CITY OF AUBURN WASHINGTON	**City Council Meeting** **March 21, 2022 - 7:00 PM** **City Hall Council Chambers and Virtual** **AGENDA** **Watch the meeting LIVE!** **Watch the meeting video** Meeting videos are not available until 72 hours after the meeting has concluded.

I. **CALL TO ORDER**

II. **PUBLIC PARTICIPATION**

1. Public Participation

The Auburn City Council Meeting scheduled for Monday, March 21, 2022 at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

To attend the meeting virtually please click one of the below links, enter the meeting ID into the Zoom app, or call into the meeting at the phone number listed below. The link to the Virtual Meeting is:

Zoom: https://us06web.zoom.us/j/85966169824

The public can also view the meeting on YouTube:

https://www.youtube.com/user/watchauburn/live/?nomobile=1

To join the meeting by phone, please use the below call-in information:

253 215 8782
877 475 4499 (Toll Free)

Webinar ID: 859 6616 9824

A. **Pledge of Allegiance**

B. **Roll Call**

III. **ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

IV. **AGENDA MODIFICATIONS**

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

A. **Public Hearings**

1. Public Hearing for New Cingular Wireless PCS, LLC Franchise Agreement No. FRN21-0006 (Gaub)

A Public Hearing to Consider Franchise Agreement No. FRN21-0006 for New Cingular Wireless PCS, 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.

1. The public can participate in-person or submit written comments in advance.

   Participants can submit written comments via mail, fax or email. All written comments must be received prior to 5:00 p.m. on the day of the scheduled meeting and must be 350 words or less.

   Please mail comments to:
   City of Auburn
   Attn: Shawn Campbell, City Clerk
   25 W Main St
   Auburn, WA 98001

   Please fax comments to:
   Attn: Shawn Campbell, City Clerk
   Fax number: 253-804-3116

   Email comments to:
   publiccomment@auburnwa.gov

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.

1. Finance Ad Hoc Committee (Chair Baggett)
2. Preservation Funding (Chair Jeyaraj)

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 February 28, 2022 Study Session Meeting

B. Minutes of the March 7, 2022 Regular City Council Meeting

C. Claims Vouchers (Thomas)

Claims Voucher list dated March 21, 2022 which included voucher numbers 467162 through 467340, in the amount of $3,678,809.96, and three wire transfers in the amount of $717,963.79

D. Payroll Vouchers (Thomas)

Payroll check numbers 539338 through 539344 in the amount of $74,900.71, electronic deposit transmissions in the amount of $2,391,574047, also a special payroll for Police Sergeant Retention Bonuses with electronic deposit transmission in the amount of $77,191.68, for a grand total of $2,543,666.86 for the period covering March 03, 2022 to March 16, 2022

E. Public Works Project No. CP2102 (Gaub)

City Council to approve an increase of $75,000.00 in the total maximum authorized contract amount for Public Works Contract No. 21-33: Construction of Project No. CP2102 4th Street SE Preservation – Auburn Way South to L ST SE

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

VIII. UNFINISHED BUSINESS

IX. ORDINANCES

A. Ordinance No. 6848 (Tate)

An Ordinance adding Section 5.20.260 to Auburn City Code (ACC) to allow the regulation and licensing of mobile vendors and food truck related activities

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6848.)

B. Ordinance No. 6850 (Thomas)

An Ordinance amending Ordinance No. 6794, the 2021-2022 Biennial Operating Budget Ordinance, and Ordinance No. 6796, the 2021-2022 Biennial Capital Budget Ordinance, as amended by Ordinance No. 6815, Ordinance No. 6827, Ordinance No. 6836, and Ordinance No. 6837, authorizing amendment to the City of Auburn 2021-2022 budget as set forth in Schedule “A” and Schedule “B”

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6850.)

C. Ordinance No. 6851 (Gaub)

An Ordinance amending Auburn City Code (ACC) Sections 13.48.005, 13.48.010, 13.48.180, 13.48.240, and 13.48.440 regarding the City’s storm drainage system

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6851.)

D. Ordinance No. 6855 (Gaub)

An Ordinance creating Chapter 10.55 of the Auburn City Code (ACC) relating to personal delivery devices

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6855.)

E. Ordinance No. 6857 (Tate)

An Ordinance relating to health and safety regulation, revising graffiti removal criteria, and to create consistent timelines for civil penalties for violations by amending Chapters 1.25 and 8.13 of the Auburn City Code (ACC)

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6857.)

X. **RESOLUTIONS**

A. Resolution No. 5654 (Gaub)

A Resolution authorizing the Mayor to execute an Interlocal Agreement between the City of Auburn and the Auburn School District relating to Project No. CP2208 – 124th Ave SE Improvements

(RECOMMENDED ACTION: Move to adopt Resolution No. 5654.)

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**

B. **From the Mayor**

XII. **NEW BUSINESS**

XIII. **ADJOURNMENT**

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

AGENDA BILL APPROVAL FORM

Agenda Subject:
Public Hearing for New Cingular Wireless PCS, LLC Franchise Agreement No. FRN21-0006 (Gaub)

Date:
March 14, 2022

Department:
Public Works

Attachments:
Draft Ordinance No. 6852

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. FRN21-0006 for New Cingular Wireless PCS, LLC

Background for Motion:

Background Summary:

Section 20.04.040 of the Auburn City Code requires the City to hold a public hearing before granting or denying a franchise agreement. Franchise Agreement No. FRN21-0006 for New Cingular Wireless PCS, LLC will allow it to continue to operate a wireless telecommunications site within the City's public way.

The date of the public hearing was set by consent on March 7, 2022.

Reviewed by Council Committees:

Councilmember: Stearns
Staff: Gaub
Meeting Date: March 21, 2022
Item Number: PH.1

ORDINANCE NO. 6852

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, A FRANCHISE FOR WIRELESS TELECOMMUNICATIONS.

WHEREAS, New Cingular Wireless PCS, LLC ("Franchisee") has applied to the City of Auburn ("City") for a non-exclusive Franchise for the right of entry, use, and occupation of certain public ways within the City, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and/or across those public ways; and

WHEREAS, following proper notice, the City Council held a public hearing on Franchisee's request for a Franchise; and

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

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

Section 1. Definitions

For the purpose of this agreement and the interpretation and enforcement thereof, definitions of words and phrases shall be in accordance with Auburn City Code 20.02.020. In addition, the following definitions apply:

A. "ACC" means the Auburn City Code.

B. "Franchise Area" means the public ways as specified in Exhibit "A".

Franchise Area does not include private property located outside of the public way which the Franchisee may utilize, lease, or otherwise use for placement of Franchisee Facilities with authorization or other permissions from third parties, and including any necessary permits from any regulatory authority.

C. "Franchisee's Facilities" means any and all equipment, appliances, attachments, appurtenances, antennas, and other items necessary for Telecommunications Services as defined in Chapter 35.99.010(7) RCW, that are located in the Franchise Area.

Franchisee's Facilities do not include facilities used to provide wireline services or front-haul or back-haul services to the general public separate from Franchisee's Services. Franchisee's facilities do not include small wireless facilities, microcell, minor facility, or small cell facilities, as defined in Chapter 80.36.375 RCW. Franchisee's facilities do not include any equipment that is not located within the Franchise Area or that is covered under a separate Franchise Agreement or agreement.

D. "Franchisee's Services" means the transmission and reception of information, only at the Franchisee's Facilities identified in Exhibit A, by wireless communication signals including data communications services, over Franchisee's federally licensed frequencies, pursuant to all the rules and regulations of the Federal Communications Commission. Franchisee's Services will 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.

Section 2. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated in this Agreement, the City grants to the Franchisee general permission to enter, use, and occupy the Franchise Area specified in Exhibit A attached hereto and incorporated by reference. located within the incorporated area of the City. Franchisee may locate the Franchisee's Facilities within the Franchise Area subject to all applicable laws, regulations, and permit conditions.

B. The Franchisee is authorized to install, remove, construct, erect, operate, maintain, relocate, upgrade, replace, restore, and repair Franchisee's Facilities to provide Franchisee'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 Franchisee Facilities and Franchisee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Franchisee Facilities and Franchisee 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 Franchisee'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, public ways, or property. This Franchise will be subject to the power of eminent domain, and in any proceeding under eminent

domain, the Franchisee acknowledges its use of the Franchise Area shall have no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any public 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 Franchisee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to Chapter 35.79.030 RCW, within which the Franchisee may continue to operate any existing Franchisee Facilities under the terms of this Franchise for the remaining period set forth under Section 4.

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

Section 3. Notice

A. Written notices to the parties shall 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. Any such notice shall become effective upon receipt by certified mail, confirmed delivery by overnight courier, or the date stamped received by the City. Any communication made by e-mail or similar method will not constitute notice pursuant to this Agreement, except in case of emergency notification.

City: Right-of-Way Specialist,
Public Works Department - Transportation
City of Auburn
25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010

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

Franchisee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: WA6416; Name: Christopher (**WA**)
Fixed Asset No: 10013466
1025 Lenox Park Blvd NE
3rd Floor

Atlanta, GA 30319

Telephone: (877) 231-5447
Email Address: releaseadmin@att.com

with a required copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: WA6416; Name: Christopher (**WA**)
Fixed Asset No: 10013466
208 S. Akard St.
Dallas, TX 75202-4206

B. Any changes to the above-stated Franchisee information shall 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 Franchisee voice telephone numbers shall be staffed at least during normal business hours, Pacific time zone. The City may contact Franchisee at the following number for emergency or other needs outside of normal business hours of the Franchisee: (800-638-2822).

Section 4. Term of Agreement

A. This Franchise shall run for a period of fifteen (15) years, from the date of Franchise Acceptance as described in Section 5 of this Agreement.

B. Automatic Extension. If the Franchisee fails to formally apply for a new franchise agreement prior to the expiration of this Franchise's term or any extension thereof, this Franchise automatically continues month to month until a new franchise agreement is applied for and approved under the then current process or until either party gives written notice at least one hundred and eighty (180) days in advance of intent to cancel this Franchise.

Section 5. Acceptance of Franchise

A. This Franchise will not become effective until Franchisee files with the City Clerk (1) the Statement of Acceptance (Exhibit "B"), (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 Franchisee fails to file the Franchise Acceptance with the City Clerk within thirty (30) days after the effective date of the ordinance approving the Franchise as described in Section 27 of this Agreement, the City's grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

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

B. Franchisee agrees to coordinate its activities with the City and all other utilities located within the public way within which Franchisee is undertaking its activity.

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

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

E. Tree Trimming. Upon prior written approval of the City the Franchisee shall have the authority to trim trees upon and overhanging streets, public ways and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Franchisee's Facilities. Franchisee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours, the City may, at its sole discretion, remove such debris and charge the Franchisee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require other permits as necessary from the City.

Section 7. Repair and Emergency Work

In the event of an emergency, the Franchisee may commence repair and emergency response work as required under the circumstances. The Franchisee 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. Such notification shall include the Franchisee's emergency contact phone number for corresponding response activity. The City may commence

emergency response work, at any time, without prior written notice to the Franchisee, but will notify the Franchisee in writing as promptly as possible under the circumstances. Franchisee will reimburse the City for the City's actual cost of performing emergency response work.

Section 8. Damages to City and Third-Party Property

Franchisee agrees that if any of its actions, or the actions of any person, agent, or contractor acting on behalf of the Franchisee under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Franchisee will restore, at its own cost and expense, the property to a safe condition. Upon returning the property to a safe conditions, the property shall then be returned to the condition it was in immediately prior to being damaged (if the safe condition of the property is not the same as that which existed prior to damage). All repair work shall 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 or other franchisee, other than the Franchisee's, which was installed, constructed, completed, or in place prior in time to Franchisee's application for a permit to construct or repair Franchisee's Facilities under this Franchise shall have preference as to positioning and location with respect to the Franchisee's Facilities. However, to the extent that the Franchisee's Facilities are completed and installed before another utility or other franchisee's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Franchisee's Facilities will have priority. These rules governing preference will continue when relocating or changing the grade of any City road or public way. A relocating utility or franchisee will not cause the relocation of another utility or franchisee 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 Franchisee's Facilities. Such relocations will be governed by Section 10 and Chapter 35.99 RCW.

B. Franchisee 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 Franchisee and other utility purveyors or authorized users of the public way, will develop guidelines and procedures for determining specific utility locations.

Section 10. Relocation of Franchisee Facilities

A. Except as otherwise so required by law, Franchisee 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, Franchisee 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 Franchisee Facilities is necessitated by a request from a party other than the City, that party shall pay the Franchisee the actual costs associated with such relocation.

Section 11. Abandonment and or Removal of Franchisee Facilities

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

B. Franchisee may ask the City in writing to abandon, in whole or in part, all or any part of the Franchisee's Facilities. Any plan for abandonment of Franchisee Facilities must be approved in writing by the City.

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

Section 12. 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 Franchisee will underground the Franchisee's Facilities in the manner specified by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Where other utilities are present and involved in the undergrounding project, Franchisee 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 Franchisee'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 13. Franchisee Information

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

B. The parties understand that Chapter 42.56 RCW and other applicable law may require public disclosure of information given to the City.

Section 14. Indemnification and Hold Harmless

A. Franchisee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Franchisee's acts, errors or omissions, or from the conduct of Franchisee's business, or from any activity, work or thing done, permitted, or suffered by Franchisee arising from or in connection with this Franchise Agreement, except only such injury or damage as shall have been occasioned by the sole negligence or willful misconduct of the City, its officers, officials, employees, agents, volunteers or invitees.

However, 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 Franchisee and the City, its officers, officials, employees, agents, and volunteers, the Franchisee's liability hereunder shall be only to the extent of the Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Franchisee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee'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, public 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 employees or agent performing such work.

C. The Franchisee 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 Franchisee, and its agents, assigns, successors, or contractors, will make such arrangements as Franchisee deems fit for the provision of such services. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), the Franchisee 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.

Section 15. Insurance

A. The Franchisee shall carry and maintain for the duration of this Agreement and as long as Franchisee has Facilities in the public way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Agreement and use of the public way.

B. No Limitation. The Franchisee's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Franchisee shall carry insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be provided per ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and include contractual liability coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be included as an additional insured under the Franchisee's Commercial General Liability insurance policy with respect this Franchise Agreement using ISO endorsement CG 20 12 if the franchise agreement is considered a master permit as defined by RCW 35.99.010, or CG 20 26 if it is not, or substitute endorsement providing at least as broad coverage.

2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be provided per Insurance Services Office (ISO) form CA 00 01.

3. Contractors Pollution Liability insurance shall be in effect throughout the entire Franchise Agreement covering losses caused by pollution conditions that arise from the operations of the Franchisee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington or be a qualified self-insurer.

5. Excess or Umbrella Liability insurance shall be excess over and the Franchisee's Commercial General Liability and Automobile Liability insurance. The City shall be included as an additional insured on the Franchisee's Excess or Umbrella Liability insurance policy by endorsement as respects to this Agreement.

D. Minimum Amounts of Insurance. The Franchisee shall maintain the following insurance limits:

1. Commercial General Liability insurance per ISO form CG 00 01 or equivalent shall be written with limits no less than $5,000,000 each occurrence, $5,000,000 general aggregate.

2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $5,000,000 per accident.

3. Contractors Pollution Liability insurance shall be written in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $2,000,000.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington or be a qualified self-insurer and employer's liability insurance with limits of not less than $1,000,000.00 per accident/ per disease, per employee/ per disease, policy limits.

5. Excess or Umbrella Liability insurance shall be written with limits of not less than $5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Franchisee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

E. Other Insurance Provisions. Franchisee's Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Franchisee's insurance and shall not contribute with it.

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

G. Verification of Coverage. The Franchisee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of this Agreement. Upon request by the City, the Franchisee shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

H. Subcontractors. The Franchisee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Franchisee-provided insurance as set forth herein, except the Franchisee shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Franchisee shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 26.

I. Notice of Cancellation. Franchisee shall provide the City with written notice of any policy cancellation within ten business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Franchisee to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days' notice to the Franchisee to correct the breach, terminate the Agreement.

K. Franchisee – Self-Insurance. Franchisee 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. If the Franchisee is self-insured or becomes self-insured during the term of the Franchise Agreement, Franchisee or its affiliated parent entity shall comply with the following: (i) Franchisee shall submit a letter to the City stating which of the above required insurance provisions in this Section 15 Franchisee proposes to self-insure. (ii)financial statements will be made available; (iii) Franchisee or its parent company is responsible for all payments

within the self-insured retention; and (iv) Franchisee assumes all defense and indemnity obligations as outlined in Section 14.

Section 16. Financial Security

The Franchisee will provide the City with a financial security 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 Franchisee 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 security any damages suffered by the City as a result Franchisee'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. Franchisee 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 security will not be construed to limit the Franchisee's liability to the security 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 Franchisee, and all rights and privileges, as well as all obligations and liabilities of the Franchisee will inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Franchisee is mentioned.

B. This Franchise will not be leased, assigned or otherwise alienated without the express prior written consent of the City.

C. Franchisee and any proposed assignee or transferee will provide and certify the following to the City not less than ninety (90) days prior to the proposed date of transfer: (1) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (2) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (3) An application fee in the amount established by the City's fee schedule, 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 Franchisee 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 such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance

and failure of the City to insist on full compliance 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 Franchisee arising by reason of this Agreement, the dispute will first be referred to the operational officers or representatives designated by City and Franchisee to have oversight over the administration of this Agreement. 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 such action will be entitled to its attorneys' fees and costs.

Section 19. Enforcement and Remedies

A. If the Franchisee 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 Franchisee under the provisions of this agreement, the City may, at its discretion, provide Franchisee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty (30) days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Franchisee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise upon written notice thereof to Franchisee, or (2) claim 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 Franchisee is acting beyond the scope of permission granted in this Franchise for Franchisee Facilities and Franchisee Services, the City reserves the right to cancel this Franchise and require the Franchisee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Franchisee's

actions are not allowed under applicable federal and state or City laws, to compel Franchisee to cease those actions.

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Franchisee will comply with all applicable federal, state, and 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 Franchisee 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 Franchisee 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 Franchisee 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 Franchisee's concerns to the maximum extent the City deems possible.

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

Section 21. License, Tax and Other Charges

This Franchise will not exempt the Franchisee 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 used 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. Entire Agreement

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

Section 27. Effective date.

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

INTRODUCED: _____
PASSED: _____
APPROVED: _____

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM

_____
Kendra Comeau, City Attorney

PUBLISHED: _____

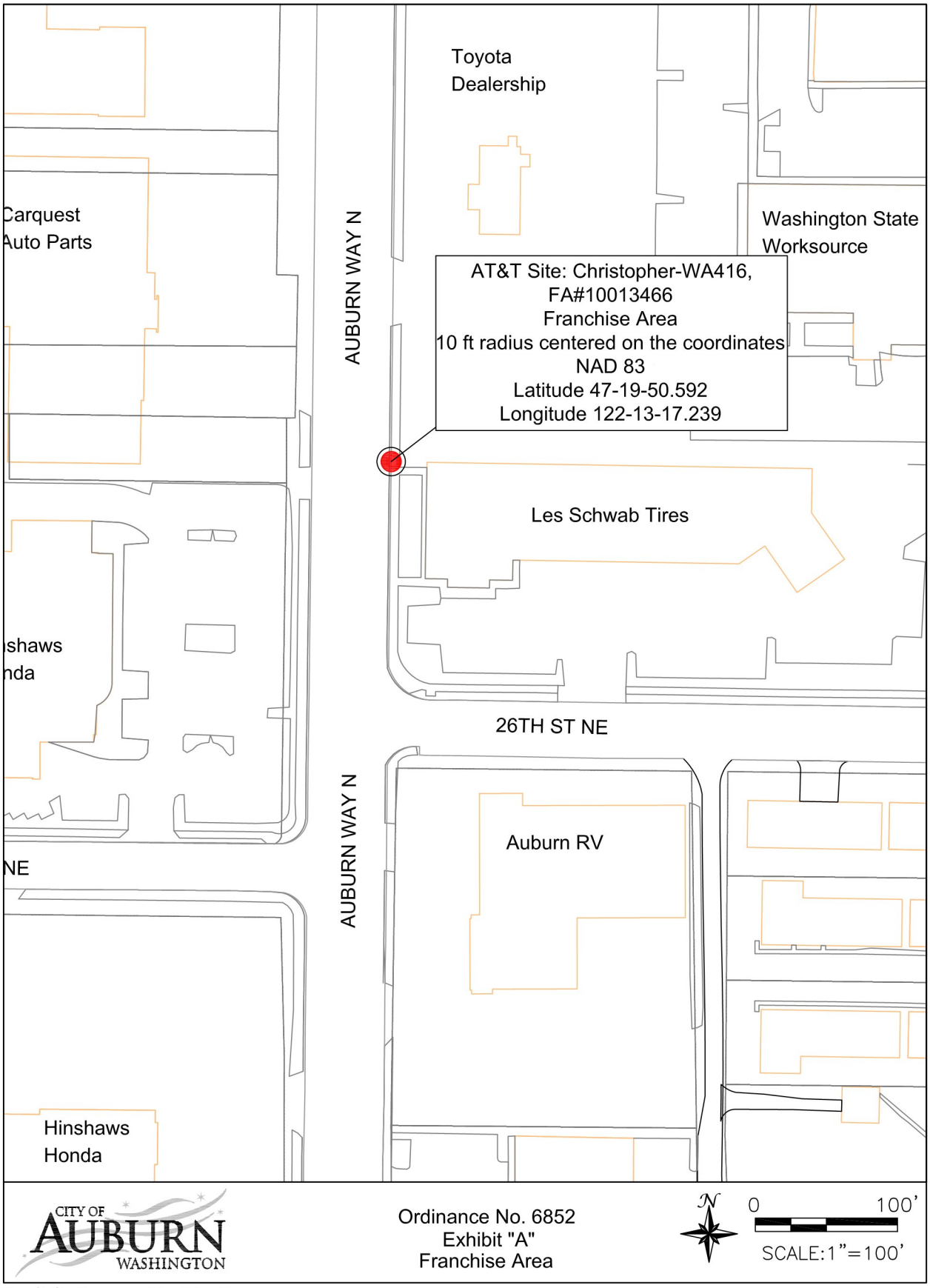
Toyota
Dealership
Carquest
Auto Parts
AUBURN WAY N
Washington State
Worksource
AT&T Site: Christopher-WA416,
FA#10013466
Franchise Area
10 ft radius centered on the coordinates
NAD 83
Latitude 47-19-50.592
Longitude 122-13-17.239
Les Schwab Tires
shaws
nda
26TH ST NE
AUBURN WAY N
Auburn RV
NE
Hinshaws
Honda
CITY OF AUBURN WASHINGTON
Ordinance No. 6852
Exhibit "A"
Franchise Area
N
0
100'
SCALE:1"=100'

EXHIBIT “B”

STATEMENT OF ACCEPTANCE

New Cingular Wireless PCS, 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.

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____ Date: _____
Name: _____
Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, 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: _____

DRAFT

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the February 28, 2022 Study Session Meeting

Date:
March 16, 2022

Department:
Administration

Attachments:
02-28-2022 Minutes

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

Administrative Recommendation:

Background for Motion:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: March 21, 2022

Item Number: CA.A

CITY OF AUBURN WASHINGTON	**City Council Study Session Finance, Technology and Economic Development Special Focus Area** **February 28, 2022 - 5:30 PM** **City Hall Council Chambers and Virtual** **MINUTES** **Watch the meeting LIVE!** **Watch the meeting video** Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

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

II. PUBLIC PARTICIPATION

A. Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

Councilmembers virtually present: Bob Baggett, Kate Baldwin, Larry Brown, Robyn Mulenga, Chris Stearns and Yolanda Trout-Manuel.

Mayor Nancy Backus, Deputy Mayor James Jeyaraj, Innovation and Technical Support Specialist Danika Olson, Police Chief Mark Caillier, Director of Innovation and Technology David Travis and City Clerk Shawn Campbell were in Chambers.

The following department directors and staff members attended the meeting virtually: Senior City Staff Attorney Harry Boesche, Director of Community Development Jeff Tate, Director of Public Works Ingrid Gaub, Director of Parks, Arts, and Recreation Daryl Faber, Director of Finance Jamie Thomas, Director of Administration Dana Hinman, Assistant Finance Director Kevin Fuhrer, Assistant Director of Human Resources Aaron Barber, Community Services Manager Joy Scott, Human Services Program Coordinator Kyla Wright, Business License Program Coordinator Tina Kriss, Airport Manager Tim Mensonides and Assistant Director of Innovation and Technology Ashley Riggs.

III. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports or presentations.

IV. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Ordinance No. 6848 (Tate)(15 Minutes)

Director Tate introduced the Business License Program Coordinator Tina Kriss. He provided Council with a brief description of Tina's roll in the City.

Coordinator Kriss provided Council with a brief description of Ordinance No. 6848 regarding a proposed update to the Business License Code for mobile venders and food trucks. She explained the reasons staff are recommending the update to the Auburn City Code and the proposed changes.

Council discussed the projected revenue, the definition of the sections of the Code, licensing requirements, tracking of mobile food venders, the complexity of the Code and items allowed within the mobile vendor license.

B. Auburn Municipal Airport Advisory Board Annual Update (Gaub)(15 Minutes)

Manager Mensonides and Auburn Airport Board Chair Deanna Clark provided Council with the 2021 Accomplishments at the Airport, including updating the City Code and Zoning Regulations, completed Board Procedures and Standards, update to wayfinding sign, Storm Water improvements, updated self serve fuel system, receiving an award for food drive, and recognized by the USDA for the Airport Wildlife Program. The 2022 Airport Board Workplan including the continued hanger development, Middle Ramp Development, review the airport marketing focus, updating the Airport rules and regulations and the Airport minimum standards.

Council discussed the projected increase in the number of available hangers, the amount of fuel used at the airport, the fee's charged in comparisons with neighboring airports, the waitlist of airport hangers, number of takeoffs and landings and hosting events at the airport.

C. Photo Enforcement: School Zone Safety Cameras (Gaub)(15 Minutes)

Planner Malik provided Council with a presentation on School Zone Speed Cameras. She provided Council with a brief reminder of the conversation's with Council previously, she shared the school zones with flashing beacons, crash history, and school zone speed limits, the preliminary study results, alternative speed calming measures, previous school zone program including revenue and expenses and anticipated costs and revenues to the proposed contract.

Council discussed the spending of any excess revenue, the school zone crash history, the timing of the school zone cameras, costs to the City, driver modification with cameras, when cameras are operational, photo of infraction, people lying about who was driving, placement of school zone

cameras, implementing the contract in two phases, the school districts support of the programs and the process if a person receives an infraction.

D. Legislative Update (Hinman)(10 Minutes)

Director Hinman provided Council with the Legislative Update. She shared the dates of the legislative session, the process for a bill to become a law, current bills regarding public safety, the regulatory and land use, parks and open spaces and social services.

Council discussed funding for the recovery locator program, revenue sources for transportation, clean up of the Washington State Department of Transportation land, use of force language, wait time for health and social services and middle housing bill.

Deputy Mayor Jeyaraj recessed for 5 minutes at 7:44 p.m. Deputy Mayor Jeyaraj reconvened the meeting at 7:50 p.m.

V. FINANCE, TECHNOLOGY AND ECONOMIC DEVELOPMENT DISCUSSION ITEMS

A. Introduction to Economic Development Division (Tate)(20 Minutes)

Economic Development Manager will provide an introduction to the Economic Development Division in the first of a five-part series

Councilmember Baggett chaired this portion of the meeting.

Director Tate introduced Economic Development Manager Jenn Francis. He explained Manager Francis's role and the plan to provide Council several Economic Development updates.

Manager Francis provided Council with an introduction to Economic Development in the City of Auburn. She explained the purpose and roll of Economic Development.

Council discussed open storefronts, Economic Development with industrial properties, BIA activities, what defines a tourist, partnering with the Muckleshoot Tribe and status of vacant lots in the downtown area.

VI. OTHER DISCUSSION ITEMS

There were no other discussion items.

VII. NEW BUSINESS

There was no new business.

VIII. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:23 p.m.

APPROVED this 21st day of March, 2022.

_____ _____

JAMES JEYARAJ, DEPUTY MAYOR Shawn Campbell, City Clerk

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

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the March 7, 2022 Regular City Council Meeting

Date:
March 16, 2022

Department:
Administration

Attachments:
03-07-2022 Minutes

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

Administrative Recommendation:

Background for Motion:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: March 21, 2022

Item Number: CA.B

CITY OF AUBURN WASHINGTON	**City Council Meeting** **March 7, 2022 - 7:00 PM** **City Hall Council Chambers and Virtual** **MINUTES** **Watch the meeting LIVE!** **Watch the meeting video** Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

II. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

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 and led those in attendance in the Pledge of Allegiance.

B. Roll Call

Councilmembers virtually present: Councilmember Baggett, Councilmember Baldwin, Councilmember Brown, Councilmember Mulenga, Councilmember Stearns, Councilmember Trout-Manuel.

Mayor Nancy Backus, Deputy Mayor Jeyaraj, Chief of Police Mark Caillier, Director of Innovation and Technology David Travis, Innovation and Technical Support Specialist Danika Olson, Directory of Human Resources Candis Martinson, Chief of Police Mark Caillier, Records Clerk Hannah Scholl and City Clerk Shawn Campbell were in Chambers.

The following department directors and staff members attended the meeting virtually: City Attorney Kendra Comeau, Director of Public Works Ingrid Gaub, Director of Finance Jamie Thomas, Director of Parks, Arts and Recreation Daryl Faber, Director of Community Development Jeff Tate and Recreation Manager Kevin Witte.

III. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Proclamation - National Women's History Month

Mayor Backus read and proclaimed March 2022 as "National Women's History Month" in the City of Auburn.

B. Proclamation - Problem Gambling Awareness Month

Mayor Backus read and proclaimed March 2022 as "Problem Gambling Awareness Month" in the City of Auburn.

C. Proclamation - Tamil Heritage Day

Mayor Backus read and proclaimed March 9, 2022 as "Tamil Heritage Day" in the City of Auburn.

Meena Aruan and Deputy Mayor Jeyaraj accepted the proclamation and thanked the Mayor and Council for acknowledging Tamil Heritage Day.

D. Proclamation - Solidarity for Ukraine

Mayor Backus read and proclaimed Solidarity with the Country of Ukraine.

Albina Terpetska accepted the proclamation and thanked the Mayor and Council for their support.

E. King County I and Q Facility Update

Leo Flor Director of King County Community and Human Services provided Council a report on the Isolation and Quarantine Facility in the City of Auburn. He stated they are working on selecting a provider for the Health Through Housing Program that will be housed in the facility next.

IV. APPOINTMENTS

A. Boards and Commissions Appointments

City Council to confirm the following appointments to the Business Improvement Area Committee of Ratepayers for a three-year term to expire December 31, 2024:

- Brittiany Karlson
- Katy Selden

Deputy Mayor Jeyaraj moved and Councilmember Baldwin seconded to approve the Board and Commission members to a three year term to expire on December 31, 2024.

MOTION CARRIED UNANIMOUSLY. 7-0

V. AGENDA MODIFICATIONS

There were no modifications to the agenda.

VI. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Audience Participation

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

B. Correspondence

There was no correspondence for Council to review.

VII. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baggett)

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

2. Preservation Funding (Chair Jeyaraj)

   Deputy Mayor Jeyaraj, Chair of the Preservation Funding ad hoc committee reported that the committee consists of Councilmembers Brown and Stearns. They will begin meeting middle of March through April 4th, 2022 and report back to Council April 25th, 2022.

VIII. CONSENT AGENDA

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

A. Minutes of the February 22, 2022 Council Meeting

B. Claims Vouchers (Thomas)

Claims voucher list dated March 7, 2022 which includes voucher numbers 466990 through 467161, in the amount of $1,843,939.70 and six wire transfers in the amount of $758,066.25.

C. Payroll Vouchers (Thomas)

Payroll check numbers 539332 through 539337 in the amount of $543,664.41, electronic deposit transmissions in the amount of $2,198,320.64 for a grand total of $2,741,985.05 for the period covering February 17, 2022 to March 02, 2022

D. Setting date for Public Hearing for New Cingular Wireless PCS, LLC Franchise Agreement

City Council to set date for Public Hearing for Franchise Agreement No. FRN21-0006 for New Cingular Wireless PCS, LLC Wireless Telecommunications Franchise

Deputy Mayor Jeyaraj moved and Councilmember Baggett seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

IX. UNFINISHED BUSINESS

There was no unfinished business.

X. RESOLUTIONS

A. Resolution No. 5651

A Resolution authorizing the Mayor to sign an interlocal agreement admitting the City as a member of the Washington Multi-City Business License and Tax Portal Agency

Councilmember Brown moved and Council Member Trout-Manuel seconded to adopt Resolution No. 5651.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5653

A Resolution authorizing the Mayor to sign an agreement with American Traffic Solutions, Inc., DBA Verra Mobility, for automated traffic safety camera equipment and services in school zones

Councilmember Stearns moved and Deputy Mayor Jeyaraj seconded to adopt Resolution No. 5653.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Resolution No. 5652

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Association of Washington Cities for Grant Funding and to expend the funds for Youth Summer Experience and Enrichment Programs

Deputy Mayor Jeyaraj moved and Councilmember Brown seconded to adopt Resolution No. 5652.

MOTION CARRIED UNANIMOUSLY. 7-0

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**

Deputy Mayor Jeyaraj reported he attended the Growth Management Housing Council meeting.

Councilmember Stearns reported he attended the sub committee of the Murdered and Missing Indigenous Women Task Force and the Pierce County Regional Equity Advisory Commission.

B. **From the Mayor**

Mayor Backus reported she attended the Black History Month Celebration at the Outlet Collection. She noted the City has completed the third podcast on homelessness in the City of Auburn.

XII. NEW BUSINESS

There was no new business.

XIII. CLOSED SESSION

1. Closed Session

   Mayor Backus adjourn into a Closed Session at 7:48 p.m. per RCW 42.30.140(4)(b) for a discussion on collective bargaining for 20 minutes. City Attorney Comeau, Human Resources Director Martinson, and Chief of Police Caillier were required to attend. There is anticipated action to follow. The meeting reconvened at 8:10 p.m. Council added Resolution 5656 to the agenda.

2. Resolution No. 5656

   Deputy Mayor Jeyaraj moved and Councilmember Trout-Manuel seconded to approve Resolution No. 5656.

   MOTION CARRIED UNANIMOUSLY. 7-0

XIV. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:12 p.m.

APPROVED this 21st day of March, 2022.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:
Claims Vouchers (Thomas)

Date:
March 16, 2022

Department:
Finance

Attachments:
No Attachments Available

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

Administrative Recommendation:

Approve Claim Vouchers.

Background for Motion:

Background Summary:

Claims Voucher list dated March 21, 2022 which included voucher numbers 467162 through 467340, in the amount of $3,678,809.96, and three wire transfers in the amount of $717,963.79.

Reviewed by Council Committees:

Councilmember:

Staff: Thomas

Meeting Date: March 21, 2022

Item Number: CA.C

AGENDA BILL APPROVAL FORM

Agenda Subject:
Payroll Vouchers (Thomas)

Date:
March 16, 2022

Department:
Finance

Attachments:
No Attachments Available

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

Administrative Recommendation:

Approve Payroll Vouchers.

Background for Motion:

Background Summary:

Payroll check numbers 539338 through 539344 in the amount of $74,900.71, electronic deposit transmissions in the amount of $2,391,574047, also a special payroll for Police Sergeant Retention Bonuses with electronic deposit transmission in the amount of $77,191.68, for a grand total of $2,543,666.86 for the period covering March 03, 2022 to March 16, 2022.

Reviewed by Council Committees:

Councilmember:

Staff: Thomas

Meeting Date: March 21, 2022

Item Number: CA.D

AGENDA BILL APPROVAL FORM

Agenda Subject:
Public Works Project No. CP2102 (Gaub)

Date:
March 15, 2022

Department:
Public Works

Attachments:
Vicinity Map

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

Administrative Recommendation:

City Council to approve an increase of $75,000.00 in the total maximum authorized contract amount for Public Works Contract No. 21-33; Construction of Project No. CP2102 4th Street SE Preservation – Auburn Way South to L ST SE.

Background for Motion:

Background Summary:

Auburn City Code (ACC) Chapter 3.10 specifies the total maximum authorized contract amount for public work contracts based on contract value. The maximum authorized contract amount includes the original contract amount plus an authorized contingency. The code allows for administrative approval of change order work within the authorized contingency amount. If additional contingency exists within the overall project budget, the code also allows the City Council to increase the total maximum authorized contract amount, which is an increase to the authorized contingency available for administrative approval.

CP2012 4th Street SE Preservation project will reconstruct 4th Street SE from Auburn Way South to L St SE. The project also includes replacement of underground utilities, improved street lighting, construction of an enhanced pedestrian crossing at J Street SE, construct bulb-outs to encourage traffic calming and reduce pedestrian crossing distances and replace sidewalks and curb ramps as needed. During design of the project, it was identified that additional roadway reconstruction and replacement of two water services were needed on the dead-end segment of D Street SE, south of 4th Street SE, however at the time, it was unclear if budget was available to complete this work. Favorable bids have offered the City an opportunity to make the necessary repairs and include it with the construction of the 4th Street SE Preservation project.

This requested increase in the maximum authorized contract amount will use the existing budget and the available overall project contingency to provide for items of work that were not part of the original contract:

1. Additional paving on the dead-end segment of D Street SE, south of 4th Street SE;
2. Replacement of two water services and associated piping and appurtenances;
3. Sidewalk repair; and

4. Permanent signage.

To fund these changes, an increase in the total authorized contract amount of $75,000 will be required, which is available within the existing overall project budget. After the allocation of this additional construction contract contingency, the remaining project budget contingencies are as follows:

$0.00 remains in the 103 Local Street Fund for the project.

$599,997 remains in the 105 Arterial Street Fund for the project.

$112,874 remains in the 460 Water Utility Fund for the project.

$76,132 remains in the 461 Sewer Utility Fund for the project.

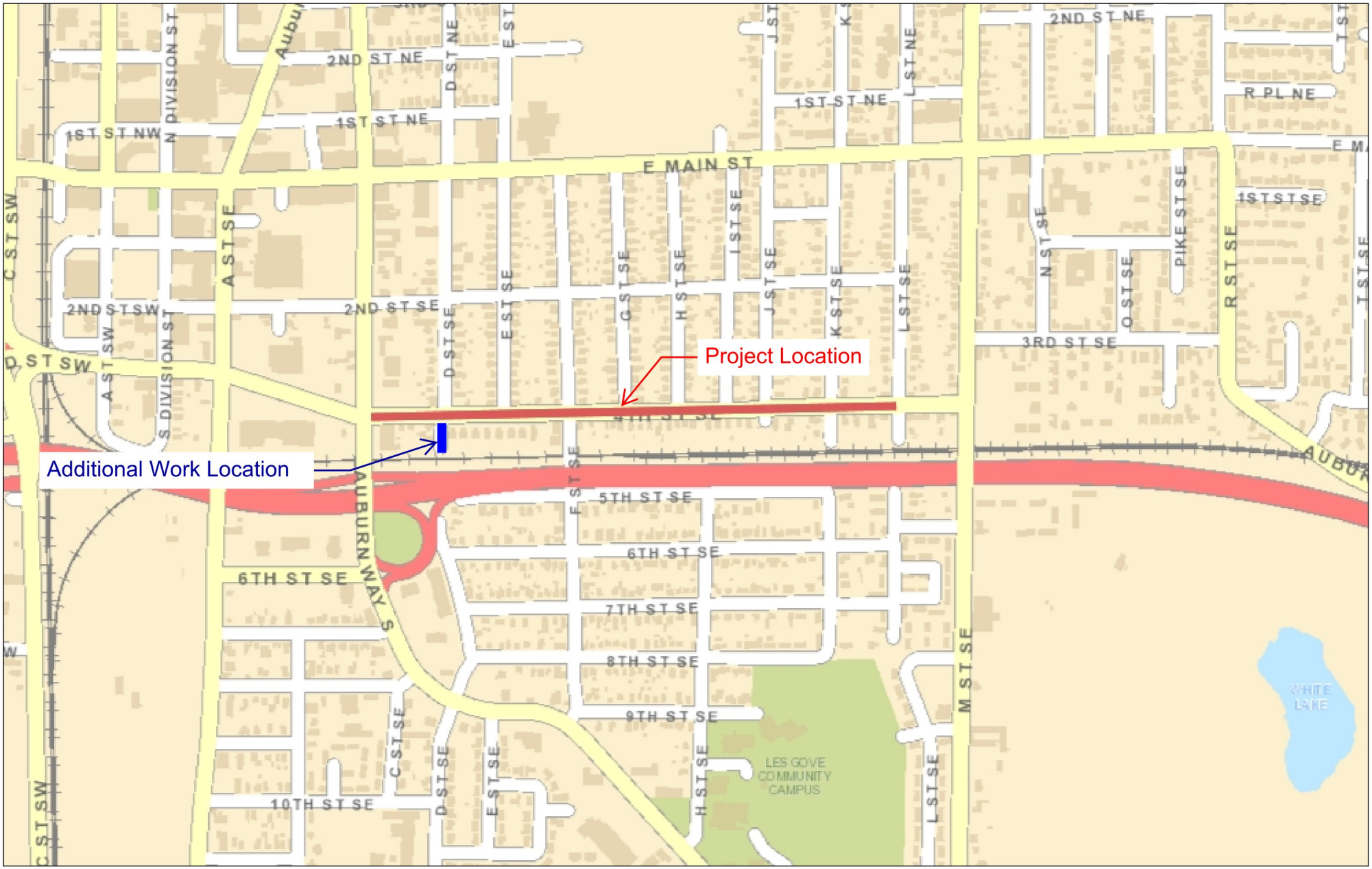
$268,264 remains in the 462 Storm Utility Fund for the project.

Reviewed by Council Committees:

Councilmember:	Stearns	**Staff:**	Gaub
Meeting Date:	March 21, 2022	Item Number:	CA.E

4th Street SE Preservation - Vicinity Map

Printed Date: 12/15/2020
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

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. 6848 (Tate)

Date:
March 15, 2022

Department:
Community Development

Attachments:
Ordinance No. 6848
Exhibit A - Ordinance No. 6848

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

Administrative Recommendation:

City Council to adopt Ordinance No. 6848.

Background for Motion:

I move to adopt Ordinance 6848.

Ordinance No. 6848 moves mobile vending and food truck activities to ACC Chapter 5.20. The new code provides opportunities for mobile vending for a limited number of days per year or to obtain an Auburn business license for longer term mobile vending.

Background Summary:

Overview of Current Mobile Vending and Food Truck Code. Currently the City of Auburn provides opportunity for mobile sales of the sale of plants, flowers, books, crafts, produce, beverages, food, and other similar items in a single location. Traditionally, the process to permit these types of activities has relied upon provisions contained in the city's zoning code (Title 18), specifically Chapter 18.46A ACC "Temporary Uses".

The code provisions within Chapter 18.46A ACC allow for a use to locate within the City of Auburn on a temporary (interim) basis. A Temporary Use Permit (Type I or II) has been required in the past for all mobile vending operations prior to commencing business operations in the city irrespective of where the activity was to occur, how long it was to occur, or what event it was supporting. Historically, Mobile Vendors and Food Truck have been treated under the Type I and Type II categories.

General Code Reorganization. Ordinance No. 6848 seeks to shift how mobile vending and food truck activities are allowed to operate in Auburn. Ordinance No. 6848 adds language to

Chapter 5.20 ACC, a business license regulation so that vendors are subject to the licensing standards instead of the Temporary Use requirements.

The purpose and benefit of the proposed changes to Chapter 5.20 ACC and creating a new section on Mobile Vendors and Food Truck activities will provide multiple benefit to our community and business owners. For example:

1. Increases and supports economic development, fostering opportunities for small businesses and encourages mobile vendors and food truck activities; and
2. Provides a popular and diverse culinary option for the community; and
3. Provides more access to mobile vending and mobile food activities for business owners by reducing the time and cost to operate on a more immediate basis; and
4. Provides regulation to protect public health and safety by ensuring the mobile vendors and mobile food trucks have clear regulations that address health and safety risks; and
5. Provides an exemption for Mobile Vendors and Food Trucks from having to obtain a city business license if they are operating on public or private property (parcel) for 10 (ten) days or less within a 365-day period and that are not located on the same parcel for more than 3 (three) consecutive days; and
6. Still requires a city business license prior to operation for any Mobile Vendor or Food Truck operating for more than 10 (ten) calendar days in a 365-day period or located on the same parcel for more than 3 (three) consecutive days to ensure public health, safety, and welfare of city residents and visitors.
7. Provides information and direction for business owners who would like to operate in the city for either a city sponsored event or those applying for a Special Event Permit. A Special Event Permit is an application for an event that hosted by the city and approved through a permit reviewed by the Special Events Committee for the Auburn Parks, Arts & Recreation Department. In some cases, a mobile vending or food truck activities are part of the special event.

Ordinance 6848 was presented to City Council during the February 28, 2022 Study Session.

Reviewed by Council Committees:

Councilmember:	Stearns	**Staff:**	Tate
Meeting Date:	March 21, 2022	Item Number:	ORD.A

ORDINANCE NO. 6848

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, ADDING SECTION 5.20.260 TO AUBURN CITY CODE TO ALLOW THE REGULATION AND LICENSING OF MOBILE VENDORS AND FOOD TRUCK RELATED ACTIVITIES

WHEREAS, the City of Auburn desires to support economic development, fostering opportunities for small businesses and encourage mobile vendors and food trucks; and

WHEREAS, mobile vending and food trucks are a popular and diverse part of local economies across the United States; and

WHEREAS, the City of Auburn desires to provide further access to desired mobile vending and food trucks which contribute to the diversity of food and retail operations within the city; and

WHEREAS, the City of Auburn seeks to protect public health and safety by ensuring our mobile vendors and food trucks follow clear regulations that address health and safety risks; and

WHEREAS, it is in the interests of the city to establish guidelines for mobile vending and food truck operations to ensure the public health, safety, and welfare of city residents and visitors; and

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

Section 1. Amendment to City Code. That Section 5.20.260 of the Auburn City Code is amended to read shown in Exhibit A.

Section 2. Constitutionality and Invalidity. If any section, subsection sentence, clause, phrase, or portion of this Ordinance, is for any reason held invalid or unconstitutional by any Court of competent jurisdiction such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

ATTEST:

_____
NANCY BACKUS, Mayor

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Kendra Comeau, City Attorney

Published:

ORDINANCE NO. 6848
EXHIBIT A

Division II. Specific Businesses

Chapter 5.20
INDIVIDUAL LICENSE REGULATIONS

Sections:

5.20.010 Chapter purpose and scope.
5.20.020 Definitions – General.
5.20.030 License required – Fee – Term – Notices – Exemptions.
5.20.040 License application – Required – Form.
5.20.050 License application – Approval or disapproval procedure.
5.20.060 License – Display – Nontransferability – Responsibility.
5.20.070 License – Revocation.
5.20.080 Violation – Penalty.
5.20.100 Ambulance businesses.
5.20.110 Amusement devices.
5.20.120 Auto races.
5.20.130 Cabarets.
5.20.140 Carnivals, circuses and shows.
5.20.150 Dances.
5.20.160 Fire extinguisher servicing businesses.
5.20.170 Massage businesses, health salons and public bathhouses.
5.20.180 Merchant patrol and private detective businesses.
5.20.190 Motor vehicle wrecker businesses.
5.20.200 Outdoor musical entertainment.
5.20.210 Pawnbroker and secondhand dealer businesses.
5.20.220 Solicitors.
5.20.230 Taxicab businesses – Provisions adopted by reference.
5.20.240 Tow truck business.
5.20.250 Marijuana related activities.
5.20.260 Mobile Vendors and Food Trucks

5.20.260 Mobile Vendors and Food Trucks

A. Definitions

1. "Mobile Vendors" means any motorized or non-motorized vehicle, trailer, kiosk, pushcart, stand, display, blanket, ground covering, tent, canopy, or other device designed to be portable and not permanently attached to the ground from which food, beverages, and/or goods are peddled, vended, sold, served, displayed, offered for sale, or given away. A display may include a table and cooler.

2. "Food Truck" is a mobile vehicle equipped to prepare, serve, or sell food and/or beverages. Food trucks typically contain onboard power, refrigeration, food preparation facilities and space for up to four employees. This definition also includes any associated seating and tent or canopy.

B. License Application

1. Exemptions. Mobile Vendors or Food Trucks parked on a public or private parcel operating 10 (ten) days or less within a 365-day period and that are not located on the same parcel for more than 3 (three) consecutive days are exempt from the requirement to obtain a city business license or a temporary use permit.

2. City Business License Required. Any Mobile Vendor or Food Truck operating for more than 10 (ten) calendar days in a 365-day period or located on the same parcel for more than 3 (three) consecutive days, is required to obtain a city business license prior to operation. Review of the business license will include, but is not limited to, all applicable regulations in the Auburn City Code, and conditions of approval related to previously approved development approvals on the subject site, with the following exceptions:

    a. Mobile Vendors and Food Trucks shall not be subject to the temporary use permit requirements of Chapter 18.46A ACC.

    b. Mobile Vendors and Food Trucks shall not be subject to additional parking requirements of Chapter 18.52 ACC beyond what was established for the underlying site development approvals.

3. Operating in the city right-of-way. Mobile Vendors and Food Trucks that operate in the public right-of-way such as along streets or sidewalks shall first apply for and obtain a right-of-way use permit for a specific single location and not transferable to a new location. This requirement is in addition to a city business license unless exempt from the city business license based on the time limitations provided in ACC 5.2.260(B)(1), above. See Chapter 12.60 ACC for right-of-way use permit regulations and procedures.

4. All Mobile Vendors and Food Trucks, whether they are exempt from a license or not, are required to comply with all applicable Federal, State, and County requirements including all State and County Health Department regulations. Exempt vendors may be relieved a city business license, but the mobile vendor or food truck shall still comply with all other applicable rules and regulations of the Auburn City Code.

C. Specific City Business License Regulations

1. Zoning Districts.

   a. Non-Residential Zones: Mobile Vendors and Food Trucks are permitted to operate in all non-residential zones. For purposes of this Chapter, non-residential zones include all commercial, industrial, and special purpose zones and districts.

   b. Residential Zones: Mobile vendors and food trucks operating in residential zoning districts are permitted for no more than 3 (three) calendar days in the same general location. Mobile vendors and food trucks shall be fully self-contained, require no utility or power connections, and are not allowed to have freestanding appurtenant structures beyond the cart of vehicle, such as, but not limited to, canopies and tents as allowed for other zoning location as provided in ACC 5.2.260(C)(5). For purposes of this Chapter, residential zones shall include all residential zoning designations and planned unit developments.

2. Vending location.

   a. Non-Residential Zones: Mobile Vendors and Food Trucks on private or public property may be parked in a designated parking spot or other location used for parking that will not negatively impact vehicular and non-motorized circulation or safety, does not block fire lanes or accessible parking stalls, and that does not impede visual site distance for drivers. Mobile Vendors and Food Trucks may be placed in other locations outside developed parking or circulation areas that do not disrupt vehicular or non-motorized circulation or that do not adversely affect site improvements, such as utilities and landscaping.
   Any Mobile Vendors or Food Trucks operating in the public right-of-way shall operate in a location in accordance with an approved right-of-way use permit.

   b. Residential Zones: Mobile Vendors and Food Trucks shall not be parked on residential front yards or driveways where they would impede a public sidewalk. Appropriate parking locations include, but are not limited to, private access tracts, private driveways where the public sidewalk is not blocked, private common properties, and within the public right-of-way provided that a right-of-way permit is issued.

   c. All Zones: Mobile Vendors and Food Trucks shall not be parked in a location that blocks access to a city owned utility or where it will impede garbage collection or mail delivery.

3. Garbage, recycling, and composting. Mobile Vendors and Food Trucks shall provide sufficient garbage, recycling, and composting receptacles nearby to accommodate all refuse generated by the operation. Mobile Vendors and Food Trucks that are sited in the same location for less than a 365-day period must meet the garbage, recycling and composting standards established in ACC Title 15. Mobile Vendors and Food Trucks that are sited in the same location for more than a 365-day period must meet the garbage, recycling and composting provisions established in ACC Title 15 and Title 18. At the cessation of operations, the Applicant shall also be responsible for removal of any litter or debris and restoration of the affected area. Food trucks that connect to city utilities or an onsite plumbing system must also adhere to the Fats, Oil, and Grease (FOG)plan requirements established in Chapter 13.22.

4. Use of liquid petroleum gas (propane) or an open flame (wood or charcoal). A permit from the Valley Regional Fire Authority is required for the use of propane or an open flame.

5. In addition to canopies, awnings or any other attachments that are supported entirely by the cart or vehicle and do not touch the ground, a single canopy or tent with three or fewer flexible sheeting walls are allowed as a freestanding structure (not supported by the cart or vehicle), if located within five feet of the cart or vehicle, are less than 150 square feet in area, are supported on a frame that is manufactured as an integral unit, maintained in original "like new" condition, and are without added flexible sheeting panels, colors, or signage.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6850 (Thomas)

Date:
March 16, 2022

Department:
Finance

Attachments:
Memo
Ordinance No. 6850
Schedule A
Schedule B

Budget Impact:

Administrative Recommendation:

Council to adopt Ordinance No. 6850

Background for Motion:

Budget Amendment #5 will adjust the 2022 budget to account for new revenue sources not previously budgeted; carry forward unspent budget from 2021; increase the budget for new programs and for ARPA funded projects; realign project budgets; and adding the authority to convert (1) Limited Term Employee to (1) Full Time Employee and convert (1)Temporary Employee to (1) Limited Term Employee.

Background Summary:

Ordinance No. 6850 (Budget Amendment #5) represents the fifth budget amendment for the 2021-2022 biennium and the second budget amendment for 2022. For details, see the attached transmittal memorandum and supporting materials.

Reviewed by Council Committees:

Councilmember: Baggett
Staff: Thomas
Meeting Date: March 21, 2022
Item Number: ORD.B

CITY OF AUBURN WASHINGTON

Interoffice Memorandum

To: City Council

From: **Jamie Thomas, Finance Director**

CC: Nancy Backus, Mayor

Date: March 9, 2022

Re: Ordinance #6850 – 2021-2022 Budget Amendment #5

The City's biennial 2021-2022 budget was approved by Council as two one-year appropriations. Budget Amendments #1, #2, and #3, amended the budget for calendar year 2021. Budget Amendment #4, which was adopted in November 2021, amended the 2022 budget

This amendment will be the fifth budget amendment for the biennium and the second budget amendment for calendar year 2022. The purpose of this amendment is to 1) realign significant revenue sources; 2) carry forward remaining 2021 budget authority for identified programs and costs that were budgeted in 2021 but not completed; 3) adjust capital project budgets as needed; and 4) add budget authority for new programs and other expected changes in 2022.

This budget amendment includes three requests to convert the status of existing, authorized positions:

1.	Convert Part-Time Museum Curator to Limited Term (LTE)	$ 57,900
2.	Convert Senior Accounting Specialist LTE to Senior Accountant FTE	0
3.	Convert Cemetery Maintenance Worker LTE to Full Time Employee (FTE)	0

Realign Significant Revenue Sources. This category recognizes changes to revenue budgets to more closely align with expected collections as well as new grant revenues. Total revenue adjustments total $9.8 million and include:

• Receive American Rescue Plan Act (ARPA) revenues	$7,375,600
• Proceeds from the sale of Fire Station #31 to the Valley Regional Fire Authority	2,029,800
• State Dept. of Commerce grant for transit-oriented development	250,000
• Association of Washington Cities grant for summer programs for children	230,700
• King County and interlocal grants for Mill Creek property acquisitions	166,100
• Community Development Block Grants	163,200
• State Dept. of Commerce grant for Housing Action Plan implementation	100,000
• Reduced interagency grant for the Jacobsen Tree Farm project (cp2020)	– 500,000

Carry forward unspent expenditure spending authority from 2021: This amendment enables the completion of various contracts in 2022 by carrying forward unspent resources at the end of 2021. Note that carry forwards in capital funds are not included in this budget amendment due to the adoption of multi-year capital budgeting, as approved in Ordinance No. 6682.

Total requested carry forwards equal $2.4 million. Significant items requested to be carried forward include:

• Community Development Block Grants from prior years	$ 643,000
• IT Fund costs for hardware, software, and professional services	255,000
• Professional services for water rights mitigation plan	230,000
• SCADA system upgrade	300,000
• Roof replacement for the Arts & Culture Center	150,000
• Veterans, Seniors, and Human Services levy for the Senior Center	114,500
• Auburn Community Resource Center (ACRC) design	88,800

Adjust capital project budgets. These requests represent changes to project budgets, excluding unspent capital project budgets from 2021 that are automatically carried forward into 2022.

Total requested adjustments to capital projects net to a reduction of $1.4 million. Significant project adjustments included in this budget amendment include:

• Reduced budget and Parks fees for the Jacobsen Tree Farm project (cp2020)	– $2,581,600
• Correct budget for North Airport Stormwater Improvements (cp2118)	– 300,000
• Paving gravel roads (cp2125) – ARPA-funded	636,866
• Increase budgets for Sewer and Stormwater comprehensive plans	280,000
• Increase budget for 2nd Street Reconstruction project – fee-supported (cp2003)	225,000
• Auburn Way South Roundabout Improvement – ARPA-funded (cp1622)	150,000
• 124th Avenue Streets Improvements	100,000
• Arterial Pedestrian and Bike Safety project	100,000

Add budget authority for new programs and other expected changes in 2022. These include requests for increased funding for existing programs and funding requests for new projects or programs. New requests, which total $4.1 million, include:

• Retention and hiring bonuses from new Police CBA (ARPA-funded)	$ 825,000
• COLA increase and deferred compensation from new Police CBA	645,000
• Mitigation of negative economic impacts of COVID (ARPA-funded)	500,000
• Housing and Essential Needs (HEN) vouchers (ARPA-funded)	250,000
• Comprehensive Plan framework and element upgrades	250,000
• Golf Course clubhouse repairs (covered by insurance)	150,000
• Increased funding for City Hall elevator modernization project	133,000
• Increased funding for the Diversity, Equity & Inclusion (DEI) program	124,500

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

Table 1: 2022 Budget as Amended

2022 Amended Budget	$ 346,904,128
Budget Amendment #5 (Ord # 6850)	13,580,486
2022 Budget as Amended	$ 360,484,614

Attachments:

- ❖ Ordinance # 6850
- ❖ Schedule “A” – Summary of 2022 Budget Adjustments by Fund
- ❖ Schedule “B” – 2022 Appropriations by Fund

ORDINANCE NO. 6850

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING ORDINANCE NO. 6794, THE 2021-2022 BIENNIAL OPERATING BUDGET ORDINANCE, AND ORDINANCE NO. 6796, THE 2021-2022 BIENNIAL CAPITAL BUDGET ORDINANCE, AS AMENDED BY ORDINANCE NO. 6815, ORDINANCE NO. 6827, ORDINANCE NO. 6836, AND ORDINANCE NO. 6837, AUTHORIZING AMENDMENT TO THE CITY OF AUBURN 2021-2022 BUDGET AS SET FORTH IN SCHEDULE "A" AND SCHEDULE "B"

WHEREAS, the Auburn City Council at its regular meeting of November 16, 2020, adopted Ordinances Nos. 6794 and 6796 which adopted the City of Auburn 2021-2022 biennial operating and capital budgets; and

WHEREAS, the Auburn City Council at its regular meeting of April 5, 2021, adopted Ordinance No. 6815 (BA#1) which amended Ordinances Nos. 6794 and 6796 which adopted the City of Auburn 2021-2022 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of August 2, 2021, adopted Ordinance No. 6827 (BA#2) which amended Ordinance No. 6815 which amended the City of Auburn 2021-2022 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of November 1, 2021, adopted Ordinances Nos. 6836 (BA#3) and 6837 (BA#4), both of which amended Ordinance No. 6827 which amended the City of Auburn 2021-2022 Biennial budget; and

WHEREAS, the City of Auburn deems it necessary to appropriate additional funds to the various funds of the 2022 budget as outlined in this Ordinance (BA#5); 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 2021-2022 Biennial Budget. The 2021-2022 Biennial Budget of the City of Auburn is amended pursuant to Chapter 35A.34 RCW, to reflect the revenues and expenditures as shown on Schedule "A" attached hereto and incorporated herein by reference. The Mayor of the City of Auburn, Washington is hereby authorized to utilize revenue and expenditure amounts shown on said Schedule "A" and Schedule "B". A copy of said Schedule "A" and Schedule "B" is on file with the City Clerk and available for public inspection.

Section 2. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of the application of it to any person or circumstance, will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Kendra Comeau, City Attorney

PUBLISHED:_____

Schedule A
Summary of 2022 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6850)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
General Fund (#001)						
2022 Adopted Budget	10,524,785	81,938,250	85,605,016	6,858,019		
Previous Budget Amendments	6,891,448	(106,600)	2,778,300	4,006,548		
2022 Amended Budget	17,416,233	81,831,650	88,383,316	10,864,567		
BA#5 (Ordinance #6850, Proposed):	667,070	2,708,000	4,804,370	(1,429,300)		
Mayor's Office:						
Diversity, Equity & Inclusion Carry Forward	46,600	-	46,600	-	OT	001-01
Carry-Forward of Sally Port Project at City Hall	39,600	-	39,600	-	OT	001-02
Inclusive Auburn Initiative – Diversity, Equity & Inclusion Program	-	-	124,500	(124,500)	OT	001-03
Human Resources:						
DEI Data Dashboard (ARPA-Funded)	-	50,000	50,000	-	OT	001-04
Temporary Internship Position in HR	-	-	20,000	(20,000)		001-05
HR Lobby Build-Out Budget Carry Forward	25,000	-	25,000	-		001-06
Vaccination Incentive Program Carry-Forward (ARPA Funded)	-	15,000	15,000	-		001-07
Finance Department:						
Convert Sr. Accounting Specialist LTE to Sr. Accountant FTE (no cost in 2022)	-	-	-	-	OG	001-08
City Attorney's Office:						
Emergency Housing Voucher Program (ARPA-Funded)	-	250,000	250,000	-	OG	001-09
Auburn Resource Center & Homeless Outreach Funding	-	-	36,700	(36,700)	OT	001-10
Property Management Budget Increase	-	-	25,000	(25,000)	OT	001-11
Carry Forward Budget for Server Room Retrofit and Furniture	45,000	-	45,000	-	OT	001-12
ACRC – Design & Engineering Carry-Forward and New Request	88,800	-	118,800	(30,000)	OT	001-13
Community Development:						
Transit-Oriented Development Implementation Grant	-	250,000	250,000	-	OT	001-14
Comprehensive Plan Framework and Element Updates	-	-	250,000	(250,000)	OT	001-15
ARPA Funding for Mitigated Negative Economic Impacts	-	500,000	500,000	-	OT	001-16
Façade Improvement Grant Program	20,600	-	20,600	-	OT	001-17
Human Services Budget Carry Forward	27,000	-	27,000	-	OT	001-18
SKHHP Regional Effort	-	100,000	100,000	-	OT	001-19
SKHHP Membership Dues	-	-	26,000	(26,000)	OT	001-20
Housing Action Plan Implementation Grant	-	100,000	100,000	-	OT	001-21
Police Department:						
Police CBA Impacts to 2022 Budget	-	819,000	1,459,000	(640,000)	OG/OT	001-22
Carry Forward of ARPA Funds for Axon Contract	-	42,900	42,900	-	OT	001-23
Public Works Department:						
Commute Trip Reduction Program	-	28,000	28,000	-	OG	001-24
Local Road Safety Plan Carry Forward	40,000	-	40,000	-	OT	001-25
Comprehensive Transportation Plan Carry Forward	65,000	-	65,000	-	OT	001-26
Translation Services (ARPA-Funded)	-	75,000	75,000	-	OT	001-27

Schedule A
Summary of 2022 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6850)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
Parks Department:						
WSDA Grant for Auburn Farmers Market Carry Forward	17,520	-	17,520	-	OT	001-28
KCD 2022 Grant for Auburn Farmers Market	-	20,000	20,000	-	OT	001-29
Pumphouse Electrical Panel & Irrigation Pump	50,200	-	50,200	-	OT	001-30
Golf Course Clubhouse Repairs	-	150,000	150,000	-	OT	001-31
Miscellaneous Safety and Repair at the Auburn Golf Course	-	-	40,000	(40,000)	OT	001-32
Convert P/T Museum Curator to LTE	-	-	57,900	(57,900)	OT	001-33
King County Revive and Thrive 2022 Grant for Petpalooza	-	9,000	9,000	-	OT	001-34
Senior Center VSHSL Grant Carry Forward	114,500	-	114,500	-	OT	001-35
Auburn Arts & Culture Ctr Carry Forward and New Funding Request	51,000	-	141,000	(90,000)	OT	001-36
4Culture – Auburn Arts Alley Funding Carry Forward	-	18,400	18,400	-	OT	001-37
AWC 2022 SEEK Programs	-	230,700	230,700	-	OT	001-38
Auburn Way South Median Landscape Replanting/Irrigation	-	50,000	50,000	-	OT	001-39
Streets Department:						
Street Light Repairs Carry Forward	36,250	-	36,250	-	OT	001-40
Non Departmental:						
ERR Reimbursement for Vehicle Overruns	-	-	75,000	(75,000)	OT	001-41
Replace Golf Mower	-	-	14,200	(14,200)	OT	001-42
Revised 2022 Budget - Fund 001	18,083,303	84,539,650	93,187,686	9,435,267		
Arterial Street Fund (#102)						
2022 Adopted Budget	427,309	5,778,300	5,892,400	313,209		
Previous Budget Amendments	129,821	315,000	515,000	(70,179)		
2022 Amended Budget	557,130	6,093,300	6,407,400	243,030		
BA#5 (Ordinance #6850, Proposed):	-	200,000	350,000	(150,000)		
Arterial Pedestrian and Bike Safety Project	-	-	100,000	(100,000)		102-01
124th Ave SE Improvements Project	-	50,000	100,000	(50,000)		102-02
Auburn Way South Roundabout (ARPA-Funded)	-	150,000	150,000	-		102-03
Revised 2022 Budget - Fund 102	557,130	6,293,300	6,757,400	93,030		
Local Street Fund (#103)						
2022 Adopted Budget	1,318,428	1,660,500	1,664,500	1,314,428		
Previous Budget Amendments	709,525	-	-	709,525		
2022 Amended Budget	2,027,953	1,660,500	1,664,500	2,023,953		
BA#5 (Ordinance #6850, Proposed):	-	636,866	636,866	-		
Paving Gravel Roads (ARPA-Funded)	-	636,866	636,866	-	OT	103-01
Revised 2022 Budget - Fund 103	2,027,953	2,297,366	2,301,366	2,023,953		

Schedule A
Summary of 2022 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6850)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
Arterial Street Preservation Fund (#105)						
2022 Adopted Budget	1,514,104	2,058,800	2,135,000	1,437,904		
Previous Budget Amendments	(71,451)	-	-	(71,451)		
2022 Amended Budget	1,442,653	2,058,800	2,135,000	1,366,453		
BA#5 (Ordinance #6850, Proposed):	-	225,000	225,000	-		
Increase Budget for 2nd Street Reconstruction Project	-	225,000	225,000	-	OT	105-01
Revised 2022 Budget - Fund 105	1,442,653	2,283,800	2,360,000	1,366,453		
American Rescue Plan Act Fund Fund (#106)						
2022 Adopted Budget	-	-	-	-		
Previous Budget Amendments	5,416,700	-	1,970,000	3,446,700		
2022 Amended Budget	5,416,700	-	1,970,000	3,446,700		
BA#5 (Ordinance #6850, Proposed):	371,300	7,375,600	2,923,166	4,823,734		
Paving Gravel Roads (ARPA-Funded)	-	-	636,866	(636,866)	OT	106-01
Police CBA Impacts to 2022 Budget	-	-	825,000	(825,000)	OG/OT	106-02
Translation Services (ARPA-Funded)	-	-	75,000	(75,000)	OT	106-03
Carry Forward ARPA-Funded Utility Assistance Program Funds	328,400	-	328,400	-	OT	106-04
Vaccination Incentive Program Carry-Forward (ARPA Funded)	-	-	15,000	(15,000)	OT	106-05
ARPA Revenue	-	7,375,600	-	7,375,600	OT	106-06
Auburn Way South Median Landscape Replanting/Irrigation	-	-	50,000	(50,000)	OT	106-07
Auburn Way South Roundabout (ARPA-Funded)	-	-	150,000	(150,000)	OT	106-08
Carry Forward of ARPA Funds for Axon Contract	42,900	-	42,900	-	OT	106-09
ARPA Funding for Mitigated Negative Economic Impacts	-	-	500,000	(500,000)	OT	106-10
Emergency Housing Voucher Program (ARPA-Funded)	-	-	250,000	(250,000)	OG	106-11
DEI Data Dashboard (ARPA-Funded)	-	-	50,000	(50,000)	OT	106-12
Revised 2022 Budget - Fund 106	5,788,000	7,375,600	4,893,166	8,270,434		
Drug Forfeiture Fund (#117)						
2022 Adopted Budget	612,573	148,000	356,531	404,042		
Previous Budget Amendments	(53,266)	-	-	(53,266)		
2022 Amended Budget	559,307	148,000	356,531	350,776		
BA#5 (Ordinance #6850, Proposed):	-	6,000	11,000	(5,000)		
Police CBA Impacts to 2022 Budget	-	6,000	11,000	(5,000)	OG/OT	117-01
Revised 2022 Budget - Fund 117	559,307	154,000	367,531	345,776		

Schedule A
Summary of 2022 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6850)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
Housing & Comm Develop Fund (#119)						
2022 Adopted Budget	42,904	600,000	600,000	42,904		
Previous Budget Amendments	(579)	-	-	(579)		
2022 Amended Budget	42,325	600,000	600,000	42,325		
BA#5 (Ordinance #6850, Proposed):	-	744,900	744,900	-		
Community Development Block Grant Fund Adjustments for 2022	-	744,900	744,900	-	OT	119-01
Revised 2022 Budget - Fund 119	42,325	1,344,900	1,344,900	42,325		
Cumulative Reserve Fund (#122)						
2022 Adopted Budget	6,484,315	80,000	1,950,000	4,614,315		
Previous Budget Amendments	4,196,829	-	-	4,196,829		
2022 Amended Budget	10,681,144	80,000	1,950,000	8,811,144		
BA#5 (Ordinance #6850, Proposed):	-	2,029,800	-	2,029,800		
Sale of Fire Station	-	2,029,800	-	2,029,800	OT	122-01
Revised 2022 Budget - Fund 122	10,681,144	2,109,800	1,950,000	10,840,944		
Mitigation Fees Fund (#124)						
2022 Adopted Budget	9,372,642	1,161,900	5,851,450	4,683,092		
Previous Budget Amendments	(1,476,597)	-	(300,000)	(1,176,597)		
2022 Amended Budget	7,896,045	1,161,900	5,551,450	3,506,495		
BA#5 (Ordinance #6850, Proposed):	-	-	(2,581,550)	2,581,550		
Reduce Funding for Jacobsen Tree Farm Project	-	-	(2,581,550)	2,581,550	OT	124-01
Revised 2022 Budget - Fund 124	7,896,045	1,161,900	2,969,900	6,088,045		
Parks Construction Fund (#321)						
2022 Adopted Budget	1,031,996	3,483,950	3,730,050	785,896		
Previous Budget Amendments	(177,301)	125,000	125,000	(177,301)		
2022 Amended Budget	854,695	3,608,950	3,855,050	608,595		
BA#5 (Ordinance #6850, Proposed):	-	(2,915,450)	(2,815,450)	(100,000)		
Reduce Funding for Jacobsen Tree Farm Project	-	(3,081,550)	(3,081,550)	-	OT	321-01
Mill Creek Assemblage (Grant-Funded)	-	166,100	166,100	-	OT	321-02
Miscellaneous Park Improvements	-	-	100,000	(100,000)	OT	321-03
Revised 2022 Budget - Fund 321	854,695	693,500	1,039,600	508,595		

Schedule A
Summary of 2022 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6850)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
Capital Improvements Fund (#328)						
2022 Adopted Budget	4,037,304	3,109,910	3,689,210	3,458,004		
Previous Budget Amendments	3,027,711	1,550,000	1,950,000	2,627,711		
2022 Amended Budget	7,065,015	4,659,910	5,639,210	6,085,715		
BA#5 (Ordinance #6850, Proposed):	150,000	-	150,000	-		
Arts & Cultural Roof Replacement Carry Forward	150,000	-	150,000	-	OT	328-01
Revised 2022 Budget - Fund 328	7,215,015	4,659,910	5,789,210	6,085,715		
Water Fund (#430)						
2022 Adopted Budget	11,169,984	19,298,050	23,266,154	7,201,880		
Previous Budget Amendments	(210,918)	-	(1,032,800)	821,882		
2022 Amended Budget	10,959,066	19,298,050	22,233,354	8,023,762		
BA#5 (Ordinance #6850, Proposed):	422,000	-	573,900	(151,900)		
Hydraulic Modeling Services Carry Forward	42,000	-	42,000	-	OT	430-01
SCADA Radio System Upgrade Carry Forward	150,000	-	150,000	-	OT	430-02
Consultant Services for Utility Rate Studies	-	-	44,300	(44,300)	OT	430-03
Carry Forward Professional Services for Water Rights	230,000	-	230,000	-	OT	430-04
Reallocate Utility Bill Printing and Credit Card Fee Expenses	-	-	72,100	(72,100)	OT	430-05
ERR Reimbursement for Vehicle Overruns	-	-	35,500	(35,500)	OT	430-06
Revised 2022 Budget - Fund 430	11,381,066	19,298,050	22,807,254	7,871,862		
Sewer Fund (#431)						
2022 Adopted Budget	9,001,356	9,992,880	8,321,966	10,672,270		
Previous Budget Amendments	(286,984)	-	976,400	(1,263,384)		
2022 Amended Budget	8,714,372	9,992,880	9,298,366	9,408,886		
BA#5 (Ordinance #6850, Proposed):	100,000	-	197,100	(97,100)		
SCADA Radio System Upgrade Carry Forward	100,000	-	100,000	-	OT	431-01
Consultant Services for Utility Rate Studies	-	-	25,000	(25,000)	OT	431-02
Reallocate Utility Bill Printing and Credit Card Fee Expenses	-	-	72,100	(72,100)	OT	431-03
Revised 2022 Budget - Fund 431	8,814,372	9,992,880	9,495,466	9,311,786		

Schedule A
Summary of 2022 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6850)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
Storm Drainage Fund (#432)						
2022 Adopted Budget	10,263,121	10,951,870	9,283,281	11,931,710		
Previous Budget Amendments	613,461	-	369,600	243,861		
2022 Amended Budget	10,876,582	10,951,870	9,652,881	12,175,571		
BA#5 (Ordinance #6850, Proposed):	50,000	-	147,800	(97,800)		
SCADA Radio System Upgrade Carry Forward	50,000	-	50,000	-	OT	432-01
Consultant Services for Utility Rate Studies	-	-	25,700	(25,700)	OT	432-02
Reallocate Utility Bill Printing and Credit Card Fee Expenses	-	-	72,100	(72,100)	OT	432-03
Revised 2022 Budget - Fund 432	10,926,582	10,951,870	9,800,681	12,077,771		
Solid Waste Fund (#434)						
2022 Adopted Budget	5,578,288	18,629,600	18,719,680	5,488,208		
Previous Budget Amendments	(281,301)	-	681,200	(962,501)		
2022 Amended Budget	5,296,987	18,629,600	19,400,880	4,525,707		
BA#5 (Ordinance #6850, Proposed):	-	-	(216,300)	216,300		
Reallocate Utility Bill Printing and Credit Card Fee Expenses	-	-	(216,300)	216,300	OT	434-01
Revised 2022 Budget - Fund 434	5,296,987	18,629,600	19,184,580	4,742,007		
Airport Fund (#435)						
2022 Adopted Budget	1,608,781	1,507,100	2,878,847	237,034		
Previous Budget Amendments	(473,825)	750,000	(397,200)	673,375		
2022 Amended Budget	1,134,956	2,257,100	2,481,647	910,409		
BA#5 (Ordinance #6850, Proposed):	10,000	-	10,000	-		
Airport Repairs & Maintenance Carry Forward	10,000	-	10,000	-	OT	435-01
Revised 2022 Budget - Fund 435	1,144,956	2,257,100	2,491,647	910,409		
Cemetery Fund (#436)						
2022 Adopted Budget	364,582	1,280,400	1,386,048	258,934		
Previous Budget Amendments	437,117	97,100	97,100	437,117		
2022 Amended Budget	801,699	1,377,500	1,483,148	696,051		
BA#5 (Ordinance #6850, Proposed):	-	-	15,000	(15,000)		
Cemetery Gator Replacement	-	-	15,000	(15,000)	OT	436-01
Convert Cemetery Maintenance Worker LTE to FTE (no cost in 2022)	-	-	-	-	OG	436-02
Revised 2022 Budget - Fund 436	801,699	1,377,500	1,498,148	681,051		

Schedule A
Summary of 2022 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6850)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
Sewer Capital Fund (#461)						
2022 Adopted Budget	8,125,157	755,600	3,815,900	5,064,857		
Previous Budget Amendments	(395,750)	-	-	(395,750)		
2022 Amended Budget	7,729,407	755,600	3,815,900	4,669,107		
BA#5 (Ordinance #6850, Proposed):	-	-	100,000	(100,000)		
Additional Funding for Comprehensive Sewer Plan	-	-	100,000	(100,000)	OT	461-01
Revised 2022 Budget - Fund 461	7,729,407	755,600	3,915,900	4,569,107		
Storm Drainage Capital Fund (#462)						
2022 Adopted Budget	6,713,135	562,800	4,651,800	2,624,135		
Previous Budget Amendments	519,381	-	1,381,000	(861,619)		
2022 Amended Budget	7,232,516	562,800	6,032,800	1,762,516		
BA#5 (Ordinance #6850, Proposed):	-	-	(120,000)	120,000		
Additional Funding for Comprehensive Storm Drainage Plan	-	-	180,000	(180,000)	OT	462-01
Correct CP2118 Project Budget	-	-	(300,000)	300,000	OT	462-02
Revised 2022 Budget - Fund 462	7,232,516	562,800	5,912,800	1,882,516		
Facilities Fund (#505)						
2022 Adopted Budget	623,845	3,694,500	3,724,226	594,119		
Previous Budget Amendments	(46,261)	(67,800)	112,000	(226,061)		
2022 Amended Budget	577,584	3,626,700	3,836,226	368,058		
BA#5 (Ordinance #6850, Proposed):	42,700	150,000	438,700	(246,000)		
Replace Justice Center Elevator Components	-	-	50,000	(50,000)	OT	505-01
Arts & Cultural Roof Replacement Carry Forward	-	150,000	150,000	-	OT	505-02
City Hall Elevator Modification Carry Forward and New Request	42,700	-	175,700	(133,000)	OT	505-03
Compliance with Clean Building Standards	-	-	20,000	(20,000)	OG	505-04
Contracted Security	-	-	43,000	(43,000)	OT	505-05
Revised 2022 Budget - Fund 505	620,284	3,776,700	4,274,926	122,058		

Schedule A
Summary of 2022 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6850)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
Innovation & Technology Fund (#518)						
2022 Adopted Budget	1,949,637	6,903,800	7,014,444	1,838,993		
Previous Budget Amendments	126,252	6,000	6,000	126,252		
2022 Amended Budget	2,075,889	6,909,800	7,020,444	1,965,245		
BA#5 (Ordinance #6850, Proposed):	255,000	-	255,000	-		
Carry Forward IT Equipment, Upgrades and Licenses	255,000	-	255,000	-	OT	518-01
Revised 2022 Budget - Fund 518	2,330,889	6,909,800	7,275,444	1,965,245		
Equipment Rental Fund (#550)						
2022 Adopted Budget	1,552,779	2,301,100	3,079,708	774,171		
Previous Budget Amendments	227,114	-	25,700	201,414		
2022 Amended Budget	1,779,893	2,301,100	3,105,408	975,585		
BA#5 (Ordinance #6850, Proposed):	-	-	86,000	(86,000)		
ERR Reimbursement for Vehicle Overruns	-	-	86,000	(86,000)	OT	550-01
Revised 2022 Budget - Fund 550	1,779,893	2,301,100	3,191,408	889,585		
Equipment Rental Capital Fund (#560)						
2022 Adopted Budget	3,902,729	1,993,760	1,435,600	4,460,889		
Previous Budget Amendments	(1,059,460)	72,700	72,700	(1,059,460)		
2022 Amended Budget	2,843,269	2,066,460	1,508,300	3,401,429		
BA#5 (Ordinance #6850, Proposed):	-	225,700	301,400	(75,700)		
Replace Golf Mower	-	14,200	89,900	(75,700)	OT	560-01
Cemetery Gator Replacement	-	15,000	15,000	-	OT	560-02
ERR Reimbursement for Vehicle Overruns	-	196,500	196,500	-	OT	560-03
Revised 2022 Budget - Fund 560	2,843,269	2,292,160	1,809,700	3,325,729		

Schedule A
Summary of 2022 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6850)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
SKHHP Fund (#654)						
2022 Adopted Budget	186,885	252,300	315,450	123,735		
Previous Budget Amendments	38,028	24,225	25,400	36,853		
2022 Amended Budget	224,913	276,525	340,850	160,588		
BA#5 (Ordinance #6850, Proposed):	-	126,000	100,000	26,000		
SKHHP Regional Effort	-	100,000	100,000	-	OT	654-01
SKHHP Membership Dues	-	26,000	-	26,000	OT	654-02
Revised 2022 Budget - Fund 654	224,913	402,525	440,850	186,588		
Grand Total - All Funds						
2022 Adopted Budget	109,651,771	216,957,920	237,525,025	89,084,666		
Previous Budget Amendments	18,764,712	1,529,725	7,424,350	12,870,087		
2022 Amended Budget	128,416,483	218,487,645	244,949,375	101,954,753		
TOTAL BA#5 (Ordinance #6850, Proposed):	2,068,070	11,512,416	6,336,902	7,243,584		
Revised 2022 Budget	130,484,553	230,000,061	251,286,277	109,198,337		
		360,484,614		360,484,614		

Schedule B
2021 Ending Fund Balance/Working Capital
by Fund

Fund	2022 Adopted Budget	BA#4 (Ord #6837)	2022 Amended Budget (before BA#5)	BA#5 (Ord #6850)	Revised Budget
General Fund (#001)	6,858,019	4,006,548	10,864,567	(1,429,300)	9,435,267
Arterial Street Fund (#102)	313,209	(70,179)	243,030	(150,000)	93,030
Local Street Fund (#103)	1,314,428	709,525	2,023,953	-	2,023,953
Hotel/Motel Tax Fund (#104)	179,066	90,521	269,587	-	269,587
Arterial Street Preservation Fund (#105)	1,437,904	(71,451)	1,366,453	-	1,366,453
American Rescue Plan Act Fund (#106)	-	3,446,700	3,446,700	4,823,734	8,270,434
Drug Forfeiture Fund (#117)	404,042	(53,266)	350,776	(5,000)	345,776
Housing & Comm Develop Fund (#119)	42,904	(579)	42,325	-	42,325
Recreation Trails Fund (#120)	94,825	2,287	97,112	-	97,112
BIA Fund (#121)	27,425	73,070	100,495	-	100,495
Cumulative Reserve Fund (#122)	4,614,315	4,196,829	8,811,144	2,029,800	10,840,944
Mitigation Fees Fund (#124)	4,683,092	(1,176,597)	3,506,495	2,581,550	6,088,045
City Hall Annex 2010 A&B Bond Fund (#230)	4,489	(4,489)	-	-	-
Local Revitalization 2010 C&D Bond Fund (#231)	34,133	(34,133)	-	-	-
2020 LTGO A&B Refunding Bonds Fund (#232)	-	798,248	798,248	-	798,248
SCORE Debt Service Fund (#238)	-	-	-	-	-
LID Guarantee Fund (#249)	1,689	7	1,696	-	1,696
LID 350 Fund (#275)	1,373	794	2,167	-	2,167
Golf/Cemetery 2016 Refunding Fund (#276)	-	-	-	-	-
Parks Construction Fund (#321)	785,896	(177,301)	608,595	(100,000)	508,595
Capital Improvements Fund (#328)	3,458,004	2,627,711	6,085,715	-	6,085,715
Local Revitalization Fund (#330)	-	-	-	-	-
Water Fund (#430)	7,201,880	821,882	8,023,762	(151,900)	7,871,862
Sewer Fund (#431)	10,672,270	(1,263,384)	9,408,886	(97,100)	9,311,786
Storm Drainage Fund (#432)	11,931,710	243,861	12,175,571	(97,800)	12,077,771
Sewer Metro Sub Fund (#433)	2,074,736	771,586	2,846,322	-	2,846,322
Solid Waste Fund (#434)	5,488,208	(962,501)	4,525,707	216,300	4,742,007
Airport Fund (#435)	237,034	673,375	910,409	-	910,409
Cemetery Fund (#436)	258,934	437,117	696,051	(15,000)	681,051
Water Capital Fund (#460)	2,816,839	(257,156)	2,559,683	-	2,559,683
Sewer Capital Fund (#461)	5,064,857	(395,750)	4,669,107	(100,000)	4,569,107
Storm Drainage Capital Fund (#462)	2,624,135	(861,619)	1,762,516	120,000	1,882,516
Airport Capital Fund (#465)	196,137	140,783	336,920	-	336,920
Cemetery Capital Fund (#466)	10,583	43,597	54,180	-	54,180
Insurance Fund (#501)	1,400,053	18,262	1,418,315	-	1,418,315
Workers' Comp Fund (#503)	2,905,527	58,098	2,963,625	-	2,963,625
Facilities Fund (#505)	594,119	(226,061)	368,058	(246,000)	122,058
Innovation & Technology Fund (#518)	1,838,993	126,252	1,965,245	-	1,965,245
Equipment Rental Fund (#550)	774,171	201,414	975,585	(86,000)	889,585
Equipment Rental Capital Fund (#560)	4,460,889	(1,059,460)	3,401,429	(75,700)	3,325,729
IT Capital Fund (#568)	225,014	(135,461)	89,553	-	89,553
Fire Pension Fund (#611)	1,819,133	55,039	1,874,172	-	1,874,172
SKHHP Fund (#654)	123,735	36,853	160,588	26,000	186,588
Cemetery Endowment Fund (#701)	2,110,896	39,116	2,150,012	-	2,150,012
Total	**89,084,666**	**12,870,087**	**101,954,753**	**7,243,584**	**109,198,337**

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6851 (Gaub)

Date:
March 15, 2022

Department:
Public Works

Attachments:
Ordinance No. 6851
Exhibit A

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

Administrative Recommendation:

City Council to adopt Ordinance No. 6851.

Background for Motion:

These amendments update portions of the City Code pertaining to the Storm Water Utility to help the City administer and comply with the requirements of its National Pollutant Discharge Elimination System (NPDES) permit.

Background Summary:

The City operates its storm drainage system under a National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit from the Washington Department of Ecology (Ecology). This ordinance updates sections of the Auburn City Code (ACC) Chapter 13.48 to address NPDES requirements related to the Storm Drainage Utility.

Underground Injection Control (UIC) Program Rule (ACC 13.48.005.B)

The revised code adds compliance with the UIC rules (as described in Ecology's 2019 Stormwater Management Manual for Western Washington) as one of the functions of the storm drainage utility.

Maintenance and Repair Responsibilities (ACC 13.48.240 and 13.48.440)

Current city code establishes that the owner(s) of property with frontage(s) along the public right of way is responsible for maintaining the public sidewalk area along those frontages. The city code defines the sidewalk area as being the area between the edge of roadway and the property line, including driveways. In some cases, driveways cross a roadside ditch and include a pipe, or culvert, placed underneath the driveway, to provide stormwater conveyance while allowing the driveway connection. These code modifications more clearly define that these culverts are considered private stormwater facilities and are the responsibility of the adjacent property owner to maintain, repair, and replace. The code revisions further clarify the maintenance responsibilities of public stormwater facilities within the sidewalk area, including ditches and pervious sidewalks. The revisions establish that the adjacent property owner is responsible for general maintenance of vegetation, moss removal, litter and garbage removal.

The revised code establishes that the City is responsible for maintenance of the stormwater facilities that are required to provide adequate conveyance and treatment for the stormwater system. All of these facilities are governed by the requirements of the City's NPDES permit.

Source Control Program (ACC 13.48.180.B)

The City's NPDES permit requires that by January 1, 2023 the City begin inspecting pollutant-generating sources (called the "Source Control Program") at publicly and privately owned institutional, commercial and industrial sites. These code revisions provide the authority for the City to inspect these sites to enforce implementation of required Best Management Practices (BMPs) to control pollution discharging into the City's storm drainage system.

Ordinance No. 6851 amends Chapter 13.48 Storm Drainage Utility: 1) to comply with the Underground Injection Control Program rule, 2) to clarify the maintenance and repair responsibilities for storm drainage facilities abutting private property, and 3) to codify the City's Source Control Inspection Program.

Reviewed by Council Committees:

Councilmember:	Stearns	**Staff:**	Gaub
Meeting Date:	March 21, 2022	Item Number:	ORD.C

ORDINANCE NO. 6851

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING AUBURN CITY CODE (ACC) SECTIONS 13.48.005, 13.48.010, 13.48.180, 13.48.240, AND 13.48.440 REGARDING THE CITY'S STORM DRAINAGE SYSTEM

WHEREAS, RCW 35.67.020 empowers the city to maintain, conduct and operate a storm drainage utility to protect the public health, safety, and general welfare; promote sound development policies and construction procedures to preserve the city's natural resources; and prevent the creation of public nuisances. ACC 13.48 establishes the City's storm drainage utility;

WHEREAS, the city's storm drainage utility operates under a National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit from the Washington Department of Ecology;

WHEREAS, in 2017 the city adopted the Washington Department of Ecology's Stormwater Management Manual for Western Washington (SWMMWW) as the basis for stormwater management and protection measures, together with supplemental requirements specific to the city, into the City of Auburn Surface Water Management Manual (SWMM), as defined in ACC 12.04.010.B.2;

WHEREAS, portions of ACC 13.48 need to be modified to clarify certain maintenance responsibilities and to codify a new inspection program required by the city's NPDES permit;

WHEREAS, the city's public storm drainage facilities include underground injection control (UIC) wells that are used to infiltrate stormwater that are required to comply with the UIC Program requirements in the SWMMWW;

WHEREAS, the city's public storm drainage facilities include channels called ditches along certain roadways that convey stormwater from the roadways and from the abutting properties;

WHEREAS, some private property owners have installed private storm drainage systems, including pipes called culverts, within portions of the public ditches to facilitate access to or use of the private property;

WHEREAS, the City requires that property owners obtain a permit from the City to modify the ditches, including the installation of private storm drainage systems;

WHEREAS, the City desires to define the responsibilities of the private property owners to maintain these private storm drainage systems serving their property, to maintain the vegetation in the public ditches abutting the private property, and to remove debris in the ditches that may hinder the flow of stormwater and cause flooding or damage to public storm conveyance facilities that operate under the City's NPDES permit;

WHEREAS, the City is required by its NPDES permit to implement a new inspection program ("Source Control Program") by January 1, 2023 to inspect public and private properties to ensure that onsite activities are using the Best Management Practices identified in the SWMM to prevent pollutants from entering the storm drainage facilities, and to enforce that such best management practices are employed.

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

Section 1. Amendments to Chapter 13.48 of the Auburn City Code.

Section 13.48.005, 13.48.010, 13.48.180, 13.48.240, and 13.48.440 of the Auburn City Code shall be amended as set forth in Exhibit A to this Ordinance.

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:

_____
Kendra Comeau, City Attorney

Published: _____

EXHIBIT A

13.48.005 Purpose.

The city has determined that a storm drainage utility and associated regulations are necessary to protect the public health, safety, and general welfare of the citizens of Auburn; promote sound development policies and construction procedures which respect and preserve the city's natural resources; and prevent the creation of public nuisances that would occur without such utility and regulations. The purpose of the storm drainage utility is to:

A. Maintain the city's compliance with the National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit;

B. Maintain the city's compliance with the Underground Injection Control Program rule, Chapter 173-218 WAC as it pertains to stormwater;

~~B~~C. Maintain the city's compliance with federal flood insurance programs;

~~C~~D. Require the integration of low impact development policies, procedures, and BMPs into the city's storm water infrastructure where feasible;

~~D~~E. Control and prevent the flooding of property, both public and private;

~~E~~F. Manage uncontrolled volume increase, rate, or contaminated load of runoff;

~~F~~G. Maintain and protect existing water resources such as creeks, streams, rivers, ponds, lakes, groundwater, and other water bodies;

~~G~~H. Maintain and protect water used for contact recreation, aquatic habitat, drinking water supply, and aesthetic quality;

~~H~~I. Provide for the planning, security, design, construction, use, maintenance, repair and inspection of the storm and surface water system;

~~I~~J. Protect the functions and values of critical areas as required under the State's Growth Management Act and Shoreline Management Act;

~~J~~K. Provide for enforcement of the provisions of this code, the engineering construction standards and the engineering design standards per Chapter 12.04 ACC, and related city manuals and code provisions;

~~K~~L. Establish rates and charges that provide a method of payment of all or any part of the cost and expense of maintaining and operating storm water control facilities; all or any part of the cost and expense of planning, designing, establishing, acquiring,

developing, constructing and improving storm water control facilities; or all or any portion of any issue of general obligation or revenue bonds issued for such purpose.

13.48.010 Definitions.

The following words when used in this chapter shall have the following meanings. Where ambiguity exists, technical words or phrases shall be interpreted in accordance with the city's surface water management manual; nontechnical words or phrases will be given their dictionary meaning.

A. "Base rate" means the monthly charge for service from the storm drainage utility to recover costs incurred by the utility such as administrative, billing and collection.

B. "Best management practices (BMPs)" means the schedules of activities, prohibitions of practices, maintenance procedures and structural and/or managerial practices that, when used singly or in combination, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington State.

C. "Channel" (also called "Ditch") means a constructed depression that collects and conveys stormwater, often from a public or private road. Channels and ditches are considered storm drainage systems.

~~C~~D. "Charge in lieu of assessment" means a charge made by the city on property which has not previously participated in the cost of a public storm drainage line directly serving the property.

~~D~~E. "Connection" means the connection of all storm drainage disposal lines and flow from contributing surface area from all development on a property to a public or private storm drainage system.

F. "Culvert" means a pipe or structure placed within a ditch or channel and then covered with fill to provide for non-stormwater uses such as but not limited to vehicular or pedestrian access to a property. Culverts are considered storm drainage systems.

~~E~~G. "Detention" means the temporary storage of storm and surface water runoff with provisions for the controlled off-site surface release of the stored water.

~~F~~H. "Director" means the director of community development and public works of the city of Auburn or designee.

~~G~~I. "Emerging technology" means water quality treatment technologies that are currently being evaluated for performance.

~~H~~J. "Engineering construction standards and engineering design standards" means the requirements adopted under Chapter 12.04 ACC for storm drainage, sanitary sewer, transportation, and water facility design and construction.

~~I~~K. “Equivalent service unit (ESU)” means a configuration of development or impervious surfaces estimated to contribute an amount of runoff to the city’s storm drainage system which is approximately equal to that created by the average single-family residential parcel. One ESU is equal to 2,600 square feet of impervious surface area or any portion thereof.

~~J~~L. “Hard surface” means an impervious surface, a permeable pavement, or a vegetated roof.

~~K~~M. “Illicit connection” means any manmade conveyance that is connected to a municipal separate storm sewer without a permit, excluding roof drains and other similar type connections. Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the municipal separate storm sewer system.

~~L~~N. “Illicit discharge” means any discharge to a municipal separate storm sewer that is not composed entirely of storm water except discharges pursuant to a NPDES permit (other than the NPDES permit for discharges from the municipal separate storm sewer) and discharges resulting from firefighting activities.

~~M~~O. “Impervious surface” means a hard surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development. Impervious surface also means a hard surface area which causes water to run off in greater quantities or at an increased rate of flow from the flow under natural conditions prior to development. Common impervious surfaces include, but are not limited to, rooftops, walkways, patios, driveways, parking lots, storage areas, standard Portland cement concrete (PCC) or asphalt cement concrete (AC) paving, gravel roads, packed earthen materials, and oiled macadam or other surfaces which similarly impede the natural infiltration of storm water. Open, uncovered, retention/detention facilities shall not be considered as impervious surfaces for the purpose of determining whether the thresholds for application of minimum requirements are exceeded. Open, uncovered retention/detention facilities shall be considered impervious surfaces for purposes of runoff modeling.

~~N~~P. “Land disturbing activity” means any activity that results in movement of earth, or a change in the existing soil cover (both vegetative and nonvegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to, clearing, grading, filling, and excavation. Compaction that is associated with stabilization of structures and road construction shall also be considered land disturbing activity. Vegetation maintenance practices are not considered land disturbing activity.

~~O~~Q. “Low impact development (LID)” means a storm water management and land development strategy applied at the parcel and subdivision scale that emphasizes conservation and use of on-site natural features integrated with engineered, small-scale hydrologic controls to more closely mimic predevelopment hydrologic functions.

~~P~~R. “National Pollutant Discharge Elimination System (NPDES)” means the national program for issuing, modifying, revoking, and reissuing, terminating, monitoring, and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 402, 318, and 405 of the federal Clean Water Act, for the discharge of pollutants to surface waters of the state from point sources. These permits are referred to as NPDES permits and in Washington State are administered by the Department of Ecology.

~~Q~~S. “New development” means land disturbing activities, including Class IV – general forest practices that are conversions from timber land to other uses; structural development, including construction or installation of a building or other structure; creation of hard surfaces; and subdivision, short subdivision and binding site plans, as defined and applied in Chapter 58.17 RCW. Projects meeting the definition of redevelopment shall not be considered new development.

~~R~~T. “Parcel” means the smallest separately segregated unit or plot of land having an identified owner, boundaries, and surface area which is documented for tax purpose and given a tax lot number by the appropriate county assessor for the county in which the parcel is sited.

~~S~~U. “Parcel, developed” means any parcel which has been altered by grading or filling of the ground surface, or by construction of any improvements or other hard surface.

~~T~~V. “Parcel, non-single-family” means any parcel of developed land other than single-family or two-family (duplex) residential.

~~U~~W. “Parcel, single-family residential” means any parcel of land having on it a single detached dwelling unit which is designed for occupancy by one family or a similar group of people.

~~V~~X. “Parcel, two-family (duplex) residential” means any parcel of developed land having one duplex (two-family dwelling) per lot.

~~W~~Y. “Parcel, undeveloped” means any parcel which has not been altered from its natural state by grading or filling of the ground surface, or by construction of any improvements or hard surfaces.

Z. “Private Storm Drainage Facilities” means those storm drainage facilities that are not Public Storm Drainage Facilities.

AA. “Public Storm Drainage Facilities” means those storm drainage facilities that provide stormwater management for public roadways and city-owned properties, and that are owned and maintained by the city.

~~X~~BB. “Redevelopment” means, on a site that is already substantially developed (i.e., has 35 percent or more of existing hard surface coverage), the creation or addition of hard surfaces; the expansion of a building footprint or addition or replacement of a structure; structural development including construction, installation or expansion of a building or other structure; replacement of hard surface that is not part of a routine maintenance activity; and land disturbing activities.

~~Y~~CC. “Retention” means the storage of storm and surface water runoff with no provisions for off-site surface release of the stored water other than by evaporation, infiltration, and low impact development strategies.

~~Z~~DD. “Runoff” means water that travels across the land surfaces and discharges to water bodies either directly or through a collection and conveyance system. See also “Storm water.”

~~AA~~EE. “Source control BMP” means a structure or operation that is intended to prevent pollutants from coming into contact with storm water through physical separation of areas or careful management of activities that are sources of pollutants. Source control BMPs can be divided into two types. Structural source control BMPs are physical, structural, or mechanical devices or facilities that are intended to prevent pollutants from entering storm water. Operational source control BMPs are nonstructural practices that prevent or reduce pollutants from entering the storm water.

~~BB~~FF. “Storm drainage facility” means any natural stream/creek or constructed component of Auburn’s storm drainage system or other storm drainage system.

~~CC~~GG. “Storm drainage system” means the total system of storm drainage facilities as described in ACC 13.48.030.

~~DD~~HH. “Storm water” means runoff during and following precipitation and snowmelt events, including surface runoff and drainage.

~~EE~~II. “SWMM” as referred to in this chapter means the City of Auburn Surface Water Management Manual as adopted in Chapter 12.04 ACC.

~~FF~~JJ. “Utility” means the city storm drainage utility created by the ordinance codified in this chapter.

~~GG~~KK. “Watercourse” means a channel, either natural or manmade, in which a flow of water occurs, either continuously or intermittently.

~~HH~~LL. “Water quality treatment” means an engineered and approved facility to remove contaminants in the existing flow regime of storm water generated from a developed parcel pursuant to applicable design standards in place at the time of approval.

13.48.180 Inspection and compliance with storm drainage requirements.

A. The city shall have the authority to establish the necessary recorded instrument that identifies required storm best management practices (BMPs), location, and maintenance obligations.

B. Duly authorized personnel of the city shall have free access to public and private property at hours subject to the provisions of ACC 1.20.010 for the purpose of:

1. ~~inspecting~~ Inspecting ~~private~~ storm drainage facilities~~systems~~, the manner in which they are being used, and the satisfactory compliance with the provisions of this article.
2. Inspecting the property to ensure that onsite activities are using the BMPs identified in the SWMM that are intended to prevent pollutants from entering the storm drainage facilities and that are applicable to the onsite activities, as required by the Source Control Program provisions in the city's NPDES permit.

C. Any property, where the existing storm drainage facilities were constructed per approved construction plans, found to be in nonconformance with such plans, shall be required to correct all such nonconformances as directed by the city. If, after proper notice, the property owner does not comply with set requirements as directed by the city, then the city shall have the authority to correct such nonconformances and ~~bill~~ the property owner shall be responsible for reimbursing the city for all reasonable costs. Any delinquent payments shall constitute a lien as fixed by ACC 13.06.290~~300~~ and RCW 35.67.

D. If the city determines that the onsite activities or actions of a property owner~~,~~ or discharges from a private storm drainage facility~~,~~ result in damage to a public storm drainage facility or a water quality violation, or if such action or discharge requires corrective action by the city as determined by the city engineer, the property owner will be liable and financially responsible for said damage, maintenance, and for any and all necessary repairs or other corrective actions necessary to restore the public storm drainage facilities to full and normal operation, and will be subject to code enforcement actions as defined in Chapter 1.25 ACC.

E~~D~~. Inspections of storm water treatment and flow control facilities shall be performed by the city at a frequency to comply with the Western Washington Phase II Municipal Stormwater NPDES Permit.

F~~E~~. Inspections of the implementation and effective use of operational and structural source control BMPs shall be performed by the city at a frequency to comply with the Western Washington Phase II Municipal Stormwater NPDES Permit.

~~E~~G. New residential developments that are part of a larger common plan of development or sale shall be inspected every six months during the period of heaviest house construction (i.e., one to two years following subdivision approval or until 50

percent of build-out is achieved) to identify maintenance needs and enforce compliance with the maintenance standards as needed.

13.48.240 Storm drainage permit – Requirements.

A. It is unlawful for any person to construct, ~~or~~ connect to, or alter ~~a~~ public or private storm drainage facilities~~system~~ without first obtaining a ~~written~~ permit to do so from the city.

B. It is unlawful for any person to modify, alter, remove, repair or replace either a private or public storm drainage facility~~system~~ without first obtaining a ~~written~~ permit to do so from the city, unless such repair or replacement constitutes an emergency~~.~~, in which case a permit will be obtained as soon after the emergency as possible. Maintenance activities to inspect or clean private or public storm drainage facilities do not require a permit, except when such activities restrict travel in a public roadway.

C. Storm drainage permit types and categories shall be determined administratively by the city. In addition to other required permits by the city and by other jurisdictions, a~~A~~ storm drainage permit shall be required for the following activities:

1. Addition or replacement of hard surfaces;

2. Land disturbing activities;

3. Development and use of property that creates a direct or indirect need for storm drainage facilities;

4. Connection to any storm drainage facility~~system~~;

5. Installation, removal, or m~~M~~odification of any storm drainage facility~~system~~ including, but not limited to, filling or grading of a ditch or channel and installation, modification, or replacement of a culvert;

6. Any activities within a critical area and associated buffers;

7. Any other activities as determined by the city engineer to have an impact on the storm drainage system.

13.48.440 Maintenance responsibility.

A. Private Maintenance Responsibility.

1. The maintenance, ~~and~~ operation, repair, and replacement of private storm drainage facilities~~systems~~ shall be the responsibility of the property owner. Where the private storm drainage facilities serve multiple properties, the maintenance, operation, repair

and replacement ~~It~~ shall be the responsibility of the ~~developer to make arrangements with the occupants or~~ owners of the subject ~~property~~ properties~~for assumption of operation and maintenance in a manner subject to the approval of the city or in accordance with the operations and maintenance program prepared for the property's storm drainage facilities~~.

2. The private storm drainage facilities shall be maintained so that discharges comply with the water quality requirements in ACC 13.48.210. The maintenance, operation, repair, and replacement shall be performed in accordance with the standards listed in the SWMM.

3. The city may inspect the private storm drainage facilities in order to ensure continued use of the facilities for the purposes for which they were built and in accordance with these arrangements. Failure to maintain the private storm drainage facilities in accordance with the maintenance standards listed in the SWMM shall be considered a violation, enforceable in accordance with Chapter 1.25 ACC.

4. If the property owner's failure to maintain the private storm drainage facility results in flooding or damage to the adjacent roadway or public storm drainage facility, the city retains the right to make emergency repairs as needed to protect public safety.

5. Except as described in 13.48.440.B, surface maintenance of private and public storm management facilities along roadways, including, but not limited to, ditches, channels, streams, culverts, catch basin openings and grates, and pervious sidewalks, shall be the burden and expense of the abutting property owner. Maintenance shall include, but not be limited to: 1) removal of trash, debris, invasive vegetation, and moss; and 2) vegetation trimming and maintenance. Property owners are not responsible for the maintenance of underground public stormwater facilities such as pipes, catch basins, manholes, subgrade material of bioswales, and other underground structures and appurtenances.

B. Public Maintenance Responsibility.

1. The city ~~shall be~~is responsible for the ~~maintenance and~~ operation, repair, replacement, and maintenance to the extent needed to provide adequate storage, conveyance, infiltration, and treatment of ~~all~~ public storm drainage facilities ~~located within the public easements and rights-of-way following the completion of a successful maintenance period and the acceptance of such facilities by the city~~.
2. The maintenance, operation, repair, and replacement shall be performed in accordance with the standards listed in the SWMM.

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6855 (Gaub)

Date:
March 16, 2022

Department:
Public Works

Attachments:
Ordinance No. 6855
Exhibit A

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

Administrative Recommendation:

City Council introduce and adopt Ordinance No. 6855.

Background for Motion:

Ordinance 6855 amends City code to include requirements for personal delivery devices and their operators. These requirements would address security, safety, risk, and operational considerations as these systems are implemented.

Background Summary:

A personal delivery device (PDD) is an automated or remotely piloted device that contains storage space for packages, food, and other delivery items. PDDs are an emerging technology that are utilized by companies like Amazon to transport items from a dispensary container to nearby delivery destinations. A container, or dispensary, will typically hold 10 to 20 PDDs, or scouts, that deploy once or twice a day. Each scout makes a delivery, typically within a 1 mile range of the dispensary, and then returns to the dispensary. A van or small truck stocks the dispensary PDDs once or twice a day.

In April 2019, the Washington State Legislature passed legislation to regulate the use of PDDs. The bill created RCW 46.75.010 that establishes basic requirements for PDDs and allows local agencies to provide additional regulation within their jurisdictions. The State requirements treat a PDD as a pedestrian and provides requirements for the operator of a PDD to register with the State.

Ordinance 6855 that would amend City code to include requirements for PDDs and their operators. These requirements would address security, safety, risk, and operational considerations that are not specifically addressed by the RCW or by current City code.

This ordinance was presented and discussed at the March 14, 2022 City Council study session. Subsequent to the study session, the City received a request from Amazon for a meeting with staff to discuss questions and concerns Amazon had regarding the proposed code. City and Amazon staff met on March 16, 2022 and minor revisions to the proposed code were made to address the concerns communicated from Amazon in the meeting as follows: 1) The language that requires personal delivery devices to be capable of allowing the operator to receive instruction and direction from police officers was clarified. 2) The

requirement that operators inform property owners and residents on delivery routes was expanded to include delivery areas (rather than specific routes) and to allow the information to be provided via outreach events rather than solely by written notifications. 3) The $100 limit on the value of contents the personal delivery devices may carry was removed. Amazon explained that the personal delivery devices may be carrying multiple packages and that it would be overly restrictive and burdensome for Amazon to track and limit the contents in each personal delivery device. If theft from personal delivery devices becomes a public safety issue, City staff may re-visit this requirement.

Reviewed by Council Committees:

Councilmember:	Stearns	**Staff:**	Gaub
Meeting Date:	March 21, 2022	Item Number:	ORD.D

ORDINANCE NO. 6855

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, CREATING CHAPTER 10.55 OF THE AUBURN CITY CODE RELATING TO PERSONAL DELIVERY DEVICES

WHEREAS, a personal delivery device (PDD) is an automated or remotely piloted device that contains storage space for packages, food, and other delivery items; and

WHEREAS, RCW 46.75.010 establishes basic requirements for PDDs operating in the State of Washington; and

WHERAS, it is in the public interest to establish additional requirements to address security, safety, and operational considerations for PDDs in the City of Auburn.

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

Section 1. Amendment to City Code. Title 10 of the Auburn City Code is amended to add a new Chapter 10.55 to read as shown in Exhibit A.

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:

_____
Kendra Comeau, City Attorney

Published: _____

Chapter 10.55
PERSONAL DELIVERY DEVICES

Sections:

10.55.010 Definitions.
10.55.020 Operating Regulations

10.55.010 Definitions.

The following words and phrases when used in this chapter shall, for the purpose of this chapter, have the meanings respectively ascribed to them in this section.

A. “Personal delivery device” is as defined by RCW 46.75.010.

B. “Personal delivery device operator”, also referred to herein as “Operator” is as defined by RCW 46.75.010.

C. “Eligible Entity.” As used in this Code, the term “Eligible Entity” shall have the same meaning as RCW 46.75.010(2).

D. “Roadway construction zone” is as defined by RCW 46.61.527.

E. “Personal delivery device train” is defined as two to three personal delivery devices operating in the same direction of travel with three feet or less of space in between each device.

10.55.020 Operating Regulations

A. Personal Delivery Device Operators shall obey all rules of the road applicable to pedestrian traffic, as well as the instructions of official traffic-control signals, signs and other traffic control devices applicable to pedestrians, unless otherwise directed by a traffic control device or sign, a police officer, or a traffic control flagger. Personal delivery devices shall be capable of allowing an Operator to control the device in accordance with such rules, instructions and directions.

B. Additionally, it shall be unlawful to operate a personal delivery device in or on the following:

1. A class II bikeway, as defined by the Engineering Design Standards as adopted in ACC 12.04.

2. A sidewalk with a width, excluding curb, of less than 5 feet.

3. A roadway within a vehicular travel lane.

4. A roadway shoulder with a paved width of less than 5 feet as measured from the center of the fog line to the edge of shoulder pavement

5. An area where vehicle parking is not restricted

6. Roadway construction zone

C. No personal delivery device shall be operated in such a manner as to endanger or be likely to endanger any person or property. Examples of operating in such a manner include, but are not limited to, failure to obey all traffic-control devices, failure to yield right-of-way to pedestrians, bicycles, and/or vehicular traffic.

D. No personal delivery device shall be operated within a school zone while children are present or while flashing school zone beacons are active.

E. The deployment and operation of a Personal delivery device requires a minimum 50 feet of separation between the device and another personal delivery device or personal delivery device train operating in the same crosswalk or on the same side of a roadway.

E. No personal delivery device shall cross roadways at crosswalks with pedestrian traffic signals or beacons that require push-button activation except those personal delivery devices that are capable of pushing the push-buttons or following the directions of the signal indicators (traffic control devices) to know when to cross the street.

F. No personal delivery device shall cross roadways at crosswalks with furnished hand held pedestrian crossing flags except those personal delivery devices that are capable of using the hand held pedestrian crossing flags or that are equipped with a flag that provides equal or greater visibility than would have been provided by the hand held flag.

G. No personal delivery device shall operate without the Operator providing written notification to all property owners and residents in the area which the personal delivery device intends to operate, and to the Washington State Department of Services for the Blind. Written notification shall include, at a minimum, the following elements: an illustration of the personal delivery device, Operator contact name, title, phone number, and e-mail address, and a summary of local and state laws and regulations governing the personal delivery device operations. Written notification shall be provided on no less than an annual basis. As an alternative to written notification to property owners and residents, the Operator or Eligible Entity may conduct public outreach events that provide the minimum required information to the property owners and residents.

H. No personal delivery device shall operate without the Operator providing written notification to the City Engineer. Written notification shall include, at a minimum, the following elements: an illustration of the personal delivery device, Operator contact name, title, phone number, and e-mail address, device storage

location, planned routes and delivery area, identified roadway crossings, hours of operation, a summary of planned and completed property owner and resident notification per ACC 10.55.020 G, and number of deliveries planned per day. Written notification shall be provided on no less than an annual basis.

I. The Eligible Entity must obtain a business license per ACC Title 5.

J. The Operator of a personal delivery device is responsible for retrieving the personal delivery device at such time as it has been damaged, malfunctions, is vandalized, or otherwise cannot or does not return to the personal delivery device storage location. The Operator shall retrieve the device within 48-hours of receiving notice or otherwise becoming aware that the device did not return to its storage location.

K. Within one hour of being notified or becoming aware, an Operator shall retrieve any personal delivery devices that creates a hazard to other roadway or sidewalk users or blocks a roadway or sidewalk.

L. If a personal delivery device is involved in or present for an incident resulting in any personal injury or property damage of $1,000 or more (whether involving vehicles, bicycles, pedestrians or otherwise), the Operator shall within 24 hours after the incident provide the City's police department with all video recordings and logs of the device's activities pertaining to the incident that the device has recorded, collected or created.

M. Personal delivery devices shall not operate during the following adverse weather conditions: 1-inch or more of snowfall accumulation present on, or along, the Personal Delivery Device route, lightning storms, dense fog, raining, or snowing conditions that limits the visibility of the device being seen to 100 feet or less, heavy rainfall (1-inch or more in an hour), wind storms (20 mile per hour sustained winds or 30 mile per hour or higher gusts), and freezing temperatures.

N. The Operator shall be insured in accordance with the Engineering Construction Standards of ACC 12.04.

O. Personal delivery devices shall be clearly marked with phone number and e-mail contact information for the Operator and the Operator shall actively monitor the phone number and e-mail continuously while any unit is deployed, including while a unit is missing, malfunctioned, stuck, or stolen.

P. By choosing to operate in the City, Operators and eligible entities acknowledge that emergency responders shall incur no liability or responsibility for damages, replacement, or repairs to a personal delivery device that must be disabled, blocked or de-activated to protect against injury, property damage, or to otherwise provide for public safety.

Q. Pursuant to RCW 46.75.050, the registered agent for an Eligible Entity operating a Personal Delivery Device shall be responsible for any traffic infractions committed by a personal delivery device. The registered agent information is required to be part of the Auburn Business License. Any such infraction committed by a Personal Delivery Device is punishable by a $200 fine.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6857 (Tate)

Date:
March 15, 2022

Department:
Community Development

Attachments:
Ordinance No. 6857
Ordinance No. 6857 Exhibit A - ACC Chapter 8.13
Ordinance No. 6857 Exhibit B - ACC Chapter 1.25

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

Administrative Recommendation:

City Council to adopt Ordinance No. 6857.

Background for Motion:

I move to adopt Ordinance 6857

Ordinance 6857 amends Auburn City Code Chapters 1.25 and 8.13 which will assist Code Compliance staff with the process for graffiti removal, as well as standardizing timelines for compliance.

Background Summary:

On March 14, 2022, staff presented for discussion to City Council, an overview of the graffiti abatement through art installations program which is currently in place in Auburn. At the end of the presentation, staff made recommendations for an option that would shorten the timeframe on which graffiti needs to be removed from private property. The recommendations included but were not limited to amendments to Chapters 1.25 and Chapter 8.13 the Auburn City Code, which would support the elimination of blight in the community due to graffiti, and to align timeframes for civil penalties for violations.

Reviewed by Council Committees:

Councilmember: Stearns
Staff: Tate
Meeting Date: March 21, 2022
Item Number: ORD.E

ORDINANCE NO. 6857

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO HEALTH AND SAFETY REGULATION, REVISING GRAFFITI REMOVAL CRITERIA, AND TO CREATE CONSISTENT TIMELINES FOR CIVIL PENALTIES FOR VIOLATIONS BY AMENDING CHAPTERS 1.25 AND 8.13 OF THE AUBURN CITY CODE

WHEREAS, the City of Auburn has a strong desire to provide residents and visitors the feeling of pride and safety while out in the community; and

WHEREAS, to preserve property values through the elimination of graffiti and the blight it causes; and

WHEREAS, revision of the City's code sections relating to graffiti removal and timelines for civil penalties for violations will improve the safety and welfare of Auburn residents.

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

Section 1. Amendment to City Code. That Chapter 8.13 of the Auburn City Code be and the same hereby is amended to read as shown in Exhibit A of this Ordinance.

Section 2. Amendment to City Code. That Chapter 1.25 of the Auburn City Code be and the same hereby is amended to read as shown in Exhibit B of this Ordinance.

Section 4. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 5. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application 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 6. Effective date. This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

_____

NANCY BACKUS, MAYOR

ATTEST:

_____

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

_____

Kendra Comeau, City Attorney

Published: _____

Chapter 8.13
GRAFFITI REMOVAL

Sections:

8.13.010 Graffiti deemed nuisance.
8.13.020 Definitions.
8.13.030 Graffiti prohibited.
8.13.040 Graffiti – Notice of removal.
8.13.050 City costs enforceable – Debt – Lien.
~~8.13.060 Appeal.~~
8.13.070 ~~Removal~~ Abatement by city.

8.13.010 Graffiti deemed nuisance.

A. Graffiti and other defacement of public and private property, including walls, rocks, bridges, buildings, fences, gates and other structures, trees, and other real and personal property within the city constitutes a nuisance.

B. Although it is appropriate, where possible, to request that the courts require people who are convicted of acts of defacement and vandalism involving application of graffiti to public or private property to restore the property so defaced, damaged or destroyed, obtaining convictions for such acts is difficult because the offenses involving such offenses can be committed so very quickly and secretively that witnesses to the acts are frequently nonexistent.

C. Although the public should be encouraged to cooperate in the elimination of graffiti by reporting the same to the proper authorities, it is also important to eliminate the presence of graffiti from the community so that the product of the illegal acts of those involved in application of graffiti is not visible and the property on which the graffiti is located and surrounding properties do not suffer diminution of value. (Ord. 5650 § 1, 2002.)

8.13.020 Definitions.

For the purposes of this chapter, the following words shall have the following meanings:

A. “Graffiti” means the defacing, damaging, or destroying by spraying of paint or marking of ink, chalk, dye, or other similar substances on public or private buildings, structures, and places, including natural features of the environment.

B. "Graffiti abatement procedure" means the abatement procedure which identifies graffiti, issues notice to the landowner to abate the graffiti, and cures in absence of response.

C. "Private contractor" means any person with whom the city shall have duly contracted to remove graffiti. (Ord. 5650 § 1, 2002.)

8.13.030 Graffiti prohibited.

It shall be unlawful for any person to write, paint or draw upon any wall, rock, bridge, building, fence, gate or other structure, tree, or other real or personal property, either publicly or privately owned, any drawing, inscription, figure, or mark of the type which is commonly known and referred to as "graffiti" within the city. (Ord. 5650 § 1, 2002.)

8.13.040 Graffiti – Notice of removal.

A. Whenever the mayor, or their designated representative, determines that graffiti exists on any public or private buildings, structures, and places which are visible to any person utilizing any public road, parkway, alley, sidewalk or other right-of-way within the city, the mayor or their designated representative shall cause a notice to be issued to abate such nuisance. The property owner shall have ~~15~~ 3 calendar days after the date of the notice to remove the graffiti or the same will be subject to abatement by the city; provided, that when weather and/or seasonal temperatures are not conducive to such abatement, the mayor, or their designated representative, may continue and/or delay the time for completion of abatement until the weather and seasonal temperatures reasonably permit the painting of exterior surfaces.

~~B. The notice to abate graffiti pursuant to this section shall cause a written notice to be served upon the owner(s) of the affected premises, as such owner's name and address appears on the last property tax assessment rolls of the county in which the property is located. If there is no known address for the owner, the notice shall be sent in care of the property address. The notice required by this section may be served in any one of the following manners:~~

~~1. By personal service on the owner, occupant or person in charge or control of the property;~~

~~2. By registered or certified mail addressed to the owner at the last known address of said owner. If this address in unknown, the notice will be sent to the property address.~~

~~C. The notice shall be substantially in the following form:~~

~~Notice of Intent to Remove Graffiti~~

~~Date:~~
~~To:~~

~~NOTICE IS HEREBY GIVEN that you are required, by Ordinance of the City of Auburn, at your own expense, to remove or paint over the graffiti located on the property commonly known as (address), Auburn, Washington, which is visible to public view, within fifteen (15) days after the date of this notice; or, if you fail to do so, the City requires the nuisance to be abated by removal or painting over of the graffiti. The cost of the abatement by the City or private contractors employed by the City to abate the nuisance will be assessed upon your property and such costs will constitute a lien upon the land until paid.~~

~~All persons having any objection to, or interest in said matters, are hereby notified to submit any objections or comments to the Mayor of the City of Auburn or their designated representative, within ten (10) days from the date of this notice. If no objections or comments to the notice are received by the City, the City will, at the conclusion of the fifteen (15) day period, proceed with abatement of the graffiti inscribed on your property at your expense without further notice.~~

(Ord. 5650 § 1, 2002.)

8.13.050 City costs enforceable – Debt – Lien.

Any and all costs incurred by the city in the abatement of the graffiti nuisance as provided in this chapter shall constitute a debt owed to the city by the property owner or person in charge or control of the property, and shall be enforceable as a lien against the property upon which such nuisance existed, in addition to the other legal remedies available for enforcement of debts. (Ord. 5650 § 1, 2002.)

~~8.13.060 Appeal.~~

~~Within 10 days from the mailing or from personal service of the notice of intent to remove graffiti, the owner or person occupying or controlling the premises affected may appeal the matter to the Auburn city council. Filing of an appeal will stay, during the pendency of the appeal, any enforcement or actions by the city to abate the graffiti nuisance. There shall be no fee required for filing such an appeal. (Ord. 5650 § 1, 2002.)~~

8.13.070 ~~Removal~~ Abatement by city.

A. Upon failure of persons to comply with the notice by the designated date, or such continued date thereafter as the mayor, or their designated representative, approves, then the mayor or designee is authorized and directed to cause the graffiti to be abated by city forces or by private contract, and the city or its private

contractor is expressly authorized to enter upon the premises for such purposes. All reasonable efforts to minimize damage from such entry shall be taken by the city, and any paint used to obliterate or cover graffiti shall be as close as practicable to background color(s). If the mayor or designee provides for the removal of the graffiti, they shall not authorize nor undertake to provide for the painting or repair of any more extensive area than the area where the graffiti is located.

B. Property owners in the city of Auburn may consent in advance to city entry onto private property for graffiti removal purposes. (Ord. 5650 § 1, 2002.)

The Auburn City Code is current through Ordinance 6842, passed November 15, 2021.

Disclaimer: The city clerk's office has the official version of the Auburn City Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

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Chapter 1.25
CIVIL PENALTIES FOR VIOLATIONS

Sections:

1.25.010 Purpose.
1.25.020 Definitions.
1.25.030 Notice to correct violation.
1.25.035 Stop work order.
1.25.040 Notice of infraction.
1.25.050 Penalties for infractions.
1.25.060 Uncorrected violations.
1.25.065 Additional penalty and enforcement provisions.
1.25.070 Repealed.
1.25.080 Interpretation.
1.25.090 Repealed.
1.25.100 Collection enforcement and/or abatement.
1.25.110 Additional enforcement procedures.
1.25.120 Constitutionality or invalidity.

1.25.010 Purpose.

It is the purpose of this chapter to generally provide civil penalties for non-fire code violations of this title and ACC Titles 5, 8, 10, 12, 13, 15, 16, 17 and 18, all standards, regulations and procedures adopted pursuant to those titles, and the terms and conditions of any permit or approval issued pursuant to those titles which do not involve imminent danger to the public health, safety and welfare of persons or property, and such other code provisions as are specified. Criminal penalties provided in this code for non-fire violation of this title and ACC Titles 5, 8, 10, 12, 13, 15, 16, 17 and 18, and all standards, regulations and procedures adopted pursuant to those titles, and the terms and conditions of any permit or approval issued pursuant to those titles whether contained in Chapter 1.24 ACC or in the individual titles are superseded to the extent provided herein. It is the intent of this chapter to permit a timely and efficient means of enforcement, to establish definitions, monetary penalties for violations and a hearing process before the court of limited jurisdiction authorized to hear cases of the city as assigned in the ACC or as otherwise provided by law. (Ord. 6613 § 5, 2016; Ord. 6429 § 1, 2012; Ord. 5966 § 1, 2006; Ord. 5837 § 1, 2004; Ord. 5677 § 2, 2002; Ord. 5667 § 1, 2002; Ord. 5246 § 1 (Exh. B), 1999; Ord. 5212 § 1 (Exh. B), 1999; Ord. 4460 § 1, 1991.)

1.25.020 Definitions.

Except where specifically defined in this section, all words used in this chapter shall carry their customary meanings. The word “shall” is always mandatory, and the word “may” denotes a use of discretion in making a decision.

A. “Act” means doing or performing something.

B. “Code enforcement official” means the director or designee of the director of the department authorized and/or empowered to enforce a violation of ACC Titles 5, 8, 12, 13, 15, 16, 17 and 18, and Chapter 10.02 ACC, or such other provisions of the ACC that are enforceable pursuant to the provisions of this chapter, and all standards, regulations and procedures adopted pursuant to those titles and the terms and conditions of any permit or approval issued pursuant to those titles of this code, and such of the code provisions specifying civil penalties not within the specific or exclusive enforcement responsibility of another official.

C. “Emergency” means a situation or civil violation which in the opinion of the code enforcement official requires immediate action to prevent or eliminate an imminent threat to the public health, safety or welfare of persons or property.

D. “Omission” means a failure to act.

E. “Person” includes any natural person, the heirs, executors, administrators or assigns, and also includes a firm, partnership or corporation, its or their successors or assigns, a governmental body, or the agent of any of the aforesaid.

F. “Stop work order” means the written order issued by the code enforcement official or other authorized enforcement official, or designee, to direct that work or activity shall be stopped until such activity is authorized to resume by the code enforcement official or other authorized enforcement official, or designee.

G. “Violation” means an act or omission contrary to requirements contained in ACC Titles 5, 8, 12, 13, 15, 16, 17 and/or 18, and Chapter 10.02 ACC, or such other provisions of the ACC that are enforceable pursuant to the provisions of this chapter, and/or all standards, regulations and procedures adopted pursuant to those titles and the terms and/or conditions of any permit or approval issued pursuant to those titles, and such other code provisions as are specified.

H. “Court” means the court of limited jurisdiction authorized to hear cases of the city.

I. “Property owner” means any person or persons, having legal right or interest such as a fee owner, contract purchaser, mortgagor or mortgagee, option or optionee, and beneficiary or grantor of a trust or deed of trust, but not including the grantee of an easement. (Ord. 6429 § 2, 2012; Ord. 6328 § 1, 2010; Ord. 5966 § 2, 2006; Ord. 5677 § 2, 2002; Ord. 5667 § 2, 2002; Ord. 5372 § 1, 2000; Ord. 5246 § 1 (Exh. B), 1999; Ord. 5212 § 1 (Exh. B), 1999; Ord. 4460 § 1, 1991.)

1.25.030 Notice to correct violation.

A. *Authority to Issue.*

1. Whenever the code enforcement official or other authorized enforcement official, or designee, determines that a violation is occurring or has occurred, they may issue a notice to correct the violation, in a form pursuant to subsection C of this section, to the property owner(s) and/or tenant(s) and/or to any person(s) causing or allowing or participating in the violation.

2. If a notice to correct the violation has been issued, the code enforcement official shall require the violation to be corrected within one to 15 ~~working~~ calendar days from the issuance of the notice to correct. The length of time to correct shall be determined, in the sole discretion of the code enforcement official or other authorized enforcement official, or designee, by the scope of violation, the history of prior violations by the same persons and/or at the same location and method needed to correct violation. All violations, in any event, shall be corrected expediently.

B. *Receipt of Correction Notice.*

1. Upon receipt of notice to correct violation, the violator shall either correct the violation or ask the code enforcement official for a reconsideration of the notice to correct within the time frame set out in subsection (B)(3) of this section.

2. If the violator corrects the violation, the code enforcement official shall close the violation file and notify violator of compliance.

3. The property owner and/or tenant may request reconsideration of the notice to correct violation by the code enforcement official. This request must be made in writing prior to the date on which corrections are to be completed as specified in the notice. The code enforcement official shall respond to the request for reconsideration, if timely received, no later than seven calendar days from the date the request for reconsideration was received. The code enforcement official may amend the notice (a) to correct the notice, (b) for good cause to allow for a longer time to correct the violation, (c) to amend the scope of violation, or (d) to rescind the notice. A stay of the time allowed for correction shall be in effect from the date that a request for reconsideration was received, if timely received, until the date a response to the request for reconsideration is sent.

4. If the violator corrects the violation pursuant to the reconsideration determination, the code enforcement official shall close the violation file and notify the violator of compliance.

C. *Content.* The notice to correct violation shall contain the following:

1. The name and address of the property owner and/or tenant and/or other person to whom the notice to correct violation is directed; and

2. The street address or description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring; and

3. A description of the violation and a reference to the Auburn City Code or related provision, standard, regulation, procedure or permit which has been violated; and

4. A statement of the action required to be taken to correct the violation as determined by the code enforcement official and a date or time by which correction is to be completed; and

5. A statement that the property owner and/or tenant may request a reconsideration of the notice to correct violation by the code enforcement official and the procedures required for such request; and

6. A statement that the consequences of failing to correct the violation may result in monetary penalties and/or other enforcement requirements; and

7. A statement that the person to whom the notice to correct violation is directed shall inform the code enforcement official of the correction so an inspector can be sent to the violation premises to confirm the correction.

D. *Service of Notice.* The code enforcement official shall cause the notice to correct violation to be served on the person(s) to whom it is directed by personal service or by mailing a copy of the notice to correct violation by regular mail, postage prepaid, to such person(s) at their last known address. If the person's address is unknown, service shall be completed by mailing the notice to the address of the most recent payer of the property tax for the property, as shown in the county's records, and by posting a copy of the notice to correct violation conspicuously on the affected property or structure. Mailed notices shall be deemed received three business days after the postmark.

E. *Extension.* Upon written request received prior to the correction date or time, the code enforcement official may extend the date set for correction for good cause. The code enforcement official may consider but is not limited to the consideration of substantial completion of the necessary correction or unforeseeable circumstances which render completion impossible by the date established as good cause.

F. *Repeat Violations.* Notwithstanding the above provisions, in the case of a repeat violation, the code enforcement official or other authorized enforcement official, or designee, may issue a notice of infraction regardless of whether a notice to correct violation has been issued. For the purposes hereof, "repeat violation" means that the same person or property has been the subject of one or more notice to correct violation within the preceding 12 months. (Ord. 6708 § 1, 2018; Ord. 6615 § 5, 2016; Ord. 5966 § 3, 2006; Ord. 5677 § 2, 2002; Ord. 5246 § 1 (Exh. B), 1999; Ord. 5212 § 1 (Exh. B), 1999; Ord. 4460 § 1, 1991.)

1.25.035 Stop work order.

Whenever any work is being done or any activity is occurring which constitutes a "violation" under ACC 1.25.020(G), the code enforcement official may order the work or activity stopped by notice in writing served on any persons engaged in the doing or causing of such work to be done or such activity to occur, and any such persons shall forthwith stop such work and/or prevent such activity until authorized by the code enforcement official or designee to proceed with the work or recommence the activity. The issuance of a stop work order is not a prerequisite for the issuance of a notice of infraction or a citation for a violation. However, it shall be a misdemeanor punishable as provided in ACC 1.24.010 for a person to willfully engage in the doing or causing of such work to be done after the issuance of a stop work order, until authorized by the code enforcement official or designee to proceed with the work or recommence the activity. (Ord. 5966 § 6, 2006.)

1.25.040 Notice of infraction.

Notwithstanding the provisions of ACC 1.25.030, whenever the code enforcement official determines that a violation has occurred, they shall be authorized to issue a notice of infraction to the property owner(s) and/or tenant(s) and/or to any person(s) causing or allowing or participating in the violation. If a violation occurs outside the official's presence, the official shall file, according to the process described in RCW 7.80.050, a notice of infraction with the court of limited jurisdiction for Auburn for the court to issue to the person(s). If a violation occurs in the official's presence, the official may issue the notice of infraction either directly to the person(s) or by filing it with the court, according to RCW 7.80.050. Once issued, the infraction shall be processed for court proceedings in accordance with applicable rules and procedures. (Ord. 6708 § 2, 2018; Ord. 6429 § 3, 2012; Ord. 5677 § 2, 2002; Ord. 5246 § 1 (Exh. B), 1999; Ord. 5212 § 1 (Exh. B), 1999; Ord. 4460 § 1, 1991.)

1.25.050 Penalties for infractions.

Unless otherwise specifically provided in connection with particular sections, chapters or titles of the city code, noncriminal violations of the city code shall be infractions and shall carry a maximum penalty of $250.00. Each day, location, violator and incident shall constitute a separate civil infraction. In addition to this amount, a court of competent jurisdiction may order a person found to have committed a civil infraction to pay restitution, including the city's reasonable enforcement and abatement costs.

It is provided, however, that if the same violator has been found, in any court of competent jurisdiction, to have previously committed an infraction violation for the same or similar conduct three or more separate times, with the infraction violations occurring at the same location and involving the same or similar sections of ACC Titles 5, 6, 8, 10, 12, 13, 15, 16, 17 or 18, or other similar code(s), any further violations shall constitute misdemeanors, punishable as provided in ACC 1.24.010. For the purposes hereof, it shall be prima facie evidence that the same violator has previously been found to have committed any infraction if a certified copy

of the judgment, docket or other court document showing that such violation was found committed is filed with the court. (Ord. 6615 § 6, 2016; Ord. 5837 § 2, 2004; Ord. 5677 § 2, 2002.)

1.25.060 Uncorrected violations.

In addition to any other enforcement actions available to the city, if a violation on a parcel of property is not corrected within the specified time frame of the decision of the court then no further permits or approvals shall be issued by the city on the subject parcel until all violations have been corrected, or brought into compliance with the decision of the court. (Ord. 5966 § 4, 2006; Ord. 5837 § 3, 2004; Ord. 5677 § 2, 2002.)

1.25.065 Additional penalty and enforcement provisions.

A. *Civil Penalty.* In addition to any other enforcement actions available to the city, if the code enforcement official determines that a violation has not been corrected pursuant to ACC 1.25.030 within the time specified in the notice to correct violation or recurs within 60 calendar days of remediation of the same violation, they are authorized to impose a civil penalty against the property owner on whose property the violation exists, and/or the person in possession of the property, and/or the person otherwise causing or responsible for the violation. The penalty shall be up to $500.00 for the first day and $100.00 per day for each additional full day the violation continues. In the event a violation is remediated but recurs within 60 calendar days, the city may impose a penalty that is double that of the above listed penalty amounts. Each day on which a violation or recurrence thereof continues shall constitute a separate violation. If unpaid within 14 calendar days of becoming effective, each penalty shall constitute a lien against the property of equal rank with state, county, and municipal taxes.

B. *Notice of Penalty.* The penalty shall be imposed by serving a notice of penalty. Service of the notice shall be made upon all persons identified in the notice either personally or by mailing a copy of such order by regular mail, postage prepaid. If an address for mailed service cannot be ascertained, service shall be accomplished by posting a copy of the notice conspicuously on the affected property or structure. The initial penalty shall be effective and the recurring daily penalty shall commence on the date service is effective. Service by regular mail shall be effective five calendar days after the date of postmark, unless U.S. postal records show actual receipt prior to that date. If service is by personal service, service shall be deemed effective immediately. If service is made by posting, service shall be effective on the third day following the day the notice is posted. Recurring penalties shall become effective every 24 hours after midnight of the effective date of the initial penalty if the violation is not corrected.

The notice shall contain all the information required to be placed in a notice to correct violation, under ACC 1.25.030, and in addition the following:

1. The amount of the initial penalty and the amount of the per day penalty for each day the violation(s) continues, and, if applicable, the conditions on which assessment of such civil penalty is contingent.

2. A statement that the recurring penalty accrues each day automatically, without further notice.

3. The procedure for appealing the penalty, as described in this chapter.

4. That if the penalties are unpaid within 10 calendar days of when they become effective, they shall become a lien on the property that shall be of equal rank with state, county and municipal taxes.

C. *Withdrawal.* The code enforcement officer may withdraw a notice of penalty if compliance is achieved, as determined by the officer, within 14 calendar days of the service date of the notice. The officer shall not withdraw a notice of penalty if it is the second notice issued by the officer to the same person for the same or similar violation committed within six months.

D. *Continued Duty to Correct.* Payment of a penalty pursuant to this chapter does not relieve a person of the duty to correct the violation as ordered by the enforcement officer. Correction of the violation does not relieve a person of the obligation to pay the penalty assessed, unless dismissed, withdrawn, or modified by the hearing examiner or the code enforcement officer.

E. *Appeal of Notice of Penalty.*

1. An assessed civil penalty may be appealed to the city hearing examiner within 14 calendar days of the penalty's effective date, in the same manner as determinations of the building official are appealed under ACC 15.07.130. After the 14-day period, penalties shall be final and binding. The hearing examiner may grant an extension of time for filing an appeal if the person establishes that they did not receive the notice of penalty due to good cause. The burden of proving such good cause circumstances is on the person making the claim.

2. The appeal shall be processed and the hearing conducted according to the provisions of ACC 15.07.130 and the provisions of that section are adopted by reference for the purpose of this chapter. The person appealing may appeal either the determination that a violation exists or the amount of the civil penalty imposed, or both. The person appealing may appeal all penalties that are not final and binding. The hearing examiner has the authority to affirm, dismiss, or modify the civil penalty. The city shall have the burden of proving by a preponderance of the evidence the commission of a violation. If the hearing examiner finds that a violation was not committed at the time the notice of penalty was issued, the examiner shall dismiss all penalties before them that were imposed for the alleged violation and the city shall dismiss all additional penalties, whether effective or final, that were imposed for the alleged violation.

3. The civil penalties for a continuing violation shall not continue to accrue pending determination of the appeal; however, the hearing examiner may impose a daily monetary penalty, to a maximum of $100.00 per day, from the date of service of the notice of penalty if the hearing examiner finds that the appeal is

frivolous or intended solely to delay compliance. An appeal does not lift or stay a notice to correct violation.

4. A person is precluded from appealing a penalty if the hearing examiner finds that it has determined in a prior appeal all the issues of fact and law raised by the person appealing.

5. At their discretion, the hearing examiner may consolidate appeals of penalties imposed on the same property for the same violations.

F. *Cost Recovery and Lien.*

1. Any monetary penalty imposed under this chapter constitutes a personal obligation of the person served the notice of penalty. The city attorney is authorized to collect the monetary penalty by use of appropriate legal remedies, the seeking of which shall neither stay nor terminate the accrual of additional per-day penalties so long as the violation continues.

2. The city may authorize the use of collection agencies to recover monetary penalties, in which case the cost of the collection process shall be assessed in addition to the monetary penalty.

3. Once civil penalties are effective and due, pursuant to this section, the code enforcement officer may file a lien with the county auditor on the property where the violation exists for the amount of the unpaid civil penalties. The lien shall be of equal rank with state, county and municipal taxes, and shall be in similar form, be filed with the same county office, be enforced and foreclosed in the same manner, and subject to the same exemptions as state law provides for the foreclosure of labor and material liens. The claim of lien shall contain the following:

a. The authority for imposing a civil penalty;

b. A brief description of the civil penalty imposed, including the violations charged and the duration thereof;

c. A legal description of the property to be charged with the lien;

d. The name of the known or reputed owner; and

e. The amount, including lawful and reasonable costs, for which the lien is claimed. (Ord. 6708 § 3, 2018; Ord. 6647 § 2, 2017; Ord. 6615 § 7, 2016; Ord. 6328 § 4, 2010.)

1.25.070 Abatement.

Repealed by Ord. 6615.

1.25.080 Interpretation.

The provisions of this chapter shall be held to be minimum requirements in their interpretation and application and shall be liberally construed to serve the purposes of this chapter. (Ord. 5677 § 2, 2002; Ord. 5246 § 1 (Exh. B), 1999; Ord. 5212 § 1 (Exh. B), 1999; Ord. 4460 § 1, 1991. Formerly 1.25.090.)

1.25.090 Hearing examiner.

Repealed by Ord. 5966.

1.25.100 Collection enforcement and/or abatement.

In the event of failure to comply with any notice and/or stop work order, the city, at its option, may enforce collection through the civil execution process as provided in this chapter or by any method provided by law and/or ordinance and/or may abate the use of the property which is the subject of the violation through the abatement process as provided by law or ordinance. (Ord. 5677 § 2, 2002; Ord. 5246 § 1 (Exh. B), 1999; Ord. 5212 § 1 (Exh. B), 1999; Ord. 4460 § 1, 1991. Formerly 1.25.120.)

1.25.110 Additional enforcement procedures.

The provisions of this chapter are additional to other enforcement provisions authorized by state law and/or city ordinance and are additional to any other remedy available to the city for damages, redress or relief, whether in equity or law, including but not limited to actions for injunctive relief and/or abatement, to ensure and/or protect the public health, safety and welfare. (Ord. 5677 § 2, 2002; Ord. 5246 § 1 (Exh. B), 1999; Ord. 5212 § 1 (Exh. B), 1999; Ord. 4460 § 1, 1991. Formerly 1.25.130.)

1.25.120 Constitutionality or invalidity.

If any section, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of the sections, subsections, clauses or phrases. It is hereby expressly declared that each section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, adopted and approved and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional. (Ord. 5677 § 2, 2002; Ord. 5246 § 1 (Exh. B), 1999; Ord. 5212 § 1 (Exh. B), 1999; Ord. 4460 § 1, 1991. Formerly 1.25.140.)

The Auburn City Code is current through Ordinance 6842, passed November 15, 2021.

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AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5654 (Gaub)

Date:
March 15, 2022

Department:
Public Works

Attachments:
Resolution No. 5654
Exhibit A
Vicinity Map

Budget Impact:
$100,000.00

Administrative Recommendation:

City Council adopt Resolution No. 5654.

Background for Motion:

This resolution authorizes an interlocal agreement with the Auburn School District for the City to design and construct safety improvements on 124th Ave SE at the access to Mountain View High School with a 50-50 cost share between the City and Auburn School District.

Background Summary:

Resolution No. 5654 authorizes the Mayor to execute an Interlocal Agreement between the City of Auburn and the Auburn School District relating to Project No. CP2208 – 124th Ave SE Improvements. This project was developed collaboratively between City and Auburn School District staff. The project improvements are intended to improve safety at the Mountain View High School access to 124th Ave SE and include 1) installation of flashing school zone beacons with signage and 2) curbing, median, and signage to restrict left turns from the school driveway onto southbound 124th Ave SE.

The terms of the agreement have the City designing and constructing the project and the District reimbursing the City 50% of the project costs, up to a maximum amount of $50,000. The remaining project costs would be paid by the City using 102 Arterial Street funds. Budget Amendment No. 5 includes a request for these funds.

Reviewed by Council Committees:

Councilmember: Stearns **Staff:** Gaub

Meeting Date: March 21, 2022 Item Number: RES.A

RESOLUTION NO. 5654

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 THE AUBURN SCHOOL DISTRICT RELATING TO PROJECT NO. CP2208 – 124TH AVE SE IMPROVEMENTS

WHEREAS, the City and District have identified improvements to 124th Avenue SE intended to promote safety; and,

WHEREAS, the City is willing to design and construct the improvements as a City capital project; and,

WHEREAS, the District is willing to compensate the City for the City's costs to design and construct the City capital project in an amount not to exceed the amount listed in Section 1 of this Agreement; and

WHEREAS, the City and the District are authorized to enter into this Agreement by RCW 39.34.030.

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

Section 1. The Mayor is authorized to execute an Interlocal Agreement with the Auburn School District related to safety improvements at 124th Avenue SE, 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 directions of this Resolution.

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

Signed _____.

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Kendra Comeau, City Attorney

INTERLOCAL AGREEMENT BETWEEN CITY OF AUBURN AND AUBURN SCHOOL DISTRICT FOR CITY PROJECT NO. XXXX – 124TH AVENUE SOUTHEAST IMPROVEMENTS AT MOUNTAIN VIEW HIGH SCHOOL

THIS INTERLOCAL AGREEMENT (Agreement) made and entered into on this day of February, 2022, by and between the City of Auburn, a municipal corporation of the State of Washington, hereinafter referred to as "City" and, the Auburn School District, hereinafter referred to as the "District."

WITNESSETH:

WHEREAS, the City and District have identified improvements to 124th Avenue SE intended to promote safety; and,

WHEREAS, the City is willing to design and construct the improvements as a City capital project; and,

WHEREAS, the District is willing to compensate the City for the City's costs to design and construct the City capital project in an amount not to exceed the amount listed in Section 1 of this Agreement; and

WHEREAS, the City and the District are authorized to enter into this Agreement by RCW 39.34.030.

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, **THE PARTIES HERETO DO HEREBY AGREE** as follows:

1. General

The City agrees to design and construct improvements to 124th Avenue SE including two flashing school zone beacons with signage (one facing northbound traffic and one facing southbound traffic) and curbing, median, and signage to restrict left turns from the Mountain View High School access driveway to southbound 124th Avenue SE (Project). The District shall reimburse the City a maximum amount of fifty thousand dollars and no cents ($50,000.00), or 50% of the total Project cost, whichever is less.

The City will procure and administer contracts associated with completing the Project in accordance with the applicable requirements of local, state, and federal laws, including, but not limited to requirements of: prevailing wages, competitive bidding, Title VI non-discrimination, contractor bonding and payment retainage, and in accordance with the City of Auburn Design and Construction Standards.

2. Compensation and Payment.

The parties shall finance the Project reflected in this Agreement as follows: District agrees to reimburse the City actual direct and related indirect costs associated with performance

of the Project work in an amount not to exceed the amount listed in Section 1 of this Agreement. The City shall be solely responsible for all costs that exceed this amount, unless the Parties implement Section 4.

Upon completion of the Project, the City shall submit one inclusive first and final itemized invoice to the **District's representative, Cindi Blansfield, 915 Fourth Street NE, Auburn, WA, 98002,** for the City's actual direct and related indirect costs incurred associated with performance of the Project. The District shall provide payment in full within sixty (60) calendar days upon receipt of the itemized invoice. If the District objects to all or any portion of the invoice, the District shall notify the City within twenty (20) calendar days after receipt of the City's invoice. If only a portion of the invoice is disputed, the District agrees to pay the undisputed portion of the invoice. The Parties shall immediately make every effort to settle the disputed portion of the invoice.

Both parties have established and maintain an appropriate budget for the obligations in this Agreement as required by law.

3. Time for Performance and Term of Agreement.
The Term of this Agreement shall commence on the date hereof and shall terminate upon completion of the performance of the Project by the City or as otherwise provided in paragraph 15 of this Agreement.

4. Cost Increase.
Within ten (10) calendar days of the City becoming aware that the Project costs may exceed the amount listed in Section 1 of this Agreement, it shall notify the District in writing and mutually agree upon a course of action in execution of the Project.

5. Ownership and Use of Documents.
All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by either party as part of its performance of this Agreement shall be owned by and become the property of that party, and may be used by that party for any purpose.

6. Records Inspection and Audit.
(a) The City shall maintain books, records, documents, correspondence and other evidence pertaining to the costs and expenses of the Project (hereinafter referred to collectively as "the records"), to the extent and in such detail as will properly reflect all costs, direct and operating, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement shall be provided by the District. The books and records required under this Section shall be maintained in accordance with generally accepted accounting standards.
(b) The City shall retain the records and make them available for audit for a period of six (6) years after final payment is made by the District.

7. Continuation of Performance.
In the event that any dispute or conflict arises between the parties while this Contract is in effect, the parties agrees that, notwithstanding such dispute or conflict, the parties shall

continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

8. Administration of Agreement.
This Agreement shall be administered by the Auburn School District Business and Operations on behalf of the District, and by the Mayor of the City, or designee, on behalf of the City. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

City of Auburn	Auburn School District
Auburn City Hall 25 West Main ATTN: Jacob Sweeting Auburn, WA 98001-4998 (253) 804-3118	Contact Name: Cindi Blansfield Title: Assoc. Supt., Business & Operations Address: 915 Fourth Street NE Auburn, WA 98002 Email: cblansfield@auburn.wednet.edu Phone: 253-931-4930

9. Notices.
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.

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.

10. Insurance.
Each party shall maintain insurance in accordance with its policies.

11. Indemnification.
Each party shall indemnify, defend and hold harmless the other party and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including attorney fees, by any reason of or arising out of the act or omission of that party, its officers, agents, employees, or any of them relating to or arising out of the performance of this Agreement except for injuries and damages caused by the sole negligence of the indemnifying party. If a final judgment is rendered against the indemnified party, its officers, agents, employees and/or any of them, or jointly against the indemnifying party and the indemnified party and their respective officers, agents and employees, or any of them, the indemnifying party shall satisfy the same to the extent that such judgment was due to the indemnifying party's negligent acts or omissions.

12. Amendment, Modification or Waiver.
No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default.

13. Entire Agreement.
This Agreement contains the entire understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

14. Counterparts.
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.

15. Termination.
Neither the District or City may terminate this agreement without the written concurrence of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

CITY OF AUBURN

Nancy Backus
Mayor

AUBURN SCHOOL DISTRICT

Cindi Blansfield
Associate Superintendent,
Business and Operations

Attest:

Shawn Campbell, City Clerk

Approved as to form:

Kendra Comeau, City Attorney

CP2208 - 124th Ave SE Improvements

Printed Date: 3/10/2022
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

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.