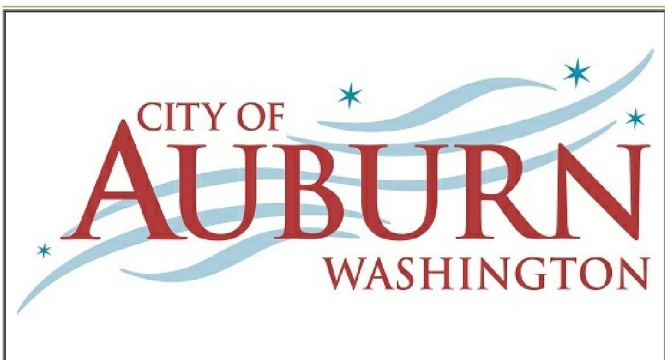


	City Council Meeting September 8, 2020 - 7:00 PM Virtual AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. VIRTUAL PARTICIPATION LINK

1. Virtual Participation Link

The Auburn City Council Meeting scheduled for Tuesday, September 8, 2020 at 7:00 p.m. will be held virtually and telephonically. To attend the meeting virtually please click the link or enter the meeting ID into the Zoom app or call into the meeting at the phone number listed below.

Per the Governor's Emergency Proclamation 20-28, the City of Auburn is prohibited from holding an in-person meeting at this time.

City of Auburn Resolution No. 5533, designates City of Auburn meeting locations for all Council, Board and Commission meetings as virtual. All meetings will be held virtually and telephonically until King County enters into Phase 3 of Governor Inslee's Safe Start — Washington's Phased Reopening plan.

The link to the Virtual Meeting or phone number to listen to the Council Meeting is:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://zoom.us/j/93388067658>

Or join by phone:

253 215 8782
877 853 5257 (Toll Free)

Webinar ID: 933 8806 7658

A. Pledge of Allegiance

B. Roll Call

III. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Mayor's Proclamation: National Recovery Month

Mayor Backus to proclaim September 2020 as "National Recovery Month" in the City of Auburn

B. Mayor's Proclamation: Constitution Week

Mayor Backus to proclaim the week of September 17-23, 2020 as "Constitution Week" in the City of Auburn

C. Mayor's Proclamation: Suicide Prevention Awareness Month

Mayor Backus to proclaim September 2020 as "Suicide Prevention Awareness Month" in the City of Auburn

IV. **AGENDA MODIFICATIONS**

V. **NEW BUSINESS**

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

A. **Public Hearings**

1. Virtual Participation

Any interested person is invited to submit written comments voicing approval or disapproval on the proposed Payback Agreements. All written comments must be received prior to 4:00 p.m. on September 8, 2020.

Sewer Payback:

Auburn Public Works Department
Attn: Robert Elwell
25 West Main Street
Auburn, WA 98001-4998

or fax to (253) 931-3053 or email to relwell@auburnwa.gov.

Water Payback:

Auburn Public Works Department
Attn: Susan Fenhaus
25 West Main Street
Auburn, WA 98001-4998

or fax to (253) 931-3053 or email to sfenhaus@auburnwa.gov.

Street Payback:

Auburn Public Works Department
Attn: Cecile Malik
25 West Main Street
Auburn, WA 98001-4998

or fax to (253) 931-3053 or email to cmalik@auburnwa.gov.

2. Public Hearing for Pending Ordinance No. 6770 Sewer Payback Agreement for a Utilities Developer's Extension (Gaub)

A Public Hearing to consider proposed Ordinance 6770 which authorizes the Mayor to execute Sewer Payback Agreement PBK No. 18-0002 - Utilities Developer's Extension

3. Public Hearing for Pending Ordinance No. 6771 Water Payback Agreement for Utilities Developer's Extension (Gaub)

A Public Hearing to consider Proposed Ordinance 6771 which authorizes the Mayor to execute Payback Agreement PBK No. 18-0003 – Utilities (Water) Developer's Extension

4. Public Hearing for Pending Ordinance No. 6772 Street Payback Agreement for Traffic Signal (Gaub)

A Public Hearing to consider proposed Ordinance No. 6772 which authorizes the Mayor to execute Street Payback Agreement PBK No. 18-0004 – Traffic Signal

B. Audience Participation

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

1. Virtual Participation

Participants can submit written comments via mail, fax or email. All written comments must be received prior to 7:00 p.m. on the day of the scheduled meeting and must be 350 words or less.

Please mail comments to:

City of Auburn
Attn: Shawn Campbell, City Clerk
25 W Main St
Auburn, WA 98001

Please fax comments to:

Attn: Shawn Campbell, City Clerk
Fax number: 253-804-3116

Email comments to:

scampbell@auburnwa.gov

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

VII. **COUNCIL AD HOC COMMITTEE REPORTS**

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

1. Finance Ad Hoc Committee (Chair Baggett)

VIII. **CONSENT AGENDA**

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

A. Minutes of the August 17, 2020 Regular City Council Meeting

B. Minutes of the August 24, 2020 and August 31, 2020 Study Session

C. Minutes of the August 27, 2020 Special City Council Meeting

D. Claim Vouchers (Thomas)

Claim voucher list dated September 8, 2020 which includes voucher numbers 460034 through 460448 in the amount of \$4,225,888.04 and seven wire transfers in the amount of \$941,673.90

E. Payroll Vouchers (Thomas)

Payroll check numbers 538965 through 538970 in the amount of \$526,694.17, and an electronic deposit transmissions in the amount of \$1,949,435.34, for a grand total of \$2,476,129.51 for the period covering August 13, 2020 to August 31, 2020

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

IX. **UNFINISHED BUSINESS**

X. **ORDINANCES**

A. Ordinance No. 6757 (O'Neil)

An Ordinance amending Section 6.35.030 of the Auburn City Code relating to the restraint and registration of potentially dangerous dogs

(RECOMMENDED ACTION: Move to suspend City Council Procedure Rule 3.1(N)(2) requiring any Ordinance to be included on a Study Session agenda prior to being included in a Council Meeting agenda for consideration.)

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6757.)

B. Ordinance No. 6770 (Gaub)

An Ordinance authorizing the Mayor to execute a Sewer Payback Agreement for a Utilities Developer's Extension between the City of Auburn and DCT Hudson Distribution Center, LLC

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6770.)

C. Ordinance No. 6771 (Gaub)

An Ordinance authorizing the Mayor to execute a Water Payback Agreement for a Utilities Developer's Extension between the City of Auburn and DCT Hudson Distribution Center, LLC

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6771.)

D. Ordinance No. 6772 (Gaub)

An Ordinance authorizing the Mayor to execute a Street Payback Agreement for a Traffic Signal between the City of Auburn and DCT Hudson Distribution Center, LLC

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6772.)

E. Ordinance No. 6781 (Tate)

An Ordinance relating to camping and occupying public property, and amending Chapters 2.22.210, 2.22.220, 9.50.020, 9.78.010, 12.32.020, 13.12.020, and 13.48.170 and adding a new Section to Chapter 9.50 of the Auburn City Code

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6781.)

F. Ordinance No. 6776 (Gaub)

An Ordinance updating Section 10.36.191 of the Auburn City Code, related to the parking of Recreational Vehicles in the right-of-way

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6776.)

G. Ordinance No. 6783 (Thomas)

An Ordinance amending Ordinance No. 6693, the 2019-2020 biennial budget Ordinance, as amended by Ordinance No. 6712, Ordinance No. 6719, Ordinance No. 6720, Ordinance No. 6751, and Ordinance No. 6764, authorizing amendment to the City of Auburn 2019-2020 budget as set forth in Schedule "A" and Schedule "B"

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6783.)

H. Ordinance No. 6785 (Thomas)

An Ordinance amending Sections 3.40.020, 3.41.010, 3.42.020, 3.84.040 and 3.88.040 of the Auburn City Code relating to the use of taxes imposed on utilities

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6785.)

I. Ordinance No. 6786 (Tate)

An Ordinance creating a new Chapter 5.23 of the City Code regarding a City of Auburn Rental Housing Policy

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6786.)

J. Ordinance No. 6787 (Comeau)

An Ordinance amending Sections 10.36.360 and 10.40.010 of the Auburn City Code relating to vehicle impounds

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6787.)

K. Ordinance No. 6788 (Thomas)

An Ordinance amending Ordinance No. 6777, extending the temporary waiver of late fees for Utility Accounts and Airport Fees, superseding certain Sections of Auburn City Code requiring payment of such late fees as set forth in Auburn City Code 12.56.045; 13.06.300; 13.06.511; 13.20.390; and 13.48.120, in light of a declared public health emergency related to COVID-19

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6788.)

XI. RESOLUTIONS

A. Resolution No. 5543 (Comeau)

A Resolution amending the City Council Rules of Procedure

(RECOMMENDED ACTION: Move to adopt Resolution No. 5543.)

B. Resolution No. 5542 (Faber)

A Resolution authorizing the Mayor to execute a Capital Grant agreement with King County, Washington for Youth and Amateur Sports Grant Funds, and to appropriate and expend the grant funds

(RECOMMENDED ACTION: Move to adopt Resolution No. 5542.)

C. Resolution No. 5545 (Hinman)

A Resolution in support of the Mayor's appointment nomination of Fife Mayor Kim Roscoe to the Pierce Transit Board

(RECOMMENDED ACTION: Move to adopt Resolution No. 5545.)

XII. MAYOR AND COUNCILMEMBER REPORTS

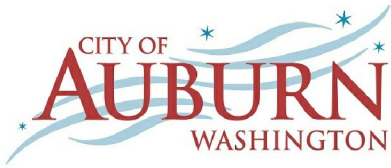
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. **From the Council**

B. **From the Mayor**

XIII. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for Pending Ordinance No. 6770 Sewer
Payback Agreement for a Utilities Developer's Extension
(Gaub)

Date:

August 31, 2020

Department:

Public Works

Attachments:

No Attachments Available

Budget Impact:

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

Administrative Recommendation:

City Council to hold a public hearing in consideration of Ordinance No. 6770 to receive public comments and suggestions regarding Sewer Payback Agreement PBK 18-0002 Utilities Developers Extension. See Ordinance No. 6770 for further action on this item.

Background Summary:

This public hearing is in accordance with Auburn City Code 3.25.080 in order to "listen to testimony as it relates to the desirability and the sufficiency of the proposed assessment reimbursement area and methods of calculating reimbursement assessments and the amounts thereof," regarding the approval of Ordinance No 6770 – Sewer Payback Agreement for Utilities Developer's Extension prior to consideration by City Council for approval.

The date of the public hearing was set by Consent on August 3, 2020.

Reviewed by Council Committees:

Councilmember: Brown

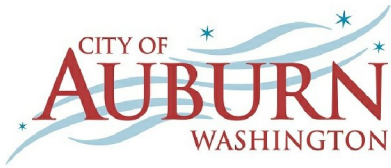
Staff:

Gaub

Meeting Date: September 8, 2020

Item Number:

PH.2



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for Pending Ordinance No. 6771 Water
Payback Agreement for Utilities Developer's Extension (Gaub)

Date:

August 31, 2020

Department:

Public Works

Attachments:

No Attachments Available

Budget Impact:

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

Administrative Recommendation:

City Council to hold a public hearing in consideration of Ordinance No. 6771 to receive public comments and suggestions regarding Water Payback Agreement PBK18-0003 Utilities Developers Extension See Ordinance No. 6771 for further action on this item.

Background Summary:

This public hearing is in accordance with Auburn City Code 3.25.080 in order to "listen to testimony as it relates to the desirability and the sufficiency of the proposed assessment reimbursement area and methods of calculating reimbursement assessments and the amounts thereof," regarding the approval of Ordinance No. 6770 – Water Payback Agreement for Utilities Developer's Extension prior to consideration by City Council for approval.

The date of the public hearing was set by consent on August 3, 2020.

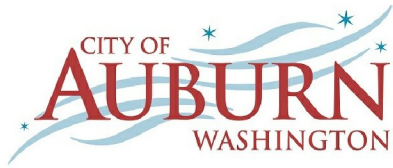
Reviewed by Council Committees:

Councilmember: Brown

Staff: Gaub

Meeting Date: September 8, 2020

Item Number: PH.3



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for Pending Ordinance No. 6772 Street
Payback Agreement for Traffic Signal (Gaub)

Date:

August 31, 2020

Department:

Public Works

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to hold a public hearing in consideration of Ordinance No. 6772 to receive public comments and suggestions regarding Street Payback Agreement PBK 18-0004 Traffic Signal. See Ordinance No. 6772 for further action on this item.

Background Summary:

This public hearing is in accordance with Auburn City Code 3.25.080 in order to “listen to testimony as it relates to the desirability and the sufficiency of the proposed assessment reimbursement area and methods of calculating reimbursement assessments and the amounts thereof,” regarding the approval of Ordinance No. 6772 – Street Payback Agreement for Traffic Signal prior to consideration by City Council for approval.

The date of the public hearing was set by Consent on August 3, 2020. There was a scrivener's error on the notice of public hearing which referenced Ordinance No. 6738 instead of Ordinance No. 6772. The correct ordinance number for the Hudson Street Payback is 6772.

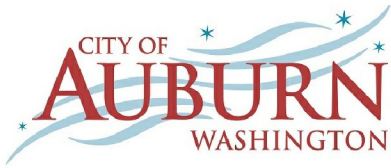
Reviewed by Council Committees:**Councilmember:****Staff:**

Gaub

Meeting Date: September 8, 2020

Item Number:

PH.4



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the August 17, 2020 Regular City Council Meeting

Date:

August 31, 2020

Department:

City Council

Attachments:

[08-17-2020 Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

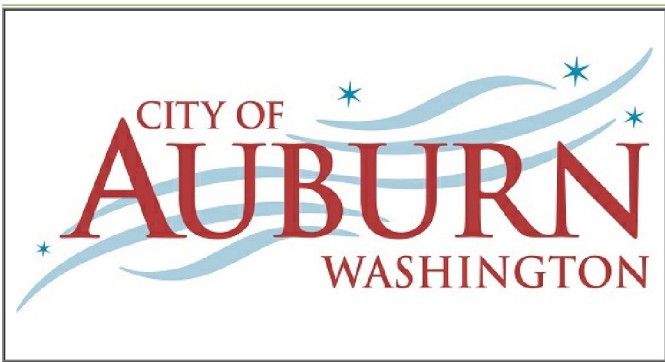
Revised Budget: \$0

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

Meeting Date: September 8, 2020

Staff:

Item Number: CA.A

	City Council Meeting August 17, 2020 - 7:00 PM Virtual MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. Virtual Participation Link

1. Virtual Participation Link

The City Council Meeting was held virtually in the Council Chambers.

A. Pledge of Allegiance

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

B. Roll Call

Councilmembers virtually present: Deputy Mayor Claude DaCorsi, Larry Brown, James Jeyaraj, Robyn Mulenga, Chris Stearns and Yolanda Trout-Manuel. Councilmember Bob Baggett was excused.

Mayor Nancy Backus and the following department directors and staff members were present: Innovation and Technical Support Specialist Danika Olson, Director of Innovation and Technology David Travis, Chief of Police Dan O'Neil and City Clerk Shawn Campbell.

The following department directors and staff members attended the meeting virtually: City Attorney Kendra Comeau, City Attorney Dan Heid, Director of Public Works Ingrid Gaub, Director of Community Development Jeff Tate, Director of Finance Jamie Thomas, Director of Parks, Arts, and Recreation Daryl Faber and Director of Human Resources and Risk Management Candis Martinson.

III. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Proclamation in Honor of the 100th Anniversary of the 19th Amendment to the United States Constitution

Mayor Backus to proclaim the 100th anniversary of the 19th Amendment to the United States Constitution in the City of Auburn

Mayor Backus read and proclaimed August 18, 2020 as the 100th

Anniversary of the 19th Amendment to the United States Constitution.

IV. **AGENDA MODIFICATIONS**

There were no modifications to the agenda.

V. **NEW BUSINESS**

There was no new business.

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

A. **Public Hearings - (No public hearing is scheduled for this evening.)**

B. **Audience Participation**

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

1. Virtual Participation

Bob Zimmerman, 33029 46th Place South, Auburn

Mr. Zimmerman expressed his concerns about safety standards.

C. **Correspondence**

There was no correspondence for Council to review.

VII. **COUNCIL AD HOC COMMITTEE REPORTS**

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

1. Finance Ad Hoc Committee (Chair Baggett)

Councilmember Stearns, Vice Chair of the Finance ad hoc committee, reported he and Councilmember Baggett have reviewed the claims and payroll vouchers described on the Consent Agenda this evening and recommended their approval.

VIII. **CONSENT AGENDA**

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

A. Minutes of the July 27, 2020 and August 10, 2020 Study Session

B. Minutes of the August 3, 2020 Regular Council Meeting

C. Claim Vouchers (Thomas)

Claim voucher list dated August 17, 2020 which includes voucher numbers 459807 through 460033 in the amount of \$3,533,684.41 and four wire transfers in the amount of \$504,542.26

D. Payroll Vouchers (Finance)

Payroll check numbers 538958 through 538964 in the amount of \$76,054.85 and electronic deposit transmissions in the amount of \$2,143,550.63, and a void check number 538955 in the amount of (\$498.33) for a grand total of \$2,219,107.15 for the period covering July 30, 2020 to August 12, 2020

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

MOTION CARRIED UNANIMOUSLY. 6-0

IX. UNFINISHED BUSINESS

There was no unfinished business.

X. ORDINANCES

A. Ordinance No. 6784 (Comeau)

An Ordinance repealing Chapter 9.08 of the Auburn City Code (ACC), relating to aggressive begging

Deputy Mayor DaCorsi moved and Councilmember Trout-Manuel seconded to adopt Ordinance No. 6784.

MOTION CARRIED UNANIMOUSLY. 6-0

XI. RESOLUTIONS

A. Resolution No. 5538 (Gaub)

A Resolution setting a Public Hearing to consider the Vacation of Right-of-Way of G Street NE, South of South 277th Street

Councilmember Brown moved and Councilmember Mulenga seconded to adopt Resolution No. 5538.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Resolution No, 5541 (Tate)

A Resolution authorizing the Mayor to transfer funds collected under the Affordable and Supportive Housing Local Sales and Use Tax Act and City of Auburn Ordinance No. 6732 to the South King Housing and Homelessness Partners (SKHHP)

Councilmember Brown moved and Councilmember Jeyaraj seconded to adopt Resolution No. 5541.

MOTION CARRIED UNANIMOUSLY. 6-0

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

There were no reports from Council.

B. From the Mayor

Mayor Backus shared current COVID-19 statistics for King County and the City of Auburn.

XIII. ADJOURNMENT

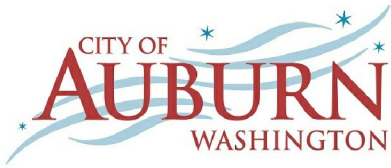
There being no further business to come before the Council, the meeting was adjourned at 7:18 p.m.

APPROVED this 8th day of September, 2020.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the August 24, 2020 and August 31, 2020 Study Session

Date:

September 2, 2020

Department:

City Council

Attachments:

[08-24-2020 Minutes](#)

[08-31-2020 Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

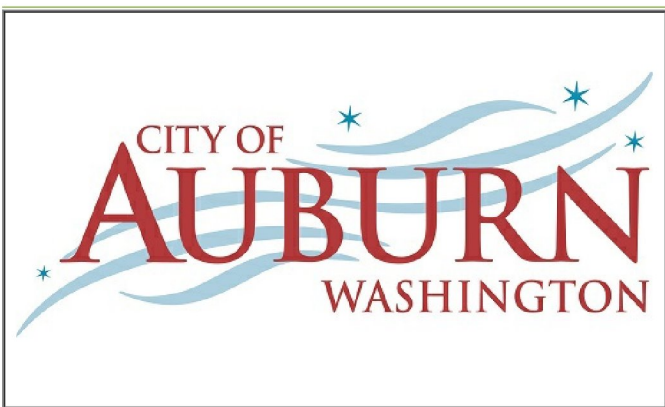
Revised Budget: \$0

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

Meeting Date: September 8, 2020

Staff:

Item Number: CA.B

	City Council Study Session Muni Services SFA August 24, 2020 - 5:30 PM Virtual AGENDA Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

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

II. Virtual Participation Link

A. Virtual Participation Link

The City Council Meeting was held virtually in the Council Chambers.

B. Roll Call

Councilmembers virtually present: Deputy Mayor Claude DaCorsi, Bob Baggett, Larry Brown, James Jeyaraj, Robyn Mulenga, Chris Stearns and Yolanda Trout-Manuel.

Mayor Nancy Backus and the following department directors and staff members were present: Innovation and Technical Support Specialist Danika Olson, Director of Innovation and Technology David Travis, Assistant Police Chief Mark Caillier and Deputy City Clerk Teresa Mattingly.

The following department directors and staff members attended the meeting virtually: City Attorney Kendra Comeau, City Attorney Dan Heid, Senior City Staff Attorney Harry Boesche, Director of Public Works Ingrid Gaub, Assistant Director of Engineering Services Jacob Sweeting, Director of Community Development Jeff Tate, Director of Finance Jamie Thomas, Assistant Finance Director Kevin Fuhrer, Financial Planning Manager Bob Brooks, Finance Administrative Assistant Evelyn McOsker, Senior Transportation Planner Cecile Malik, Community Services Manager Joy Scott, Utility Billing and Solid Waste Services Supervisor Joan Nelson, SKHHP Executive Manager Angela San Filippo, Equity Program Manager Brenda Goodson-Moore, Code Compliance Supervisor Chris Barack, Police Sergeant James Nordenger, Police Commander Samuel Betz, Outreach Program Administrator Kent Hay and Assistant Director of Innovation and Technology Ashley Riggs.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Ordinance No. 6776 (Gaub)(15 Minutes)

An Ordinance relating to recreational vehicle parking, amending Section 10.36.191 of the Auburn City Code

The Study Session agenda was modified to add Ordinance No. 6787 as Item G to the Agenda Items for Council Discussion and an updated version of Ordinance No. 6786 has been provided to Council.

Item B. Ordinance No. 6781 was moved to the first discussion item on the agenda.

Director Gaub introduced Planner Malik, Director Tate and Sergeant Nordenger who discussed amending Section 10.36.191 of the Auburn City Code related to Recreational Vehicle (RV) Parking.

Planner Malik explained what a right-of-way is, the reasons for the proposed changes and the next steps to bring before Council.

Sergeant Nordenger reviewed the enforcement process and contacting Administrator Hay for assistance prior to the vehicle being ticketed and impounded.

Council discussed visitors with RVs parking on narrow residential streets, restrictions for parking at shelters, types of services available to occupants living in RVs and cars, the enforcement process and the benefits of the proposed revisions.

Director Tate advised Council of the rules pertaining to “occupied” RVs parking on privately owned residential lots.

B. Ordinance No. 6781 (Tate)(30 Minutes)

An Ordinance relating to Camping and Occupying Public Property, and amending Chapters 2.22.210, 2.22.220, 9.50.020, 9.78.010, 12.32.020, 13.12.020, and 13.48.170 and adding a new Section to Chapter 9.50 of the Auburn City Code

Director Tate reviewed the proposed modifications to the Auburn City Code that pertain to camping, the benefits of aligning the City's camping ordinance with the 9th Circuit Court Boise decision, the charge and penalty for camping within a designated park and the exceptions and conditions of enforcement.

Council discussed the option of issuing a civil infraction instead of a criminal citation when charging trespassing in a City park or camping on City property, individual's right to privacy and shelter, available services and types of shelters in Auburn and the number of individuals Administrator Hay has helped. Council also thanked Administrator Hay for his work with the homeless and requested he provide data on the following items: actual

number of homeless in Auburn, rate of growth in the homeless population for the past year, and how many beds are available in Auburn and the surrounding areas.

Administrator Hay advised Council that he does not know the number of homeless in Auburn, that services are always offered first, including providing transportation at no cost, what steps are taken if people refuse help, safe shelter options for families and confirmed that no one has been arrested for camping on City property.

Mayor Backus shared she spoke with Auburn Police Officers who expressed their appreciation for the work that Administrator Hay is doing in the community and how he has worked with individuals without involving the Police Department.

Director Tate recommended moving this item to Council for approval and will provide Council with two options on enforcement approaches that can be added as an amendment to the Ordinance.

C. Ordinance No. 6783 (Thomas)(30 Minutes)

An Ordinance amending Ordinance No. 6693, the 2019-2020 biennial budget Ordinance, as amended by Ordinance No. 6712, Ordinance No. 6719, Ordinance No. 6720, Ordinance No. 6751, and Ordinance No. 6764, authorizing amendment to the City of Auburn 2019-2020 budget as set forth in Schedule "A" and Schedule "B"

Assistant Director Furher provided Council with an overview of Budget Amendment #7, he explained how a budget is developed and reviewed the main purposes of the amendment.

Council discussed the fund balance and revenue losses related to COVID-19.

D. Ordinance No. 6785 (Thomas)(5 Minutes)

An Ordinance amending Sections 3.40.020, 3.41.010, 3.42.020, 3.84.040 and 3.88.040 of the Auburn City Code relating to the use of taxes imposed on utilities

Assistant Director Fuhrer discussed amending Auburn City Code related to the Use of Taxes imposed on utilities and transferring the 1% Utility Tax currently collected in the Arterial Street Fund, into the General Fund due to economic impacts of the COVID-19 pandemic.

Council discussed off setting funds.

E. Ordinance No. 6786 (Tate)(20 Minutes)

An Ordinance creating a new Chapter 5.23 of the City Code regarding a City of Auburn Rental Housing Policy

Director Tate provided Council with an update on the Just Cause Eviction ordinance, public comments and the Governor's moratorium.

Manager Scott reviewed the proposed changes to Auburn City Code Chapter 5.24 to 5.23 and the provision to delay implementation of the rules until October 16, 2020.

Council discussed the options of modifying the 120 day notification on rent increases greater than 5%.

F. Ordinance No. 6788 (Thomas)(5 Minutes)

An Ordinance amending Ordinance No. 6777, extending the temporary waiver of late fees for Utility Accounts and Airport Fees, superseding certain Sections of Auburn City Code requiring payment of such late fees as set forth in Auburn City Code 12.56.045; 13.06.300; 13.06.511; 13.20.390; and 13.48.120, in light of a declared public health emergency related to COVID-19

Deputy Mayor DaCorsi called for a 5 minute recess at 7:11 p.m. The meeting reconvened at 7:16 p.m.

Supervisor Nelson explained the purpose of extending the temporary waiver of late fees for utility accounts and airport fees until October 15, 2020.

G. Ordinance No. 6787 (Comeau)(10 Minutes)

Senior Attorney Boeshe reviewed the reasons for amending Sections 10.36.360 and 10.40.010 of the Auburn City Code relating to Vehicle Impounds.

IV. MUNICIPAL SERVICES DISCUSSION ITEMS

A. Fireworks Update (O'Neil)(30 Minutes)

Councilmember Stearns presided over this section of the meeting.

Commander Betz reviewed the 2020 Fireworks Report with Council and discussed the 2020 objectives and results, working with the Muckleshoot Indian Tribe, proactive fireworks patrols, calls per district and other valley agencies and how the emphasis on education and extending the hours of the discharge area has reduced the total amount of confiscated fireworks compared to prior years.

Council discussed the enforcement process, calls per district, average number of 911 calls per month and the impacts that COVID-19 had on sales and usage.

V. OTHER DISCUSSION ITEMS

There were no other discussion items.

VI. NEW BUSINESS

There was no new business.

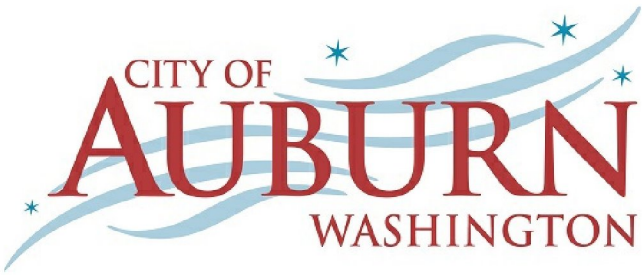
VII. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:53 p.m.

APPROVED this 8th day of September, 2020.

CLAUDE DACORSI, DEPUTY MAYOR Teresa Mattingly, Deputy City Clerk

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

	City Council Study Session August 31, 2020 - 5:30 PM Virtual MINUTES Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

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

II. VIRTUAL PARTICIPATION LINK

A. Virtual Participation Link

The City Council Meeting was held virtually in the Council Chambers.

B. Roll Call

Councilmembers virtually present: Deputy Mayor Claude DaCorsi, Bob Baggett, Larry Brown, James Jeyaraj, Robyn Mulenga and Chris Stearns. Councilmember Yolanda Trout-Manuel was excused.

Mayor Nancy Backus and the following department directors and staff members were present: Innovation and Technical Support Specialist Danika Olson, Director of Innovation & Technology David Travis, Chief of Police Dan O'Neil and City Clerk Shawn Campbell.

The following department directors and staff members attended the meeting virtually: City Attorney Kendra Comeau, Assistant Director of Innovation and Technology Ashley Riggs, Director of Public Works Ingrid Gaub, Director of Parks, Arts, and Recreation Daryl Faber, Director of Human Resources and Risk Management Candis Martinson and Director of Administration Dana Hinman.

III. AGENDA MODIFICATIONS

There were no modifications to the agenda.

IV. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Resolution No. 5543 (Comeau)

A Resolution amending the City Council Rules of Procedure

City Attorney Comeau presented the proposed rule revisions to the Council Rules of Procedure. She reviewed the changes to regular meeting seating assignments, allowing for virtual meetings, meeting notification

changes, clarifying that closed and executive sessions can be in regular meetings or study sessions, allowing for written comments, notifications for missing meetings, allowing for remote attendance, prohibiting the use of cell phones during meetings, motions to table, updates to the roll call vote, timekeeping for public comments, the Deputy Mayor appointment process, duties and responsibilities of the Deputy Mayor, removing the matrix and how topics are added to the agenda, formalizing appointments to codified and non-codified Council Boards and Committees, formalizing communication between the Deputy Mayor and Council and use of City email.

Council discussed changes to the Deputy Mayor appointment, appointments to boards and commissions, seating assignments at the dais, communications between Councilmembers and use of cell phones during meetings.

V. OTHER DISCUSSION ITEMS

There were no other discussion items.

VI. NEW BUSINESS

There was no new business.

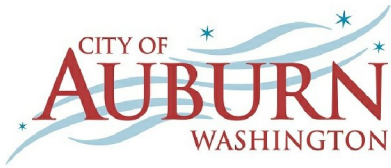
VII. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:33 p.m.

APPROVED this 8th day of September, 2020.

CLAUDE DACORSI, DEPUTY MAYOR Shawn Campbell, City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the August 27, 2020 Special City Council Meeting

Department:

City Council

Attachments:

[08-27-2020 Minutes](#)

Date:

September 2, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

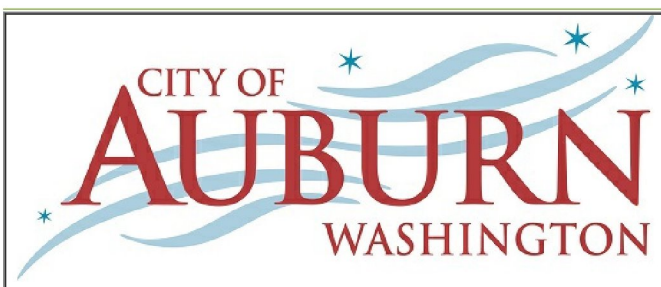
Revised Budget: \$0

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

Meeting Date: September 8, 2020

Staff:

Item Number: CA.C



**Special City Council Meeting
August 27, 2020 - 5:00 PM
City Hall Council Chambers
MINUTES**

I. CALL TO ORDER

Mayor Nancy Backus called the meeting to order at 5:07 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street in Auburn.

A. VIRTUAL PARTICIPATION LINK

1. Virtual Participation Link

The City Council Meeting was held virtually in the Council Chambers.

B. Roll Call

Councilmembers virtually present: Deputy Mayor Claude DaCorsi, Bob Baggett, Robyn Mulenga, Chris Stearns, Yolanda Trout-Manuel, Councilmember Larry Brown arrived at 5:09 p.m. and Councilmember James Jeyaraj arrived at 5:18 p.m.

Mayor Nancy Backus and the following department director and staff member were present: Director of Human Resources and Risk Management Candis Martinson and Equity Program Manager Brenda Goodson-Moore.

II. DISCUSSION ITEMS

A. Inclusive Auburn Initiative Training for City Council

Inclusive Auburn Initiative Training

Bernardo Ruiz, Racing to Equity Consulting Group

Mayor Backus introduced Bernardo Ruiz and Caitlin Hoover with Racing to Equity Consulting Group.

Mr. Ruiz and Ms. Hoover facilitated session one of the Inclusive Auburn training with the City of Auburn City Council.

Council discussed racial equity, implicit bias, institutional and structural racism.

III. ADJOURNMENT

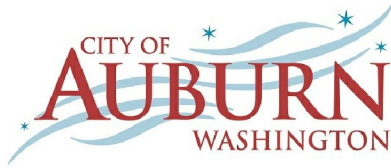
There being no further business to come before the Council, the meeting was adjourned at 9:18 p.m.

APPROVED this 8th day of September, 2020.

NANCY BACKUS, MAYOR

Brenda Goodson-Moore

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claim Vouchers (Thomas)

Date:

August 31, 2020

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claim Vouchers.

Background Summary:

Claim voucher list dated September 8, 2020 which includes voucher numbers 460034 through 460448 in the amount of \$4,225,888.04 and seven wire transfers in the amount of \$941,673.90.

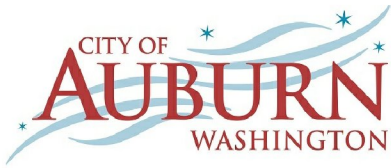
Reviewed by Council Committees:**Councilmember:****Staff:**

Thomas

Meeting Date: September 8, 2020

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Thomas)

Date:

August 31, 2020

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Payroll Vouchers.

Background Summary:

Payroll check numbers 538965 through 538970 in the amount of \$526,694.17, and an electronic deposit transmissions in the amount of \$1,949,435.34, for a grand total of \$2,476,129.51 for the period covering August 13, 2020 to August 31, 2020.

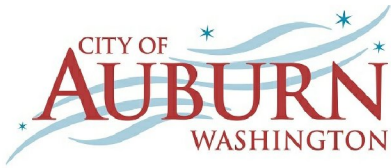
Reviewed by Council Committees:**Councilmember:****Staff:**

Thomas

Meeting Date: September 8, 2020

Item Number:

CA.E



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6757 (O'Neil)

Department:

Police

Attachments:

[Ordinance No. 6757](#)

Date:

September 2, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6757.

Background Summary:

Further amend ACC 6.35.030 to clarify that the recently enacted restraint and registration requirements only apply to potentially dangerous dogs and do not apply to dogs that have been declared dangerous.

Reviewed by Council Committees:**Councilmember:**

Meeting Date: September 8, 2020

Staff:

O'Neil

Item Number:

ORD.A

ORDINANCE NO. 6757

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTION 6.35.030 OF THE AUBURN CITY CODE RELATING TO THE RESTRAINT AND REGISTRATION OF POTENTIALLY DANGEROUS DOGS AND DANGEROUS DOGS

WHEREAS, on December 16, 2019, and in response to Washington State Legislature House Bill 1026, the Auburn City Council adopted Ordinance 6740, amending the restraint and registration requirement for potentially dangerous dogs; and

WHEREAS, it is appropriate to further amend ACC 6.35.030 and ACC 6.35.035 to remove behavioral testing certifications as an exemption to restraint and registration requirements because most incidents involving potentially dangerous dogs and dangerous dogs involve an at-large aggressor dog and not a restrained dog that acts as an aggressor.

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

Section 1. Amendment to City Code. Section 6.35.030 of the Auburn City Code is amended to read as follows:

6.35.030 Dangerous dogs and potentially dangerous dogs – Requirements for restraint.

A. It is unlawful for an owner of a dangerous dog to permit the dog to be outside the proper enclosure, as defined and described in ACC 6.01.010(A)(27), unless the dog is muzzled and restrained by a substantial chain or leash and under physical restraint of a responsible person. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any person or animal.

B. It is unlawful for an owner of a potentially dangerous dog to permit the dog to be allowed or permitted to run free and unrestrained or off leash or not otherwise under physical restraint of a responsible person, unless within a fenced yard or similar

restraint reasonably designed to prevent the dog from running free and unrestrained. It is provided, however, that the top of such fence shall be six feet in height as measured from the ground level, unless there is a secured top – full enclosure – to the fenced-in area; and it is further provided, that such fence or enclosure area shall comply with all applicable city codes.

C. It is unlawful for an owner of a dangerous dog or a potentially dangerous dog to permit the dog to be walked outside the proper enclosure by anyone under the age of 16 years.

D. The owners of dangerous dogs and potentially dangerous dogs are responsible for taking all reasonable measures to assure that the dogs do not escape the above restraints, the failure of which responsibility shall constitute a violation of this chapter, punishable pursuant to ACC 6.35.040. The failure of the owner of a dangerous dog to comply with the requirements for dangerous dog registration shall also constitute a violation of this chapter, punishable pursuant to ACC 6.35.040. (Ord. 6424 § 4, 2012; Ord. 6304 § 1, 2010; Ord. 6244 § 3, 2009; Ord. 5996 § 1, 2006; Ord. 5829 § 1, 2004.)

~~E. The restraint requirements of this section do not apply if the owner provides proof to the city clerk that the dog passed the American kennel club good canine citizen test or a reasonably equivalent canine behavioral test as determined by the Police Chief or designee and the dog is exempt from such requirements for a period of two years from the date of the test.~~

Section 2. Section 6.35.035 of the Auburn City Code is amended to read as follows:

6.35.035 Registration of potentially dangerous dogs.

In addition to the dog licensing requirements as set forth in Chapter 6.04 ACC, the owners of potentially dangerous dogs, as defined herein, shall file with the city clerk a notice of potentially dangerous dog according to the form available from the city clerk. ~~If the owner provides proof to the city clerk that the dog passed the American kennel club canine good citizen test or a reasonably equivalent canine behavioral test as determined by the Police Chief or designee, the licensing and notice requirements do not apply and the dog is exempt from such requirements for a period of two years from the date of the test.~~ There shall be no fee charged for such potentially dangerous dog registration, other than as follows: the owner of a potentially dangerous dog that was previously found to be a potentially dangerous dog because: (A) while unprovoked, it attacked, bit, endangered or injured a human or a domestic animal; or (B) it has chased or approached a person upon a street, sidewalk, or public grounds in a menacing fashion, shall pay to the city a fee in the amount of \$100.00 per year for the registration of the potentially dangerous dog. Failure to comply with this provision shall constitute a violation of this chapter, punishable as a misdemeanor in accordance with ACC 9.02.040.

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

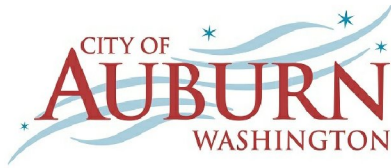
ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6770 (Gaub)

Date:

August 31, 2020

Department:

Public Works

Attachments:

[Ordinance No. 6770 and Exhibit A Sewer
Payback Agreement PBK18-0002](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6770.

Background Summary:

Ordinance No. 6770 authorizes the Mayor to execute a Sewer Payback Agreement for a Utilities Developer's Extension between the City Of Auburn and DCT Hudson Distribution Center, LLC.

DCT Hudson Distribution Center, LLC has constructed a public sewer pump station and associated facilities, along with a gravity sewer line across the front of their property. Those facilities are able to serve approximately 113 acres currently comprising 27 parcels, which, when developed, will benefit from those improvements.

DCT Hudson Distribution Center, LLC has requested a Payback Agreement from the City. The Payback agreement would allow the developer to recover partial costs related to the design and construction of the sanitary sewer improvements over time when other benefiting properties choose to connect to the system. The proposed agreement was reviewed by Council at the August 10, 2020 Council Study Session.

City staff has notified the property owners within the "assessment reimbursement area" of the potential future charges, and the Council will hold a public hearing on the ordinance during the September 8, 2020 City Council Meeting.

Reviewed by Council Committees:

Councilmember: Brown

Staff:

Gaub

Meeting Date: September 8, 2020

Item Number:

ORD.B

ORDINANCE NO. 6770

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A SEWER PAYBACK AGREEMENT FOR A UTILITIES DEVELOPER'S EXTENSION BETWEEN THE CITY OF AUBURN AND DCT HUDSON DISTRIBUTION CENTER, LLC

WHEREAS, Chapter 13.40 of the Auburn City Code (ACC) authorizes the City Engineer to develop, implement, and administer facility extension agreements for utility improvements; and

WHEREAS, Chapter 3.25 of the ACC authorizes the City Engineer to execute payback agreements for public utility improvements after Council approval; and

WHEREAS, Chapter 3.25 of the ACC requires that the City Council conduct a public hearing to consider approving the payback agreements; and

WHEREAS, DCT Hudson Distribution Center, LLC, has constructed the sewer utility improvements described in the payback agreement, Exhibit A, and has agreed to deed those improvements to the City; and

WHEREAS, pursuant to ACC 13.40.030, the City has received and approved plans for those improvements; and

WHEREAS, the City Council finds that entry into the payback agreement is in the best interest of the City.

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

Section 1. The Mayor is authorized to execute a Payback Agreement for

Ordinance No. 6770
August 4, 2020
Page 1 of 2

Developer's Extension between the City and DCT Hudson Distribution Center, LLC, which agreement will be in substantial conformity with the agreement attached as Exhibit A.

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Kendra Comeau, City Attorney

PUBLISHED: _____

Ordinance No. 6770
August 4, 2020
Page 2 of 2

Exhibit A Ordinance 6770 Sewer Payba

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001

Above this line reserved for recording information.

**PAYBACK AGREEMENT PBK18-0002 FOR UTILITIES
DEVELOPER'S EXTENSION**

Reference # (if applicable): N/A	Additional on page: ____
Grantor : City of Auburn	
Grantee : DCT Hudson Distribution Center, LLC	
Legal Description / STR: Sec 35, T19N, R4E	Additional on page: ____
Assessor's Tax Parcel ID#: 3522049027, 3522049022	

This Agreement made and entered into this _____ day of _____, 2020, by and between the **City of Auburn**, a municipal corporation of King County, Washington ("the CITY") and **DCT Hudson Distribution Center, LLC**, whose address is 12720 Gateway Drive, Suite 100, Tukwila, WA 98168.

WHEREAS, pursuant to Chapter 35.91 RCW, the CITY has by Ordinance No. 6770 adopted by the City Council on the _____ day of _____, 2020, approved the execution of this Payback Agreement with the DEVELOPER above and referring to facilities described in this Agreement; and

WHEREAS, the above-described DEVELOPER has offered and the CITY has agreed to accept the sewer facilities described in **Exhibit 1**, Bills of Sale, as part of the utility systems of the CITY;

NOW THEREFORE, IN CONSIDERATION OF THE CONDITIONS AND COVENANTS IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

I. DEVELOPER

At the time of construction, the above-described DEVELOPER was the record OWNER of real property legally described as shown on **Exhibit 2** submitted by the DEVELOPER.

“DEVELOPER” shall include successors, heirs, and assigns. The term shall include a bankruptcy estate and a receivership as long as the City receives notice of the bankruptcy or receivership as the law requires for notice to creditors, and the DEVELOPER provides the notice required by Section VII of this agreement.

II. FACILITIES

The facilities which have been constructed by the DEVELOPER are as shown in the attached **Exhibit 3**, incorporated by this reference, and processed as a Developer Public Facility Extensions, reference numbers FAC17-0002, FAC17-0013, and FAC14-0007, the originals of which are on file at the office of the City Engineer. The facilities have been constructed in accordance with the ordinances and requirements of the CITY governing the construction specifications for facilities of such type, and have been approved by the City Engineer.

III. AREA OF FACILITY SERVICE BENEFIT

The properties benefited by the facilities (“Benefited Properties”) constructed by the DEVELOPER are legally described on **Exhibit 4** and are shown on **Exhibit 5**, which are by this reference incorporated in this Agreement. Any owner of real estate legally described within the benefit boundary as shown on the attached **Exhibits 4 and 5**, shall pay, as a condition for connecting to the facilities, the amount as identified in Section V. All property within the benefit boundary shall be subject to the connection fee as provided in this agreement as a condition of issuance of the connection permit by the CITY.

IV. TERMS

For a period of **20 years** from the date of this agreement, any owner (latecomer) of real estate legally described in Section III, and which owner has not fully contributed their pro rata share to the original cost of the above-described facility, shall pay to the CITY the amounts specified in Section V of this agreement. The charge represents the fair pro rata share of the cost of construction of said facilities payable by the Benefited Properties.

Payment of the latecomer's pro rata share will be required by the CITY at the time the CITY issues a utility permit for sewer service, as described in Auburn City Code (ACC) 13.20.190 and 13.20.200 to connect and use the system. A benefited property that constructs a facility extension that connects to the facilities included in this Payback Agreement is not subject to payback payments until the benefited property (or until each of the properties resulting from the subdivision of the benefited property) applies for utility service. Additionally, although stubs for utility service may be constructed to Benefited Properties as part of the facilities included in this Payback Agreement, no payback payments will be required until such time as those Benefited Properties apply for utility service.

The CITY shall reimburse the DEVELOPER within sixty (60) days of the date the City receives payment from a person requesting connection to the facilities.

V. AMOUNT OF REIMBURSEMENT

The DEVELOPER, its successors, heirs and assigns, agrees that the amounts which the DEVELOPER is reimbursed from the property owners as specified in Section III of this Agreement, represents a fair pro rata share reimbursement for the DEVELOPER'S construction of the facilities described in Section II of this Agreement.

The amount of reimbursement for gravity sewer installed across the property frontage of a benefitted property will be \$81.24 times the length of the property frontage (measured in feet), as listed in **Exhibit 6**.

The amount of reimbursement per square foot of potentially developable benefitted property, as listed in **Exhibit 6**, shall be \$0.287 for properties zoned R5 at the time of this agreement, and shall be \$0.616 for properties zoned M1 at the time of this agreement. This portion of the reimbursement is for the lift station and force mains.

The total amount of reimbursement to the DEVELOPER for the facilities from all applicable charges shall not exceed **\$1,420,446.48**.

In the event that a benefitting property or properties is/are subdivided prior to connecting to the facilities, the City may reallocate the reimbursement amount(s) in a manner consistent with the methodology described above. The City will notify both the DEVELOPER and the property owner of any revisions to the reimbursement amounts.

VI. NOTICE AND HEARING

Prior to passing the Ordinance authorizing this agreement, the CITY shall conduct a public hearing in accordance with ACC 3.25.080, including meeting the notification requirements of that section.

VII. EFFECT OF AGREEMENT

The provisions of this Agreement shall not be effective as to any owner of real estate not a party to this Agreement unless this Agreement has been recorded in the King

County Recorder's Office prior to the time such owner receives a permit to connect to and use said facilities.

If for any reason, the CITY fails to secure a latecomer payment for Owner's fair pro rata share of the cost of the facilities before connection to the extension, the CITY is not liable for payment to the DEVELOPER.

Following approval of the Ordinance authorizing this agreement, the City will record the document at the appropriate County's Office. The DEVELOPER shall be responsible for correcting any portion of the document determined to not be recordable and any re-recording fees.

This agreement is subject to the provisions of Auburn City Code ("ACC") Chapter 3.25 and shall be void if the DEVELOPER is in violation of any term or condition of that Chapter as it exists on the date of execution of this agreement.

VIII. CURRENT ADDRESS & TELEPHONE NUMBER

The DEVELOPER shall keep a current record of the Developer's address and telephone number on file with the City Engineer, and shall within 30 days of any change of said address and/or telephone number, notify the City Engineer in writing. If the DEVELOPER fails to do so, the parties agree that the CITY may authorize connections resulting therefrom and not incur any liability for the non-collection and/or non-reimbursement of charges to the DEVELOPER under this Agreement. Every two years from the effective date of this agreement, shown on page one, the DEVELOPER shall notify the City Engineer of its current name, address, and telephone number. If the DEVELOPER fails to provide such information within sixty (60) days of each anniversary, the CITY may collect and retain any connection charges owed to the DEVELOPER under this contract.

The initial Contact Information and Address for Receipt of Reimbursement Funds is as follows:

_____	_____
_____	_____
_____ Ben Brodsky	DCT Hudson Distribution Co _____
_____	_____
_____ (Telephone/FAX)	_____

IX. ADMINISTRATION

Any inquiries regarding the administration of this agreement shall be directed to the City Engineer.

X. COVENANT RUNNING WITH THE LAND

This Agreement shall be binding on the DEVELOPER, its successors, heirs and assigns and shall so be binding on the legal owners of all properties described within the benefit boundary of the area as shown in the attached **Exhibits 4, 5, and 6**, their successors, heirs and assigns.

XI. HOLD HARMLESS

- A. General Indemnification. The DEVELOPER will indemnify, defend, and hold the CITY and the CITY'S officials and agents harmless from all claims and costs of defense arising out of this agreement as a result of DEVELOPER actions, omissions, misconduct, or breach of contract, including but not limited to attorney's fees, expert witness fees, and the cost of the services of engineering and other personnel who's time is reasonably devoted to the preparation and attendance of depositions, hearings, arbitration proceedings, settlement conferences and trials growing out of the demands and/or actions of property owners incurred in the performance or completion of this Agreement. The DEVELOPER specifically holds the CITY and its officials and agents harmless and waives all claims related to the CITY's establishment and enforcement of the terms and conditions of this agreement, including the failure to locate a beneficiary, assigns, successor, trustee, or survivor of DEVELOPER.
- B. Indemnification Against Liens. The DEVELOPER further agrees to indemnify and defend the CITY from any loss on account of any lien against the facilities that arose on or prior to the date of CITY acceptance of the facilities. If the CITY incurs any expense in defense against any such lien or claim, or in taking any other action that is required of DEVELOPER under this Agreement, the CITY shall have a lien in the full amount thereof against any funds then or thereafter collected by the CITY pursuant to this Agreement.

XII. CONSTITUTIONALITY OR INVALIDITY

If any section, subsection, clause or phrase of this Agreement is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Agreement, as it being hereby expressly declared that this Agreement and each section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, adopted and approved and ratified irrespective of the fact that any one or more section, subsection, sentence, clause or phrase be declared invalid or unconstitutional.

CITY OF AUBURN

Nancy Backus, Mayor

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

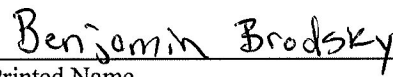
Kendra Comeau, City Attorney

DEVELOPER: DCT Hudson Distribution Center, LLC



Signature

Signature



Printed Name

Printed Name

TITLE: Vice President

TITLE: _____

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that Nancy Backus and Danielle E. Daskam were the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the **MAYOR** and **CITY CLERK** of the CITY OF AUBURN to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

Dated _____

Notary Public in and for the State of Washington
My appointment expires _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Benjamin Brodsky and _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the vice president and _____ of DET Hudson Distribution Center LLC corporation, to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

Dated 08/10/2020

Sareichanto Ly
SAREICHANTO LY
Notary Public in and for the State of Washington
My appointment expires 06/02/2024

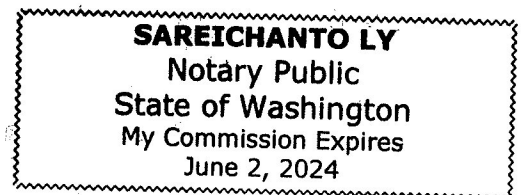


Exhibit 1
Payback Agreement PBK18-0002

Bills of Sale

FAC14-0007

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001

Above this line reserved for recording information.

FAC14-0007
STREET IMPROVEMENTS
BILL OF SALE

Reference # (if applicable):	N/A
Grantor/Borrower:	North Auburn Logistics Holdings, LLC
Grantee/Assignee/Beneficiary:	City of Auburn
Legal Description/STR:	Section 35- Township 21N - Range 4E
Assessor's Tax Parcel ID #:	352204-9024 & 352204-9016

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of TEN DOLLARS (\$10.00), and for the consideration of incorporating the Extension into the City system, and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned Grantor(s) **North Auburn Logistics Holdings, LLC** does by these presents hereby convey, setover, assign, transfer and warrant to the City of Auburn, a Municipal Corporation of the State of Washington, **528 LF of half street improvements and all appurtenances** or any other associated public facility as shown on the public facility extension plans referred to as **FAC14-0007, the North Auburn Logistics development**. Situated within the following described real property, located in King County:

See EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE
A PART HEREOF.

and the said Grantor(s) hereby warrant(s) that they are the sole owner(s) of all the property above conveyed; that they have full power to convey the same and that they will defend the title of the said Grantee against any and all persons lawfully making claim thereto, and indemnify the City of Auburn for any costs, including Attorney fees in defending title.

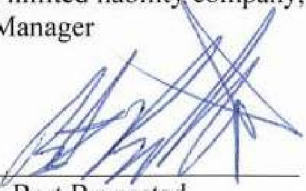
FAC14-0007 Street Improvements - Bill of Sale

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officer(s) this 24 day of June, 2019.

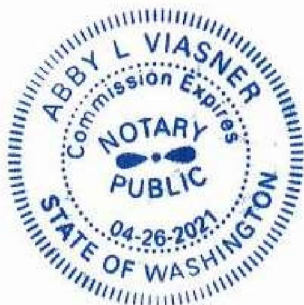
NORTH AUBURN LOGISTICS HOLDINGS, LLC,
a Delaware limited liability company

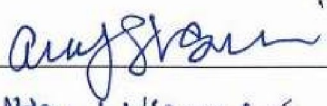
By: North Auburn Logistics Center Holdings PG, LLC,
a Delaware limited liability company,
Managing Member

By: PDC Seattle LLC,
a Delaware limited liability company,
Its Manager

By: 
Bart Brynestad
Local Partner

Dated 06/24/2019




Abby L. Viasner
Notary Public in and for the State of Washington
Residing at Kent
My appointment expires 04/26/2021

FAC14-0007 Street Improvements - Bill of Sale
Page 2 of 3

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A AND TRACT A OF CITY OF AUBURN BOUNDARY LINE
ADJUSTMENT NO. BLA14-0006, RECORDED UNDER RECORDING NUMBER
20160601900006, RECORDS OF KING COUNTY, WASHINGTON, BEING A
PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., KING COUNTY,
WASHINGTON.

FAC14-0007 Street Improvements - Bill of Sale
Page 3 of 3

FAC17-0002

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001

Above this line reserved for recording information.

**BILL OF SALE
FAC17-0002**

Reference # (if applicable):	N/A
Grantor/Borrower:	DCT HUDSON DISTRIBUTION CENTER, LLC
Grantee/Assignee/Beneficiary:	CITY OF AUBURN
Legal Description/STR:	Section 35, Township 22N and Range 4E
Assessor's Tax Parcel ID #:	352204-9027 & 352204-9022

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of TEN DOLLARS (\$10.00), and for the consideration of incorporating the Extension into the City system, and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned Grantor, **DCT HUDSON DISTRIBUTION CENTER, LLC** does by these presents hereby convey, setover, assign, transfer and warrant to the City of Auburn, a Municipal Corporation of the State of Washington **2,659 LF of waterline, 667 LF of sanitary sewer**, and all appurtenances or any other associated public facility as shown on the public facility extension plans referred to as or any other associated public facility as shown on the public facility extension plans referred to as **FAC17-0002, the DCT Hudson Distribution Center** development. Situated within the following described real property, located in King County:

See EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE
A PART HEREOF.

and the said it has full power to convey the same and that it will defend the title of the said Grantee against any and all persons lawfully making claim thereto, and indemnify the City of Auburn for any costs, including Attorney fees in defending title.

FAC17-0002 DCT Hudson Distribution Center Bill of Sale
Page 1 of 4

EXHIBIT A
LEGAL DESCRIPTIONS

PARCEL A:

ALL OF THE FOLLOWING DESCRIBED PARCEL:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 204.50 FEET; THENCE NORTH 88°25'24" EAST ALONG THE SAID NORTH LINE 280.44 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

AND

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNIT, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE SOUTH 27.50 FEET THEREOF.

TRACT A:

THE SOUTH 27.50 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 204.50 FEET; THENCE NORTH 88°25'24" EAST ALONG THE SAID NORTH LINE 280.44 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

AND

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION. 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING

SIGNATORY – DCT INDUSTRIAL OPERATING LLC

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officer(s) this 30th day of April, 2019.

DCT Industrial Operating LLC,
a Delaware limited liability company

By: DCT Industrial Operating Partnership LP,
a Delaware limited partnership,
its Sole member

By: DCT Industrial Trust Inc.,
a Maryland Corporation,
its General Partner

By: Ben Brodsky
Name: Benjamin Brodsky
Title: Vice President

STATE OF WASHINGTON)

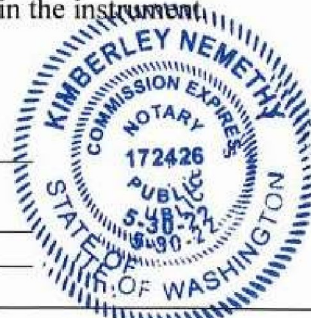
) ss

COUNTY OF KING)

I certify I have known or have satisfactory evidence that Benjamin Brodsky is the person who appeared before me, and said person acknowledged that he signed this instrument on oath stated that he was authorized to execute the instrument and acknowledge as the Vice President of **DCT INDUSTRIAL OPERATING, LLC**, a limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4/30/19

Kimberly Nemethy
Notary Public in and for the State of WA
residing at Federal Way, WA
My appointment expires 5/30/22



FAC17-0002 DCT Hudson Distribution Center Bill of Sale
Page 2 of 4

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001

Above this line reserved for recording information.

**BILL OF SALE
FAC17-0013**

Reference # (if applicable):	N/A
Grantor/Borrower:	DCT HUDSON DISTRIBUTION CENTER LLC
Grantee/Assignee/Beneficiary:	CITY OF AUBURN
Legal Description/STR:	Section 35, Township 22N and Range 4E
Assessor's Tax Parcel ID #:	352204-9027 & 352204-9022

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of TEN DOLLARS (\$10.00), and for the consideration of incorporating the Extension into the City system, and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned Grantor, **DCT HUDSON DISTRIBUTION CENTER LLC** does by these presents hereby convey, setover, assign, transfer and warrant to the City of Auburn, a Municipal Corporation of the State of Washington: **1 traffic signal, 1 sanitary sewer lift station**, and all appurtenances or any other associated public facility as shown on the public facility extension plans referred to as or any other associated public facility as shown on the public facility extension plans referred to as **FAC17-0013**, the **DCT Hudson Distribution Center Traffic Signal and Sewer Lift Station**.

Situated within the following described real property, located in King County:

See EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE
A PART HEREOF.

and the said it has full power to convey the same and that it will defend the title of the said Grantee against any and all persons lawfully making claim thereto, and indemnify the City of Auburn for any costs, including Attorney fees in defending title.

FAC17-0013 DCT Hudson Distribution Center Bill of Sale
Page 1 of 4

EXHIBIT A
LEGAL DESCRIPTIONS

PARCEL A:

ALL OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 204.50 FEET; THENCE NORTH 88°25'24" EAST ALONG THE SAID NORTH LINE 280.44 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

AND

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNT, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE SOUTH 27.50 FEET THEREOF.

TRACT A:

THE SOUTH 27.50 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35; AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 204.50 FEET; THENCE NORTH 88°25'24" EAST ALONG THE SAID NORTH LINE 280.44 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

AND

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit 2
Payback Agreement PBK18-0002

Legal Description of Developer's Property

TAX PARCEL 352204-9022

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 485.12 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL 352204-9027

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

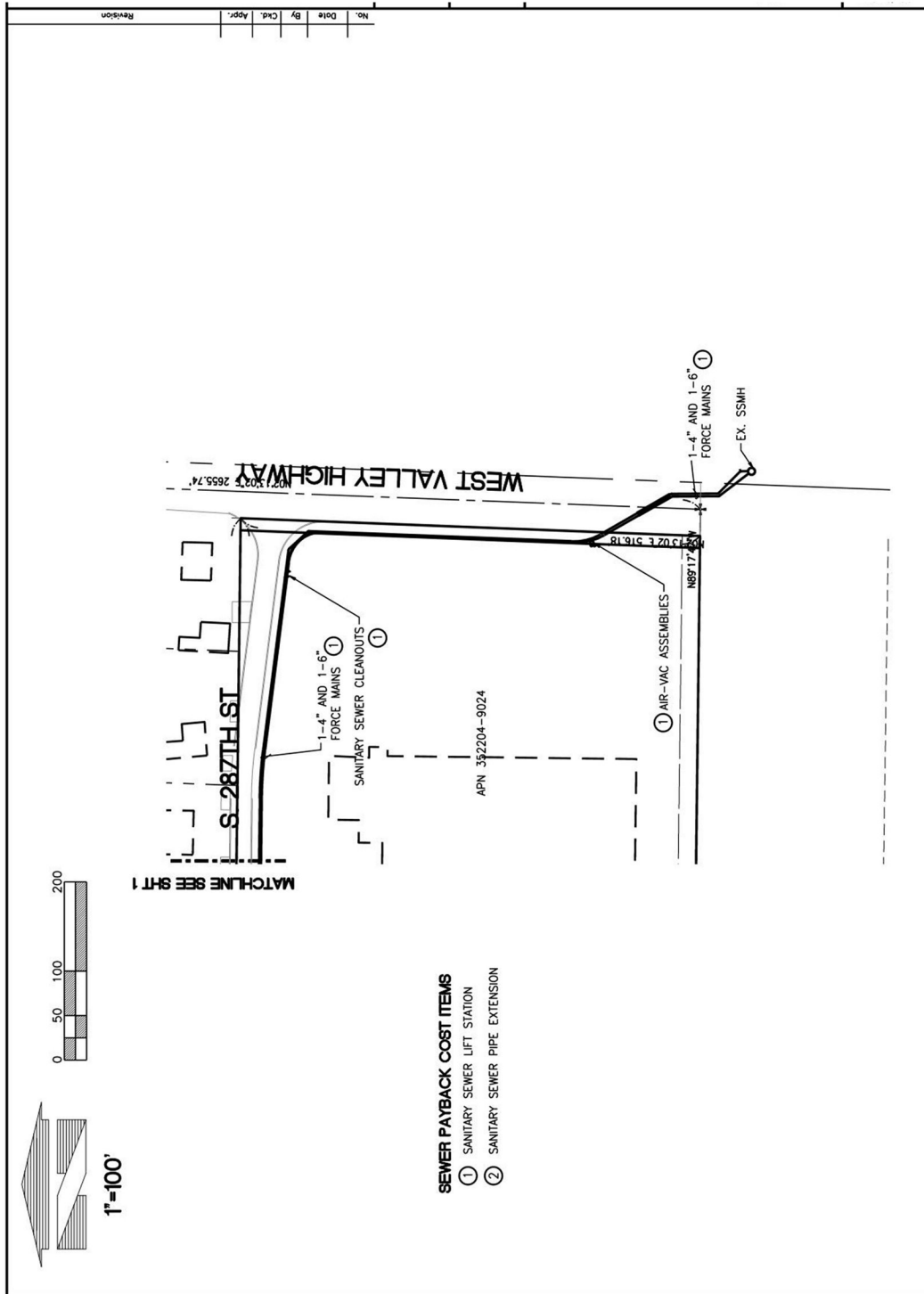


Exhibit 4

Payback Agreement PBK18-0002

Legal Description of Assessment Reimbursement Area and Benefited Properties

Legal Description of Overall Assessment Reimbursement Area

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35 TOWNSHIP 22 NORTH, RANGE 04 EAST, WILLAMETTE MERIDIAN, KING COUNTY WASHINGTON. EXCEPT THE EAST 30 FEET THEREOF FOR WEST VALLEY HIGHWAY AS CONVEYED BY DEEDS RECORDED UNDER KING COUNTY RECORDER'S NUMBER 9303312470 AND 9303080455. EXCEPT THAT PORTION CONVEYED TO THE CITY OF AUBURN BY DEED RECORDED UNDER KING COUNTY RECORDER'S NUMBER 20190225000744. EXCEPT THAT PORTION CONVEYED TO FOR STEIGLEDER ROAD, ALSO KNOWN AS 59TH AVENUE SOUTH UNDER KING COUNTY SUPERIOR COURT CAUSE NUMBER 88946. TOGETHER WITH; THE EAST HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON. EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 2620957.

TOGETHER WITH; THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON. EXCEPT THE EAST 30 FEET THEREOF DEED TO KING COUNTY, WASHINGTON FOR ROAD PURPOSES BY INSTRUMENT RECORDED UNDER RECORDING NUMBERS 813104. TOGETHER WITH; THAT PORTION OF GOVERNMENT LOT 2, IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE EAST 1491.6 FEET; THENCE SOUTH 351.12 FEET; THENCE WEST 1491.6; THENCE NORTH 351.12 FEET TO THE POINT OF BEGINNING. EXCEPT FOR THE SOUTH 130 FEET OF THE WEST 220.2 FEET THEREOF.

Exhibit 4 (continued)

Legal Description of Benefited Properties

TAX PARCEL 352204-9021

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; AND RUNNING THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 1125.08 FEET TO THE TRUE POINT OF BEGINNING, AND RUNNING THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 216.64 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, THENCE SOUTH 87°54'40" WEST ALONG THE SAID NORTH LINE 806.58 FEET; THENCE SOUTH 00°28'40" EAST 216.59 FEET; THENCE NORTH 87°54'40" EAST PARALLEL TO SAID NORTH LINE 804.77 FEET TO THE TRUE POINT OF BEGINNING

TAX PARCEL 352204-9022 (Developer's Property)

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 485.12 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL 352204-9027(Developer's Property)

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH,

Exhibit 4 (continued)

PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL 022104-9002

BEGINNING AT THE NORTHWEST CORNER OF LOT 2; THENCE EAST 1491.6 FEET; THENCE SOUTH 351.12 FEET; THENCE WEST 1491.6 FEET; THENCE NORTH 351.12 FEET TO THE POINT OF BEGINNING, LESS BEGINNING AT THE NORTHWEST CORNER GL 2; THENCE EAST ALONG THE NORTH LINE 859.97 FEET; THENCE SOUTH 220.53 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 130.59 FEET; THENCE EAST 220.20 FEET; THENCE NORTH 130.59 FEET; THENCE WEST 220.20 FEET TO THE POINT OF BEGINNING, INCLUDING AN EASEMENT FOR USE OF PRIVATE ROAD; LESS SOUTH 130 FEET OF THE WEST 220.2 FEET; RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 022104-9084

BEGINNING AT THE NORTHWEST CORNER GL 2; THENCE EAST ALONG THE NORTH LINE 859.97 FEET; THENCE SOUTH 220.53 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 130.59 FEET; THENCE EAST 220.20 FEET; THENCE NORTH 130.59 FEET; THENCE WEST 220.20 FEET TO THE POINT OF BEGINNING; INCLUDING AN EASEMENT FOR USE OF THE PRIVATE ROAD, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 352204-9012

THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, EXCEPT THE SOUTH 80 FEET THEREOF, AND EXCEPT THE EAST 30 FEET THEREOF. DEEDED TO KING COUNTY FOR ROAD PURPOSES BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 813104; AND EXCEPT ROADS

TAX PARCEL 352204-9015

PARCEL A:

THE SOUTH 243 FEET OF THE FOLLOWING DESCRIBED TRACT:
THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 E. W. M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER, NORTH 0°09'00" WEST 516.18 FEET DISTANT FROM SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 0°09'00" WEST A DISTANCE OF 799.31 FEET TO NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER, NORTH 87°54'40" EAST,

Exhibit 4 (continued)

A DISTANCE OF 485.16 FEET, MORE OR LESS, TO A POINT 2130.53 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 804.24 FEET, MORE OR LESS, TO A POINT 516 FEET FROM THE SOUTH LINE OF SAID SECTION 35 AND NORTH 88°27'26" EAST 482.91 FEET DISTANCE FROM THE POINT OF BEGINNING; THENCE SOUTH 88°29'36" WEST 482.91 FEET TO THE POINT OF BEGINNING;

EXCEPT THE WEST 326.32 FEET THEREOF; ALSO EXCEPT THAT PORTION, IF ANY, LYING WITHIN THAT CERTAIN TRACT OF LAND CONVEYED TO TITLE AND TRUST COMPANY BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 1863993.

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 E. W. M., DESCRIBED AS FOLLOWS: THE WEST 326.32 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT NORTH 0°09'00" WEST 516.18 FEET DISTANCE FROM THE SOUTH QUARTER CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST; THENCE NORTH 0°09'00" WEST 799.31 FEET; THENCE NORTH 87°54'40" EAST 485.16 FEET; THENCE SOUTH 804.24 FEET TO A POINT NORTH 88°29'26" EAST AND 482.91 FEET DISTANT FROM THE POINT OF BEGINNING; THENCE SOUTH 88°29'26" WEST 482.91 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF CONDEMNED FOR STEIGLEDER ROAD, ALSO KNOWN AS 59TH AVENUE SOUTH, UNDER KING COUNTY SUPERIOR COURT CAUSE NUMBER 88946.

TAX PARCEL 352204-9016

TRACT A, CITY OF AUBURN BOUNDARY LINE ADJUSTMENT NO. BLA14-0006, RECORDED JUNE 1, 2016 UNDER RECORDING NUMBER 20160601900006, IN VOLUME 344 OF PLATS, PAGES 56 AND 57, IN KING COUNTY, WASHINGTON. TOGETHER WITH EASEMENT RIGHTS FOR ROAD PURPOSES OVER A 10 FOOT ROAD, AS RESERVED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 17, 1920 UNDER RECORDING NUMBER 1477534 IN VOLUME 1130 OF DEEDS, PAGE 199, IN KING COUNTY, WASHINGTON, AND AS RESERVED IN THAT CERTAIN QUIT CLAIM DEED RECORDED JUNE 18, 1958 UNDER RECORDING NUMBER 4912725, IN VOLUME 3797 OF DEEDS, PAGE 455, IN KING COUNTY, WASHINGTON.

TAX PARCEL 352204-9020

THE SOUTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35,

Exhibit 4 (continued)

TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
EXCEPT ROAD. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL 352204-9023

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1815.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 250 FEET PARALLEL TO THE EAST LINE OF SAID SECTION 35; THENCE SOUTH 88°29'26" WEST 100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO ANDREW NELSON BY DEED RECORDED IN VOLUME 1416 OF DEEDS, PAGE 159, UNDER AUDITOR'S FILE NO. 2504087, RECORDS OF SAID COUNTY; THENCE SOUTH ALONG THE EASTERLY LINE OF SAID ANDREW NELSON TRACT 250 FEET; THENCE NORTH 88°20'26" EAST 100 FEET MORE OR LESS TO THE POINT OF BEGINNING.

TAX PARCEL 352204-9024

PARCEL A, CITY OF AUBURN BOUNDARY LINE ADJUSTMENT NO. BLA14-0006, RECORDED JUNE 1, 2016 UNDER RECORDING NUMBER 20160601900006, IN VOLUME 344 OF PLATS, PAGES 56 AND 57, IN KING COUNTY, WASHINGTON. TOGETHER WITH EASEMENT RIGHTS FOR ROAD PURPOSES OVER A 10 FOOT ROAD, AS RESERVED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 17, 1920 UNDER RECORDING NUMBER 1477534 IN VOLUME 1130 OF DEEDS, PAGE 199, IN KING COUNTY, WASHINGTON, AND AS RESERVED IN THAT CERTAIN QUIT CLAIM DEED RECORDED JUNE 18, 1958 UNDER RECORDING NUMBER 4912725, IN VOLUME 3797 OF DEEDS, PAGE 455, IN KING COUNTY, WASHINGTON.

TAX PARCEL 352204-9025

THE SOUTH 516.8 FEET OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., LESS THE EAST 1751.72 FEET AND LESS THE FOLLOWING: BEGINNING AT A POINT ON THE NORTH PROPERTY LINE, EAST 112 FEET FROM THE CORNER OF THE PROPERTY; THENCE EAST ALONG THE NORTH PROPERTY LINE TO THE NORTHEAST CORNER; THENCE SOUTH ALONG THE EAST PROPERTY LINE TO THE SOUTHEAST COMER; THENCE WEST ALONG THE SOUTH PROPERTY LINE, 134.2 FEET; THENCE NORTH 129.4 FEET; THENCE SOUTH 85-8-7.748 WEST 71.85 FEET; THENCE SOUTH 35-32-15.64 WEST, 91.73 FEET; THENCE NORTH 75-19-24.98 WEST, 66.13 FEET, THENCE

Exhibit 4 (continued)

NORTH 52-1-42.22 WEST, 158.4 FEET; THENCE NORTH 64-37-20.12 WEST, 131.5 FEET; THENCE NORTH 27-48-19.85 WEST, 346.1 FEET TO THE POINT OF BEGINNING, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 352204-9027

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL 352204-9028

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 88°29'26" WEST ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION 30.00 FEET; THENCE NORTHERLY PARALLEL WITH EASTERLY LINE OF SAID SECTION A DISTANCE OF 516.18 FEET; THENCE SOUTH 88°29'26" WEST 150 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING 88°29'26" WEST 150 FEET; THENCE NORTHERLY PARALLEL WITH EASTERLY LINE OF SAID SECTION A DISTANCE OF 135 FEET; THENCE NORTH 88°29'26" EAST 150.00 FEET; THENCE SOUTHERLY 135.00 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL 352204-9029

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION BEARS NORTH 88°29'26" EAST 1,321.29 FEET; THENCE RUNNING NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 430.43 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SECTION 516.18 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE NORTH 88°29'26" EAST ALONG SAID SOUTH LINE 430.43 FEET

Exhibit 4 (continued)

TO THE POINT OF BEGINNING; SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL 352204-9030

THE WEST 3 1/2 ACRES OF THE FOLLOWING DESCRIBED TRACT:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M.; AND RUNNING THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE SOUTH 87°54'40" WEST ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING; SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL 352204-9039

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; AND RUNNING THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 651.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 202.90 FEET; THENCE SOUTH 87°54'40" WEST 324.50 FEET; THENCE SOUTH 0°28'40" EAST 199.82 FEET; THENCE NORTH 87°54'40" EAST 324.50 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

TAX PARCEL 352204-9042

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, NORTH 0°09'00" WEST 516.18 FEET DISTANT FROM SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 0°09'00" WEST 799.31 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, NORTH 87°54'40" EAST 485.16 FEET, MORE OR LESS, TO A POINT 2,130.55 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 804.24 FEET, MORE OR LESS,

Exhibit 4 (continued)

TO A POINT 516 FEET FROM THE SOUTH LINE OF SAID SECTION 35 AND NORTH 88°29'26" EAST 482.91 FEET DISTANT FROM THE PLACE OF BEGINNING; THENCE SOUTH 88°29'26" WEST 482.91 FEET TO THE PLACE OF BEGINNING; EXCEPT THE WEST 326.31 FEET; AND EXCEPT THE SOUTH 243 FEET; TOGETHER WITH AN EASEMENT OVER AND ACROSS THE EAST 11.5 FEET OF THE SOUTH 243 FEET OF THE FOLLOWING DESCRIBED TRACT: THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 E.W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER, NORTH 0°09'00" WEST 516.18 FEET DISTANT FROM SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 0°09'00" WEST A DISTANCE OF 799.31 FEET TO NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER, NORTH 87°54'40" EAST, A DISTANCE OF 485.16 FEET, MORE OR LESS, TO A POINT 2130.55 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 804.24 FEET, MORE OR LESS, TO A POINT 516 FEET FROM THE SOUTH LINE OF SAID SECTION 35 AND NORTH 88°29'26" EAST 482.91 FEET DISTANCE FROM THE POINT OF BEGINNING; THENCE SOUTH 88°29'26" WEST 482.91 FEET TO THE POINT OF BEGINNING; EXCEPT THE WEST 326.31 FEET THEREOF; ALSO EXCEPT THAT PORTION, IF ANY, LYING WITHIN THAT CERTAIN TRACT OF LAND CONVEYED TO TITLE AND TRUST COMPANY INSTRUMENT RECORDED UNDER RECORDING NUMBER 1863993.

TAX PARCEL 352204-9043

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1,695.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 35, 808.34 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 87°54'40" WEST 120 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION 35 TO THE INTERSECTION WITH A LINE WHICH BEARS SOUTH 88°29'26" WEST 120 FEET FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 88°29'26" EAST 120 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT FOR ROAD, NOW CALLED SOUTH 287TH STREET.

Exhibit 4 (continued)

TAX PARCEL 352204-9046

LOT 35-22-04 OF BLOCK 9046, SEC. 35, TOWNSHIP 22, RANGE 04; BEING THE NORTH 135 FT. OF THE SOUTH 651.18 FT. OF THE WEST 174 FT. OF THE EAST 504 FT., SUBJECT TO THE RIGHT OF WAY; RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 352204-9047

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE SOUTH 88°29' 26" WEST ALONG THE SOUTH LINE THEREOF 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 651.18 FEET; THENCE SOUTH 88°29'26" WEST 474 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SUBDIVISION 135 FEET; THENCE SOUTH 88°29'26" WEST 325.49 FEET; THENCE NORTH 0°28'40" WEST 329.65 FEET; THENCE NORTH 87°54'40" EAST 478.02 FEET MORE OR LESS TO A POINT FROM WHICH THE EAST LINE OF SAID SUBDIVISION BEARS NORTH 87°54'40" EAST 354.51 FEET; THENCE SOUTH 0°28'40" EAST 199.59 FEET MORE OR LESS TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS SOUTH 88°29'26" WEST; THENCE SOUTH 88°29'26 WEST 149.50 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, THENCE SOUTH 88°29'26" WEST ALONG THE SOUTH LINE THEREOF 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 651.18 FEET; THENCE SOUTH 88°29'26" WEST 474 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SUBDIVISION 135 FEET; THENCE SOUTH 88°29'26" WEST 90 FEET; THENCE NORTH 0°28'40" EAST 135 FEET; THENCE NORTH 88°29'26" EAST 90 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL 352204-9049

THE NORTH 271.0 FEET OF THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; AND RUNNING THENCE ALONG THE SECTION LINE SOUTH 88 DEGREES 29 MINUTES 26 SECONDS WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 516.18 FEET TO THE TRUE POINT OF BEGINNING; RUNNING THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 600.90 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 40 SECONDS WEST 804.77 FEET; THENCE SOUTH

Exhibit 4 (continued)

0 DEGREES 28 MINUTES 40 SECONDS EAST 600.65 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 26 SECONDS EAST 799.49 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL 352204-9056

PARCEL A:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 35, 1,815.45 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION 35, 250 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH ON SAID LINE 558.34 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 87°54'40" WEST 100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO ANDREW NELSON BY DEED RECORDED VOLUME 1416 OF DEEDS, PAGE 156, UNDER RECORDING NUMBER 2504087, RECORDS OF SAID COUNTY; THENCE SOUTH ALONG THE EASTERLY LINE OF SAID ANDREW NELSON TRACT 558.34 FEET, MORE OR LESS, TO A POINT SOUTH 88°29'26" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 88°29'26" EAST 100 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING;

PARCEL B:

AN EASEMENT FOR ROAD PURPOSES OVER THE WESTERLY 10 FEET OF THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1,815.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 250 FEET PARALLEL TO THE EAST LINE OF SAID SECTION 35; THENCE SOUTH 88°29'26" WEST 100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO ANDREW NELSON BY DEED RECORDED VOLUME 1416 OF DEEDS, PAGE 159, UNDER RECORDING NUMBER 2504087, RECORDS OF SAID COUNTY; THENCE SOUTH ALONG THE EASTERLY LINE OF SAID ANDREW NELSON TRACT 250 FEET; THENCE NORTH 88°29'26" EAST 100 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Exhibit 4 (continued)

TAX PARCEL 352204-9058

THE SOUTH 80 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W M, IN KING COUNTY, WASHINGTON, EXCEPT THE EAST 30 FEET THEREOF DEEDED TO KING COUNTY, WASHINGTON, FOR ROAD PURPOSES BY INSTRUMENT RECORDED UNDER RECORDING NO 813104, AND EXCEPT ROADS SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL 352204-9059

THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST W.M., IN KING COUNTY, WASHINGTON; EXCEPT COUNTY ROAD.

TAX PARCEL 352204-9067

THE NORTH 135 FEET OF THE SOUTH 651.18 FEET OF THE EAST 180 FEET OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 30 FEET FOR ROAD; AND EXCEPT COUNTY ROAD.

TAX PARCEL 352204-9082

BEGINNING 651.18 FEET NORTH OF AND SOUTH 88°29'26" WEST FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST; THENCE CONTINUING WEST 90 FEET; THENCE SOUTH 135 FEET; THENCE NORTH 88°29'26" EAST 90 FEET; THENCE NORTH TO THE POINT OF BEGINNING.

TAX PARCEL 352204-9038

THE EAST HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NO. 2620957

Exhibit 5
Payback Agreement PBK18-0002
Assessment Reimbursement Area

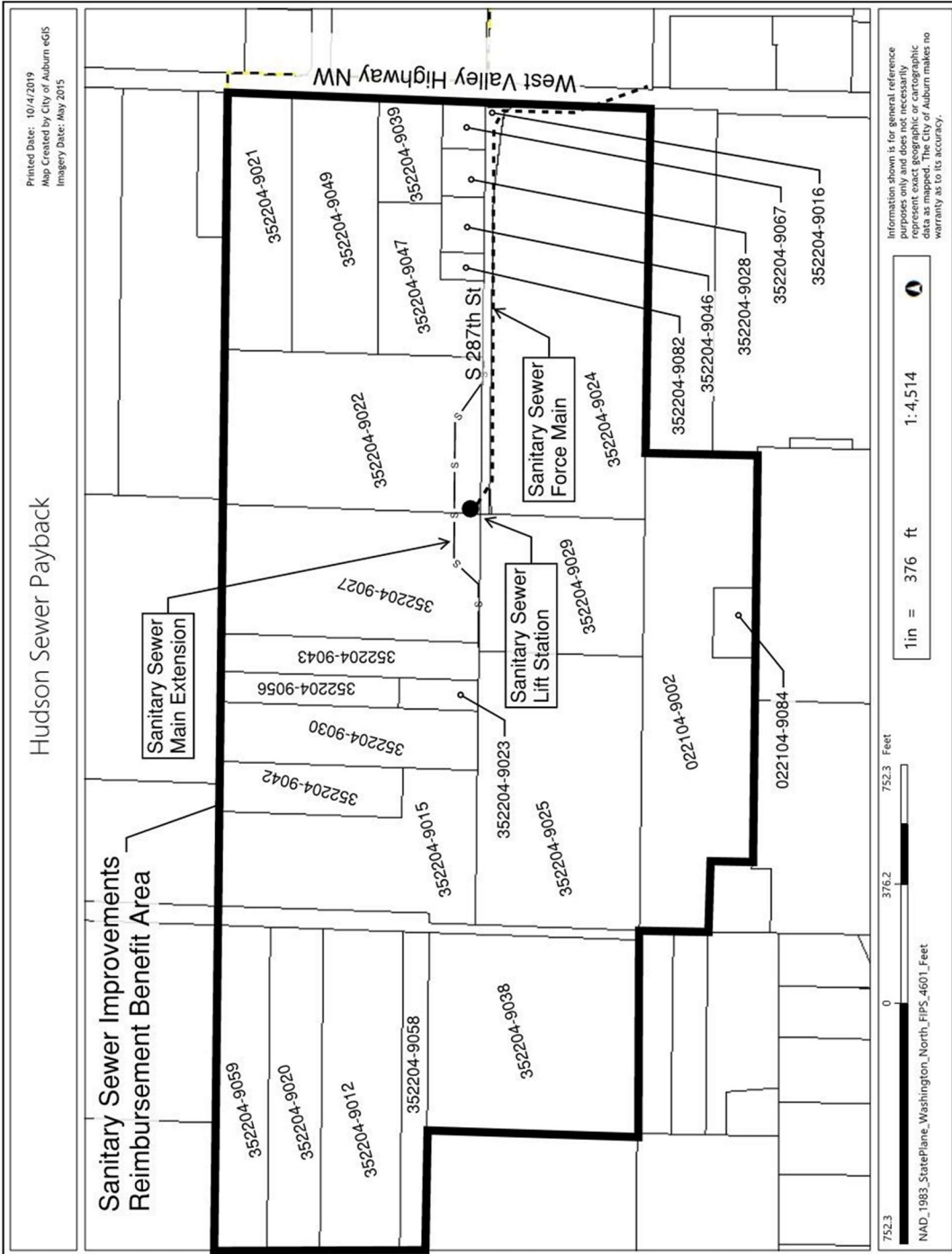


Exhibit 6 Payback Agreement PBK18-0002

Benefited Properties Reimbursement Fees

Sewer Lift Station Total Cost	\$1,744,097.71
Benefitting properties cost/SF of developable area - M1 Zone	\$0.616
Benefitting properties cost/SF of developable area - R5 Zone	\$0.287
Sewer Pipe Extension Total Cost	\$145,584.18
Cost/linear foot of Property Frontage	\$81.24

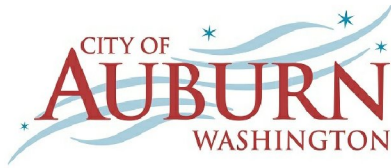
	Parcel Number	Estimated Potential Developable Area (SF)	Zoning	Lift Station Assessment* Amount	Frontage Length	Assessment of Sewer Pipe Extension (%)	Pipe Extension Assessment Amount	Total Payback Amount
1	022104-9002	69,630	M1	\$42,892.01	0	0.00%	\$0.00	\$42,892.01
2	022104-9084	28,754	R5	\$8,252.30	0	0.00%	\$0.00	\$8,252.30
3	352204-9012	66,087	R5	\$18,966.99	0	0.00%	\$0.00	\$18,966.99
4	352204-9015	143,581	M1	\$88,446.06	0	0.00%	\$0.00	\$88,446.06
5	352204-9016	39,596	M1	\$24,390.88	0	0.00%	\$0.00	\$24,390.88
6	352204-9020	53,965	M1	\$33,242.14	0	0.00%	\$0.00	\$33,242.14
7	352204-9021	153,845	M1	\$94,768.39	0	0.00%	\$0.00	\$94,768.39
8	352204-9022	352,903	M1	\$217,388.30	492	27.46%	\$39,970.66	\$257,358.96
9	352204-9023	23,930	M1	\$14,741.01	0	0.00%	\$0.00	\$14,741.01
10	352204-9024	513,068	M1	\$316,049.91	492	27.46%	\$39,970.66	\$356,020.57
11	352204-9025	179,288	M1	\$110,441.11	0	0.00%	\$0.00	\$110,441.11
12	352204-9027	290,674	M1	\$179,055.02	404	22.54%	\$32,821.43	\$211,876.45
13	352204-9028	18,528	M1	\$11,413.47	0	0.00%	\$0.00	\$11,413.47
14	352204-9029	67,469	M1	\$41,561.00	404	22.54%	\$32,821.43	\$74,382.43
15	352204-9030	152,764	M1	\$94,102.88	0	0.00%	\$0.00	\$94,102.88
16	352204-9038	129,623	R5	\$37,201.92	0	0.00%	\$0.00	\$37,201.92

	Parcel Number	Estimated Potential Developable Area (SF)	Zoning	Lift Station Assessment* Amount	Frontage Length	Assessment of Sewer Pipe Extension (%)	Pipe Extension Assessment Amount	Total Payback Amount
17	352204-9039	90,535	M1	\$55,769.60	0	0.00%	\$0.00	\$55,769.60
18	352204-9042	26,361	M1	\$16,238.40	0	0.00%	\$0.00	\$16,238.40
19	352204-9043	73,087	M1	\$45,021.64	0	0.00%	\$0.00	\$45,021.64
20	352204-9046	21,769	M1	\$13,409.99	0	0.00%	\$0.00	\$13,409.99
21	352204-9047	115,600	M1	\$71,209.39	0	0.00%	\$0.00	\$71,209.39
22	352204-9049	201,381	M1	\$124,050.75	0	0.00%	\$0.00	\$124,050.75
23	352204-9056	37,435	M1	\$23,059.86	0	0.00%	\$0.00	\$23,059.86
24	352204-9058	20,870	R5	\$5,989.58	0	0.00%	\$0.00	\$5,989.58
25	352204-9059	61,797	M1	\$38,067.08	0	0.00%	\$0.00	\$38,067.08
26	352204-9067	18,528	M1	\$11,413.47	0	0.00%	\$0.00	\$11,413.47
27	352204-9082	11,290	M1	\$6,954.56	0	0.00%	\$0.00	\$6,954.56
	Total Assessments	2,962,358		\$1,744,097.71	1792	100.00%	\$145,584.18	\$1,889,681.89

* Assessment based on developable area, zoning, and potential sewer use.

Total Reimbursable Amount \$1,420,446.48

Note 1: Parcels 3522049022 and 3522049027 were owned by the developer. They were used in the calculation of assessment amounts, but not in the total reimbursable amount.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6771 (Gaub)

Date:

August 31, 2020

Department:

Public Works

Attachments:

[Ordinance No. 6771 and Exhibit A Water](#)

[Payback Agreement PBK18-0003](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6771.

Background Summary:

Ordinance No. 6771 authorizes the Mayor to execute a Water Payback Agreement for Utilities Developer's Extension between the City Of Auburn and DCT Hudson Distribution Center, LLC.

DCT Hudson Distribution Center, LLC has constructed a public water main extension across the front of their property. Those facilities are able to serve 2 parcels, which, when developed, will benefit from those improvements.

DCT Hudson Distribution Center, LLC has requested a Payback Agreement from the City. The Payback agreement would allow the developer to recover partial costs related to the design and construction of the water system improvements over time when other benefiting properties choose to connect to the system. The proposed agreement was reviewed by Council at the August 10, 2020 Council Study Session.

City staff has notified the property owners within the "assessment reimbursement area" of the potential future charges, and the Council will hold a public hearing on the ordinance during the September 8, 2020 City Council Meeting.

Reviewed by Council Committees:

Councilmember: Brown

Staff:

Gaub

Meeting Date: September 8, 2020

Item Number:

ORD.C

ORDINANCE NO. 6771

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A WATER PAYBACK AGREEMENT FOR A UTILITIES DEVELOPER'S EXTENSION BETWEEN THE CITY OF AUBURN AND DCT HUDSON DISTRIBUTION CENTER, LLC

WHEREAS, Chapter 13.40 of the Auburn City Code (ACC) authorizes the City Engineer to develop, implement, and administer facility extension agreements for utility improvements; and

WHEREAS, Chapter 3.25 of the ACC authorizes the City Engineer to execute payback agreements for public utility improvements after Council approval; and

WHEREAS, Chapter 3.25 of the ACC requires that the City Council conduct a public hearing to consider approving the payback agreements; and

WHEREAS, DCT Hudson Distribution Center, LLC, has constructed the water utility improvements described in the payback agreement, Exhibit A, and has agreed to deed those improvements to the City; and

WHEREAS, pursuant to ACC 13.40.030, the City has received and approved plans for those improvements; and

WHEREAS, the City Council finds that entry into the payback agreement is in the best interest of the City.

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

Section 1. The Mayor is authorized to execute a Payback Agreement for

Developer's Extension between the City and DCT Hudson Distribution Center, LLC, which agreement will be in substantial conformity with the agreement attached as Exhibit A.

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Kendra Comeau, City Attorney

PUBLISHED: _____

Ordinance No. 6771
August 6, 2020
Page 2 of 2

Exhibit A
Ordinance 6771

Payback Agreement PBK18-0003
(15 pages)

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001

Above this line reserved for recording information.

**PAYBACK AGREEMENT PBK18-0003 FOR UTILITIES (WATER)
DEVELOPER'S EXTENSION**

Reference # (if applicable):	N/A	Additional on page:	_____
Grantor :	City of Auburn		
Grantee :	1) DCT Hudson Distribution Center, LLC	2)	
Legal Description / STR:	Section 35, T22N, R4E	Additional on page:	_____
Assessor's Tax Parcel ID#:	3522049027, 3522049022		

This Agreement made and entered into this _____ day of _____, 2020, by and between the **City of Auburn**, a municipal corporation of King County, Washington ("the CITY") and **DCT Hudson Distribution Center, LLC**, whose address is 12720 Gateway Drive, Suite 100, Tukwila, WA 98168 "(the DEVELOPER)".

WHEREAS, pursuant to Chapter 35.91 RCW, the CITY has by Ordinance No. 6771 adopted by the City Council on the _____ day of _____, 2020, approved the execution of this Payback Agreement with the DEVELOPER above and referring to facilities described in this Agreement; and

WHEREAS, the above-described DEVELOPER has offered and the CITY has agreed to accept the water facilities described in **Exhibit 1**, Bill of Sale, as part of the utility systems of the CITY;

NOW THEREFORE, IN CONSIDERATION OF THE CONDITIONS AND
COVENANTS IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

I. DEVELOPER

At the time of construction, the above-described DEVELOPER was the record OWNER of real property legally described as shown on **Exhibit 2** submitted by the DEVELOPER.

“DEVELOPER” shall include successors, heirs, and assigns. The term shall include a bankruptcy estate and a receivership as long as the City receives notice of the bankruptcy or receivership as the law requires for notice to creditors, and the DEVELOPER provides the notice required by section VIII of this agreement.

II. FACILITIES

The facilities which have been constructed by the DEVELOPER are as shown in the attached **Exhibit 3**, incorporated by this reference, and processed as a Developer Public Facility Extension, reference number FAC17-0002, the originals on file at the office of the City Engineer. The facilities have been constructed in accordance with the ordinances and requirements of the CITY governing the construction specifications for facilities of such type, and have been approved by the City Engineer.

III. AREA OF FACILITY SERVICE BENEFIT

The properties benefited by the facilities (“Benefited Properties”) constructed by the DEVELOPER are legally described on **Exhibit 4** and are shown on **Exhibit 5**, which are by this reference incorporated in this Agreement. Any owner of real estate legally described within the benefit boundary as shown on the attached **Exhibits 4 and 5**, shall pay, as a condition for connecting to the facilities, the amount as identified in Section V. All property within the benefit boundary shall be subject to the connection fee as provided in this agreement as a condition of issuance of the connection permit by the CITY.

IV. TERMS

For a period of **20 years** from the date of this agreement, any owner (latecomer) of real estate legally described in Section III, and which owner has not fully contributed their pro rata share to the original cost of the above-described facility, shall pay to the CITY the amounts specified in Section V of this agreement. The charge represents the fair pro rata share of the cost of construction of said facilities payable by the Benefited Properties. This agreement will expire on _____ day of _____, 2040.

Payment of the latecomer’s pro rata share will be required by the CITY at the time the CITY issues a utility permit for water service, as described in Auburn City Code (ACC) -13.06.050 to connect and use the system. A benefited property that constructs a facility extension that connects to the facilities included in this Payback Agreement is not subject to payback payments until the benefited property (or each of the properties

resulting from the subdivision of the benefited property) applies for utility service. Additionally, although stubs for utility service may be constructed to Benefited Properties as part of the facilities included in this Payback Agreement, no payback payments will be required until such time as those Benefited Properties apply for utility service.

The CITY shall reimburse the DEVELOPER within sixty (60) days of the date the City receives payment from a person requesting connection to the facilities.

V. AMOUNT OF REIMBURSEMENT

The DEVELOPER, its successors, heirs and assigns, agrees that the amounts which the DEVELOPER is reimbursed from the property owners as specified in Section III of this Agreement, represents a fair pro rata share reimbursement for the DEVELOPER'S construction of the facilities described in Section II of this Agreement.

The amount of reimbursement for water installed across the property frontage of a benefitted property will be \$70.76 times the length of the property frontage, as listed in **Exhibit 6**.

The City will deduct from each reimbursement payment a payment processing fee as established in the City's annual fee schedule.

The total amount of reimbursement to the DEVELOPER for the facilities from all applicable charges shall not exceed **\$28,588.27**.

In the event that a benefitting property or properties is/are subdivided prior to connecting to the facilities, the City may reallocate the reimbursement amount(s) in a manner consistent with the methodology described above. The City will notify both the DEVELOPER and the property owner of any revisions to the reimbursement amounts.

VI. NOTICE AND HEARING

Prior to passing the Ordinance authorizing this agreement, the CITY shall conduct a public hearing in accordance with ACC 3.25.080, including meeting the notification requirements of that section.

VII. EFFECT OF AGREEMENT

The provisions of this Agreement shall not be effective as to any owner of real estate not a party to this Agreement unless this Agreement has been recorded in the King County Recorder's Office prior to the time such owner receives a permit to connect to and use said facilities.

If for any reason, the CITY fails to secure a latecomer payment for Owner's fair pro rata share of the cost of the facilities before connection to the extension, the CITY is not liable for payment to the DEVELOPER.

Following approval of the Ordinance authorizing this agreement, the City will record the document at the appropriate County's Office. The DEVELOPER shall be responsible for correcting any portion of the document determined to not be recordable and any re-recording fees.

This agreement is subject to the provisions of Auburn City Code (“ACC”) Chapter 3.25 and shall be void if the DEVELOPER is in violation of any term or condition of that Chapter as it exists on the date of execution of this agreement.

VIII. CURRENT ADDRESS & TELEPHONE NUMBER

The DEVELOPER shall keep a current record of the Developer’s address and telephone number on file with the City Engineer, and shall within 30 days of any change of said address and/or telephone number, notify the City Engineer in writing. If the DEVELOPER fails to do so, the parties agree that the CITY may authorize connections resulting therefrom and not incur any liability for the non-collection and/or non-reimbursement of charges to the DEVELOPER under this Agreement. Every two years from the effective date of this agreement, shown on page one, the DEVELOPER shall notify the City Engineer of its current name, address, and telephone number. If the DEVELOPER fails to provide such information within sixty (60) days of each anniversary, the CITY may collect and retain any connection charges owed to the DEVELOPER under this contract.

The initial Contact Information and Address for Receipt of Reimbursement Funds is as follows:

_____	_____
_____	_____
_____ Ben Brodsky	_____ DCT Hudson Distribution Co
_____	_____
_____	_____
_____ (Telephone/FAX)	_____

IX. ADMINISTRATION

Any inquiries regarding the administration of this agreement shall be directed to the City Engineer.

X. COVENANT RUNNING WITH THE LAND

This Agreement shall be binding on the DEVELOPER, its successors, heirs and assigns and shall so be binding on the legal owners of all properties described within the benefit boundary of the area as shown in the attached **Exhibits 4, 5, and 6**, their successors, heirs and assigns.

XI. HOLD HARMLESS

- A. General Indemnification. The DEVELOPER will indemnify, defend, and hold the CITY and the CITY'S officials and agents harmless from all claims and costs of defense arising out of this agreement as a result of DEVELOPER actions, omissions, misconduct, or breach of contract, including but not limited to attorney's fees, expert witness fees, and the cost of the services of engineering and other personnel who's time is reasonably devoted to the preparation and attendance of depositions, hearings, arbitration proceedings, settlement conferences and trials growing out of the demands and/or actions of property owners incurred in the performance or completion of this Agreement. The DEVELOPER specifically holds the CITY and its officials and agents harmless and waives all claims related to the CITY's establishment and enforcement of the terms and conditions of this agreement, including the failure to locate a beneficiary, assigns, successor, trustee, or survivor of DEVELOPER.
- B. Indemnification Against Liens. The DEVELOPER further agrees to indemnify and defend the CITY from any loss on account of any lien against the facilities that arose on or prior to the date of CITY acceptance of the facilities. If the CITY incurs any expense in defense against any such lien or claim, or in taking any other action that is required of DEVELOPER under this Agreement, the CITY shall have a lien in the full amount thereof against any funds then or thereafter collected by the CITY pursuant to this Agreement.

XII. CONSTITUTIONALITY OR INVALIDITY

If any section, subsection, clause or phrase of this Agreement is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Agreement, as it being hereby expressly declared that this Agreement and each section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, adopted and approved and ratified irrespective of the fact that any one or more section, subsection, sentence, clause or phrase be declared invalid or unconstitutional.

CITY OF AUBURN

Nancy Backus, Mayor

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

DEVELOPER: DCT Hudson Distribution Center, LLC

Signature Bu B

TITLE: Vice President

Signature _____

TITLE: _____

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that Nancy Backus and Shawn Campbell were the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the **MAYOR** and **CITY CLERK** of the CITY OF AUBURN to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

Dated _____

Notary Public in and for the State of Washington
My appointment expires _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Benjamin Brodsky are
_____ and _____
the persons who appeared before me, and said persons acknowledged that they signed this
instrument, on oath stated that they were authorized to execute the instrument and
acknowledged it as the Vice President and
_____ of DCT Hudson Distribution Center, LLC a
corporation, to be the free and voluntary act of such parties for the uses and purposes
mentioned in this instrument.

Dated 08/10/2020

Sareichanto Ly

SAREICHANTO LY

Notary Public in and for the State of Washington
My appointment expires 06/02/2024

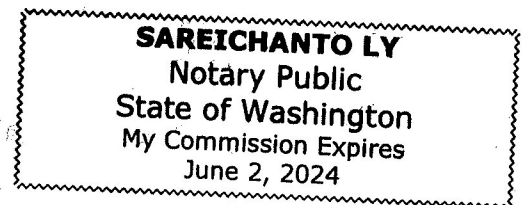


Exhibit 1
Payback Agreement PBK18-0003xx-xxxx

Bill of Sale

Above this line reserved for recording information.

BILL OF SALE
FAC17-0002

Reference # (if applicable):	N/A
Grantor/Borrower:	DCT HUDSON DISTRIBUTION CENTER, LLC
Grantee/Assignee/Beneficiary:	CITY OF AUBURN
Legal Description/STR:	Section 35, Township 22N and Range 4E
Assessor's Tax Parcel ID #:	352204-9027 & 352204-9022

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of TEN DOLLARS (\$10.00), and for the consideration of incorporating the Extension into the City system, and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned Grantor, **DCT HUDSON DISTRIBUTION CENTER, LLC** does by these presents hereby convey, setover, assign, transfer and warrant to the City of Auburn, a Municipal Corporation of the State of Washington **2,659 LF of waterline, 667 LF of sanitary sewer**, and all appurtenances or any other associated public facility as shown on the public facility extension plans referred to as or any other associated public facility as shown on the public facility extension plans referred to as **FAC17-0002**, the **DCT Hudson Distribution Center** development. Situated within the following described real property, located in King County:

See EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE
A PART HEREOF.

and the said it has full power to convey the same and that it will defend the title of the said Grantee against any and all persons lawfully making claim thereto, and indemnify the City of Auburn for any costs, including Attorney fees in defending title.

FAC17-0002 DCT Hudson Distribution Center Bill of Sale
Page 1 of 4

Exhibit 1 (Continued)
Payback Agreement PBK18-0003xx-xxxx

EXHIBIT A
LEGAL DESCRIPTIONS

PARCEL A:

ALL OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 204.50 FEET; THENCE NORTH 88°25'24" EAST ALONG THE SAID NORTH LINE 280.44 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

AND

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNT, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE SOUTH 27.50 FEET THEREOF.

Exhibit 1 (Continued)
Payback Agreement PBK18-0003

TRACT A:

THE SOUTH 27.50 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 204.50 FEET; THENCE NORTH 88°25'24" EAST ALONG THE SAID NORTH LINE 280.44 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

AND

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit 2
Payback Agreement PBK18-0003

Legal Description of Developer's Property

(TAX PARCEL #352204-9022)

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 204.50 FEET; THENCE NORTH 88°25'24" EAST ALONG THE SAID NORTH LINE 280.44 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

(TAX PARCEL #352204-9027)

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNT, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit 3
Payback Agreement PBK18-0003

Facilities Constructed

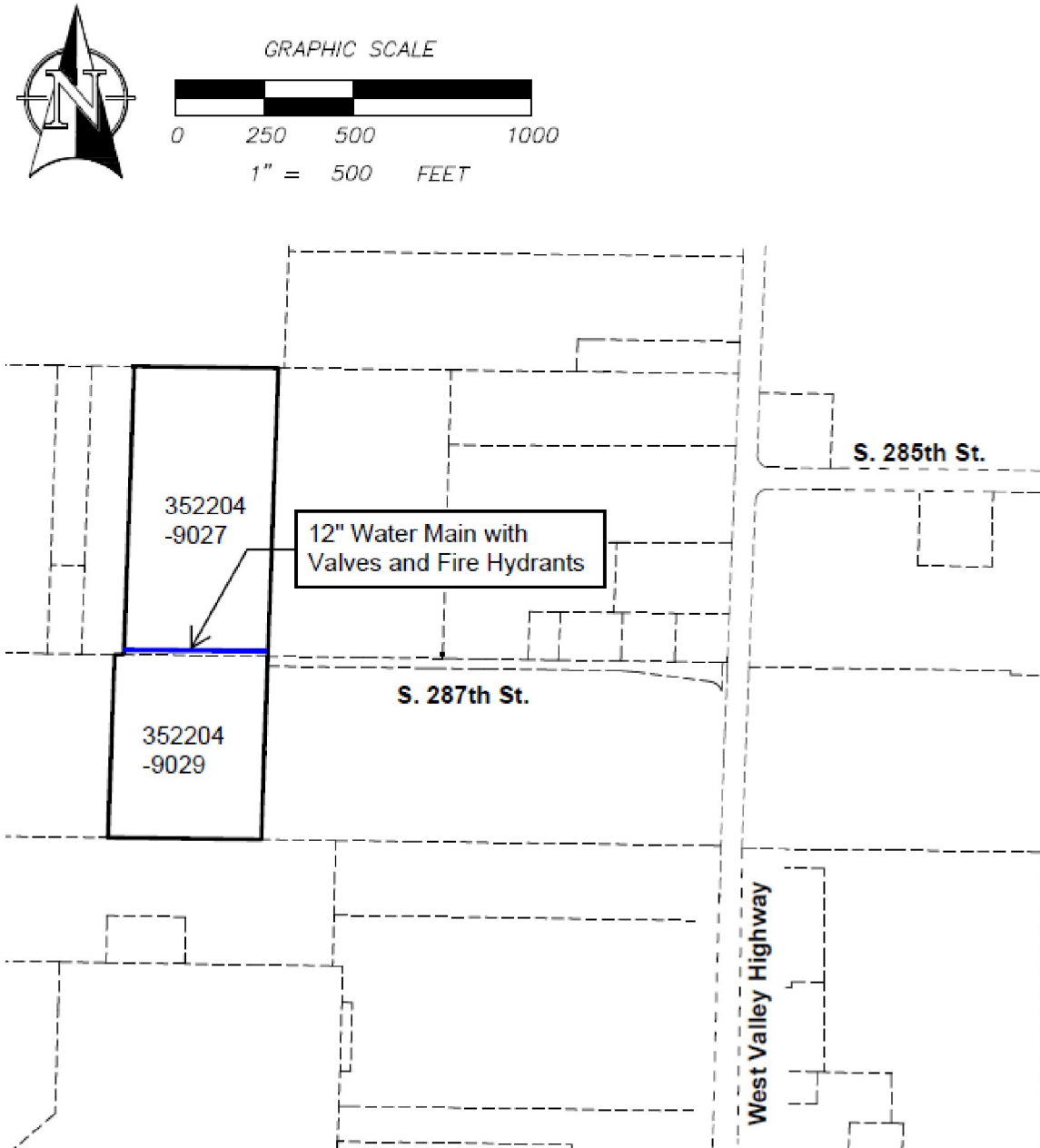


Exhibit 4
Payback Agreement PBK18-0003

Legal Description of Assessment Reimbursement Area and Benefitting Properties

(TAX PARCEL #352204-9027)

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

(TAX PARCEL #352204-9029)

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION BEARS NORTH 88°29'26" EAST 1,321.29 FEET; THENCE RUNNING NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 430.43 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SECTION 516.18 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE NORTH 88°29'26" EAST ALONG SAID SOUTH LINE 430.43 FEET TO THE POINT OF BEGINNING; SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

Exhibit 5
Payback Agreement PBK18-0003

Assessment Reimbursement Area

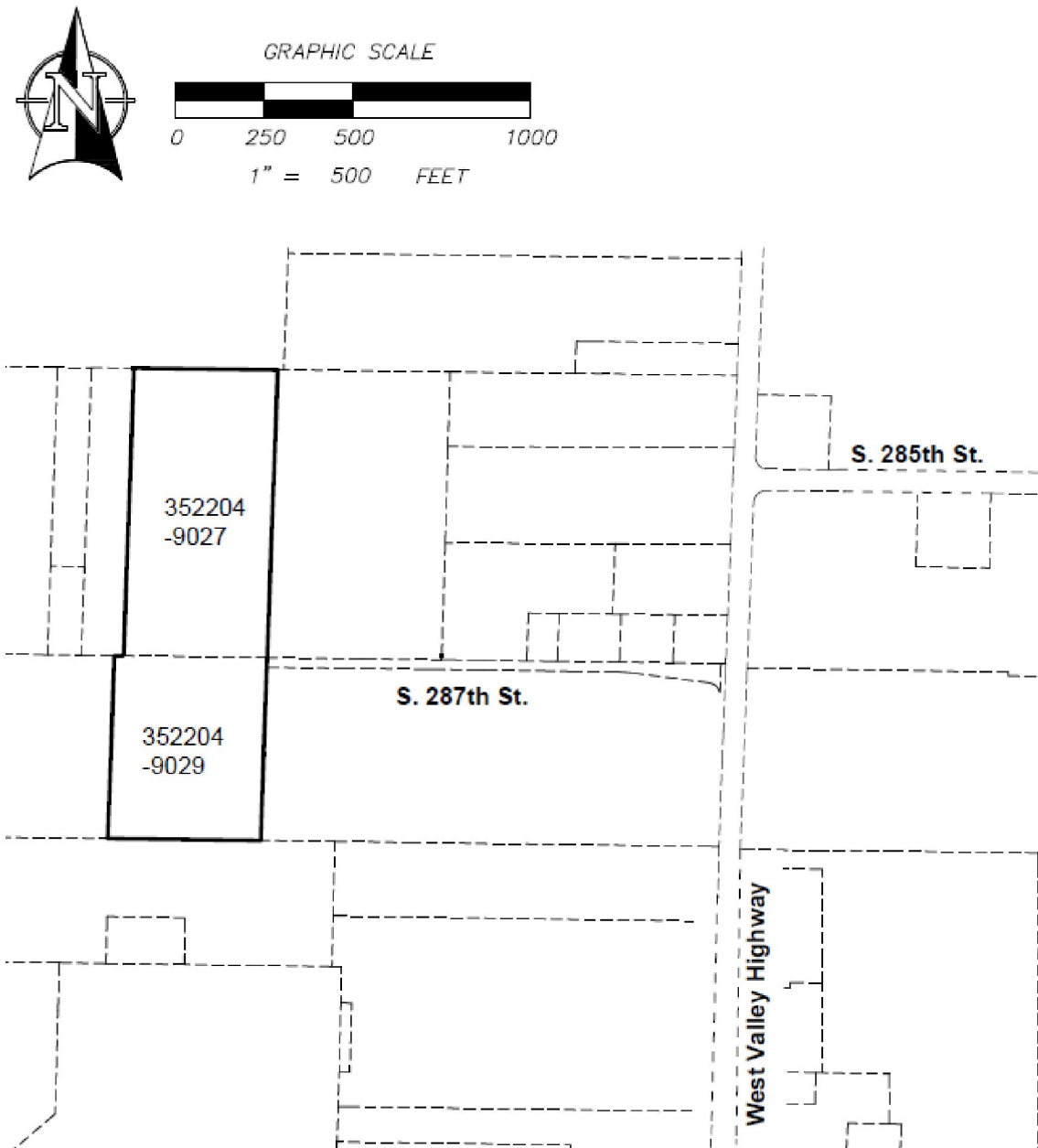


Exhibit 6
Payback Agreement PBK18-0003

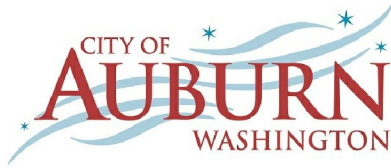
Benefitting Properties Reimbursement Fees

Parcel Number	Street Address	Parcel Frontage (LF)	Reimbursement Amount ⁽¹⁾	Reimbursement Amount Owing
352204-9027	6302 S 287th Street	404	\$28,588.27	\$0.00 ⁽²⁾
352204-9029	6223 S 287th Street	404	\$28,588.27	\$28,588.27
TOTAL		808	\$57,176.54	\$28,588.27

Notes:

⁽¹⁾ Based on total project cost of \$57,176.54 divided by the frontage of each parcel adjacent to the water main, equal to \$70.76 per lineal foot of frontage.

⁽²⁾ Developer contribution made at time of construction.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6772 (Gaub)

Date:

August 31, 2020

Department:

Public Works

Attachments:

[Ordinance No. 6772 and Exhibit A Street](#)

[Payback Agreement PBK18-0004](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6772.

Background Summary:

Ordinance No. 6772 authorizes the Mayor to execute a Street Payback Agreement for a Traffic Signal between the City Of Auburn and DCT Hudson Distribution Center, LLC. There was a scrivener's error on the notice of public hearing which referenced Ordinance No. 6738 instead of Ordinance No. 6772. The correct ordinance number for the Hudson Street Payback is 6772.

DCT Hudson Distribution Center, LLC has constructed a traffic signal at the intersection of West Valley Hwy NW and S. 287th St. This traffic signal improves access to 21 parcels in addition to DCT Hudson Distribution Center, which, when developed, will benefit from this improvement.

DCT Hudson Distribution Center, LLC has requested a Payback Agreement from the City. The Payback agreement would allow the developer to recover partial costs related to the design and construction of the traffic signal over time when other benefiting properties choose to develop. The proposed agreement was reviewed by Council at the August 10, 2020 Council Study Session.

City staff has notified the property owners within the "assessment reimbursement area" of the potential future charges, and the Council will hold a public hearing on the ordinance during the September 8, 2020 City Council Meeting.

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

Gaub

Meeting Date: September 8, 2020

Item Number:

ORD.D

ORDINANCE NO. 6772

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE A PAYBACK AGREEMENT FOR A TRAFFIC
SIGNAL BETWEEN THE CITY OF AUBURN AND DCT
HUDSON DISTRIBUTION CENTER, LLC

WHEREAS, Chapter 13.40 of the Auburn City Code (ACC) authorizes the City Engineer to develop, implement, and administer facility extension agreements for transportation improvements; and

WHEREAS, Chapter 3.25 of the ACC authorizes the City Engineer to execute payback agreements for public street improvements after Council approval.

WHEREAS, Chapter 3.25 of the ACC requires that the City Council conduct a public hearing to consider approving the payback agreements; and

WHEREAS, DCT Hudson Distribution Center, LLC, has constructed the transportation improvements described in the payback agreement, Exhibit A, and has agreed to deed those improvements to the City; and

WHEREAS, pursuant to ACC 13.40, the City has received and approved plans for those improvements; and

WHEREAS, the City Council finds that entry into the payback agreement is in the best interest of the City.

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

Section 1. The Mayor is authorized to execute a Payback Agreement for Developer's Extension between the City and DCT Hudson Distribution Center, LLC, which

Ordinance No. 6772
09/08/2020
Page 1 of 2

agreement will be in substantial conformity with the agreement attached as Exhibit A.

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Kendra Comeau, City Attorney

PUBLISHED: _____

Ordinance No. 6772
09/08/2020
Page 2 of 2

Exhibit A
Ordinance 6772
Street Payback Agreement PBK18-0004
(27 pages)

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001

Above this line reserved for recording information.

**PAYBACK AGREEMENT FOR TRAFFIC SIGNAL
PBK18-0004**

Reference # (if applicable):	N/A	Additional on page:	_____
Grantor :	City of Auburn		
Grantee :	DCT Hudson Distribution Center, LLC		
Legal Description / STR:	Sec 35, T22N, R4E	Additional on page:	_____
Assessor's Tax Parcel ID#:	3522049027, 3522049022		

This Agreement made and entered into this _____ day of _____,
2020 by and between the **City of Auburn**, a municipal corporation of King County,
Washington ("the CITY") and **DCT Hudson Distribution Center, LLC** ("the
DEVELOPER"), whose address is 12720 Gateway Drive, Suite 100, Tukwila, WA 98168.

WHEREAS, pursuant to Chapter 35.72 RCW and Chapter 3.25 ACC, the CITY has
by Ordinance No. **6772** adopted by the City Council of the CITY on the ____ day of
_____, 2020, approved the execution of this Payback Agreement with the DEVELOPER
above and referring to the construction of certain facilities described in this Agreement; and

WHEREAS, the above-described DEVELOPER has offered and the CITY has agreed
to accept the traffic signal described in **Exhibit 1**, Bill of Sale, attached and incorporated into
this Agreement, as part of the streets systems of the CITY;

NOW THEREFORE, IN CONSIDERATION OF THE CONDITIONS AND
COVENANTS, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

I. DEVELOPER

At the time of construction, the DEVELOPER was the record OWNER of real property legally described as shown on **Exhibit 2** submitted by the DEVELOPER and attached to this Agreement.

“DEVELOPER” shall include successors, heirs, and assigns. The term “DEVELOPER” includes a bankruptcy estate and a receivership as long as the City receives notice of the bankruptcy or receivership as the law requires for notice to creditors, and the DEVELOPER provides the notice required by Section VIII of this agreement.

II. FACILITIES

The facilities which have been constructed by the DEVELOPER are as shown in the attached **Exhibit 3**, incorporated by this reference, and processed as a Developer Public Facility Extension, referenced as FAC17-0013. The original documents are on file at the office of the City Engineer. The facilities have been constructed in accordance with the ordinances and requirements of the CITY and the Engineering Design Standards governing the construction specifications for these facilities. The facilities have been approved by the City Engineer.

III. AREA OF FACILITY SERVICE BENEFIT

The properties benefited by the traffic signal (“Benefited Properties”) constructed by the DEVELOPER are legally described on **Exhibit 4** and are shown on **Exhibit 5**, which are by this reference incorporated in this Agreement. Any owner of real estate legally described within the benefit boundary as shown on the attached **Exhibits 4 and 5**, shall pay, when developing the properties with a use which increases the daily vehicle trips, the amount as identified in Section V, because those properties adjacent to the improvements would require similar street improvements upon development. All property within the benefit boundary shall be subject to the fee as provided in this agreement as a condition of issuance of the building permit by the CITY.

IV. TERMS

For a period of **15 years** from the date of this agreement, any owner (latecomer) of real estate legally described in Section III, **Exhibit 4**, or **Exhibit 5**, and which owner has not contributed to the original cost of the street project and has not fully contributed their pro rata share to the original cost of the facility as shown in **Exhibit 3**, shall pay to the CITY the amounts specified in Section V of this agreement. Pursuant to ACC 3.25.100, the charge represents the fair pro rata share of the cost of construction of said traffic signal payable by the Benefited Properties.

Payment of the latecomer’s pro rata share will be required by the CITY at the time the CITY issues a building permit for a use which will increase the daily vehicle trips, as

defined by the Trip Generation Manual by the Institute of Traffic Engineer (ITE), because those properties adjacent to the improvements would require similar street improvements upon development. No payback payments will be required until such time as those Benefited Properties apply for a building permit.

The CITY shall reimburse the DEVELOPER within sixty (60) days of the date the City receives payment from a person obtaining a building permit for a use which will increase vehicle trips from the original use of the property.

V. AMOUNT OF REIMBURSEMENT

The DEVELOPER, its successors, heirs and assigns, agrees that the amounts which the DEVELOPER is reimbursed from the property owners as specified in Section III of this Agreement, represents a fair pro rata share reimbursement for the DEVELOPER's construction of the facilities described in Section II of this Agreement.

The amount of reimbursement for the traffic signal of a benefitted property will be \$119.52 per added average daily vehicle trip, as defined by the Trip Generation Manual by the Institute of Traffic Engineer (ITE), up to the amount listed in **Exhibit 6**, and in accordance with RCW 35.72.030.

The total amount of reimbursement to the DEVELOPER for the facilities from all applicable charges shall not exceed **\$429,198.87**

In the event that a benefitting property or properties is/are subdivided prior to connecting to the facilities, the City may reallocate the reimbursement amount(s) in a manner consistent with the methodology described above. The City will notify both the DEVELOPER and the property owner of any revisions to the reimbursement amounts.

VI. NOTICE AND HEARING

Prior to voting on the Ordinance authorizing this agreement, the CITY shall conduct a public hearing in accordance with ACC 3.25.080.

VII. EFFECT OF AGREEMENT

The provisions of this Agreement shall not be effective as to any owner of real estate not a party to this Agreement unless this Agreement has been recorded in the King County Recorder's Office prior to the time such owner receives a building permit.

If for any reason, the CITY fails to secure a latecomer payment for Owner's fair pro rata share of the cost of the facilities before connection to the extension, the CITY is not liable for payment to the DEVELOPER.

Following approval of the Ordinance authorizing this agreement, the City will record the document at the appropriate County's Office. The DEVELOPER shall be responsible for correcting any portion of the document determined to not be recordable and any re-recording fees.

This agreement is subject to the provisions of Auburn City Code ("ACC") Chapter 3.25 and shall be void if the DEVELOPER is in violation of any term or condition of that Chapter as it exists on the date of execution of this agreement.

VIII. CURRENT ADDRESS & TELEPHONE NUMBER

The DEVELOPER will keep a current record of the Developer's address and telephone number on file with the City Engineer, and will within 30 days of any change of said address and/or telephone number, notify the City Engineer in writing. If the DEVELOPER fails to do so, the parties agree that the CITY may authorize connections and not incur any liability for the non-collection and/or non-reimbursement of charges to the DEVELOPER under this Agreement. Every two years from the effective date of this agreement, shown on page one, the DEVELOPER will notify the City Engineer of its current name, address, and telephone number. If the DEVELOPER fails to provide such information within sixty (60) days of each anniversary, the CITY may collect and retain any connection charges owed to the DEVELOPER under this contract.

The initial Contact Information and Address for Receipt of Reimbursement Funds is as follows:

_____	_____
(F	
_____	_____
(C	
_____ Ben Brodsky DCT Hudson Distribution Co	_____
(N	
_____	_____
(C	
_____	_____
(Telephone/FAX)	

IX. ADMINISTRATION

Any inquiries regarding the administration of this agreement shall be directed to the City Engineer.

X. COVENANT RUNNING WITH THE LAND

This Agreement is binding on the DEVELOPER, its successors, heirs and assigns and shall so be binding on the legal owners of all properties described within the benefit boundary of the area as shown in the attached **Exhibits 4, 5, and 6**, their successors, heirs and assigns.

XI. HOLD HARMLESS

- A. General Indemnification. The DEVELOPER will indemnify, defend, and hold the CITY and the CITY'S officials and agents harmless from all claims and costs of defense arising out of this agreement as a result of DEVELOPER actions, omissions, misconduct, or breach of contract, including but not limited to attorney's fees, expert witness fees, and the cost of the services of engineering and other personnel who's time is reasonably devoted to the preparation and attendance of depositions, hearings, arbitration proceedings, settlement conferences and trials growing out of the demands and/or actions of property owners incurred in the performance or completion of this Agreement. The DEVELOPER specifically holds the CITY and its officials and agents harmless and waives all claims related to the CITY's establishment and enforcement of the terms and conditions of this agreement, including the failure to locate a beneficiary, assigns, successor, trustee, or survivor of DEVELOPER.
- B. Indemnification Against Liens. The DEVELOPER further agrees to indemnify and defend the CITY from any loss on account of any lien against the facilities that arose on or prior to the date of CITY acceptance of the facilities. If the CITY incurs any expense in defense against any such lien or claim, or in taking any other action that is required of DEVELOPER under this Agreement, the CITY shall have a lien in the full amount thereof against any funds then or thereafter collected by the CITY pursuant to this Agreement.

XII. CONSTITUTIONALITY OR INVALIDITY

If any section, subsection, clause or phrase of this Agreement is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality does not affect the validity or constitutionality of the remaining portions of this Agreement, as it being expressly declared that this Agreement and each section, subsection, sentence, clause and phrase would have been prepared, proposed, adopted and approved and ratified irrespective of the fact that any one or more section, subsection, sentence, clause or phrase be declared invalid or unconstitutional.

CITY OF AUBURN

Nancy Backus, Mayor

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

TITLE: Vice President

Signature

TITLE: _____

STATE OF WASHINGTON)
)ss.
County of King)

I certify that I know or have satisfactory evidence that Nancy Backus and Shawn Campbell were the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the **MAYOR** and **CITY CLERK** of the CITY OF AUBURN to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

Dated _____

Notary Public in and for the State of Washington
My appointment expires_____

STATE OF WASHINGTON)
COUNTY OF KING) ss

I certify that I know or have satisfactory evidence that Benjamin Brodsky and _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the VICE President and _____ of DCT Hudson Distribution Center, LLC, a **corporation**, to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

Dated 08/10/2020

SARECHANTO by
SARECHANTO LT

Notary Public in and for the State of Washington
My appointment expires 06/02/2022

Hudson Street Payback PBK18-0004

Page 6 of 27

SAREICHANTO LY
Notary Public
State of Washington
My Commission Expires
June 2, 2024

Exhibit 1
Payback Agreement PBK18-0004

Bill of Sale

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001

Above this line reserved for recording information.

BILL OF SALE
FAC17-0013

Reference # (if applicable):	N/A
Grantor/Borrower:	DCT HUDSON DISTRIBUTION CENTER LLC
Grantee/Assignee/Beneficiary:	CITY OF AUBURN
Legal Description/STR:	Section 35, Township 22N and Range 4E
Assessor's Tax Parcel ID #:	352204-9027 & 352204-9022

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of TEN DOLLARS (\$10.00), and for the consideration of incorporating the Extension into the City system, and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned Grantor, **DCT HUDSON DISTRIBUTION CENTER LLC** does by these presents hereby convey, setover, assign, transfer and warrant to the City of Auburn, a Municipal Corporation of the State of Washington: **1 traffic signal, 1 sanitary sewer lift station**, and all appurtenances or any other associated public facility as shown on the public facility extension plans referred to as or any other associated public facility as shown on the public facility extension plans referred to as **FAC17-0013**, the **DCT Hudson Distribution Center Traffic Signal and Sewer Lift Station**.

Situated within the following described real property, located in King County:

See EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE
A PART HEREOF.

and the said it has full power to convey the same and that it will defend the title of the said Grantee against any and all persons lawfully making claim thereto, and indemnify the City of Auburn for any costs, including Attorney fees in defending title.

SIGNATORY – DCT HUDSON DISTRIBUTION CENTER LLC

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officer(s) this 22 day of November, 2019.

DCT HUDSON DISTRIBUTION CENTER LLC
a Delaware limited liability company

By: Prologis, L.P.
a Delaware limited partnership
its sole member

By: Prologis, Inc.
a Maryland corporation
its general partner

By: Bruce B. B...
Signature

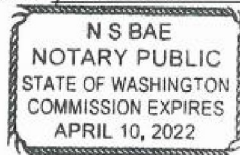
Name: Benjamin Brodsky
Print

Title: Vice President

STATE OF WASHINGTON) ss
COUNTY OF KING)

I certify I have known or have satisfactory evidence that Benjamin Bradsky is the person who appeared before me, and said person acknowledged that he signed this instrument on oath stated that he was authorized to execute the instrument and acknowledge as the Vice president of **DCT HUDSON DISTRIBUTION CENTER LLC**, a limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: November 22, 2019



Notary Public in and for the State of Washington
residing at Belleme, WA
My appointment expires 04/10/2022

Exhibit 1 (continued)
Payback Agreement PBK18-0004

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

ALL OF THE FOLLOWING DESCRIBED PARCEL:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 204.50 FEET; THENCE NORTH 88°25'24" EAST ALONG THE SAID NORTH LINE 280.44 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

AND

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNT, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE SOUTH 27.50 FEET THEREOF.

Exhibit 1 (continued)
Payback Agreement PBK18-0004

TRACT A:

THE SOUTH 27.50 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 204.50 FEET; THENCE NORTH 88°25'24" EAST ALONG THE SAID NORTH LINE 280.44 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

AND

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION. 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING

Exhibit 2
Payback Agreement PBK18-0004

Legal Description of Developer's Property

TAX PARCEL 352204-9022

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 485.12 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL 352204-9027

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit 2 (continued)
Payback Agreement PBK18-0004

Map of Developer's Property

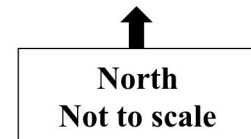
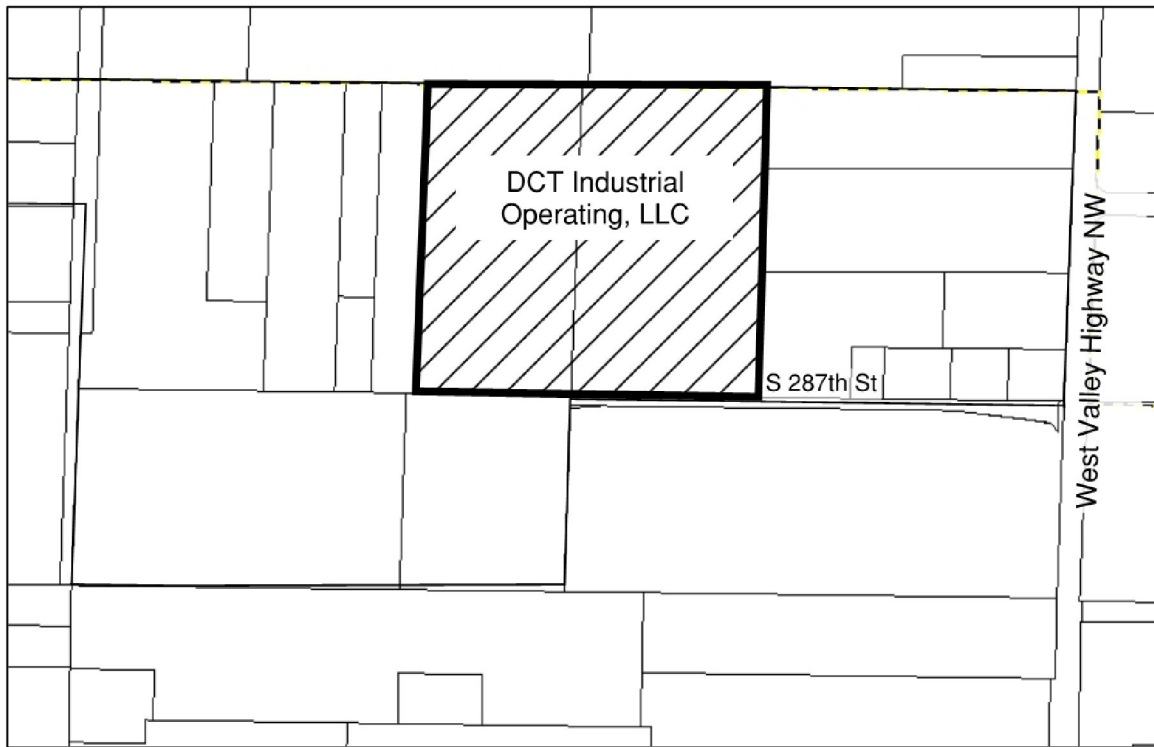


Exhibit 3
Payback Agreement PBK18-0004

Facilities Constructed

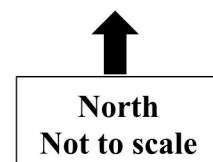


Exhibit 4
Payback Agreement PBK18-0004

Legal Description of Assessment Reimbursement Area and Benefited Properties

TRAFFIC SIGNAL PAYBACK AGREEMENT AREA LEGAL DESCRIPTION

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 04 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON. EXCEPT THE EAST 30 FEET THEREOF FOR WEST VALLEY HIGHWAY AS CONVEYED BY DEEDS RECORDED UNDER KING COUNTY RECORDER'S NUMBERS 9303312470 AND 9303080455. EXCEPT THAT PORTION CONVEYED TO THE CITY OF AUBURN BY DEED RECORDED UNDER KING COUNTY RECORDER'S NUMBER 20190225000744. EXCEPT THAT PORTION CONVEYED FOR STIEGLEDER ROAD, ALSO KNOWN AS 59TH AVENUE SOUTH UNDER KING COUNTY SUPERIOR COURT CAUSE NUMBER 88946. EXCEPT FOR TRACT A AND PARCEL A OF CITY OF AUBURN BOUNDARY LINE ADJUSTMENT NO. BLA14-0006, RECORDED UNDER KING COUNTY RECORDER'S NUMBER 20160601900006, RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH; THE EAST HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON.

EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 2620957.

TOGETHER WITH; THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON.

EXCEPT THE EAST 30 FEET THEREOF DEEDED TO KING COUNTY, WASHINGTON FOR ROAD PURPOSES BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 813104.

Exhibit 4 (Continued)
Payback Agreement PBK18-0004

**TRAFFIC SIGNAL PAYBACK AGREEMENT BENEFITED PROPERTIES
LEGAL DESCRIPTIONS**

TAX PARCEL 352204-9012

THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, EXCEPT THE SOUTH 80 FEET THEREOF, AND EXCEPT THE EAST 30 FEET THEREOF. DEEDED TO KING COUNTY FOR ROAD PURPOSES BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 813104; AND EXCEPT ROADS

TAX PARCEL #352204-9015 PARCEL A:

THE SOUTH 243 FEET OF THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 E.W. M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER, NORTH 0°09'00" WEST 516.18 FEET DISTANT FROM SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 0°09'00" WEST A DISTANCE OF 799.31 FEET TO NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER, NORTH 87°54'40" EAST, A DISTANCE OF 485.16 FEET, MORE OR LESS, TO A POINT 2130.53 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION 35;

THENCE SOUTH 804.24 FEET, MORE OR LESS, TO A POINT 516 FEET FROM THE SOUTH LINE OF SAID SECTION 35 AND NORTH 88°27'26" EAST 482.91 FEET DISTANCE FROM THE POINT OF BEGINNING; THENCE SOUTH 88°29'36" WEST 482.91 FEET TO THE POINT OF BEGINNING;

EXCEPT THE WEST 326.32 FEET THEREOF; ALSO EXCEPT THAT PORTION, IF ANY, LYING WITHIN THAT CERTAIN TRACT OF LAND CONVEYED TO TITLE AND TRUST COMPANY BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 1863993.

Exhibit 4 (Continued)
Payback Agreement PBK18-0004

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 E.W. M., DESCRIBED AS FOLLOWS: THE WEST 326.32 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT NORTH 0°09'00" WEST 516.18 FEET DISTANCE FROM THE SOUTH QUARTER CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST;
THENCE NORTH 0°09'00" WEST 799.31 FEET;
THENCE NORTH 87°54'40" EAST 485.16 FEET;
THENCE SOUTH 804.24 FEET TO A POINT NORTH 88°29'26" EAST AND 482.91 FEET DISTANT FROM THE POINT OF BEGINNING;
THENCE SOUTH 88°29'26" WEST 482.91 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF CONDEMNED FOR STEIGLEDER ROAD, ALSO KNOWN AS 59TH AVENUE SOUTH, UNDER KING COUNTY SUPERIOR COURT CAUSE NUMBER 88946.

TAX PARCEL #352204-9020

THE SOUTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT ROAD. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL #352204-9023

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1815.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 250 FEET PARALLEL TO THE EAST LINE OF SAID SECTION 35; THENCE SOUTH 88°29'26" WEST 100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO ANDREW NELSON BY DEED RECORDED IN VOLUME 1416 OF DEEDS, PAGE 159, UNDER AUDITOR'S FILE NO. 2504087, RECORDS OF SAID COUNTY; THENCE SOUTH ALONG THE EASTERLY LINE OF SAID ANDREW NELSON

Exhibit 4 (Continued)
Payback Agreement PBK18-0004

TRACT 250 FEET; THENCE NORTH 88°20'26" EAST 100 FEET MORE OR LESS TO THE POINT OF BEGINNING.

TAX PARCEL #352204-9025

THE SOUTH 516.8 FEET OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., LESS THE EAST 1751.72 FEET AND LESS THE FOLLOWING: BEGINNING AT A POINT ON THE NORTH PROPERTY LINE, EAST 112 FEET FROM THE CORNER OF THE PROPERTY; THENCE EAST ALONG THE NORTH PROPERTY LINE TO THE NORTHEAST CORNER; THENCE SOUTH ALONG THE EAST PROPERTY LINE TO THE SOUTHEAST CORNER; THENCE WEST ALONG THE SOUTH PROPERTY LINE, 134.2 FEET; THENCE NORTH 129.4 FEET; THENCE SOUTH 85-8-7.748 WEST 71.85 FEET; THENCE SOUTH 35-32-15.64 WEST, 91.73 FEET; THENCE NORTH 75-19-24.98 WEST, 66.13 FEET, THENCE NORTH 52-1-42.22 WEST, 158.4 FEET; THENCE NORTH 64-37-20.12 WEST, 131.5 FEET; THENCE NORTH 27-48-19.85 WEST, 346.1 FEET TO THE POINT OF BEGINNING, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL #352204-9028

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M. DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 88°29'26" WEST ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION 30.00 FEET;
THENCE NORTHERLY PARALLEL WITH EASTERLY LINE OF SAID SECTION A DISTANCE OF 516.18 FEET;
THENCE SOUTH 88°29'26" WEST 150 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING 88°29'26" WEST 150 FEET;
THENCE NORTHERLY PARALLEL WITH EASTERLY LINE OF SAID SECTION A DISTANCE OF 135 FEET;
THENCE NORTH 88°29'26" EAST 150.00 FEET;
THENCE SOUTHERLY 135.00 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL #352204-9029

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M, IN KING COUNTY, WASHINGTON, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION BEARS NORTH 88°29'26" EAST 1,321.29 FEET; THENCE RUNNING NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL WITH THE

Exhibit 4 (Continued)
Payback Agreement PBK18-0004

SOUTH LINE OF SAID SECTION, 430.43 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SECTION 516.18 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE NORTH 88°29'26" EAST ALONG SAID SOUTH LINE 430.43 FEET TO THE POINT OF BEGINNING; SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL #352204-9030

THE WEST 3 1/2 ACRES OF THE FOLLOWING DESCRIBED TRACT:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M.; AND RUNNING
THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET;
THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35,
1291.29 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND;
THENCE SOUTH 87°54'40" WEST ALONG THE SAID NORTH LINE, 808.85 FEET;
THENCE SOUTH 804.24 FEET;
THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING; SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL #352204-9042

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, NORTH 0°09'00" WEST 516.18 FEET DISTANT FROM SOUTH QUARTER CORNER OF SAID SECTION 35;
THENCE NORTH 0°09'00" WEST 799.31 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, NORTH 87°54'40" EAST 485.16 FEET, MORE OR LESS, TO A POINT 2,130.55 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35;

Exhibit 4 (Continued)
Payback Agreement PBK18-0004

THENCE SOUTH 804.24 FEET, MORE OR LESS, TO A POINT 516 FEET FROM THE SOUTH LINE OF SAID SECTION 35 AND NORTH 88°29'26" EAST 482.91 FEET DISTANT FROM THE PLACE OF BEGINNING;
THENCE SOUTH 88°29'26" WEST 482.91 FEET TO THE PLACE OF BEGINNING;
EXCEPT THE WEST 326.31 FEET; AND
EXCEPT THE SOUTH 243 FEET; TOGETHER WITH AN EASEMENT OVER AND ACROSS THE EAST 11.5 FEET OF THE SOUTH 243 FEET OF THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 E.W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER, NORTH 0°09'00" WEST 516.18 FEET DISTANT FROM SOUTH QUARTER CORNER OF SAID SECTION 35;
THENCE NORTH 0°09'00" WEST A DISTANCE OF 799.31 FEET TO NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER;
THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER, NORTH 87°54'40" EAST, A DISTANCE OF 485.16 FEET, MORE OR LESS, TO A POINT 2130.55 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION 35;

THENCE SOUTH 804.24 FEET, MORE OR LESS, TO A POINT 516 FEET FROM THE SOUTH LINE OF SAID SECTION 35 AND NORTH 88°29'26" EAST 482.91 FEET DISTANCE FROM THE POINT OF BEGINNING;
THENCE SOUTH 88°29'26" WEST 482.91 FEET TO THE POINT OF BEGINNING;
EXCEPT THE WEST 326.31 FEET THEREOF; ALSO
EXCEPT THAT PORTION, IF ANY, LYING WITHIN THAT CERTAIN TRACT OF LAND CONVEYED TO TITLE AND TRUST COMPANY INSTRUMENT RECORDED UNDER RECORDING NUMBER 1863993.

TAX PARCEL #352204-9043

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 88°29'26" WEST 30 FEET;
THENCE NORTH 516.18 FEET;
THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1,695.45 FEET TO THE TRUE POINT OF BEGINNING;

Exhibit 4 (Continued)
Payback Agreement PBK18-0004

THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 35, 808.34 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35;
THENCE SOUTH 87°54'40" WEST 120 FEET;
THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION 35 TO THE INTERSECTION WITH A LINE WHICH BEARS SOUTH 88°29'26" WEST 120 FEET FROM THE TRUE POINT OF BEGINNING;
THENCE NORTH 88°29'26" EAST 120 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT FOR ROAD, NOW CALLED SOUTH 287TH STREET.

TAX PARCEL #352204-9046

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; AND RUNNING THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST 300 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°29'26" WEST 174 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 135 FEET; THENCE NORTH 88°29'26" EAST 174 FEET TO A POINT 135 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION 135 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL #352204-9047

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE SOUTH 88°29' 26" WEST ALONG THE SOUTH LINE THEREOF 30 FEET;
THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 651.18 FEET; THENCE SOUTH 88°29'26" WEST 474 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SUBDIVISION 135 FEET; THENCE SOUTH 88°29'26" WEST 325.49 FEET;
THENCE NORTH 0°28'40" WEST 329.65 FEET;
THENCE NORTH 87°54'40" EAST 478.02 FEET MORE OR LESS TO A POINT FROM WHICH THE EAST LINE OF SAID SUBDIVISION BEARS NORTH 87°54'40" EAST 354.51 FEET;
THENCE SOUTH 0°28'40" EAST 199.59 FEET MORE OR LESS TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS SOUTH 88°29'26" WEST;
THENCE SOUTH 88°29'26 WEST 149.50 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING;

Exhibit 4 (Continued)
Payback Agreement PBK18-0004

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, THENCE SOUTH 88°29'26" WEST ALONG THE SOUTH LINE THEREOF 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 651.18 FEET; THENCE SOUTH 88°29'26" WEST 474 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SUBDIVISION 135 FEET; THENCE SOUTH 88°29'26" WEST 90 FEET; THENCE NORTH 0°28'40" EAST 135 FEET; THENCE NORTH 88°29'26" EAST 90 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL #352204-9056 PARCEL A:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 35, 1,815.45 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION 35, 250 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH ON SAID LINE 558.34 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 87°54'40" WEST 100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO ANDREW NELSON BY DEED RECORDED VOLUME 1416 OF DEEDS, PAGE 156, UNDER RECORDING NUMBER 2504087, RECORDS OF SAID COUNTY; THENCE SOUTH ALONG THE EASTERLY LINE OF SAID ANDREW NELSON TRACT 558.34 FEET, MORE OR LESS, TO A POINT SOUTH 88°29'26" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 88°29'26" EAST 100 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING;

Exhibit 4 (Continued)
Payback Agreement PBK18-0004

PARCEL B:

AN EASEMENT FOR ROAD PURPOSES OVER THE WESTERLY 10 FEET OF THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35;
THENCE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH 516.18 FEET;
THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1,815.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 250 FEET PARALLEL TO THE EAST LINE OF SAID SECTION 35;
THENCE SOUTH 88°29'26" WEST 100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO ANDREW NELSON BY DEED RECORDED VOLUME 1416 OF DEEDS, PAGE 159, UNDER RECORDING NUMBER 2504087, RECORDS OF SAID COUNTY;
THENCE SOUTH ALONG THE EASTERLY LINE OF SAID ANDREW NELSON TRACT 250 FEET; THENCE NORTH 88°29'26" EAST 100 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TAX PARCEL #352204-9058

THE SOUTH 80 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W M, IN KING COUNTY, WASHINGTON, EXCEPT THE EAST 30 FEET THEREOF DEEDED TO KING COUNTY, WASHINGTON, FOR ROAD PURPOSES BY INSTRUMENT RECORDED UNDER RECORDING NO 813104, AND EXCEPT ROADS SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL #352204-9059

THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST W.M., IN KING COUNTY, WASHINGTON; EXCEPT COUNTY ROAD.

TAX PARCEL #352204-9067

THE NORTH 135 FEET OF THE SOUTH 651.18 FEET OF THE EAST 180 FEET OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 30 FEET FOR ROAD; AND EXCEPT COUNTY ROAD.

Exhibit 4 (Continued)
Payback Agreement PBK18-0004

TAX PARCEL #352204-9082

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W. M., IN KING COUNTY, WASHINGTON; THENCE SOUTH 88°29'26" WEST ALONG THE SOUTH LINE THEREOF 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 651.18 FEET; THENCE SOUTH 88°29'26" WEST 474 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SUBDIVISION 135 FEET; THENCE SOUTH 88°29'26" WEST 90 FEET; THEN NORTH 0°28'40" EAST 135 FEET; THENCE NORTH 88°29'26" EAST 90 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL #352204-9038

THE EAST HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NO. 2620957

TAX PARCEL #352204-9039

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; AND RUNNING THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 651.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 202.90 FEET; THENCE SOUTH 87°54'40" WEST 324.50 FEET; THENCE SOUTH 0°28'40" EAST 199.82 FEET; THENCE NORTH 87°54'40" EAST 324.50 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING.

TAX PARCEL #352204-9049

THE NORTH 271.0 FEET OF THE FOLLOWING DESCRIBED TRACT:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
AND RUNNING THENCE ALONG THE SECTION LINE SOUTH 88° 29' 26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 516.18 FEET TO THE TRUE POINT OF BEGINNING;
RUNNING THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 608.90 FEET; THENCE SOUTH 87° 54' 40" WEST 804.77 FEET; THENCE SOUTH 0° 28' 40" EAST 600.65 FEET; THENCE NORTH 88° 29' 26" EAST 799.49 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit 4 (Continued)
Payback Agreement PBK18-0004

TAX PARCEL #352204-9021

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
AND RUNNING THENCE ALONG THE SECTION LINE SOUTH $88^{\circ}29'26''$, WEST 30 FEET;
THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 1,125.08 FEET TO THE TRUE POINT OF BEGINNING; AND RUNNING THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 216.64 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH $87^{\circ}54'40''$ WEST ALONG THE SAID NORTH LINE, 806.58 FEET; THENCE SOUTH $0^{\circ}28'40''$ EAST, 216.59 FEET; THENCE NORTH $87^{\circ}54'40''$ EAST PARALLEL TO SAID NORTH LINE, 804.77 FEET TO THE TRUE PLACE OF BEGINNING.

Exhibit 5
Payback Agreement PBK18-0004
Assessment Reimbursement Area

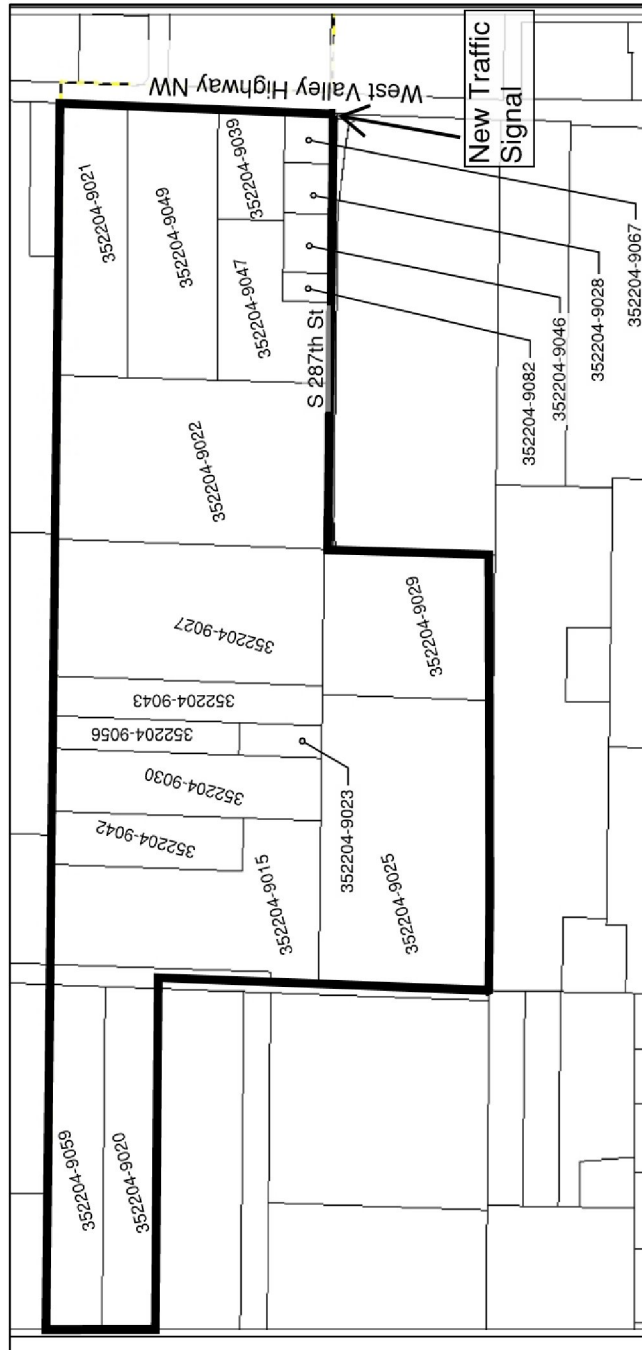


Exhibit 6
Payback Agreement PBK18-0004

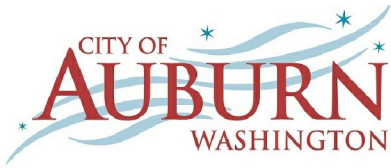
Benefiting Properties Reimbursement Fees

Signal Total Cost: \$601,189.17

Cost per added estimated New Vehicle Trip: \$119.52

	Parcel Number	Zoning / Use	Buildings or Building Area (SF)	Anticipated Added Trips	Proposed Estimated Assessment (%)	Assessment Amount
1	352204-9012	R5	5	48	0.95%	\$5,736.99
2	352204-9015	M1	69587.1	348	6.92%	\$41,593.21
3	352204-9020	M1	42144.3	211	4.19%	\$25,218.87
4	352204-9021	M1	73507.5	368	7.32%	\$43,983.62
5	352204-9022 ¹	M1	0	0	0.00%	\$0.00
6	352204-9023	M1	10781.1	54	1.07%	\$6,454.12
7	352204-9025	M1	91737.36	459	9.13%	\$54,860.01
8	352204-9027 ¹	M1	287832	1439	28.61%	\$171,990.30
9	352204-9028	M1	8428.86	42	0.83%	\$5,019.87
10	352204-9029	M1	17641.8	88	1.75%	\$10,517.82

	Parcel Number	Zoning / Use	Buildings or Building Area (SF)	Anticipated Added Trips	Proposed Estimated Assessment (%)	Assessment Amount
11	352204-9030	M1	61942.32	310	6.16%	\$37,051.42
12	352204-9039	M1	28030.86	140	2.78%	\$16,732.90
13	352204-9042	M1	36655.74	183	3.64%	\$21,872.29
14	352204-9043	M1	16661.7	83	1.65%	\$9,920.22
15	352204-9046	M1	9801	49	0.97%	\$5,856.51
16	352204-9047	M1	52141.32	261	5.19%	\$31,194.91
17	352204-9049	M1	96441.84	482	9.58%	\$57,608.98
18	352204-9056	M1	21562.2	108	2.15%	\$12,908.24
19	352204-9058	R5	3.25	31	0.62%	\$3,705.14
20	352204-9059	M1	42144.3	211	4.19%	\$25,218.87
21	352204-9067	M1	8428.86	42	0.83%	\$5,019.87
22	352204-9082	M1	5096.52	25	0.50%	\$2,988.02
23	352204-9038	R5	5	48	0.95%	\$5,736.99
1. These parcels belong to DCT Hudson Distribution Center				5030	100.00%	\$601,189.17



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6781 (Tate)

Department:

Community Development

Attachments:

[Ordinance No. 6781](#)

Date:

September 1, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6781.

Background Summary:

Ordinance 6781 was first presented to City Council during the July 27, 2020 study session. City Council provided initial feedback and instruction to staff to conduct additional case law research and to incorporate more language regarding legislative intent that would help shape the philosophy of how the ordinance would be implemented. Staff made adjustments to the ordinance and presented the revised Ordinance 6781 to City Council during the August 24, 2020 study session.

Ordinance 6781 revises a number of chapters of city code as they pertain to camping. Proposed modifications include the following highlights:

- Aligns the city's camping ordinance with the 9th Circuit Court Boise decision.
- Declares it unlawful to camp on city owned property without a permit or unless allowed by the Parks Director on park property.
- Change the penalty for camping within a designated park from a ticketed offense to a misdemeanor.
- Conditions enforcement of camping rules on the availability of overnight shelter that is free of charge. This provision includes the cost of transportation in the event transportation to the shelter is necessary.

Ordinance 6781 was prepared in coordination with the City Attorney's office, the Police Department, Parks, Arts and Recreation Department, Department of Community Development, Public Works Department, and Department of Administration. Representatives from each department will be available to answer questions posed by City Council.

During the July 27th and August 24th study sessions some councilmembers asked questions and expressed thoughts and opinions about a number of provisions within the ordinance. Below is a response to those questions and opinions that were expressed but are not incorporated in the staff recommendation:

1. ACC 9.50.030.D.1.b: comments were provided regarding the distance within which a shelter must be made available in order to enforce certain provisions. The first draft of the ordinance recommended 40 miles. There was a suggestion to change the distance to 15 miles. Staff is proposing to remove the number and replace it with language that requires the shelter be located within Pierce or King County. There are two reasons for this suggestion:
 - a. The city and its tax payers pay into shelter and other services that are spent throughout both counties. Because the city and its taxpayers contribute to shelter options and services throughout both counties it is reasonable to rely upon any available shelter opportunity and/or service within the full extent of either county.
 - b. While a larger distance may have the appearance that the city is seeking to export members of our homeless community greater distances from Auburn, the reality is that members of our homeless community have a right to be involved in the decision for where they go due to their circumstances and preferences. If Auburn is unable to provide a shelter for someone who is homeless and has a pet, a larger geography allows the city and the individual to seek out shelter that better serves their needs. If an individual prefers to live in a tent city type of arrangement and Auburn and its surrounding communities are not able to accommodate this preference, a larger geography allows the individual to have greater choice in their shelter decision.
2. ACC 9.50.030.D.2: comments were providing suggesting that the definition of a shelter include a statement that a shelter will be considered unavailable "...unless the city offers housing, mental health, drug addiction, employment, or other types of services to an individual prior to enforcement action under this section." There are a couple reasons that staff suggests not including this language in the ordinance:
 - a. It reiterates the legislative intent. The legislative intent ensures that the appropriate underlying philosophy accompanies implementation of the ordinance. To include this language in the law creates a fundamental challenge in how city staff are able to comply because the range of services that could be needed or offered for one person usually won't be fully understood for weeks or months after the time of initial contact. Not until the individual is sheltered can they be more thoroughly evaluated to understand and attend to their needs. While the clear intent is to lead with a service first philosophy, codifying this as a requirement will most certainly create a road block to implementing the balance of the ordinance.
 - b. It would be inappropriate to place a standard into a definition. While not advisable, if Council wants to consider including language in the code that requires the City to offer the full range of possible services needed by an individual, it is a standard that should not be placed within a definition.
3. ACC 9.50.030.D.6: comments were provided that modified the definition of "store" to clarify that storing means to store for more than 24 hours. This definition ties back to an earlier standard that states that storing camp paraphernalia on city property is not permitted. Adding the phrase "for 24 hours or longer" to the end of this definition is

inconsistent with the city policy that was provided to Council because the policy allows for storage of up to 48 hours. The suggested code language would create a more restrictive standard. However, the reason that staff have not suggested codifying the 48 hour provision is to ensure that we have flexibility in the event there is a situation that warrants a shorter timeframe (e.g. camping paraphernalia that is housing drugs, weapons, hazardous waste, etc.).

4. Multiple locations: comments were submitted suggesting that the enforcement provisions be changed from criminal trespass to civil infraction. While staff understands that there may be some discomfort in codifying language that might be viewed as criminalizing homelessness, there are a number of reasons that City Council should reconsider this initial impression:
 - a. Civil infractions worsen many of the problems faced by those experiencing homelessness. Generally speaking, our homeless community are not in a position to pay fines. Nor are they in a position to challenge the citation and appear in court. When civil fines are not responded to and/or not paid they are transferred over to collection agencies and/or become warrants. The downstream impact to the individual only further challenges their ability to obtain housing and employment at a later date.
 - b. Civil infractions might seem like a better and “lighter” alternative but civil fines are ineffective and do not cause a person to change their behavior or condition. While it is not desirable to ever arrest a person, the threat of arrest is a meaningful tool that forces a change in condition at the very moment that the interaction is occurring in the field. Arrest is expensive and time consuming so it is never the outcome that is hoped for. Again, talk of arrest only becomes part of the conversation and interaction if several conditions are in place (1) someone is camping on city property, (2) there is confirmation that a shelter is available, and (3) the individual refuses to move their camp and head to the shelter. Only if they are refusing services does there become a need to inform the individual that their lack of cooperation could lead to arrest (see ACC 9.50.030.C.2 which states that camping on city property will only be enforced if a shelter is available).

Reviewed by Council Committees:

Councilmember: Brown

Staff:

Tate

Meeting Date: September 8, 2020

Item Number:

ORD.E

ORDINANCE NO. 6 7 8 1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO CAMPING AND OCCUPYING PUBLIC PROPERTY, AND AMENDING CHAPTERS 2.22.210, 2.22.220, 9.50.020, 9.78.010, 12.32.020, 13.12.020, AND 13.48.170 AND ADDING A NEW SECTION TO CHAPTER 9.50 OF THE AUBURN CITY CODE

WHEREAS, Article XI, Section 11 of the Washington Constitution and RCW 35A.11.020 authorize the City of Auburn to regulate public property, including City parks, rights of way, and public utility property; and

WHEREAS, camping on public property is a public health, safety, and risk concern due to interference with other intended uses, such as daily government operations, public events, recreational activities, utility service, and pedestrian, bicycle, and vehicular traffic; and

WHEREAS, camping without adequate sanitation services, such as sewer, water, and garbage removal presents a public health hazard due to the increased risk of disease and virus transmission; and

WHEREAS, various public properties are developed for particular uses and should be available to the public for the property's intended purpose, including City operations, recreational use, transportation, utility service, public service events, environmental protection, and other public services; and

WHEREAS, the City of Auburn has contracted to provide shelter beds, and partners with social service providers to ensure that shelter and health services are available in Auburn for those experiencing homelessness; and

WHEREAS, the use of dedicated shelters by those experiencing homelessness facilitate these individuals receiving comprehensive services that may assist these individuals obtain long-term stability; and

WHEREAS, City Council recognizes that within any law there are different methods and philosophies in which it can be implemented and therefore finds that it is important to provide clarity around the legislative intent of this ordinance; and

WHEREAS, the City Council is committed to a service first philosophy that ensures members of our homeless community are treated with dignity and respect, and that city staff implement administrative practices where housing, mental health, drug addiction, employment, and other types of services are offered prior to punitive enforcement action; and

WHEREAS, City Council seeks to ensure that the offering of services is not viewed as a simple administrative checkbox that allows for an expedited method of implementing the fines and penalties that are established in these amendments; and

WHEREAS, fines and penalties are to be imposed as a last resort and only in those instances where a member of our community refuses to comply and refuses to accept free shelter and/or free transportation to a free shelter; and

WHEREAS, City Council incorporates fines and penalties only because any law that is adopted must include provisions for those rare instances where compliance is unachievable in other ways; and

WHEREAS, the Ninth Circuit Federal Court of Appeals held, in *Martin v. City of Boise*, that the United States Constitution prohibits imposition of criminal penalties for sitting, sleeping, or lying outside on public property if the offenders cannot obtain shelter

elsewhere, although the court recognized that prohibitions against sitting, lying, or sleeping outside at particular times or in particular locations may be permissible since other public space would still be available.

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

Section 1. Amendment to City Code. Section 2.22.210 of Chapter 2.22, Park Code, of the Auburn City Code is amended to read as follows:

2.22.210 ~~Overnight use. Tents and shelters~~

~~Unless for a city-permitted event, no person shall erect, maintain, use or occupy in any City of Auburn park a tent or shelter that does not have an unobstructed view through such tent or shelter from at least two sides. Nothing in this section shall be construed to authorize overnight camping, which is prohibited in parks pursuant to ACC 9.50.030. It is unlawful to camp or set tents or other shelters overnight in any park, unless authorized by the director.~~ Violation of this section constitutes Class 1 civil infraction pursuant to Chapter 7.80 RCW. (Ord. 6747 § 1 (Exh. A), 2019; Ord. 6465 § 1, 2013.)

Section 2. Amendment to City Code. Section 2.22.220 of Chapter 2.22, Park Code, of the Auburn City Code is amended to read as follows:

2.22.220 Opening and closing hours.

A. Unless otherwise posted, parks shall open one-half hour before sunrise and close one-half hour after sunset. Any person entering or remaining in a park when it is closed is subject to arrest and prosecution for criminal trespass ~~or a class 1 civil infraction pursuant to Chapter 7.80 RCW.~~ No person shall enter or remain in a park when it is closed.

B. The director may extend open hours for sanctioned events, but only that portion of a park being used for the event will be open beyond normal hours; other areas of such a park shall remain closed.

C. This section shall not apply to:

1. Police officers or park employees while on-duty.

2. Sidewalks that are within the right-of-way of a public street, when the street is not within the boundaries of a park. (Ord. 6747 § 1 (Exh. A), 2019; Ord. 6465 § 1, 2013.)

Section 3. Amendment to City Code. Section 9.50.20 of Chapter 9.50,

Loitering, is amended to read as follows:

9.50.020 Order to disperse.

A. ~~Unless the activity is permitted by the city pursuant to city code, it is unlawful for any person to loiter, loaf, wander, stand or remain idle either alone and/or in consort with others in a public place in such a manner so as to:~~

1. Obstruct any public street, public highway, public sidewalk or any other public place or building by hindering or impeding or tending to hinder or impede the free and uninterrupted passage of vehicles, traffic or pedestrians;

2. ~~Be on~~ ~~Commit in or upon~~ any public street, public highway, public sidewalk or any other public place ~~or building any act or thing which is an obstruction or interference to the free and uninterrupted and intentionally obstruct the~~ use of property or ~~access to any lawfully conducted business during the normal operating hours of that business. lawfully conducted by anyone in or upon or facing or fronting on any such public street, public highway, public sidewalk or any other public place or building, all of which prevent the free and uninterrupted ingress, egress and regress, therein, thereon and thereto.~~

B. When any person ~~violates causes or commits any of the conditions enumerated in~~ subsection A of this section, ~~a police officer or any law enforcement officer~~ may ~~shall~~ order that person to stop the violating activity causing or committing such conditions and to move on or disperse. Any person who fails or refuses to obey such orders is guilty of a misdemeanor punishable by a maximum of 90 days in jail and/or a \$1,000 fine. violation of this chapter. (Ord. 5682 § 1, 2002.)

Section 4. New Section to City Code. A new section, 9.50.030 “Camping,” is

added to Chapter 9.50 to read as follows:

NEW SECTION. 9.50.030 Camping

A. Camping Prohibited. It is unlawful for any person to camp, occupy camp facilities or use camp paraphernalia on city property, except as set forth in subsection C below:

B. Storage of Camping Items Prohibited. It is unlawful for any person to store camp facilities and camp paraphernalia on city property, except as otherwise provided by ordinance.

C. Exceptions The prohibitions contained in subsection A shall not apply if:

1) the violation constitutes a trespass on park property under ACC 2.22.220; or.

2). the person is experiencing homelessness and there is no available overnight shelter for persons experiencing homelessness on the date that the prohibited activity occurs; or.

3). the person is camping or using camp paraphernalia or camp facilities at a Game Farm Park Campground site after paying the required fees; or

4) the person is camping or using camp paraphernalia or camp facilities as permitted under this subsection:

a. The director of the Parks, Arts, and Recreation department may permit persons to camp, occupy camp facilities, use camp paraphernalia, or store personal property in parks property as defined in 2.22 and as listed in the Park Inventory portion of the Parks, Recreation & Open Space Plan, within the city's Comprehensive Plan.

b. The director of the Parks, Arts, and Recreation Department may approve a permit for camping on city park property if the director finds, based upon a permit application and information otherwise obtained, that:

(1) Adequate sanitary facilities are provided and accessible at or near the camp site;

(2) Adequate trash receptacles and trash collection will be provided;

(3) The camping activity will not unreasonably disturb or interfere with the peace, comfort and repose of private property owners;

(4) The camping activity is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or to create a disturbance; and

(5) The camping is in the public interest.

c. The Director of the Parks, Arts, and Recreation Department is authorized to promulgate rules and regulations regarding the implementation and enforcement of this chapter.

d. Seven days is the maximum period of time a permit may authorize camping on city property.

e. Any person denied a permit may appeal the denial to the Hearing Examiner in the manner described in Chapter 2.46 and ACC 15.07.130 with the Director of the Parks, Arts, and Recreation Department serving the role of the building or fire official in that code.

D. Definitions. For this section, the following definitions shall apply:

1. “Available overnight shelter” means

a. a public or private shelter located within the City of Auburn that offers overnight shelter to persons experiencing homelessness and confirms to a City employee that it has an available overnight space at no cost for that person; or

b. If no shelter described in subsection (a) has available space, a shelter located within King or Pierce County that offers overnight shelter to persons experiencing homelessness and confirms to a City employee that it has with an available overnight space at no cost for that person and such shelter is also accessible by public transportation at no cost or by vehicle for hire at no cost to the individual or family experiencing homelessness.

2. An overnight shelter is unavailable if:

a. an individual or family cannot use available space because of restrictions on a person’s sex, familial or marital status, religious beliefs, disability, or length-of-stay; or

b. a City employee, an individual or family attempts to secure a space at the shelter for the day and is denied due to lack of available space; or

c. an individual’s past or present voluntary actions such as intoxication, drug use, or unruly behavior prevent the use of an otherwise available shelter space.

2. “City property” means all improved and unimproved real property owned or leased by the City of Auburn, and all City of Auburn easements, including but not limited to all portions of city parks, as defined in Chapter 2.22, city buildings, rights of way, city parking lots, city airport property, wetlands, and city utility facilities.

3. “Camp” or “camping” means to pitch, create, use, or occupy camp facilities for the purposes of habitation, living accommodation, or dwelling, as evidenced by

the storage of personal belongings in ‘camp facilities’ or the use of ‘camp paraphernalia.’

4. “Camp facilities” include, but are not limited to, tents, tarps configured for shelter, huts, and temporary shelters. “Camp facilities” does not include shelters when used temporarily in a park for recreation or play, consistent with Chapter 2.22, during hours when the park is open to the public.

5. “Camp paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, or non-city-designated cooking facilities and similar equipment.

6. “Store” means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

E. **Penalty.** When enforced, violation of this subsection is a misdemeanor punishable by a maximum penalty of 90 days in jail and/or a \$1,000 fine.

Section 5. Amendment to City Code. Section 9.78.010 of Chapter 9.78, Public

Disturbance, of the Auburn City Code is amended to read as follows:

9.78.010 Disorderly conduct.

A. A person is guilty of disorderly conduct if they:

1. Fight~~s~~ or encourag~~e~~s others to fight in any public place within the city;
2. ~~Intentionally create the risk of an assault by w~~Willfully annoy~~ings~~, molest~~s~~, bother~~ings~~, insult~~ings~~, or offer~~ings~~ an affront to another person ~~and thereby intentionally creates the risk of assault;~~
3. Willfully break~~s~~, impair~~s~~, injure~~s~~ or deface~~s~~ any building, fence, awning, window, sign, signboard, tree, shrub, or other thing of value being the property of another;
4. Intentionally obstruct~~s~~ vehicular or pedestrian travel or traffic without lawful authority;
5. Remove~~s~~, interfere~~s~~ with, carry~~ies~~ away or destroy~~s~~ the property of another, or tear~~s~~ down, destroy~~s~~ or mutilate~~s~~ any notice or handbill lawfully posted in the city;
6. Intentionally disrupt~~s~~ any lawful assembly or meeting of persons without lawful authority;

7. Looks into the windows of the residence of another without a lawful right to do so;

8. Urinates or defecates in any place open to the public view, other than in a restroom or toilet facility; or

9. Intentionally engages in conduct that tends to, or is reasonably likely to, disturb the peace, promote disorder or endanger the safety of others.

B. Disorderly conduct is a misdemeanor punishable by a maximum penalty of 90 days in jail and/or a \$1,000 fine. (Ord. 6503 § 1, 2014; Ord. 5682 § 1, 2002.)

Section 6. Amendment to City Code. Section 12.32.020 of Chapter 12.32, Sidewalk Obstructions, of the Auburn City Code is amended to read as follows:

12.32.020 Unlawful sidewalk obstructions.~~Prohibitions.~~

It is unlawful for any person, firm or corporation, or for any agent, representative, servant or employee thereof, to deposit, place, erect or maintain, or cause to be deposited, placed, erected or maintained, upon any sidewalk located in any public street, alley or place of the city, or upon any portion of such sidewalk, any bench, chair, rack, stand, structure, sign, merchandise or other object, except as approved by the city engineer, or to place, erect or maintain, or cause to be placed, erected or maintained, over such sidewalk, or over any portion of such sidewalk, any structure, sign or other object at such height or in such manner as to prevent or interfere with the free and unobstructed use of all of such sidewalk by pedestrians. Violation of this section is a civil infraction, subject to a maximum penalty of \$250. (Ord. 6532 § 16, 2014; 1957 code § 8.18.020.)

Section 7. Amendment to City Code. Section 13.12.020 of Chapter 13.12,

Protection of Water Supply, of the Auburn City Code is amended to read as follows:

13.12.020 Water division facilities – Damaging or Trespassing ~~on or interfering with~~ prohibited.

~~It is unlawful for any person to damage, tamper with, disturb, trespass, or be upon the lands and premises of the city upon which water facilities exist including, but not limited to, intake structures, gatehouses, well buildings, treatment facilities, water storage tanks, underground vaults, pump stations and watershed properties whether or not such properties or facilities are enclosed by lawful fences. It is unlawful for any person to destroy, tamper with, or disturb any fence, gate or lock enclosing city water facilities.~~

A. No person may damage, tamper with, or disturb any municipal water system or water facility including, but not limited to:

1. intake structures, gatehouses, well buildings, treatment facilities, water storage tanks, underground vaults, pump stations, or watershed properties;

2. any fences, gates or locks enclosing such facilities or systems, and

3. any land or premises containing such facilities or system, whether enclosed or not.

Violation of this subsection (A) is a misdemeanor punishable by a maximum penalty of 90 days in jail and/or a \$1,000 fine.

B. No person may trespass or be upon the public lands and premises that contain water facilities or municipal water systems. Violation of this subsection (B) is an infraction subject to a maximum penalty of \$250. (Ord. 5851 § 1, 2004; 1957 code § 10.12.020.)

Section 8. Amendment to City Code. Section 13.48.170 of Title 13.48, Storm

Drainage Utility, of the Auburn City Code is amended to read as follows:

13.48.170 Trespassing on public storm drainage facility prohibited.

Unless authorized by the City, it is unlawful for any person to trespass or to be upon the public lands or and premises whereof the city, lawfully posted, upon which any public storm drainage facility is situated, unless duly authorized by the city. Any person who enters or remains upon any such land or premises in violation of

(1) any posted no trespassing signage at the location; or

(2) any orders to vacate the land or premises given by a police officer, city official, or city employee shall be guilty of an infraction subject to a maximum penalty of \$250.

(Ord. 5853 § 1, 2004; Ord. 5212 § 1 (Exh. J), 1999; Ord. 4492 § 4, 1991.)

Section 9. Amendment to City Code. Section 13.20.100 of Chapter 13.20,

Sewer, of the Auburn City Code is amended to read as follows:

13.20.100 Trespassing on and dDisturbing public sewer and streets

A. No unauthorized person shall uncover, make any connection with or opening into, use, alter or disturb any public sewer. No unauthorized person shall open, alter or disturb the streets or alleys or other public ways or easements of the city for the purposes of making connection with the public sewer system or repairing and maintaining a side sewer located within the public right-of-way or easement.

B. No person may damage, tamper with, or disturb any public sewer system or sewer facility, including, but not limited to:

1. wastewater pipes, manholes, pump stations and their appurtenant facilities, cleanouts, sewer meters, and pumps,
2. any fences, gates or locks enclosing such facilities or systems, and
3. any land or premises containing such facilities or system, whether enclosed or not.

Violation of this subsection (B) is a misdemeanor punishable by a maximum penalty of 90 days in jail and/or a \$1,000 fine.

C. Unless authorized by the City, no person may trespass or be upon public lands and premises that contain sewer facilities. Any person who enters or remains upon any such public land or premises in violation of

(1) any posted no trespassing signage at the location; or
(2) any orders to vacate the land or premises given by a police officer, city official, or city employee shall be guilty of an infraction subject to a maximum penalty of \$250. (Ord. 5852 § 1, 2004; Ord. 5381 § 1, 2000; Ord. 5212 § 1 (Exh. I), 1999; Ord. 4241 § 2, 1987.)

Section 10. Restriction on Burdening Shelters or Encampments Hosted by

Religious Organizations. This ordinance is intended to be interpreted consistent with RCW 35A.21.360 and shall be enforced according to the provisions of that state statute.

Section 11. Implementation. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 12. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of the application of it to any person

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

Section 13. Effective date. This Ordinance will take effect and be in force five days from and after its passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

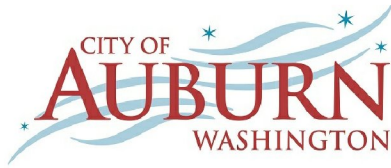
ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6776 (Gaub)

Date:

August 31, 2020

Department:

Public Works

Attachments:

[Ordinance No. 6776](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6776.

Background Summary:

The Departments of Public Works, Community Development, Police, Legal, and Administration worked together to propose changes to the City code to help address issues with recreational vehicles parking within the public right-of-way.

Ordinance No. 6776 authorizes the adoption of the proposed changes to Auburn City Code Section 10.36.191 relating to the parking of recreational vehicles.

Proposed updates to the Recreational Vehicle (RV) Parking code, ACC 10.36.191 include the following: 1) Limit RV parking to 24 hours citywide within the public right-of-way, 2) Create a parking permit program to allow RV parking in residential areas for up to 72 hours, with limitations, 3) Prohibit occupation of RVs overnight in the right-of-way.

The proposed ordinance was presented to Council at the Study Session on August 24, 2020.

Reviewed by Council Committees:

Councilmember: Brown

Staff:

Gaub

Meeting Date: September 8, 2020

Item Number:

ORD.F

ORDINANCE NO. 6776

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO RECREATIONAL VEHICLE PARKING, AMENDING SECTION 10.36.191 OF THE AUBURN CITY CODE

WHEREAS, ACC 10.36.191 currently limits recreational vehicle (RV) parking in the public right-of-way to 24 hours in residential neighborhoods, and to 72 hours in non-residential areas, and does not prohibit overnight RV occupancy;

WHEREAS, the parking of RVs within any public right-of-way for more than 24 hours and overnight RV occupancy in any public right-of-way can create a public nuisance and hazard;

WHEREAS, the proposed amendment would limit RV parking in any public right-of-way to 24 hours and create a parking permit program to allow RV parking for up to 72 hours under certain conditions;

WHEREAS, the City of Auburn chooses to use enforcement as a last resort and instead will implement these standards in a manner that prioritizes a combination of education and assistance in providing the RV occupant with alternatives for relocation;

WHEREAS, the proposed amendment would create restrictions and requirements for recreational vehicles parking in the public right-of-way to reduce the likelihood of the vehicles creating a public nuisance or hazard;

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

Section 1. Amendment to City Code. Section 10.36.191 of the Auburn City

Code is amended to read as follows:

10.36.191 Recreational vehicle parking.

A. No person shall park any recreational vehicle, as defined in ACC10.36.020, and referred to hereafter as "RV" on any street, alley or public right-of-way in any residential neighborhood in the city for more than 24 hours, except by permit as specified herein.

B. No RV may be occupied overnight while parked in any public right-of-way.

C. The vehicle must meet all licensing requirements, pursuant to Section 10.36.205 ACC.

D. The RV is parked such that it complies with all other City and State parking laws and regulations

E. Repair or maintenance work on any RV is prohibited while parked in the right-of-way, pursuant to Section 10.36.270(25) ACC.

F. Use of a generator by an RV parked in the public right-of-way shall be limited in order to comply with Chapter 8.28 ACC.

G. Wires, hoses, cables, equipment, awnings, and other appurtenances associated with any RV shall not be allowed to be extended, set across, or placed within any portion of the public right-of-way.

H. RV Parking Permit: The City may issue permits that allow RVs to park for up to three (3) consecutive days within any improved and open public right-of-way with the following requirements, in addition to B through G above:

1. The permit is applied for, and issued to, an applicant who is the property owner or lawful occupant, directly adjacent to, and on the same side of the public right-of-way as the location where the RV is to be parked.

2. A permit may not be issued for the same RV or the same property location more than two (2) times in any twelve (12) month period.

3. No more than one permit may be in effect at any time for applicant(s) of the same address.

4. The permit must identify the property location adjacent to which the RV is to be parked, and must identify the RV by license plate number.

I. Permits issued under this Chapter may be revoked at any time by the City.

J. B. The penalty for parking in violation of this section shall be a fine of \$250.00 per violation, in addition to other costs and assessments provided by law. A violation of this section shall be considered a parking infraction and shall be processed in accordance with the state statutes, court rules and city ordinances regarding parking infractions. Each calendar day during which a violation occurs shall constitute a separate infraction, and each instance when a recreational vehicle or trailer parks at a location in violation of this section shall be a separate

violation. RVs parked in violation of this section are subject to impoundment pursuant to ACC 10.36.360.

K. Nothing in this section is intended to limit the application or enforceability of any Homeowner's Association covenants and rules.

L. ~~C.~~ This section does not permit or authorize anyone to park any recreational vehicle on any street within the city that does not have adequate space for parking, or where a sight distance obstruction would be created, or where parking is otherwise prohibited. (Ord. 6222 § 3, 2009; Ord. 6129 § 1, 2007; Ord. 6035 § 2, 2006.)

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

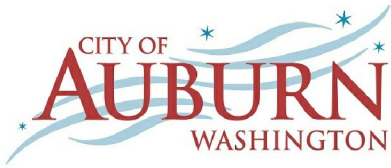
ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6783 (Thomas)

Date:

August 28, 2020

Department:

Finance

Attachments:

[Transmittal Memo](#)

[Ordinance No. 6783](#)

[Schedule A](#)

[Schedule B](#)

Budget Impact:**Administrative Recommendation:**

City Council to adopt Ordinance No. 6783.

Background Summary:

Ordinance No. 6783 (Budget Amendment #7) represents the seventh budget amendment for the 2019-2020 biennium and the third budget amendment for 2020. For details, see the attached transmittal memorandum and supporting materials.

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

Thomas

Meeting Date: September 8, 2020

Item Number:

ORD.G



Interoffice Memorandum

To: City Council
From: Jamie Thomas, Finance Director
CC: Nancy Backus, Mayor
Date: August 19, 2020
Re: Ordinance #6783 – 2019-2020 Budget Amendment #7

The City's biennial 2019-2020 budget was approved by Council as two one-year appropriations. Budget Amendments #1, #2, #3, and #4 amended the budget for calendar year 2019. Budget Amendments #5 and #6 amended the 2020 budget.

This amendment will be the seventh budget amendment for the biennium and the third budget amendment for calendar year 2020. The main purposes of this amendment are: (1) to adjust budgeted 2020 beginning fund balances to match actual 2019 ending fund balances per accounting records; (2) adjust budgeted revenues to reflect expected COVID-19 related impacts and the City's actions in response to the expected shortfalls; and (3) add budget authority for new programs and other expected changes in 2020. No new positions are being requested in this amendment.

Fund Balance Adjustments: This amendment adjusts City-wide 2020 budgeted beginning fund balances to reflect actual ending balances as of the end of 2019. The General Fund beginning fund balance is adjusted by an increase of \$7,670,843; City-wide beginning fund balances are adjusted, in total, by a net increase of \$18.2 million.

COVID-19 Related Adjustments: This category includes adjustments to revenue budgets to reflect expected shortfalls due directly or indirectly to the COVID-19 pandemic, impacts of the City's planned actions in response to these revenue shortfalls, and grant-related relief from outside agencies. Total General Fund adjustments result in a net decrease in fund balance of \$1.9 million and include:

- Expected revenue shortfalls, most notable sales and use taxes (-\$7,935,500)
- Revenue reallocations from other funds, including Motor Vehicle Fuel Taxes (MVFT) and utility taxes (\$2,665,100)
- CARES Act grant funds and related expenditures (\$2,451,600)
- Other COVID-19 related grants and related expenditures (\$216,100)
- Planned departmental expenditure reductions and other actions (\$3,351,650)

COVID-19 related adjustments result in a net decrease of \$4.8 million to fund balances in other funds. These adjustments include:

- Expected revenue shortfalls, particularly utility sales revenues (-\$2,779,300)
- Revenue reallocations to the General Fund (-\$3,416,600)
- Cost reductions (-\$1,012,000)
- Adjust REET-funded project expenditures (-\$395,000)

Add budget authority for new programs and other expected changes in 2020: These include requests for increased funding for existing programs, new grants, and funding requests for new projects or programs. New requests include:

- General Fund – Affordable Housing Sales Tax Credit (\$150,000)
- General Fund – Extend budget for WA Criminal Justice Training Commission agreement (\$102,000)
- Fund 105 – Funding for advance design of future arterial street preservation projects (\$100,000)
- Fund 430/460 – 2020 Utility System Revenue/Refunding Bonds (\$11,993,500)
- Fund 560 – Funding for two vehicles for School Resource Officers (\$135,300)

The following table summarizes the current and revised budget as a result of this amendment.

Table 1: 2020 Budget as Amended

2020 Amended Budget	\$ 368,801,137
Budget Amendment #7 (Ord #6783)	<u>26,393,345</u>
2020 Budget as Amended	\$ 395,194,482

Attachments:

- ❖ Ordinance # 6783
- ❖ Schedule “A” – Summary of 2020 Budget Adjustments by Fund
- ❖ Schedule “B” – 2020 Appropriations by Fund

ORDINANCE NO. 6783

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING ORDINANCE NO. 6693, THE 2019-2020 BIENNIAL BUDGET ORDINANCE, AS AMENDED BY ORDINANCE NO. 6712, ORDINANCE NO. 6719, ORDINANCE NO. 6720, ORDINANCE NO. 6751, AND ORDINANCE NO. 6764, AUTHORIZING AMENDMENT TO THE CITY OF AUBURN 2019-2020 BUDGET AS SET FORTH IN SCHEDULE "A" AND SCHEDULE "B"

WHEREAS, the Auburn City Council at its regular meeting of December 3, 2018, adopted Ordinance No. 6693 which adopted the City of Auburn 2019-2020 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of April 1, 2019, adopted Ordinance No. 6712 (BA#1) which amended Ordinance No. 6693 which adopted the City of Auburn 2019-2020 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of May 20, 2019, adopted Ordinance No. 6719 (BA#2) which amended Ordinance No. 6712 which amended the City of Auburn 2019-2020 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of July 15, 2019, adopted Ordinance No. 6720 (BA#3), which amended Ordinance No. 6719 which amended the City of Auburn 2019-2020 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of December 4, 2019, adopted Ordinances Nos. 6752 (BA#4) and 6751 (BA#5), both of which amended Ordinance No. 6720 which amended the City of Auburn 2019-2020 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of December 4, 2019, adopted Ordinance No. 6764 (BA#6), which amended Ordinance No. 6751 which amended the City of Auburn 2019-2020 Biennial budget; and

WHEREAS, the City of Auburn deems it necessary to appropriate additional funds to the various funds of the 2020 budget as outlined in this Ordinance (BA#7); and

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

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

Section 1. Amendment of the 2019-2020 Biennial Budget. The 2019-2020 Biennial Budget of the City of Auburn is amended pursuant to Chapter 35A.34 RCW, to reflect the revenues and expenditures as shown on Schedule “A” attached hereto and incorporated herein by reference. The Mayor of the City of Auburn, Washington is hereby authorized to utilize revenue and expenditure amounts shown on said Schedule “A” and Schedule “B”. A copy of said Schedule “A” and Schedule “B” is on file with the City Clerk and available for public inspection.

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

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

PUBLISHED: _____

Schedule A
Summary of 2020 Budget Adjustments by Fund
Budget Amendment #7 (Ordinance #6783)

	Beg. Fund Balance	2020 Revenues	2020 Expenditures	Ending Fund Balance
General Fund (#001)				
2020 Adopted Budget	12,394,863	75,249,867	80,586,405	7,058,325
Previous Budget Amendments	3,575,454	2,256,070	3,832,340	1,999,184
2020 Amended Budget	15,970,317	77,505,937	84,418,745	9,057,509
BA#7 (Ordinance #6783, Proposed):	7,670,843	(2,278,190)	(308,640)	5,701,293
General Fund Revenues:				
Revenue reallocations (COVID-19 response)	-	2,665,100	-	2,665,100
Expected COVID-19 related revenue shortfalls	-	(7,935,500)	-	(7,935,500)
Mayor/Council:				
Departmental expenditure reductions (COVID-19 response)	-	-	(92,700)	92,700
Administration Department:				
Departmental expenditure reductions (COVID-19 response)	-	-	(87,500)	87,500
Reclassify Environ Services Specialist position to Outreach Prgm Administrator	-	-	40,500	(40,500)
Receive/expend donation frm MIT Charity Fund for Consolidated Resource Ctr	-	10,000	10,000	-
Small Business Assistance Award grant funds from US DOT (COVID-19 related)	-	109,560	109,560	-
Human Resources Department:				
Departmental expenditure reductions (COVID-19 response)	-	-	(87,000)	87,000
Reassign and reclassify ED Coordinator position to Equity Program Manager	-	-	25,000	(25,000)
Finance Department:				
Departmental expenditure reductions (COVID-19 response)	-	-	(6,000)	6,000
City Attorney's Office:				
Departmental expenditure reductions (COVID-19 response)	-	-	(7,000)	7,000
Community Development Department:				
Departmental expenditure reductions (COVID-19 response)	-	-	(363,500)	363,500
Receive/expend Affordable Housing Sales Tax Credit (authorized in Ord. 6732)	-	150,000	150,000	-
Police Department:				
Departmental expenditure reductions (COVID-19 response)	-	-	(217,000)	217,000
Coronavirus Emergency Supplemental Funding Program funds from DOJ	-	106,550	106,550	-
Extend budget for WA State Criminal Justice Training Commission agreement	-	102,000	80,200	21,800
Two vehicles for School Resource Officers (partially funded by ASD)	-	-	26,600	(26,600)
Public Works Department:				
Departmental expenditure reductions (COVID-19 response)	-	-	(36,500)	36,500
Traffic signal repairs (funded by insurance recoveries)	-	29,250	29,250	-

Schedule A
Summary of 2020 Budget Adjustments by Fund
Budget Amendment #7 (Ordinance #6783)

	Beg. Fund Balance	2020 Revenues	2020 Expenditures	Ending Fund Balance
Parks Department:				
Departmental expenditure reductions (COVID-19 response)	-	-	(431,800)	431,800
Incr. So. King County Sr. Ctrs & Resource Hub grant (previously City of Pacific)	-	22,050	22,050	-
Receipt and expenditure of private donations for frozen meals to seniors	-	11,200	11,200	-
Street Department:				
Departmental expenditure reductions (COVID-19 response)	-	-	(110,000)	110,000
Move decant disposal costs to the Solid Waste Fund (COVID-19 response)	-	-	(19,500)	19,500
Multiple Departments:				
Hiring freeze (COVID-19 response)	-	-	(989,950)	989,950
VEBA reduction (COVID-19 response)	-	-	(206,100)	206,100
Seasonal/temp layoffs (COVID-19 response)	-	-	(478,100)	478,100
Mandatory furloughs (COVID-19 response)	-	-	(238,500)	238,500
CARES Act revenues and expenditures (COVID-19 related)	-	2,451,600	2,451,600	-
Non-Departmental:				
True up 2020 beginning fund balance to 2019 actual ending balance	7,670,843	-	-	7,670,843
Revised 2020 Budget - Fund 001	23,641,160	75,227,747	84,110,105	14,758,802
Arterial Street Fund (#102)				
2020 Adopted Budget	1,344,477	3,694,600	3,995,900	1,043,177
Previous Budget Amendments and CIP Carry-Forwards	234,263	6,165,164	7,184,846	(785,419)
2020 Amended Budget	1,578,740	9,859,764	11,180,746	257,758
BA#7 (Ordinance #6783, Proposed):	391,483	(15,200)	-	376,283
Revenue reallocations (COVID-19 response)	-	(15,200)	-	(15,200)
True up 2020 beginning fund balance to 2019 actual ending balance	391,483	-	-	391,483
Revised 2020 Budget - Fund 102	1,970,223	9,844,564	11,180,746	634,041

Schedule A
Summary of 2020 Budget Adjustments by Fund
Budget Amendment #7 (Ordinance #6783)

	Beg. Fund Balance	2020 Revenues	2020 Expenditures	Ending Fund Balance
Local Street Fund (#103)				
2020 Adopted Budget	956,880	1,902,000	1,916,300	942,580
Previous Budget Amendments and CIP Carry-Forwards	1,462,235	-	1,212,534	249,701
2020 Amended Budget	2,419,115	1,902,000	3,128,834	1,192,281
BA#7 (Ordinance #6783, Proposed):	131,497	(2,000)	-	129,497
Revenue reallocations (COVID-19 response)	-	(2,000)	-	(2,000)
True up 2020 beginning fund balance to 2019 actual ending balance	131,497	-	-	131,497
Revised 2020 Budget - Fund 103	2,550,612	1,900,000	3,128,834	1,321,778
Hotel/Motel Tax Fund (#104)				
2020 Adopted Budget	102,121	164,000	170,310	95,811
Previous Budget Amendments	47,454	5,000	35,000	17,454
2020 Amended Budget	149,575	169,000	205,310	113,265
BA#7 (Ordinance #6783, Proposed):	99,611	(59,100)	-	40,511
Expected COVID-19 related revenue shortfalls	-	(57,000)	-	(57,000)
Revenue reallocations (COVID-19 response)	-	(2,100)	-	(2,100)
True up 2020 beginning fund balance to 2019 actual ending balance	99,611	-	-	99,611
Revised 2020 Budget - Fund 104	249,186	109,900	205,310	153,776
Arterial Street Preservation Fund (#105)				
2020 Adopted Budget	1,369,417	3,832,640	3,967,840	1,234,217
Previous Budget Amendments and CIP Carry-Forwards	(157,606)	2,889,569	3,141,384	(409,421)
2020 Amended Budget	1,211,811	6,722,209	7,109,224	824,796
BA#7 (Ordinance #6783, Proposed):	830,108	(16,900)	100,000	713,208
Revenue reallocations (COVID-19 response)	-	(16,900)	-	(16,900)
Funding for advance design of future arterial street preservation projects	-	-	100,000	(100,000)
True up 2020 beginning fund balance to 2019 actual ending balance	830,108	-	-	830,108
Revised 2020 Budget - Fund 105	2,041,919	6,705,309	7,209,224	1,538,004

Schedule A
Summary of 2020 Budget Adjustments by Fund
Budget Amendment #7 (Ordinance #6783)

	Beg. Fund Balance	2020 Revenues	2020 Expenditures	Ending Fund Balance
Drug Forfeiture Fund (#117)				
2020 Adopted Budget	233,460	152,000	310,956	74,504
Previous Budget Amendments	71,297	-	118,500	(47,203)
2020 Amended Budget	304,757	152,000	429,456	27,301
BA#7 (Ordinance #6783, Proposed):	973,216	-	-	973,216
True up 2020 beginning fund balance to 2019 actual ending balance	973,216	-	-	973,216
Revised 2020 Budget - Fund 117	1,277,973	152,000	429,456	1,000,517
Housing & Comm Develop Fund (#119)				
2020 Adopted Budget	36,458	539,970	539,970	36,458
Previous Budget Amendments	6,446	289,780	289,780	6,446
2020 Amended Budget	42,904	829,750	829,750	42,904
BA#7 (Ordinance #6783, Proposed):	-	371,800	371,800	-
Align budget to 2020 Community Development Block Grant Coronavirus award	-	371,800	371,800	-
Revised 2020 Budget - Fund 119	42,904	1,201,550	1,201,550	42,904
Recreation Trails Fund (#120)				
2020 Adopted Budget	71,426	7,100	-	78,526
Previous Budget Amendments	1,550	-	-	1,550
2020 Amended Budget	72,976	7,100	-	80,076
BA#7 (Ordinance #6783, Proposed):	1,449	(100)	-	1,349
Revenue reallocations (COVID-19 response)	-	(100)	-	(100)
True up 2020 beginning fund balance to 2019 actual ending balance	1,449	-	-	1,449
Revised 2020 Budget - Fund 120	74,425	7,000	-	81,425

Schedule A
Summary of 2020 Budget Adjustments by Fund
Budget Amendment #7 (Ordinance #6783)

	Beg. Fund Balance	2020 Revenues	2020 Expenditures	Ending Fund Balance
BIA Fund (#121)				
2020 Adopted Budget	74,673	55,200	90,000	39,873
Previous Budget Amendments	940	-	-	940
2020 Amended Budget	75,613	55,200	90,000	40,813
BA#7 (Ordinance #6783, Proposed):	58,212	(200)	-	58,012
Revenue reallocations (COVID-19 response)	-	(200)	-	(200)
True up 2020 beginning fund balance to 2019 actual ending balance	58,212	-	-	58,212
Revised 2020 Budget - Fund 121	133,825	55,000	90,000	98,825
Cumulative Reserve Fund (#122)				
2020 Adopted Budget	10,162,312	197,800	4,100,000	6,260,112
Previous Budget Amendments and CIP Carry-Forwards	75,954	-	42,200	33,754
2020 Amended Budget	10,238,266	197,800	4,142,200	6,293,866
BA#7 (Ordinance #6783, Proposed):	187,249	(112,000)	-	75,249
Revenue reallocations (COVID-19 response)	-	(112,000)	-	(112,000)
True up 2020 beginning fund balance to 2019 actual ending balance	187,249	-	-	187,249
Revised 2020 Budget - Fund 122	10,425,515	85,800	4,142,200	6,369,115
Mitigation Fees Fund (#124)				
2020 Adopted Budget	9,101,987	1,306,700	741,600	9,667,087
Previous Budget Amendments and CIP Carry-Forwards	2,897,279	-	4,712,322	(1,815,043)
2020 Amended Budget	11,999,266	1,306,700	5,453,922	7,852,044
BA#7 (Ordinance #6783, Proposed):	2,104,822	-	-	2,104,822
True up 2020 beginning fund balance to 2019 actual ending balance	2,104,822	-	-	2,104,822
Revised 2020 Budget - Fund 124	14,104,088	1,306,700	5,453,922	9,956,866
City Hall Annex 2010 A&B Bond Fund (#230)				
2020 Adopted Budget	-	1,658,400	1,658,400	-
Previous Budget Amendments	-	-	-	-
2020 Amended Budget	-	1,658,400	1,658,400	-
BA#7 (Ordinance #6764, Proposed):	4,489	-	-	4,489
True up 2020 beginning fund balance to 2019 actual ending balance	4,489	-	-	4,489

Schedule A
Summary of 2020 Budget Adjustments by Fund
Budget Amendment #7 (Ordinance #6783)

	Beg. Fund Balance	2020 Revenues	2020 Expenditures	Ending Fund Balance
Local Revitalization 2010 C&D Bond Fund (#231)				
2020 Adopted Budget	11,896	575,100	574,600	12,396
Previous Budget Amendments	3,436	-	-	3,436
2020 Amended Budget	15,332	575,100	574,600	15,832
BA#7 (Ordinance #6783, Proposed):	18,261	(500)	-	17,761
Revenue reallocations (COVID-19 response)	-	(500)	-	(500)
True up 2020 beginning fund balance to 2019 actual ending balance	18,261	-	-	18,261
Revised 2020 Budget - Fund 231	33,593	574,600	574,600	33,593
LID Guarantee Fund (#249)				
2020 Adopted Budget	1,648	40	-	1,688
Previous Budget Amendments	15	-	-	15
2020 Amended Budget	1,663	40	-	1,703
BA#7 (Ordinance #6783, Proposed):	6	-	-	6
True up 2020 beginning fund balance to 2019 actual ending balance	6	-	-	6
Revised 2020 Budget - Fund 249	1,669	40	-	1,709
LID 350 Fund (#275)				
2020 Adopted Budget	8,659	100	-	8,759
Previous Budget Amendments	(4,956)	-	-	(4,956)
2020 Amended Budget	3,703	100	-	3,803
BA#7 (Ordinance #6783, Proposed):	(3,455)	-	-	(3,455)
True up 2020 beginning fund balance to 2019 actual ending balance	(3,455)	-	-	(3,455)
Revised 2020 Budget - Fund 275	248	100	-	348

Schedule A
Summary of 2020 Budget Adjustments by Fund
Budget Amendment #7 (Ordinance #6783)

	Beg. Fund Balance	2020 Revenues	2020 Expenditures	Ending Fund Balance
Golf/Cemetery 2016 Refunding Fund (#276)				
2020 Adopted Budget	-	376,000	376,000	-
Previous Budget Amendments	19	-	-	19
2020 Amended Budget	19	376,000	376,000	19
BA#7 (Ordinance #6783, Proposed):	(19)	-	-	(19)
True up 2020 beginning fund balance to 2019 actual ending balance	(19)	-	-	(19)
Revised 2020 Budget - Fund 276	-	376,000	376,000	-
Parks Construction Fund (#321)				
2020 Adopted Budget	365,772	590,100	470,000	485,872
Previous Budget Amendments and CIP Carry-Forwards	226,931	2,534,719	2,539,633	222,017
2020 Amended Budget	592,703	3,124,819	3,009,633	707,889
BA#7 (Ordinance #6783, Proposed):	72,713	(4,700)	-	68,013
Revenue reallocations (COVID-19 response)	-	(4,700)	-	(4,700)
True up 2020 beginning fund balance to 2019 actual ending balance	72,713	-	-	72,713
Revised 2020 Budget - Fund 321	665,416	3,120,119	3,009,633	775,902
Capital Improvements Fund (#328)				
2020 Adopted Budget	7,679,377	2,605,200	3,944,300	6,340,277
Previous Budget Amendments and CIP Carry-Forwards	4,071,275	3,368,216	7,077,481	362,010
2020 Amended Budget	11,750,652	5,973,416	11,021,781	6,702,287
BA#7 (Ordinance #6783, Proposed):	2,053,115	(10,000)	1,928,000	115,115
Revenue reallocations (COVID-19 response)	-	(10,000)	2,223,000	(2,233,000)
Reduce / adjust REET-funded roofing project costs (COVID-19 response)	-	-	(295,000)	295,000
328.00.599.400.06 ENDING FUND BALANCE/W C				295,000
True up 2020 beginning fund balance to 2019 actual ending balance	2,053,115	-	-	2,053,115
Revised 2020 Budget - Fund 328	13,803,767	5,963,416	12,949,781	6,817,402

Schedule A
Summary of 2020 Budget Adjustments by Fund
Budget Amendment #7 (Ordinance #6783)

	Beg. Fund Balance	2020 Revenues	2020 Expenditures	Ending Fund Balance
Local Revitalization Fund (#330)				
2020 Adopted Budget	-	-	-	-
Previous Budget Amendments and CIP Carry-Forwards	378,117	-	378,117	-
2020 Amended Budget	378,117	-	378,117	-
BA#7 (Ordinance #6783, Proposed):	1,622	-	-	1,622
True up 2020 beginning fund balance to 2019 actual ending balance	1,622	-	-	1,622
Revised 2020 Budget - Fund 330	379,739	-	378,117	1,622
Water Fund (#430)				
2020 Adopted Budget	5,131,610	16,323,800	14,408,831	7,046,579
Previous Budget Amendments and CIP Carry-Forwards	4,949,949	6,822,221	13,647,958	(1,875,788)
2020 Amended Budget	10,081,559	23,146,021	28,056,789	5,170,791
BA#7 (Ordinance #6783, Proposed):	1,831,547	10,635,100	1,953,450	10,513,197
Expected COVID-19 related revenue shortfalls	-	(1,338,400)	-	(1,338,400)
Cost reductions (COVID-19 response)	-	-	(70,250)	70,250
Revenue reallocations (COVID-19 response)	-	(20,000)	-	(20,000)
Recognize 2020 Utility System Revenue/Refunding Bonds	-	11,993,500	2,023,700	9,969,800
True up 2020 beginning fund balance to 2019 actual ending balance	1,831,547	-	-	1,831,547
Revised 2020 Budget - Fund 430	11,913,106	33,781,121	30,010,239	15,683,988
Sewer Fund (#431)				
2020 Adopted Budget	5,528,686	9,394,700	7,777,448	7,145,938
Previous Budget Amendments and CIP Carry-Forwards	1,386,725	-	826,817	559,908
2020 Amended Budget	6,915,411	9,394,700	8,604,265	7,705,846
BA#7 (Ordinance #6783, Proposed):	301,354	(771,500)	45,250	(515,396)
Revenue reallocations (COVID-19 response)	-	(751,500)	-	(751,500)
Cost reductions (COVID-19 response)	-	-	(38,050)	38,050
Revenue reallocations (COVID-19 response)	-	(20,000)	-	(20,000)
Recognize 2020 Utility System Revenue/Refunding Bonds	-	-	83,300	(83,300)
True up 2020 beginning fund balance to 2019 actual ending balance	301,354	-	-	301,354
Revised 2020 Budget - Fund 431	7,216,765	8,623,200	8,649,515	7,190,450

Schedule A
Summary of 2020 Budget Adjustments by Fund
Budget Amendment #7 (Ordinance #6783)

	Beg. Fund Balance	2020 Revenues	2020 Expenditures	Ending Fund Balance
Storm Drainage Fund (#432)				
2020 Adopted Budget	4,151,402	10,399,200	8,831,070	5,719,532
Previous Budget Amendments and CIP Carry-Forwards	2,203,371	-	374,707	1,828,664
2020 Amended Budget	6,354,773	10,399,200	9,205,777	7,548,196
BA#7 (Ordinance #6783, Proposed):	843,517	(15,000)	7,750	820,767
Revenue reallocations (COVID-19 response)	-	(15,000)	-	(15,000)
Recognize 2020 Utility System Revenue/Refunding Bonds	-	-	69,700	(69,700)
True up 2020 beginning fund balance to 2019 actual ending balance	843,517	-	-	843,517
Revised 2020 Budget - Fund 432	7,198,290	10,384,200	9,213,527	8,368,963
Sewer Metro Sub Fund (#433)				
2020 Adopted Budget	3,341,367	18,549,300	18,397,800	3,492,867
Previous Budget Amendments	383,462	-	-	383,462
2020 Amended Budget	3,724,829	18,549,300	18,397,800	3,876,329
BA#7 (Ordinance #6783, Proposed):	(278,993)	(1,289,600)	-	(1,568,593)
Expected COVID-19 related revenue shortfalls	-	(1,287,100)	-	(1,287,100)
Revenue reallocations (COVID-19 response)	-	(2,500)	-	(2,500)
True up 2020 beginning fund balance to 2019 actual ending balance	(278,993)	-	-	(278,993)
Revised 2020 Budget - Fund 433	3,445,836	17,259,700	18,397,800	2,307,736
Solid Waste Fund (#434)				
2020 Adopted Budget	5,508,969	16,351,600	16,684,052	5,176,517
Previous Budget Amendments	91,608	-	-	91,608
2020 Amended Budget	5,600,577	16,351,600	16,684,052	5,268,125
BA#7 (Ordinance #6783, Proposed):	336,118	(152,100)	19,500	164,518
Expected COVID-19 related revenue shortfalls	-	(96,800)	-	(96,800)
Revenue reallocations (COVID-19 response)	-	(55,300)	-	(55,300)
Move decant disposal costs from the General Fund	-	-	19,500	(19,500)
True up 2020 beginning fund balance to 2019 actual ending balance	336,118	-	-	336,118
Revised 2020 Budget - Fund 434	5,936,695	16,199,500	16,703,552	5,432,643

Schedule A
Summary of 2020 Budget Adjustments by Fund
Budget Amendment #7 (Ordinance #6783)

	Beg. Fund Balance	2020 Revenues	2020 Expenditures	Ending Fund Balance
Airport Fund (#435)				
2020 Adopted Budget	257,640	1,258,800	1,085,701	430,739
Previous Budget Amendments	102,482	134,100	242,650	(6,068)
2020 Amended Budget	360,122	1,392,900	1,328,351	424,671
BA#7 (Ordinance #6783, Proposed):	274,255	69,000	(6,100)	349,355
Cost reductions (COVID-19 response)	-	-	(6,100)	6,100
Receipt CARES Act funds for Airport operational expenses (COVID-19 related)	-	69,000	-	69,000
True up 2020 beginning fund balance to 2019 actual ending balance	274,255	-	-	274,255
Revised 2020 Budget - Fund 435	634,377	1,461,900	1,322,251	774,026
Cemetery Fund (#436)				
2020 Adopted Budget	264,098	1,187,000	1,343,743	107,355
Previous Budget Amendments	261,627	-	7,800	253,827
2020 Amended Budget	525,725	1,187,000	1,351,543	361,182
BA#7 (Ordinance #6783, Proposed):	296,320	-	88,700	207,620
Cost reductions (COVID-19 response)	-	-	(11,300)	11,300
True up 2020 beginning fund balance to 2019 actual ending balance	296,320	-	100,000	196,320
Revised 2020 Budget - Fund 436	822,045	1,187,000	1,440,243	568,802
Water Capital Fund (#460)				
2020 Adopted Budget	2,562,724	2,070,200	4,282,305	350,619
Previous Budget Amendments and CIP Carry-Forwards	1,585,434	13,120,292	12,845,648	1,860,078
2020 Amended Budget	4,148,158	15,190,492	17,127,953	2,210,697
BA#7 (Ordinance #6783, Proposed):	(4,067,079)	1,994,300	-	(2,072,779)
Revenue reallocations (COVID-19 response)	-	(5,700)	-	(5,700)
Recognize 2020 Utility System Revenue/Refunding Bonds	-	2,000,000	-	2,000,000
True up 2020 beginning fund balance to 2019 actual ending balance	(4,067,079)	-	-	(4,067,079)
Revised 2020 Budget - Fund 460	81,079	17,184,792	17,127,953	137,918

Schedule A
Summary of 2020 Budget Adjustments by Fund
Budget Amendment #7 (Ordinance #6783)

	Beg. Fund Balance	2020 Revenues	2020 Expenditures	Ending Fund Balance
Sewer Capital Fund (#461)				
2020 Adopted Budget	9,049,491	750,500	1,265,000	8,534,991
Previous Budget Amendments and CIP Carry-Forwards	2,468,156	-	2,856,842	(388,686)
2020 Amended Budget	11,517,647	750,500	4,121,842	8,146,305
BA#7 (Ordinance #6783, Proposed):	1,782,510	(45,300)	-	1,737,210
Revenue reallocations (COVID-19 response)	-	(45,300)	-	(45,300)
True up 2020 beginning fund balance to 2019 actual ending balance	1,782,510	-	-	1,782,510
Revised 2020 Budget - Fund 461	13,300,157	705,200	4,121,842	9,883,515
Storm Drainage Capital Fund (#462)				
2020 Adopted Budget	10,701,488	581,800	2,063,900	9,219,388
Previous Budget Amendments	(338,682)	174,120	433,393	(597,955)
2020 Amended Budget	10,362,806	755,920	2,497,293	8,621,433
BA#7 (Ordinance #6783, Proposed):	1,446,929	(45,300)	-	1,401,629
Revenue reallocations (COVID-19 response)	-	(45,300)	-	(45,300)
True up 2020 beginning fund balance to 2019 actual ending balance	1,446,929	-	-	1,446,929
Revised 2020 Budget - Fund 462	11,809,735	710,620	2,497,293	10,023,062
Airport Capital Fund (#465)				
2020 Adopted Budget	99,605	775,700	778,000	97,305
Previous Budget Amendments and CIP Carry-Forwards	327,006	3,557,798	3,903,390	(18,586)
2020 Amended Budget	426,611	4,333,498	4,681,390	78,719
BA#7 (Ordinance #6783, Proposed):	3,230	(300)	-	2,930
Revenue reallocations (COVID-19 response)	-	(300)	-	(300)
True up 2020 beginning fund balance to 2019 actual ending balance	3,230	-	-	3,230
Revised 2020 Budget - Fund 465	429,841	4,333,198	4,681,390	81,649

Schedule A
Summary of 2020 Budget Adjustments by Fund
Budget Amendment #7 (Ordinance #6783)

	Beg. Fund Balance	2020 Revenues	2020 Expenditures	Ending Fund Balance
Cemetery Capital Fund (#466)				
2020 Adopted Budget	35,937	-	25,100	10,837
Previous Budget Amendments and CIP Carry-Forwards	317,315	55,400	380,400	(7,685)
2020 Amended Budget	353,252	55,400	405,500	3,152
BA#7 (Ordinance #6783, Proposed):	(94,269)	100,000	-	5,731
True up 2020 beginning fund balance to 2019 actual ending balance	(94,269)	100,000	-	5,731
Revised 2020 Budget - Fund 466	258,983	155,400	405,500	8,883
Insurance Fund (#501)				
2020 Adopted Budget	1,768,470	23,100	180,600	1,610,970
Previous Budget Amendments	4,456	-	-	4,456
2020 Amended Budget	1,772,926	23,100	180,600	1,615,426
BA#7 (Ordinance #6783, Proposed):	149,027	(13,100)	-	135,927
Revenue reallocations (COVID-19 response)	-	(13,100)	-	(13,100)
True up 2020 beginning fund balance to 2019 actual ending balance	149,027	-	-	149,027
Revised 2020 Budget - Fund 501	1,921,953	10,000	180,600	1,751,353
Workers' Comp Fund (#503)				
2020 Adopted Budget	2,482,073	1,261,900	833,415	2,910,558
Previous Budget Amendments	(963,880)	-	-	(963,880)
2020 Amended Budget	1,518,193	1,261,900	833,415	1,946,678
BA#7 (Ordinance #6783, Proposed):	359,434	(34,800)	-	324,634
Revenue reallocations (COVID-19 response)	-	(34,800)	-	(34,800)
True up 2020 beginning fund balance to 2019 actual ending balance	359,434	-	-	359,434
Revised 2020 Budget - Fund 503	1,877,627	1,227,100	833,415	2,271,312

Schedule A
Summary of 2020 Budget Adjustments by Fund
Budget Amendment #7 (Ordinance #6783)

	Beg. Fund Balance	2020 Revenues	2020 Expenditures	Ending Fund Balance
Facilities Fund (#505)				
2020 Adopted Budget	1,050,811	4,034,500	4,115,862	969,449
Previous Budget Amendments	259,043	(20,700)	435,500	(197,157)
2020 Amended Budget	1,309,854	4,013,800	4,551,362	772,292
BA#7 (Ordinance #6783, Proposed):	5,642	(308,100)	(555,300)	252,842
Revenue reallocations (COVID-19 response)	-	(13,100)	-	(13,100)
Cost reductions (COVID-19 response)	-	-	(160,300)	160,300
Reduce / adjust REET-funded roofing project costs (COVID-19 response)	-	(295,000)	(395,000)	100,000
True up 2020 beginning fund balance to 2019 actual ending balance	5,642	-	-	5,642
Revised 2020 Budget - Fund 505	1,315,496	3,705,700	3,996,062	1,025,134
Innovation & Technology Fund (#518)				
2020 Adopted Budget	2,564,974	6,724,153	7,182,511	2,106,616
Previous Budget Amendments	(3,138)	141,300	275,000	(136,838)
2020 Amended Budget	2,561,836	6,865,453	7,457,511	1,969,778
BA#7 (Ordinance #6783, Proposed):	(38,938)	(8,000)	(357,800)	310,862
Revenue reallocations (COVID-19 response)	-	(8,000)	-	(8,000)
Cost reductions (COVID-19 response)	-	-	(357,800)	357,800
True up 2020 beginning fund balance to 2019 actual ending balance	(38,938)	-	-	(38,938)
Revised 2020 Budget - Fund 518	2,522,898	6,857,453	7,099,711	2,280,640
Equipment Rental Fund (#550)				
2020 Adopted Budget	2,352,641	2,075,495	2,785,735	1,642,401
Previous Budget Amendments	164,875	9,900	115,900	58,875
2020 Amended Budget	2,517,516	2,085,395	2,901,635	1,701,276
BA#7 (Ordinance #6783, Proposed):	439,254	-	(237,300)	676,554
Cost reductions (COVID-19 response)	-	-	(237,300)	237,300
True up 2020 beginning fund balance to 2019 actual ending balance	439,254	-	-	439,254
Revised 2020 Budget - Fund 550	2,956,770	2,085,395	2,664,335	2,377,830

Schedule A
Summary of 2020 Budget Adjustments by Fund
Budget Amendment #7 (Ordinance #6783)

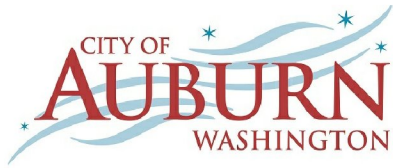
	Beg. Fund Balance	2020 Revenues	2020 Expenditures	Ending Fund Balance
Equipment Rental Capital Fund (#560)				
2020 Adopted Budget	3,302,654	1,594,605	1,331,000	3,566,259
Previous Budget Amendments and CIP Carry-Forwards	1,381,072	857,500	2,615,350	(376,778)
2020 Amended Budget	4,683,726	2,452,105	3,946,350	3,189,481
BA#7 (Ordinance #6783, Proposed):	(264,422)	135,300	135,300	(264,422)
Two vehicles for School Resource Officers (partially funded by ASD)	-	135,300	135,300	-
True up 2020 beginning fund balance to 2019 actual ending balance	(264,422)	-	-	(264,422)
Revised 2020 Budget - Fund 560	4,419,304	2,587,405	4,081,650	2,925,059
IT Capital Fund (#568)				
2020 Adopted Budget	300,697	500,000	500,300	300,397
Previous Budget Amendments and CIP Carry-Forwards	1,018,063	-	661,527	356,536
2020 Amended Budget	1,318,760	500,000	1,161,827	656,933
BA#7 (Ordinance #6783, Proposed):	126,854	25,000	25,000	126,854
Two vehicles for School Resource Officers (partially funded by ASD)	-	25,000	25,000	-
True up 2020 beginning fund balance to 2019 actual ending balance	126,854	-	-	126,854
Revised 2020 Budget - Fund 568	1,445,614	525,000	1,186,827	783,787
Fire Pension Fund (#611)				
2020 Adopted Budget	2,111,149	125,100	222,320	2,013,929
Previous Budget Amendments	22,922	-	-	22,922
2020 Amended Budget	2,134,071	125,100	222,320	2,036,851
BA#7 (Ordinance #6783, Proposed):	22,370	-	-	22,370
True up 2020 beginning fund balance to 2019 actual ending balance	22,370	-	-	22,370
Revised 2020 Budget - Fund 611	2,156,441	125,100	222,320	2,059,221

Schedule A
Summary of 2020 Budget Adjustments by Fund
Budget Amendment #7 (Ordinance #6783)

	Beg. Fund Balance	2020 Revenues	2020 Expenditures	Ending Fund Balance
SKHHP Fund (#654)				
2020 Adopted Budget	-	-	-	-
Previous Budget Amendments	78,250	376,500	432,820	21,930
2020 Amended Budget	78,250	376,500	432,820	21,930
BA#7 (Ordinance #6764, Proposed):	127,695	-	-	127,695
True up 2020 beginning fund balance to 2019 actual ending balance	127,695	-	-	127,695
Revised 2020 Budget - Fund 654	205,945	376,500	432,820	149,625
Cemetery Endowment Fund (#701)				
2020 Adopted Budget	1,829,409	45,000	-	1,874,409
Previous Budget Amendments and CIP Carry-Forwards	112,378	-	55,400	56,978
2020 Amended Budget	1,941,787	45,000	55,400	1,931,387
BA#7 (Ordinance #6783, Proposed):	47,258	-	-	47,258
True up 2020 beginning fund balance to 2019 actual ending balance	47,258	-	-	47,258
Revised 2020 Budget - Fund 701	1,989,045	45,000	55,400	1,978,645
Grand Total - All Funds				
2020 Adopted Budget	108,311,321	189,050,270	199,654,274	97,707,317
Previous Budget Amendments	28,702,597	42,736,949	70,675,239	764,307
2020 Amended Budget	137,013,918	231,787,219	270,329,513	98,471,624
TOTAL BA#7 (Ordinance #6783, Proposed):	18,244,835	8,148,510	3,209,610	23,183,735
Revised 2020 Budget	155,258,753	239,935,729	273,539,123	121,655,359
		395,194,482		395,194,482

Schedule B 2020 Appropriations by Fund

Fund	2020 Adopted Budget	BA#5 (Ord #31783475)	CIP Carry Forwards	BA#6 (Ord #5916660)	Additional CIP Carry Forwards	BA#7 (Ord #26393345)	Total Amendments	Revised Budget
General Fund (#001)	87,644,730	4,599,174	-	1,232,350	-	5,392,653	11,224,177	98,868,907
Arterial Street Fund (#102)	5,039,077	4,109,581	180,000	450,000	1,659,846	376,283	6,775,710	11,814,787
Local Street Fund (#103)	2,858,880	249,701	-	-	1,212,534	129,497	1,591,732	4,450,612
Hotel/Motel Tax Fund (#104)	266,121	52,454	-	-	-	40,511	92,965	359,086
Arterial Street Preservation Fund (#105)	5,202,057	(536,021)	800,000	1,606,240	861,744	813,208	3,545,171	8,747,228
Drug Forfeiture Fund (#117)	385,460	71,297	-	-	-	973,216	1,044,513	1,429,973
Housing & Comm Develop Fund (#119)	576,428	6,446	-	289,780	-	371,800	668,026	1,244,454
Recreation Trails Fund (#120)	78,526	1,550	-	-	-	1,349	2,899	81,425
BIA Fund (#121)	129,873	940	-	-	-	58,012	58,952	188,825
Cumulative Reserve Fund (#122)	10,360,112	33,754	42,200	-	-	75,249	151,203	10,511,315
Mitigation Fees Fund (#124)	10,408,687	(69,211)	1,944,100	-	1,022,390	2,104,822	5,002,101	15,410,788
1998 GO Library Bond Fund (#229)	-	-	-	-	-	-	-	-
City Hall Annex 2010 A&B Bond Fund (#230)	1,658,400	-	-	-	-	4,489	4,489	1,662,889
Local Revitalization 2010 C&D Bond Fund (#231)	586,996	3,436	-	-	-	17,761	21,197	608,193
SCORE Debt Service Fund (#238)	2,117,000	-	-	-	-	-	-	2,117,000
LID Guarantee Fund (#249)	1,688	15	-	-	-	6	21	1,709
LID 350 Fund (#275)	8,759	(4,956)	-	-	-	(3,455)	(8,411)	348
Golf/Cemetery 2016 Refunding Fund (#276)	376,000	19	-	-	-	(19)	-	376,000
Parks Construction Fund (#321)	955,872	120,757	1,311,800	758,050	571,043	68,013	2,829,663	3,785,535
Capital Improvements Fund (#328)	10,284,577	362,010	5,497,000	687,050	893,431	2,043,115	9,482,606	19,767,183
Local Revitalization Fund (#330)	-	-	290,500	-	87,617	1,622	379,739	379,739
Water Fund (#430)	21,455,410	8,307,683	3,230,666	88,000	145,821	12,466,647	24,238,817	45,694,227
Sewer Fund (#431)	14,923,386	894,808	280,667	211,250	-	(470,146)	916,579	15,839,965
Storm Drainage Fund (#432)	14,550,602	1,868,064	280,667	54,640	-	828,517	3,031,888	17,582,490
Sewer Metro Sub Fund (#433)	21,890,667	383,462	-	-	-	(1,568,593)	(1,185,131)	20,705,536
Solid Waste Fund (#434)	21,860,569	91,608	-	-	-	184,018	275,626	22,136,195
Airport Fund (#435)	1,516,440	236,582	-	-	-	343,255	579,837	2,096,277
Cemetery Fund (#436)	1,451,098	261,627	-	-	-	296,320	557,947	2,009,045
Water Capital Fund (#460)	4,632,924	9,187,643	3,286,000	-	2,232,083	(2,072,779)	12,632,947	17,265,871
Sewer Capital Fund (#461)	9,799,991	249,314	436,500	-	1,782,342	1,737,210	4,205,366	14,005,357
Storm Drainage Capital Fund (#462)	11,283,288	(1,394,955)	829,800	-	400,593	1,401,629	1,237,067	12,520,355
Airport Capital Fund (#465)	875,305	3,028,414	-	-	856,390	2,930	3,887,734	4,763,039
Cemetery Capital Fund (#466)	35,937	(7,685)	380,400	-	-	5,731	378,446	414,383
Insurance Fund (#501)	1,791,570	4,456	-	-	-	135,927	140,383	1,931,953
Workers' Comp Fund (#503)	3,743,973	(963,880)	-	-	-	324,634	(639,246)	3,104,727
Facilities Fund (#505)	5,085,311	14,043	-	224,300	-	(302,458)	(64,115)	5,021,196
Innovation & Technology Fund (#518)	9,289,127	(56,838)	-	195,000	-	(46,938)	91,224	9,380,351
Equipment Rental Fund (#550)	4,428,136	174,775	-	-	-	439,254	614,029	5,042,165
Equipment Rental Capital Fund (#560)	4,897,259	(267,778)	1,140,000	-	1,366,350	(129,122)	2,109,450	7,006,709
IT Capital Fund (#568)	800,697	356,536	661,527	-	-	151,854	1,169,917	1,970,614
Fire Pension Fund (#611)	2,236,249	22,922	-	-	-	22,370	45,292	2,281,541
SKHHP Fund (#654)	-	334,750	-	120,000	-	127,695	582,445	582,445
Cemetery Endowment Fund (#701)	1,874,409	56,978	55,400	-	-	47,258	159,636	2,034,045
Total	297,361,591	31,783,475	20,647,227	5,916,660	13,092,184	26,393,345	97,832,891	395,194,482



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6785 (Thomas)

Date:

August 28, 2020

Department:

Finance

Attachments:

[Ordinance No. 6785](#)

Budget Impact:**Administrative Recommendation:**

City Council to adopt Ordinance No. 6785.

Background Summary:

Auburn City Code provides for the imposition of tax on water, sewer, storm, garbage, cable, telephone, and electric utility revenue collected within the City of Auburn. The City levies 6% on external utilities (cable, telephone, electric power), which is the maximum allowed by RCW. There is more flexibility for City operated utilities (water, sewer, storm, and garbage) and the City currently levies 7% on those. In 2008 Auburn City Code was amended to allocate 1% of the utility tax revenue collected, to the Arterial Street Fund. The current breakdown of the utility tax rates is as follows:

Utility Tax Rates		
	General Fund	Arterial Street Fund
Water, Sewer, Storm (City)	6%	1%
Garbage (City)	6%	1%
Cable	5%	1%
Telephone Activities	5%	1%
Electric and Other Utilities	5%	1%

The impact of the COVID-19 pandemic has created a significant impact on the City's General Fund revenues and in response to these anticipated revenue shortfalls, the City has been able to balance the revenue gap in the 2020 budget through various cost saving measures, as well as revenue reallocations. A significant revenue reallocation includes transferring the 1% utility tax that is currently collected in the Arterial Street Fund, into the General Fund. This ordinance would provide the authority to use the 1% currently earmarked for Arterial Streets to the General Fund for the 2020 fiscal year only and would transfer an estimated \$1,800,000 into the General Fund. To maintain funding in the Arterial Street Fund in 2020, a 1x transfer from Real Estate Excise Tax (REET) will be made.

Reviewed by Council Committees:

Councilmember:

Staff:

Thomas

Meeting Date: September 8, 2020

Item Number: ORD.H

ORDINANCE NO. 6785

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTIONS 3.40.020, 3.41.010, 3.42.020, 3.84.040 AND 3.88.040 OF THE AUBURN CITY CODE RELATING TO THE USE OF TAXES IMPOSED ON UTILITIES

WHEREAS, the Auburn City Code (ACC), including Sections 3.40.020, 3.41.010, 3.42.020, 3.84.040 and 3.88.040 of the City Code (water, sewer, storm, garbage, cable, telephone and utility services, respectively), provides for taxes to be imposed on gross operating revenues of said identified utilities derived from operations of such utilities within the City; and

WHEREAS, City of Auburn Ordinance No. 6170, enacted in 2008, relegated the use of one percent (1%) of such taxes for support of the City's arterial street system; and

WHEREAS, in light of the current economic impacts of the COVID-19 pandemic, it is appropriate that the 1% of such tax for fiscal year 2020 that would have otherwise been earmarked for support of the City's arterial street system be, instead, transferred to the General Fund to support General Fund services for the City's fiscal year 2020.

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

Section 1. Amendment to City Code. Section 3.40.020 ACC (Water, Sewer, Storm) is amended to read as follows:

3.40.020 Levy and collection.

There is levied a tax of seven percent per year upon the total annual revenues of the water, storm drainage and sanitary sewer utility funds and on all water, storm drainage and sewer utilities, business enterprises or other entities engaged in providing such utility services within the city, which tax shall be collected from and levied upon the total revenues received by the water, storm drainage and sanitary sewer utility funds and on

the revenues derived from within the city of all water, storm drainage and sewer utilities, business enterprises or other entities engaged in providing such utility services, for the benefit of the current expense fund, or as otherwise directed by the city. The finance director is directed to collect the tax of seven percent out of the total revenues received each year in the water, storm drainage and sewer utility funds, commencing July 1, 2008, and the finance director is directed to pay over the funds so collected into the current expense fund. The increase in tax revenue generated by the additional one percent tax levied pursuant to Ordinance No. 6170 shall be relegated for use by the city in support of its arterial street system, other than as follows: The 1% tax levied January 1, 2020 – December 31, 2020, will be transferred to the General Fund to support General Fund services for the City's fiscal year 2020. It is provided, however, that if the state of Washington provides a long-term sustainable funding source to the city of Auburn arterial street fund in an amount sufficient to off-set the amount of the increases in utility tax rates of this section and the long-term funding source is sufficient to maintain the city of Auburn's arterial street system's pavement condition index (PCI) at an average of 70 PCI out of a score of 100 PCI for the foreseeable future, the water, storm drainage and sanitary sewer utility tax rate shall automatically revert to six percent per year upon the total annual revenues of the water, storm drainage and sanitary sewer utility funds. (Ord. 6170 § 1, 2008; Ord. 5699 § 1, 2002; Ord. 5280 § 1, 1999; Ord. 4178 § 2, 1986.)

Section 2. Amendment to City Code. Section 3.41.010 ACC (Garbage) is amended to read as follows:

3.41.010 Tax created.

There is created a utility tax in the amount of seven percent, to be levied on and after July 1, 2008, of the gross receipts against and upon the total annual revenues of the garbage fund, and on all solid waste utilities and upon every business enterprise or other entity engaged in handling solid waste. For the purposes hereof, "solid waste" means garbage, recyclables and yard debris. The increase in tax revenue generated by the additional one percent tax levied pursuant to Ordinance No. 6170 shall be relegated for use by the city in support of its arterial street system, other than as follows: The 1% tax levied January 1, 2020 – December 31, 2020, will be transferred to the General Fund to support General Fund services for the City's fiscal year 2020. It is provided, however, that if the state of Washington provides a long-term sustainable funding source to the city of Auburn arterial street fund in an amount sufficient to off-set the amount of the increases in utility tax rates of this chapter and the long-term funding source is sufficient to maintain the city of Auburn's arterial street system's pavement condition index (PCI) at an average of 70 PCI out of a score of 100 PCI for the foreseeable future, the garbage and solid waste utility tax rate shall automatically revert to six percent of the gross receipts against and upon the total annual revenues of the garbage fund, and on all solid waste utilities and upon every business enterprise or other entity engaged in handling solid waste. (Ord. 6170 § 2, 2008; Ord. 5700 § 1, 2002; Ord. 5671 § 1, 2002; Ord. 4393, 1989; Ord. 4179 § 2, 1986.)

Section 3. Amendment to City Code. Section 3.42.020 ACC (Cable) is amended to read as follows:

3.42.020 Levy and collection of tax.

There is levied a tax of six percent on the gross income of, and upon the total annual revenues of, cable television businesses operating within the city, which tax shall be collected from and levied upon the total receipts of such cable television business(es). For the purposes hereof, the following terms and definitions shall apply:

A. "Gross income" means the value proceeding or accruing from the sale of any tangible property or service, and receipts (including all sums earned or charged, whether received or not), by reason of the investment of capital in the business engaged in, including rentals, royalties, fees, or other emoluments, however designated (excluding receipts or proceeds from the use or sale of real property or any interest therein, and proceeds from the sale of notes, bonds, mortgages, or other evidences of indebtedness, or stocks and the like) and without any deduction on account of the cost of the property sold, the cost of materials used, labor costs, interest or discount paid, or any expense whatsoever, and without any deduction on account of losses, including the amount of credit losses actually sustained by the taxpayer whose regular books or accounts are kept upon an accrual basis.

B. "Cable television business" means:

1. A system providing service pursuant to a franchise issued by the city under the Cable Communications Policy Act of 1984 Public Law No. 98-549, 47 U.S.C. Section 521, as it may be amended or superseded; or

2. Any system that competes directly with such franchised system by employing antennas, microwaves, wires, wave guides, coaxial cables, or other conductors, equipment or facilities designed, construed or used for the purpose of:

a. Collecting and amplifying local and distant broadcast television signals and distributing and transmitting them;

b. Transmitting original cable-cast programming not received through television broadcast signals; or

c. Transmitting television pictures, film and videotape programs not received through broadcast television signals, whether or not encoded or processed to permit reception by only selected receivers; provided, however, that "cable television service" shall not include entities that are subject to charges as "commercial TV stations" under 47 U.S.C. Section 158, as it may be amended or superseded.

C. The tax revenue generated by one percent levied pursuant to Ordinance No. 6170 shall be relegated for use by the city in support of its arterial street system, other than as follows: The 1% tax levied January 1, 2020 – December 31, 2020, will be transferred to the General Fund to support General Fund services for the City's fiscal year 2020. The tax revenue generated by the remaining five percent levied pursuant to Ordinance No. 6620 shall be relegated for use by the city in support of its police, public safety and criminal justice system. (Ord. 6620 § 2, 2016; Ord. 6170 § 5, 2008.)

Section 4. Amendment to City Code. Section 3.84.040 ACC (Telephone) is amended to read as follows:

3.84.040 Tax – Imposed.

On and after July 1, 2008, there is levied upon and there shall be collected from every person, firm or corporation engaged in carrying on the following business for hire or for sale of a commodity or a service within or partly within the corporate limits of the city, a tax for the privilege of so doing business as defined in ACC 3.84.010. Upon any telephone business there shall be levied a tax equal to six percent of the total gross operating revenues, including revenues from intrastate tolls derived from the operation of such business within the city. Gross operating revenues for this purpose shall not include charges which are passed on to the subscribers by a telephone company pursuant to tariffs required by regulatory order to compensate for the cost to the company of the tax imposed by this chapter. The increase in tax revenue generated by the additional one percent tax levied pursuant to Ordinance No. 6170 shall be relegated for use by the city in support of its arterial street system, other than as follows: The 1% tax levied January 1, 2020 – December 31, 2020, will be transferred to the General Fund to support General Fund services for the City's fiscal year 2020. It is provided, however, that if the state of Washington provides a long-term sustainable funding source to the city of Auburn arterial street fund in an amount sufficient to off-set the amount of the increases in utility tax rates of this chapter and the long-term funding source is sufficient to maintain the city of Auburn's arterial street system's pavement condition index (PCI) at an average of 70 PCI out of a score of 100 PCI for the foreseeable future, the telephone utility tax rate shall automatically revert to five percent of the total gross operating revenues on telephone businesses, including revenues from intrastate tolls derived from the operation of such business within the city. (Ord. 6170 § 3, 2008; Ord. 5797 § 1, 2003; Ord. 5673 § 2, 2002; Ord. 4185 § 2, 1986. Formerly 5.82.040.)

Section 5. Amendment to City Code. Section 3.88.040 ACC (Utility Services) is amended to read as follows:

3.88.040 Tax – Levy.

On and after July 1, 2008, there is levied upon and there shall be collected from every person, firm or corporation engaged in carrying on an electric power business, natural gas business and/or artificial gas business for hire within or partly within the city limits an annual tax for the privilege of so doing, such tax to be equal to six percent of the total gross revenues received from the operation of such businesses within the city limits. The increase in tax revenue generated by the additional one percent tax levied pursuant to Ordinance No. 6170 shall be relegated for use by the city in support of its arterial street system, other than as follows: The 1% tax levied January 1, 2020 – December 31, 2020, will be transferred to the General Fund to support General Fund services for the City's fiscal year 2020. It is provided, however, that if the state of Washington provides a long-term sustainable funding source of to the city of Auburn arterial street fund in an amount sufficient to off-set the amount of the increases in utility tax rates of this chapter and the

long-term funding source is sufficient to maintain the city of Auburn's arterial street system's pavement condition index (PCI) at an average of 70 PCI out of a score of 100 PCI for the foreseeable future, the electric power, natural gas business and artificial gas business utility tax rate shall automatically revert to five percent of the total gross revenues received from the operation of such businesses within the city limits. (Ord. 6170 § 4, 2008; Ord. 5797 § 2, 2003; Ord. 5673 § 3, 2002; Ord. 4180 § 1, 1986; Ord. 3827 § 1, 1982; Ord. 3679 § 1, 1981; 1957 code § 5.42.030. Formerly 5.88.040.)

Section 6. Implementation. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 7. Severability. The provisions of this Ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Ordinance, or the invalidity of the application of it to any person or circumstance, will not affect the validity of the remainder of this Ordinance, or the validity of its application to other persons or circumstances.

Section 8. Effective date. This Ordinance will take effect and be in force five days from and after its passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

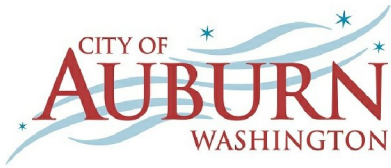
ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6786 (Tate)

Department:

Community Development

Attachments:

[Ordinance No. 6786](#)

Date:

September 1, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6786.

Background Summary:

A Just Cause Eviction Ordinance (JCEO) protects tenants from being forced to leave their rental home without reasonable justification. Washington state law prohibits unfair, retaliatory evictions, a critical tenant protection (RCW 59.18.240; RCW 59.18.250). However, locally enforced JCEOs clearly enumerate the grounds on which landlords can end a tenancy. Any evictions or terminations of tenancy outside those specified by the ordinance are considered illegal once the JCEO is in effect. Staff first presented the Just Cause Eviction Ordinance (JCEO) to City Council under Ordinance 6780 at the July 13, 2020 study session meeting. Ordinance 6780 was scheduled for action by Council at their July 20, 2020 regular meeting. Council opted to adopt Ordinance 6780, but only the provision that is currently codified in Chapter 5.24 of the Auburn City Code and to remove the JCEO provision for additional Council consideration at a future study session. This decision also allowed City staff to review public comments that had been received and to determine the appropriateness of including suggested amendments in the staff recommendation. On August 24, 2020 City staff presented an updated version of the JCEO. The updated version is under Ordinance 6786 and the JCEO provisions are now proposed as new Chapter 5.23 of the Auburn City Code. During the August 24th Study Session staff provided a version of Ordinance 6786 that identified strikethrough underline changes that were intended to show proposed modifications to the JCEO. Suggested edits were based on comments received from the King County Bar Association, the King County Housing Authority, the Rental Housing Association, and the Multifamily Housing Association. At the August 24th Study Session, City Council agreed to move Ordinance 6786 forward to its September 8, 2020 regular City Council meeting for action.

Reviewed by Council Committees:

Councilmember: Trout-Manuel

Meeting Date: September 8, 2020

Staff:

Item Number:

Tate

ORD.I

ORDINANCE NO. 6 7 8 6

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, CREATING A NEW CHAPTER
5.23 OF THE CITY CODE REGARDING A CITY OF AUBURN
RENTAL HOUSING POLICY**

WHEREAS, earlier this year, the World Health Organization has announced novel coronavirus (COVID-19) is officially a global pandemic; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency because of COVID-19; and

WHEREAS, the Washington Governor also declared a State of Emergency due to new cases of COVID-19; and

WHEREAS, on March 5, 2020, the Mayor proclaimed a local emergency due to growing public health impacts of COVID-19, which the Auburn City Council ratified by Resolution No. 5504; and

WHEREAS, in addition to the COVID-19 challenges that can affect payment of residential rent, it is appropriate to establish regulations supporting the issues of increasing housing security and enforcement mechanisms as they relate to rental housing within the City limits of Auburn; and

WHEREAS, it is the City's intent to continue its commitment to maintain vibrant and diverse neighborhoods within Auburn, while balancing the needs of landlord and tenants.

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

Section 1. New Chapter 5.23 to City Code. A new Chapter 5.23 of the Auburn

City Code is hereby created to read as follows:

Chapter 5.23
Rental Housing Policy

Sections:

- 5.23.010 Purpose and Intent.
- 5.23.020 Definitions.
- 5.23.030 Distribution of information required.
- 5.23.040 Deposit requirements, notice of rent increase requirements, and installment payments permitted.
- 5.23.050 Notice requirement generally-reasonable accommodation request.
- 5.23.060 Notice of proposed sale of low-income housing.
- 5.23.070 Just Cause Eviction
- 5.23.080 Compliance and enforcement.

5.23.010 Purpose and Intent.

The purpose of this chapter is to establish regulations supporting the topic of increasing housing security, and to establish standards and enforcement mechanisms as they relate to rental housing within the City limits of Auburn. It is the City's intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within Auburn. The regulations contained in this chapter balance the needs of the landlord, tenant, and the City while creating a partnership to ensure safe, healthy, and thriving rental housing in Auburn. The City recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Auburn residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that it is equitably undertaken. This chapter strives to ensure housing security for current and future residents, and addresses potential retaliation against tenants who make complaints about housing conditions.

5.23.020 Definitions. Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter:

- A. "Assisted housing development" means a multifamily rental housing development that both receives government assistance and is defined as federally assisted housing in RCW 59.28.020, or that receives other federal, state, or local government assistance and is subject to use restrictions.
- B. "Days" means calendar days unless otherwise provided.
- D. "Director" means the Director of the City of Auburn Department of Community Development, or the Director's designee.
- E. "Dwelling unit" means a structure or part of a structure used as a home, residence, or sleeping place by one, two, or more persons maintaining a

common household, including, but not limited to, single-family residences and multiplexes, apartment buildings, and mobile homes.

E. "Immediate family member" includes the spouse or domestic partner, dependent children, and other dependent relatives.

F. "Landlord" means a landlord as defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 of the Residential Landlord Tenant Act of 1973 ("RLTA") in effect at the time the rental agreement is executed. As of the effective day of this ordinance, the RLTA defines "landlord" as "the owner, lessor, or sub-lessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sub-lessor including, but not limited to, an agent, a resident manager, or a designated property manager."

G. "Non-refundable move-in fees" means non-refundable payment paid by a tenant to a landlord to cover administrative, pet, or damage fees, or to pay for cleaning of the dwelling unit upon termination of the tenancy, but does not include payment of a holding fee authorized by RCW 59.18.253(2).

H. "Owner" means "Owner" means the owner of record as shown on the last King County tax assessment roll or such owner's authorized agent.

1. "Rent" or "rental amount" means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys' fees. PROVIDED, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant's obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.

J. "Rental agreement" means all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit."

K. "Security deposit" means a refundable payment or deposit of money, however designated, the primary function of which is to secure performance of a rental agreement or any part of a rental agreement. "Security deposit" does not include a fee.

L. "Substantial rehabilitation" means extensive structural repair or extensive remodeling and requires a building, electrical, plumbing, or mechanical permit for the tenant's dwelling unit at issue. Any "substantial rehabilitation" as provided herein requires displacement of a tenant.

M. "Tenant" means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement.

5.23.030 Distribution of information required.

A. Distribution of resources by landlord.

1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental

criteria and, once created by the City, with a City of Auburn informational website address designated by the City for the purpose of providing information about the property and its landlord, which may include, but is not limited to, local code enforcement information relating to properties within City limits, and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.

2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the property and landlord information that can be found on the website identified above.

B. Distribution of information packets by landlord.

1. The Director shall prepare and update as necessary, summaries of this chapter, the Auburn Building and Property Maintenance Code (ACC 15.20), state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.

2. A landlord shall provide a copy of the summaries prepared by the Director to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.

3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.

4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the City, distribute current copies of the summaries to existing tenants.

5. The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City, and may do so in electronic form unless a tenant otherwise requests written summaries.

6. The packet prepared by the Director includes informational documents only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the Director liable for any misstatement or misinterpretation of the applicable laws.

C. Notice of resources. A landlord is required to provide a copy of resource summary, prepared by the City, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030.

5.23.040 Deposit requirements, notice of rent increase requirements and installment payments permitted.

A. A landlord may not increase the rent or charge any non-rent charges except in accordance with this section, unless such increase or charge has been agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement:

1. A landlord may not increase the rent of a tenant by more than five percent (5%) of the rent unless the landlord has provided the tenant with notice of the rent increase at least one hundred twenty (120) days before such increase shall take effect. Any rental increase of five percent (5%) or less may be served in accordance with state or other applicable law.

(a) Pursuant to RCW 58.19.140, if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of thirty days' prior written notice of an increase in the amount of rent to each affected tenant. An increase in the amount of rent may become effective upon completion of the term of the rental agreement or sooner upon mutual consent.

(b) Any notice of a rent increase shall be served in accordance with RCW 59.12.040.

2. Any amount paid to the landlord by the tenant at the commencement of the tenancy charged for the purpose of procuring and obtaining a dwelling unit, including the deposit or as security for performance of the tenant's obligations in a lease or rental agreement, must not exceed the allowable monthly rent as permitted by this chapter; Any landlord under this section must offer to the tenant prior to entering into the rental agreement the opportunity to pay amounts as deposit or security for performance over six months upon moving into the unit. However, additional security deposits may be added for tenants that have pets provided that those deposits are reasonable and do not embed other types of deposits or fees.

3. Any fees for late payment of rent shall not exceed ten dollars (\$10.00) per month. No other fees may be charged for late payment of rent, including for the service of any notice required under state law, or any legal costs, including court costs and attorney's fees, unless such fee is agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement.

4. No other fees may be charged in connection with the lease or rental agreement unless such fee is agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement, Provided that the landlord may recoup from the tenant actual costs incurred by the landlord and caused by or attributable to the tenant if consistent with written the lease or rental agreement.

B. Installment payments, generally. Upon a tenant's written request, tenants may pay security deposits, non-refundable move-in fees, and/or last

month's rent in installments as provided herein; except that the tenant cannot elect to pay the security deposit and non-refundable move-in fees in installments if (1) the total amount of the security deposit and nonrefundable move-in fees does not exceed 25 percent of the first full month's rent for the tenant's dwelling unit; and (2) payment of last month's rent is not required at the inception of the tenancy. Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties.

B. Fixed-term tenancies for three months or longer. For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, non-refundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy.

C. Month-to-month or two-month tenancy. For any rental agreement term that establishes a tenancy from month-to-month or two months, the tenant may elect to pay the security deposit, non-refundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month or period of the tenancy.

D. A tenant's failure to pay a security deposit, non-refundable move-in fees, and last month's rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a fourteen-day notice pursuant to RCW 59.12.030(4), and shall mean that the entire amount of any outstanding payments shall become due when the next rent payment is due, unless otherwise agreed to in writing by the landlord and tenant.

E. Paying in installments does not apply to a landlord obtaining a tenant screening report, which report cost paid by the tenant shall be limited to the standard and actual cost of the tenant screening report.

F. No security deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy. The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement.

G. A landlord must place any required security deposit in a trust account and provide a written receipt and notice of the name, address, and location of the depository and any subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.

H. Nothing in this Chapter 5.23 prohibits a landlord from bringing an action against a tenant to recover sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by chapter 59.18 RCW.

5.23.050 Notice requirement generally - reasonable accommodation request.

A landlord shall review and comply with all reasonable accommodation requests received from a tenant related to the service of any notice required by this chapter.

5.23.060 Notice of proposed sale of low-income housing.

A. Owners of a multifamily rental housing building having five or more housing units, any one of which rents for an amount that is affordable to households at or below 80 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development, shall notify the Director of the owner's intent to sell the building. The notice shall be in writing and include the owner's name, phone number, and the address of the rental housing building that will be listed for sale. The notice shall be mailed no later than 60 days prior to the building being listed with any real estate service or advertised for sale either in a printed newspaper or website. For the purposes of this subsection, a building is "listed" when an owner has signed a listing agreement with a real estate agent. Owners of multifamily buildings having five or more housing units who are otherwise required by law or agreement to notify the Director of the owner's intent to sell or transfer the building and who have provided such notice are exempt from the notice requirement of this subsection. The following exceptions apply:

1. Properties that are transferred to family members, transferred through will, or that are not listed for sale; or
2. Properties where 20% or fewer of the units are studio apartments and that is what is triggering the notice provisions of this section.

5.23.070 Just Cause Eviction

A. Pursuant to provisions of the Washington State Residential Landlord-Tenant Act (RCW 59.18.290), owners may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380). Owners of housing units shall not evict or attempt to evict any tenant, refuse to renew or continue a tenancy after expiration of the rental agreement, or otherwise terminate or attempt to terminate the tenancy of any tenant unless the owner can prove in court that just cause exists. Owners may not evict residential tenants from rental housing units if the units are not licensed with the City of Auburn as required by ACC Chapter 5.62, regardless of whether just cause for eviction may exist. An owner is in compliance with licensing requirement if the rental housing unit is

licensed with the City of Auburn pursuant to ACC Chapter 5.62 before entry of a court order authorizing eviction or before a writ of restitution is granted. A court may grant a continuance in an eviction action in order to give the owner time to license the rental housing unit. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this Section ACC 5.23.070:

1. The tenant fails to comply with a fourteen-day notice to pay rent or vacate pursuant to RCW 59.12.030(3); a ten day notice to comply or vacate pursuant to RCW 59.12.030(4); or a three day notice to vacate for waste, nuisance (including a drug-related activity nuisance pursuant to chapter RCW 7.43), or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5);

2. The tenant habitually fails to pay rent when due which causes the owner to notify the tenant in writing of late rent four or more times in a 12-month period;

3. The tenant fails to comply with a ten-day notice to comply or vacate that requires compliance with a material term of the rental agreement or that requires compliance with a material obligation under chapter 59.18.130 RCW;

4. The tenant habitually fails to comply with the material terms of the rental agreement which causes the owner to serve a ten-day notice to comply or vacate three or more times in a 12-month period;

5. The owner seeks possession so that the owner or a member of his or her immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building, and the owner has given the tenant at least 90 days' advance written notice of the date the tenant's possession is to end. The Director may reduce the time required to give notice to no less than 60 days if the Director determines that delaying occupancy will result in a personal hardship to the owner or to the owner's immediate family. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. There is a rebuttable presumption of a violation of this subsection 5.23.070(A)(5) if the owner or a member of the owner's immediate family fails to occupy the unit as that person's principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice of termination or eviction using this subparagraph as the cause for eviction;

6. The owner elects to sell a dwelling unit subject to the provisions of this Chapter and gives the tenant at least 90 days' written notice prior to the date set for vacating, which date shall coincide with the end of the term of a rental agreement, or if the agreement is month to month, with the last day of a monthly period. The Director may reduce the time required to give notice to no less than 60 days if the Director determines that providing 90 days' notice will result in a personal hardship to the owner. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the purposes of this subsection, an owner "elects to sell" when the owner makes reasonable attempts to sell the dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale at a reasonable price with a realty agency or advertising it for sale at a reasonable price in a newspaper of

general circulation. There shall be a rebuttable presumption that the owner did not intend to sell the unit if:

(a) Within 30 days after the tenant has vacated, the owner does not list the single-family dwelling unit for sale at a reasonable price with a realty agency or advertise it for sale at a reasonable price in a newspaper of general circulation, or

(b) Within 90 days after the date the tenant vacated or the date the property was listed for sale, whichever is later, the owner withdraws the rental unit from the market, rents the unit to someone other than the former tenant, or otherwise indicates that the owner does not intend to sell the unit;

7. The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated;

8. The owner seeks to do substantial rehabilitation in the building and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain at least one permit necessary for the rehabilitation before terminating the tenancy;

9. The owner elects to demolish the building, convert it to a cooperative, or convert it to a nonresidential use and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain a permit necessary to demolish or change the use before terminating any tenancy or converts the building to a condominium;

10. The owner seeks to discontinue use of a housing unit unauthorized by ACC 18 after receipt of a notice of violation;

11. The owner seeks to reduce the number of individuals residing in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling unit as required by ACC Titles 15 and 18, and

(a)(1) The number of such individuals was more than is lawful under the current version of ACC Title 15 or Title 18; and

(2) That number has not increased with the knowledge or consent of the owner; and

(3) The owner is either unwilling or unable to obtain a permit to allow the unit with that number of residents and

(b) The owner has served the tenants with a 30-day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit; and

(c) After expiration of the 30-day notice, the owner has served the tenants with and the tenants have failed to comply with a ten-day notice to comply with the limit on the number of occupants or vacate, and

(d) If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided that, the owner may either terminate no more than the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the owner's option, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit;

12. An emergency order requiring that the housing unit be vacated and closed has been issued pursuant to ACC 15 and the emergency conditions identified in the order have not been corrected;

13. The owner seeks to discontinue sharing with a tenant of the owner's own housing unit, *i.e.*, the unit in which the owner resides, seeks to terminate the tenancy of a tenant of an accessory dwelling unit that is accessory to the housing unit in which the owner resides, or seeks to terminate the tenancy of a tenant in a single-family dwelling unit and the owner resides in an accessory dwelling unit on the same lot. This subsection does not apply if the owner has received a notice of violation of the development standards of ACC Title 19;

14. A tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises, and the owner has specified in the notice of termination the crime alleged to have been committed and the general facts supporting the allegation, and has assured that the Department has recorded receipt of a copy of the notice of termination. For purposes of this subsection a person has "engaged in criminal activity" if he or she:

a. Engages in drug-related activity that would constitute a violation of chapters 69.41, 69.50, or 69.52 RCW, or

b. Engages in activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of other tenants or the owner.

B. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this Subsection 5.23.070 shall be deemed void and of no lawful force or effect.

C. With any termination notices required by law, owners terminating or refusing to renew or continue a tenancy protected by this section shall advise the affected tenant or tenants in writing of the reasons for the termination and the facts in support of those reasons;

D. If a tenant who has received a notice of termination or nonrenewal of tenancy claiming subsection 5.23.070(A)(5), 5.23.070(A)(6) or 5.23.070(A)(13) as the ground for termination believes that the owner does not intend to carry out the stated reason for eviction and makes a complaint to the Director, then the owner must, within ten days of being notified by the Director of the complaint, complete and file with the Director a certification stating the owner's intent to carry out the stated reason for the eviction. The failure of the owner to complete and file such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction action based on this ground.

E. In any action commenced to evict, refuse to renew or continue a tenancy after expiration of the rental agreement, or to otherwise terminate the tenancy of any tenant, it shall be a defense to the action that there was no just cause for such eviction or termination as provided in this section.

F. It shall be a violation of this section for any owner to evict or attempt to evict any tenant, refuse to renew or continue a tenancy after expiration of the rental agreement, or otherwise terminate or attempt to terminate the tenancy of

any tenant using a notice which references subsections 5.23.070(A)(5), 5.23.070(A)(6), 5.23.070(A)(8), 5.23.070(A)(11), 5.23.070(A)(12) or 5.23.070(A)(13) as grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy.

G. An owner who evicts or attempts to evict a tenant, refuses to renew or continue a tenancy after expiration of the rental agreement, or who terminates or attempts to terminate the tenancy of a tenant using a notice which references subsections 5.23.070(A)(5), 5.23.070(A)(6) 5.23.070 (A)(8) as the ground for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy shall be liable to such tenant in a private right for action for damages up to \$2,000, costs of suit, or arbitration and reasonable attorney's fees.

5.23.080 Compliance and enforcement.

A. Powers and duties of the Director.

1. The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter.

2. The Director shall attempt to settle by agreement any alleged violation or failures to comply with the provisions of this chapter; provided that nothing herein shall create a right or entitlement of a landlord to settlement by agreement.

3. The Director is authorized to request records from landlord and the landlord shall allow the Director access to such records, as well as a complete roster of tenants' names and contact information, when requested, with at least five business days' notice and at a mutually agreeable time, to investigate potential violations of the requirements of this chapter.

B. Violation.

1. If a violation of this chapter occurs, the Director shall utilize the procedures outlined in Chapter 5.15 ACC.

2. The Director may waive or reduce the penalty if the landlord comes into compliance within ten days of the Notice of Violation or shows that its failure to comply was due to reasonable cause and not willful neglect. If the Director finds a willful violation of this chapter, which resulted in a Notice of Violation outlined above, the Director may issue a Penalty that shall be \$1,000.

3. Any civil penalties paid by the landlord shall be kept by the City and may be utilized to help offset payments that are due by the tenant.

4. Any tenant claiming injury from any violation of this chapter shall be entitled to bring an action in King County Superior Court or in any other court of competent jurisdiction to enforce the provisions of this chapter, and shall be entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including declaratory or injunctive relief. A tenant who prevails in any action to enforce this chapter shall be awarded his or her costs, reasonable attorneys' fees, and expenses.

a. A landlord who violates this chapter shall be liable for penalties of up to two times the monthly rent of the dwelling unit at issue.

b. Failure of a landlord to comply with any of the provisions of this chapter shall provide the tenant with a defense in any legal action brought by the landlord to recover possession of the dwelling unit.

D. Administrative Review by the Director

1. General. A person to whom a Notice of Violation or penalty is assessed may request an administrative review of the Notice of Violation or penalty.

2. How to request administrative review. A person may request an administrative review of the Notice of Violation or penalty by filing a written request with the Director within ten-days from the date the Notice of Violation or penalty was issued. The request shall state, in writing, the reasons the Director should review the Notice of Violation or penalty. Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt of the request for administrative review, the Director shall review the information provided. The City has the burden to prove a violation exists by a preponderance of the evidence.

3. Decision of Director. After considering all of the information provided, the Director shall determine whether a violation has occurred and shall affirm, vacate, suspend, or modify the Notice of Violation or penalty. The Director's decision shall be delivered, in writing, to the person to whom the notice of violation was issued by personal delivery or first-class mail.

E. Appeals to the Hearing Examiner of Director's Decision. Appeal of the Director's decision shall be made within ten days from the date of the Director's decision by filing a written notice of appeal, clearly stating the grounds that the appeal is based upon, with the Hearing Examiner, which appeal shall be governed by ACC Chapters 2.46 and 5.15.

Section 2. Implementation. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation. With respect to the informational requirements established in ACC 5.23.030, City staff will develop the materials and webpage prior to the October 16, 2020 implementation date. The City encourages and welcomes the public to provide examples from other sources. Examples must be provided by September 18, 2020.

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

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

Section 4. **Effective date.** This Ordinance will take effect five days from and after its passage, approval, and publication as provided by law and shall have an implementation date that begins on October 16, 2020.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

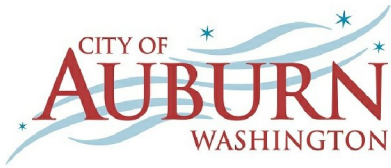
ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6787 (Comeau)

Date:

September 2, 2020

Department:

City Attorney

Attachments:

[ORD 6787](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6787.

Background Summary:

ACC 10.36.360 and ACC 10.40.010 relate to vehicle impounds and towing. When City police impound a vehicle for towing, the towing company charges towing and storage costs to the owner. As currently written, both ACC sections contain language requiring the vehicle owner to pay these costs to the towing company before redeeming their vehicle.

Recently, Washington's Court of Appeals decided *City of Seattle v. Long*. In essence, that case holds that towing companies cannot withhold vehicle redemption for payment of towing and storage fees if the vehicle owner uses the vehicle as a residence. Because our ACC sections require payment of these charges before vehicle redemption in all cases without exception, they conflict with the *Long* opinion.

The proposed amendment would change the ACC language to require payment of towing and storage fees before vehicle redemption "unless otherwise provided by law." Adding this new phrase to the ACC sections enables exceptions to towing and storage fee payment before redemption, bringing our code into compliance with *Long*.

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

Comeau

Meeting Date: September 8, 2020

Item Number:

ORD.J

ORDINANCE NO. 6787

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTIONS 10.36.360 AND 10.40.010 OF THE AUBURN CITY CODE RELATING TO VEHICLE IMPOUNDS

WHEREAS, Auburn City Code (ACC) sections 10.36.360 and 10.40.010 provide for City impoundment of vehicles parked in violation of those code sections; and

WHEREAS, these ACC sections require payment of vehicle impound and related charges before release of an impounded vehicle to its owner or operator; and

WHEREAS, in City of Seattle v. Long, No. 78230-4-I (Wash. Ct. App. May 4, 2020), the Washington Court of Appeals ruled that impounded vehicles may not be withheld for payment of such charges in violation of Washington's Homestead Act (RCW 6.13); and

WHEREAS, it is necessary to revise these ACC sections to ensure their consistency with the Long court decision.

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

Section 1. Amendment to City Code. Section 10.40.010 of the Auburn City Code is amended to read as follows:

10.36.360 – Penalty

Any vehicle parked in violation of ACC 10.36.190 through 10.36.520 may be impounded by the chief of police or designee, and the cost of such impounding shall be paid by the owner or operator of such vehicle. Unless otherwise provided by law, such cost shall be paid before the vehicle same is released. Any motor vehicle owner or operator who violates any of the terms of ACC 10.36.250 through 10.36.350, except ACC 10.36.205 and 10.36.265, has committed an infraction and shall pay a fine of \$30.00 within 15 days from the date of issuance of such notice, or in the sum of \$40.00 if paid after the fifteenth day from the issuance of such notice. ~~Fines shall be paid directly to the Auburn municipal court.~~

Section 2. Amendment to City Code. Section 10.40.010 of the Auburn City

Code is amended to read as follows:

10.40.010 – Parking during certain hours prohibited – Penalties for violation.

Any vehicle parked in violation of ACC 10.36.190 through 10.36.520 may be impounded by the chief of police or designee, and the cost of such impounding shall be paid by the owner or operator of such vehicle. Unless otherwise provided by law, such cost shall be paid before the vehicle same is released. Any motor vehicle owner or operator who violates any of the terms of ACC 10.36.250 through 10.36.350, except ACC 10.36.205 and 10.36.265, has committed an infraction and shall pay a fine of \$30.00 within 15 days from the date of issuance of such notice, or in the sum of \$40.00 if paid after the fifteenth day from the issuance of such notice. ~~Fines shall be paid directly to the Auburn municipal court.~~

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

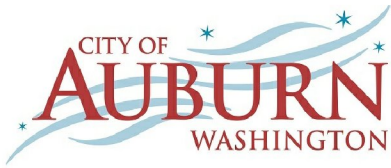
ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6788 (Thomas)

Date:

August 28, 2020

Department:

Finance

Attachments:

[Ordinance No. 6788](#)

Budget Impact:**Administrative Recommendation:**

City Council to adopt Ordinance No. 6788.

Background Summary:

This ordinance extends the provisions of Ordinance No. 6777, adopted by Council on June 15, 2020. Ordinance No. 6777 extended the temporary waiver of late fees for utility accounts and airport fees set forth in Ordinance No. 6767, to August 31, 2020. Ordinance No. 6767, adopted by Council on March 23, 2020, temporarily superseded sections of the Auburn Municipal Code which requires water shut offs for delinquent utility accounts and late fees assessed on delinquent water, sewer, and airport consumption/usage. These sections will be waived until the earlier of: (a) termination of the civil emergency proclaimed by the Mayor on March 5, 2020; or (b) ~~June 30, 2020~~ August 31, 2020.

On July 31, 2020, Governor Jay Inslee issued proclamation 20-23.7, extending the prohibition on residential utility shut offs through October 15, 2020. This ordinance extends the waiver of the Auburn Municipal Code, as it relates to water shut offs for delinquent utility accounts and late fees assessed through October 15, 2020, to coincide with the Governor's proclamation.

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

Thomas

Meeting Date: September 8, 2020

Item Number:

ORD.K

ORDINANCE NO. 6788

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING ORDINANCE NO. 6777, EXTENDING THE TEMPORARY WAIVER OF LATE FEES FOR UTILITY ACCOUNTS AND AIRPORT FEES, SUPERSEDING CERTAIN SECTIONS OF AUBURN CITY CODE REQUIRING PAYMENT OF SUCH LATE FEES AS SET FORTH IN ACC 12.56.045; 13.06.300; 13.06.511; 13.20.390; AND 13.48.120, IN LIGHT OF A DECLARED PUBLIC HEALTH EMERGENCY RELATED TO COVID- 19

WHEREAS, the World Health Organization has announced novel coronavirus COVID-19) is officially a global pandemic; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency because of COVID- 19; and

WHEREAS, the Washington Governor declared a State of Emergency due to new cases of COVID-19; and

WHEREAS, on March 5, 2020, the Mayor proclaimed a local emergency due to growing public health impacts of COVID-19, which the Auburn City Council ratified by Resolution No. 5504; and

WHEREAS, the COVID-19 outbreak presents an extreme risk of person-to- person transmission of the virus and public health experts worldwide advise the best way to prevent transmission of the virus is to prevent infected people from coming in close contact with healthy persons; and

WHEREAS, following recommended public health best practices, including social

distancing, which is critical to mitigate the spread of COVID-19, is also having significant negative economic effects on the national, regional, and local economy, in particular small businesses and workers in the Auburn-area who cannot work remotely and may not receive full wages during this time; and

WHEREAS, utility bills combined with the public health emergency for COVID-19 will inherently have a disproportionate negative impact on low-wage workers, individuals on fixed incomes, non- profit organizations and small businesses, inhibiting their ability to pay utility bills before the due date; and

WHEREAS, temporarily waiving the charging of late fees on delinquent bill balances as soon as possible, for utility bills and airport fees, is necessary both to help ease the negative impact on low-wage workers, individuals on fixed incomes, non-profit organizations and small businesses and to reduce the frequency of in-person bill payment during the emergency; and

WHEREAS, the Auburn City Code ("ACC") includes several provisions requiring late fees on delinquent utility consumption and utilization charges; and

WHEREAS, the ACC and the adopted City of Auburn Fee Schedule includes provisions requiring late fees on delinquent airport payments; and

WHEREAS, as part of its continued efforts to respond to the emergency and provide assistance to its customers, the City has determined it is appropriate to temporarily waive imposition or collection of late fees and penalties assessed against users of the City's utility systems and municipal airport; and

WHEREAS, in order to provide for a waiver of late fees, on March 23, 2020, the City Council adopted Auburn Ordinance No. 6767; and

WHEREAS, in order to address the purposes for which the late fees were to be waived, it is appropriate to extend the waiver of late fees, consistent with the Governor's Proclamation(s); and

WHEREAS, per Ordinance No. 6767, the initial date on which the waiver of late fees was set expire was June 30, 2020; and

WHEREAS, in accordance with the provisions of subsequent Washington State Gubernatorial Proclamations, Auburn's Ordinance No. 6777, adopted on June 15, 2020, extended the waiver of late fees through August 31, 2020; and

WHEREAS, the recently enacted Governor's Proclamation 20-23.7 extended the waiver of late fees and shutoff to October 15, 2020; and

WHEREAS, it is appropriate for the City of Auburn to similarly extend its waiver of late fees.

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

The provisions of Ordinance No. 6777 are amended as follows:

Section 1. Late Fees Waived. The imposition and collection of late fees assessed against users of the City of Auburn's utility systems and municipal airport are waived until the earlier of: a) termination of the civil emergency proclaimed by the Mayor on March 5, 2020; or (b) ~~August 31, 2020~~ October 15, 2020.

Section 2. Affected City Code Sections. To the extent the following sections or subsections of the ACC that authorize or require the collection of late fees and penalties on delinquent utility customer consumption, utilization charges, or airport fees, are inconsistent with Section 1 of this Ordinance, those sections are superseded and waived during the time period stated in Section 1:

ACC 12.46.045 (Airport tiedown, Hangar, and Storage Rental Fees)

ACC 13.06.290 (Water-Service Charges- Nonpayment Action)

ACC 13.06.300 (Water-Service Charges-Payment and Delinquency)

ACC 13.06.511 (Fees, Service Charges, Fines, Penalties and Damage)

ACC 13.20.390 (Sewage Conveyance and Disposal Service Charge-Payment Dates-Payment Delinquency)

ACC 13.48.120 (Sewers- Billing and Collection)

City of Auburn Fee Schedule (B)(9) (Engineering and Public Works Fees, Other Utility Fees)-Delinquent shut off, late charge, delinquent meter pull; (D)(1) (Auburn Municipal Airport Fees, Lease Fees)-Late payments and delinquency fee.

Section 3. Late Fee Waivers. The Mayor is authorized to waive late fees both in the code and set forth in the City of Auburn Fee Schedule consistent with ACC 2.03.030.

Section 4. Implementation. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 5. Severability. The provisions of this Ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Ordinance, or the invalidity of the application of it to any person or circumstance, will not affect the validity of the remainder of this ordinance, or the validity

of its application to other persons or circumstances.

Section 6. **Effective date.** This Ordinance will take effect and be in force five days from and after its passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

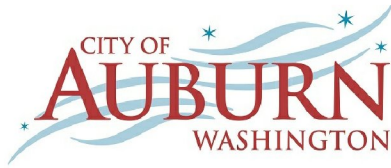
ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5543 (Comeau)

Date:

September 1, 2020

Department:

City Attorney

Attachments:

[RES 5543](#)

[Exhibit A](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5543.

Background Summary:

Resolution 5543 proposes modifications to the City Council Rules of Procedure as part of the annual review. The proposed revisions for the City Council's consideration include the following highlights:

- Notification process if unable to attend City Council or Study Session meetings;
- Clarification of a motion to table versus a motion to postpone;
- Nomination process for Deputy Mayor; and
- Removal of references to the Council matrix.

The Deputy Mayor, in consultation with the City Attorney's Office, prepared the revised Rules for adoption under Resolution 5543.

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

Comeau

Meeting Date: September 8, 2020

Item Number:

RES.A

RESOLUTION NO. 5543

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AMENDING THE CITY COUNCIL
RULES OF PROCEDURE

WHEREAS, the City Council adopted its Rules of Procedure on February 4, 2004, per Ordinance No. 5802, which provided that future amendments would be made by resolution; and

WHEREAS, the City Council has decided to amend its rules.

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

Section 1. The Rules of Procedure of the City Council, most recently revised on November 4, 2019, per Resolution No. 5469, are amended to read in substantially the same form as the Rules attached hereto as Exhibit A.

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

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

RULES OF PROCEDURE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON

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RULES OF PROCEDURE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON

SECTION 1 AUTHORITY

The Auburn City Council establishes the following rules for the conduct of Council meetings, proceedings and business. These rules shall be in effect on adoption by resolution of Council and until they are amended or new rules are adopted. The Deputy Mayor will coordinate a review of these rules at least once every calendar year.

SECTION 2 COUNCIL MEETINGS

All meetings of the City Council shall be open to the public and all persons shall be permitted to attend any meeting of this body, except as provided in RCW Chapter 42.30. The City Clerk¹ is responsible for preparing agendas for all City Council meetings.²

The City Clerk is responsible for preparing action minutes of all of the Council meetings, that contain an account of all official actions of the Council. Council meetings shall be electronically recorded and retained for the period of time as provided by State law.

2.1 Regular Meetings. Regular meetings of the City Council shall be held on the first and third Mondays of every month in the City Hall Council Chambers located at 25 West Main Street, Auburn, Washington.³ The regular meeting location may be changed by a majority vote of the City Council.

Four or more Councilmembers will constitute a quorum for the transaction of business.

If a scheduled Regular Council meeting falls on a legal holiday, the meeting shall be held at 7:00 p.m. on the first business day following the holiday.

¹The City Clerk may delegate any of the duties in these Rules to staff.

²~~ACC 2.03.100—Meeting coordination duties.~~

~~The mayor or the mayor's designee shall be responsible for the preparation of agendas for the meetings of the council and of the various boards, commissions and committees of the city, and for including in those agendas the items and issues forwarded by the city council and/or or by the ad hoc committees designated to act on behalf of the city council, and for including in those agendas the items and issues proposed by the mayor and city administration, for consideration by the council. The mayor or the mayor's designee shall also be responsible for publishing notices for meetings and for public hearings for the meetings of the council and the various boards, commissions and committees of the city, and for setting the dates and times for said public hearings, except in those instances when setting dates and times for public hearings is required by statute to be done through council resolution. (Ord. 6405 § 1, 2012; Ord. 5761 § 1, 2003.)~~

³ACC 2.06.010(A), 2.06.020

The Mayor, as presiding officer, shall be seated at the center of the dais, and the Deputy Mayor shall be seated to the presiding officer's immediate left. When the Deputy Mayor is acting as the presiding officer, in the absence of the Mayor, the Deputy Mayor shall be seated in the center of the dais. The seating arrangement for the other members of the Council shall be as determined and directed by the Deputy Mayor. City Council by a motion approved by a majority of the City Council, following the recommendation of an ad hoc committee of three Councilmembers. The seating arrangement will be decided once every calendar year.

[See ACC 2.06.010 (Ord. 3916 § 1, 1983; 1957 code § 1.04.010); ACC 2.06.020 (Ord. 3759 § 1, 1982; 1957 code § 1.04.020); ACC 2.06.030 (1957 code § 1.04.060); ACC 2.06.080 (1957 code § 1.04.090).]

2.2 Study Sessions. Study Sessions of the City Council shall be held on the second, fourth and fifth Mondays of every month in the City Hall Council Chambers located at 25 West Main Street, Auburn, Washington.⁴ The regular meeting location, including making the location a virtual forum, for Study Sessions may be changed by a majority vote of the City Council.

- A. Four or more Councilmembers will constitute a quorum for the transaction of business.
- B. If a scheduled Study Session falls on a legal holiday, the meeting shall be held at 5:30 p.m. on the first business day following the holiday.
- C. Study Sessions seating arrangement shall be located in the floor space directly in front of the dais. The table layout for Council and presenters and speakers shall be arranged to provide for maximum visibility of all attendees. The Deputy Mayor and the Special Focus Area chairperson for the scheduled focus area per the agenda shall be at a designated head table. No particular seating arrangement shall be required for the Deputy Mayor or other members of the Council, or for the Mayor or any other persons invited to sit at the table of for Study Sessions.

2.3 Special Meetings. A special meeting of the City Council may be called by the Mayor or any three members of the Council by written notice delivered to each member of the Council at least 24 hours before the time specified for the proposed meeting. Meeting notices shall be delivered by reasonable methods. Those methods can include email notification in addition to notice on the agency's website and principal location. The City Clerk shall provide the written notices. No ordinance or resolution shall be passed, or contract let or entered into, or bill for the payment of money allowed, at any special meeting unless public notice of that meeting has been given by notice to the local press, radio and television that is reasonably calculated to inform the city's inhabitants of the meeting.⁵

⁴ ACC 2.06.010(B), 2.06.020

⁵ ACC 2.06.040; RCW 35A.12.110

[See ACC 2.06.040 (1957 code § 1.04.070).]

- 2.4 **Emergency Meetings.** Emergency meetings may be called by the Mayor in case of an emergency. Meeting site notice requirements do not apply.
- 2.5 **Closed or Executive Sessions.** A Council meeting that is closed to the public. Council, the Mayor, City Attorney and authorized staff members and/or consultants may attend.

Closed and Executive sessions may be held during Regular [meetings](#), [Study Session meetings](#), and Special meetings of the City Council, and will be announced by the presiding officer. Closed and Executive session subjects are limited to considering those matters permitted by State law.⁶

[See former ACC 2.06.070 (1957 code § 1.04.080).]

- 2.6 **Cancellation of Meetings.** Meetings may be canceled by the Mayor with the concurrence of the Deputy Mayor or, in the absence of either, by the Mayor or the Deputy Mayor, or by a majority vote of the City Council, and proper notice given by the City Clerk.

SECTION 3 ORDER OF BUSINESS FOR REGULAR COUNCIL MEETING AGENDA

All items to be included on the Council's agenda for consideration should be submitted to the City Clerk, in full by 12:00 Noon on the Tuesday preceding each regular Council meeting. The City Clerk shall then prepare a proposed agenda according to the order of business, for approval by the Mayor, or their designee. A final agenda will then be prepared by the City Clerk and distributed to Councilmembers as the official agenda for the meeting.

- 3.1 The agenda format of the Regular City Council meeting shall be as follows:
- A. **Call to Order.** The Mayor shall call the meeting to order.
 - B. **Pledge of Allegiance.** The Mayor, Councilmembers and, at times, invited guests will lead the Pledge of Allegiance.
 - C. **Roll Call.** The City Clerk will call the roll.
 - D. **Announcements, Proclamations and Presentations.** A proclamation is defined as an official announcement made by the Mayor or the City Council

⁶ RCW 42.30.110(1), 42.30.140

regarding a non-controversial event, activity or special interest group which has a major city-wide impact.

- E. **Appointments.** Appointing individuals to various committees, boards and commissions. Confirmation of appointments, where confirmation is called for, may be preceded by discussion in executive session, where appropriate.
- F. **Agenda Modifications.** Changes to the Council's published agenda are announced at this time.
- G. **Public Hearings and Appeals.** Individuals may comment on public hearing and appeal items [by submitting written comments to the City Clerk in advance of the public hearing or by participating in the forum designated by the public hearing notice](#). However, if an appeal is a closed-record appeal, the matter shall be considered only based on information, evidence and documents in the record. Argument on the appeal shall refer only to matters, information, documents and evidence presented at the underlying hearing from which the appeal is taken, and no new information, evidence or documents may be added, and argument on the appeal may only deal with information, evidence and documents in the record. The presiding officer will state the public hearing and/or appeal procedures before each hearing.
- H. **Audience Participation.** Members of the audience may comment on items relating to any matter related to City business under the Audience Participation period. Comments are limited to three (3) minutes per person, and a total of fifteen (15) minutes per topic. Groups who have a designated speaker may have a total of ten (10) minutes to speak. Public comments sign-up forms will be available at the City Clerk's desk, [or at a location in the council chambers that is designated for sign-up forms and agenda forms](#), at each meeting for use of those citizens wishing to address the Council. The City Clerk shall serve as timekeeper. The presiding officer may make exceptions to the audience participation time restrictions when warranted.

Members of the audience may also speak on individual agenda items on the printed agenda at the time they are considered by the Council as requested by the presiding officer.
- I. **Correspondence.**
- J. **Council Ad Hoc Committee Reports.** Council ad hoc Committee Chairs may report on the status of their ad hoc Council Committees' progress on assigned tasks and may give their recommendations to the City Council, if any.

- K. **Consent Agenda.** Approval of the Consent Agenda, including items considered to be routine and non-controversial, may be approved by one motion. Items on the Consent Agenda include but are not limited to the following. Any Councilmember may remove any item from the Consent Agenda for separate discussion and action.
1. Approval of minutes.
 2. Fixing dates for public hearings and appeals.
 3. Approval of claims and vouchers, bid awards and contracts.
 4. Approval of surplus property.
 5. Other items designated by the City Council.
- L. **Unfinished Business.** Unfinished business of a general nature that was considered by Council at a previous business meeting.
- M. **New Business.** Business, other than ordinances and resolutions, that has not been previously before the City Council and items that are removed from the Consent Agenda for separate discussion and action.
- N. **Ordinances.**
1. All ordinances shall be in writing. Titles may be read aloud before the ordinance is voted on. Any councilmember may request a full reading of the text of a proposed ordinance before the vote on its adoption. The request for a full reading of an ordinance does not need to be voted on. However, the request for a reading of the title of the proposed ordinance, or a full reading of the text of the proposed ordinance may be waived by a majority of the councilmembers in attendance at the council meeting.
 2. Before any ordinance is considered for adoption by the City Council, the ordinance shall be included on a Study Session agenda. Council may waive this rule.

After a motion to adopt an ordinance has been made and seconded, the Councilmember making the motion is encouraged to give a brief description of the issues involved with the ordinance, without simply repeating the ordinance title, and may choose to comment on any results of Council discussion or action regarding the issue.

Discussion and debate by the City Council on ordinances will be held before the vote on an ordinance. Councilmembers may approve, reject, or amend the ordinance, or postpone the action and direct staff to further review the proposed ordinance.

An ordinance shall be adopted by a vote of at least a majority of the whole membership of the Council, provided, —~~Provided~~ that public emergency ordinances require a vote of a majority plus one of the whole Council membership. A public emergency ordinance is one designated to protect public health and safety, public property, or public peace.

- O. **Resolutions.** All resolutions shall be in writing. Titles may be read aloud before the resolution is voted on. Any councilmember may request a full reading of the text of a proposed resolution prior to the vote on its passage. The request for a full reading of a resolution does not need to be voted on. However, the request for a reading of the title of the proposed resolution, or a full reading of the text of the proposed resolution may be waived by a majority of the councilmembers in attendance at the council meeting.

After a motion to pass a resolution has been made and seconded, the Councilmember making the motion is encouraged to give a very brief description of the issues involved with the resolution without simply repeating the resolution title, and the councilmember may choose to comment on any results of Council discussion or action regarding the issue.

Discussion and debate by the City Council on resolutions will be held before the vote on a resolution. Councilmembers shall decide whether or not to amend the resolution, or direct staff to further review the proposed resolution.

A resolution shall be passed by a majority vote of a quorum of the Council, provided that passage of any resolution for the payment of money or that grants or revokes a franchise or license, shall require the affirmative vote of at least a majority of the whole membership of the Council.

- P. **Mayor and Councilmember Reports.** The Mayor and Councilmembers may report on their significant City-related activities since the last regular meeting. The Mayor and Councilmembers shall limit their reports to not more than three (3) minutes, with sensitivity to avoiding duplicate reporting.

- Q. **Adjournment.**

- 3.2 **Recess.** The foregoing agenda may be interrupted for a stated time as called by the presiding officer to recess for any reason, including closed or executive sessions.

3.3 **Amendment to Agenda.** The sequence of handling items on the agenda of a particular Regular Council Meeting may be amended from order listed on the printed/approved agenda as follows:

- A. **Motion to Suspend the Rules.** Any member of the City Council may move to suspend the rules to allow an item on the agenda to be considered at a different order or placement in the agenda.
- B. **Adjustment of Agenda by Presiding Officer.** The presiding officer may adjust the order of items on the agenda, subject to being overruled by vote of the Council.

[See former ACC 2.06.110 (Ord. 5687 § 1, 2002; Ord. 4166 § 2, 1986); ACC 2.06.120 (1957 code § 1.04.120.); ACC 2.06.140 (1957 code § 1.04.140.); ACC 2.06.170 (1957 code § 1.04.190.); ACC 2.06.180 (Ord. 5635 § 2, 2002; 1957 code § 1.04.200).]

SECTION 4 COUNCILMEMBER ATTENDANCE AT MEETINGS

4.1 Council Meetings.

- A. Councilmembers shall attend all scheduled meetings, including committee meetings. Councilmembers shall inform the Mayor or the City Clerk if they are unable to attend any Regular Council meeting, or if they knowingly will be late to any such meetings, or unable to stay for the entire meeting. Councilmembers shall inform the Chair of committee and the City Clerk if they are unable to attend a meeting.

A Councilmember will be excused from a meeting if they have submitted a request to the Mayor or City Clerk in advance of the meeting. Written requests should be submitted whenever possible, by email. If the request is made the day of the meeting, it may be made by telephone or in person. The reason for the request shall be given at the time of the request. Excessive, continued or prolonged absences may be addressed by the City Council on a case-by-case basis.

Additionally, Councilmembers shall notify the Deputy Mayor of anticipated absences.

[See ACC 2.06.050 and RCW 35A.12.060]

- B. Councilmembers may participate remotely at Council meetings via telephone, video conference, or other approved electronic means and within strict limited circumstances and only as authorized and approved by the Mayor and with notification to the Deputy Mayor. Technical

circumstances shall be considered as to the acceptability of remote attendance. Council prefers in-person attendance when possible.

- C. Remote attendance of the entire council may be permissible when and if a declaration of emergency is declared locally, regionally, state wide, and/or nationally that would prohibit in person attendance by councilmembers. The Mayor shall direct remote attendance of the council as necessary in these circumstances and when it is in the interest of the City to conduct council business.—

[See ACC 2.06.050 and RCW 35A.12.060]

4.2 Study Sessions.

- A. Councilmembers shall attend all scheduled meetings, including Study Sessions. Councilmembers shall inform the Mayor or the City Clerk and the Deputy Mayor if they are unable to attend a Study Session, or if they knowingly will be late to any such meeting, or unable to stay for the entire meeting. Councilmembers shall also inform the Chair of ad hoc committees, and Special Focus Areas if they are unable to attend a such meetings.

A Councilmember will be excused from a meeting if they have submitted a request to the Mayor or City Clerk and the Deputy Mayor in advance of the meeting. Written requests should be submitted whenever possible, by email. If the request is made the day of the meeting, it may be made by telephone or in person. The reason for the request shall be given at the time of the request. Excessive, continued or prolonged absences may be addressed by the City Council on a case-by-case basis.

[See ACC 2.06.050 and RCW 35A.12.060]

- B. Councilmembers may participate remotely at Study Sessions under the same protocol set forth in Section 4.1B-C.

- 4.3. Ad Hoc Council Committee Meetings. Attendance at Ad Hoc Council Committee meetings and Special meetings will not be considered “regular meetings” for the purposes of RCW 35A.12.060, applicable to Regular City Council meetings. However, unexcused absences from any Regular or Special meetings, or Ad Hoc Committee meetings, is a violation of these Rules of Procedure.

- 4.4 Use of Electronic DevicesCell Phones Prohibited. At all meetings of the City Council, Councilmembers are prohibited from using cell phones or other personal communication devices, and shall not send or receive and read e-mails, text messages, or any other social media postings.

4.5 Deportment. Councilmembers shall ~~also~~ refrain from side conversations with other individual Councilmembers. Councilmembers shall also refrain from inappropriate or derogatory body language, comments, or any other actions that detract from the deportment of the City Council.

SECTION 5 PRESIDING OFFICER - DUTIES

5.1 Conduct of Meetings.

- A. The Mayor will preside over all Regular and Special Meetings of the Council. If the Mayor is absent, the Deputy Mayor will preside. If both the Mayor and Deputy Mayor are absent, the Senior Councilmember will preside.
- B. The Deputy Mayor will preside over Council Study Sessions, other than those portions for which Special Focus Areas are scheduled. If the Deputy Mayor is absent, the Special Focus Area Chair will preside. If both the Deputy Mayor and the Special Focus Area Chair are absent, the Senior Councilmember will preside.

The Mayor is encouraged to attend Study Sessions.

[See former ACC 2.06.090 (1957 code § 1.04.100).]

5.2 The Presiding Officer:

- A. Shall preserve order and decorum at all meetings of the Council and cause the removal of any person in the audience from any meeting who disrupts the meeting after having been warned to cease the disruptive behavior.
- B. Shall observe and enforce all rules adopted by the Council.
- C. Shall decide all questions on order, in accordance with these rules, subject to appeal by any Councilmember.
- D. May affix approximate time limits for each agenda item.

[See former ACC 2.06.100 (1957 code § 1.04.170.); ACC 2.06.190 (1957 code § 1.04.210).]

SECTION 6 COUNCILMEMBERS

- 6.1 **Remarks.** Councilmembers who wish to speak shall address the presiding officer, and when recognized, shall confine themselves to the question under debate.
- 6.2 **Questioning.** Any member of the Council, and the Mayor, shall have the right to question any individual, including members of the staff, on matters related to the issue properly before the Council for discussion.
- 6.3 **Obligation to the Public Agency.** Notwithstanding the right of Councilmembers to express their independent opinions and exercise their freedom of speech, Councilmembers should act in a way that reflects positively on the reputation of the City and of the community. Councilmembers shall also interact with other members of the City Council and City staff in ways that promote effective local government.
- 6.4 **Council Training.** Councilmembers shall participate in training offered by individuals, agencies, entities and organizations including but not limited to the Association of Washington Cities and the State of Washington. This includes initial orientation after taking office, and other required or recommended training.
- 6.5 **Participation in Committees, Agencies and Organizations.** To better represent the interests of the City of Auburn, Councilmembers are encouraged to participate in assignments to local, regional, state and national committees, agencies and organizations.

[See former ACC 2.06.130 (1957 code § 1.04.130).]

SECTION 7 DEBATES

- 7.1 **Speaking to the Motion.** No member of the Council, or the presiding officer, shall speak more than twice on the same motion except by consent of the presiding officer or a majority of the Councilmembers present at the time the motion is before the Council. The Presiding Officer shall recognize Councilmembers in the order in which they request the floor. The Councilmember who made a motion shall be permitted to speak to it first. The presiding officer may also allow discussion of an issue before stating a motion when such discussion would facilitate wording of a motion.
- 7.2 **Interruption.** No member of the Council, or the presiding officer, shall interrupt or argue with any other member while such member has the floor, other than the

presiding officer's duty to preserve order during meetings as provided in Section 5.2.A of these rules.

- 7.3 **Courtesy.** Members of the Council and the presiding officer, in the discussion, comments, or debate of any matter or issue shall address their remarks to the presiding officer, be courteous in their language and deportment, and shall not engage in or discuss or comment on personalities, or indulge in derogatory remarks or insinuations in respect to any other member of the Council, or any member of the staff or the public, but shall at all times confine their remarks to those facts which are germane and relevant to the question or matter under discussion.
- 7.4 **Challenge to Ruling.** Any member of the Council shall have the right to challenge any action or ruling of the presiding officer, in which case the decision of the majority of the members of the Council present shall govern.

[See former ACC 2.06.130 (1957 code § 1.04.130).]

SECTION 8 PARLIAMENTARY PROCEDURES AND MOTIONS

- 8.1 Unless specifically provided in these rules, all City Council meeting discussions shall be governed by *ROBERTS RULES OF ORDER, NEWLY REVISED* (latest edition).
- 8.2 If a motion does not receive a second, it dies. Matters that do not constitute a motion (and for which no second is needed) include nominations, withdrawal of motion by the person making the motion, request for a roll call vote, and point of order or privilege.
- 8.3 A motion that receives a tie vote fails. Except where prohibited by law, the Mayor, as presiding official, shall be allowed to vote to break a tie vote.
- 8.4 Motions shall be stated in the affirmative. For example, "I move to approve" as opposed to "I move to reject." Councilmembers shall be clear and concise and not include arguments for the motion within the motion.
- 8.5 After a motion has been made and seconded, the Councilmembers may discuss their opinions on the issue prior to the vote.
- 8.6 If any Councilmember wishes to abstain from a vote on a motion that Councilmember shall so advise the City Council, shall remove and absent themselves from the deliberations and considerations of the motion, and shall have no further participation in the matter. The Councilmember should make this determination before any discussion or participation on the subject matter or as

soon thereafter as the Councilmember identifies a need to abstain. Councilmember may confer with the City Attorney to determine whether the Councilmember is required to abstain.

- 8.7 A motion to table is non-debatable and shall preclude all amendments or debates of the issue under consideration. A motion to table effectively removes the item without a time certain. A motion to table to a time certain will be considered a motion to postpone as identified in Section 8.8. is to be used in instances where circumstances or situations arise which necessitate the immediate interruption of the Councilmembers' consideration of the matter then before them. A motion to table, if passed, shall cause the subject matter to be tabled until the interrupting circumstances or situations have been resolved, if specified in the motion to table. To remove an item from the table in advance of the time certain requires a two-thirds' majority vote.
- 8.8 A motion to postpone to a certain time is debatable, is amendable and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or to a time certain at a future Regular or Special City Council meeting. To remove an item from postponement in advance of the time certain requires a two-thirds' majority vote.
- 8.9 A motion to postpone indefinitely is debatable, is not amendable, and may be reconsidered at the same meeting only if it received an affirmative vote.
- 8.10 A motion to call for the question shall close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds' vote; debate is reopened if the motion fails.
- 8.11 A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.
- 8.12 Motions that cannot be amended include: Motion to adjourn, lay on the table (table), roll call vote, point of order, reconsideration and take from the table.
- 8.13 Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- 8.14 Debate of the motion only occurs after the motion has been moved and seconded.
- 8.15 The presiding officer, City Attorney or City Clerk should repeat the motion prior to voting.
- ~~8.16 The City Clerk will take a roll call vote, if requested by the presiding officer, a Councilmember, or as required by law.~~

[8.178.16](#) When a question has been decided, any Councilmember who voted with the prevailing side may move for reconsideration at the same, or the next meeting. In order to afford Councilmembers who voted with the prevailing side the potential basis for a motion for reconsideration, Councilmembers who voted with the prevailing side may inquire of Councilmembers who voted with the minority as to the reasons for their minority vote, if not stated during debate prior to the vote. A motion for reconsideration is debatable if the motion being reconsidered was debatable. If the motion being reconsidered was not debatable, the motion for reconsideration is not debatable.

[8.188.17](#) The City Attorney shall act as the Council's parliamentarian and shall advise the Presiding Officer on all questions of interpretations of these rules which may arise at a Council meeting.

[8.198.18](#) These rules may be amended, or new rules adopted, by a majority vote of the full Council.

[See former ACC 2.06.160 (1957 code § 1.04.180.); ACC 2.06.170 (1957 code § 1.04.190.); ACC 2.06.200 (1957 code § 1.04.220.); ACC 2.06.210 (1957 code § 1.04.230).]

SECTION 9 VOTING

9.1 **Voice vote.** A generalized verbal indication by the Council as a whole of "[aye or yes](#)" or "[nay or no](#)" vote on a matter, the outcome of which vote shall be recorded in the official minutes of the Council. Silence of a Councilmember during a voice vote shall be recorded as a "no" vote except where a Councilmember abstains because of a stated conflict of interest or appearance of fairness issue.

[If there is uncertainty as to the outcome of a voice vote, the presiding officer or any councilmember may ask for a raise of hands for the ayes or nays.](#)

9.2 **Roll Call Vote.** A roll call vote may be requested by the presiding officer or by any Councilmember. [The City Clerk shall conduct the roll call vote.](#)

9.3 **Abstentions.** It is the responsibility of each Councilmember to vote when requested on a matter before the full Council. A Councilmember may only abstain from discussion and voting on a question because of a stated conflict of interest or appearance of fairness.

9.4 **Votes by Mayor.** Except where prohibited by law, the Mayor, as presiding official, shall be allowed to vote to break a tie vote.

[See former ACC 2.06.150 (1957 code § 1.04.150).]

SECTION 10 COMMENTS, CONCERNS AND TESTIMONY TO COUNCIL

- 10.1 Persons addressing the Council, who are not specifically scheduled on the agenda, will be requested to step up to the podium, give their name and address for the record, and limit their remarks to three (3) minutes, in addition to filling out the speaker sign-in sheet available at the City Clerk's desk or at a designated location in the council chambers. No person may "donate" their time to another speaker. All remarks will be addressed to the Council as a whole. The City Clerk shall serve as timekeeper. The presiding officer may make exceptions to the time restrictions of persons addressing the Council when warranted, in the discretion of the presiding officer.
- 10.2 Any person who causes actual disruption by failing to comply with the allotted time established for the individual speaker's public comment, making personal attacks, using hate speech, making slanderous remarks or other disruptive conduct while addressing the Council shall be barred from further participation by the Presiding Officer, unless permission to continue is granted by a majority vote of Councilmembers present.
- 10.3 The three (3) minute designation shall be electronically timed by means of a suitable device with the City Clerk as the designated time keeper.

[See former ACC 2.06.130 (1957 code § 1.04.130).]

SECTION 11 PUBLIC HEARINGS AND APPEALS

- 11.1 Quasi-judicial hearings require a decision be made by the Council using a certain process, which may include a record of evidence considered and specific findings made. The following procedure shall apply:
- A. The Department Director of the department most affected by the subject matter of the hearing, or that Director's designee, will present the City's position and findings. Staff will be available to respond to Council questions.
 - B. The proponent spokesperson shall speak first and be allowed (10) minutes. Council may ask questions.
 - C. The opponent spokesperson shall be allowed ten (10) minutes for presentation and Council may ask questions.

- D. Each side shall then be allowed five (5) minutes for rebuttal, with the proponent spokesperson speaking first, followed by the opponent spokesperson.
 - E. The City Clerk shall serve as timekeeper during these hearings.
 - F. After each proponent and opponent spokesperson have used their speaking time, Council may ask further questions of the speakers, who shall be entitled to respond but limit their response to the question asked.
- 11.2 Public hearings where a general audience is in attendance to present arguments for or against a public issue:
- A. The Department Director or designee shall present the issue to the Council and respond to questions.
 - B. A person may speak for three (3) minutes. No one may speak for a second time until everyone who wishes to speak has had an opportunity to speak. The presiding officer may make exceptions to the time restrictions of persons speaking at a public hearing when warranted, in the discretion of the presiding officer.
 - C. The City Clerk shall serve as timekeeper during these hearings.
 - D. After the speaker has used their allotted time, Council may ask questions of the speaker and the speaker may respond, but may not engage in further debate.
 - E. The hearing will then be closed to public participation and open for discussion among Councilmembers.
 - F. The presiding officer may exercise changes in the procedures at a particular meeting or hearing, but the decision to do so may be overruled by a majority vote of the Council.

SECTION 12 DEPUTY MAYOR

- 12.1 Annually or more often as deemed appropriate, the members of the City Council, by majority vote, shall designate one of their members as Deputy Mayor for a one year time period, except as provided in Section 12.1, Paragraphs G and H. Elections will be held no later than the last Council meeting of the year.

- A. Any member of the City Council who will have served on the Council for one year at the beginning for that Councilmember's terms as Deputy Mayor, may be nominated for the position of Deputy Mayor by having that Councilmember's name placed in nomination by a Councilmember. ~~The name of the most senior member of the City Council who has not previously served as Deputy Mayor shall automatically be placed in nomination for the position of Deputy Mayor.~~ [The nomination of a councilmember for the position of Deputy Mayor does not require a second, and a councilmember may nominate him or herself.]

~~1. —]For the purposes of these rules, the most senior member of the City Council, seniority shall be determined by:~~

~~(a) —The number of consecutive years, months and days served;~~

~~(b) —If the number of consecutive years, months and days served by two or more members of the City Council are equal, the member of the City Council who received the greater/greatest number of votes in the most recent general election in which those members were elected to the City Council is the most senior.~~

~~1. —If the most senior councilmember declined the automatic nomination, the name of the next most senior member of the City Council shall be automatically be placed in nomination for the position of Deputy Mayor.~~

~~2. —If all members of the City Council have previously served as Deputy Mayor, there shall be no automatic seniority nomination.~~

~~3.1. —Other than for the automatic nomination of the most senior councilmember who has not previously served as deputy Mayor, all other n~~
Nominations for the position of Deputy Mayor shall be made by members of the City Council on the dates of election for the Deputy Mayor position.

~~4.2.~~ In connection with the selection of Deputy Mayor, it is strongly suggested that councilmembers approach the election in an open, transparent and respectful manner, avoiding anything that jeopardizes harmony among councilmembers.

- B. The Councilmember receiving a majority of the votes cast by the members of the City Council shall be elected Deputy Mayor. A Councilmember may vote for him or herself.

- C. The names of all nominees for the position of Deputy Mayor shall be included in the vote.
- D. If no single Councilmember received a majority of the votes cast, a second vote/ballot between the two nominees who received the largest number of votes will be held.⁷
- E. The Deputy Mayor shall serve at the pleasure of the Council.
- F. In the event of the absence or unavailability of the Deputy Mayor, the senior member of the City Council, other than the Deputy Mayor, shall serve as interim Deputy Mayor until the return of the regular Deputy Mayor.
- G. If the designated Deputy Mayor is unable to serve the full term of the position of Deputy Mayor, the Council shall designate the next senior member of the City Council as Deputy Mayor for the remainder of the term. If the appointment is declined the process shall continue until a Deputy Mayor is designated.
- H. In the event that the councilmember selected as Deputy Mayor is unable to perform the duties of the position of Deputy Mayor, or fails to act in accordance with the City Council Rules of Procedure, the City Council may, by a majority vote of the full City Council, remove the Deputy Mayor from this position, in which case, the next senior councilmember shall assume the position of Deputy Mayor for the balance of the year. If the next senior councilmember is unwilling or unable to assume the position of Deputy Mayor, the position of Deputy Mayor shall be filled by a majority vote of the full City Council.

[See RCW 35A.12.065.]

12.2 The Deputy Mayor, as the head of the legislative branch of the City, shall perform the following duties:

- A. Intra-Council Relations:
 - 1. Serve as the Chair of the Council Study Sessions;
 - 2. Serve as an ex-officio member of all ad hoc committees of the City Council. If the Deputy Mayor's attendance at an ad hoc committee meeting brings the number of councilmembers attending to [four](#), the meeting shall comply with the Open Public Meetings Act (RCW 42.30), unless expressly exempted;

⁷ If there are more than two nominees in the initial election Council may choose to have a run-off vote among the nominees.

3. Assist in new councilmember training including conducting a review of the rules of procedure with one to two individual councilmembers;
4. Support cooperative and interactive relationships among council members;
5. Work with Administration to prepare agendas for Council Study Sessions;
6. Preside over the Study Sessions of the City Council, and work with the chairs of the Special Focus Areas on the portions of Study Sessions over which the Special Focus Areas chairs preside.

B. Mayor-Council Relations:

1. Help maintain a positive and cooperative relationship between the Mayor and the City Council;
2. Act as conduit between the Mayor and the City Council on issues or concerns relating to their duties;
3. Preside over Regular Meetings of the City Council in the absence or unavailability of the Mayor;
4. In the event of ~~the~~ a prolonged absence or incapacitation (a state of disability that prohibits the function of duties) of the Mayor, the Deputy Mayor shall perform the duties of the Mayor.
 - (a) A prolonged absence is defined as requiring a leave of absence that prohibits the performance of the duties of the office. Vacation leave for periods up to two weeks, illnesses requiring an absence of less than two weeks, out of state or out of country travel lasting not more than two weeks, or other similar short-term absences shall not be considered prolonged absences.
 - (b) In the event of a disaster, emergency, or other similar circumstance, where the Mayor is out-of-town and unable to carry out the duties of the office of Mayor, the Deputy Mayor, in consultation with the Mayor, shall act as Mayor until the return and availability of the Mayor;
5. The Deputy Mayor shall also stand in on behalf of the Mayor in other situations as requested by the Mayor;

6. In the performance of the duties of the Mayor, the Deputy Mayor shall not have authority to appoint, remove, replace, discipline or take other similar action on any director or employee of the City;
7. The Deputy Mayor shall not have veto authority for actions that may be taken by the City Council;
8. The Deputy Mayor shall be aware of City, regional and intergovernmental policies and activities in order to properly execute the role of Mayor.

C. Intergovernmental and Community Relations:

1. Act in absence of Mayor as requested and/or as required;
2. Be aware of all City regional and intergovernmental policies and activities in order to be prepared to step into the role of Mayor if necessary;
3. Serve as the Chair of the City's Emergency Management Compensation Board.

D. Other Duties of the Deputy Mayor:

1. In cooperation with the Mayor and Special Focus Area group's chairpersons and with assistance from Administration, create and establish agendas for all study sessions;
2. Serve as liaison to the Junior City Council, participating as a non-voting member of the Junior City Council, encouraging, guiding and counseling the members of the Junior City Council in connection with its duties and assignments;
3. Facilitate any issue related to the conduct and/or actions of councilmembers that may be inappropriate or that may be in violation of the Council Rules of Procedure (Section 20.1);
4. Conduct regular and periodic meetings with individual councilmembers to address councilmember issues, concerns, legislative processes, councilmember proposals, councilmember training, and other similar related items;
5. Conduct group meetings with councilmembers, [including two on one meetings with councilmembers on a rotating basis](#) provided that such meetings shall not have more than two councilmembers at such meetings. All such meetings at which a quorum of the City Council is

in attendance shall be in compliance with the Open Public Meetings Act (RCW 42.30), unless expressly exempted.

[former ACC 2.06.090 (1957 code § 1.04.100).]

SECTION 13 COUNCIL POSITION VACANCY OR ABSENCE

- 13.1 If an unexpired Council position becomes vacant, the City Council has ninety (90) days from the occurrence of the vacancy to appoint, by majority vote of a quorum of the Council, a qualified person to fill the vacancy pursuant to State law. The Council may make such appointment at its next regular meeting, or at a special meeting called for that purpose. If the Council does not appoint a person within the ninety (90) day period, the Mayor may make the appointment from among the persons nominated by members of the Council.
- 13.2 If there is an extended excused absence or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember Pro Tempore to serve during the absence or disability.

SECTION 14 COUNCIL MEETING STAFFING

- 14.1 Department Directors or designees shall attend all meetings of the Council unless excused by the Mayor.
- 14.2 The City Attorney shall attend all meetings of the Council unless excused by the Mayor, and shall upon request, give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian. An Assistant City Attorney shall attend meetings when the City Attorney has been excused.

[See former ACC 2.06.060 (1957 code § 1.04.160).]

SECTION 15 COUNCIL RELATIONS WITH STAFF

- 15.1 There will be mutual courtesy and respect from both City staff and Councilmembers toward each other and of their respective roles and responsibilities.
- 15.2 City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge City staff as administering the Council's policies.

- 15.3 It is the intent of Council that all pertinent information asked for by individual Council members shall be made available to the full Council.
- 15.4 Individual Councilmembers shall not attempt to coerce or influence City staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits. Councilmembers may, at the request of the Mayor, participate in discussions and decisions related to these matters.
- 15.5 Other than through legislative action taken by the Council as a whole, individual Councilmembers shall not interfere with the operating rules and practices of any City department.
- 15.6 No individual Councilmember shall direct the Mayor to initiate any action or prepare any report that is significant in nature, or initiate any project or study without the consent of a majority of the Council. This provision, however, does not prohibit individual Councilmembers from discussing issues with the Mayor or making individual requests or suggestions to the Mayor. The Mayor shall endeavor to advise and update the Councilmember(s) on the status or follow-up of such issues.
- 15.7 All councilmember requests for information, other than requests for legal advice from the City Attorney's Office, shall be directed through the Mayor in order to assign the task to the proper staff. The Deputy Mayor may work with the Mayor's designated staff to prepare Study Session agendas and facilitate Study Session work.
- 15.8 Any written communication with staff shall also include the Mayor as a recipient.

SECTION 16
COUNCIL STUDY SESSIONS, COMMITTEES
AND CITIZEN ADVISORY BOARDS

16.1 In addition to the regularly scheduled City Council meetings (Regular Council Meetings) scheduled on the first and third Mondays of the month, City Council shall regularly schedule Council Study Sessions on the second, fourth and fifth Mondays of the month for review of matters that would come back before the City Council at Regular Council Meetings. Different than the format for Regular Council Meetings (identified in Section 3 hereof), Study Sessions shall be less formal than Regular Council Meetings and shall give the City Council the opportunity to discuss and debate issues coming before it for action at Regular Council meetings. The format for these meetings shall be as follows:

A. General Business Focus and Special Focus Areas.

Study Sessions shall consist of two (2) Focus divisions per meeting; (1) a General Business Focus and (2) a Special Focus Area. The General Business Focus shall be scheduled first, and shall include agenda items that relate to issues of general City concern, items that will be coming before the City Council at upcoming meetings and presentations and reports to the City Council. The Special Focus Area groups shall, on a rotating basis described below, commence their portion of the Study Session following the conclusion of the Study Session General Business Focus. The Special Focus Area groups shall review matters of Council concern related to their areas of oversight responsibility. The Special Focus Area groups shall consist of the following: (1) Public Works & Community Development; (2) Municipal Services; (3) Community Wellness; and (4) Finance, Technology & Economic Development. These Special Focus Area groups shall be tasked with oversight of Council considerations as follows:

1. Public Works & Community Development;
 - Utilities
 - Transportation
 - Sustainability
 - Environmental Protection
 - Cultural Arts and Public Arts
 - Planning and Zoning
 - Permits and Development
 - Right of Way Management
 - Airport
 - Airport Business
2. Municipal Services
 - Police
 - SCORE Jail

- District Court
 - Parks & Recreation
 - Animal Control
 - Solid Waste
 - Emergency Planning
 - Multimedia
 - Cemetery
3. Community Wellness
 - Public Health and Wellness
 - Community and Neighborhood Services
 - Homelessness and Homeless Prevention
 - Housing Quality, Affordability, and Attainability
 - Human and Social Services
 - Domestic Violence Services
 - Community Equity
 4. Finance, Technology, & Economic Development
 - Equipment Rental
 - Facilities
 - Innovation and Technology
 - City Real Property
 - Business Development
 - Sister Cities International

Aside from the above Special Focus Area topics, there shall be a Finance ad hoc Committee to review vouchers and payroll.

B. Scheduling of Special Focus Area.

1. The Special Focus Areas shall conduct their portion of the Study Sessions on 2nd and 4th Mondays of the month on a rotating basis such as follows: Public Works & Community Development, then Municipal Services, then [Community Wellness](#), then Finance & Economic Development, then Public Works & Community Development, then Municipal Services, and so on.
2. On 5th Mondays of the Month, Study Sessions will not typically include any of the above Special Focus Areas, but may include special topics and issues of general concern to the City Council, including Council operating arrangements and Council Rules of Procedure. It is provided, however, that in order for the City Council to address the matters coming before the City Council, the Mayor and Deputy Mayor may, as they deem appropriate, insert into any

Study Session any matters calling for City Council consideration and discussion, regardless of Special Focus Areas.

3. Topics for Special Focus Area consideration (for inclusion in the Special Focus Area portion of the Study Session agenda) shall be determined by the Chair of each Special Focus Area along with the Mayor and the Deputy Mayor, the Vice-Chair, and the designated departments director(s) for the Special Focus Area. The department director(s) shall review agenda topics taking into account matters within the topics of the Special Focus Area calling for action or consideration, and suggestions by other Councilmembers of such topics. The Deputy Mayor may review agenda items and topics with each Special Focus Area chairperson individually when convenient.

C. Meeting Times:

Study Sessions shall be scheduled as set forth in Section 2.23, above.

1. Three to four hours maximum timeframe (goal).
2. Agenda items should relate to future policy-making, strategic planning or key state or federal issues affecting current or future city operations.
3. Agenda items should be substantive only (e.g., traffic impact fee increase proposals, comprehensive plan updates, rather than day-to-day operational issues. [Non-substantive items (e.g., accepting a grant, authorizing contract bidding, etc.) should go directly to the Regular City Council meeting.

D. Study Session Meeting Format.⁸

1. Call to Order.
2. Roll Call.
3. Announcements, Reports, and Presentations.
4. Agenda Items for Council Discussion.
5. Ordinances.
6. Other Discussion Items.

⁸ It is the intention of the City Council that Study Sessions shall be televised on the City's public access channel if reasonably possible.

7. New Business.

While Councilmembers are encouraged to coordinate agenda topics for future Study Sessions with the Deputy Mayor in advance, they may be proposed by any Councilmember during New Business.

Councilmembers will identify: a) the subject of the proposed topic; b) whether they've discussed the topic with the appropriate Special Focus Area Chair and/or Mayor or affected Department head to determine whether the subject is already proposed to come before Council; c) the specific information the Councilmember wants to discuss; and (d) the specific purpose of the request.

If a majority of Councilmembers agree, the Deputy Mayor and the Mayor will meet to place the topic on the Matrix for a future Study Session Agenda. Council may also ask staff to provide a written report instead of having discussion.

- a. Special Focus Area (the Chair of the Special Focus Area scheduled for the Study Session shall preside over this portion of the study session.)

~~8. Matrix Review/Update (the Deputy Mayor shall preside over this portion of the Study Session)~~

~~9-8. Adjournment.~~

- 16.2 The Mayor, the Deputy Mayor or a majority of the City Council may establish ad hoc committees as may be appropriate to consider special matters that require special approach or emphasis.
- 16.3 Ad hoc committees may be established and matters referred to them at study sessions, without the requirement that such establishment or referral take place at a regular City Council meeting.
- 16.4 The Deputy Mayor shall appoint Councilmembers to Council ad hoc committees, provided that the Mayor shall appoint members to Council ad hoc committees if the Deputy Mayor is disabled or precluded from acting in that capacity.
- 16.5 The Mayor shall appoint Council representatives to intergovernmental councils, boards and committees.
- 16.6 Councilmember appointments to intergovernmental councils, boards and committees, including ad hoc committees, shall be periodically reviewed. All councilmembers shall have the opportunity to serve on such councils, boards, and/or committees as assigned by the Mayor and on a rotating basis at the discretion of the Mayor. Councilmember appointments to intergovernmental

councils, boards, and committees by the Mayor shall be done with consideration of a councilmember's expertise, background, knowledge, working experience and/or education in that council, board, or committee. Ad hoc committee appointment by the Mayor or Deputy Mayor shall be at their discretion.

- 16.7 Ad hoc council committees shall consider all matters referred to them. The chair of such ad hoc committee shall report to the City Council the findings of the committee. Committees may refer items to the Council with a committee recommendation or with no committee recommendation.
- 16.8 Advisory Boards, Committees and Commissions established by ordinance, consisting of citizens appointed pursuant to the establishing Ordinance and serving in the capacity and for the purposes indicated in the Ordinance, shall act as an advisory committee to the City Council.
- 16.9 Committee Chairpersons shall have broad discretion in conducting their meetings. They will generally follow Roberts Rules of Order, Newly Revised.
- 16.10 Unless otherwise expressly provided for when forming an ad hoc committee, it is the intention of the City Council that ad hoc committees function informally and not in any way that takes action in lieu of or on behalf of the full City Council. The purpose and function of such ad hoc committees shall be to review matters in advance of their consideration by the full City Council, and perhaps record and make recommendations to the full City Council. They are not "committees of a governing body" subject to the requirements of the Open Public Meetings Act (Chapter 42.30. RCW). Ad hoc committees shall not receive public testimony or allow audience participation in connection with or related to the agenda item being discussed by the Committee.
- 16.11 Committee Chairpersons shall approve all agenda items and may, at their discretion, remove or add agenda items during the course of the meeting.

SECTION 17 COUNCIL REPRESENTATION AND INTERNAL COMMUNICATION

- 17.1 If a Councilmember meets with, attends a meeting or otherwise appears before individuals, another governmental agency, a community organization, or a private entity or organization, including individuals, agencies, or organizations with whom or with which the City has a business relationship, and makes statements directly or through the media, commenting on an issue that does or could affect the City, the Councilmember shall state the majority position of the City Council, if known, on that issue. Personal opinions and comments which differ from those of the Council majority may be expressed if the Councilmember clarifies that these

statements do not represent the City Council's position, and the statements are those of the Councilmember as an individual. Additionally, before a Councilmember discusses anything that does or could relate to City liability, the Councilmember should talk to the City Attorney or the City's Risk Manager, so that the Councilmember would have a better understanding of what may be said or how the discussion should go to control or minimize the City's liability risk and exposure.

- 17.2 Councilmembers need to have other Councilmember's concurrence before representing another Councilmember's view or position with the media, another government agency or community organization.
- 17.3 Councilmembers shall not knowingly communicate with an opposing party or with an opposing attorney in connection with any pending or threatened litigation in which the City is a party or in connection with any disputed claim involving the City without the prior approval of the City Attorney, unless the Councilmember is individually a party to the litigation or is involved in the disputed claim separate from the Councilmember's role as a City official.
- 17.4 Communication among Councilmembers shall conform to the following parameters:
 - A. Except in connection with Council members meeting, informally, in committees not subject to the Open Public Meetings Act, to assure that communication on agenda items occurs to the greatest extent possible at the public meetings, and to avoid even the perception that email is being used in a way that could constitute a public meeting, *e.g.*, successive communications on City Council topics that involve a quorum of the Councilmembers. Councilmembers should refrain from emailing Councilmembers about such agenda items. Councilmembers should be prepared to communicate about matters that are on upcoming Council agendas at the public meetings. If Councilmembers wish to share information with other councilmembers about matters that are on upcoming agendas, the councilmembers should forward that information to the Mayor for distribution in the council meeting packets.
 - B. Councilmembers may communicate via email to other Councilmembers, including to a quorum of the full City Council about matters within the scope of the City Council's authority or related to City business, but not yet scheduled on upcoming Council agendas, to indicate a desire that certain items be included on upcoming meeting agendas; provided that Councilmembers shall never ask for responses from the other Councilmembers in that communication.
 - C. Email communication among Councilmembers relating to City operations should also include the Mayor as a recipient/addressee.

D. Councilmembers may email the Mayor about City business without limitations or restrictions.

E. The Deputy Mayor from time to time may need to communicate with all councilmembers on various items such as the annual review of the Rules of Procedure. All such correspondence, usually in the form of email, shall be provided to council as a whole through the Council Assistant. Any responses from council shall also be directed to the Council Assistant who shall then provide all councilmembers with email correspondence regarding questions, comments, suggestions, recommendations, or any similar item.

E.F. City Council email correspondence shall utilize the designated city email account with no exceptions and within the parameters of the Open Public Meetings Act and the Public Records Act.

17.5 Internet & Electronic Resources/Equipment and Facility Use.

A. Policy. It is the policy of the City Council that Internet and electronic resources equipment use shall conform to and be consistent with the requirements of City of Auburn Administrative Policy and Procedure 500-03, "Internet & Electronic Resources/Equipment Use – Elected Officials."

All letters, memoranda, and interactive computer communication involving City Councilmembers and members of advisory boards and commissions, the subject of which relates to the conduct of government or the performance of any governmental function, are public records.

B. Electronic Communications.

1. Informal messages with no retention value and that do not relate to the functional responsibility of the recipient or sender as a public official, such as meeting notices, reminders, telephone messages and informal notes, do not constitute a public record. Users should delete these messages once their administrative purpose is served.
2. All other messages that relate to the functional responsibility of the recipient or sender as a public official constitute a public record. Those records are subject to public inspection and copying.
3. Electronic communications that are intended to be shared among a quorum of the City Council or of an ad hoc Council Committee, whether concurrently or serially, must be considered in light of the Open Public Meetings Act, if applicable. If the intended purpose of the

electronic communication is to have a discussion that should be held at an open meeting, the electronic discussion shall not occur. Further, the use of electronic communication to form a collective decision of the Council shall not occur.

4. Electronic communication should be used cautiously when seeking legal advice or to discuss matters of pending litigation or other confidential City business. In general, electronic communication is discoverable in litigation, and even deleted electronic communication is not necessarily removed from the system. Confidential electronic communications should not be shared with individuals other than the intended recipients, or the attorney-client privilege protecting the document from disclosure may be waived.
5. Electronic communication between Councilmembers and between Councilmembers and staff shall not be transmitted to the public or news media without the filing of a public disclosure request with the City Clerk.
6. Even if a Councilmember uses their personal electronic devices all electronic communications and documents related to City business will be subject to discovery demands and public disclosure requests.

C. Use of City Equipment and Facilities.

1. City Councilmembers are provided various tools to assist them in handling the business of the City in the role as members of the City Council. These tools include, but are not limited to: (1) an individual office assigned to each Councilmember in which there is (a) office furniture; (b) a computer accommodating access to the City's computer network and (c) a telephone tied to the City's telephone system; (2) an I-Pad or comparable equipment also tied to the City's computer system that can be used remotely (not just in the Councilmember's office); (3) , an I-Phone or comparable equipment accommodating mobile communication needs for (a) telephone calls, (b) emails, and (c) texting; (4) a City badge accommodating physical access to City Hall facilities and Council Offices; and (5) Council mailboxes.
2. In order to assure transmittal of information necessary to conduct business of the City and to avoid Public Records Act liability for the City and Councilmembers for improper or private equipment use, Councilmembers shall use the tools identified above to assist them in being able to receive and work with information related to duties as councilmembers.

17.6 Council Relations with City Boards and Commissions.

- A. **Council Liaisons.** In addition to where a City Councilmember is appointed by the City Council or the Mayor to serve as a member of a board, commission, committee, task force or any other advisory body, the City Council may, on limited occasions or under unusual circumstances, appoint a Councilmember to serve as a non-member Liaison to a board, commission, committee, task force or any other advisory body. Anytime a Councilmember is appointed as such a Liaison, the position or role of Liaison is subordinate to that of Councilmember, and the Councilmember's responsibility is first and foremost to the City and to the City Council. The role and responsibility of the Councilmember-Liaison is to keep the City Council apprised of the activities, positions and actions of the entity or organization to which the Councilmember has been appointed Liaison, and not to communicate to the board, commission, committee, task force or other advisory body a statement as the position of the City Council, except as authorized or directed by the City Council. Insofar as a Council Liaison position does not give all councilmembers equal access to the activities, functions and information of or about a board, commission, committee, task force or any other advisory body, appointments to Council Liaison positions should be reserved to those instances where a Report to the Council by the board, commission, committee, task force or any other advisory body would not be convenient or practical.
- B. **Reports to the Council.** Each board, commission, committee, task force or any other advisory body of the City shall be requested to present a report to the City Council at a Regular Meeting or a Study Session of the City Council, as scheduled by the Mayor or Deputy Mayor. Such reports shall be scheduled for a Regular Council Meeting or a Council Study Session, and shall be delivered by the chair of the board, commission, committee, task force or any other advisory body or designee. The reports shall inform the City Council of the activities, functions and information with which the board, commission, committee, task force or any other advisory body has been involved since the previous report, and shall include the opportunity for questions by Councilmembers.

- 17.7 Whenever a member of the City Council attends any meeting of any other entity or organization, he or she should endeavor to be prudent in what he or she says or does at such meeting. Further, the Councilmember should avoid attending such meeting if that attendance would impose an interference with the meeting or the operations of the other entity or organization, or of the operations of the City.

SECTION 18 TRAVEL AUTHORIZATION

- 18.1 **Value of Council Travel.** The Auburn City Council recognizes the need of its members to attend conferences, trainings, and meetings to broaden their knowledge of and familiarity with a diverse collection of City-related issues, including, but not limited to Public Works, Communications, Transportation, Economic Development, Public Safety and Energy. These conferences also provide valuable opportunities to network with other city elected officials. Comparing Auburn's specific issues with those of other cities often provides the City Council with established policies already in place in other cities that can be adapted to meet the specific needs of the City of Auburn, as well as expediently and efficiently acquainting Auburn City Councilmembers with ideas of how to address Auburn issues and solve Auburn problems.
- 18.2 **Annual Budget Amounts for Council Travel.** To accommodate Council travel, the Auburn City Council shall allocate an identified amount of money each year in the City budget process to each Councilmember for City-related travel costs, including transportation, lodging, meals and registration costs.
- 18.3 **Adjustment of Council Travel Allocations.** If a councilmember needs more than the amount of travel related funds allocated for their use, the councilmember shall (1) see if there are unused funds available from any other councilmember(s) who are willing to transfer funds from their account to the councilmember needing additional travel funds. If so, with the consent of the Deputy Mayor and the other transferring councilmember(s), funds will be transferred to the requesting councilmember's allotment; or (2) shall request a net adjustment to the budget adding additional funds to their allotment, which adjustment shall be approved by a majority of the whole City Council.
- 18.4 **Receipts and Travel Documentation.** Each City Councilmember shall be responsible for providing to the Mayor or Finance Director, within ten (10) business days of returning from City travel, any and all City travel related receipts and documentation. Quarterly reports of the travel costs incurred by each councilmember shall be provided by the Finance Department.

SECTION 19 CONFIDENTIALITY

- 19.1 Councilmembers shall keep confidential all written materials and verbal information provided to them during Executive or Closed Sessions and as provided in RCW 42.23.070, to ensure that the City's position is not compromised. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered by the exempt from disclosure under exemptions set forth in the Revised Code of Washington.

SECTION 20

ENFORCEMENT OF RULES OF PROCEDURE

- 20.1 Councilmembers shall conform their conduct to the requirements, standards and expectations set forth in these Rules of Procedure. In addition to and notwithstanding whatever other enforcement mechanisms may exist for legal, ethical or practical obligations on Councilmember performance or conduct, violations of these Rules of Procedure by Councilmembers may be enforced by action of the City Council through sanctions such as votes of censure or letters of reprimand, and such other action as may be permitted by law.

City Council Rules of Procedure:

Adopted: February 2, 2004

Ordinance No. 5802

Amended by Resolution No. 4282, December 17, 2007

Amended by Resolution No. 4429, December 15, 2008

Amended by Resolution No. 4467, April 6, 2009

Amended by Resolution No. 4615, July 6, 2010

Amended by Resolution No. 4686, February 22, 2011

Amended by Resolution No. 4740, August 15, 2011

Amended by Resolution No. 4813, May 21, 2012

Amended by Resolution No. 4909, February 19, 2013

Amended by Resolution No. 5105, November 3, 2014

Amended by Resolution No. 5112, December 1, 2014

Amended by Resolution No. 5115, December 15, 2014

Amended by Resolution No. 5217, May 2, 2016

Amended by Resolution No. 5240, July 5, 2016

Amended by Resolution No. 5283, February 21, 2017

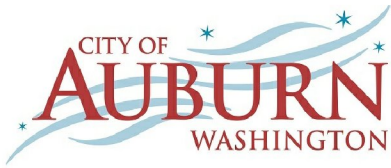
Amended by Resolution No. 5308, August 7, 2017

Amended by Resolution No. 5367, May 7, 2018

Amended by Resolution No. 5399, December 17, 2019

Amended by Resolution No. 5469, November 4, 2019

[Amended by Resolution No. 5543, September 8, 2020](#)



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5542 (Faber)

Date:

September 1, 2020

Department:

Parks/Art and Recreation

Attachments:

[Resolution No. 5542](#)

[Cedar Lanes Park Map](#)

[Cedar Lanes Bike Park Schematic](#)

[2020 Grant Agreement](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5542.

Background Summary:

The City of Auburn was successful in receiving a \$125,000 King County Youth and Amateur Sports grant to increase recreational opportunities in the county. The City Of Auburn Cedars Lanes Park Bicycle Pump Track and Mountain Bike Track was a successful project. A primary focus of the grants is to assist in providing social equity in neighborhoods that are underserved.

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

Faber

Meeting Date: September 8, 2020

Item Number:

RES.B

RESOLUTION NO. 5542

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CAPITAL GRANT AGREEMENT WITH KING COUNTY, WASHINGTON FOR YOUTH AND AMATEUR SPORTS GRANT FUNDS, AND TO APPROPRIATE AND EXPEND THE GRANT FUNDS

WHEREAS, King County's Youth and Amateur Sports program provides grants to projects that provide increased athletic opportunities for county citizens; and;

WHEREAS, the City of Auburn desires to add an 12,000 square foot pump track and a 5 acre forested mountain bike skills coarse to the 7 acre Cedar Lanes Park; and

WHEREAS, The King County Parks and Recreation Division has accepted the City of Auburn's Cedar Lanes Park Pump Track and Mountain Bike Track project as a grant fund recipient; and

WHEREAS, the Grant shall provide up to \$125,000.00 to the City for construction of the tracks; and

WHEREAS, execution of a Capital Grant Agreement with King County is a condition for receipt of the capital grant funds.

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

Section 1. The Mayor is authorized to execute with King County a capital grant agreement substantially similar to the one attached as Exhibit A.

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

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

Dated and Signed this _____ day of _____, 2020.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

Kendra Comeau, City Attorney

CEDAR LANES PARK

Printed Date: 8/21/2020

Map Created by City of Auburn eGIS

Imagery Date: May 2015

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

Legend

- ☐ Parcel Boundaries
- City Street Names

Notes

Type any additional notes- delete text to leave blank



666.7 0 333.3 666.7 Feet

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1in = 333 ft

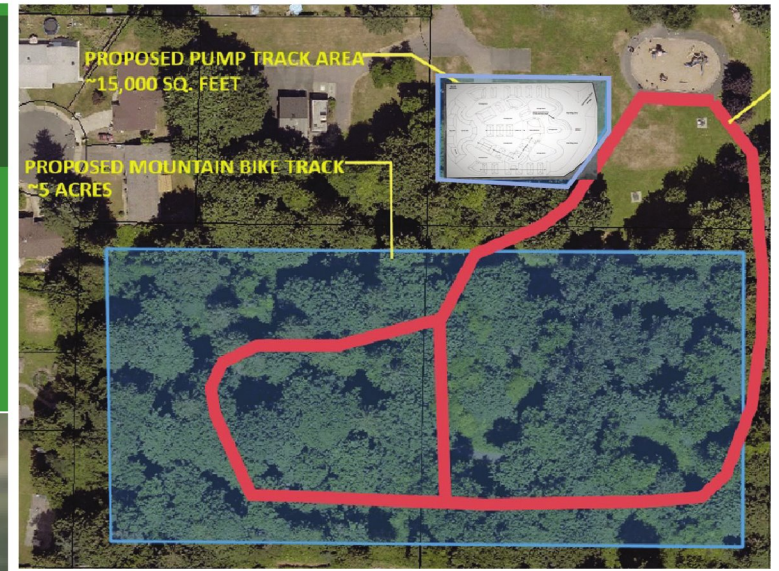
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CITY OF AUBURN | CEDAR LANES PARK PUMP TRACK & MOUNTAIN BIKE TRACK

PROPOSED MOUNTAIN BIKE TRACK



PROPOSED PUMP TRACK



Youth and Amateur Sports Grant Agreement
Capital Grant Agreement

Department/Division: Natural Resources and Parks / Parks and Recreation

Agency: City of Auburn

Project: Cedar Lanes Bike Park

Amount: \$125,000.00 Project#: _____ Contract#: _____

Term Period: June 1, 2020 To December 31, 2021

THIS CAPITAL GRANT AGREEMENT (“Agreement”) is entered into by KING COUNTY (the “County”), and City of Auburn (the “Agency”), whose address is: 910 9th Street SE Auburn, WA 98002

WHEREAS, the Agency is either a public agency or a non-profit organization that provides youth or amateur sports opportunities or acts as a fiscal sponsor for such Project;

WHEREAS, King County has selected the identified Agency to receive a Youth and Amateur Sports Fund (“YASF”) Grant award to assist in projects that provide increased athletic opportunities for the citizens of King County, Washington;

WHEREAS, the Agency shall utilize the award to address an athletic need in King County; and

WHEREAS, King County is authorized to administer the YASF grant project and enter into agreements for the use of King County funds by public agencies or not-for-profit organizations to provide a service to the public under King County Ordinance 18409 § 84;

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

1. The Agency shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

☒	Program Summary and Scope of Work	Attached hereto as Exhibit I
☒	Capital Budget	Attached hereto as Exhibit II
☒	Project Design Schematic	Attached hereto as Exhibit III

2. TERM

This Agreement shall commence on June 1, 2020, and shall expire on the December 31, 2021, unless extended or earlier terminated, pursuant to the terms and conditions of this Agreement.

3. PREMISES

This grant Project is located at:

910 9th Street SE
Auburn, WA 98002

4. PARTIES

All communication, notices, coordination, and other tenets of this Agreement shall be managed by:

On behalf of County:

Butch Lovelace, YSFG Project Manager
King County Parks and Recreation Division
201 South Jackson Street, Suite 700
Seattle, WA 98104-3855

Email: butch.lovelace@kingcounty.gov
Phone: 206.477.4577

On behalf of Agency:

Jamie Kelly, Parks Planning and Development Manager
910 9th Street SE
Auburn, WA 98002

Email: jwkelly@auburnwa.gov
Phone: 000-000-0000

5. COMPENSATION AND METHOD OF PAYMENT

- A. Excepting only Council directed grant funds, County shall authorize, at County's sole discretion, release of a portion of the grant funds, upon execution of this Agreement, and receipt of Agency's County-approved Scope of Work and Capital Budget (see Section 6). County shall initiate authorization for payment after approval of corrected invoices and required exhibits. County shall make payment to the Agency not more than thirty (30) days after a complete and accurate invoice and required documentation is received and approved.
- B. Agency shall submit its final invoice and any outstanding deliverables within fifteen (15) days of the date this Agreement expires or is terminated. If the Agency's final invoice and reports are not submitted by the day specified in this subsection, County will be relieved of all liability for payment to the Agency of the amounts set forth in said invoice or any subsequent invoice.

6. AGENCY DELIVERABLES

- A. Project Summary and Scope of Work. Agency shall provide a County-approved Project Summary and Scope of Work, attached hereto as **Exhibit I**. The Project Summary and Scope of Work shall describe Agency's capital project, facility use and programming, and description of its intended use of grant funds.

- B. Capital Budget. Agency shall provide a County-approved Capital Budget, attached hereto as **Exhibit II**. Agency shall apply the funds received from the County under this Agreement in accordance with said budget. If, at any time during the Term of this Agreement, Agency expects that the cumulative amount of transfers among the budget categories may exceed ten percent (10%) of the Agreement amount, then Agency shall notify County to request approval. Supporting documents necessary to explain fully the nature and purpose of the change(s) and an amended budget may be required for each request for such approval. County approval of any such amendment shall not be unreasonably withheld.
- C. Project Design Schematic. Agency shall provide a County-approved Project Design Schematic, attached hereto as **Exhibit III**.

7. COMMUNICATION

Agency shall recognize County as a “grant sponsor” for the grant project in the following manner:

- A. Events: Agency shall invite and recognize “King County Parks” at all events promoting the project, and at the final project dedication.
- B. Community Relations: Agency shall recognize “King County Parks” as a “grant sponsor” in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.

8. PUBLIC ACCESS

These funds are provided for the purpose of developing and/or supporting the delivery of sports activities or infrastructure for, but not exclusively serving, persons under twenty-four (24) years of age, and low and moderate income communities within King County. Fees for the Project shall be no greater than those generally charged by public operators or project providers in King County.

9. INTERNAL CONTROL AND ACCOUNTING SYSTEM

Agency shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards in accordance with Revised Code of Washington (RCW) Chapter 40.14.

10. MAINTENANCE OF RECORDS

- A. Agency shall maintain accounts and records, including personnel, property, financial, Project records, including Agreement deliverables, and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. These records shall be maintained for a period of six (6) years after the expiration or earlier termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.
- C. Agency shall inform the County in writing of the location, if different from the Agency address listed on page one of this Agreement, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

11. RIGHT TO INSPECT

County reserves the right to review and approve the performance of Agency with regard to this Agreement, and, at its sole discretion, to inspect or audit the Agency's records regarding this Agreement and the Project upon seventy-two (72) hours' notice during normal business hours.

12. COMPLIANCE WITH ALL LAWS AND REGULATIONS

Agency, in cooperation and agreement with the owners of the Premises, shall comply with all applicable laws, ordinances and regulations in using funds provided by the County, including, without limitation, those relating to providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA); and, to the extent applicable, those related to "public works," payment of prevailing wages, and competitive bidding of contracts. The Agency specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this Section by giving notice of demand for compliance in any instance. The Agency shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.

13. CORRECTIVE ACTION

- A. If the County determines that a breach of contract has occurred or does not approve of the Agency's performance, it will give the Agency written notification of unacceptable performance. The Agency will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to the Agency.
- B. The County may withhold any payment owed the Agency until the County is satisfied that corrective action has been taken or completed.

14. TERMINATION

- A. The County may terminate this Agreement in whole or in part, with or without cause, at any time during the Term of this Agreement, by providing the Agency ten (10) days advance written notice of the termination.
- B. If the termination results from acts or omissions of the Agency, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Agency shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Agency by the County.
- C. Any King County obligations under this Agreement beyond the current appropriation year are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation year.

15. FUTURE SUPPORT; UTILITIES AND SERVICE

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted for herein except as expressly set forth in this Agreement. The Agency understands, acknowledges, and agrees that the County shall

not be liable to pay for or to provide any utilities or services in connection with the Project contemplated herein.

16. HOLD HARMLESS AND INDEMNIFICATION

The Agency agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, or the Agency's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. The Agency's obligations under this Section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the County at the Agency's own expense;
- B. Indemnification of claims made by the Agency's employees or agents; and
- C. Waiver of the Agency's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the Agency.

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Agency agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Agency's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by Agency in conjunction with this Agreement. **The Agency's duties under this Section will survive the expiration or earlier termination of this Agreement.**

17. INSURANCE

- A. Liability Insurance Requirements. Notwithstanding any other provision within this Agreement, Agency and its subcontractors shall procure and maintain coverage and limits for no less than the following:
 - 1. Commercial General Liability. Insurance Service “occurrence” form CG 00 01 (current edition), to include Products-Completed Operations, insurance against claims for injuries to persons or damages to property that may arise from or in connection with activities under this Agreement. The insurance coverage shall be no less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate.

2. Automobile Liability. *If activities require vehicle usage.* Insurance Services form number CA 00 01 (current edition), covering BUSINESS AUTO COVERAGE, Symbol 1 “any auto”. If the grant includes the use of automobiles, the Limit of Liability shall be no less than One Million Dollars (\$1,000,000) per occurrence.
 3. Workers Compensation/Stop Gap. *If the recipient or its contractor(s) has/have employees.* Statutory Workers Compensation coverage and Stop Gap Liability for a limit no less than One Million Dollars (\$1,000,000) per occurrence.
 4. Professional Liability. *If the grant includes the use of Professional Services.* Professional Liability coverage shall be no less than One Million Dollars (\$1,000,000) per claim and in the aggregate.
 5. Sexual Misconduct Liability. *If the grant involves in-person work with minors.* Sexual Misconduct Liability coverage, at a limit of no less than Five Hundred Thousand Dollars (\$500,000) per occurrence and in the aggregate.
- B. If the grant involves the construction of a capital project or involves the purchase of equipment greater than Five Thousand (\$5,000) in value, the Agency shall provide “All Risk” Builders Risk or Property coverage for the full replacement value of the project/property built/purchased. King County shall be listed as an additional Loss payee as our interests may appear.
- C. King County and its officers, officials, employees and agents shall be covered as additional insured on Agency’s and its contractor(s’) commercial general liability insurance and, if applicable, commercial auto liability insurance, with respect to liability arising out of activities performed by the Agency and its contractors. Additional Insured status shall include Products-Completed Operations.
- D. To the extent of the Agency's or its contractor’s negligence, their insurance respectively shall be primary insurance with respect to the County, its officers, employees and agents. Any insurance or self-insurance maintained by the County, and its officers, officials, employees or agents shall not be subjected to contribution in favor of the Agency or its contractors insurance, and shall not benefit either in any way.
- Agency's and its contractors' insurance shall apply separately to each insured against whom a claim is made or a lawsuit is brought, subject to the limits of the insurer's liability.
- E. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after thirty (30) days' prior written notice has been given to and change in coverage accepted by King County.
- F. The insurance provider must be licensed to do business in the State of Washington and maintain a Best’s rating of no less than A-VIII. Within five (5) business days of County’s request, Agency must provide a Certificate of Insurance and Additional Insured Endorsement(s) (CG 20 10 11/85 or its equivalent) to the County. The Agency shall be responsible for the maintenance of their contractors' insurance documentation.
- G. If Agency is a municipal corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

H. **Agency's duties under this Section shall survive the expiration or earlier termination of this Agreement.** The Agency understands, acknowledges and agrees that for the relevant period of public use set forth in Section 8, the Agency shall maintain insurance and name the County as an additional insured, all of which shall be consistent with the requirements of this Section.

18. NONDISCRIMINATION

King County Code (“KCC”) chapters 12.16, 12.17 through 12.18 apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

19. CONFLICT OF INTEREST

KCC Chapter 3.04 (Employee Code of Ethics) is incorporated by reference as if fully set forth hence, and the Agency agrees to abide by all conditions of said chapter. Failure by the Agency to comply with any requirement of said KCC Chapter shall be a material breach of contract.

20. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

21. PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

- A. As between the County and the Agency, Agency shall be responsible to operate and maintain the completed Project at its own sole expense and risk. Agency shall maintain the completed Project in good working condition consistent with applicable standards and guidelines. Agency understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the Project in any way.
- B. Agency shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.
- C. Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Agreement funds. **Agency's duties under this Section shall survive the expiration of this Agreement.**

22. NOTICES

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing, and directed to the person specified in Section 4 of this Agreement. Any such notice shall be deemed to have been given on the date of delivery, if mailed, on the third (3rd) business day following the date of mailing; or, if sent by fax, on the first (1st) business day following the day of delivery thereof by fax. Notice sent solely by e-mail shall be deemed to have been given on the date of transmission. Either party may change its address, fax number,

email address, or the name of the person indicated as the recipient by notice to the other in the manner aforesaid.

23. ASSIGNMENT

Agency shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Agency must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

24. AMENDMENTS

This Agreement together with the attached exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole Agreement between the Parties. Either party may request changes to this Agreement. No modifications or amendment of this Agreement shall be valid or effective unless evidenced by an Agreement in writing signed by the Parties.

25. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the 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 the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

26. TAXES

Agency agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under RCW Chapter 82.29A; PROVIDED, however, that nothing contained herein will modify the right of the Agency to contest any such tax, and Agency shall not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

27. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

This Agreement is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

28. PARAGRAPH HEADINGS

The paragraph headings contained herein are only for convenience and reference and are not intended to be a part of this Agreement or in any manner to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

29. PUBLIC DOCUMENT

This Agreement will be considered a public document and will be available for inspection and copying by the public.

30. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, County and the Agency a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

31. SINGULAR AND PLURAL

Wherever the context will so require, the singular will include the plural and plural will include the singular.

32. PERMITS AND LICENSES

Agency shall design, develop and construct the Project in accordance with all applicable laws and regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities and improvements shall be performed by Agency at its sole expense and liability. Agency shall, at its sole cost and expense, apply for, obtain and comply with all necessary permits, licenses and approvals required for the Project,

33. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Agency.

34. POLICE POWERS OF THE COUNTY

Nothing contained in this Agreement will diminish, or be deemed to diminish, the governmental or police powers of the County.

35. ENTIRE AGREEMENT

This Agreement, including its attachments, constitutes the entire Agreement between the County and the Agency. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

KING COUNTY

City of Auburn

FOR

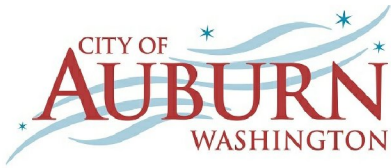
King County Executive

Signature

Date

NAME (Please type or print), Title

Date



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5545 (Hinman)

Department:

Administration

Attachments:

[Resolution 5545](#)

[Kim Roscoe Nomination Letter](#)

Date:

August 31, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5545.

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

Meeting Date: September 8, 2020

Staff:

Hinman

Item Number:

RES.C

RESOLUTION NO. 5545

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, IN SUPPORT OF THE MAYOR'S
APPOINTMENT NOMINATION OF FIFE MAYOR KIM
ROSCOE TO THE PIERCE TRANSIT BOARD

WHEREAS, on August 24, 2020, City of Auburn Mayor nominated City of Fife
Mayor for appointment to the Pierce Transit Board; and

WHEREAS, the Auburn City Council supports the appointment nomination.

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

Section 1. The Auburn City Council supports Mayor Backus's August 24, 2020
nomination of Fife Mayor Kim Roscoe to the Pierce Transit Board, which nomination is
attached hereto as Exhibit A.

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

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

Dated and Signed: _____

CITY OF AUBURN

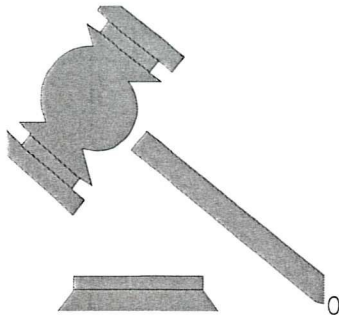
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney



NOMINATION FORM

The city/town of *(insert name of your municipality)*

city of Auburn

wishes to nominate Councilmember/Mayor *(insert nominee's name)*

Mayor Kim Roscoe

of the City of

(insert municipality name here) city of Fife to serve as

a member of the Board of Commissioners for Pierce Transit who will represent the

Cities/Towns of Auburn, Pacific, Gig Harbor, Fife, Milton, Steilacoom and Ruston and will

fill a three-year term beginning October 12, 2020. After all nominations are received, a final

ballot listing all nominees will be distributed to the cities for final vote.

Date: 8/26/2020

By: Nancy Backus

Title: Mayor of Auburn

Please return Nomination Form to Pierce Transit no later than

5:00 PM on August 26, 2020.

Djacobson@piercetransit.org

P: 253-581-8066

August 24, 2020

Pierce County Transit Board
C/O Clerk of the Board
3701 96th St SW
Lakewood, WA 98499-4431

RE: Nomination to the Pierce Transit Board

Given the growing population in South King & Pierce Counties, we believe it's vital to have fair representation on the Pierce Transit Board. Therefore, the City of Auburn proudly nominates Mayor Kim Roscoe to the open seat on the board.

Mayor Roscoe is a strong believer in the value of transit and the critical part it plays in connecting people to their jobs, their families, and their communities. A few of her qualifications and connections that she would bring to the Pierce Transit Board include:

- **Sound Transit Board Member:** She is currently serving as one of Pierce County's four (4) members on the Sound Transit Board, allowing her to advocate for Pierce County's interests in the high-capacity-transit arena. She has stated her commitment to the Pierce Transit Board would be to report at least twice per year to all of the represented cities (Auburn, Fife, Gig Harbor, Milton, Pacific, Ruston, and Steilacoom) on Sound Transit initiatives in order to ensure Sound Transit decisions that affect our jurisdictions are well communicated and transparent. Additionally, having Mayor Roscoe on both transit boards would help ensure a consistent voice for Pierce County as intra-transit service issues arise.
- **Involvement with South Sound Housing Affordability Partners (SSHAP):** She is an active participant in South Sound Housing Affordability Partners and would seek to use that role within SSHAP to push for more transit equity and additional links between transit and affordable housing.
- **Adjacency to a world class Port and involvement in Gateway project:** I believe that Fife's adjacency to a major cargo container port – the Port of Tacoma – helps provide her with important knowledge regarding traffic patterns and transportation needs within the county. Additionally, Fife's role as an active player for the SR 167/SR 509 Gateway project enhances her understanding of connections to, through, and among communities on or near that corridor.
- **New Elementary School to be located in Fife** – serving both Fife and Milton families: Being on the Pierce Transit Board would enable her to help working for public transportation initiatives that would serve the families of both cities that rely on transit to get to and from activities and events at the elementary school.

I hope you see what I do, that Mayor Kim Roscoe is the best candidate to serve for this open seat. She is prepared to sit as a trusted board member of Pierce Transit who acts both locally and regionally to serve the needs of Pierce County. I personally work side-by-side with her on both the Sound Transit Board and South Sound Housing Affordability Partners and can speak first hand to her grasp of the global issues around transportation, equitable mobility, and affordability in our region. She would be a valuable asset to the Pierce Transit Board.

Sincerely,

A handwritten signature in blue ink that reads "Nancy Backus". The signature is fluid and cursive, with the first name "Nancy" and last name "Backus" clearly distinguishable.

Nancy Backus
Mayor
City of Auburn