

City Council Meeting
August 1, 2016 - 7:00 PM
Auburn City Hall
AGENDA

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I. CALL TO ORDER

- A. **Pledge of Allegiance**
- B. **Roll Call**

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

III. APPOINTMENTS

IV. AGENDA MODIFICATIONS

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

1. Public Hearing for Franchise Agreement No. 16-36* (Snyder)

City Council to conduct a public hearing to receive public comments and suggestions in consideration of Franchise Agreement No. 16-36 for Enumclaw Natural Gas

(RECOMMENDED ACTION: City Council hold the public hearing.)

B. Audience Participation

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

C. Correspondence

There is no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

VII. CONSENT AGENDA

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

A. Minutes of the July 18, 2016 Regular Meeting*

B. **Claims Vouchers (Coleman)**

Claims voucher numbers 439789 through voucher 440023, dated August 1, 2016 in the amount of \$1,252,825.59 and two wire transfers in the amount of \$185,027.14.

C. **Payroll Vouchers (Coleman)**

Payroll check numbers 536603 through 536635 in the amount of \$706,859.28, electronic deposit transmissions in the amount of \$1,522,954.36 for a grand total of \$2,229,813.64 for the period covering July 14, 2016 to July 27, 2016.

D. **Public Works Project No. CP1320* (Snyder)**

City Council to approve Final Pay Estimate No. 8 to Contract No. 14-11 in the amount of \$4,702.50 and accept construction of Project No. CP1320, Maintenance and Operations Storm Drainage Improvement project

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

VIII. **UNFINISHED BUSINESS**

IX. **NEW BUSINESS**

X. **ORDINANCES**

A. **Ordinance No. 6613* (Heid)**

An Ordinance of the City Council of the City of Auburn, Washington, creating a new Section, 5.20.250, Of The Auburn City Code and amending Sections 1.04.060, 1.25.010, 5.20.030, 5.20.050 and 9.22.030 of the Auburn City Code related to marijuana related businesses and activities, and imposing a moratorium on marijuana related activities as identified herewith

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6613.)

XI. **RESOLUTIONS**

A. **Resolution No. 5243* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, initiating street vacation proceedings and setting a public hearing to consider 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

(RECOMMENDED ACTION: City Council adopt Resolution No. 5243.)

XII. **MAYOR AND COUNCILMEMBER REPORTS**

At this time the Mayor and City Council may report on their significant City-related activities since the last regular Council meeting.

A. **From the Council**

B. **From the Mayor**

XIII. **ADJOURNMENT**

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

*Denotes attachments included in the agenda packet.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for Franchise Agreement No. 16-36

Date:

July 25, 2016

Department:

CD & PW

Attachments:

[Draft Ordinance No. 6606](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to hold a public hearing in consideration of Franchise Agreement No. 16-36 for Enumclaw Natural Gas.

Background Summary:

Per Auburn City Code Chapter 20.06.030 a public hearing shall be held to consider Franchise Agreement No. 16-36 for City of Enumclaw Natural Gas to operate within the City's rights-of-way natural gas transmission and distribution facilities for sale and service to customers within the City. The date of the public hearing was set by Resolution No. 5239 on July 18, 2016.

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

Snyder

Meeting Date: August 1, 2016

Item Number: PH.1

ORDINANCE NO. 6606

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO CITY OF ENUMCLAW NATURAL GAS, A FRANCHISE FOR GAS UTILITY

WHEREAS, City of Enumclaw Natural Gas ("Grantee") has applied to the City of Auburn ("City") for a non-exclusive Franchise for the right of entry, use, and occupation of certain public right(s)-of-way within the City, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and/or across those right(s)-of-way; and

WHEREAS, following proper notice, the City Council held a public hearing on Grantee's request for a Franchise, at which time representatives of Grantee and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the franchise be granted to Grantee.

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

Section 1. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated herein, the City grants to the Grantee general permission to enter, use, and occupy the right(s)-of-way and/or other public property specified in Exhibit "A", attached hereto and incorporated by reference (the "Franchise Area").

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair the types of facilities specified in Exhibit "B", attached hereto and incorporated by reference, and all necessary appurtenances thereto, ("Grantee Facilities") for provision of those services set forth in Exhibit "C" ("Grantee Services") in, along, under and across the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Grantee Facilities and Grantee Services, on public or private property elsewhere within the City. This Franchise is intended to convey only a limited

right and interest and is not a warranty of title or interest in the City's right-of ways. The Agreement does not convey any right to Grantee to install Grantee Facilities on or to otherwise impact, city-owned or leased properties, easements, or rights-of way outside the ones identified in Exhibit A.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise Area, unless the City determines that entering into such agreements interferes with Grantee's right set forth herein.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to the Franchise Area or any other City roads, rights-of-way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee acknowledges its use of the Franchise Area shall have no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any right-of-way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Grantee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

G. The Grantee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

H. This Franchise is subject to the provisions of Auburn City Code ("ACC"), including specifically ACC Chapter 20.10, "CONDITIONS OF PUBLIC WAY AGREEMENTS, FRANCHISES, AND FACILITIES LEASES", and all federal and state laws, codes and regulations as currently exist or as amended?. However, if the provisions of city code, as amended or superseded, conflict with any terms and conditions of this agreement, the provisions of this agreement shall govern. A conflict doesn't exist where this agreement is silent about a condition or matter addressed by city code.

Section 2. Notice

A. Whenever this Franchise calls for notice to or notification by any party, the same (unless otherwise specifically provided) shall be in writing and directed by certified mail to the recipient at the address set forth in this Section. If the date for making any payment, notice, or performing any act is a legal

holiday, payment or notice may be made or the act performed on the next succeeding business day which is not a legal holiday.

City: Engineering Aide,
Community Development and Public Works Department
City of Auburn
25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010; Fax: (253) 931-3048

with a copy to: City Clerk
City of Auburn
25 West Main Street
Auburn, WA 98001-4998

Grantee: City of Enumclaw Gas Manager
2041 Railroad St
Enumclaw, WA 98022
360-825-5541
360-825-3505 (afterhours & emergency)

with a copy to: City Clerk
City of Enumclaw
1339 Griffin Avenue
Enumclaw, WA 98022

B. Any changes to the above-stated Grantee information shall be sent to the City's Engineering Aide, Community Development and Public Works Department, with copies to the City Clerk, referencing the title of this agreement.

C. The above-stated Grantee voice and fax telephone numbers shall be staffed at least during normal business hours, Pacific time zone.

Section 3. Term of Agreement

A. This Franchise shall run for a period of 20 (twenty) years, from the date of execution specified in Section 5.

B. Renewal Option of Term: The Grantee may renew this Franchise for an additional five (5) year period upon submission and approval of the

application specified under ACC 20.06.130, as it now exists or is amended, within the timeframe set forth therein (currently between 180 and 240 days prior to expiration of the then-current term). Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall submit those materials that differ from the previous materials or as deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the ACC.

C. Failure to Renew Franchise – Automatic Extension. If the Parties fail to formally renew this Franchise prior to the expiration of its term or any extension thereof, the Franchise automatically continues month to month until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew the Franchise.

Section 4. Definitions

For the purpose of this agreement:

“ACC” means the Auburn City Code.

“Emergency” means a condition of imminent danger to the health, safety and welfare of persons or property located within the City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

“Maintenance or Maintain” shall mean examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

“Relocation” means permanent movement of Grantee facilities required by the City, and not temporary or incidental movement of such facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

“Rights-of-Way” means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-ways and similar public properties and areas.

“Grantee Facilities” means, collectively, any and all natural gas systems owned or operated by Grantee, including but not limited to gas pipes, pipelines, mains, laterals, conduits, feeders, regulators, valves, meters meter-reading devise, fixtures, communication systems, and any and all other equipment appliances, attachments, appurtenances and other items necessary, convenient, or in any

way appertaining to any and all of the foregoing for the purpose of transmission of natural gas, whether the same be located over or under ground.

“Hazardous Substance” shall specifically include, but shall not be limited to, petroleum and petroleum products and their by-products, residue, and remainder in whatever form or state.

“Operate” or “Operations” shall mean the operation, use, and maintenance of Grantee Facilities, pursuant to the terms of this Agreement.

“Party” or “Parties” means collectively the City and Grantee, and individually either the City or Grantee.

“Public Works Project” means, any City capital improvement or the construction, relocation, expansion, repair, maintenance, or removal of any part of the Public Way or City-owned facilities located on or in the Public Way for: parks; streets; sidewalks; curbs; pedestrian and/or vehicle traffic; sewers, storm water drains; water facilities, and; City owned fiber optic cable, conduit or network facilities.

“Third Party” means any person, party, or entity other than the City and Grantee.

“FERC” means the Federal Energy Regulatory Commission, or such other successor regulatory agency having jurisdiction over interstate pipeline companies.

Section 5. Acceptance of Franchise

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, attached hereto as Exhibit “D,” and incorporated by reference, (2) all verifications of insurance coverage specified under Section 17, (3) the financial guarantees specified in Section 18 and (4) payment of any outstanding application fees per the City fee schedule. These four items shall collectively be the “Franchise Acceptance”. The date that such Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.

B. Should the Grantee fail to file the Franchise Acceptance with the City Clerk within thirty (30) days after the effective date of the ordinance approving the Franchise Agreement, the City’s grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

A. The Grantee shall apply for, obtain, and comply with the terms of all permits required under ACC Chapter 12.24 for any work done upon Grantee Facilities. Grantee shall comply with all applicable City, State, and Federal codes, rules, regulations, and orders, as they now exist or as may be hereafter amended or superseded, in undertaking such work, which shall be done in a thorough and proficient manner.

Grantee's work within the Public Way which directly affects Grantee's construction, operation, and maintenance of Grantee Facilities shall be performed in accordance with Federal law and regulation.

B. Grantee agrees to coordinate its activities with the City and all other utilities located within the public right-of-way within which Grantee is under taking its activity. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and other utilities within the Public Way informed of its intent to undertake such construction work.

C. In addition to complying with ACC 20.10.80, as hereafter amended or superseded, Grantee Facilities shall be located and maintained within the Right- of-way so as not to interfere with the reasonable ingress or egress to the properties abutting the right-of-ways as they exist at the time of installation of the Grantee Facilities. The City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the public right-of-way and may from time to time, pursuant to the applicable sections of this Franchise, require, at no cost to the City, the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.

D. Grantee shall continuously be a member of the State of Washington One Number Locator service under RCW 19.122, or an approved equivalent as determined by the City, and shall comply with all such applicable rules and regulations. Before commencing any work within the public right-of-way, the Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

E. Tree Trimming. Upon prior written approval of the City and in accordance with City ordinances, Grantee shall have the authority to reasonably trim trees upon and overhanging streets, public rights-of-way, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of

providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit.

H. Markers demarcating the pipeline's location shall be placed on the surface at least every 100 yards in areas not under pavement so as to provide clear warning of the presence of the pipeline but in a manner that does not interfere with trails or other public uses in that area. Additionally, Grantee shall place continuous underground markers demarcating the pipeline's location each time Grantee digs to the pipeline for any reason.

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City telephonically during normal business hours at 253-931-3010 and during non-business hours at 253-876-1985 as promptly as possible before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Grantee's emergency contact phone number for the corresponding response activity. For any emergency or after normal business hour issues involving the Grantee's facilities which requires the Grantee's immediate response the City shall contact the Grantee at 360-825-3505 which is operated 24 hours a day, seven days a week. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances of the nature of the emergency and the actions taken to address it.

Section 8. Damages to City and Third-Party Property

A. Grantee agrees that if any of its actions under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property to a safe condition. Such repair work shall be performed and completed to the satisfaction of the City Engineer.

B. The City may at any time perform or have performed any and all work that it considers necessary to restore to a safe condition any area within the Public Way disturbed by Grantee in the performance of this Agreement. Grantee shall pay all reasonable costs of such work upon demand of the City.

C. All survey monuments which are disturbed or displaced by Grantee in its performance of any work under this Agreement shall be referenced and restored by Grantee, as per WAC 332-120, as from time to time amended, and all pertinent federal, state, and local standards and specifications.

Section 9. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to the Grantee Facilities. However, to the extent that the Grantee Facilities are completed and installed prior to another private utility's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Grantee Facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or right-of-way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section shall not apply to any City facilities or utilities that may in the future require the relocation of Grantee Facilities. Such relocations shall be governed by Section 11.

B. When constructing new facilities, or replacing or reconstructing facilities, Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water and five (5) feet from City sanitary sewer and storm sewer facilities; provided, that for development of new areas, the City, in consultation with Grantee and other utility purveyors or authorized users of the Public Way, will develop and follow the City's determination of guidelines and procedures for determining specific utility locations, subject additionally to this agreement .

Section 10. Grantee Information

A. Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City Engineer to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within the City. Said information may be requested either in hard copy or electronic format, compatible with the City's data base system, as now or hereinafter existing, including the City's geographic information Service (GIS) data base. Grantee shall keep the City Engineer informed of its long-range plans for coordination with the City's long-range plans.

B. Upon the City's reasonable request, in connection with the design of any Public Works Project, Grantee shall verify the location of its underground Facilities within the Public Way by excavating (e.g., potholing) at no expense to the City. In the event Grantee performs such excavation, the City shall not require any restoration of the disturbed area in excess of restoration to the same condition as existed immediately prior to the excavation.

C. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Grantee shall clearly mark any information that it provides to the City as "Proprietary" information if Grantee believes that disclosure of that information would be exempt under the trade secrets exemption in RCW 42.56.270. The City agrees that if it receives a request for Grantee's proprietary information, it will initially assert the exemption under 42.56.270, and will notify Grantee of the request.

The City shall not initiate legal action to prevent disclosure of Grantee's proprietary information. If a requestor files a lawsuit to compel disclosure, Grantee agrees to defend the action at Grantee's sole expense.

Grantee shall indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorneys fees) imposed on the City because of non-disclosures requested by Grantee under Washington's open public records act, provided the City has notified Grantee of the pending request or Grantee is made aware of the request or claim.

Section 11. Relocation of Grantee Facilities

A. Except as otherwise so required by law, Grantee agrees to relocate, remove, or reroute its facilities within thirty (30) days of being ordered by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Such alternate location for relocation of Grantee's facilities shall be determined and approved jointly by the City and Grantee at no cost to the City. Pursuant to the provisions of Section 16, Grantee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the Public Way.

B. If a readjustment or relocation of the Grantee Facilities is necessitated by a request from a party other than the City, that party shall pay the Grantee the actual costs thereof. Any contractor doing work pursuant to contract with the City shall not be considered a Third Party for purposes of this section.

C. Any condition or requirement imposed by the City upon any Third Party (including, but not limited to, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits obtained pursuant to any zoning, land use, construction or other development regulation) which requires the relocation of Grantee's Facilities within the Rights-of-Way shall be a condition or requirement causing relocation of Grantee's Facilities to occur subject to the provisions of Subsection B above; provided, however in the event the City reasonably determines and notifies Grantee that the primary

purpose of imposing such condition or requirement upon such Third party is to cause or facilitate the construction of a Public Works Project to be undertaken within a segment of the Right-of-Ways on the City's behalf and consistent with the City's Capital Facility Plan or Transportation Improvement Program, then Grantee shall relocate its Facilities within such segment of the Rights-of-Way in accordance with this Agreement.

D. As to any relocation of Grantee's Facilities whereby the cost and expense thereof is to be borne by Grantee in accordance with this Section 11, Grantee may, after receipt of written notice requesting such relocation, submit in writing to the City alternatives to relocation of its Facilities. Upon the City's receipt from Grantee of such written alternatives, the City shall evaluate such alternatives and shall advise Grantee in writing if one or more of such alternatives are suitable to accommodate the work which would otherwise necessitate relocation of Grantee's Facilities. In evaluating such alternatives, the City shall give each alternative proposed by Grantee full and fair consideration with due regard to all facts and circumstances which bear upon the practicality of relocation and alternatives to relocation. In the event the City determines that such alternatives are not appropriate, Grantee shall relocate its Facilities as otherwise provided in this Agreement.

E. Nothing in this Section 11 shall require Grantee to bear any cost or expense in connection with the relocation of any Facilities under benefit of easement independent of this Agreement or other rights not arising under this Agreement, nor shall anything in this Section 11 require the City to bear any such cost or expense. Nothing in this Section 11 shall be construed to be a waiver of any right of either Grantee or the City to contest any claim or assertion by the other of responsibility to pay such cost or expense.

F. Subject to ACC 20.10.160, in the event of an emergency posing a threat to public safety or welfare requires the relocation of Grantee's Facilities within the Rights-of-Way, the City shall give Grantee notice of the emergency as soon as reasonably practicable. Upon receipt of such notice from the City (and subject to the issuance of any necessary order(s) of the (Washington Utilities and Transportation Commission), Grantee shall endeavor to respond as soon as reasonably practicable to relocate the affected Facilities.

Section 12. Abandonment and or Removal of Grantee Facilities

Subject to ACC 20.10.130, within one hundred and eighty days (180) of Grantee's permanent cessation of use of the Grantee Facilities, or any portion thereof, the Grantee shall (subject to any necessary approval(s) and/or order(s) to be provided by WUTC concerning abandonment), at the City's discretion, either abandon in place or remove the affected facilities. Abandonment or removal shall be at the sole cost and expense of Grantee. Any Facilities left in

place shall be made inert by purging all natural gas from such Facilities (including displacement of natural gas with an appropriate inert gas) and disconnecting and sealing such Facilities, all in compliance with applicable regulations and industry standards. The City's consent shall not relieve Grantee of the obligation and/or costs to subsequently remove or alter such Facilities in the event the City reasonably determines that such removal or alteration is necessary or advisable for the health and safety of the public, in which case Grantee shall perform such work at no cost to the City. The obligations contained in this Section shall survive the expiration, revocation, or termination of this Agreement.

Section 13. Encroachment Management

Grantee shall manage and inspect encroachments as defined by federal and applicable state and local laws, rules, regulations and industry standards, as now enacted or hereinafter amended, and any other future laws or regulations that are applicable to Grantee, the Facilities, and business operations. Upon notification to Grantee of planned construction by another within ten (10) feet of Grantee's pipeline, Grantee shall flag the precise location of its Facilities before the construction commences, provide a representative to inspect the construction when it commences, and periodically inspect thereafter to ensure that Grantee's pipeline is not damaged by the construction.

Section 14. Emergency Management, Leaks, Ruptures, and Emergency Response.

A. Annually, upon the request of the City, Grantee shall meet with the Valley Regional Fire Authority, the Auburn Police Department, and the City's Emergency Management Office to coordinate emergency management operations and, at least once a year, at the request of the City, Grantee personnel shall actively participate with the Valley Regional Fire Authority and the City in emergency preparedness drills or planning sessions.

B. Grantee shall have in place, at all times during the term of this Agreement, a system for remotely monitoring pressures and flows across the Public Way.

C. During the term of this Agreement, Grantee shall have a written emergency response plan and procedure for locating leaks and ruptures and for shutting down valves as rapidly as possible.

D. Upon acceptance of this Agreement, Grantee shall provide, for the City's approval and acceptance, a copy of its emergency response plans and procedures, including, but not limited to, emergency rupture response. If the parties disagree as to the adequacy of Grantee's emergency response plan, the parties will submit the plan to independent, third party review. If the review

recommends that Grantee make modifications or additions to Grantee's emergency response plan, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the recommendations, Grantee shall provide a written report to the City explaining its reasoning for not following said recommendations. The parties agree to comply with the dispute resolution provisions contained herein to resolve any dispute over whether to follow the recommendations. Upon completion of the review of Grantee's emergency plans and procedures set forth in this section, Grantee shall provide a copy of the plans and procedures to the City and to the Valley Regional Fire Authority.

E. Grantee's emergency plans and procedures shall designate Grantee's responsible local emergency response officials and a direct twenty four (24) hour emergency contact number for the control center operator. Grantee shall, after being notified of an emergency, cooperate with the City and make every effort to respond as soon as possible to protect the public's health, safety and welfare.

F. Grantee shall be solely responsible for all its necessary costs incurred in responding to any leak, rupture or other release of natural gas from Grantee's Facilities, including, but not limited to, detection and removal of any contaminants from air, earth or water, and all remediation costs.

G. If requested by the City in writing, Grantee shall provide a written summary concerning any leak or rupture within thirty (30) days of the event, including, but not limited to, the leak or rupture's date, time, amount, location, response, remediation and other agencies Grantee has notified.

H. The City may request that any substantial leak or rupture be investigated by an independent pipeline consultant selected by the City. Grantee shall be solely responsible for paying all of the consultant's costs and expenses incurred in investigating the occurrence and reporting the findings. Grantee shall meet and confer with the independent consultant following the consultant's investigation to address whether any modifications or additions to Grantee's pipeline(s) and/or Facilities may be warranted.

I. If the consultant recommends that Grantee make modifications or additions to Grantee's pipeline(s) and/or Facilities, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the consultant's recommendations, Grantee shall provide a written report to the City explaining its reasoning for not following said recommendations. The parties agree to comply with the dispute resolution provisions contained herein to resolve any dispute over whether to follow the consultant's recommendations.

Section 15. Maintenance, Inspection, and Testing.

Grantee shall remain solely and separately liable for the function, testing, maintenance, replacement and/or repair of the pipeline or other activities permitted under this Agreement. Grantee shall operate, maintain, inspect, and test the Facilities in full compliance with all applicable federal, state, and local laws, rules, regulations, and industry standards, as now enacted or hereinafter amended, and any other future laws or regulations that are applicable to Grantee, the Facilities, and business operations.

Section 16. Indemnification and Hold Harmless

A. The Grantee shall defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with the Grantee's performance under this Franchise, except to the extent such costs, claims, injuries, damages, losses, suits, or liabilities are caused by the sole negligence of the City.

B. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, right-of-way, or other property, except to the extent any such damage or loss is directly caused by the sole negligence of the City, or its agent performing such work.

C. The Grantee acknowledges that neither the City nor any other public agency with responsibility for fire fighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), the Grantee shall indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

D. Acceptance or inspection by the City of any work performed by the Grantee shall not be grounds for avoidance of this section.

E. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The

provisions of this section shall survive the expiration or termination of this Agreement.

F. In addition to the promise of indemnification required by ACC 20.10.230, Grantee shall indemnify, defend and hold the City, its appointed and elective officials, agents, officers, employees, and volunteers harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorney's fees, made against the City on account of violation of any environmental laws applicable to the Grantee Facilities, or from any release of natural gas or Hazardous Substances on or from the Grantee Facilities. This indemnity includes, but is not limited to: (a) liability for a governmental agency's costs of removal or remedial action for hazardous substances; (b) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to hazardous substances; and (d) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws.

G. The grantee, franchisee, or lessee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of the grantee, franchisee, or lessee's facilities as the result of any interruption of service due to damage or destruction of the user's facilities caused by or arising out of activities conducted by the City, its officers, agents, employees, or contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious actions on the part of the City, its officers, agents, employees, or contractors.

Section 17. Insurance

A. The Grantee shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, its agents, representatives, or employees in the amounts and types set forth below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$2,000,000.00 (two million dollars) per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance with limits no less than \$20,000,000.00 (twenty million dollars) each occurrence, \$20,000,000.00

(twenty million dollars) general aggregate and a \$20,000,000.00 (twenty million dollars) products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage.

3. Professional Liability insurance with limits no less than \$1,000,000.00 per claim for all professional employed or retained Grantee to perform services under this Franchise.

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

B. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Grantee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Grantee's insurance and shall not contribute with it.

2. The Grantee's insurance shall not be cancelled by either party except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. Verification of Coverage. Grantee shall furnish the City with documentation of insurer's A.M. Best rating and with original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

E. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self insurance is subject to approval by the City. Participation in a self-insured, governmental risk pool shall satisfy the conditions set forth above.

F. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 18. Relationship of the Parties

A. Nothing in this Agreement shall be construed to create or confer any right or remedy upon any person(s) other than the City and Grantee. No action may be commenced or prosecuted against any Party by any Third Party claiming as a Third Party beneficiary of this Agreement. This Agreement shall not release or discharge any obligation or liability of any Third Party to either Party.

B. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, agency relationship, or joint venture or to impose a trust, partnership, or agency duty, obligation or liability on or with regard to any party. Each party shall be individually and severally liable for its own duties, obligations, and liabilities under this Agreement.

C. Grantee accepts any privileges granted by the City in an "as is" condition. Grantee agrees that the City has never made any representations, implied or express warranties or guarantees as to the suitability, security or safety of Grantee's location of facilities or the facilities themselves in public property or rights of way or possible hazards or dangers arising from other uses of the public rights of way or other public property by the City or the general public. Grantee shall remain solely and separately liable for the function, testing, maintenance, replacement and repair of the pipeline or other activities permitted under this Agreement.

D. Except as specifically provided herein, this Agreement shall not create any duty of the City or any of its officials, employees or agents and no liability shall arise from any action or failure to act by the City or any of its officials, employees or agents in the exercise of powers reserved to the City. Further, this Agreement is not intended to acknowledge, create, imply or expand any duty or liability of the City with respect to any function in the exercise of its police power or for any other purpose. Any duty that may be deemed to be created in the City shall be deemed a duty to the general public and not to any specific party, group or entity.

Section 19. Successors and Assignees

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent

contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.

B. This Franchise shall not be leased, assigned or otherwise alienated without the express prior consent of the City by ordinance.

C. Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (b) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) An application fee which shall be set by the City, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

D. Prior to the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee shall file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

Section 20. Dispute Resolution

A. In the event of a dispute between the City and the Grantee arising by reason of this Agreement, the dispute shall first be referred to the operational officers or representatives designated by Grantor and Grantee to have oversight over the administration of this Agreement. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. Each party shall bear its own cost in any such action for its own attorneys' fees and costs of suit.

Section 21. Enforcement and Remedies

A. If the Grantee shall willfully violate, or fail to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Grantee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim damages as provided in ACC 20.10.340 per day for every day after the expiration of the cure period that the breach is not cured.

B. Should the City determine that Grantee is acting beyond the scope of permission granted herein for Grantee Facilities and Grantee Services, the City reserves the right to cancel this Franchise upon thirty days (30) written notice to Grantee and require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease such actions.

C. Interpretation or construction of this Franchise shall not be affected by any determination as to who is the drafter of this Franchise, this Franchise having been drafted by mutual agreement of the parties.

Section 22. Compliance with Laws and Regulations

A. In carrying out any authorized activities under the privileges granted herein, Grantee shall meet accepted industry standards and comply with all applicable laws, rules, and regulations, of any governmental entity with jurisdiction over the pipeline and its operation (specifically including, but not limited to, all requirements, rules, regulations, and orders of FERC and the applicable provisions of the City's comprehensive plan). This shall include all applicable laws, rules and regulations existing at the Effective Date of this Franchise or that may be subsequently enacted by any governmental entity with jurisdiction over Grantee or the pipeline(s) and the Facilities. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Grantee's concerns to the maximum extent the City deems possible.

C. The City may terminate this Franchise upon thirty (30) days written notice to the Grantee, if the Grantee fails to comply with such amendment or modification.

Section 23. License, Tax and Other Charges

This Franchise shall not exempt the Grantee from any future license, tax, or charge which the City may hereinafter adopt pursuant to authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

Section 24. Consequential Damages Limitation

Notwithstanding any other provision of this Agreement, in no event shall either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

Section 25. Force Majeure

In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a party, its contractors or a Third party; or any failure or delay in the performance by the other party, or a Third Party who is not an employee, agent or contractor of the Party claiming a Force Majeure Event, in connection with this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner

under this Agreement. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event. The occurrence of a Force Majeure Event shall not alter or impair any of the provisions concerning liability and/or insurance as provided in this Agreement.

Section 26. Severability & Survival

In the event that a court or agency of competent jurisdiction declares a material provision of this Franchise to be invalid, illegal or unenforceable, the parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to such amendments or modifications as are appropriate actions so as to give effect to the intentions of the parties as reflected herein. If severance from this Franchise of the particular provision(s) determined to be invalid, illegal or unenforceable will fundamentally impair the value of this Franchise, either party may apply to a court of competent jurisdiction to reform or reconstitute the Franchise so as to recapture the original intent of said particular provision(s). All other provisions of the Franchise shall remain in effect at all times during which negotiations or a judicial action remains pending.

All provisions, conditions and requirements of this Agreement that may be reasonably construed to survive the termination or expiration of this Agreement shall survive the termination or expiration of the Agreement. Subject to Section 15 above, the Parties' respective rights and interests under this Agreement shall inure to the benefit of their respective successors and assigns.

Section 27. Titles

The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

Section 28. Implementation.

The parties each represent and warrant that they have full authority to enter into and to perform this Agreement, that they are not in default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof, and that no further approval, permit, license, certification, or action by a governmental authority is required to execute and perform this Agreement, except such as may be routinely required and obtained in the ordinary course of business.

Whenever this Agreement sets forth a time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of this Agreement.

Section 29. Entire Agreement

Draft Ordinance No. 6606
May 31, 2016
Page 20 of 26

This Agreement, as subject to the appropriate city, state, and federal laws, codes, and regulations, and the attachments hereto represent the entire understanding and agreement between the parties with respect to the subject matter and it supersedes all prior oral negotiations between the parties. All previous Agreements between the parties pertaining to GRANTEE's operation of its pipeline(s) and/or Facilities are hereby superseded.

Section 30. 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: _____

NANCY BACKUS, MAYOR

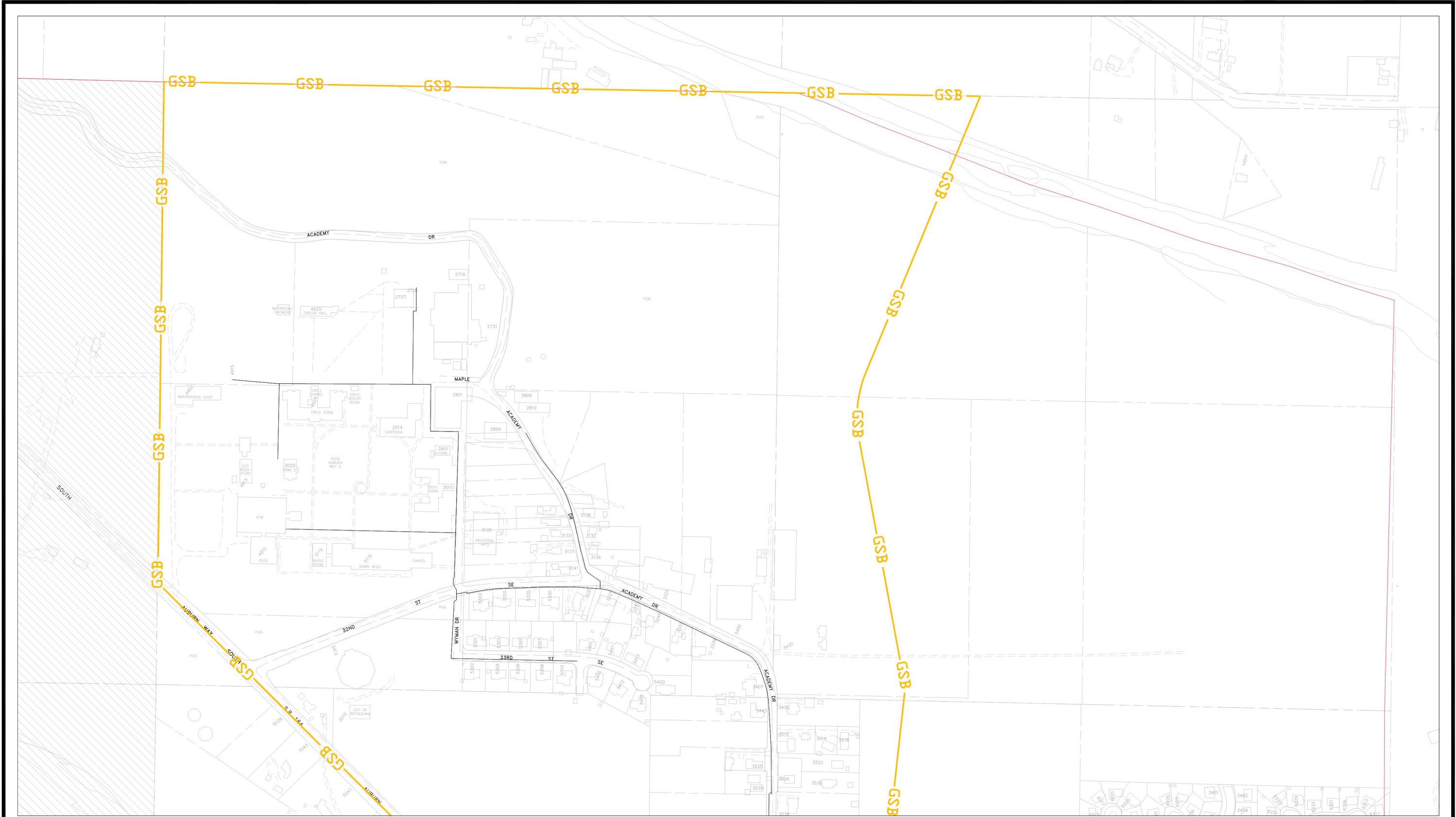
ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: _____



SCALE IN FEET

0 100 200 400 800

1 inch = 400 feet

1:4800

CALL 2 DAYS BEFORE YOU DIG

1-800-424-5555

LEGEND

ACTIVE GAS MAIN

ABANDONED OR DEAD MAIN

GAS SERVICE

AUBURN CITY LIMITS

GAS SERVICE BOUNDARY

MUCKELSHOOT TRIBAL LANDS

S-21-N	S-20-N	S-19-N
S-21-S	S-20-S	S-19-S
T-21-N	T-20-N	T-19-N

City of Enumclaw

DEPARTMENT OF PUBLIC WORKS

1309 MYRTLE AVENUE, ENUMCLAW, WASHINGTON 98022

(360) 825-3593 - FAX (360) 825-7232

NATURAL GAS SYSTEM

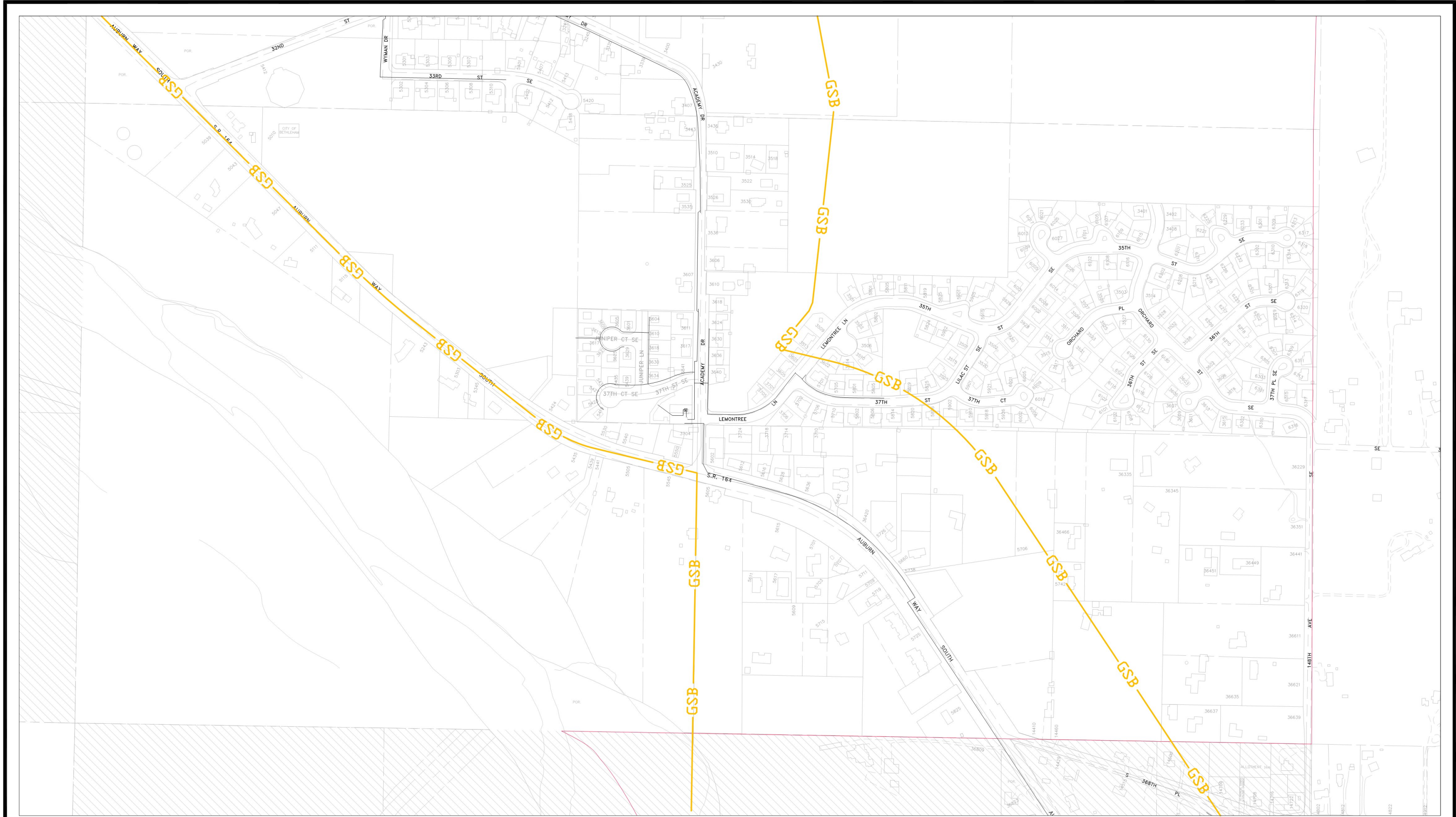
HALF-QUARTER SECTION

S-20(SOUTH)

S 1/2, NW 1/4, SEC. 27, T.21.N., R.05.E., W.M.

City of Enumclaw, King County, Washington, USA.

S OF S-20



SCALE IN FEET

0 100 400 800

50 200

1 inch = 400 feet

1:4800

CALL 2 DAYS BEFORE YOU DIG

1-800-424-5555

LEGEND

ACTIVE GAS MAIN

ABANDONED OR DEAD MAIN

GAS SERVICE

AUBURN CITY LIMITS

GAS SERVICE BOUNDARY

MUCKELSHOOT TRIBAL LANDS

S-20-S	S-19-S	S-18-S
T-20-N	T-19-N	T-18-N
T-20-S	T-19-S	T-18-S

City of Enumclaw

DEPARTMENT OF PUBLIC WORKS

1309 MYRTLE AVENUE, ENUMCLAW, WASHINGTON 98022

(360) 825-3593 - FAX (360) 825-7232

NATURAL GAS SYSTEM

HALF-QUARTER SECTION

T-19 (NORTH)

N 1/2, SE 1/4, SEC. 27, T.21.N., R.05.E., W.M.

City of Enumclaw, King County, Washington, USA.

N

OF T-19

Exhibit B

One Main Gate Station
Two District Regulator Stations
One Corrosion Control Rectifier
One Odorizer
6 inch steel high pressure pipe operating at 250 psig
2 inch steel intermediate pipe operating at 40 psig
2 inch Polyethylene pipe operating at 40 psig
½" – 2" steel and plastic services

Exhibit C

Gas Services Provided by the City of Enumclaw Gas

1. 250,000 – 425,000 Btu/hr Residential Service Line and Meter Set.
2. 615,000 -800,000 Btu/hr Commercial or Industrial Service Line and Meter Sets.
3. 1.5 MMBtu/hr – 17 Mmbtu/hr Commercial or Industrial Service Line and Meter Sets.

EXHIBIT "D"

STATEMENT OF ACCEPTANCE

_____, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

[Grantee]

By: _____ Date: _____
Name:
Title:

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2016, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

Signature

NOTARY PUBLIC in and for the State of _____, residing at _____

MY COMMISSION EXPIRES: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the July 18, 2016 Regular Meeting

Date:

July 22, 2016

Department:

Administration

Attachments:

[7-18-2016 Minutes](#)

Budget Impact:

\$0

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

Meeting Date: August 1, 2016

Item Number: CA.A



City Council Meeting
July 18, 2016 - 7:00 PM
Auburn City Hall
MINUTES

I. CALL TO ORDER

A. Pledge of Allegiance

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

B. Roll Call

City Councilmembers present: Deputy Mayor Wales, Bob Baggett, Claude DaCorsi, Bill Pelosa and Rich Wagner. Councilmembers John Holman and Yolanda Trout-Manuel were excused.

Department Directors and staff members present included: Innovation and Technology Director Paul Haugan, Director of Administration Dana Hinman, Assistant City Attorney Jessica Leiser; Community Development and Public Works Director Kevin Snyder, Police Chief Bob Lee, Finance Director Shelley Coleman, and Deputy City Clerk Shawn Campbell.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

There was no announcement, proclamation or presentation.

III. APPOINTMENTS

There was no appointment for Council consideration.

IV. AGENDA MODIFICATIONS

There was no change to the agenda.

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

No public hearing was scheduled for this evening.

B. Audience Participation

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

Gina Beck, 6351 50th Ave SW, Seattle
Ms. Beck thanked the Mayor and Council for their continued support of the Crisis Clinic. The clinic receives over 200,000 calls annually and in 2015 4,485 were from Auburn citizens, ranking the City of Auburn in the top three for call volume. The grant funds help fund the 24-hours crisis line, King

County 211 and the Teen Link Help Line and Suicide Prevention. She offered the Council a tour of the facility.

C. Correspondence

There was no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

Councilmember DaCorsi reported on behalf of the Finance ad hoc committee that reviews claims and payroll vouchers. Councilmember DaCorsi reported he and Councilmember Baggett reviewed the claims and payroll vouchers as presented and described on this evening's agenda and recommend their approval by Council.

Deputy Mayor Wales thanked both Councilmembers DaCorsi and Baggett for their work on the Council Ad Hoc Finance Committee. She said at the next Council Study Session the Council will discuss new members for the Committee.

VII. CONSENT AGENDA

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

- A. Minutes of the July 5, 2016 City Council Meeting
- B. Claims Vouchers (Coleman)
Claims voucher numbers 439399 through 439788 in the amount of \$4,507,087.88 and three wire transfers in the amount of \$680,200.36 and dated July 18, 2016.
- C. Payroll Vouchers (Coleman)
Payroll check numbers 536564 through 536602 in the amount of \$568,265.72 and electronic deposit transmissions in the amount of \$1,496,382.90 for a grand total of \$2,064,648.62 for the period covering June 30, 2016 to July 18, 2016.
- D. Public Works Project No. CP1415, Contract No. 16-12 (Snyder)
City Council award Contract No. 16-12, to Tucci & Sons, Inc. on their low bid of \$3,173,266.50 for Project No. CP1415, West Main Street Multi-Modal Corridor and ITS Improvements
- E. Public Works Project No. CP1518, Contract 15-19 (Hinman)
City Council award Contract No. 15-19 to Rod McConkey Construction on their low bid of \$302,900.00 plus Washington State sales tax of \$28,775.50 for a total contract price of \$331,675.50 for Project No. CP1518 Auburn City Hall Council Chambers Remodel
- F. Public Works Project No. CP1501 (Snyder)
City Council grant permission to advertise for bids for Project No. CP1501, Traffic Signal Safety Improvements

Deputy Mayor Wales moved and Councilmember DaCorsi seconded to approve the Consent Agenda.

The Consent Agenda includes minutes, claims and payroll vouchers and Public Works projects.

MOTION CARRIED UNANIMOUSLY. 5-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

There was no new business.

X. RESOLUTIONS

- A. Resolution No. 5239 (Snyder)
A Resolution of the City Council of the City of Auburn, Washington, setting a Public Hearing to consider a Franchise Agreement with City of Enumclaw Natural Gas

Deputy Mayor Wales moved and Councilmember Baggett seconded to approve Resolution No. 5239.

MOTION CARRIED UNANIMOUSLY. 5-0

- B. Resolution No. 5244 (Coleman)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement between the City of Auburn and King County to educate and assist Auburn businesses to reduce food waste

Councilmember Pelosa moved and Deputy Mayor Wales seconded to adopt Resolution No. 5244.

Councilmember Pelosa stated the grant from King County will provide funds to promote food wastes prevention, food donation and composting.

MOTION CARRIED UNANIMOUSLY. 5-0

XI. MAYOR AND COUNCILMEMBER REPORTS

At this time the Mayor and City Council may report on their significant City-related activities since the last regular Council meeting.

A. From the Council

Deputy Mayor Wales reported the Junior City Council participated in the 4th of July event and will also participate in August Fest, the Terry House fundraiser and National Night Out.

Councilmember Pelosa reported he attended the joint meeting with Sound Cities Association Regional Policy Committee and the King County Council to discuss the Best Start for Kids implementation plan.

Councilmember Wagner reported he attended the Puget Sound Regional Council's Transportation Policy Board meeting. He also attended the Boeing Company's 100 year celebration.

B. From the Mayor

Mayor Backus reported the City of Auburn hosted a briefing on marijuana with representation from the Washington State Liquor and Cannabis Control Board and the Attorney General's office. The purpose of the briefing was to provide clarification on issues that many cities are having and to discuss changes to medical marijuana businesses and cooperatives.

Mayor Backus also reported she helped with Meals on Wheels deliveries and swore in a new police officer.

XII. ADJOURNMENT

There being no further business before the Council, the meeting adjourned at 7:19 p.m.

APPROVED this 1st day of August, 2016.

NANCY BACKUS, MAYOR

Shawn Campbell, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers

Date:

July 27, 2016

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

approve claims vouchers

Background Summary:

Claims voucher numbers 439789 through voucher 440023, dated August 1, 2016 in the amount of \$1,252,825.59 and two wire transfers in the amount of \$185,027.14.

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

Coleman

Meeting Date: August 1, 2016

Item Number: CA.B



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers

Date:

July 27, 2016

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

approve payroll vouchers

Background Summary:

Payroll check numbers 536603 through 536635 in the amount of \$706,859.28, electronic deposit transmissions in the amount of \$1,522,954.36 for a grand total of \$2,229,813.64 for the period covering July 14, 2016 to July 27, 2016.

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

Coleman

Meeting Date: August 1, 2016

Item Number: CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1320

Date:

July 25, 2016

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)

[Final Pay Estimate No. 8](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Final Pay Estimate No. 8 to Contract No. 14-11 in the amount of \$4,702.50 and accept construction of Project No. CP1320, Maintenance and Operations Storm Drainage Improvement project.

Background Summary:

The Maintenance and Operations (M&O) Storm Drainage Improvement project consisted of the following improvements at the City's M&O facility located at 1305 C Street SW:

- Abandon the existing onsite storm pond and construct new larger storm facilities onsite.
- Reconfigure the existing onsite storm drainage system to route into the new storm facilities.
- Modify the existing decant facility bays for improved performance.
- Construct a new decant facility to allow more material to be decanted.
- Pave the driving areas that are were gravel.

A project budget contingency of \$26,529.00 remained in the 460 (Water) Fund at the end of 2015, however this money was not needed and therefore not carried forward into the project budget in 2016.

A project budget contingency of \$24,267.00 remained in the 461 (Sewer) Fund at the end of 2015, however this money was not needed and therefore not carried forward into the project budget in 2016.

A project budget contingency of \$91,618.00 remained in the 462 (Storm) Fund at the end of 2015. \$10,000.00 was carried forward into the project budget in 2016. A project budget contingency of \$246.00 remains in the 460 (Storm) Fund for 2016.

A project budget contingency of \$32,734.00 remained in the 550 (Equipment Rental) Fund at the end of 2015, however this money was not needed and therefore not carried forward into the project budget in 2016.

The final contract amount is within the budget and within the authorized contingency for the project.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: August 1, 2016

Item Number: CA.D

BUDGET STATUS SHEET

Project No: CP1320	Project Title: Maintenance & Operations Storm Drainage Improvements
Project Manager: Seth Wickstrom	

Initiation Date: February 18, 2014
 Advertisement Date: December 17, 2014
 Award Date: January 20, 2015

- ☐ Project Initiation / Grant Acceptance
- ☐ Permission to Advertise
- ☐ Contract Award
- ☐ Change Order Approval
- ☒ Contract Final Acceptance

Date: July 20, 2016

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

Funds Budgeted (Funds Available)

Funding	Prior Years	2014 (Actual)	2015 (Actual)	2016	Total
430 Water Fund		42,439	177,561		220,000
431 Sewer Fund		37,972	162,028		200,000
432 Storm Fund	19,641	91,578	670,151	10,000	791,370
432 Storm Fund - Dept. of Ecology Grant		190,383	809,017		999,400
550 Equipment Rental		51,373	218,627		270,000
Total	19,641	413,745	2,037,384	10,000	2,480,770

Estimated Cost (Funds Needed)

Activity	Prior Years	2014 (Actual)	2015 (Actual)	2016	Total
Design Engineering - City Costs	3,698	40,878	52,636		97,212
Design Engineering - Consultant Costs	15,943	372,867	4,833		393,643
Construction Contract Bid			1,723,514	5,298	1,728,811
Change Order No. 1			37,901		37,901
Change Order No. 2			36,299		36,299
Change Order No. 3			10,873		10,873
Line Item Changes			(100,798)		(100,798)
Construction Engineering - City Costs			66,315	3,700	70,016
Construction Engineering - Consultant Costs			30,664	756	31,420
Total	19,641	413,745	1,862,236	9,754	2,305,377

460 Water Budget Status

	Prior Years	2014 (Actual)	2015 (Actual)	2016	Total
*460 Funds Budgeted ()	0	(42,439)	(177,561)	0	(220,000)
460 Funds Needed	0	42,439	151,032	0	193,471
*460 Fund Project Contingency ()	0	0	(26,529)	0	(26,529)
460 Funds Required	0	0	0	0	0

461 Sewer Budget Status

	Prior Years	2014 (Actual)	2015 (Actual)	2016	Total
*461 Funds Budgeted ()	0	(37,972)	(162,028)	0	(200,000)
461 Funds Needed	0	37,972	137,761	0	175,733
*461 Fund Project Contingency ()	0	0	(24,267)	0	(24,267)
461 Funds Required	0	0	0	0	0

462 Storm Budget Status

	Prior Years	2014 (Actual)	2015 (Actual)	2016	Total
*462 Funds Budgeted ()	(19,641)	(281,961)	(1,479,168)	(10,000)	(1,790,770)
462 Funds Needed	19,641	281,961	1,387,550	9,754	1,698,907
*462 Fund Project Contingency ()	0	0	(91,618)	(246)	(91,863)
462 Funds Required	0	0	0	0	0

550 Equipment Rental Budget Status

	Prior Years	2014 (Actual)	2015 (Actual)	2016	Total
*550 Funds Budgeted ()	0	(51,373)	(218,627)	0	(270,000)
550 Funds Needed	0	51,373	185,893	0	237,266
*550 Fund Project Contingency ()	0	0	(32,734)	0	(32,734)
550 Funds Required	0	0	0	0	0

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

CITY OF AUBURN
CP1320
PAY ESTIMATE #8 & FINAL

CO. NO. 14-11
M&O Storm Drainage Improvements
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
1	Minor Changes	1	1.2154352		Eq. Adj	15,000.00	\$ 18,231.53	\$ -	122%
2	Record Drawings (Min. Bid \$1,000)	1	1		LS	3,000.00	\$ 3,000.00	\$ -	100%
3	SPCC Plan	1	1		LS	1,500.00	\$ 1,500.00	\$ -	100%
4	Utility Potholing	10	3		EA	300.00	\$ 900.00	\$ -	30%
5	Temporary Site Controls	1	1		LS	20,000.00	\$ 20,000.00	\$ -	100%
6	Construction Sequence and Staging Plan	1	1		LS	1,500.00	\$ 1,500.00	\$ -	100%
7	Mobilization	1	1		LS	155,000.00	\$ 155,000.00	\$ -	100%
8	Clearing and Grubbing	1	1		LS	5,000.00	\$ 5,000.00	\$ -	100%
9	Removal of Concrete or Asphalt Pavement	800	1095.054		SY	13.75	\$ 15,056.99	\$ -	137%
10	Removal of Structures and Obstructions	1	1		LS	30,000.00	\$ 30,000.00	\$ -	100%
11	Core Drill	34	34		EA	150.00	\$ 5,100.00	\$ -	100%
12	Fill Existing Pond and Outfall Ditch	1	1		LS	3,750.00	\$ 3,750.00	\$ -	100%
13	Ditch Excavation Including Haul	2150	2090		CY	19.00	\$ 39,710.00	\$ -	97%
14	Roadway Excavation Incl.Haul	2335	2335		CY	15.00	\$ 35,025.00	\$ -	100%
15	Unsuitable Foundation Excavation	1150	0		CY	1.00	\$ -	\$ -	0%
16	Sand Drainage Blanket	240	559.64		TON	17.00	\$ 9,513.88	\$ -	233%
17	Subgrade Preparation	9505	9977		SY	1.00	\$ 9,977.00	\$ -	105%
18	Water	0.53	0.53		MGAL	1,000.00	\$ 530.00	\$ -	100%
19	Shoring and Extra Excavation Class B	2040	1980.5		SF	0.50	\$ 990.25	\$ -	97%
20	Structure Excavation Class A, Including Haul	1050	1042.29		CY	20.00	\$ 20,845.80	\$ -	99%
21	Wall Foundation	150	40		CY	85.00	\$ 3,400.00	\$ -	27%
22	Construction Geotextile for Separation	930	448		SY	2.00	\$ 896.00	\$ -	48%
23	Crushed Surfacing Base Course	2400	3336.97		TON	20.00	\$ 66,739.40	\$ -	139%
24	Crushed Surfacing Top Course	1500	265.91		TON	21.00	\$ 5,584.11	\$ -	18%
25	HMA Cl. 1/2-inch PG 64-22 (Class B)	2133	2454.92		TON	79.00	\$ 193,938.68	\$ -	115%
26	Asphalt Cold Patch	1	0		TON	250.00	\$ -	\$ -	0%
27	Decant Building Foundation	1	1		LS	230,000.00	\$ 230,000.00	\$ -	100%
28	Pre-engineered Metal Building	1	1	0.020930232	LS	215,000.00	\$ 215,000.00	\$ 4,500.00	100%
29	PVC Drain Pipe 6-inch Diameter	68	133		LF	90.00	\$ 11,970.00	\$ -	196%
30	Trench Drain	17	0		LF	425.00	\$ -	\$ -	0%
31	Ductile Iron, Special Class 52, Storm Pipe, 12" Diam.	958	981		LF	76.00	\$ 74,556.00	\$ -	102%
32	Ductile Iron, Special Class 52, Storm Pipe, 8" Diam	365	362		LF	76.00	\$ 27,512.00	\$ -	99%
33	Ductile Iron, Special Class 52, Storm Pipe, 10" Diam	194	261		LF	76.00	\$ 19,836.00	\$ -	135%
34	Adjust Catch Basin	5	4		EA	350.00	\$ 1,400.00	\$ -	80%
35	Adjust Manhole	1	3		EA	500.00	\$ 1,500.00	\$ -	300%
36	Connect to Existing Catch Basin	8	12		EA	300.00	\$ 3,600.00	\$ -	150%
37	Debris Barrier	2	2		EA	600.00	\$ 1,200.00	\$ -	100%
38	Catch Basin Type 1	14	16		EA	1,000.00	\$ 16,000.00	\$ -	114%
39	Catch Basin Type 2, 48-inch Diameter	2	2		EA	2,500.00	\$ 5,000.00	\$ -	100%
40	Controlled Density Fill (CDF) for Filling Pipe	94	15		CY	170.00	\$ 2,550.00	\$ -	16%

SCHEDULE SUBTOTAL \$ 4,500.00

Period Dates
Begin: Nov 21, 2015
End: Jan 20, 2016

CITY OF AUBURN
CP1320
PAY ESTIMATE #8 & FINAL

CO. NO. 14-11
M&O Storm Drainage Improvements
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
41	Imported Pipe Bedding	490	328.99		TON	17.00	\$ 5,592.83	\$ -	67%
42	Select Pipe Trench Backfill	920	911.43		TON	16.00	\$ 14,582.88	\$ -	99%
43	Connect to Existing Water Main	2	2		EA	1,700.00	\$ 3,400.00	\$ -	100%
44	Special Class 52 Ductile Iron Pipe for Water Main 8 inc	442	446		LF	67.00	\$ 29,882.00	\$ -	101%
45	SDR-9 Polyethylene Tubing 2 inch Diam.	220	206		LF	35.00	\$ 7,210.00	\$ -	94%
46	Gate valve, 8 in Diam.	3	3		EA	1,600.00	\$ 4,800.00	\$ -	100%
47	Post Hydrant Assembly, Hose Reel, And Flexible Hose	2	2		EA	1,900.00	\$ 3,800.00	\$ -	100%
48	Water Service Connection 2 inch Diam.	1	1		EA	7,800.00	\$ 7,800.00	\$ -	100%
49	Temporary Water Pollution/Erosion Control	1	0.336724		Eq. Adj	5,000.00	\$ 1,683.62	\$ -	34%
50	Hydroseeding With Moderate-Term Mulch	1600	1276.227		SY	2.00	\$ 2,552.45	\$ -	80%
51	ESC Lead	120	52		DAY	150.00	\$ 7,800.00	\$ -	43%
52	Inlet Protection	21	21		EA	65.00	\$ 1,365.00	\$ -	100%
53	Stabilized Construction Entrance	200	224		SY	20.00	\$ 4,480.00	\$ -	112%
54	Check Dam	170	175		LF	15.00	\$ 2,625.00	\$ -	103%
55	Topsoil Type A	460	242		CY	40.00	\$ 9,680.00	\$ -	53%
56	Restoration and Maintenance	1	1		LS	5,000.00	\$ 5,000.00	\$ -	100%
57	Compost Blanket	258	227.38		SY	5.00	\$ 1,136.90	\$ -	88%
58	Precast Mountable Cement Conc. Traffic Curb	446	471		LF	25.00	\$ 11,775.00	\$ -	106%
59	Modified Cement Concrete Traffic Curb	457	461		LF	25.00	\$ 11,525.00	\$ -	101%
60	Dewatering System	380	0		LF	80.00	\$ -	\$ -	0%
61	Beam Guardrail	190	181		LF	80.00	\$ 14,480.00	\$ -	95%
62	Chain Link Fence, 8 Ft	800	187.5		LF	16.00	\$ 3,000.00	\$ -	23%
63	Double 14 Ft. Chain Link Gate, 8 Ft	1	1		EA	1,200.00	\$ 1,200.00	\$ -	100%
64	Quarry Spalls	50	93.02		CY	120.00	\$ 11,162.40	\$ -	186%
65	Electrical work	1	1		LS	42,000.00	\$ 42,000.00	\$ -	100%
66	Block Wall	2265	2022		SF	24.00	\$ 48,528.00	\$ -	89%
67	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe SDR-35, 8 inch Diam.	9	9		LF	100.00	\$ 900.00	\$ -	100%
68	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe SDR-35, 12 inch Diam.	47	47		LF	50.00	\$ 2,350.00	\$ -	100%
CO-1	Added 90 Days to BI #51		0		Day	150.00	\$ -	\$ -	
CO-1-1	Silt Fence	1500	610		LF	5.25	\$ 3,202.50	\$ -	41%
CO-1-2	Plastic Covering	500	1288.88		SY	3.00	\$ 3,866.64	\$ -	258%
CO-1-3	Sand Bags	150	250		EA	2.25	\$ 562.50	\$ -	167%
CO-1-4	Straw Bales	25	22		EA	11.00	\$ 242.00	\$ -	88%
CO-1-5	High Visibility Fence	2500	1478		LF	3.55	\$ 5,246.90	\$ -	59%
CO-1-6	Wattle	500	325		LF	4.50	\$ 1,462.50	\$ -	65%
CO-2	Roadway Excavation Inc. Haul-Bid Item 14	-1415						\$ -	
CO-2-1	Removal of buried pavement	2900	1155.83		SY	18.75	\$ 21,671.81	\$ -	40%
CO-3-1	Sawcutting Pavement Repair Areas	1	0.6608		Est	1,000.00	\$ 660.80	\$ -	66%
CO-3-2	Subgrade Prep for Pavement Repair Areas	1	1.88055		Est	1,000.00	\$ 1,880.55	\$ -	188%
CO-3-3	HMA for Pavement Repair C11/2in PG64-22	60	68.42		Ton	132.16	\$ 9,042.39	\$ -	114%

SCHEDULE TOTAL \$ 4,500.00

**CITY OF AUBURN
PROJECT SUMMARY**

**CP1320, M&O Storm Drainage Improvements
CO. NO. 14-11**

PAY ESTIMATE #8 & FINAL

	Original Contract Amount	Contract Change Orders	Total Payment	This Period	Percent/Contract
SCHEDULE A: Street Improvements					
Contract	\$ 1,578,823.00	\$ 77,692.10	\$ 1,564,462.31	\$ 4,500.00	94%
Sales Tax (+9.5%)	\$ 149,988.19	\$ 7,380.75	\$ 148,623.92	\$ 427.50	
Retainage (-5%)			\$ (78,223.12)	\$ (225.00)	
SCHEDULE TOTAL	\$ 1,728,811.19	\$ 85,072.85	\$ 1,634,863.11	\$ 4,702.50	

TOTAL CONTRACT AMOUNT TO DATE (including Sales Tax)	\$	1,713,086.23	
TOTAL PAYMENT TO CONTRACTOR	\$	1,634,863.11	\$ 4,702.50
PAYMENT DUE CONTRACTOR:			\$ 4,702.50

Period Dates
Begin: Nov 21, 2015
End: Jan 20, 2016

CITY OF AUBURN
CP1320

CO. NO. 14-11
M&O Storm Drainage Improvements

PAY ESTIMATE #8 & FINAL

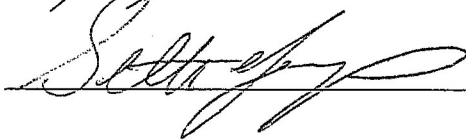
CONTRACTOR:
SCI Infrastructure
2825 South 154th Street
Seattle, WA 98188
Phone: 206-242-0633

The undersigned has reviewed and approved this final pay estimate. I agree that it is a true and correct statement showing all monies due me from the City of Auburn under this contract; that I have carefully examined the final pay estimate estimate and understand it and that I hereby release the City of Auburn from any and all claims of whatsoever nature which I may have, arising out of this contract, which are not set forth in this estimate.

PAYMENT DUE TO CONTRACTOR = \$ 4,702.50

Signatures:

Contractor  Date 7-12-16

Inspector  Date 7-18-16

Project Manager  Date 7-18-16

City Engineer _____ Date _____



0 60ft 120ft
1-inch = 120-feet

CP1320 - Maintenance and Operations Storm Drainage Improvement Project

 = New Improvement

Segale Properties

Location of New Storm Outfall

Marmon Keystone Corp

SuperValue
701 15th St SW

New Storm Facility

Abandon Existing Storm Pond

New Storm Facility

New Storm Facility

ACCESS ROAD

Location of Existing Storm Outfall

Existing Decant Facility

New Decant Facility Expansion

New Storm Facility

Auburn Maintenance and Operations
1305 C St SW

C STREET SW

Auburn School District (Bus Barn)

Auburn Park Maintenance

GSA Park

400 ft to 15th St SW



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6613

Date:

July 28, 2016

Department:

City Council

Attachments:

[Ord No. 6613](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:**

This ordinance would allow, under limited circumstances, marijuana related businesses, including retailers, producers and processors, to operate within the City of Auburn. Marijuana related businesses or activities that are not specifically authorized in this ordinance would (still) be prohibited by a moratorium. The moratorium includes a work plan for review of ongoing issues. It may be that other changes to the ordinance and other limitations or accommodations for marijuana related businesses and activities could come out of the Planning Commission and City Council review consistent with the work plan.

In the meantime, the ordinance imposes a limitation on the number of retail establishments, limiting them to not more than two such businesses within the City, provided that where more than two such businesses have been licensed or have received permits from the City related to their business, they may continue even though that exceeds the limitation of two such businesses for the City. However, the ordinance also provides that if any of those businesses leave or cease operation, the limitation on the number of retail businesses reverts to two (2).

There is also a limitation on the total square footage - up to 90,000 ft.² for producers and processors operating within the City, and an individual minimum limitation on the size of such operations of 4000 ft.². Businesses that are currently operating or licensed to operate within the City that have less than the 4000 ft.² minimum would be allowed to continue operation at their initial location. At any change in the location or additional businesses would need to meet the 4000 minimum square foot requirement.

The ordinance also includes specific reference to statutory and regulatory provisions relating to use of organic solvents. When not used in conformity with required procedures and protocols, use of organic solvents can create hazards for the city.

Reviewed by Council Committees:

Councilmember:

Staff: Heid

Meeting Date: August 1, 2016

Item Number: ORD.A

ORDINANCE NO. 6 6 1 3

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, CREATING A NEW SECTION, 5.20.250, OF THE AUBURN CITY CODE AND AMENDING SECTIONS 1.04.060, 1.25.010, 5.20.030, 5.20.050 AND 9.22.030 OF THE AUBURN CITY CODE RELATED TO MARIJUANA RELATED BUSINESSES AND ACTIVITIES, AND IMPOSING A MORATORIUM ON MARIJUANA RELATED ACTIVITIES AS IDENTIFIED HEREWITH

WHEREAS, the voters of the State of Washington approved Initiative Measure No. 502 (I-502), in 2012, now codified within Chapters 69.50, 46.04, 46.20, 46.21 and 46.61 of the Revised Code of Washington (RCW), which initiative decriminalized possession and use of certain amounts of marijuana and marijuana paraphernalia, and authorized promulgation of regulations and issuance of licenses by the Washington State Liquor and Cannabis Board (WSLCB) for the production, processing and retailing of marijuana; and

WHEREAS, pursuant to Section 13 of I-502, the City of Auburn was initially allocated a maximum of two (2) marijuana retailers licensed by the WSLCB; and

WHEREAS, Second Engrossed Substitute House Bill 2136 and Senate Bill 5052 (SB 5052), adopted on April 24, 2015, revised state requirements for state marijuana regulations, including marijuana processors, producers, retailers, and cooperatives; and

WHEREAS, the WSLCB notified the City of Auburn on September 23, 2015, that pursuant to SB 5052 it would not limit the number of marijuana retailers licensed within the City of Auburn to only those allocated per I-502; and

WHEREAS, the WSLCB notified the City of Auburn on March 8, 2016, that it would increase the number of marijuana retailers licensed within the City of Auburn to the two (2) authorized by I-502 and identified as the Stash Box and Evergreen Market, AND an additional two (2) Priority 1 applicants for licenses under SB 5052 ; and

WHEREAS, the WSLCB has since indicated that the number of SB 5052

retail licenses within the City of Auburn (presently two [2]) may be increased in the future; and

WHEREAS, the City of Auburn adopted a moratorium, through Resolution No. 5194, prohibiting any new marijuana retailers not already in operation on January 4, 2016; and

WHEREAS, in a public hearing on February 16, 2016, and in comment to City elected officials, including social media posts, Auburn residents voiced concern for any marijuana retailers in excess of the initial two (2) originally approved by I-502; and

WHEREAS, WSLCB then notified the City of Auburn on March 8, 2016, that marijuana retailers, including the Evergreen Market, that were licensed using the I-502 lottery are not allowed to move out of the jurisdictions where they are licensed; and

WHEREAS, based upon – and in reliance on – that information, the City of Auburn amended its moratorium, through Resolution No. 5215, to authorize the operation of the two (2) marijuana retailers initially provided for by I-502; and

WHEREAS, other cities, including Everett, Renton and Vancouver have adopted restrictions on the number of licensed retailers to conform to initial I-502 approved caps; and

WHEREAS, the WSLCB continued to process and issue licenses to marijuana retailers within the City of Auburn pursuant to SB 5052 despite transmittal of Resolution No. 5215 to the WSLCB; and

WHEREAS, because of the continued processing and issuing of WSLCB licenses of retail marijuana businesses, and because new retail marijuana businesses continued to engage in activities contrary to the City's moratoria, and in response to the inconsistent, conflicting, and uncooperative position of the WSLCB, the City of Auburn adopted Ordinance No. 6595 on April 4, 2016, which ordinance prohibited all marijuana related activities within the City of Auburn ; and

WHEREAS, consistent with a report by the Northwest High Intensity Drug

Trafficking Area, a division of the Office of National Drug Control Policy, Ordinance No. 6595 protects public health, safety and welfare by minimizing societal effects of marijuana, including a 122% increase in fatality motor vehicle accidents involving the use of marijuana between 2010 and 2014 and a 312% increase in contacts to the Washington Poison Center for intoxication calls pertaining to youth consumption of marijuana, and other increases on demands for public services such as fire and police presence; and

WHEREAS, despite the City's transmittal of Ordinance No. 6595 to the WSLCB, the WSLCB has continued to process and issue licenses to marijuana retailers within the City of Auburn pursuant to SB 5052; and

WHEREAS, the City of Auburn has been forced to expend significant resources to enforce Resolution No. 5194, Resolution No. 5215 and Ordinance No. 6595, due to WSLCB's continued issuance of marijuana retailer licenses pursuant to SB 5052; and

WHEREAS, the City desires to provide greater clarity as to permitted and prohibited marijuana retailers within the City of Auburn, avoid onerous enforcement proceedings, improve voluntary compliance with local laws pertaining to marijuana activities, facilitate improved cooperation with the WSLCB, and protect the public health, safety and welfare while remaining cognizant of the approval of I-502 by voters within the City of Auburn; and

WHEREAS, the incorporation of marijuana retailers into the City's business licensing requirements will provide greater clarity, consistency, predictability and uniformity that will benefit Auburn businesses and residents; and

WHEREAS, in a public hearing on February 16, 2016, and in comment to City elected officials, including social media posts, Auburn residents have not expressed objection to, or concern over, licensed marijuana processors or producers operating within the City of Auburn; and

WHEREAS, the revisions to state requirements for marijuana processors and producers included in SB 5052 were minimal and have not resulted in a

noticeable increase in police and fire calls within the City of Auburn; and

WHEREAS, marijuana processors and producers are not accessed by the general public and, consequently, result in impacts to the surrounding community that are different than the impacts created by marijuana retailers and are properly addressed through development and consideration of zoning provisions, as is evidenced in other cities in Washington, including Vancouver and Spokane Valley; and

WHEREAS, the Planning Commission of the City of Auburn has held and conducted various public meetings and workshops to address marijuana production, processing, and retailing, and subsequent zoning requirements for licensed marijuana processors and producers is expected; and

WHEREAS, the WSLCB continues to license marijuana processors and producers within the City of Auburn; and

WHEREAS, the incorporation of marijuana processors and producers into the city's business licensing requirements will provide greater clarity, consistency, predictability and uniformity that will benefit Auburn businesses and residents; and

WHEREAS, the City desires to better align the regulation of licensed marijuana processors and producers with the expressed preference of its residents, improve voluntary compliance with local laws pertaining to marijuana activities, facilitate improved cooperation with the WSLCB and protect the public health, safety and welfare while remaining cognizant of the approval of I-502 by voters within the City of Auburn; and

WHEREAS, issues related to the schedule I classification of marijuana in the Controlled Substances Act of 1970 and clinical and trial research on marijuana's potential therapeutic effects warrant review of how or whether this should be addressed in the Auburn City Code; and

WHEREAS, existing marijuana retailers, approved and licensed under I-502, within the City as well as others within neighboring communities can provide adequate access to marijuana for medicinal purposes; and

WHEREAS, Article XI, Section 11 of the Washington State Constitution provides that any city may make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws; and

WHEREAS, the City has all powers possible under the Constitution and not specifically denied to it; and

WHEREAS, the Washington Attorney General, through Opinion 2014-02, has advised that I-502 left in place the normal powers of local governments to regulate marijuana related businesses within their jurisdictions; and

WHEREAS, the Washington Supreme Court also upheld city authority to prohibit medical marijuana related land uses within their jurisdictions in *Cannabis Action Coalition v. City of Kent*; and

WHEREAS, the City's right to exact license fees through business licensing requirements has been upheld by the Washington Supreme Court in *Diamond Parking, Inc. v. City of Seattle*, *City of Port Angeles v. Hadsell*, and *World Wide Video, Inc. v. City of Tukwila*; and

WHEREAS, ACC 5.10.040(A) requires any person desiring to establish or undertake any activity, occupation, trade, pursuit, profession or other matter with a physical presence in the City, whether operated with the object of profit or operated not for profit, to first apply for, and obtain a business license; and

WHEREAS, the City code does not currently include business licensing requirements for marijuana related businesses; and

WHEREAS, amendment of the City code to provide business licensing requirements for marijuana related businesses will improve voluntary compliance with local laws pertaining to marijuana activities, facilitate improved cooperation with the WSLCB and protect the public health, safety and welfare while remaining cognizant of the approval of I-502 by voters within the City of Auburn; and

WHEREAS, the Auburn City Code does not currently have specific provisions addressing the number of statutorily permitted marijuana provisions and/or uses; and

WHEREAS, the provisions for marijuana cooperatives, marijuana researchers and marijuana transporters contained within SB 5052 go into effect July, 2016; and

WHEREAS, marijuana cooperatives, marijuana researchers and marijuana transporters are not explicitly addressed by current code provisions; and

WHEREAS, the impacts and effects of marijuana cooperatives, marijuana researchers and marijuana transporters on Auburn and the Auburn community are unknown and deserving of study and review; and

WHEREAS, the inclusion of the prohibition of marijuana cooperatives, marijuana researchers and marijuana transporters in the City's business licensing requirements, pending review and potential amendment of the City Code, will provide greater safety, clarity, consistency, predictability and uniformity that will benefit Auburn businesses and residents; and

WHEREAS it would be advantageous for the City of Auburn to have a thorough review made of the impacts and effects of marijuana cooperatives, marijuana researchers and marijuana transporters; and

WHEREAS, Sections 35A.63.220 and 36.70A.390 of the Revised Code of Washington (RCW) authorize the City Council to adopt an immediate moratorium for a period of up to twelve (12) months if a public hearing on the proposal is held within at least sixty (60) days of its adoption and a work plan is developed for related studies providing for the moratorium period; and

WHEREAS, the City Council desires to impose a moratorium for an initial term of twelve (12) months on the acceptance and/or processing of any permit or applications, for or related to any marijuana related activities, including, but not limited to, licensing, permitting, siting, making structural or building improvements, or operating any new marijuana activities; and any other marijuana uses or activities that are not expressly provided by the City Code regulations addressed herein; and

WHEREAS, the City Council anticipates that it can develop and adopt appropriate controls for marijuana retail facilities prior to the expiration of the moratorium enacted hereby; and

WHEREAS it would be advantageous for the City of Auburn to have a thorough review made of the alternatives and options available to it for regulation of marijuana related uses and activities; and

WHEREAS, in the event permanent regulations are adopted prior to the expiration of the twelve (12) month moratorium established by this Ordinance this Ordinance may be repealed, terminating the moratorium.

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

Section 1. Recitals Adopted. That the City Council hereby adopts the recitals contained in this Ordinance as Findings of Facts and Conclusions, as appropriate given the context of each recital and incorporates said recitals herein by this reference.

Section 2. Replacement of Prior Ordinance. That this Ordinance replaces and supersedes Ordinance No. 6595.

Section 3. Creating a New Section of the City Code. That a new Section, 5.20.250, of the Auburn City Code is hereby created to read as follows:

5.20.250 Marijuana Related Activities.

A. Definitions,

1. "Marijuana cooperative" means up to four qualifying patients, as defined by RCW 69.51A.010(19), who share responsibility for acquiring and supplying the resources needed to produce and process marijuana, including tetrahydrocannabinols or cannabimimetic agents, only for the medical use of members of the cooperative and not for profit. At least until a thorough review of land use and code enforcement issues by the planning commission and the city council, and possible amendment to the city code, marijuana cooperatives shall not be permitted within the city of Auburn .

2. "Marijuana related business" means a person or entity engaged in

for-profit activity that includes the possession, cultivation, production, processing, distribution, dispensation, or sale of tetrahydrocannabinols or cannabimimetic agents, as defined by the controlled substances act, codified at 21 U.S.C. § 812, including marijuana retailers, marijuana processors, and marijuana producers, as defined herein.

a. "Marijuana processor" means any person or entity licensed by the Washington state liquor and cannabis board to process, package, and label marijuana concentrates, including tetrahydrocannabinols or cannabimimetic agents, in accordance with the provisions of RCW chapters 65.50 and 69.51a and WAC chapter 314-55.

b. "Marijuana producer" means any person or entity licensed by the Washington state liquor and cannabis board to produce marijuana, including tetrahydrocannabinols or cannabimimetic agents, for wholesale to marijuana processors and other marijuana producers pursuant to RCW 69.50.325.

c. "Marijuana retailer" means any person or entity established for the purpose of making marijuana concentrates, usable marijuana and marijuana-infused products, including tetrahydrocannabinols or cannabimimetic agents, available for sale to adults aged twenty-one and over.

d. "Marijuana researcher" is a position licensed by the Washington state liquor and cannabis board that permits a licensee to produce, process, and possess marijuana for the limited research purposes set forth in RCW 69.50.372. at least until a thorough review of land use and code enforcement issues by the planning commission and the city council, and possible amendment to the city code, marijuana researcher businesses shall not be permitted within the city of Auburn.

e. "Marijuana transporter" is a position licensed by the Washington state liquor and cannabis board pursuant to WAC 314-55-310 that allows a licensee to physically transport or deliver marijuana, marijuana concentrates, and marijuana-infused products between licensed marijuana businesses within Washington state. at least until a thorough review of land use and code enforcement issues by the planning commission and the city council, and possible amendment to the city code, marijuana transporter businesses shall not be permitted within the city of Auburn.

B. License application – qualification – requirements to apply. in addition to the information required to be included with an application form pursuant to ACC 5.10.040(a), an application for a license for marijuana related business shall also include:

1. License – each application for a marijuana related business shall be accompanied by a current, valid license to operate as a marijuana producer or marijuana processor issued by the Washington state liquor and cannabis board, or a current, valid license to operate as a marijuana retailer awarded by the Washington state liquor and cannabis board on the basis of I-502 lottery selection. even if permitted or licensed by and/or registered with the Washington state liquor and cannabis board, marijuana cooperatives, marijuana researchers

and marijuana transporters are not qualified or entitled to operate within the city of Auburn or to apply for a permit or business license within the city of Auburn.¹

a. The maximum number of licensed marijuana retailers authorized and allowed to operate in the city of Auburn shall not exceed two (2), provided that a marijuana retailer licensed by the Washington state liquor and cannabis board may be allowed to operate within the city even if it constitutes more than two (2) such businesses, if :

(1) the business was engaged in lawfully licensed business at a time when the city did not have a moratorium or a ban prohibiting such activity,

or

(2) the business applied to the city for permits or approvals patently related to its intended marijuana retailers business at a time when the city did not have a moratorium or a ban prohibiting such activity,

and

(3) the business operation is at a location approved by the city.

It is further provided, that if any such licensed marijuana retail business ceases to operate within the city, the number of authorized marijuana retail businesses would be reduced to a number not exceeding two (2).

For the purposes hereof, the mayor or designee shall be authorized to determine whether a marijuana retailer was engaged in lawfully licensed business at a time when the city did not have a moratorium or a ban prohibiting such activity, or the whether such business applied to the city for permits or approvals related to its intended business operations at a time when the city did not have a moratorium or a ban prohibiting such activity

b. Any marijuana producer or marijuana processors operating within the city (i) shall strictly comply with all industrial, health and safety codes, including but not limited to section 314.55.104 WAC and section 69.50.348 RCW, and (ii) shall have at least 4,000 square feet of building utilized for its individual business, and the total square feet of all marijuana producers and processor in the city shall not exceed 90,000 square feet of building space; provided that any such business that was licensed and existing prior to August 1, 2016, that did not have at least 4,000 square feet of building utilized for its individual business may continue operating at its current location even though it did not have at least 4,000 square feet of building utilized for its individual business.

2. Security requirements – each application for a marijuana related business shall be accompanied by documentation of compliance with the security requirements of WAC 314-55-083 (2) and (3).

3. Fingerprints – Each application for a marijuana related business or

¹ See Section 5.20.250 ACC.

renewal shall be accompanied by a complete set of fingerprints of all managers and owners of the business, utilizing fingerprint forms as prescribed by the chief of police.

C. License regulations.

1. Access by city officials – all city officials shall have free access to marijuana related businesses licensed under the provisions of this chapter for the purposes of inspecting and enforcing compliance with the provisions of this chapter.

2. Entry prohibitions for certain person – It is unlawful for the owner, proprietor, manager, or person in charge of any marijuana related business licensed under the provisions of this chapter, or for any employee of said place, to allow entry or admission to any person under the age of 21 years of age, any lewd or dissolute person, any drunken or boisterous person, or any person under the influence of any intoxicant.

3. Law enforcement officers entry right – It is unlawful for the owner, proprietor, manager or person in charge of any marijuana related business licensed under the provisions of this chapter to refuse admission to any peace officer of the city or of the state, or any officer of the united states government charged with the duty of enforcing the police laws of the united states. said officers shall have free access at all times to any marijuana related businesses licensed under the provisions of this chapter.

4. Operation regulations – All marijuana, including tetrahydrocannabinols or cannabimimetic agents, equipment and all cultivation, processing, production, storage or sales shall be conducted entirely inside buildings. any perimeter fencing intended for security purposes shall meet the requirements of the city of Auburn and of the state of Washington applicable thereto.

5. State statute compliance – All marijuana related businesses licensed under the provisions of this chapter shall also comply with RCW chapters 69.50 and 69.51A, and WAC chapter 314-55, as applicable.

Section 4. Amendment to City Code. That section 1.04.060 of

the Auburn City Code is hereby amended as follows:

1.04.060 Conflict of ordinances with state or federal law.

A. All ordinances and city code provisions, and regulations therein, shall not be in conflict with all other regulations and/or requirements of state and federal law, insofar as not permitting or allowing any action, use or conduct which is in violation of or prohibited by any state or federal laws, regulations or codes. Any such provisions that cannot be implemented or enforced because of provisions of state or federal law, or that cannot be reconciled with any state or federal law, shall be deemed to be in conflict therewith. Any provisions of city ordinances or of the city code deemed by the city council to be in conflict with

state or federal law shall be null and void. The provisions of this section do not allow any action, use or conduct which is in violation of any local, state or federal laws, regulations, codes and/or ordinances, and the city is not authorized to permit, or license such action, use or conduct.

~~B. Any action, use or conduct which is not permitted or allowed is prohibited. It is provided, however, that the provisions of this subsection B do not apply to any person or persons who has/have a valid, lawful license issued by the state of Washington to produce, process or sell marijuana, marijuana concentrates, usable marijuana and/or marijuana infused products and is acting in full conformity with the requirements of the state of Washington related to such license pursuant to RCW 69.50.301 through 69.50.369, and WAC 314.55.005 through 314.55.540. In such instances, the state of Washington, not the city, is the permitting and licensing entity. It is provided, however, that this provision does not preclude the city from taking enforcement action in instances where conduct or activity that is licensed or permitted under RCW 69.50.301 through 69.50.369, and WAC 314.55.005 through 314.55.540, occurs within the city of Auburn but is not in compliance with or violates the requirements of such state licensing or permitting. For the purposes of this section only, the provisions of RCW 69.50.325 through 69.50.369 and WAC 314.55.515 through 314.55.535 are hereby adopted by reference and incorporated herein.~~

C. Except as provided by ACC 5.20.250 and 9.22.010, no action, activity, business or enterprise shall be allowed or permitted to be conducted within the city of Auburn that is in violation of state or federal law. (Ord. 6525 § 2, 2014; Ord. 6416 § 3, 2012.)

Section 5. Amendment to City Code.

That section 1.25.010 of

the Auburn City Code is hereby amended as follows:

1.25.010 Purpose.

It is the purpose of this chapter to generally provide civil penalties for non-fire code violations of ACC Titles 1, 5, 8, 10, 12, 13, 15, 16, 17 and 18, all standards, regulations and procedures adopted pursuant to those titles, and the terms and conditions of any permit or approval issued pursuant to those titles which do not involve imminent danger to the public health, safety and welfare of persons or property, and such other code provisions as are specified. Criminal penalties provided in this code for non-fire violation of ACC Titles 1, 5, 8, 10, 12, 13, 15, 16, 17 and 18, and all standards, regulations and procedures adopted pursuant to those titles, and the terms and conditions of any permit or approval issued pursuant to those titles whether contained in chapter 1.24 ACC or in the individual titles are superseded to the extent provided herein. It is the intent of this chapter to permit a timely and efficient means of enforcement, to establish definitions, monetary penalties for violations and a hearing process before the court of limited jurisdiction authorized to hear cases of the city as assigned in the

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ACC or as otherwise provided by law. (Ord. 6429 § 1, 2012; Ord. 5966 § 1, 2006; Ord. 5837 § 1, 2004; Ord. 5677 § 2, 2002; Ord. 5667 § 1, 2002; Ord. 5246 § 1 (Exh. B), 1999; Ord. 5212 § 1 (Exh. B), 1999; Ord. 4460 § 1, 1991.)

Section 6. Amendment to City Code.

That section 5.20.030 of

the Auburn City Code is hereby amended as follows:

5.20.030 License required – Fee – Term – Notices – Exemptions.

A. It is unlawful for any person, firm or corporation to engage in any business as provided in this chapter within the city limits without first obtaining a license pursuant to the provisions of this chapter.

B. The fee licensing under the provisions of this chapter shall be as follows:

Type	Fee		Term
	Initial	Renewal	
Ambulance Services License			
Business	No Fee	No Fee	1/1 – 12/31
Attendant	No Fee	No Fee	1/1 – 12/31
Amusement Device License			
1 to 4	\$40.00	\$20.00	1/1 – 12/31
5 or more	\$70.00	\$20.00	1/1 – 12/31
Auto Races License	\$70.00	\$20.00	1/1 – 12/31
Cabaret License	\$50.00	\$20.00	1/1 – 12/31
Carnivals, Circuses, Shows, etc., Licenses			
Carnival/circus	\$70.00	\$20.00	1/1 – 12/31
Theater	\$70.00	\$20.00	1/1 – 12/31
Show/exhibition	\$70.00	\$20.00	1/1 – 12/31
Public amusement	\$70.00	\$20.00	1/1 – 12/31
Dance License	\$50.00	\$20.00	1/1 – 12/31
Fire Extinguisher			
Without testing	\$30.00	\$20.00	1/1 – 12/31
With testing	\$45.00	\$20.00	1/1 – 12/31
Fireworks Stands License	\$70.00	\$20.00	Noon 6/28 to Noon 7/6
(Regulation of fireworks stands under Chapter 8.24 ACC)			
Massage Business, Health Salon, Public Bathhouse License			
Business	\$85.00	\$20.00	1/1 – 12/31

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Type	Fee		Term
	Initial	Renewal	
Attendant	\$85.00	\$20.00	1/1 – 12/31
Merchant Patrol, Private Detective License			
Merchant patrol agency	\$55.00	\$20.00	1/1 – 12/31
Patrolman	\$55.00	\$20.00	1/1 – 12/31
Detective agency	\$55.00	\$20.00	1/1 – 12/31
Detective	\$55.00	\$20.00	1/1 – 12/31
Motor Vehicle Wreckers License	\$70.00	\$20.00	1/1 – 12/31
Outdoor Musical Entertainment License			
	\$85.00/Event		1/1 – 12/31
Pawnbrokers/Secondhand Dealers License			
	\$40.00	\$20.00	1/1 – 12/31
Solicitor License			
Master	\$40.00	\$20.00	1/1 – 12/31
Agent	\$40.00	\$20.00	1/1 – 12/31
Individual	\$40.00	\$20.00	1/1 – 12/31
Taxicab License – Requires King County license only to operate in Auburn			
Tow Truck Business License			
Business	\$60.00	\$20.00	1/1 – 12/31
Driver	\$40.00	\$20.00	1/1 – 12/31
Marijuana Related Businesses	<u>\$500.00</u>	<u>\$500.00</u>	1/1 – 12/31

Provided, that for the 2010 calendar year only, the renewal fee for business licenses for the period July 1, 2010, to December 31, 2010, shall be one-half of the specified renewal fees.

C. A duplicate license shall be issued by the business license clerk, as designated by the mayor, to replace any license previously issued which has been lost, stolen, defaced or destroyed, upon the filing of an affidavit attesting to such fact and the paying to the business license clerk of a fee of \$1.00.

D. Any notice required by this chapter to be mailed to any licensee shall be sent by ordinary mail, addressed to the address of the licensee shown by the records of the business license clerk or, if no such address is shown, to such address as the business license clerk is able to ascertain by reasonable effort. Failure of the licensee to receive such mailed notice shall not release the licensee from any fee or penalties thereon, nor shall such failure operate to extend any time limit set by the provisions of this chapter.

E. This section grants an exemption from paying a fee for any licenses required under the provisions of this chapter to bona fide nonprofit, charitable, religious, or philanthropic persons or organizations.

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1. Any person or organization claiming the exemptions of this section shall file with the business license clerk an affidavit setting forth facts sufficient to show the application of this section and the right to such exemption.

2. Persons or organizations required to be licensed by the state of Washington, wherein the state has preempted the field of endeavor of any such persons or organizations, shall not be required to obtain a license from the city under the provisions of this title; provided however, any such persons or organizations doing business within the city limits of the city shall carry the state license on his or her person at all times when doing business within the city, and shall exhibit such state license whenever he or she is requested to do so by any police officer or any person who asks to see the same.

~~F. For the 2010 calendar year only, individual license renewals shall be valid for the period July 1, 2010, to December 31, 2010, subject to the payment of one half of the specified renewal fee. For the 2011 calendar year and subsequent calendar years, individual license renewals shall be for the period January 1st through December 31st. (Ord. 6309 § 4, 2010; Ord. 5897 § 7, 2005; Ord. 4012 § 2, 1984.)~~

Section 7. Amendment to City Code. That section 5.20.050 of

the Auburn City Code is hereby amended as follows:

5.20.050 License application – Approval or disapproval procedure.

The business license staff person shall collect all license fees and shall issue licenses in the name of the city to all persons qualified under the provisions of this chapter and shall:

A. Adopt all forms and prescribe the information required to implement this chapter;

B. Submit all applications, to department heads as listed below for their endorsements as to compliance by applicant with all city regulations which they have the duty of enforcing:

1. Ambulance services license: Valley Regional Fire Authority and police department;

2. Amusement device license: police (four or under) and community development and public works and police (five or more);

3. Auto races license: Valley Regional Fire Authority, community development and public works, , and police departments;

4. Cabaret licenses: Valley Regional Fire Authority and police departments;

5. Carnivals, circuses, shows, etc., licenses: Valley Regional Fire Authority, community development and public works, and police departments;

6. Dance licenses: Valley Regional Fire Authority and police department;

7. Fire extinguisher service licenses: Valley Regional Fire Authority;

8. Massage business, health salon, etc., licenses: community

development and public works, police departments and appropriate County health department;

9. Merchant patrol and private detective licenses: police department;

10. Motor vehicle wreckers licenses: community development and public works and police departments and Valley Regional Fire Authority;

11. Outdoor musical entertainment licenses: community development and public works and police departments and Valley Regional Fire Authority;

12. Pawnbrokers/secondhand dealers licenses: police department;

13. Solicitor license: police department;

14. Tow truck business license: Valley Regional Fire Authority, community development and public works and police departments;

15. Marijuana related business license: community development and public works, police and utilities departments, and Valley Regional Fire Authority.

C. Notify any applicant of the acceptance or rejection of his/her application and shall, upon denial of any license state in writing the reasons therefor, the process for appeal and deliver them to the applicant.

D. Deny any application for license upon written findings that the granting would be detrimental to the public peace, health or welfare:

1. Whenever any such license is denied the applicant may within 15 calendar days from date of action, file written notice of appeal to the city's director of community development and public works. Action of the city's director of community development and public works may be appealed 15 calendar days from date of action to the hearing examiner, and action of the hearing examiner shall be conclusive and not subject to review.

2. When the issuance is denied and any action instituted by the applicant to compel its issuance, such applicant shall not engage in the business for which the license was refused unless a license is issued pursuant to a judgment ordering the same. (Ord. 6532 § 7, 2014; Ord. 5897 § 9, 2005; Ord. 4012 § 2, 1984.)

Section 8. Amendment to City Code.

That section 9.22.030 of

the Auburn City Code is hereby amended as follows:

9.22.030 Drug paraphernalia – Definitions.

Except as authorized under United States Code (USC) Title 21: the Controlled Substances Act, and except as authorized by the Revised Code of Washington under RCW 69.50.301 through 69.50.369, as ~~As~~ used in this chapter, "drug paraphernalia" means all equipment, products, and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling,

smoking, or otherwise introducing into the human body a controlled substance. It includes, but is not limited to:

A. Kits used, intended for use or designed for use in planting, propagating, cultivating, growing or harvesting of any species of plant which is a controlled substance or from which a controlled substance can be derived;

B. Kits used, intended for use, or designed for use in manufacturing, compounding, converting, producing, processing or preparing controlled substances;

C. Isomerization devices used, intended for use or designed for use in increasing the potency of any species of plant which is a controlled substance;

D. Testing equipment used, intended for use or designed for use in identifying or in analyzing the strength, effectiveness or purity of controlled substances;

E. Scales and balances used, intended for use or designed for use in weighing or measuring controlled substances;

F. Diluents and adulterants, such as quinine hydrochloride, mannitol, mannite, dextrose and lactose, used, intended for use or designed for use in cutting controlled substances;

G. Separation gins and sifters used, intended for use, or designed for use in removing twigs and seeds from, or in otherwise cleaning or refining, marijuana;

H. Blenders, bowls, containers, spoons and mixing devices used, intended for use or designed for use in compounding controlled substances;

I. Capsules, balloons, envelopes and other containers used, intended for use or designed for use in packaging small quantities of controlled substances;

J. Containers and other objects used, intended for use or designed for use in storing or concealing controlled substances;

K. Hypodermic syringes, needles and other objects used, intended for use or designed for use in parenterally injecting controlled substances into the human body;

L. A device "designed primarily for" such smoking or ingestion set forth in this section is a device which has been fabricated, constructed, altered, adjusted or marked especially for use in the smoking, ingestion or consumption of marijuana, hashish, hashish oil, cocaine or any other "controlled substance," and is peculiarly adapted to such purposes by virtue of a distinctive feature or combination of features associated with drug paraphernalia, notwithstanding the fact that it might also be possible to use such device for some other purpose. Paraphernalia includes, but is not limited to, the following items or devices:

1. Metal, wooden, acrylic, glass, stone, plastic or ceramic pipes with or without screens, permanent screens, hashish heads or punctured metal bowls;
2. Water pipes;
3. Carburetion tubes and devices;
4. Smoking and carburetion masks;

5. Roach clips, meaning objects used to hold burning material, such as a marijuana cigarette, that has become too small or too short to be held in the hand;
6. Miniature cocaine spoons and cocaine vials;
7. Chamber pipes;
8. Carburetor pipes;
9. A smokable pipe which contains a heating unit, whether the device is known as an "electric pipe" or otherwise;
10. Air-driven pipes;
11. Chillums;
12. A device constructed so as to prevent the escape of smoke into the air and to channel smoke into a chamber where it may be accumulated to permit inhalation or ingestion of larger quantities of smoke than would otherwise be possible, whether the device is known as a "bong" or otherwise;
13. A device constructed so as to permit the simultaneous mixing and ingestion of smoke and nitrous oxide or other compressed gas, whether the device is known as a "buzz bomb" or otherwise;
14. A canister, container or other device with a tube, nozzle or other similar arrangement attached thereto so constructed as to permit the forcing of smoke accumulated therein into the user's lungs under pressure, whether the device is known as a "power hitter" or otherwise;
15. A device for holding a marijuana cigarette, whether the device is known as a "roach clip" or otherwise;
16. A spoon for ingestion of a controlled substance through the nose;
17. A straw or tube for ingestion of a controlled substance through the nose or mouth;
18. A smokable pipe constructed with a receptacle or container in which water or other liquid may be placed into which smoke passes and is cooled in the process of being inhaled or ingested;
19. Ice pipes or chillers. (Ord. 6300 § 1, 2010.)

Section 9. Moratorium. Pursuant to the provisions of sections 35A.63.220 and 36.70A.390 RCW, the moratorium established by this Ordinance prohibits the acceptance or processing of any permits or applications, for or related to any marijuana related activities, including, but not limited to, licensing, permitting, siting, making structural or building improvements for such an activity, or operating any new marijuana activities; and any other marijuana uses or activities that are not expressly provided by the City Code regulations addressed

herein.

Section 10. Term of Moratorium. The moratorium imposed by this Ordinance shall become effective on the effective date hereof, and shall continue in effect for an initial period of one year, unless repealed, extended or modified by the City Council after subsequent public hearing(s) and entry of appropriate findings of fact pursuant to RCW 35A.63.220, provided that the moratorium shall automatically expire upon the effective date of zoning and land use regulations adopted by the City Council to address the implementation of the State's licensing of any marijuana/cannabis related business to be located in the City of Auburn.

Section 11. Work Plan. The following work plan is adopted to address the issues involving marijuana/cannabis related business regulations:

A. The City of Auburn Planning Commission shall be authorized and directed to hold public hearings and public meetings to fully receive and consider statements, testimony, positions and other documentation or evidence related to the issue of marijuana/cannabis related businesses, including, but not limited to, regulations related to the number of allowed retail businesses, and including but not limited to marijuana cooperatives, marijuana researchers and marijuana transporters.

B. The Planning Commission and City staff are authorized and directed to review the experiences of other jurisdictions, the status of legal cases, and statistical data, information, studies and other evidence compiled by other municipalities, of adverse impacts of such marijuana/cannabis related businesses, and to review State and Federal law and regulations and the regulations, ordinances and codes adopted and implemented by other municipalities to address marijuana/cannabis related business land uses, and any other information that is pertinent to consideration of marijuana/cannabis related businesses, including, but not limited to, regulations related to the number of allowed retail businesses.

C. The City of Auburn Planning Commission shall work with City staff and the citizenry of the City to develop proposals for regulation of marijuana/cannabis related business land uses and zoning considerations,

to be forwarded in their recommendations to the City Council for inclusion in ordinances and ultimate adoption as a part of the City Code of the City of Auburn, including regulations related to the number of allowed retail businesses.

D. The Mayor, in consultation with the City Attorney, Community Development and Public Works Director, the Police Chief, the Human Resources and Risk Management Director and other staff, shall periodically advise and report to the City Council as to the status of hearings, meetings and information development regarding activities of the Planning Commission and City staff relative to the evaluation, consideration and development of regulations concerning marijuana/cannabis related land uses, including, but not limited to, regulations related to the number of allowed retail businesses, with such reports to be scheduled approximately every six (6) months or as appropriate throughout the period of the moratorium and any extensions thereof, until adoption of a comprehensive ordinance as developed, relating to marijuana/cannabis related business land uses becoming effective in conjunction with the termination of the moratorium referred to in this Ordinance.

Section 12. Public Hearing. A public hearing shall be scheduled for 7:00 p.m. or as soon thereafter as the matter may be heard, on the 19th day of September, 2016, in City Council Chambers, 25 West Main Street, Auburn, Washington 98001, to hear and consider the comments and testimony of those wishing to speak at such public hearing regarding the moratorium.

Section 13. Ordinance to be Transmitted to State. Pursuant to RCW 36.70A.106, a copy of this Ordinance shall be transmitted to the Washington State Department of Commerce. A copy of this Ordinance shall also be transmitted to the Washington State Liquor and Cannabis Board.

Section 14. Implementation. That the Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 15. Severability. That the provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 16. Effective date. This Ordinance shall be in full force and effect five (5) days after publication, at which time the provisions of Ordinance No. 6595 shall be superseded and replaced insofar as inconsistent herewith.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5243

Date:

July 25, 2016

Department:

CD & PW

Attachments:

[Res 5243](#)

[Exhibit A](#)

[Exhibit B](#)

[Staff Report](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5243

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. Therefore, a public hearing should be set to determine if said right of way may be vacated.

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.

Resolution No. 5243, if adopted by City Council, sets the date of the public hearing for Vacation No. V2-16 for September 1, 2016.

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

Snyder

Meeting Date: August 1, 2016

Item Number: RES.A

RESOLUTION NO. 5 2 4 3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, INITIATING STREET VACATION PROCEEDINGS AND SETTING A PUBLIC HEARING TO CONSIDER 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 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, that said City right-of-way is no longer 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, pursuant to Section 35.79.010 of the Revised Code of Washington, a hearing on such vacation shall be set by Resolution, with the date of such hearing being not more than sixty (60) days nor less than twenty (20) days after the date of passage of such Resolution.

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

Section 1. That a hearing on 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, located within the City of Auburn, Washington, legally described as follows:

50 FOOT RIGHT OF WAY DEDICATED UNDER
RECORDING NUMBER 1400591

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July 6, 2016
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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;
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

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:

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THENCE NORTH 88°47'53" EAST ALONG THE SOUTH LINE OF SAID LOT 10 AND THE SOUTHERLY LINE OF

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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 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, is hereby set for 7:00 p.m. on the 6th day of September 2016, before the City Council, with all persons wishing to speak to the vacation at the public hearing being invited to attend.

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Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation, including posting notice of such public hearing as required by State law and City Ordinance.

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

DATED and SIGNED this _____ day of _____, 2016.

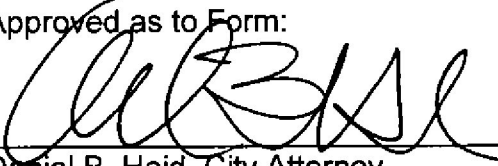
CITY OF AUBURN

NANCY BACKUS
Mayor

Attest:

Danielle E. Daskam, City Clerk

Approved as to Form:



Daniel B. Heid, City Attorney

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EXHIBIT "A"

LEGAL DESCRIPTIONS FOR RIGHT OF WAY VACATION

50 FOOT RIGHT OF WAY DEDICATED UNDER RECORDING NUMBER 1400591

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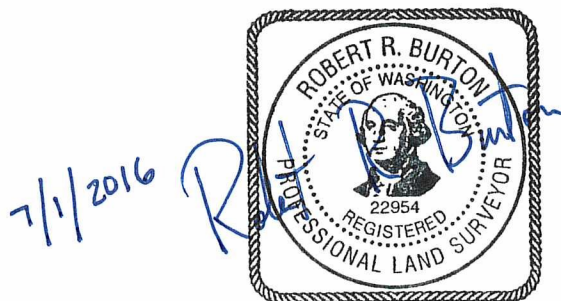
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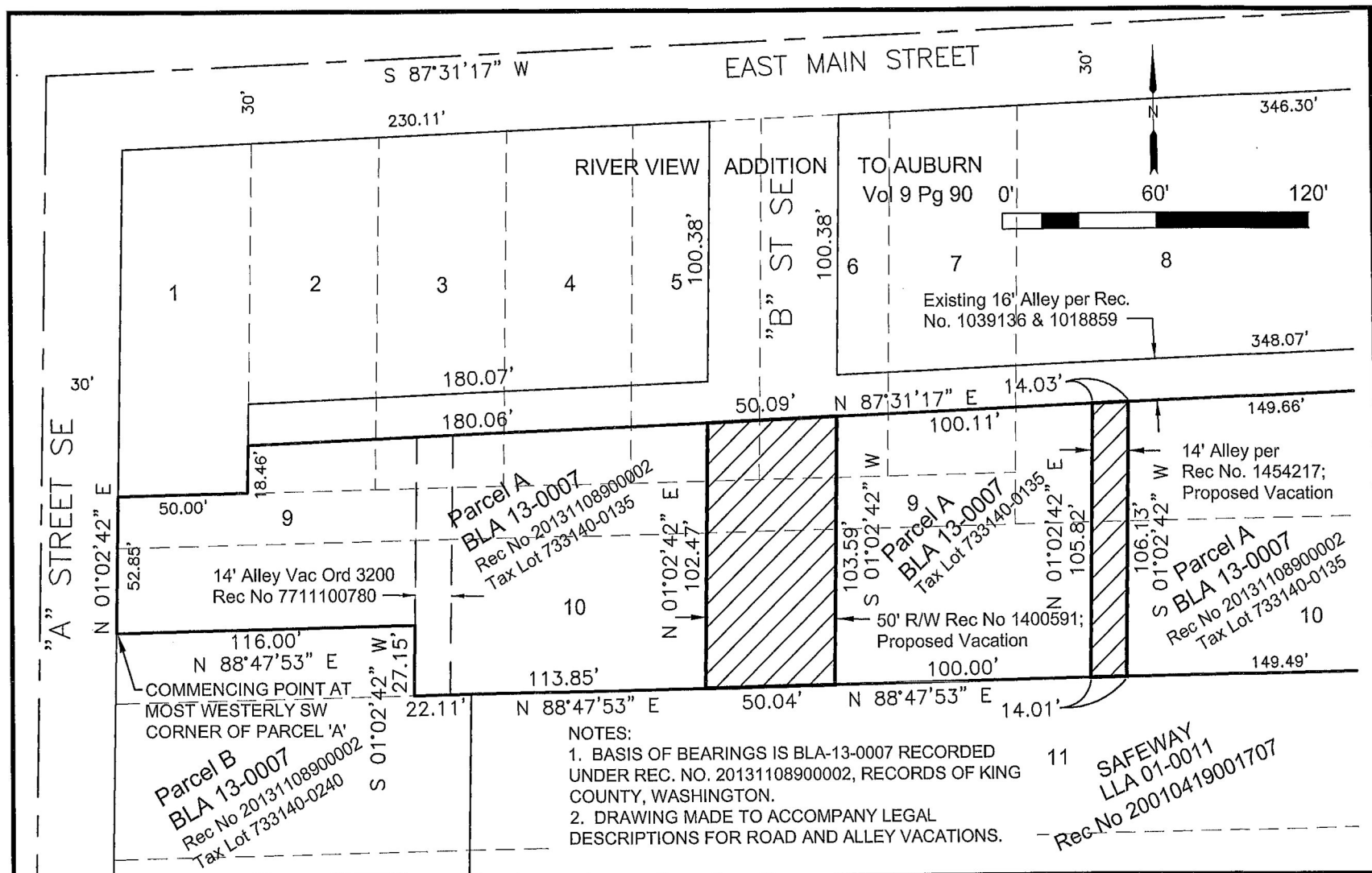
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CONTAINS 1,484 SQUARE FEET (0.0.34 ACRES), MORE OR LESS.

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

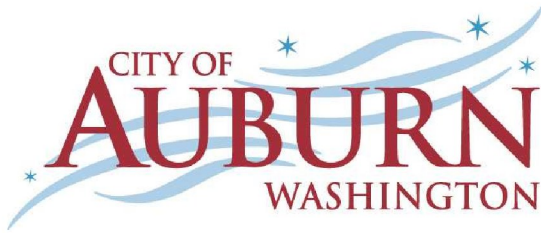




CITY OF AUBURN
COMMUNITY DEVELOPMENT AND
PUBLIC WORKS DEPARTMENT

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.

