

City Council Study Session
August 22, 2016 - 5:30 PM
City Hall Annex - 1 East Main Street
AGENDA

[Watch the meeting LIVE!](#)

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

I. CALL TO ORDER

A. Roll Call

II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Resolution No. 5246 (15 Minute Presentation/10 Minute Q&A)* (Snyder)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor and City Clerk to execute an agreement between the City of Auburn and the University of Washington for the Livable City Year Program

B. Ordinance No. 6600 (5 Minute Presentation/15 Minute Q&A)* (Snyder)

An Ordinance of the City Council of the City of Auburn, Washington, creating new Sections 18.04.115, 18.04.237, 18.04.238, 18.04.523, and 18.04.617, of the City Code, amending Sections 18.04.325, 18.04.622, 18.04.823 (formerly section 18.04.495), 18.07.020, 18.07.030 and 18.31.220 of the City Code and repealing Section 18.31.230 of the Auburn City Code, and providing for the amortization of setback requirements, relating to zoning and land use code provisions for animals

C. Ordinance No. 6614 (5 Minute Presentation/5 Minute Q&A)* (Snyder)

An Ordinance of the City Council of the City of Auburn, Washington, approving the vacation of right-of-way in the vicinity of the 50 foot right-of-way and the 14 foot alley south of East Main Street and east of A Street SE

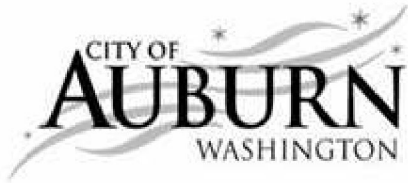
D. Ordinance No. 6616 (5 Minute Presentation/5 Minute Q&A)* (Snyder)

An Ordinance of the City Council of the City of Auburn, Washington, creating a new Chapter 12.06 of the Auburn City Code enacting a Complete Streets Policy

IV. ADJOURNMENT

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

**Denotes attachments included in the agenda packet.*



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5246 (15 Minute Presentation/10 Minute Q&A)

Date:

August 12, 2016

Department:

Community Development &
Public Works

Attachments:

[Resolution No. 5246](#)
[Exhibit A - Agreement](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:**

Please find attached advance materials for the August 22nd Council Study Session discussion on the Master Agreement between the University of Washington and the City of Auburn for the Livable City Year Program. Attachments include Master Agreement for the Livable City Year Program between the University of Washington and the City of Auburn, WA; and Resolution No. 5246.

Once signed, the Master Agreement for the Livable City Year Program between the University of Washington and the City of Auburn, WA will become effective on September 28, 2016, and will terminate on September 27th, 2017. The City's total financial obligation will not exceed \$100,000.00. The City will develop up to 25 projects for inclusion into the LCY Program, with each final project formalized through individual scopes of work.

The University will, consistent with the scope of work for each project, prepare and provide final reports and student-generated materials in electronic and paper format. Final reports will present a summary of coursework, key findings, examples of student work, and recommendations for each project. University will also provide and supervise students familiar with the projects to assist in the development of final reports to be provided to the City.

Adoption of Resolution No. 5246 and signature of this Master Agreement will initiate the formal Livable City Year partnership between the University of Washington and the City of Auburn for the 2016-2017 academic year. With a formalized agreement, University professors can begin conversations with City project managers, allowing both to create and finalize individual scopes of work for selected projects. Individual

scopes of work will be finalized in advance of their corresponding academic quarters, and will roughly follow the schedule outlined below:

UW Livable City Year 2016-2017 Calendar of Events

September 2016:	Scopes of work finalized for fall quarter projects
September 28, 2016:	Fall quarter begins
October 6, 2016:	LCY Kick-Off Event, hosted by UW
November 2016:	Scopes of work finalized for winter quarter projects
December 9, 2016:	Last day of fall quarter
January 3, 2017:	Winter quarter begins
February 2017:	Scopes of work finalized for spring quarter projects
March 10, 2017:	Last day of winter quarter
March 27, 2017:	Spring quarter begins
May 2017:	End of Year Celebration, hosted by City of Auburn
June 2, 2017:	Spring quarter ends

As noted in the Master Agreement (and listed above), there will be two celebratory events incorporated into the Livable City Year program. The first will be a kick-off event that will be hosted by the University of Washington. This event will bring together students; professors; UW officials; City of Auburn project managers; City of Auburn Mayor, Councilmembers, and junior councilmembers; and Livable City Year program coordinators to celebrate the inaugural Livable City Year partnership. This event is tentatively scheduled for October 6th, 2016. The second event will be a celebration of achievements, and will be held in Auburn in May. This event will invite all who participated in the Livable City Year program throughout the year, and will highlight achievements and successes. Details of each celebration will be provided to Council in advance of each event, to allow for interested Councilmembers to attend.

*Due to unforeseen scheduling conflicts, the University of Washington Livable City Year Program Coordinator will not be able to attend the August 22nd Council Study Session. In anticipation of the upcoming Study Session, I invite councilmembers to forward any questions regarding specifics of the Master Agreement or Resolution No. 5246 to Mayor Backus and myself at jeonard@auburnwa.gov in order for me to provide detailed responses at the August 22nd Study Session.

Reviewed by Council Committees:

Other: Legal, Env Svs.

Councilmember:

Staff:

Snyder

Meeting Date: August 22, 2016

Item Number: DI.A

RESOLUTION NO. 5246

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND THE UNIVERSITY OF WASHINGTON FOR THE LIVABLE CITY YEAR PROGRAM

WHEREAS, the University of Washington is implementing it's Livable City Year program, which pairs the University with a local government for a yearlong partnership, where students and faculty of the University are engaged to address projects that support and enhance livability; and,

WHEREAS, the City of Auburn has been selected by the University of Washington to be its pilot-year partner for the University's 2016-2017 academic year; and,

WHEREAS, the City of Auburn has identified multiple projects that the City understands are eligible and appropriate municipal and community sustainability and livability activities to be undertaken through the Livable City Year program; and

WHEREAS, the Livable City Year program provides resources that would not otherwise be available to the City for implementing projects that will benefit residents, property owners, and businesses within the City; and

WHEREAS, the City is authorized by RCW 35A.11.040 to cooperate with the University to exercise its powers to accomplish projects that enhance community sustainability and livability; and

WHEREAS, the City Council of the City of Auburn finds that participation in the University's Livable City Year program would benefit the public health, safety, and welfare.

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

Section 1. That the Mayor and City Clerk are hereby authorized to execute an Agreement between the City and the University of Washington to conduct the Livable City Year program, which agreement shall be in substantial conformity with the agreement attached hereto as Exhibit A and incorporated herein by this reference.

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

Section 3. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2016.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

**MASTER AGREEMENT FOR
THE LIVABLE CITY YEAR PROGRAM**

between

The University of Washington

and

The City of Auburn, WA

This Master Agreement (“Agreement”) is between the City of Auburn, WA, a noncharter code city in the State of Washington (“City”), and the University of Washington, an institution of higher education and an agency of the State of Washington, having its principal campus located in Seattle, Washington (“University” or “UW”), together, “the Parties.”

RECITALS:

City provides a variety of services, programs and infrastructure to meet the needs of City area residents, businesses and visitors. To better serve the community, City proactively pursues partnership and grant opportunities to address known redevelopment, economic development, transportation and parks planning, and general planning needs, subject to available staff time and funding.

The University has special expertise to develop specific year-long engagements with communities through a Livable City Year Program (“LCYP”). Through collaboration with the selected community, Livable City Year (LCY) seeks to promote research, education, service, and public outreach related to the development of livable communities and sustainable cities.

LCY is a collaboration of faculty and students from multiple academic disciplines, including architecture, landscape architecture, business, journalism, public policy and management, law and others. Focused on enhanced student learning through an examination of the real-world issues facing local government, the program is funded through a variety of grant resources and a match from a selected community.

The City and University have agreed to establish a LCYP for the University’s 2016-17 academic year. This Master Services Agreement establishes the mutual understandings and agreements related to the LCYP.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Period of Performance.

This Agreement is effective on September 28th, 2016 and will terminate on September 27th, 2017. This Agreement may be extended by mutual written agreement of the parties.

2. Task Orders.

“Task Order” refers to the document that authorizes performance of specific services, each, “a Project”, under this Agreement. A template Task Order is attached as **Exhibit A**. University will perform the services described in each Task Order that has been fully signed by authorized representatives of the parties. City has attached a Proposed Project list as **Exhibit B**.

3. Scopes of Work.

The Scope of Work for each Task Order will describe the specific services to be performed, include the following:

3.1. A description of the purpose of each Project;

- 3.2. Identified Project objectives and deliverables;
- 3.3. A timeline and major milestones;
- 3.4. Project cost;
- 3.5. Invoicing and payment schedules for each Project; and
- 3.6. City and University Project-specific contact information.

4. **Project Duties.**

- 4.1. **Duties of City.** City will develop up to 25 Projects and collaborate with the University to specify a Scope of Work for each Project. City will provide technical assistance and relevant information in support of the Projects, including but not limited to existing data sets and previously prepared reports, findings, architectural plans and maps, and stakeholder or public engagement activity summaries. City will also host student field trips in an effort to establish context for each Project. City will participate in a kick-off event, mid-course reviews of student progress, end of term final presentations, and year-end activities. City will organize stakeholders or public engagement activities as necessary in support of each Project. City may involve its public partners as well as private for profit and non-profit entities in the LCY program subject to University approval.
- 4.2. **Duties of University.** The University will, consistent with the Scope of Work for each Project, prepare and provide final reports and student-generated materials in electronic and paper format. The final reports will present a summary of coursework, key findings, examples of student work, and recommendations for each Project. The final report for each Project will include a summary of the work done over the term as well as an executive summary (if applicable) that highlights lessons learned and key takeaways. University will provide and supervise students familiar with the Projects to assist in the development of the final reports. The University will coordinate at least one event to kick off (at University) and one final event in the City to conclude the 2016-17 academic year to involve University faculty and students and City officials and staff.

5. **University Obligations.**

- 5.1. University will provide recommendations related to the development of livable communities and sustainable cities as specifically related to each Scope of Work for each Project issued by City and approved by University. The obligations defined and described in each individual Scope of Work will there in after be referred to as “Work.” Each Scope of Work will include a fixed price amount. City and University may agree to a change in the Scope of Work; provided, however that any such change will require that City and University have first negotiated any appropriate change to the fixed price amount based on the changed Scope of Work. Any such change to the fixed price amount must be by written amendment to the relevant Task Order approved by an authorized representative of each party.
- 5.2. City will not be responsible to provide University any labor, materials, supplies, equipment, office space, shop space, reference and background data and information, and all other things necessary for the performance of the Work described in each Scope of Work, except as otherwise expressly provided therein.
- 5.3. University will provide City with invoices monthly in conformance with Sections 6 and 7.
- 6. **City’s Obligations.** City will pay University the agreed upon fixed price for each Project as set forth in each Scope of Work. In no event will City be obligated to reimburse more for a particular Project than the fixed price identified in the Scope of Work. The total amount to be paid by City to the University pursuant to this Agreement will not exceed \$100,000.00.
- 6.1. The City will ensure that payment of the invoiced amount is made to University no later than 60days after receipt of the invoice submitted in accordance with the respective Work Order.

7. Invoice and Payment Addresses.

7.1. Invoice Address. University will submit invoices to:

Attn: CDPW-Environmental Services
City of Auburn
25 West Main Street
Auburn, WA 98001

7.2. Payment Address. City will submit payments to:

University of Washington
Grant and Contract Accounting
12455 Collections Drive
Chicago, IL 60693
Ref: A117060

8. Funds Available and Authorized.

City certifies at the time of signing each Task Order that within City's current appropriation or limitation it has sufficient funds available and authorized for expenditure to cover all payments that Task Order requires.

9. Termination.

The parties may mutually agree to terminate this Agreement or any Task Order at any time; provided however, that the terms of this Agreement shall apply to any Task Order in progress at the time of such Termination. Either party may terminate this Agreement or Task Order with 30 calendar days written notice to the other party's Business Contact. If City terminates this Agreement or a Task Order, it will pay University for services rendered, work performed, non-cancellable obligations created, and costs incurred up to the date of termination in conformance with each Task Order.

10. Ownership of the Work Product.

10.1. Creation; Determination. The parties agree that ownership of and other rights in any intellectual property created by the University in the course of providing the Services under this Agreement will be determined in accordance with the laws of the United States and the State of Washington and the UW's "Patent, Invention, and Copyright Policy" (<http://www.washington.edu/admin/rules/policies/PO/EO36.html>). Except as otherwise expressly provided herein, neither party shall by reason of this Agreement or its performance obtain any right, title, license or other interest, either express or implied, to the other party's intellectual property.

10.2. University Work Product. All work product and intellectual property including, without limitation, any inventions, improvements and discoveries conceived including, all computer software, copyrightable works, material, reports and data created in the course of performance of the Work ("Work Product") University produces under this Agreement is the property of University. University grants to City a royalty-free, non-exclusive, non-commercial and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, that Work Product for any governmental purpose.

10.3. City Work Product. All Work Product City produces under this Agreement is the property of City. City grants to University a royalty-free, non-exclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use, that Work Product for research and educational purposes.

10.4. Joint Work Product. All work product and intellectual property including, without limitation, any inventions, improvements and discoveries conceived including, all computer

software, copyrightable works, material, reports and data produced by University and City together in the course of performance of the Work ("Joint Work Product") shall be jointly owned by the City and University and both may reproduce, publish or otherwise use, and to authorize others to use the Work Product produced by both parties jointly under this Agreement.

10.5. Infringement Indemnification. Subject to the limitations specified in Section 17 of this Agreement, City will fully indemnify and hold harmless University, its Regents, its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, liabilities, damages, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review), which may be brought or made against University its agents, officials or employees and arising out of or related to the infringement of any state or federal copyright, trademark or any other applicable intellectual property laws caused by University's use of City Work Product as provided under this Agreement. Each party shall promptly notify the other in writing of any action, claim or demand that said party reasonably expects to result in an indemnifiable loss.

11. Disclaimer.

University will conduct the Project in accordance with generally-accepted professional standards of workmanship and effort at a quality comparable to research performed at major public and private research universities within the United States. City understands that all Work is experimental in nature and that the outcome of the Project is inherently uncertain and unpredictable. City agrees and acknowledges that University has not made and does not make any representation, guarantee or warranty, express or implied, regarding the results of the Project. EXCEPTING ONLY AS EXPRESSLY PROVIDED IN THIS AGREEMENT, UNIVERSITY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY DISCLAIMS ALL SUCH WARRANTIES AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO: (i) THE PROJECT AND ANY RESULTS OF THE PROJECT; (ii) DATA, REPORTS, INFORMATION OR RESEARCH PROVIDED BY EITHER UNIVERSITY OR CITY; AND (iii) ANY INVENTION OR PRODUCT, OR OWNERSHIP THEREOF, WHETHER TANGIBLE OR INTANGIBLE, TESTED, CONCEIVED, DISCOVERED, OR DEVELOPED IN THE PROJECT OR IN CONNECTION WITH CONDUCTING THE PROJECT UNDER THIS AGREEMENT.

12. Limitation of Damages.

In no event shall either party be liable to the other party for any claims by the other party for indirect, incidental, consequential, special, punitive, or exemplary damages, including lost profits, arising or alleged to arise from this Agreement, its breach, or the transactions contemplated herein, however caused, under any theory of liability.

13. Insurance.

The parties shall maintain during the term of this Agreement insurance coverage or an equivalent program of self-insurance as follows:

1. Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate limit, and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury.
2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
3. Professional Liability insurance with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit, and shall cover insurance appropriate to the parties' profession.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

University is self-insured under RCW 28B.20.253.

14. Notice and Contacts.

14.1. Notices. Except as otherwise expressly provided in this Agreement, the parties will provide any communications or notices in writing by personal delivery, facsimile, first-class mail (postage prepaid) or email to the other party at their address set forth below unless either party has designated a different contact with a previous notice.

14.2. Effective Date. All notices a party mails are effective three (3) days after the party mails the notice. All notices a party sends by facsimile or email are effective when the transmitting machine generates receipt of the transmission. All communications or notices a party delivers in person are effective when that party actually delivers the notice.

14.3. Contacts.

Communications concerning work to be performed under this Agreement will be sent to:

City (Technical)

Jenna Leonard
LCY Program Manager
CDPW - Environmental Services
City of Auburn
25 West Main St.
Auburn, WA 98001
253-804-5092
jleonard@auburnwa.gov

University (Technical)

Branden Born
Associate Professor, Urban Design & Planning
College of Built Environments
University of Washington
410 Gould Hall
Seattle, WA 98105
206-543-4975
bborn@u.washington.edu

Communications regarding this Agreement will be sent to:

City (Business)

Chris Andersen
Environmental Services Manager
City of Auburn
25 West Main St.
Auburn, WA 98001-4998
253-876-1962
candersen@auburnwa.gov

University (Business)

Office of Sponsored Programs
University of Washington
4333 Brooklyn Ave NE
Seattle, WA 98105
206-543-4043
osp@uw.edu

City (Invoices)

Attn: CDPW – Environmental Services
City of Auburn
25 West Main St.
Auburn, WA 98001-4998
253-288-4318
environmentalservices@auburnwa.gov

University (Invoices)

Grant and Contract Accounting
University of Washington
4300 Roosevelt Way NE, Ste 300
Seattle, WA 98105
206-616-9995
gcahelp@uw.edu

In the case of a legal notice relating to a dispute, claim or controversy arising out of or relating to this Agreement, a copy of such notice shall also be provided to:

City Attorney's Office
Attn: City Attorney

Washington State Attorney General's Office
University of Washington Division

25 West Main St.
Auburn, WA 98001-4998

Attention: Senior Assistant Attorney General
4333 Brooklyn Ave NE, 18th Floor
Box 359475
Seattle, WA 98195-9475

250-8043108 (Voice)
253-931-4007 (Facsimile)

206-543-4150 (Voice)
206-543-0779 (Facsimile)
agouw@u.washington.edu (Electronic Mail)

15. Disputes; Governing Law; Attorney's Fees

15.1. Notice of Dispute, Negotiation and Mediation. Prior to commencing any legal action, the parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate such negotiations by providing written notice to the other party specifying that this provision of this Agreement is being utilized and setting forth the subject of the dispute and the relief requested. The party receiving such notice will respond in writing within ten business (10) days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority shall meet at a mutually agreeable time and place in Seattle, Washington within ten business (30) days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt in good faith to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable and recognized nonbinding mediation service prior to initiating legal action. Any such mediation shall be conducted in Seattle, Washington and the costs of the mediation service shall be shared equally by the parties.

15.2. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and enforced according to the laws of the State of Washington and the United States, without giving effect to its or any other jurisdiction's choice of law provisions, and the Superior Court of Washington for King County shall have exclusive jurisdiction and venue of all disputes arising under this Agreement, except that in any case where the courts of the United States shall have exclusive jurisdiction over the subject matter of the dispute, the United States District Court for the Western District of Washington, Seattle division, shall have exclusive jurisdiction and venue.

15.3. Attorney Fees. In any action sought to enforce or interpret this Agreement or any provision of this Agreement, each party shall bear its own attorney's fees and costs.

16. Confidential Information.

The parties acknowledge that they have not and that they do not anticipate disclosing to each other any confidential or proprietary information in connection with this Agreement or a Project undertaken in connection with this agreement. In the event that a party believes that a disclosure of confidential or proprietary information will be required to carry out a Project, such party will promptly notify the other party and request that the parties enter into an appropriate confidential disclosure agreement on terms mutually agreeable to both parties. Unless and until any such confidential disclosure agreement has been executed by the duly authorized representatives of the parties, nothing in this Agreement, a task order executed in connection with this Agreement, a Project, or the results of a Project will be deemed to be confidential or restricted from disclosure by either party to any third party.

17. Family Educational Rights and Privacy Act.

City agrees to protect the confidentiality of student information and to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations, specifically

20 U.S.C. 1232g, 34 C.F.R. § 99.1 et seq., and University Policy 571-020, with respect to any redisclosure of personally identifiable information from education records obtained from the University.

18. Independent Contractors.

The Parties are independent contractors and nothing in this Agreement creates a partnership, agency, or joint venture between the parties. Neither party has the power to bind or obligate the other in any manner, other than as this Agreement expressly sets forth. Each party is responsible for wages, hours, benefits, taxes, and workers' compensation and conditions of employment of their respective personnel under this Agreement.

19. Indemnity.

19.1. University. To the extent permitted by the laws of the State of Washington, University will defend, indemnify, and hold City harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from University or its employees' or agents' negligent acts or omissions under this Agreement.

19.2. City. To the extent permitted by the laws of the jurisdiction in which City's headquarters is located, City will defend, indemnify, and hold University harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from City or its employees' or agents' negligent acts or omissions under this Agreement.

20. Sovereignty.

Nothing in this Agreement is a waiver of University's or City's sovereign or governmental immunities.

21. Survival.

All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

22. Severability.

If a court of competent jurisdiction determines any term or provision of this Agreement is invalid or unenforceable to any extent, it will not be affected the remainder of this Agreement, and each term and provision of this Agreement will remain valid and enforceable to the fullest extent law allows.

23. No Third Party Beneficiaries.

University and City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

24. Compliance.

The parties agree to comply with all applicable Federal, state, and local laws, including but not limited to those regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability; and any applicable laws relevant to the protections of human subjects involved in Research.

25. Export Control.

City understands that the parties are subject to and that Washington's obligations under this Agreement are contingent upon compliance with certain laws and regulations of the United States applicable to the export of technical data and information, computer software, laboratory prototypes and other commodities (including without limitation the Arms Export Control Act, as amended, and the Export Administration Act of 1979) ("Export-Controlled Materials"). City understands that the transfer of any Export-Controlled Materials to City under this Agreement or under any other

agreement entered into pursuant to this Agreement, including transfers to City's affiliates and permitted uses by certain third parties, may require a license from a cognizant agency of the United States Government and/or written assurances by City that City shall not transfer Export-Controlled Materials to certain foreign countries without the prior approval of an appropriate agency of the United States government. The University neither represents that any such export license shall not be required, nor that, if required, it shall be issued. City agrees that it will not provide or make accessible to University any Export-Controlled Materials without first notifying University in writing of the existence and nature of the Export-Controlled Materials and obtaining the prior written agreement of the University, through a duly-authorized University representative, for the University to receive such Export-Controlled Materials. All Export-Controlled Materials shall be conspicuously labeled "Export Controlled" together with any applicable Export Control Classification Number.

26. Bayh-Dole Requirements.

In the event University receives any funding from a funding agency of the U. S. government for a Project in connection with any Task Order, City understands and agrees that the intellectual property or other similar rights covered by this Agreement may be subject to the rights and limitations of U.S. Public Laws 96-517 and 98-620, 35 USC §§200-211, and various implementing regulations, including those codified at 37 CFR Part 401, known generally and collectively as "Bayh-Dole Requirements." In such case, the parties agree to include, where applicable, in any application for a U.S. Patent a statement fully identifying the rights of the U.S. government under the Bayh-Dole Requirements; and City acknowledges that the University shall be required to grant the U.S. government a worldwide, non-exclusive, royalty-free license for such invention covered by any Patent notwithstanding anything in this Agreement to the contrary.

27. Non-Waiver.

If either party fails to enforce any provision of this Agreement, it does not constitute that party's waiver of that or any other term or provision of this Agreement.

28. Force Majeure.

Nonperformance by a party, other than payment of any amounts due hereunder by City, shall not operate as a default under or breach of the terms of this Agreement to the extent and for so long any such nonperformance is due to: strikes or other labor disputes; prevention or prohibition by law; the loss or injury to products in transit; an Act of God; or war or other cause beyond the control of such party.

29. Execution and Counterparts.

The parties may execute this Agreement in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Agreement), each of which the parties will consider an original and all of which together will constitute one and the same agreement. At the request of a party, the other party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting party.

30. Entire Agreement; Modification.

This Agreement, including all exhibits and attachments, constitutes the sole agreement between the parties with respect to is subject matter. The parties may only amend it in writing signed by an authorized representative of each party. Executed Task Orders may only be amended in a writing signed by authorized representatives of each party.

31. Agreement Interpretation.

31.1. All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply.

- 31.2.** As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neutral expressions shall be interchangeable.
- 31.3.** Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

[SIGNATURES APPEAR ON NEXT PAGE]

CITY OF AUBURN

UNIVERSITY OF WASHINGTON

Signature

Signature

Nancy Backus

Name

Name

Mayor, City of Auburn

Title

Title

Date

Date

Tax ID No. 91-6001228

Tax ID No. 91-6001537

Exhibit A–Template Task Order

Exhibit A – Template Task Order Cover Sheet

(See 3, Scopes of Work for content detail)

Task Order No. _____

Pursuant to the MASTER AGREEMENT (“Agreement”) between the City of Auburn (“City”) and University of Washington (“University”) effective _____, University will undertake this Task Order as follows:

1. University staff will provide the services described in Attachment 1, attached hereto and incorporated herein.
2. Period of Performance in conformance with the Agreement requirements and specific requirements of Attachment 1.
3. Fixed Price: \$_____, payable per Sections 6 and 7 of the Agreement and in accordance with the following invoicing schedule:
 - a. XX% upon execution of this Task Order;
 - b. XX% upon delivery of the final report.
4. Funds Available and Authorized. City certifies at the time of signing this Task Order that within City’s current appropriation or limitation it has sufficient funds available and authorized for expenditure for all payments that this Task Order requires.
5. Additional Terms: _____

Acknowledged and accepted:

UNIVERSITY OF WASHINGTON

CITY OF AUBURN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit B. Initial List of City Projects

Administration

Auburn Urban Artists in Action
Cultural / Neighborhood Mapping
Neighborhood Matching Grant Use: Beautification Projects
Mobile Home Refurbishing
CDBG Planning
Human Service Resource Gaps & Overlaps
Assessment of City of Auburn Mayor's Taskforce on Homelessness Recommendations
Study of Resident Awareness & Preparedness for Emergencies
Small Business Incubator/Accelerator Study
Innovation Partnership Zone Expansion

Community Development & Public Works

Parking Management
Comprehensive Plan E-Reader
Marketing & Awareness of City Values
Crime Prevention Through Environmental Design (CPTED)
Incentives for Maintaining an Aging Existing Housing Stock
Tools that Monitor the Health, Condition, Type, and Spatial Distribution of Housing
Connectivity Element to the City's Comprehensive Plan
Graffiti Management
Developing Level of Service of Parks & Trails
Incentives for Establishment of More Healthy Food Alternatives to More Sections of the City
Community Placemaking
Impression Corridor Outreach & Marketing
International Green Construction Code
Climate Action Plan
Long-term Management Plan for Environmental Sites
Storm Utility – Bowman Creek On-Site Septic System
Storm Utility T Basin – Pet Waste
Storm Utility LID Feasibility Mapping
Storm Utility LID Maintenance Costs
Storm Utility Python Data QC
Sewer Utility Wastewater Discharge Behaviors
Traffic Collision Analysis Tool

Finance

Auburn School District Food Waste Prevention Outreach & Education
Campaign to Address Litter & Illegal Dumping in Auburn

Human Resources / Risk Management

Community Court Program

Innovation and Technology

Homelessness Assessment

Buy Local Program
Utility Rate Analysis
Smarter Cities
Garbage & Recycling Contract Analysis
3D Modeling
Broadband Coverage & Strengths
Environmental Data Inventory
Amphitheater Traffic Analysis

Parks, Arts, & Recreation

Cultural Art, Theater, & Plaza Plan
Trail Connectivity Feasibility Study

Police

Needs Assessment for Future Public Safety Building



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6600 (5 Minute Presentation/15 Minute Q&A)

Date:

August 16, 2016

Department:

Community Development & Public Works

Attachments:

[Proposed Ordinance No. 6600](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Ordinance No. 6600

Background Summary:

The proposed ordinance would modify the City's regulations for the keeping of animals on residential properties, as summarized below. Discussions were held with the Planning Commission in February 2, and March 8, of this year along with a final presentation on May 3rd followed up with a formal public hearing conducted on May 17th*.

The Planning Commission's recommendation of proposed changes is summarized as follows:

- 1) add new definitions and regulations for beekeeping
- 2) update definitions and regulations for keeping domestic fowl (e.g. chickens)
- 3) modify the definition for small domestic animals ("household pets") to except animals such as fish
- 4) modify and clarify the definition for medium domestic animals (e.g. miniature goats)
- 5) modify and clarify the definition for large domestic animals (e.g. horses)
- 6) combine the existing two code sections that contain the regulations for keeping animals into one section, update incorrect or non-applicable code verbiage (e.g. licensing requirements for potbelly pigs does not exist) in these sections, and other general updates (e.g. add chicken coops must meet setbacks)
- 7) add section that requires existing areas or structures housing animals to meet these updated Code provisions for setbacks within 30 days of notification by the City. Language is included that allows a request for extension beyond the 30 days.

Additionally, at the May 17th public hearing, the Planning Commission initiated a discussion about the maximum number of small domestic animals (e.g. cats and

dogs) that a property owner is allowed to have on their property. Staff did not initiate this conversation nor did any members of the public. The Planning Commission looked at a section of code that has been in place since prior to the mid 1980's which establishes the limit of domestic animals at four (4). While the purpose of the staff initiated amendments was to address targeted areas of the existing code, the limit of 4 small domestic animals is not an area that staff believed needed to be changed. Nonetheless, the Planning Commission asked staff why the limit was set at 4. Not knowing that this would be an area of concern, Staff did not know the history of how the number 4 was derived. The Planning Commission felt that this limitation was arbitrary and voted to recommend that it be increased to 5. Staff has no basis for recommending that this limit be increased from 4 to 5 and believes that 5 is equally arbitrary. Additionally, since staff is not able to produce documentation that the existing limit of 4 is problematic, staff is a bit perplexed at the rational for changing the limit from 4 to 5. A change to 5 animals would also necessitate a further change to ACC 6.04.040 "Maximum number of dogs or cats". Staff encourages City Council to consider the appropriateness of this part of the Planning Commission's recommendation

At the June 20, 2016 City Council meeting, the Council remanded the section of the ordinance relating to setbacks for structures and areas housing domestic fowl back to the Planning Commission for further consideration. Staff introduced the remand to the Planning Commission on July 12, 2016 and brought forward a more in-depth discussion on August 16, 2016. The Planning Commission discussed several options that were presented by City Staff and have made a recommendation to allow the structures and yard areas housing (or containing) domestic fowl only in the rear yard and no closer than 10 feet to a rear or side property line.

Reviewed by Council Committees:

Other: Planning, Legal, & Building

Councilmember:

Staff:

Snyder

Meeting Date: August 22, 2016

Item Number: DI.B

ORDINANCE NO. 6 6 0 0

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, CREATING NEW SECTIONS 18.04.115, 18.04.237, 18.04.238, 18.04.523, AND 18.04.617, OF THE CITY CODE , AMENDING SECTIONS 18.04.325, 18.04.622, 18.04.823 (FORMERLY SECTION 18.04.495), 18.07.020, 18.07.030 AND 18.31.220 OF THE CITY CODE AND REPEALING SECTION 18.31.230 OF THE AUBURN CITY CODE, AND PROVIDING FOR THE AMORTIZATION OF SETBACK REQUIREMENTS, RELATING TO ZONING AND LAND USE CODE PROVISIONS FOR ANIMALS

WHEREAS, the current language of the Auburn City Code includes zoning and land use code provisions that address various different animal and pet regulations; and

WHEREAS, with respect to some of those provisions, additions to and modifications of provisions would be valuable for the City to be better able to address issues related to the zoning and land use issues in ways that accommodate the interaction between the City's nuisance codes.

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

Section 1. New Section to City Code. That a new Section 18.04.115 of the Auburn City Code be, and the same hereby is created to read as follows:

18.04.115 Apiary

"Apiary" ("apiaries") means a place where honey bees (*apis mellifera*) are kept; a collection of beehives. "Beekeeping" is included under this definition.

Section 2. New Section to City Code. That a new Section 18.04.237 of the Auburn City Code be, and the same hereby is created to read as follows:

18.04.237 Chicken coop.

"Chicken coop" means a building for housing and weather protection for domestic fowl. The chicken coop is treated as an accessory structure.

Section 3. New Section to City Code. That a new Section 18.04.238 of the Auburn City Code be, and the same hereby is created to read as follows:

18.04.238 Chicken run.

"Chicken run" or "chicken pen" means an area enclosed by fencing or netting which may or may not be connected to a coop within which domestic fowl can move about freely within a limited portion of the property or site.

Section 4. New Section to City Code. That a new Section 18.04.523 of the Auburn City Code be, and the same hereby is created to read as follows:

18.04.523 Large domestic animal.

"Large domestic animal" means horses, ponies, donkeys, cows, standard size goats, llamas, oxen, standard size pigs, and other similar sized animals.

Section 5. New Section to City Code. That a new Section 18.04.617 of the Auburn City Code be, and the same hereby is created to read as follows:

18.04.617 Medium domestic animal.

"Medium domestic animal" means potbelly pigs, miniature goats, miniature horses, and other similar sized animals that are larger than a small domestic animal and smaller than a large domestic animal.

Section 6. Amendment to City Code. That Section 18.04.325 of the Auburn City Code be and the same hereby is amended to read as follows:

18.04.325 Domestic fowl and poultry.

"Domestic fowl and poultry" includes all species of chickens, turkeys, geese, ~~and~~ ducks, pigeons or other fowl or poultry of similar size and character. Roosters and peafowl are not included in this definition and are not permitted. (Ord. 6369 § 5, 2011.)

Section 7. Amendment to City Code. That Section 18.04.622 of the Auburn City Code be and the same hereby is amended to read as follows:

18.04.622 Miniature goat.

“Miniature goats” include species of goats commonly known as pygmy (Capra hircus hircus pygmy), or Nigerian dwarf (Capra hircus hircus nigerian dwarf) ~~and miniature goats~~. (Ord. 6369 § 6, 2011.)

Section 8. Amendment to City Code. That Section 18.04.823 (formerly 18.04.495) of the Auburn City Code be and the same hereby is amended to read as follows:

18.04.823 ~~Household pet~~ Small domestic animal.

“~~Household pet~~ Small domestic animal” means a domesticated animal of ordinary species that lives, or is commonly known to be capable of living, within the confines of a residence such as dogs, cats, common rabbits, ferrets, or other similar sized animals. Other indoor animals weighing less than ten (10) pounds, such as, but not limited to, caged birds, small rodents, fish, and non-venomous reptiles or amphibians, and not kept for commercial purposes, are not regulated under this title. Any endangered or exotic species are prohibited. ~~Animals considered to be common household pets include but are not necessarily limited to the following: dogs, cats, rabbits, indoor birds, small rodents, and fish, miniature goats, potbelly pigs, and domestic fowl. Animals not considered to be common household pets include but are not necessarily limited to the following: horses, cows, goats, sheep, swine, donkeys full-size swine, full-size goats and endangered or exotic species and any similar species.~~ (Ord. 6369 § 1, 2011; Ord. 6245 § 3, 2009; Ord. 5777 § 1, 2003; Ord. 4229 § 2, 1987. Formerly 18.04.720, and 18.04.495.)

Section 9. Amendment to City Code. That Section 18.07.020 of the Auburn City Code be and the same hereby is amended to read as follows:

Table 18.07.020

Permitted Use Table – Residential Zoning Designations

P = Permitted A = Administrative C = Conditional Use X = Not Permitted							
Land Uses	Zoning Designations						
	RC	R-1	R-5	R-7	R-10	R-16	R-20
A. Residential Uses.							
Accessory dwelling units	P	P	P	P	X ¹	X ¹	X ¹

Table 18.07.020
Permitted Use Table – Residential Zoning Designations

P = Permitted A = Administrative C = Conditional Use X = Not Permitted							
Land Uses	Zoning Designations						
	RC	R-1	R-5	R-7	R-10	R-16	R-20
Accessory use, residential	P	P	P	P	P	P	P
Adult family home	P	P	P	P	P	P	P
Bed and breakfast	P	P	P	P	P	P	P
Communal residence four or less individuals	P	P	P	P	P	P	P
Duplexes; provided, that minimum <u>lot</u> size of zoning designation is met and subject to compliance with Chapter 18.25 ACC (Infill Residential Development Standards)	X	X	A	P	P	P	X
Foster care homes	P	P	P	P	P	P	P
Group residence facilities (7 or more residents)	X	X	X	X	C	C	C
Group residence facilities (6 or fewer residents)	P	P	P	P	P	P	P
Keeping household-pets of animals ⁴	P ²	P ²	P ²	P ²	P ²	P ²	P ²
Multiple-family dwellings	X	X	X	X	A	P	P
Neighborhood recreational buildings and facilities owned and managed by the neighborhood homeowners' association	A ⁶	A ⁶	A ⁶	A ⁶	A ⁶	P	P
Use as dwelling units of (1) recreational vehicles that are not part of an approved recreational vehicle park, (2) boats, (3) automobiles, and (4) other vehicles	X	X	X	X	X	X	X
Renting of rooms, for lodging purposes only, to accommodate not more than two persons in addition to the family or owner occupied unit ⁸	P	P	P	P	P	P	P
Residential care facilities including but not limited to assisted living facilities, convalescent homes, continuing care retirement facilities	P	P	X	X	A	P	P
Single-family detached dwellings, new	P	P	P	P	P	P	X

Table 18.07.020

Permitted Use Table – Residential Zoning Designations

P = Permitted A = Administrative C = Conditional Use X = Not Permitted							
Land Uses	Zoning Designations						
	RC	R-1	R-5	R-7	R-10	R-16	R-20
Supportive housing, subject to the provisions of ACC 18.31.160	X	X	X	X	X	P	P
Swimming pools, tennis courts and similar outdoor recreation uses only accessory to residential or park uses	P	P	P	P	P	P	P
Townhouses (attached)	X	X	X	X	P	P	P
B. Commercial Uses.							
Commercial horse riding and bridle trails	A	X	X	X	X	X	X
Commercial retail, included as part of mixed-use development and not a home occupation in compliance with Chapter 18.60 ACC	X	X	X	X	A	A	A
Daycare, limited to a mini daycare center. Daycare center, preschool or nursery school may also be permitted but must be located on an arterial	X	A	A	A	A	A	A
Home-based daycare as regulated by RCW 35.63.185 and through receipt of approved city business license	P	P	P	P	P	P	P
Home occupations subject to compliance with Chapter 18.60 ACC	P	P	P	P	P	P	P
Mixed-use development ³	X	X	X	X	P	P	P
Nursing homes	X	X	X	X	C	C	C
Private country clubs and golf courses, excluding driving ranges	X	X	C	C	C	X	X
Privately owned and operated parks and playgrounds and not homeowners' association-owned recreational area	X	A	A	A	A	P	P
Professional offices, included as part of mixed-use development and not a home occupation in compliance with Chapter 18.60 ACC	X	X	X	X	A	A	A

Table 18.07.020
Permitted Use Table – Residential Zoning Designations

P = Permitted A = Administrative C = Conditional Use X = Not Permitted							
Land Uses	Zoning Designations						
	RC	R-1	R-5	R-7	R-10	R-16	R-20
C. Resource Uses.							
Agricultural enterprise: ⁷							
When 50 percent, or more, of the total site area is dedicated to active agricultural production during the growing season, and with 52 or less special events per calendar year	A ⁷	X	X	X	X	X	X
When less than 50 percent of the total site area is dedicated to active agricultural production during the growing season, or with more than 52 special events per calendar year	C ⁷	X	X	X	X	X	X
Agricultural type uses are permitted provided they are incidental and secondary to the single-family use:							
Agricultural crops and open field growing (commercial)	P	X	X	X	X	X	X
Barns, silos and related structures	P	X	X	X	X	X	X
Commercial greenhouses	P	X	X	X	X	X	X
Pasturing and grazing ⁴	P	X	X	X	X	X	X
Public and private stables ⁴	P	X	X	X	X	X	X
Roadside stands, for the sale of agricultural products raised on the premises. The stand cannot exceed 300 square feet in area and must meet the applicable setback requirements	P	X	X	X	X	X	X
Fish hatcheries	C	X	X	X	X	X	X
D. Government, Institutional, and Utility Uses.							
Civic, social and fraternal clubs	X	X	X	X	A	A	A
Government facilities	A	A	A	A	A	A	A
Hospitals (except animal hospitals)	X	X	X	X	X	C	C

Table 18.07.020

Permitted Use Table – Residential Zoning Designations

P = Permitted A = Administrative C = Conditional Use X = Not Permitted							
Land Uses	Zoning Designations						
	RC	R-1	R-5	R-7	R-10	R-16	R-20
Municipal parks and playgrounds	A	P	P	P	P	P	P
Museums	X	X	X	X	A	A	A
Religious institutions, less than one acre lot size	A	A	A	A	A	A	A
Religious institutions, one acre or larger lot size	C	C	C	C	C	C	C
Transmitting towers	C	C	C	C	C	C	C
Type 1-D wireless communication facility (see ACC 18.04.912(J))	P	P	P	P	P	P	P
Utility facilities and substations	C ⁵	C ⁵	C ⁵	C ⁵	C ⁵	C ⁵	C ⁵

1. An accessory dwelling unit may be permitted with an existing single-family residence pursuant to ACC 18.31.120.

2. Please see the supplemental development standards for animals in ACC 18.31.220.

3. Individual uses that make up a mixed-use development must be permitted within the zone. If a use making up part of a mixed-use development requires an administrative or conditional use permit, the individual use must apply for and receive the administrative or conditional use approval, as applicable.

4. Proximity of pasture or livestock roaming area to wells, surface waters, and aquifer recharge zones is regulated by the King or Pierce County board of health, and property owners shall comply with the provisions of the King County board of health code.

5. Excludes all public and private utility facilities addressed under ACC 18.02.040(E).

6. Administrative use permit not required when approved as part of a subdivision or binding site plan.

7. Agricultural enterprise uses are subject to supplemental development standards under ACC 18.31.210, Agricultural enterprises development standards.

8. An owner occupant that rents to more than two persons but no more than four persons is required to obtain a city of Auburn rental housing business license and shall meet the standards of the International Property Maintenance Code.

(Ord. 6565 § 2, 2015; Ord. 6560 § 9, 2015; Ord. 6477 § 8, 2013; Ord. 6369 § 2, 2011; Ord. 6363 § 3, 2011; Ord. 6269 § 3, 2009; Ord. 6245 § 5, 2009.)

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Section 10. Amendment to City Code. That Section 18.07.030 of the Auburn City Code be and the same hereby is amended to read as follows:

Table 18.07.030
Residential Development Standards

	Standard	RC	R-1	R-5	R-7	R-10	R-16	R-20
A	Base density (units per net acre)	0.25	1	5	7	10	16	20
B	Minimum density (units per net acre) ¹	0.25	1	4	5	8	12	15
C	Minimum average lot area per dwelling unit (square feet)	174,240	35,000	8,000	6,000	4,300	2,700	2,175
D	Minimum lot area per dwelling unit (square feet)	174,240	35,000	6,000	4,300	2,000	2,000	2,000
E	Minimum lot width (feet) ²	125	125	50	40	20 for interior lots; 35 for exterior lots	20 for interior lots; 35 for exterior lots	20 for interior lots; 35 for exterior lots
F	Minimum setbacks (feet) ^{2,3}							
1	Residence front setback ³	35	35	10	10	10	10	10
2	Garage (minimum front setback required from street access) ³	20	20	20	20	20	20	20 unless alley-loaded then 15 provided there are

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August 17, 2016
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Table 18.07.030
Residential Development Standards

	Standard	RC	R-1	R-5	R-7	R-10	R-16	R-20
								20 feet from any garage
3	Setback to any property line for barns, stables, coops , or similar structures for enclosure of <u>large domestic animals</u> . <u>For other animals, see the supplemental development standards for animals in ACC 18.31.220.</u>	75	X	X	X	X	X	X
4	Setback to any property line for any corral, exercise yard, or arena <u>for large domestic animals</u> . <u>For other animals, see the supplemental development standards for animals in ACC 18.31.220.</u>	35	X	X	X	X	X	X
5	Interior side setback	20	10	5	5	5	5	5
6	Street side setback ³	35	20	10	10	10	10	10
7	Rear setback ³	35	35	20	20	20	20	20
8	Rear setback, detached structure	15	15	10	5	5	5	5

Table 18.07.030
Residential Development Standards

	Standard	RC	R-1	R-5	R-7	R-10	R-16	R-20
	In all zones, 20 ft for structure with vehicular entrance oriented toward street or public alley ³							
G	Maximum lot coverage (%)	25	35	40	50	60	70	70
H	Maximum impervious area (%)	25	50	65	75	N/A	N/A	N/A
I	Maximum building height (feet)	35	35	35	35	45	45	50
J	Maximum height of accessory buildings and structures	35 ⁴	35	16	16	16	NA	NA
K	Minimum front setback area landscape strip (feet)	N/A	N/A	5	5	10	10	10
L	Minimum side setback area landscape strip (feet)	N/A	N/A	5	5	10	10	10
M	Minimum landscaped open space (%)	N/A	N/A	N/A	N/A	20	20	20

1. For purposes of calculating minimum density, critical area buffers are not included in net site area. See ACC 18.02.065 for calculation of net acreage for minimum density.

2. All minimum lot widths, setbacks, and landscaping strips are subject to demonstration to the satisfaction of the city engineer that all required utility infrastructure, access requirements, and street elements can be accommodated in accordance with the design and construction standards.

3. In addition to meeting setback requirements, all structures must meet sight distance requirements in accordance with city design and construction standards.

4. Barns and other specialized structures used for agricultural purposes may exceed the height limits.

Section 11. Amendment to City Code. That Section 18.31.220 of the Auburn City Code be and the same hereby is amended to read as follows:

18.31.220 Permitted animals.¹

The types and allowed number of animals permitted, are listed as follows, provided the following requirements are met. The specified minimum lot size per animal are absolute requirements. No variances, waivers, and/or modifications under the Auburn City Code shall be granted. The keeping of animals that require no lot size or lesser lot size are allowed to be cumulative, when lot size requirements have been met. For example, on a 12,500 square-foot lot, the keeping of one (1) miniature goat, one (1) potbelly pig, and two (2) dogs could be allowed. Licensing of pets and animal control is governed by ACC Title 6, Animals.

A. Small ~~Domestic~~ domestic ~~Fowl~~ animals. Small ~~Domestic~~ domestic ~~fowl~~ animals may be kept as small animals if the owner complies with the following:

1. Small domestic animals are permitted as an accessory use to a residence or business.

2. Up to four (4) small domestic animals, including foster animals, per dwelling or commercial building regardless of lot size. Offspring less than six (6) months of age are not included in this number.

3. A pet license is required for each cat or dog in accordance with chapter 6.04, Animal Licensing.

B. Domestic fowl. Domestic fowl may be kept if the owner complies with the following:

1. Domestic fowl and poultry are permitted as an accessory use to a single-family residence.

~~2.~~ Roosters and peafowl are not permitted.

~~23.~~ Structures, or yard areas including chicken coops, pens or runs, housing or containing domestic fowl ~~must comply with accessory structure setbacks applicable in the zoning district where the shelter is to be located~~ are only allowed in the rear yard (the area between the rear yard lot line and the extension of the rear façade of the principal structure) and shall be setback from the rear and side yard lot lines by a distance of at least 10 feet.

~~34.~~ Up to a total of four (4) domestic fowl and poultry can be kept on lots that are at least 6,000 ~~gross~~ square feet in size. On lots that are larger than 6,000 ~~gross~~ square feet, one additional ~~small lot~~ domestic fowl or poultry ~~animal~~ may be kept per additional 2,000 ~~gross~~ square feet ~~as shown in ACC 18.31.230. The maximum number of domestic fowl allowed per lot is ten (10); this maximum does~~

¹ Code reviser's note: Ordinance 6369 adds these provisions as Section 18.31.210. The section has been renumbered to avoid duplication of numbering.

not apply to properties zoned RC, Residential Conservancy or R-1, residential one dwelling unit per acre.

~~45. Please reference~~ The keeping conforms to ACC 8.28.010 regarding noise disturbance, ACC 8.12.020 regarding nuisances affecting public health and safety, and ACC 6.24.020 regarding slaughtering.

BC. Miniature Goats. Miniature goats are medium domestic animals and may be kept ~~as small animals if they are licensed as follows~~ if the owner complies with the following:

1. Miniature goats are permitted as accessory use to a single-family residence.

2. Male miniature goats must be neutered.

23. All miniature goats must be dehorned.

34. Nursing offspring of miniature goats ~~licensed according to the provisions of this code~~ may be kept until weaned, but no longer than 12 weeks from birth without meeting the requirements contained herein.

~~45. Shelter~~ The location of structures housing miniature goats must comply with accessory structure setbacks applicable in the zoning district where the ~~shelter~~ property is ~~to be~~ located.

~~56. Licensing must be done in accordance with ACC Title 6, Animals, which incorporates the provisions of King County Code Title 11, Animal Care and Control.~~

6. Up to two (2) miniature goats are allowed on lots that are at least 12,500 gross square feet in size. On lots that are greater than 12,500 gross square feet, one (1) additional medium size domestic animal may be kept per additional 7,500 gross square feet ~~as shown in ACC 18.31.230.~~

7. ~~Please reference~~ The keeping conforms to ACC 8.28.010 regarding noise disturbance, ACC 8.12.020 regarding nuisances affecting public health and safety, and ACC 6.24.020 regarding slaughtering.

GD. Potbelly Pigs. Miniature potbelly pigs are medium domestic animals and may be kept ~~as a small animal; provided, that no swine that is greater than 22 inches in height at the shoulder or more than 150 pounds in weight may be kept in the city~~ in the owner complies with the following:

1. Potbelly pigs are permitted as accessory use to a single-family residence.

2. Potbelly pigs are no greater than 24 inches in height at the shoulder and no more than 150 pounds.

3. Nursing offspring of potbelly pigs ~~licensed according to the provisions of this code~~ may be kept until weaned, but no longer than 12 weeks from birth without meeting the requirements contained herein.

24. ~~Shelter~~ The location of structures housing potbelly pigs must comply with accessory structure setbacks applicable in the zoning district where the ~~shelter~~ property is ~~to be~~ located.

~~35. Licensing must be done in accordance with ACC Title 6, Animals, which incorporates the provisions of King County Code Title 11, Animal Care and Control.~~

~~45. Two (2) potbelly pigs can be kept on lots that are at least 12,500 gross-square feet in size. On lots that are greater than 12,500 gross-square feet, one (1) additional medium size domestic animal may be kept per additional 7,500 gross-square feet as shown in ACC 18.31.230.~~

~~56. Please reference~~ The keeping conforms to ACC 8.28.010 regarding noise disturbance, ACC 8.12.020 regarding nuisances affecting public health and safety, and ACC 6.24.020 regarding slaughtering.

E. Large domestic animals. Large domestic animals may be kept if the owner complies with the following:

1. Large domestic animals are allowed as an accessory use to a single-family residence.

2. Two (2) large domestic animals can be kept on lots that are at least one (1) acre in size.

3. On lots that are larger than one (1) acre, one (1) additional large domestic animal may be kept per additional 21,780 square feet.

4. The location and structures housing large domestic animals and any corral, exercise yard or arena, must comply with the setbacks applicable in the zoning district where the property is located.

5. The keeping conforms to ACC 8.28.010 regarding noise disturbance, ACC 8.12.020 regarding nuisances affecting public health and safety, and ACC 6.24.020 regarding slaughtering.

F. Apiaries (keeping of honey bees [apis mellifera]), also referred to as beekeeping, may be permitted if the owner complies with the following:

1. Beekeeping is allowed as an accessory use to a single-family residence.

2. All hives are registered with the State Department of Agriculture.

3. No more than two (2) hives, each with only one (1) swarm, shall be kept on lots of less than ten thousand (10,000) square feet.

4. Hives shall not be located within twenty-five (25) feet of any property line with the hive(s) entrance(s) facing away from the nearest property line.

5. The keeping conforms to ACC 8.28.010 regarding noise disturbance and ACC 8.12.020 regarding nuisances affecting public health and safety.

G. Amortization of pre-existing, nonconforming, structures housing animals and runs or pens. An individual who receives written notice from the city that a structure (coop) or yard area (runs or pens) housing animals regulated by this section, except small domestic animals, that does not comply with setback requirements shall have thirty (30) days from the date of notification to bring the property/structure into compliance. If any individual believes that his or her circumstances pose particular difficulty in meeting the 30-day timeframe for compliance with the setback requirements of this section, the individual may request in writing of the community development & public works director (planning

director) or designee additional time to bring his or her activity into conformity. Decisions of the community development & public works director (planning director) or designee to grant or deny the extension shall be final and conclusive. (Ord. 6369 § 8, 2011.)

Section 12. Repeal of Section in City Code. That Section 18.31.230 of the Auburn City Code be and the same hereby is repealed.

Section 13. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 14. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 15. Effective date. This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Ordinance No. 6600
August 17, 2016
Page 14 of 17

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: _____

SECTION BEING DELETED

18.31.230 Table of allowed districts.¹

The allowable numbers of animals permitted outright, provided the minimum lot size is met, are detailed in the following table. The specified minimum lot sizes are absolute requirements. No variances, waivers, and/or modifications under the Auburn City Code may be granted. The keeping of animals that require lesser lot size is allowed to be cumulative, when lot size requirements have been met. Licensing of pets and animal control is governed by ACC Title 6, Animals, which incorporates the provisions of King County Code Title 11, Animal Care and Control.

	RC	R-1	R-5	R-7	R-10	R-16	R-20	RO	C-1	C-2	C-3
Goats	Y	Y	Y	Y	C*	C*	C*	N	N	N	Y
Pigs	Y	Y	Y	Y	C*	C*	C*	N	N	N	Y
Chickens	Y	Y	Y	Y	C*	C*	C*	N	N	N	Y

Y = Yes

N = No

C = Conditional

*Permitted as an outright use if more than 50 percent of the property is not covered with impervious surface. If the property is more than 50 percent covered with impervious surface then the applicant must apply for an administrative use permit pursuant to Chapter 18.64 ACC. These applications will not be processed as conditional use permits.

Type of Animal	Maximum Number of Animals Permitted Outright
Household pets: dogs, cats, rabbits, caged indoor birds, small rodents, and if weighing less than 10 pounds any nonvenomous reptiles and amphibians.	4* per dwelling or commercial building regardless of lot size. A pet license is required for each cat or dog.
Domestic fowl.	4 on lots that are at least 6,000 gross sq. ft. in size. On lots that are larger than 6,000 gross sq. ft., 1 additional small lot domestic animal may be kept per additional 2,000 gross sq. ft.
Medium size animals: potbelly pigs, and miniature goats that are smaller than 24 inches at the shoulder and/or not more than 150 pounds in weight.	2 on lots that are at least 12,500 gross sq. ft. in size. On lots that are greater than 12,500 gross sq. ft., 1 additional medium lot domestic animal may be kept per additional 7,500 gross sq. ft.
Large size animals: horses, ponies, donkeys, cows, standard size goats, llamas, oxen, standard size pigs.	2 on lots that are at least 1 gross acre in size. On lots that are larger than 1 gross acre, 1 additional large lot domestic animal may be kept per additional 21,780 sq. ft.

*Includes foster animals.

(Ord. 6369 § 9, 2011.)

Ordinance No. 6600

August 17, 2016

Page 16 of 17

[1](#) Code reviser's note: Ordinance 6369 adds these provisions as Section 18.31.211. The section has been renumbered to match the renumbering of the preceding section.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6614 (5 Minute Presentation/5 Minute Q&A)

Date:

August 8, 2016

Department:

CD & PW

Attachments:

[Draft Ordinance No. 6614](#)

[Exhibit A](#)

[Exhibit B](#)

[Staff Report](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

For discussion only.

Background Summary:

The City of Auburn has determined that the two rights-of-way (ROW) within the City owned parking lot in the vicinity of the 50 foot right-of-way and the 14 foot alley, south of East Main Street and East of A Street SE are no longer required to meet the needs of the City. The 50 foot ROW was dedicated to the City for street purposes by Warranty Deed on March 17, 1920. The 14 foot Alley was dedicated to the City for street purposes by Warranty Deed on September 24, 1920. City staff and utility providers who have an interest in this right-of-way have reviewed the proposed right-of-way vacation. Through this review City staff has determined that the right of way is no longer necessary to meet the needs of the City and could be vacated.

A Public Hearing to consider this application and hear public comment is scheduled before the City Council on September 6, 2016 in accordance with Auburn City Code Chapter 12.48.070. Ordinance No. 6614, if adopted by City Council would approve Vacation No. V2-16 and vacate the right-of-way subject to conditions outlined in the Ordinance.

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

Snyder

Meeting Date:

August 22, 2016

Item Number: DI.C

ORDINANCE NO. 6614

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE VACATION OF RIGHT-OF-WAY IN THE VICINITY OF THE 50 FOOT RIGHT-OF-WAY AND THE 14 FOOT ALLEY SOUTH OF EAST MAIN STREET AND EAST OF A STREET SE

WHEREAS, the City of Auburn, Washington, has determined through an evaluation of its needs for streets and right-of-ways located in the vicinity of the 50 foot right-of-way and the 14 foot alley, south of East Main Street and east of A Street SE, dedicated to the City through Warranty Deed under Recording Number 1400591 on February 17, 1920 and Recording Number 1454217 on September 24, 1920, may no longer be needed to meet the needs of the City and that a public hearing should be set to determine if said right-of-way should be vacated; and,

WHEREAS, a request for vacation of said right-of-way was circulated to Puget Sound Energy, CenturyLink, Comcast and City Departments and comments were received; and

WHEREAS, Resolution No. 5243 calling for a public hearing was approved August 1, 2016; and

WHEREAS, posting requirements of Auburn City Code 12.48.070 have been met; and

WHEREAS, a public hearing was held before the City Council on September 6, 2016; and

Draft Ordinance No. 6614
July 6, 2016
1 of 8

WHEREAS, through this process, the City has determined that it no longer needs right-of-way in the vicinity of the 50 foot right-of-way and the 14 foot alley, south of East Main Street and east of A Street SE, in the City of Auburn, Washington; and

WHEREAS, it is in the best interests of the City to vacate said portion of said right-of-way.

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

Section 1. Vacation. That right-of-way in the vicinity of the 50 foot right-of-way and the 14 foot alley, south of East Main Street and east of A Street SE, located within the City of Auburn, Washington, legally described as follows:

50 FOOT RIGHT OF WAY DEDICATED UNDER
RECORDING NUMBER 1400591

THAT PORTION OF LOTS 5, 6, 9 AND 10 OF RIVER VIEW
ADDITION ACCORDING TO PLAT RECORDED IN VOLUME
9 OF PLATS AT PAGE 90, RECORDS OF KING COUNTY,
WASHINGTON, SAID PORTION MORE FULLY DESCRIBED
AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY SOUTHWEST
CORNER OF PARCEL "A" OF BOUNDARY LINE
ADJUSTMENT BLA13-0007 RECORDED UNDER
RECORDING NUMBER 20131108900002, RECORDS OF
SAID COUNTY;

THENCE NORTH 88°47'53" EAST ALONG THE
SOUTHERLY LINE OF SAID PARCEL "A" A DISTANCE OF
116.00 FEET TO AN ANGLE POINT IN THE SOUTH
BOUNDARY OF SAID PARCEL "A";

THENCE SOUTH 01°02'42" WEST A DISTANCE OF 27.15

Draft Ordinance No. 6614
July 6, 2016
2 of 8

FEET TO THE SOUTH LINE OF SAID LOT 10 OF RIVER VIEW ADDITION;

THENCE NORTH 88°47'53" EAST ALONG THE SOUTH LINE OF SAID LOT 10 AND THE SOUTHERLY LINE OF PARCEL "A" 113.85 FEET TO THE SOUTHWEST CORNER OF THE 50 FOOT WIDE RIGHT OF WAY DEEDED TO THE CITY OF AUBURN UNDER RECORDING NUMBER 1400591, RECORDS OF SAID COUNTY, AND THE POINT OF BEGINNING;

THENCE NORTH 01°02'42" EAST ALONG THE WEST LINE OF SAID 50 FOOT WIDE RIGHT OF WAY A DISTANCE OF 102.47 FEET TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY RECORDED UNDER RECORDING NUMBERS 1039136 AND 1018859, RECORDS OF SAID COUNTY;

THENCE NORTH 87°31'17" EAST ALONG SAID ALLEY A DISTANCE OF 50.09 FEET TO THE NORTHEAST CORNER OF SAID 50 FOOT WIDE RIGHT OF WAY;

THENCE SOUTH 01°02'42" WEST ALONG THE EAST LINE OF SAID 50 FOOT WIDE RIGHT OF WAY A DISTANCE OF 102.47 FEET TO SAID SOUTH LINE OF SAID LOT 10;

THENCE SOUTH 88°47'53" WEST ALONG THE SOUTH LINE OF SAID LOT 10 A DISTANCE OF 50.04 FEET TO THE POINT OF BEGINNING.

CONTAINS 5,151 SQUARE FEET (0.127 ACRES), MORE OR LESS.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS CITY OF AUBURN BOUNDARY LINE ADJUSTMENT BLA 13-0007 RECORDED UNDER RECORDING NUMBER 20131108900002.

14 FOOT WIDE ALLEY DEDICATED UNDER RECORDING NUMBER 1454217

Draft Ordinance No. 6614
July 6, 2016
3 of 8

THAT PORTION OF LOTS 8 AND 10 OF RIVER VIEW ADDITION ACCORDING TO PLAT RECORDED IN VOLUME 9 OF PLATS AT PAGE 90, RECORDS OF KING COUNTY, WASHINGTON, SAID PORTION MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF PARCEL "A" OF BOUNDARY LINE ADJUSTMENT BLA13-0007 RECORDED UNDER RECORDING NUMBER 20131108900002, RECORDS OF SAID COUNTY;

THENCE NORTH 88°47'53" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL "A" A DISTANCE OF 116.00 FEET TO AN ANGLE POINT IN THE SOUTH BOUNDARY OF SAID PARCEL "A";

THENCE SOUTH 01°02'42" WEST A DISTANCE OF 27.15 FEET TO THE SOUTH LINE OF SAID LOT 10 OF RIVER VIEW ADDITION;

THENCE NORTH 88°47'53" EAST ALONG THE SOUTH LINE OF SAID LOT 10 AND THE SOUTHERLY LINE OF PARCEL "A" 263.89 FEET TO THE SOUTHWEST CORNER OF THE 14 FOOT WIDE ALLEY DEEDED TO THE CITY OF AUBURN UNDER RECORDING NUMBER 1454217, RECORDS OF SAID COUNTY, AND THE POINT OF BEGINNING;

THENCE NORTH 01°02'42" EAST ALONG THE WEST LINE OF SAID 14 FOOT WIDE ALLEY A DISTANCE OF 105.82 FEET TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY RECORDED UNDER RECORDING NUMBERS 1039136 AND 1018859, RECORDS OF SAID COUNTY;

THENCE NORTH 87°31'17" EAST ALONG THE SOUTH LINE OF SAID 16 FOOT ALLEY A DISTANCE OF 14.03 FEET TO THE NORTHEAST CORNER OF SAID 14 FOOT WIDE ALLEY;

THENCE SOUTH 01°02'42" WEST ALONG THE EAST LINE

Draft Ordinance No. 6614
July 6, 2016
4 of 8

OF SAID 14 FOOT WIDE ALLEY A DISTANCE OF 106.13 FEET TO SAID SOUTH LINE OF SAID LOT 10;

THENCE SOUTH 88°47'53" WEST ALONG THE SOUTH LINE OF SAID LOT 10 A DISTANCE OF 14.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,484 SQUARE FEET (0.034 ACRES), MORE OR LESS.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS CITY OF AUBURN BOUNDARY LINE ADJUSTMENT BLA 13-0007 RECORDED UNDER RECORDING NUMBER 20131108900002.

[Also identified as Exhibit A hereto.]

and as shown on the document attached hereto, marked as Exhibit "B" and incorporated herein by this reference, the same is hereby vacated and the property lying in said portion of the alleyway described hereinabove, shall be returned and belong to those persons entitled to receive the property in accordance with RCW 35.79.040, conditioned upon the following;

A. Reservation in favor of the City of a perpetual Nonexclusive Easement under, over, through and across the 50 foot portion of vacated right-of-way as described above for the purpose of laying, maintaining, and installing future and existing water facilities and including a reservation in favor of the City of the right to grant easements for utilities over, under and on all portions of the vacated right-of-way as described above.

The City shall have the absolute right, at times as may be necessary for

Draft Ordinance No. 6614
July 6, 2016
5 of 8

immediate entry upon said Easement Area for the purpose of maintenance, inspection, construction, repair or reconstruction of the above improvements without incurring any legal obligation or liability therefore.

The City shall have the absolute right to place any type of driving surface within said Easement Area deemed necessary by the City.

The owners of the adjacent property agree and shall not in any way block, restrict or impede access and egress to or from said Easement Area, and /or in any way block, restrict or impede full use of the real property within the Easement Area by the City for the above described purposes. No building, wall, rockery, fence, trees, or structure of any kind shall be erected or planted, nor shall any fill material be placed within the boundaries of said Easement Area, without the express written consent of the City. No excavation shall be made within three feet of said facilities and the surface level of the ground within the Easement Area shall be maintained at the elevation as currently existing.

This easement shall be a covenant running with the adjacent property parcels and burden said real estate, and shall be binding on the successors, heirs and assigns of all parties hereto.

B. Under the terms of the reservation set out in Paragraph A above, the City hereby grants a private utility easement to Puget Sound Energy over, under and upon the vacated right-of-way as described above for the construction, operation, maintenance, repair, replacement, improvement, removal and enlargement of electric

Draft Ordinance No. 6614
July 6, 2016
6 of 8

distribution facilities. The owners of the adjacent property agree not to erect any structures on said easement and further agree not to place trees or other obstructions on the easement that would interfere with the exercise of Grantee's rights herein.

C. Under the terms of the reservation set out in Paragraph A above, the City hereby grants a private utility easement to CenturyLink over, under and upon the 14 foot Alley portion of vacated right-of-way as described above for the construction, operation, maintenance, repair, replacement, improvement, removal and enlargement of electric distribution facilities. The owners of the adjacent property agree not to erect any structures on said easement and further agree not to place trees or other obstructions on the easement that would interfere with the exercise of Grantee's rights herein.

D. It is provided, however, that such reserved or granted utility and access easements as set out in Paragraphs A, B and C above, may be modified to accommodate a removal, relocation and sitting of the affected utility lines if the City and the property owners on whose property the utility lines are located agree to the removal, relocations and sitting being paid by said property owners and with the removal, relocation and sitting being done in conformity with applicable standards.

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.

Draft Ordinance No. 6614
July 6, 2016
7 of 8

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

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

Section 5. Recordation. The City Clerk is directed to record this Ordinance with the office of the King County Auditor.

INTRODUCED: _____
PASSED: _____
APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:

Draft Ordinance No. 6614
July 6, 2016
8 of 8

Daniel B. Heid,
City Attorney

PUBLISHED: _____

DRAFT

Draft Ordinance No. 6614
July 6, 2016
9 of 8

EXHIBIT "A"

LEGAL DESCRIPTIONS FOR RIGHT OF WAY VACATION

50 FOOT RIGHT OF WAY DEDICATED UNDER RECORDING NUMBER 1400591

THAT PORTION OF LOTS 5, 6, 9 AND 10 OF RIVER VIEW ADDITION ACCORDING TO PLAT RECORDED IN VOLUME 9 OF PLATS AT PAGE 90, RECORDS OF KING COUNTY, WASHINGTON, SAID PORTION MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF PARCEL "A" OF BOUNDARY LINE ADJUSTMENT BLA13-0007 RECORDED UNDER RECORDING NUMBER 20131108900002, RECORDS OF SAID COUNTY;

THENCE NORTH 88°47'53" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL "A" A DISTANCE OF 116.00 FEET TO AN ANGLE POINT IN THE SOUTH BOUNDARY OF SAID PARCEL "A";

THENCE SOUTH 01°02'42" WEST A DISTANCE OF 27.15 FEET TO THE SOUTH LINE OF SAID LOT 10 OF RIVER VIEW ADDITION;

THENCE NORTH 88°47'53" EAST ALONG THE SOUTH LINE OF SAID LOT 10 AND THE SOUTHERLY LINE OF PARCEL "A" 113.85 FEET TO THE SOUTHWEST CORNER OF THE 50 FOOT WIDE RIGHT OF WAY DEEDED TO THE CITY OF AUBURN UNDER RECORDING NUMBER 1400591, RECORDS OF SAID COUNTY, AND THE **POINT OF BEGINNING**;

THENCE NORTH 01°02'42" EAST ALONG THE WEST LINE OF SAID 50 FOOT WIDE RIGHT OF WAY A DISTANCE OF 102.47 FEET TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY RECORDED UNDER RECORDING NUMBERS 1039136 AND 1018859, RECORDS OF SAID COUNTY;

THENCE NORTH 87°31'17" EAST ALONG SAID ALLEY A DISTANCE OF 50.09 FEET TO THE NORTHEAST CORNER OF SAID 50 FOOT WIDE RIGHT OF WAY;

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CONTAINS 5,151 SQUARE FEET (0.127 ACRES), MORE OR LESS.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS CITY OF AUBURN BOUNDARY LINE ADJUSTMENT BLA 13-0007 RECORDED UNDER RECORDING NUMBER 20131108900002.

14 FOOT WIDE ALLEY DEDICATED UNDER RECORDING NUMBER 1454217

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THENCE NORTH 01°02'42" EAST ALONG THE WEST LINE OF SAID 14 FOOT WIDE ALLEY A DISTANCE OF 105.82 FEET TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY RECORDED UNDER RECORDING NUMBERS 1039136 AND 1018859, RECORDS OF SAID COUNTY;

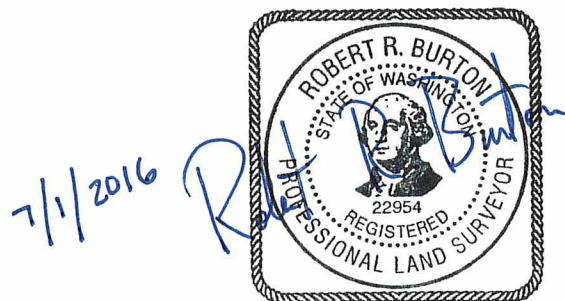
THENCE NORTH 87°31'17" EAST ALONG THE SOUTH LINE OF SAID 16 FOOT ALLEY A DISTANCE OF 14.03 FEET TO THE NORTHEAST CORNER OF SAID 14 FOOT WIDE ALLEY;

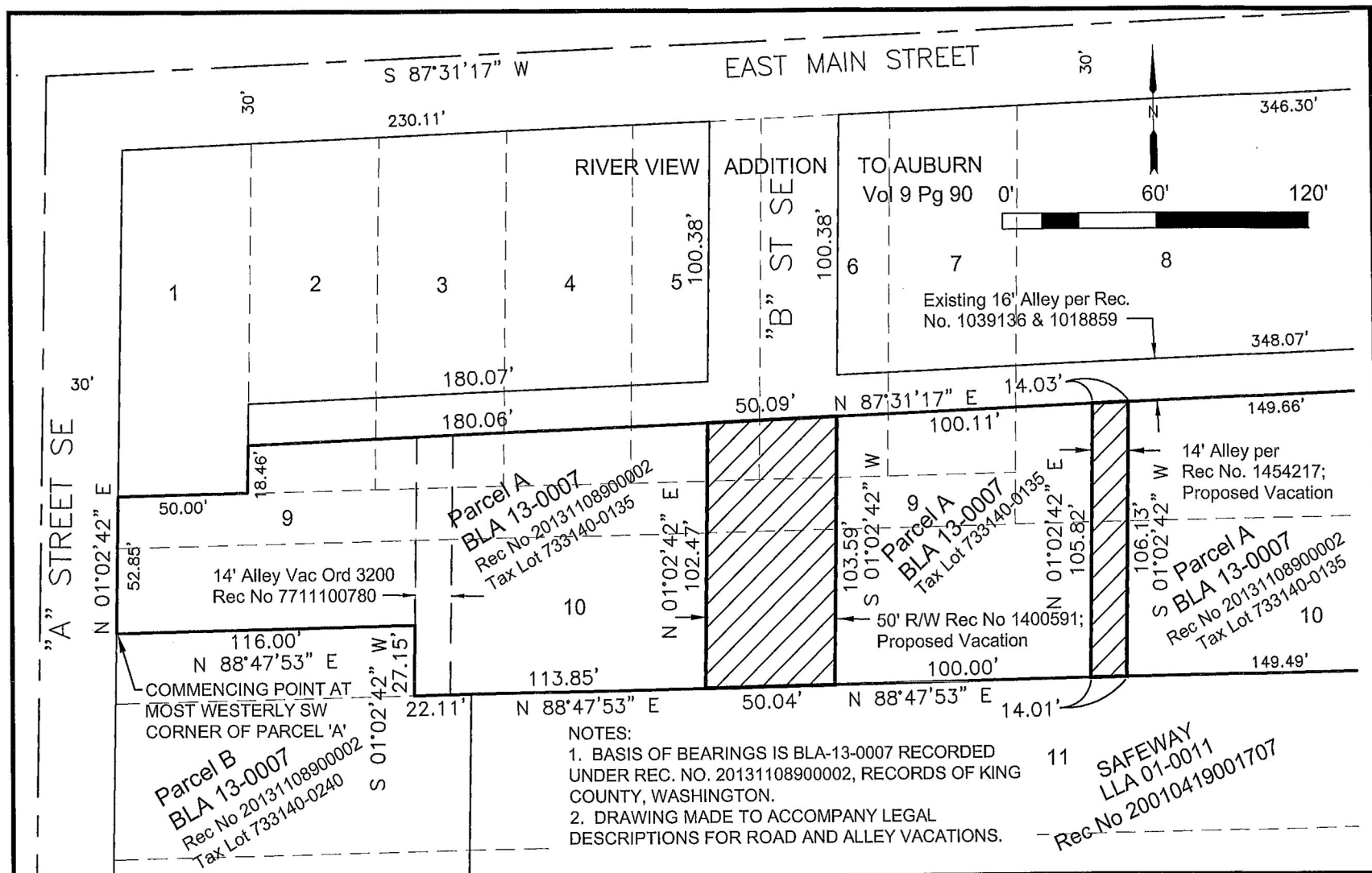
THENCE SOUTH 01°02'42" WEST ALONG THE EAST LINE OF SAID 14 FOOT WIDE ALLEY A DISTANCE OF 106.13 FEET TO SAID SOUTH LINE OF SAID LOT 10;

THENCE SOUTH 88°47'53" WEST ALONG THE SOUTH LINE OF SAID LOT 10 A DISTANCE OF 14.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,484 SQUARE FEET (0.0.34 ACRES), MORE OR LESS.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS CITY OF AUBURN BOUNDARY LINE ADJUSTMENT BLA 13-0007 RECORDED UNDER RECORDING NUMBER 20131108900002.

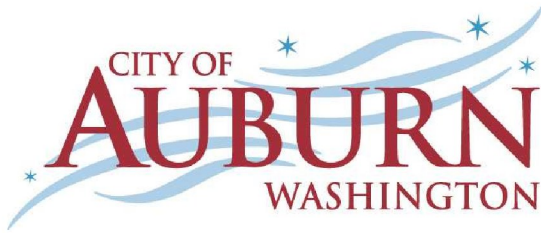




CITY OF AUBURN
COMMUNITY DEVELOPMENT AND
PUBLIC WORKS DEPARTMENT

Vacation V2-16
EXHIBIT "B" MAP
A PORTION OF THE NW 1/4 of SW 1/4 SEC 18-21-05

PROJ: Alley Vac
7/01/2016
SCALE: 1"=60'
DRAWN BY: RRB



RIGHT-OF-WAY VACATION STAFF REPORT

Right-of-Way (ROW) Vacation Number V2-16

Applicant: City Initiated

Property Location: Rights-of-Way located in the vicinity of the 50 foot Right-of-Way and the 14 foot Alley south of East Main Street and east of A Street SE.

Description of right-of-way:

This ROW proposed for vacation consists of a 50 foot portion of right-of-way and a 14 foot alley in the vicinity of the City owned parking lot, to the south of East Main Street between A Street SE and Auburn Way South. The ROW is adjacent to Parcel No. 7331400135 on the east and west sides which is owned by the City for public parking purposes, Parcel No. 7331400237 on the south side and ROW on the north side. The total area of ROW proposed for vacation is 6,635 (+/-) square feet.

The 50 foot ROW was dedicated to the City for street purposes by Warranty Deed under Recording Number 1400591, Volume 1101, Page 8 of Deeds, records of King County on March 17, 1920. The 14 foot Alley was dedicated to the City for street purposes by Warranty Deed under Recording Number 1454217, Volume 1119, Page 514 of Deeds, records of King County on September 24, 1920. The ROW is currently being used as a public parking lot and drive aisle for the parking lot.

See Exhibits "A" and "B" for legal description and map.

Proposal:

The City proposes to vacate the above described rights-of-way to cleanup the parcel lines of the City owned parcel used for public parking that is adjacent to the rights-of-way.

Applicable Policies & Regulations:

- RCW's applicable to this situation - meets requirements of RCW 35.79.
- MUTCD standards - not affected by this proposal.
- City Code or Ordinances - meets requirements of ACC 12.48.
- Comprehensive Plan Policy - not affected.
- City Zoning Code - not affected.

Public Benefit:

- The street vacation decreases the right-of-way maintenance obligation of the City.
- The vacation allows the City to cleanup the parcel lines for the City owned parking lot and would create one large parcel.

Discussion:

The vacation application was circulated to Puget Sound Energy (PSE), Comcast, CenturyLink, and City staff.

1. Puget Sound Energy (PSE) – PSE received the City's request for comments regarding the proposed street right-of-way vacation. There does appear to be existing PSE electric facilities located within both portions of the proposed right-of-way vacation area. Please reserve easements for PSE in the vacation ordinance.
2. Comcast – Comcast has no objection to the proposed vacation.
3. CenturyLink – CenturyLink currently has underground communications facilities in the "Alley" section of the right-of-way and would like to retain an easement over that portion.

4. Water – The City will need an easement for the water main, hydrant, valves and meter that are in the “50 foot right-of-way” to be vacated. An easement is not required for the “Alley” portion of the right-of-way.
5. Sewer – No comments.
6. Storm –No comments.
7. Transportation – No comments.
8. Planning – No comments.
9. Fire – No comments.
10. Police – No comments.
11. Streets – No comments.
12. Construction –No comments.
13. Innovation and Technology – No comments.

Assessed Value:

ACC 12.48 states “The city council may require as a condition of the ordinance that the city be compensated for the vacated right-of-way in an amount which does not exceed one-half the value of the right-of-way so vacated, except in the event the subject property or portions thereof were acquired at public expense or have been part of a dedicated public right-of-way for 25 years or more, compensation may be required in an amount equal to the full value of the right-of-way being vacated. The city engineer shall estimate the value of the right-of-way to be vacated based on the assessed values of comparable properties in the vicinity. If the value of the right-of-way is determined by the city engineer to be greater than \$2,000, the applicant will be required to provide the city with an appraisal by an MAI appraiser approved by the city engineer, at the expense of the applicant. The city reserves the right to have a second appraisal performed at the city’s expense.” Note: The city engineer has not required an appraisal for the value of this right-of-way since the right-of-way vacation is being initiated by the City and if approved, will attach to City owned parcels.

Recommendation:

Staff recommends that the street vacation be granted subject to the following conditions:

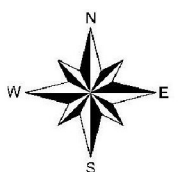
1. A public utility easement shall be reserved for City of Auburn water facilities along the entire length and width of the vacated ROW described as the “50 foot right-of-way” in the attached Survey and Legal Description.
2. A public utility easement shall be reserved for Puget Sound Energy electrical facilities along the entire length and width of the vacated ROW described as the “50 foot right-of-way” and the “14 foot alley” in the attached Survey and Legal Description.
3. A public utility easement shall be reserved for CenturyLink communications facilities along the entire length and width of the vacated ROW described as the “14 foot alley” in the attached Survey and Legal Description.

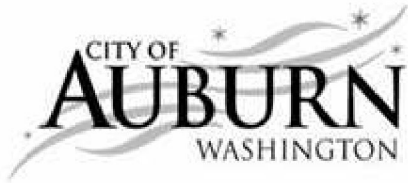
City Initiated Right-of-Way Vacation #V2-16



Printed Date:7/25/2016
Map Created by City of Auburn eGIS

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





AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6616 (5 Minute Presentation/5 Minute Q&A)

Date:

August 11, 2016

Department:

CD & PW

Attachments:

[Draft Ordinance No. 6616](#)

Budget Impact:

\$0

Administrative Recommendation:

For discussion only.

Background Summary:

Auburn has existing Complete Street Objectives and Policies as part of the Comprehensive Transportation Plan that the Council adopted in December of 2015. In addition, these policies were also included in the previous Transportation Comprehensive Plan. Those objectives and policies have been put into practice through the design standards development and capital project planning. Standards and practices are reviewed and updated as needed to ensure consistency with the latest industry practices for meeting Complete Streets objectives.

The purpose the draft Ordinance 6616 is to create a new code section, Chapter 12.06, Complete Streets Policy, to meet the eligibility requirements of the Washington State Legislatures Complete Streets Grant Program under RCW 47.04.320. This new Grant program is being administered by the Transportation Improvement Board (TIB) and requires City's wishing to be considered for the program to meet the requirements by having a specific Complete Streets Ordinance prior to October 2016.

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

Snyder

Meeting Date: August 22, 2016

Item Number: DI.D

ORDINANCE NO. 6616

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF AUBURN, WASHINGTON, CREATING A NEW
CHAPTER 12.06 OF THE AUBURN CITY CODE
ENACTING A COMPLETE STREETS POLICY**

WHEREAS, the goal of the Transportation element of the Auburn Comprehensive Plan is to plan, expand, and improve the transportation system in cooperation and coordination with adjacent and regional jurisdictions to ensure concurrency compliance with the growth management act, and to provide a safe and efficient multimodal system that meets the community needs and facilitates the land use plan; and

WHEREAS, the Auburn Comprehensive Transportation Plan's Complete Streets Objective states that Auburn ensures the transportation system is designed to enable comprehensive, integrated, and safe access for users of all ages and abilities including pedestrians, bicyclists, motorists, transit riders and operators, and truck operators; and

WHEREAS, promoting pedestrian, bicycle, and transit travel as an alternative to the automobile reduces negative environmental impacts, promotes healthy living, and is less costly to the commuter; and

WHEREAS, the development of Complete Streets can improve pedestrian and cyclists safety, increase capacity of the transportation network, and promote improvements in public health; and

WHEREAS, the Washington State Legislature adopted a Complete Streets Grant Program in 2011, codified in Section 47.04.320 of the Revised Code of Washington; and

WHEREAS, funding from the Washington State Legislature's Complete Street Grant Program will only be available to jurisdictions that have adopted a Complete Streets Ordinance; and

WHEREAS, the City of Auburn has determined that it is in the best interest of the public to adopt a Complete Streets Ordinance to obtain grant funding for the improvement of Auburn streets.

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

Section 1. Creating New Chapter to City Code. That a new chapter 12.06 of the Auburn City Code is hereby created to read as follows:

Chapter 12.06
COMPLETE STREETS POLICY

Sections:

- 12.06.010 Purpose.
- 12.06.020 Exceptions.
- 12.06.030 Complete streets infrastructure.
- 12.06.040 Goals to foster partnerships.
- 12.06.050 Best practice criteria.

12.06.010 Purpose.

The city of Auburn shall, to the maximum extent practical, scope, plan, design, construct, operate and maintain appropriate facilities for the safe accommodation of pedestrians, bicyclists, transit users, motorists, emergency responders, freight and users of all ages and abilities in all new construction, retrofit or reconstruction projects. Through ongoing operations and maintenance, the city of Auburn shall identify cost-effective opportunities to include complete streets practices.

12.06.020 Exceptions.

Facilities for pedestrians, bicyclists, transit users and/or people of all abilities are not required to be provided when:

- A. A documented absence of current or future need exists;
- B. Non-motorized uses are prohibited by law;
- C. Routine maintenance of the transportation network is performed that does not change the roadway geometry or operations, such as mowing, sweeping and spot repair;
- D. The cost would be disproportionate to the current need or probable future uses;
- E. In instances where a documented exception is granted by the City Engineer.

12.06.030 Complete streets infrastructure.

- A. "Complete streets infrastructure" means design features that contribute to a safe, convenient, or comfortable travel experience for users at appropriate locations, including but not limited to features such as: sidewalks; shared use paths; bicycle lanes; automobile lanes; paved shoulders; street trees and landscaping; planting strips; curbs; accessible curb ramps; bulb outs; controlled crosswalks; refuge islands; pedestrian and traffic signals, including countdown and accessible signals; signage; street furniture; bicycle parking facilities; public transit stops and facilities; transit priority signalization; traffic calming devices such as rotary circles, traffic cushions, and surface treatments such as textured asphalt, and concrete; narrow vehicle lanes; raised medians; and dedicated transit lanes.

- B. As feasible, Auburn shall incorporate complete streets infrastructure into existing public and private streets to create a comprehensive, integrated, connected transportation network for Auburn that balances access, mobility, health and safety needs of pedestrians, bicyclists, transit users, motorists, emergency responders, freight and users of all ages and abilities, ensuring a fully connected, integrated network that provides transportation options.

12.06.040 Goals to foster partnerships.

It is a goal of the city of Auburn to foster partnerships with all Washington State transportation funding agencies including the Washington State Department of Transportation (WSDOT), the Transportation Improvement Board, the Puget Sound Regional Council, the Federal Highway Administration, King County, Pierce County, neighboring local agencies, Auburn School District, citizens, businesses, interest groups, neighborhoods, and any other funding agency to implement the complete streets policy.

12.06.050 Best practice criteria.

The City Engineer shall modify, develop and adopt policies, design criteria, standards and guidelines based upon recognized best practices in street design, construction, and operations including but not limited to the latest editions of American Association of State Highway Transportation Officials (AASHTO), Institute of Transportation Engineers (ITE), National Association of City Transportation Officials (NACTO), and Public Rights-of-Way Accessibility Guidelines (PROWAG) while reflecting the context and character of the surrounding built and natural environments and enhance the appearance of such.

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

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

Section 4. EFFECTIVE DATE. This ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

PUBLISHED: _____