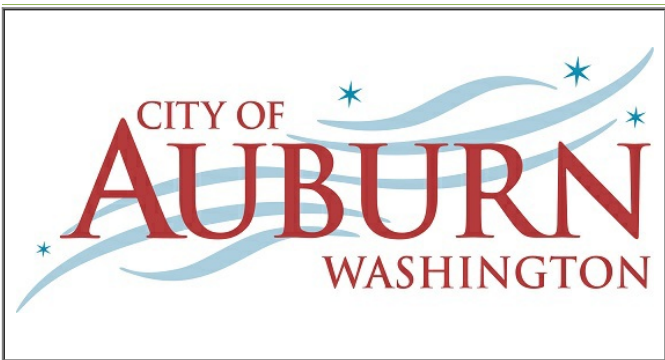


	City Council Study Session PWCD SFA March 14, 2022 - 5:30 PM City Hall Council Chambers and Virtual AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. PUBLIC PARTICIPATION

A. Public Participation

The Auburn City Council Meeting scheduled for Monday, March 14, 2022 at 5:30 p.m. will be held in person and virtually.

Virtual Participation Link:

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

Zoom: <https://us06web.zoom.us/j/87472178826>

The public can also view the meeting on YouTube:
<https://www.youtube.com/user/watchauburn/live/?nomobile=1>

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

253 215 8782
888 475 4499 (Toll Free)

Webinar ID: 874 7217 8826

B. Roll Call

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Ordinance No. 6850 (Thomas)(20 Minutes)

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

- B. Legislative Update (Hinman)(10 Minutes)

IV. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

- A. Capital Projects Status Report and Feature Project (Gaub)(15 Minutes)
- B. 2021 State of Our Streets (SOS) (Gaub)(20 Minutes)
- C. Ordinance No. 6851 (Gaub)(15 Minutes)
An Ordinance amending Auburn City Code (ACC) Sections 13.48.005, 13.48.010, 13.48.180, 13.48.240, and 13.48.440 regarding the City's storm drainage system
- D. Ordinance No. 6852 (Gaub)(5 Minutes)
An Ordinance granting to new Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, a franchise for wireless telecommunications
- E. Ordinance No. 6855 (Gaub)(5 Minutes)
An Ordinance creating Chapter 10.55 of the Auburn City Code (ACC) relating to personal delivery devices
- F. Overview of 2024 Periodic Comprehensive Plan Update Program (Tate)(20 Minutes)
A presentation as an introduction to the Periodic Comprehensive Plan update due in 2024, including anticipated program milestones
- G. Ordinance No. 6857 (Tate)(20 Minutes)
An Ordinance relating to health and safety regulation, revising graffiti removal criteria, and to create consistent timelines for civil penalties for violations by amending Chapters 1.25 and 8.13 of the Auburn City Code (ACC)

V. OTHER DISCUSSION ITEMS

VI. NEW BUSINESS

VII. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6850 (Thomas)(20 Minutes)

Date:

March 8, 2022

Department:

Finance

Attachments:

[Memo](#)

[Ordinance No. 6850](#)

[Schedule A](#)

[Schedule B](#)

Budget Impact:**Administrative Recommendation:**

For discussion only.

Background for Motion:**Background Summary:**

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

Reviewed by Council Committees:

Councilmember: Baggett

Staff:

Thomas

Meeting Date: March 14, 2022

Item Number:



Interoffice Memorandum

To: City Council
From: Jamie Thomas, Finance Director
CC: Nancy Backus, Mayor
Date: March 9, 2022
Re: Ordinance #6850 – 2021-2022 Budget Amendment #5

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 1: 2022 Budget as Amended

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

Attachments:

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

ORDINANCE NO. 6850

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

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

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

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

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

WHEREAS, the City of Auburn deems it necessary to appropriate additional funds to the various funds of the 2022 budget as outlined in this Ordinance (BA#5);
and

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

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

Section 1. Amendment of the 2021-2022 Biennial Budget. The 2021-2022 Biennial Budget of the City of Auburn is amended pursuant to Chapter 35A.34 RCW, to reflect the revenues and expenditures as shown on Schedule “A” attached hereto and incorporated herein by reference. The Mayor of the City of Auburn, Washington is hereby authorized to utilize revenue and expenditure amounts shown on said Schedule “A” and Schedule “B”. A copy of said Schedule “A” and Schedule “B” is on file with the City Clerk and available for public inspection.

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

PUBLISHED: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Schedule B
2021 Ending Fund Balance/Working Capital
by Fund

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Capital Projects Status Report and Feature Project (Gaub)(15 Minutes)

Date:

March 7, 2022

Department:

Public Works

Attachments:

[Capital Projects Status Report](#)
[Presentation](#)

Budget Impact:

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

Administrative Recommendation:

For discussion only.

Background for Motion:**Background Summary:**

The purpose of this discussion is to inform the Council and Public of the overall status of the City's Capital Project program managed by the Engineering Services Division and to present the 2022 first quarter feature capital project, the 4th Street SE Preservation – Auburn Way South to L Street SE project (Project No. CP2102). This Project will replace aging City underground utilities, remove sidewalk obstructions, replace sidewalks (as needed), replace curb ramps (as needed), improve street lighting, and construct a new roadway surface. Construction of this project is anticipated to start in March 2022 and be complete in the Fall 2022.

The Capital Project Group of Engineering Services is currently managing 47 projects, totaling approximately \$90 million in total project costs. Of these projects, 26 are in design and 21 are under construction. Over the course of the next month, 5 projects that are currently in design are expected to enter the construction phase and 7 projects that are currently in construction will enter Project Closeout and will then be removed from the Capital project Status Report.

Reviewed by Council Committees:

Councilmember: Stearns

Staff:

Gaub

Meeting Date: March 14, 2022

Item Number:

Capital Project Status Report

Public Works Department - Engineering General Services Division

Construction Projects

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
CP1416	F St SE Non-Motorized Improvements This project will reconstruct F St SE from 4th St SE to Auburn Way South, including adding new sidewalks, curb and gutter, street lighting, streetscape elements, and safety improvements. Some sections of water and sewer lines will be replaced and overhead utilities will be relocated underground. Some ROW acquisition was necessary. The project also includes bike boulevard and way-finding components between Auburn Station and Les Gove Community Campus.	\$4,168,444 (Includes Federal Grant Funds)	QTR 2 (APR-JUN) 20	QTR 1 (JAN-MAR) 22	Seth Wickstrom	Physical Completion was issued on January 26, 2022. Processing final pay. Grant closeout is also underway.	Jacobs	Sound Pacific Construction
CP1903	Auburn Way North Preservation Phase 2 This project will grind and overlay Auburn Way N from approximately 8th Street NE to 22nd Street NE, remove unused driveways, and upgrade curb ramps and pedestrian signals as needed to meet ADA requirements.	\$1,631,206 (Includes Federal Grant Funds)	QTR 2 (APR-JUN) 20	QTR 1 (JAN-MAR) 22	Luis Barba	Punch list work is complete. WSDOT final inspection was completed on January 27, 2022. Processing final pay. This project is combined with CP1904 for construction.	N/A	Sound Pacific Construction

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
CP1904	Auburn Way North Preservation Phase 3 This project will grind and overlay Auburn N/S from approximately 4th Street SE to 8th Street NE, remove unused driveways, and upgrade all curb ramps and pedestrian signals to meet ADA requirements.	\$2,465,339 (Includes Federal Grant Funds)	QTR 2 (APR-JUN) 20	QTR 1 (JAN-MAR) 22	Luis Barba	Punch list work is complete. WSDOT final inspection was completed on January 27, 2022. Processing final pay. Project is combined with CP1903 for construction.	N/A	Sound Pacific Construction
CP1618	Lake Tapps Parkway ITS Expansion Project Construction of new Intelligent Transportation System (ITS) infrastructure along Lake Tapps Parkway and A St SE. New infrastructure includes new communication lines, Variable Message Sign, ITS cameras, network upgrades, wireless connections, an interconnection with Sumner at 8th St E, & weather stations at Lakeland hills. The project will also replace some aerial copper communication lines along A St SE.	\$1,130,000 (Includes Federal Grant Funds)	QTR 3 (JUL-SEP) 20	QTR 4 (OCT-DEC) 21	Jai Carter	Physical Completion was issued on December 2, 2021. Processing final pay.	Transpo Group	Mill Plain Electric
CP1916	Academy Pump Station 1 Replacement This project demolishes and replaces Pump Station 1, repurposes Pump Station 2 into a storage facility, replaces backup power systems at the site, and replaces/installs underground water main to the facility.	\$4,352,479	QTR 2 (APR-JUN) 21	QTR 3 (JUL-SEP) 22	Jeffrey Bender	Construction of the exterior walls has begun. Pumps and motors were delivered to the site and installed. Contractor is installing the roof structural support members. Once the roof members are installed the contractor will complete the structural wall. Insulation and exterior veneer will be starting in March.	Carollo	McClure & Sons, Inc.

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
CP1927	Auburn Way N and 1st Street NE Signal Replacement This project will replace the existing traffic signal at Auburn Way North and 1st Street NE with a new traffic signal per the City of Auburn standards and the Downtown standards. The project also includes adding left turn pocket on 1st Street NE and flashing yellow arrows in all four directions.	\$1,606,514	QTR 3 (JUL-SEP) 21	QTR 2 (APR-JUN) 22	Matt Larson	Construction work has been suspended due to weather conditions and the procurement of critical materials. It is anticipated that work will resume in April 2022.	N/A	RW Scott Construction
CP1922	Lead Service Line Replacement Project The purpose of this project is to provide improvements to the City's water distribution system, and avoid any potential public health issues associated with existing lead gooseneck service line infrastructure. The project will replace approximately 7,100 linear feet of water main, approximately 190 water services, potentially reconstruct 13 street segments and upgrade associated drainage, curb & gutter, curb ramps; as well as grind and overlay 4 street segments.	\$7,697,532	QTR 4 (OCT-DEC) 21	QTR 3 (JUL-SEP) 22	Jai Carter	The contractor is currently installing new water main and services on D St SE between 2nd St SE and 4th St SE; and at 2nd St NE between Auburn Way N and E St NE. Water main installation and services have been completed at the following locations: 10th Street SE, 11th Street SE, 14th St SE, N St NE, and Pike Street NE.	MurraySmith	Pivetta Brothers Construction

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
CP2012	M Street SE Sidewalk Improvements Project will design and construct missing sections of sidewalk along M Street SE between Auburn Way S and 8th St SE. The project scope includes installation of sidewalk, ADA curb ramps and street lighting.	\$749,542 (Includes State Grant Funds)	QTR 2 (APR-JUN) 21	QTR 1 (JAN-MAR) 22	Luis Barba	Physical Completion was granted on January 11, 2022. Processing Final Pay.	N/A	CCT Construction Inc.
CP2003	2nd Street SE Preservation Project This project will reconstruct the pavement on 2nd Street SE between A Street SE and Auburn Way S. The project will also replace 450 feet of sewer main, construct new curb ramps, install new LED Street lighting, replace curb & gutter as needed, and upgrade drainage infrastructure as needed.	\$1,163,755 (Includes State Grant Funds)	QTR 2 (APR-JUN) 22	QTR 4 (OCT-DEC) 22	Jai Carter	Bids were opened on February 8, 2022. Apparent low bidder is Ceccanti, Inc. City staff is performing reference checks and other verifications to determine if the apparent low bidder meets the responsible bidding criteria.	N/A	Ceccanti, Inc. (Pending)
CP2010	2021 Sewer Repair and Replacement Project This project plans to replace a total of approximately 2585 LF of 8"-10" diameter sewer line at 9 separate sites and construct 10 spot repairs.	\$2,400,000	QTR 2 (APR-JUN) 21	QTR 1 (JAN-MAR) 22	Jai Carter	Contractor is currently working on Site #17 (M Street SE). Pavement restoration work will begin as weather permits beginning the week of March 7, 2022.	N/A	Nordvind Company
CP2011	Lakeland Hills Way Preservation Grind, patch, and overlay Lakeland Hills Way from 57th Drive SE to Lake Tapps Dr SE.	\$1,646,000	QTR 2 (APR-JUN) 21	QTR 1 (JAN-MAR) 22	Seth Wickstrom	Physical Completion was granted on February 22, 2022. Processing final pay.	N/A	ICON Materials

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
CP2017	2021 Storm Renewal and Replacement Project The purpose of this project is to repair and replace storm system infrastructure throughout the City, at eight different locations. Improvements will eliminate known drainage issues and reduce maintenance efforts.	\$1,100,000	QTR 3 (JUL-SEP) 21	QTR 1 (JAN-MAR) 22	Luis Barba	The contractor has completed all underground utility work. The construction will go into suspension until an ideal weather window is available to perform pavement restoration work at each site. It is anticipated work will be completed by April 2022.	N/A	Northwest Cascade
CP2019	2021 Local Street Reconstruction and Preservation This project will design and construct the following improvements: Site #1 (G St SE from E Main to 4th St SE) - Full depth pavement re-build; replace water main incl. water services; upgrade storm drainage system as needed; and upgrade curb ramps to meet ADA. Site #2 (Riverwalk/Forest Ridge) - Grind and overlay the roadway; replace water main incl. water services; upgrade storm drainage system on 24th Ave/St. SE; and upgrade curb ramps to meet ADA.	\$5,660,000	QTR 2 (APR-JUN) 21	QTR 2 (APR-JUN) 22	Kim Truong	Both project sites are suspended until the spring of 2022 for suitable weather to perform the final paving. At both sites, all the underground utilities, concrete work, major restoration, and the base asphalt pavement section have been completed.	Jacobs Engineering	Tucci & Sons

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
CP2007	Lea Hill Rd Bridge Deck Preservation The project will grind and overlay the Lea Hill bridge deck in an effort to extend the overall service life of the bridge.	\$980,642 (Includes Federal Grant Funds)	QTR 1 (JAN-MAR) 22	QTR 2 (APR-JUN) 22	Kim Truong	Notice to proceed with construction was issued on December 17, 2021. The construction contract has been suspended due to unsuitable weather for bridge deck construction work. It is anticipated that the construction work will begin in April 2022. This project is combined with CP2006 for construction.	KPFF	Combined Construction
CP2006	3rd Street SW Bridge Decks Preservation The project will seal and overlay the 3rd Street SW bridge decks in an effort to extend the overall service life of the bridges.	\$588,935 (Includes Federal Grant Funds)	QTR 1 (JAN-MAR) 22	QTR 2 (APR-JUN) 22	Kim Truong	Notice to proceed with construction was issued on December 17, 2021. The construction contract has been suspended due to unsuitable weather for bridge deck construction work. It is anticipated that construction work will begin in April 2022. This project is combined with CP2007 for construction.	KPFF	Combined Construction
CP2102	4th Street SE Preservation This Project will replace pavement and utilities on 4th Street SE from Auburn Way South to L Street SE. The project will also include replacement of City utilities, removal of sidewalk obstructions, replacement of sidewalk and curb ramps as needed to address ADA requirements, street lighting, and other improvements.	\$5,938,883	QTR 1 (JAN-MAR) 22	QTR 4 (OCT-DEC) 22	Jeffrey Bender	Preconstruction meeting was held on February 23, 2022. Notice to proceed with construction is anticipated to be issued on March 4, 2022 with the first working day on March 7, 2022.	HDR	Reed Excavating and Trucking

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
CP2106	2021 Sidewalk and ADA Improvements The purpose of this project is to improve pedestrian accessibility and safety throughout the City. The project includes numerous sites throughout the City where curb ramps are missing or need to be improved, where sidewalks are in need of repair or improvement, and where pedestrian crosswalk improvements are desired.	\$490,463 (Includes Federal Grant Funds)	QTR 4 (OCT-DEC) 21	QTR 1 (JAN-MAR) 22	Kim Truong	Physical Completion was granted on February 9, 2022. Processing final pay.	N/A	Reign City Service
CP2115	Deduct Meter Replacement, Phase 3 This project will replace the remaining deduct meters (approximately 68) within the City limits, including replacing related piping and restoration.	\$729,154	QTR 1 (JAN-MAR) 22	QTR 3 (JUL-SEP) 22	Jeffrey Bender	Preconstruction meeting was held on February 1, 2022. Notice to proceed with construction was issued on February 18, 2022 with the first working day on February 22, 2022. The contractor is currently working on submittals and marking the first set of sites for saw cutting.	N/A	Nordvind Company
CP2008	Parking Lot Improvements This project consists of troubleshooting and replacing outlets with enclosures, replacing light fixtures, removing light poles, and installing new downtown pedestrian poles with foundations.	\$99,000	QTR 3 (JUL-SEP) 21	QTR 2 (APR-JUN) 22	Aleksey Koshman	The construction contract has been suspended for the procurement of long lead-time materials. It is anticipated that the work will resume the first week of April 2022.	N/A	West Coast Signal

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
CP2120	Auburn Way Pavement Patching The Auburn Way Pavement Patch project will grind and overlay asphalt to meet the City of Auburn standards at locations where previous temporary patching has been completed by the City water department.	\$150,000	QTR 1 (JAN-MAR) 22	QTR 3 (JUL-SEP) 22	Aleksey Koshman	This project has been combined with CP2115. See CP2115 for recent progress.	N/A	Nordvind Company
CP2137	Frontage Road Culvert Repair, Phase 1 This project will be completed in 2 phases. Phase 1 will remove the curb, gutter, sidewalk, reinforced concrete support structure, fencing and remove the obstruction. Phase 2 will restore the roadway, install a large rock headwall to support the east edge of the road to prevent sloughing into the channel, install a concrete barrier in place of the fence, relocate the existing catch basin to the north at the south end of the existing driveway and stabilize the west shoulder of the road.	\$60,000	QTR 1 (JAN-MAR) 22	QTR 2 (APR-JUN) 22	Jeffrey Bender	Notice to proceed with construction was issued on February 25, 2022 with the first working day on February 28, 2022.	N/A	Iron Creek Construction

Design Projects

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
CP1603	Coal Creek Springs Transmission Main Repair The project will construct a second, parallel transmission pipeline over the White River suspended from a new pedestrian bridge, inspect the existing steel transmission main for possible leaks and repair the leaks, if any.	\$4,393,521	QTR 4 (OCT-DEC) 22	QTR 3 (JUL-SEP) 23	Seth Wickstrom	Environmental permitting underway. Design team is currently working on the Hydraulic Project Approval permit which is expected to be submitted the State Department of Fish and Wildlife in May 2022.	Jacobs	TBD
MS1811	Auburn Airport Runway Extension - Property Acquisition Phase Acquire a portion of the King County Park & Ride as part of the Auburn Airport Runway Enhancement Project (Project Number CP1516).	\$555,600 (Includes Federal Grant Funds)			Seth Wickstrom	Final short plat fully signed. King County Council is in the process of approving sale. Short plat recording and purchase of property is expected to occur in early March 2022.	N/A	N/A

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
CP1622	Auburn Way South Improvements - Hemlock St SE to Poplar St SE Roadway widening to create a five-lane cross section with two general purpose travel lanes in each direction, and a two-way center left-turn lane. A new roundabout is proposed near the Noble Court intersection to support access to Chinook Elementary School. Additionally, curb and gutter, 10 foot sidewalks, illumination, transit stop improvements, storm water improvements, water main extension, and access management (where feasible) with accommodation for U-turns are proposed.	\$5,105,087 (Includes Federal Grant Funds)	QTR 1 (JAN-MAR) 24	QTR 3 (JUL-SEP) 25	Jeffrey Bender	Coordination efforts with WSDOT and Auburn School District related to the Chinook Elementary improvements are ongoing. The design team has finalizing the design concept. Consultant design team is working on the 30% design submittal which is anticipated to be completed by April 14, 2022.	Parametrix	TBD
CP2207	10th St NW/A Street NW Intersection Improvements The project will construct a new traffic signal at the intersection in place of the existing stop control on the 10th Street NW approach.	\$1,000,000	QTR 1 (JAN-MAR) 23	QTR 4 (OCT-DEC) 23	Jeffrey Bender	The project charter has been executed. Design survey is anticipated to start in March 2022.	N/A	TBD
CP2121	Riverwalk Drive SE Non-Motorized Improvements In partnership with the MIT the project will complete the sidewalk gap along the east side of Riverwalk Drive SE between Auburn Way S and Howard Road SE. The project also include lighting and storm improvements and an RRFB at Howard Road.	\$1,827,000 (Includes State Grant Funds)	QTR 1 (JAN-MAR) 23	QTR 3 (JUL-SEP) 23	Jeffrey Bender	Consultant design team is working on the 15% design submittal which is anticipated to be completed by March 25, 2022.	HDR	TBD

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
CP2018	S. 330th St and 46th Place S Storm Improvements Relocate existing storm system located on private property, into approximately 350 linear feet of new 24-inch storm pipe within the public right-of-way. Improvements will include replacing existing outfall structure and connections of private drainage pipes.	\$379,000	TBD		Luis Barba	SEPA period has been completed, no comments were received. JARPA for environmental permitting phase of project was submitted on January 24, 2022.	N/A	TBD
CP2009	Rainier Ridge Pump Station This project will replace the Rainier Ridge Sewer Pump Station and its associated force main (approximately 725 ft).	\$3,415,000	QTR 4 (OCT-DEC) 22	QTR 4 (OCT-DEC) 23	Jai Carter	Design is underway. The preliminary proposed alternative has been identified. Further investigation is underway to vet the preliminary proposed alternative feasibility.	Kennedy Jenks	TBD
CP2022	Garden Avenue Realignment The project will create a new east/west connection between Garden Ave (102nd Ave SE) and 104th Ave SE and remove the existing Garden Ave connection to 8th St NE and replace it with a permanent cul-de-sac. The project will also demolish an existing building and acquire the ROW needed for the roadway. Utility improvements include storm drainage needed to support the roadway surface; approx. 1500 ft of new/replaced watermain; and approx. 220 ft of sewer line.	\$1,383,000	QTR 1 (JAN-MAR) 23	QTR 4 (OCT-DEC) 23	Kim Truong	City design team is working toward 30% design submittal which is anticipated to completed in March 2022. ROW acquisition phase has begun.	N/A	TBD

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
CP2021	Well 4 Facility Improvements This project will evaluate whether replacing the soft starter with a VFD would allow the existing generator to function as designed or if the generator is undersized and needs to be replaced. The project will include a comprehensive investigation and evaluation of the well operation, replacing the aging control valve, gate valves and air relief system.	\$977,000	QTR 3 (JUL-SEP) 22	QTR 1 (JAN-MAR) 23	Seth Wickstrom	Consultant design team has determined that the soft starter settings need to be adjusted for the generator to function as designed and a new VFD or generator are not needed. Design team is currently determining which specific well components to replace for the construction project scheduled to start in QTR 3 2022.	Carollo	TBD
CP2130	37th St NW Flood Control - Phase 2 The purpose of the project is to alleviate significant annual flooding at the 1000 block of 37th St NW of Auburn, Washington, by upgrading the drainage system with a box culvert.	\$151,483	TBD	TBD	Luis Barba	Project is currently on hold. Funding for the project has expired and the City is working with PSE to closeout design phase.	N/A	TBD
CP2112	High Friction Surface Treatment The project will install high friction surface treatment (HFST) at six different curved roadway segments throughout the City. The HFST involves the application of fine/rough aggregate to the pavement using a polymer binder to increase pavement friction. The higher pavement friction helps motorists maintain better control in both dry and wet driving conditions.	\$420,000 (Includes Federal Grant Funds)	QTR 2 (APR-JUN) 22	QTR 3 (JUL-SEP) 22	Aleksey Koshman	90% design review is complete and the city design team is finalizing the contract documents. It is anticipated that this project will be advertised for bids in April 2022.	N/A	TBD

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
CP2110	Regional Growth Center Access Improvements The project would improve the 3rd Street NE/4th Street NE intersections with Auburn Ave and Auburn Way N. The project will improve non-motorized access and traffic operations and circulation. The project adds the northbound left-turn movements and a northbound/southbound crosswalk at 3rd St/Auburn Ave, and removes the split phase operations at 4th St/Auburn Way N.	\$2,295,000	QTR 1 (JAN-MAR) 23	QTR 4 (OCT-DEC) 23	Seth Wickstrom	Consultant design team working on 60% submittal package which is expected to be complete in May 2022.	TranspoGroup	TBD
CP2107	PW M&O Facility Improvements Phase 1 This project will enclose the existing 8 bay fleet covered parking area by installing full height mechanically operated doors. This project will also expand the existing PW M&O main building for a new Central Stores. The existing building will be reconfigured to increase the fleet maintenance area. To accommodate the addition, an existing 8" watermain will need to be relocated and upsized (12") to improve fire flow to the building.	\$910,000	QTR 4 (OCT-DEC) 22	QTR 4 (OCT-DEC) 23	Matt Larson	Design work is underway. The consultant design team is evaluating the existing buildings in preparation of developing preliminary cost estimates for the proposed improvements.	Page & Beard Architects	TBD

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
CP2119	Arterial Pedestrian and Bike Safety Project This project will improve pedestrian safety and accessibility by replacing curbs ramps to meet ADA, installing Rectangular Rapid Flashing Beacon, infill gaps in the sidewalk and storm improvements.	\$340,000 (Includes State Grant Funds)	QTR 2 (APR-JUN) 22	QTR 3 (JUL-SEP) 22	Aleksey Koshman	90% design review is complete and the city design team is finalizing the contract documents. It is anticipated that this project will be advertised for bids in late March 2022.	N/A	TBD
CP2118	North Airport Stormwater Improvements Phase 2 Eliminate an existing surface pond and convert the existing surface pond to an underground stormwater chamber detention facility at the Auburn Municipal Airport. Removing these ponds from the surface at the airport will eliminate the existing bird netting and vegetation management issues for these two ponds.	\$1,235,000	QTR 2 (APR-JUN) 22	QTR 4 (OCT-DEC) 22	Seth Wickstrom	15% design submittal from the consultant design team is under review by City staff. City staff are currently reviewing the design alternatives with the City storm drainage modeling consultant to select a preferred alternative.	PACE	TBD
CP2111	Community Center Parking Lot Improvements This project will resurface the main drive that serves the Community and Event Center. Replacing the existing pervious concrete pavement with hot mix asphalt pavement. Pavement restriping will be necessary for some of the existing parking stalls affected by the removal and replacement of the pavement.	\$250,000	QTR 2 (APR-JUN) 22	QTR 2 (APR-JUN) 22	Kim Truong	Design is complete and this project was advertised for bids on February 24, 2022. Bid opening is scheduled on March 10, 2022.	N/A	TBD

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
CP2116	R Street SE/29th Street SE Intersection Improvement The project will make intersection improvements at 29th St SE and R St SE and add a second southbound lane, to address level of service deficiencies. The project will include underground utility work, as well as preservation of the project limits, and installation of street lighting.	\$7,910,000	QTR 1 (JAN-MAR) 24	QTR 4 (OCT-DEC) 24	Luis Barba	Design is underway. A design kickoff meeting and field walk-through meeting was conducted on January 27, 2022.	HDR	TBD
CP2117	A Street SW Loop The project will construct a new one-way (eastbound) roadway connection between A Street SW/S Division Street and A Street SE. The new intersection with A Street SE will allow an unsignalized right-turn movement onto southbound A Street SE, providing an alternative to the intersection of 3rd Street SE and A Street SE, which does not meet adopted LOS standards.	\$1,932,000 (Includes Federal Grant Funds)	QTR 3 (JUL-SEP) 23	QTR 3 (JUL-SEP) 24	Luis Barba	Consultant design team is working on the 15% design submittal which is anticipated to be completed in mid-February 2022.	Otak	TBD

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
CP2129	Auburn Way S (SR 164) Southside Sidewalk Construct approximately 1,700 feet of new sidewalk along the south side of Auburn Way S between Howard Road and the existing sidewalk that begins to the west of the intersection with Muckleshoot Plaza. The project will also install a rectangular rapid flashing beacon (RRFB) where Auburn Way S intersects Howard Rd (near Frugal's Restaurant).	\$845,000 (Includes State Grant Funds)	QTR 1 (JAN-MAR) 23	QTR 4 (OCT-DEC) 23	Seth Wickstrom	Design survey work is underway and is scheduled to be complete in April 2022.	N/A	TBD
CP2123	C Street SW Preservation This Project will grind and overlay C Street SW between W Main Street and the GSA signal (approximately 2,000 feet to the south of 15th Street SW). As part of the project, non-ADA compliant curb ramps and pedestrian push buttons will be upgraded, and c-curbing and vehicle detection loops will be replaced as needed. There are also, water, storm and sewer improvements along a portion of C St SW.	\$2,946,544 (Includes Federal Grant Funds)	QTR 1 (JAN-MAR) 23	QTR 3 (JUL-SEP) 23	Kim Truong	Design survey is nearing completion. The City design team is working toward 30% design submittal which is anticipated to be done in April 2022.	N/A	TBD

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
CP2125	D Street SE and 23rd Street SE Storm Improvements Project The purpose of this project is to eliminate localized flooding and make better use of available capacity in the 21st St SE Regional Infiltration Storm Pond by extending and connecting existing storm infrastructure to the storm system in 21st St SE at D St SE and at K St SE.	\$5,295,000	QTR 1 (JAN-MAR) 23	QTR 4 (OCT-DEC) 23	Jai Carter	City has selected MurraySmith as the design consultant for this project. Scope and fee negotiations are underway. It is anticipated that design work will begin in April 2022.	MurraySmith	TBD
CP1612	Auburn Arts & Culture Center - Fire Suppression Connection This project will supply water to the fire suppression system that will be constructed as part of the Auburn Arts and Culture Center Renovation project. A supply line will be extended from the 8" water main under the west bound lanes of 1st Street NE to the Fire Department Connection near the NW corner of the Arts and Culture Center building, located at 20 Auburn Ave.	\$220,000	QTR 2 (APR-JUN) 22	QTR 2 (APR-JUN) 22	Luis Barba	90% design review is complete and the City design team is finalizing the contract documents. It is anticipated that this project will be advertised for bids in March 2022.	N/A	TBD

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
CP2201	Airport T-Hangar Upgrades Remove and replace the electric role up canvas doors on the J Hangar row at the Auburn Municipal Airport. Enclose at least 1 row of the 4 existing "open" hangars (E through H Hangar rows) by installing partition walls and manual sliding doors. One additional row of the 4 existing "open" hangars rows will also be enclosed if the budget allows.	\$1,000,000	QTR 4 (OCT-DEC) 22	QTR 1 (JAN-MAR) 23	Seth Wickstrom	City has selected KPFF as the design consultant for this project. Scope and fee negotiations are underway. It is anticipated that design work will begin in April 2022.	KPFF	TBD
CP2137	Frontage Road Culvert Repair, Phase 2 This project will be completed in 2 phases. Phase 1 will remove the curb, gutter, sidewalk, reinforced concrete support structure, fencing and remove the obstruction. Phase 2 will restore the roadway, install a large rock headwall to support the east edge of the road to prevent sloughing into the channel, install a concrete barrier in place of the fence, relocate the existing catch basin to the north at the south end of the existing driveway and stabilize the west shoulder of the road.		QTR 3 (JUL-SEP) 22	QTR 3 (JUL-SEP) 22	Jeffrey Bender	Consultant scope and fee negotiations are complete. On-Call task assignment is being routed for review. Design is anticipated to start in March 2022.	KPFF	

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
CP2131	2022 Sidewalk and ADA Improvements The purpose of this project is to improve pedestrian accessibility and safety throughout the City. The project includes numerous sites throughout the City where curb ramps are missing or need to be improved, where sidewalks are in need of repair or improvement, and where pedestrian crosswalk improvements are desired.	\$335,000 (Includes Federal Grant Funds)	QTR 2 (APR-JUN) 22	QTR 3 (JUL-SEP) 22	Kim Truong	City design team completed the 90% design submittal on February 23, 2022 which is currently under review.	N/A	TBD
MS2115	2022 Channelization Project This project will restore thermoplastic pavement markings (i.e. crosswalks, stop lines, arrows and legends), install Methyl Methacrylate (MMA) markings for "cat-tracks", refresh paint striping and installing raised pavement markers (RPMs) at various locations across the City.	\$370,000	QTR 2 (APR-JUN) 22	QTR 2 (APR-JUN) 22	Aleksey Koshman	City design team completed 90% design submittal on February 23, 2022 which is currently under review.	N/A	TBD

ENGINEERING SERVICES

CAPITAL PROJECT STATUS REPORT & FEATURE PROJECTS

**RYAN VONDRAK & JEFF BENDER
CITY COUNCIL STUDY SESSION
MARCH 14, 2022**

Public Works Department

Engineering Services • Airport Services • Maintenance & Operations Services

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CELEBRATION

CAPITAL PROJECTS – CURRENT STATUS

47 Active Capital Projects (Approximate total project value \$90 million)

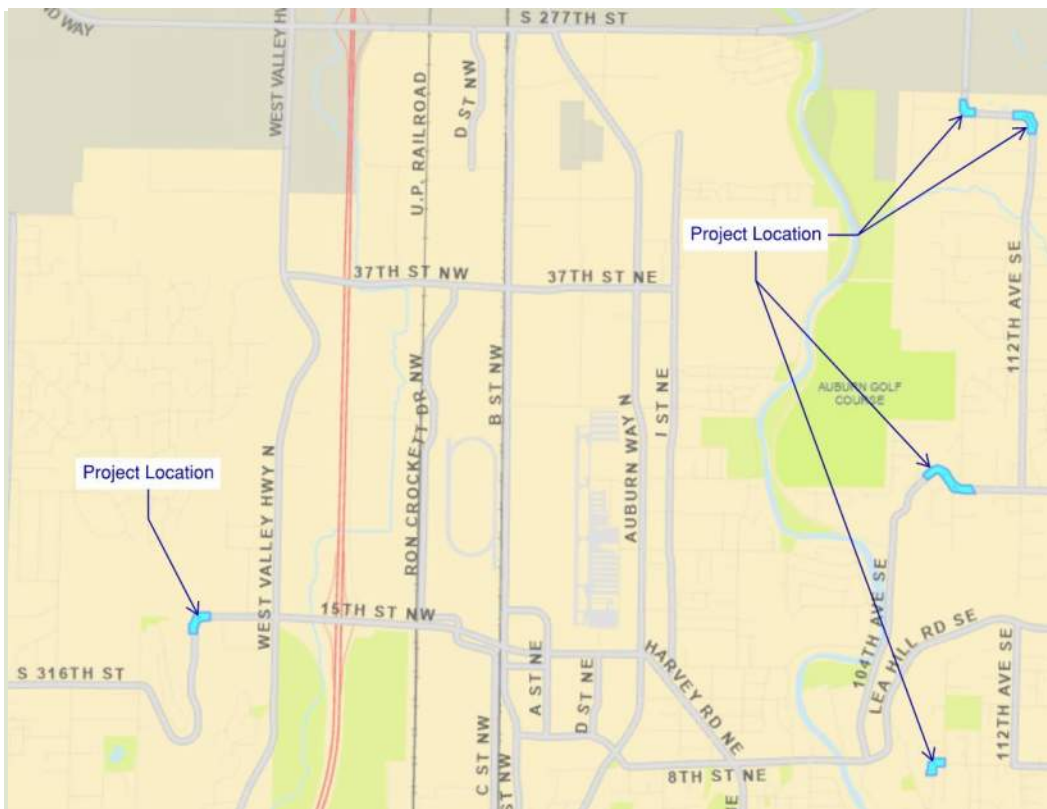
- 26 in Design Phase (Approximate total project value \$45.5 million)
- 21 in Construction Phase (Approximate total project value \$44.5 million)

CAPITAL PROJECTS – CONSTRUCTION



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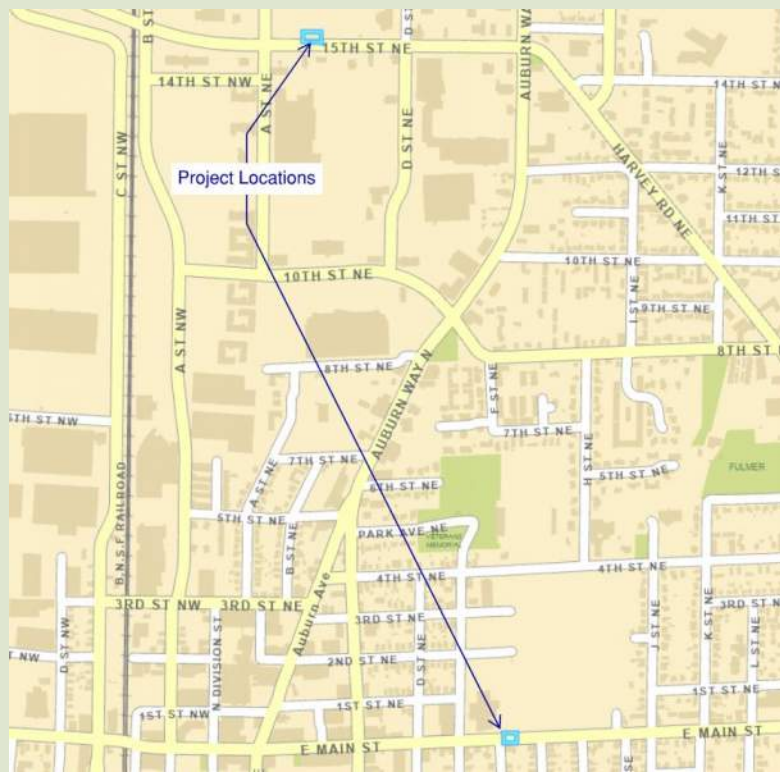
CP2112 HIGH FRICTION SURFACE TREATMENT



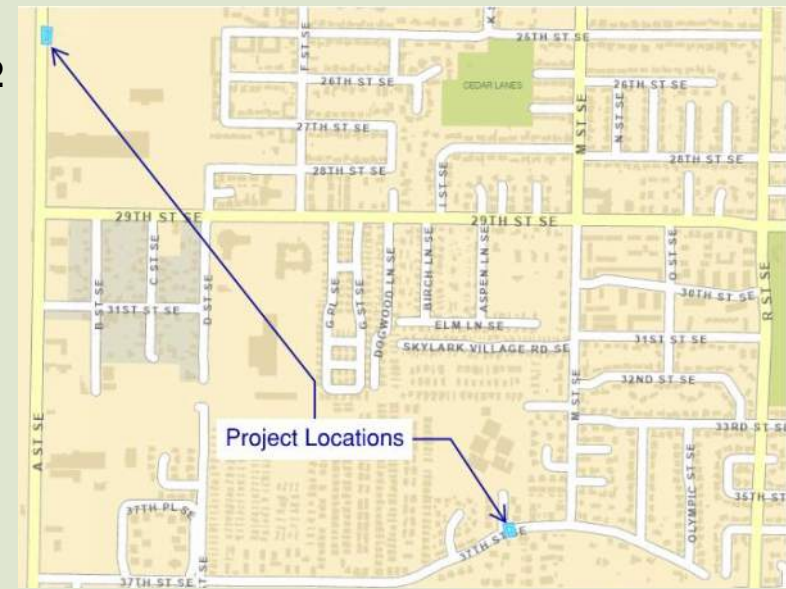
- Page 12 in CPS Report
- Perform Pavement Patching
- Install High Friction Surface Treatment
- Construction June 2022

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CP2119 ARTERIAL PEDESTRIAN AND BIKE SAFETY



- Page 14 in CPS Report
- Replacing Curb Ramps
- Fill in Sidewalk Gap
- Install Rectangular Rapid Flashing Beacon
- Storm Improvements
- Construction May 2022



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CP1612 AUBURN ARTS & CULTURE CENTER FIRE SUPPRESSION CONNECTION



- Page 17 in CPS Report
- Construct water supply line for the fire suppression system
- Construction April 2022

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FEATURE CAPITAL PROJECTS:

4TH STREET SE PRESERVATION (AUBURN WAY SOUTH TO L STREET SE)

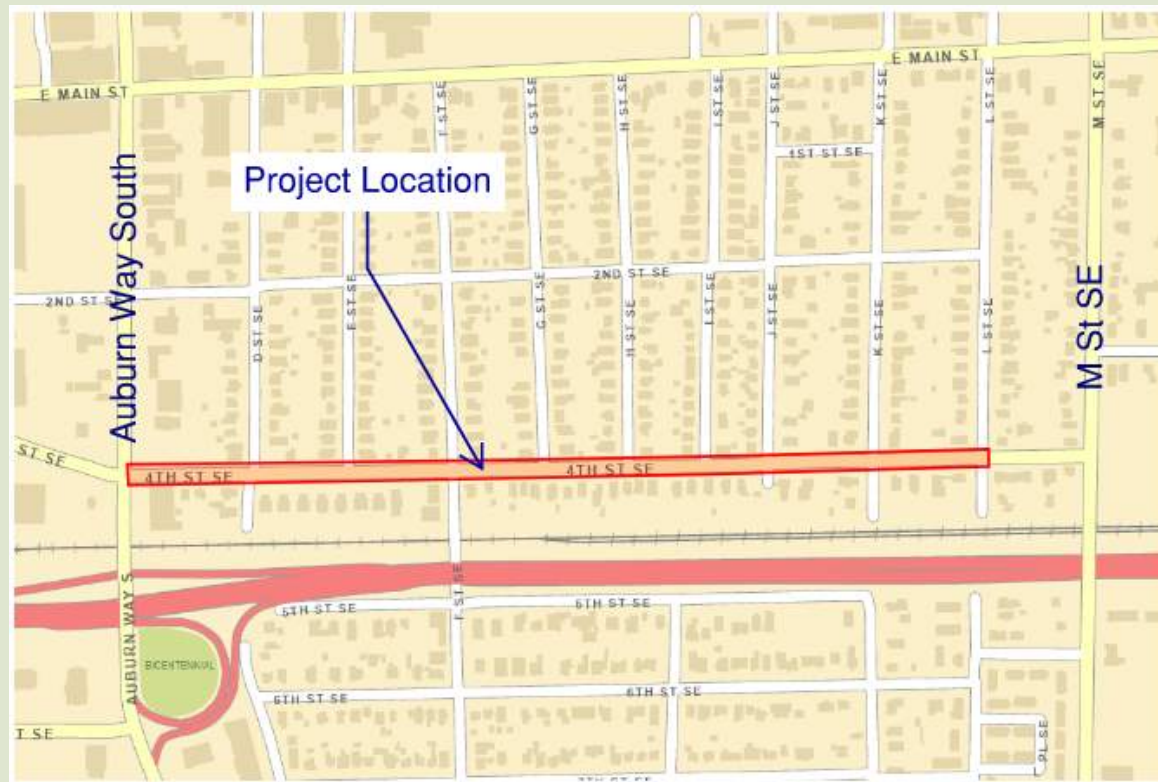
Public Works Department

Engineering Services • Airport Services • Maintenance & Operations Services

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E N V I R O N M E N T
E C O N O M Y
C H A R A C T E R
S U S T A I N A B I L I T Y
W E L L N E S S
C E L E B R A T I O N

VICINITY MAP



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EXISTING CONDITIONS



Left – Standing Water/Drainage Issues.



Right – Damaged Sidewalk.

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EXISTING CONDITIONS

Failing Pavement



Substandard Curb Ramps

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SCOPE/PURPOSE

- Improve street lighting.
- Construct a new roadway surface.
- Construct an enhanced pedestrian crossing at J Street SE.
- Construct curb bulb-outs to encourage traffic calming and reduce pedestrian crossing distance.



- Replace aging City underground utilities.
- Remove sidewalk obstructions.
- Replace sidewalks (as needed).
- Replace curb ramps (as needed).

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PROJECT BENEFITS

- Provides a smooth riding pavement surface and structural integrity to the roadway.
- Eliminates potholes and depressions in the pavement.
- Improves access for people with disabilities with upgraded ADA facilities.
- Provides better pedestrian access.
- Improves drainage on 4th St SE between Auburn Way S and L St SE.
- Replaces aging water and sewer lines.
- Reduces maintenance costs.

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BENEFITS, BUDGET AND SCHEDULE

■ Estimated Project Cost = \$4.83 Million

- Arterial Street Preservation Fund (\$610k)
- TIB Grant – (\$1.69M)
- Water Fund – Bonds and Utility (\$1.18M)
- Storm Fund – (\$598K)
- Sewer Fund – (\$753K)

Design Complete
December 2021



Advertise & Award
January 2022



CONSTRUCTION
*March 2022 to
October 2022*

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AGENDA BILL APPROVAL FORM

Agenda Subject:

2021 State of Our Streets (SOS) (Gaub)(20 Minutes)

Department:

Public Works

Attachments:

[2021 State of Our Streets Dashboard](#)
[Presentation Slides](#)

Date:

March 9, 2022

Budget Impact:

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

Administrative Recommendation:

For discussion only.

Background for Motion:**Background Summary:**

This is a 2021 year end summary of the City's Arterial/Collector and Local Street Pavement Preservation Programs. This year's summary is presented using the dashboard format that will also be incorporated into the City's webpage. This dashboard provides the public with a quick look at the overall condition of the City's roadways and preservation program activities. It also gives City policy makers an executive level overview to help facilitate policy and funding decisions. Additional information is also available on the City's website that provides a more in depth explanation of the City's street preservation programs including program history, projects, funding, and technical considerations.

Reviewed by Council Committees:

Councilmember: Stearns

Staff:

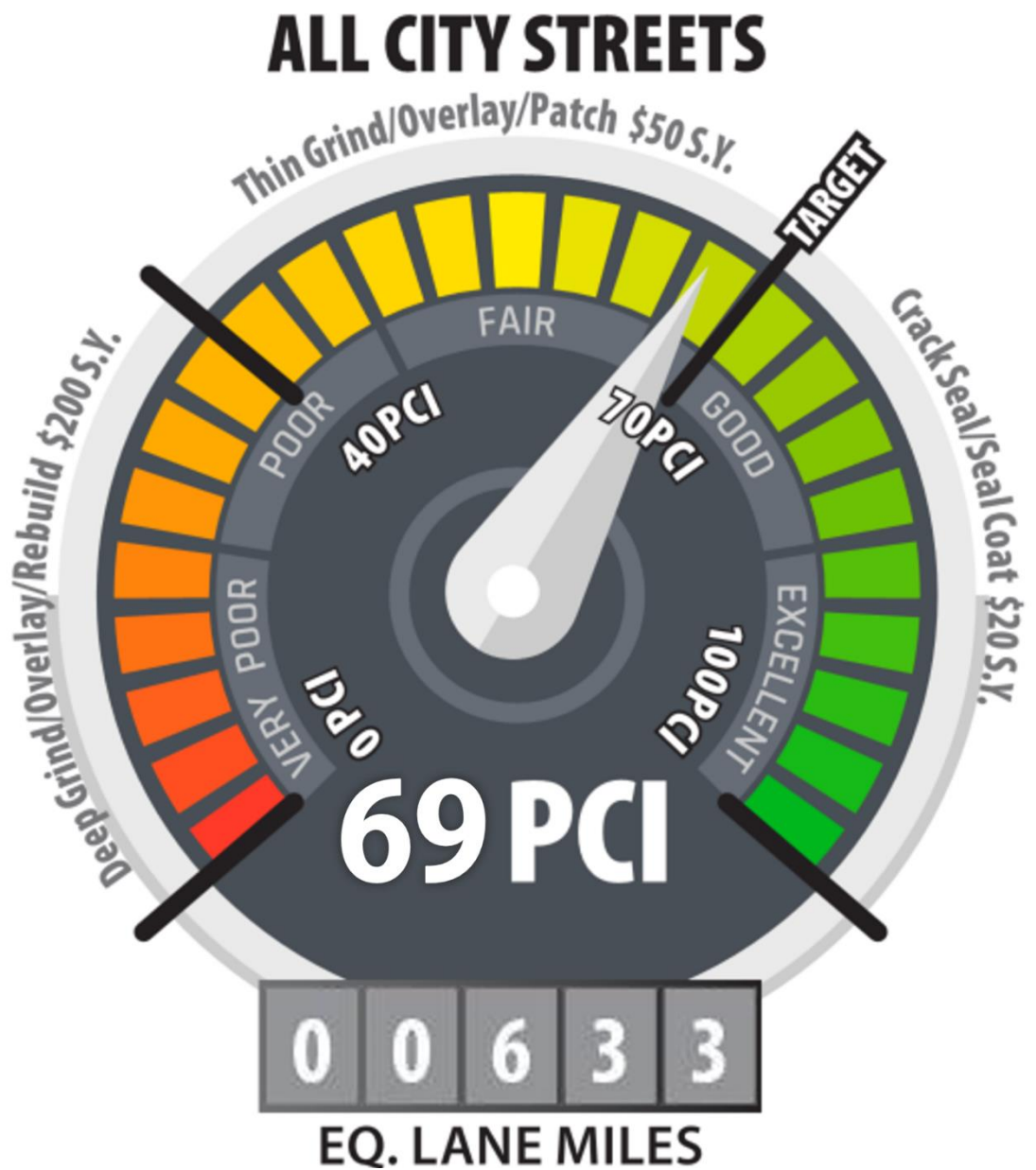
Gaub

Meeting Date: March 14, 2022

Item Number:

2021 STATE OF OUR STREETS DASHBOARD

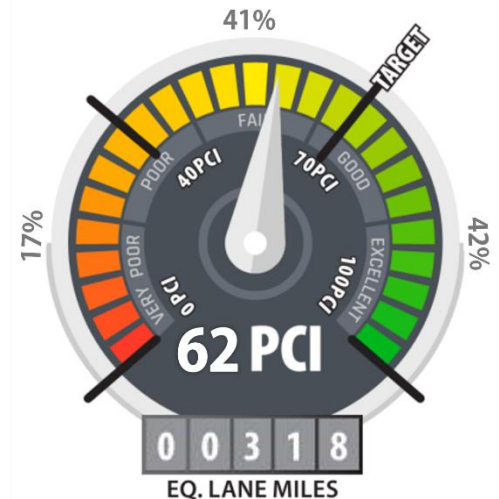
Overall Assessment: The paving projects completed in 2021 improved approximately 16.5 equivalent lane miles of roadway. This resulted in an increase in the overall condition of streets in the city slightly from 2020 to 2021. Pavement projects programmed for 2022 will improve approximately 8.9 equivalent lane miles of road. Additional projects through 2024 are in varied stages of planning and design. Accounting for the predicted impact of these current and upcoming projects, modeling continues to show a slow decline of the overall average roadway PCI over the coming years at the current anticipated funding amounts. The data suggests that additional funding is needed to prevent overall roadway conditions from declining further and to get the Arterial and Collector roadways to the target PCI of 70 and keep it there.



2021 STATE OF OUR STREETS DASHBOARD

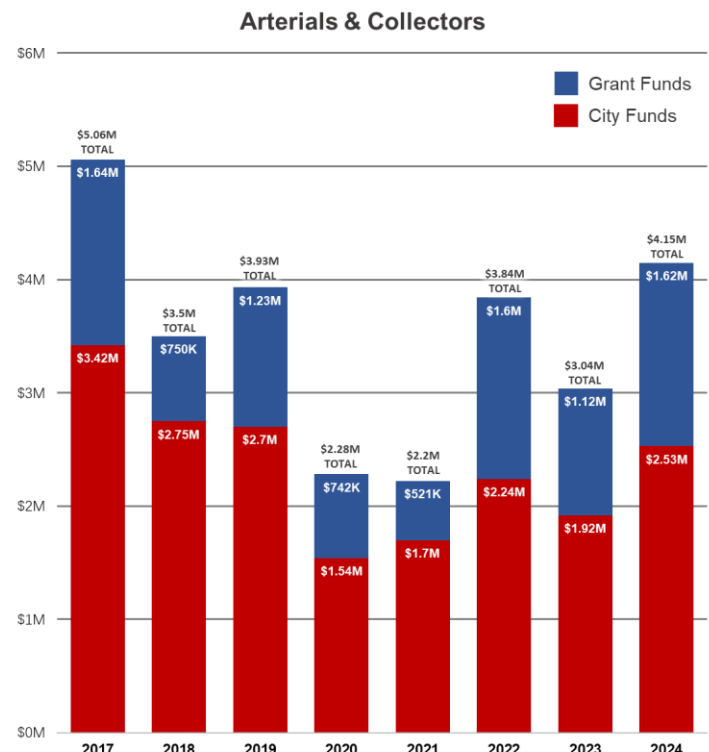
Arterial and Collector Streets

Arterial and collector streets make up just over half of the total equivalent lane miles of roadways throughout the City. There are approximately 93 lane miles of collector streets and roughly 225 lane miles of arterial streets that together have an overall average PCI of 62 (compared to 61 in 2020). The average PCI for collector and arterials has been hovering around 60 since about 2015. This indicates that re-building and preservation efforts have been relatively successful at maintaining the status quo but are not yet sufficient to reach the target of 70 PCI. Over the next four years an estimated 40 lane miles of road are expected to deteriorate beyond the point where preservation treatments can restore them and they would require a more expensive full re-build. Based on the current funding levels shown in the City's Transportation Improvement Plan (TIP) and anticipated grant funding, there is only funding available to preserve approximately 12 lane miles. This leaves approximately 28 lane miles of arterial and collector road that will deteriorate past the point for preservation treatments. These roadways will eventually require reconstruction at a cost that is over 4 times higher than preservation treatments. Simulations indicate that an average funding level of approximately \$5 million per year, over the next 12 years, would be required to bring the overall PCI for arterials and collectors up to an average PCI of 70.



Funding Note: The arterial and collector preservation programs rely heavily on grant funding. Currently, no grant funding has been secured beyond 2024. Additionally, arterial streets are further classified as either principal or minor arterials. Typically, principal arterials are much more competitive in grant applications than minor arterials. Many of the remaining streets that require preservation treatments are minor arterials, and therefore, the city anticipates that they will not compete well for future grant funding. It follows that over time, it is likely that it will become increasingly difficult to depend on grant funding and additional funding sources would be needed.

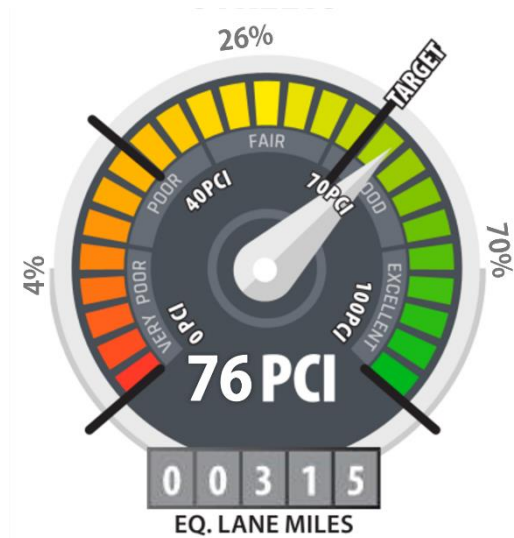
The projects underway in 2022 include the reconstruction of 4th Street SE and 2nd Street SE, which contributes to the predicted decline in the average PCI despite the funding level in 2022 being higher. This is due to the greater expense of rebuilding streets rather than preserving a greater amount of pavement for the same cost.



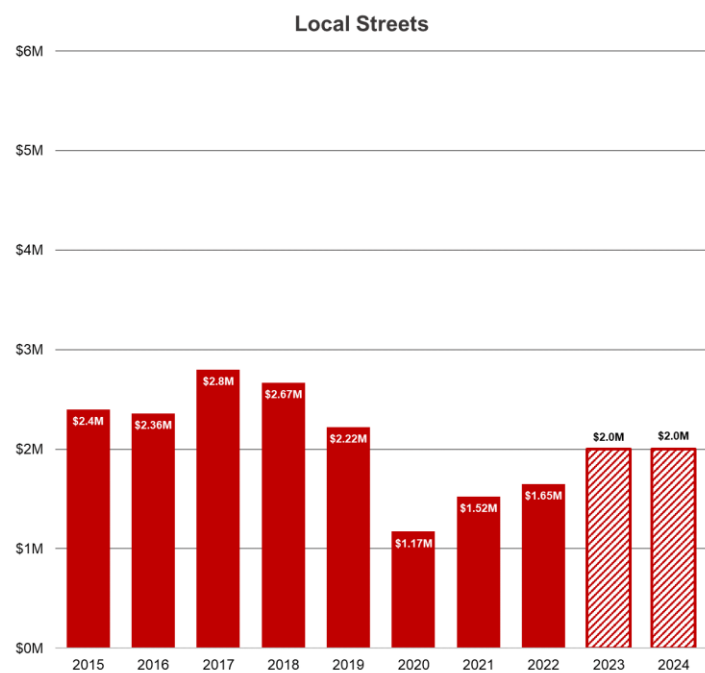
2020 STATE OF OUR STREETS DASHBOARD

Local Streets

There are currently approximately 315 equivalent lane miles of local streets in the city. Local streets have an overall average PCI of 76 (compared to 75 in 2020). Despite the City’s target of 70 PCI being achieved there are still many local roads in need of repair and replacement. Roughly 70% of local roads are in good condition, 26% are in fair condition, and 4% are in need of a full re-build. Since 2015, the overall average PCI for local streets has increased from 69, due to the City’s preservation and re-building projects, pavement restoration included with private and public utility projects, and the addition of new local roads from development activity.



Funding Note: From 2013 to 2019, the local streets program was funded by new construction sales tax. Since 2019 the program has been spending down the fund balance, with some supplemental funding from Real Estate Excise Tax (REET) funds. The program has been funded at \$1.65M per year with the current biennial budget, but at this time no sustainable funding source has been identified beyond 2022. Simulations indicate that maintaining current funding levels results in the average PCI holding stable in the mid 70’s (assuming no other changes). If a sustainable funding source is not identified for 2023 and beyond, it is predicted that the average PCI for local streets will drop below 70 by 2030. Changes that may impact the average PCI (to be higher or lower than currently forecasted) include more or less of the development and utility work that build new roadways and restore existing roadways and refinement of the parameters used to predict PCI values based on additional data being collected.



PCI Further Explained:

Pavement Condition Index (PCI) is a 0 to 100 score that reflects the overall condition of roadway pavement and what types and degrees of maintenance and repair (or preservation activities) are needed to maximize the pavement's overall service life. A PCI of 100 is brand new pavement and a PCI of 0 is a roadway where the pavement has turned into gravel and dirt. The most efficient approach towards prolonging the life of a roadway is to keep the PCI at 70 or above (considered to be "good condition") for as long as possible. This is achieved through good pavement design and periodic light maintenance activities like patching and crack sealing. Once the PCI of a roadway has dropped below 70 (or from "good condition" to "fair condition"), additional patching and replacement of the top layer of pavement (overlay or grind and overlay) is needed to bring the pavement back into "good condition" and extend the life of the pavement. Without these pavement preservation efforts, the PCI continues to decrease and the costs to bring the pavement back into "good condition" increases. Additionally, as the PCI decreases, more and more potholes form on the roadway which requires more and more temporary and permanent pothole repairs (by the City's Maintenance and Operations Street crew). Eventually, without preservation activities, the PCI will drop below 40 and the roadway is considered to be in "poor condition" and in need of a very expensive full re-build. With these considerations, the City targets an overall PCI of 70 in order to maximize pavement life and minimize maintenance and preservation costs. Periodically, the City performs citywide inspections to determine the pavement condition index (PCI) for each roadway it maintains. The PCI inspections were completed in 2013, 2017, and most recently in the summer of 2019. The PCI inspection data is used to plan pavement preservation activities and as a gauge to measure how overall roadway conditions have, and will, respond to different funding levels and other factors that impact roadway conditions such as new development, City and non-City utility work in roadways, truck traffic, pavement design (past and present), and weather conditions.

**PUBLIC WORKS
ENGINEERING SERVICES**

**2021 STATE OF OUR STREETS
(SOS)**

**JAMES WEBB, SENIOR TRAFFIC ENGINEER
KENNETH CLARK, ASSISTANT TRAFFIC ENGINEER**

**MARCH 14, 2022
CITY COUNCIL STUDY SESSION**

Public Works Department
Engineering Services • Airport Services • Maintenance & Operations Services

AUBURN
VALUES

S E R V I C E
E N V I R O N M E N T
E C O N O M Y
C H A R A C T E R
S U S T A I N A B I L I T Y
W E L L N E S S
C E L E B R A T I O N

WHAT IS SOS (STATE OF OUR STREETS)?

■ State of our streets

- Refers to the condition of the roadway pavement
- Does not consider condition of sidewalks
- Does not consider drainage issues
- Does not consider congestion (capacity) or safety issues

■ State of our Streets

- Includes all City maintained streets
 - Local, Collector, and Arterial Streets (248 centerline miles)
- Includes roadways with Asphalt and Concrete pavement
- Excludes private streets
- Excludes alleys
- Excludes public streets maintained by others (WSDOT maintains Auburn Way South, Ramps)

SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

PRESENTATION OUTLINE

- **Street Preservation Overview**
- **Preservation Projects and Programs**
- **Summary of 2021 Street Conditions (Dashboard)**
- **Funding and Predicting Pavement Condition**
- **Next Steps**

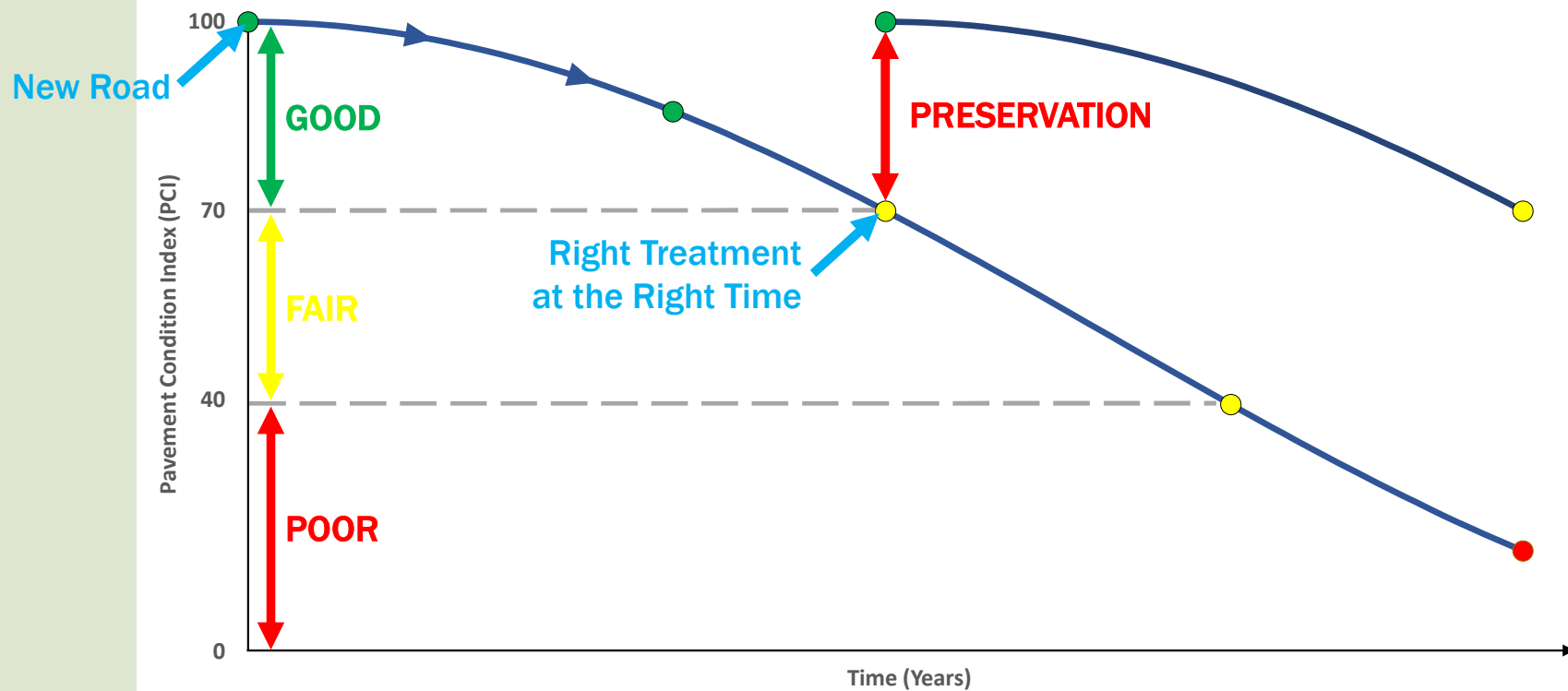
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STREET PRESERVATION OVERVIEW



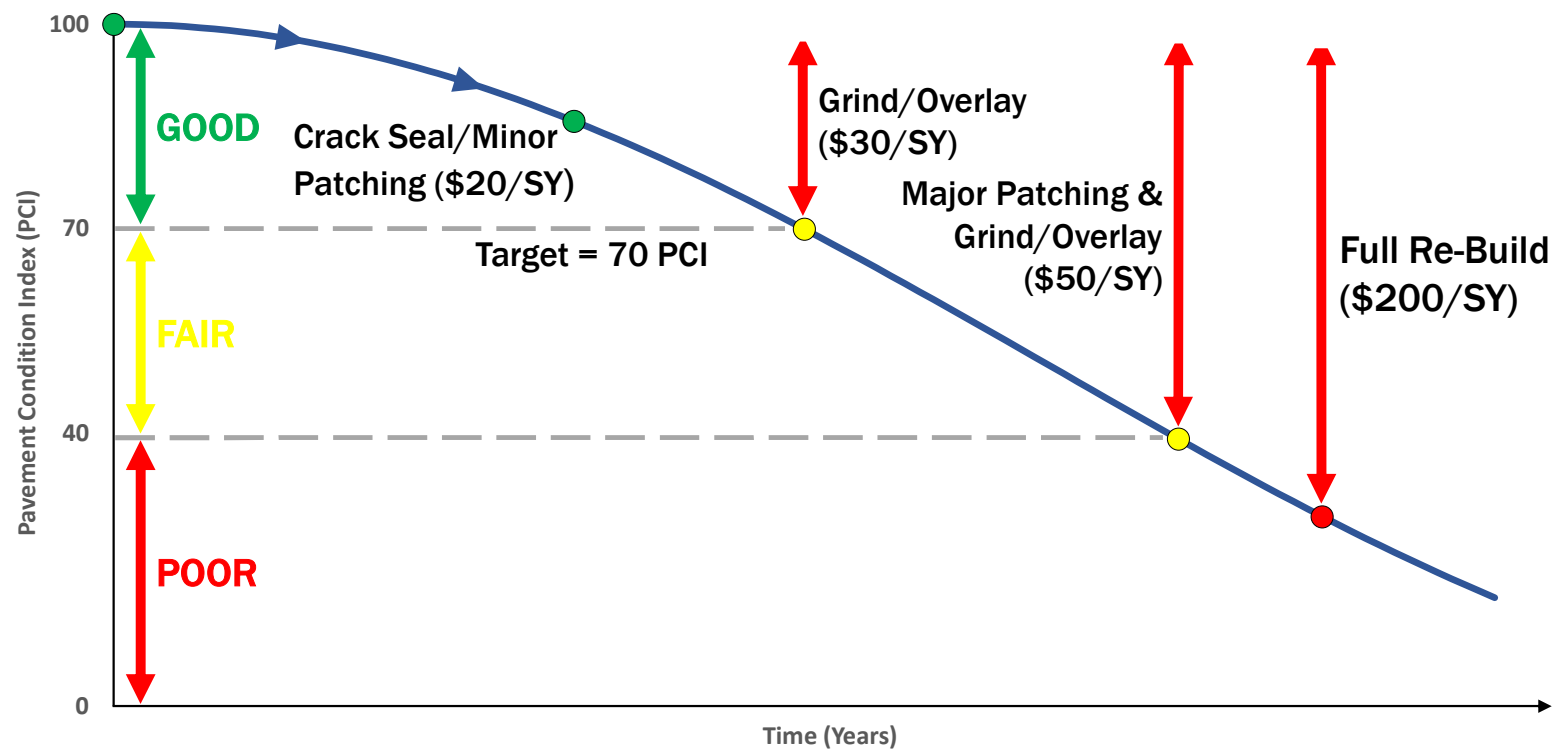
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STREET PRESERVATION OVERVIEW



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STREET PRESERVATION OVERVIEW



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STREET PRESERVATION PROGRAMS

- **Local Street Preservation Program (103 Fund)**
 - Currently funded by REET through the end of this year (2022)
 - Utility Fund Transfers
- **Arterial and Collector Streets Preservation (105 Fund)**
 - 1% Utility Tax
 - Supplemented by Grant Funding (Competitive Process)
- **Street Preservation Website:**
 - www.auburnwa.gov/city_hall/public_works/transportation/street_preservation

Street Preservation Projects

Project Status:
Design

Construction Start Year:
All

Number of Street Preservation Projects

4

CP2125

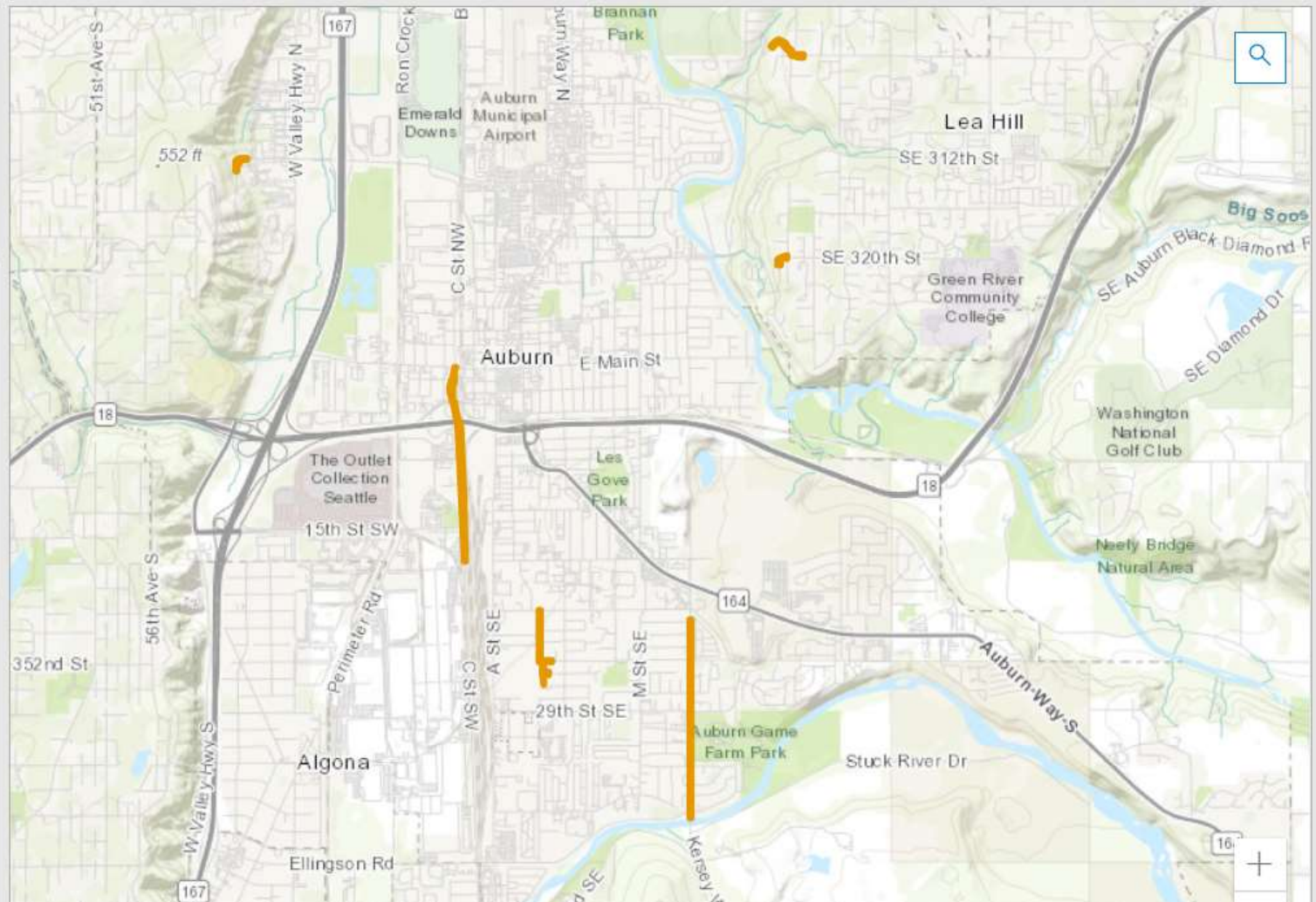
D Street SE and 23rd Street SE Storm Improvements Project

The purpose of this project is to eliminate localized flooding and make better use of available capacity in the 21st St SE Regional Infiltration Storm Pond by extending and connecting existing storm infrastructure to the storm system in 21st St SE at D St SE and at K St SE.

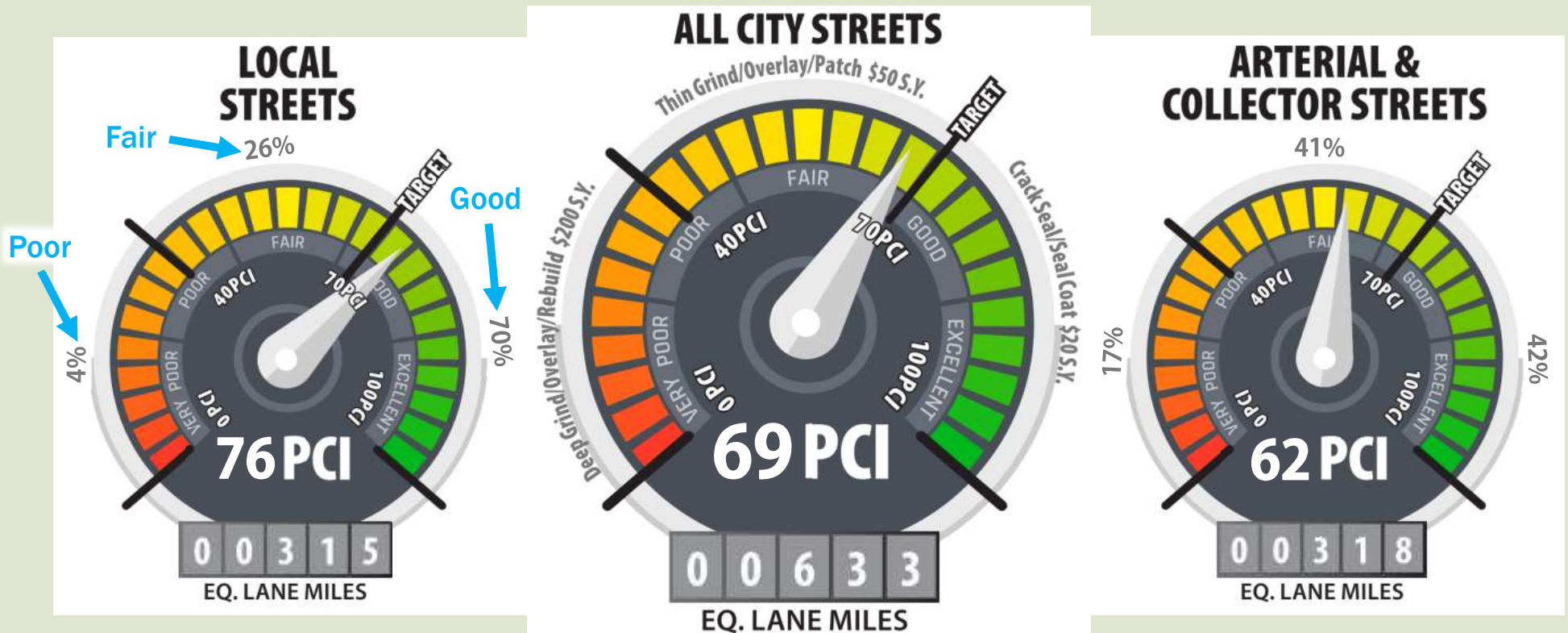
CP2123

C Street SW Preservation

This Project will grind and overlay C Street SW between W Main Street and the GSA signal (approximately 2,000 feet to the south of 15th Street SW). As part of the project, non-ADA compliant curb ramps and pedestrian push buttons will be upgraded, and curbing and



SUMMARY OF 2021 STREET CONDITIONS (DASHBOARD)



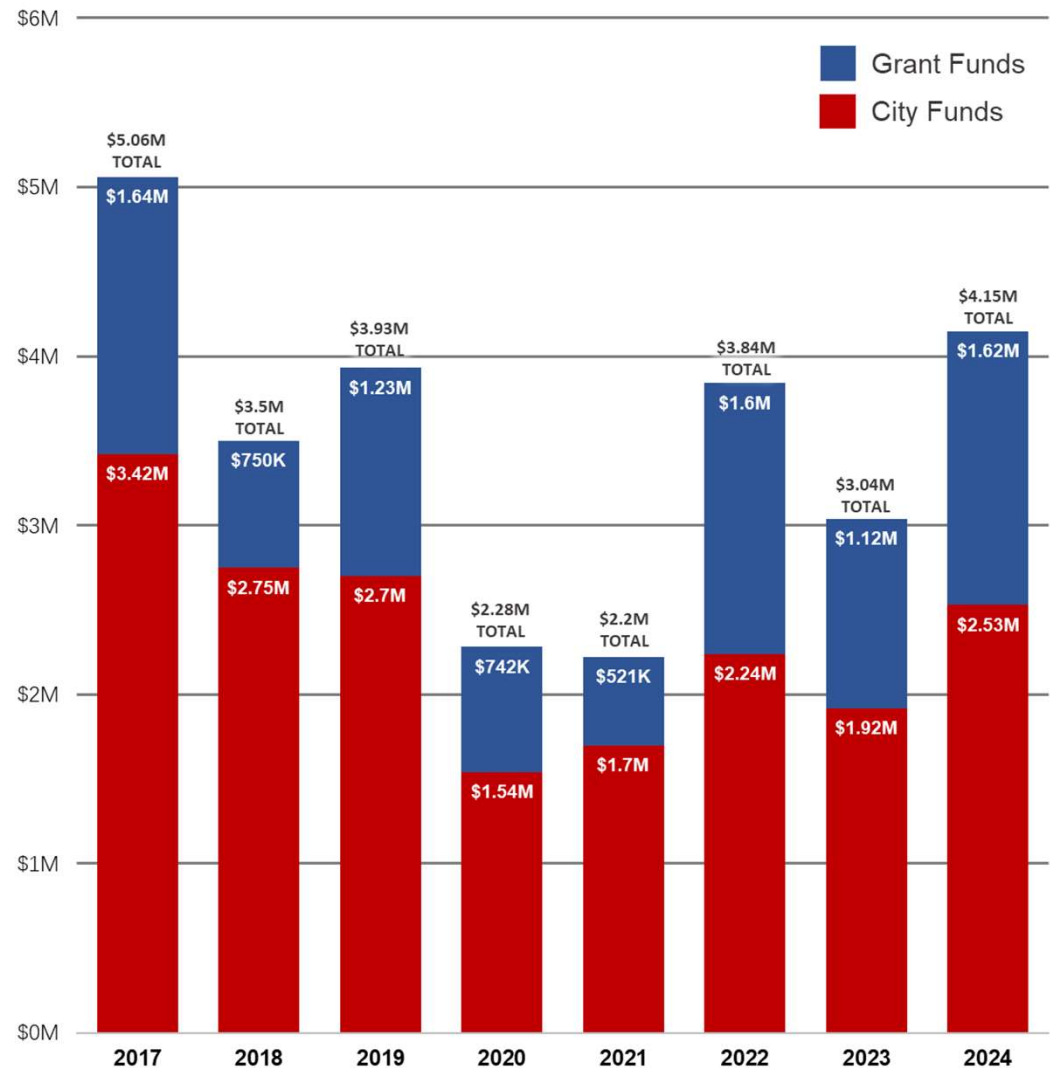
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CURRENT FUNDING

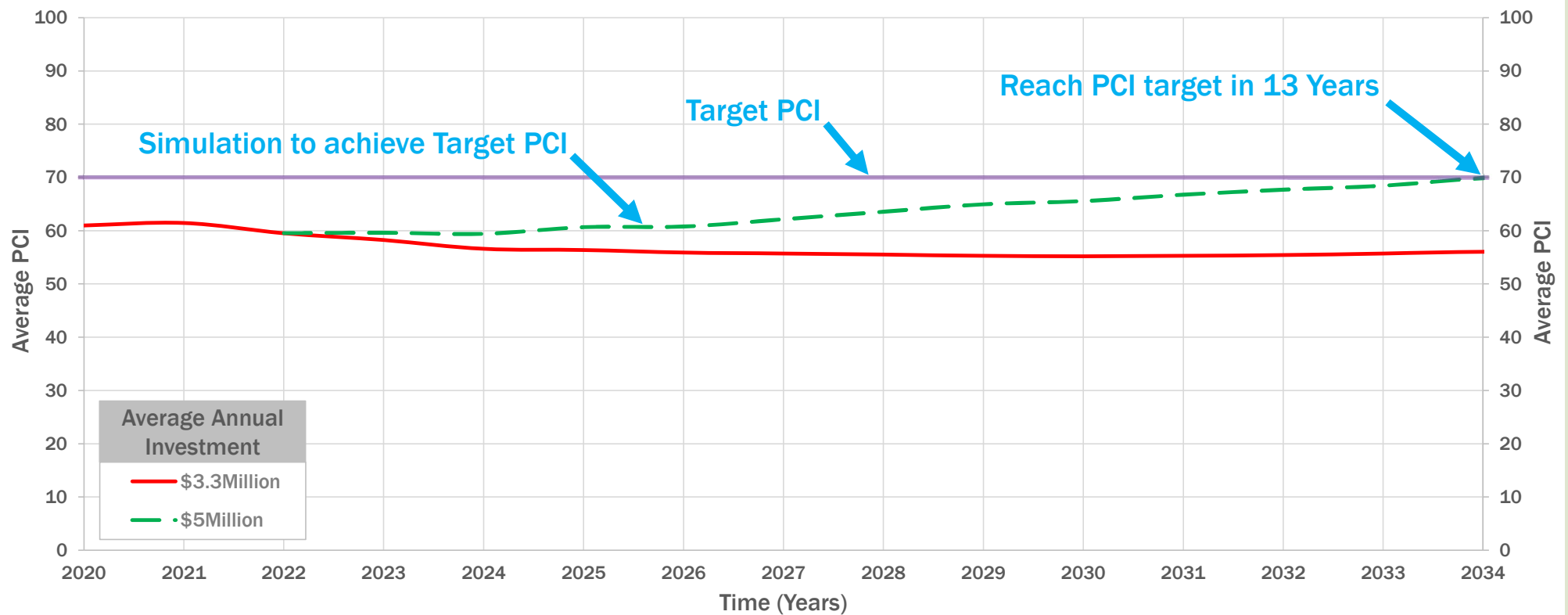
- 2017 to 2021
 - Average \$3.4M/year total
 - \$4.88M in Grants Funds
- 2022 to 2024
 - Average \$3.68M/year total
 - \$4.34M in Grant Funds

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Arterials & Collectors



ARTERIALS & COLLECTORS - PREDICTED PCI

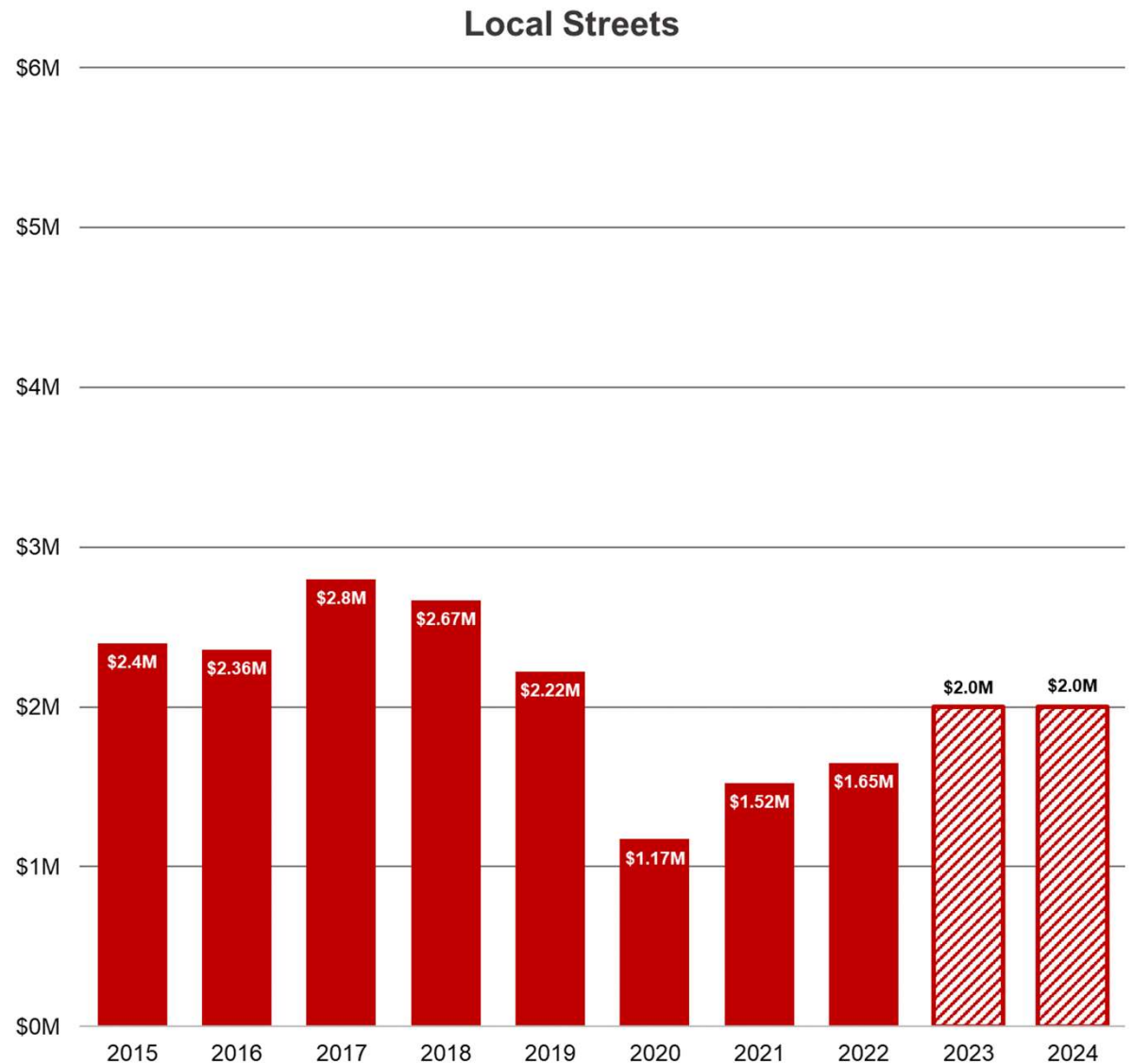


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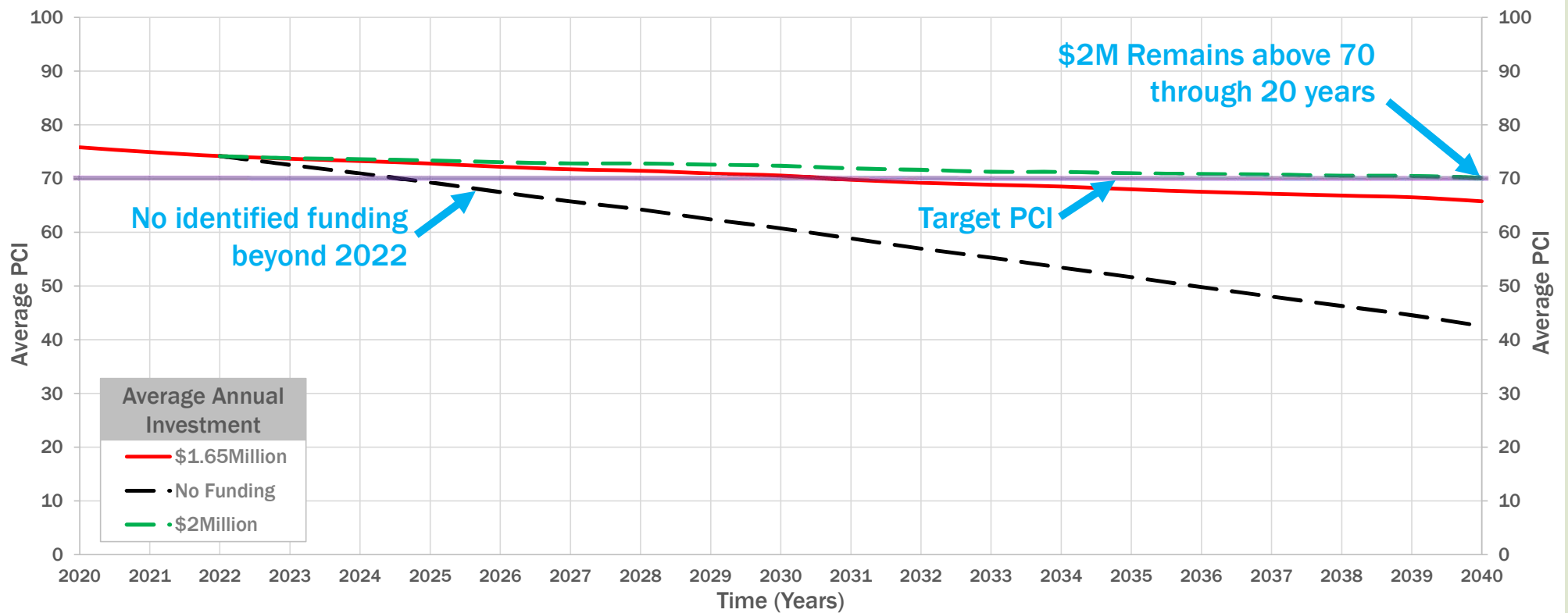
FUNDING

- 2015 through 2021
 - Average \$2.16M/year total
- 2022 and Beyond
 - Funded in the current biennial budget at \$2M per year
 - No funding source is currently identified after 2022

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LOCAL STREETS – PREDICTED PCI



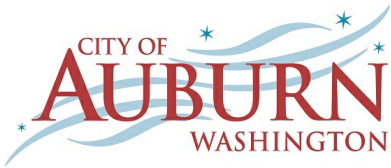
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WHAT'S NEXT?

- Continuing analysis
- Funding discussions and decisions to be made with 2023 – 2024 budget
- This update will be available on the City's website
 - www.auburnwa.gov/city_hall/public_works/transportation/street_preservation
- Summer 2022 Magazine Article
- We will continue to pursue grant opportunities

QUESTIONS?

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6851 (Gaub)(15 Minutes)

Date:

March 7, 2022

Department:

Public Works

Attachments:

[Ordinance No. 6851](#)

[Exhibit A](#)

[Storm Code Updates Presentation](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background for Motion:**Background Summary:**

The City operates its storm drainage system under a National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit from the Washington Department of Ecology (Ecology). This ordinance updates sections of the Auburn City Code (ACC) Chapter 13.48 to address NPDES requirements related to the Storm Drainage Utility. The sections are amended: 1) to comply with the Underground Injection Control Program rule, 2) to clarify the maintenance and repair responsibilities for storm drainage facilities abutting private property, and 3) to codify the City's Source Control Inspection Program.

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

Chapter 173-218 of the Washington Administrative Code (WAC) contains requirements for injection wells so that they do not endanger groundwater quality. Injection wells are used to infiltrate stormwater into the ground and are defined as a hole that is deeper than its largest surface dimension. The City has nearly 150 injection wells as part of its stormwater system operating under its NPDES permit. The revised code adds compliance with the UIC rules as one of the functions of the storm drainage utility. These rules are described in Ecology's 2019 Stormwater Management Manual for Western Washington (SWMMWW), which is part of the City's Stormwater Management Manual (SWMM).

Maintenance and Repair Responsibilities (ACC 13.48.240 and 13.48.440)

Current city code establishes that the owner(s) of property with frontage(s) along the public right of way is responsible for maintaining the public sidewalk area along those frontages. The city code defines the sidewalk area as being the area between the edge of roadway and the property line, including driveways. In some cases, driveways cross a roadside ditch and include a pipe, or culvert, placed underneath the driveway, to provide stormwater conveyance while allowing the driveway connection. These code modifications more clearly define that

these culverts are considered private stormwater facilities and are the responsibility of the adjacent property owner to maintain, repair, and replace. The code revisions further clarify the maintenance responsibilities of public stormwater facilities within the sidewalk area, including ditches and pervious sidewalks. The revisions establish that the adjacent property owner is responsible for general maintenance of vegetation, moss removal, litter and garbage removal. The revised code establishes that the City is responsible for maintenance of the stormwater facilities that are required to provide adequate conveyance and treatment for the stormwater system. All of these facilities are governed by the requirements of the City's NPDES permit.

Source Control Program (ACC 13.48.180.B)

The City's NPDES permit requires that by January 1, 2023 the City begin inspecting pollutant-generating sources at publicly and privately owned institutional, commercial and industrial sites. These inspections will be to enforce implementation of required Best Management Practices (BMPs) at those sites to control pollution discharging into the City's storm drainage system. The proposed changes add this type of inspection to the City's authority to inspect properties for compliance with storm drainage requirements.

Reviewed by Council Committees:

Councilmember: Stearns

Staff: Gaub

Meeting Date: March 14, 2022

Item Number:

ORDINANCE NO. 6851

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____

EXHIBIT A

13.48.005 Purpose.

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

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

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

BC. Maintain the city's compliance with federal flood insurance programs;

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

DE. Control and prevent the flooding of property, both public and private;

EF. Manage uncontrolled volume increase, rate, or contaminated load of runoff;

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

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

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

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

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

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

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

13.48.010 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

JL. “Hard surface” means an impervious surface, a permeable pavement, or a vegetated roof.

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

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

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

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

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

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

QS. “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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.48.180 Inspection and compliance with storm drainage requirements.

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

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

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

C. Any property, where the existing storm drainage facilities were constructed per approved construction plans, found to be in nonconformance with such plans, shall be required to correct all such nonconformances as directed by the city. If, after proper notice, the property owner does not comply with set requirements as directed by the city, then the city shall have the authority to correct such nonconformances and ~~bill~~ the property owner shall be responsible for reimbursing the city for all reasonable costs. Any delinquent payments shall constitute a lien as fixed by ACC 13.06. ~~290300~~ and RCW 35.67.

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

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

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

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

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

13.48.240 Storm drainage permit – Requirements.

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

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

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

1. Addition or replacement of hard surfaces;
2. Land disturbing activities;
3. Development and use of property that creates a direct or indirect need for storm drainage facilities;
4. Connection to any storm drainage ~~facility~~system;
5. Installation, removal, or mModification of any storm drainage ~~facility~~system including, but not limited to, filling or grading of a ditch or channel and installation, modification, or replacement of a culvert;
6. Any activities within a critical area and associated buffers;
7. Any other activities as determined by the city engineer to have an impact on the storm drainage system.

13.48.440 Maintenance responsibility.

A. Private Maintenance Responsibility.

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

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

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

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

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

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

B. Public Maintenance Responsibility.

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

ENGINEERING SERVICES

STORM DRAINAGE UTILITY CITY CODE UPDATES

**LISA TOBIN
CITY COUNCIL STUDY SESSION
MARCH 14, 2022**

Public Works Department

Engineering Services • Airport Services • Maintenance & Operations Services

AUBURN
VALUES

S E R V I C E
E N V I R O N M E N T
E C O N O M Y
C H A R A C T E R
S U S T A I N A B I L I T Y
W E L L N E S S
C E L E B R A T I O N

CITY CODE AMENDMENTS TO ADDRESS STATE AND REGULATORY STORM REQUIREMENTS

- Auburn Storm Water Utility operates under a National Pollutant Discharge Elimination System (NPDES) permit to protect receiving water quality
- Three proposed amendments to ACC 13.48 to comply:
 - Underground Injection Control (UIC) Program
 - Maintenance and repair responsibilities abutting private property
 - Source Control Program

UIC WELLS (ACC 13.48.005)



- UIC wells infiltrate stormwater
- Requirements in WAC 173-218 and Ecology's Stormwater Manual
- Administer program under NPDES permit
- Code change will add UIC Program to Storm Utility's functions

MAINTENANCE AND REPAIR RESPONSIBILITIES (ACC 13.48.240 AND 13.48.440)

- **Ditches along private property frontage - Property Owner is responsible for vegetation maintenance and debris removal and cannot make unauthorized ditch changes that affect storm conveyance capacity**
- **Culverts installed by property owners solely to benefit property - Property Owner is responsible for repair, maintenance, and replacement**
- **Public storm facilities, including underground pipes and structures and ditch sediment removal – City is responsible**

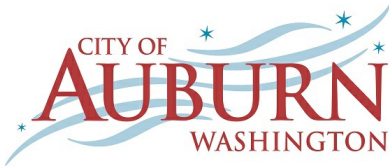
SOURCE CONTROL PROGRAM (ACC 13.48.180)



- NPDES permit requires annual inspections of 20% of businesses starting January 1, 2023
- Code changes:
 - Ensure Best Management Practices (BMPs) used to control pollution
 - Allow City inspections on premises
 - Provide enforcement authority

NEXT STEPS

- **March 21, 2022 – consider adoption of Ordinance No. 6851**



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6852 (Gaub)(5 Minutes)

Department:

Public Works

Attachments:

[Draft Ordinance No. 6852](#)

Date:

March 7, 2022

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background for Motion:**Background Summary:**

Section 20.02.040 of the Auburn City Code requires a franchise for any telecommunications carrier or operator to use public ways of the City and to provide telecommunications services to any person or areas inside or outside of the City.

New Cingular Wireless PCS, LLC has applied for a new franchise agreement to continue to operate their existing wireless telecommunications site located in the public way of Auburn Way North, north of 26th Street NE as their current franchise agreement is set to expire in the near future. New Cingular Wireless PCS, LLC currently provides wireless voice, data and communications services, including commercial radio and mobile data services from the existing facility. The proposed agreement is consistent with the City's standard franchise agreement language.

A public hearing to consider this application and take public comment is scheduled before the City Council on March 21, 2022 in accordance with Auburn City Code 20.04.040.

Reviewed by Council Committees:

Councilmember: Stearns

Staff:

Gaub

Meeting Date: March 14, 2022

Item Number:

ORDINANCE NO. 6852

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

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

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

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

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

Section 1. Definitions

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

- A. "ACC" means the Auburn City Code.
- B. "Franchise Area" means the public ways as specified in Exhibit "A".

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

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

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

D. "Franchisee's Services" means the transmission and reception of information, only at the Franchisee's Facilities identified in Exhibit A, by wireless communication signals including data communications services, over Franchisee's federally licensed frequencies, pursuant to all the rules and regulations of the Federal Communications Commission. Franchisee's Services will not include the provision of "cable services", as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

Section 2. Grant of Right to Use Franchise Area

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

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

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

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

E. Except as explicitly set forth in this Agreement, this Franchise does not waive any rights that the City has or may acquire with respect to the Franchise Area or any other City roads, public ways, or property. This Franchise will be subject to the power of eminent domain, and in any proceeding under eminent

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

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

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

Section 3. Notice

A. Written notices to the parties shall be sent by a nationally recognized overnight courier or by certified mail to the following addresses, unless a different address is designated in writing and delivered to the other party. Any such notice shall become effective upon receipt by certified mail, confirmed delivery by overnight courier, or the date stamped received by the City. Any communication made by e-mail or similar method will not constitute notice pursuant to this Agreement, except in case of emergency notification.

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

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

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

Atlanta, GA 30319

Telephone: (877) 231-5447

Email Address: releaseadmin@att.com

with a required copy to:

New Cingular Wireless PCS, LLC

Attn: Legal Department

Re: Cell Site #: WA6416; Name: Christopher (WA)

Fixed Asset No: 10013466

208 S. Akard St.

Dallas, TX 75202-4206

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

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

Section 4. Term of Agreement

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

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

Section 5. Acceptance of Franchise

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

B. If the Franchisee fails to file the Franchise Acceptance with the City Clerk within thirty (30) days after the effective date of the ordinance approving the Franchise as described in Section 27 of this Agreement, the City's grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

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

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

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

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

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

Section 7. Repair and Emergency Work

In the event of an emergency, the Franchisee may commence repair and emergency response work as required under the circumstances. The Franchisee will notify the City telephonically during normal business hours (at 253-931-3010) and during non-business hours (at 253-876-1985) as promptly as possible, before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Franchisee's emergency contact phone number for corresponding response activity. The City may commence

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

Section 8. Damages to City and Third-Party Property

Franchisee agrees that if any of its actions, or the actions of any person, agent, or contractor acting on behalf of the Franchisee under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Franchisee will restore, at its own cost and expense, the property to a safe condition. Upon returning the property to a safe conditions, the property shall then be returned to the condition it was in immediately prior to being damaged (if the safe condition of the property is not the same as that which existed prior to damage). All repair work shall be performed and completed to the satisfaction of the City Engineer.

Section 9. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a utility or other franchisee, other than the Franchisee's, which was installed, constructed, completed, or in place prior in time to Franchisee's application for a permit to construct or repair Franchisee's Facilities under this Franchise shall have preference as to positioning and location with respect to the Franchisee's Facilities. However, to the extent that the Franchisee's Facilities are completed and installed before another utility or other franchisee's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Franchisee's Facilities will have priority. These rules governing preference will continue when relocating or changing the grade of any City road or public way. A relocating utility or franchisee will not cause the relocation of another utility or franchisee that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of Franchisee's Facilities. Such relocations will be governed by Section 10 and Chapter 35.99 RCW.

B. Franchisee will maintain a minimum underground horizontal separation of five (5) feet from City water, sanitary sewer and storm sewer facilities and ten (10) feet from above-ground City water facilities; provided, that for development of new areas, the City, in consultation with Franchisee and other utility purveyors or authorized users of the public way, will develop guidelines and procedures for determining specific utility locations.

Section 10. Relocation of Franchisee Facilities

A. Except as otherwise so required by law, Franchisee agrees to relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Pursuant to the provisions of Section 14, Franchisee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the public way.

B. If a readjustment or relocation of the Franchisee Facilities is necessitated by a request from a party other than the City, that party shall pay the Franchisee the actual costs associated with such relocation.

Section 11. Abandonment and or Removal of Franchisee Facilities

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

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

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

Section 12. Undergrounding

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

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

Section 13. Franchisee Information

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

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

Section 14. Indemnification and Hold Harmless

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

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Franchisee and the City, its officers, officials, employees, agents, and volunteers, the Franchisee's liability hereunder shall be only to the extent of the Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Franchisee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee's Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, public way, or other property, except to the extent any such damage or loss is directly caused by the

negligence or willful misconduct of the City, or its employees or agent performing such work.

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

Section 15. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 16. Financial Security

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

Section 17. Successors and Assignees

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

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

C. Franchisee and any proposed assignee or transferee will provide and certify the following to the City not less than ninety (90) days prior to the proposed date of transfer: (1) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (2) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (3) An application fee in the amount established by the City's fee schedule, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

D. Before the City's consideration of a request by Franchisee to consent to a Franchise assignment or transfer, the proposed assignee or transferee will file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance

and failure of the City to insist on full compliance before transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution

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

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

Section 19. Enforcement and Remedies

A. If the Franchisee willfully violates, or fails to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or fails to comply with any notice given to Franchisee under the provisions of this agreement, the City may, at its discretion, provide Franchisee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty (30) days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Franchisee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise upon written notice thereof to Franchisee, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the financial guarantee set forth in Section 16 for every day after the expiration of the cure period that the breach is not cured.

B. If the City determines that Franchisee is acting beyond the scope of permission granted in this Franchise for Franchisee Facilities and Franchisee Services, the City reserves the right to cancel this Franchise and require the Franchisee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Franchisee's

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

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Franchisee will comply with all applicable federal, state, and City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. The Franchisee will be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

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

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

Section 21. License, Tax and Other Charges

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

Section 22. Consequential Damages Limitation

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

Section 23. Severability

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

Section 24. Titles

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

Section 25. Implementation.

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

Section 26. Entire Agreement

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

Section 27. Effective date.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

PUBLISHED: _____

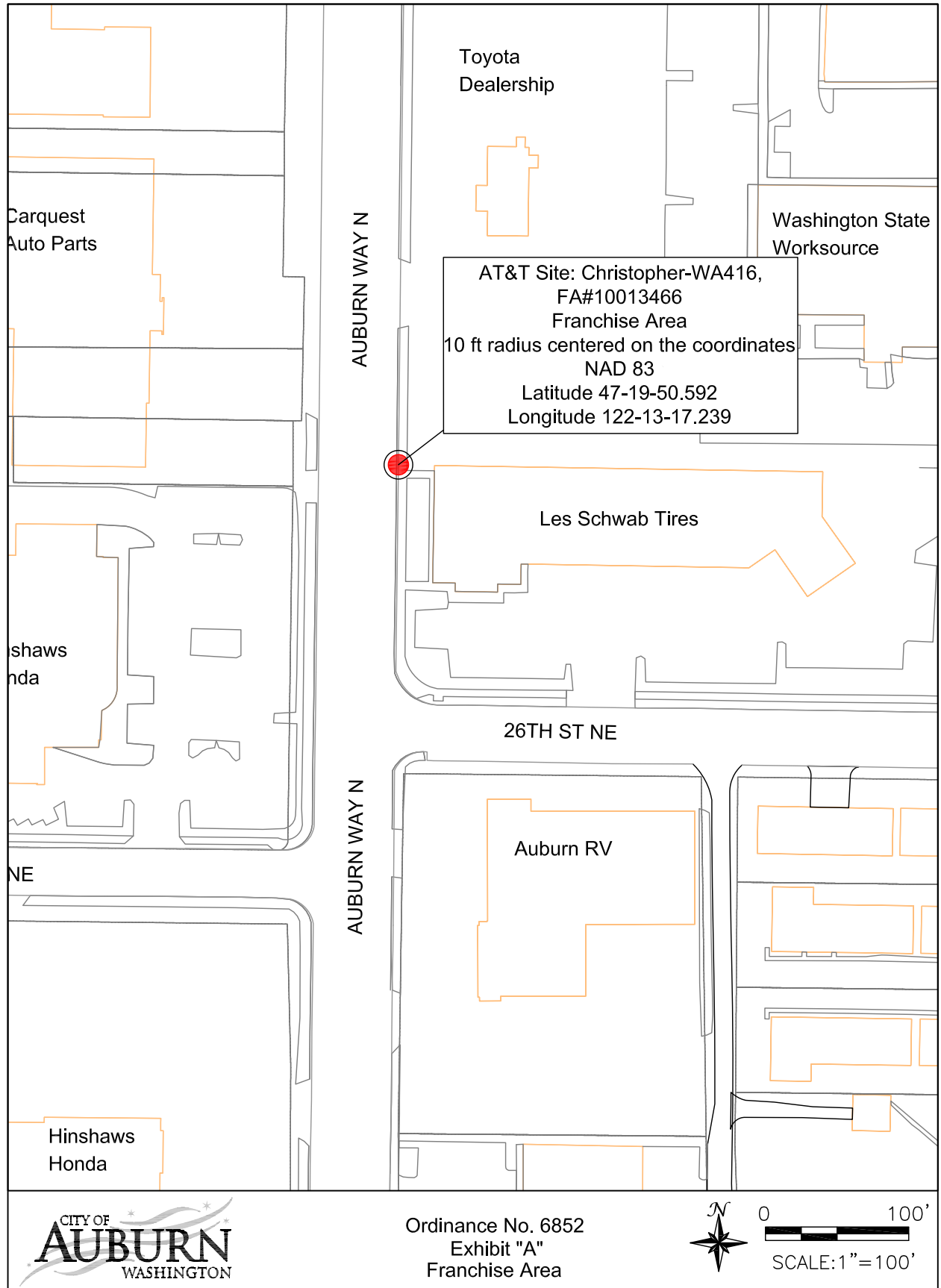


EXHIBIT "B"

STATEMENT OF ACCEPTANCE

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

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Date: _____

Name: _____

Title: _____

STATE OF _____)
)ss.

COUNTY OF _____)

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

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

Signature

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

MY COMMISSION EXPIRES: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6855 (Gaub)(5 Minutes)

Department:

Public Works

Attachments:

[Ordinance No. 6855](#)

[Exhibit A](#)

Date:

March 9, 2022

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background for Motion:**Background Summary:**

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

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

This discussion will provide information and background regarding PDDs, a summary of the RCW related to PDDs, and a review of Ordinance 6855 that would amend City code to include requirements for PDDs and their operators. These requirements would address security, safety, risk, and operational considerations that are not specifically addressed by the RCW or by current City code.

Reviewed by Council Committees:

Councilmember: Stearns

Staff:

Gaub

Meeting Date: March 14, 2022

Item Number:

ORDINANCE NO. 6855

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

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

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

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

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

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

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

ATTEST:

NANCY BACKUS, MAYOR

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____

Chapter 10.55

PERSONAL DELIVERY DEVICES

Sections:

- [10.54.010](#) [Definitions.](#)
- [10.54.020](#) [Operating Regulations](#)

10.54.010 Definitions.

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

- A. “Personal delivery device” is as defined by [RCW 46.75.010](#).
- B. “Personal delivery device operator”, also referred to herein as “Operator” is as defined by RCW 46.75.010.
- C. “Eligible Entity.” As used in this Code, the term “Eligible Entity” shall have the same meaning as RCW 46.75.010(2).
- D. “Roadway construction zone” is as defined by RCW 46.61.527.

10.54.020 Operating Regulations

A. Personal Delivery Device Operators shall obey all rules of the road applicable to pedestrian traffic, as well as the instructions of official traffic-control signals, signs and other traffic control devices applicable to pedestrians, unless otherwise directed by a police officer or traffic control flagger. Personal delivery devices shall be equipped with microphones, video cameras, or other technology that enables the device to recognize uniformed police officers and traffic control flaggers, and that allows the Operator to receive direction from those police officers and traffic control flaggers.

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

1. A class II bikeway, as defined by the Engineering Design Standards as adopted in ACC 12.04.
2. A sidewalk with a width, excluding curb, of less than 5 feet.
3. A roadway within a vehicular travel lane.

4. A roadway shoulder with a paved width of less than 5 feet as measured from the center of the fog line to the edge of shoulder pavement
5. An area where vehicle parking is not restricted
6. Roadway construction zone

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

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

E. Personal delivery devices shall be deployed and operated such that a minimum 50 feet of separation is maintained at all times between devices in the same crosswalk or on the same side of a roadway.

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

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

G. No personal delivery device shall operate without the Operator providing written notification to all property owners and residents that lie upon the routes on which the personal delivery device intends to operate. Written notification shall include, at a minimum, the following elements: an illustration of the personal delivery device, Operator contact name, title, phone number, and e-mail address, and a summary of local and state laws and regulations governing the personal delivery device operations. Written notification shall be provided on no less than an annual basis.

H. No personal delivery device shall operate without the Operator providing written notification to the City Engineer. Written notification shall include, at a minimum, the following elements: an illustration of the personal delivery device, Operator contact name, title, phone number, and e-mail address, device storage location, planned routes and delivery area, identified roadway crossings, hours of operation, and number of deliveries planned per day. Written notification shall be provided on no less than an annual basis.

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

J. The Operator of a personal delivery device is responsible for retrieving the personal delivery device at such time as it has been damaged, malfunctions, is vandalized, or otherwise cannot or does not return to the personal

delivery device storage location. The Operator shall retrieve the device within 48-hours of receiving notice or otherwise becoming aware that the device did not return to its storage location.

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

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

M. At no time shall a personal delivery device carry contents of more than \$100.00 in value.

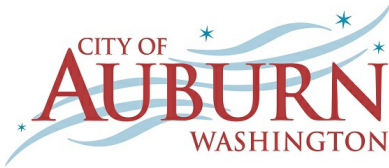
N. Personal delivery devices shall not operate during the following adverse weather conditions: 1-inch or more of snowfall accumulation present on, or along, the Personal Delivery Device route, lightning storms, dense fog, raining, or snowing conditions that limits the visibility of the device being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

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

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

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

R. Pursuant to RCW 46.75.050, the registered agent for an Eligible Entity operating a Personal Delivery Device shall be responsible for any traffic infractions committed by a personal delivery device. Any such infraction committed by a Personal Delivery Device is punishable by a \$200 fine.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Overview of 2024 Periodic Comprehensive Plan Update Program (Tate)(20 Minutes)

Date:

March 8, 2022

Department:

Community Development

Attachments:

[Exhibit A - CC Meeting](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background for Motion:**Background Summary:**

The Growth Management Act requires that each city and county in Washington state conduct a periodic update of its comprehensive plan and development regulations per, RCW 36.70A.130 every eight (8) years. The City's previous plan was substantially revised in December 2015, and Community Development is beginning the process of leading the periodic Comprehensive Plan update, which is currently due in June 2024.

The City's Comprehensive Plan must be consistent with recently adopted regional documents such as as Puget Sound Regional Council Vision 2050, King County Urban Growth Capacity Report, King and Pierce County Countywide Planning Policies. In addition, the Plan must address any state requirements adopted since the previous periodic plan that has not yet been addressed during the yearly annual comprehensive plan amendment process.

Concurrent with this process, Community Development staff is leading two other projects: a Downtown Plan (Special Area Plan) & Planned Action Update project and Housing Action Plan (HAP) Implementation project, which will provide additional analysis to be included in the comprehensive plan. In February 2022, Community Development selected consultant teams to assist City staff in developing the Comprehensive Plan, Downtown Plan, and Housing Action Plan Implementation projects. The City was awarded grants through the WA State Department of Commerce to complete the Downtown Plan (\$250,000) and Housing Action Plan Implementation (\$100,000) projects. Council will be taking action to approve Budget Amendment #5 items for each of these projects, as well as \$250,000 for the Comprehensive Plan program at the March 21st City Council Meeting.

Reviewed by Council Committees:

Councilmember: Stearns

Staff: Tate

Meeting Date: March 14, 2022

Item Number:

2024 PERIODIC COMPREHENSIVE PLAN UPDATE

CITY COUNCIL STUDY SESSION

JOSH STEINER, AICP – SENIOR
PLANNER

MARCH 14, 2022

Department of Community Development

Planning • Building • Development Engineering • Permit Center
Sustainability • Community Services • Code Enforcement

AUBURN
VALUES

S E R V I C E

E N V I R O N M E N T

E C O N O M Y

C H A R A C T E R

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

W E L L N E S S

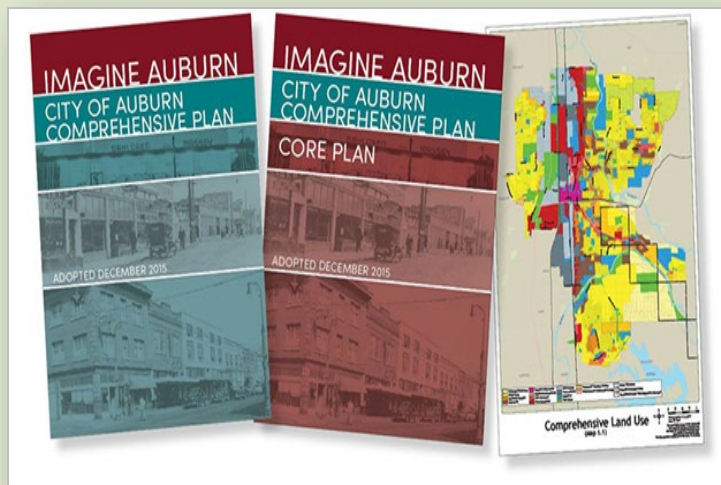
C E L E B R A T I O N

2024 PERIODIC COMPREHENSIVE PLAN UPDATE

Each city and county in Washington state is required to conduct a periodic update of its comprehensive plan and development regulations per RCW 36.70A.130 (The Growth Management Act, or GMA)

Auburn first adopted a growth management compliant Comprehensive Plan in 1995 in response to the Washington State Growth Management Act (GMA) requirements, as amended each year since.

The City adopted a substantially revised Comprehensive Plan in Dec. 2015 by Ordinance #6584. The Comprehensive Plan has been amended annually each year since.



2024 PERIODIC COMPREHENSIVE PLAN UPDATE

Purpose of Comprehensive Plan & Amendments

The City's Comprehensive Plan document provides the policy basis for the future development regulations to ensure that they are consistent as required by City code:

“ACC 14.22.050 Conformance and consistency.

The zoning, land division and other development codes contained or referenced within Auburn City Code shall be consistent with and implement the intent of the Comprehensive Plan. Capital budget decisions shall be made in conformity with the Comprehensive Plan.”

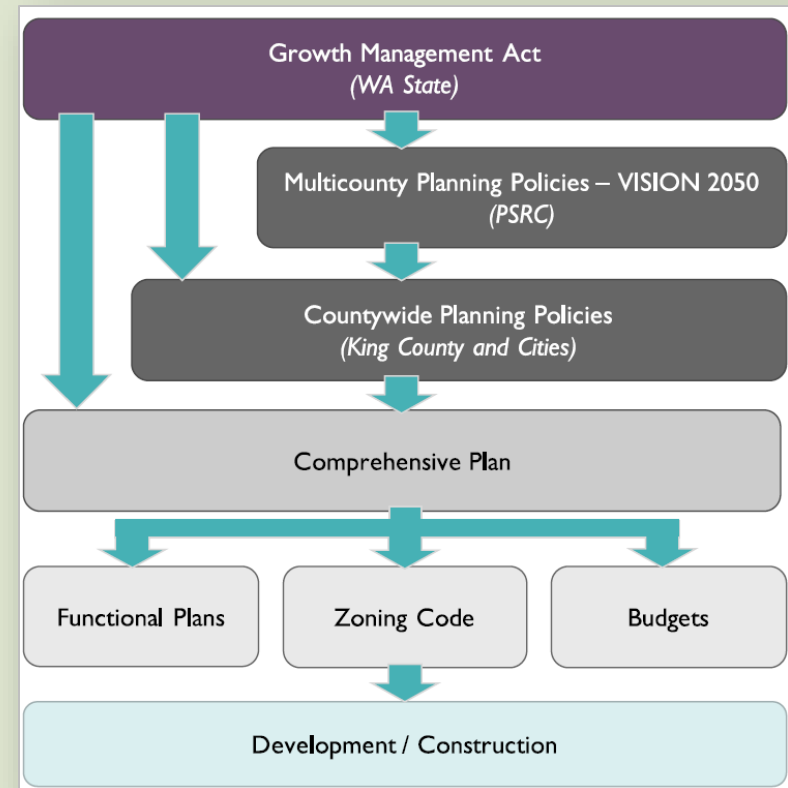
2024 PERIODIC COMPREHENSIVE PLAN UPDATE

Purpose of Comprehensive Plan & Amendments

The Comprehensive Plan must also be consistent with:

- Puget Sound Regional Council Vision 2050
- Urban Growth Capacity Report (King)
- Countywide Planning Policies (Pierce)
- Changes in state laws over the intervening time
- Respond to changing conditions within the local community.

GMA, PSRC, and CPP Requirements drive comprehensive plan update process.



Source: King County GMPC

2024 PERIODIC COMPREHENSIVE PLAN UPDATE

Growth Management Act (GMA)

- Series of statutes first adopted in 1990 that require fast-growing cities and counties to develop comprehensive plans to manage population growth.
- Primarily codified under RCW 36.70A.020 with amendments
- Establishes 13 goals that should act as the basis for all comprehensive plans
- Department Commerce is primary contact for GMA-related issues

GMA Goals (RCW 36.70A.020)

- | | | |
|-----------------------------|-------------------------------|---|
| • Concentrated urban growth | • Property | • Early and continuous public participation |
| • Sprawl reduction | • Permit processing | • Public facilities and services |
| • Regional transportation | • Natural resource industries | • Historic preservation |
| • Affordable housing | • Open space and recreation | • Shoreline management (RCW 36.70A.480) |
| • Economic development | • Environmental protection | |

Source: King County GMPC

2024 PERIODIC COMPREHENSIVE PLAN UPDATE

Growth Management Act (GMA)

- GMA establishes the primacy of the comprehensive plan
- Centerpiece of local planning and articulates a goals, objectives, policies, actions, and standards that are intended to guide day-to-day decisions by elected officials and local government staff
- GMA places strong emphasis on implementation
- Current review cycle is 8 years, with Auburn's next update due in June 2024

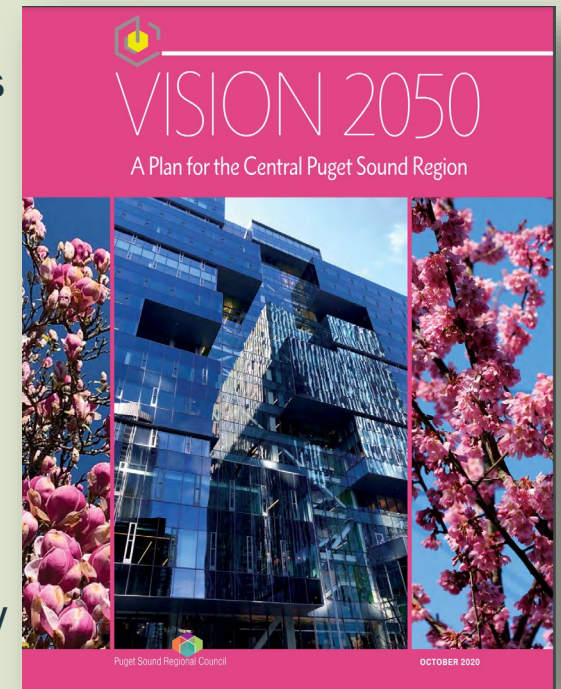
Mandatory Comp Plan Elements (RCW 36.70A.070)	Optional Comp Plan Elements
• Land Use • Housing • Capital Facilities Plan • Utilities • Rural Development (counties only) • Transportation • Ports (mandatory for cities with annual maritime port revenues exceeding \$60 million, RCW 36.70A.085)	• Economic Development* • Parks and Recreation* • Conservation (RCW 36.70A.080) • Solar Energy (RCW 36.70A.080) • Recreation (RCW 36.70A.080) • Subarea Plans (neighborhoods, rural villages, urban growth areas, tribal areas, etc.) • Ports (optional for cities with annual maritime port revenues of \$20 million to \$60 million, RCW 36.70A.085)
<i>*The elements with an asterisk are listed as mandatory in RCW 36.70A.070(7) and (8), but they are actually optional because funds have not been appropriated to help pay for preparing them, per RCW 36.70A.070(9).</i>	

Source: King County GMPC

2024 PERIODIC COMPREHENSIVE PLAN UPDATE

Vision 2050

- Multicounty Planning Policy Document created by Puget Sound Regional Council (PSRC) which covers King, Pierce, Snohomish, and Kitsap Counties
- Vision 2050 was adopted in October 2020 and builds from Vision 2040
- Local jurisdictions prepare plans that must be consistent with multicounty and countywide policies
- PSRC certifies countywide planning policies and local plans
- Vision 2050 notes that region is projected to grow by about 1.6 million people and 1.1 million jobs by 2050. Auburn's share of growth is found in Countywide Planning Policies



2024 PERIODIC COMPREHENSIVE PLAN UPDATE

Vision 2050

What's different from Vision 2040?

- Extends planning horizon to 2050
- Updated growth strategy aims for more growth near transit
- Advocates for sustainable funding sources
- Increases recognition of Native Trips and military installations
- New chapter on Climate Change
- Directs regional work on housing and equity

Key Policy Themes

-  Increase **housing** choices and affordability
-  Provide **opportunities** for all
-  Sustain a strong **economy**
-  Significantly reduce greenhouse gas **emissions**
-  Keep the region **moving**
-  Restore the health of **Puget Sound**
-  Protect a network of **open space**
-  Growth in **centers** and near **transit**
-  Act **collaboratively** and support **local efforts**

Source: Vision 2050

2024 PERIODIC COMPREHENSIVE PLAN UPDATE

Countywide Planning Policies

- Guidance for the comprehensive plans
- Urban growth area boundary and criteria for revising growth boundary
- Housing unit and employment growth targets (2019-2044)
- Criteria for defining urban centers and manufacturing/industrial centers
- Policies for issues of countywide nature
- Covers Environment, Development Patterns, Transportation, Economy, Public Facilities
- Updated to align with Vision 2050 and Regional Centers Framework, GMA changes, and Urban Growth Capacity Study (Buildable Lands Report)
- KC CPP Identifies 2019-2044 housing targets (12,000 net new residential units, 19,520 net new jobs)
- PC CPP (draft, 2022) identifies 2020-2044 housing targets (96 net new residential units, and 0 net new jobs)

2024 PERIODIC COMPREHENSIVE PLAN UPDATE

PSRC Regional Growth Center Requirements

- Regional Growth Strategy allocates most growth to Metro, Core, and High-Capacity Communities
- Auburn's Downtown is classified as a Core Regional Growth Center

2010 PSRC Regional Center Report - Auburn

234 gross Acres, 146 net developable
28% commercial
32% residential
13% industrial
18.2 population + employee
/acre (activity Units)

Urban Growth Center

These centers have an important regional role, with dense existing jobs and housing, high-quality transit service, and planning for significant growth. These centers may represent areas where major investments – such as high-capacity transit – offer new opportunities for growth.

Urban Growth Center Criteria

Center must meet each the following criteria:

- **Existing density.** 18 activity units per acre minimum
- **Planned target density.** 45 activity units per acre minimum

- **Mix of uses.** Regional growth centers should have a goal for a minimum mix of at least 15% planned residential and employment activity in the center.
- **Size.** 200 acres minimum - 640 acres maximum (may be larger if served by an internal, high capacity transit system)
- **Transit.** Existing or planned¹ fixed route bus, regional bus, Bus Rapid Transit, or other frequent and all-day bus service. May substitute high-capacity transit mode for fixed route bus. Service quality is defined as either frequent (< 15-minute headways) and all-day (operates at least 16 hours per day on weekdays) –or- high capacity
- **Market potential.** Evidence of future market potential to support planning target

Source: 2018 PSRC Regional Centers Framework Update

2024 PERIODIC COMPREHENSIVE PLAN UPDATE

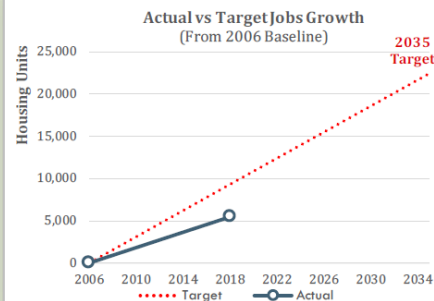
Buildable Lands Report

Overview

- Assessment of development capacity for future housing and employment.
- Plans assess how jurisdictions are achieving 2035 comprehensive plan goals
- Developed mid-cycle
- Auburn coordinates with both King County and Pierce County in process
- Assesses 2006 to 2018

Auburn Employment Capacity and Targets

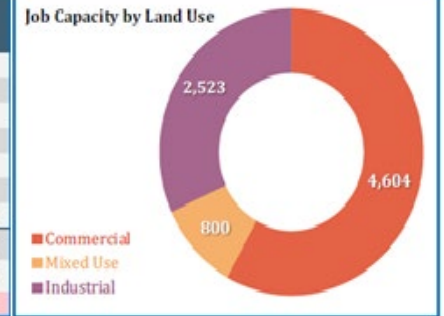
Auburn - Employment Growth and Commercial/Industrial Development Trends



Auburn Jobs Growth Target: 2006-2035		22,446
2006 Jobs (PSRC)		38,252
2018 Jobs (PSRC)		43,770
Total Jobs Growth		5,518
Remaining 2035 Target		16,928

% of Pace Needed to Achieve 2035 Jobs Target	Average Annual 2006-2018 Growth Rate	2018-2035 Avg. Annual Growth Rate Needed to Meet 2035 Target
59.4%	1.13%	1.94%

Job Capacity by Assumed Density Level	#	%
Very Low Density	4,877	62%
Low Density	3,050	38%
Medium Low Density	0	0%
Medium High Density	0	0%
High Density	0	0%
Capacity in Pipeline		0
Total Capacity (jobs)		7,927
Remaining Target (2018-2035)		16,928
Surplus/Deficit Capacity (jobs)		-9,001



Source: 2021 King County Urban Growth Capacity Report

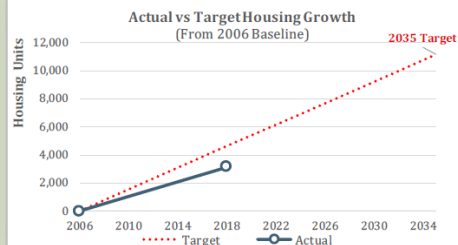
2024 PERIODIC COMPREHENSIVE PLAN UPDATE

Buildable Lands Report

- 2021 King County Urban Growth Capacity Report (King)
 - Buildable lands residential targets, supply, and capacity

Auburn Residential Capacity and Targets

Housing Growth and Residential Development Trends



Auburn Housing Growth Target: 2006-2035		11,159
2006 Estimated Housing Units	23,602	
2018 Estimated Housing Units	26,740	
Estimated Housing Growth	3,138	
Remaining 2035 Target	8,021	

% of Pace Needed to Achieve 2035 Housing Growth Target	Average Annual 2006-2018 Growth Rate	2018-2035 Avg. Annual Growth Needed to Meet 2035 Target
68.0%	1.05%	1.56%

Capacity (units)	
Very Low Density Zones	186
Low Density Zones	4,068
Medium Low Density Zones	1,856
Medium High Density Zones	0
High Density Zones	1,641
Capacity in Pipeline	1,400
Total Capacity (Units)	9,151
Remaining Target (2018-2035)	8,021
Surplus/Deficit Capacity (Units)	1,130

Housing Capacity by Density Level (units)



Source: 2021 King County Urban Growth Capacity Report

2024 PERIODIC COMPREHENSIVE PLAN UPDATE

Buildable Lands Report – Pierce County

- Countywide Planning Policies (Pierce, 2022) Buildable lands target, supply, and capacity population and employment
- Lakeland area is primary Auburn portion in Pierce County
- Area is mostly built out

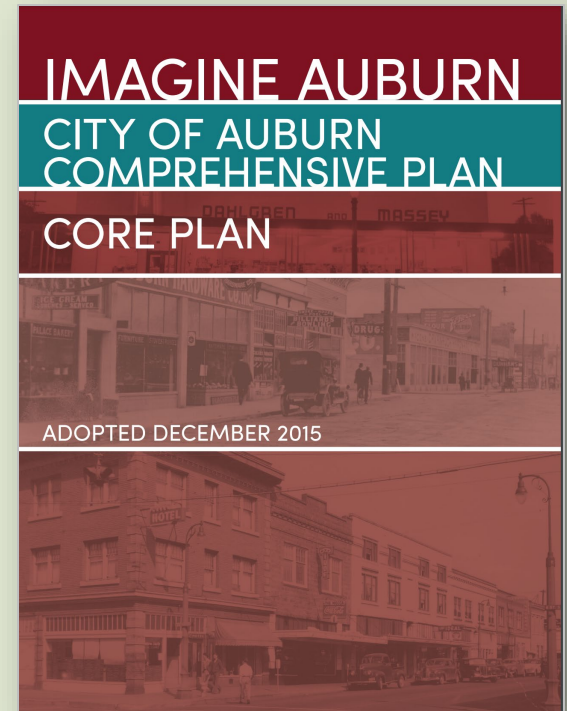
PIERCE COUNTY BUILDABLE LANDS REPORT (FOURTH EDITION)						09/30/2021
Table 1-13: Countywide Capacity and DRAFT 2020-2044 Need						
Jurisdiction	Housing Capacity	2020-2044 DRAFT Housing Need	Difference	Employment Capacity	2020-2044 DRAFT Employment Need	Difference
Auburn (part)	117	96	21	656	0	656

Source: 2021 Pierce County Buildable Lands Report

2024 PERIODIC COMPREHENSIVE PLAN UPDATE

Auburn Comprehensive Plan Elements

- **Land Use Element (Community Development)**
- **Housing Element (Community Development)**
- **Transportation Element (Public Works)** –
Adopted by Reference as *Comprehensive Transportation Plan*
- **Capital Facilities (Finance)**
- **Economic Development (Community Development)**
- **Parks and Recreation (Parks)**
- **Private Utilities (Public Works)**
- **Historic Preservation (Community Development)**



2024 PERIODIC COMPREHENSIVE PLAN UPDATE

Comprehensive Plan Program Coordination

- Coordination of this update will be led by Planning Services staff, with assistance from a selected consultant.
- Other departments will be serving in a lead role for the specific elements that they oversee (e.g. Parks to oversee Park and Recreation element, Public Works to oversee Transportation element).
- Because each element relies upon zoning and land use assumptions such as densities and allowable uses, there is a need to closely coordinate the Land Use element update with all of the other elements.

2024 PERIODIC COMPREHENSIVE PLAN UPDATE

Comprehensive Plan Program Coordination

- Planning Services issued a Request for Proposal (RFP) in December 2021 that requested consultant assistance in developing a framework for developing the comprehensive plan update process and for assistance in analysis for specific comprehensive plan elements.
- SCJ Alliance was selected, and Planning Services is currently coordinating with the consultant on the schedule and scope of work. The periodic comprehensive plan update process is expected to begin in March 2022.
- The Planning Commission will be kept informed of status
- Public hearing and a development of a recommendation to the City Council
- Downtown Plan and Housing Action Plan Implementation projects running concurrently. Budget amendments were submitted for consideration at March 21st meeting.
- A budget amendment for \$250,000 was submitted which will be considered by Council at March 21st meeting.

2024 PERIODIC COMPREHENSIVE PLAN UPDATE

Key Timeline Elements

Tentative Council and Planning Commission Touch Points

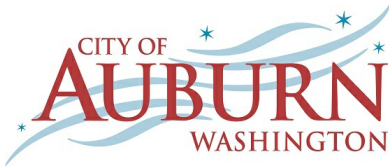
- Q2 2022 – Comprehensive Planning Program Overview (CC)
- Q3 2022 - Public outreach (CC)
- Q1 2023 – Land Use and Housing Analysis (CC)
- Q4 2022 - Planning Commission workshops (PC)
- Q4 2023/Early 2024 - Planning Commission Hearings (PC)
- Q1 2024 - Presentation of Planning Commission recommendation to City Council (CC)

Year	2022								2023							
Quarter	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Phase 1 Project Management																
Phase 2 Comprehensive Plan Framework																
Phase 3 Land Use Element																
Phase 4 Housing Element Analysis																
Phase 5 Core Report																
Phase 6 Climate Change Analysis (tentative)																
Phase 7 Public Outreach																
Task 4 Planning Commission, City Council						PC			CC				PC			
Phase 8 EIS																

2024 PERIODIC COMPREHENSIVE PLAN UPDATE

Any questions?

(end)



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6857 (Tate)(20 Minutes)

Date:

March 8, 2022

Department:

Community Development

Attachments:

[Ordinance No 6857](#)

[Exhibit A. - ACC Chapter 8.13](#)

[Exhibit B - ACC Chapter 1.25](#)

[Ordinance No 6857 PowerPoint Presentation](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background for Motion:**Background Summary:**

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

Reviewed by Council Committees:

Councilmember: Stearns

Staff:

Tate

Meeting Date: March 14, 2022

Item Number:

ORDINANCE NO. 6857

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

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

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

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

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

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

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

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

Section 5. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 6. Effective date. This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

Ordinance No. 6857
March 8, 2022
Page 2 of 3

Kendra Comeau, City Attorney

Published: _____

Chapter 8.13

GRAFFITI REMOVAL

Sections:

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

8.13.010 Graffiti deemed nuisance.

- A. Graffiti and other defacement of public and private property, including walls, rocks, bridges, buildings, fences, gates and other structures, trees, and other real and personal property within the city constitutes a nuisance.
- B. Although it is appropriate, where possible, to request that the courts require people who are convicted of acts of defacement and vandalism involving application of graffiti to public or private property to restore the property so defaced, damaged or destroyed, obtaining convictions for such acts is difficult because the offenses involving such offenses can be committed so very quickly and secretively that witnesses to the acts are frequently nonexistent.
- C. Although the public should be encouraged to cooperate in the elimination of graffiti by reporting the same to the proper authorities, it is also important to eliminate the presence of graffiti from the community so that the product of the illegal acts of those involved in application of graffiti is not visible and the property on which the graffiti is located and surrounding properties do not suffer diminution of value. (Ord. 5650 § 1, 2002.)

8.13.020 Definitions.

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

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

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

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

8.13.030 Graffiti prohibited.

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

8.13.040 Graffiti – Notice of removal.

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

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

- ~~1. By personal service on the owner, occupant or person in charge or control of the property;~~
- ~~2. By registered or certified mail addressed to the owner at the last known address of said owner. If this address is unknown, the notice will be sent to the property address.~~

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

~~Notice of Intent to Remove Graffiti~~

Date:

To:

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

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

(Ord. 5650 § 1, 2002.)

8.13.050 City costs enforceable – Debt – Lien.

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

~~8.13.060 — Appeal.~~

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

8.13.070 Removal Abatement by city.

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

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

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

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

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

Note: This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.

[City Website: www.auburnwa.gov](http://www.auburnwa.gov)

[Code Publishing Company](#)

Chapter 1.25

CIVIL PENALTIES FOR VIOLATIONS

Sections:

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

1.25.010 Purpose.

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

1.25.020 Definitions.

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

A. “Act” means doing or performing something.

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

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

D. “Omission” means a failure to act.

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

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

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

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

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

1.25.030 Notice to correct violation.

A. *Authority to Issue.*

1. Whenever the code enforcement official or other authorized enforcement official, or designee, determines that a violation is occurring or has occurred, they may issue a notice to correct the violation, in a form pursuant to subsection [C](#) of this section, to the property owner(s) and/or tenant(s) and/or to any person(s) causing or allowing or participating in the violation.
2. If a notice to correct the violation has been issued, the code enforcement official shall require the violation to be corrected within one to 15 ~~working~~ calendar days from the issuance of the notice to correct. The length of time to correct shall be determined, in the sole discretion of the code enforcement official or other authorized enforcement official, or designee, by the scope of violation, the history of prior violations by the same persons and/or at the same location and method needed to correct violation. All violations, in any event, shall be corrected expediently.

B. *Receipt of Correction Notice.*

1. Upon receipt of notice to correct violation, the violator shall either correct the violation or ask the code enforcement official for a reconsideration of the notice to correct within the time frame set out in subsection [\(B\)\(3\)](#) of this section.
2. If the violator corrects the violation, the code enforcement official shall close the violation file and notify violator of compliance.
3. The property owner and/or tenant may request reconsideration of the notice to correct violation by the code enforcement official. This request must be made in writing prior to the date on which corrections are to be completed as specified in the notice. The code enforcement official shall respond to the request for reconsideration, if timely received, no later than seven calendar days from the date the request for reconsideration was received. The code enforcement official may amend the notice (a) to correct the notice, (b) for good cause to allow for a longer time to correct the violation, (c) to amend the scope of violation, or (d) to rescind the notice. A stay of the time allowed for correction shall be in effect from the date that a request for reconsideration was received, if timely received, until the date a response to the request for reconsideration is sent.
4. If the violator corrects the violation pursuant to the reconsideration determination, the code enforcement official shall close the violation file and notify the violator of compliance.

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

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

2. The street address or description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring; and
3. A description of the violation and a reference to the Auburn City Code or related provision, standard, regulation, procedure or permit which has been violated; and
4. A statement of the action required to be taken to correct the violation as determined by the code enforcement official and a date or time by which correction is to be completed; and
5. A statement that the property owner and/or tenant may request a reconsideration of the notice to correct violation by the code enforcement official and the procedures required for such request; and
6. A statement that the consequences of failing to correct the violation may result in monetary penalties and/or other enforcement requirements; and
7. A statement that the person to whom the notice to correct violation is directed shall inform the code enforcement official of the correction so an inspector can be sent to the violation premises to confirm the correction.

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

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

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

1.25.035 Stop work order.

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

1.25.040 Notice of infraction.

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

1.25.050 Penalties for infractions.

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

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

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

1.25.060 Uncorrected violations.

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

1.25.065 Additional penalty and enforcement provisions.

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

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

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

1. The amount of the initial penalty and the amount of the per day penalty for each day the violation(s) continues, and, if applicable, the conditions on which assessment of such civil penalty is contingent.
2. A statement that the recurring penalty accrues each day automatically, without further notice.
3. The procedure for appealing the penalty, as described in this chapter.
4. That if the penalties are unpaid within 10 calendar days of when they become effective, they shall become a lien on the property that shall be of equal rank with state, county and municipal taxes.

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

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

E. *Appeal of Notice of Penalty.*

1. An assessed civil penalty may be appealed to the city hearing examiner within 14 calendar days of the penalty's effective date, in the same manner as determinations of the building official are appealed under ACC [15.07.130](#). After the 14-day period, penalties shall be final and binding. The hearing examiner may grant an extension of time for filing an appeal if the person establishes that they did not receive the notice of penalty due to good cause. The burden of proving such good cause circumstances is on the person making the claim.
2. The appeal shall be processed and the hearing conducted according to the provisions of ACC [15.07.130](#) and the provisions of that section are adopted by reference for the purpose of this chapter. The person appealing may appeal either the determination that a violation exists or the amount of the civil penalty imposed, or both. The person appealing may appeal all penalties that are not final and binding. The hearing examiner has the authority to affirm, dismiss, or modify the civil penalty. The city shall have the burden of proving by a preponderance of the evidence the commission of a violation. If the hearing examiner finds that a violation was not committed at the time the notice of penalty was issued, the examiner shall dismiss all penalties before them that were imposed for the alleged violation and the city shall dismiss all additional penalties, whether effective or final, that were imposed for the alleged violation.
3. The civil penalties for a continuing violation shall not continue to accrue pending determination of the appeal; however, the hearing examiner may impose a daily monetary penalty, to a maximum of \$100.00 per day, from the date of service of the notice of penalty if the hearing examiner finds that the appeal is

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

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

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

F. *Cost Recovery and Lien.*

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

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

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

- a. The authority for imposing a civil penalty;
- b. A brief description of the civil penalty imposed, including the violations charged and the duration thereof;
- c. A legal description of the property to be charged with the lien;
- d. The name of the known or reputed owner; and
- e. The amount, including lawful and reasonable costs, for which the lien is claimed. (Ord. 6708 § 3, 2018; Ord. 6647 § 2, 2017; Ord. 6615 § 7, 2016; Ord. 6328 § 4, 2010.)

1.25.070 Abatement.

Repealed by [Ord. 6615](#). 1.25.080 Interpretation.

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

1.25.090 Hearing examiner.

Repealed by [Ord. 5966](#). 1.25.100 Collection enforcement and/or abatement.

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

1.25.110 Additional enforcement procedures.

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

1.25.120 Constitutionality or invalidity.

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

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

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

Note: This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.

[City Website: www.auburnwa.gov](http://www.auburnwa.gov)

[Code Publishing Company](#)

DEPARTMENT OF COMMUNITY DEVELOPMENT

GRAFFITI ABATEMENT THROUGH ART INSTALLATIONS

CHRIS BARACK

CODE COMPLIANCE MANAGER

CITY COUNCIL STUDY SESSION – MARCH 14, 2021

Department of Community Development

Planning • Building • Development Engineering • Permit Center • Economic Development • Community Services • Code Enforcement

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BACKGROUND – CPTED

I was first introduced to public art in 2018, when attended the Crime Prevention Through Environmental Design (CPTED) basic training. After the training was completed, I was hopeful to bring the philosophy of public art back to the City of Auburn, to be utilized as a deterrent to graffiti. Due to graffiti throughout the City, and the costs associated with covering or removing it, I was confident this approach would be a way to help combat this public nuisance, as well as beautify the City.

Taggers, graffiti artists, and gangs tend to target blank surfaces such as walls, dumpsters, utility cabinets, bridge underpasses, etc. to display their messages. These areas become message boards for local taggers, graffiti artists, and gangs to communicate and for the world to see. It does appear that if a surface is covered with “art,” there is an unwritten code amongst these groups to move on and not deface the work.

It is recommended that if an area is covered with graffiti, that it be covered or painted over within 24 hours. This swift action is usually discouraging to this group, and they move on to another, less responsive area. The goal of a tagger, graffiti artist, or gang is to have their message displayed for all to see, for as long as they can.

Graffiti gives residents and visitors the feeling of fear, loss of control, and depression. Public art adds a feeling of “richness” and pride in the community and works as a deterrent to graffiti.

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WHAT HAVE WE DONE SO FAR

In 2019, the City of Auburn Code Compliance division started implementing “public art” as a way of abating/discouraging graffiti, as well as beautify the City of Auburn. The first art installations are on the primary, secondary corridors, and in the Downtown area. To date the following areas have been treated with public art:

- ☐ Traffic signal cabinets - 42
- ☐ Bridge murals - 1

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SIGNAL CABINET WRAPS ROUND 1



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SIGNAL CABINET WRAPS CONTINUED



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SIGNAL CABINET WRAPS CONTINUED



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SIGNAL CABINET WRAPS ROUND 2



A Street SE / Lakeland Hills



Lakeland Hills / Lake Tapps Prky



320th Ave SE / 104th Ave SE

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SIGNAL CABINET WRAPS ROUND 2 CONTINUED



320th Ave SE / 124th Ave SE



Auburn Way S / Academy Drive



M Street / E. Main Street

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SIGNAL CABINET WRAPS ROUND 2 CONTINUED



29th Street SE / R Street SE



Auburn Way North / 277th Street



M Street NE / 4th Street NE

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SIGNAL CABINET WRAPS ROUND 2 CONTINUED



Lea Hill / 105th Ave SE



Auburn Way N / 22nd Street NE



37th Street NW / Ron Crocket

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SIGNAL CABINET WRAPS ROUND 2 CONTINUED



Harvey / I Street NE



C Street SW / GSA entrance



A Street SE / 29th Street SE

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SIGNAL CABINET WRAPS ROUND 2 CONTINUED



Auburn Way N / 37th Street NE



Auburn Way N / 9th Street NE



304th Street SE / 118th Ave SE

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SIGNAL CABINET WRAPS ROUND 2 CONTINUED



Auburn Way S / 12th Street SE



Kersey Way / Oravetz Road



Harvey / 8th Street NE

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SIGNAL CABINET WRAPS ROUND 2 CONTINUED



West Valley HWY / 37th Street NW



Auburn Way N / 30th Street NE



Auburn Way S / Library

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F STREET SE UNDERPASS

Images from Google maps show as early as 2008 where graffiti has been covered. Based on these dates, approximately 12 years of City maintenance for graffiti. Costs unknown, but most likely in the thousands!



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F STREET SE UNDERPASS MURAL



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WHAT'S NEXT?

In 2022, the City of Auburn Code Compliance division will oversee the installation of:

- ☐ Traffic signal cabinet wraps (new locations) - 21
- ☐ Signal cabinet battery back-ups – 35
- ☐ Bridge underpass mural (Booth bridge) - 1



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CHAPTER 8.13 GRAFFITI CODE CHANGES

Below are the proposed changes for ACC Chapter 8.13 Graffiti removal. In this chapter of code, there is a separate means of notification, appeal, and removal, not consistent with other chapters of City code. These revisions would standardize process, procedure, and timelines for compliance.

- ☐ ACC 8.13.040(A) Graffiti Notice of removal - reduce number of days from 15 days to 3 calendar days
- ☐ ACC 8.13.040(B)(C) Graffiti Notice of removal – remove these sections and use provisions in ACC 1.25.030
- ☐ ACC 8.13.060 Appeal – remove this section and use provisions in ACC 1.25
- ☐ ACC 8.13.070 change word from “Removal” to “Abatement” and use provisions in ACC 1.25

CHAPTER 1.25 CODE CHANGES

Chapter 1.25 provides Code Compliance staff the authority to enforce City and International codes. Current code language has both calendar days and working days. The intent of these changes is to standardize timelines for compliance. Below are the proposed changes:

- ☐ ACC 1.25.030 Notice to correct violation – change 15 working days to 15 calendar days
- ☐ ACC 1.25.065(A) Additional penalty and enforcement provisions – change 60 days to 60 calendar days
- ☐ ACC 1.25.065(B)(4) Additional penalty and enforcement provisions – change 10 days to 10 calendar days

Thank you!

Questions?

Department of Community Development
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W E L L N E S S

C E L E B R A T I O N