

	City Council Meeting March 19, 2018 - 7:00 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

III. APPOINTMENTS

- A. 2018 - 2020 Poet Laureate
City Council to confirm the appointment of Susan Landgraf as Auburn's 2018-2020 Poet Laureate.

(RECOMMENDED ACTION: City Council confirm the appointment of Susan Landgraf as Auburn's 2018-2020 Poet Laureate.)

IV. AGENDA MODIFICATIONS

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

- 1. Public Hearing for Right-of-Way Vacation V1-17 (Gaub)
City Council to conduct a public hearing in consideration of Right-of-Way Vacation No. V1-17.

(RECOMMENDED ACTION: City Council conduct the public hearing. For further action on this item, see Ordinance No. 6671, which appears later on the agenda.)

- 2. Public Hearing for Franchise Agreement No. 17-22 (Gaub)
City Council to conduct a public hearing in consideration of Franchise Agreement No. 17-22 for Olympic Pipe Line Company, LLC.

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

B. Audience Participation

This is the place on the agenda where the public is invited to speak to the City

Council on any issue. Those wishing to speak are reminded to sign in on the form provided.

C. Correspondence

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

VII. CONSENT AGENDA

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

A. Minutes of the March 5, 2018 regular City Council meeting

B. Minutes of the January 8, 2018 City Council Study Session

C. Claims Vouchers (Coleman)

Claims vouchers 447914 through 448096 in the amount of \$4,702,165.01 and four wire transfers in the amount of \$473,999.98 and dated March 19, 2018.

D. Payroll Vouchers (Coleman)

Payroll check numbers 537813 through 537833 in the amount of \$224,194.73 and electronic deposit transmissions in the amount of \$1,933,261.90 for a grand total of \$2,157,456.63 for the period covering March 1, 2018 to March 14, 2018.

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

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. ORDINANCES

A. Ordinance No. 6671 (Gaub)

An Ordinance of the City Council of the City of Auburn Washington, vacating real property intended for right-of-way purposes located at 1412 3rd Street SE, within the City of Auburn, Washington

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6671.)

XI. RESOLUTIONS

A. Resolution No. 5343 (Gaub)

A resolution of the City Council of the City of Auburn, Washington, approving the 2018 Stormwater Management Program Plan and authorizing the Mayor to include a copy of the Program Plan in the National Pollutant Discharge Elimination System Western Washington Phase II Municipal Stormwater Permit Annual Report for 2017 to the Washington State Department of Ecology

(RECOMMENDED ACTION: City Council adopt Resolution No. 5343.)

B. Resolution No. 5353 (Gaub)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an amendment to the Interlocal Agreement with the Lakehaven Water and Sewer District for the purpose of modifying the Sewer District's Sanitary Sewer Service Area

(RECOMMENDED ACTION: City Council adopt Resolution No. 5353.)

C. Resolution No. 5358 (Faber)

A resolution of the City Council of the City of Auburn, Washington, authorizing the acceptance of a grant from the State of Washington Heritage Capital Program, "Railroads, Waterfowl, Field Trips and Family Outings", and authorizing the Mayor to execute the necessary contracts to accept said funds

(RECOMMENDED ACTION: City Council adopt Resolution No. 5358.)

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. **From the Council**

B. **From the Mayor**

XIII. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

2018 - 2020 Poet Laureate

Date:

March 9, 2018

Department:

Parks/Art and Recreation

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council approve appointment of Susan Landgraf as Auburn's 2018-2020 Poet Laureate.

Background Summary:

The City of Auburn Poet Laureate recognizes and honors a poet of exceptional talent and accomplishment that is a resident of South King County or North Pierce County and shall have been actively engaged in Auburn's creative community for at least one year prior to appointment. The Poet Laureate also encourages appreciation of poetry and literary life in Auburn. Once a Poet Laureate program is established the Auburn Arts Commission will forward a recommendation to the Mayor for final selection and appointment. The term of service for the next Poet Laureate will be three years, beginning in February of 2018. The award is honorific. There is no financial compensation for the position.

The Auburn Arts Commission has recommended Susan Landgraf for appointment as Auburn's 2018-2020 Poet Laureate. Landgraf is a very talented, respected and well-published poet with a positive personality and charisma that the Arts Commission feels would represent Auburn well in this honorary role.

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

Faber

Meeting Date: March 19, 2018

Item Number:



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for Right-of-Way Vacation V1-17 (Gaub)

Date:

February 23, 2018

Department:

CD & PW

Attachments:

[Staff Report](#)

[Vicinity Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to hold a Public Hearing in consideration of Right-of-Way Vacation V1-17. See Ordinance No. 6671 for further action on this item.

Background Summary:

See Ordinance No. 6671, later on the agenda, for additional materials. Per Auburn City Code Chapter 12.48 a public hearing shall be held to consider the proposed right-of-way vacation for V1-17 for the 50 foot by 60 foot right-of-way in the vicinity of 1412 3rd Street SE. The date of the public hearing was set by Resolution No. 5340 on February 20, 2018.

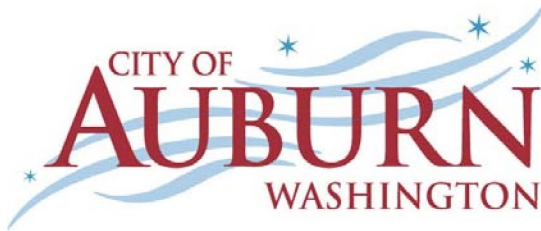
Reviewed by Council Committees:**Councilmember:****Staff:**

Gaub

Meeting Date: March 19, 2018

Item Number:

PH.1



RIGHT-OF-WAY VACATION STAFF REPORT

Right-of-Way (ROW) Vacation Number V1-17

Applicant: City Initiated

Property Location: Right-of-Way located in the vicinity of 1412 3rd Street SE. Specifically the south 50 feet of the north 331.07 feet of the west 60 feet of Lot 33 East Auburn Acres addition to Auburn.

Description of right-of-way:

This ROW proposed for vacation consists of a 50 foot by 60 foot portion of real property acquired for the intended purpose of right-of-way that was Quit Claim Deeded to the City in 1956 under Recording Number 4702460, Volume 3583, Page 617 of deeds records of King County on June 14, 1956. The City has determined that the intent of the City's acquisition was for right-of-way purposes based on the alignment with other similar pieces of right-of-way that were dedicated for street purposes. These similar pieces of right-of-way were subsequently vacated years later when City long range transportation plans determined that a road alignment extending 4th Street SE between M Street SE and R Street SE was not needed and that unopened and partial alignments should be considered for vacation back to adjacent property owners.

The ROW is located south of 3rd Street SE and north of the Burlington Northern Railroad and consists of a 50 foot by 60 foot area. The total area of ROW proposed for vacation is 3,000 (+/-) square feet. The ROW is adjacent to Parcel No. 2149800305 on the north side, Parcel No. 2149800302 on the south side, Parcel No. 2149800284 on the west side and Parcel No. 2149800306 on the east side.

See the attached map.

Proposal:

The City proposes to vacate the above described right-of-way as it is not needed for public road purposes.

Applicable Policies & Regulations:

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

Public Benefit:

- The street vacation decreases potential right-of-way maintenance obligation and liability of the City.
- The vacated area will be subject to property taxes.

Discussion:

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

1. Puget Sound Energy (PSE) – PSE received the City's request for comments regarding the proposed street right-of-way vacation. PSE was unable to determine if they have existing facilities in the proposed vacation area and stated that they would pursue their own easements if needed in the future.
2. Comcast – Comcast has no objection to the proposed vacation and does not require an easement.
3. CenturyLink – CenturyLink has not facilities on or in the area being requested for vacation and does not required an easement.
4. Water – The City does not require an easement be reserved for water facilities.

5. Sewer – The City does not require an easement be reserved for sewer facilities.
6. Storm – The City does not require an easement be reserved for storm facilities.
7. Transportation – No comments.
8. Planning – No comments.
9. Fire – The area proposed for vacation that is currently being used as a road and access to Parcel No. 2149800302 on the south side of the ROW will need to be maintained as such after vacation. The current access to this parcel does not meet current code for fire apparatus access turnaround requirements. As such the area currently being used as a road and access may not become any smaller than it currently is.
10. Police – No comments.
11. Streets – No comments.
12. Construction –No comments.

Assessed Value:

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

The City Engineer has not required an appraisal for the value of this right-of-way since the right-of-way vacation is being initiated by the City. Additionally the right-of-way was dedicated to the City at no cost and the City has never maintained or opened the right-of-way for public use.

Recommendation:

Staff recommends that the street vacation be granted with no conditions.

ROW Vacation #V1-17 1412 3rd Street SE

Printed Date: 2/6/2018
Map Created by City of Auburn eGIS
Imagery Date: May 2015



192.3 0 96.2 192.3 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1 in = 96 ft

1:1,154

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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:

Public Hearing for Franchise Agreement No. 17-22 (Gaub)

Date:

March 1, 2018

Department:

CD & PW

Attachments:

[Draft Ordinance No. 6674](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council hold a public hearing in consideration of Franchise Agreement No. 17-22 for Olympic Pipe Line Company, LLC.

Background Summary:

Per Auburn City Code Chapter 20.06.030 a public hearing shall be held to consider Franchise Agreement No. 17-22 for Olympic Pipe Line Company, LLC to operate within the City's rights-of-way petroleum products transmission pipeline within the City of Auburn. The date of the public hearing was set by Resolution No. 5346 on March 5, 2018.

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

Gaub

Meeting Date: March 19, 2018

Item Number:

PH.2

ORDINANCE NO. 6 6 7 4

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING A FRANCHISE AGREEMENT FOR A PETROLEUM PRODUCTS PIPELINE TO OLYMPIC PIPE LINE COMPANY, LLC

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

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

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

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

Section 1. Grant of Right to Use Franchise Area

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

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair, for provision of those services set forth in Exhibit "B" ("Grantee Services") pipeline or pipelines, and associated valves, fittings, location markers and signs, communication systems, utility lines, signage, protective apparatus, and all other appurtenances, equipment, and facilities,

whether above or below grade, useful or incidental to or for the operation or protection thereof (the “Grantee Facilities”), and conduct such other activities as may be convenient in connection therewith as determined by Grantee, for the transportation of oil, gases, liquids, solids, or any mixtures thereof, and any product, by-product, and derivatives thereof, on, over, under, across, and through the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Grantee Facilities and Grantee Services, on public or private property elsewhere within the City. This Franchise is intended to convey only a limited right and interest and is not a warranty of title or interest in the City’s right-of ways. The Agreement does not convey any right to Grantee to install Grantee Facilities on or to otherwise impact, city-owned or leased properties, easements, or rights-of way outside the ones identified in Exhibit A.

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

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

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

G. The Grantee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public’s need for municipal

infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

H. This Franchise is subject to the provisions of Auburn City Code ("ACC"), including specifically ACC Chapter 20.10, "CONDITIONS OF PUBLIC WAY AGREEMENTS, FRANCHISES, AND FACILITIES LEASES", and all applicable federal and state laws, codes and regulations as currently exist or as amended. However, if the provisions of city code, as amended or superseded, conflict with any terms and conditions of this agreement, the provisions of this agreement shall govern.

Section 2. Notice

A. Whenever this Franchise calls for notice to or notification by any party, the same (unless otherwise specifically provided) shall be in writing and directed by certified mail to the recipient at the address set forth in this Section. If the date for making any payment, notice, or performing any act is a legal holiday, payment or notice may be made or the act performed on the next succeeding business day which is not a legal holiday.

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

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

Grantee: Olympic Pipe Line Company, LLC.
Right of Way Agent
2319 Lind Ave SW
Renton, WA, 98057
Telephone: (425) 235-7736, Fax (425) 981-2525

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

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

Section 3. Term of Agreement

A. This Franchise shall run for a period of 10 (ten) years, from the date of execution specified in Section 5.

B. Renewal Option of Term: The Grantee may renew this Franchise for an additional ten (10) year period upon submission and approval of the application specified under ACC 20.06.130, as it now exists or is amended, within the timeframe set forth therein (currently between 180 and 240 days prior to expiration of the then-current term). Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall submit those materials that differ from the previous materials or as deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the ACC.

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

Section 4. Definitions

For the purpose of this agreement:

"ACC" means the Auburn City Code.

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

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

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

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

“Grantee Facilities” or “Facilities” means, collectively, any and all systems owned or operated by Grantee located in the City Rights-of-Way, including but not limited to pipelines, mains, laterals, fixtures, communication systems, and any and all other equipment appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purpose of transmission of petroleum products, whether the same be located over or under ground.

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

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

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

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

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

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

Section 5. Acceptance of Franchise

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

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

Section 6. Construction and Maintenance

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

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

C. In addition to complying with ACC 20.10.80, as hereafter amended or superseded, Grantee Facilities shall be located and maintained within the Right-of-Way so as not to interfere with the reasonable ingress or egress to the properties abutting the Right-of-Ways as they existed or exist at the time of installation of the Grantee Facilities. The City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the public right-of-way and may

from time to time, pursuant to the applicable sections of this Franchise, require, at no cost to the City, the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.

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

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

H. Markers demarcating the pipeline's location shall be placed on the surface consistent with federal requirements to provide clear warning of the presence of the pipeline but in a manner that does not interfere with trails or other public uses in that area. Additionally, Grantee shall place continuous underground markers demarcating the pipeline's location each time Grantee digs to the pipeline for any reason.

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City telephonically during normal business hours (at 253.931.3010 and during non-business hours at 253-876-1985 as promptly as possible before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Grantee's emergency contact phone number for the corresponding response activity. For any emergency or after normal business hour issues involving the Grantee's facilities

which requires the Grantee's immediate response the City shall contact the Grantee at **888-271-8880** which is operated 24 hours a day, seven days a week. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances of the nature of the emergency and the actions taken to address it.

Section 8. Damages to City and Third-Party Property

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

B. If Grantee has failed to perform any work required to be performed in a timely manner under this Ordinance, or to correct an unsafe condition, the City may itself perform or have performed such work. Grantee shall pay all reasonable costs incurred by the City to perform such work upon demand of the City.

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

Section 9. Location Preference

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

the future require the relocation of Grantee Facilities. Such relocations shall be governed by Section 11.

B. When constructing new facilities, or replacing or reconstructing facilities, Grantee shall maintain a minimum underground horizontal separation of ten (10) feet from City water and five (5) feet from City sanitary sewer and storm sewer facilities; provided, that for development of new areas, the City, in consultation with Grantee and shall coordinate with other utility purveyors or authorized users of the Public Way, will develop and follow the City's determination of guidelines and procedures for determining specific utility locations, subject additionally to this agreement.

Section 10. Grantee Information

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

B. Upon the City's reasonable request, in connection with the design of any Public Works Project, Grantee shall verify the location of Grantee Facilities at no expense to the City. In the event Grantee performs excavation, the City shall not require any restoration of the disturbed area in excess of restoration to the same condition as existed immediately prior to the excavation.

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

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

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

Section 11. Relocation of Grantee Facilities

A. Except as otherwise so required by law, Grantee agrees to relocate, remove, or reroute its facilities within one hundred and eighty (180) days of being ordered by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Such alternate location for relocation of Grantee's facilities shall be determined and approved jointly by the City and Grantee at no cost to the City. Pursuant to the provisions of Section 16, Grantee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the Public Way.

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

C. Any condition or requirement imposed by the City upon any Third Party (including, but not limited to, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits obtained pursuant to any zoning, land use, construction or other development regulation) which requires the relocation of Grantee's Facilities within the Rights-of-Way shall be a condition or requirement causing relocation of Grantee's Facilities to occur subject to the provisions of Subsection B above; provided, however in the event the City reasonably determines and notifies Grantee that the primary purpose of imposing such condition or requirement upon such Third party is to cause or facilitate the construction of a Public Works Project to be undertaken within a segment of the Right-of-Ways on the City's behalf and consistent with the City's Capital Facility Plan or Transportation Improvement Program, then Grantee shall relocate its

Facilities within such segment of the Rights-of-Way in accordance with this Agreement.

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

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

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

Section 12. Abandonment and or Removal of Grantee Facilities

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

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

Section 13. Encroachment Management

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

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

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

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

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

D. Upon acceptance of this Agreement, Grantee shall provide the City with a copy of its emergency response plans and procedures, including, but not limited to, emergency rupture response.

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

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

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

Section 15. Maintenance, Inspection, and Testing.

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

Section 16. Indemnification and Hold Harmless

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

B. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee Facilities caused by

maintenance and/or construction work performed by, or on behalf of, the City within any other City road, Right-of-Way, or other property, except to the extent any such damage or loss is directly caused by the sole negligence of the City, or its agent performing such work.

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

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

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

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

Section 17. Insurance

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

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

2. Commercial General Liability insurance with limits no less than \$100,000,000.00 (one hundred million dollars) each occurrence, \$100,000,000.00 (one hundred million dollars) general aggregate and a \$100,000,000.00 (one hundred million dollars) products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. To the extent of the liabilities assumed by Grantee, the City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

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

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

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

2. To the extent of the liabilities assumed by Grantee, the Grantee's insurance shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

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

E. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City. Furthermore, Grantee may utilize a combination of primary and excess insurance policies to satisfy the requirements specified herein.

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

G. Pollution Legal Liability, to be in effect throughout the term of this Franchise, with a limit not less than \$50,000,000 per occurrence and in the aggregate to the extent such coverage is reasonably available in the marketplace. If the Pollution Legal Liability coverage is purchased on a "claims made" basis, then the Grantee warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is

available, for not less than three (3) years from the date of termination of this Franchise and/or conversion from a “claims made” form to an “occurrence” coverage form.

H. Any deductibles shall be the sole responsibility of the Grantee. The insurance certificate required by this section shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the aggregate limits of the insurer’s liability.

I. The indemnity and insurance provisions herein under Sections 16 and 17 shall survive the termination of this Franchise and shall continue for as long as the Grantee’s Facilities shall remain in or on the Franchise Area or until the parties execute a new Franchise agreement that modifies or terminates these indemnity or insurance provisions.

Section 18. Performance Security

The Grantee shall provide the City with a financial guarantee in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or which shall annually automatically renew over, the term of this Franchise, in a form and substance acceptable to the City. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, 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 hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 22 (Enforcement & Remedies) shall constitute damage to the City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit the Grantee’s liability to the guarantee amount, or otherwise limit the City’s recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 19. Relationship of the Parties

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

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

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

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

Section 20. Successors and Assignees

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.

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

C. Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) Complete information setting forth the nature, term and

conditions of the proposed assignment or transfer; (b) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) An application fee which shall be set by the City, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

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

Section 21. Dispute Resolution

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

B. If the parties fail to achieve a resolution of the dispute in this manner, then the City and the Grantee hereby agree that the matter shall be referred to mediation. The City and the Grantee shall mutually agree upon a mediator to assist them in resolving their differences, and any expense incidental to mediation shall be borne equally by the parties.

C. If either the City or the Grantee are dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

D. Subject to state and federal regulation, the Grantee shall be permitted to continuously operate its Facilities during dispute resolution.

Section 22. Enforcement and Remedies

A. If the Grantee shall willfully violate, or materially breaches any of the provisions of this Franchise through willful or unreasonable negligence, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the breach cannot be cured within thirty days, the Parties shall agree upon a reasonable period of time for cure, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Grantee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim damages as provided in ACC 20.10.340 per day against the financial guarantee set forth in Section 18 for every day after the expiration of the cure period that the breach is not cured.

B. Should the City determine that Grantee is acting beyond the scope of permission granted herein for Grantee Facilities and Grantee Services, the City shall initiate dispute resolution as set forth in Section 21, above. Should Grantee fail to participate in dispute resolution in accordance with Section 21, above, or should Grantee fail to comply with any order by a court addressing the dispute, the City reserves the right to cancel this Franchise upon thirty days (30) written notice to Grantee and require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease such actions.

Section 23. Compliance with Laws and Regulations

A. In carrying out any authorized activities under the privileges granted herein, Grantee shall meet accepted industry standards and comply with all applicable laws, rules, and regulations, of any governmental entity with jurisdiction over the pipeline and its operation (specifically including, but not limited to, all applicable requirements, rules, regulations, and orders of FERC). This shall include all applicable laws, rules and regulations existing at the Effective Date of this Franchise or that may be subsequently enacted by any governmental entity

with jurisdiction over Grantee or the pipeline(s) and the Facilities. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

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

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

Section 24. License, Tax and Other Charges

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

Section 25. Consequential Damages Limitation

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

Section 26. Force Majeure

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

Section 27. Severability & Survival

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

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

Section 28. Titles

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

Section 29. Implementation.

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

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

Section 30. Entire Agreement

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

Section 31. Effective date.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: _____

Draft Ordinance No. 6674
Franchise No. 17-22
February 20, 2018
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Exhibit A

Ordinance No. 6674
Franchise No. 17-22
January 17, 2018
Page 25 of 27

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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.

Exhibit "B"

Grantee Facilities and Grantee Services

A 14 inch diameter pipeline for the interstate transportation of petroleum products.

No local service is provided.

EXHIBIT "C"

STATEMENT OF ACCEPTANCE

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

[Grantee]

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

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2018, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

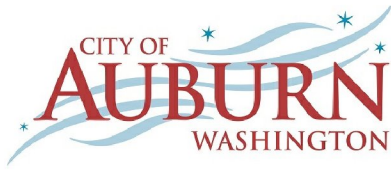
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

Signature

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

MY COMMISSION EXPIRES: _____

Draft Ordinance No. 6674
Franchise No. 17-22
February 20, 2018
Page 27 of 27



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the March 5, 2018 regular City Council meeting

Department:

Administration

Attachments:

[Minutes](#)

Date:

March 14, 2018

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

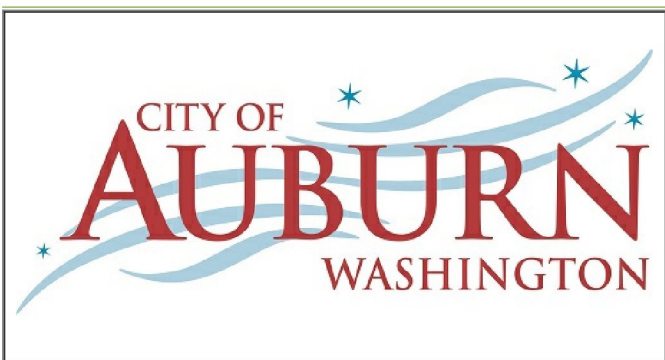
Revised Budget: \$0

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

Meeting Date: March 19, 2018

Staff:

Item Number: CA.A

	City Council Meeting March 5, 2018 - 7:00 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

A. Pledge of Allegiance

Mayor Nancy Backus called the meeting to order at 7:01 p.m. in the Council Chambers at Auburn City Hall, 25 West Main Street in Auburn and led those in attendance in the Pledge of Allegiance.

B. Roll Call

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

Mayor Nancy Backus and the following department directors and staff were in attendance: City Attorney Daniel B. Heid, Finance Director Shelley Coleman, Director of Administration Dana Hinman, Assistant Director of Public Works Randy Bailey, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Police Commander Mike Hirman, Utilities Engineering Manager Lisa Tobin, Storm Drainage Engineer Tim Carlaw, Economic Development Manager Doug Lein, Assistant Director of Community Development Services Jeff Tate, Parks, Arts and Recreation Director Daryl Faber, and City Clerk Danielle Daskam.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

There was no announcement, proclamation or presentation.

III. APPOINTMENTS

A. White River Valley Museum Board

City Council to confirm the appointment of LeRoy Jones to the White River Valley Museum Board for a three year term expiring December 31, 2020.

Deputy Mayor Baggett moved and Councilmember Holman seconded to confirm the appointment of LeRoy Jones to the White River Valley Museum Board for a three year term expiring December 31, 2020.

MOTION CARRIED UNANIMOUSLY. 6-0

IV. AGENDA MODIFICATIONS

There was no change to the agenda.

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

1. Public Hearing on 2018 Stormwater Management Program Plan (Gaub)

City Council to hold a public hearing to accept comments on the draft 2018 Stormwater Management Program Plan.

Mayor Backus opened the hearing at 7:02 p.m. No one in the audience requested to speak regarding the draft 2018 Stormwater Management Program Plan, and the hearing was closed.

B. Audience Participation

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

Betty Grone, 2516 I Street NE, Auburn

Ms. Grone spoke regarding homelessness and her efforts to find resources and housing for a woman named Bobbi.

Demi Broncoso, 6210 Nathan Avenue SE, Auburn

Mr. Broncoso requested an opportunity to meet with the Council within the next few weeks to discuss the impact of the City's inclusive city resolution.

Darren Baptiste, 1424 58th Way SE, Auburn

Darren Baptiste, member of Park 432 Webelo Den, and supported by his fellow Cub Scouts, urged the City Council to investigate the use of renewable energy, such as wind turbines, solar panels, and water turbines to power government buildings and to lessen Auburn's impact on the environment.

Mary Miller, 1802 I Street NE #B, Auburn

Ms. Miller spoke regarding litter in the city and encouraged citizens to use trash bins and pick up after themselves.

Bob Zimmerman, 33029 46th Place South, Auburn

Mr. Zimmerman spoke about seismic and building code enforcement and the wall on his adjacent neighbor's property, which he believes is deficient.

Derek Siver, 2 E Main Street, Auburn

Mr. Siver spoke regarding the fire-damaged Heritage Building in downtown and his hopes that more types of business uses will be included in the structure that replaces the Heritage Building. He also spoke in favor of more activities in the downtown area and encouraged the City to allow food trucks in the downtown park. Mr. Siver also reported the street light on the

back side of Main Street is not functioning.

C. Correspondence

Mayor Backus noted the receipt of an email received from the Master Builders Association in support of Ordinance No. 6672 relating to public sidewalks.

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.

Councilmember Brown, chair of the Finance ad hoc committee, reported he and Councilmember Holman reviewed claims vouchers in the approximate amount of \$1.1 million and payroll checks and direct deposits from February 15 to February 28, 2018, in the approximate amount of \$2.5 million. Councilmember Brown reported all items were in order.

Councilmember DaCorsi, chair of the Street Projects ad hoc committee, reported the committee, consisting of Deputy Mayor Baggett, Councilmember Trout-Manuel and Councilmember DaCorsi, met with the City Engineer to review the 2018-2023 Transportation Improvement Plan. The committee plans to meet with staff every two weeks.

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 20, 2018 Regular City Council Meeting
- B. Minutes of the July 25, 2016 and August 8, 2016 Study Session Meetings
- C. Claims Vouchers (Coleman)
Claims vouchers 447802 through 447913 in the amount of \$421,256.92 and six wire transfers in the amount of \$717,336.70 and dated March 5, 2018.
- D. Payroll Vouchers (Coleman)
Payroll check numbers 537793 through 537812 in the amount of \$517,556.71 and electronic deposit transmissions in the amount of \$1,960,136.46 for a grand total of \$2,477,693.17 for the period covering February 15, 2018 to February 28, 2018.

Deputy Mayor Baggett moved and Councilmember Brown seconded to approve the Consent Agenda.

MOTION CARRIED UNANIMOUSLY. 6-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

There was no new business.

X. ORDINANCES

A. Ordinance No. 6670 (Gaub)

An Ordinance of the City Council of the City of Auburn, Washington, authorizing the renewal and amendment of Ordinance No. 6452 for Zayo Group, LLC, Franchise Agreement No. 12-41 for a telecommunications system

Councilmember Holman moved and Councilmember Trout-Manuel seconded to adopt Ordinance No. 6670.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Ordinance No. 6672 (Gaub)

An Ordinance of the City Council of the City of Auburn, Washington, amending Chapter 12.12 of the City Code relating to public sidewalks

Councilmember DaCorsi moved and Councilmember Holman seconded to adopt Ordinance No. 6672.

MOTION CARRIED UNANIMOUSLY. 6-0

C. Ordinance No. 6675 (Tate)

An Ordinance of the City Council of the City of Auburn, Washington, approving the City-initiated Rezoning of four parcels totaling approximately 1.34 acres located east of C St. NW, between W Main Street and 3rd Street NW from DUC, Downtown Urban Center to M1, Light Industrial, and the City-initiated Rezoning of an approximately 0.98-acre parcel on the south side of SE 310th Street, west of 124th Ave. SE from R-20, Residential Zone 20 units to the acre, to I, Institutional to implement the Comprehensive Plan and amending the City's Zoning Maps

Councilmember Holman moved and Councilmember Brown seconded to adopt Ordinance No. 6675.

MOTION CARRIED UNANIMOUSLY. 6-0

D. Ordinance No. 6679 (Gaub)

An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 3.10.020, 3.10.025, 3.10.026, 3.12.020, 3.12.030, 3.12.060, 3.12.070 and 3.12.080 of the City Code and creating a new Section 3.10.060 of the City Code relating to Public Contracting

Deputy Mayor Baggett moved and Councilmember DaCorsi seconded to adopt Ordinance No. 6679.

Councilmember Wales requested clarification of Section 2 of the ordinance relating to Auburn City Code Section 3.10.025 and the inclusion

of art among the description of professional and personal service contracts. Assistant Director of Engineering Services Gaub explained the professional and personal services contracts are not specific to public works but apply across the board for the city.

Councilmember Wales stated she is not opposed to increasing the contract threshold from \$25,000.00 to \$50,000.00 for public works projects, but is concerned with increasing the threshold for other service contracts. She spoke in favor of retaining the authority for approving such contracts with the City Council.

City Attorney Heid explained the ordinance does not change the type of professional and personal contracts, but only changes the contract threshold level from \$25,000.00 to \$50,000.00.

Councilmember Holman noted the ordinance does not authorize expenditure that is not already approved by the Council and included in the budget.

MOTION CARRIED UNANIMOUSLY. 6-0

XI. RESOLUTIONS

A. Resolution No. 5346 (Gaub)

A Resolution of the City Council of the City of Auburn, Washington, setting a public hearing to consider a franchise agreement with Olympic Pipe Line Company, LLC

Deputy Mayor Baggett moved and Councilmember Holman seconded to adopt Resolution No. 5346.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Resolution No. 5349 (Gaub)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an Interagency Agreement between the City of Auburn and the Auburn School District relating to a project on South 316th Avenue between 56th Avenue South and W Street Northwest

Councilmember Wales moved and Councilmember Trout-Manuel seconded to adopt Resolution No. 5349.

MOTION CARRIED UNANIMOUSLY. 6-0

C. Resolution No. 5350 (Hinman)

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

Councilmember Brown moved and Councilmember DaCorsi seconded to adopt Resolution No. 5350.

MOTION CARRIED UNANIMOUSLY. 6-0

D. Resolution No. 5351 (Faber)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the acceptance of a grant from King County and authorizing the Mayor and City Clerk to execute the necessary contracts to accept said funds

Councilmember Brown moved and Deputy Mayor Baggett seconded to adopt Resolution No. 5351.

MOTION CARRIED UNANIMOUSLY. 6-0

E. Resolution No. 5352 (Gaub)

A Resolution of the City Council of the City of Auburn, Washington, amending Section B, Engineering and Public Works Fees, of the current City of Auburn Master Fee Schedule, adding a new Subsection 15 - Mitigation and Impact Fees for Exempt Wells

Councilmember DaCorsi moved and Councilmember Holman seconded to adopt Resolution No. 5352.

MOTION CARRIED UNANIMOUSLY. 6-0

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Deputy Mayor Baggett reported on his attendance at the training for managers and owners of multi-family housing to learn about community improvement and crime prevention strategies. The training was provided by Auburn Police and Code Enforcement staff. Deputy Mayor Baggett also reported on his attendance at the Pierce County Cities and Towns Association meeting. The Pierce County Cities and Towns Association is an advisory association for Pierce County Council.

Councilmember DaCorsi reported on his attendance at the King County Regional Transit Committee meeting where discussion included such topics as transit fares, parking, and the Metro Connect program.

Councilmember Trout-Manuel reported on her attendance at the King County Domestic Violence Prevention Committee meeting.

B. From the Mayor

Mayor Backus reported she delivered the State of the City Address at the Auburn Avenue Theater on February 27th and thanked everyone who attended. Mayor Backus thanked staff members Jason Jones, Kalyn Brady, Sarah St. George, Jim Kleinbeck, Tamie Bothell, Antoinette Manthey, and Dana Hinman for their efforts and expertise in preparing the

program.

Mayor Backus also reported on her attendance at One Table, a task force to end homelessness and headed by Seattle Mayor Durkan, King County Executive Constantine, and Mayor Backus, a retirement celebration for City employee Linda Ball who retired after 33 years of service, the Valley Regional Fire Authority awards and recognition banquet, the Terry Home benefit auction, and the Christ Community Free Clinic fundraiser. Mayor Backus announced two upcoming events: the Regional Gang and Gun Violence Task Force meeting at Kent City Hall on March 7th and the Annual Economic Forecasting Conference on March 8th.

XIII. EXECUTIVE SESSION

At 7:54 p.m., Mayor Backus recessed the meeting to executive session for approximately 20 minutes in order to discuss pending and potential litigation pursuant to RCW 42.30.110(1)(i). City Attorney Heid and Assistant Director of Engineering Services/City Engineer Gaub attended the executive session.

Mayor Backus reconvened the meeting 8:15 p.m.

1. Executive Session

At 7:54 p.m., Mayor Backus recessed the meeting to executive session for approximately 20 minutes in order to discuss pending and potential litigation pursuant to RCW 42.30.110(1)(i). No action was anticipated following the executive session. City Attorney Heid and Assistant Director of Engineering Services/City Engineer Gaub attended the executive session.

Mayor Backus reconvened the meeting at 8:15 p.m.

XIV. ADJOURNMENT

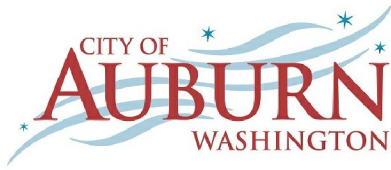
There being no further business, the meeting adjourned at 8:15 p.m.

APPROVED this 19th day of March, 2018.

NANCY BACKUS, MAYOR

Danielle Daskam, 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 January 8, 2018 City Council Study Session

Date:

March 6, 2018

Department:

Administration

Attachments:

[Minutes of the January 8, 2018 Council Study Session](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

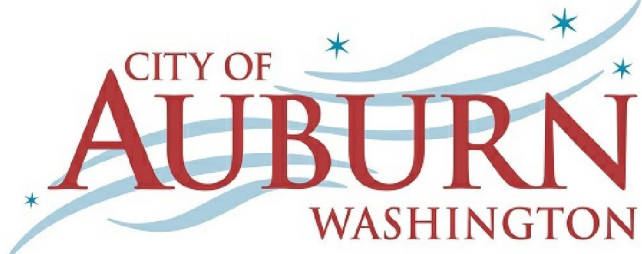
Revised Budget: \$0

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

Meeting Date: March 19, 2018

Staff:

Item Number: CA.B

	City Council Study Session Municipal Services SFA January 8, 2018 - 5:30 PM Council Chambers - City Hall MINUTES Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

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

A. Roll Call

Councilmembers present: Deputy Mayor Baggett, Larry Brown, Claude DaCorsi, John Holman, Bill Pelozza, Yolanda Trout-Manuel, and Largo Wales.

Mayor Nancy Backus and the following department directors and staff members were present: Parks, Arts and Recreation Director Daryl Faber, Economic Development Manager Doug Lein, Community Development and Public Works Director Kevin Snyder, Cemetery Supervisor Craig Hudson, Assistant City Engineer Jacob Sweeting, Human Services Program Coordinator Duanna Richards, City Attorney Daniel B. Heid, Planning Services Manager Jeff Dixon, Planner Alexandria Teague, Chief of Police Bob Lee, Assistant Chief of Police Bill Pierson, Traffic Engineer James Webb, Director of Administration Dana Hinman, Innovation and Technology Director Paul Haugan, and City Clerk Danielle Daskam.

II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

Review of Design Standards was moved from Municipal Services discussion item to items for Council discussion, Item III.C. The agenda bill for the Design Standards Update was distributed prior to the meeting.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Selection of Chairs for Special Focus Areas and Ad Hoc Committees

The following were designated as chair and vice chair of the Special Focus Areas:

Municipal Services Special Focus Area:
 Larry Brown, Chair
 Bill Pelozza, Vice Chair

Health and Human Services Special Focus Area:
Yolanda Trout-Manuel, Chair
Largo Wales, Vice Chair

Finance and Economic Development Special Focus Area:
John Holman, Chair
Larry Brown, Vice Chair

Public Works and Community Development Special Focus Area:
Claude DaCorsi, Chair
Bob Baggett, Vice Chair

Finance Ad hoc Committee
Larry Brown, Chair
John Holman, Vice Chair

B. Resolution No. 5341 - Presentation of the Formatted and Edited Adopted 2015 Comprehensive Plan (Snyder) (15 Minutes)

Presentation of the professionally edited and formatted hard copy of the 2015 Comprehensive Plan. Staff will also display the companion eReader version of the plan.

Planning Services Manager Dixon and Planner Alexandria Teague presented the formatted and edited 2015 Comprehensive Plan. It was adopted by Ordinance No. 6584 on December 7, 2015. The Growth Management Act requires that the City complete a comprehensive review of its Comprehensive Plan every eight years. The Comprehensive Plan is the leading policy document that guides the City's evolution and growth over a 20-year period. The Comprehensive Plan identifies the desired type, configuration, and intensity of land uses throughout the city, as well as the character and capacity of public facilities and services such as streets and utilities. The Comprehensive Plan also serves as the basis for the City's adoption of development standards and regulations, such as zoning, subdivision, and critical area regulations.

Ordinance No. 6584 recognized staffs' intention to provide final professional formatting and editing of the document. This final formatting and editing involved technical corrections not resulting in any substantive changes.

In early 2016, staff began searching for a professional editor to review the adopted plan and make recommendations for improving the documents readability, grammar, and voice.

In mid 2016, staff selected an editor that had experience in technical and policy writing. The chosen editor also had experience in document formatting. Staff intended to reformat the document after editing was complete, therefore, the selection of an editor that had both skills was ideal.

The editing process took approximately six months and included numerous exchanges between staff and the consultant. The formatting process also took approximately six months and included evaluating hundreds of options related to color choices, fonts, and layout options.

The purpose of formatting and finalizing the plan was to feature an easier-to-use and more accessible format than previously adopted Plans. Because of this, the Plan now looks quite different than the copy of the Plan approved by Council.

Manager Dixon reviewed the notable changes to the Comprehensive Plan:

Comprehensive Plan Map. (Map No. 1.1, following Page LU-25) was formatted and revised to increase clarity by updating the map background, colors and symbols of the Land Use types. Also, the Map required conversion to a different electronic format to be supportable.

Special Planning Areas Maps. The “Land Use Element” of the Comprehensive Plan included placeholders for the different types of special plan areas: these include Districts, Designated areas (Identified areas, Designated Areas, and Areas of Concern) Adopted Areas, Impression Corridors, and Gateways. The purpose and function of these areas are described in detail on Pages LU-18 through LU-25 of the Land Use Element. These maps were added and feature consistent design, use of colors, The Special Planning Areas Maps are as follows:

Map 1.2 – Districts Map

Map 1.3 – Designated Areas Map (identified areas, designated areas, & areas of concern)

Map 1.4 – Adopted Areas Map

Map 1.5 – Impression Corridors Map

Map 1.6 – Gateways Map

Land Use Element Special Planning Area Text. Areas of Concern. “Areas of Concern” are one of the seven (7) types of “Special Planning Areas” found within the “Land Use Element” (Page LU-20). This type of subarea was added to the Land Use Element following adoption to specify that a few areas of the City warrant a close assessment as they represent areas that are under-served by infrastructure and services (e.g. water, urban roads, etc.) to support an increase in density or other development. This continues information from the preceding plan document.

Subarea Plan Policies. The Subarea Plan Policies (starting at Page LU-20) was re-organized to incorporate the Appendix A of the Land Use Element. In particular, the introductory policy statements and the corresponding Ordinance or Resolution related to each Adopted Area was highlighted and the discussion of each Adopted Area consolidated to include only the introductory policy statements and the corresponding Ordinance or Resolution. By re-organizing and consolidating the Subarea

Plan Policies section of the Land Use Element, potential confusion of having subarea plan policies in multiple areas is minimized.

Manager Dixon also displayed a flip-book version of the Comprehensive Plan that will be available on the City's web site.

Manager Dixon stated staff will be asking the Council to adopt Resolution No. 5341 ratifying the editing and formatting changes. Staff does not believe that the editing and formatting modifications materially change policies and priorities that were adopted under Ordinance No. 6584. But because there are a variety of technical corrections it is important for both the Planning Commission and City Council to take action to approve the changes.

The changes to the document were presented and explained to the Planning Commission at their regular meeting on September 19, 2017. The Planning Commission was satisfied and had no concerns.

The plan document does not include the changes from the annual Comprehensive Plan amendments adopted by Ordinance No. 6667 on December 18, 2017. A future supplement will be provided with these revisions.

Councilmember DaCorsi noted on pages 19-20 of the agenda packet (pages C1-2 and C1-3 of the Comprehensive Plan Core Plan, Item 11,) there is a comment regarding the perception the City could be safer.

Councilmember DaCorsi suggested removing or replacing the word "perception" with verbiage that the City improves safety in the community or continuously looks to improve safety in the community. Manager Dixon proposed to docket the change for future amendment.

Councilmember Holman asked how Vision 2050 will affect the City's Comprehensive Plan. Manager Dixon stated any necessary amendments will be included in annual amendments to the Plan.

Councilmember DaCorsi noted on page 29 of the agenda packet (page C2-6 of the Plan document) projects a capacity of approximately 14,597 housing units in the King County portion of the city through 2031. He questioned the statement when compared to Table 8 on page C2-9 of the Plan document. Manager Dixon stated he would investigate the source of Table 8 for comparison.

C. Design Standards Update (Snyder) (10 Minutes)

Assistant City Engineer Jacob Sweeting and Traffic Engineer James Webb presented the 2018 Design Standards update using a PowerPoint presentation.

Assistant City Engineer Sweeting explained updates to the Engineering Design Standards are scheduled to be published in early 2018. Per City

Code Section 12.04.010, the City Engineer will consult with City Council regarding changes to design standards that are “policy issues or [have] broad citywide implications.” Some of the changes to requirements associated with the following standards will be discussed: Development Plan Requirements (Phasing Plans, CAD files) and Transportation Requirements (Lateral Separation/Clear Zone, Trigger of ADA Upgrades, Street Trees in Grates)

Development Plan Requirements:

Phasing plans for larger, more complex projects, in order to start realizing benefit of the project prior to full project completion. This will minimize impacts to existing business operations. Currently, phasing is considered on a case by case basis, and there is no formal guidance. Current standards do not address phasing.

Proposed Standard: Phased projects must complete all public improvements prior to occupancy and are required to submit plans showing what improvements are proposed for each phase and a narrative explaining the approach.

In response to a question from Councilmember Wales, Assistant City Engineer Sweeting explained that all public improvements must be built out; if not, the developer is required to provide the City with a bond to ensure completion of the public improvements.

Assistant City Engineer Sweeting spoke regarding the data plan requirements. The City will be implementing a CAD (computer aided drafting) standard that will allow the City to move from the electronic CAD drawings, to the plans, updated as-built drawings, and updated CAD files that can be imported in to the City's GIS system. The new data plan requirements will increase efficiency.

Transportation Requirements:

Traffic Engineer Webb spoke regarding the clear zone and lateral offset standards.

A clear zone is the unobstructed area that allows a vehicle to regain control and return to the travel way without crashing into a fixed object. Clear zones are typically used on rural highways, freeways and interstates, and are based on speed, traffic volumes, slopes and curvature. A clear zone can be greater than 50 feet on freeways.

Lateral offset is the minimum distance between the travel way and a fixed roadside object to allow normal traffic operations. Lateral offset is used in an urban environment where limited by right-of-way and built environment. There is a two foot minimum, and up to six feet is preferred. Approximately 80% of vehicle collisions with roadside objects are within four feet of curb, while 90% of vehicle collisions with roadside objects are within six feet of the curb.

Current Design Standards allow utility poles and fixed objects a minimum of two feet from face of curb (consistent with horizontal clearance requirement). Where no curb exists, offset is based on AASHTO Manual (10 to 20 feet).

Proposed Design Standards (Urban Environment):

Fixed objects will be a minimum four feet from the face of curb (six feet on the outside of curves). Utility poles, shall be a minimum of six feet from edge of travel way where curb exists.

Proposed Design Standards (Non-Urban Environment):

Where urban environment conditions don't apply, AASHTO Clear Zone will be used.

Engineer Webb stated the new standards should not have any effect on the lot sizes or buildable land.

Assistant City Engineer Sweeting a new policy is needed to determine when adjacent curb ramp upgrades are required for utility work.

Proposed Design Standard:

Where trenching and surface restoration is equal to or greater than half of the crosswalk it crosses, then the curbs at each of the crosswalk's ends must be upgraded with ADA compliant ramps.

Currently all arterial and collector roadways currently require street trees in tree grates. According to city code, the adjacent property owner is responsible for maintaining the trees. The City maintains the tree grate. Also, the city code requires frontage landscaping along commercial development. Street trees create potential for damage to public sidewalk in the long term and concerns for clear zone/fixed object concerns on higher speed roadways as trees mature.

Proposed Design Standard:

Remove the requirement for street trees in grates from arterial/collector roadways in commercial and industrial zoned areas except in the DUC Zone.

Councilmember Pelosa requested a map of arterial and collector streets inside and outside the DUC Zone.

IV. MUNICIPAL SERVICES DISCUSSION ITEMS

Councilmember Pelosa presided over the Municipal Services Special Focus Area items.

A. Airport Advisory Board 2018 Annual Work Plan (Snyder) (15 Minutes)

Mr. John Theisen, Chair of the Airport Advisory Board, presented the Airport Advisory Board's 2018 Annual Work Plan for Council review and discussion.

Last year the Board completed its first strategic plan, which calls for an annual work plan.

The work plan includes:

1. Roll out of the Jet-A-Fuel Program
2. Continued progression of the design and construction phases of the Runway Enhancement Project.
3. Work with the Planning Commission and City Council on examination and possible implementation of land use strategies for the Airport and surrounding properties to support and enhance airport related safety and the Airport's economic development contribution to the community.
4. Evaluating potential actions and financing strategies resulting from the findings of the Facilities Condition Assessment report
5. Work on a strategic action plan for the implementation of recommendations of the Competitive Market Assessment and Long-term Rate Study (scheduled for completion in fall 2018).
6. Develop marketing and development strategies for the two current approved on-airport development sites.

In response to a question from Councilmember Brown, Director Snyder stated the airport has an FAA approved Master Plan, which includes a section relating to development. All development at the airport must be consistent with the Master Plan.

Councilmember Wales suggested adding the Airport Facilities Assessment Report and Capital Needs Report for a future Municipal Services Special Focus Area. Director Snyder stated it is the intent to review the Facilities Assessment Report with the Airport Advisory Board and the City Council. It is hoped that the Facilities Assessment Report will be wrapped up by the end of the month.

B. Ordinance No. 6663 - Change in Airport Board Composition (Snyder) (10 Minutes)

Director Snyder reminded that all of the items on the agenda relating to the airport come from the Strategic Business Plan. One of the action items included the periodic review of the composition of the Airport Advisory Board membership. The current membership of the Board is five members. The Board has experienced times when a quorum of the Board was not available.

Mr. John Theisen, Chair of the Airport Advisory Board, stated the current Airport Advisory Board has positive energy and focus and a positive working atmosphere. The Board is supportive of Ordinance No. 6663 to increase the Board membership from five members to seven members to reduce potential quorum issues and increase opportunities for additional member experiences and backgrounds to enhance the Board's work efforts.

C. Presentation – Airport Users Survey (Snyder) (15 Minutes)

In early December 2017, the City's contracted airport operations company, Aviation Management Group, conducted a survey of airport users.

Jamelle Garcia, principal of Aviation Management Group, presented the results of the airport users survey. A survey consisting of questions with 0 to 5 ratings with a rating of 5 being very satisfied were distributed to 457 airport users. Aviation Management Group received 138 responses to the survey.

Mr. Garcia reviewed the survey questions and the compiled responses:

1. What was the primary reason for choosing Auburn Airport as your home base?
75.9% chose location
2. What category of tenant describes you?
61.2% City Hangar Tenant and 25.0% Condo Owner Tenant
3. How far do you live from the airport?
47.1% live 6-10 miles from the airport and 36.4% live 15+ miles from the airport
4. How do you rate your overall satisfaction with the airport?
53.8% satisfied and 29.1% very satisfied
5. Rate your satisfaction with the appearance of the airport.
54.7% satisfied 26.5% very satisfied
6. How frequently do you visit the airport per month?
5 or more times 35.0%; 3-4 times 33.3% and 1-2 times 36.7%
7. How frequently do you purchase fuel at the airport per month?
1-2 times 49.6%; 3-4 times 23.1%, 5 or more times 8.6% and none 18.8%
8. Indicate your satisfaction with airport staff.
55.0% very satisfied; 30.0% satisfied; and 13.3% neutral
9. Would you recommend the airport to a friend?
96.7% answered in the affirmative

Director Snyder stated the results of the survey will be incorporated in the Competitive Market Assessment and Long Term Rate Study Project.

D. Cemetery Update (Faber) (10 Minutes)

Cemetery Update

Parks, Arts and Recreation Director Daryl Faber and Cemetery Supervisor

Craig Hudson presented an update on the Mountain View Cemetery using a PowerPoint presentation.

Supervisor Hudson reviewed the cemetery grounds including a new water feature near the entrance and cemetery office, the Centennial Columbarium, Forest Walk urn garden, the children's area, the veterans memorial area, Memory Heights, and Chapel of Memories.

Director Faber and Supervisor Hudson pointed out future expansion areas that were purchased in the recent past. The expansion areas are five acres each. One acre can accommodate up to 1,200 traditional burial sites.

Supervisor Hudson reported last year, the cemetery performed 264 placements, both traditional burials including urns. The cemetery consists of approximately 55 percent traditional burials and 45 percent cremations.

Director Faber pointed out that revenues for the past several years have exceeded expenses and provides an increase every year in working capital. The cemetery is operated as an enterprise fund, and there is no General Fund contribution. The Endowed Care Fund will likely reach \$1.8 million by the end of the year.

Future project needs include an overlay or sealcoat for the internal asphalt road system. The cost of the project is estimated at \$300,000.00 and will be completed in phases.

Another project is an open air mausoleum building. The existing mausoleum has been sold out for over ten years. The proposed new mausoleum building will include 96 crypts, and the estimated cost is \$350,000.00.

Director Faber and Supervisor Hudson complimented the staff at the cemetery.

E. Multimedia and Communications Year in Review (Hinman) (10 Minutes)

Chair Peloza recessed the meeting for a brief six-minute intermission at 7:06 p.m. The meeting was reconvened at 7:12 p.m.

Director of Administration Dana Hinman provided an overview of the 2017 Multimedia and Communications operations.

Director Hinman stated the department provides video services, graphic design services, web design/management, communications and public relations, mail and print services. Director Hinman reviewed the multimedia work requests throughout the year and outreach through the City's web site and social media.

Staff members are in the midst of a web site redesign and will update the

Council on the project at a later date.

F. Sister Cities Update (Hinman) (10 Minutes)

Economic Development Manager Doug Lein and Community Programs Coordinator and Sister City Liaison Duanna Richards provided an update on the Sister Cities program using a PowerPoint presentation.

Coordinator Richards reported the City of Auburn has four sister city relationships in four different countries: Tamba, Japan, PyeongChang, South Korea; and two friendship cities in Guanghan and Yuhang, China, and Mola di Bari, Italy.

The main impetus for a sister city relationship is due to the youth ambassador programs through the schools. The schools offer a summer youth ambassador program for grades 8-11. Up to ten students are selected each year. The youth ambassador program is primarily with Tamba, Japan, but youth ambassadors are now being recruited for the other sister cities. There is also a year long youth ambassador program for those students who have already participated in the summer youth ambassador program.

Coordinator Richards reviewed the exchanges that occurred in 2017: South Korean middle school students visited Auburn; Auburn delegation visited Guanghan and Yuhang, China; three groups of Yuhang, China middle school students visited Auburn; Tamba Youth Ambassadors visited Auburn/Kent; Tamba, Japan delegation visited Auburn and Kent; and Green River College students from Guanghan, China visited Auburn City Hall.

Economic Development Manager Lein spoke regarding a business development delegation to South Korea led by the Lieutenant Governor. The City of Auburn was invited to attend along with four Auburn businesses for a meeting in PyeongChang, South Korea.

Economic Development Manager also spoke about a visit from Tamba, Japan, business leaders and city officials in 2017, where the business leaders from Japan made several business connections.

Coordinator Richards reviewed the 2018 programs: South Korean middle school students will visit Auburn; Auburn delegation will go to PyeongChang, South Korea for the Winter Olympics Opening Ceremony; three to four groups of middle school students from Yuhang, China will visit Auburn; the new Mayor of Tamba, Japan and youth ambassadors will visit Auburn and Kent; and Auburn will be hosting visitors from Japan as part of 28th annual Japan-America Grassroots Summit hosted by Seattle.

Councilmember Trout-Manuel expressed concern with the cost of the trip to PyeongChang, South Korea and the Winter Olympics. Economic Development Manager Lein stated the City of Auburn has been invited to

the Winter Olympics as one of PyeongChang's four sister cities around the world and the only sister city from the United States.

G. Dangerous Dog Ordinance (Heid/Lee) (10 Minutes)

City Attorney Heid presented an update on the Dangerous Dog Ordinance. City Attorney Heid stated staff is working on an update to the ordinance that will create clarity and provide consistency and uniformity in the city code, particularly the appeal process.

There are several substantive changes proposed, but they need to be further vetted and reviewed for practical and legal considerations, not yet completed.

Councilmember Wales suggested an additional definition for what constitutes a "serious injury." She also suggested that any owner whose dog bites another dog or human be required to provide proof of rabies vaccination.

V. OTHER DISCUSSION ITEMS

There was no other discussion.

VI. NEW BUSINESS

There was no new business.

VII. MATRIX

A. Matrix

Deputy Mayor Baggett presided over the remainder of the meeting.

Deputy Mayor Baggett requested that any items on the Matrix with a "TBD" timeline be updated to include a meeting date.

Councilmember Pelozo requested the Auburn Avenue Theater discussion be moved to March 12th.

Councilmember Wales requested an item on Emergency Planning and the recent fire at the Heritage Building. Mayor Backus reported that an update on the Heritage Building fire is scheduled for the next regular Council meeting.

Councilmember Wales requested addition of the Airport Facilities Assessment Report and the Airport Capital Needs Report to the Matrix with a date to be determined.

Councilmember Pelozo stated the representative from the National League of Cities Service Line Program would like to present their program at a future study session.

VIII. ADJOURNMENT

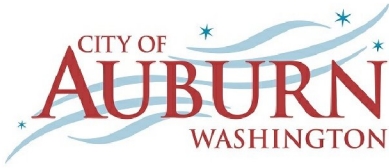
There being no further discussion, the meeting adjourned at 8:10 p.m.

APPROVED this _____ day of _____, 2018.

BOB BAGGETT, DEPUTY MAYOR

Danielle Daskam, City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Coleman)

Date:

March 14, 2018

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:**Administrative Recommendation:**

City Council approve Claims Vouchers.

Background Summary:

Claims vouchers 447914 through 448096 in the amount of \$4,702,165.01 and four wire transfers in the amount of \$473,999.98 and dated March 19, 2018.

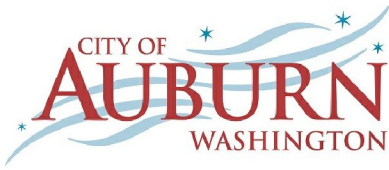
Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: March 19, 2018

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Coleman)

Date:

March 14, 2018

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:**Administrative Recommendation:**

City Council approve payroll vouchers.

Background Summary:

Payroll check numbers 537813 through 537833 in the amount of \$224,194.73 and electronic deposit transmissions in the amount of \$1,933,261.90 for a grand total of \$2,157,456.63 for the period covering March 1, 2018 to March 14, 2018.

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

Coleman

Meeting Date: March 19, 2018

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6671 (Gaub)

Date:

February 23, 2018

Department:

CD & PW

Attachments:

[Ordinance No. 6671](#)

[Staff Report](#)

[Vicinity Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Ordinance No. 6671.

Background Summary:

The City of Auburn has determined that a 50 foot by 60 foot piece of real estate quit claim deeded to the City in the vicinity of 1412 3rd Street SE was intended for right-of-way purposes but was never opened as a street or used as such by the City. The right-of-way quit claim deeded to the City on June 14, 1956. City staff and utility providers who have an interest in this right-of-way have reviewed the proposed right-of-way vacation. Through this review, City staff has determined that the right of way is no longer necessary to meet the needs of the City and could be vacated.

A staff presentation was given at the March 12th Study Session discussing Draft Ordinance No. 6671. A Public Hearing to consider the proposed vacation and hear public comment was held before the City Council in accordance with Auburn City Code Chapter 12.48.080.

Ordinance No. 6671 if adopted by City Council, approves Vacation No. V1-17 and vacates the right-of-way.

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

Gaub

Meeting Date: March 19, 2018

Item Number:

ORD.A

ORDINANCE NO. 6 6 7 1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN WASHINGTON, VACATING REAL PROPERTY INTENDED FOR RIGHT-OF-WAY PURPOSES LOCATED AT 1412 3RD STREET SE, WITHIN THE CITY OF AUBURN, WASHINGTON

WHEREAS, in 1956, the City of Auburn received, through a quit claim deed, a portion of property located within the corporate boundaries of the City at 1412 3rd Street SE, which property was intended to couple up with other adjacent portions of property to provide for an East-West roadway south of 3rd Street SE and north of the Burlington Northern Railroad railway between M Street SE and R Street SE, within the City of Auburn; and

WHEREAS, the right-of-way was never developed, necessary adjacent parcels were never acquired and King County did not segregate the portion of property the City acquired through the 1956 quit claim deed from the adjacent parcels; and

WHEREAS, the City Council of the City of Auburn, Washington ("City Council"), has, after a review of its needs for streets and rights-of-way in the vicinity of the 1412 3rd Street SE between M Street SE and R Street SE, within the City, determined that consideration should be given to the vacation of the same; and

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

WHEREAS, the City Council has considered all matters presented at the public hearing on the proposed vacation, held on the 19th day of March, 2018, at the Auburn City Council Chambers in Auburn, Washington.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN,

Ordinance No. 6671
February 6, 2018
Page 1 of 3

WASHINGTON DO ORDAIN as a non-codified ordinance as follows:

Section 1. Vacation. That the right-of-way located at 1412 3rd Street SE, located within the City of Auburn, Washington, legally described as follows:

The south 50 feet of the north 331.07 feet of the west 60 feet of Lot 33 East Auburn Acres addition to Auburn, according to the plat thereof recorded in Volume 14 of Plats, Page 41, records of King County, Washington.

A portion of King County tax parcel number 2149800305, the same is hereby vacated and the property lying in said portion of right-of-way described hereinabove, shall inure and belong to those persons entitled to receive the property in accordance with RCW 35.79.040.

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

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

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

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

INTRODUCED: _____

PASSED: _____

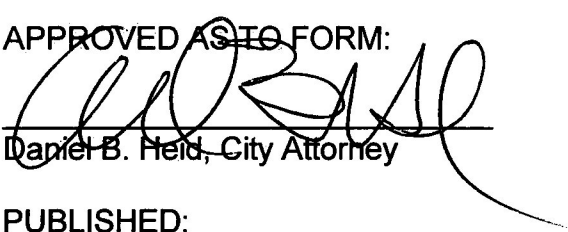
APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

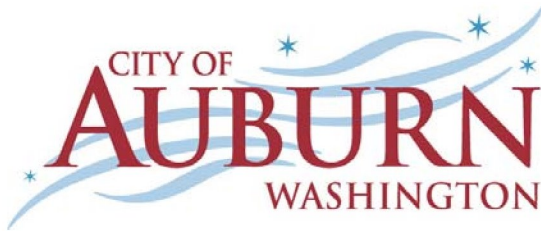
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

PUBLISHED: _____



RIGHT-OF-WAY VACATION STAFF REPORT

Right-of-Way (ROW) Vacation Number V1-17

Applicant: City Initiated

Property Location: Right-of-Way located in the vicinity of 1412 3rd Street SE. Specifically the south 50 feet of the north 331.07 feet of the west 60 feet of Lot 33 East Auburn Acres addition to Auburn.

Description of right-of-way:

This ROW proposed for vacation consists of a 50 foot by 60 foot portion of real property acquired for the intended purpose of right-of-way that was Quit Claim Deeded to the City in 1956 under Recording Number 4702460, Volume 3583, Page 617 of deeds records of King County on June 14, 1956. The City has determined that the intent of the City's acquisition was for right-of-way purposes based on the alignment with other similar pieces of right-of-way that were dedicated for street purposes. These similar pieces of right-of-way were subsequently vacated years later when City long range transportation plans determined that a road alignment extending 4th Street SE between M Street SE and R Street SE was not needed and that unopened and partial alignments should be considered for vacation back to adjacent property owners.

The ROW is located south of 3rd Street SE and north of the Burlington Northern Railroad and consists of a 50 foot by 60 foot area. The total area of ROW proposed for vacation is 3,000 (+/-) square feet. The ROW is adjacent to Parcel No. 2149800305 on the north side, Parcel No. 2149800302 on the south side, Parcel No. 2149800284 on the west side and Parcel No. 2149800306 on the east side.

See the attached map.

Proposal:

The City proposes to vacate the above described right-of-way as it is not needed for public road purposes.

Applicable Policies & Regulations:

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

Public Benefit:

- The street vacation decreases potential right-of-way maintenance obligation and liability of the City.
- The vacated area will be subject to property taxes.

Discussion:

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

1. Puget Sound Energy (PSE) – PSE received the City's request for comments regarding the proposed street right-of-way vacation. PSE was unable to determine if they have existing facilities in the proposed vacation area and stated that they would pursue their own easements if needed in the future.
2. Comcast – Comcast has no objection to the proposed vacation and does not require an easement.
3. CenturyLink – CenturyLink has not facilities on or in the area being requested for vacation and does not required an easement.
4. Water – The City does not require an easement be reserved for water facilities.

5. Sewer – The City does not require an easement be reserved for sewer facilities.
6. Storm – The City does not require an easement be reserved for storm facilities.
7. Transportation – No comments.
8. Planning – No comments.
9. Fire – The area proposed for vacation that is currently being used as a road and access to Parcel No. 2149800302 on the south side of the ROW will need to be maintained as such after vacation. The current access to this parcel does not meet current code for fire apparatus access turnaround requirements. As such the area currently being used as a road and access may not become any smaller than it currently is.
10. Police – No comments.
11. Streets – No comments.
12. Construction –No comments.

Assessed Value:

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

The City Engineer has not required an appraisal for the value of this right-of-way since the right-of-way vacation is being initiated by the City. Additionally the right-of-way was dedicated to the City at no cost and the City has never maintained or opened the right-of-way for public use.

Recommendation:

Staff recommends that the street vacation be granted with no conditions.

ROW Vacation #V1-17 1412 3rd Street SE

Printed Date: 2/6/2018
Map Created by City of Auburn eGIS
Imagery Date: May 2015



192.3 0 96.2 192.3 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1 in = 96 ft

1:1,154

Page 66 of 132



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:

Resolution No. 5343 (Gaub)

Date:

February 15, 2018

Department:

CD & PW

Attachments:

[Resolution No. 5343](#)

[2018 Stormwater Management Program Plan](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Resolution No. 5343.

Background Summary:

The City of Auburn was issued a municipal stormwater permit by the Washington State Department of Ecology in compliance with provisions of the State of Washington Water Pollution Control Law and the Federal Water Pollution Control Act (The Clean Water Act).

Requirements of the Permit include the development and annual update of a Stormwater Management Program Plan (SWMP Plan) which describes the actions and activities to be implemented by the City in order to reduce the discharge of pollutants.

The SWMP Plan is to include measures related to Public Education and Outreach; Public Involvement and Participation; Illicit Discharge Detection and Elimination; Controlling Runoff from New Development, Redevelopment, and Construction Sites; Municipal Operations and Maintenance; and Compliance with Total Maximum Daily Load Requirements and Monitoring. The Permit lists specific actions and methods that the City must implement through the SWMP Plan.

The City of Auburn accepted comments on the draft 2018 Stormwater Management Program Plan. Written comments were to be received by close of business on March 5, 2018. There was a public hearing at the March 5th City Council meeting where comments could also be submitted.

Resolution No. 5343 authorizes the adoption of the 2018 Stormwater Management Program Plan and its inclusion in the submittal of the municipal stormwater permit 2017 Annual Report to the Washington State Department of Ecology.

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

Gaub

Meeting Date: March 19, 2018

Item Number:

RES.A

RESOLUTION NO. 5343

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE 2018 STORMWATER MANAGEMENT PROGRAM PLAN AND AUTHORIZING THE MAYOR TO INCLUDE A COPY OF THE PROGRAM PLAN IN THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM WESTERN WASHINGTON PHASE II MUNICIPAL STORMWATER PERMIT ANNUAL REPORT FOR 2017 TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY

WHEREAS, the Washington State Department of Ecology issues a National Pollutant Discharge Elimination System Western Washington Phase II Municipal Stormwater Permit that regulates the discharge of stormwater from municipal stormwater systems; and

WHEREAS, the City operates a municipal stormwater system and is regulated under the National Pollutant Discharge Elimination System Western Washington Phase II Municipal Stormwater Permit; and

WHEREAS, the National Pollutant Discharge Elimination System Western Washington Phase II Municipal Stormwater Permit requires development and implementation of a Stormwater Management Program Plan; and

WHEREAS, the National Pollutant Discharge Elimination System Western Washington Phase II Municipal Stormwater Permit requires the submittal of the Stormwater Management Program plan to the Washington State Department of Ecology.

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

Section 1. The Stormwater Management Program Plan is approved for implementation in the City of Auburn in substantial conformity with the agreement attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

Section 2. The Mayor is authorized to implement such other administrative procedures as may be necessary to carry out the directives of this legislation, including submitting a copy of the Stormwater Management Program Plan to the Washington State Department of Ecology.

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

Dated and Signed this _____ day of _____, 2018.

CITY OF AUBURN

ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

CITY OF AUBURN
2018 STORMWATER MANAGEMENT
PROGRAM PLAN

City of Auburn, WA
March 2018

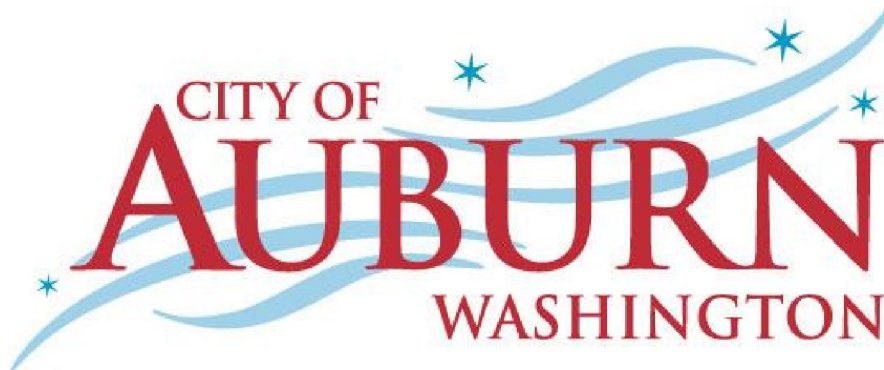


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CITY OF AUBURN 2018 STORMWATER MANAGEMENT PROGRAM PLAN

1. INTRODUCTION

1.1 Overview

This document presents the City of Auburn's Stormwater Management Program (SWMP). Preparation and maintenance of this SWMP Plan is required by the Washington State Department of Ecology (Ecology) as a condition of the Western Washington Phase II Municipal Stormwater Permit (the Phase II Permit). The Phase II permit covers discharges from regulated small municipal separate storm sewer systems (MS4s). The SWMP Plan is intended to inform the public of the planned SWMP activities for the upcoming year.

The permit to discharge stormwater is designed to reduce the discharge of pollutants, protect water quality, and meet the requirements of the federal Clean Water Act.

Appendix A includes acronyms and definitions from the Permit to help the reader understand the City's Stormwater Management Program.

1.2 Regulatory Background

The National Pollutant Discharge Elimination System (NPDES) permit program is a requirement of the federal Clean Water Act, which is intended to protect and restore waters for "fishable, swimmable" uses. The federal Environmental Protection Agency (EPA) has delegated permit authority to state environmental agencies, and these agencies can set permit conditions in accordance with and in addition to the minimum federal requirements. In Washington, the NPDES-delegated permit authority is the Washington State Department of Ecology (Ecology).

In Washington, municipalities with a population of over 100,000 are designated as Phase I communities and must comply with Ecology's Phase I NPDES Municipal Stormwater Permit. Auburn's population is below the 100,000 threshold, so the City must comply with the Phase II Municipal Stormwater Permit. About 100 other municipalities in Washington must also comply with the Phase II Permit, as operators of small municipal separate storm sewer systems (MS4s). Ecology's Phase II Municipal Stormwater Permit is available on Ecology's website at

[https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Municipal-stormwater-general-permits/Western-Washington-Phase-II-Municipal-Stormwat-\(1\)](https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Municipal-stormwater-general-permits/Western-Washington-Phase-II-Municipal-Stormwat-(1))

The Permit allows municipalities to discharge stormwater runoff from municipal drainage systems into the state's water bodies (e.g., streams, rivers, lakes, wetlands, and aquifers) as long as municipalities implement programs to protect water quality by reducing the discharge of "non-point source" pollutants to the "maximum extent practicable" (MEP) through application of Permit-specified "best management practices" (BMPs). The BMPs specified in the Permit are collectively referred to as the Stormwater Management Program (SWMP) and grouped under the following Program components:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination

- Controlling Runoff from New Development, Redevelopment, and Construction Sites
- Municipal Operations and Maintenance

In addition to the SWMP components the Permit contains special conditions covering:

- Compliance with Total Maximum Daily Load requirements
- Monitoring and Assessment
- Reporting Requirements

The Permit issued by Ecology became effective on August 1, 2013, was modified January 16, 2014 and expires on July 31, 2018. **Ecology has decided to extend the Permit for one year as they prepare the new permit conditions. In accordance with WAC 173-226-220(3), the current (2013 – 2018) permit will remain in effect during the extension.** The Permit requires the City to submit an annual report no later than March 31st of each year on progress in SWMP implementation. The Permit also requires submittal of a SWMP Plan which describes proposed SWMP activities for the current calendar year. The SWMP Plan is to be updated annually and be included in the submittal of the previous year's annual report.

1.3 City of Auburn Regulated Area

The Western Washington Phase II Permit applies to operators of regulated small MS4s that discharge stormwater to waters of Washington State located west of the crest of the Cascade Range (west of the eastern boundaries of Whatcom, Skagit, Snohomish, King, Pierce, Lewis and Skamania counties). For cities, the Permit requirements extend to those areas of each City that drain to MS4s. Most of Auburn drains to MS4s that ultimately discharge into the Green River, the White River, or Mill Creek. In addition, some portions of the City drain to public infiltration facilities where the stormwater soaks into the ground.

1.4 SWMP Implementation Responsibilities

The Utilities Engineering Division in the Community Development and Public Works Department coordinates the overall administration of efforts to comply with Permit requirements. The work plan tables in each Chapter provide the lead departments for the associated task. Other major departments/divisions included in the 2018 SWMP implementation are Maintenance and Operations (M&O), Human Resources (HR), Development Engineering, Permit Center, Innovation and Technology (IT), and Parks.

1.5 Document Organization

The contents of this document are based upon Permit requirements and Ecology's "Guidance for City and County Annual Reports for Western Washington, Phase II Municipal Stormwater General Permits." The program components of this SWMP are organized as listed in the Permit:

- **Section 2.0** addresses administering the City's Stormwater Management Program.
- **Section 3.0** addresses public education and outreach.
- **Section 4.0** addresses public involvement and participation.
- **Section 5.0** addresses illicit discharge detection and elimination.
- **Section 6.0** addresses controlling runoff from new development, redevelopment, and construction sites.
- **Section 7.0** addresses municipal operations and maintenance.
- **Section 8.0** addresses compliance with TMDL requirements.

- **Section 9.0** addresses monitoring.

Each section includes a summary of the relevant Permit requirements and a table showing the planned activities for 2018. This document also includes acronyms and definitions in Appendix A for easy reference.

CITY OF AUBURN 2018 STORMWATER MANAGEMENT PROGRAM PLAN

2. STORMWATER MANAGEMENT PROGRAM ADMINISTRATION

This section of the SWMP describes Permit requirements related to overall Stormwater Management Program administration, and planned compliance activities for 2018.

2.1 Permit Requirements

The Permit (Section S5.A) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Develop and implement a Stormwater Management Program (SWMP) and prepare written documentation (SWMP Plan) for submittal to Ecology by March 31 of each year. The purpose of the SWMP is to reduce the discharge of pollutants from the municipal stormwater system to the maximum extent practicable and thereby protect water quality. The SWMP Plan is intended to inform the public of the planned SWMP activities for the upcoming calendar year, including any actions to meet the requirements of S7 Compliance with Total Maximum Daily Load Requirements, and S8 Monitoring.
- Implement a program for gathering, tracking, maintaining, and using information to evaluate SWMP development, implementation and permit compliance and to set priorities.
- Coordinate with other permittees on stormwater related policies programs, and projects within adjacent or shared areas.
- Coordinate between City departments to eliminate barriers to compliance with the terms of the permit.

2.2 Planned 2018 Compliance Activities

Auburn has positioned itself to maintain compliance. Table 2-1 presents the proposed work plan for the 2018 SWMP administration activities.

Table 2-1. 2018 Stormwater Management Administration Program Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
SWMP-1	Revise and update the City's Stormwater Management Program Plan (SWMP Plan) to identify planned SWMP activities for 2018.	Utilities Engineering	The SWMP submittal is due by March 31st of each year.
SWMP-2	Track program element implementation.	Utilities Engineering	Annual Reporting is due by March 31st of each year.

CITY OF AUBURN 2018 STORMWATER MANAGEMENT PROGRAM PLAN

3. PUBLIC EDUCATION AND OUTREACH

This section describes the Permit requirements related to public education and outreach, and planned compliance activities for 2018.

3.1 Permit Requirements

The Permit (Section S5.C.1) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Prioritize and target education and outreach activities to specified audiences, including the general public, businesses, residents/homeowners, landscapers, property managers, engineers, contractors, developers, and land use planners to build general awareness and to effect behavior change with the intent to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts.
- Have an outreach program that is designed to improve the target audience's understanding of the problem and what they can do to solve it.
- Create and/or partner with existing organizations to encourage residents to participate in stewardship opportunities.
- Measure the understanding and adoption of the targeted behaviors for at least one target audience in at least one subject area. Use the resulting measurements to direct education and outreach resources most effectively.
- Track and maintain records of public education and outreach activities.

3.2 Planned 2018 Compliance Activities

The City plans to continue the program that has been developed over the permit cycle. The target audiences include:

- The general public
- Businesses (including home-based and mobile businesses)
- Residents/homeowners
- Landscapers
- Property managers
- Engineers, contractors, developers and land use planners

Table 3-1 presents the work plan for the 2018 SWMP public education and outreach activities.

Table 3-1. 2018 Public Education and Outreach Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
EDUC-1	Continue collaboration with other NPDES municipalities through Stormwater Outreach for Regional Municipalities (STORM) and Puget Sound Starts Here efforts to promote regional education and outreach programs.	Utilities Engineering	Refinements to existing public education and outreach activities are on-going.
EDUC-2	Refine education and outreach strategy to supplement existing education activities. An example would be evaluating the current pet waste cleanup education strategy to determine whether more frequent outreach is required.	Utilities Engineering	
EDUC-3	Implement new or modify existing education and outreach activities. An example would be adding the new school classroom education program.	Utilities Engineering	
EDUC-4	Staff training related to Surface Water Management Manual Implementation/Technical Standards: • Permitting • Plan Review • Site Inspections • Maintenance Standards.	Community Development and Public Works Department	
EDUC-4a	Educate select city staff and elected officials to develop a common level of knowledge related to Low Impact Development stormwater management techniques.	Community Development and Public Works Department	Ongoing
EDUC-4b	Educate the general public and developers to develop a common level of knowledge related to Low Impact Development stormwater management principles and techniques.	Community Development and Public Works Department	Ongoing
EDUC-5	Inform public employees, businesses and the general public of the hazards associated with illegal discharges and improper disposal of waste.	Utilities Engineering	Ongoing
EDUC-6	Provide stewardship opportunities such as planting native plants and invasive species removal at the Auburn Environmental park.	Environmental Services	Ongoing

CITY OF AUBURN 2018 STORMWATER MANAGEMENT PROGRAM PLAN

4. PUBLIC INVOLVEMENT AND PARTICIPATION

This section describes the Permit requirements related to public involvement and participation, and planned compliance activities for 2018.

4.1 Permit Requirements

The Permit (Section S5.C.2) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Provide ongoing opportunities for public involvement and participation through advisory boards or commissions, public hearings, watershed committees, public participation in developing rate structures and budgets, or other similar activities. The public must be able to participate in the decision-making processes, including development, implementation, and update of the SWMP.
- Make the SWMP Plan and Annual Compliance Report available to the public, by posting on the City's website. Make any other documents required to be submitted to Ecology in response to Permit conditions available to the public.

4.2 Planned 2018 Compliance Activities

The City of Auburn has a history of including the public in decision making. Table 4-1 below presents the work plan for the 2018 SWMP public involvement and participation activities.

Table 4-1. 2018 Public Involvement and Participation Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
PI-1	Provide public involvement opportunities for annual SWMP update.	Utilities Engineering	Public involvement opportunities will be available before the March 31, 2018 submittal.
PI-2	Make SWMP document Report available to public by posting on the City website.	Utilities Engineering	

CITY OF AUBURN 2018 STORMWATER MANAGEMENT PROGRAM PLAN

5. ILLICIT DISCHARGE DETECTION AND ELIMINATION

This section describes the Permit requirements related to illicit discharge detection and elimination (IDDE), and planned compliance activities for 2018.

5.1 Permit Requirements

The Permit (Section S5.C.3) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Implement an ongoing program to detect and remove illicit discharges, connections, and improper disposal, including any spills into the municipal separate storm sewers owned or operated by the City.
- Maintain a storm sewer system map, have ordinances that prohibit illicit discharges, and implement an ongoing program to detect and address illicit discharges.
- Publicly list and publicize a hotline or other local telephone number for public reporting of spills and other illicit discharges. Track illicit discharge reports and actions taken in response through close-out, including enforcement actions.
- Inform public employees, businesses and the general public of hazards associated with illegal discharges and improper disposal of waste.
- Train staff on proper IDDE response SOPs and train municipal field staff to recognize and report illicit discharges.
- Summarize all illicit discharges and connections reported to the City and response actions taken, including enforcement actions, in the Annual Compliance Report; identify any updates to the SWMP.

5.2 Planned 2018 Compliance Activities

Table 5-1 presents the work plan for 2018 SWMP illicit discharge detection and elimination activities.

Table 5-1. 2018 Illicit Discharge Detection and Elimination Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
IDDE-1	Continue to implement City-wide IDDE Program and develop any necessary supplemental IDDE activities. Enforce ACC 13.48.210 using education and technical support as a first action and escalating code enforcement as needed. Publicize a phone number for public reporting of spills and illicit discharges.	Utilities Engineering	Ongoing
IDDE-2	Continue to review and update storm system map to address data gaps and Permit requirements.	Utilities Engineering/IT	Ongoing

IDDE-3	Provide IDDE training to new hires in Utility Engineering and Maintenance & Operations.	Utilities Engineering	Ongoing
IDDE-4	Perform IDDE field screening of at least 12% of MS4 annually.	Utilities Engineering and M&O	Ongoing

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6. CONTROLLING RUNOFF FROM NEW DEVELOPMENT, REDEVELOPMENT, AND CONSTRUCTION SITES

This section describes the Permit requirements related to controlling runoff from new development, redevelopment, and construction sites, and planned compliance activities for 2018.

6.1 Permit Requirements

The Permit (Section S5.C.4) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Implement, and enforce a program to reduce pollutants in stormwater runoff (i.e., illicit discharges) to the municipal separate storm sewer system from new development, redevelopment, and construction site activities. The program must apply to both private and public projects, including roads, and address all construction/development-associated pollutant sources.
- Have adopted regulations (codes and standards), plan review, inspection, and escalating enforcement SOPs necessary to implement the program in accordance with Permit conditions, including the minimum technical requirements in Appendix 1 of the Permit by December 31, 2016.
- Review, revise and make effective local development-related codes, rules, standards, or other enforceable documents to incorporate and require Low Impact Development (LID) principles and LID best management practices (BMPs) with the intent of making LID the preferred and commonly-used approach to site development by December 31, 2016.
- Participate in watershed-scale stormwater planning under condition S5.C.4.c of the Phase I Municipal Stormwater General Permit if required.
- Have adopted regulations (codes and standards) and processes to verify adequate long-term operations and maintenance of new post-construction permanent stormwater facilities and BMPs in accordance with Permit conditions, including an annual inspection frequency and/or approved alternative inspection frequency and maintenance standards for private drainage systems as protective as those in Chapter 4 of Volume V of the 2012 Ecology Stormwater Management Manual for Western Washington by December 31, 2016.
- Provide copies of the Notice of Intent (NOI) for construction or industrial activities to representatives of the proposed new development and redevelopment.
- Provide training to staff on the new codes, standards, and SOPs and create public education and outreach materials.
- Record and maintain records of all inspections and enforcement actions by staff.
- Summarize annual activities for the “Controlling Runoff” component of the Annual Compliance Report; identify any updates to the SWMP.

6.2 Planned 2018 Compliance Activities

The City has a program to help reduce stormwater runoff from new development and construction sites. Table 6-1 presents the work plan for 2018 SWMP activities related to runoff control for new development, redevelopment, and construction sites.

Table 6-1. 2018 Controlling Runoff from Development, Redevelopment, and Construction Sites Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
CTRL-1	Track and report construction, new development, and redevelopment permits, inspections and enforcement actions.	Planning/ Permit Center	On-going
CTRL-1a	Prior to clearing and construction, inspect all permitted development sites that have a high potential for sediment transport.	Construction	On-going
CTRL-1b	Inspect all permitted development sites during construction.	Construction	On going
CTRL-1c	Inspect all permitted development sites upon completion of construction and prior to final approval or occupancy.	Construction	Ongoing
CTRL-1d	Inspect all permanent stormwater treatment and flow control BMPs/facilities and catch basins in new residential developments every six months until 90% of the lots are constructed or construction has stopped and site is fully stabilized.	Construction	Ongoing
CTRL-2	Conduct annual inspection of all treatment and flow control BMPs/facilities (other than catch basins) – i.e., private systems.	Utilities Engineering	On-going
CTRL-6	Provide copies of the "Notice of Intent for Construction Activity" and copies of the "Notice of Intent for Industrial Activity" to representatives of proposed new development and redevelopment.	Permit Center	Ongoing
CTRL-7	Enforce local ordinances controlling runoff from sites that are also covered by stormwater permits issued by Ecology.	Construction and Code Enforcement	Ongoing

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7. MUNICIPAL OPERATIONS AND MAINTENANCE

This section describes the Permit requirements related to municipal operations and maintenance, and planned compliance activities for 2018.

7.1 Permit Requirements

The Permit (Section S5.C.5) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Implement an O&M program, with the ultimate goal of preventing or reducing pollutant runoff from municipal separate stormwater system and municipal O&M activities.
- Implement maintenance standards for the municipal separate stormwater system that are at least as protective as those specified in the 2012 Stormwater Management Manual for Western Washington as amended in 2014.
- Conduct annual inspection of all municipally owned or operated permanent stormwater treatment and flow control BMPs/facilities and perform maintenance as needed to comply with maintenance standards.
- Inspect all catch basins and inlets owned or operated by the City at least once no later than August 1, 2017 and every two years thereafter. Clean the catch basins if inspections indicate cleaning is needed to comply with maintenance standards.
- Check treatment and flow control facilities after major storms and perform repairs as needed in accordance with adopted maintenance standards.
- Have SOPs in place to reduce stormwater impacts associated with runoff from municipal O&M activities, including but not limited to streets, parking lots, roads, or highways owned or maintained by the City, and to reduce pollutants in discharges from all lands owned or maintained by the City.
- Train staff to implement the SOPs and document the training.
- Prepare Stormwater Pollution Prevention Plans (SWPPPs) for all heavy equipment maintenance or storage yards identified for year-round facilities or yards, and material storage facilities owned or operated by the City.
- Summarize annual activities for the “Pollution Prevention and Operations and Maintenance for Municipal Operations” component of the Annual Compliance Report; identify any updates to the SWMP.

7.2 Planned 2018 Compliance Activities

Table 7-1 presents the work plan for 2018 SWMP activities related to municipal operations and maintenance.

Table 7-1. 2018 Municipal Operations and Maintenance Work Plan			
Task ID	Task Description	Responsible	Schedule Notes
MOM-1	Conduct annual inspection of all treatment and flow control (other than catch basins) in the public system and perform maintenance as triggered by the maintenance standards.	Community Development and Public Works Department	On-going
MOM-2	Continue catch basin inspections at a rate that ensures all catch basins are inspected every two years.	M&O	On-going
MOM-2a	Clean catch basin as needed based on inspection results.	M&O	Ongoing
MOM-3	Perform street sweeping to reduce the amount of street waste that enters the storm drainage conveyance system.	M&O	Ongoing
MOM-4	Implement SWPPPs at M&O, Parks-GSA, Cemetery	M&O Parks Cemetery	Ongoing
MOM-5	Implement Low Impact Development maintenance standards, levels of service and inspection procedures adopted in 2016.	Community Development and Public Works, and Parks Departments	Ongoing

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8. COMPLIANCE WITH TOTAL MAXIMUM DAILY LOAD REQUIREMENTS

The federal Clean Water Act requires that Ecology establish “Total Maximum Daily Loads” (TMDL) for rivers, streams, lakes, and marine waters that don’t meet water quality standards. A TMDL is a calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards. After the TMDL has been calculated for a given water body, Ecology determines how much each source must reduce its discharges of the pollutant in order bring the water body back into compliance with the water quality standards. TMDL requirements are included in the stormwater NPDES permits for discharges into affected water bodies.

Stormwater discharges covered under this Permit are required to implement actions necessary to achieve the pollutant reductions called for in applicable TMDLs. Applicable TMDLs are those approved by the EPA before the issuance date of the Permit or which have been approved by the EPA prior to the issue date of the Permit or the date Ecology issues coverage under the Permit, whichever is later. Information on Ecology’s TMDL program is available on Ecology’s website at <https://ecology.wa.gov/Water-Shorelines/Water-quality/Water-improvement/Total-Maximum-Daily-Load-process>.

In accordance with Permit condition S7 Compliance with Total Maximum Daily Load Requirements the City must comply with the following TMDL.

Name of TMDL	Puyallup Watershed Water Quality Improvement Project
Document(s) for TMDL	<i>Puyallup River Watershed Fecal Coliform Total Maximum Daily Load – Water Quality Improvement Report and Implementation Plan</i> , June 2011, Ecology Publication No. 11-10-040. https://fortress.wa.gov/ecy/publications/SummaryPages/1110040.html
Location of Original 303(d) Listings	Puyallup River 16712, 7498, White River 16711, 16708, 16709, Clear Creek 7501, Swan Creek 7514, Boise Creek 16706
Area Where TMDL Requirements Apply	Requirements apply in all areas regulated under the Permittee’s municipal stormwater permit and discharging to water bodies listed within the specific requirement in this TMDL section.
Parameter	Fecal Coliform
EPA Approval Date	September 2011
MS4 Permittee	Phase I Permit: King County, Pierce County Phase II Permit: Auburn, Edgewood, Enumclaw, Puyallup, Sumner

Actions required of the City under this TMDL include:

- Beginning no later than October 1, 2013, conduct twice monthly wet weather sampling of stormwater discharges to the White River at Auburn Riverside High School to determine if specific discharges from Auburn's MS4 exceed the water quality criteria for fecal coliform bacteria.
 - Data shall be collected for one wet season.
 - Data shall be collected in accordance with an Ecology-approved QAPP.
 - Data collected since EPA TMDL approval can be used to meet this requirement.

These actions have been completed.

- For any of the outfalls monitored, showing discharges that exceed water quality criteria for primary contact recreation: designate those areas discharging via the MS4 of concern as high priority areas for illicit discharge detection and elimination efforts and implement the schedules and activities identified in S5.C.3 of the Western Washington Phase II permit for response to any illicit discharges found beginning no later than August 1, 2014.

This action has been completed.

- Install and maintain pet waste education and collection stations at municipal parks and other Permittee owned and operated lands adjacent to streams. Focus on locations where people commonly walk their dogs.

8.1 Planned 2018 Compliance Activities

Table 8-1 presents the work plan for 2018 SWMP activities related to TMDL requirement compliance.

Table 8-1. 2018 Compliance with TMDL Load Requirements			
Task ID	Task Description	Responsible	Schedule Notes
TMDL - 1	Include summary of activities conducted in TMDL area to address TMDL parameter (fecal coliform) with annual report to Ecology.	Utilities Engineering	March 31, 2018
TMDL-2	Maintain pet waste education and collection stations at municipal parks and other public lands adjacent to the White River and its tributaries.	Parks Department	On-going

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9. MONITORING

This section describes the Permit requirements related to water quality monitoring, and planned compliance activities for 2018.

9.1 Permit Requirements

The Permit (Section S8) requires the City to either conduct Status and Trends Monitoring, and Effectiveness Studies, or pay annually into a collective fund to implement monitoring through the Regional Stormwater Monitoring Program (RSMP). The RSMP was renamed in 2017 and is now called SAM (Stormwater Action Monitoring), other than a new name the program remains the same. The City committed in 2013 to pay \$45,096.00 annually into the collective RSMP monitoring fund for both Status and Trends Monitoring and Effectiveness Studies.

All permittees are required to pay into the RSMP to implement the RSMP Source Identification Information Repository (SIDIR). Auburn's annual payment will be \$2,614.00.

During the one year permit extension these payments will remain the same and are due to the Department of Ecology by August 15th each year.

The City is required to provide the following monitoring and/or assessment data in each annual report:

- A description of any stormwater monitoring or studies conducted by the City during the reporting period. If stormwater monitoring was conducted on behalf of the City, or if studies or investigations conducted by other entities were reported to the City, a brief description of the type of information gathered or received shall be included in the annual report.

9.2 Planned 2018 Compliance Activities

Table 9-1 presents the work plan for 2018 SWMP monitoring activities.

Table 9-1. 2018 Water Quality Monitoring Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
MNTR -1	Pay \$47,710.00 annually into the RSMP collective fund for implementation of Status and Trends Monitoring, Effectiveness Studies, and the Source Identification Information Repository.	Utilities Engineering	Annual payment due by August 15 th .

Acronyms and Definitions

The following definitions and acronyms are taken directly from the Phase II Permit and are reproduced here for the reader's convenience.

40 CFR means Title 40 of the Code of Federal Regulations, which is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

AKART means all known, available, and reasonable methods of prevention, control and treatment. See also State Water Pollution Control Act, chapter 90.48.010 RCW and chapter 90.48.520 RCW.

All known, available and reasonable methods of prevention, control and treatment refers to the State Water Pollution Control Act, chapter 90.48.010 RCW and chapter 90.48.520 RCW.

Applicable TMDL means a TMDL which has been approved by EPA on or before the issuance date of this Permit, or prior to the date that Ecology issues coverage under this Permit, whichever is later.

Beneficial Uses means uses of waters of the state which include but are not limited to use for domestic, stock watering, industrial, commercial, agricultural, irrigation, mining, fish and wildlife maintenance and enhancement, recreation, generation of electric power and preservation of environmental and aesthetic values, and all other uses compatible with the enjoyment of the public waters of the state.

Best Management Practices are the schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices approved by Ecology that, when used singly or in combination, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington State.

BMP means Best Management Practice.

Bypass means the diversion of stormwater from any portion of a stormwater treatment facility.

Census defined urban area means Urbanized Area.

Circuit means a portion of a MS4 discharging to a single point or serving a discrete area determined by traffic volumes, land use, topography or the configuration of the MS4.

Component or **Program Component** means an element of the Stormwater Management Program listed in S5 Stormwater Management Program for Cities, Towns, and Counties or S6 Stormwater Management Program for Secondary Permittees, S7 Compliance with Total Maximum Daily Load Requirements, or S8 Monitoring of this permit.

Conveyance system means that portion of the municipal separate storm sewer system designed or used for conveying stormwater.

Co-Permittee means an owner or operator of an MS4 which is in a cooperative agreement with at least one other applicant for coverage under this permit. A Co-Permittee is an owner or operator of a regulated MS4 located within or in proximity to another regulated MS4. A Co-Permittee is only responsible for permit conditions relating to discharges from the MS4 the Co-Permittee owns or operates. See also 40 CFR 122.26(b)(1)

CWA means Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub.L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. (6-483 and Pub. L. 97-117, 33 U.S.C. 1251 et.seq).

Director means the Director of the Washington State Department of Ecology, or an authorized representative.

Discharge Point means the location where a discharge leaves the Permittee's MS4 through the Permittee's MS4 facilities/BMPs designed to infiltrate.

Entity means a governmental body, or a public or private organization.

EPA means the U.S. Environmental Protection Agency.

General Permit means a permit which covers multiple dischargers of a point source category within a designated geographical area, in lieu of individual permits being issued to each discharger.

Ground water means water in a saturated zone or stratum beneath the surface of the land or below a surface water body. Refer to chapter 173-200 WAC.

Hazardous substance means any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical, or biological properties described in WAC 173-303-090 or WAC 173-303-100.

Heavy equipment maintenance or storage yard means an uncovered area where any heavy equipment, such as mowing equipment, excavators, dump trucks, backhoes, or bulldozers are washed or maintained, or where at least five pieces of heavy equipment are stored on a long-term basis.

Highway means a main public road connecting towns and cities.

Hydraulically near means runoff from the site discharges to the sensitive feature without significant natural attenuation of flows that allows for suspended solids removal. See Appendix 7 Determining Construction Site Sediment Damage Potential for a more detailed definition.

Hyperchlorinated means water that contains more than 10 mg/Liter chlorine.

Illicit connection means any infrastructure connection to the MS4 that is not intended, permitted or used for collecting and conveying stormwater or non-stormwater discharges allowed as specified in this

permit (S5.C.3 and S6.D.3). Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the MS4.

Illicit discharge means any discharge to a MS4 that is not composed entirely of stormwater or of non-stormwater discharges allowed as specified in this permit (S5.C.3 and S6.D.3).

Impervious surface means a non-vegetated surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development. A non-vegetated surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or stormwater areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled, macadam or other surfaces which similarly impede the natural infiltration of stormwater.

Land disturbing activity means any activity that results in a change in the existing soil cover (both vegetative and non-vegetative) 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, including landscape maintenance and gardening, are not considered land disturbing activity. Stormwater facility maintenance is not considered land disturbing activity if conducted according to established standards and procedures.

LID means Low Impact Development.

LID BMP means low impact development best management practices.

LID Principles means land use management strategies that emphasize conservation, use of on-site natural features, and site planning to minimize impervious surfaces, native vegetation loss, and stormwater runoff.

Low Impact Development means a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

Low impact development best management practices means distributed stormwater management practices, integrated into a project design, that emphasize pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs include, but are not limited to, bioretention, rain gardens, permeable pavements, roof downspout controls, dispersion, soil quality and depth, vegetated roofs, minimum excavation foundations, and water re-use.

Material Storage Facilities means an uncovered area where bulk materials (liquid, solid, granular, etc.) are stored in piles, barrels, tanks, bins, crates, or other means.

Maximum Extent Practicable refers to paragraph 402(p)(3)(B)(iii) of the federal Clean Water Act which reads as follows: Permits for discharges from municipal storm sewers shall require controls to reduce the discharge of pollutants to the maximum extent practicable, including management practices, control techniques, and system, design, and engineering methods, and other such provisions as the Administrator or the State determines appropriate for the control of such pollutants.

MEP means Maximum Extent Practicable.

MS4 means municipal separate storm sewer system.

Municipal Separate Storm Sewer System means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- (i) Owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of Washington State.
- (ii) Designed or used for collecting or conveying stormwater.
- (iii) Which is not a combined sewer;
- (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.; and
- (v) Which is defined as “large” or “medium” or “small” or otherwise designated by Ecology pursuant to 40 CFR 122.26.

National Pollutant Discharge Elimination System 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 Washington State Department of Ecology.

Native vegetation means vegetation comprised of plant species, other than noxious weeds, that are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur on the site. Examples include trees such as Douglas Fir, western hemlock, western red cedar, alder, big-leaf maple; shrubs such as willow, elderberry, salmonberry, and salal; and herbaceous plants such as sword fern, foam flower, and fireweed.

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. Refer to Appendix 1 for a definition of hard surfaces.

New Permittee means a city, town, or county that is subject to the *Western Washington Municipal Stormwater General Permit* and was not subject to the permit prior to August 1, 2013.

New Secondary Permittee means a Secondary Permittee that is covered under a municipal stormwater general permit and was not covered by the permit prior to August 1, 2013.

NOI means Notice of Intent.

Notice of Intent means the application for, or a request for coverage under a General Permit pursuant to WAC 173-226-200.

Notice of Intent for Construction Activity means the application form for coverage under the

Construction Stormwater General Permit.

Notice of Intent for Industrial Activity means the application form for coverage under the *General Permit for Stormwater Discharges Associated with Industrial Activities*.

NPDES means National Pollutant Discharge Elimination System.

Outfall means a point source as defined by 40 CFR 122.2 at the point where a discharge leaves the Permittee's MS4 and enters a surface receiving waterbody or surface receiving waters. Outfall does not include pipes, tunnels, or other conveyances which connect segments of the same stream or other surface waters and are used to convey primarily surface waters (i.e., culverts).

Permeable pavement means pervious concrete, porous asphalt, permeable pavers or other forms of pervious or porous paving material intended to allow passage of water through the pavement section. It often includes an aggregate base that provides structural support and acts as a stormwater reservoir.

Permittee unless otherwise noted, the term "Permittee" includes city, town, or county Permittee, Co-Permittee, New Permittee, Secondary Permittee, and New Secondary Permittee.

Physically Interconnected means that one MS4 is connected to another storm sewer system in such a way that it allows for direct discharges to the second system. For example, the roads with drainage systems and municipal streets of one entity are physically connected directly to a storm sewer system belonging to another entity.

Project site means that portion of a property, properties, or right-of-ways subject to land disturbing activities, new hard surfaces, or replaced hard surfaces. Refer to Appendix 1 for a definition of hard surfaces.

QAPP means Quality Assurance Project Plan.

Qualified Personnel means someone who has had professional training in the aspects of stormwater management for which they are responsible and are under the functional control of the Permittee. Qualified Personnel may be staff members, contractors, or volunteers.

Quality Assurance Project Plan means a document that describes the objectives of an environmental study and the procedures to be followed to achieve those objectives.

RCW means the Revised Code of Washington State.

Receiving waterbody or receiving waters means naturally and/or reconstructed naturally occurring surface water bodies, such as creeks, streams, rivers, lakes, wetlands, estuaries, and marine waters, or ground water, to which infiltration MS4 discharges.

Redevelopment means, on a site that is already substantially developed (i.e., has 35% 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. Refer to Appendix 1 for a definition of hard surfaces.

Regional Stormwater Monitoring Program means, for all of western Washington, a stormwater-focused monitoring and assessment program consisting of these components: status and trends monitoring in small streams and marine nearshore areas, stormwater management program effectiveness studies, and a source identification information repository (SIDIR). The priorities and

scope for the RSMP are set by a formal stakeholder group. For this permit term, RSMP status and trends monitoring will be conducted in the Puget Sound basin only.

Regulated Small Municipal Separate Storm Sewer System means a **Municipal Separate Storm Sewer System** which is automatically designated for inclusion in the Phase II stormwater permitting program by its location within an Urbanized Area, or by designation by Ecology and is not eligible for a waiver or exemption under S1.C.

RSMP means Regional Stormwater Monitoring Program.

Runoff is water that travels across the land surface and discharges to water bodies either directly or through a collection and conveyance system. See also “Stormwater.”

Secondary Permittee is an operator of a regulated small MS4 which is not a city, town or county. Secondary Permittees include special purpose districts and other public entities that meet the criteria in S1.B.

Sediment/Erosion-Sensitive Feature means an area subject to significant degradation due to the effect of construction runoff, or areas requiring special protection to prevent erosion. See Appendix 7 Determining Construction Site Sediment Transport Potential for a more detailed definition.

Shared water bodies means water bodies, including downstream segments, lakes and estuaries that receive discharges from more than one Permittee.

SIDIR means Source Identification Information Repository.

Significant contributor means a discharge that contributes a loading of pollutants considered to be sufficient to cause or exacerbate the deterioration of receiving water quality or instream habitat conditions.

Small Municipal Separate Storm Sewer System means an MS4 that is not defined as “large” or “medium” pursuant to 40 CFR 122.26(b)(4) & (7) or designated under 40 CFR 122.26 (a)(1)(v).

Source control BMP means a structure or operation that is intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants. The *SWMMWW* separates source control BMPs into two types. Structural Source Control BMPs are physical, structural, or mechanical devices, or facilities that are intended to prevent pollutants from entering stormwater. Operational BMPs are non-structural practices that prevent or reduce pollutants from entering stormwater. See Volume IV of the *SWMMWW* (2012) for details.

Stormwater means runoff during and following precipitation and snowmelt events, including surface runoff, drainage or interflow.

Stormwater Associated with Industrial and Construction Activity means the discharge from any conveyance which is used for collecting and conveying stormwater, which is directly related to manufacturing, processing or raw materials storage areas at an industrial plant, or associated with clearing, grading and/or excavation, and is required to have an NPDES permit in accordance with 40 CFR 122.26.

Stormwater Management Program means a set of actions and activities designed to reduce the discharge of pollutants from the MS4 to the MEP and to protect water quality, and comprising the components listed in S5 (for cities, towns and counties) or S6 (for Secondary Permittees) of this Permit and any

additional actions necessary to meet the requirements of applicable TMDLs pursuant to S7 *Compliance with TMDL Requirements*, and S8 *Monitoring and Assessment*.

Stormwater Treatment and Flow Control BMPs/Facilities means detention facilities, treatment BMPs/facilities, bioretention, vegetated roofs, and permeable pavements that help meet Appendix 1 Minimum Requirements #6 (treatment), #7 (flow control), or both.

SWMMWW or Stormwater Management Manual for Western Washington means *Stormwater Management Manual for Western Washington (as amended in 2014)*.

SWMP means Stormwater Management Program.

TMDL means Total Maximum Daily Load.

Total Maximum Daily Load means a water cleanup plan. A TMDL is a calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources.

The calculation must include a margin of safety to ensure that the water body can be used for the purposes the state has designated. The calculation must also account for seasonable variation in water quality. Water quality standards are set by states, territories, and tribes. They identify the uses for each water body, for example, drinking water supply, contact recreation (swimming), and aquatic life support (fishing), and the scientific criteria to support that use. The Clean Water Act, section 303, establishes the water quality standards and TMDL programs.

Tributary conveyance means pipes, ditches, catch basins, and inlets owned or operated by the Permittee and designed or used for collecting and conveying stormwater.

UGA means Urban Growth Area.

Urban Growth Area means those areas designated by a county pursuant to RCW 36.70A.110.

Urbanized Area is a federally-designated land area comprising one or more places and the adjacent densely settled surrounding area that together have a residential population of at least 50,000 and an overall population density of at least 1,000 people per square mile. Urbanized Areas are designated by the U.S. Census Bureau based on the most recent decennial census.

Vehicle Maintenance or Storage Facility means an uncovered area where any vehicles are regularly washed or maintained, or where at least 10 vehicles are stored.

Water Quality Standards means Surface Water Quality Standards, chapter 173-201A WAC, Ground Water Quality Standards, chapter 173-200 WAC, and Sediment Management Standards, chapter 173-204 WAC.

Waters of the State includes those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the state" as defined in chapter 90.48 RCW which includes lakes, rivers, ponds, streams, inland waters, underground waters, salt waters and all other surface waters and water courses within the jurisdiction of the State of Washington.

Waters of the United States refers to the definition in 40 CFR 122.2.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5353 (Gaub)

Date:

March 12, 2018

Department:

CD & PW

Attachments:

[Resolution No. 5353](#)

[Exhibit A \(Amendment #2\)](#)

[Area Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Resolution No. 5353.

Background Summary:

The boundary between the City of Auburn (Auburn) and the Lakehaven Water and Sewer District (Lakehaven) was most recently modified in 2005 by Amendment #1 to their interlocal agreement which added parcels involved in the Jovita Heights development to Auburn's sewer service area (See the attached map). Sewer extensions that were built as part of that development within 56th Avenue Southeast are adjacent to and able to serve 19 additional parcels that, at the time, remained within Lakehaven's service area. Lakehaven staff does not foresee sewer service being available to those parcels in the near future and has agreed to modify their sewer service area boundary to allow those parcels to be connected to the existing Auburn public sewer main and to become City of Auburn sewer customers.

Resolution No. 5353 authorizes the Mayor to execute Amendment #2 to the interlocal agreement with the Lakehaven Water and Sewer District for the purpose of modifying the sewer service boundary between the City of Auburn and Lakehaven in order to encompass those parcels.

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

Gaub

Meeting Date: March 19, 2018

Item Number: RES.B

RESOLUTION NO. 5 3 5 3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE LAKEHAVEN WATER AND SEWER DISTRICT FOR THE PURPOSE OF MODIFYING THE SEWER DISTRICT'S SANITARY SEWER SERVICE AREA

WHEREAS, pursuant to RCW 35.A.11.040, Auburn has the legal authority to exercise its powers and perform any of its functions as set forth in RCW 39.34; and

WHEREAS, in January 2004 the Commissioners of the Lakehaven Utility District adopted Resolution No. 2004-1006 authorizing the General Manager to execute an interlocal agreement with Auburn, which agreement was subsequently signed by the City of Auburn as authorized under Auburn Resolution No. 3651; and

WHEREAS, in March 2005 the Commissioners of the Lakehaven Utility District adopted Resolution No. 2005-1038 authorizing the General Manager to execute an amendment to the interlocal agreement with Auburn, which amendment subsequently signed by the City of Auburn as authorized under Auburn Resolution No. 3824; and

WHEREAS, the parties recognize the responsibility of public sanitary sewer utilities to provide efficient and reliable service to their customers at reasonable cost; and

WHEREAS, portions of the Auburn sanitary sewer system have been sized with sufficient wastewater conveyance capacity and are situated so as to be capable of affording sewer service to a number of properties that lie within the Lakehaven Sanitary Sewer Service Area and adjacent to Auburn's Sanitary Sewer Service Area; and

WHEREAS, Auburn has evaluated sanitary sewer service issues relative to the adjacent properties and determined that it is feasible for Auburn to provide sanitary sewer service to those properties; and

WHEREAS, Lakehaven has evaluated the request and determined that Lakehaven can transfer to Auburn that portion of its Sanitary Sewer Service Area adjacent to the City of Auburn's infrastructure so that Auburn can provide sanitary sewer service to those properties.

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

Section 1. The Mayor is hereby authorized to execute an amendment to the Interlocal Agreement with Lakehaven Utility District, in substantial conformity with the agreement attached hereto, marked as Exhibit A and incorporated herein by this reference.

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

Section 3. This Resolution shall take effect and be in force upon passage and signatures thereon.

DATED and SIGNED on this ____ day of _____, 2018.

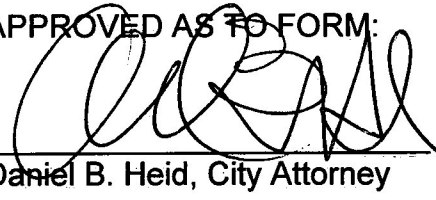
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

EXHIBIT A TO RESOLUTION 5353

AMENDMENT NO. 2
TO THE LAKEHAVEN WATER AND SEWER DISTRICT AND CITY OF AUBURN
INTERLOCAL AGREEMENT ESTABLISHING
SANITARY SEWER SERVICE BOUNDARIES

AMENDMENT NO. 2
TO THE LAKEHAVEN WATER AND SEWER DISTRICT AND CITY OF AUBURN
INTERLOCAL AGREEMENT ESTABLISHING
SANITARY SEWER SERVICE BOUNDARIES

THIS AGREEMENT, made and entered into this _____ day of _____ 2017, by and between LAKEHAVEN WATER AND SEWER DISTRICT, a Washington municipal corporation (hereinafter referred to as "Lakehaven"), and the CITY OF AUBURN, a Washington municipal corporation, (hereinafter referred to as "Auburn"), both being duly organized and existing under and by virtue of the laws of the State of Washington, as an amendment to the Interlocal Agreement dated February 2, 2004, between the parties and executed on the 8th day of January, 2004, and the 20th day of January, 2004, respectively (hereinafter referred to as "Original Agreement") as amended by Amendment No. 1 to that agreement, dated February 22, 2005, between the parties and executed on the 10th day of March, and the 22nd day of February, 2005, respectively.

WITNESSETH:

WHEREAS, in January 2004 the Commissioners of the Lakehaven Water and Sewer District adopted Resolution No. 2004-1006 authorizing the General Manager to execute an interlocal agreement with Auburn, which agreement was subsequently signed by the City of Auburn as authorized under Auburn Resolution No. 3651; and

WHEREAS, in March 2005 the Commissioners of the Lakehaven Water and Sewer District adopted Resolution No. 2005-1038 authorizing the General Manager to execute an amendment to the interlocal agreement with Auburn, which amendment subsequently signed by the City of Auburn as authorized under Auburn Resolution No. 3824; and

WHEREAS, the parties recognize the responsibility of public sanitary sewer utilities to provide efficient and reliable service to their customers at reasonable cost; and

WHEREAS, portions of the Auburn sanitary sewer system have been sized with sufficient wastewater conveyance capacity and are situated so as to be capable of affording sewer service to a number of properties that lie within the Lakehaven Sanitary Sewer Service Area and adjacent to Auburn's Sanitary Sewer Service Area; and

WHEREAS, Auburn has evaluated sanitary sewer service issues relative to the adjacent properties and determined that it is feasible for Auburn to provide sanitary sewer service to those properties; and

WHEREAS, Lakehaven has evaluated the request and determined that Lakehaven can transfer to Auburn that portion of its Sanitary Sewer Service Area adjacent to the City of Auburn's infrastructure so that Auburn can provide sanitary sewer service to those properties.

NOW, THEREFORE in consideration of their mutual covenants, conditions, and promises, IT IS HEREBY AGREED by and between the parties hereto as follows:

ITEM ONE REVISION TO SERVICE AREA BOUNDARY

The parties have agreed to modify the mutual sewer service planning boundary as established in the Original Agreement and modified by Amendment No. 1. The properties depicted in Exhibit A and described in Exhibit B are hereby designated to be within the City of Auburn's sanitary sewer service area and no longer within the Lakehaven Water and Sewer District's sanitary sewer service area.

ITEM TWO REMAINING TERMS UNCHANGED:

That all other provisions of the Original Agreement as modified by Amendment No. 1 not herein amended shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first below written.

LAKEHAVEN WATER AND SEWER DISTRICT

Approved by Resolution No. _____ of the Lakehaven Water and Sewer District, Federal Way, Washington, at its regular meeting held on the _____ day of _____, 2017.

By:

Approved as to Form:

CITY OF AUBURN

Approved by Resolution No. _____ of the City of Auburn, Washington, at its regular meeting held on the _____ day of _____, 2017.

By:

Attest:

Approved as to form:

EXHIBIT 'A'

Legal Description for Lakehaven to Auburn Sewer Service Transfer Area

A portion of the southeast quarter of the southwest quarter of Section 14 and the northeast quarter of the northwest quarter of section 23, all in Township 21 North, Range 4 East, W.M., City of Auburn, King County, Washington, said portion described as follows:

Commencing at an angle point in the westerly boundary of the Interlocal Agreement described in City of Auburn Resolution 3824 dated February 22, 2005, said angle point being at the intersection of the north margin of State Highway No. 18 and the southerly projection of the centerline of 58th Avenue South;

Thence southerly along said westerly boundary and said southerly projection of 58th Avenue South to the south margin of the lands conveyed to the City of Auburn from the State of Washington in deed recorded under King County Recording No. 8709221482 and the point of beginning for this boundary description;

Thence continuing southerly along said westerly boundary and said southerly projection of 58th Avenue South to the north margin of South 336th Street;

Thence westerly along said westerly boundary and the north margin of South 336th Street to the west margin of 56th Avenue South;

Thence southerly along said westerly boundary and the west margin of 56th Avenue South to the north margin of South 340th Street;

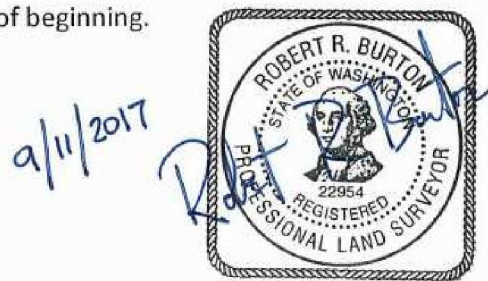
Thence westerly along said westerly boundary and said north margin of South 340th Street to the east margin of 55th Avenue South;

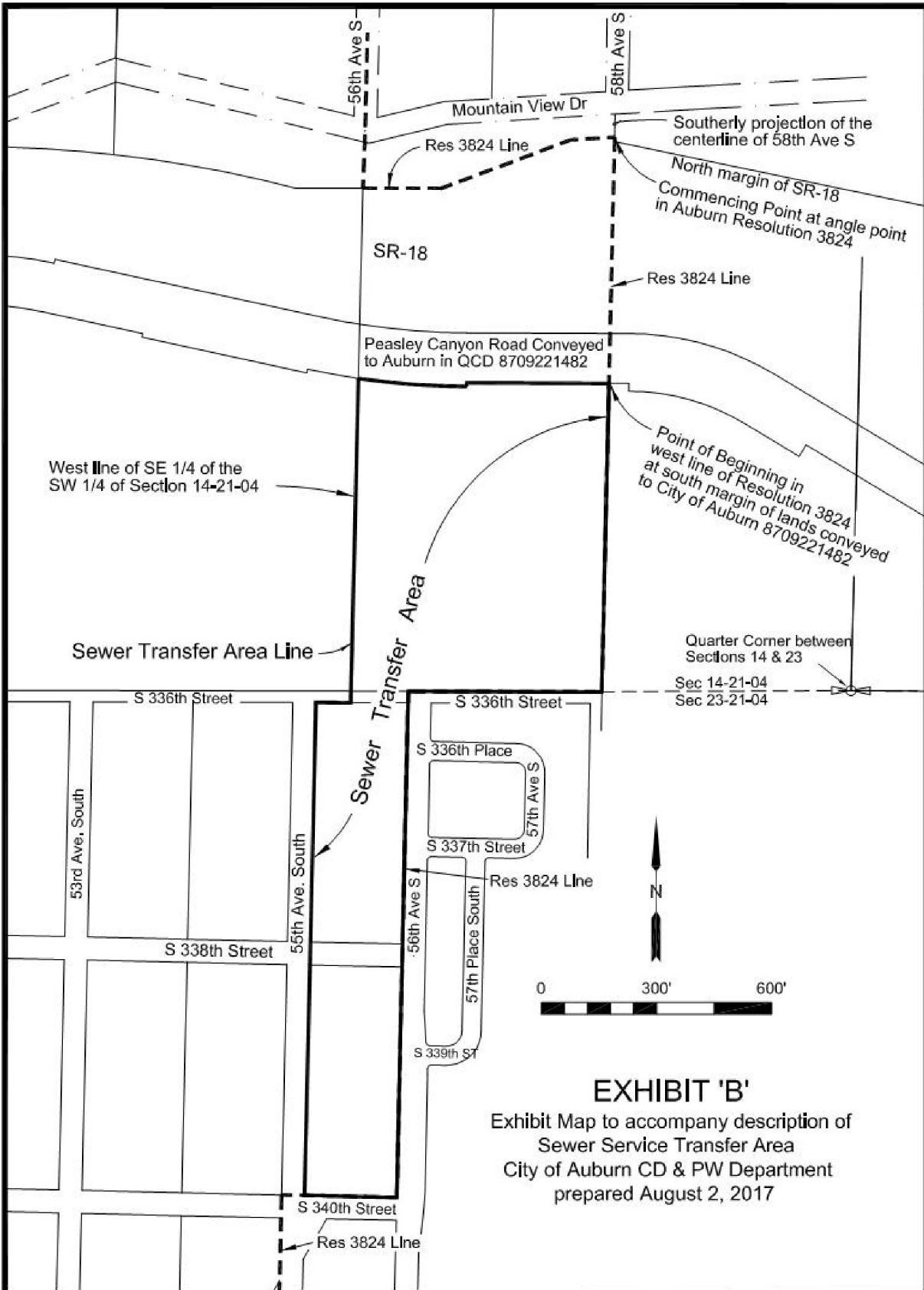
Thence leaving said westerly boundary of City of Auburn Resolution 3824, northerly along said east margin of 55th Avenue South to the south margin of South 336th Street;

Thence easterly along said south margin of South 336th Street to the southerly projection of the west line of the southeast quarter of the southwest quarter of said Section 14;

Thence northerly along said west line to said south margin of the lands conveyed to the City of Auburn in deed recorded under King County Recording No. 8709221482;

Thence easterly along said south margin to the point of beginning.







AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5358 (Faber)

Date:

March 7, 2018

Department:

Parks/Art and Recreation

Attachments:

[Resolution No. 5358](#)

[Grant Description](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Resolution No. 5358.

Background Summary:

This grant provides funding for the remodel of the White River Valley Museum Garage, into a classroom/gathering space for students as well as the development of an outdoor plaza area located to the north of the museum garage in Les Gove Park. The required matching funds for this grant are satisfied by the other improvements in Les Gove Park that include the Lighted Crescent and H Street project.

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

Faber

Meeting Date: March 19, 2018

Item Number: RES.C

RESOLUTION NO. 5358

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE STATE OF WASHINGTON HERITAGE CAPITAL PROGRAM, *"RAILROADS, WATERFOWL, FIELD TRIPS AND FAMILY OUTINGS"* AND AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY CONTRACTS TO ACCEPT SAID FUNDS

WHEREAS, the White River Valley Museum (WRVM), a Division of the Auburn Parks, Arts and Recreation Department, on behalf of the City of Auburn, submitted an application to the State of Washington for a CAPITAL HERITAGE PROGRAM grant, *"RAILROADS, WATERFOWL, FIELD TRIPS AND FAMILY OUTINGS"*; and

WHEREAS, the City has been advised that it has been approved to receive a grant from said program in the amount of FOUR HUNDRED NINETY FOUR THOUSAND DOLLARS (\$ 494,000.00); and

WHEREAS, the matching funds required as a condition of this grant are met by the other improvements made at Les Gove Park; and

WHEREAS, the funding will support the renovation costs of the WRVM GARAGE BUILDING AND OUTDOOR PLAZA at 918 H STREET SE; and

WHEREAS, acceptance of the grant will benefit the citizens of Auburn.

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

Section 1. **Acceptance of Grant and Authorization of Contract.** The City Council hereby accepts the *"RAILROADS, WATERFOWL, FIELD TRIPS AND FAMILY OUTINGS"* grant from the HERITAGE CAPITAL PROJECTS PROGRAM, in the amount of FOUR HUNDRED NINETY FOUR THOUSAND DOLLARS (\$ 494,000.00), and

authorizes the Mayor to execute the Contract with the State of Washington in substantial conformity with the Contract marked as Exhibit "A" attached hereto and incorporated herein by this reference.

Section 2. Implementation. The Mayor is further authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation, including assuring that the grant fund appropriation is included in the appropriate budget documents of the City.

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

SIGNED and DATED this _____ day of _____, 2018.

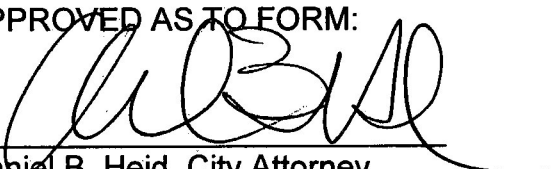
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney



State of Washington
Washington State History Society
19-10
Grantee: City of Auburn

1. PARTIES TO THE CONTRACT

This state funded Contract for Heritage Capital Projects (Contract) is entered between City of Auburn, White River Valley Museum 918 H Street SE, Auburn WA 98002 (GRANTEE) and the Washington State Historical Society, 1911 Pacific Avenue, Tacoma WA 98402 (AGENCY), and shall be binding upon all agents and all persons acting by or through the parties.

2. PURPOSE OF CONTRACT

This Contract, including Attachments A through H (collectively referred to hereafter as "Contract"), sets out the terms and conditions by which a grant is made for a Heritage Capital project during the 2017-2019 biennium from funds appropriated by the Washington State Legislature in Capital Enacted Bill SSB 6090, which was incorporated into the Capital Budget signed into law by the governor on January 19, 2018. RCW 27.34.330 provides statutory authorization for the funding program. The program is administered by the Agency.

3. DESCRIPTION OF HERITAGE CAPITAL PROJECT

Funds awarded under this Contract shall be used by the GRANTEE solely for the "Railroads, Waterfowl, Field Trips, and Family Outings" project, as described in ATTACHMENT B (PROJECT SCOPE OF WORK), and for the express purposes of the grant as described in ATTACHMENT C (PROJECT PURPOSE).

4. CONSIDERATION

The parties agree that, in exchange for the grant money awarded pursuant to this Contract, the State of Washington and the Agency shall receive in consideration the preservation and interpretation of historical sites and artifacts that have the potential to provide lifelong learning opportunities for the citizens of the state, as described in this Contract, including Attachments [B and C.

5. AMOUNT OF GRANT

The Washington State Legislature appropriated four hundred ninety seven thousand dollars (\$497,000). Of this appropriation, the total funds available to the GRANTEE for reimbursement of eligible costs shall be four hundred eighty two thousand ninety dollars (\$ 482,090). The AGENCY shall retain three percent (3.0%) of the appropriation, which is fourteen thousand nine hundred ten dollars (\$14,910) as the cost of administering the grant and this Contract.

6. COST SHARE

The total cost of the projects shall include only those costs that are eligible expenditures as described in ATTACHMENT D (PROJECT BUDGET). GRANTEE agrees that the amount of state funding shall not exceed thirty three and thirty-three one hundredths percent (33.33%) of the total cost of the project. The non-state portion of the total cost of the project shall be the

GRANTEE's cost share of the total cost of the project. The amount of the GRANTEE's cost share shall be one million four hundred ninety one thousand dollars (\$ 1,491,000).

7. PERIOD OF PERFORMANCE

The period of performance under this Contract shall be from the date of the last signature of the contracting parties to June 30, 2019. Without further appropriation from the legislature, expenditures beyond this date shall not be reimbursed. The requirement set forth below in Section 8 to maintain ownership or a lease on the subject property, and to use it for the express purposes of the grant, shall remain in full force and effect for thirteen years following the date of contract completion, as defined in Attachment A.

8. CAPITAL IMPROVEMENTS TO BE HELD BY GRANTEE

- a. Capital improvements funded by the Heritage Capital Projects grant are to be used for the express purpose of this grant. No funds appropriated for a Heritage Capital Projects grant shall be used for capital improvements not included in the legislative appropriation and specifically designated in this Contract with the AGENCY.
- b. As required by RCW 27.34.330, capital improvements funded by this grant shall be held by the GRANTEE for at least thirteen (13) years from the date of contract completion; the facilities shall be used for the express purpose of the grant as set forth in this Contract, including Attachments B and C; and, if mobile, used primarily in Washington State. The GRANTEE agrees that it will maintain ownership or lease of ALL property to be held, as described in ATTACHMENT G (PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S)), for thirteen (13) years beyond the date of contract completion. Failure to maintain ownership or a lease on the subject property for thirteen years following the date of contract completion shall constitute a breach of this Contract. Pursuant to the terms of this Contract and RCW 27.34.330, if the Grantee is found to be in breach of this Contract, the Grantee shall repay to the state general fund the principal amount of the grant plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the date of authorization of the grant.
- c. The AGENCY maintains right of entry for thirteen (13) years from the date of contract completion to ensure continued compliance with this Contract. The GRANTEE will be monitored for continued property control and project outcomes as described in the contract statement of purpose. Monitoring tools appropriate to the project purpose will be determined during the project closeout process and declared in writing from the AGENCY to the GRANTEE. Monitoring tools may include, but are not limited to, reporting of annual metrics as declared in the project closeout letter, scheduled and unscheduled site visits, or requests for images for publication. During the monitoring period, the GRANTEE may request mitigation of monitoring tools to support enhancing the public benefit provided by the GRANTEE.

9. REAPPROPRIATION

The parties hereto agree and understand that any state funds not expended and billed by end of the biennium, June 30, 2019, will lapse on that date unless reappropriated by the Washington State Legislature. If funds are so reappropriated, the AGENCY's obligation under the terms of this Contract shall be contingent upon terms of such reappropriation. GRANTEE may not rely to its detriment upon use of funds not properly billed or not appropriated. The GRANTEE shall be

allowed only two requests for reappropriation of the funds awarded in this Contract. Approval of such requests is not guaranteed.

10. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Contract are subject to this Contract, which include the following attachments, and which are made a part of this Contract:

ATTACHMENT A (GENERAL PROVISIONS)
ATTACHMENT B (PROJECT SCOPE OF WORK)
ATTACHMENT C (PURPOSE OF PROJECT)
ATTACHMENT D (PROJECT BUDGET)
ATTACHMENT E (SOURCE OF AVAILABLE FUNDS)
ATTACHMENT F (CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS)
ATTACHMENT G (PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTIONS)
ATTACHMENT H (LEASES, CONTRACTS, AND AGREEMENTS)

11. ENTIRE CONTRACT

This Contract, including all attachments, constitutes the entire agreement between Agency and Grantee and supersedes all previous written or oral agreements or understandings between the Agency and Grantee related to this Contract.

This Contract may be amended as set forth in the Contract Modifications in Attachment A.

12. CONTRACT REPRESENTATIVES

The GRANTEE's representative shall be the contact person for all communications and billings regarding the performance of this Contract. The GRANTEE's representative shall be:

Patricia Cosgrove, Director
White River Valley Museum, City of Auburn
25 West Main Street
253-288-7437 pcosgrove@auburnwa.gov

The AGENCY's representative shall be the contact person for all communications and billings regarding the performance of this Contract. The AGENCY's representative shall be:

Lissa Kramer, Heritage Capital Projects Manager
Washington State Historical Society
1911 Pacific Avenue, Tacoma WA 98402
253-798-5909 lissa.kramer@wshs.wa.gov

13. SIGNATURES

Jennifer Kilmer
Executive Director
Washington State Historical Society

Nancy Backus
Mayor
City of Auburn
91-6001228
Federal Tax ID#

Date

Date

19-10
ATTACHMENT A
GENERAL PROVISIONS

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A. HEADINGS AND DEFINITIONS

1. Headings

Headings used in this Contract are for reference purposes only and shall not be considered a substantive part of this Contract.

2. Definitions

AGENCY- the Washington State Historical Society.

Authorized Representative- an elected or appointed officer of the corporation or agency, or alternate designated in writing by the GRANTEE's governing authority, who acts officially on the GRANTEE's behalf.

Authorized Signatory- an executive officer of the corporation or agency's governing authority designated to sign contracts on behalf of the GRANTEE.

Cash match- money from the grantee organization or from other sources, which can include grants from foundations, nonstate governmental agencies, individuals, corporations, and others.

Cost share- those costs, including cash and in-kind, that the grantee will incur from its own resources or from other cooperating organizations to complete the project described in the Contract.

Date of grant authorization- the date the Washington State Legislature initially appropriated funds for the project.

Date of contract authorization- the last date of an authorized signature on the Contract Form.

Date of contract completion- the date of the project closeout letter from the Agency which initiates the thirteen (13) year monitoring period.

GRANTEE- the applicant that has been awarded a grant of funds and is bound by this executed Contract, including any officers, employees, or agents lawfully representing the GRANTEE.

Heritage organization- a group whose purpose is to collect, preserve, or interpret history, heritage, and culture.

Heritage capital project- project that involves the physical plant of a heritage organization, a historic landscape, archaeological site, historic ship, locomotive, airplane, other transportation conveyance, or acquisition of a property for protection and stabilization of heritage resources or by a heritage organization for purposes of new construction.

In-kind contributions- contributions to a project that are not part of cash match. May include materials and supplies, professional consultation, legal and accounting services specific to the project, architectural design fees, and volunteer labor.

Local government agency- city or county agency, port district, or public development authority.

Nonprofit organization- organization incorporated under the nonprofit laws of the state of Washington and holding a 501(c)(3) tax determination from the IRS.

Other entity- As authorized by RCW 27.34.330, an entity that meets all criteria for Heritage capitol project funding and can be considered for a grant award at the discretion of the Washington State Historical Society

Real property value- fair market value of real property when such property is acquired solely for the purpose of a heritage capital project. Evidenced by a current fair market appraisal performed by a qualified, professional real estate appraiser.

Total project costs- include, but are not limited to, the amount sought from the fund and what the applicant will provide as cost share.

B. GENERAL CONTRACT TERMS

1. Order of Precedence

The items listed below are incorporated by reference herein. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order.

1. Applicable federal and Washington State statutes and regulations
2. State executive orders
3. Terms and conditions of this Contract
4. ATTACHMENT A (GENERAL PROVISIONS)
5. Other attachments or material incorporated by reference.

2. Contract Modifications

- a) This Contract may be modified by mutual agreement of the parties. Such modifications shall not be binding unless in writing and signed by both parties prior to implementation of the modifications. Any oral understanding or agreement not incorporated herein shall not be binding.
- b) Budget modification by the GRANTEE of not more than ten (10) percent of any line item or combination of line items from the Project Budget (Attachment B) is excepted from subsection 2(a). Modifications that increase a line item must be offset by reductions in other line items so there is no increase to the total amount available to the GRANTEE in this grant.
- c) The GRANTEE shall notify the AGENCY in writing prior to making any budget modification or combination of budget modifications that would exceed ten (10) percent of any line item. Budget modifications exceeding ten (10) percent of any line item or combination of line items constitutes a Contract Modification and must be approved by both parties in writing prior to implementation of the modification.

3. No Waiver

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by the authorized representatives of the AGENCY and the GRANTEE.

C. PERFORMANCE AND GENERAL RESPONSIBILITIES

1. Nonassignability

Neither this Contract nor any claim arising under this Contract shall be transferred or assigned by the GRANTEE without written permission from the AGENCY.

2. Independent Capacity of Grantee

The parties intend that an independent relationship will be created by this Contract. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the AGENCY. The GRANTEE and its employees or agents will not hold themselves out as nor claim to be officers or employees of the AGENCY or of the State of Washington by reason of this Contract and will not make any claim, demand, or application to or for any right or privilege which would accrue to such employee under law. Conduct and control of the work will solely be with the GRANTEE.

3. Ownership of Project/ Capital Improvements

The AGENCY makes no claim to any real property improved or constructed with funds awarded under this Contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/ or equipment constructed or purchased with state funds under this Contract. This provision does not extend to claims that the AGENCY may bring against the GRANTEE in recapturing funds expended in violation of this Contract.

4. Hold Harmless

To the extent permitted by law, the GRANTEE shall defend, protect, and hold harmless the State of Washington and the AGENCY, its employees, agents, officers, and assigns from and against all claims, suits, or actions arising from the GRANTEE's acts or omissions and those of its employees, officers, and agents, including those which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark, or tradename through use or reproduction of material of any kind. The GRANTEE shall be required to indemnify, defend, and hold harmless the State only to the extent the claim is caused in whole or in part by negligent acts or omissions of the GRANTEE.

The GRANTEE waives its immunity under Title 51 RCW (Industrial Insurance) to the extent required to indemnify, defend, and hold harmless AGENCY, the state of Washington and agencies, officials, agents, or employees of the state.

5. Acknowledgement

The GRANTEE shall announce in its publicity materials, on a posted sign during the project, and on a permanent marker that the State of Washington is a source and the Washington State Historical Society the administrator of these funds unless such requirement is modified or waived in writing by the AGENCY.

6. Ethics Compliance

The AGENCY may, by written notice to the GRANTEE, terminate this Contract if it is found after due notice and examination by the AGENCY that there is a violation of the Code of Ethics for Municipal Officers (Chapter 42.23 RCW) or any similar statute involving the GRANTEE in the procurement of, or the performance under, this Contract.

7. Public Disclosure/ Confidentiality

- a) The GRANTEE acknowledges that the AGENCY is subject to the Public Records Act (Chapter 42.56 RCW), and that this Contract shall be a public record as defined. Any specific information that is claimed by the GRANTEE to be confidential or proprietary must be clearly identified as such by the GRANTEE. If a request is made to view the GRANTEE's information marked as confidential, the AGENCY will notify the GRANTEE of the request and the date that such records will be released to the requestor unless the GRANTEE obtains a court order enjoining that disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.
- b) The GRANTEE shall not use or disclose any information concerning the AGENCY, or information which may be classified as confidential for any purpose not directly connected with the administration of this Contract except (1) with prior written consent of the AGENCY, or (2) as may be required by law.

D. COMPLIANCE WITH LAWS, RECORDS, AND INSPECTIONS

1. Compliance with Applicable Law

- a) The GRANTEE agrees to be aware of, and comply with, all applicable and current federal, state, and local laws, regulations, and policies. The GRANTEE's confirmation of this requirement is contained in ATTACHMENT F (CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS). AGENCY is not responsible for determining compliance.
- b) In the event of the GRANTEE's noncompliance or refusal to comply with any applicable law or policy, the Contract may be suspended or terminated in whole or in part, and the GRANTEE and the project may be declared ineligible for further grant awards from the AGENCY.
- c) The GRANTEE further agrees to indemnify and hold harmless the AGENCY from all liability, damages, and costs of any nature including but not limited to costs of suits and attorneys' fees assessed against the AGENCY, as a result of the failure of the GRANTEE to so comply.

2. Records, Reports, and Audits

- a) The GRANTEE shall maintain books, records, documents, and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Contract. The GRANTEE will retain all books, records, documents, and other materials relevant to this Contract for six years after full termination or expiration of this Contract, which includes the thirteen (13) year monitoring period that begins on the date of the closeout letter at contract completion, and make them available for inspection by persons authorized under this provision. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- b) The GRANTEE shall comply with all auditing requirements, including audit requirements for the expenditure of more than \$100,000 or more in total state funds in a fiscal year, if applicable.
- 3. **Right of Entry**

The GRANTEE shall provide right of access of its facilities to the AGENCY or to any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/ or quality assurance under this Contract.
- 4. **Evaluation and Monitoring**
 - a) The GRANTEE shall cooperate with and fully participate in any monitoring or evaluation activities conducted by the AGENCY that are relevant to compliance with this Contract, including providing initial and updated project plans for AGENCY review and approval and facilitating record production and periodic site inspections.
 - b) The GRANTEE shall provide the AGENCY with digital images and narratives that depict the progress made on the project. Such images will be used by the AGENCY to support reimbursement requests and to inform the public about the grant program on the web and elsewhere. Images and narratives shall be provided with each request for reimbursement.
- 5. **Hazardous Substances**

The GRANTEE will defend, protect, and hold harmless the AGENCY, and any and all of its employees and/ or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorney's fees), and any and all loss of any nature from any and all claims or suits resulting from the presence of, or release or threatened release, of hazardous substances as defined in RCW 70.105D.020, on the property covered by the Contract.
- 6. **Governor's Executive Order 05-05**

The GRANTEE shall comply with Governor's Executive Order 05-05. In the event that historical or cultural artifacts are discovered at the project site during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.
- 7. **Prevailing Wage Law**

The project funded under this Contract may be subject to state Prevailing Wage law (RCW 39.12). The GRANTEE is advised to consult with the Industrial Statistician at the Washington State Department of Labor and Industries to determine whether prevailing wage must be paid. The AGENCY is not responsible for determining whether prevailing wage applies to this project or for any prevailing wage payments that may be required by law.
- 8. **Industrial Insurance Coverage**

The GRANTEE shall comply with all applicable provisions of Title 51 RCW (Industrial Insurance).

9. Nondiscrimination Provision

- a) During the performance of this Contract, the GRANTEE shall abide by all applicable federal and state nondiscrimination laws and regulations, including but not limited to Washington's Law Against Discrimination (RCW 49.60) and the Americans with Disabilities Act (42 U.S.C. 12101 et. seq.).
- b) In the event of the GRANTEE's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be suspended or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Contracts with the AGENCY. The GRANTEE shall, however, be given a reasonable time in which to remedy in accordance with the "Dispute Resolution" procedure set forth in Section 25 of this Contract Attachment.

E. FUNDING REIMBURSEMENT AND BUDGET

1. Reimbursement

- a) Payment to the GRANTEE shall be made on a reimbursement basis only, for eligible costs incurred, using forms provided by the AGENCY. Reimbursement shall be allowed for (1) actual costs incurred and paid. No advance payments shall be made to the GRANTEE. Purchases of goods will be reimbursed upon receipt, and services will be reimbursed upon completion of work.
- b) Each request for reimbursement shall include a state voucher form and digital images and a narrative report describing the work completed and the status of the project. The reimbursement request shall not include any costs already reimbursed by or charged against any other grant or other source. The voucher must be certified by an official of the GRANTEE with the authority bind the GRANTEE.
- c) After receiving and approving the voucher and accompanying information, the AGENCY shall promptly remit a warrant to the GRANTEE. The obligation of the AGENCY to pay any amount(s) under this Contract is expressly conditioned upon compliance with the terms of this Contract by the GRANTEE.
- d) The expenditure of state funds shall not exceed the intended state share of the total cost of the project at any time, and shall be consistent with the Legislative appropriation.
- e) The final request for reimbursement under this Contract shall be submitted by the GRANTEE to the AGENCY within fifteen (15) days following the completion of the work or other termination of the Contract and be accompanied by a final narrative report and digital images of the completed project.

2. Recapture of Funds

In the event that the GRANTEE fails to expend state funds in accordance with state law and/or the provisions of this Contract, the AGENCY reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Repayment by the GRANTEE of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the AGENCY is required to institute proceedings to enforce this recapture provision, the AGENCY shall be entitled to its cost thereof, including reasonable attorneys' fees.

3. Reduction in Funds

In the event state funds appropriated for the work contemplated under this Contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Contract period, the AGENCY may suspend or terminate the Contract under the Termination for Convenience clause without advance notice, subject to renegotiation at the AGENCY's discretion, under those new funding limitations and conditions.

F. TERMINATION AND DISPUTES

1. Dispute Resolution

- a) The parties shall make every effort to resolve disputes arising out of or relating to this Contract through negotiation.
- b) Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing according to the process set out in this Section. Either party's request for dispute hearing must be in writing and clearly state:
 1. The disputed issue(s);
 2. The relative positions of the parties;
 3. The GRANTEE's name, address, and project title.
- c) In order for this Section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this Section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person selected by the GRANTEE, one person selected by the AGENCY, and a third person chosen by the two persons initially appointed.
- d) Any hearing under this Section shall be informal, with the specific processes to be determined by the dispute panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. The dispute panel shall be governed by the provisions of this Contract in deciding the dispute(s).
- e) The parties shall be bound by the decision of the dispute panel, unless the remedy directed by that panel is outside the legal authority of either or both parties to perform as necessary, or is otherwise unlawful.
- f) Request for a dispute hearing under this Section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received written notice of the action or position of the other party that it wishes to dispute. The written agreement to use the process under this Section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.
- g) All costs associated with implementation of this process shall be shared equally by the parties.

2. Termination or Suspension for Cause

- a) In the event the AGENCY determines the GRANTEE has failed to comply with the conditions of this Contract the AGENCY has the right to suspend or terminate the

Contract. Before suspending or terminating the Contract, the AGENCY shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not completed within 30 days of receiving notice, the Contract may be terminated or suspended.

- b) In the event of termination or suspension for cause, the AGENCY may require the GRANTEE to repay all or any portion of the state funds paid to the GRANTEE prior to termination.
- c) The AGENCY may enforce this Contract by the remedy of specific performance, which includes, but is not limited to, completion of the project as described in this Contract. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the AGENCY. No remedy available to the AGENCY shall be deemed exclusive. The AGENCY may elect to exercise any combination, or all of the remedies available to it under this Contract, or under any provision of law, common law, or equity.

3. Termination for Convenience

- a) Notwithstanding any provisions of this Contract, either party may terminate this Contract by providing the other party with written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- b) In the event this Contract is terminated, the GRANTEE shall be reimbursed for eligible expenses incurred prior to the effective date of such termination and not otherwise paid for by the AGENCY, as the AGENCY reasonably determines.

4. Termination for Fraud or Misrepresentation

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Contract, the AGENCY reserves the right to terminate or amend this Contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the grant.

5. Termination Procedures

- a) After receipt of a notice of termination, except as otherwise directed by the AGENCY, the GRANTEE shall:
 - i. Stop work under the Contract on the date, and to the extent specified, in the notice;
 - ii. Place no further orders or sub-grants for materials, services, or facilities related to the Contract;
 - iii. Preserve and transfer any materials, Contract deliverables and/ or AGENCY property in the GRANTEE's possession as directed by the AGENCY.
- b) Upon termination of the Contract, the AGENCY may pay the GRANTEE for any service provided by the GRANTEE under the Contract prior to the date of termination, unless the AGENCY reasonably determines in its sole discretion that the amount due is necessary to protect the AGENCY against potential loss or liability resulting from the termination. The AGENCY shall pay any withheld amount due up to the date of termination to the GRANTEE if the AGENCY later determines that a loss or liability will not occur. GRANTEE shall not be paid for any work done after the termination date.

- b) The rights and remedies of the AGENCY under this Section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

6. Governing Law and Venue

This Contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Contract shall be the Superior Court of Thurston County, Washington. The GRANTEE, by execution of this Contract acknowledges the jurisdiction of the courts of the State of Washington.

7. Severability

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

19-10
ATTACHMENT B
PROJECT SCOPE OF WORK

PROJECT SCOPE OF WORK NARRATIVE

This project is to improve the area adjacent to the White River Valley Museum, including new roadway access, parking, exterior lighting and walkways, programmable heritage classroom, outdoor interpretive artwork, and a roundhouse inspired, programmable amphitheater with train play sculpture.

MATCH (2016/2017): The existing dark enclosed Museum lobby was removed and replaced with a glassed in entry. It is an inviting space with doors awaiting visitors walking from the newly extended entry drive (H Street) parking, lights and sidewalks. The Museum exterior was painted. H Street was extended approximately 1000 feet, and parking was improved from 24 to 46 stalls. A new monument sign was installed.

HCP (2018/2019): A 795 square foot existing garage will be remodeled into a heritage enrichment classroom. The area directly outside the garage will be transformed into a roundhouse-inspired amphitheater with phenolic resin interpretive labels telling the story of Auburn's Northern Pacific Railway Yard, and a climb-on train engine to help direct attention and provide identity—also creating an outdoor exhibit. Complementing the match funded work on the west and front of the Museum, a sculptured bird(s) (historically found in the valley) will be mounted as interpretive art and act as directional signage. A phenolic resin sign will interpret Native water fowl hunting and lifestyles—again creating an outdoor exhibit. The sculpture will serve as a visual cue to move visitors towards the new front doors of the fully renovated Museum.

PROJECT SCOPE OF WORK BY ARCHITECTURAL DIVISIONS

DIV 2 CONCRETE- Existing: concrete floor on grade, will lay down laminate flooring

DIV 4 MASONRY- Existing: 1/2 of walls are brick, 1/2 wood frame

DIV 6 WOOD, PLASTICS, & COMPOSITES- New: laminate counters and bathroom stall

DIV 7 THERMAL & MOISTURE PROTECTION- Existing: no insulation or HVAC, will bring up to code for occupied space

DIV 8 OPENINGS- Existing: 2 wooden garage doors, replace with glass doors

DIV 9 FINISHES- paint interior and exterior

DIV 10 SPECIALTIES- Existing: brick wall facing road, will mount interpretive art & labels

DIV 21 FIRE SUPPRESSION- Existing: fire extinguishers, will bring space up to code

DIV 22 PLUMBING- Existing: no plumbing, will add toilet and two sinks

DIV 23 HVAC- Existing: no HVAC, will add HVAC system to code

DIV 26 ELECTRICAL- Existing: overhead lights only, will add full electrical systems

DIV 31 EARTHWORK- New: create roundhouse amphitheater, lights, gardens, and improve parking

DIV 32 EXT. IMPROVEMENTS- New: roundhouse amphitheater, interpretive art, labels & signage

OTHER WORK IMPROVEMENTS- New: purchase tables, chairs & commission climb-on train

CERTIFICATION

The GRANTEE, by its signature, certifies that the Project Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below. The GRANTEE shall make all plans and documents funded in whole or in part by this contract available to the AGENCY upon reasonable request.

Nancy Backus
Mayor, City of Auburn

Date

19-10
ATTACHMENT C
PROJECT PURPOSE

PROJECT PURPOSE

When these projects are complete, the SW corner of a city park will be renovated with accessible drives, sidewalks, exterior lighting and parking. A relatively hidden, dark, and uninviting museum building will be bright and inviting, with signage and sculptural identifiers and exterior exhibits that will entice and lead visitors to the front door.

Patrons will enjoy a roundhouse-inspired amphitheater and read beautiful graphics about Auburn's railroading and history. Their children will want to return to the climb-on train which draws parents to the Museum. The Museum's capacity will grow to accommodate 90 students at a time on field trips—which it hosts a lot of, as well as outdoor summer programs and indoor heritage-themed family activities. With the greatly renovated park, guests will find the Museum easily by well-designed signs off of Auburn Way South; they will park in an attractive, newly renovated parking lot and be directed by artwork to a glassed-in lobby that tantalizingly shows some of the wonders that visitors can experience. Once inside, new paint and carpets greet the visitor who will discover a gem of a community heritage museum.

CERTIFICATION

The GRANTEE, by its signature, certifies that the express purpose of the grant as described in Project Purpose set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

Nancy Backus
Mayor, City of Auburn

Date

**19-10
ATTACHMENT D
PROJECT BUDGET**

Cost Category	Grantee Cost Share		HCPF	Totals
	Cash Match	In-kind	Grant Funds	
Project Staff	0	24,999	Not Eligible	24,999
Architecture/Engineering	16,333	8,000	6,200	30,533
Construction/Rehabilitation	1,075,000	0	283,630	1,358,630
Property Acquisition	0	0	0	0
Bridge Loans	0	0	0	0
Equipment	0	0	0	0
Furnishings	0	0	12,232	12,232
Landscaping	0	0	111,705	111,705
Permanent Exhibits	16,500	0	35,897	52,397
Consultants	0	0	0	0
Integral Art Projects	0	0	29,516	29,516
LEED Silver Certification	0	0	0	0
Project Travel Costs	0	0	0	0
Site Work	0	0	0	0
Pre-design	Not Eligible	0	Not Eligible	0
Value of lease	Not Eligible	0	Not Eligible	0
COST SHARE SUBTOTALS	1,107,833	32,999		1,140,832
Reimbursable Costs			479,180	479,180
HCP Administration – 3%			14,820	14,820
TOTALS		1,140,832	494,000	1,620,012
% OF TOTAL	68%	2%	30%	100%

CERTIFICATION

The GRANTEE, by its signature, certifies that the express purpose of the grant as described in Project Purpose set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below, and that the total GRANTEE cost share required for the project shall be received and expended by June 30, 2019.

Nancy Backus
Mayor, City of Auburn

Date

19-10
ATTACHMENT E
SOURCE OF AVAILABLE FUNDS

TYPE OF FUNDS	AMOUNT
GRANTEE's FUNDS (Cash Match)	
City of Auburn funding spent, work complete as of 2/2018	
--park renovation around museum buildings	\$ 1,075,000.00
--design by Berger Partnership of renovations around museum	\$ 16,333.00
GRANTEE's FUNDS (In-kind Contributions)	
--Project manager, P Cosgrove, 520 hours	\$ 24,999.00
TOTAL GRANTEE FUNDS (Cost Share)	\$ 1,116,332.00
TOTAL GRANT FUNDS (Legislative Appropriation)	\$ 494,000.00
GRANTEE TOTAL PROJECT FUNDS AVAILABLE	\$ 1,610,332.00

CERTIFICATION

The GRANTEE certifies the Source of Available Funds have been reviewed and approved by the GRANTEE's governing body or board of directors as of the date written below.

By so doing, the GRANTEE certifies that 75% of these funds are in hand at by the date below and that the remaining 25% will be in hand by June 30, 2019.

All match funds are committed in writing from respective sources and are available, and will remain committed and available solely and specifically for carrying out the project as described elsewhere in this contract. Cash match and in-kind match funds are regarded as funds restricted for use solely for the contract project purposes and are committed as such in the GRANTEE's accounting.

The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the committed funds, and shall make such records available for the AGENCY's review upon request.

Nancy Backus
Mayor, City of Auburn

Date

19-10
ATTACHMENT F
CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS

CERTIFICATION

The GRANTEE, by its signature, certifies that it shall be aware of and comply with all applicable and current federal, state, and local laws, regulations, policies, as now or hereinafter amended including, but not limited to those related to:

- Governor's Executive Order 05-05 (*regarding prior preservation review and ongoing consultation by the state and concerned tribes for any capital projects or land acquisition projects for the purpose of capital construction*)
- Prevailing Wage Law- RCW 39.12
- Hazardous Substances- RCW 70.105D Industrial Insurance- RCW 51
- Washington Law Against Discrimination- RCW 49.60
- Americans with Disabilities Act- 42.U.S.C. 12101 et. esq.
- High Performance Public Buildings (LEED)- RCW 39.35D

Nancy Backus
Mayor, City of Auburn

Date

19-10
ATTACHMENT G
PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S)

For all projects:

Permanent Address: 918 H Street SE, Auburn WA 98002

Historic Designation (if applicable): None

Washington State Legislative District #: 30

GPS Coordinates: Latitude: 47.2994381, Longitude -122.2186758

Parcel #: 192159181

Legal Description:

Museum Park- PCL A OF AUBURN LLA #BLA08-0018 REC #20090120900004 SD LLA BEING LOCATED IN NW 1/4 OF NE 1/4 OF SEC 19-21-5 TGW A SMALL TRIANGLE IN NE 1/4 OF NW 1/4 OF SD SEC LY NLY OF & ADJ TO AUBURN WAY S.

Museum Building- PCL A OF AUBURN LLA #BLA08-0018 REC #20090120900004 SD LLA BEING LOCATED IN NW 1/4 OF NE 1/4 OF SEC 19-21-5 TGW A SMALL TRIANGLE IN NE 1/4 OF NW 1/4 OF SD SEC LY NLY OF & ADJ TO AUBURN WAY S

For vessels or other fixed assets (adapt as needed):

Vessel Name: NA

Legal Owner: City of Auburn

Year Built:

Home Port: NA

U.S. Registry #: NA

Vessel Service: NA

CERTIFICATION

The GRANTEE, by its signature, certifies that the information set forth above, including property parcel number(s) and legal description(s), have been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

Nancy Backus
Mayor, City of Auburn

Date

19-10
ATTACHMENT H
LEASES, CONTRACTS, AND AGREEMENTS

Document Title	Parties	Date of Execution	Date of Expiration	Recorded in:
City of Auburn Master Plan for the Development of the Les Grove Park Community Campus	City of Auburn	December 14, 2015	None	City of Auburn
Lease	City of Auburn and White River Valley Historical Society	August 20, 1971	August 21, 2070	City of Auburn

Add additional lines if necessary

CERTIFICATION

The GRANTEE, by its signature, certifies that the leases, contracts and agreements as described in the grant application and defined above have been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

The GRANTEE also certifies that it has read and understands its obligation to hold the property for 13 years from the date of contract completion and to use the property for the express purposes of the grant as set forth in this Contract. The Grantee further certifies that it shall provide the AGENCY with notice of any and all modifications or additions to all leases, contracts and agreements made during the Contract Period of Performance or during the thirteen years following GRANTEE's completion of the project.

Nancy Backus
Mayor, City of Auburn

Date

19-10
ATTACHMENT H
LEASES, CONTRACTS, AND AGREEMENTS

Document Title	Parties	Date of Execution	Date of Expiration	Recorded in:
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Add additional lines if necessary

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The GRANTEE also certifies that it has read and understands its obligation to hold the property for 13 years from the date of contract completion and to use the property for the express purposes of the grant as set forth in this Contract. The Grantee further certifies that it shall provide the AGENCY with notice of any and all modifications or additions to all leases, contracts and agreements made during the Contract Period of Performance or during the thirteen years following GRANTEE's completion of the project.

Nancy Backus
Mayor, City of Auburn

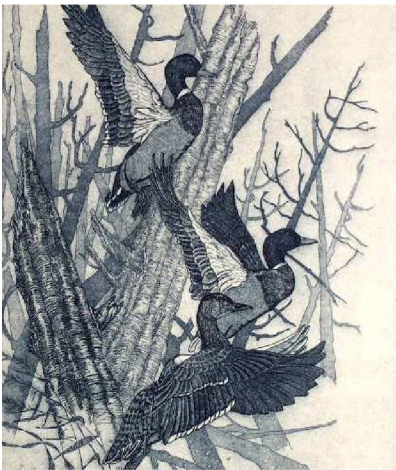
Date

“Railroads, Waterfowl, Field Trips and Family Outings”

A \$497,308 Heritage Capital Program Request by the City of Auburn

As part of an overall City of Auburn park renovation we propose to improve the area adjacent to the White River Valley Museum, including new roadway access, parking, exterior lighting and walkways, programmable meeting/classroom, outdoor interpretive artwork, and a roundhouse inspired, programmable amphitheater with train play sculpture.

RAILROADS: Auburn is an old railroading town. Park improvements will include a roundhouse-inspired outdoor amphitheater, educational signage about railroading and a climb-upon train. “Let’s meet at the train sculpture!”



WATERFOWL: Auburn’s riverine environment was a haven for waterfowl, which was hunted by Native Americans and pioneers as a major source of food. We propose to install a group of sculpted waterfowl which will act as directional signage, leading visitors from the new parking area to the Museum’s entry. This artwork will be accompanied by interpretive signage about the area’s human and environmental history.

FIELD TRIPS: We will renovate an existing garage space into a classroom to allow larger groups of students to visit the White River Valley Museum. Over 3500 students participate in curricular based fieldtrips at this gem of a Museum each year.



FAMILY OUTINGS: Auburn’s parks are used by 1000s of families who will enjoy the new classroom/meeting space, amphitheater, educational artwork and play sculpture. This kind of outdoor play is vitally important to growing and sustaining a healthy community.