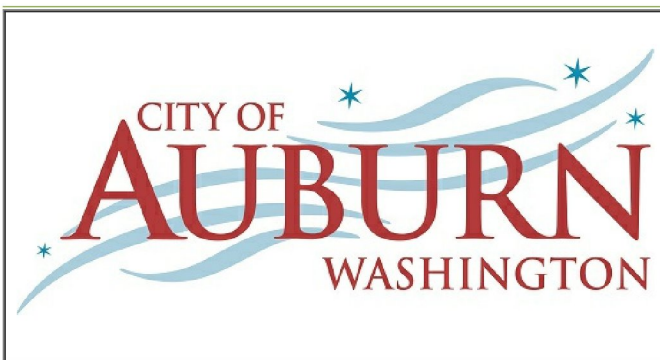


	City Council Meeting May 20, 2019 - 7:00 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

III. APPOINTMENTS

IV. AGENDA MODIFICATIONS

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

- 1. Public Hearing for Right-of-Way Vacation V2-18 (Gaub)
City Council to hold a public hearing in consideration of Right-of-Way Vacation V2-18
- 2. Public Hearing for Franchise Agreement No. 19-09 (Gaub)
City Council to hold a public hearing in consideration of Franchise Agreement No. 19-09 for Fatbeam, LLC

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 May 6, 2019 Regular Council Meeting
- B. Claims Vouchers (Coleman)
Claims voucher list dated May 20, 2019 which includes numbers 453598 through 453829 in the amount of \$4,244,372.40 and three wire transfers in the amount of \$631,869.01.
- C. Payroll Vouchers (Coleman)
Payroll check numbers 538443 through 538460 in the amount of \$240,954.69, electronic deposit transmissions in the amount of \$2,097,767.23 for a grand total of \$2,338,721.92 for the period covering May 2, 2019 to May 15, 2019.
- D. Parks Project No. CP1817 (Faber)
Change Order No. 1,3,5 in the amount of \$49,800 for work on Project No. CP1817, Brannan Park Synthetic Infield Project

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

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. ORDINANCES

- A. Ordinance No. 6714 (Gaub)
An Ordinance of the City Council of the City of Auburn Washington, vacating right-of-way north of 10th Street NE and east of Auburn Way North, within the City of Auburn, Washington

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6714.)

- B. Ordinance No. 6716 (Tate)
An Ordinance of the City Council of the City of Auburn, Washington, relating to a new land use category for emergency wireless communication facilities, amending Sections 18.04.912, 18.31.100, 18.35.030, of the Auburn City Code

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6716.)

- C. Ordinance No 6718 (Gross)
An Ordinance of the City Council of the City of Auburn, Washington, relating to administrative fees, amending Sections 5.10.030 and 13.06.511, and Chapters 20.06, 20.08, and 20.10 of the Auburn City Code

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6718.)

- D. Ordinance No. 6719 (Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, amending Ordinance No. 6693, the 2019-2020 Biennial Operating Budget Ordinance, as amended by Ordinance No. 6712, authorizing amendment to the City of Auburn 2019-2020 budget as set forth in schedule "A" and schedule "B"

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6719.)

XI. RESOLUTIONS

A. Resolution No. 5377 (Gaub)

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 SE 328th Street and 60th Avenue South

(RECOMMENDED ACTION: Move to adopt Resolution No. 5377.)

B. Resolution No. 5424 (Gross)

A Resolution of the City Council of the City of Auburn, Washington, Amending the City's Fee Schedule

(RECOMMENDED ACTION: Move to adopt Resolution No. 5424.)

C. Resolution No. 5426 (Pierson)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an amended and restated Interlocal Agreement for the Puget Sound Auto Theft Task force

(RECOMMENDED ACTION: Move to adopt Resolution No. 5426.)

D. Resolution No 5427 (Martinson)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute and administer an agreement between the City of Auburn and Racial Equity Consulting Group for racial equity training and policy development

(RECOMMENDED ACTION: Move to adopt Resolution No. 5427.)

E. Resolution No. 5428 (Hinman)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an Interlocal Agreement between the City of Auburn and Green River College for the purpose of providing small-business education, training & support services

(RECOMMENDED ACTION: Move to adopt Resolution No. 5428.)

F. Resolution No. 5429 (Faber)

Resolution No. 5429 authorizes the City to accept and appropriate a King County Youth Sports Facility Grant to purchase and install ball field lights at Game Farm #4 field, Project CP1924

(RECOMMENDED ACTION: Move to adopt Resolution No. 5429.)

XII. MAYOR AND COUNCILMEMBER REPORTS

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

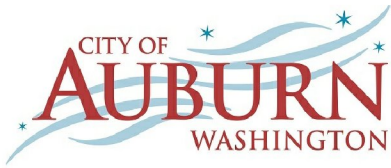
A. From the Council

B. From the Mayor

XIII. EXECUTIVE SESSION

XIV. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for Right-of-Way Vacation V2-18 (Gaub)

Date:

April 5, 2019

Department:

Public Works

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to hold a Public Hearing in consideration of Right-of-Way Vacation V2-18. For further action on this item see Ordinance No. 6714.

Background Summary:

Per Auburn City Code Chapter 12.48 a public hearing shall be held to consider the proposed right-of-way vacation for V2-18 for right-of-way located north of 733 10th Street NE and east of Auburn Way North. The date of the public hearing was set by Resolution No. 5417 on April 15, 2019.

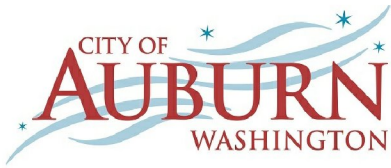
Reviewed by Council Committees:**Councilmember:****Staff:**

Gaub

Meeting Date: May 20, 2019

Item Number:

PH.1



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for Franchise Agreement No. 19-09 (Gaub)

Date:

May 13, 2019

Department:

Public Works

Attachments:

[Draft Ordinance No. 6715 Franchise Agreement
No. 19-09](#)

Budget Impact:

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

Administrative Recommendation:

City Council to hold a public hearing in consideration of Franchise Agreement No. 19-09 for Fatbeam, LLC.

Background Summary:

Section 20.06.030 of the Auburn City Code requires the City to hold a public hearing before deciding to approve or reject a franchise application. Franchise Agreement No. 19-09 for Fatbeam, LLC, would allow it to build and operate a telecommunications system within the City's rights-of-way. The public hearing was set by consent on May 6, 2019.

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

Gaub

Meeting Date: May 20, 2019

Item Number:

PH.2

ORDINANCE NO. 6715

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO FATBEAM, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, A FRANCHISE FOR TELECOMMUNICATIONS AND RELATED SERVICES

WHEREAS, Fatbeam, LLC, a Washington limited liability company ("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, to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along 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; and

WHEREAS, based on the information presented at the 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 to grant the franchise 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 in this Agreement, the City grants to the Grantee general permission to enter, use, and occupy the Franchise Area, located within the incorporated area of the City. Grantee may locate the Grantee's Facilities within the Franchise Area subject to all applicable laws, regulations, and permit conditions.

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate, upgrade, replace, restore, and repair Grantee's Facilities to provide Grantee's Services in the Franchise Area.

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

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise Area, for any purpose that does not interfere with Grantee's rights under this Franchise.

E. Except as explicitly set forth in this Agreement, this Franchise does not waive any rights that the City has or may acquire with respect to the Franchise Area or any other City roads, rights-of-way, or property. This Franchise will be subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee acknowledges its use of the Franchise Area will 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's Facilities, the City will 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's 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 will 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.

Section 2. Notice

A. Written notices to the parties will be sent by a nationally recognized overnight courier or by certified mail to the following addresses, unless a different address is designated in writing and delivered to the other party.

City: Right-of-Way Specialist,
Public Works Department - Transportation
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: Fatbeam, LLC
2065 W Riverstone Drive, Suite 105
Coeur d'Alene, ID 83814
Phone: 509-344-1008
E-Mail: regulatory@Fatbeam.com

B. Any changes to the contact information will be sent to the City's Right-of-Way Specialist, Public Works Department – Transportation Division, with copies to the City Clerk, referencing the title of this Agreement.

C. The above-stated Grantee voice and fax telephone numbers will be staffed at least during normal business hours, Pacific time zone. The City may contact Grantee at the following number for emergency or other needs outside of normal business hours of the Grantees: (855) 979-8844

Section 3. Term of Agreement

A. This Franchise will run for a period of five (5) years, from the date of execution.

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 240 to 180 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 will only submit those materials deemed necessary by the City to address changes in the Grantee's Facilities or Grantee's 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:

A. "ACC" means the Auburn City Code.

B. "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.

C. "Franchise Area" means all present and future Rights-of-Way as defined in Section 4.H., within the City Limits as they currently exist or as amended in the future.

D. "Grantee's Facilities" means Grantee's fiber optic and broadband communications services constructed and operated within the City's Rights-of-Way, and shall include all cables, wires, conduits, ducts, pedestals and any associated converter, equipment or other facilities within the City's Rights-of-Way, designed and constructed for the purpose of providing Telecommunications Service and other lawful services not prohibited by this Ordinance.

E. "Grantee's Services" means any telecommunications service, telecommunications capacity, or dark fiber, provided by the Grantee using its Facilities, including, but not limited to, the transmission of voice, data or other electronic information, or other subsequently developed technology that carries a signal over fiber optic cable. Grantee's Services shall also include non-switched, dedicated and private line, high capacity fiber optic transmission services to firms, businesses or institutions within the City and other lawful services not prohibited by this Ordinance. However, Grantee's Services shall not include the provision of "cable services", as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

F. "Maintenance" or "Maintain" means examining, testing, inspecting, repairing, maintaining, restoring, and replacing the existing Grantee's Facilities or any part thereof as required and necessary for safe operation.

G. "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. Relocation shall conform to the meanings and requirements of Chapter 35.99 RCW.

H. "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.

Section 5. Acceptance of Franchise

A. This Franchise will not become effective until Grantee files with the City Clerk (1) the Statement of Acceptance (Exhibit "A"), (2) all verifications of insurance coverage specified under Section 15, (3) the financial guarantees specified in Section 16, and (4) payment of any outstanding application fees required in the City Fee Schedule. These four items will collectively be the "Franchise Acceptance". The date that such Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise.

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

Section 6. Construction and Maintenance

A. The Grantee will apply for, obtain, and comply with the terms of all permits required under ACC Chapter 12.24 for any work done within the City. Grantee will comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work.

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 undertaking its activity.

C. The City expressly reserves the right to prescribe how and where Grantee's Facilities will be installed within the public right-of-way and may require the removal, relocation or replacement thereof in the public interest and safety at the expense of the Grantee as provided for in Chapter 35.99 RCW

D. Before beginning any work within the public right-of-way, the Grantee will comply with the One Number Locator provisions of Chapter 19.122 RCW to identify existing utility infrastructure.

E. Tree Trimming. Grantee will have the authority to reasonably trim vegetation on 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's Facilities. Grantee must get written approval from the City before trimming vegetation in or over the ROW. Grantee will be responsible for debris removal from trimming activities. If debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove the debris and charge Grantee for the cost of removal. This section does not grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any general vegetation clearing will require a permit.

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence repair and emergency response work as required under the circumstances. The Grantee will 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. The City may commence emergency response work, at any time, without prior written notice to the Grantee, but will notify the Grantee in writing as promptly as possible under the circumstances. Grantee will reimburse the City for the City's actual cost of performing emergency response work.

Section 8. Damages to City and Third-Party Property

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, the property to a safe condition. All repair work will be performed and completed to the satisfaction of the City Engineer.

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's Facilities under this Franchise will have preference as to positioning and location with respect to the Grantee's Facilities. However, to the extent that the Grantee's Facilities are completed and installed before another utility's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Grantee's Facilities will have priority. These rules governing preference will continue when relocating or changing the grade of any City road or right-of-way. A relocating utility will not cause the relocation of another utility that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of Grantee's Facilities. Such relocations will be governed by Section 11 and Chapter 35.99 RCW.

B. Grantee will maintain a minimum underground horizontal separation of five (5) feet from City water, sanitary sewer and storm sewer facilities and ten (10) feet from above-ground City water 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 guidelines and procedures for determining specific utility locations.

Section 10. Grantee Information

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

B. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the City agrees to notify the Grantee of requests for public records related to the Grantee, and to give the Grantee ten (10) business days to obtain an injunction to prohibit the City's release of records.

Grantee will indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorney's fees) imposed by an administrative or judicial authority on the City because of non-disclosures requested by Grantee under Washington's public records act, provided the City has notified Grantee of the pending request.

Section 11. Relocation of Grantee's Facilities

A. Except as otherwise so required by law, Grantee agrees to relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Pursuant to the provisions of Section 14, 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's Facilities is necessitated by a request from a party other than the City, that party will pay the Grantee the actual costs associated with such relocation.

Section 12. Abandonment and or Removal of Grantee's Facilities

A. Within one hundred and eighty days (180) of Grantee's permanent cessation of use of any portion of the Grantee's Facilities, the Grantee will, at the City's discretion, either abandon in place or remove the affected facilities.

B. The parties expressly agree that this Section will survive the expiration, revocation or termination of this Franchise.

Section 13. Undergrounding

A. The parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Grantee will underground the Grantee's Facilities in the manner specified by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Where other utilities are present and involved in the undergrounding project, Grantee will only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee's Facilities. Common costs will include necessary costs for common trenching and utility vaults. Fair share will be determined in comparison to the total number and size of all other utility facilities being undergrounded.

Section 14. Indemnification and Hold Harmless

A. The Grantee will 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 those costs, claims, injuries, damages, losses, suits, or liabilities are caused by the sole negligence or willful misconduct of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the City, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence.

B. The Grantee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee's 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 negligence or willful misconduct 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 firefighting, 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, will make such arrangements as Grantee deems fit for the provision of such services. The Grantee will 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 will 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 by the City of any work performed by the Grantee will 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 will survive the expiration or termination of this Agreement.

Section 15. Insurance

A. The Grantee will 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 following amounts and types:

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 \$1,000,000.00 per accident. Coverage will be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy will be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operations aggregate limit. Coverage will be written on ISO occurrence form CG 00 01 and will 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 will be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City will be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

2. The Grantee's insurance will be endorsed to state that coverage will 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 will 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 will 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.

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

Section 16. Performance Security

The Grantee will provide the City with a financial guarantee in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. If Grantee fails to substantially comply with any one or more of the provisions of this Franchise, the City may recover jointly and severally from the principal and any surety of that financial guarantee any damages suffered by City as a result of Grantee's failure to comply, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities. Grantee specifically agrees that its failure to comply with the terms of Section 19 will constitute damage to the City in the monetary amount set forth in that section. Any financial guarantee will not be construed to limit the Grantee's liability to the guarantee amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 17. Successors and Assignees

A. All the provisions, conditions, regulations and requirements contained in this Franchise are 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 will inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.

B. This Franchise will not be leased, assigned or otherwise alienated without the express prior consent of the City by ordinance, which such consent will not be unreasonably withheld.

C. Grantee and any proposed assignee or transferee will 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 will 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. Before the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee will file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon 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 before transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution

A. In the event of a dispute between the City and the Grantee arising by reason of this Franchise, the dispute will first be referred to the operational officers or representatives designated by Grantor and Grantee to have oversight over the administration of this Franchise. The officers or representatives will meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties will 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 will be governed by and construed in accordance with the laws of the State of Washington. If any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue will be exclusively in King County, Washington. The prevailing party in any action will be entitled to its attorneys' fees and costs.

Section 19. Enforcement and Remedies

A. If the Grantee willfully violates, or fails to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or fails to 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) impose liquidated damages of Two Hundred Fifty Dollars (\$250.00) per day against the financial guarantee set forth in Section 16 for every day after the expiration of the cure period that the breach is not cured.

B. If the City determines that Grantee is acting beyond the scope of permission granted in this Franchise for Grantee's Facilities and Grantee's Services, the City reserves the right to cancel this Franchise 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 those actions.

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Grantee will comply with, all applicable federal and state or City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. The Grantee will 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 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 enacted, amended, or adopted after the effective date of this Franchise if it provides 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. The amendment will become automatically effective on 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 on thirty (30) days written notice to the Grantee, if the Grantee fails to comply with such amendment or modification.

Section 21. License, Tax and Other Charges

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

Section 22. Consequential Damages Limitation

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

Section 23. Severability

If any portion of this Franchise is deemed invalid, the remainder portions will remain in effect.

Section 24. Titles

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

Section 25. Implementation.

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

Section 26. Effective date.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

Steven L. Gross, City Attorney

Published: _____

EXHIBIT "A"

STATEMENT OF ACCEPTANCE

Fatbeam, LLC, 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.

Fatbeam, LLC
2065 W Riverstone Drive, Suite 105
Coeur d'Alene, ID 83814

By: _____ Date: _____
Name:
Title:

STATE OF _____)
)ss.
COUNTY OF _____)

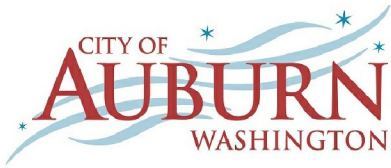
On this ____ day of _____, 2019, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary 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 May 6, 2019 Regular Council Meeting

Department:

City Council

Attachments:

[05-06-2019 Minutes](#)

Date:

May 15, 2019

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

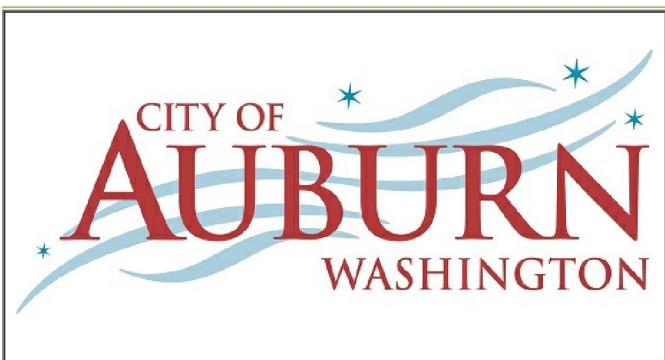
Revised Budget: \$0

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

Meeting Date: May 20, 2019

Staff:

Item Number: CA.A

	City Council Meeting May 6, 2019 - 7:00 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

A. Pledge of Allegiance

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

B. Roll Call

Councilmembers present: Deputy Mayor Bill Peloza, Bob Baggett, Larry Brown, Claude DaCorsi and Largo Wales. Councilmember John Holman arrived at 7:07 p.m. Councilmember Yolanda Trout-Manuel was excused.

Department directors and staff members present included: City Attorney Steve Gross, Director of Finance Shelley Coleman, Director of Public Works Ingrid Gaub, Assistant Director of Public Works Randy Bailey, Director of Administration Dana Hinman, Development Services Manager Jason Krum, Assistant Police Chief Mark Caillier, Director of Innovation and Technology David Travis and City Clerk Shawn Campbell.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Public Works Week Proclamation

Mayor Backus to proclaim May 19-25, 2019 as Public Works Week in the city of Auburn.

Deputy Mayor Peloza read and proclaimed May 19-25, 2019 as Public Works Week in the city of Auburn.

Director Gaub and Assistant Director Bailey thanked Council for their support. Director Gaub shared some of the Public Works Department accomplishments for the past year. Assistant Director Bailey invited everyone to the Public Works Maintenance and Operations Center for a tour.

III. APPOINTMENTS

A. Salary Commission

City Council to confirm the appointment of Kristin Small to the Salary Commission for a four-year term to expire December 31, 2022.

Councilmember Wales moved and Councilmember Baggett seconded to approve the appointment to the Salary Commission.

MOTION CARRIED UNANIMOUSLY. 6-0

IV. AGENDA MODIFICATIONS

The Affordable Housing Week Proclamation was removed from the agenda.

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

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

B. Audience Participation

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

Carl Stacy Jr, 32225 46th Place South, Auburn

Mr. Stacy stated he is speaking as a representative of five homes in his neighborhood on the South Hill of Auburn. He explained that there is a home in their neighborhood that has a lot of criminal activity. The residents have been working with the Police Department. They requested the City use all available resources to help their community remove the residents from the problem home.

Bob Zimmerman, 33029 46th Place South, Auburn

Mr. Zimmerman thanked the Police and Public Works Department for their hard work. He shared his frustration with the City of Auburn's Community Development Department.

Virginia Haugen, 2503 R Street SE, Auburn

Ms. Haugen thanked the Public Works Department for their hard work. Ms. Haugen shared concerns regarding the travel budget and expenses for the Mayor and Council.

C. Correspondence

There was no correspondence for Council to 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.

1. Finance Ad Hoc Committee (Chair Wales)

Councilmember Wales, Chair of the Finance Ad Hoc Committee, reported she and Councilmember DaCorsi have reviewed the claims and payroll vouchers described on the Consent Agenda this evening and recommended their approval.

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 March 25, 2019, April 8, 2019 and April 22, 2019 Study Sessions
- B. Minutes of the August 16, 2016 and April 15, 2019 Special City Council Meetings
- C. Minutes of the April 15, 2019 Regular Council Meeting
- D. Claims Vouchers (Coleman)
Claims voucher list dated May 6, 2019 which includes voucher numbers 453359 through 453597 in the amount of \$1,471,748.49 and six wire transfers in the amount of \$789,310.71.
- E. Payroll Vouchers (Coleman)
Payroll check numbers 538422 through 538442 in the amount of \$578,111.75, electronic deposit transmissions in the amount of \$2,153,537.51 for a grand total of \$2,731,649.26 for the period covering April 11, 2019 to May 1, 2019.
- F. Setting Public Hearing Date for Franchise Agreement #19-09 (Gaub)
City Council to set a public hearing for Franchise Agreement No. 19-09, granting Fatbeam, LLC, a Washington Limited Liability Company, a franchise for telecommunications and related services
- G. Public Works Project No. CP1719 (Gaub)
City Council to award Contract No. 19-08, to Source Electric, LLC on their low bid of \$273,000.00 plus Washington State sales tax of \$27,300.00 for a total contract price of \$300,300.00 for Project No. CP1719, Sewer Pump Station Telemetry Improvements
- H. Public Works Project No. CP1829 (Gaub)
City Council to award Contract No. 19-07, to CPM Development Corporation DBA ICON Materials on their low bid of \$838,078.30 for Project No. CP1829, 2019 Citywide Patch and Overlay Project

Councilmember Wales moved and Councilmember Brown seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 6-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

There was no new business.

X. RESOLUTIONS

A. Resolution No. 5418 (Gaub)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to accept and expend Federal Grant Funds to be administered through a Local Agency Agreement with the Washington State Department of Transportation for the Auburn Way S (SR 164) Curve Safety Improvements Poplar Street SE (MP 2.97) Vicinity

Councilmember DaCorsi moved and Councilmember Wales seconded to approve Resolution No 5418.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Resolution No. 5423 (Hinman)

A Resolution of the City Council of the City of Auburn, Washington, approving the Lodging Tax Grant disbursements recommended by the Auburn Lodging Tax Advisory Committee

Councilmember Brown moved and Councilmember Wales moved to approve Resolution No. 5423.

MOTION CARRIED UNANIMOUSLY. 6-0

C. Resolution No. 5421 (Gaub)

A Resolution of the City Council of the City of Auburn, Washington, setting a public hearing to consider the vacation of right-of-way of a portion of B Street SE, south of 2nd Street SE, within the City of Auburn, Washington

Councilmember DaCorsi moved and Councilmember Wales seconded to adopt Resolution No. 5421.

MOTION CARRIED UNANIMOUSLY. 6-0

XI. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Councilmember DaCorsi reported he attended the King County Regional

Council.

Councilmember Brown recognized and thanked the Public Works and Police Department for their work in the City.

Councilmember Holman offered his condolences on the passing of Dario Cugini.

Deputy Mayor Peloza stated the City will have the opening celebration of the Crow with Fries Public Art sculpture at Les Gove Park on May 31, 2019 at 6:00 p.m.

B. From the Mayor

Mayor Backus was not at the meeting.

XII. ADJOURNMENT

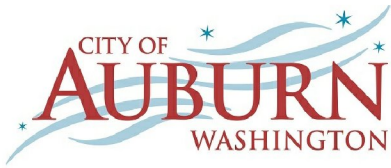
There being no further business to come before the Council, the meeting was adjourned at 7:40 p.m.

APPROVED this 20th day of May, 2019.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Coleman)

Date:

May 16, 2019

Department:

City Council

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claim Vouchers

Background Summary:

Claims voucher list dated May 20, 2019 which includes numbers 453598 through 453829 in the amount of \$4,244,372.40 and three wire transfers in the amount of \$631,869.01.

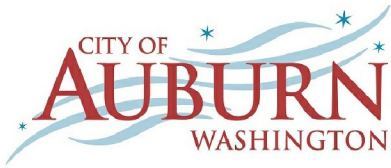
Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: May 20, 2019

Item Number:

CA.B



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Coleman)

Date:

May 15, 2019

Department:

City Council

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Payroll Vouchers

Background Summary:

Payroll check numbers 538443 through 538460 in the amount of \$240,954.69, electronic deposit transmissions in the amount of \$2,097,767.23 for a grand total of \$2,338,721.92 for the period covering 5/2/2019 to 5/15/2019.

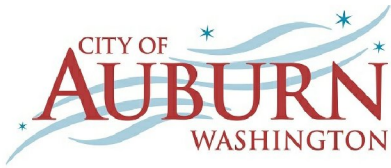
Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: May 20, 2019

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Parks Project No. CP1817 (Faber)

Date:

May 15,
2019

Department:

Parks/Art and Recreation

Attachments:

[Budget Status Sheet](#)

[Vicinity Map](#)

**Budget
Impact:**

A budget amendment of \$49,800 from Park Impact Fees will be required this year to complete the project

Administrative Recommendation:

City Council approve Change Order No. 1,3,5 in the amount of \$49,800 for work on Project No. CP1817, Brannan Park Synthetic Infield Project.

Background Summary:

The contractor encountered unforeseen unsuitable soils when exporting and grading existing soils. Based on a Geotechnical assessment, it was determined that unsuitable soils needed to be over excavated, and structural fill needed to be imported. Additional drainage was added beyond the approved plans to mitigate future drainage issues. Source of funds for the increased budget will be from Park Impact Fees.

The Brannan Park Synthetic Infield project is a capacity project that will increase playability of the only full sized baseball field in the City's park system. The project will allow for play during inclement weather and is expected to attract youth, collegiate, and adult play.

Reviewed by Council Committees:

Councilmember:

Meeting Date: May 20, 2019

Staff:

Item Number:

Faber

CA.D

BUDGET STATUS SHEET

Project No: CP1817	Project Title: Brannan Park Synthetic Infield
Project Manager: Jamie Kelly	

Project Initiation (PMP) Date: _____
 Advertisement Date: N/A - COOP
 Award Date: 3/15/19

	Project Initiation
	Permission to Advertise
	Contract Award
X	Change Order Approval
	Contract Final Acceptance

Updated: M

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

Funds Budgeted (Funds Available)

Funding	2017	2018	2019	Future Years
321 Fund - Unrestricted		48,100	0	0
Grant - Secured (State)		218,100		
Grant - Secured (Local)		75,000		
Park Impact Fees		276,274	60,000	
Total		617,474	60,000	0

Estimated Cost (Funds Needed)

Activity	2017	2018	2019	Future Years
Design Engineering - Consultant Costs			46,812	0
Permitting	0		0	0
Construction Contract	0		611,269	0
Remaining Construction Contract Authorized Contingency	0		10,000	0
Change Order 1 - Unsuitable Soils	0		27,482	0
Change Order 3 - Drainage	0		7,946	0
Change Order 4 - Mound Credit			(1,450)	
Change Order 5 - Lateral Drains			10,222	
Pitchers Mound	0		14,993	0
Total	0	0	727,274	0

Project Budget Status (321 Funds)

	2017	2018	2019	Future Years
Project Funds Budgeted	0		677,474	0
Project Funds Needed	0	0	39,800	0
Project Contingency	0	0		0
Funds Required	0	0	717,274	0

--

ay 15, 2019

Total
48,100
218,100
75,000
336,274
677,474

Total
46,812
0
611,269
10,000
27,482
7,946
(1,450)
10,222
14,993
727,274

Total
(677,474)
727,274
0
49,800

BUDGET STATUS SHEET

Project No: CPXXXX	Project Title: Project Name
Project Manager: Name	

Project Initiation (PMP) Date: _____
 Advertisement Date: _____
 Award Date: _____

Project Initiation
Permission to Advertise
Contract Award
Change Order Approval
Contract Final Acceptance

Updated: February 22, 2017

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

Funds Budgeted (Funds Available)

Funding	2017	2018	2019	Future Years	Total
102 Fund - Unrestricted	0	0	0	0	0
102 Fund -State Grant	0	0	0	0	0
460 Fund - Water	0	0	0	0	0
Total	0	0	0	0	0

Estimated Cost (Funds Needed)

Activity	2017	2018	2019	Future Years	Total
Design Engineering - City Costs	0	0	0	0	0
Design Engineering - Consultant Costs	0	0	0	0	0
Permitting	0	0	0	0	0
ROW - Property Acquisition	0	0	0	0	0
ROW - Property Acquisition - City Costs	0	0	0	0	0
ROW - Property Acquisition - Consultant Costs	0	0	0	0	0
Construction Estimate	0	0	0	0	0
Construction Contingency (15%)	0	0	0	0	0
Materials Testing	0	0	0	0	0
Other	0	0	0	0	0
Construction Engineering - City Costs	0	0	0	0	0
Construction Engineering - Consultant Costs	0	0	0	0	0
Total	0	0	0	0	0

102 Arterial Street Budget Status

	2017	2018	2019	Future Years	Total
*102 Funds Budgeted ()	0	0	0	0	0
102 Funds Needed	0	0	0	0	0
*102 Fund Project Contingency ()	0	0	0	0	0
102 Funds Required	0	0	0	0	0

460 Water Budget Status

	2017	2018	2019	Future Years	Total
*460 Funds Budgeted ()	0	0	0	0	0
460 Funds Needed	0	0	0	0	0
*460 Fund Project Contingency ()	0	0	0	0	0
460 Funds Required	0	0	0	0	0

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

BUDGET STATUS SHEET

Project No: CPXXXX	Project Title: Project Name
Project Manager: Name	

Project Initiation (PMP) Date: _____
 Advertisement Date: _____
 Award Date: _____

Project Update
Permission to Advertise
Contract Award
Change Order Approval
Contract Final Acceptance

Updated: February 22, 2017

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

Funds Budgeted (Funds Available)

Funding	2017	2018	2019	Future Years	Total
102 Fund - Unrestricted	0	0	0	0	0
102 Fund -State Grant	0	0	0	0	0
460 Fund - Water	0	0	0	0	0
Total	0	0	0	0	0

Estimated Cost (Funds Needed)

Activity	2017	2018	2019	Future Years	Total
Design Engineering - City Costs	0	0	0	0	0
Design Engineering - Consultant Costs	0	0	0	0	0
Permitting	0	0	0	0	0
ROW - Property Acquisition	0	0	0	0	0
ROW - Property Acquisition - City Costs	0	0	0	0	0
ROW - Property Acquisition - Consultant Costs	0	0	0	0	0
Construction Estimate	0	0	0	0	0
Construction Contingency (15%)	0	0	0	0	0
Materials Testing	0	0	0	0	0
Other	0	0	0	0	0
Construction Engineering - City Costs	0	0	0	0	0
Construction Engineering - Consultant Costs	0	0	0	0	0
Total	0	0	0	0	0

102 Arterial Street Budget Status

	2017	2018	2019	Future Years	Total
*102 Funds Budgeted ()	0	0	0	0	0
102 Funds Needed	0	0	0	0	0
*102 Fund Project Contingency ()	0	0	0	0	0
102 Funds Required	0	0	0	0	0

460 Water Budget Status

	2017	2018	2019	Future Years	Total
*460 Funds Budgeted ()	0	0	0	0	0
460 Funds Needed	0	0	0	0	0
*460 Fund Project Contingency ()	0	0	0	0	0
460 Funds Required	0	0	0	0	0

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

BUDGET STATUS SHEET

Project No: CPXXXX	Project Title: Project Name
---------------------------	------------------------------------

Project Manager: Name

Project Initiation (PMP) Date: _____

Advertisement Date: _____

Award Date: _____

Project Initiation
Permission to Advertise
Contract Award
Change Order Approval
Contract Final Acceptance

Updated: February 22, 2017

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

Funds Budgeted (Funds Available)

Funding	2017	2018	2019	Future Years	Total
102 Fund - Unrestricted	0	0	0	0	0
102 Fund -State Grant	0	0	0	0	0
460 Fund - Water	0	0	0	0	0
Total	0	0	0	0	0

Estimated Cost (Funds Needed)

Activity	2017	2018	2019	Future Years	Total
Design Engineering - City Costs	0	0	0	0	0
Design Engineering - Consultant Costs	0	0	0	0	0
Permitting	0	0	0	0	0
ROW - Property Acquisition	0	0	0	0	0
ROW - Property Acquisition - City Costs	0	0	0	0	0
ROW - Property Acquisition - Consultant Costs	0	0	0	0	0
Construction Estimate	0	0	0	0	0
Construction Contingency (15%)	0	0	0	0	0
Materials Testing	0	0	0	0	0
Other	0	0	0	0	0
Construction Engineering - City Costs	0	0	0	0	0
Construction Engineering - Consultant Costs	0	0	0	0	0
Total	0	0	0	0	0

102 Arterial Street Budget Status

	2017	2018	2019	Future Years	Total
*102 Funds Budgeted ()	0	0	0	0	0
102 Funds Needed	0	0	0	0	0
*102 Fund Project Contingency ()	0	0	0	0	0
102 Funds Required	0	0	0	0	0

460 Water Budget Status

	2017	2018	2019	Future Years	Total
*460 Funds Budgeted ()	0	0	0	0	0
460 Funds Needed	0	0	0	0	0
*460 Fund Project Contingency ()	0	0	0	0	0
460 Funds Required	0	0	0	0	0

BUDGET STATUS SHEET

Project No: CP1605	Project Title: Les Gove Crescent
---------------------------	---

Project Manager: Jamie Kelly

Project Initiation (PMP) Date: _____

Advertisement Date: 2/1/18

Award Date: 2/20/18 Pending

Project Initiation
Permission to Advertise
X Contract Award
Change Order Approval
Contract Final Acceptance

Updated: February 14, 2018

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

Funds Budgeted (Funds Available)

Funding	2017	2018	2019	Future Years	Total
321 Fund - Unrestricted Grant - Secured 328 Fund Park Impact Fees	561,542	100,000	0	0	661,542
Total	561,542	100,000	0	0	661,542

Estimated Cost (Funds Needed)

Activity	2017	2018	2019	Future Years	Total
Big Daddy's Demolition and Restoration Project	77,079				77,079
Design Engineering - Consultant Costs	55,616	38,753	0	0	94,369
Permitting	0	4,221	0	0	4,221
Construction Contract	0	560,353	0	0	560,353
Construction Contract Authorized Contingency (10%)	0	56,035	0	0	56,035
Construction Engineering - City Costs	0	0	0	0	0
Construction Engineering - Consultant Costs	0	11,247	0	0	11,247
Total	132,695	670,610	0	0	803,305

Project Budget Status

	2017	2018	2019	Future Years	Total
Project Funds Budgeted	(561,542)	(100,000)	0	0	(661,542)
Project Funds Needed	132,695	670,610	0	0	803,305
Project Contingency	(428,847)	0	0	0	0
Funds Required	0	570,610	0	0	141,763

BUDGET STATUS SHEET

Project No: CP1605	Project Title: Project Name
---------------------------	------------------------------------

Project Manager: Jamie Kelly

Project Initiation (PMP) Date: _____

Advertisement Date: _____

Award Date: _____

Project Initiation
Permission to Advertise
Contract Award
Change Order Approval
Contract Final Acceptance

Updated: February 22, 2017

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

Funds Budgeted (Funds Available)

Funding	2017	2018	2019	Future Years	Total
102 Fund - Unrestricted	0	0	0	0	0
102 Fund -State Grant	0	111,705	0	0	111,705
460 Fund - Water	0	0	0	0	0
Total	0	111,705	0	0	111,705

Estimated Cost (Funds Needed)

Activity	2017	2018	2019	Future Years	Total
Design Engineering - City Costs	0	0	0	0	0
Design Engineering - Consultant Costs	0	0	0	0	0
Permitting	0	0	0	0	0
ROW - Property Acquisition	0	0	0	0	0
ROW - Property Acquisition - City Costs	0	0	0	0	0
ROW - Property Acquisition - Consultant Costs	0	0	0	0	0
Construction Contract Bid	0	0	0	0	0
Change Order No. #1	0	102,740	0	0	102,740
Authorized Const Contingency Remaining	0	0	0	0	0
Materials Testing	0	0	0	0	0
Other	0	0	0	0	0
Construction Engineering - City Costs	0	0	0	0	0
Construction Engineering - Consultant Costs	0	0	0	0	0
Total	0	102,740	0	0	102,740

102 Arterial Street Budget Status

	2017	2018	2019	Future Years	Total
*102 Funds Budgeted ()	0	(111,705)	0	0	(111,705)
102 Funds Needed	0	102,740	0	0	102,740
*102 Fund Project Contingency ()	0	(8,965)	0	0	(8,965)
102 Funds Required	0	0	0	0	0

460 Water Budget Status

	2017	2018	2019	Future Years	Total
*460 Funds Budgeted ()	0	0	0	0	0
460 Funds Needed	0	102,740	0	0	102,740
*460 Fund Project Contingency ()	0	0	0	0	0
460 Funds Required	0	102,740	0	0	102,740

Project No: CPXXXX	Project Title: Project Name
Project Manager: Name	

Project Initiation (PMP) Date: _____
 Advertisement Date: _____
 Award Date: _____

Project Initiation Permission to Advertise Contract Award Change Order Approval Contract Final Acceptance

Updated: February 22, 2017

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

Funds Budgeted (Funds Available)

Funding	2017	2018	2019	Future Years	Total
102 Fund - Unrestricted	0	0	0	0	0
102 Fund -State Grant	0	0	0	0	0
460 Fund - Water	0	0	0	0	0
Total	0	0	0	0	0

Estimated Cost (Funds Needed)

Activity	2017	2018	2019	Future Years	Total
Design Engineering - City Costs	0	0	0	0	0
Design Engineering - Consultant Costs	0	0	0	0	0
Permitting	0	0	0	0	0
ROW - Property Acquisition	0	0	0	0	0
ROW - Property Acquisition - City Costs	0	0	0	0	0
ROW - Property Acquisition - Consultant Costs	0	0	0	0	0
Construction Contract Bid	0	0	0	0	0
Change Order No. #	0	0	0	0	0
Line Item Changes	0	0	0	0	0
Materials Testing	0	0	0	0	0
Other	0	0	0	0	0
Construction Engineering - City Costs	0	0	0	0	0
Construction Engineering - Consultant Costs	0	0	0	0	0
Total	0	0	0	0	0

102 Arterial Street Budget Status

	2017	2018	2019	Future Years	Total
*102 Funds Budgeted ()	0	0	0	0	0
102 Funds Needed	0	0	0	0	0
*102 Fund Project Contingency ()	0	0	0	0	0
102 Funds Required	0	0	0	0	0

460 Water Budget Status

	2017	2018	2019	Future Years	Total
*460 Funds Budgeted ()	0	0	0	0	0
460 Funds Needed	0	0	0	0	0
*460 Fund Project Contingency ()	0	0	0	0	0
460 Funds Required	0	0	0	0	0

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

ENG-270, Revised 12/17

BRANNAN PARK VACINITY MAP

Printed Date: 5/15/2019

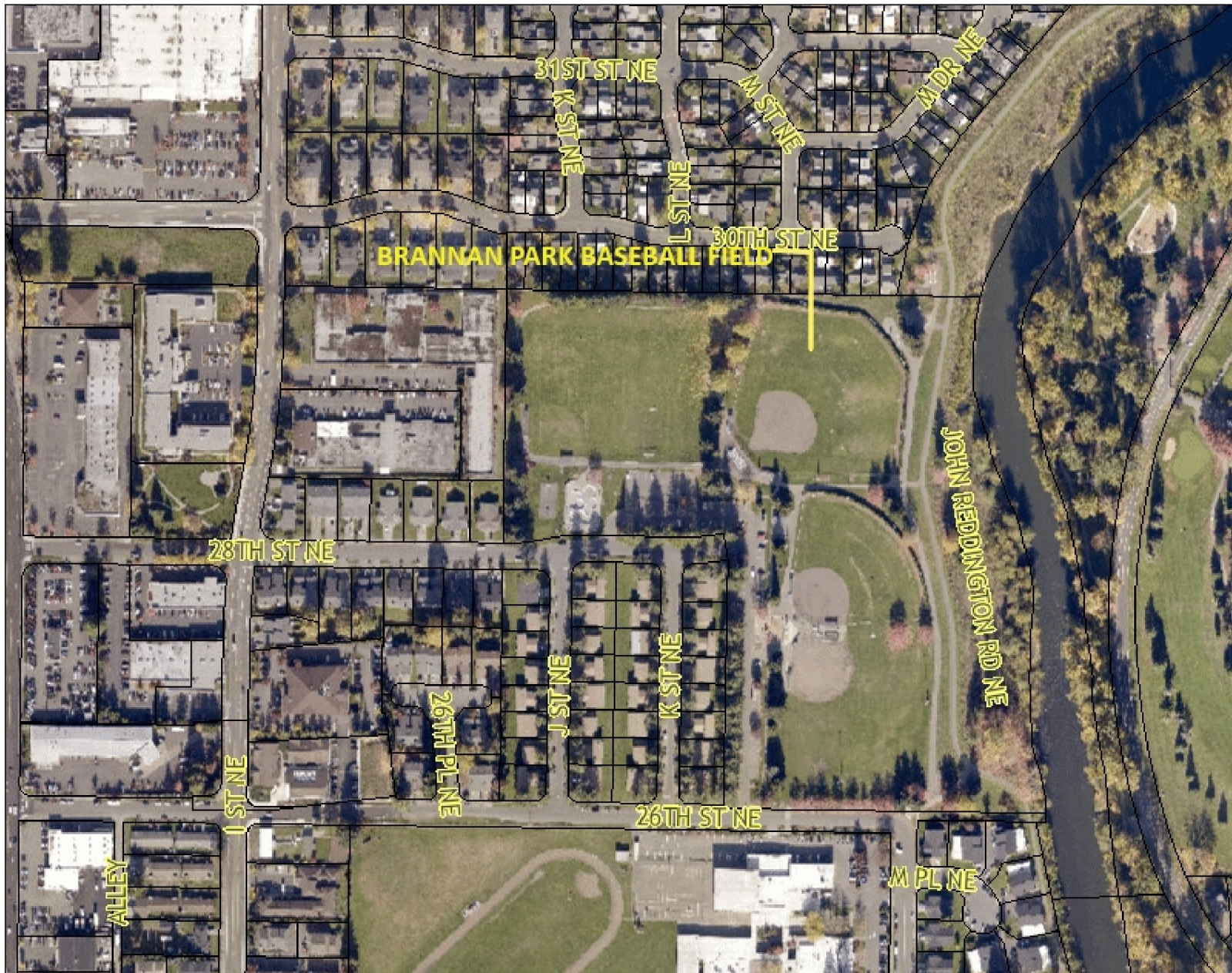
Map Created by City of Auburn eGIS

Imagery Date: May 2015

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

Legend

- ☐ Parcel Boundaries
- City Street Names



666.7 0 333.3 666.7 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 333 ft

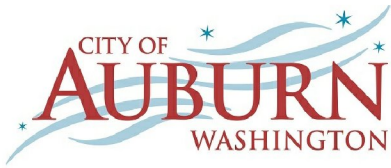
1:4,000



Page 41 of 227

Notes

Type any additional notes- delete text to leave blank



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6714 (Gaub)

Department:

Public Works

Attachments:

[Ordinance No. 6714](#)

[Exhibits A, B and C](#)

[Staff Report](#)

[Vicinity Map](#)

Date:

April 5, 2019

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council introduce and adopt Ordinance No. 6714.

Background Summary:

The property owner of 733 10th Street NE, Steve Margo, has applied to the City for vacation of right-of-way located north of his property and east of Auburn Way North, shown on Exhibit "B" and Exhibit "C". The applicant currently owns adjacent parcels #3339900766 and 3339900761 to the south and is proposing to incorporate the right-of-way into his multifamily property so that he can continue to utilize it for additional parking, storage and garbage and recycling pickup for the multifamily buildings.

The application has been reviewed by City staff and utility purveyors who have an interest in this right-of-way. Through this review City staff has determined that the right of way is not necessary to meet the needs of the City and could be vacated.

Ordinance No. 6714, if adopted by City Council, approves Vacation No. V2-18 and vacates the right-of-way and returns to those persons entitled to receive the property in accordance with RCW 35.79.040.

Reviewed by Council Committees:**Councilmember:**

Meeting Date: May 20, 2019

Staff:

Item Number:

Gaub

ORD.A

ORDINANCE NO. 6714

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AUBURN WASHINGTON, VACATING RIGHT-OF-WAY
NORTH OF 10TH STREET NE AND EAST OF AUBURN WAY
NORTH, WITHIN THE CITY OF AUBURN, WASHINGTON

WHEREAS, the City of Auburn, Washington ("City"), received a petition by not less than two-thirds (2/3) of the owners of property adjacent to right-of-way located north of 733 10th Street NE and east of Auburn Way North, within the City requesting vacation of the same; and,

WHEREAS, the City Council of the City of Auburn, Washington ("City Council"), has, reviewed the need for streets and right-of-ways in the vicinity of the right-of-way and determined that consideration should be given to the vacation of the same; and,

WHEREAS, a public hearing was held in connection with the possible vacation, with notice having been provided pursuant to statute; and,

WHEREAS, the City Council has considered all matters presented at the public hearing on the proposed vacation, held on the 20th day of May, 2019, at the Auburn City Council Chambers in Auburn, Washington.

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

Section 1. Vacation. That the right of way located north of 733 10th Street NE and east of Auburn Way North located within the City of Auburn, Washington, legally described as follows:

The north 30 feet of lots 38, 39 and 40, block 15, C.D. Hillman's

Ordinance No. 6714
ROW Vacation V2-18
March 19, 2019
Page 1 of 3

Auburndale Addition to the City of Seattle, Division No. 2,
According to the Plat thereof recorded in Volume 13 of Plats,
Page 92, Records of King County, Washington.

[Also identified as Exhibit A.]

and as shown on the survey, a copy of which is attached, marked Exhibit "B" and Exhibit "C", the same is vacated and the property lying in the portion of right-of-way described, shall inure and belong to those persons entitled to receive the property in accordance with RCW 35.79.040.

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

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Steven L. Gross, City Attorney

PUBLISHED: _____

Ordinance No. 6714
ROW Vacation V2-18
March 19, 2019
Page 3 of 3

EXHIBIT A

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7,
TOWNSHIP 21 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF AUBURN, KING COUNTY, WASHINGTON

RIGHT OF WAY VACATION DESCRIPTION

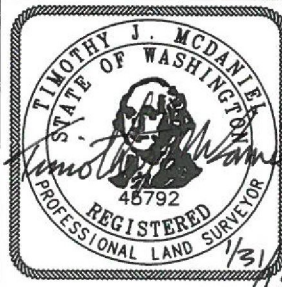
THE NORTH 30 FEET OF LOTS 38, 39 AND 40, BLOCK 15, C.D. HILLMAN'S
AUBURNDALE ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 2,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 92,
RECORDS OF KING COUNTY, WASHINGTON.

(IT IS THE INTENT OF THE ABOVE DESCRIPTION TO DESCRIBE THAT PORTION OF
RIGHT OF WAY DEEDED TO THE CITY OF AUBURN UNDER RECORDING NO. 6048203
LYING IN THE NORTH 30 FEET OF LOTS 38-40, AUBURNDALE ADDITION)

SHEET 1 OF 3

RIGHT OF WAY VACATION LEGAL DESCRIPTION

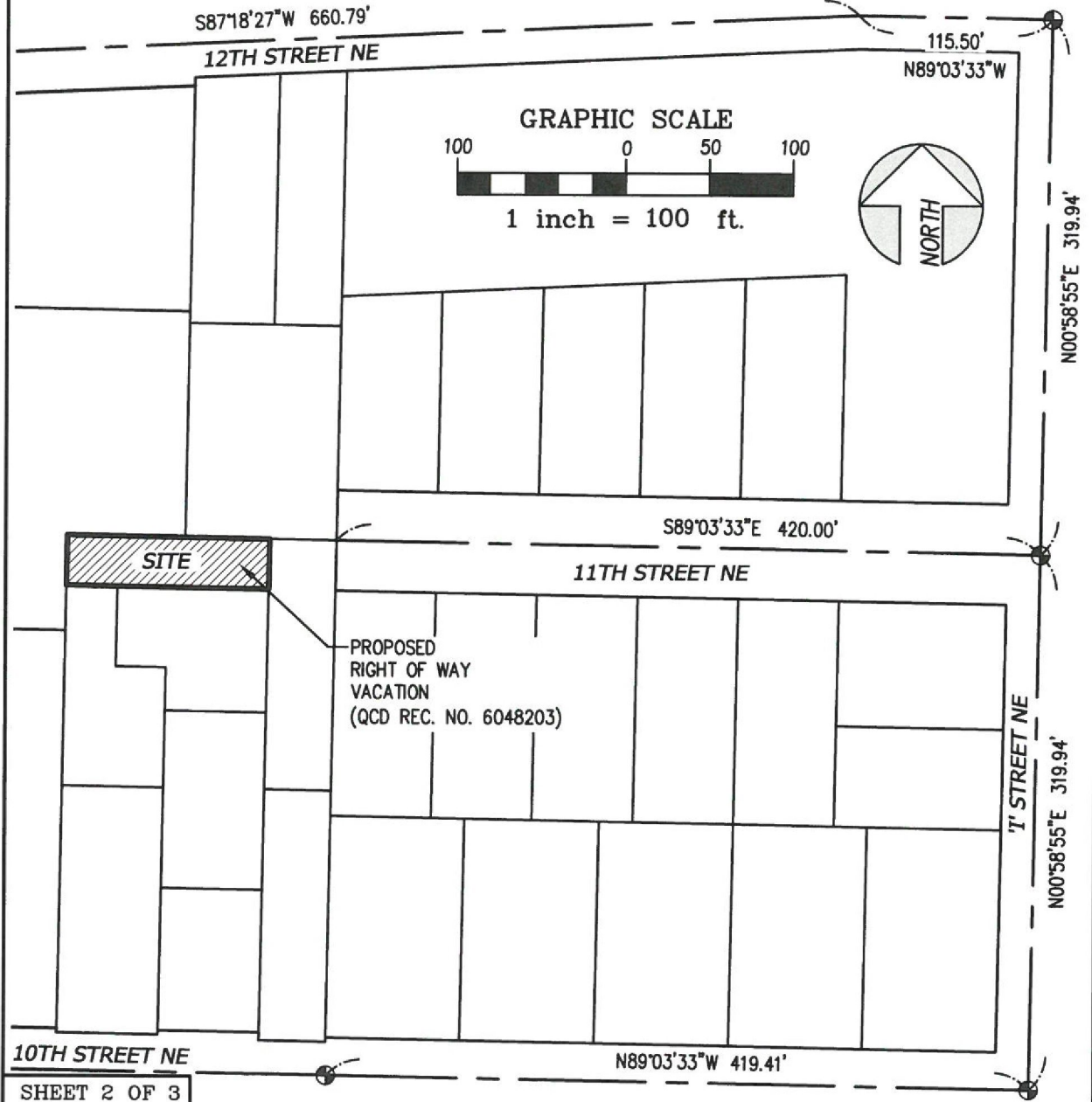
APEX JOB NO: 34545	DATE: 08/23/2018
DRAWN BY: TJM	CHECKED BY: ABB
DWG. NO: 34545-C3D.DWG	SCALE: 1"=100'



Apex
Engineering PLLC
2601 South 35th, Suite 200
Tacoma, Washington 98409-7479
(253) 473-4494 FAX: (253) 473-0599
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EXHIBIT B

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7,
TOWNSHIP 21 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF AUBURN, KING COUNTY, WASHINGTON



RIGHT OF WAY VACATION EXHIBIT

APEX JOB NO: 34545	DATE: 08/23/2018
DRAWN BY: TJM	CHECKED BY: ABB
DWG. NO: 34545-C3D.DWG	SCALE: 1"=100'

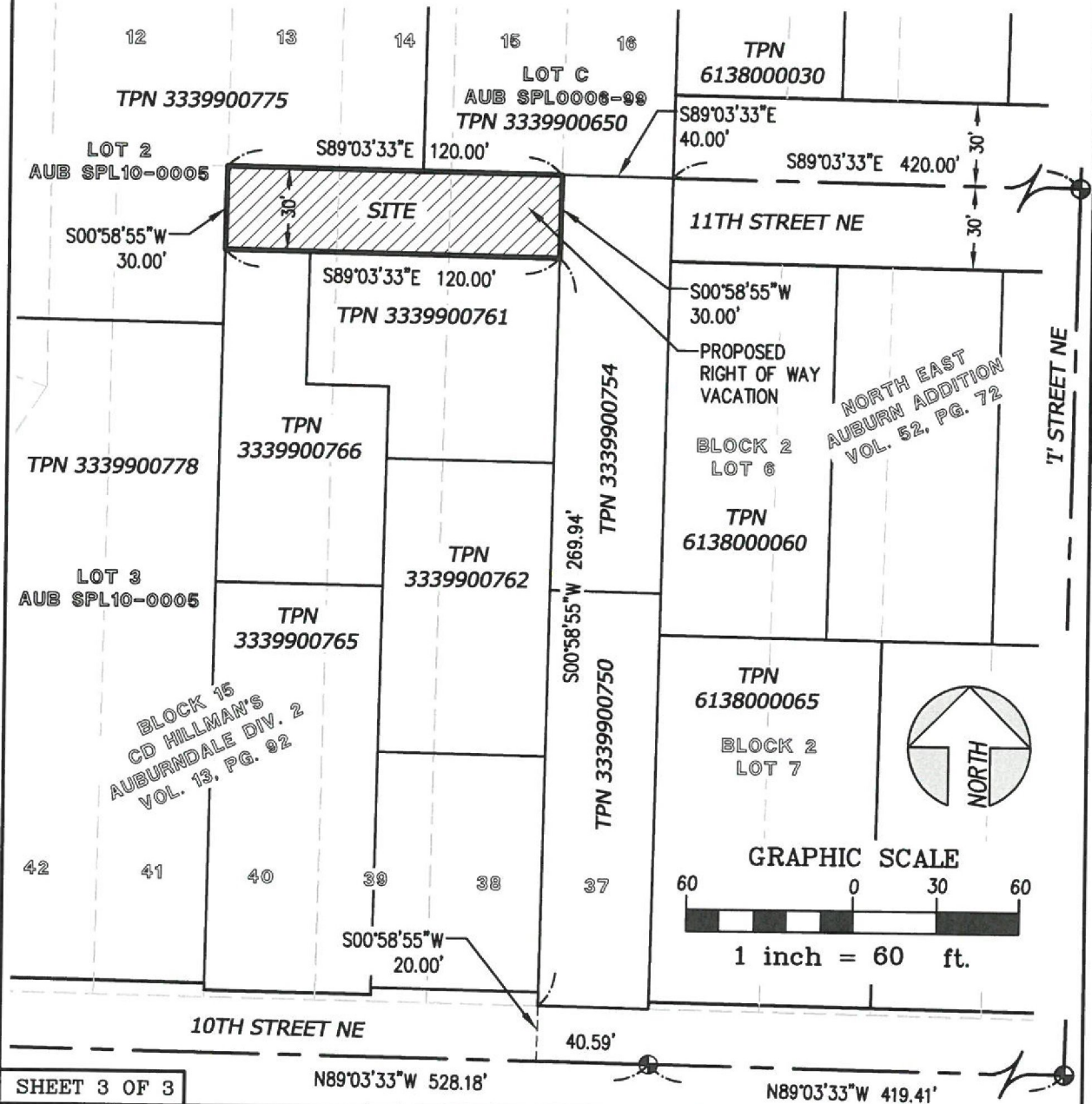


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Engineering PLLC

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Tacoma, Washington 98409-7479
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EXHIBIT C

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7,
TOWNSHIP 21 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF AUBURN, KING COUNTY, WASHINGTON



RIGHT OF WAY VACATION EXHIBIT

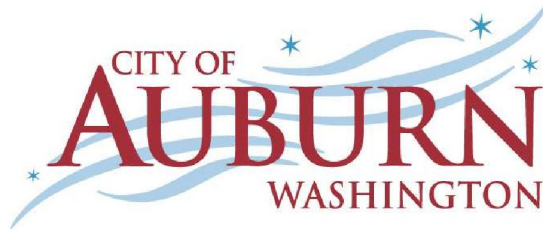
APEX JOB NO: 34545	DATE: 08/23/2018
DRAWN BY: TJM	CHECKED BY: ABB
DWG. NO: 34545-C3D.DWG	SCALE: 1"=100'



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RIGHT-OF-WAY VACATION STAFF REPORT

Right-of-Way (ROW) Vacation Number V2-18

Applicant: Steve Margo

Property Location: Right-of-Way located north of 733 10th St NE.

Description of right-of-way:

The ROW proposed for vacation consists of unopened ROW north of 733 10th Street NE and east of Auburn Way North. The proposed ROW is adjacent to Parcel No. 3339900766 and 3339900761 to the south which are owned by the applicant, Parcel No. 20100922001 to the north and west which are owned by AutoZone, and Parcel No 3339900754 to the east which is owned by a private citizen. The total proposed ROW vacation area is approximately 3,600± square feet.

The ROW was originally Quit Claim Deeded to the City of Auburn for street purposes on May 13, 1966. The ROW has never been opened to the public for street purposes and it appears that the City has never maintained the area as ROW or for any public use.

See Exhibits "A", "B", and "C" for legal description and survey.

Proposal:

The Applicant proposes that the City vacate the above described right-of-way so that they can continue to utilize it for additional parking, storage and garbage and recycling pickup area for their multi-family buildings.

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 vacated area may be subject to property taxes.
- The street vacation decreases the Right-of-Way maintenance obligation of the City.

Discussion:

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

1. Puget Sound Energy (PSE) – PSE has no facilities located within the proposed vacation area and no need for any easement reservation.
2. Comcast – No comments received.
3. Water – Water does not require any easements for the proposed vacation.
4. Sewer – There are no sewer facilities and no objection to the proposed vacation.
5. Storm – Storm has no comments and does not require any easements for the proposed vacation.
6. Transportation – No comments.
7. Planning – Zoning for the ROW is the same as the applicant parcels so if approved and if the ROW attaches to the applicant parcels a change to the zoning maps is not required. Additionally, should the applicant wish to improve the area in the future they should check with the City first to avoid any potential code enforcement actions prior to undertaking any modifications.
8. Fire – Fire department turn around for the Pinehurst Manor Apartments must be maintained if the vacation is approved.
9. Police – No comments.
10. Streets – No comments.
11. Construction – No comments.
12. Innovation and Technology – No comments

Assessed Value:

ACC 12.48.085 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.”

RCW 35.79.030 states the vacation “shall not become effective until the owners of property abutting upon the street or alley, or part thereof so vacated, shall compensate such city or town in an amount which does not exceed one-half the appraised value of the area so vacated. If the street or alley has been part of a dedicated public right-of-

way for twenty-five years or more, or if the subject property or portions thereof were acquired at public expense, the city or town may require the owners of the property abutting the street or alley to compensate the city or town in an amount that does not exceed the full appraised value of the area vacated.”

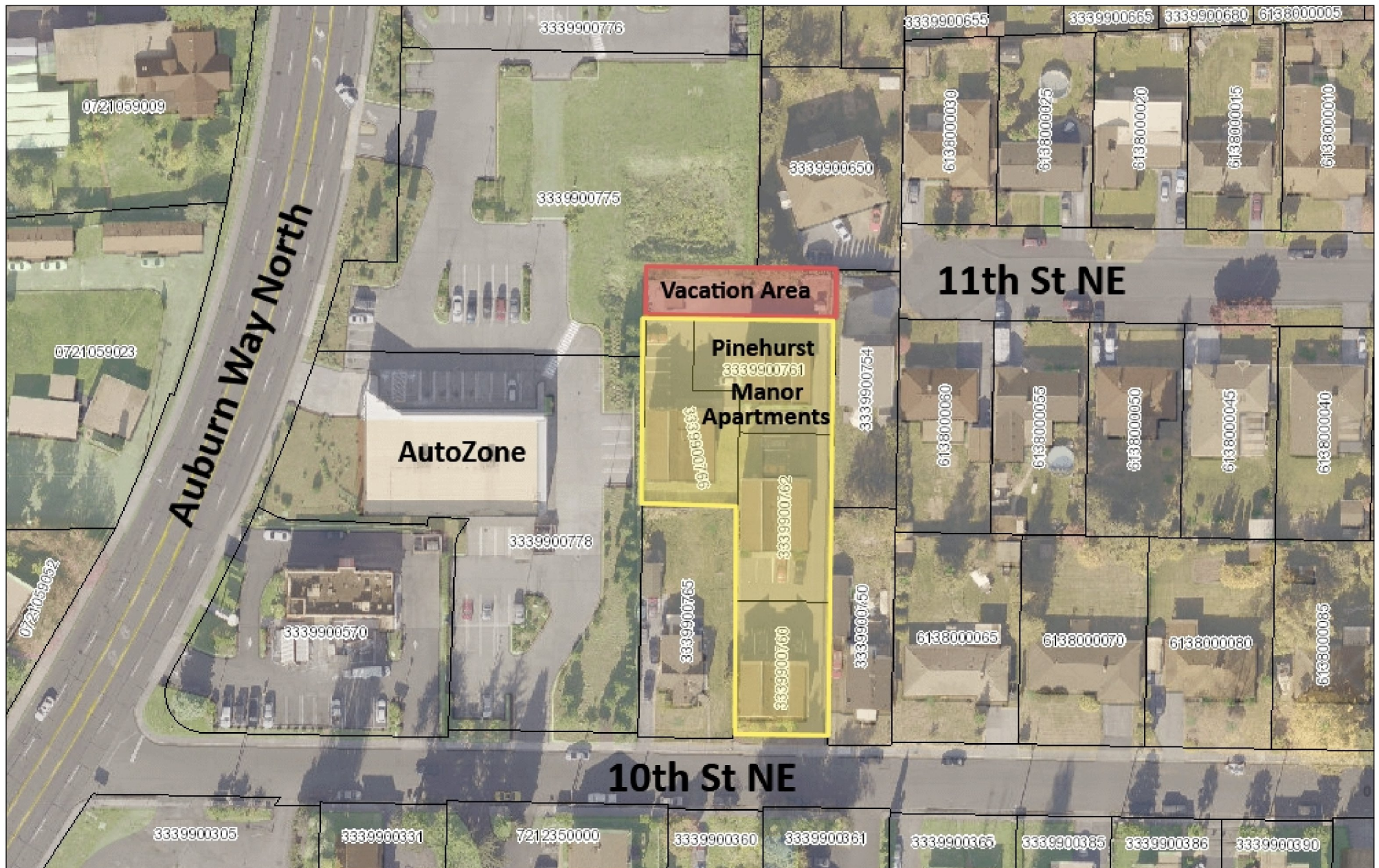
An appraisal by an MAI appraiser of the subject right-of-way was submitted by the applicant. The City reviewed and accepted the appraisal. The appraisal values the right-of-way at highest and best use of assemblage with abutting parcels at \$36,000.00.

Recommendation:

Staff recommends that the street vacation be granted with no conditions and that compensation not be required as the right-of-way was acquired through Quit Claim Deed at no cost to the City and it has never been opened for public or street use or maintained by the City.

Right-of-Way Vacation #V2-18

Printed Date: 4/1/2019
Map Created by City of Auburn eGIS
Imagery Date: May 2015



166.7 0 83.3 166.7 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

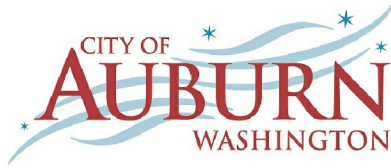
1 in = 83 ft

1:1,000



Page 52 of 227

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6716 (Tate)

Date:

May 14, 2019

Department:

Community Development

Attachments:

[Ordinance No. 6716](#)

[Exhibit A. - Ordinance No. 6716 Code](#)

[Amendment](#)

[Exhibit B. - April 2, 2019 Staff Report to](#)

[Planning Commission](#)

[PowerPoint Presentation](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6716.

Background Summary:

Puget Sound Emergency Radio Network (PSERN) is a public safety (E-911) wireless communications network intended to replace the current King County (KC) Emergency Radio Communications System, which is 20 years old and is limited in coverage. PSERN, much like the KC Emergency Radio Communications System, will be used by first responders to coordinate activities during emergency incidents and will be used by all jurisdictions in King County. Due to the increase in population within the region since the current system was initiated, additional radio coverage is needed. The current system is to be replaced in order to provide greater coverage and increase reliability.

A new emergency wireless communication facility (EWCF) is proposed to be located in Auburn. The new EWCF will be situated on an 8.38-acre parcel, located west of the intersection of Auburn Way S and 32nd St SE, on Auburn Adventist Academy owned property. The new EWCF, which will be operated by PSERN, is proposed to enhance E-911 emergency communications by increasing coverage throughout the region.

The City's existing zoning code requirements, which are primarily oriented to private wireless communication facility (WCF) carriers, does not allow such a facility. Therefore PSERN has requested an amendment to Title 18 – the City's Zoning Code to allow the use and siting of EWCFs within the I, Institutional Zone of the Auburn City Code (ACC).

Staff has discussed the proposed code amendment with the Planning Commission at two regular meetings. At the January 23, 2019 the Planning Commission regular meeting, staff provided an overview of PSERN, its purpose and funding, the definition of a wireless communication facility (WCF), the supplemental siting standards pertaining to WCFs, and examples of other jurisdictions' standards pertaining to EWCFs. At the March 5, 2019 Planning Commission regular meeting, staff responded to Planning Commission's inquiries

regarding network coverage, terms of lease for a tower, and the collocation of commercial carriers. Staff also requested guidance for regulating collocation on and the height of EWCFs.

On April 2, 2019 the Planning Commission held a public hearing regarding the proposed code amendment. During the public hearing, the Planning Commission heard public testimony from the applicant's representative and a representative for PSERN. Staff also provided the comments received from two parties (included in Exhibit B). Upon close of the public hearing and after deliberation, the Planning Commission recommended approval of the proposed code amendment to City Council.

Reviewed by Council Committees:

Councilmember: DaCorsi

Staff: Tate

Meeting Date: May 20, 2019

Item Number: ORD.B

ORDINANCE NO. 6716

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO A NEW LAND USE CATEGORY FOR EMERGENCY WIRELESS COMMUNICATION FACILITIES, AMENDING SECTIONS 18.04.912, 18.31.100, 18.35.030, OF THE AUBURN CITY CODE

WHEREAS, LDC, Inc. on behalf of the Puget Sound Emergency Radio Network (PSERN), made application on July 13, 2018 to amend Title 18 Zoning to accommodate their proposed emergency wireless communication facility (EWCF) in the I, Institutional Zoning District.

WHEREAS, current zoning requirements do not address emergency wireless communication towers, which are one class of wireless facility that the Federal Communications Commission has protected from broad local government regulation; and

WHEREAS, pursuant to RCW 36.70A the proposed code amendment language was transmitted to the Washington State Department of Commerce requesting an expedited review (consisting of a 14-day period) on December 10, 2019. On January 7, 2019 the City received notice that expedited review had been granted, and that upon receipt of the email the City met the notice to state agency requirements contained in RCW 36.70A.106. The City did not receive any state agency comments.

WHEREAS, the code amendment was subject to environmental review process under the Washington State Environmental Policy Act (SEPA). A Determination of Non-Significance (DNS) was issued December 10, 2018 (and reissued on December 19, 2018) and the City observed a fifteen-day public comment period; and

WHEREAS, Notice of Public Hearing (NOPH), was issued on March 22, 2019 a

minimum of 10 days prior to the public hearing as required by ACC 18.68.040(A)(1).

WHEREAS, the Planning Commission reviewed the code amendment at its January 23, 2019 and March 5, 2019 Planning Commission meetings; and

WHEREAS, the City received three public comment letters in response to notice of the public hearing, and

WHEREAS, the Planning Commission held a public hearing on the proposed amendment on April 2, 2019, and afterwards forwarded a recommendation for approval to the City Council.

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

Section 1. Amendment to City Code. That Sections 18.04.912, 18.31.100, 18.35.030 of the Auburn City Code are amended to read as shown in Exhibit A.

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

Section 3. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application 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 4. Effective Date. This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

INTRODUCED:_____

PASSED: _____
APPROVED: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Steven L. Gross, City Attorney

PUBLISHED: _____

- Insertions are shown in green, underlined text.
- Deletions are shown in red, strikethrough ~~text~~.
- Moves are shown in black, underlined text.

Ordinance 6716 Exhibit A

18.04.912 Wireless communications.

“Wireless communications” means the provision of any personal wireless service, as defined in the Telecommunications Act of 1996, and for the purposes of this title includes the following terms:

A. “Antenna” means a device used in wireless communications which transmits and/or receives radio signals. Antennas include the following types:

1. Accessory: Antennas including, but not limited to, test mobile antennas and Global Positioning System (GPS) antennas which are less than 12 inches in height or width and do not directly provide personal wireless communication.
2. Directional or panel: An antenna or array of antennas designed to transmit a radio signal in a particular direction typically encompassing an arc of 120 degrees. Panel antennas, also called directional antennas, are typically flat, rectangular devices approximately six square feet in size.
3. Dish or parabolic: A bowl-shaped device for the reception and/or transmission of radio frequency communications signals in a specific directional pattern.
4. Whip, rod or omni-directional antenna: An antenna, tubular in shape, that transmits and receives signals throughout a 360-degree range.
5. Other: All other transmitting or receiving equipment not specifically described herein shall be regulated in conformity with the type of antenna defined herein which most closely resembles such equipment.

B. “Antenna array” means one or more rods, panels, discs or similar devices attached to a support structure used for the transmission or reception of radio frequency signals.

C. “Attached wireless communications facility (WCF)” means an antenna array which is attached to an existing building or structure.

D. “Carrier” means a company providing wireless communication services, also referred to as a provider.

E. “Co-location” means the use of a common WCF or site by two or more wireless license holders, or by one wireless license holder for more than one type of communications technology.

F. “Equipment facility” means a structure used to contain ancillary equipment for a WCF which may include cabinets, shelters, an addition to an existing structure, pedestals and other similar structures.

G. "Microcells" are typically located in and exclusively benefit residential neighborhoods. Microcells consist of an antenna that is either: (1) a dish or parabolic antenna that is no more than four feet in height and with an area of not more than 580 square inches; or (2) a tubular antenna that is no more than four inches in diameter and no more than six feet in height; or (3) one or more panel antenna that is no more than six feet in height, and its width or depth is no more than six inches and the aggregate area of such panel antenna(s) would not exceed 580 square inches that would be visible from any one viewpoint; or (4) similar antennas that are of comparable size and shape.

H. "Separation" means minimum distance required between primary support structures.

I. "Support structure" means the structure to which the antenna and other necessary associated hardware are attached. Support structures include but are not limited to the following:

1. Lattice tower: A structure of varying height that consists of a network of crossed metal braces forming a tower which is usually triangular or square in cross section. To be considered a primary support structure.
2. Monopole: A structure of varying height consisting of a single spire sunk into the ground and/or attached to a foundation. To be considered a primary support structure.
3. Other structures: This may include existing buildings, water towers, athletic field light poles, or other similar structures. To be considered a secondary support structure.

J. "Wireless communications facility (WCF)" means any non-staffed facility for the transmission and/or reception of wireless telecommunications services, typically consisting of an antenna array, an equipment facility and/or a support structure.

K. "Emergency Wireless Communication Facility (EWCF):" means a wireless communications facility for the purpose of an emergency communication system operated by a local public agency responsible for providing emergency services.

~~L. For the purposes of determining in which zones wireless communications facilities are to be permitted, they will be classified pursuant to the following types. Refer to the table in AGC-18.31.100(K) to determine which zones allow for the following types of facilities:~~

~~1. TYPE 1. Type 1 are new antennas erected on existing buildings or nonresidential structures.~~

~~There are four separate Type 1 categories described as follows:~~

~~a. 1-A. The combined height of the antenna together with the height of the existing building cannot be 25 percent greater than the existing building or exceed the height limitation of the zone in which the building is located.~~

~~b. — 1-B. The combined height of the antenna together with the height of the existing building cannot be 50 percent greater than the existing building or exceed the height limitation of the zone in which the building is located.~~

~~c. — 1-C. The combined height of the antenna together with the height of the existing building is 50 percent greater than the existing building or exceeds the height limitation of the zone in which the building is located. The height limitation of the zone can only be exceeded by 25 percent.~~

~~d. — 1-D. Antenna located on existing water towers, athletic field light poles, or similar public utility infrastructure not located within public street right-of-way. The height limitation of the WCF will be 10 percent of the existing structure height, but may be increased to a maximum of 20 percent with an administrative use permit and may be increased to a maximum of 30 percent with a conditional use permit. The height limitation of the zone may be exceeded relative to the above provisions allowed for a 1-D facility.~~

~~2. TYPE 2. Type 2 are new antennas erected on existing (primary) support structures that have previous city approvals. There are two separate Type 2 categories described as follows:~~

~~a. — 2-A. Must meet height requirements of previous approval and is limited to 50 percent total (cumulative) expansion of equipment area.~~

~~b. — 2-B. Has greater height requirements than previous approval and allows for more than a 50 percent expansion of the equipment area.~~

~~3. TYPE 3. Type 3 is the erection of new (primary) support structures. There are two separate Type 3 categories described as follows:~~

~~a. — 3-A. Monopoles that are 75 feet or less in height.~~

~~b. — 3-B. Monopoles that are more than 75 feet in height or lattice towers of any height.~~

~~meet the definition of an EWCF and structure 4. — ETMantennas — anexisting — percent, outside — ancillary —~~

18.31.100 Wireless communications facilities siting standards.

The following siting standards are intended to guide the location and development of wireless communications facilities (WCF as defined by ACC [18.04.912](#) but not including microcells) on properties regulated under this title. The siting of microcells shall be in accordance with siting of microcells found in ACC [18.31.110](#).

A. Types of Wireless Communication Facilities (WCFs). For the purposes of determining in which zones wireless communications facilities are to be permitted, they will be classified pursuant to the following types. Refer to the table in ACC 18.31.100(KL) to determine which zones allow for the following types of facilities:

1. TYPE 1. Type 1 are new antennas erected on existing buildings or nonresidential structures.

– There are four separate Type 1 categories described as follows:

~~e~~.a. 1-A. The combined height of the antenna together with the height of the existing building cannot be 25 percent greater than the existing building or exceed the height limitation of the zone in which the building is located.

~~f~~.b. 1-B. The combined height of the antenna together with the height of the existing building cannot be 50 percent greater than the existing building or exceed the height limitation of the zone in which the building is located.

~~g~~.c. 1-C. The combined height of the antenna together with the height of the existing building is 50 percent greater than the existing building or exceeds the height limitation of the zone in which the building is located. The height limitation of the zone can only be exceeded by 25 percent.

~~h~~.d. 1-D. Antenna located on existing water towers, athletic field light poles, or similar public utility infrastructure not located within public street right-of-way. The height limitation of the WCF will be 10 percent of the existing structure height, but may be increased to a maximum of 20 percent with an administrative use permit and may be increased to a maximum of 30 percent with a conditional use permit. The height limitation of the zone may be exceeded relative to the above provisions allowed for a 1-D facility.

2. TYPE 2. Type 2 are new antennas erected on existing (primary) support structures that have previous city approvals. There are two separate Type 2 categories described as follows:

~~e~~.a. 2-A. Must meet height requirements of previous approval and is limited to 50 percent total (cumulative) expansion of equipment area.

~~d~~.b. 2-B. Has greater height requirements than previous approval and allows for more than a 50 percent expansion of the equipment area.

3. TYPE 3. Type 3 is the erection of new (primary) support structures. There are ~~two~~ three separate Type 3 categories described as follows:

~~e~~.a. 3-A. Monopoles that are 75 feet or less in height.

~~d~~.b. 3-B. Monopoles that are more than 75 feet in height or lattice towers of any height.

- c. 3-C. Monopoles or lattice towers that meet the definition of an EWCF and are 185 feet or less in structure height.

4. TYPE 4. Type 4 are new antennas erected on existing EWCF (primary) support structures that have previous city approvals. There is one Type 4 category, which is described as follows:

- a. 4-A. Mounting of antennas cannot exceed the following thresholds:¹

- i. Increase the height of an existing primary support structure by 10 percent, or 20 feet (whichever is less).
- ii. Add an appurtenance to the body of the tower that would protrude from the outside edge of the tower more than 20 ft.
- iii. Install more than four ancillary equipment facilities.

¹ This section is intended to be interpreted consistent with 47 CFR 1.40001, as amended.

AB. *Separation between Facilities.*

1. New, Freestanding Primary Support Structures.

a. The minimum separation, i.e., distance, between a proposed monopole (that is 75 feet or less in height) and any other existing primary support structure, of any height, shall be the height of the proposed monopole, including antenna, multiplied by a factor of 10.

b. The minimum separation, i.e., distance, between a proposed monopole (that is more than 75 feet in height, or lattice towers of any height) and any other existing primary support structure, of any height, shall be the height of the proposed monopole, including antenna, multiplied by a factor of 20.

2. The distance between primary support structures shall be measured by following a straight line, without regard to intervening buildings, from the base of one support structure to the base of the other support structure(s).

3. A primary support structure would be considered "existing" if a conditional use permit or administrative use permit has been issued and is still valid for sites which have not been built upon.

BC. *Co-Location Requirements.*

1. For monopoles that are more than 75 feet in height and lattice towers of any height (Type 3-B facilities), the owner of the property shall execute and provide evidence of a nonexclusive lease with the carrier that allows for other carriers to place antennas on the structure.

2. Any application for a Type 3-B or 3-C facility shall include technical justification that an existing Type 3-B or 3-C facility with a nonexclusive lease could not be used instead of constructing a new tower.

CD. *Height.*

1. Unless otherwise provided for, the height of any primary support structure and/or antenna shall not exceed the height limitations of the zone.
2. The maximum height of any primary support structure shall not exceed 120 feet.
3. There shall be no variances allowed to the height limitations.
4. The carrier shall provide evidence that the Federal Aviation Administration (FAA) has approved the location of a primary support structure relative to the Auburn Municipal Airport.
5. Unless otherwise restricted by this section, building – or structure-mounted antennas may extend a maximum of 15 feet above the maximum height permitted for structures within the zone.
6. Antennas that are mounted on structures that do not otherwise have a height restriction may be allowed to increase the overall height of the structure by no more than 10 percent of the height of the structure unless additional approvals are obtained.

DE. *Setbacks.*

1. All equipment shelters, cabinets, support structures or other above-ground facilities shall meet the setback requirements of the zone in which located except as follows. All equipment shelters, cabinets, or other above-ground facilities used to support primary support structures shall be set back the same distance required of the primary support structure. All equipment shelters, cabinets, or other above-ground facilities within a nonresidential zone shall be set back a minimum of 50 feet from any adjacent R zone.
2. The minimum distance from any primary support structure, of any height, to any residentially zoned parcel of property shall be a distance equal to the overall height of the primary support structure (including antennas) multiplied by a factor of two.
3. Where possible, roof-mounted antennas and equipment shelters and/or cabinets are to be placed towards the center of the building, or away from public views. Equipment shelters and/or cabinets shall be screened by a parapet or similar architectural feature.

EF. *Fencing and Landscaping.*

1. *Fencing.* Fencing is required to enclose all above-ground support equipment that is associated with primary support structures. Fencing will be 100 percent sight-obscuring, as

defined in ACC [18.31.020\(C\)\(2\)](#), if visible from a public right-of-way or less intense zone. Equipment shelters and/or cabinets shall be enclosed by fencing a minimum of six feet in height. Fencing shall meet the sight distance requirements of the city design and construction standards.

2. *Landscaping.*

- a. Where above-ground support equipment is visible from a public right-of-way, a minimum width of five feet of Type II landscaping as defined in ACC [18.50.040](#) will be provided on the exterior of the enclosing fence in order to effectively screen the equipment from the public right-of-way. Landscaping shall meet the sight distance requirements of the city design and construction standards.
- b. Where facilities are visible from adjacent residential uses, a minimum width of five feet of Type I landscaping as defined in ACC [18.50.040](#) will be provided on the exterior of the enclosing fence in order to effectively screen the equipment from the adjacent residential uses.
- c. Existing on-site vegetation may be used to meet the landscape requirements if approved by the planning director.

FG. *Aesthetics.*

1. In order to minimize any potential, negative aesthetic impacts from new primary support structures including protecting views to and from residential neighborhoods, mitigation may be required to blend the facilities in with the adjacent development or environs. Typical solutions for the support structure might include: an extension of the building, a component of a sign structure, disguising the facility as a tree, planting of tall trees, moving the location of the facility, painting or texturing the facility, etc.
2. Building – or roof-mounted antennas will be painted or textured to blend with the adjacent surfaces.
3. No lettering, symbols, images or trademarks large enough to be legible to occupants of vehicular traffic on any adjacent street shall be placed on or affixed to any part of the WCF, unless required by the FCC or FAA.
4. Except as specifically required by the FAA (but must be approved by the city), freestanding primary support structures shall be painted a color that best allows them to blend into the surroundings. The use of grays, blues and greens might be appropriate; however, each application shall be evaluated individually.

GH. *Lighting.*

1. Freestanding support structures shall not be artificially lighted, unless required by the FAA or other applicable authority. Any proposed lighting shall be submitted at the time of the initial application. Any lighting must be reviewed and approved by the city.
2. Security lighting used to light the equipment facility shall be directed downward, shielded and kept within the boundaries of the site.

H.I. *Abandoned Facilities.*

1. Any WCF which is not utilized for a period of nine months or more will be considered abandoned.
2. Any WCF which falls into a state of disrepair as determined by the planning director will be considered abandoned.
3. Any WCF considered to be abandoned must be removed completely within 90 days from the date of notification by the city's code enforcement personnel. The code enforcement personnel may extend the 90-day period should a valid application for use of the facility be submitted to the city.

H.J. *Noise.* For the purposes of this section, WCF will be considered a Class B, commercial, noise source pursuant to WAC [173-60-040](#).

H.K. *Supplemental Information Required for Applications.* In addition to the information that is otherwise required for an application for a permit for a WCF, the following is also required:

1. For a new primary support structure and related equipment, the applicant shall provide the carrier's master network plan for the city showing the carrier's existing WCF locations and narrative explaining the potential WCF locations over the next year, if known. The applicant shall also provide technical justification supporting the need for the height of the primary support structure and why a shorter support structure could not be utilized. Any application for a Type 3-B facility shall provide technical justification as to why a Type 3-A facility could not be utilized instead to adequately serve the Auburn community.
2. Narrative description of the facility including whether there is capacity on the proposed structure for more antennas, methods for minimizing visual impacts of the facilities, etc.
3. A color swatch for the proposed primary support structure.
4. Photographs or similar illustrations that show a reasonable likeness of the proposed facility including the antenna arrays and above-ground support equipment.

H.L. *Zones in Which WCF Are Permitted.* The following table illustrates which zones the types of facilities as defined by ACC [18.04.912\(J\)](#) and [18.04.912\(K\)](#) are allowed in and which permits are

required. Microcells, as defined by ACC [18.04.912\(G\)](#), are allowed only in residential zones and shall be permitted outright pursuant to the provisions of ACC [18.04.912\(G\)](#).

Zone	Type of Permit Required		
	Permitted Outright	Administrative Use Permit	Conditional Use Permit
All Zones	1-D	1-D ¹	1-D ²
RO-H	1-A	1-B	1-C
C-N	1-A	1-B	1-C
C-1	1-A	1-B	1-C
C-2, DUC	1-A	1-B	1-C
C-3	1-B, 2-A	1-C, 2-B, 3-A	3-B
M-1, EP	1-B, 2-A	1-C, 2-B, 3-A	3-B
M-2	1-B, 2-A	1-C, 2-B, 3-A	3-B
P-1	1-B, 2-A	1-C, 2-B	3-A ³
I	1-A 3-C	1-B 4-A	1-C
LF	1-A	1-B	1-C

¹ Allowance for the WCF to extend to a height of 20 percent of the supporting structure.

² Allowance for the WCF to extend to a height of 30 percent of the supporting structure.

³ The maximum height allowed, including antennas, is 45 feet.

LK. *Exemptions.*

1. Unless otherwise provided for, the following are exempt from the provisions of this section:

- a. Microcells as defined by ACC [18.04.912\(G\)](#).
- b. *Mobile Testing Facilities/Equipment Used to Test Network Limitations.* The facilities/equipment shall not be at any one location for more than 14 days and shall otherwise meet the requirements of any other ordinance, regulation or code provision.

2. EWCFs are ~~The following is~~ exempt from the provisions of subsections A₂ of this section, Separation between Facilities, B(1) Co-Location Requirements, C. Height (except C(4)), and D. Setbacks, of this section.

~~a. Emergency communication systems operated by a local public agency responsible for providing emergency services wireless communication facility (WCF).~~

Chapter 18.35 SPECIAL PURPOSE ZONES

Sections:

- 18.35.010 Purpose.**
- 18.35.020 Intent of special purpose zones.**
- 18.35.030 Uses.**
- 18.35.040 Development standards.**
- 18.35.050 Additional development standards for both the RO and R-OH zones.**

18.35.010 Purpose.

This chapter lists the land uses that may be allowed within the residential office, residential office-hospital, institutional, and public use zones established by ACC [18.02.070](#) (Establishment of zones), determines the type of land use approval required for each use, and provides basic standards for site layout and building size. (Ord. 6434 § 1, 2012.)

18.35.020 Intent of special purpose zones.

A. *General.* This section describes the intent for each of the city's special purpose zones. These intent statements may be used to guide the interpretation of the regulations associated with each zone.

B. RO and RO-H Residential Office and Residential Office-Hospital Zone. The RO and RO-H are intended primarily to accommodate small-scale business and professional offices, medical and dental clinics, and banks and similar financial institutions at locations where they are compatible with residential uses. Some retail and personal services may be permitted if supplemental to the other uses allowed in the zone. This zone is intended for those areas that are in transition from residential to commercial uses along arterials or near the hospital. Conversion of residential uses to commercial uses is geared towards encouraging adaptive re-use of existing single-family structures that continue to appear in accord with the single-family residential character. The RO-H designation is to be used exclusively for the hospital area, located in the vicinity of 2nd Street NE and Auburn Avenue, and is

intended to be used for medical and related uses and those uses compatible with the medical community.

C. **P-1 Public Use Zone.** The P-1 zone is intended to provide for the appropriate location and development of public uses that serve the cultural, educational, recreational, and public service needs of the community.

D. **I Institutional Zone.** The I zone is intended to provide an area wherein educational, governmental, theological, recreational, cultural and other public and quasi-public uses may be allowed to develop. It is further intended these areas be significant in scope which will allow a combination of uses which may not be permitted outright within other zones. This district is not intended to include those smaller or singular public uses which are consistent with and permitted in other zones.

E. **OS Open Space Zone.** The OS zone is intended to provide for land uses that tend to be managed in a largely undeveloped character, including passive parks, watersheds, natural and urban conservancy shoreline areas, significant wildlife habitats, large stormwater detention ponds or floodplain ponds, utility corridors with public access, and areas with significant development restrictions. Park lands included in the open space zone tend to be predominately passive in character and with relatively fewer developed facilities than parks included in the institutional zone. Private sites containing critical areas or shorelines may be included. (Ord. 6677 § 2, 2018; Ord. 6434 § 1, 2012.)

18.35.030 Uses.

A. **General Permit Requirements.** Table 18.35.030 identifies the uses of land allowed in each special purpose zone and the planning permit required to establish each use.

B. **Requirements for Certain Specific Land Uses.** Where the last column in Table 18.35.030 (“Standards for Specific Land Uses”) includes a section number, the referenced section determines other requirements and standards applicable to the use regardless of whether it is permitted outright or requires an administrative or conditional use permit.

Table 18.35.030. Permitted, Administrative, Conditional and Prohibited Uses by Zone

Permitted, Administrative, Conditional and Prohibited Uses by Zone						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designations					Standards for Specific Land Uses
	RO	RO-H	P-1	I	OS	
MARIJUANA RELATED BUSINESSES						
Marijuana processor	X	X	X	X	X	
Marijuana producer	X	X	X	X	X	
Marijuana researcher	X	X	X	X	X	
Marijuana retailer	X	X	X	X	X	
Marijuana transporter business	X	X	X	X	X	
PUBLIC						
Animal shelter, public	X	X	P	X	X	
Government facilities, this excludes offices and related uses that are permitted outright	A	A	P	P	C	
Municipal parks and playgrounds	P	P	P	P	P	
RECREATION, EDUCATION AND PUBLIC ASSEMBLY						
Campgrounds	X	X	X	P	P	
Recreational vehicle parks, private	X	X	X	P	X	
Cemetery, public	X	X	P	A	X	
Cemetery, private	X	X	X	A	X	
College, university, public	X	X	A	A	X	
Commercial recreation facility – Indoor	X	X	X	P	X	
Commercial recreation facility – Outdoor	X	X	X	A	C	ACC 18.57.025(A)
Conference/convention facility	X	X	X	A	X	
Library, museum	X	X	P	P	A	

Permitted, Administrative, Conditional and Prohibited Uses by Zone						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designations					Standards for Specific Land Uses
	RO	RO-H	P-1	I	OS	
Meeting facility, public or private	A	A	P	P	A	
Private school – specialized education/training (for profit)	P	P	X	P	X	
Public schools (K-12) and related facilities	X	X	P	P	X	
Religious institutions, lot size less than one acre	A	P	X	P	X	
Religious institutions, lot size more than one acre	C	A	X	P	X	
Studio – Art, dance, martial arts, music, etc.	P	X	X	X	X	
RESIDENTIAL						
Duplex	P ¹	X	X	A	X	
Home occupation	P	P	X	P	P	Chapter 18.60 ACC
Live/work, work/live unit	A	P	X	A	X	
Marijuana cooperative	X	X	X	X	X	
Multiple-family dwellings, stand-alone	P ²	A ³	X	A	X	
One detached single-family dwelling	P	X	X	X	P ⁵	
Nursing home, assisted living facility	A	A	X	P	X	
Senior housing	A	A	X	A	X	
RETAIL						
Restaurant, cafe, coffee shop, excluding drive-through facilities	A	A	P	A	X	

Permitted, Administrative, Conditional and Prohibited Uses by Zone						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designations					Standards for Specific Land Uses
	RO	RO-H	P-1	I	OS	
SERVICES						
Banking and related financial institutions, excluding drive-through facilities ⁴	P	P	X	X	X	
Daycare, including mini daycare, daycare center, preschools or nursery schools	A	P	X	P	A	
Home-based daycare	P	P	X	P	P	
Medical services – Clinic or urgent care ⁴	P	P	X	X	X	
Mortuary, funeral home, crematorium	X	P	X	X	X	
Professional offices	P	P	X	A	A	
Personal service shops	P	P	X	X	X	
Pharmacies	X	P	X	X	X	
TRANSPORTATION, COMMUNICATIONS AND INFRASTRUCTURE						
Utility facilities, substations, utility transmission or distribution line	X	X	X	X	A	See ACC 18.02.040(E)
Emergency wireless community facility (EWCF)	X	X	X	P	X	See ACC 18.04.912 and 18.31.100
OTHER USES THAT ARE NOT LISTED						
Other uses may be permitted by the planning director or designee if the use is determined to be consistent with the intent of the zone and	P	P	P	P	P	

Permitted, Administrative, Conditional and Prohibited Uses by Zone						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designations					Standards for Specific Land Uses
	RO	RO-H	P-1	I	OS	
is of the same general character of the uses permitted						

Notes:

1 Duplexes, 3,600 square feet of lot area per dwelling unit is required.

2 Multifamily dwellings; provided, that 2,400 square feet of lot area is provided for each dwelling unit.

3 Multifamily dwellings; provided 1,200 square feet of lot area is provided for each dwelling unit.

4 Permitted within a Public College or University as an Amenity or Service Provided to Students: A stand-alone bank or medical services/clinic is not permitted.

5 One single-family detached dwelling unit per existing legal lot. No residential subdivisions permitted in the open space zone.

(Ord. 6677 § 3, 2018; Ord. 6642 § 11, 2017; Ord. 6434 § 1, 2012.)

18.35.040 Development standards.

Hereafter, no use shall be conducted and no building, structure and appurtenance shall be erected, relocated, remodeled, reconstructed, altered or enlarged unless in compliance with the requirements in Table 18.35.040 (RO, RO-H, P-1, I Zone Development Standards) and in compliance with the provisions of this title, and then only after securing all permits and approvals required hereby. These standards may be modified through either an administrative variance or variance, subject to the procedures of Chapter [18.70](#) ACC.

Table 18.35.040. RO, RO-H, P-1, I, OS Zone Development Standards

Development Feature	Requirement by Zones				
	RO Residential Office	RO-H Residential Office-Hospital	P-1 Public Use	I Institutional	OS Open Space
Minimum lot area	7,200 sf	None	None	6,000 sf	None

Development Feature	Requirement by Zones				
	RO Residential Office	RO-H Residential Office-Hospital	P-1 Public Use	I Institutional	OS Open Space
Minimum lot width, depth	50 ft, 80 ft	None	None	60 ft, 80 ft	None
Maximum lot coverage	55 percent (1)	None	None	35 percent	5 percent
Maximum impervious area	NA	NA	NA	NA	20 percent (7)
Setbacks	<i>Minimum setbacks required for primary structures. See ACC 18.31.070 for exceptions to these requirements.</i>				
Front	20 ft (2)	10 ft	20 ft	20 ft	20 ft
Side – Interior	5 ft	None	5 ft (4)	5 ft	5 ft
Side – Corner	10 ft	10 ft	10 ft	10 ft	10 ft
Rear	25 ft (3)	None	25 ft	25 ft	25 ft
Accessory structure(s)	See note (5) below	NA	NA	See note (5) below	
Height limit	<i>Maximum allowable height of structures. See ACC 18.31.030 (Height limitations – Exceptions) for height limit exceptions.</i>				
Maximum height	35 ft	65 ft	45 ft	45 ft (6)	35 ft
Fences and hedges	See Chapter 18.31 ACC				
Landscaping	See Chapter 18.50 ACC				
Parking	See Chapter 18.52 ACC				
Signs	See Chapter 18.56 ACC				
Lighting	See Chapter 18.55 ACC				
Nonconforming structures, land and uses	See Chapter 18.54 ACC				

Notes:

1 New single-family residential or conversions of single-family residences to commercial uses with additions greater than a total or cumulative area of 200 square feet on the property since the adoption of Ordinance No. [6231](#), then the maximum lot coverage is 35 percent.

2 New single-family residential or conversions of single-family residences to commercial uses with additions of 200 square feet or less, then the front yard setback is 10 feet.

3 New single-family residential or conversions of single-family residences to commercial uses with additions of 200 square feet or less, then the rear yard setback is 15 feet.

4 A 25-foot setback is required when adjacent to a residential zone.

5 Accessory structures shall meet all the required setbacks of the zone with the exception that the rear yard setback may be reduced to five feet; provided, that any structure with a vehicle entrance from a street (public or private) or public alley shall be set back a minimum of 20 feet.

6 Maximum building height for residential dwellings: 30 feet. Accessory buildings to residential dwellings: 16 feet.

7 Maximum impervious area includes all hard surfaces per ACC [13.48.010\(J\)](#).

(Ord. 6677 § 4, 2018; Ord. 6434 § 1, 2012.)

18.35.050 Additional development standards for both the RO and RO-H zones.

A. All uses shall be conducted entirely within an enclosed structure, except noncommercial municipal automobile parking facilities in the RO-H zone.

B. There shall be no outside storage of materials allowed.

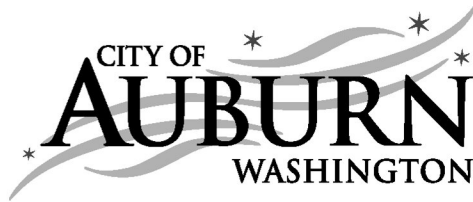
C. Refuse cans, containers or dumpsters shall be screened from the view of adjoining properties.

D. No on-site hazardous substance processing and handling, or hazardous waste treatment and storage facilities, shall be permitted, unless clearly incidental and secondary to a permitted use. On-site hazardous waste treatment and storage facilities shall be subject to the state siting criteria (Chapter [70.105](#) RCW).

E. Any new construction, including additions and alterations, within the RO district shall utilize similar bulk, scale, and architectural and landscape elements of the existing site structure or those of the neighborhood in which the property is located. A site plan and building elevation plans shall be prepared by the applicant which address compliance with the requirements as outlined in this subsection. The plans shall be approved by the planning director or designee prior to the issuance of any building permits.

The planning director and the public works director or designees may deviate from the development standards under ACC [18.35.040](#) up to 10 percent, for example, reduce rear yard setback by one and one-half feet, to address unusual circumstances for conversions of single-family residential uses to nonresidential uses. (Ord. 6434 § 1, 2012.)

Ordinance 6716 Exhibit B



Memorandum

TO: Judi Roland, Chair, Planning Commission
Roger Lee, Vice-Chair, Planning Commission
Planning Commission Members

FROM: Alexandria Teague, Planner II, Department of Community Development

DATE: March 21, 2019

RE: City File No.: ZOA18-0001 – PSERN Zoning Code Amendments

PROPOSAL: The Puget Sound Emergency Radio Network (PSERN) has submitted applications for code amendment and associated environmental review to change the following three zoning code chapters:

- Chapter 18.04 (Definitions),
- Chapter 18.31 (Supplemental Development Standards), and
- Chapter 18.35 (Special Purpose Zones)

The amendments establish a new land use category of “emergency wireless communication facility (EWCF)”, modify the applicable zoning development standards and allow siting of EWCFs in the I, Institutional zoning district.

FINDINGS OF FACT:

Background & Proposal

1. Puget Sound Emergency Radio Network (PSERN) is a public safety wireless communications network intended to replace the current King County (KC) Emergency Radio Communications System, which is 20 years old and is limited in coverage. PSERN, much like the KC Emergency Radio Communications System, will be used by first responders to coordinate activities during emergency incidents, and will be used by all jurisdictions in King County. Due to the increase in population within the region since the current system was initiated, additional radio coverage is needed. The current system is to be replaced in order to provide greater coverage and increase reliability. Replacing the KC Emergency Radio Communication System will involve both upgrading existing WCFs and constructing new WCFs.
2. The new emergency wireless communication facility (EWCF) to be located in Auburn is proposed to enhance E-911 emergency communications by increasing coverage throughout the region. PSERN selected a site based on extensive technical analysis and site selection process. The site elevation, tower height and presence of surrounding obstacles such as tree vegetation are critical factors in site selection. EWCF siting is predicated on radio frequency (RF) engineering which uses line-of-sight (LOS) technology. LOS technology requires an unobstructed path between receivers and transmitters. Obstructions include trees, other structures, and even the landscape (e.g. hills). Therefore, to achieve adequate communication signal coverage a tower and its antennas must be of a higher than surrounding obstructions.

3. The proposed EWCF in short, consists of a self-supporting tower that is 180 feet in height (185' with lightning rod) with four (4) antennas and two (2) microwave dishes on the tower, and an at grade equipment facility including an emergency backup power generator at the base of the tower within a fenced yard.
4. The proposed EWCF is on an 8.38-acre parcel, located west of the intersection of Auburn Way S and 32nd St SE, on Auburn Adventist Academy owned property.
5. The subject parcel is divided by two roadways; of Auburn Way South and 32nd St SE and is currently split zoned as I, Institutional and R-5, Residential 5 dwelling units per acre. The centerline of Auburn Way South defines the location of the split zone boundary (reference map in Attachment Exhibit B). The land use designation of the subject property is also split between "Single Family Residential" and "Institutional". The split land use designation falls along exactly the same lines as the split zoning. The majority of the 8.38 parcel is zoned (and though not shown, is designated) "Institutional". Due to the location and nature of the specific proposal in Auburn and the compatibility of the Institutional zone with the proposed use, the Director of Community Development issued an Administrative Decision, indicating that the entire subject property will be regulated using the Institutional zone's zoning development standards (reference Attachment Exhibit B).
6. The City's existing zoning code requirements, which are primarily oriented to private WCF carriers, does not allow such a facility. Therefore PSERN has applied for zoning code changes to accommodate the proposed facility.
7. The proposed zoning code amendment has been discussed with the Planning Commission previously at two regular meetings. Staff has provided two memorandums and presentations as follows:
 - a. At the January 23, 2019 Planning Commission regular meeting, staff provided the first memorandum and presentation regarding the proposed amendments. This discussion provided an overview of PSERN, its purpose and funding, the definition of a wireless communication facility (WCF), the supplemental siting standards pertaining to WCFs, and finally, examples of other jurisdictions' standards pertaining to Emergency Wireless Communication Facilities (EWCFs).
 - b. At the March 5, 2019 Planning Commission meeting, staff provided the second memorandum and presentation. The purpose of the March 5th discussion was to respond to the Commission's questions of the first meeting and to outline options and seek guidance on code direction for regulating collocation on and the height of EWCFs.

Procedural Steps

8. Pursuant to Revised Code of Washington (RCW) 36.70A the proposed zoning code amendment language was transmitted to the Washington State Department of Commerce requesting an expedited review (consisting of a 14-day period) on December 10, 2019. On January 7, 2019 the City received notice that expedited review had been granted, and that upon receipt of the email the City met the notice to state agency requirements contained in RCW 36.70A.106. The City did not receive any state agency comments.
9. A State Environmental Policy Act (SEPA) non-project environmental checklist was prepared that evaluates the environmental impacts of the proposed code amendments to Auburn City Code (ACC) Chapter 18.04 (Definitions), Chapter 18.31 (Supplemental Development Standards), and Chapter 18.35 (Special Purpose Zones) and to address the physical construction of the EWCF.
10. A combined SEPA determination of non-significance (DNS), Notice of Application (NOA), and Notice of Public Hearing (NOPH) was issued on December 10, 2018. A revised DNS and NOA was reissued on December 19, 2019 to solely cancel the NOPH, which was included in error. The combined DNS and NOA established a 15-day SEPA public comment period which expired at 5:00 PM on December 25, 2018 (December 26, 2018 as December 25th is a federally observed

holiday). The combined public notification provided public comment opportunity under both SEPA (City file no. SEP18-0015) and the zoning amendment (City file no. ZOA18-0001).

11. As of the date of writing of this report, staff has received three public comments the comment letters are included as Attachment Exhibit C. The comments were received from Jeff Watson and Richard Wooding on December 19, 2018, December 21, 2018, and December 26, 2018. Two of the comments were provided by Mr. Watson (on December 19, 2018 and December 21, 2018). The majority of Mr. Watson's comments concerned the City's procedures on issuing a combined notice of application (NOA) and SEPA determination of non-significance (DNS). The City provided written responses to both on December 21, 2018 and January 14, 2019 outlining the City's procedures for issuing a combined NOA and SEPA DNS, and addressing other general inquires of Mr. Watson. Mr. Wooding provided comment (December 26, 2018) that he does not anticipate the project impacting his property.
12. A Notice of Public Hearing was subsequently issued on March 22, 2019. Pursuant to ACC Chapter 18.68 the following methods of noticing for the Planning Commission public hearing were conducted:
 - a. The NOPH was published in the Seattle Times on March 22, 2019.
 - b. The NOPH was posted in three general public locations (City Hall, City Annex, and the City's Public Land Use Notice webpage).

STAFF RECOMMENDATION: Attached for the Planning Commission's consideration is the draft code language (Attachment Exhibit A). Staff recommends the Commission recommend approval of the amendments, as proposed (Attachment Exhibit A), to the City Council.

In summary, the changes to the three zoning code chapters:

- Chapter 18.04 (Definitions),
- Chapter 18.31 (Supplemental Development Standards), and
- Chapter 18.35 (Special Purpose Zones)

Can be summarized as follows:

Item 1. Amend Chapter 18.04 to Establish a New Land Use Category of EWCFs

Chapter 18.04 Auburn City Code (ACC) contains the definition of a wireless communication facility and its related components (e.g. antennas), and provides a breakdown of the different types of WCFs. The purpose of the amendments to Chapter 18.04 is twofold: to define what constitutes an "emergency wireless communication facility" and to create two new "Types" of wireless communication facility intended to implement the new definition.

As provided in the proposed zoning code language included in Attachment Exhibit A – an EWCF will be defined as follows:

K. "Emergency Wireless Communication Facility (EWCF)" means a wireless communications facility for the purpose of an emergency communication system operated by a local public agency responsible for providing emergency services.

Two new types of WCFs, intended to implement the new definition of EWCF, are also proposed:

3. TYPE 3. Type 3 is the erection of new (primary) support structures. There are three separate Type 3 categories described as follows:

- a. 3-A. Monopoles that are 75 feet or less in height.
- b. 3-B. Monopoles that are more than 75 feet in height or lattice towers of any height.
- c. 3-C. Monopoles or lattice towers that meet the definition of an EWCF and are 185 feet or less in structure height.

4. TYPE 4. Type 4 are new antennas erected on existing EWCF (primary) support structures that have previous city approvals. There is one Type 4 category, which is described as follows:

- a. 4-A. Mounting of antennas cannot exceed the following thresholds:¹
 - i. Increase the height of an existing primary support structure by 10 percent, or 20 feet (whichever is less).
 - ii. Add an appurtenance to the body of the tower that would protrude from the outside edge of the tower more than 20 ft.
 - iii. Install more than four ancillary equipment facilities.

¹This section is intended to be interpreted consistent with 47 CFR 1.40001, as amended.

The Type 3-C WCF is a primary support structure (i.e. monopole or lattice tower) that specifically meets the definition of an EWCF and cannot exceed 185 ft. in structure height. A Type 4 WCF includes antennas that are mounted on an existing EWCF; it should be noted that the word “antenna” in this context corresponds to both an “antenna array” meaning one or more rods, panels, discs or similar device, and an “equipment facility” meaning structure used to contain ancillary equipment for a WCF which may include cabinets and shelters. A Type 4 WCF is subject to the thresholds listed above.

Item 2. Amend Chapter 18.31 – Modify the Supplemental Siting Standards for WCFs

Chapter 18.31 ACC contains the supplemental siting standards that normally apply to all WCFs. The supplemental siting standards are intended to guide the location and development of WCF on properties regulated under this title. The purpose of amending Chapter 18.31 is to create an exemption for EWCFs and specify the type of permit required for a Type 3-C and Type 4-A WCF.

Exhibit 1. Required and Exempt Supplement Siting Standards Applicable to EWCFs

Required Standards	Existing Exemptions	Proposed Exemptions
- Co-Location Requirements(B.2) - Fencing and Landscaping - Aesthetics - Lighting - Abandoned Facilities - Noise	Separation between Facilities	- Height (except C.4) - Setbacks - Co-Location (B.1)

As proposed EWCFs will be exempt from the supplemental height, setback, and co-location (B.1) requirement siting standards. A couple of items to note regarding the above exemptions:

- Height: While EWCF will be exempt from supplemental height siting standard contained in Chapter 18.31, by definition (contained in Chapter 18.04) an EWCF cannot exceed 185 ft. in

structure height. The height exemption excludes C(4) which is the requirement that an applicant provide evidence that the Federal Aviation Administration (FAA) has approved the location of the (primary) support structure.

- Co-location (B.1): Currently WCFs are required to execute and provide evidence of a nonexclusive lease with the carrier that allows other carriers to place antennas on the (primary) support structure. The purpose of the co-location exemption is to remove the requirement that an EWCF must execute a nonexclusive lease and allow other carriers to locate on their support structure.

Exhibit 2. Types of Permit Required for EWCFs

Zone	Permitted Outright	Administrative Use Permit	Conditional Use Permit
Institutional Zone	3-C	4-A	N/A

As shown in Exhibit 2, the siting of a Type 3-C WCF (aka EWCF noted in item 1) will be permitted outright in the Institutional zoning district. The collocating of a Type 4-A WCF (also defined in Item 1), on an Type 3-C WCF will be required to secure an administrative use permit (ADM) prior to the placement the Type 4-A WCF. The ADM process will provide the City the opportunity to review for potential impacts and establish conditions mitigating impacts of the use and to assure compatibility with other uses in the zone. It will allow the City the opportunity to solicit and consider public comments on each collocation proposal.

Item 3. Amend Chapter 18.35 - Add EWCFs as an Allowed Use in the Institutional Zone

Each zoning district features a table of allowed uses that establishes whether a specific use is allowed in a zone and whether that use is allowed as a permitted, administrative, or conditional use. The table of allowed uses also indicates which uses are prohibited. Chapter 18.35 ACC contains the table of allowed uses for the “Special Purpose Zones”. The Institutional zoning district is considered a “Special Purpose Zone” and its table of allowed uses is included within this chapter. Therefore, the purpose of amending Chapter 18.31 is to add EWCFs as an allowed use within the Institutional zoning district.

Exhibit 3. Summary of Allowed and Prohibited Uses within the Institutional Zone

Allowed	Prohibited
<u>Permitted</u> • Government facilities, this excludes offices and related uses that are permitted outright • Municipal parks and playgrounds • Campgrounds • Recreational vehicle parks, private • Commercial recreation facility – Indoor • Library, museum • Meeting facility, public or private • Private school – specialized education/training (for profit) • Public schools (K-12) and related facilities • Religious institutions, lot size less than one acre • Religious institutions, lot size more than one acre • Home occupation • Nursing home, assisted living facility • Daycare, including mini daycare, daycare center, preschools or nursery schools • Home-based daycare • Other uses may be permitted by the planning director or designee if the use is determined to be consistent with the intent of the zone and is of the same general character of the uses permitted • <u>Emergency Wireless Communication Facilities (EWCF) – subject to the standards for specific land use contained in ACC 18.04.912, 18.31.100</u> <u>Administrative</u> • Cemetery, public • Cemetery, private • College, university, public • Commercial recreation facility – Outdoor • Conference/convention facility • Duplex • Live/work, work/live unit • Multiple-family dwellings, stand-alone • Senior housing • Restaurant, cafe, coffee shop, excluding drive-through facilities • Professional offices	• Marijuana processor • Marijuana producer • Marijuana researcher • Marijuana retailer • Marijuana transporter business • Animal shelter, public • Studio – Art, dance, martial arts, music, etc. • Marijuana cooperative • Multiple-family dwellings, stand-alone • One detached single-family dwelling • Banking and related financial institutions, excluding drive-through facilities (4) • Medical services – Clinic or urgent care (4) • Mortuary, funeral home, crematorium • Personal service shops • Pharmacies • Utility facilities, substations, utility transmission or distribution line

(4) Permitted within a public college or university as an amenity or service provided to students. A stand-alone bank or medical services/clinic is not permitted.

ATTACHMENTS:

Exhibit A – Proposed PSERN EWCF Code Amendment

Exhibit B – PSERN Administrative Decision

Exhibit C – Received Public Comments

ATTACHMENT Exhibit A – Proposed PSERN Code Amendment

18.04.912 Wireless communications.

“Wireless communications” means the provision of any personal wireless service, as defined in the Telecommunications Act of 1996, and for the purposes of this title includes the following terms:

A. “Antenna” means a device used in wireless communications which transmits and/or receives radio signals. Antennas include the following types:

1. Accessory: Antennas including, but not limited to, test mobile antennas and Global Positioning System (GPS) antennas which are less than 12 inches in height or width and do not directly provide personal wireless communication.
2. Directional or panel: An antenna or array of antennas designed to transmit a radio signal in a particular direction typically encompassing an arc of 120 degrees. Panel antennas, also called directional antennas, are typically flat, rectangular devices approximately six square feet in size.
3. Dish or parabolic: A bowl-shaped device for the reception and/or transmission of radio frequency communications signals in a specific directional pattern.
4. Whip, rod or omni-directional antenna: An antenna, tubular in shape, that transmits and receives signals throughout a 360-degree range.
5. Other: All other transmitting or receiving equipment not specifically described herein shall be regulated in conformity with the type of antenna defined herein which most closely resembles such equipment.

B. “Antenna array” means one or more rods, panels, discs or similar devices attached to a support structure used for the transmission or reception of radio frequency signals.

C. “Attached wireless communications facility (WCF)” means an antenna array which is attached to an existing building or structure.

D. “Carrier” means a company providing wireless communication services, also referred to as a provider.

E. “Co-location” means the use of a common WCF or site by two or more wireless license holders, or by one wireless license holder for more than one type of communications technology.

F. “Equipment facility” means a structure used to contain ancillary equipment for a WCF which may include cabinets, shelters, an addition to an existing structure, pedestals and other similar structures.

G. "Microcells" are typically located in and exclusively benefit residential neighborhoods. Microcells consist of an antenna that is either: (1) a dish or parabolic antenna that is no more than four feet in height and with an area of not more than 580 square inches; or (2) a tubular antenna that is no more than four inches in diameter and no more than six feet in height; or (3) one or more panel antenna that is no more than six feet in height, and its width or depth is no more than six inches and the aggregate area of such panel antenna(s) would not exceed 580 square inches that would be visible from any one viewpoint; or (4) similar antennas that are of comparable size and shape.

H. "Separation" means minimum distance required between primary support structures.

I. "Support structure" means the structure to which the antenna and other necessary associated hardware are attached. Support structures include but are not limited to the following:

1. Lattice tower: A structure of varying height that consists of a network of crossed metal braces forming a tower which is usually triangular or square in cross section. To be considered a primary support structure.
2. Monopole: A structure of varying height consisting of a single spire sunk into the ground and/or attached to a foundation. To be considered a primary support structure.
3. Other structures: This may include existing buildings, water towers, athletic field light poles, or other similar structures. To be considered a secondary support structure.

J. "Wireless communications facility (WCF)" means any non-staffed facility for the transmission and/or reception of wireless telecommunications services, typically consisting of an antenna array, an equipment facility and/or a support structure.

K. "Emergency Wireless Communication Facility (EWCF):" means a wireless communications facility for the purpose of an emergency communication system operated by a local public agency responsible for providing emergency services.

L. For the purposes of determining in which zones wireless communications facilities are to be permitted, they will be classified pursuant to the following types. Refer to the table in ACC 18.31.100(K) to determine which zones allow for the following types of facilities:

1. TYPE 1. Type 1 are new antennas erected on existing buildings or nonresidential structures.

– There are four separate Type 1 categories described as follows:

- a. 1-A. The combined height of the antenna together with the height of the existing building cannot be 25 percent greater than the existing building or exceed the height limitation of the zone in which the building is located.

- b. 1-B. The combined height of the antenna together with the height of the existing building cannot be 50 percent greater than the existing building or exceed the height limitation of the zone in which the building is located.
- c. 1-C. The combined height of the antenna together with the height of the existing building is 50 percent greater than the existing building or exceeds the height limitation of the zone in which the building is located. The height limitation of the zone can only be exceeded by 25 percent.
- d. 1-D. Antenna located on existing water towers, athletic field light poles, or similar public utility infrastructure not located within public street right-of-way. The height limitation of the WCF will be 10 percent of the existing structure height, but may be increased to a maximum of 20 percent with an administrative use permit and may be increased to a maximum of 30 percent with a conditional use permit. The height limitation of the zone may be exceeded relative to the above provisions allowed for a 1-D facility.

2. TYPE 2. Type 2 are new antennas erected on existing (primary) support structures that have previous city approvals. There are two separate Type 2 categories described as follows:

- a. 2-A. Must meet height requirements of previous approval and is limited to 50 percent total (cumulative) expansion of equipment area.
- b. 2-B. Has greater height requirements than previous approval and allows for more than a 50 percent expansion of the equipment area.

3. TYPE 3. Type 3 is the erection of new (primary) support structures. There are ~~two~~ three separate Type 3 categories described as follows:

- a. 3-A. Monopoles that are 75 feet or less in height.
- b. 3-B. Monopoles that are more than 75 feet in height or lattice towers of any height.
- c. 3-C. Monopoles or lattice towers that meet the definition of an EWCF and are 185 feet or less in structure height.

4. TYPE 4. Type 4 are new antennas erected on existing EWCF (primary) support structures that have previous city approvals. There is one Type 4 category, which is described as follows:

- a. 4-A. Mounting of antennas cannot exceed the following thresholds:¹
 - i. Increase the height of an existing primary support structure by 10 percent, or 20 feet (whichever is less).

- ii. Add an appurtenance to the body of the tower that would protrude from the outside edge of the tower more than 20 ft.
- iii. Install more than four ancillary equipment facilities.

¹ This section is intended to be interpreted consistent with 47 CFR 1.40001, as amended.

18.31.100 Wireless communications facilities siting standards.

The following siting standards are intended to guide the location and development of wireless communications facilities (WCF as defined by ACC [18.04.912](#) but not including microcells) on properties regulated under this title. The siting of microcells shall be in accordance with siting of microcells found in ACC [18.31.110](#).

A. Separation between Facilities.

1. New, Freestanding Primary Support Structures.
 - a. The minimum separation, i.e., distance, between a proposed monopole (that is 75 feet or less in height) and any other existing primary support structure, of any height, shall be the height of the proposed monopole, including antenna, multiplied by a factor of 10.
 - b. The minimum separation, i.e., distance, between a proposed monopole (that is more than 75 feet in height, or lattice towers of any height) and any other existing primary support structure, of any height, shall be the height of the proposed monopole, including antenna, multiplied by a factor of 20.
2. The distance between primary support structures shall be measured by following a straight line, without regard to intervening buildings, from the base of one support structure to the base of the other support structure(s).
3. A primary support structure would be considered "existing" if a conditional use permit or administrative use permit has been issued and is still valid for sites which have not been built upon.

B. Co-Location Requirements.

1. For monopoles that are more than 75 feet in height and lattice towers of any height (Type 3-B facilities), the owner of the property shall execute and provide evidence of a nonexclusive lease with the carrier that allows for other carriers to place antennas on the structure.
2. Any application for a Type 3-B or 3-C facility shall include technical justification that an existing Type 3-B or 3-C facility with a nonexclusive lease could not be used instead of constructing a new tower.

C. *Height.*

1. Unless otherwise provided for, the height of any primary support structure and/or antenna shall not exceed the height limitations of the zone.
2. The maximum height of any primary support structure shall not exceed 120 feet.
3. There shall be no variances allowed to the height limitations.
4. The carrier shall provide evidence that the Federal Aviation Administration (FAA) has approved the location of a primary support structure relative to the Auburn Municipal Airport.
5. Unless otherwise restricted by this section, building – or structure-mounted antennas may extend a maximum of 15 feet above the maximum height permitted for structures within the zone.
6. Antennas that are mounted on structures that do not otherwise have a height restriction may be allowed to increase the overall height of the structure by no more than 10 percent of the height of the structure unless additional approvals are obtained.

D. *Setbacks.*

1. All equipment shelters, cabinets, support structures or other above-ground facilities shall meet the setback requirements of the zone in which located except as follows. All equipment shelters, cabinets, or other above-ground facilities used to support primary support structures shall be set back the same distance required of the primary support structure. All equipment shelters, cabinets, or other above-ground facilities within a nonresidential zone shall be set back a minimum of 50 feet from any adjacent R zone.
2. The minimum distance from any primary support structure, of any height, to any residentially zoned parcel of property shall be a distance equal to the overall height of the primary support structure (including antennas) multiplied by a factor of two.
3. Where possible, roof-mounted antennas and equipment shelters and/or cabinets are to be placed towards the center of the building, or away from public views. Equipment shelters and/or cabinets shall be screened by a parapet or similar architectural feature.

E. *Fencing and Landscaping.*

1. *Fencing.* Fencing is required to enclose all above-ground support equipment that is associated with primary support structures. Fencing will be 100 percent sight-obscuring, as defined in ACC [18.31.020\(C\)\(2\)](#), if visible from a public right-of-way or less intense zone. Equipment shelters and/or cabinets shall be enclosed by fencing a minimum of six feet in height. Fencing shall meet the sight distance requirements of the city design and construction standards.

2. *Landscaping.*

- a. Where above-ground support equipment is visible from a public right-of-way, a minimum width of five feet of Type II landscaping as defined in ACC [18.50.040](#) will be provided on the exterior of the enclosing fence in order to effectively screen the equipment from the public right-of-way. Landscaping shall meet the sight distance requirements of the city design and construction standards.
- b. Where facilities are visible from adjacent residential uses, a minimum width of five feet of Type I landscaping as defined in ACC [18.50.040](#) will be provided on the exterior of the enclosing fence in order to effectively screen the equipment from the adjacent residential uses.
- c. Existing on-site vegetation may be used to meet the landscape requirements if approved by the planning director.

F. *Aesthetics.*

1. In order to minimize any potential, negative aesthetic impacts from new primary support structures including protecting views to and from residential neighborhoods, mitigation may be required to blend the facilities in with the adjacent development or environs. Typical solutions for the support structure might include: an extension of the building, a component of a sign structure, disguising the facility as a tree, planting of tall trees, moving the location of the facility, painting or texturing the facility, etc.
2. Building – or roof-mounted antennas will be painted or textured to blend with the adjacent surfaces.
3. No lettering, symbols, images or trademarks large enough to be legible to occupants of vehicular traffic on any adjacent street shall be placed on or affixed to any part of the WCF, unless required by the FCC or FAA.
4. Except as specifically required by the FAA (but must be approved by the city), freestanding primary support structures shall be painted a color that best allows them to blend into the surroundings. The use of grays, blues and greens might be appropriate; however, each application shall be evaluated individually.

G. *Lighting.*

1. Freestanding support structures shall not be artificially lighted, unless required by the FAA or other applicable authority. Any proposed lighting shall be submitted at the time of the initial application. Any lighting must be reviewed and approved by the city.

2. Security lighting used to light the equipment facility shall be directed downward, shielded and kept within the boundaries of the site.

H. *Abandoned Facilities.*

1. Any WCF which is not utilized for a period of nine months or more will be considered abandoned.
2. Any WCF which falls into a state of disrepair as determined by the planning director will be considered abandoned.
3. Any WCF considered to be abandoned must be removed completely within 90 days from the date of notification by the city's code enforcement personnel. The code enforcement personnel may extend the 90-day period should a valid application for use of the facility be submitted to the city.

I. *Noise.* For the purposes of this section, WCF will be considered a Class B, commercial, noise source pursuant to WAC [173-60-040](#).

J. *Supplemental Information Required for Applications.* In addition to the information that is otherwise required for an application for a permit for a WCF, the following is also required:

1. For a new primary support structure and related equipment, the applicant shall provide the carrier's master network plan for the city showing the carrier's existing WCF locations and narrative explaining the potential WCF locations over the next year, if known. The applicant shall also provide technical justification supporting the need for the height of the primary support structure and why a shorter support structure could not be utilized. Any application for a Type 3-B facility shall provide technical justification as to why a Type 3-A facility could not be utilized instead to adequately serve the Auburn community.
2. Narrative description of the facility including whether there is capacity on the proposed structure for more antennas, methods for minimizing visual impacts of the facilities, etc.
3. A color swatch for the proposed primary support structure.
4. Photographs or similar illustrations that show a reasonable likeness of the proposed facility including the antenna arrays and above-ground support equipment.

K. *Zones in Which WCF Are Permitted.* The following table illustrates which zones the types of facilities as defined by ACC [18.04.912\(J\)](#) and [18.04.912\(K\)](#) are allowed in and which permits are required. Microcells, as defined by ACC [18.04.912\(G\)](#), are allowed only in residential zones and shall be permitted outright pursuant to the provisions of ACC [18.04.912\(G\)](#).

Zone	Type of Permit Required		
	Permitted Outright	Administrative Use Permit	Conditional Use Permit
All Zones	1-D	1-D ¹	1-D ²
RO-H	1-A	1-B	1-C
C-N	1-A	1-B	1-C
C-1	1-A	1-B	1-C
C-2, DUC	1-A	1-B	1-C
C-3	1-B, 2-A	1-C, 2-B, 3-A	3-B
M-1, EP	1-B, 2-A	1-C, 2-B, 3-A	3-B
M-2	1-B, 2-A	1-C, 2-B, 3-A	3-B
P-1	1-B, 2-A	1-C, 2-B	3-A ³
I	1-A <u>3-C</u>	1-B <u>4-A</u>	1-C
LF	1-A	1-B	1-C

¹ Allowance for the WCF to extend to a height of 20 percent of the supporting structure.

² Allowance for the WCF to extend to a height of 30 percent of the supporting structure.

³ The maximum height allowed, including antennas, is 45 feet.

L. Exemptions.

1. Unless otherwise provided for, the following are exempt from the provisions of this section:

a. Microcells as defined by ACC 18.04.912(G).

b. *Mobile Testing Facilities/Equipment Used to Test Network Limitations*. The facilities/equipment shall not be at any one location for more than 14 days and shall otherwise meet the requirements of any other ordinance, regulation or code provision.

2. EWCFs are ~~The following is exempt from the provisions of subsections A₂ of this section, Separation between Facilities, B(1) Co-Location Requirements, C. Height (except C(4)), and D. Setbacks, of this section:~~

a. ~~Emergency communication systems operated by a local public agency responsible for providing emergency services~~ wireless communication facility (WCF).

Chapter 18.35 SPECIAL PURPOSE ZONES

Sections:

- 18.35.010 Purpose.**
- 18.35.020 Intent of special purpose zones.**
- 18.35.030 Uses.**
- 18.35.040 Development standards.**
- 18.35.050 Additional development standards for both the RO and R-OH zones.**

18.35.010 Purpose.

This chapter lists the land uses that may be allowed within the residential office, residential office-hospital, institutional, and public use zones established by ACC [18.02.070](#) (Establishment of zones), determines the type of land use approval required for each use, and provides basic standards for site layout and building size. (Ord. 6434 § 1, 2012.)

18.35.020 Intent of special purpose zones.

A. *General.* This section describes the intent for each of the city's special purpose zones. These intent statements may be used to guide the interpretation of the regulations associated with each zone.

B. RO and RO-H Residential Office and Residential Office-Hospital Zone. The RO and RO-H are intended primarily to accommodate small-scale business and professional offices, medical and dental clinics, and banks and similar financial institutions at locations where they are compatible with residential uses. Some retail and personal services may be permitted if supplemental to the other uses allowed in the zone. This zone is intended for those areas that are in transition from residential to commercial uses along arterials or near the hospital. Conversion of residential uses to commercial uses is geared towards encouraging adaptive re-use of existing single-family structures that continue to appear in accord with the single-family residential character. The RO-H designation is to be used exclusively for the hospital area, located in the vicinity of 2nd Street NE and Auburn Avenue, and is intended to be used for medical and related uses and those uses compatible with the medical community.

C. P-1 Public Use Zone. The P-1 zone is intended to provide for the appropriate location and development of public uses that serve the cultural, educational, recreational, and public service needs of the community.

D. *I Institutional Zone*. The I zone is intended to provide an area wherein educational, governmental, theological, recreational, cultural and other public and quasi-public uses may be allowed to develop. It is further intended these areas be significant in scope which will allow a combination of uses which may not be permitted outright within other zones. This district is not intended to include those smaller or singular public uses which are consistent with and permitted in other zones.

E. *OS Open Space Zone*. The OS zone is intended to provide for land uses that tend to be managed in a largely undeveloped character, including passive parks, watersheds, natural and urban conservancy shoreline areas, significant wildlife habitats, large stormwater detention ponds or floodplain ponds, utility corridors with public access, and areas with significant development restrictions. Park lands included in the open space zone tend to be predominately passive in character and with relatively fewer developed facilities than parks included in the institutional zone. Private sites containing critical areas or shorelines may be included. (Ord. 6677 § 2, 2018; Ord. 6434 § 1, 2012.)

18.35.030 Uses.

A. *General Permit Requirements*. Table 18.35.030 identifies the uses of land allowed in each special purpose zone and the planning permit required to establish each use.

B. *Requirements for Certain Specific Land Uses*. Where the last column in Table 18.35.030 ("Standards for Specific Land Uses") includes a section number, the referenced section determines other requirements and standards applicable to the use regardless of whether it is permitted outright or requires an administrative or conditional use permit.

Table 18.35.030. Permitted, Administrative, Conditional and Prohibited Uses by Zone

Permitted, Administrative, Conditional and Prohibited Uses by Zone						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designations					Standards for Specific Land Uses
	RO	RO-H	P-1	I	OS	
MARIJUANA RELATED BUSINESSES						
Marijuana processor	X	X	X	X	X	
Marijuana producer	X	X	X	X	X	
Marijuana researcher	X	X	X	X	X	

Permitted, Administrative, Conditional and Prohibited Uses by Zone						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designations					Standards for Specific Land Uses
	RO	RO-H	P-1	I	OS	
Marijuana retailer	X	X	X	X	X	
Marijuana transporter business	X	X	X	X	X	
PUBLIC						
Animal shelter, public	X	X	P	X	X	
Government facilities, this excludes offices and related uses that are permitted outright	A	A	P	P	C	
Municipal parks and playgrounds	P	P	P	P	P	
RECREATION, EDUCATION AND PUBLIC ASSEMBLY						
Campgrounds	X	X	X	P	P	
Recreational vehicle parks, private	X	X	X	P	X	
Cemetery, public	X	X	P	A	X	
Cemetery, private	X	X	X	A	X	
College, university, public	X	X	A	A	X	
Commercial recreation facility – Indoor	X	X	X	P	X	
Commercial recreation facility – Outdoor	X	X	X	A	C	ACC 18.57.025(A)
Conference/convention facility	X	X	X	A	X	
Library, museum	X	X	P	P	A	
Meeting facility, public or private	A	A	P	P	A	
Private school – specialized education/training (for profit)	P	P	X	P	X	

Permitted, Administrative, Conditional and Prohibited Uses by Zone						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designations					Standards for Specific Land Uses
	RO	RO-H	P-1	I	OS	
Public schools (K-12) and related facilities	X	X	P	P	X	
Religious institutions, lot size less than one acre	A	P	X	P	X	
Religious institutions, lot size more than one acre	C	A	X	P	X	
Studio – Art, dance, martial arts, music, etc.	P	X	X	X	X	
RESIDENTIAL						
Duplex	P ¹	X	X	A	X	
Home occupation	P	P	X	P	P	Chapter 18.60 ACC
Live/work, work/live unit	A	P	X	A	X	
Marijuana cooperative	X	X	X	X	X	
Multiple-family dwellings, stand-alone	P ²	A ³	X	A	X	
One detached single-family dwelling	P	X	X	X	P ⁵	
Nursing home, assisted living facility	A	A	X	P	X	
Senior housing	A	A	X	A	X	
RETAIL						
Restaurant, cafe, coffee shop, excluding drive-through facilities	A	A	P	A	X	
SERVICES						
Banking and related financial institutions, excluding drive-through facilities ⁴	P	P	X	X	X	

Permitted, Administrative, Conditional and Prohibited Uses by Zone						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designations					Standards for Specific Land Uses
	RO	RO-H	P-1	I	OS	
Daycare, including mini daycare, daycare center, preschools or nursery schools	A	P	X	P	A	
Home-based daycare	P	P	X	P	P	
Medical services – Clinic or urgent care ⁴	P	P	X	X	X	
Mortuary, funeral home, crematorium	X	P	X	X	X	
Professional offices	P	P	X	A	A	
Personal service shops	P	P	X	X	X	
Pharmacies	X	P	X	X	X	
TRANSPORTATION, COMMUNICATIONS AND INFRASTRUCTURE						
Utility facilities, substations, utility transmission or distribution line	X	X	X	X	A	See ACC 18.02.040(E)
<u>Emergency wireless community facility (EWCF)</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>P</u>	<u>X</u>	See ACC 18.04.912 and 18.31.100
OTHER USES THAT ARE NOT LISTED						
Other uses may be permitted by the planning director or designee if the use is determined to be consistent with the intent of the zone and is of the same general character of the uses permitted	P	P	P	P	P	

Notes:

1 Duplexes, 3,600 square feet of lot area per dwelling unit is required.

2 Multifamily dwellings; provided, that 2,400 square feet of lot area is provided for each dwelling unit.

3 Multifamily dwellings; provided 1,200 square feet of lot area is provided for each dwelling unit.

4 **Permitted within a Public College or University as an Amenity or Service Provided to Students:** A stand-alone bank or medical services/clinic is not permitted.

5 One single-family detached dwelling unit per existing legal lot. No residential subdivisions permitted in the open space zone.

(Ord. 6677 § 3, 2018; Ord. 6642 § 11, 2017; Ord. 6434 § 1, 2012.)

18.35.040 Development standards.

Hereafter, no use shall be conducted and no building, structure and appurtenance shall be erected, relocated, remodeled, reconstructed, altered or enlarged unless in compliance with the requirements in Table 18.35.040 (RO, RO-H, P-1, I Zone Development Standards) and in compliance with the provisions of this title, and then only after securing all permits and approvals required hereby. These standards may be modified through either an administrative variance or variance, subject to the procedures of Chapter [18.70](#) ACC.

Table 18.35.040. RO, RO-H, P-1, I, OS Zone Development Standards

Development Feature	Requirement by Zones				
	RO Residential Office	RO-H Residential Office-Hospital	P-1 Public Use	I Institutional	OS Open Space
Minimum lot area	7,200 sf	None	None	6,000 sf	None
Minimum lot width, depth	50 ft, 80 ft	None	None	60 ft, 80 ft	None
Maximum lot coverage	55 percent (1)	None	None	35 percent	5 percent
Maximum impervious area	NA	NA	NA	NA	20 percent (7)
Setbacks	<i>Minimum setbacks required for primary structures. See ACC 18.31.070 for exceptions to these requirements.</i>				
Front	20 ft (2)	10 ft	20 ft	20 ft	20 ft
Side – Interior	5 ft	None	5 ft (4)	5 ft	5 ft
Side – Corner	10 ft	10 ft	10 ft	10 ft	10 ft
Rear	25 ft (3)	None	25 ft	25 ft	25 ft
Accessory structure(s)	See note (5)	NA	NA	See note (5)	

Development Feature	Requirement by Zones				
	RO Residential Office	RO-H Residential Office-Hospital	P-1 Public Use	I Institutional	OS Open Space
	below			below	
Height limit	<i>Maximum allowable height of structures. See ACC 18.31.030 (Height limitations – Exceptions) for height limit exceptions.</i>				
Maximum height	35 ft	65 ft	45 ft	45 ft (6)	35 ft
Fences and hedges	See Chapter 18.31 ACC				
Landscaping	See Chapter 18.50 ACC				
Parking	See Chapter 18.52 ACC				
Signs	See Chapter 18.56 ACC				
Lighting	See Chapter 18.55 ACC				
Nonconforming structures, land and uses	See Chapter 18.54 ACC				

Notes:

1 New single-family residential or conversions of single-family residences to commercial uses with additions greater than a total or cumulative area of 200 square feet on the property since the adoption of Ordinance No. [6231](#), then the maximum lot coverage is 35 percent.

2 New single-family residential or conversions of single-family residences to commercial uses with additions of 200 square feet or less, then the front yard setback is 10 feet.

3 New single-family residential or conversions of single-family residences to commercial uses with additions of 200 square feet or less, then the rear yard setback is 15 feet.

4 A 25-foot setback is required when adjacent to a residential zone.

5 Accessory structures shall meet all the required setbacks of the zone with the exception that the rear yard setback may be reduced to five feet; provided, that any structure with a vehicle entrance from a street (public or private) or public alley shall be set back a minimum of 20 feet.

6 Maximum building height for residential dwellings: 30 feet. Accessory buildings to residential dwellings: 16 feet.

7 Maximum impervious area includes all hard surfaces per ACC [13.48.010\(J\)](#).

(Ord. 6677 § 4, 2018; Ord. 6434 § 1, 2012.)

18.35.050 Additional development standards for both the RO and RO-H zones.

- A. All uses shall be conducted entirely within an enclosed structure, except noncommercial municipal automobile parking facilities in the RO-H zone.
- B. There shall be no outside storage of materials allowed.
- C. Refuse cans, containers or dumpsters shall be screened from the view of adjoining properties.
- D. No on-site hazardous substance processing and handling, or hazardous waste treatment and storage facilities, shall be permitted, unless clearly incidental and secondary to a permitted use. On-site hazardous waste treatment and storage facilities shall be subject to the state siting criteria (Chapter [70.105](#) RCW).
- E. Any new construction, including additions and alterations, within the RO district shall utilize similar bulk, scale, and architectural and landscape elements of the existing site structure or those of the neighborhood in which the property is located. A site plan and building elevation plans shall be prepared by the applicant which address compliance with the requirements as outlined in this subsection. The plans shall be approved by the planning director or designee prior to the issuance of any building permits.

The planning director and the public works director or designees may deviate from the development standards under ACC [18.35.040](#) up to 10 percent, for example, reduce rear yard setback by one and one-half feet, to address unusual circumstances for conversions of single-family residential uses to nonresidential uses. (Ord. 6434 § 1, 2012.)

December 5, 2018

LDC, Inc.

Attn: Richard Cardoza

1851 Central Pl. South, Suite 101

Kent, WA 98030

RE: Split Zoned Property at King County Assessor's Parcel Number 2721059012

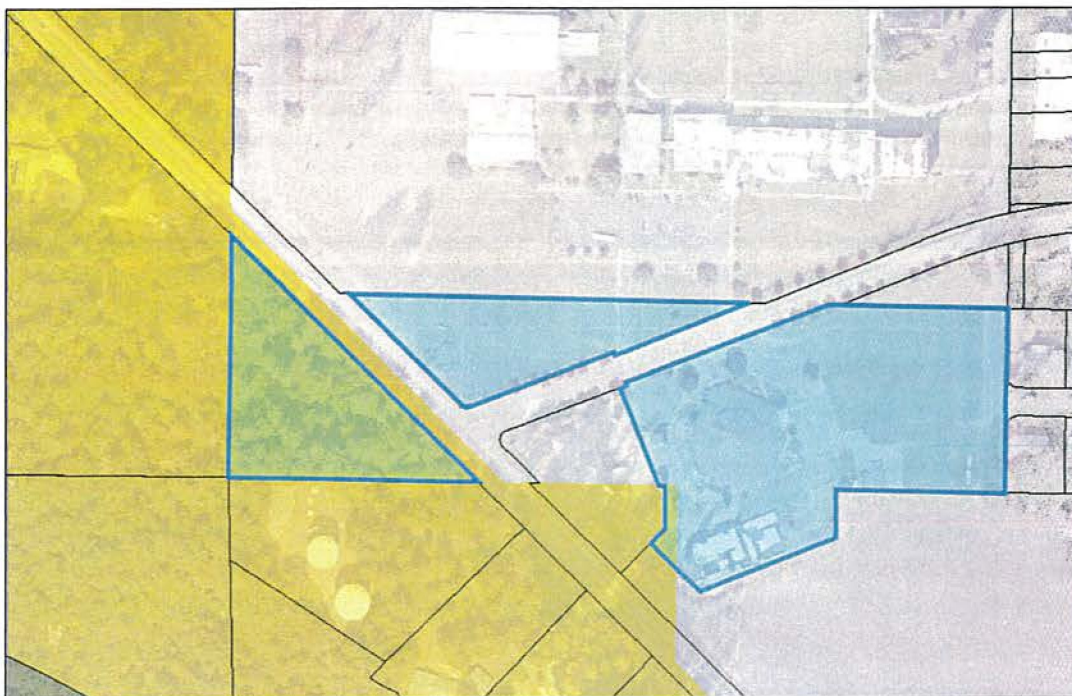
Mr. Cardoza,

The purpose of this letter is to provide an administrative decision regarding the zoning standards that will apply to parcel 2721059012 as a result of PSERN's request to locate a radio communications tower at this location.

Summary of Existing Conditions

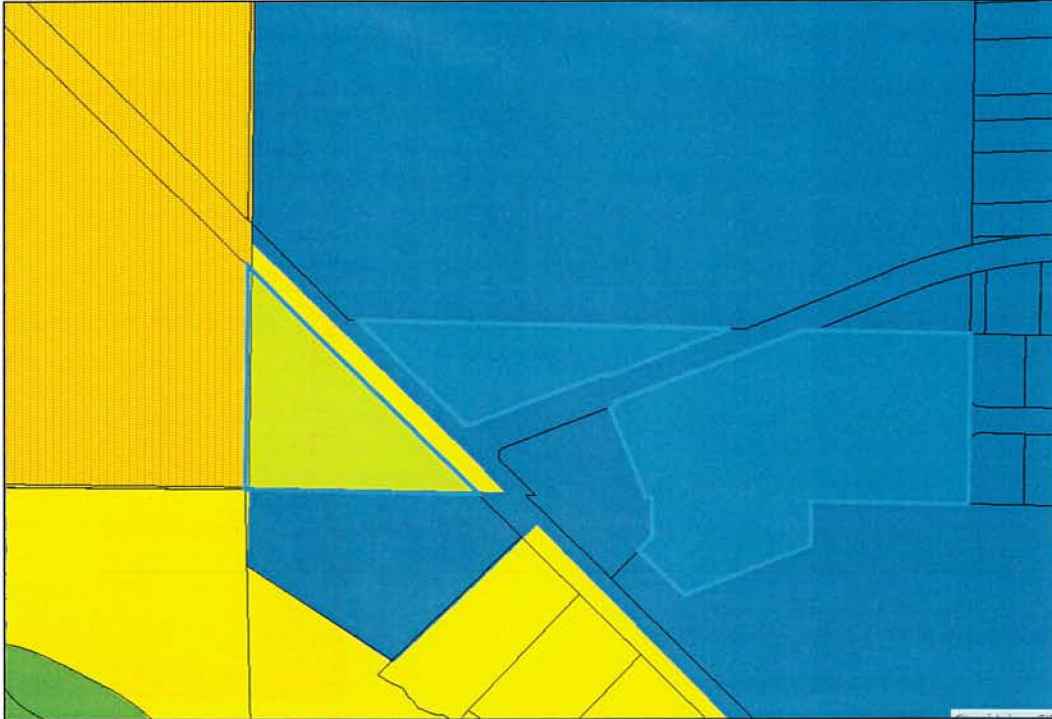
King County Parcel #2721059012 is an 8.38 acre parcel that is owned by the Western Washington Conference of Adventists and that is bisected by Auburn Way South. There are approximately 1.95 acres of land on the west side of Auburn Way South and 6.43 acres to the east. The 1.95 acres to the west is triangular in shape and is bound by Auburn Way South to the east, a single property to the south that is owned by the City of Auburn and occupied with city water reservoirs, and a single property to the west that is owned by the Muckleshoot Indian Tribe.

Parcel 2721059012 is currently split zoned as Institutional (6.43 acres) and Residential R-5 (1.95 acres). The parcel The centerline of Auburn Way South defines the location of the split zone boundary. To the west of Auburn Way South the property is zoned R-5; to the east it is zoned Institutional.



City of Auburn Zoning Map

Additionally, the City of Auburn Comprehensive Plan map identifies this property as having a split land use designation. To the west of Auburn Way South the property has a Single Family designation and to the east it is designated as Institutional.



Comprehensive Plan Map Designations

As depicted in the Comprehensive Plan map designation figure above, the property to the south of the triangular 1.95 acre portion of parcel 2721059012 is designated as Institutional. The property to the west has a designation of Single Family with a Residential Transition Overlay.

Summary of Request and Overview of City Code

The Puget Sound Emergency Radio Network (PSERN) is the regional agency responsible for developing and maintaining radio communications systems that serve the community during emergency incidents and events. PSERN seeks to construct a radio communication tower on the 1.95 acre portion of parcel 2721059012.

ACC 18.02.060 establishes the rules for administrative interpretations which vests this authority and responsibility with the Planning Director. Life, safety and public health regulations are presumed to prevail over all other regulations.

ACC 18.35.020.D describes the Institutional Zone as a zone that “is intended to provide an area wherein educational, governmental, theological, recreational, cultural and other public and quasi-public uses may be allowed to develop.” The code further states that the zone “be significant in scope which will allow a combination of uses which may not be permitted outright within other zones.”

By definition, the tower is consistent with the intent of the Institutional zone that is located on the 6.43 acre portion of this property east of Auburn Way South. Additionally, the tower is consistent with the

Comprehensive Plan Institutional land use designation assigned to the 6.43 acres to the east of Auburn Way South and the adjacent city owned property to the south of the subject site.

ACC 18.02.040.E states that Title 18 "is in not intended to regulate the erection, construction, or reconstruction of public streets, power poles, street lights, utility facilities, utility conveyance or storage systems, transmission lines, or other public uses necessary to support the general public welfare, carried on by the city, or agents of the city working under the appropriate contract or franchise." PSERN is operating under an Interlocal Agreement with the City of Auburn dated August 27, 2015 to provide a public use necessary to support the general public welfare.

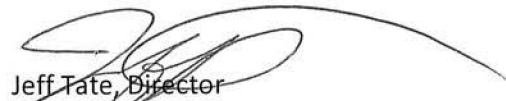
Decision

For the purposes of accommodating a proposed PSERN radio communication tower that will enhance radio communication capabilities during local or regional emergency incidents and events, the 1.95 acre triangular portion of parcel number 2721059012 will be regulated using Institutional zoning standards for the specific purpose of accommodating a PSERN radio communication tower. The basis for this decision is as follows:

1. The PSERN tower is a facility that provides public benefit by enhancing emergency services and radio communication capabilities. Through Interlocal Agreement, PSERN is operating as an agent of the City.
2. The majority of the subject parcel is already treated as Institutional on both the City Comprehensive Plan maps and the City Zoning maps.
3. The adjacent city owned property to the south is zoned Institutional and is already developed with an institutional use (city water reservoir).
4. The adjacent Muckleshoot Indian Tribe property to the west is zoned R-5 along with a Comprehensive Plan map designation of Single Family Residential and Residential Transition Overlay. This property is developed with multiple single family residences, the closest of which is approximately 425 feet from the subject property line. The 425+ feet of area between the existing single family residence and property line is heavily forested.

If you have any questions regarding this decision, please do not hesitate to contact me at jtate@auburnw.gov or by phone at 253-804-5036.

Sincerely,


Jeff Tate, Director
Department of Community Development

cc: Alexandria Teague, Planner II

**PSERN – Zoning Code Amendment
Emergency Wireless Communication Facility
ZOA18-0001
EXHIBIT C – PUBLIC COMMENTS**

From: [Alexandria Teague](#)
To: ["Jeffrey.Watson@muckleshoot.nsn.us"](mailto:Jeffrey.Watson@muckleshoot.nsn.us)
Cc: [Jeff Dixon](#)
Subject: RE: ZOA18-0001 SEP18-0015
Date: Friday, December 21, 2018 11:14:13 AM
Attachments: [PSERN subject parcel excerpt land use designation map.pdf](#)
[PSERN subject parcel excerpt zoning map.pdf](#)
[PSERN Administrative Decision.pdf](#)
[Sheet 10 PSERN Prelim Civil Plans.pdf](#)

Good morning Jeff,

Thank you for your questions, repeated below in **bold**. In your e-mail of December 19, 2018, you posed 7 questions. It appears that questions 2 ,3, 5, and 7 have been addressed. This e-mail addresses the remaining 3 questions by providing the following responses regarding questions 1, 4, and 6. I've also provided a further response to question 7.

- **Question 1 - Maybe I'm seeing things, but your map ([HERE](#)) shows the zoning for the project site listed on the Notice of Application (NOA) as R-1; land use appears to me as being "Single Family Overlay"**

To be responsive to your question, I've attached an excerpt of the zoning map and a separate excerpt of the land use designation map (Comprehensive Plan). The subject parcel, highlighted in blue on the attached maps, is "split zoned" consisting of R-5, Residential 5 dwelling units per acre and I, Institutional. Also, the subject parcel also features a split land use designation of "Single Family Residential" and "Institutional". It should be noted that the majority of the subject parcel has both zoning and land use designation of Institutional categories. The Director has issued an Administrative Decision that provides that the subject parcel will be regulated using the "I, Institutional " zoning standards for the specific purpose of accommodating the proposed use (the emergency communication wireless communication facility (WCF)). The basis of this decision is explained in the attached Administrative Decision.

The majority of the parcel is developed with institutional-type uses while the portion located southwest of Auburn Way South is currently vacant. Provision of these maps with the parcel outlined should clear up your question of the classifications that apply.

- **Question 4 – WAC 197-11-355 provisions for the "expected" DNS and the single integrated comment period; this NOA seems to indicate that the DNS is being issued as of 12/14/2018**

Not sure what you're referring to when you say "expected DNS". The section of the State Environmental Policy Act (SEPA) that you reference WAC 197-11-355 provides for an "Optional DNS Process". This section allows the city combine the comment period under SEPA with those a notice of application (NOA) for a Determination. The purpose of the WAC 197-11-355 is "to use a single integrated comment period to obtain comments on the notice of application and the likely threshold determination for the proposal". While it is not clear, your question appears to put emphasis on the use of the word "project". The purpose of WAC 197-11-704 is to define what is an "action" subject to SEPA. As provided in WAC 197-11-704 both the specific project proposal (the construction of the emergency

communication WCF) and the non-project proposal (the proposed text amendment to Title 18 "Zoning") are both "actions" subject to SEPA . Further, the SEPA rules under WAC 197-11-060 promote and require combining proposals or parts of proposal that are closely related. I've highlighted the pertinent section of WAC 197-11-060 below. It should also be noted that the specific project proposal and non-project proposal are consistent with b(i) and b(ii) below.

Code excerpt: -----

WAC 197-11-060

Content of environmental review.

(1) Environmental review consists of the range of proposed activities, alternatives, and impacts to be analyzed in an environmental document, in accordance with SEPA's goals and policies. This section specifies the content of environmental review common to all environmental documents required under SEPA.

(2) The content of environmental review:

- (a) Depends on each particular proposal, on an agency's existing planning and decision-making processes, and on the time when alternatives and impacts can be most meaningfully evaluated;
- (b) For the purpose of deciding whether an EIS is required, is specified in the environmental checklist, in WAC 197-11-330 and 197-11-444;
- (c) For an environmental impact statement, is considered its "scope" (WAC 197-11-792 and Part Four of these rules);
- (d) For any supplemental environmental review, is specified in Part Six.

(3) Proposals.

(a) Agencies shall make certain that the proposal that is the subject of environmental review is properly defined.

- (i) Proposals include public projects or proposals by agencies, proposals by applicants, if any, and proposed actions and regulatory decisions of agencies in response to proposals by applicants.
- (ii) A proposal by a lead agency or applicant may be put forward as an objective, as several alternative means of accomplishing a goal, or as a particular or preferred course of action.
- (iii) Proposals should be described in ways that encourage considering and comparing alternatives. Agencies are encouraged to describe public or non-project proposals in terms of objectives rather than preferred solutions. A proposal could be described, for example, as "reducing flood damage and achieving better flood control by one or a combination of the following means: Building a new dam; maintenance dredging; use of shoreline and land use controls; purchase of flood prone areas; or relocation assistance."

(b) Proposals or parts of proposals that are related to each other closely enough to be, in effect, a single course of action shall be evaluated in the same environmental document. (Phased review is allowed under subsection (5).) Proposals or parts of proposals are closely related, and they shall be discussed in the same environmental document, if they:

- (i) Cannot or will not proceed unless the other proposals (or parts of proposals) are implemented simultaneously with them; or
 - (ii) Are interdependent parts of a larger proposal and depend on the larger proposal as their justification or for their implementation.
-

Lastly, the DNS was originally issued on December 10, 2018 as a combined Notice of Application (NOA), Determination of Non-significance (DNS), and Notice of public hearing (NOH); the notice was re-issued on December 19, 2018 solely to remove the notice of public hearing as the date and time of the Planning Commission public hearing is yet to be determined. As an interested party, you were sent both the original and revised notices.

The Notice describes a formal comment period being observed until December 26, 2018 (due to the holiday). There will be additional opportunity for public comment at the future public hearing when it is held.

- **Question 6 - Permitted outright in the “I” zone? At the very least I would think a ACUP would be warranted; there’s a lot of SFR up there.**

Yes, the current proposal by staff is to allow the use to be permitted outright in the I, Institutional zoning district. This approach is similar to several nearby jurisdictions. Thank you for your comment, that you believe a conditional use permit (CUP) is warranted; it will be considered in our discussions of the proposed text amendment with the Planning Commission.

- **Question 7 - I haven’t gone through all of your documentation but I don’t see a “site plan”; the exact location of the proposed tower would be helpful as there is a lot of infrastructure in a 180 ft. radius depending on placement.**

As stated in the notice, the application materials, including site plan, associated with the combined NOA and DNS are included on the City’s [“Public Land Use Notices”](#) webpage. The preliminary civil plan, included on the public notice page for the PSERN project, depict a site plan and the location of the proposed WCF facility relative to the property lines. The tower is proposed to be located on the portion of the lot located southwest of Auburn Way South. I’ve attached a sheet from the preliminary civil plan that depicts the location of the tower.

Thank you again for your questions. I believe between this e-mail and the previous ones, staff has fully answered your questions. If you have further specific questions or concerns, I would be happy to meet with you to discuss.

Sincerely,

Alexandria

Alexandria Teague, Planner II
Community Development

City of Auburn | www.auburnwa.gov

253.931.3088 | ateague@auburnwa.gov

Mailing Address: 25 W Main Street, Auburn, WA 98001

Permit Center Address: 1 E Main Street, Auburn, WA 98002 ([Click Here for Map](#))

Customer Service Survey | <https://www.surveymonkey.com/r/XNSL95J>

Application Forms | http://www.auburnwa.gov/services/resource_library/forms.htm

Zoning Maps | http://www.auburnwa.gov/services/resource_library/maps.htm

From: Jeffrey Watson <Jeffrey.Watson@muckleshoot.nsn.us>

Sent: Wednesday, December 19, 2018 4:39 PM

To: Alexandria Teague <ateague@auburnwa.gov>

Subject: RE: ZOA18-0001 SEP18-0015

... although... not to split hairs but I don't how you can issue a DNS (especially under 197-11-355) for both the project and the non-project code amendment... by definition you can't use 355 as it is for the "... integrated **project** review process (RCW 36.70B.060)."

WAC 197-11-704

Action.

(1) "Actions" include, *as further specified below*:

(a) New and continuing activities (including projects and programs) entirely or partly financed, assisted, conducted, regulated, licensed, or approved by agencies;

(b) New or revised agency rules, regulations, plans, policies, or procedures; and

(c) Legislative proposals.

(2) Actions fall within one of two categories:

(a) **Project actions.** A project action involves a decision on a specific project, such as a construction or management activity located in a defined geographic area. Projects include and are limited to agency decisions to:

(i) License, fund, or undertake any activity that will directly modify the environment, whether the activity will be conducted by the agency, an applicant, or under contract.

(ii) Purchase, sell, lease, transfer, or exchange natural resources, including publicly owned land, whether or not the environment is directly modified.

(b) **Nonproject actions.** Nonproject actions involve decisions on policies, plans, or programs.

(i) The adoption or amendment of legislation, ordinances, rules, or regulations that contain standards controlling use or modification of the environment;

(ii) The adoption or amendment of comprehensive land use plans or zoning ordinances;

(iii) The adoption of any policy, plan, or program that will govern the development of a series of connected actions (WAC [197-11-060](#)), but not including any policy, plan, or program for which approval must be obtained from any federal agency prior to implementation;

- (iv) Creation of a district or annexations to any city, town or district;
- (v) Capital budgets; and
- (vi) Road, street, and highway plans.

(3) "Actions" do not include the activities listed above when an agency is not involved.

Actions do not include bringing judicial or administrative civil or criminal enforcement actions (certain categorical exemptions in Part Nine identify in more detail governmental activities that would not have any environmental impacts and for which SEPA review is not required).

From: Jeffrey Watson
Sent: Wednesday, December 19, 2018 3:51 PM
To: 'Alexandria Teague'
Subject: RE: ZOA18-0001 SEP18-0015

After digging into the file a bit I think you can disregard questions 2,3,5, and 7 for now...

From: Jeffrey Watson
Sent: Wednesday, December 19, 2018 9:51 AM
To: 'Alexandria Teague'
Subject: ZOA18-0001 SEP18-0015

Good Morning Alex,

A few quick questions:

- 1) Maybe I'm seeing things but your map ([HERE](#)) shows the zoning for the project site listed on the NOA as R-1; land use appears to me as being "Single Family Overlay"
- 2) Are you really able to alter your Zoning code outside of the comp plan amendment process?
- 3) It appears that the SEPA checklist is project specific; is there not a separate SEPA process for the Code Amendment?
- 4) 197-11-355 provisions for the "expected" DNS and the single integrated comment period; this NOA seems to indicate that the DNS is being issued as of 12/14/2018
- 5) No Building Permit?
- 6) Permitted outright in the "I" zone? At the very least I would think a ACUP would be warranted; there's a lot of SFR up there.
- 7) I haven't gone through all of your documentation but I don't see a "site plan"; the exact location of the proposed tower would be helpful as there is a lot of infrastructure in a 180 ft radius depending on placement.



Jeffrey A. Watson
Planner III; Planning Division
Community Development Services
Muckleshoot Indian Tribe
39015-A 172nd Ave. S.E.,
Auburn, WA 98092
Office: 253-285-4048
Cell: 253-350-6515
Fax: 253-876-3182
Email: Jeffrey.Watson@muckleshoot.nsn.us

Jeffrey A. Watson
122 M St SE
Auburn WA, 98002

RECEIVED

DEC 21 2018

AT

CITY OF AUBURN
CDPW-COMMUNITY DEVELOPMENT

DEC 21 2018

Jeff Tate, Director
Community Development Services
City of Auburn
25 West Main Street
Auburn, WA 98001

Dear Mr. Tate,

Please accept this letter as a comment regarding the Notice of Application and Determination of Non-Significance for file numbers ZOA18-0001 and SEP 18-0015 dated 12/17/18, and bearing your signature (attached). I have several procedural and substantive concerns with respect to this application along with its associated environmental review, and wish to respectfully request that the DNS be withdrawn and that the application for a zoning text amendment be re-evaluated and re-initiated in a manner which is consistent with the provisions of RCWs 197-11, 36.70A, 36.70B, and Auburn City Code sections 14.07, 14.15, and Title 18. The DNS referenced above indicates that it is being issued under the provisions of RCW 197-11-355; the fact is, that said section of the RCW (along with your own code; ACC 14.07.050B) stipulates that if one utilizes the Optional DNS process for integrated review, that the DNS be issued following the comment period, not prior to¹. There are other significant elements to this application that give me cause for concern which I would be happy to discuss at your earliest possible convenience, but feel that at this time, based on the reasons cited above, it would be prudent for all concerned that your DNS be withdrawn and the matter reconsidered.

Respectfully,



Jeffrey A. Watson

C.C. to file ZOA-18-0001
Attachment: Notice of Application (NOA) and Determination of Non-Significance (DNS) PSERN –
Emergency Wireless Communication Facility SEP18-0015/ZOA18-0001

¹ 197-11-355(2)(a); 197-11-355(4)(a-d)

**NOTICE OF APPLICATION (NOA) and
DETERMINATION OF NON-SIGNIFICANCE (DNS)
PSERN – Emergency Wireless Communication Facility
SEP18-0015/ZOA18-0001**

You are receiving this 2nd Notice of Application as the hearing date is To Be Determined.

The City of Auburn is issuing a Notice of Application (NOA) and Determination of Non-Significance (DNS) for the following described project. The permit applications and listed studies may be reviewed at the Auburn Department of Community Development at 1 E Main St, 2nd Floor, Customer Service Center, Auburn, WA 98001 and by visiting www.auburnwa.gov/landuse.

Proposal: Construct a self-supporting, 180 foot, unmanned, wireless communications tower and associated equipment (a "WCF"), in support of the Puget Sound Emergency Radio Network system, and amend the City's Zoning Code – Title 18 to allow the use and siting of emergency community WCFs within the I, Institutional zoning district of the Auburn City Code (ACC).

Location: The project site is located at across the street from 5142 32nd St SE, the intersection of Auburn Way S and 32nd St SE, within NW ¼ of Section 27, Township 21, Range 5. King County Assessor Parcel No. 2721059012.

Notice of Application: December 10, 2018; revised December 19, 2018
Application Complete: August 10, 2018
Permit Application: July 13, 2018

File Nos. SEP18-0015
ZOA18-0001

Applicant: Pyramid Network Services, LLC (Pyramid)/PSERN
Pete James
6519 Towpath Rd
East Syracuse, NY 13057

Applicant's Representative: Rick Cardoza
LDC Corp.
20210 142nd Ave NE
Woodinville, WA 98072

Property Owner: Adventist Academy Church Western WA Conference of Seventh Day
Adventists (SDA)
c/o Eric C. Davis
5142 32nd St SE
Auburn, WA 98092

Studies/Plans Submitted With Application:

- PSERN Emergency Services WCF Project Description, LDCcorp., dated July 13, 2018, received July 13, 2018
- SEPA Application, LDCcorp., undated, received July 13, 2018
- SEPA Environmental Compliance Report and Checklist, GSS Inc., dated February 2018, received July 13, 2018, revision received October 9, 2018

NOTICE OF APPLICATION and DETERMINATION OF NON-SIGNIFICANCE
SEP18-0015 / ZOA18-0001 (Continued)

- PSERN Auburn-Final Construction Drawings, LDCcorp., dated July 27, 2017, received July 13, 2018
- SEPA Appendix A – Supplemental Sheet for Non-Project Actions, GSS Inc., dated February 2018, received July 13, 2018, revision received October 9, 2018
- Code Text Amendment Application and Written Responses, LDCcorp., received July 13, 2018
- Amendments to Zoning Ordinance – Title 18 (ZOA18-0001), LDCcorp., undated, received July 13, 2018, revision received October 9, 2018
- Technical Information Report, LDCcorp., dated December 2017, revised June 2018, received July 13, 2018
- Technical Memorandum 1 (Steep Slope Delineation), Robinson Noble, dated April 27, 2018, received July 13, 2018
- Geotechnical Engineering Report, Robinson Noble, dated July 2, 2018, received July 13, 2018
- Radio Frequency – Electromagnetic Energy (RF-EME) Compliance Report, dated March 30, 2018, received July 13, 2018
- NEPA Environmental Compliance Report, GSS Inc., dated February 8, 2018, received October 9, 2018
- US Fish & Wildlife Consultation Letter, US Department of the Interior Fish & Wildlife Service, dated February 20, 2018, received October 9, 2018
- Determination of No Hazard to Air Navigation, Federal Aviation Administration, dated December, 8, 2017, received October 9, 2018
- Tower Photo-simulation, Pyramid Network Services, LLC, undated, received October 9, 2018
- Tower Paint Color Sample, Pyramid Network Services, LLC, undated, received October 9, 2018

Other Permits, Plans, and Approvals Needed:

- SEPA: None
- Civil Permit (GRA18-0019): City Engineer
- Amendment to City Zoning Code – Title 18: Planning Commission and City Council Approval(s)

Statement of Consistency and List of Applicable Development Regulations: This proposal is subject to and shall be consistent with the Auburn City Code, Comprehensive Plan, and Public Works Design and Construction Standards.

Lead Agency: City of Auburn

The lead agency for this proposal has determined that it does not have probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

Public Comment Period: This may be your only opportunity to comment on the environmental impact of the proposal. All persons may comment on this application. This DNS is issued under WAC 197-11-355; the lead agency will not act on this proposal for 15 days from the date issued below. Comments must be in writing and submitted by 5:00PM on **December 25, 2018** to the mailing address of 25 W Main St, Auburn, WA, 98001, or to the email below. Any person wishing to become a party of record, shall include in their comments that they wish to receive notice of and participate in any hearings, if relevant, and request a copy of decisions once made.

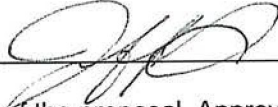
NOTICE OF APPLICATION and DETERMINATION OF NON-SIGNIFICANCE
SEP18-0015 / ZOA18-0001 (Continued)

Any person aggrieved of the City's determination may file an appeal with the Auburn City Clerk at 25 West Main St, Auburn, WA 98001- 4998 within 14 days of the close of the comment period, or by 5:00PM on **January 8, 2019**.

For questions regarding this project, please contact Alexandria Teague, Planner II, at ateague@auburnwa.gov or 253-931-3088.

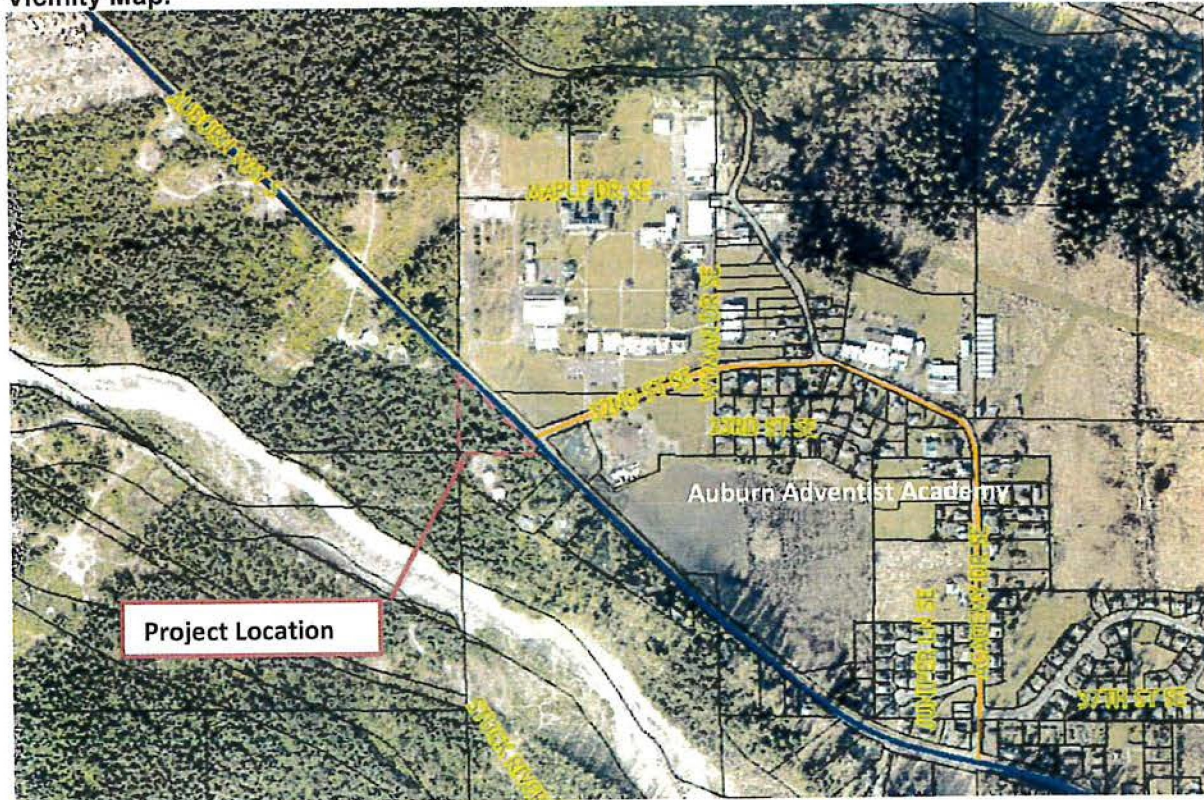
Public Hearing: The January 8, 2019 Planning Commission public hearing is cancelled. A Public Hearing time and date is to be determined.

RESPONSIBLE OFFICIAL: Jeff Tate
POSITION/TITLE: Director, Department of Community Development
ADDRESS: 25 West Main Street
Auburn, Washington 98001
253-931-3090

DATE ISSUED: 12/17/18 SIGNATURE: 

Note: This determination does not constitute approval of the proposal. Approval of the proposal can only be made by the legislative or administrative body vested with that authority. The proposal is required to meet all applicable regulations.

Vicinity Map:



January 14, 2019

VIA EMAIL AND US MAIL

Jeffrey A. Watson
122 M St SE
Auburn, WA 98002

**RE: PSERN Emergency Wireless Communication Facility Zoning Text Amendment –
Public Comment (File Nos. SEP18-0015/ZOA18-0001)**

Dear Mr. Watson,

Thank you for the letter received December 21, 2018 regarding the City's Notice of Application (NOA) and State Environmental Policy Act (SEPA) Determination on Non-Significance (DNS) for the PSERN wireless communication facility (WCF) zoning text amendment.

Your letter indicates that you have a procedural concern regarding the City's use of the "Optional DNS Process" (Washington Administrative Code (WAC) 197-11-355) to issue an combined NOA/DNS for the PSERN WCF zoning text amendment. As provided to you in an email on December 21, 2018, WAC 197-11-355 permits a jurisdiction to "to use a single integrated comment period to obtain comments on the notice of application and the likely threshold determination for the proposal". Therefore, as allowed by WAC 197-11-355, the City issued a combined NOA/DNS and used one integrated comment period to receive comments.

Additionally, while you are correct that by Auburn City Code 14.07.050(B), attached, the City may not issue a threshold determination before the expiration of the public comment period, the combined NOA/DNS for the aforementioned project specifically states that the decision will not be acted upon until 15 days from the issuance date (see excerpt from the Notice, below).

"Public Comment Period: This may be your only opportunity to comment on the environmental impact of the proposal. All persons may comment on this application. This DNS is issued under WAC 197-11-355; the **lead agency will not act on this proposal for 15 days from the date issued below...." (Bold emphasis added)**

Fifteen days from issuance is in fact the duration of the City's comment period, and the City does not make the final threshold determination (DNS) until the expiration of the comment period. While your comment identifies that the language of City notice could be improved and more clear that the threshold determination for any SEPA will not be made until expiration of the comment period, procedurally the City's issuance of the DNS with the NOA is accurate and consistent with ACC 14.07.050(B) and State laws. Also, the Notice identifies that the city is proposing a DNS to better inform the public and allow meaningful comment. Thank you for calling this to our attention and the City will look into making changes in wording on our combined NOA and SEPA threshold determinations to clarify.

Also, your letter also indicated that you have "substantive concerns" with the proposal. However, your letter only makes this statement and does not explain what these concerns are and therefore the city cannot respond. Please be aware that ACC 14.07.050(D), attached, states that comments must be as specific as possible to allow the city to reply and address the comments. If you actually have concerns, please identify how these relate to the elements of the environment (WAC 197-11-444), SEPA authority or City Code so that City staff may address

If you have any questions please contact me at 253-931-3088 or ateague@auburnwa.gov.

Sincerely,



Alexandria Teague, Planner II
Department of Community Development

AT/jo

CORR19-004

Enclosures: ACC 14.07.050 (Notice of Application (Integration of permit procedures with environmental review procedures))

From: [Richard Wooding](#)
To: [Alexandria Teague](#)
Cc: [Richard Wooding](#)
Subject: Re: PSERN Notice of Application Materials
Date: Wednesday, December 26, 2018 12:41:04 PM
Attachments: [image001.png](#)

Alexandria,

It appears from the photos that there would be no direct impact on my property. As I indicated in our conversation I would object to any action that would have an impact on my present use of my property. I will be out of state and not able to attend any meetings.

Thank you for taking the time to inform me on the proposal.

Dick Wooding
253-732-8940

From: Alexandria Teague <ateague@auburnwa.gov>
Sent: Thursday, December 13, 2018 4:50 PM
To: 'f-vlornaingrid@msn.com'
Subject: RE: PSERN Notice of Application Materials

The location is the parcel with the yellow border that also contains the blue dot.



Sincerely,

Alexandria

Alexandria Teague, Planner II

Community Development
City of Auburn | www.auburnwa.gov
253.931.3088 | ateague@auburnwa.gov
Mailing Address: 25 W Main Street, Auburn, WA 98001
Permit Center Address: 1 E Main Street, Auburn, WA 98002 ([Click Here for Map](#))
Customer Service Survey | <https://www.surveymonkey.com/r/XNSL95J>
Application Forms | http://www.auburnwa.gov/services/resource_library/forms.htm
Zoning Maps | http://www.auburnwa.gov/services/resource_library/maps.htm

From: Alexandria Teague
Sent: Thursday, December 13, 2018 4:48 PM
To: 'f-vlornaingrid@msn.com' <f-vlornaingrid@msn.com>
Subject: PSERN Notice of Application Materials

Good afternoon Mr. Wooding,

Here is the link to the City's land use notice page. For more information regarding the PSERN proposal (the letter you received) please visit this website: <https://www.auburnwa.gov/landuse>. Once you are on this page, please look for the link titled **"PSERN Emergency Wireless Communication Facility"**.

Sincerely,

Alexandria

Alexandria Teague, Planner II

Community Development

City of Auburn | www.auburnwa.gov

253.931.3088 | ateague@auburnwa.gov

Mailing Address: 25 W Main Street, Auburn, WA 98001

Permit Center Address: 1 E Main Street, Auburn, WA 98002 ([Click Here for Map](#))

Customer Service Survey | <https://www.surveymonkey.com/r/XNSI95I>

Application Forms | http://www.auburnwa.gov/services/resource_library/forms.htm

Zoning Maps | http://www.auburnwa.gov/services/resource_library/maps.htm

This message is private and privileged. If you are not the person meant to receive this message, please let the sender know, then delete it. Please do not copy or send it to anyone else.

PSE CODE AMENDMENT ZOA18-0001

**CITY COUNCIL
STUDY SESSION
MAY 13, 2019**

Department of Community Development

Engineering Services • Administrative Services • Environmental Services
Community Development Services • Maintenance & Operations Services

Page 116 of 227

AUBURN
VALUES

S E R V I C E

E N V I R O N M E N T

E C O N O M Y

C H A R A C T E R

S U S T A I N A B I L I T Y

W E L L N E S S

C E L E B R A T I O N

PSERN PROPOSAL + PURPOSE

- **The Puget Sound Emergency Radio Network (PSERN) has submitted applications for and requests:**
 - **To amend the City's Zoning Code – Title 18 to allow the use and siting of emergency wireless communication facility or “EWCFs” within the I, Institutional Zone to accommodate their self-supporting, 180-foot, unmanned, wireless communications facility.**

PLANNING COMMISSION SUMMARY

- Planning Commission has reviewed and discussed the proposed zoning code amendment at two (2) meetings
- On April 2, 2019 the Planning Commission held a public hearing regarding the amendment

PROPOSED CODE AMENDMENT

- The code change requested by PSERN affects three Chapters of the City's zoning code regulations applicable to WCFs to accommodate their proposed facility.
- The three Chapters the code to be amended include Auburn City Code Chapter:
 - 18.04 Definitions –
 - Recognize “EWCF” as a special type of WCFs
 - 18.31 Supplemental Development Standards –
 - Define two new types of WCFs
 - Exempt EWCFs from several of the supplemental siting standards
 - Identify the types of permits required for the two new types of WCFs
 - 18.35 Special Purpose Zones -
 - Add EWCFs as a new use allowed within the I Zone

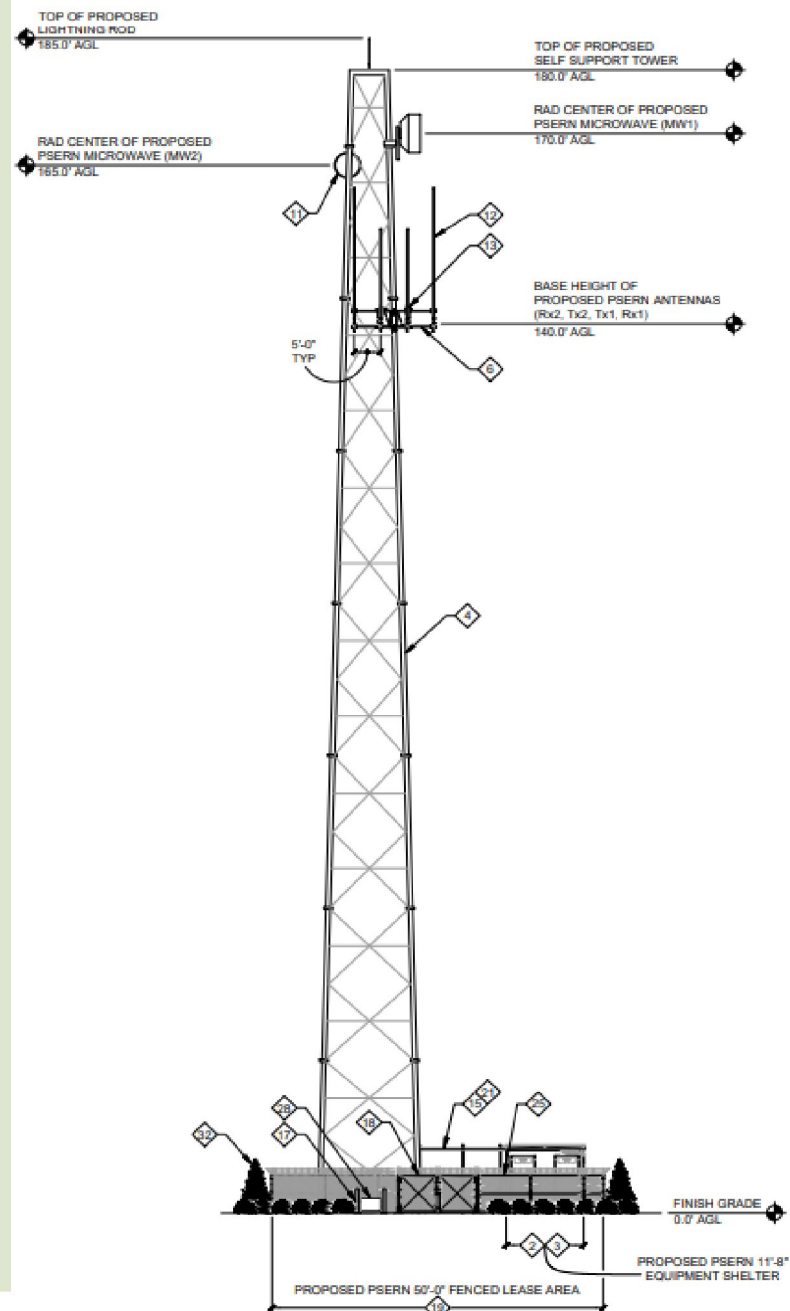
STAFF REQUEST

- **Schedule Ordinance No. 6716 for action by City Council at the regular meeting on May 20, 2019.**

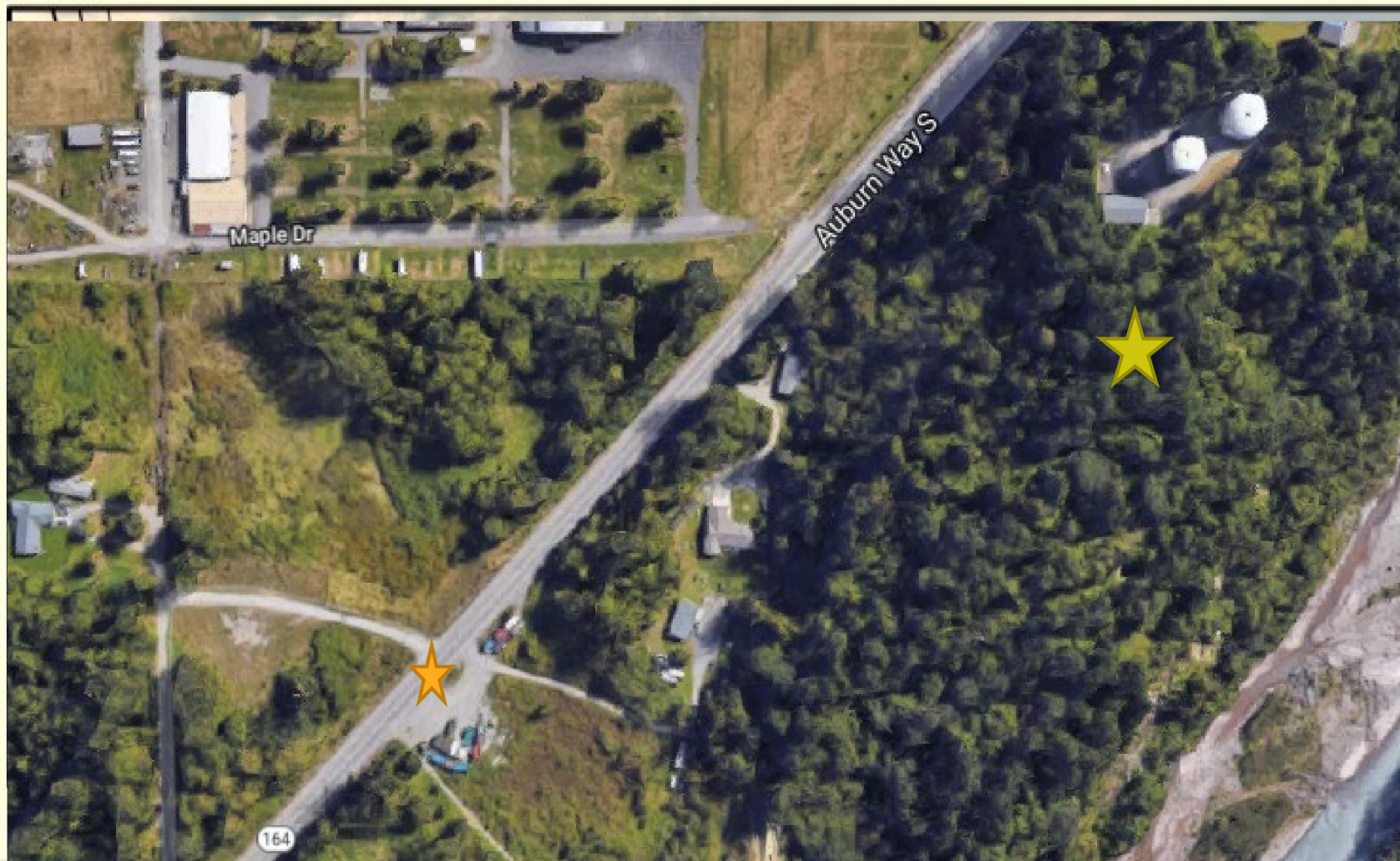
QUESTIONS?

SUPPLEMENTAL INFORMATION

AUBURN'S PROPOSED EMERGENCY WCF



AUBURN'S PROPOSED EMERGENCY WCF



AMEND CHAPTER 18.04 “DEFINITIONS”

18.04.912 Wireless communications.

■ Defines WCFs

- New definition for EWCFs: K. “Emergency WCF” means an emergency communication facility system operated by a local public agency responsible for providing emergency communication services.

■ Defines types of WCFs

- Two New Types of WCFs.
 - Type 3-C. Monopoles or lattice towers that meet the definition of an EWCF and are 185 feet or less in structure height.
 - Type 4 are new antennas erected on existing EWCF (primary) support structures that have previous city approvals. There is one Type 4 category: a Type 4-A.

AMEND CHAPTER 18.31

“SUPPLEMENTAL SITING STANDARDS”

Exhibit 1. Required and Exempt Supplement Siting Standards Applicable to EWCFs

Required Standards	Existing Exemptions	Proposed Exemptions
• Co-Location Requirements(B.2) • Fencing and Landscaping • Aesthetics • Lighting • Abandoned Facilities • Noise	• Separation between Facilities	• Height (except C.4) • Setbacks • Co-Location (B.1)

Exhibit 2. Types of Permit Required for EWCFs

Zone	Permitted Outright	Administrative Use Permit	Conditional Use Permit
Institutional Zone	3-C	4-A	N/A

Exhibit 3. Summary of Allowed and Prohibited Uses within the Institutional Zone

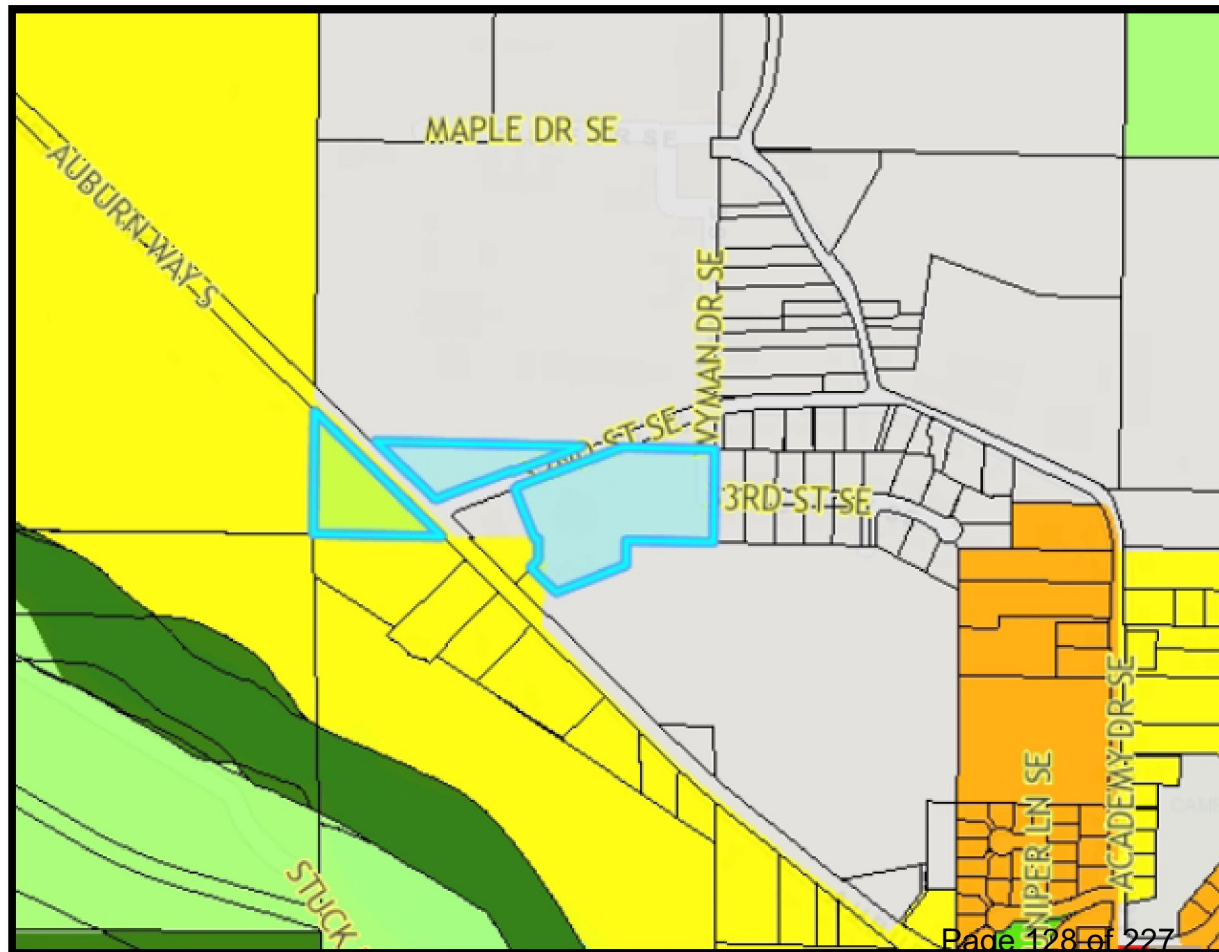
Allowed	Prohibited
<u>Permitted</u> • Government facilities, this excludes offices and related uses that are permitted outright • Municipal parks and playgrounds • Campgrounds • Recreational vehicle parks, private • Commercial recreation facility – Indoor • Library, museum • Meeting facility, public or private • Private school – specialized education/training (for profit) • Public schools (K-12) and related facilities • Religious institutions, lot size less than one acre • Religious institutions, lot size more than one acre • Home occupation • Nursing home, assisted living facility • Daycare, including mini daycare, daycare center, preschools or nursery schools • Home-based daycare • Other uses may be permitted by the planning director or designee if the use is determined to be consistent with the intent of the zone and is of the same general character of the uses permitted • <u>Emergency Wireless Communication Facilities (EWCF) – subject to the standards for specific land use contained in ACC 18.04.912, 18.31.100</u> <u>Administrative</u> • Cemetery, public • Cemetery, private • College, university, public • Commercial recreation facility – Outdoor • Conference/convention facility • Duplex • Live/work, work/live unit • Multiple-family dwellings, stand-alone • Senior housing • Restaurant, cafe, coffee shop, excluding drive-through facilities • Professional offices	• Marijuana processor • Marijuana producer • Marijuana researcher • Marijuana retailer • Marijuana transporter business • Animal shelter, public • Studio – Art, dance, martial arts, music, etc. • Marijuana cooperative • Multiple-family dwellings, stand-alone • One detached single-family dwelling • Banking and related financial institutions, excluding drive-through facilities (4) • Medical services – Clinic or urgent care (4) • Mortuary, funeral home, crematorium • Personal service shops • Pharmacies • Utility facilities, substations, utility transmission or distribution line

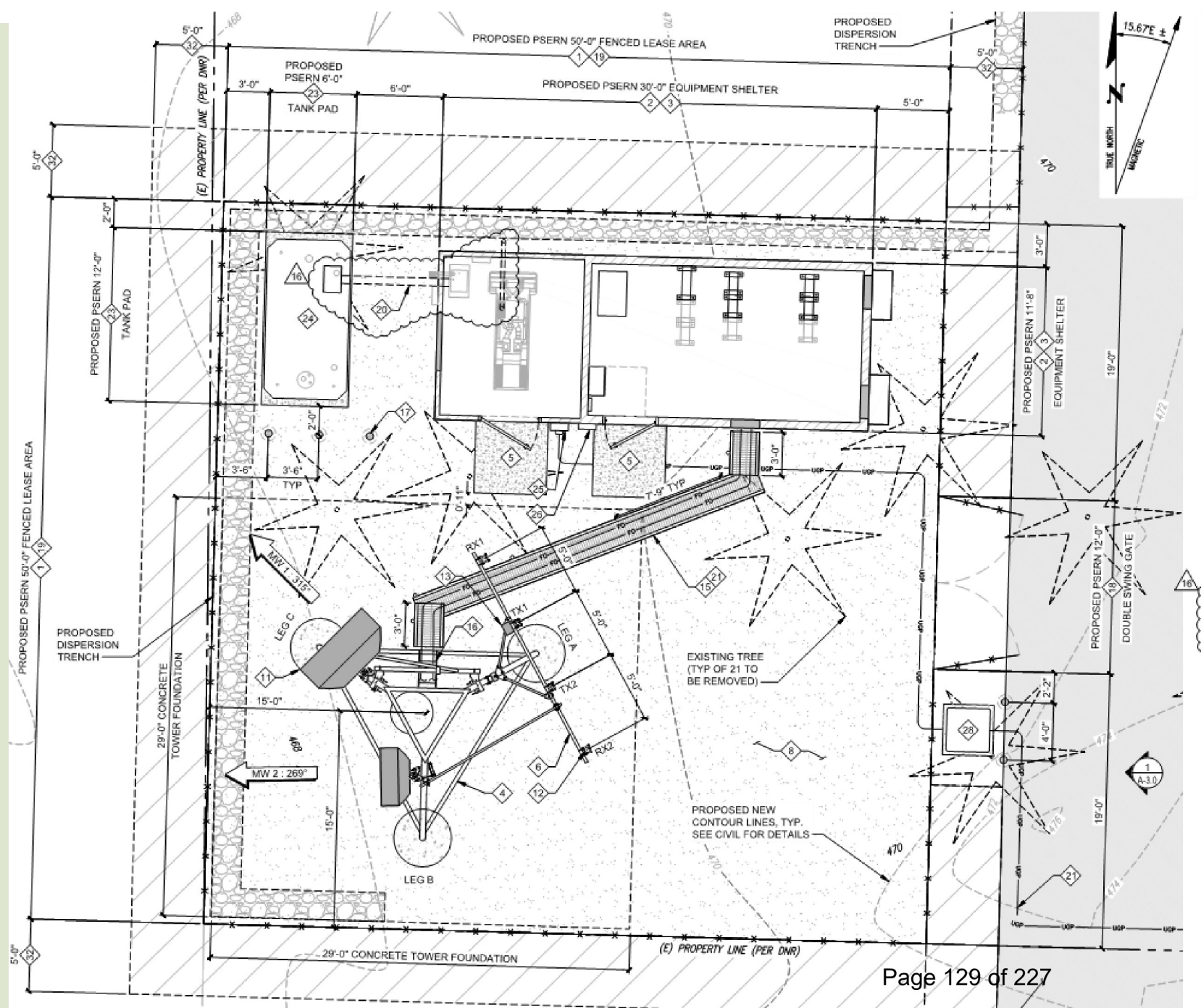
AMEND CHAPTER 18.35 “SPECIAL PURPOSE ZONES”

(4) Permitted within a public college or university as an amenity or service provided to students. A stand-alone bank or medical services/clinic is not permitted.

ZONING CLASSIFICATION

Image 1. Excerpt Zoning Map

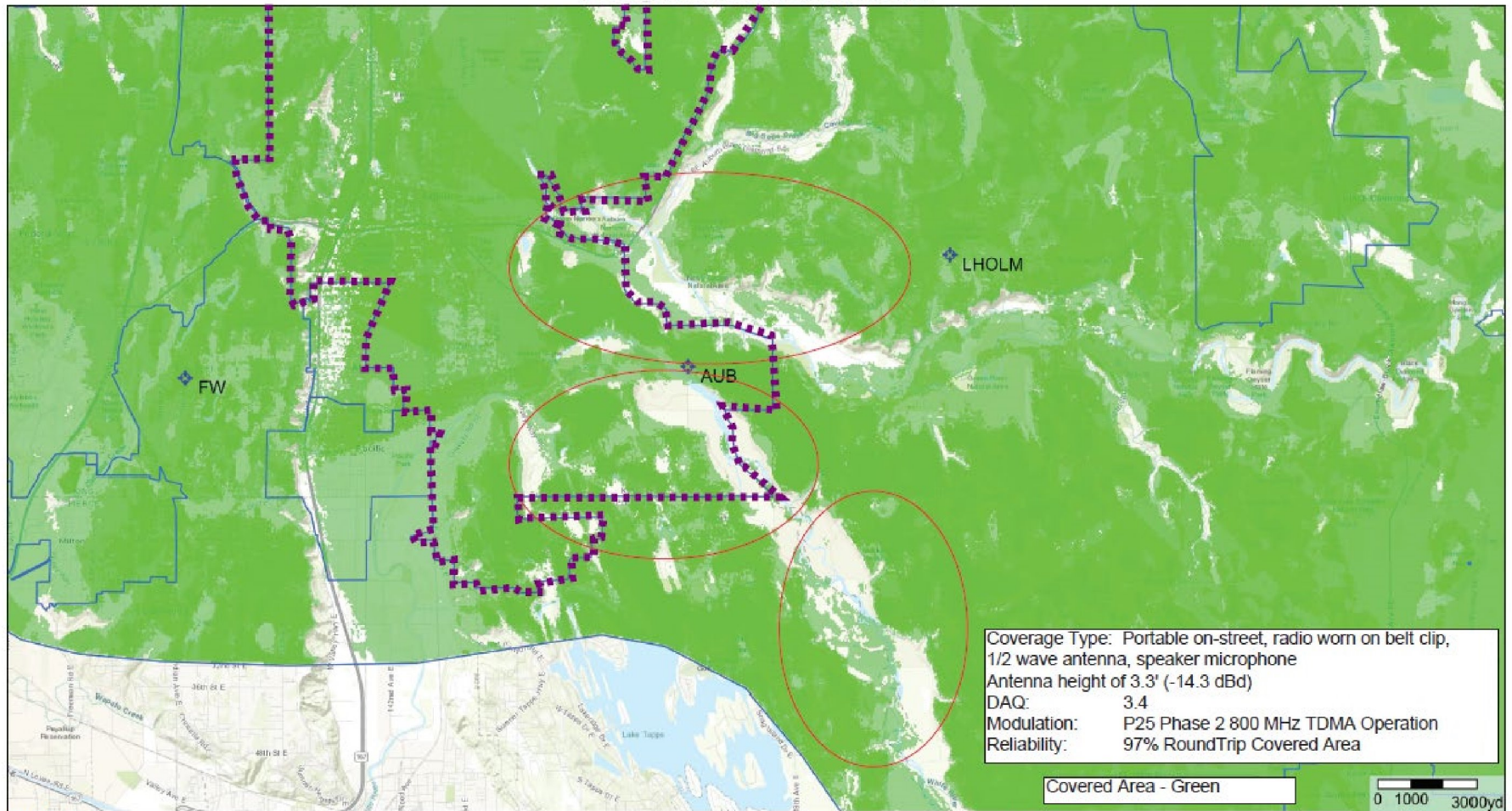




COVERAGE MAPS



PSERN Auburn Area - Auburn Site Disabled



FOR INFORMATION ONLY

Files © ArcGIS

Solution: PSERN 2018

Job ID: 000000000000.0

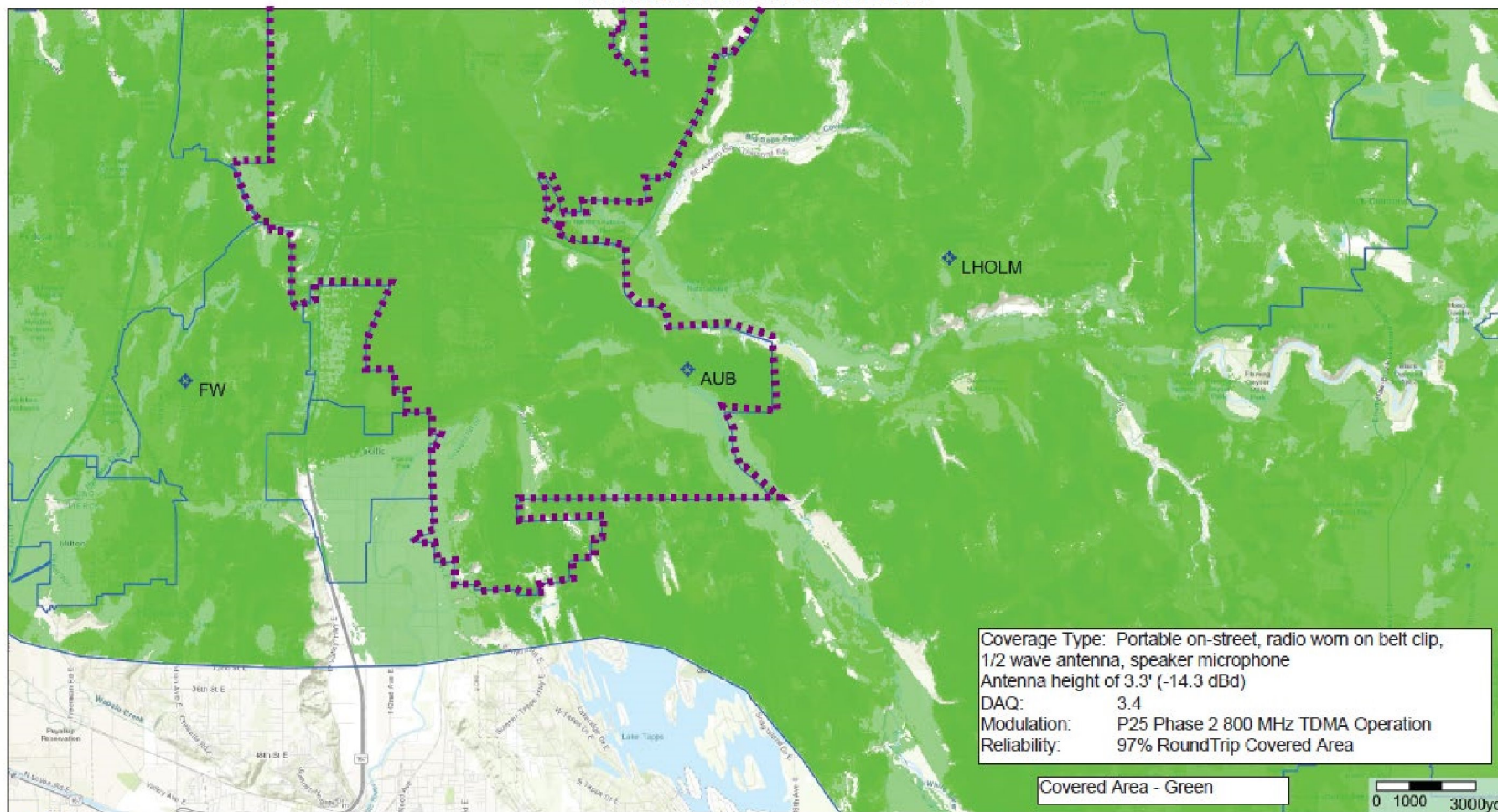
Workspace: DEC 2017 Baseline

System version: 20180307, N/A, N/A

Printed: 3/13/2018



PSERN Auburn Area - Auburn Site Enabled



Files © ArcGIS

Solution: PSERN 2018
Job ID: 000000000000.0

Workspace: DEC 2017 Baseline
System version: 20180307, N/A, N/A

FOR INFORMATION ONLY

Printed: 3/13/2018

Coverage Type: Portable on-street, radio worn on belt clip,
1/2 wave antenna, speaker microphone
Antenna height of 3.3' (-14.3 dBd)
DAQ: 3.4
Modulation: P25 Phase 2 800 MHz TDMA Operation
Reliability: 97% RoundTrip Covered Area

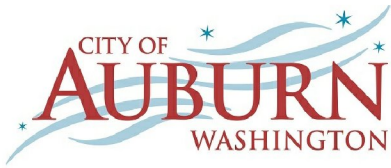
Covered Area - Green

Legend

site_area_reliability Portable APX4000
TDMA spk mic Component Rel]

0 1000 3000yd

Scale 1 : 100000



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No 6718 (Gross)

Department:

City Attorney

Attachments:

[Ordinance No. 6718](#)

Date:

May 14, 2019

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For Council Discussion

Background Summary:

This matter was discussed at the May 13, 2019 Study Session.

It is a "housekeeping" matter.

No changes to fees are proposed. The City has been moving administrative fees out of the code and into a Master Fee Schedule. This makes fees easier to find for users.

In this case, Council approved an increase in business license fees last year and the increase is reflected in the fee schedule. However, the code still has the older fee. Additionally, staff found that some of the fees were in the both the fee schedule and the code, and other fees that needed to be moved.

This ordinance deletes the fees from the code. A companion resolution before Council adds the fees, where appropriate, to the fee schedule.

Reviewed by Council Committees:**Councilmember:**

Meeting Date: May 20, 2019

Staff:

Item Number:

Gross

ORD.C

ORDINANCE NO. 6718

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO ADMINISTRATIVE FEES, AMENDING SECTIONS 5.10.030 AND 13.06.511, AND CHAPTERS 20.06, 20.08, AND 20.10 OF THE AUBURN CITY CODE

WHEREAS, Section 5.10.030 of the Auburn City Code (“ACC”) establishes a general business license fee, but a new fee was adopted in the City’s Master Fee Schedule; and,

WHEREAS, ACC 13.06.511 establishes certain utility administrative fees, some of which are also included in the Master Fee Schedule; and,

WHEREAS, Chapters 20.06, 20.08, and 20.10 ACC establish certain franchise-related fees; and,

WHEREAS, staff recommends that all administrative fees be established in the fee schedule so that amendments are more easily managed, and so that fees are easier for the public to find.

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

Section 1. Amendment to City Code. Section 5.10.030 of the Auburn City Code is amended to read as shown in Exhibit A.

Section 2. Amendment to City Code. Section 13.06.511 of the Auburn City Code is amended to read as shown in Exhibit B.

Section 3. Amendment to City Code. Section 20.06.180 of the Auburn City Code is amended to read as shown in Exhibit C.

Section 4. Amendment to City Code. Sections 20.08.020 and 20.08.140 of the Auburn City Code are amended to read as shown in Exhibit D.

Section 5. Amendment to City Code. Section 20.10.280 of the Auburn City Code are amended to read as shown in Exhibit E.

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Steven L. Gross, City Attorney

Published: _____

EXHIBIT A

5.10.030 Fees.

Annual license fees ~~are predicated upon the following schedule:~~ shall be as established in the City's Fee Schedule. Organizations exempt from taxation under 26 USC 501(C) (3) and (4) are exempt from paying license fees. Those organizations must be able to show satisfactory proof of status.

A. Organizations exempt from taxation under 26 USC 501(C) (3) and (4). Such organizations must be able to show satisfactory proof of such status to the city	\$0-
B. General business enterprises	\$50.00
C. Specific types of business enterprises identified elsewhere in the city code	As established in this title or other titles of the Auburn City Code
D. Re-issuance of lost, stolen or destroyed license	\$5.00
E. For the 2010 calendar year only, the renewal fee for business licenses for the period of July 1, 2010 to December 31, 2010 shall be \$25.00 or one-half of the required renewal fee.	

(Ord. 6309 § 1, 2010; Ord. 5754 § 1, 2003; Ord. 4864 § 1, 1996; Ord. 4242 § 1, 1987; Ord. 4012 § 2, 1984.)

EXHIBIT B

13.06.511 Fees, service charges, fines, penalties and damage.

A. *Service Charge.* Hydrant meter assembly deposits and fees for fire protection service line permits, hydrant permits, purity tests, and meter tests shall be as shown in the city of Auburn fee schedule.

Service	Charge
Convenience shut-off	\$25.00
Delinquent shut-off	\$25.00
Late charge	1% per month of outstanding bill or \$15.00 minimum, whichever is greater
Unauthorized turn-on/off	\$60.00
Delinquent meter pull	\$65.00
Unauthorized fire line or water hook up	\$100.00 a day fine from date of discovery
Returned checks each	As established in the city's fee schedule
Refusal of access per day	\$30.00
Closing final read	\$30.00
New account setup	\$25.00
Bill tenant	\$25.00
After-hours water turn on/off	\$30.00
Escrow estimates	\$25.00

B. *Service Installation Fees.* Water service installation fees shall be as shown in the city of Auburn fee schedule as adopted by Ordinance [5707](#), and any amendments thereto.

C. *Damage to City Appurtenances.* Damage to city appurtenances will be billed to the account at actual cost to repair or replace, including labor, material, administrative, overhead and other associated costs.

The finance director is authorized to waive enforcement of the above fees, fines, charges and penalties in extenuating circumstances.

D. *Hydrant Meter Assessments.* Use of water from a city hydrant requires a city permit. Type A permits allow withdrawal of water from dedicated hydrants. Type B permits allow withdrawal of water from nondedicated hydrants by customers using a city-supplied hydrant meter with RPBA assembly.

In addition to any other penalties, fees or costs enforceable for any of the below-listed violations, ~~the following additional~~ assessments shall be imposed as shown in the City's Fee Schedule:

Permit Type	Violation	Penalty
A	Hydrant meter wrench loss or damage	\$30.00
B	Hydrant meter with RPBA assembly loss or damage	\$1,385.00 maximum penalty
A	Failure to record "Start" read properly	\$250.00 maximum penalty, per day, location, violator and incident
A	Failure to record "Finish" read properly	\$250.00 maximum penalty, per day, location, violator and incident
A	Failure to submit monthly water consumption report to the city	\$10.00 per calendar day
A and B	Nonpayment of bill within 10 calendar	\$10.00 per calendar day

Permit Type	Violation	Penalty
	days-of reminder notice	
B	Nonreturn-of hydrant meter-with RPBA assembly-after request for return	\$10.00-per calendar-day
A-and-B	Using-a hydrant without hydrant operator-training documentation-on hand	\$50.00-per day,-location,- violator-and incident
A-and-B	Using-a hydrant without operator training documentation	\$250.00 maximum penalty,-per day,-location,- violator-and incident
A-and-B	Using-a hydrant without permit documentation-on hand	\$50.00-per day,-location,- violator-and incident
A-and-B	Using-a hydrant without permit documentation	\$250.00 maximum penalty,-per day,-location,- violator-and incident
B	Loaning-out-a hydrant meter-with RPBA assembly-to-an unauthorized-party	\$250.00 maximum penalty,-per day,-location,- violator-and incident
A-and-B	Using-a tool-other-than the-city-supplied hydrant-wrench-to operate-a hydrant	\$50.00-per day,-location,- violator-and incident

Permit Type	Violation	Penalty
A and B	Damage to hydrant or infrastructure	Complete reimbursement to the city for repair or replacement
A and B	Nonresponse to revocation of permit or trained hydrant operator certificate	\$10.00 per calendar day
A and B	Disassembly or tampering of hydrant, hydrant meter assembly or hydrant meter with RPBA assembly	\$250.00 maximum penalty, per day, location, violator and incident

(Ord. 6706 § 2 (Exh. B), 2018; Ord. 6236 § 1, 2009; Ord. 6098 § 3, 2007; Ord. 5889 § 2, 2005; Ord. 5849 § 1, 2004; Ord. 5819 § 1, 2004; Ord. 5216 § 1, 1999.)

EXHIBIT C

20.06.180 Compensation for use of public ways.

A. The city finds that the public ways to be used by commercial utilities and carriers and operators in the operation of telecommunications systems within the boundaries of the franchise are valuable public properties, acquired and maintained by the city at great expense to its taxpayers, and that the grant of use of said public ways is a valuable property right, without which grantees and franchisees would be required to invest substantial capital in public way costs and acquisitions; therefore, grantees and franchisees shall pay the city as a general compensation for the use of the public way during each year of the term of a franchise a franchise fee as determined by city council, not to exceed six percent of gross revenues for each quarter of each calendar year. Franchisees shall pay the franchise fee mandated by this chapter but the city acknowledges and understands that such amount (and any other fees, assessments, or taxes imposed on franchisees not described in subsection E of this section) shall appear as a line item on the bill sent to, and shall be collected from, the subscribers; provided further, that the compensation required from any telecommunications operator or carrier engaged in the "telephone business," as defined in RCW [82.04.065](#), shall be consistent with RCW [35.21.860](#).

B. *Annual Franchise Fee Adjustments.* The initial annual franchise fee percentage shall be the amount permitted by law of gross revenues unless and until it is further adjusted by city council. Any such adjustment shall occur at least 60 days before any subsequent annual anniversary date. Any adjustment shall become effective on the subsequent annual anniversary date.

C. *Quarterly Payment.* Franchisees shall forward by check wire transfer an amount equal to this quarterly payment by the fifteenth day of the second calendar month immediately following the close of the calendar quarter for which the payment is calculated.

D. *Late Payment.* In the event any quarterly payment is made after noon on the date 10 days after the date due, franchisees shall pay a late payment penalty ~~of the greater of:~~

~~1. Twenty-five dollars; or~~

~~2. Simple interest at a 12 percent annual percentage rate on the total amount past due as shown in the City's Fee Schedule.~~

E. *Fees and Compensation Not a Tax.* The fees, charges and fines provided for in this title and any compensation charged and paid for the franchisee's use of the city's public ways, whether "fiduciary or in kind," are separate from, and additional to, any and all federal, state, local and city taxes as may be levied, imposed or due from a commercial utility, telecommunications carrier, operator, or

provider, its customers or subscribers or on account of the lease, sale, delivery or transmission of utility or telecommunications services.

F. *Ruling of Unenforceability.* The compensation required from any commercial utility, telecommunications carrier, operator, or provider shall be as provided by law. In the event any franchise fee shall be held unenforceable by a court of law which has jurisdiction over the city, franchisees shall pay the equivalent amount paid in franchise fees as a city utility tax which shall be applied retroactively to time periods during which the franchise fee was determined to be unenforceable.

G. *Quarterly Report.* In order to properly determine the gross revenues received by franchisees, the franchisee shall on the same date that each quarterly payment is made, file with the director of finance a sworn copy of a report, in a form acceptable to the city, in sufficient detail to itemize revenues from each of the revenue categories. The city may, if it sees fit and at its own expense, have the books and records of franchisees examined by a representative of said city to ascertain the correctness of the reports agreed to be filed herein. Neither the acceptance of any payment nor any subsequent review shall be deemed an agreement by the city that the correct payment was paid, absent a fully authorized written release by the city on any such payments or on such reports. Any necessary prorations shall be made in the first and last year of each term of the franchise. Any city request for access to books and records shall be allowed by the franchisee at reasonable times and for reasonable purposes. Such information shall be held in strict confidence by the city as allowed by law and used only for the purpose stated herein.

H. *Recalculation at End of Compensation Year.* At the end of each calendar year, franchisees shall recalculate the total general compensation actually due. If additional amounts are due the city by franchisee, said amounts shall be paid by the fifteenth day of February following the calendar year during which such amounts were originally due. If amounts are found to be due the franchisees by the city, said amounts shall be credited by the fifteenth day of February during which such amounts were originally due. Any necessary prorations will be made.

I. *Taxes are Not to Be a Credit.* The compensation paid under this franchise shall be exclusive of and in addition to all special assessments and taxes of whatever nature which are applicable to all other persons or entities doing business within the city, including, but not limited to, ad valorem tax, sales tax, corporate or business occupation taxes or other taxes or fees imposed or levied by any governmental entity.

J. *Utility Tax Liability – Franchise Fees.* Revenues derived directly or indirectly from sources within the city shall be subject to applicable utility taxes as of the time of commencement of such operations. Franchise fees shall be in addition to any utility tax, but shall be collectible only to the extent as then allowed by law, and in no event may the combined utility tax and franchise fee exceed

six percent of gross revenues in accordance with RCW [35.21.870](#). Franchise fees, if applicable, shall be levied on a nondiscriminatory basis.

K. *Rights of City*. Payment of money under any franchise shall not in any way limit or inhibit any of the privileges or rights of the city, except insofar as city's privileges or rights are expressly limited or inhibited by the terms of a franchise.

L. *Annual Report*. Franchisees shall file annually with the director of finance, no later than 90 days after the end of franchisee's fiscal year, an unaudited statement of revenues (for that fiscal year just ended) attributable to the operations of the franchisee's telecommunications system within the city pursuant to the franchise agreement. The statement shall present a detailed breakdown of gross revenues and uncollectible accounts for the year. The city may, if it sees fit, have such report audited by an independent certified public accountant of its choosing. If the audit reveals an underpayment error in payment by franchisees of more than five percent, then franchisees shall pay for the costs of the audit. If the audit reveals an error in payment of five percent or less, the city shall pay the costs of the audit. The report will summarize those accounts reconciled to be within the franchise area by the city's quarterly review.

M. *Circumventing Payments*. Any transaction(s) which have the effect of circumventing payment of the required franchise fees and/or evasion of payment of franchise fees or any payments due the city under a franchise by noncollection or nonreporting of gross revenues, bartering, or any other means which evade the actual collection of revenues for business pursued by franchisees are prohibited.

N. *Best Rates*. As allowed by applicable law, part of the compensation to the city for the grant of any telecommunications franchise, the city shall be entitled to obtain subscriptions, at the city's discretion, to the communications service at franchisee's lowest comparable rate applicable to any government body or municipality of the state of Washington. In addition, city shall be entitled to franchisee's lowest comparable rate applicable to any governmental body or municipality of the state of Washington for purchase and/or lease, should the city determine to purchase and/or lease, equipment or modems applicable to government bodies or municipalities in the state of Washington for purposes of accessing the communications service. (Ord. 6546 § 8, 2014; Ord. 5271 § 1, 1999; Ord. 5034 § 1, 1998.)

EXHIBIT D

20.08.020 Lease application.

Any person that desires to solicit the city's approval of a facilities lease pursuant to this title shall file a lease proposal with the city which, in addition to the information required by ACC [20.06.020](#), shall include the following:

- A. A description of the facilities or other equipment proposed to be located upon city property;
- B. A description of the city property upon which the applicant proposes to locate facilities or other equipment;
- C. Preliminary plans and specifications in sufficient detail to identify:
 - 1. The location(s) of existing telecommunications facilities or other equipment upon the city property, whether publicly or privately owned.
 - 2. The location and source of electric and other utilities required for the installation and/or operation of the proposed facilities or equipment;
- D. Accurate scale conceptual drawings and diagrams of sufficient specificity to analyze the aesthetic impacts of the proposed telecommunications facilities or other equipment;
- E. If applicant is proposing to install aboveground and/or overhead facilities:
 - 1. Evidence that surplus space is available for locating its telecommunications facilities on existing utility poles along the proposed route;
 - 2. Proof of compliance with city's zoning code;
- F. Whether the applicant intends to provide cable service, video dialtone service or other video programming service, and sufficient information to determine whether such service is subject to cable franchising;
- G. An accurate map showing the location of any existing utility or telecommunications facilities in the city that applicant intends to use or lease;
- H. A description of the services or facilities that the applicant will offer or make available to the city and other public, educational, and governmental institutions;

I. A copy of an Auburn business license stamped and signed by the business license clerk, as designated by the mayor;

J. Proof of ability to meet city's bonding requirements in Chapter [12.24](#) ACC when the applicant does not have an existing standing bond on file with the city sufficient to cover the scope of work proposed and proof of ability to meet the city's security requirements in ACC [20.10.240](#) through [20.10.260](#);

K. A nonrefundable application fee in the amount ~~of \$500.00~~ established in the City's Fee Schedule; and

L. Such other and further information as may be requested by the city. (Ord. 5897 § 24, 2005; Ord. 5271 § 1, 1999; Ord. 5034 § 1, 1998.)

20.08.140 Renewal of facilities lease.

A lessee that desires to renew its facilities lease in effect under this chapter shall, not more than 120 days nor less than 90 days before expiration of the facilities lease then in effect, file an application, which is determined as complete in accordance with ACC [20.08.030](#), with the city for renewal of its facilities lease which shall include the following:

A. The information required pursuant to ACC [20.08.020](#);

B. Any information required pursuant to the facilities lease agreement between the city and the lessee;

C. All deposits or charges required pursuant to this chapter;

D. A nonrefundable application renewal fee in the amount ~~of \$250.00~~ established in the City's Fee Schedule. (Ord. 5271 § 1, 1999; Ord. 5034 § 1, 1998.)

EXHIBIT E

20.10.280 Assignments or transfers of public way agreements, franchises, or leases.

The assignment or transfer of any business registration, public way agreement, franchise or lease subject to this title, may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of the grantee, franchisee, or lessee, by operation of law or otherwise, without the prior written consent of the city, which consent shall not be unreasonably withheld or delayed, except as expressed by ordinance and then only on such reasonable conditions as may be prescribed therein.

A. No public way agreement, franchise, or lease, subject to this title, shall be assigned or transferred before construction of such systems has been completed to the city's satisfaction without prior written consent of the city, which consent shall not be unreasonably withheld or delayed, except as expressed by ordinance and then only on such reasonable conditions as may be prescribed therein.

B. The grantee, franchisee, or lessee and the proposed assignee or transferee of the public way agreement, franchise, or lease shall provide and certify the following information to the city not less than 90 calendar days prior to the proposed date of transfer:

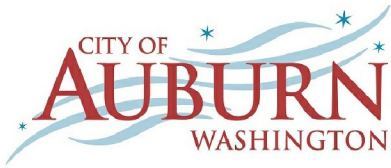
1. Complete information setting forth the nature, terms and conditions of the proposed transfer or assignment relating to the public way agreement, franchise or lease;
2. All information required by a public way agreement, franchise, or lease applicant pursuant to this title with respect to the proposed transferee or assignee;
3. Any other information reasonably required by the city; and
4. A nonrefundable application fee in the amount ~~of \$75.00~~ established in the City's Fee Schedule.

C. No transfer shall be approved unless the assignee or transferee meets the requirements contained in ACC [20.04.040\(A\)](#) and [\(I\)](#) and can comply with the requirements of the public way agreement, franchise, or lease.

D. Unless otherwise provided in a public way agreement, franchise, or lease agreement, the grantee, franchisee, or lessee shall reimburse the city for all direct and indirect costs and expenses reasonably incurred by the city in considering a request to transfer or assign a public way

agreement, franchise, or lease. No approval shall be deemed approved until all such costs and expenses have been paid.

E. Any transfer or assignment of a public way agreement, franchise, or lease without prior written approval of the city under this section or pursuant to a public way agreement, franchise, or lease agreement shall be void and is cause for termination of the public way agreement, franchise, or lease. (Ord. 5271 § 1, 1999; Ord. 5034 § 1, 1998.)



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6719 (Coleman)

Date:

May 14, 2019

Department:

Finance

Attachments:

[Ordinance No. 6719](#)

[Schedule A](#)

[Schedule B](#)

[Transmittal Memo](#)

Budget Impact:**Administrative Recommendation:**

City Council to introduce and adopt Ordinance No. 6719

Background Summary:

Ordinance No. 6719 (Budget Amendment #2) amends the 2019-2020 Revised Budget as presented in the attached transmittal memorandum and supporting attachments.

The proposed budget amendment has been revised to reflect terms and conditions of the interlocal agreement between the City and South King Housing and Homelessness Partners (SKHHP), establishing an agency fund, and authorizing the addition of two staff in the Community Development Department, and appropriating the SKHHP budget for 2019.

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

Coleman

Meeting Date: May 20, 2019

Item Number:

ORD.D

ORDINANCE NO. 6719

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

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

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

WHEREAS, the City of Auburn deems it necessary to appropriate additional funds to the various funds of the 2019 budget as outlined in this Ordinance (BA#2); and

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

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

Section 1. Amendment of the 2019-2020 Biennial Budget. The 2019-2020 Biennial Budget of the City of Auburn is amended pursuant to Chapter 35A.34 RCW, to reflect the revenues and expenditures as shown on Schedule "A" attached hereto and incorporated herein by reference. The Mayor of the City of Auburn,

Washington is hereby authorized to utilize revenue and expenditure amounts shown on said Schedule "A" and Schedule "B". A copy of said Schedule "A" and Schedule "B" is on file with the City Clerk and available for public inspection.

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Steven L. Gross, City Attorney

Published: _____

Schedule A
Summary of 2019 Budget Adjustments by Fund
Budget Amendment #2 (Ordinance #6719)

	Beg. Fund Balance	2019 Revenues	2019 Expenditures	Ending Fund Balance
General Fund (#001)				
2019 Adopted Budget	18,037,042	72,145,986	77,788,165	12,394,863
Previous Budget Amendments	539,000	(27,700)	538,400	(27,100)
2019 Amended Budget	18,576,042	72,118,286	78,326,565	12,367,763
BA#2 (Ordinance #6719, Proposed):	-	141,910	125,490	16,420
Community Development Department:				
Initial set-up for South King Housing and Homelessness Partners (SKHHP)	-	141,910	125,490	16,420
Revised 2019 Budget - Fund 001	18,576,042	72,260,196	78,452,055	12,384,183

Schedule A
Summary of 2019 Budget Adjustments by Fund
Budget Amendment #2 (Ordinance #6719)

	Beg. Fund Balance	2019 Revenues	2019 Expenditures	Ending Fund Balance
Facilities Fund (#505)				
2019 Adopted Budget	1,412,874	3,532,500	3,894,563	1,050,811
Previous Budget Amendments	136,000	(31,400)	288,000	(183,400)
2019 Amended Budget	1,548,874	3,501,100	4,182,563	867,411
BA#2 (Ordinance #6719, Proposed):	-	4,500	4,500	-
Initial set-up for South King Housing and Homelessness Partners (SKHHP)	-	4,500	4,500	-
Revised 2019 Budget - Fund 505	1,548,874	3,505,600	4,187,063	867,411

Schedule A
Summary of 2019 Budget Adjustments by Fund
Budget Amendment #2 (Ordinance #6719)

	Beg. Fund Balance	2019 Revenues	2019 Expenditures	Ending Fund Balance
Innovation & Technology Fund (#518)				
2019 Adopted Budget	2,573,504	6,429,110	6,437,640	2,564,974
Previous Budget Amendments	124,500	118,200	242,700	-
2019 Amended Budget	2,698,004	6,547,310	6,680,340	2,564,974
BA#2 (Ordinance #6719, Proposed):	-	8,500	1,000	7,500
Initial set-up for South King Housing and Homelessness Partners (SKHHP)	-	8,500	1,000	7,500
Revised 2019 Budget - Fund 518	2,698,004	6,555,810	6,681,340	2,572,474

Schedule A
Summary of 2019 Budget Adjustments by Fund
Budget Amendment #2 (Ordinance #6719)

	Beg. Fund Balance	2019 Revenues	2019 Expenditures	Ending Fund Balance
IT Capital Fund (#568)				
2019 Adopted Budget	1,169,997	-	869,300	300,697
Previous Budget Amendments and CIP Carry-Forwards	-	22,500	22,500	-
2019 Amended Budget	1,169,997	22,500	891,800	300,697
BA#2 (Ordinance #6719, Proposed):	-	5,000	5,000	-
Initial set-up for South King Housing and Homelessness Partners (SKHHP)	-	5,000	5,000	-
Revised 2019 Budget - Fund 568	1,169,997	27,500	896,800	300,697

Schedule A
Summary of 2019 Budget Adjustments by Fund
Budget Amendment #2 (Ordinance #6719)

	Beg. Fund Balance	2019 Revenues	2019 Expenditures	Ending Fund Balance
SKHHP Fund (#654)				
2019 Adopted Budget	-	-	-	-
Previous Budget Amendments	-	-	-	-
2019 Amended Budget	-	-	-	-
BA#2 (Ordinance #6719, Proposed):	-	220,160	141,910	78,250
Initial set-up for South King Housing and Homelessness Partners (SKHHP)	-	220,160	141,910	78,250
Revised 2019 Budget - Fund 654	-	220,160	141,910	78,250

Schedule A
Summary of 2019 Budget Adjustments by Fund
Budget Amendment #2 (Ordinance #6719)

	Beg. Fund Balance	2019 Revenues	2019 Expenditures	Ending Fund Balance
Grand Total - All Funds				
2019 Adopted Budget	121,191,833	194,308,846	207,147,258	108,353,421
Previous Budget Amendments	10,861,735	6,591,498	18,613,233	(1,160,000)
2019 Amended Budget	132,053,568	200,900,344	225,760,491	107,193,421
TOTAL BA#2 (Ordinance #6719, Proposed)	-	380,070	277,900	102,170
Revised 2019 Budget	132,053,568	201,280,414	226,038,391	107,295,591
		333,333,982		333,333,982

Schedule B 2019 Appropriations by Fund

Fund	2019 Adopted Budget	BA#1 (Ord #6712)	CIP CFs	BA#2 (Ord #6719)	Total Amendments	Revised Budget
General Fund (#001)	90,183,028	511,300	-	141,910	653,210	90,836,238
Arterial Street Fund (#102)	3,125,877	-	1,995,054	-	1,995,054	5,120,931
Local Street Fund (#103)	3,562,780	-	899,476	-	899,476	4,462,256
Hotel/Motel Tax Fund (#104)	262,171	6,650	-	-	6,650	268,821
Arterial Street Preservation Fund (#105)	4,541,657	-	1,791,313	-	1,791,313	6,332,970
Drug Forfeiture Fund (#117)	531,497	-	-	-	-	531,497
Housing & Comm Develop Fund (#119)	626,458	269,900	-	-	269,900	896,358
Recreation Trails Fund (#120)	71,426	-	-	-	-	71,426
BIA Fund (#121)	164,673	5,400	-	-	5,400	170,073
Cumulative Reserve Fund (#122)	10,304,512	-	84,400	-	84,400	10,388,912
Mitigation Fees Fund (#124)	12,082,337	150,000	1,228,556	-	1,378,556	13,460,893
1998 GO Library Bond Fund (#229)	-	-	-	-	-	-
City Hall Annex 2010 A&B Bond Fund (#230)	1,664,900	-	-	-	-	1,664,900
Local Revitalization 2010 C&D Bond Fund (#231)	601,696	-	-	-	-	601,696
SCORE Debt Service Fund (#238)	2,129,800	-	-	-	-	2,129,800
LID Guarantee Fund (#249)	1,648	-	-	-	-	1,648
LID 350 Fund (#275)	16,059	-	-	-	-	16,059
Golf/Cemetery 2016 Refunding Fund (#276)	374,100	-	-	-	-	374,100
Parks Construction Fund (#321)	2,380,772	-	1,285,009	-	1,285,009	3,665,781
Capital Improvements Fund (#328)	16,179,927	54,000	2,494,960	-	2,548,960	18,728,887
Local Revitalization Fund (#330)	484,500	-	6,000	-	6,000	490,500
Water Fund (#430)	19,465,675	115,200	13,000	-	128,200	19,593,875
Sewer Fund (#431)	13,371,349	12,100	13,000	-	25,100	13,396,449
Storm Drainage Fund (#432)	13,016,714	13,800	13,000	-	26,800	13,043,514
Sewer Metro Sub Fund (#433)	21,556,967	-	-	-	-	21,556,967
Solid Waste Fund (#434)	21,805,275	-	-	-	-	21,805,275
Airport Fund (#435)	1,653,233	40,000	-	-	40,000	1,693,233
Cemetery Fund (#436)	1,628,060	-	-	-	-	1,628,060
Water Capital Fund (#460)	9,175,410	-	3,408,057	-	3,408,057	12,583,467
Sewer Capital Fund (#461)	11,945,391	-	1,029,608	-	1,029,608	12,974,999
Storm Drainage Capital Fund (#462)	13,898,388	-	646,258	-	646,258	14,544,646
Airport Capital Fund (#465)	2,240,105	-	830,908	-	830,908	3,071,013
Cemetery Capital Fund (#466)	394,037	-	22,442	-	22,442	416,479
Insurance Fund (#501)	1,949,070	-	-	-	-	1,949,070
Workers' Comp Fund (#503)	3,300,188	-	-	-	-	3,300,188
Facilities Fund (#505)	4,945,374	104,600	-	4,500	109,100	5,054,474
Innovation & Technology Fund (#518)	9,002,614	242,700	-	8,500	251,200	9,253,814
Equipment Rental Fund (#550)	5,099,232	-	-	-	-	5,099,232
Equipment Rental Capital Fund (#560)	6,405,104	82,600	39,000	-	121,600	6,526,704
IT Capital Fund (#568)	1,169,997	22,500	-	5,000	27,500	1,197,497
Fire Pension Fund (#611)	2,326,269	-	-	-	-	2,326,269
SKHHP Fund (#654)	-	-	-	220,160	220,160	220,160
Cemetery Endowment Fund (#701)	1,862,409	-	22,442	-	22,442	1,884,851
Total	315,500,679	1,630,750	15,822,483	380,070	17,833,303	333,333,982



Interoffice Memorandum

To: City Council
From: Shelley Coleman, Finance Director
CC: Nancy Backus, Mayor
Date: May 13, 2019
Re: Ordinance #6719 – 2019-2020 Budget Amendment #2

Budget Amendment #2 is the second amendment of the City of Auburn's 2019-2020 biennial budget. The main purpose of this budget amendment of the year is to provide budgetary authorization to implement the Interlocal agreement between the City and South King Housing and Homelessness Partners (SKHHP), which was approved via Resolution 5408 in February 2019. This amendment:

- Authorizes the creation of a new agency fund (Fund 654: SKHHP);
- Appropriates the SKHHP 2019 operating budget of \$220,160; and
- Appropriates additional budget in the City's Community Development Department to hire two new staff as City employees, pay the City's portion of SKHHP shared revenues, pay additional expenses as the administering agency on behalf of SKHHP, and to collect payments from SKHHP and other parties.

To identify requested changes to each affected fund, please refer to the accompanying ***Schedule A, Summary of 2019 Budget Adjustments by Fund.***

The 2019 SKHHP operating budget is as follows:

Revenues:	
Outside Sources	\$ 68,000
Shared Revenues	<u>152,160</u>
Total	\$ 220,160
Expenditures:	
Salaries and Benefits	\$ 105,160
Operating Expenses	15,830
Admin Fee (to COA)	<u>20,920</u>
Total	\$ 141,910
Ending Fund Balance	\$ 78,250

The additional 2019 City of Auburn, Community Development Department operating budget is as follows:

Revenues (to the General Fund):	
Admin Fee (from SKHHP)	\$ 20,920
Reimbursements (from SKHHP)	<u>120,990</u>
Total	\$ 141,910
Expenditures:	
Salaries and Benefits	\$ 105,160
Operating Expenses	8,330
Interfund Charge (IT services)	7,500
Office (cubicle and furniture)	<u>4,500</u>
Total	\$ 125,490
Ending Fund Balance (General Fund)	\$ 16,420

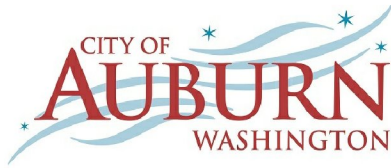
The following table summarizes the current and revised budget as a result of this amendment.

Table 1: 2019 Budget as Amended

2019 Budget as Previously Amended	\$ 332,953,912
Budget Amendment #2 (Ord #6719)	<u>380,070</u>
Budget as Amended	\$ 333,333,982

Attachments:

- ❖ 1. Proposed Ordinance #6719 (budget adjustment #2)
- ❖ 2. Summary of proposed 2019 budget adjustments by fund and department (Schedule A)
- ❖ 3. Summary of proposed changes to adopted 2019 budget by fund (Schedule B)



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5377 (Gaub)

Date:

May 13, 2019

Department:

Public Works

Attachments:

[Resolution No. 5377](#)

[Exhibits A through D](#)

[Staff Report](#)

[Vicinity Map](#)

[Cemetery Master Plan](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopts Resolution No. 5377.

Background Summary:

The City of Auburn has determined that a 60 foot section of unopened right-of-way in the vicinity SE 328th Street between 58th Avenue South and 60th Avenue South and a 30 foot section of unopened right-of-way in the vicinity of 60th Avenue South north of SE 328th Street could be vacated to further the City's master plan for Mountain View Cemetery. Therefore, a public hearing should be set to determine if said right-of-way should be vacated.

The right-of-way was dedicated to the public for street purposes with the West Auburn Five Acre Tracts on March 28th, 1907. 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 as it is currently configured does not meet the needs of the City and could be vacated. This review has also determined that while the current configuration does not meet the needs of the City and an east/west alignment between 58th Avenue South and 60th Avenue South may still be needed to meet future connection and transportation needs in the area, that alignment could be moved to the north edge of Mountain View Cemetery's northern most parcel, No. 9262800285. This would require dedication of right-of-way under a separate action and Resolution.

Resolution No. 5377, if adopted by City Council, sets the date of the public hearing for Vacation No. V1-18 for June 17, 2019.

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

Gaub

Meeting Date: May 20, 2019

Item Number:

RES.A

RESOLUTION NO. 5377

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 SE 328TH STREET AND 60TH AVENUE SOUTH.

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 60 foot right-of-way of SE 328th Street between 58th Avenue South and 60th Avenue South and a portion of the 30 foot right-of-way of 60th Avenue South north of SE 328th Street, 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 60 foot right-of-way of SE 328th Street between 58th Avenue South and 60th Avenue South and a portion of the 30 foot right-of-way of 60th Avenue South north of SE 328th Street, located within the City of Auburn, Washington, legally described as follows:

Resolution No. 5377
ROW Vacation #V1-18
April 5, 2019
Page 1

THAT PORTION OF SOUTH 328TH STREET, BEING A RIGHT OF WAY 60 FEET IN WIDTH, ACCORDING TO THE PLAT OF WEST AUBURN FIVE ACRE TRACTS AS RECORDED MARCH 28TH, 1907 IN VOLUME 15 OF PLATS, PAGE 12 IN KING COUNTY, WASHINGTON, SITUATED WITHIN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 21, NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, GENERALLY ABUTTING TRACTS 51 AND 60, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT 51 OF SAID PLAT, ALSO BEING A POINT ON THE NORTH MARGIN OF SOUTH 328TH STREET; THENCE EAST ALONG SAID NORTH MARGIN TO THE EAST MARGIN OF SOUTH 328TH STREET, ALSO BEING THE EAST LINE OF SAID SUBDIVISION AND THE WEST LINE OF PARCEL A OF CITY OF AUBURN BOUNDARY LINE ADJUSTMENT BLA15-0005 RECORDED UNDER RECORDING NO. 20151103900003, THENCE SOUTH ALONG SAID EAST MARGIN TO THE NORTHEAST CORNER OF TRACT 60, ALSO BEING A POINT ON THE SOUTH MARGIN OF SOUTH 328TH STREET, THENCE WEST ALONG SAID SOUTH MARGIN TO THE NORTHWEST CORNER OF TRACT 60; THENCE NORTH A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF AUBURN, KING COUNTY, WASHINGTON

THIS DESCRIPTION CONTAINS 37,381 SQUARE FEET, MORE OR LESS.

[Also identified as Exhibit A and depicted in Exhibit B hereto.]

TOGETHER WITH

THAT PORTION OF 60TH AVENUE SOUTH, BEING A RIGHT OF WAY 30 FEET IN WIDTH, ACCORDING TO THE PLAT OF WEST AUBURN FIVE ACRE TRACTS AS RECORDED MARCH 28TH, 1907 IN BOLUME 15 OF PLATS, PAGE 12 IN KING COUNTY, WASHINGTON, SITUATED WITHIN THE

SOUTHEAST QUARTER OF THE NORTHWEST QUARTER
OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 4 EAST,
WILLAMETTE MERIDIAN, GENERALLY ABUTTING TRACT
51, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT
51 OF SAID PLAT, ALSO BEING THE SOUTHEAST CORNER
OF THE PLAT OF MOUNTAIN VIEW NORTH, RECORDED IN
VOLUME 269 OF PLATS, PAGES 10 THROUGH 16
RECORDS OF KING COUNTY; THENCE SOUTH ALONG
THE WEST AMRGIN OF 60TH AVENUE SOUTH A DISTANCE
OF 60.00 FEET TO THE POINT OF BEGINNING, THENCE
CONTINUING ALONG SAID WEST MARGIN TH TO
SOUTHEAST CORNER OF TRACT 51, ALSO BEING A
POINT ON THE NORTH MARGIN OF SOUTH 328TH STREET,
THENCE EAST A DISTANCE OF 30.00 FEET TO THE EAST
MARGIN OF 60TH AVENUE SOUTH, ALSO BEING THE EAST
LINE OF SAID SUBDIVISION AND THE WEST LINE OF
PARCEL A OF CITY OF AUBURN BOUNDARY LINE
ADJUSTMENT BLA15-0005 RECORDED UNDER
RECORDING NO. 20151103900003; THENCE NORTH
ALONG SAID EAST MARGIN TO THE EASTERLY
EXTENSION OF A LINE PARALLEL WITH AND 60 FEET
SOUTH OF THE NORTH LINE OF SAID TRACT 51; THENCE
WEST ALONG SAID PARALLEL LINE A DISTANCE OF 30.00
FEET TO THE WEST MARGIN OF 60TH AVENUE SOUTH
AND THE POINT OF BEGINNING.

DITUATE IN THE CITY OF AUBURN, KING COUNTY,
WASHINGTON

THIS DESCRIPRITON CONTAINS 7,120 SQUARE FEET,
MORE OR LESS.

[Also identified as Exhibit C and depicted in Exhibit D hereto.]

incorporated by this reference, is set for 7:00 p.m. on the 17th day of June 2019, before the
City Council, with all persons wishing to speak to the vacation at the public hearing being
invited to attend.

Resolution No. 5377
ROW Vacation #V1-18
April 5, 2019
Page 3

Section 2. The Mayor is 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.

DATED and SIGNED this _____ day of _____, 2019.

CITY OF AUBURN

NANCY BACKUS
Mayor

Attest:

Shawn Campbell, City Clerk

Approved as to Form:

Steven L. Gross, City Attorney

Resolution No. 5377
ROW Vacation #V1-18
April 5, 2019
Page 4

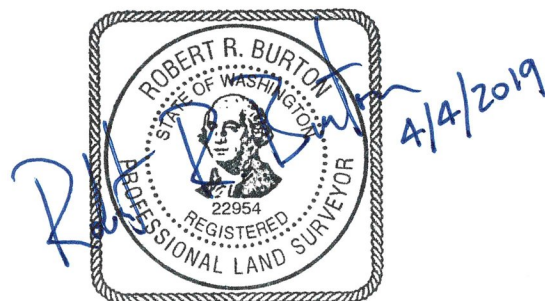
EXHIBIT A
LEGAL DESCRIPTION
VACATED SOUTH 328TH STREET

That portion of South 328th Street, being a right of way 60 feet in width, according to the Plat of West Auburn Five Acre Tracts as recorded March 28th, 1907 in Volume 15 of Plats, Page 12 in King County, Washington, situated within the northwest quarter and the southwest quarter of Section 14, Township 21 North, Range 4 East, Willamette Meridian, generally abutting Tracts 51 and 60, described as follows:

Beginning at the southwest corner of Tract 51 of said Plat, also being a point on the north margin of South 328th Street; thence East along said north margin to the east margin of South 328th Street, also being the east line of said subdivision and the west line of Parcel A of City of Auburn Boundary Line Adjustment BLA15-0005 recorded under recording no. 20151103900003, thence south along said east margin to the northeast corner of Tract 60, also being a point on the south margin of South 328th Street, thence west along said south margin to the northwest corner of Tract 60; thence north a distance of 60.00 feet to the Point of Beginning.

Situate in the City of Auburn, King County, Washington

This description contains 37,381 square feet, more or less.



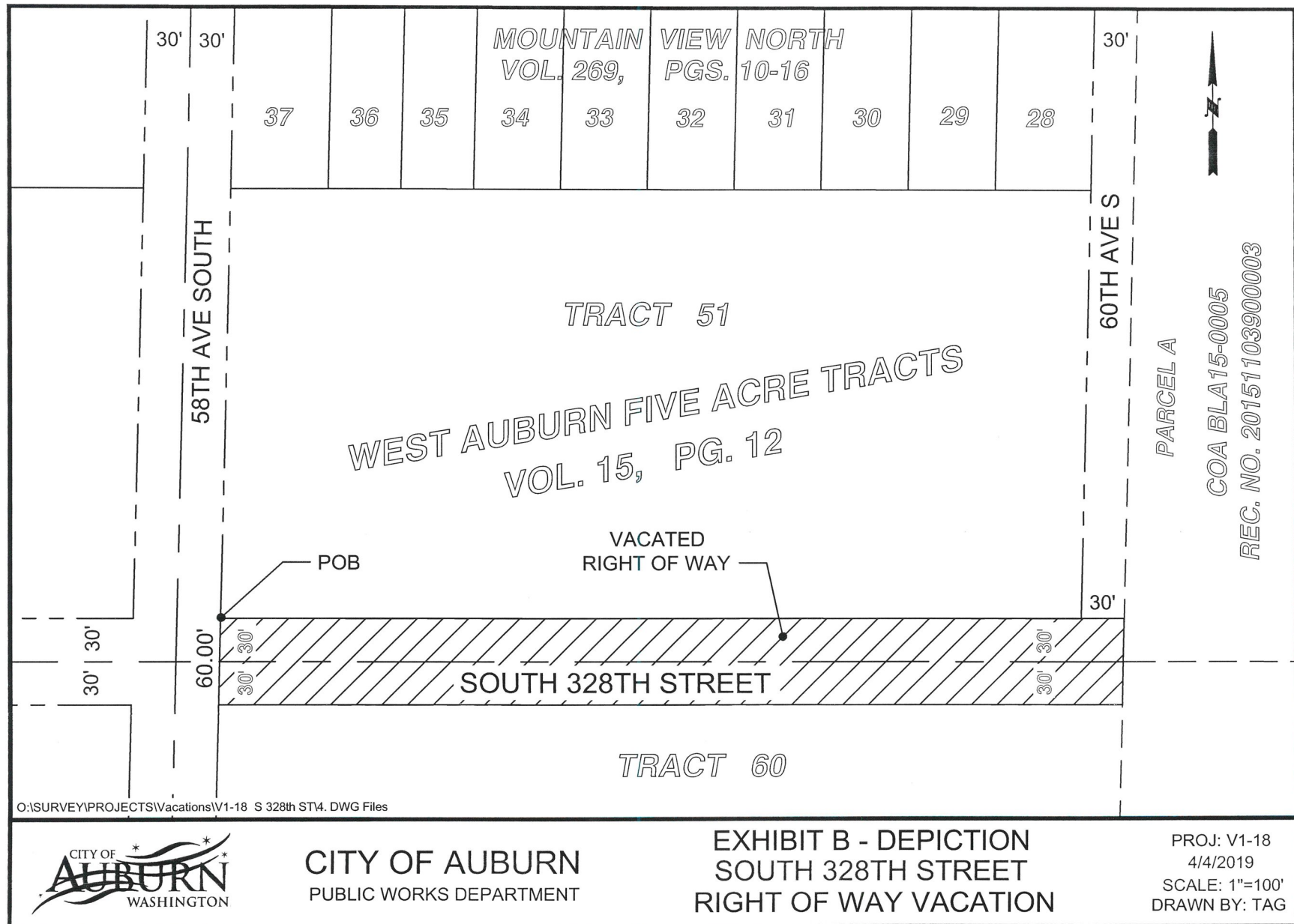


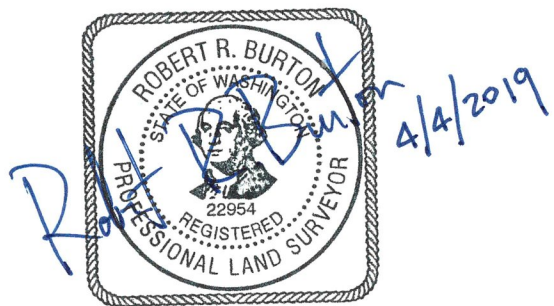
EXHIBIT C
LEGAL DESCRIPTION
VACATED 60TH AVE SOUTH

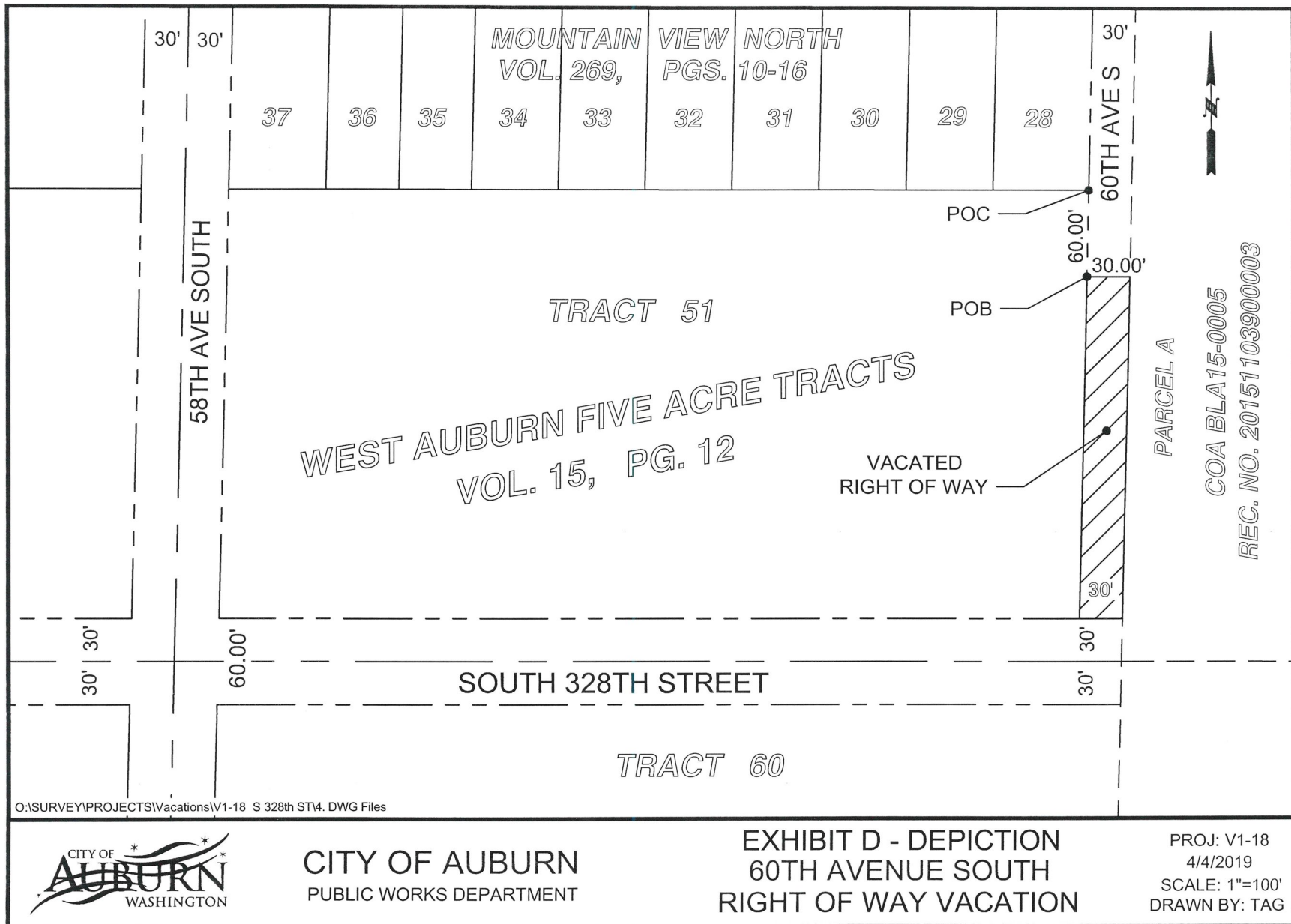
That portion of 60th Avenue South, being a right of way 30 feet in width, according to the Plat of West Auburn Five Acre Tracts as recorded March 28th, 1907 in Volume 15 of Plats, page 12 in King County, Washington, situated within the southeast quarter of the northwest quarter of Section 14, Township 21 North, Range 4 East, Willamette Meridian, generally abutting Tract 51, described as follows:

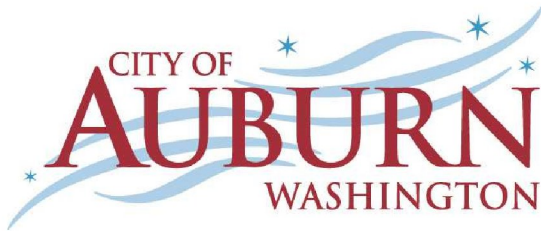
Commencing at the northeast corner of Tract 51 of said Plat, also being the southeast corner of the Plat of Mountain View North, recorded in Volume 269 of Plats, pages 10 through 16, records of King County; thence south along the west margin of 60th Avenue South a distance of 60.00 feet to the Point of Beginning, thence continuing along said west margin to the southeast corner of Tract 51, also being a point on the north margin of South 328th Street, thence east a distance of 30.00 feet to the east margin of 60th Avenue South, also being the east line of said subdivision and the west line of Parcel A of City of Auburn Boundary Line Adjustment BLA15-0005 recorded under recording no. 20151103900003; thence north along said east margin to the easterly extension of a line parallel with and 60 feet south of the north line of said Tract 51; thence west along said parallel line a distance of 30.00 feet to the west margin of 60th Avenue South and the Point of Beginning.

Situate in the City of Auburn, King County, Washington

This description contains 7,120 square feet, more or less.







RIGHT-OF-WAY VACATION STAFF REPORT

Right-of-Way (ROW) Vacation Number V1-18

Applicant: City Initiated

Property Location: Rights-of-Way located in the vicinity of the 60 foot Right-of-Way of SE 328th Street between 58th Ave South and 60th Avenue South and a portion of the 30 foot Right-of-Way of 60th Avenue South north of SE 328th Street.

Description of right-of-way:

This ROW proposed for vacation consists of a the 60 foot Right-of-Way of SE 328th Street between 58th Avenue South and 60th Avenue South and a portion of the 30 foot Right-of-Way of 60th Avenue South north of SE 328th Street. The SE 328th Street portion of ROW is adjacent to Parcel No. 9262800330, 9262800285 and 1421049011 which are owned by the City of Auburn as part of Mountain View Cemetery. The 60th Avenue South portion of ROW is adjacent to parcel No. 9262800285 and Parcel No. 1421049003 which is privately owned. The total area of ROW proposed for vacation is 44,501 (+/-) square feet.

All of the ROW was dedicated for public street purposes by the plat of West Auburn Five Acre Tracts under Recording Number 475327, Volume 15, Page 12 of Plats, records of King County on March 28, 1907. The ROW is currently unopened.

See Exhibits "A" through "D" for legal descriptions and surveys.

Proposal:

The City proposes to vacate the above described rights-of-way and dedicate a separate 60 foot alignment from the north side of Cemetery Parcel No. 9262800285 under a separate action and Resolution. This plan is in keeping with the City's 2004 master plan for Mountain View Cemetery. This proposal will eliminate the separation between cemetery parcels and keep an east/west alignment for connection between 58th Avenue South and 60th Avenue South for any proposed future need in the area.

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 furthers the City's master plan for Mt. View Cemetery.
- The street vacation decreases the right-of-way maintenance obligation of the City.
- The vacation allows the City to clean-up the parcel lines for the Mt. View Cemetery.

Discussion:

The vacation application was circulated to Puget Sound Energy (PSE), Comcast, CenturyLink, Lakehaven Water and Sewer District 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 not appear to be existing PSE electric or gas facilities located within the proposed right-of-way vacation area.
2. Comcast – Comcast has no objection to the proposed vacation.

3. CenturyLink – CenturyLink currently has underground communications facilities in the portion of SE 328th Street that is proposed for vacation and will require and easement be reserved.
4. Lakehaven Water and Sewer District – Lakehaven has no comment on the proposed ROW vacation, as based on the submittal it appears no existing and/or future Lakehaven water system facilities will be required, desired, or affected by the proposed land use action.
5. Parks – The Parks Department supports of the vacation as it furthers the City's master plan for Mountain View Cemetery.
6. Water – No comments.
7. Sewer – No comments.
8. Storm –No comments.
9. Transportation – Transportation supports the vacation with the condition that an equivalent east/west alignment be dedicated from Mountain View Cemetery's northern most parcel between 58th Avenue South and 60th Avenue South to accommodate any future transportation needs in the area.
10. Planning – No comments.
11. Fire – No comments.
12. Police – No comments.
13. Streets – No comments.
14. Construction –No comments.
15. 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.

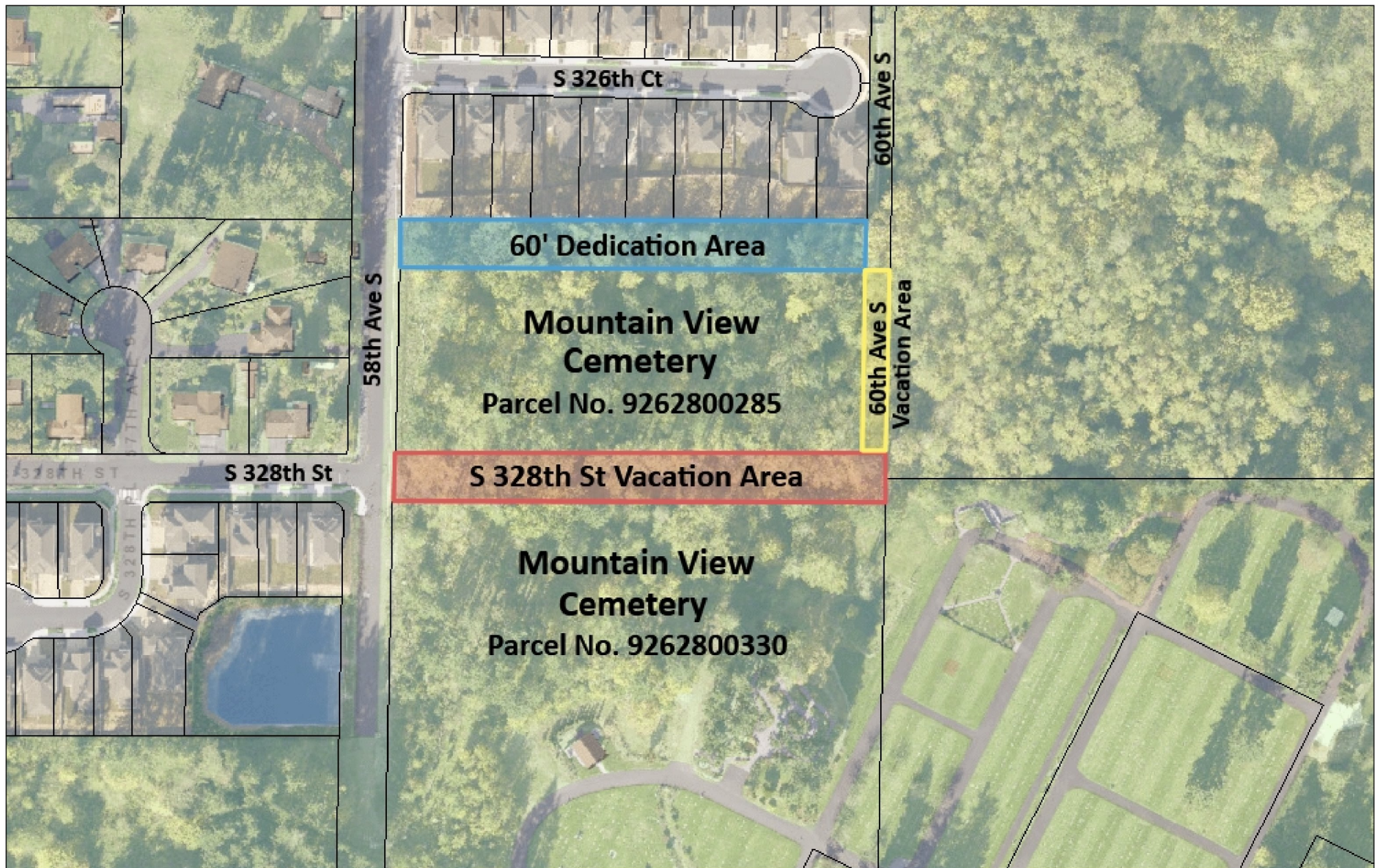
Recommendation:

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

1. The City shall dedicate a separate 60 foot alignment from the north boundary of Cemetery Parcel No. 9262800285 under a separate action and Resolution.
2. A public utility easement shall be reserved for CenturyLink Communications facilities along the entire length and width of the portion of vacated ROW of South 328th Street.

ROW Vacation #V1-18 Vicinity Map

Printed Date: 4/11/2019
Map Created by City of Auburn eGIS
Imagery Date: May 2015



333.3 0 166.7 333.3 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 167 ft

1:2,000

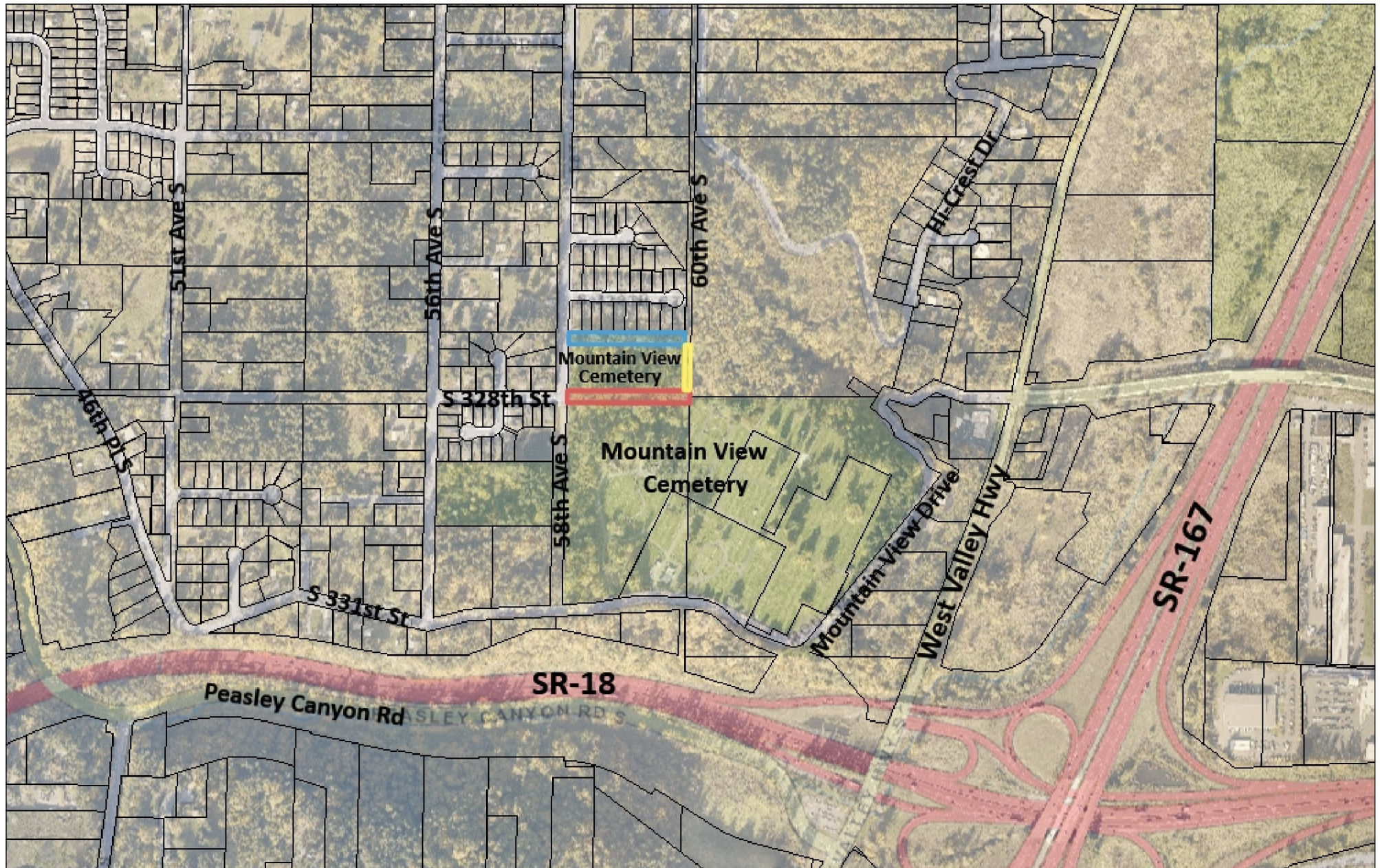


Page 174 of 227

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.

ROW Vacation #V1-18 Vicinity Map 2

Printed Date: 4/11/2019
Map Created by City of Auburn eGIS
Imagery Date: May 2015



1,333.3 0 666.7 1,333.3 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 667 ft

1:8,000



Page 175 of 227

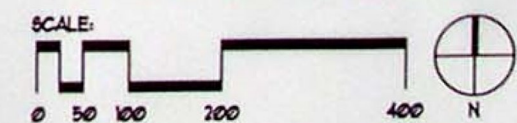
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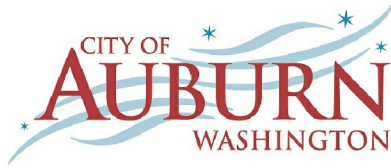


MOUNTAIN VIEW CEMETERY MASTER PLAN UPDATE • 2004

**CITY OF AUBURN
PARKS AND RECREATION**

JGM
LANDSCAPE ARCHITECTS
INCORPORATED P.S.





AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5424 (Gross)

Date:

May 14, 2019

Department:

City Attorney

Attachments:

[Resolution No. 5424](#)

[Resolution 5424 Exh. A](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For Council discussion of the amendments to the Fee Schedule.

Background Summary:

This matter was discussed with Council at the May 13, 2019 Study Session. It is a "housekeeping" amendment. No changes to the amount of the fees are proposed.

There is one substantive change: Public Works requests a change to the Airport month-to-month tie down Lease requirements. Currently, the Airport charges first and last months' rent. Because in some cases those tenants pay their rent, but then leave before the end of the month, the City is required to issue a refund. Staff believes that the convenience of not needing to issue a refund outweighs the small risk that someone will not pay their last months' rent. Not charging last months' rent for tie down space is a common practice at other airports in the region.

The City has been moving administrative fees from the city code to the Fee schedule. This makes fees easier for users to find.

In this case, some of the fees were in both the code and the fee schedule, and some just needed to be moved. A companion ordinance deletes them from the code, and this resolution adds them to the fee schedule.

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

Gross

Meeting Date: May 20, 2019

Item Number:

RES.B

RESOLUTION NO. 5424

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AMENDING THE CITY'S FEE
SCHEDULE

WHEREAS, the City's Master Fee Schedule was most recently amended by Resolution 5413 in March, 2019; and,

WHEREAS, in reviewing the Municipal Code, staff identified additional provisions that should properly be included in the Fee Schedule.

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

Section 1. The Master Fee Schedule is amended as shown in Exhibit A. Those provisions of the Master Fee Schedule that are not specifically amended in this Resolution remain in full force and effect.

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

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

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Steven L. Gross, City Attorney

5. Franchise Agreements: (Per Ordinance No. 6546, Resolution No. 5114, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, ~~and~~ Resolution No. 5413 and Resolution 5424.)

Application/Renewal/Amendment Application Fee (ACC 13.36.040, ACC 20.06.120, ACC 20.06.130)	\$5,300.00 Nonrefundable Initial Fee + plus the City's actual costs incurred in excess of \$5,300.00. Initial Fee is due at time of application any additional costs beyond the initial fee is due prior to the effective date of the agreement.
Annual Administration Fee (ACC 20.04.170)	Actual City Costs
Annual CATV Franchise Fee (ACC 13.36.230)	5% of Gross Revenue for the prior three months.
Other Annual Franchise Fee (ACC 20.06.100)	Statutorily Permissible Percent of Gross Revenue
Small Wireless Facility Siting and Construction Permit Application Fee (ACC 20.02.010, ACC 20.14.020)	\$500.00 for Existing, Relocated, or Replaced Structure for up to five sites or \$1,000.00 for each New Structure (These fees include all City permitting costs except the Franchise Application/Renewal/Amendment and Administration Fee.)
<u>Late Payment. In the event any quarterly payment is made after noon on the date 10 days after the date due</u>	<u>\$25.00 or simple interest at 12% annually on the total amount past due</u>
<u>Assignment or transfer of Franchise</u>	<u>\$75.00</u>

6. Public Way Agreements: (Per Ordinance No. 6546, Resolution No. 5114, Resolution No. 5319, ~~and~~ Resolution No. 5388 and Resolution 5424.)

Application/Renewal Application Fee (ACC 20.04.020, ACC 20.04.120)	\$5,300.00 nonrefundable Initial Fee + plus the City's actual costs incurred in excess of \$5,300.00. Initial Fee is due at time of application any additional costs beyond the initial fee is due prior to the effective date of the agreement.
Annual Fee (ACC 20.04.170)	Actual City Costs
<u>Assignment of Public Way Agreement</u>	<u>\$75.00</u>

9. Other Utility Fees: (Per Ordinance No. 5819, Ordinance No. 5944, Resolution No. 3797, Resolution No. 3953, Resolution No. 4424, Resolution No. 5114, Resolution No. 5134, Resolution No. 5255, Resolution No. 5319, ~~and~~ Resolution No. 5388, and Resolution No. 5424, .)

Fireline Connection Permit	\$145.00
Hydrant Installation Permit and Inspection Fee	\$250.00
Hydrant Use Monthly Rate (applies to Type A and B permits): 3-inch water meter monthly rate, plus Actual usage at Commercial water rate	Per Current Utility Rate Schedule
Fire Hydrant Meter Wrench Fee (Type A Permit) ⁽¹⁾	\$45.00

Hydrant Meter with RPBA, Valve, and Wrench (Type B Permit) – Refundable Deposit ⁽²⁾	\$2,110.00
<u>Dedicated Hydrant Use and Hydrant Meter Penalties and Charges</u>	
<u>Failure to record “Start” read properly^(2a)</u>	<u>\$250.00</u>
<u>Failure to record “Finish” read properly^(2a)</u>	<u>\$250.00</u>
<u>Failure to submit monthly water consumption report to the city^(2b)</u>	<u>\$10.00</u>
<u>Nonpayment of bill within 10 calendar days of reminder notice^(2b)</u>	<u>\$10.00</u>
<u>Non-return of hydrant meter with RPBA assembly after request for return^(2b)</u>	<u>\$10.00</u>
<u>Using a hydrant without hydrant operator training documentation on hand^(2a)</u>	<u>\$50.00</u>
<u>Using a hydrant without operator training documentation^(2a)</u>	<u>\$250.00</u>
<u>Using a hydrant without permit documentation on hand^(2a)</u>	<u>\$50.00</u>
<u>Using a hydrant without permit documentation^(2a)</u>	<u>\$250.00</u>
<u>Loaning out a hydrant meter with RPBA assembly to an unauthorized party^(2a)</u>	<u>\$250.00</u>
<u>Using a tool other than the city-supplied hydrant wrench to operate a hydrant^(2a)</u>	<u>\$50.00</u>
<u>Damage to hydrant or infrastructure</u>	<u>Complete reimbursement to the city for repair or replacement</u>
<u>Nonresponse to revocation of permit or trained hydrant operator certificate^(2b)</u>	<u>\$10.00</u>
<u>Disassembly or tampering of hydrant, hydrant meter assembly or hydrant meter with RPBA assembly^(2a)</u>	<u>\$250.00</u>
Water Use Charge for Unreturned Hydrant Meter (if equipment not returned for final reading)	\$720.00
Water Meter Test Fee, 2” or less	\$230.00
Water Meter Test Fee, greater than 2”	At Actual Cost
Water Meter Removal Fee (3/4” to 1”) – (service line remains)	\$320.00
Water Meter Removal Fee (1-1/2” to 2”) – (service line remains)	\$640.00
Water Meter Removal Fee (3” and larger) – (service line remains)	At Actual Cost
Water Service Abandonment Permit (City abandons at main, removes meter and box)	\$3,080.00
Water Meter Relocation Permit by City	Same as Water Service Installation Permit Fee, see 8.a.
Meter Damage/Tamper Repair Permit	\$500.00 plus Meter Cost, if applicable
Water Service Alteration/Repair Permit on Private Property (by Applicant)	\$85.00
Backflow Permit for Premises Isolation (internal or external)	\$85.00
Hydraulic Modeling	At Actual Cost, \$3,000.00 Deposit
King County Right-of-Way Permit	At Actual Cost, \$1,000.00 Deposit
Hourly Rate for Negotiation, Development, Administration, and Execution of Special Agreements for Utility Service (Franchise Agreements, Service Area Agreements)	\$100.00

Re-Locate Fee (if <45 days from initial locates)	\$210.00
Side Sewer Repair Permit on Private Property	\$85.00
Side Sewer Repair Permit in Right-of-Way ⁽³⁾	\$165.00
Demolition Cap Permit (cap side sewer before building demolition)	\$85.00
Side Sewer Relocation/Replacement Permit	\$135.00
Oil/Water Separator Permit	\$210.00
Grease Interceptor Permit ⁽³⁾	\$210.00
Storm Drainage Repair Permit – Existing Private System on Private Property	\$85.00
Storm Drainage Repair Permit – Existing System in Public Right-of-Way/Easement ⁽³⁾	\$165.00
Utilities Payback Administration Fees:	
Application Fee ⁽⁴⁾ :	
Base Fee (BF)	\$2,100.00
Per Benefited Parcel (BP)	\$50.00
<i>Application Fee Calculation = BF + (BP x Number of Benefited Parcels)</i>	
Payment Processing Fee (per parcel) ⁽⁵⁾	\$100.00
Outside Professional Services, including Area of Special Benefit Analysis	Time & Materials
Convenience shut off	\$25.00
Delinquent shut off	\$25.00
Late charge	1% per month of outstanding bill or \$15.00 minimum, whichever is greater
Unauthorized turn on/off	\$60.00
Delinquent meter pull	\$65.00
Unauthorized fire line or water hook up	\$100.00 a day fine from date of discovery
Refusal of access per day	\$30.00
Closing final read	\$30.00
New account setup	\$25.00
Bill tenant	\$25.00
After-hours water turn on/off	\$30.00
Escrow estimates	\$25.00

⁽¹⁾Non-refundable fee. Wrench is only for withdrawing water at City-designated hydrant fill stations. Applicant will be charged the Hydrant Use Monthly Rate and all monthly reported water use at Commercial water rates until applicant notifies City that applicant is no longer using water from City-designated hydrants.

⁽²⁾Each year, the hydrant meter with RPBA, Valve, and Wrench must be returned to City for annual maintenance and testing no later than the date specified by the City at the time of application. **The deposit amount will be forfeited if the equipment is not returned to the City by the deadline.** If needed, the City will re-issue a hydrant meter to the applicant under the same permit. In that instance, the applicant will be billed for any damages to the returned meter; the deposit will be applied to the re-issued hydrant meter. Upon final return of the equipment to the City, the cost of repairing any damages will be deducted from the deposit.

^(2a)[Maximum penalty, per day, location, violator and incident.](#)

^(2b)[Per calendar day.](#)

⁽³⁾If repair or new construction requires work within City right-of-way, including a new connection to the City's system, a Construction Permit (EXC - see Section 11) is required in addition to the permit.

⁽⁴⁾Payback Agreement Application Fee includes recording and mailing costs.

⁽⁵⁾ Fee to be deducted from the amount due to the developer when payback is collected for a parcel.

K. ECONOMIC DEVELOPMENT FEES (*per Resolution No. 5388*)

COMMERCIAL PARKING LOT FEES

<u>LOT</u>	<u>NON-PROFIT ORGANIZATION</u> (must submit IRS status with application)	<u>OTHER ORGANIZATION</u>
	*\$250 minimum flat fee + additional per space / daily fee	
Lot 1 – Kiss & Ride (21 stalls)	\$0 / per space / per day	\$2.50 / per space / per day
Lot 2 – 11 A St NW (47 stalls)	\$0 / per space / per day	\$2.50 / per space / per day
Lot 3 – Mel's Lot (120 stalls)	\$0 / per space / per day	\$2.50 / per space / per day
Lot 4 – B St (60 stalls)	\$0 / per space / per day	\$1.50 / per space / per day
Lot 5 – Safeway (122 stalls)	\$0 / per space / per day	\$1.50 / per space / per day
Lot 6 – D St (20 stalls)	\$0 / per space / per day	\$1.00 / per space / per day

Facilities Lease Fees

Lease Application Fee: \$500.00

Lease Renewal Fee: \$500.00

Assignment of Lease \$75.00

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

1. Lease Fees

Lease Type:

Open G-D	\$217.00
Open C	\$258.00
Closed J	\$389.00
Closed H	\$414.00
Closed Y & Z	\$480.00
Closed Y1 & Z22	\$618.00
Outside Tiedowns	\$83.00
Storage Rows H-D	\$139.00
Storage Units (185 sq. ft. – Buildings Y&Z)	\$123.00
Storage Units (298 sq. ft.)	\$149.00

Storage Units (380 sq. ft. – Buildings Y&Z) \$188.00

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

The above lease and security surcharge amounts are subject to applicable leasehold taxes, which shall be paid by the tenant. The total charges, including the above lease rates plus lease hold tax and surcharge shall be reflected in monthly billing rates. Tenants shall be given notice as required by Ordinance or lease agreements. The Airport Lease rates shall be effective January 1, 2019.

Payments. Payments are due on the first of each month, past due as of the 5th and late as of the 15th. Payments not received by the 15th incur a \$25.00 late fee. Payments not received after 30 days from the due date incur an additional \$25.00 delinquency fee each month payment is delinquent.

Automatic gate electronic cards. One automatic gate electronic card will be issued to each City rental tenant free of charge. Any additional electronic cards requested by a tenant are subject to a \$25.00 fee. A \$15.00 fee refund applies to all serviceable returned cards. An additional \$25.00 replacement fee will be assessed against the tenant for all lost or damaged electronic cards. All electronic cards must be returned to the airport at the time of lease expiration.

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

2. Daily Transient Parking (overnight)

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

3. Base Parking Fee – Designated Spaces

A base vehicle parking fee of \$63.00 per month per designated space is charged. There are ten designated spaces available on a first come basis for pilots to park or store a vehicle for an extended period of time. All airport rules and regulations apply. A Vehicle Storage Permit must be completed and appropriate fees paid. The storage of vehicles is for convenience for the users of the Auburn Airport and is month-to-month.

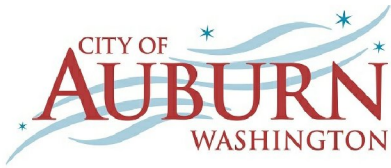
4. Additional Airport Fees

Gate Cards (each lease gets one card at no charge. Additional cards cost \$25.00. A \$15.00 refund applies to all serviceable returned cards.) Limit 2 Cards per space.

Annual Aeronautical Business License	\$250.00
Hangar Waitlist Fee	\$50.00

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

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5426 (Pierson)

Date:

May 15, 2019

Department:

Police

Attachments:

[Resolution 5426 Auto Theft Task Force](#)

[PSATT Interlocal Cooperative Agreement](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Council to authorize the Mayor to sign the revised agreement.

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

Pierson

Meeting Date: May 20, 2019

Item Number:

RES.C

RESOLUTION NO. 5426

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE AN AMENDED AND RESTATED INTERLOCAL
AGREEMENT FOR THE PUGET SOUND AUTO THEFT
TASK FORCE

WHEREAS, the City Council adopted Resolution 5303 on June 28, 2019, which renewed and updated a previous cooperative agreement for the Puget Sound Auto Theft Task Force (“PSATT”); and,

WHEREAS, the Cities of Puyallup and Redmond, and the Port of Seattle, wish to join the Task Force; and,

WHEREAS, adding these jurisdictions requires an amendment to the Interlocal Agreement.

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

Section 1. The Mayor is authorized to execute an Amended and Restated Interlocal Agreement among the City and the Washington State Patrol, Pierce County Sheriff’s Office, King County Prosecutor’s Office, the Cities of Bonney Lake, Federal Way, Lakewood, Puyallup, Redmond, and Tukwila, and the Port of Seattle, which agreement will be in substantial conformity with the agreement attached as Exhibit A.

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

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

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Steven L. Gross, City Attorney

AMENDED AND RESTATED INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

THE WASHINGTON STATE PATROL, PIERCE COUNTY SHERIFF'S OFFICE, KING COUNTY PROSECUTOR'S OFFICE, AND THE MUNICIPALITIES OF AUBURN, BONNEY LAKE, FEDERAL WAY, LAKEWOOD, PUYALLUP, REDMOND, TACOMA, TUKWILA, AND THE PORT OF SEATTLE FOR THE CREATION AND MAINTENANCE OF THE PUGET SOUND AUTO THEFT TASK-FORCE.

This Amended and Restated Interlocal Cooperative Agreement ("Agreement") amends and restates the Interlocal Cooperative Agreement between the Washington State Patrol, Pierce County Sheriff's Office, King County Prosecutor's Office, and the Municipalities of Auburn, Bonney Lake, Federal Way, Lakewood, Tacoma, and Tukwila for the Creation of the Puget Sound Auto Theft-Task Force, effective January 25, 2018, to add the Municipalities of Puyallup, Redmond, and the Port of Seattle to the Agreement.

I. PARTIES

The parties to this Agreement are the Washington State Patrol, Pierce County Sheriff's Office, King County Prosecutor's Office, and the Municipalities of Auburn, Bonney Lake, Federal Way, Lakewood, Puyallup, Redmond, Tacoma, Tukwila, and the Port of Seattle, each of which is a state, county, or municipal corporation operating under the laws of the State of Washington.

II. AUTHORITY

This Agreement is entered into pursuant to Chapters 10.93 and 39.34 of the Revised Code of Washington.

III. PURPOSE

The parties to this Agreement wish to establish and maintain a multi-jurisdictional team to effectively investigate and enforce the laws relating to auto theft. This Agreement is intended to replace previously executed interlocal agreements that were established for the ACE and P.A.T.R.O.L. Auto Theft Task Forces related to the WATPA grant awards. This Agreement does not replace any previously executed interlocal agreements by the parties to provide backup law enforcement services. This team shall be referred to as the Puget Sound Auto Theft Task-Force. The parties do not intend to create through, this agreement, a separate legal entity subject to suit.

IV. FORMATION

There is hereby created a multi-jurisdictional team to be hereafter known as the Puget Sound Auto Theft Task-Force, by the parties (hereafter referred to as participating jurisdictions) to this Agreement.

V. STATEMENT OF PROBLEM

The Washington State Legislature has recognized that automobiles are an essential part of our everyday lives. The family car is typically the second largest investment a person owns, the theft of which causes a significant loss and inconvenience to people, imposes financial hardship, and negatively impacts their work, school, and personal activities. Appropriate, meaningful, and proportionate penalties should be imposed on those who steal motor vehicles.

King County, Pierce County, and the municipalities therein have experienced an increase in urbanization and population densities resulting in an increase in crime associated with auto theft. This has stretched the resources of individual police department investigative units.

Historically, law enforcement efforts focused on auto theft have been predominately conducted by agencies working independently. A multi-jurisdictional effort to handle auto theft investigations has many benefits, including: the more effective use of personnel, improved utilization of funds, reduced duplication of equipment, improved training, development of specialized expertise, and improved information sharing. This results in improved services for all participating jurisdictions and increased safety for the communities they serve through improved auto theft prosecution.

VI. TASK FORCE OBJECTIVES

The assigned personnel from each participating jurisdiction will form the Puget Sound Auto Theft Task-Force, which will serve the combined service areas of all the participating jurisdictions. The Task Force may also provide assistance to other law enforcement agencies that are not participating jurisdictions pursuant to chapter 10.93 RCW.

The Task Force's objective is to provide enhanced and more efficient use of personnel, equipment, budgeted funds, and training to investigate and aid in the prosecution of prolific or organized auto theft crimes. The Task Force may respond as able, and as approved by the Task Force Supervisors or Commander, to requests for assistance by any participating jurisdiction or by other law enforcement agencies pursuant to chapter 10.93 RCW.

VII. DURATION AND TERMINATION

The term of this Agreement shall be one (1) year, effective upon its adoption and consistent with the Washington Auto Theft Prevention Authority (WATPA) grant period. This Agreement shall

automatically extend for consecutive one (1) year terms conditioned upon the receipt of funding through the WATPA grant process.

A participating jurisdiction may withdraw from this agreement by providing thirty (30) days' written notice of its withdrawal to the other participating jurisdictions. A participating jurisdiction's withdrawal prior to the WATPA grant's expiration will be ineligible for related grant funds beyond reimbursement for approved grant expenditures that accrued prior to the participating jurisdiction's withdrawal.

A majority vote of the Board may terminate the Task Force. Any vote for termination shall occur only when the Department Head, or his or her designee, of each participating jurisdiction was given reasonable advance notice of the meeting in which such vote is taken and reasonable advance notice that a vote to terminate the Task Force would be coming before the Board at the meeting.

The participating jurisdictions may completely terminate this agreement by mutual agreement in writing.

Termination of this Agreement or the withdrawal of a party shall not extinguish those obligations described in paragraph XVIII of this Agreement with respect to the withdrawing party as to any incident occurring before the withdrawal of the party. Those obligations described in paragraph XVIII shall survive the termination of this Agreement with respect to any cause of action, claim or liability arising on or prior to the date of termination.

VIII. GOVERNANCE

The City of Federal Way, through its Police Department, shall serve as the Lead Administrative Agency for purposes of this Agreement. The other participating agencies are sub-recipients. The Lead Administrative Agency shall be responsible for establishing proper accounting procedures, an audit-trail, and the collection and provision of required reports and statistics. Sub-recipients shall submit to the Lead Administrative Agency all bills for reimbursement to ensure that those bills comply with grant policies and regulations prior to the Lead Agency submitting all reimbursements together to WATPA for payment.

The Task Force shall be governed by an Executive Board ("Board") composed of one member from each participating jurisdiction that has at least one full-time employee assigned to the Task Force ("Board Member"). Each Department Head shall have an equal vote and voice on all Board decisions. All Board decisions shall be made by a majority vote of the Board Members, or their designees, appearing at the meeting where the decision is made. A quorum of the Board must be present for any vote to be valid. A presiding officer shall be elected by the Board together with such other officers as a majority of the Board may deem appropriate.

The Board shall meet quarterly, unless otherwise determined by the Board. Any Board Member may call extra meetings as appropriate. The presiding officer shall provide no less than forty-eight (48) hours' notice of all meetings to all members of the Board; PROVIDED, however, that in emergency situations, the presiding officer may conduct a telephonic meeting or a poll of individual Board Members to resolve any issues related to such emergency.

The Board may, at its discretion, adopt policies, regulations, and operational procedures that shall apply to Task Force operations. If adopted, the Task Force written policies, regulations, and operational procedures shall apply to all operations. Officers assigned to the Task Force remain employees of their employing agency and are subject to the policies of their employing agency. To the extent that the written policies, regulations, and operational procedures of the Task Force conflict with the written policies, regulations, and operational procedures of the individual jurisdictions, the Task Force members will adhere to the written policies, regulations, and procedures of their employing agency.

IX. COMMAND AND CONTROL

In the event of a mobilizing incident, the primarily responsible agency will be the agency in whose jurisdiction the incident has occurred. The primarily responsible agency shall appoint a command level officer to serve as Incident Commander to be the officer in charge of the local event. The Incident Commander retains full authority and control throughout the incident and shall make any decision as to the resolution of the incident.

X. TASK FORCE STAFF

Upon adoption of this Agreement, the staff listed below shall be assigned and serve at the pleasure of the Board. The Board shall have authority to determine which participating jurisdictions will contribute staff and shall have authority to approve of staff assigned by a party. The Board may change, eliminate, or add staff positions as deemed appropriate. The Board shall, to the best of its ability, determine which participating jurisdictions may provide staff for the various positions during the previous year's budget cycle. A staff member of the Task Force may be removed from his or her position for any reason by majority vote of the Board or by the chief/sheriff of his or her employing jurisdiction. All Task Force staff members shall be in good standing with their employing jurisdiction at all times during their service on the Task Force.

Commander: A Task Force Commander, with the rank of Commander or Captain (or command level equivalent) from his/her employing jurisdiction shall be appointed by the Board. The Commander shall act as the principal liaison between the Board and Task Force staff. The Commander shall operate under the direction of the presiding officer of the Board. The

Commander shall be responsible for informing the Board on all matters relating to the function, expenditures, accomplishments, and challenges of the Task Force.

The Commander shall prepare monthly written reports to the Board on the actions, progress, and finances of the Task Force. The Commander shall be responsible for presenting any policies, regulations, and operational procedures and revisions for Board review and approval.

Task Force Supervisor: The Task Force shall have two (2) Supervisors with the rank of Sergeant or equivalent from their respective employing jurisdiction; one (1) supervisor position will be funded by WATPA and appointed by the Board, and one (1) non-WATPA-funded supervisor positions will be provided by the Washington State Patrol. The Task Force Supervisors shall act as the first level supervisors for the Task Force and shall report directly to the Commander.

Task Force Detective: The Task Force shall have seven (7) WATPA-funded detectives assigned from participating jurisdictions that are appointed by the Board and four (4) non-WATPA-funded detectives provided by WSP.

Crime Analyst: The Task Force shall have one (1) WATPA-funded crime analyst provided by one of the participating jurisdictions.

Prosecutor: The Task Force shall have one (1) prosecuting attorney provided by the King County Prosecutor's Office to provide direct access to legal support for improved communication and prosecution of auto theft cases investigated by the Task Force.

Pursuant to RCW 10.93.040, personnel assigned to the Task Force shall be considered employees of the employing jurisdiction, which shall be solely and exclusively responsible for that employee. All rights, duties and obligations of the employer shall remain with the employing jurisdiction. Each participating jurisdiction will comply with all applicable employment laws and any applicable collective bargaining agreements or civil service rules and regulations.

XI. EQUIPMENT, TRAINING, AND BUDGET

Equipment, training, and eligible expenses will be paid by the Task Force as provided in the WATPA grant through the Lead Administrative Agency's finance department. A participating jurisdiction that incurs expenses not provided in the WATPA grant is responsible for those expenses. As provided in the WATPA grant, each participating jurisdiction shall provide a monthly expenditure invoice to the Lead Administrative Agency's finance department documenting those expenses that are eligible for reimbursement through the WATPA grant.

Each participating jurisdiction will provide a vehicle for each full-time Employee assigned by that participating jurisdiction to the Puget Sound Auto Theft Task-Force. The participating jurisdiction is responsible for maintenance of vehicles provided to its employees assigned to the

Task Force.

XII. OVERTIME

Overtime funds shall not exceed the amount budgeted in the WATPA grant award. A Task Force supervisor must pre-approve overtime expenditures. Overtime is eligible for reimbursement only if: (1) a Task Force supervisor authorized the overtime; (2) the overtime activity is specifically related to auto theft prevention efforts; and, (3) WATPA funds are available. When the budgeted overtime funds are depleted, no overtime expenditures will be authorized by the Puget Sound Auto Theft Task-Force or WATPA. For this reason, available funds for reimbursement will be distributed according to the applicable provisions of the Task Force Policy Manual until those funds are depleted. The Task Force Policy Manual is a document that will describe the operational procedures for the task force. If the WATPA overtime funds are depleted, overtime incurred by a Task Force staff member shall be the responsibility of the employing jurisdiction.

XIII. REIMBURSEMENT OF FUNDS

Participating jurisdictions requesting reimbursement for approved expenditures must submit appropriate invoices and itemized receipts monthly, and no more frequently than once each month, for actual expenses. Each reimbursement request must contain a completed reimbursement request expenditure form. Reimbursements will be made for actual expenses based upon the available budgeted amounts provided in the WATPA grant award. The participating jurisdiction is responsible for timely submittal of billing documentation and data reporting to the Lead Administrative Agency. Expenditures made prior to the award date or after the grant expiration date are not authorized and will not be reimbursed.

WATPA will reimburse participating jurisdictions upon submittal of billing documentation, as outlined in the WATPA grant award. Requests for reimbursement for per diem (meal and travel expenditures) must be accompanied by an itemized receipt detailing the item purchased. Copies of timesheets are required for overtime reimbursement. Reimbursement will be made only up to the amount of the limit of the award as indicated in the WATPA grant award. Any cost above and beyond the award limit will be the responsibility of the employing jurisdiction.

XIV. RECORDS

Each party shall maintain records related to the Puget Sound Auto Theft Task-Force in conformance with the Washington State Secretary of State's records retention schedule or the participating jurisdiction's unique records retention schedule (so long as such unique retention schedule meets or exceeds the requirements of state law). All records kept by a participating jurisdiction shall be available for full inspection and copying by any other participating jurisdiction.

Records related to the Puget Sound Auto Theft Task-Force include but are not limited to bi-annual WATPA reporting, invoices, and requests for reimbursement along with supporting documentation.

Any party that receives a Public Records Act request for records related to the Puget Sound Auto Theft Task-Force shall notify within two business-days every other participating jurisdiction to this Agreement of the request. All participating jurisdictions will search their records to locate and produce responsive documents.

Criminal investigation reports generated by the Puget Sound Auto Theft Task-Force will be maintained in the records systems of the employing jurisdiction of the primary Task Force staff member who created the report. The primary investigator of an incident or case may include in his or her report supplemental reports that are also filed with another agency by Task Force members.

XV. POLITICAL ACTIVITIES PROHIBITED

No government funds, including WATPA award funds, may be used for or against ballot measures or the candidacy of any person for public office.

XVI. DISTRIBUTION OF ASSETS UPON TERMINATION

Upon termination of this Agreement, any assets acquired by the Puget Sound Auto Theft Task-Force with grant funds shall be distributed by the Board upon a majority vote of all Board members or their designees.

XVII. PRESS RELEASES

All press releases related to Puget Sound Auto Theft Task-Force activity must be authorized by the Task Force Commander, who will coordinate the press release with the police agencies in whose jurisdictions the incident has taken place. In the event that a press release is associated with a public service announcement or public outreach efforts, the Task Force Commander will coordinate the press release with the Board.

XVIII. LIABILITY AND INDEMNIFICATION

The Task Force staff assigned by the employing jurisdiction shall continue under the employment of that jurisdiction for purposes of any losses, claims, damages, or liabilities arising out of or related to the services provided to the Task Force or the activities of the Task Force. Each participating jurisdiction agrees to hold harmless, defend, and indemnify the other participating jurisdictions in the Task Force in any action arising from the negligence of the employees of that jurisdiction including all costs of defense including attorney's fees.

- A. Collective Representation and Defense. The jurisdictions may retain joint legal counsel to collectively represent and defend the jurisdictions in any legal action. In the event a jurisdiction does not agree to joint representation, that jurisdiction shall be solely responsible for all attorney

fees accrued for its individual representation or defense. The jurisdictions and their respective defense counsel shall make a good faith attempt to cooperate with other participating jurisdictions. Cooperation includes, but is not limited to, providing all documentation requested and making Task Force members available for depositions, discovery, settlement conferences, strategy meetings, and trial.

B. Insurance. Each participating jurisdiction shall maintain adequate insurance through the commercial insurance market, an insurance pool, self-insurance, or a combination thereof. The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this Agreement shall not relieve any participating jurisdiction from its obligations under this Agreement.

XIX. NOTICE OF CLAIMS, LAWSUITS, AND SETTLEMENTS

In the event a claim is filed or lawsuit is brought against a participating jurisdiction or its employees for actions arising out of its conduct in support of Task Force operations, that jurisdiction shall promptly notify the other participating jurisdictions of the claim or lawsuit. Any documentation, including the claim or legal complaints, shall be provided to each participating jurisdiction within ten (10) days.

XX. PRE-CLAIM FILING REQUIREMENTS

Section XIX of this Agreement requires that the jurisdiction receiving a claim or lawsuit notify the other jurisdictions of the claim or lawsuit and provide documentation of that claim or lawsuit to the other jurisdictions. Nothing in this Agreement shall be deemed a waiver by any participating jurisdiction of the requirements set forth in Chapters 4.92 and 4.96 RCW, and the fact that a participating jurisdiction provides notice or copies of a claim to another jurisdiction shall not be deemed compliance with the requirement that a party who files suit against a jurisdiction first file a claim with the jurisdiction in accordance with Chapters 4.92 and 4.96 RCW. Moreover, nothing in this Agreement shall be deemed acceptance of service of a lawsuit, and the fact that a participating jurisdiction provides notice or copies of a lawsuit to another jurisdiction shall not be deemed adequate service of such lawsuit in accordance with the state or federal Rules of Civil Procedure or the Revised Code of Washington.

XXI. WRITTEN CONSENT TO ENFORCE TRAFFIC AND CRIMINAL LAWS

Pursuant to Chapter 10.93 RCW, this Agreement shall constitute the prior written consent of each sheriff or police chief of each participating jurisdiction to permit the officers of any participating jurisdiction to enforce traffic or criminal laws in any of the participating jurisdictions in pursuit of the purpose of this Agreement.

XXII. ALTERATIONS

This Agreement may be modified, amended, or altered by agreement of all parties and such alteration, amendment, or modification shall be effective when reduced to writing and executed in a manner consistent with this section.

XXIII. FILING

Upon execution, this Agreement shall be filed with the city clerks of the respective participating municipalities and such other governmental agencies as may be required by law, and each jurisdiction shall, pursuant to RCW 39.34.040, list this Agreement by subject on its official website.

XXIV. SEVERABILITY

If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.

XXV. AUTHORIZATIONS

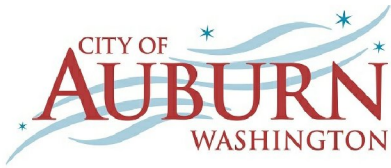
This Agreement shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate resolution or ordinance of the governing body of each participating jurisdiction. This Agreement shall be deemed effective upon the last date of execution by the last so authorized representative, and upon a successful grant award by WATPA for the July 2019 through June 2021 WATPA grant cycle. This Agreement may be executed by counterparts and be valid as if each authorized representative had signed the original document.

By signing below, the signor certifies that he or she has the authority to sign this agreement on behalf of the participating jurisdiction, and the participating jurisdiction agrees to the terms of the Agreement.

[Signature Pages Follow]

_____ John Palmer Mayor, City of Puyallup	Date	_____ Joseph Beck City Attorney, City of Puyallup	Date
_____ Mary Winter City Clerk, City of Puyallup	Date		
_____ John Marchione Mayor, City of Redmond	Date	_____ City Attorney, City of Redmond	Date
_____ Michelle Hart City Clerk, City of Redmond	Date		
_____ Elizabeth Pauli City Manager, City of Tacoma	Date	_____ City Attorney, City of Tacoma	Date
_____ Doris Sorum City Clerk, City of Tacoma	Date		
_____ Allan Ekberg Mayor, City of Tukwila	Date	_____ Rachel Turpin City Attorney, City of Tukwila	Date
_____ Christy O’Flaherty City Clerk, City of Tukwila	Date		

Paul Pastor	Date		Date
Sheriff, Pierce County		Clerk, Pierce County	
John R. Batiste	Date		
Chief, Washington State Patrol			
Daniel T. Satterberg	Date		
Prosecutor, King County Prosecutor's Office			
Steve Metruck	Date	Traci Goodwin	Date
Executive Director, Port of Seattle		Sr. Port Counsel	



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No 5427 (Martinson)

Date:

May 15, 2019

Department:

Human Resources

Attachments:

[Resolution No 5427](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Resolution No 5427

Background Summary:

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute and administer an agreement between the City of Auburn and Racial Equity Consulting Group for racial equity training and policy development.

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

Martinson

Meeting Date: May 20, 2019

Item Number:

RES.D

RESOLUTION NO. 5427

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE AND ADMINISTER AN AGREEMENT BETWEEN
THE CITY OF AUBURN AND RACING TO EQUITY
CONSULTING GROUP FOR RACIAL EQUITY TRAINING AND
POLICY DEVELOPMENT

WHEREAS, the City has identified an interest in racial equity training to provide professional development opportunities and racial equity policy development; and

WHEREAS, Racing to Equity Consulting Group is qualified to provide those services in a good and professional manner at a cost that is acceptable to the City.

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

Section 1. The Mayor is authorized to execute and administer an Agreement between the City and Racing to Equity Consulting Group which will be in substantial conformity with the Agreement attached as Exhibit A.

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

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

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

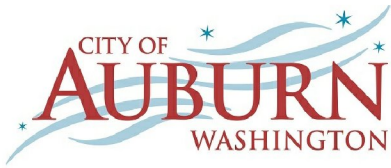
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Steven L. Gross, City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5428 (Hinman)

Date:

May 15, 2019

Department:

Administration

Attachments:

[Resolution 5428](#)

[Green River College 2019 Independent](#)

[Contractor Agreement](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to approve Resolution No. 5428

Background Summary:

The City of Auburn currently operates a Small Business Incubator made possible, in-part through grant funding from the Port of Seattle. Terms of the grant funding also allows for grant monies to be spent on providing educational training and support services.

Green River College has a Small Business Development Center which can provide certain business expertise, support services, training and workshops to local businesses.

Using a portion of the Port of Seattle grant funds to contract with Green River College will not only bring benefit to local start-up and small businesses, but also continue to build and strengthen the relationships between existing community stakeholders.

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

Hinman

Meeting Date: May 20, 2019

Item Number:

RES.E

RESOLUTION NO. 5428

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND GREEN RIVER COLLEGE FOR THE PURPOSE OF PROVIDING SMALL-BUSINESS EDUCATION, TRAINING & SUPPORT SERVICES.

WHEREAS, the City of Auburn (“the City”) has entered into an agreement with the Port of Seattle to accept grant funds for Economic Development purposes; and

WHEREAS, the City currently operates a Business Incubator with the Port of Seattle grant funds; and

WHEREAS, the purpose of the Business Incubator is to provide office space and support assistance to small businesses and start-up businesses in the City of Auburn; and

WHEREAS, Green River College’s Small Business Center and Small Business Development Center can provide business expertise, support services, and business training and workshop opportunities; and

WHEREAS, the City desires to contract with Green River College to provide certain business support, training, workshop, and ancillary services in connection with the City’s Business Incubator; and

WHEREAS, the parties are authorized by Revised Code of Washington 39.34 to enter into agreements for the joint exercise of governmental powers.

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

Section 1. The Mayor is authorized to execute an Agreement between the City and Green River College for the purpose of providing small business education training courses and support services, which agreement will be in substantial conformity with the Agreement attached as Exhibit A.

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

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

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Steven L. Gross, City Attorney

INDEPENDENT CONTRACTOR AGREEMENT

Between
The City of Auburn
And
Green River College

This Independent Contractor Agreement ("Agreement") is entered into on this ____ day of _____, 2019 (the "Effective Date"), by and between the City of Auburn, a municipal corporation organized under Title 35A of the Revised Code of Washington (the "City") and Green River College ("GRC" or "Contractor"), for the purpose of providing business courses, workshops and ancillary support services to members of Auburn's Innovation Partnership Zones Business Incubator.

WHEREAS, the City has entered into an agreement with the Port of Seattle to accept grant funds from the Port of Seattle to be used for economic development purposes; and

WHEREAS, the City currently operates a Business Incubator with the grant funds from the Port of Seattle; and

WHEREAS, the purpose of the Business Incubator is to provide office space and support assistance to small businesses and start-up businesses operating in the City of Auburn; and

WHEREAS, Green River College has a Small Business Center (SBC) and a Small Business Development Center which can provide business expertise, support services, and business training and workshop opportunities; and

WHEREAS, the City desires to contract with Green River College to provide certain business support, training, workshop and ancillary services in connection with the City's Business Incubator; and

WHEREAS, the parties are authorized by Revised Code of Washington 39.34 to enter into this Agreement.

NOW, THEREFORE, in consideration of their mutual promises set out in this Agreement, Green River College and the City agree as follows:

1. Term of Agreement

The term of this Agreement commences on the Effective Date and terminates on December 31, 2019, unless otherwise terminated pursuant to the provisions in section 5 of this agreement.

2. Scope of Services by Contractor

2.1. GRC agrees to perform, in a good and professional manner, the tasks described in Exhibit A, attached. (The tasks described on Exhibit A are individually referred to as a "task," and collectively referred to as the "services.")

2.2. GRC is responsible to provide work products and services of a quality and professional standard acceptable to the City.

2.3. GRC represents and warrants that it has all necessary licenses and certifications to perform the services described in Exhibit A, and is qualified to perform such services.

3. City Obligations

In a timely manner that does not delay the services provided by GRC, the City will:

3.1. Designate in writing a person to act as the City's representative with respect to the services who has complete authority to transmit instructions, receive information, interpret, and make decisions regarding the services provided by GRC.

3.2. Furnish the GRC with all information, criteria, objectives, schedules, and standards for the project(s) necessary for the Contractor to provide the services described in Exhibit A.

3.3. Arrange for access to City property or facilities as needed by GRC for the provision of services as described in Exhibit A.

3.4. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by the GRC and to timely render decisions regarding such documents to prevent a delay in the provision of services as described in Exhibit A.

4. Compensation

4.1. As compensation for GRC's performance of the services described in Exhibit A, the City agrees to pay GRC the fees and costs specified in Exhibit B, attached, or as specified in an addendum.

4.2. The Contractor will submit to the City an invoice or statement of time spent on tasks included in the scope of work described in Exhibit A.

4.3. After receipt of an invoice from the GRC, the City will process the invoice in the next billing/claim cycle and remit payment to GRC in the normal course of business, subject to the terms of this Agreement.

5. Termination

The City may terminate this Agreement upon seven (7) days' written notice if the services described in Exhibit A are no longer needed from GRC; provided that the City will compensate GRC services provided through the end of the following month at the rate described in Exhibit B.

6. Insurance

- 6.1. GRC shall maintain insurance coverage, whether through the commercial insurance market, an insurance pool, self-insurance, or a combination, adequate to meet the obligations of this Agreement, including the indemnifications contained in this Agreement, and contractual liability coverage of applicable leases, licenses, permits, and agreements.
- 6.2. Each party of this agreement is responsible for its own acts and/or omissions and those of its officers, employees and agents. No party of this agreement will be responsible for the acts and/or omissions of entities or individuals not a party to this agreement. GRC shall indemnify and hold harmless the City from all claims, costs, injuries, damages, losses, or suits including attorneys' fees, arising out of or resulting from the acts, errors or omissions of GRC in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City shall indemnify and hold harmless GRC from all claims, costs, damages, or expenses arising out of the negligence of the City. In the case of negligence of both the City and GRC, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

7. Miscellaneous

- 7.1. Choice of Law: This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County, Washington.
- 7.2. Captions & Headings: The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- 7.3. Relationship of the Parties: Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove. No provision of this Agreement shall relieve either party of its public agency obligations and/or responsibilities imposed by law.
- 7.4. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.
- 7.5. Integration: This Agreement constitutes the entire agreement between the parties as to the scope of services. No modifications or amendments of this Agreement shall be valid

or effective unless evidenced by an addendum in writing to this Agreement and signed by both parties.

- 7.6. Interpretation: Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement. This Agreement is deemed to have been drafted by mutual agreement of the parties.
- 7.7. Force Majeure: No party to this Agreement shall be held responsible for delay or default caused by terrorism, natural disasters, riots, acts of god and/or war that is beyond the reasonable control of the parties.
- 7.8. Waiver: The failure of either party at any time to require performance by another party of any provision of this Agreement will in no way affect the party's subsequent rights and obligations under that provision, and waive by any party of the breach of any provision of this Agreement shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provisions itself.

8. Notices, Reports & Correspondence

- 8.1. All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner.
- 8.2. Any party may change his, her or its address by giving notice in writing, stating his, her or its new address, to any other party, all pursuant to the procedure set forth in this section of the Agreement.
- 8.3. All notices, reports and correspondence shall be sent to:

City of Auburn
Economic Development
Manager
Auburn City Hall
25 West Main
Auburn, WA 98001-4998
253-931-3000

Green River College
Darrell Sundell
Small Business Center Advisor
Green River College
1221 D St. NE
Auburn, WA 98002
253.520.6267

9. Signature Authority

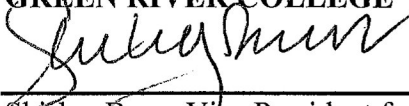
This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the day and year first set forth above.

CITY OF AUBURN

Nancy Backus, Mayor

GREEN RIVER COLLEGE



Shirley Bean, Vice President for Business
Administration

Approved as to form:

Steven L. Gross, City Attorney

EXHIBIT A

Scope of Service

In 2019 the Small Business Center (SBC) will focus on Auburn clients recommended to the Center by the City and local banks. Small Business billable hours are calculated at \$135 per hour. For a \$20,000 grant, Auburn will receive a minimum of 148 hours of direct client services from the Small Business Center and the services will be received by City of Auburn businesses.

Client hours are calculated for one-on-one technical assistance and for presentations and workshops. Client needs differ in levels of assistance in a given year so the continuation of clients year to year is expected. Client services would take place at the GRC Auburn Center and at the Downtown Incubator.

Confidentiality is a chief concern in reporting on SBC activities. Reporting forms will identify clients by number only and not by company name or owner.

Consultant shall perform the following services for the City in accordance with the following described plans and/or specifications:

The Small Business Center will focus on these areas of service per the City of Auburn request:

- Business Management
- Marketing Strategies
- Financial and cash flow management
- Business Plan Development

Each of the classes above will be taught in Auburn, either at City Hall or Auburn's Incubator located at the Auburn Train Station. Each party acknowledges and agrees that Class titles, dates, times, location and class duration have been pre-determined and agreed to by both Parties. In addition, Business Advisors will participate in quarterly panel business discussions when invited to do so, schedule permitting.

Business counseling sessions shall be available at no cost to the client.

The Consultant shall provide quarterly reports to the City and an in-person meeting to discuss services provided and outcomes.

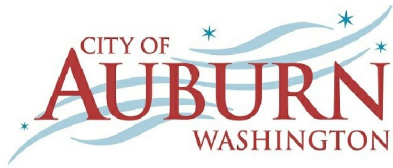
Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time those services are performed.

EXHIBIT B

Costs

Compensation for the Consultant's services is not to exceed \$20,000.00 for the term of this Agreement. Payment to the Consultant will be made as follows:

1. Compensation shall be paid according to the following:
 - 1) Ten Thousand Dollars (\$10,000) on July 1, 2019
 - 2) Ten Thousand Dollars (\$10,000) on October 1, 2019
2. Invoices shall be submitted at the beginning of the month and will include which activities took place by reference to the number and task in Exhibit A.
3. Upon receipt of the invoicing described in Section 5.2 of this Agreement, the City shall remit to the party providing the invoice.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5429 (Faber)

Department:

Parks/Art and
Recreation

Attachments:

[Resolution No. 5429](#)
[Contract](#)

Date:

May 15, 2019

Budget Impact:

The cost is estimated at \$387,213.00.
Funding is anticipated to be as follows:

Source		
Amount	Percentage	
Local Funds (Park Impact Fees)	\$215,000	56%
King County Grant	\$175,000	44%

Administrative Recommendation:

City Council approve resolution # 5429

Background Summary:

The project will add lighting to the only field at Game Farm Park that is not currently lighted. This project is a capacity project that will significantly increase playability for a number of different sports, while taking pressure off of other park facilities.

Reviewed by Council Committees:**Councilmember:**

Meeting Date: May 20, 2019

Staff:

Faber

Item Number:

RES.F

RESOLUTION NO. 5429

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 ACCEPTING GRANT
FUNDS FOR YOUTH AND AMATEUR SPORTS

WHEREAS, King County is the manager of the Youth and Amateur Sports Fund
(YASF) grant program; and

WHEREAS, King County has selected the City of Auburn to be awarded grant
funds to for the Game Farm Park Field Lighting Project; and

WHEREAS, the acceptance of the grant funds will benefit the City of Auburn.

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

Section 1. The Mayor is authorized to execute an Agreement between the City
and King County for grant funds in the amount of \$175,000, which agreement will be in
substantial conformity with the agreement attached as Exhibit A.

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

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

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Steven L. Gross, City Attorney



Youth and Amateur Sports Grant Agreement

Department/Division: Natural Resources and Parks / Parks and Recreation Division

Agency: City of Auburn

Project: Game Farm Park-Field Lighting

Amount: \$150,000.00 Project#: 1133305 Contract#: 6001205

Term Period: January 1, 2018 To December 31, 2019

THIS CONTRACT is entered into by KING COUNTY (the "County"), and City of Auburn (the "Agency"), whose address is: 910 9th Street SE
Auburn, WA 98002

WHEREAS, the Agency is either a public agency or a non-profit organization will provide youth or amateur sports opportunities;

WHEREAS, King County has selected the identified Agency to receive a Youth and Amateur Sports Fund ("YASF") Grant award to assist in capital improvements for increased athletic opportunities for the citizens of King County, Washington;

WHEREAS, the Agency shall utilize the award to develop amenities that address an athletic need in King County; and

WHEREAS, King County is authorized to administer the YASF grant program and enter into agreements for the use of King County funds by public agencies or not-for-profit organizations to provide a service to the public under King County Ordinance 18409;

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

1. The Agency shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

☒	Scope of Services	Attached hereto as Exhibit I
☒	Budget	Attached hereto as Exhibit II
☒	Schematic Design	Attached hereto as Exhibit III

2. TERM OF CONTRACT

This Agreement shall commence on January 1, 2018, and shall expire on December 31, 2019, unless extended or earlier terminated, pursuant to the terms and conditions of this Agreement.

3. PREMISES

This grant project is located at: Game Farm Park
3030 R Street SE, Auburn, WA. 98002

4. PARTIES

All communication, notices, coordination, and other tenets of this Agreement shall be managed by:

On behalf of County:

Butch Lovelace, YSFG Program Manager
King County Parks and Recreation Division
201 South Jackson Street, Suite 700
Seattle, WA 98104-3855

Email: butch.lovelace@kingcounty.gov
Phone: 206.477.4577

On behalf of Agency:

Jamie Kelly, Parks Planning and Development Manager
City of Auburn
910 9th Street SE
Auburn, WA 98002

Email: jwkelly@auburnwa.gov
Phone: 000-000-0000

5. COMPENSATION AND METHOD OF PAYMENT

- A. The County shall reimburse the Agency for satisfactory completion of the services and requirements specified in this Agreement after the Agency submits an invoice and all accompanying reports as specified in the attached exhibits. The County will initiate authorization for payment after approval of corrected invoices and reports. The County shall make payment to the Agency not more than thirty (30) days after a complete and accurate invoice is received.
- B. The Agency shall submit its final invoice and all outstanding reports within fifteen (15) days of the date this Agreement expires or is terminated. If the Agency's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Agency of the amounts set forth in said invoice or any subsequent invoice.

6. OPERATING BUDGET

When a budget is attached hereto as Exhibit II, the Agency shall apply the funds received from the County under this Agreement in accordance with said budget. If, at any time during the Term of this Agreement, the Agency expects that the cumulative amount of transfers among the

budget expense categories may exceed ten percent (10%) of the Agreement amount, then the Agency shall request approval from the County. County reserves the right to request supporting documents necessary to explain fully the nature and purpose of the change(s), and an amended budget must accompany each request for an amendment. County approval of any such amendment shall not be unreasonably withheld.

7. COMMUNICATION

The Agency shall recognize County as a fiscal sponsor for the grant Project in the following manner:

- A. Recognition: If the Agency shall recognize fiscal sponsors of the Project, then the Agency shall refer to “King County Parks” in any such acknowledgement.
- B. Events: The Agency shall invite and recognize “King County Parks” at all events promoting the project, and at the final project dedication.
- C. Community Relations: The Agency shall recognize “King County Parks” as a Project benefactor in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project, and include in the same the County’s logo, which the County will provide.

8. PRIORITY OF USE; PUBLIC ACCESS; SCHEDULING

These funds are provided for the purpose of developing or renovating sports facilities that provide sporting opportunities primarily, but not exclusively, serving persons under twenty-four (24) years of age, and low and moderate income communities within King County. Fees for use of the facility or facility programming shall be no greater than those generally charged by public operators of similar facilities or activities in King County.

Notwithstanding temporary closure for required maintenance or repairs, the minimum period of time the Agency must ensure the facility is available for use is set forth in the table below. If the facility is retired or otherwise removed from use before the end of the specified period, then the Agency shall reimburse the County's funding on a pro rata basis, determined by dividing the number of months of lost public use by the total number of months of required dedication, multiplied by the total County grant amount. By way of example only, if the County makes a \$10,000 grant to Agency X, then the Agency X's project must be dedicated to public use for a minimum of 5 years. If Agency X eliminates public access to the facility after 3 years, such that 24 months of public access is lost, then Agency X must repay the County \$4,000 (24months/60months * 10,000 = \$4,000).

Grant Amount	Required Public Use (in years)
\$5,000 - \$49,999	Five (5)
\$50,000 – \$99,999	Eight (8)
\$100,000 – \$149,999	Twelve (12)
\$150,000 – \$300,000	Fifteen (15)

If the completed project is subject to scheduling or reservation for use, then the Agency shall post the use schedule and the Agency's scheduling or reservation policies, practices, and information in a highly visible location near the project and/or on their website; and the Agency shall permit the public to schedule or reserve use of the completed project consistent with the requirements of this Section. **The Agency's duties under this Section will survive the expiration or earlier termination of this Agreement.**

9. GREEN BUILDING AND SUSTAINABLE DEVELOPMENT

King County is committed to promoting and using green building practices in construction projects. Though not required, King County strongly encourages practices that conserve resources, use recycled content materials, maximize energy efficiencies, and otherwise consider environmental, health, and social benefits in the design and construction of a capital project.

10. INTERNAL CONTROL AND ACCOUNTING SYSTEM

The Agency shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards in accordance with Revised Code of Washington (RCW) Chapter 40.14.

11. MAINTENANCE OF RECORDS

- A. The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. These records shall be maintained for a period of six (6) years after the expiration or earlier termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.
- C. The Agency shall inform the County in writing of the location, if different from the Agency address listed on page one of this Agreement, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

12. RIGHT TO INSPECT

King County reserves the right to review and approve the performance of Agency with regard to this Agreement, and, at its sole discretion, to inspect or audit the Agency's records regarding this Agreement and the Project upon reasonable notice during normal business hours.

13. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Agency, in cooperation and agreement with the owners of the Premises, shall comply with all applicable laws, ordinances and regulations in using funds provided by the County, including, without limitation, those relating to providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA); and, to the extent applicable, those related to "public works," payment of prevailing wages, and competitive bidding of contracts. The Agency specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this Section by giving notice of demand for compliance in any instance. The Agency shall indemnify and defend the County

should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.

14. CORRECTIVE ACTION

- A. If the County determines that a breach of contract has occurred or does not approve of the Agency's performance, it will give the Agency written notification of unacceptable performance. The Agency will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to the Agency.
- B. The County may withhold any payment owed the Agency until the County is satisfied that corrective action has been taken or completed.

15. TERMINATION

- A. The County may terminate this Agreement in whole or in part, with cause, at any time during the Term of this Agreement, by providing the Agency ten (10) days advance written notice of the termination.
- B. If the termination results from acts or omissions of the Agency, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Agency shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Agency by the County.
- C. Any King County obligations under this Agreement beyond the current appropriation year are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation year.

16. FUTURE SUPPORT; UTILITIES AND SERVICE

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted for herein except as expressly set forth in this Agreement. The Agency understands, acknowledges, and agrees that the County shall not be liable to pay for or to provide any utilities or services in connection with the construction, operation, maintenance, or use of the Project contemplated herein.

17. HOLD HARMLESS AND INDEMNIFICATION

The Agency agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, or the Agency's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. The Agency's obligations under this Section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the County at the Agency's own expense;

- B. Indemnification of claims made by the Agency's employees or agents; and
- C. Waiver of the Agency's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the Agency.

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Agency agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Agency's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by Agency in conjunction with this Agreement. **The Agency's duties under this Section will survive the expiration or earlier termination of this Agreement.**

18. INSURANCE

A. Liability Insurance Requirements. Notwithstanding any other provision within this Agreement, the Agency and its subcontractors shall procure and maintain coverage and limits for no less than the following:

1. Commercial General Liability. Insurance Service "occurrence" form CG 00 01 (current edition), to include Products-Completed Operations, insurance against claims for injuries to persons or damages to property that may arise from or in connection with activities under this Agreement. The insurance coverage shall be no less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate.
2. Automobile Liability. *If activities require vehicle usage.* Insurance Services form number CA 00 01 (current edition), covering BUSINESS AUTO COVERAGE, Symbol 1 "any auto". If the grant includes the use of automobiles, the Limit of Liability shall be no less than One Million Dollars (\$1,000,000) per occurrence.
3. Workers Compensation/Stop Gap. *If the recipient or its contractor(s) has/have employees.* Statutory Workers Compensation coverage and Stop Gap Liability for a limit no less than One Million Dollars (\$1,000,000) per occurrence.
4. Professional Liability. *If the grant includes the use of Professional Services.* Professional Liability coverage shall be no less than One Million Dollars (\$1,000,000) per claim and in the aggregate.

B. If the grant involves the construction of a capital project or involves the purchase of equipment greater than Five Thousand (\$5,000) in value, the Agency shall provide "All Risk" Builders Risk or Property coverage for the full replacement value of the

project/property built/purchased. King County shall be listed as an additional Loss payee as our interests may appear.

- C. King County and its officers, officials, employees and agents shall be covered as additional insured on Agency's and its contractor(s') commercial general liability insurance and, if applicable, commercial auto liability insurance, with respect to liability arising out of activities performed by the Agency and its contractors. Additional Insured status shall include Products-Completed Operations.
- D. To the extent of the Agency's or its contractor's negligence, their insurance respectively shall be primary insurance with respect to the County, its officers, employees and agents. Any insurance or self-insurance maintained by the County, and its officers, officials, employees or agents shall not be subjected to contribution in favor of the Agency or its contractors insurance, and shall not benefit either in any way.

The Agency's and its contractors' insurance shall apply separately to each insured against whom a claim is made or a lawsuit is brought, subject to the limits of the insurer's liability.
- E. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after thirty (30) days' prior written notice has been given to and change in coverage accepted by King County.
- F. The insurance provider must be licensed to do business in the State of Washington and maintain a Best's rating of no less than A-VIII. Within five (5) business days of County's request, Agency must provide a Certificate of Insurance and Additional Insured Endorsement(s) (CG 20 10 11/85 or its equivalent) to the County. The Agency shall be responsible for the maintenance of their contractors' insurance documentation.
- G. If the Agency is a municipal corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.
- H. **The Agency's duties under this Section shall survive the expiration or earlier termination of this Agreement.** The Agency understands, acknowledges and agrees that for the relevant period of public use set forth in Section 8, the Agency shall maintain insurance and name the County as an additional insured, all of which shall be consistent with the requirements of this Section.

19. ANTI-DISCRIMINATION

King County Code chapters 12.16, 12.17 through 12.18 apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, religion, national origin, sexual orientation, gender identity or expression, marital status or the presence of any sensory, mental, or physical disability unless based upon a bonafide occupational qualification, or age except by minimum age and retirement provisions, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, religion, sexual orientation, gender identity or expression, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental, or physical

handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part of this Agreement by King County and may result in ineligibility for further King County agreements. [Community Partner Name] shall also comply with all applicable anti-discrimination laws or requirements of any and all jurisdictions having authority.

20. CONFLICT OF INTEREST

KCC Chapter 3.04 (Employee Code of Ethics) is incorporated by reference as if fully set forth hence, and the Agency agrees to abide by all conditions of said chapter. Failure by the Agency to comply with any requirement of said KCC Chapter shall be a material breach of contract.

21. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

22. PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

- A. As between the County and the Agency, the Agency shall be responsible to operate and maintain the completed project at its own sole expense and risk. The Agency shall maintain the completed project in good working condition consistent with applicable standards and guidelines. The Agency understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the project in any way.
- B. The Agency shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.
- C. The Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Agreement funds. **The Agency's duties under this Section shall survive the expiration of this Agreement.**

23. NOTICES

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing, and directed to the person specified in Section 4 of this Agreement. Any such notice shall be deemed to have been given on the date of delivery, if mailed, on the third (3rd) business day following the date of mailing; or, if sent by fax, on the first (1st) business day following the day of delivery thereof by fax. Notice sent solely by e-mail shall be deemed to have been given on the date of transmission. Either party may change its address, fax number, email address, or the name of the person indicated as the recipient by notice to the other in the manner aforesaid.

24. ASSIGNMENT

The Agency shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. The Agency must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

25. CONTRACT AMENDMENTS

This Agreement together with the attached exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole Agreement between the Parties. Either party may request changes to this Agreement. No modifications or amendment of this Agreement shall be valid or effective unless evidenced by an Agreement in writing signed by the Parties.

26. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

27. TAXES

The Agency agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under RCW Chapter 82.29A; PROVIDED, however, that nothing contained herein will modify the right of the Agency to contest any such tax, and the Agency will not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

28. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

This Agreement is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

29. PARAGRAPH HEADINGS

The paragraph headings contained herein are only for convenience and reference and are not intended to be a part of this Agreement or in any manner to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

30. PUBLIC DOCUMENT

This Agreement will be considered a public document and will be available for inspection and copying by the public.

31. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, the County and the Agency a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

32. SINGULAR AND PLURAL

Wherever the context will so require, the singular will include the plural and plural will include the singular.

33. PERMITS AND LICENSES

The Agency shall design, develop and construct the Project in accordance with all applicable laws and regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities and improvements shall be performed by Agency at its sole expense and liability. The Agency shall, at its sole cost and expense, apply for, obtain and comply with all necessary permits, licenses and approvals required for the Project,

34. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Agency.

35. POLICE POWERS OF THE COUNTY

Nothing contained in this Agreement will diminish, or be deemed to diminish, the governmental or police powers of the County.

36. ENTIRE AGREEMENT

This Agreement, including its attachments, constitutes the entire Agreement between the County and the Agency. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

KING COUNTY

AGENCY: _____

FOR

King County Executive

Signature

Date

NAME (Please type or print), Title

Date