CITY OF AUBURN WASHINGTON	**City Council Meeting** **March 5, 2018 - 7:00 PM** **City Hall Council Chambers** **AGENDA** **Watch the meeting LIVE!** **Watch the meeting video** Meeting videos are not available until 72 hours after the meeting has concluded.

I. **CALL TO ORDER**

A. **Pledge of Allegiance**

B. **Roll Call**

II. **ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

III. **APPOINTMENTS**

A. White River Valley Museum Board

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

(RECOMMENDED ACTION: City Council confirm the appointment to the White River Valley Museum Board.)

IV. **AGENDA MODIFICATIONS**

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

A. **Public Hearings**

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

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

B. **Audience Participation**

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

C. **Correspondence**

VI. **COUNCIL AD HOC COMMITTEE REPORTS**

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

VII. CONSENT AGENDA

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

A. Minutes of the February 20, 2018 Regular City Council Meeting

B. Minutes of the July 25, 2016 and August 8, 2016 Study Session Meetings

C. Claims Vouchers (Coleman)

Claims vouchers 447802 through 447913 in the amount of $421,256.92 and six wire transfers in the amount of $717,336.70 and dated March 5, 2018.

D. Payroll Vouchers (Coleman)

Payroll check numbers 537793 through 537812 in the amount of $517,556.71 and electronic deposit transmissions in the amount of $1,960,136.46 for a grand total of $2,477,693.17 for the period covering February 15, 2018 to February 28, 2018.

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

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. ORDINANCES

A. Ordinance No. 6670 (Gaub)

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

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6670.)

B. Ordinance No. 6672 (Gaub)

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

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6672.)

C. Ordinance No. 6675 (Tate)

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

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6675.)

D. Ordinance No. 6679 (Gaub)

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

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6679.)

XI. RESOLUTIONS

A. Resolution No. 5346 (Gaub)

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

(RECOMMENDED ACTION: City Council adopt Resolution No. 5346.)

B. Resolution No. 5349 (Gaub)

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

(RECOMMENDED ACTION: City Council adopt Resolution No. 5349.)

C. Resolution No. 5350 (Hinman)

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

(RECOMMENDED ACTION: City Council adopt Resolution No. 5350.)

D. Resolution No. 5351 (Faber)

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

(RECOMMENDED ACTION: City Council adopt Resolution No. 5351.)

E. Resolution No. 5352 (Gaub)

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

(RECOMMENDED ACTION: City Council adopt Resolution No. 5352.)

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. **From the Council**

B. **From the Mayor**

XIII. ADJOURNMENT

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

AGENDA BILL APPROVAL FORM

Agenda Subject:
Public Hearing on 2018 Stormwater Management Program Plan (Gaub)

Date:
February 15, 2018

Department:
CD & PW

Attachments:
Draft 2018 Stormwater Management Program Plan

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

Administrative Recommendation:

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

Background Summary:

A public hearing is required to be held to accept comments on the draft 2018 Stormwater Management Program Plan (SWMP) that was presented at the February 12, 2018 City Council Study Session. Written comments are also being accepted through the close of business March 5, 2018.

Reviewed by Council Committees:

Councilmember:

Staff: Gaub

Meeting Date: March 5, 2018

Item Number: PH.1

CITY OF AUBURN

2018 STORMWATER MANAGEMENT PROGRAM PLAN

City of Auburn, WA
March 2018

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1. INTRODUCTION

1.1 Overview

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

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

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

1.2 Regulatory Background

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

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

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

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

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

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

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

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

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

1.3 City of Auburn Regulated Area

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

1.4 SWMP Implementation Responsibilities

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

1.5 Document Organization

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

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

- **Section 9.0** addresses monitoring.

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

2. STORMWATER MANAGEMENT PROGRAM ADMINISTRATION

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

2.1 Permit Requirements

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

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

2.2 Planned 2018 Compliance Activities

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

Table 2-1. 2018 Stormwater Management Administration Program Work Plan

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

3. PUBLIC EDUCATION AND OUTREACH

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

3.1 Permit Requirements

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

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

3.2 Planned 2018 Compliance Activities

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

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

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

Table 3-1. 2018 Public Education and Outreach Work Plan

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

4. PUBLIC INVOLVEMENT AND PARTICIPATION

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

4.1 Permit Requirements

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

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

4.2 Planned 2018 Compliance Activities

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

Table 4-1. 2018 Public Involvement and Participation Work Plan

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

5. ILLICIT DISCHARGE DETECTION AND ELIMINATION

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

5.1 Permit Requirements

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

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

5.2 Planned 2018 Compliance Activities

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

Table 5-1. 2018 Illicit Discharge Detection and Elimination Work Plan

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

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

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

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

6.1 Permit Requirements

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

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

6.2 Planned 2018 Compliance Activities

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

Table 6-1. 2018 Controlling Runoff from Development, Redevelopment, and Construction Sites Work Plan

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

7. MUNICIPAL OPERATIONS AND MAINTENANCE

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

7.1 Permit Requirements

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

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

7.2 Planned 2018 Compliance Activities

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

Table 7-1. 2018 Municipal Operations and Maintenance Work Plan

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

8. COMPLIANCE WITH TOTAL MAXIMUM DAILY LOAD REQUIREMENTS

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

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

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

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

Actions required of the City under this TMDL include:

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

  These actions have been completed.

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

  This action has been completed.

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

8.1 Planned 2018 Compliance Activities

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

Table 8-1. 2018 Compliance with TMDL Load Requirements

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

9. MONITORING

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

9.1 Permit Requirements

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

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

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

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

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

9.2 Planned 2018 Compliance Activities

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

Table 9-1. 2018 Water Quality Monitoring Work Plan

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

APPENDIX A

Acronyms and Definitions

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

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

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

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

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

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

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

BMP means Best Management Practice.

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

Census defined urban area means Urbanized Area.

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

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

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

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

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

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

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

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

EPA means the U.S. Environmental Protection Agency.

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

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

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

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

Highway means a main public road connecting towns and cities.

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

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

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

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

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

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

Land disturbing activity means any activity that results in a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to clearing, grading, filling and excavation. Compaction that is associated with stabilization of structures and road construction shall also be considered land disturbing activity. Vegetation maintenance practices, including landscape maintenance and gardening, are not considered land disturbing activity. Stormwater facility maintenance is not considered land disturbing activity if conducted according to established standards and procedures.

LID means Low Impact Development.

LID BMP means low impact development best management practices.

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

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

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

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

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

MEP means Maximum Extent Practicable.

MS4 means municipal separate storm sewer system.

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

(i) Owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of Washington State.

(ii) Designed or used for collecting or conveying stormwater.

(iii) Which is not a combined sewer;

(iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.; and

(v) Which is defined as "large" or "medium" or "small" or otherwise designated by Ecology pursuant to 40 CFR 122.26.

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

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

New development means land disturbing activities, including Class IV General Forest Practices that are conversions from timber land to other uses; structural development, including construction or installation of a building or other structure; creation of hard surfaces; and subdivision, short subdivision and binding site plans, as defined and applied in chapter 58.17 RCW. Projects meeting the definition of redevelopment shall not be considered new development. Refer to Appendix 1 for a definition of hard surfaces.

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

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

NOI means Notice of Intent.

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

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

Construction Stormwater General Permit.

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

NPDES means National Pollutant Discharge Elimination System.

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

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

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

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

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

QAPP means Quality Assurance Project Plan.

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

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

RCW means the Revised Code of Washington State.

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

Redevelopment means, on a site that is already substantially developed (i.e., has 35% or more of existing hard surface coverage), the creation or addition of hard surfaces; the expansion of a building footprint or addition or replacement of a structure; structural development including construction, installation or expansion of a building or other structure; replacement of hard surface that is not part of a routine maintenance activity; and land disturbing activities. Refer to Appendix 1 for a definition of hard surfaces.

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

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

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

RSMP means Regional Stormwater Monitoring Program.

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

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

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

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

SIDIR means Source Identification Information Repository.

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

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

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

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

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

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

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

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

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

SWMP means Stormwater Management Program.

TMDL means Total Maximum Daily Load.

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

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

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

UGA means Urban Growth Area.

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

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

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

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

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

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

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the February 20, 2018 Regular City Council Meeting

Date:
March 1, 2018

Department:
Administration

Attachments:
02-20-2018 Minutes

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

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: March 5, 2018

Item Number: CA.A

CITY OF AUBURN WASHINGTON	**City Council Meeting** **February 20, 2018 - 7:00 PM** **City Hall Council Chambers** **MINUTES** **Watch the meeting LIVE!** **Watch the meeting video** Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

A. Pledge of Allegiance

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

B. Roll Call

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

Mayor Nancy Backus was in attendance, and the following department directors and staff members were present: City Attorney Daniel B. Heid, Parks, Arts and Recreation Director Daryl Faber, Finance Director Shelley Coleman, Police Commander Dan O'Neil, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Planner Alexandria Teague, Assistant Director of Community Development Services Jeff Tate, Director of Administration Dana Hinman, and Deputy City Clerk Shawn Campbell

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

There were no announcements, proclamations or presentations.

III. APPOINTMENTS

A. Board and Commission Reappointments

Transportation Advisory Board

City Council to confirm the following reappointment to the Transportation Advisory Board for a three year term expiring December 31, 2020:

Pamela Gunderson

Civil Service Commission

City Council to confirm the following reappointment to the Civil Service Commission for a six year term to expire December 31, 2022:

Heidi Harris

Deputy Mayor Baggett moved and Councilmember Holman seconded to confirm the appointment to the Transportation Advisory Board.

MOTION CARRIED UNANIMOUSLY. 7-0

Councilmember Holman moved and Councilmember Trout-Manual seconded to confirm the appointment to the Civil Service Commission.

MOTION CARRIED UNANIMOUSLY. 7-0

IV. AGENDA MODIFICATIONS

There was no change to the agenda.

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

1. Public Hearing for Franchise Agreement No. 12-41 (Gaub)

   City Council to conduct a public hearing to receive public comments and suggestions with regard to the proposed Franchise Agreement No. 12-41

   Mayor Backus opened the public hearing at 7:03 p.m.

   Virginia Haugen, 2503 R ST SE, Auburn
   Ms. Haugen asked Councilmembers to fully read the contract and see how it will affect the community monetarily.

   With no further public comments the Mayor closed the public hearing at 7:04 p.m.

B. Audience Participation

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

Amanda Tracy, 2025 Ginkgo Street SE, Auburn
Ms. Tracy spoke to Council about ways to promote renewable energy in Auburn.

Arin Wells, 3611 I Street NE, Auburn
Mr. Wells is a resident of the River Mobile Home Park. He explained that each mobile home is an individual resident's. The City has announced that because they have a master water meter the mobile home park will have to pay commercial rates. He stated this is wrong because they are a residential area.

Nancy Colson, 1214 O Street NE, Auburn
Ms. Colson requested Council approve the resolution for art work. The proposed piece is a large scale piece of art that is eye catching and iconic.

Wayne Osborn, 1806 4th Place NE, Auburn
Mr. Osborn requested Council approve Resolution No. 5345 for public art.

Virginia Haugen, 2503 R Street SE, Auburn
Ms. Haugen stated she and her family had fun at the Chamber of Commerce Healthy Expo event at Les Gove Park. She stated she is upset by people who are being charged commercial rates for water at the mobile home parks and the cost of the Mayor's travel. She requested Councilmember stop squabbling at Council meetings.

Bob Zimmerman, 33029 16th Place South, Auburn
Mr. Zimmerman attended a training session for CERT volunteers. He requested the rules of the building codes be enforced not just the code. He stated he spoke with an inspector from Seattle that said without footings a wall will fall down in an earthquake.

C. **Correspondence**

There was no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

Councilmember Holman, Chair of the Finance ad hoc committee that reviews claims and payroll vouchers, reported he and Councilmember Brown reviewed the payroll vouchers and electronic deposits in the approximate amount of $2.1 million and claims vouchers and wire transfers in the amount of approximately $4.2 million for the periods February 1, 2018 to February 14, 2018 and dated February 20, 2018, respectively. The ad hoc committee recommends approval of the claims and payroll vouchers as described on the Consent Agenda.

Councilmember DaCorsi, chair of the Road Projects ad hoc committee reported the ad hoc committee has not met at this time.

VII. CONSENT AGENDA

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

A. Minutes of the February 5, 2018 Regular Council Meeting

B. Claims Vouchers (Coleman)

Voucher Numbers 447607 through 447801 in the amount of $3,867,330.10 and one wire transfer in the amount of $404,640.95 and dated February 20, 2018.

C. Payroll Vouchers (Coleman)

Check numbers 537769 through 537792 in the amount of $221,260.67, electronic deposit transmissions in the amount of $1,929,057.83 for a grand total of $2,150,318.50 for the period covering February 1, 2018 to February 14, 2018

D. Legislative Services Contracts with W2A and Thompson Consulting Group (Hinman)

(see below this item was moved to Unfinished Business.)

E. Public Works Project No. CP1507 (Gaub)

City Council approve Final Pay Estimate No. 7 to Contract No. 17-02 in the amount of $48,445.92 and accept construction of Project No. CP1507, Auburn Way North Preservation.

F. Public Works Project No. CP1605 (Faber)

City Council to award of Contract No. 18-04, to the lowest responsible bidder for Project No. CP1605 – Les Gove Park Crescent Project

(see below this item was moved to Unfinished Business.)

Councilmember Baggett moved and Councilmember Holman seconded to approve the consent agenda.

Councilmember Peloza requested item "D" and "F" be pulled for further discussion.

MOTION TO APPROVE THE CONSENT ITEMS< EXEPT ITEMS D AND F CARRIED UNANIMOUSLY. 7-0

VIII. UNFINISHED BUSINESS

A. Legislative Service Contrat with W2A and Thompon

City Attorney Heid recommended the Council discuss and vote on the two contracts separately.

Councilmember Holman moved and Councilmember Peloza seconded to approve the Washington 2 Advocates agreement.

Councilmember Holman stated the City has used Washington 2 Advocates for a very long time. They assist the City in Olympia and Washington DC.

Councilmember Peloza thanked Director Hinman for providing the additional data requested. He stated he still has a concern about how the advocacy groups help the City. Director Hinman explained the City has year round access to the advocacy group. The City uses Washington 2 year round. They assist in discussions with other jurisdictions along with the

State and Federal legislators.

Director Hinman explained the Washington Advocates help in bringing funds to Auburn. They help staff make the right connections and schedule meetings with those that can assist the City best. They provided the City with support and assisted the City in keeping grant funds that were in danger.

Councilmember Peloza requested on the next report a small explanation of what the advocacy group did to help the City.

Councilmember Wales stated she has requested invoices for both Washington 2 Advocates and the Thompson Group for the last six years. She asked Director Coleman the contracted amount six years ago. Director Coleman stated the contract was for $15,000.00 a month. Councilmember Wales stated she is concerned that when the contract started it was for $15,000.00 a month with the City having a full time staff person and now there is not a staff person but the cost is $22,000.00 a month. She feels like they advocate for things that tangentially impact Auburn but not specifically. She questioned if the City should the narrow the scope of the contract.

Councilmember Holman stated there are a lot of issues that have a lot of impact on the residents of the City of Auburn he believes the City gets good value for the money spent on these contracts.

Councilmember Holman Called for the Question.

MOTION FAILED 3-4
Deputy Mayor Baggett, Councilmembers Holman and Brown votes yes.

Councilmember Brown stated he would like a more specific action report provided by the consultants.

Councilmember Peloza stated when they City receives the monthly invoices the consultants could provide a list of actions for the month.

Councilmember Wales stated she is still concerned with the funds spent. It is important if the City is going to hire consultants to do work to help outside originations the City need to share the assistance provided with the Human Services Committee.

Councilmember Wales asked if a conflict of interest exists for the Mayor to have a fund raising event sponsored by these contractors. City Attorney Heid stated he would be hesitant to say there was a conflict of interest.

MOTION CARRIED. 6-1
Councilmember Wales voted no.

Councilmember Peloza moved and Councilmember DaCorsi seconded to

approve the Thompsons Group agreement.

MOTION CARRIED. 6-1
Councilmember Wales voted no.

B. Public Works Poject No. CP1605

Councilmember Peloza moved and Councilmember Holman seconded to award the Contract for Public Works Project CP1605.

Councilmember Peloza requested an explanation for the additional funding. Director Faber stated the City received a grant from King County.

Councilmember Peloza asked if this project will have an effect on the scheduled opening of the Famers Market. Director Faber stated the project will not impact the opening.

MOTION CARRIED UNANIMOUSLY. 7-0

IX. NEW BUSINESS

There was no new business.

X. ORDINANCES

A. Ordinance No. 6677 (Tate)

An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 18.02,070, 18.35.020, 18.35.030, 18.35.040, of the Auburn City Code and the City Zoning Map, creating a New Open Space Zoning District

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

Councilmember Trout-Manual asked if the Muckleshoot Indian Tribe is comfortable with the language. Planner Teague explained the City and the Muckleshoot Indian Tribe discussed the concern at a Planning Commission meeting. The issue was the zoning and land use on tribal land. The City explained that the zoning would be applied in the event that the land is no longer under tribal leadership.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Ordinance No. 6678 (Coleman)

An Ordinance of the City Council of the City of Auburn, Washington, establishing the Local Sales and Use Tax rate for Local Revitalization Financing for 2018

Councilmember Holman moved and Deputy Mayor Baggett seconded to adopt Ordinance No. 6678.

Director Coleman stated this ordinance extends the sales tax credit the City receives.

MOTION CARRIED UNANIMOUSLY. 7-0

XI. RESOLUTIONS

A. Resolution No. 5340 (Gaub)

A Resolution of the City Council of the City of Auburn, Washington, setting a public hearing to consider the vacation of real property intended for right-of-way purposes located at 1412 3rd Street SE, within the City of Auburn, Washington

Councilmember Brown moved and Councilmember DaCorsi seconded to adopt Resolution No. 5340.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5345 (Faber)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to negotiate and execute a contract with Peter Reiquam to design, fabricate, and install a public art piece into the design of Les Gove Park in conformity with the iconic Public Artwork for Les Gove Park art process

Deputy Mayor Baggett moved and Councilmember Holman seconded to adopt Resolution No. 5345

Councilmember Peloza asked about the source of the funds. Director Faber stated the funds are REET funds that have not been used in anticipation of this project.

Councilmember Wales stated she is excited to see the City do something big. She is disappointed that the Art Commission and a small sub group made the decision. She would have preferred the selection be put to a City wide vote.

Councilmember Trout-Manuel stated she has a concern with the safety of the art piece.

Councilmember DaCorsi asked if the cost is comparable for the design. Director Faber state the City has not had a project at this level in the past. The City has not done a project in the last three years in anticipation for this large project.

Councilmember DaCorsi stated the City needs to look at the funds designated to art in a future budget.

MOTION CARRIED. 4-3
Councilmembers DaCorsi, Wales and Trout Manuel voted no.

C. Resolution No. 5347 (Faber)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement for relinquishment and quitclaim of easement rights,

including a Use Agreement with King County for a portion of Brannan Park, all related to Brannan Park

Deputy Mayor Baggett moved and Councilmember Holman seconded to adopt Resolution No. 5347.

MOTION CARRIED UNANIMOUSLY. 7-0

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Deputy Mayor Baggett reported he attended an Emergency Management Advisory Committee retreat.

Councilmember Peloza reported he participated in a conference call for the Safe Energy Leadership Alliance and attended the Metropolitan Solid Waste Advisory Committee meeting.

Councilmember Trout-Manuel reported she attended the Regional Water Quality Committee meeting, the Nexus House Valentines breakfast and the Sound City Association orientation.

Councilmember Wales stated she has no report but urged people to look at the example of the young people in our community.

Councilmember Holman reported he attended the Puget Sound Regional Council Growth Management Policy Board meeting and the Seattle King County Economic Development Council.

Councilmember Brown reported he attended the Choose Washington New Market Airplane (NMA) Council meeting.

Councilmember DaCorsi reported he attended the Regional Transit Committee meeting.

B. From the Mayor

Mayor Backus reported she attended Officer Don Dotson's retirement, a meeting with King County Department of Elections regarding adding a second ballet box in Auburn and meetings in Washington DC for an award ceremony and two days of meeting with legislators discussing behavioral health and homelessness.

Mayor Backus invited everyone to the State of the City Address, Tuesday February 27th at the Auburn Avenue Theater.

XIII. ADJOURNMENT

There being no further business to come before the Council, the meeting

adjourned at 8:48 p.m.

APPROVED THIS 5TH DAY OF MARCH, 2018.

NANCY BACKUS, MAYOR	Shawn Campbell, Deputy City Clerk

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

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the July 25, 2016 and August 8, 2016 Study Session Meetings

Date:
February 27, 2018

Department:
Administration

Attachments:
7-25-2018 Study Session Minutes
8-8-2017 Study Session Minutes

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

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: March 5, 2018

Item Number: CA.B

CITY OF AUBURN WASHINGTON	**City Council Study Session** July 25, 2016 - 5:30 PM Auburn City Hall MINUTES

I. CALL TO ORDER

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

A. Roll Call

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

Mayor Nancy Backus and the following Department Directors and staff members were present: City Attorney Daniel B. Heid, Police Chief Bob Lee, Director of Community Development and Public Works Kevin Snyder, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Assistant Director of Community Development Jeff Tate, Engineering Aide Amber Price, Environmental Service Manager Chris Anderson, Environmental Services Specialist Jenna Leonard, Environmental Services Specialist Maggie Gipson, Urban Design Planner Lauren Flemister, Director of Administration Dana Hinman, Innovation and Technology Director Paul Haugan, Parks, Arts and Recreation Director Daryl Faber, Museum Director Patricia Cosgrove, Human Resources and Risk Management Director Rob Roscoe, and Deputy City Clerk Shawn Campbell.

B. Announcements

C. Agenda Modifications

II. CONSENT AGENDA

III. DISCUSSION ITEMS

A. Pioneer Cemetery Landmark Status (10 Minute Presentation/5Minute Q&A) (Faber)
Pioneer Cemetery presentation as it relates to being named a landmark

Director Faber, Museum Director Cosgrove, Jenifer Mesner, King County Landmarks Officer presented to Council on the Pioneer Cemetery landmark status. The City of Auburn is seeking designation of the Pioneer Cemetery as a City of Auburn Landmark through the King County Historic Preservation Program.

Museum Director Cosgrove presented the history of the cemetery as well as its significance to the Auburn community.

Director Faber stated in order to be eligible to be buried in the Pioneer Cemetery a person must be a direct descendent of a person who has been buried there.

B. City Code Amendments Relating to the Comprehensive Plan (5 Minute Presentation/5 Minute Q&A) (Snyder)
Amendments to Chapter 14.22, correcting city code to reference recently adopted Comprehensive Plan documents

Assistant Director Tate explained the City Council adopted Ordinance No. 6584 on December 14,

2015. The ordinance included Core Comprehensive Plan, the Land Use Element, the Housing Element, the Capital Facilities Element, the Utilities Element, the Economic Development Element, the Parks and Recreation Element, and a series of supporting planning documents/appendices. Chapter 14.22 of the Auburn City Code is titled "Comprehensive Plan". Chapter 14.22 is the section of City Code that incorporates the specific names of the chapters and documents that comprise the full Comprehensive Plan. The purpose of the draft amendments to Chapter 14.22 is to update the names of the documents so that they are consistent with those titles that are used in Ordinance No. 6584.

Councilmember Wagner stated the Council requested a chapter be added on sustainability. Assistant Director Tate stated the Core Comprehensive Plan calls for a Sustainability Element in the next three years.

C. Ordinance No. 6606 (5 Minute Presentation/ 5 Minute Q&A) (Snyder)
An Ordinance of the City Council of the City of Auburn, Washington, granting to City of Enumclaw Natural Gas, a franchise for gas utility

Engineering Aide Price explained that during review of facilities located in City right-of-way the City determined that City of Enumclaw Natural Gas is required to obtain a Franchise Agreement per Auburn City Code Chapter 20.06.010. Enumclaw has applied for a Franchise Agreement for a term of twenty (20) years to continue to operate within the City's rights of way natural gas transmission and distribution facilities for sale and service to customers within the city of Auburn.

Enumclaw Natural Gas' existing facilities currently serve customers located in South Auburn off of Auburn Way South in the Academy and Lemon Tree Lane neighborhoods and surrounding area. Enumclaw Natural Gas has no plans to expand services as the rest of Auburn is currently served by PSE. Any construction, maintenance, improvements or changes to Enumclaw Natural Gas facilities are managed through the City's permitting processes that are a requirement of the Franchise Agreement. Safety of Enumclaw Natural Gas facilities are regulated and inspected through the Washington Utilities and Transportation Commission.
A Public Hearing to consider this application and hear public comment is scheduled before the City Council on August 1, 2016.

Councilmember Peloza asked how long Enumclaw Natural Gas has been in the area and how many customers they serve. Mr. Hawthorn from the City of Enumclaw stated they have approximately 50 customers in the City of Auburn. They have operated in the City since 1957.

D. Ordinance No. 6611 (5 Minute Presentation/5 Minute Q&A) (Snyder)
An Ordinance of the City Council of the City of Auburn, Washington, amending Section 17.14.005 of the Auburn City Code, relating to civil plan preparation, submittal and approval

Assistant Director Tate explained Auburn City Code currently states that an applicant cannot submit their civil plans for review and consideration until after they have received preliminary plat approval from the Hearing Examiner. Community Development staff are proposing that an applicant be allowed to submit their civil plans for review earlier than preliminary plat approval. This will allow an applicant to experience several weeks to months of time savings for project reviews. The draft amendments also include language that is intended to declare that an early submittal does not equate to a vesting right. The vesting right is still dependent on the Hearing Examiner's decision.

Deputy Mayor Wales stated when the City met with the Master Builders Association the proposed changes were very well received.

Councilmember Peloza stated this proposed change makes good common and economic sense.

Councilmember DaCorsi asked how the City of Auburn compares to other jurisdictions Assistant Director Tate stated the City is average compared to other jurisdictions.

E. Port of Seattle Economic Development Partnership Program (5 Minute Presentation/5 Minute Q&A (Hinman)
Port of Seattle Economic Development Partnership Program Grant Application

Director Hinman stated the Port of Seattle has authorized a new Economic Development Partnership Program to support local community economic development activities. More than $962,000.00 is available to cities in King County as matching funds. Based on population, each city would receive between $5,000.00 and $65,000.00 for eligible activities. Each city will need to pass a resolution supporting their grant application and will have until August 17, 2016 to provide these resolutions in advance of the August 23, 2016 Port Commission meeting.

Councilmember Holman stated a portion of the Ports Charter is tocreate jobs. This grant program will help realize that goal.

F. Main Street Urban Design (20 Minute Presentation/15 Minute Q&A (Snyder)
Presentation of final design and budget for improvements to Main Street between C Street SW and F Street SE based on citizen, staff, and Council feedback

Director Snyder, Assistant Director Tate and Urban Design Planner Flemister presented Council with the Main Street Design. The reality of this project is looking at Auburn's future, when the City put the public dollars on the Division Street project private investment followed. This is a large project with a cost of $18 to $24 million for both above and below ground improvements from C Street to F Street. Staff is looking for funding sources but more than likely the funds will need to come from the City. Due to costs of the overall project, staff suggests that the project be done in three phases.

Councilmember Holman stated the City cannot afford to miss this opportunity.

Councilmember Wagner stated he does not like the landscape along the curbs. He requested a list of pro/cons for the plantings.

Deputy Mayor Wales asked for an estimate of the amount of time it would take to operate and maintain these improvements. She also requested directional signs be added to the project.

Councilmember Peloza likes the rain garden concept but he does not like the trees. He suggested staff look at a funding campaign to use public and private funds for the project.

Deputy Mayor Wales stated she wants to ensure all three phases would be completed if the City moves forward with the project. She expressed a concern with the overall cost of the project.

Councilmember DaCorsi stated Council needs to look at all the opportunities and ways to fund these projects.

G. Community Sustainability (15 Minute Presentation/10 Minute Q&A (Snyder)
A review of City of Auburn Projects, Programs, and Activities

Manager Anderson, Specialist Leonard, Specialist Jarvis and Specialist Gibson, the Environmental Services staff, have developed a brief series on sustainability for Council. Tonight's presentation is the first in a three part series.

Staff explained that sustainablilty is the ability to continue a defined behavior for an extended

period of time. The triple bottom line for sustainability includes social, economic and environmental. Having a common understanding of what community sustainablilty is is essential in the decision making process. Community sustainability has a unique approach for each community.

Councilmember DaCorsi asked how the City takes the costs and shares it with the community. It is important to understand that the return on investment is worth the extra costs. Specialist Jarvis stated staff can provide an explanation about the benefits of the sustainability for the community.

Councilmember Wagner stated the City needs to consider the employment base of the City in relation to sustainability. Specialist Leonard stated one of the aspects is human capital as one part of social sustainability.

Councilmember Holman stated when he talks to people about sustainability there are various levels of understanding. He needs a simple definition to help explain what it is and the City needs a public education program. He would like the City to work with other partners to help with funding for changing the culverts to not inhibit the salmon.

IV. EXECUTIVE SESSION

At 7:35 p.m., Deputy Mayor Wales recessed the meeting to executive session for approximately fifteen minutes in order to discuss pending/potential litigation pursuant to RCW 42.60.10(1) (i). City Attorney Heid, Human Resources and Risk Management Director Roscoe, Director of Administration Hinman and Community Development and Public Works Director Snyder attended the executive session. At 7:47 p.m., the executive session was extended an additional ten minutes.

Deputy Mayor Wales reconvened the meeting at 7:58 p.m. Deputy Mayor Wales added Ordinance No. 6613 - An Ordinance of the City Council of the City of Auburn, Washington, creating a new section, 5.20.250, of the Auburn City Code and amending Sections 1.04.060, 1.25.010, 5.20.030, 5.20.050 and 9.22.030 Of the Auburn City Code related to marijuana related businesses and activities, and imposing a moratorium on marijuana related activities as identified herewith, to the agenda.

City Attorney Heid stated this ordinance would address the current ban that followed the moratorium on marijuana businesses. This ordinance would resolve some issues that have caused controversy and litigation. This ordinance would allow the existing marijuana businesses to continue, provide for the relocation of the Green Solutions Place, limit the total square feet for marijuana producers and processers to 90,000 square feet, and ban the butane and hydro carbon solvent type of operations.

Deputy Mayor Wales stated this item will be on the City Council agenda for action on August 1, 2016.

V. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 8:00 p.m.
APPROVED THIS _____ DAY OF _____, 2018.

_____ _____
BOB BAGGETT, DEPUTY MAYOR Shawn Campbell, Deputy City Clerk.

CITY OF AUBURN WASHINGTON	**City Council Study Session** August 8, 2016 - 5:30 PM Annex Conference Room 2 MINUTES

I. CALL TO ORDER

Deputy Mayor Largo Wales called the meeting to order at 5:30 p.m. in the Annex Conference Room 2 located at 1 East Main Street in Auburn.

A. Roll Call

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

City officials and staff members present included: Mayor Nancy Backus, Chief of Police Bob Lee, City Attorney Daniel B. Heid, Assistant City Attorney Doug Ruth, Community Development and Public Works Director Kevin Snyder, Assistant Director of Community Development Services Jeff Tate, Innovation and Technology Director Paul Haugan, Economic Development Manager Doug Lein, Planning Services Manager Jeff Dixon, and City Clerk Danielle Daskam.

B. Announcements

C. Agenda Modifications

II. CONSENT AGENDA

III. DISCUSSION ITEMS

A. Hearing Examiner and City Council Roundtable (15 Minute Presentation/15 Minute Q&A) (Snyder)
Hearing Examiner to provide a report to City Council regarding code challenges and activity

Hearing Examiner Phil Olbrechts presented the Hearing Examiners Annual Report and reviewed cases that were reviewed in 2016 including third party billing dispute, Green Solutions Place Administrative Appeal, special home occupation, rezone, critical areas variance, variance for reduction in minimum density, dangerous dog appeal and a special home occupation.

Councilmember Wagner questioned if the Comprehensive Plan Map not matching the Zoning Map was a problem. Mr. Olbrechts stated it does not appear to be a problem, and it is not a defect in the process.

B. Ordinance No. 6615 (15 Minute Presentation/15 Minute Q&A) (Snyder)
Ordinance No. 6615 for amendments to Chapter 1.25, Chapter 8.08, Chapter 8.12, Chapter 8.20, Chapter 12.36, Chapter 15.06, and Chapter 15.20 pertaining to code enforcement provisions that address property abatement, public nuisances, vegetation violations, and the regulation of vacant structures

Assistant Director Tate provided Council with a presentation on Ordinance No. 6615.
The ordinance includes a variety of code amendments that address several code enforcement issues related to abatement actions and includes: Simplification of the methods to notify a property owner of a violation; Establishing a higher burden on the City for notifying a property owner of a potential abatement action; Establishing that an enforcement lien placed on property shall be of equal rank with state, county and municipal taxes; Declare that a violation of City Code constitutes

a public nuisance. This will allow abatement authority and procedures to apply to any violation of City Code, clarify that it is a violation to allow solid waste to remain uncontained on private property, establish an administrative process for abatement of public nuisances and vegetation violations. The process identifies the authority under which abatement action can occur, the method of serving a property owner notice of the City's intent to abate, an appeal process that utilizes the existing Hearing Examiner process, authority for the City to seek cost recovery, and the range of costs that may be recouped (including administrative costs incurred as a result of inspections, preparation of notices, contracts for performing the abatement, filing fees, legal fees, etc.); The abatement process described in the amendments to Chapter 8.12 are then repeated in Chapter 8.20; Clarification in Chapter 12.36 that it is the responsibility of an abutting landowner to maintain the vegetation that is located in the landscape strips that are within the right of way; Creation of a new chapter in the City building code – Chapter 15.20 – which elaborates on certain provisions of the International Property Maintenance Code (IPMC). The IPMC is already adopted by the City of Auburn however there are provisions of the Auburn City Code that should be used instead of what is stated in the IPMC. For example, the IPMC establishes an appeal process that is different than the City's appeal process. The draft amendments seek to clarify that the City procedures are to be used instead of the IPMC procedures; The draft amendments also seek to modify the IPMC "boarding" standard which allows the windows and doors on vacant structures to be boarded for up to one year. The draft amendments limit boarding to 30 days when a product such as plywood is used and allows up to one year if a clear product is used. This is included because wood presents an image of blight and it precludes law enforcement from being able to see inside of a vacant structure that is harboring nefarious activity. Clear products mitigate these problems; The draft amendments include a vacant property registration program that requires the owners of vacant property to inform and register their property with the City. The registration process allows the City to understand who is responsible for addressing issues that occur at the property and it establishes requirements for how the property is to be managed while it is vacant. The registration program exempts properties that are rental homes (that have a valid business license) and residences that are used part time.

Councilmember DaCorsi asked what happens to abandoned homes after it has been boarded up for a year. Assistant Director Tate explained that the time from a default to bank owned is approximately a three year window.

Councilmember Wagner requested more attention be given to overhanging tree maintenance issues.

Councilmember Baggett inquired how the HOA works with the City's enforcement. Assistant Director Tate explained the actions are coincidental but separate.

Councilmember Trout-Manual inquired regarding vehicles on property that have been parked there for years. Assistant Director Tate explained it is a separate code section that addresses inoperable vehicles on private property, and there is a separate process.

C. Council Discussion on Retreat Goals (5 Minute Presentation/10 Minute Q&A)

Economic Development Manager Lein provided Council with an update on economic development. He reviewed the numbers of permits issued for Single Family and Commercial projects, business licenses, real-estate excise tax and sales tax revenue.

Manager Lein stated the consultants have completed all of their research and are moving forward with the final state of completing the 10 year economic plan update. He anticipated a City Council briefing on October 24th and for the Plan to be brought before the Council for action on November 7, 2016.

Councilmember DaCorsi requested a list of all who participated in the downtown façade program.

Councilmember Holman stated the average household income of those who shop in Auburn is $84,000.

IV. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 6:39 p.m.

APPROVED THIS _____ DAY OF _____, 2018.

_____ _____

BOB BAGGETT, DEPUTY MAYOR Dani Daskam, City Clerk.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Claims Vouchers (Coleman)

Date:
February 28, 2018

Department:
Administration

Attachments:
No Attachments Available

Budget Impact:

Administrative Recommendation:

City Council approve Claims Vouchers.

Background Summary:

Claims vouchers 447802 through 447913 in the amount of $421,256.92 and six wire transfers in the amount of $717,336.70 and dated March 5, 2018.

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: March 5, 2018

Item Number: CA.C

AGENDA BILL APPROVAL FORM

Agenda Subject:
Payroll Vouchers (Coleman)

Date:
February 28, 2018

Department:
Administration

Attachments:
No Attachments Available

Budget Impact:

Administrative Recommendation:

City Council approve payroll vouchers.

Background Summary:

Payroll check numbers 537793 through 537812 in the amount of $517,556.71 and electronic deposit transmissions in the amount of $1,960,136.46 for a grand total of $2,477,693.17 for the period covering February 15, 2018 to February 28, 2018.

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: March 5, 2018

Item Number: CA.D

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6670 (Gaub)

Date:
December 19, 2017

Department:
CD & PW

Attachments:
Ordinance No. 6670
Ord No. 6452

Budget Impact:

Administrative Recommendation:

City Council adopt Ordinance No. 6670.

Background Summary:

Per Auburn City Code Chapter 20.06.130 and Section 3 of existing Franchise Agreement No. 12-41, Ordinance No. 6452, the Grantee may renew this Franchise for an additional five year period upon submission and approval of the application specified under ACC 20.06.130.

Zayo Group, Inc. has applied for renewal and amendment to their existing Franchise Agreement to continue to operate within the City's rights of way a telecommunications system throughout the City. During review of the existing Franchise Agreement the City determined that minor amendments to the Agreement were needed to update Zayo's contact information. The applicant is currently in compliance with all licensing, bonding and insurance requirements of the existing Franchise Agreement and Auburn City Code. Any construction, maintenance, improvements or changes to Zayo's facilities are managed through the City's permitting processes that are a requirement of the existing Franchise Agreement.

Approval of Ordinance No. 6670 would renew Franchise Agreement No. 12-41 for an additional five years from the effective date of Ordinance No. 6670 and amend Ordinance No. 6452 to update Zayo's contact address.

Reviewed by Council Committees:

Councilmember:

Staff: Gaub

Meeting Date: March 5, 2018

Item Number: ORD.A

ORDINANCE NO. 6 6 7 0

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE RENEWAL AND AMENDMENT OF ORDINANCE NO. 6452 FOR ZAYO GROUP, LLC, FRANCHISE AGREEMENT NO. 12-41 FOR A TELECOMMUNICATIONS SYSTEM

WHEREAS, on April 1, 2012, the City Council adopted Ordinance No. 6452, granting a telecommunications franchise to Zayo Group, LLC; and,

WHEREAS, Zayo Group LLC wishes to renew said Franchise Agreement for an additional five year term; and

WHEREAS, following proper notice, the City Council held a public hearing on Zayo Group, LLC's request for renewal of Ordinance No. 6452, at which time representatives of Zayo Group, LLC and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, based upon the foregoing recital clauses and from information presented at such public hearing and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the renewal of Ordinance No. 6452 be granted to Zayo Group, LLC.

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

Section 1. The City approves Zayo Group, LLC's application for renewal for one five-year period as provided for in Section 3 of Ordinance No. 6452, a copy

of which is attached hereto, marked as Exhibit A, under the conditions set forth in this Ordinance. Such five-year renewal period shall commence on the effective date of this Ordinance.

Section 2. Section 2, Paragraph A. of Ordinance No. 6452 regarding Grantee contact information is hereby amended as follows;

Grantee:

Zayo Group, LLC
Attn. General Counsel~~, ZFTI~~
~~400 Centennial Parkway, Suite 200~~
1805 29th Street, Suite 2050
~~Louisville, CO 80027~~
Boulder, CO 80301

Section 3. Zayo Group, LLC shall, within thirty (30) days after the effective date of this Ordinance, file with the City, a fully executed Statement of Acceptance of this Ordinance, which written acceptance shall be Exhibit B, attached hereto and incorporated herein by this this reference.

Section 4. This Ordinance shall supersede Ordinance No. 6452 to the extent that it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of Ordinance No. 6452. All other provisions of Ordinance No. 6452 shall remain unchanged and in full force and effect.

Section 5. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 6. 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 7. Effective date. This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

_____

NANCY BACKUS, MAYOR

ATTEST:

_____

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

_____

Daniel B. Heid, City Attorney

Published: _____

EXHIBIT "B"

STATEMENT OF ACCEPTANCE

Zayo Group, LLC., for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise Agreement, Ordinance No. 6452, attached hereto and incorporated herein by this reference as amended by Ordinance No. 6670.

Zayo Group LLC
1805 29th St SE, Suite 250
Boulder, CO 80301

By: _____ Date: _____
Name:
Title:

STATE OF _____)
)ss.
COUNTY OF _____)

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

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

_____
Signature

_____
NOTARY PUBLIC in and for the State of
_____, residing at _____
MY COMMISSION EXPIRES: _____

ORDINANCE NO. 6452

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO ZAYO GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, A FRANCHISE FOR A TELECOMMUNICATIONS SYSTEM

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

WHEREAS, following proper notice, the City Council held a public hearing on March 18, 2013, on Grantee's request for a Franchise, at which time representatives of Grantee and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

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

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

Section 1. Grant of Right to Use Franchise Area

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

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

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

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

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

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

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

Section 2. Notice

A. Written notices to the parties shall be sent by certified mail to the following addresses, unless a different address shall be designated in writing and delivered to the other party.

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

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

Grantee:

Zayo Group, LLC
Attn. General Counsel, ZFTI
400 Centennial Parkway, Suite 200
Louisville, CO 80027

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

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

Section 3. Term of Agreement

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

B. Renewal Option of Term: The Grantee may renew this Franchise for an additional five (5) year period upon submission and approval of the application specified under ACC 20.06.130, as it now exists or is amended, within the timeframe set forth therein (currently 240 to 180 days prior to expiration of the then-current term). Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall only submit those materials deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the ACC.

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

Section 4. Definitions

For the purpose of this agreement:

"ACC" means the Auburn City Code.

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

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

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

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

Section 5. Acceptance of Franchise

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, attached hereto as Exhibit "D," and incorporated by reference, (2) all verifications of insurance coverage specified under Section 15, and (3) the financial guarantees specified in Section 16 (collectively, "Franchise Acceptance"). The date that such Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.

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

Section 6. Construction and Maintenance

A. The Grantee shall apply for, obtain, and comply with the terms of all permits required under ACC Chapter 12.24 for any work done upon Grantee

Facilities. Grantee shall comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner.

B. Grantee agrees to coordinate its activities with the City and all other utilities located within the public right-of-way within which Grantee is under taking its activity.

C. The City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the public right-of-way and may from time to time, pursuant to the applicable sections of this Franchise, require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.

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

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

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City Construction Manager in writing as promptly as possible, before such repair or emergency work commences, or as soon thereafter as possible, if advance notice is not practical. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances.

Section 8. Damages to City and Third-Party Property

Grantee agrees that if any of its actions under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property to a safe condition. Such 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, other than the Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to the Grantee Facilities. However, to the extent that the Grantee Facilities are completed and installed prior to another utility's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Grantee Facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or right-of-way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section shall not apply to any City facilities or utilities that may in the future require the relocation of Grantee Facilities. Such relocations shall be governed by Section 11.

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

Section 10. Grantee Information

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

Manager informed of its long-range plans for coordination with the City's long-range plans.

B. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the City agrees to notify the Grantee of requests for public records related to the Grantee, and to give the Grantee a reasonable amount of time to obtain an injunction to prohibit the City's release of records.

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

Section 11. Relocation of Grantee Facilities

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

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

Section 12. Abandonment and or Removal of Grantee Facilities

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

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

Section 13. Undergrounding

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

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

Section 14. Indemnification and Hold Harmless

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

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

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

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

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

Section 15. Insurance

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

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

2. Commercial General Liability insurance with limits no less than $1,000,000.00 each occurrence, $2,000,000.00 general aggregate and a $2,000,000.00 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations

endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

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

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

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

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

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

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

E. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self insurance is subject to approval by the City.

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

Section 16. Performance Security

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

Section 17. Successors and Assignees

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

B. This Franchise shall not be leased, assigned or otherwise alienated without the express prior consent of the City by ordinance; Provided, that prior consent for an assignment to Grantee's affiliates may be granted administratively.

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

D. Prior to the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee shall file with the City a written promise to unconditionally accept all terms of the

Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution

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

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

Section 19. Enforcement and Remedies

A. If the Grantee shall willfully violate, or fail to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Grantee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim damages 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. Should the City determine that Grantee is acting beyond the scope of permission granted herein for Grantee Facilities and Grantee Services, the City reserves the right to cancel this Franchise and require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease such actions.

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Grantee shall comply with all applicable federal and state or City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

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

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

Section 21. License, Tax and Other Charges

This Franchise shall not exempt the Grantee from any future license, tax, or charge which the City may hereinafter adopt pursuant to authority granted to it

under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

Section 22. Consequential Damages Limitation

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

Section 23. Severability

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

Section 24. Titles

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

Section 25. Implementation.

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

Section 26. 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: APR - 1 2013
PASSED: APR - 1 2013
APPROVED: APR - 1 2013

Nancy Backus
PETER B. LEWIS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: April 4, 2013 in the Seattle Times

Franchise Agreement No 12-41 Zayo Group LLC

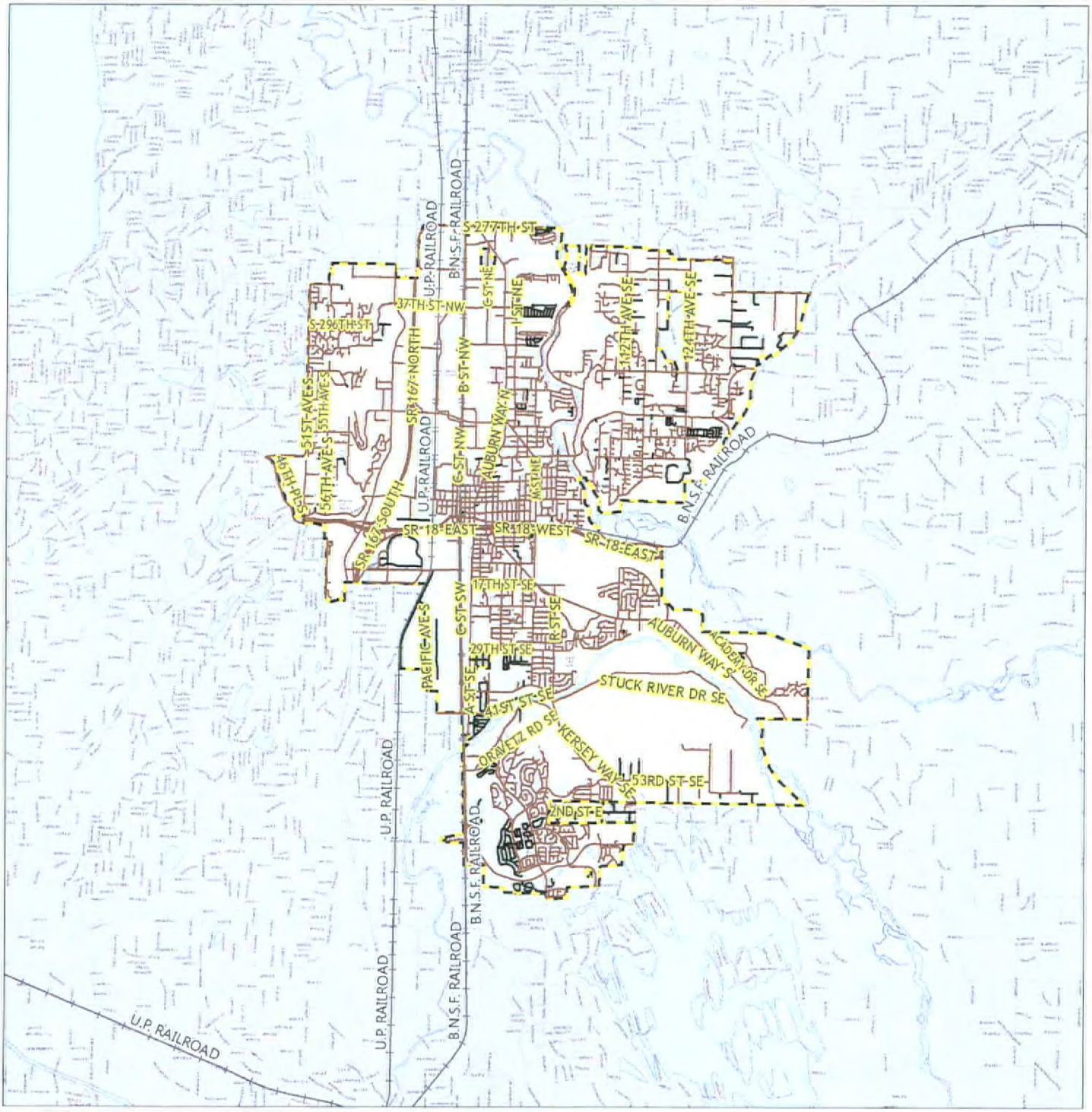


Exhibit "A"

Franchise Area City Limits

Printed Date:1/29/2013

Map Created by City of Auburn eGIS

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

N W E S

Exhibit "B"

Grantee Facilities

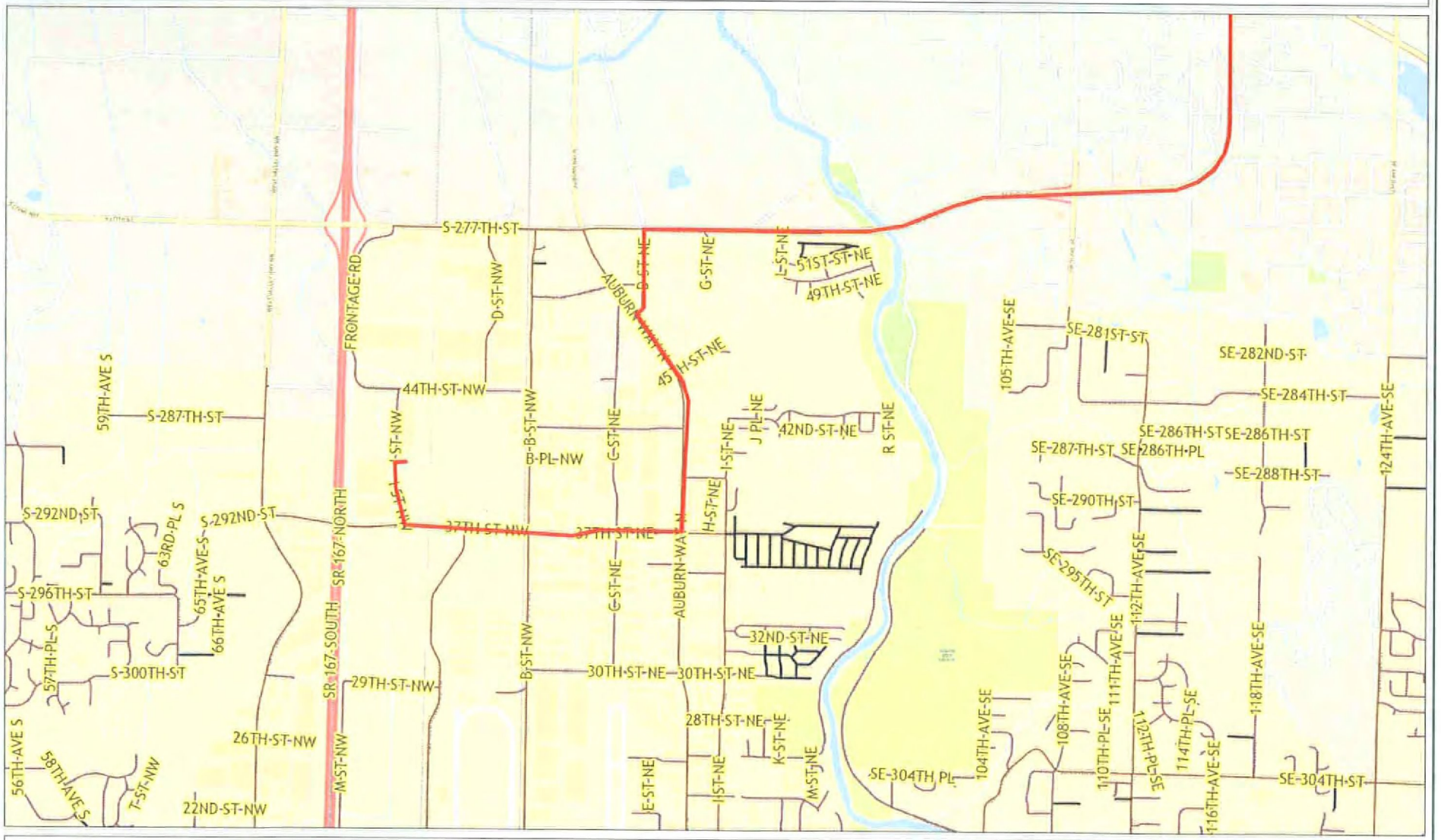
Underground and overhead fiber optic cable consisting of individual fiber optic strands.

Exhibit "C"

Grantee Services

Zayo is a provider of bandwidth infrastructure solutions, offering traditional lit telecommunications services (including private lines and wavelengths, Internet access and co-location) to wholesale and enterprise customers over a fiber-optic network in metropolitan markets from coast-to-coast. Wholesale carrier customers include telecom, wireless, cable, LEC and Internet service providers. Enterprise customers include web-centric and technology businesses, government entities, educational institutions, financial services companies, healthcare providers and smaller firms needing to connect multiple facilities. Zayo does not provide any residential, voice, cable or video service.

Zayo Group Proposed Initial Buildout



Proposed initial buildout alignment. Final alignment and location to be determined during engineering review of required construction permits.

Printed Date: 1/29/2013
Map Created by City of Auburn eGIS

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

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EXHIBIT "D"

STATEMENT OF ACCEPTANCE

Zayo Group, 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.

[Grantee]

By: _____ Date: 4/11/13
Name: Greg Friedman
Title: CFO-ZFT1, Zayo Group, LLC

STATE OF Colorado)
)ss.
COUNTY OF Boulder)

On this 11th day of April, 2013, before me the undersigned, a Notary Public in and for the State of Colorado, duly commissioned and sworn, personally appeared, Greg Friedman of ZayoGroup, 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
Colorado, residing at Boulder County

MY COMMISSION EXPIRES: 10/29/16

NICOLE L MATTHEWS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124070578
MY COMMISSION EXPIRES OCTOBER 29, 2016

Ordinance No. 6452
Franchise Agreement No. 12-41
DATE 01/29/2013

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6672 (Gaub)

Date:
February 27, 2018

Department:
CD & PW

Attachments:
Ordinance No. 6672

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

Administrative Recommendation:

City Council adopt Ordinance No. 6672.

Background Summary:

Ordinance No. 6672 amends Chapter 12.12 of the Auburn City Code relating to Public Sidewalks. The purpose of these revisions are to bring this code in line with current practices and options regarding installation and maintenance of sidewalk areas within the public Right-of-Way since much of this chapter has not been revised since it's codification in 1957.

Please note that there are a significant number of deletions of code being proposed that relate to a Local Improvement District (LID) process for sidewalks. Since this code was create, state law has been modified and addresses the requirements for creation of an LID and therefore specific City code is no longer required and could create conflicts with state law.

Other significant revisions include clarification of the definition of a sidewalk, maintenance, installation and replacement responsibilities of adjacent property owners and the City, and the allowance for private irrigation systems within the public right-of-way for better maintenance of landscaped areas.

Reviewed by Council Committees:

Councilmember:

Staff: Gaub

Meeting Date: March 5, 2018

Item Number: ORD.B

ORDINANCE NO. 6672

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING CHAPTER 12.12 OF THE CITY CODE RELATING TO PUBLIC SIDEWALKS

WHEREAS, the current provisions of Chapter 12.12 of the City Code provide for improvement and maintenance responsibilities for sidewalk areas within the City; and

WHEREAS, many of the provisions of this chapter have been unchanged for decades, and may not be as reflective of current practices and options regarding installation and maintenance of sidewalks and other appurtenances within the sidewalk area; and

WHEREAS, it is appropriate to update the provisions of Chapter 12.12 of the City Code to incorporate provisions more consistent with other sections of the City Code and contemporary practices.

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

Section 1. AMENDMENT TO CITY CODE. Chapter 12.12 of the Auburn City Code is amended to read as follows:

Chapter 12.12
PUBLIC SIDEWALKS[1]

Sections:

~~I. Improvements and Assessments~~
12.12.010 Purposes.
12.12.020 Definitions.
12.12.030 ~~Improvement – Maintenance responsibility~~*Repealed*.
12.12.040 Improvement – Responsibility.
12.12.050 ~~Improvement – Order – Notice~~*Repealed*.
12.12.060 ~~Improvement – Necessity report~~*Repealed*.
12.12.070 ~~Improvement – Order by council~~*Repealed*.
12.12.080 ~~Improvement – Hearing~~*Repealed*.
12.12.090 ~~Sidewalk construction fund~~*Repealed*.

[1] For statutory provisions on sidewalks applicable to code cities, *see* RCW 35A.47.020. For provisions related to sidewalks applicable to cities generally, ~~third-class cities~~, see Chapters~~.~~ 35.68, 35.69 and 35.70 RCW, as well as RCW Sections 35.22.280, 35.23.440 and 35.27.370, and RCW 58.17.110~~; for provisions on sidewalks in code cities, see RCW 35A.47.020~~.

12.12.100 ~~Assessment – Roll preparation – Hearing~~*Repealed*.
12.12.110 ~~Assessment – Payment method determination~~*Repealed*.
12.12.120 ~~Assessment – Collection~~*Repealed*.
~~II. Construction~~
12.12.130 ~~Definitions~~*Repealed*.
12.12.140 ~~Specifications~~*Repealed*.
12.12.150 Requirement generally.
12.12.160 Permit – Procedure generally.
12.12.170 Permit – Fees.
12.12.180 ~~Barricades~~*Repealed*.
12.12.190 Guarantee by contractor.
12.12.200 Monument disturbance during construction.
12.12.210 Confinement with right-of-way lines and easements.
12.12.220 Acceptance prerequisites.
12.12.230 Administration.
12.12.232 Maintenance responsibility.
12.12.234 Repair and Replacement responsibility.
12.12.236 Private Irrigation Systems.
12.12.240 Violation – Penalty.

~~I. Improvements and Assessments~~

12.12.010 Purposes.

~~A. ACC 12.12.040 and 12.12.050 are enacted in order to enable the city to exercise the powers and authority granted by Chapter 203, Laws of Washington, 1927 (Chapter 35.69 RCW), and to provide for the application and enforcement of said act in the city.~~

~~B.~~ The purpose of ~~ACC 12.12.060 through 12.12.120 is to enable the city to exercise the powers and authority granted by Chapter 35.68 RCW and to provide for the application and enforcement of Chapter 35.68 RCW~~ this chapter is to provide for improvements to and the responsibilities for the sidewalk areas within public rights-of-way. (1957 code §§ 8.10.030, 8.10.040.)

12.12.020 Definitions.

~~For the purpose of this article (ACC 12.12.010 through 12.12.120), t~~The following words and phrases shall have the meanings respectively ascribed to them in this section, unless expressly indicated otherwise or where ~~used~~ the context clearly indicates ~~to the contrary~~an alternate meaning:

A. "Abutting property" includes all property having a frontage on ~~the sidewalk margin of any~~ street or public place.

B. "Sidewalk" includes ~~any and all structures or forms of street improvement included in the space between the street margin~~ any landscaping, driveway, driveway apron, pedestrian pathway, curb ramp, and pedestrian curb between the edge of pavement or back of curb along any public street and the ~~roadway, known as the sidewalk~~

~~area, including sidewalks, gutters and curbs along all driveways across sidewalks~~ abutting property boundary, excluding street tree grates.

C. "Street" includes boulevard, avenue, street, alley, way, lane, square or place.

D. "Contractor" means the person, firm or corporation doing or performing work for the property owner, city or other municipal corporation. A "bonded contractor" shall be adequately bonded to the city.

E. "Permittee" means the person, firm or corporation who is applying for a permit or to whom a permit has been issued for sidewalk area construction pursuant to this article.

F. "Property owner" means the person, firm or corporation who has legal title to the adjacent property on which the improvements to be constructed fronts or is being made, including his legal agents. ([*See* prior ACC 12.12.130] 1957 code § 8.10.050.)

12.12.030 ~~Improvement – Maintenance responsibility~~*Repealed*.

~~Whenever any street, lane, square, place or alley in the city has been improved by the construction of a sidewalk along either side thereof, the duty, burden and expense of the maintenance, cleaning, repair and renewal of such sidewalk, including the erection and maintenance of suitable barriers of wood, iron or masonry along the outer margin of such sidewalk where the same is elevated more than two feet above the abutting property, shall devolve upon the owner of the private property directly abutting on the sidewalk, and the improvement shall be made by the owner in the manner provided by the ordinances of the city and the laws of the state.~~ (1957 code § 8.10.005.)

12.12.040 Improvement – Responsibility.

Whenever a portion~~, not longer than one block in length, of any street is not improved by the construction of a sidewalk thereon, or the sidewalk thereof has become unfit or unsafe for purposes of public travel, and such street adjacent to both ends of the portion is so improved and in good repair, and the city council by resolution finds that the improvement of such portion by the construction or reconstruction of a sidewalk thereon is necessary for the public safety and convenience, the duty, burden and expense of constructing or reconstructing such sidewalk shall devolve upon the property directly abutting upon such portion; provided, that such abutting property shall not be charged with any costs of construction or reconstruction in excess of 50 percent of the valuation of such abutting property, exclusive of improvements thereon, according to the valuation last placed upon it for purposes of general taxation~~ of the sidewalk is unimproved, at such time as development or redevelopment triggers the requirement for the improvement per ACC 12.64A, it shall be the responsibility of the adjacent property owner to improve the sidewalk per the adopted city codes, including the engineering standards that are incorporated by reference in ACC 12.04.010. (1957 code § 8.10.010.)

12.12.050 ~~Improvement – Order – Notice~~*Repealed*.

~~Whenever the city council has adopted such resolution, the city engineer shall cause to be served on the owner of the abutting property a notice instructing the owner to construct or reconstruct a sidewalk on such portion in accordance with plans and specifications which shall be attached to such notice. Such notice shall be served by~~

~~delivering it in person to the owner or leaving it at his home with a person of suitable age and discretion then resident therein, or with an agent of such owner authorized to collect rentals on such property, or, if such owner is a nonresident of the state, by mailing a copy to his last-known address, or, if such owner is unknown or if his address is unknown, then by posting a copy in a conspicuous place on such portion of the street where such improvement is to be made. Such notice shall specify a reasonable time within which such construction or reconstruction shall be made, and shall state that in case the owner fails to make the same within such time, the city will proceed to make the same through the city engineer, and at a subsequent date, to be definitely stated in the notice, the city engineer will report to the city council an assessment roll showing the lot or parcel of land directly abutting on such portion of such street so improved, the cost of such improvement, the name of the owner, if known, and that the city council at the time stated in the notice, or at the time or times to which the same may be adjourned, will hear any and all protests against the proposed assessment. Upon the expiration of the time fixed within which the owner is required to construct or reconstruct such sidewalk, if the owner has failed to perform such work, the city shall proceed to perform such work and shall, within the time fixed in the notice, report to the city council an assessment roll showing the lot or parcel of land directly abutting on such portion of such street so improved, the cost of such work, and the name of the owner, if known. The city council shall, at the time in such notice designated, or at an adjourned time or times, assess the cost of such improvement against the abutting property and shall fix the time and manner for payment thereof, which assessment shall become a lien upon the property and shall be collected in the manner provided by law for special assessments under RCW Title 35.~~ (1957 code § 8.10.020.)

12.12.060 ~~Improvement – Necessity report~~*Repealed*.

~~If, in the judgment of the city engineer, public convenience or safety requires the construction, reconstruction or repair of any sidewalk within the city limits, he shall report such fact to the city council immediately~~. (1957 code § 8.10.060.)

12.12.070 ~~Improvement – Order by council~~*Repealed*.

~~A. If, upon receiving a report from the city engineer, the city council deems such construction, reconstruction or repair necessary for the public safety or convenience, it shall, by resolution, order the abutting property owner to perform the necessary construction, reconstruction or repair.~~

~~B. The resolution shall:~~

~~1. Specify the time within which the work shall be commenced and completed by the abutting property owner;~~

~~2. State that if the improvement is not completed within the time specified that the city will perform and complete the improvement and assess the cost against the abutting property owner;~~

~~3. Fix a time from and after its passage, and a place for a public hearing on the resolution;~~

~~4. Be published for two consecutive weeks in the official newspaper of the city;~~

~~5. Provide that a notice of the date of such public hearing shall be given each owner or reputed owner of property abutting the proposed improvement, as shown on the tax rolls of the county treasurer, by mailing to the owner or reputed owner of the property, at the address shown thereon, a notice of the date of hearing. Such mailing shall be made at least 10 days before the date fixed for such hearing.~~

~~C. Proof of the publication of the resolution and the mailing of the notices to abutting property owners shall be filed with the city clerk prior to the hearing on the proposed improvement.~~ (1957 code § 8.10.070.)

12.12.080 ~~Improvement – Hearing~~*Repealed*.

~~At the time of hearing, the council shall hear persons appearing for or against the improvement, and shall determine whether it will or will not proceed with the improvement, whether it will make any changes in the original plan, and what the changes will be. This action may be taken by motion adopted in the usual manner; provided, however, that the hearing may be postponed from time to time to a definite date until the hearing is held.~~ (1957 code § 8.10.080.)

12.12.090 ~~Sidewalk construction fund~~*Repealed*.

~~The city council may create a sidewalk construction fund designated as "sidewalk construction fund No. _____" to be numbered differently for each improvement, and with warrants drawn on this fund the costs of the respective improvements may be paid. The city may advance as a loan to the sidewalk construction fund, from any available funds, the amounts necessary to pay any cost of the improvement. When any assessment is made for the improvement, payments therefor shall be paid into the particular sidewalk improvement fund; and whenever any funds are available over the amounts necessary to pay outstanding warrants, any advances or loans made to the fund shall be repaid. Whenever warrants are drawn on any fund which are not paid for want of sufficient funds, they shall be so stamped and shall bear interest until called and paid at a rate established by the city council by resolution.~~ (1957 code § 8.10.090.)

12.12.100 ~~Assessment – Roll preparation – Hearing~~*Repealed*.

~~Where all or any portion of the costs are to be assessed against the abutting property, an assessment roll shall be prepared by the city engineer which shall, to the extent necessary, be based on benefits, and which shall describe the property assessed, the name of the owner, if known (otherwise stating that the name of the owner is unknown), and fixing the amount of the assessment. The assessment roll shall be filed with the city clerk, and when so filed the council shall, by resolution, fix a date of hearing thereon and direct the clerk to give notice of such hearing and the time and place thereof. The notice of hearing shall be mailed to the person whose name appears on the county treasurer's tax roll as the owner or reputed owner of the property, at the address shown thereon, and shall be published before the date fixed for the hearing for two consecutive weeks in the official newspaper of the city. The notice shall be mailed and first publication made at least 10 days before the hearing date. Proof of mailing and publication shall be made by affidavit and shall be filed with the city clerk before the date fixed for the hearing. Following the hearing, the city council shall, by ordinance, affirm, modify or reject or order~~

~~recasting of the assessment roll. An appeal may be taken to the superior court from the ordinance confirming the assessment roll in the same manner as is provided for appeals from the assessment roll by Chapters 35.43 to 35.54 RCW.~~ (1957 code § 8.10.100.)

12.12.110 ~~Assessment – Payment method determination~~*Repealed*.

~~The city council shall, by resolution, provide whether the full amount of the assessments shall be paid in one payment or whether it may be paid in installments and shall prescribe the time and amount of such payments; and if more than one payment is provided for, the city council may, by resolution, provide for interest on unpaid installments and fix the rate thereof.~~ (1957 code § 8.10.110.)

12.12.120 ~~Assessment – Collection~~*Repealed*.

~~The assessment roll as affirmed or modified by the city council shall be filed with the finance director for collection, and the amount thereof, including interest, if any, shall become a lien against the property described therein from the date of such filing. Whenever any payment on any assessment or installment is delinquent and unpaid for a period of 30 days or more, the lien may be foreclosed in the same manner and with the same effect as is provided by Chapters 35.43 to 35.54 RCW. Whenever the deed is issued after the sale therein provided, the regularity, validity and correctness of the proceedings relating to such improvement and the assessment therefor shall be final and conclusive and no action shall thereafter be brought by or on behalf of any person to set aside the deed.~~ (1957 code § 8.10.120.)

~~II. Construction~~

12.12.130 ~~Definitions~~*Repealed*.

~~Except where specifically defined in this section, all words used in this article shall carry their customary meaning.~~

~~A. "Contractor" means the person, firm or corporation doing or performing work for the property owner, city or other municipal corporation. A "bonded contractor" shall be adequately bonded to the city.~~

~~B. "Permittee" means the person, firm or corporation who is applying for a permit or to whom a permit has been issued for sidewalk construction pursuant to this article.~~

~~C. "Property owner" means the person, firm or corporation who has legal title to the property on which the sidewalk to be constructed fronts or is being made, including his legal agents.~~

~~D. A "sidewalk" means and will be considered as any thoroughfare, the primary function of which is to serve pedestrian traffic.~~ (Ord. 3926 § 1, 1983.)

12.12.140 ~~Specifications~~*Repealed*.

~~Any and all sidewalks required to be constructed pursuant to the terms in this article shall be constructed in accordance with the specifications that are incorporated by reference in ACC 12.04.010.~~ (Ord. 3926 § 2, 1983.)

12.12.150 Requirement generally.

Whenever an improvement of a sidewalk ~~and/or driveway~~ is installed, it shall be installed in accordance with the specifications that are incorporated by reference in ACC 12.04.010 and in conformance with a valid permit issued pursuant to this article, except as otherwise required under Chapter 12.64 ACC. (Ord. 3926 § 3, 1983.)

12.12.160 Permit – Procedure generally.

The ~~building official~~city engineer shall grant such permits only upon compliance with the following terms and conditions:

A. The party requesting the permit shall make application therefor in writing, and will file with the city engineer drawings showing the location and plan of the sidewalk, as defined in this chapter, to be constructed, together with a full description of the nature of such work.

B. The city engineer or his/her designee shall ~~thereupon examine~~ review and approve such application, ~~and~~ drawings and plans ~~and shall recommend issuance of the permit to the building official~~ prior to permit issuance.

C. Such permit shall specify the place where such sidewalk is to be constructed, together with a description of the proposed construction to be done under such permit, and the length of time allowed for the completion thereof. (Ord. 3926 § 4, 1983.)

12.12.170 Permit – Fees.

A. Permit fees to cover permit processing and inspection shall be applicable for all sidewalks ~~and associated curb and gutter~~ improvements.

B. The fees shall be as shown in the city of Auburn fee schedule as adopted by Ordinance 5707, and any amendments thereto. (Ord. 5817 § 1, 2004; Ord. 3945 § 1, 1984; Ord. 3926 § 5, 1983.)

12.12.180 ~~Barricades~~*Repealed*.

~~The person, firm or corporation constructing a sidewalk pursuant to the terms of this article shall erect and, so long as conditions exist and any danger may continue, maintain along the property upon which the sidewalk is to be constructed a good and substantial barrier. This barrier is to be in compliance with Chapter 12.28 ACC. The above persons shall cause to be maintained during every night from sunset to sunrise around the obstruction sufficient warning lights or flares, including any requested by the city engineer. In the event the permittee is not immediately available, the city engineer may install, at permittee's expense, additional barricades, lights and/or safety devices to protect the public.~~ (Ord. 3926 § 6, 1983.)

12.12.190 Guarantee by contractor.

Any sidewalk constructed under a permit authorized by this ~~article~~ chapter shall be ~~backfilled, tamped and settled in such manner that the new sidewalk and~~ constructed so that the sidewalk or any abutting sidewalks, whether public or private, shall not become undermined, and should the sidewalk settle within a period of one year, it shall be repaired at the expense of the ~~original contractor~~permittee. (Ord. 3926 § 7, 1983.)

12.12.200 Monument disturbance during construction.

The permittee shall not disturb any survey monuments or hubs found within the boundaries of the sidewalk to be constructed unless authorized to do so by the city engineer. In the event that such monuments or hubs are to be removed because of the sidewalk construction, they must be replaced under the supervision of the city engineer at the permittee's ~~or his agent's~~ expense. (Ord. 3926 § 8, 1983.)

12.12.210 Confinement with right-of-way lines and easements.

It shall be the permittee's responsibility to confine his or her construction activities within the street right-of-way lines and limits of easements described on the permit. Any damage resulting from trespassing beyond these limits shall be the sole responsibility of the permittee. (Ord. 3926 § 9, 1983.)

12.12.220 Acceptance prerequisites.

No sidewalk improvement constructed pursuant to the terms of this ~~article~~ chapter will be accepted until the city engineer is satisfied that the work has been performed according to the requirements of this ~~article and to the lines and grades as established and staked~~chapter. (Ord. 3926 § 10, 1983.)

12.12.230 Administration.

The mayor is authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation. (Ord. 3926 § 12, 1983.)

12.12.232 Maintenance responsibility.

The maintenance of the area of the sidewalk along either side of any street shall be the duty, burden and expense of the abutting property owner. Maintenance shall include removal of debris, moss, snow and ice, cleaning of sidewalks, maintenance of vegetation, including but not limited to maintenance of vegetation consistent with sight distance and vegetation clearances in accordance with any other city code, and maintaining barriers or fences along the sidewalk where the sidewalk is elevated more than two feet above the abutting property.

12.12.234 Repair and Replacement responsibility.

The repair and/or replacement of sidewalk, as defined by this section, shall be the responsibility of the abutting property owner unless determined otherwise by the city engineer. If a property owner believes the damaged sidewalk and/or sidewalk needing replacement is/are the cities or someone else's responsibility, the property owner must notify the city engineer in writing with sufficient documentation of the cause of the damage and justification of why the repair and/or replacement should not be considered the responsibility of the abutting property owner.

Damage caused to the sidewalk by vegetation located on private property, lack of regular maintenance by the abutting property owner, or damage that is any way caused by the abutting property owner shall be the responsibility of the private property owner to repair subject to ACC 12.66.

12.12.236 Private Irrigation Systems.

Construction of private irrigation systems within the public right-of-way is required to be completed by construction permit per ACC 12.66 or included in a facility extension permit per ACC 13.40. The Owner shall apply for and obtain a Permit from the City prior to doing any work for installation, repairs, abandonment or removal performed on the irrigation facilities in the City's right-of-way.

A. All future maintenance, repairs, abandonment or removal performed on the irrigation facilities located in the City's rights-of-way shall be performed by a licensed and bonded contractor in the State of Washington.

B. The applicant shall be responsible for all permits, maintenance, repairs, cost and water usage of the irrigation facilities.

C. The Owner shall provide the City with information specifying the location of the facilities placed under the permit, including as-built drawings showing general location.

Owner shall relocate their facilities at their cost if the City determines they are in conflict with public improvements being constructed in association with future projects. Such relocation work shall be completed within 45 days of written notification by the City in accordance with this section. The City may allow the owner additional time to relocate the facilities depending upon the project's scheduling needs.

Owner of the private irrigation system shall register with Washington 811 for locate services for underground facilities. The Owner is responsible for meeting the requirements of RCW 19.122 for locating and keeping accurate records of utility locations, protecting and repairing damage to existing underground facilities. All elements of the irrigation system shall be detectable for locate purposes.

Owner shall be responsible for any maintenance, repairs or damage to public facilities within the right-of-way that is caused by the private irrigation system, including the maintenance of or repairs to the irrigation system. Such public facilities shall include but are not limited to pavement, sidewalks, curbs, gutters, underground utilities such as water, sewer and storm, electrical, street lighting, fiber, conduit, landscaping and subgrades.

12.12.240 Violation – Penalty.

A. Violation of the provisions of this chapter is an infraction, subject to penalties in accordance with ACC 1.25.050, and each day in violation shall be considered a separate offense.

B. In addition to the penalties provided in subsection A of this section, if the owner, abutting owner, or permittee fails to construct a sidewalk in the time and manner specified in the permit issued pursuant to ~~this article~~the city code, ~~the city council, pursuant to Chapter 35.70 RCW, shall order the sidewalk to be constructed under the supervision of the city engineer, and the costs shall be assessed against and become a lien upon the land of the property owner abutting the sidewalk to be constructed~~ it shall constitute a public nuisance as defined in ACC 8.12.020. The city shall utilize the provisions of ACC 8.12.080 to abate the violation by ordering the sidewalk to be constructed under the supervision of the city engineer or his/her designee. The

abatement order, and all requirements and provisions of ACC 8.12.080, shall be directed to the owner, abutting owner, or permittee. (Ord. 5683 § 33, 2002; Ord. 3926 § 11, 1983.)

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN

ATTEST:

_____

NANCY BACKUS, MAYOR

_____

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

_____

Daniel B. Heid, City Attorney

Published: _____

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6675 (Tate)

Date:
February 27, 2018

Department:
Community Development & Public Works

Attachments:
Agenda Bill
Ordinance No. 6675
Zoning Map showing the current and proposed zoning of buth sites

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

Administrative Recommendation:

City Council adopt Ordinance No. 6675.

Background Summary:

Please see the attached Agenda Bill.

Reviewed by Council Committees:

Other: Planning and Legal

Councilmember:

Staff: Tate

Meeting Date: March 5, 2018

Item Number: ORD.C

AGENDA BILL APPROVAL FORM

Agenda Subject Ordinance No. 6675, City-initiated Zoning Map Amendment (Rezone), REZ18-0001		**Date:** February 27, 2018
Department: Community Development & Public Works	**Attachments:** See Exhibits 1-3 listed at end of report	**Budget Impact**: N/A
Administrative Recommendation: City Council to introduce and adopt Ordinance No. 6675 approving the City-initiated Zoning Map Amendment (Rezone)		

APPLICANT: City of Auburn Planning Division
Dept. of Community Development & Public Works
25 West Main ST
Auburn, WA 98001-4998

REQUEST: File No. REZ18-0001
City-initiated rezoning of five parcels in two locations to implement recent Comprehensive Plan map amendments;
The first group is 4 privately-owned, previously developed parcels changing from "DUC, Downtown Urban Center" to "M1, Light Industrial" to recognize and be more compatible with developed status of the properties. The other location is a 0.98-acre city-owned park parcel changing from "R-20, Residential Zone, 20 units to the acre" to "I, Institutional" in response to recent City ownership as a developed park.

LOCATION: The four contiguous parcels located on the east of C ST NW between W Main ST and 3rd ST NW, with the following parcel numbers and addresses: 5401600175/232 C ST NW; 5401600200/(No address); 5401600235/301 2nd ST NW; 5401600260/(No address) within the NE quarter of Section 13, Township 21 North, Range 4 East, W.M.

The remaining parcel is located south of SE 310th ST, approx. 820 feet west of 124th Ave SE, with the following Parcel No. 0921059073 (no address) within the NW quarter of Section 9, Township 21 North, Range 5 East, W.M.

Reviewed by Council & Committees:		**Reviewed by Departments & Divisions:**	
☐ Arts Commission	COUNCIL COMMITTEES:	☒ Building	☐ M&O
☐ Airport	☐ Finance	☐ Cemetery	☐ Mayor
☐ Hearing Examiner	☐ Municipal Services	☐ Finance	☒ Parks
☐ Human Services	☐ Planning & D	☒ Fire	☒ Planning
☐ Park Board	☐ Public Works	☒ Legal	☐ Police
☒ Planning Comm.	☐ Other _____	☒ Public Works	☐ Human Resources

Action:
Committee Approval: ☐Yes ☐No
Council Approval: ☐Yes ☐No Call for Public Hearing ___/___/____
Referred to _____ Until ____/___/____
Tabled _____ Until ___/___/____

Councilmember:	Staff: Tate
Meeting Date: March 5, 2018	Item Number:

EXISTING ZONING: The first group is 4 privately-owned, parcels currently zoned "DUC, Downtown Urban Center".

The other location is a 0.98-acre city-owned park parcel currently zoned "R-20, Residential Zone, 20 dwelling units to the acre".

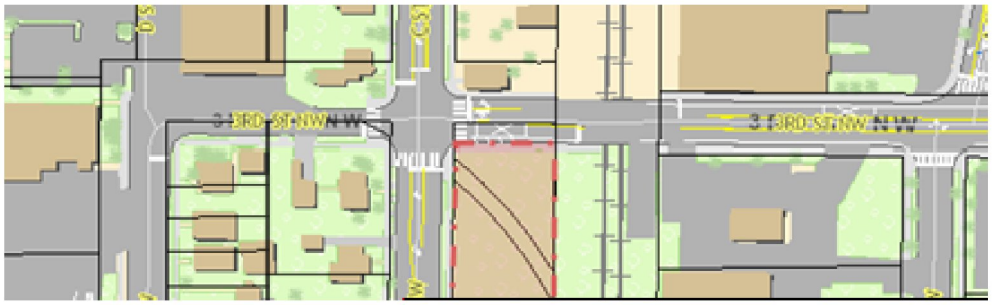
EXISTING COMPREHENSIVE PLAN DESIGNATION: The first group is 4 privately-owned, previously developed parcels that have a comprehensive plan designation of "Light Industrial". The other location is a 0.98-acre city-owned park parcel, which has a designation of "Institutional". Both locations were recently changed as part of the City's Annual Comprehensive Plan amendments adopted by Ordinance No. 6667 on December 18, 2017.

SEPA STATUS: A Determination of Non-Significance (DNS) was issued under City file SEP17-0014 on September 19, 2017. The comment period ended October 3, 2017, and the appeal period ended October 17, 2017. No comments or appeals were received.

The Comprehensive Plan designation, zoning classification and land uses of the site and surrounding properties for the **first group of 4 parcels** are as follows:

	Comprehensive Plan Designation	**Zoning Classification**	**Existing Land Use**
On-Site	"Light Industrial"	DUC, Downtown Urban Center	Warehouse, bulk propane tank, storage building, parking lot.
North	"Heavy Industrial"	M1, Light Industrial,	Single-family residences & vehicle fueling station
South	"Downtown Urban Center"	DUC, Downtown Urban Center	Auto body repair shop
East	"Light Industrial"	DUC, Downtown Urban Center with M1, Light Industrial, beyond	Railroad line and vehicle fuel distribution business
West	"Downtown Urban Center"	DUC, Downtown Urban Center	single-family residences and irrigation contractor business across C ST NW

VICINTY MAP

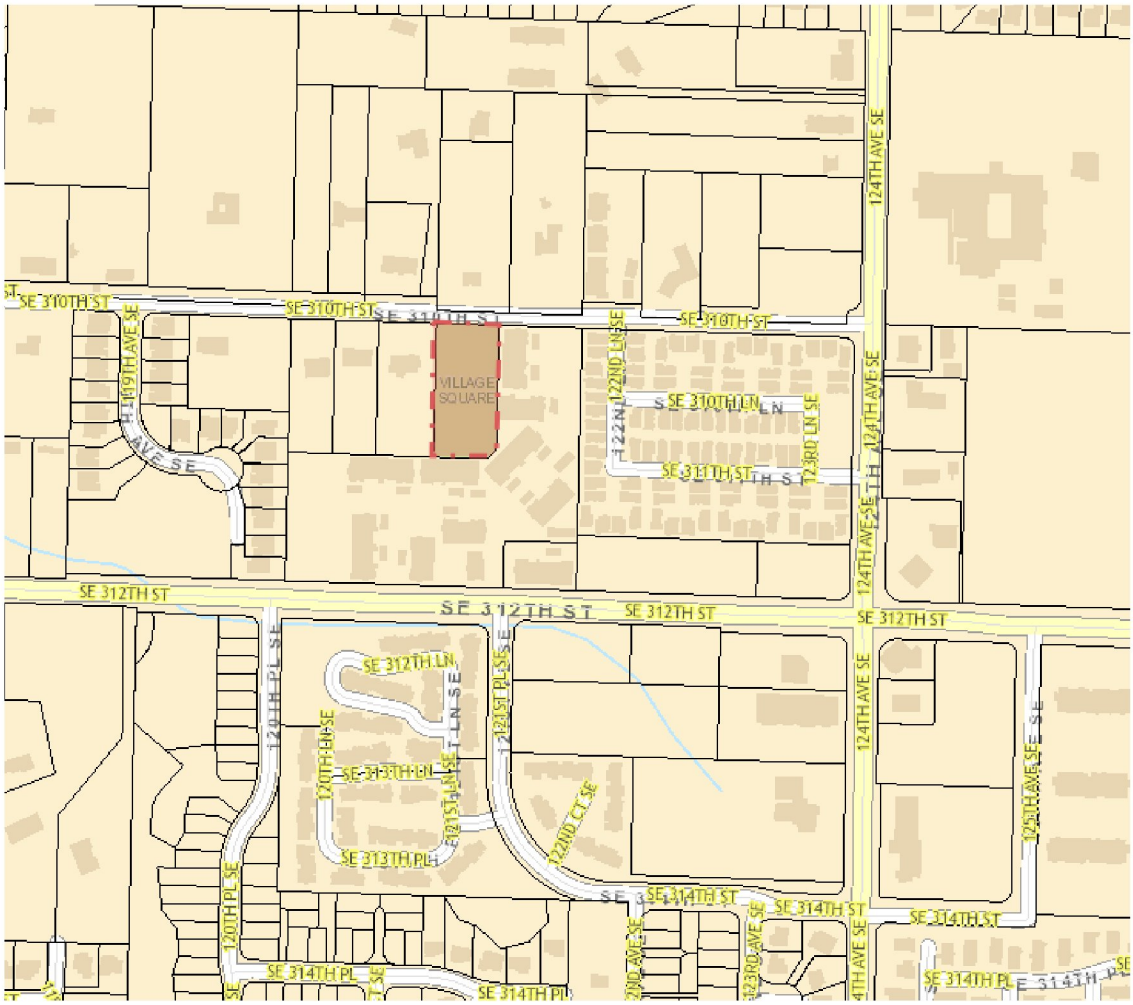


^
North

The Comprehensive Plan designation, zoning classification and land uses of the site and surrounding properties for the **second location is as follows**:

	Comprehensive Plan Designation	**Zoning Classification**	**Existing Land Use**
On-Site	"Institutional"	R-20, Residential (Twenty dwelling units per acre)	City-owned park
North	"Single-Family Residential"	R5, Residential (Five dwelling units per acre)	Multiple family apartments
South	"Multiple Family Residential"	R-20, Residential (Twenty dwelling units per acre)	Multiple family apartments
East	"Multiple Family Residential""	R-20, Residential (Twenty dwelling units per acre)	Multiple family apartments
West	"Single-Family Residential"	R5, Residential (Five dwelling units to the acre)b	Single-family residences

VICINTY MAP



North

A. FINDINGS

The City identified the Comprehensive Plan Map Amendment and associated step of rezoning these parcels as part of the actions for the annual Comprehensive Plan amendments. This City-initiated proposal consists of changing the zoning classification of the following 5 properties:

Parcel ID Number/ address	Property owner	Parcel Size	Comprehensive Plan Designation	Existing Zoning Classification	Current Land Use
5401600175/ 232 C ST NW	Ho & Nancy Kim	0.7 acres	Downtown Urban Center	DUC, Downtown Urban Center	Former Del's Farm Supply consisting of 5,238 sq. ft. of warehouse & 1,500 sq. ft. of attached office/store. Currently unoccupied/
5401600200/ (No address)	Ho & Nancy Kim	0.06 acres	Downtown Urban Center	DUC, Downtown Urban Center	Former railroad spur line bisecting parcel -0200 currently vacant
5401600235/ 301 2nd ST NW	CHS Inc.	0.34 acres	Downtown Urban Center	DUC, Downtown Urban Center	Cenex bulk propane storage tanks
5401600260/ (No address)	Gary & Karen Stamps	0.24 acres	Downtown Urban Center	DUC, Downtown Urban Center	Parking lot /vacant

Parcel ID Number/ address	Property owner	Parcel Size	Comprehensive Plan Designation	Existing Zoning Classification	Current Land Use
Parcel No. 0921059073 (no address)	City of Auburn	0.98 acres	Institutional	R-20, Residential (Twenty dwelling units per acre)	Developed city park

1. The first group of parcels border C ST NW, which is classified by the City's Comprehensive Transportation Plan as a "Minor Arterial". The northern most parcel also borders 3rd ST NW, which is also classified as a "Minor Arterial". The second location borders SE 310th ST, which is classified as a "Local Residential" street.

2. All of the properties are developed, or if now vacant, have previously been developed. All the sites are relatively flat and do not contain environmentally critical areas.

History of Existing Development

3. The first group of parcels were part of the oldest city limits originally incorporated in 1890. Ordinance No. 6121 annexed the second location to the City as part of Lea Hill annexation area effective in 2008.

4. For the **first group of parcels**, the land use designations and zoning for the subject properties have not been re-evaluated for many years and therefore have not considered the continued appropriateness of the land use designations. The boundaries of the DUC, Downtown Urban Center zoning district were originally adopted in 2007 when the city was desirous of establishing a downtown center zoning classification over a broad area. While the justification for the establishment of the boundaries cannot be precisely recreated, it may have been contemplated that the properties would likely redevelop, but this has not happened.

   The contiguous sites are located at the northern margin of the "Downtown Urban Center" Comprehensive Plan designation and bordered to the north and the east by properties with an "Industrial" designation. The sites align in a row north to south and are bordered by public streets of C ST NW to the west, 3rd ST NW to the north and by the Burlington Northern railroad to the east. The automobile body shop of A-1 Collision borders the sites to the south.

   The two largest parcels, Parcel No. 5401600175 (0.7 acres) and Parcel No. 5401600235 (0.34 acres) have been developed for more than 25 years with structures and facilities that are more appropriate characterized as "industrial uses" than suburban downtown development. The configuration and location of the properties sandwiched between transportation corridors makes them less suitable for redevelopment as downtown service or retail type uses geared to leisure shopping and that would be appropriately subject to strict architectural and site design requirements. Due to the number of recent zoning inquiries, City staff has increasing become aware of the difficulty of the property owner in finding tenants that can occupy the former Del's Farm Supply building and meet the zoning use regulations of the DUC zoning district. Few uses are capable of using the building with few physical alterations in order to avoid triggering consistency with Downtown Design Standards and significant upgrades.

5. Related to the **second site,** in 1996 the 0.98-acre property was part of a larger 2.23-acre property ownership by Schneider Homes Inc. that was proposed for development as the 'Pasafino Apartments' while in unincorporated King County prior to annexation to the City of Auburn. In 1996 a 'Petition for Annexation Agreement and Declaration of Covenant' was executed between the City and Schneider Homes Inc. in order for the City to provide water and sewer services to the proposed apartment development located outside the city, but within the city's established utility service area. An 'Amended Petition for Annexation Agreement and Declaration of Covenant' was executed on April 21, 1997. The Agreements provided that as a condition of the City providing water and sewer utility services, Schneider Homes Inc. would develop a park, and after annexation, convey the developed park land to the City of Auburn without obligation or cost. At the time of transfer, the city parks department would assume maintenance responsibility. Ordinance No. 6121 annexed the property to the City of Auburn effective in 2008; however, the transfer of ownership of the park land did not take place for many more years since the park land was not a separate parcel that could be deeded separately to the City. Schneider Homes Inc. filed a Boundary Line Adjustment (BLA) application (File #BLA14-0005) in May of 2014 to establish the park land as a separate parcel. The processing of the BLA was delayed due to changes in property ownership interest on the part of Schneider Homes Inc. for refinancing purposes. The BLA was subsequently approved by the City and recorded on November 2, 2016 (Recording #20161102900004) and the property subsequently conveyed to the City. The park is depicted as "Village Square Park" on the city website.

It was previously appropriate to have the Comprehensive Plan land use designation of "Multiple Family Residential" applicable to the site when it was privately-owned and part of a larger parcel that is mainly developed with apartments. However, now that Parcel No. 0921059073 is a separate parcel (as a result of the boundary line adjustment and deed), owned by the City and developed for park purposes, it is appropriate for it to have the zoning classification be: "I, Institutional" to implement and correspond with the "Institutional" land use designation of the Comprehensive Plan. This is the same zoning classification applied to other City park properties.

Relationship of Comprehensive Plan Annual Amendments and the Rezone Processing

6. At its October 18, 2017 public hearing, the Planning Commission reviewed the related Comprehensive Plan Map amendment CPM #3 (File No. CPA17-0001, City-initiated Map amendment) to change Map No. 1.1 and change the Comprehensive Plan designation of the 4 parcels from "Downtown Urban Center" to "Light Industrial" to recognize and be more compatible with developed status of the properties.

   Also, at this same public hearing, the Planning Commission reviewed the related Comprehensive Plan Map amendment CPM #2 (File No. CPA17-0001, City-initiated Map amendment) to change Map No. 1.1 and change the Comprehensive Plan designation of a 0.98-acre city-owned park parcel from "Multiple Family Residential" to "Institutional" in response to recent City ownership as a developed park.

   At the conclusion of the hearing, the Planning Commission forwarded its recommendation for approval of the comprehensive plan map changes to the City Council.

7. At its November 27, 2017 Study Session, the City Council reviewed the Amendments and the draft Ordinance No. 6667. On December 18, 2017, the City Council approved Ordinance No. 6667 approving both sets of Comprehensive Plan Map amendments, among others.

   These proposed rezones implement the corresponding Comprehensive Plan designations of "Light Industrial" as identified on Page LU-11; and of the "Institutional" designation as found on Page LU-14, of the Comprehensive Plan.

8. In June 2017 the City Council adopted Ordinance No. 6655 which allows the Planning Commission and City Council to consider associated map changes (for Comprehensive Plan and Zoning map amendments), concurrently. This eliminates the need for the rezone (zoning map amendment) to subsequently be heard and decided by the Planning Commission or Hearing Examiner through a separately scheduled hearing when it is related to a Comprehensive Plan map amendment.

   While several Comprehensive Plan and Zoning map amendments were concurrently considered at the Planning Commission at their October 18, 2017 hearing and by the City Council approval of Ordinance No. 6667, on December 18, 2017. The public noticing step was not performed for the rezoning associated with these changes and as a result, they are being considered in sequence, rather than concurrently in order to ensure that the proper procedures are followed.

9. On February 6, 2018, the Planning Commission conducted a duly noticed public hearing on the rezone. There were no public comments submitted and no one testified at the hearing.

10. On February 26, 2018, at a regular study session, the City Council reviewed and discussed the proposed rezone and implementing ordinance.

11. Pursuant to ACC 18.68.030 ((Zoning Amendments) Public hearing process) provides that the city may initiate rezone actions.

12. Pursuant to ACC 18.68.030 and ACC 18.68.040, for all rezones initiated by the City, the Planning Commission shall conduct a public hearing and make a recommendation to the City Council.

> ***"18.68.030 Public hearing process.***
> ***B. Zoning Map Amendments.***
> ***.***
> ***.***
> ***.***
> ***2. Areawide Zoning and Rezoning, Initiated by the City****. The planning commission shall conduct a public hearing and make a recommendation to the city council. If applicable, a comprehensive plan amendment may also be processed.*
> ***C. City Council Decision****. The city council may affirm, modify or disaffirm any recommendation of the planning commission or hearing examiner with regard to amendments of the text or map of this title. (Ord. 6655 § 1, 2017; Ord. 6442 § 26, 2012; Ord. 6198 § 4, 2008; Ord. 4840 § 1, 1996; Ord. 4229 § 2, 1987.)"*

13. Pursuant to 18.68.040, ((Zoning Amendments) Public hearing notice requirements) the following public notice is required.

> ***B. Zoning Map Amendments.***
> ***.***
> ***.***
> ***.***
> ***2. Rezones, Including Area wide Zoning, Initiated by the City.***
> *a. Planning Commission. As a minimum, notice of public hearing shall be given by publication, in a newspaper of general circulation in the area, at least 10 days prior to the public hearing. Additional mailing or posting of notices may, at the option of the planning commission, be required.*
> *b. City Council. As a minimum, notice of public hearing shall be given by publication, in a newspaper of general circulation in the area, prior to the public hearing. Additional mailing or posting of the notices may, at the option of the city council, be required. (Ord. 6655 § 2, 2017; Ord. 6198 § 5, 2008; Ord. 6185 § 9, 2008; Ord. 5811 § 8, 2003; Ord. 4840 § 1, 1996; Ord. 4229 § 2, 1987.)*

14. A notice of public hearing was issued and published in the Seattle Times on January 23, 2018 and on the same date mailed to the property owners within 300 feet of the subject site, and posted at 3 public locations meeting the notification requirements.

15. Per ACC 18.23.020(G), the stated purpose of the "M-1, Light Industrial" zoning district is to:

"G. M-1, Light Industrial Zone. The intent of the M-1 zone is to accommodate a variety of industrial, commercial, and limited residential uses in an industrial park environment, to preserve land primarily for light industrial and commercial uses, to implement the economic goals of the comprehensive plan and to provide a greater flexibility within the zoning regulations for those uses which are non-nuisance in terms of air and water pollution, noise, vibration, glare or odor. The light industrial/commercial character of this zone is intended to address the way in which industrial and commercial uses are carried out rather than the actual types of products made."

"The character of this zone will limit the type of primary activities which may be conducted outside of enclosed buildings to outdoor displays and sales. Uses which are not customarily conducted indoors or involve hazardous materials are considered heavy industrial uses under this title and are not appropriate for the M-1 zone. An essential aspect of this zone is the need to maintain a quality of development that attracts rather than discourages further investment in light industrial and commercial development. Consequently, site activities which could distract from the visual quality of development of those areas, such as outdoor storage, should be strictly regulated within this zone."

16. Per ACC 18.35.020(D), the stated intent of the "I, Institutional" zoning district is to:

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

17. A Determination of Non-Significance (DNS) was issued under City file SEP17-0014 on September 19, 2017. The comment period ended October 3, 2017, and the appeal period ended October 17, 2017. No comments or appeals were received.

B. <u>CONCLUSIONS:</u>

Chapter 18.68 ACC ((Zoning Code) Amendments) provides very limited criteria for approval of a rezone. Following is a Staff analysis of the requested change with the criteria.

1. The rezone must be consistent with the Comprehensive Plan.

<u>Staff analysis:</u> The purpose of the City's Comprehensive Plan document is to provide a policy basis for the future zoning changes to ensure that the Comprehensive Plan and Zoning Ordinance are consistent as required by the following City Code section:

"ACC 14.22.050 Conformance and consistency.
The zoning, land division and other development codes contained or referenced within the 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. "

On December 18, 2017, the City Council approved Ordinance No. 6667 approving the change in Comprehensive Plan designation for both locations.

Related to this first set of property changes, the Comprehensive Plan contains policy guidance. Specifically, Volume 1, "Land Use", starting at Page LU-11 provides the following purpose and description of the 'Light Industrial' Comprehensive Plan designation:

"Light Industrial Designation
Description
This category is intended to accommodate a wide range of industrial and commercial uses. This designation is intended to provide an attractive location for manufacturing, processing and assembling land use activities that contribute to quality surroundings. A wide variety of appropriate commercial uses in this designation benefit from the location, access, physical configuration, and building types of these properties. It is distinguished from heavier industrial uses by means of performance criteria. All significant activities shall take place inside buildings, and the processing or storage of hazardous materials shall be strictly controlled and permitted only as an incidental part of another use"

"Designation Criteria

1. *Previously developed light industrial areas; or*
2. *Located along high-visibility corridors;*
3. *Provides buffering for heavy industrial areas or is buffered from the single-family designation by landscaping, environmental features, or the Residential Transition designation and buffered from all other Residential designations; and*
4. *Meets the development parameters of the Light Industrial designation."*

"Implementing Zoning Designations

"M-1, Light Industrial"

Consistent with policy discussion in the Comprehensive Plan, the first set of properties proposed for rezoning are already developed with industrial uses and the sites are located along heavily traveled roadway corridors, as evidenced by their "Minor Arterial" classification.

In addition, the Comprehensive Plan document provides various policies that address light industrial development in order to meet community goals. The following policy applicable to light industrial areas is relevant to the rezoning request.

"LU-82 A wide range of commercial activities may be allowed to provide increased opportunities for sales tax revenue."

Related to this second location, the Comprehensive Plan contains policy guidance. Volume 1, Land Use, starting at Page LU-14 provides the following purpose and description of the "Institutional" Comprehensive Plan designation:

"Institutional Designation
Description

This category includes those areas that are re served for public or institutional uses. These public uses include public schools and institutional uses such as large churches and schools. It is also intended to include those of a significant impact, and not those

smaller public uses that are consistent with and may be included in another designation. For example, public uses of an industrial character are included in the industrial designation, and small-scale religious institution of a residential character are included in the residential designation."

"Designation Criteria
Previously developed institutional uses; or located along major arterial streets; Properties that are buffered from the single-family designation by landscaping, environmental features, or the Residential Transition designation and buffered from all other Residential designations; and meets the development parameters of the Institutional designation. Properties identified in the Airport Master Plan as "Landing Field."

"Implementing Zoning Designations
I, Institutional
LF, Landing Field"

Consistent with policy discussion in the Comprehensive Plan, this second location is proposed for rezoning to "I, Institutional" and is already developed as a public park. While the site borders single family uses to the west and multiple family uses to the east and south; the low development intensity as a public park with passive recreational uses and mature landscaping serve to make the use compatible with adjacent residential uses.

"LU-103 This designation permits a wide array of uses that tend to be located in the midst of other dissimilar uses. For this reason, special emphasis should be directed at the following:

a. The appropriateness of new requests for this designation and the impacts that it may have on the surrounding community.

b. Site-specific conditions that should be attached to the granting of new requests for this designation that are designed to mitigate impacts on the surrounding community.

c. Site-specific conditions that should be attached to development proposals that are designed to mitigate impacts on the surrounding community.

The proposed "I, Institutional" zoning is different than surrounding zoning classifications. The site borders single family uses to the west and multiple family uses to the east and south and the low development intensity as a public park, along with the passive recreational uses with mature landscaping serve to make the use compatible with adjacent residential uses.

2. The rezone must be initiated by the City in order for the Planning Commission to provide a recommendation on the request.

Staff Analysis: The rezone application was initiated by the City. The property owners and nearby property owners received notice of the Comprehensive Plan amendments prior to the Planning Commission's hearing in October of 2017 and prior to the rezone hearing in February 6, 2018.

3. Any changes or modifications to a rezone request made by either the Hearing Examiner or City Council will not result in a more intense zone than the one requested.

Staff Analysis: Further changes or intensification beyond the change in designation as proposed are not anticipated.

In addition, Washington case law has identified other criteria for rezone applications (See *Parkridge v. Seattle,* 89 Wn.2d.454; 573 P.2d 359 (1978) (Conditions must have changed since the original zoning was established and the proposed rezone must bear a substantial relationship to the general welfare of the community); *Ahmann-Yamane, LLC v. Tabler,* 105 Wn. App. 103, 111 (2001) (Proponents of a rezone must establish that conditions have substantially changed since the original showing and that the rezone must bear a substantial relationship to the public health, safety, morals or welfare; provided, that a showing of a change of circumstances has occurred is not required if a rezone implements the Comprehensive Plan.)

a. Conditions in the area must have changed since the original zoning was established.

Staff Analysis: The rezone proposal implements the Comprehensive Plan land use designation for the subject properties. As mentioned under the Findings of Fact, a Comprehensive Plan map amendment was processed at the end of 2017 and approved by the City Council Ordinance No. 6667, as a changed condition. The proposed rezone would adjust the zoning of the property to correspond and be consistent with the Comprehensive Plan designation. Showing that a change of circumstances has occurred is not required if a rezone implements the Comprehensive Plan.

b. The proposed rezone must bear a substantial relationship to the general welfare of the community.

Staff Analysis: Rezoning the subject properties from "DUC, Downtown Urban Center" to "M-1, Light Industrial" and from "R-20, Residential Zone 20 units to the acre" to "I, Institutional" will align the zoning district to the already changed Comprehensive Plan designation. As noted above, Volume 1, 'Land Use', provides various policies related to meeting community and growth management goals. The zoning change will assist in implementing these goals benefitting the community and general welfare.

C. PLANNING COMMISSION RECOMMENDATION

The Planning Commission issued a recommendation of **approval** on February 6, 2018 without conditions.

D. EXHIBIT LIST

Exhibit 1 Staff Report
Exhibit 2 Ordinance No. 6675
Exhibit 3 Zoning Map showing the current and proposed zoning for both sites.

ORDINANCE NO. 6 6 7 5

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE CITY-INITIATED REZONING OF FOUR PARCELS TOTALING APPROXIMATELY 1.34 ACRES LOCATED EAST OF C ST NW, BETWEEN W MAIN ST AND 3RD ST NW FROM DUC, DOWNTOWN URBAN CENTER TO M1, LIGHT INDUSTRIAL, AND THE CITY-INITATED REZONING OF AN APPROXIMATELY 0.98-ACRE PARCEL ON THE SOUTH SIDE OF SE 310TH ST, WEST OF 124TH AVE SE FROM R-20, RESIDENTIAL ZONE 20 UNITS TO THE ACRE, TO I, INSTITUTIONAL TO IMPLEMENT THE COMPREHENSIVE PLAN AND AMENDING THE CITY'S ZONING MAPS

WHEREAS, the City Council of the City of Auburn, Washington, adopted, on August 18, 1986, a Comprehensive Plan by Resolution No. 1703, which included a Map establishing the location of the Comprehensive Plan Land Use Designations throughout the City; and

WHEREAS, on April 17, 1995, the City Council of the City of Auburn adopted Comprehensive Plan Amendments by Resolution No. 2635 to comply with the Washington State Growth Management Act; and

WHEREAS, on September 5, 1995, the City of Auburn reaffirmed that action with the adoption of Ordinance No. 4788; and

WHEREAS, on December 14, 2015, the City Council of the City of Auburn adopted a substantially revised Comprehensive Plan by Ordinance No. 6584 to comply with the periodic update required by the Washington State Growth Management Act; and

WHEREAS, on February 5, 2018, the City of Auburn reaffirmed that action with the adoption of Resolution No. 5341; and

WHEREAS, the City initiated a rezone application (File #REZ18-0001) on December 18, 2017, for four parcels located east of C ST NW identified by King County, Washington tax parcel numbers 5401600175, 5401600200, 5401600235, and 5401600260 and for a parcel located south of SE 310th ST identified by King County, Washington tax parcel number 0921059073; and

WHEREAS, the environmental impacts of proposed rezone were considered in accordance with procedures of the State Environmental Policy Act; and

WHEREAS, after proper notice published in the City's official newspaper at least ten (10) days prior to the date of hearing, the City of Auburn Planning Commission on February 6, 2018 conducted a public hearing on the proposed City-Initiated Rezone; and

WHEREAS, at the public hearing the City of Auburn Planning Commission heard public testimony and took evidence and exhibits into consideration; and

WHEREAS, thereafter the City of Auburn Planning Commission made a recommendation to the City Council on the proposed City-Initiated Rezone; and

WHEREAS, on, February 26, 2018, the Auburn City Council considered the proposed City-Initiated Rezone; as recommended by the City of Auburn Planning Commission; and

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

Section 1. The City Council ("Council") adopts and approves the City-Initiated Rezone to change four parcels totaling approximately 1.34 acres located east of C ST NW from "DUC, Downtown Urban Center", to "M-1, Light Industrial" and to change an

approximately 0.98-acre parcel located south of SE 310th St from "R-20, Residential Zone 20 Units to the Acre" to "I, Institutional" and directs that the rezone application and all related documents be filed along with this Ordinance with the Auburn City Clerk and be available for public inspection.

Section 2. The Zoning Map amendment is herewith designated as a basis for the exercise of substantive authority under the Washington State Environmental Policy Act (SEPA) by the City's responsible environmental official in accordance with RCW 43.21C.060.

Section 3. The Council adopts the Findings of Fact and Conclusions of Law in the Planning Commission's recommendations, as set forth below:

FINDINGS OF FACT

Procedural:

1. Applicant. The Applicant is the City of Auburn.

2. Hearing. A public hearing was held by the Planning Commission on the proposed rezone on February 6, 2018 at 7:00 p.m. at the City Council Chambers at Auburn City Hall.

Substantive:

3. Site/Proposal Description. The City as applicant has requested a rezone of five parcels in two locations; four privately-owned, developed parcels totaling approximately 1.34 acres changing from "DUC, Downtown Urban Center" to "M1, Light Industrial" to recognize and be more compatible with developed status of the properties. The other location is an approximately 0.98-acre city-owned parcel changing from "R-20, Residential Zone 20 Units to the Acre" to "I, Institutional" in response to recent City ownership as a developed park. The underlying comprehensive plan land use map designations of the parcels were amended to "Light Industrial" and to "Institutional", respectively, by City Ordinance No. 6667 adopted on December 18, 2017.

4. Characteristics of the Areas. For the first group of parcels, the land use designations and zoning for the subject properties have not been re-evaluated for many years and therefore have not considered the continued appropriateness of the land use

designations. The boundaries of the DUC, Downtown Urban Center zoning district were originally adopted in 2007 when the city was desirous of establishing a downtown center zoning classification over a large area. While the justification for the establishment of the boundaries cannot be precisely recreated, it may have been contemplated that the properties would redevelop, but this has not happened.

The contiguous sites are located at the northern margin of the "Downtown Urban Center" Comprehensive Plan designation and bordered to the north and the east by properties with an industrial designation. The sites align in a row north to south and are bordered by public streets of C ST NW to the west, 3rd ST NW to the north and by the Burlington Northern railroad to the east. The automobile body shop of A-1 Collision borders the sites to the south.

The two largest parcels, Parcel No. 5401600175 (0.7 acres) and Parcel No. 5401600235 (0.34 acres) have been developed for more than 25 years with structures and facilities that are more appropriate characterized as "industrial uses" than suburban downtown development. The configuration and location of the properties sandwiched between transportation corridors makes them less suitable for redevelopment as downtown service or retail type uses geared to leisure shopping and that would be subject to strict architectural and site design requirements. Also, due to the number of recent zoning inquiries, the City staff has increasing become aware of the difficulty of the property owner in finding tenants that can occupy the former farm supply building and meet the zoning use regulations of the DUC zoning district. Also, few uses are capable of using the building with few physical alterations in order to avoid triggering consistency with Downtown Design Standards and significant upgrades.

Related to the second site, in 1996 the 0.98-acre property was part of a larger 2.23-acre property ownership by Schneider Homes Inc. that was proposed for development as the 'Pasafino Apartments' while in unincorporated King County prior to annexation to the City of Auburn. In 1996 a 'Petition for Annexation Agreement and Declaration of Covenant' was executed between the City and Schneider Homes Inc. in order for the City to provide water and sewer services to the proposed apartment development located outside the city, but within the city's established utility service area. An 'Amended Petition for Annexation Agreement and Declaration of Covenant' was executed on April 21, 1997. The Agreements provided that as a condition of the City providing water and sewer utility services, Schneider Homes Inc. would develop a park, and after annexation, convey the developed park land to the City of Auburn without obligation or cost. At the time of transfer, the city parks department would assume maintenance responsibility. The property was annexed to the City of Auburn effective in 2008 by Ordinance No. 6121; however, the transfer of ownership of the park land did not take place for many more years since the park land was not a separate parcel that could be deeded separately to the City. A Boundary Line Adjustment (BLA) application (File #BLA14-0005) was filed by Schneider Homes Inc. in May of 2014 to establish the park land as a separate parcel. The processing of the BLA was delayed due to changes in property ownership interest on the part of Schneider Homes Inc. for

refinancing purposes. The BLA was subsequently approved by the City and recorded on November 2, 2016 (Recording #20161102900004) and the property subsequently conveyed to the City. The park is depicted as "Village Square Park" on the city website.

It was previously appropriate to have the Comprehensive Plan land use designation of "Multiple "Family Residential" applicable to the site when it was privately-owned and part of a larger parcel that is mainly developed with apartments. However, now that Parcel No. 0921059073 is a separate parcel (as a result of the boundary line adjustment), owned by the City and developed for park purposes, it is appropriate for it to have the zoning classification be "I, Institutional" to implement and correspond with the "Institutional" land use designation of the Comprehensive Plan.

5. Adverse Impacts. There are no significant adverse impacts associated with the proposal. A Determination of Non-Significance (DNS) was issued under City file SEP17-0014 on September 19, 2017. The comment period ended October 3, 2017, and the appeal period ended October 17, 2017. No comments or appeals were received.

CONCLUSIONS OF LAW

Procedural:

1. Authority of the Planning Commission. ACC 18.68.030(B)(2) grants the Planning Commission with the authority to review and make a recommendation to the City Council on rezone requests if the rezone is initiated by the City.

Substantive:

2. Comprehensive Plan Land Use Map Designation. The Comprehensive Plan Land Use Map designation for the four the four parcels is "Light Industrial" and the Land Use Map designation for the other parcel is "Institutional".

3. Case Law Review Criteria and Application. The Auburn City Code does not include any criteria for rezone applications. Washington appellate courts have imposed some rezone criteria, requiring that the proponents of a rezone must establish that conditions have substantially changed since the original showing and that the rezone must bear a substantial relationship to the public health, safety, morals or welfare. *See Ahmann-Yamane, LLC v. Tabler*, 105 Wn. App. 103, 111 (2001). If a rezone implements the Comprehensive Plan, a showing that a change of circumstances has occurred is not required. *Id.* at 112.

The proposed rezone from "DUC, Downtown Urban Center" to "M1, Light Industrial" and from "R-20, Residential Zone 20 Units to the Acre" to "I, Institutional" clearly meets the judicial criteria for a rezone. There is no question that the proposal is necessary to implement the comprehensive plan, as the comprehensive plan land use map designations for the parcels are "Light Industrial" and the Land Use Map

designation for the other parcel is "Institutional", respectively. The proposed zoning appropriately implements the land use designations.

The rezone bears a substantial relationship to the public health, safety, morals and welfare because it will not result in any significant adverse impacts as determined in Finding of Fact No. 5 while at the same time being consistent with the developed status of the properties and uses.

Section 4. Upon the passage, approval, and publication of this Ordinance as provided by law, the City Clerk of the City of Auburn shall cause this Ordinance to be recorded in the office of the King County Recorder.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any of the Zoning Map amendments adopted herein, is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 7. This Ordinance shall take effect and be in force five days from and after its passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

_____

NANCY BACKUS, Mayor

ATTEST:

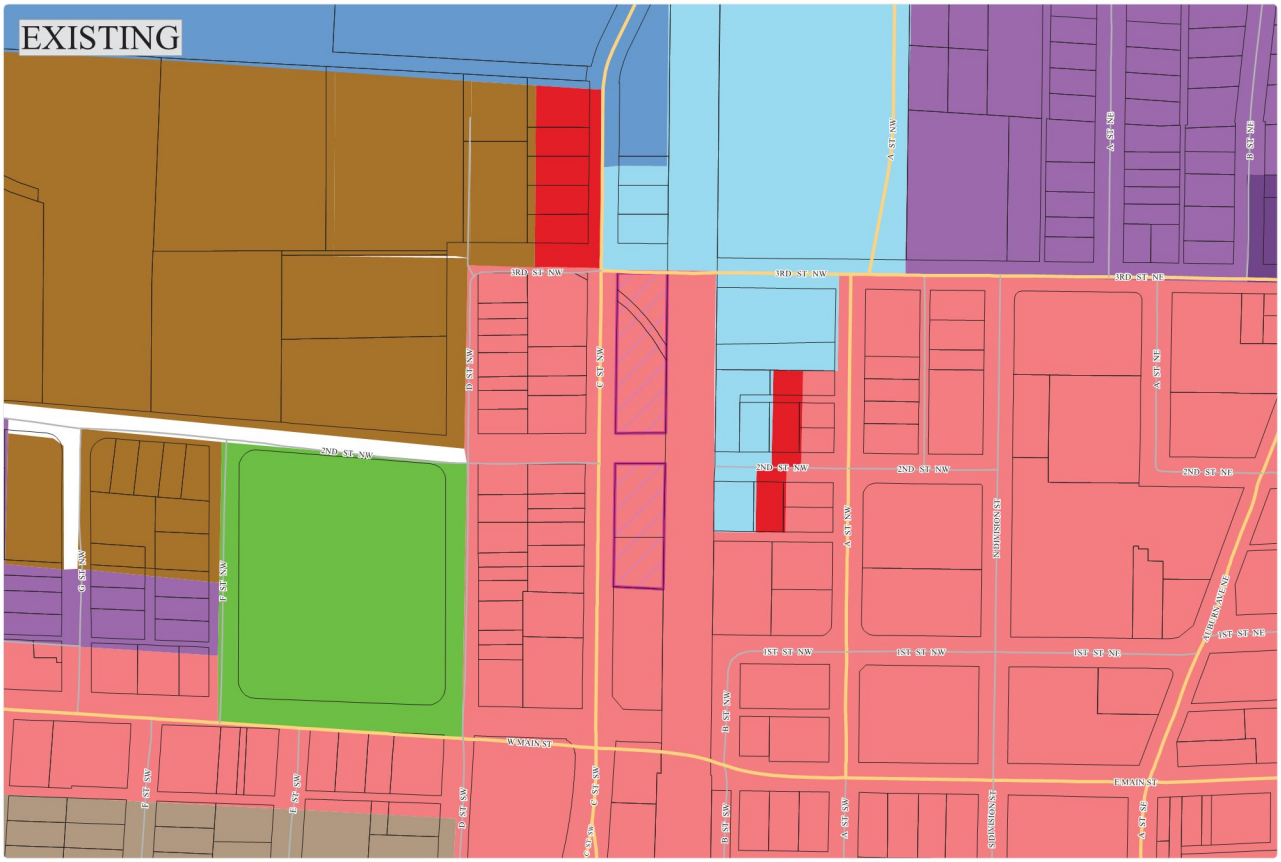
_____
Danielle E. Daskam,
City Clerk

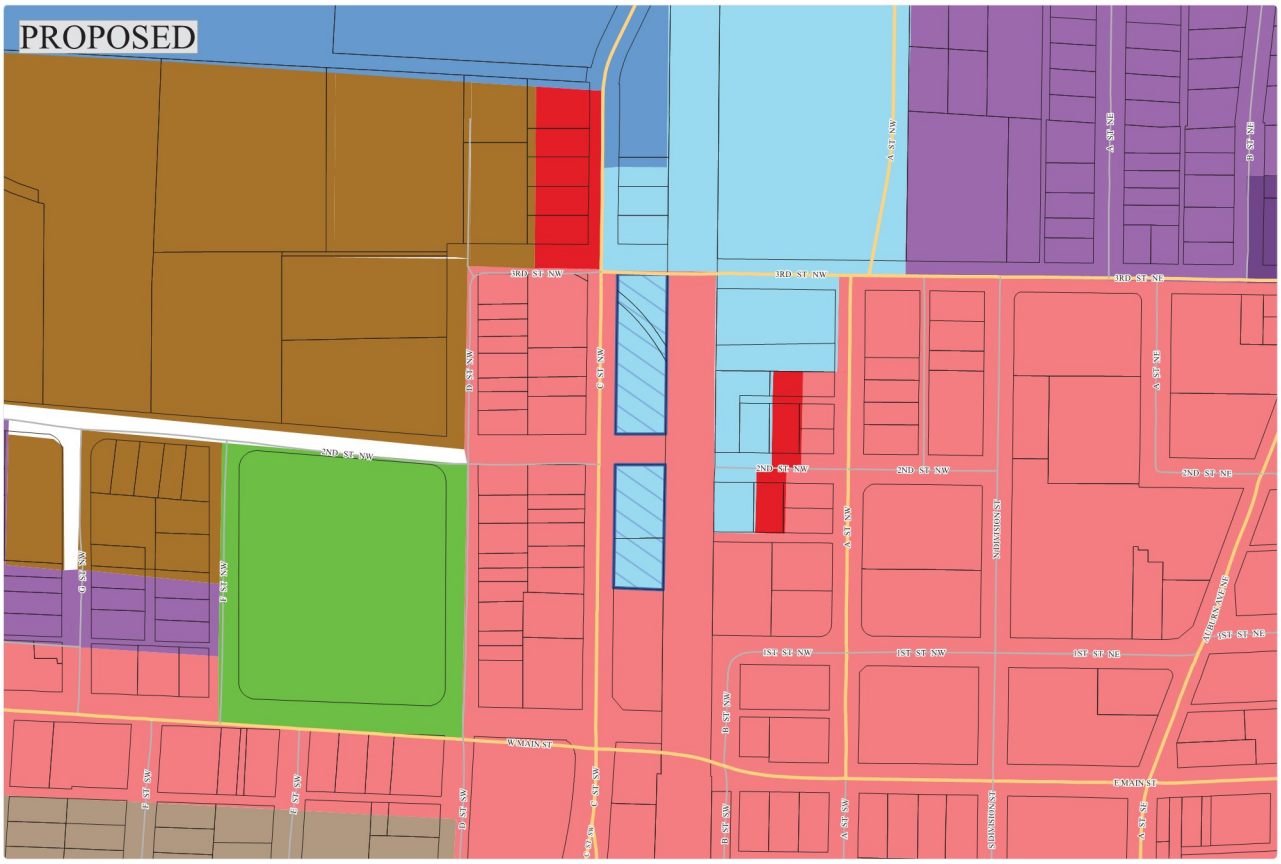
APPROVED AS TO FORM:

_____
Daniel B. Heid,
City Attorney

Published: _____

City –Initiated Rezone REZ18-0001 – C ST NW





Zoning

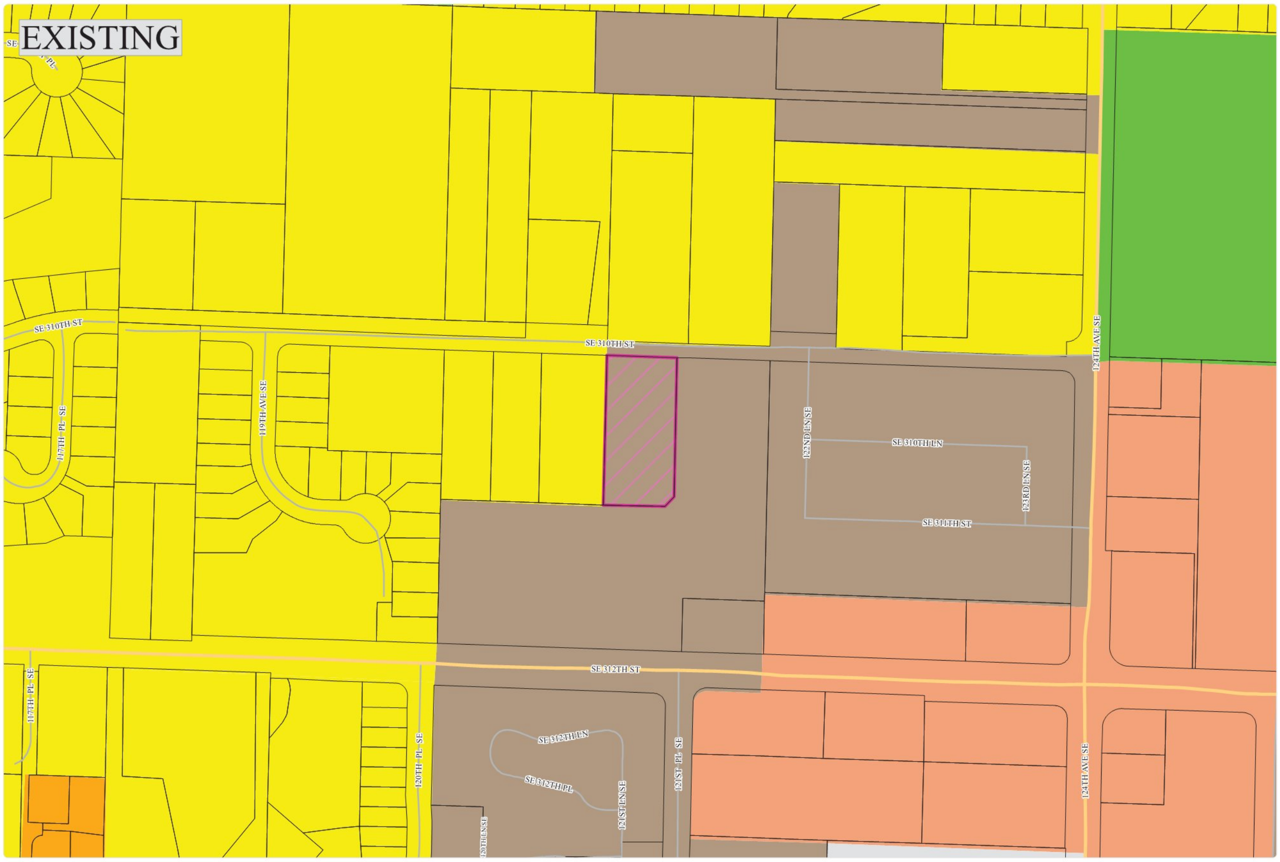
- C2 Central Business District
- C3 Heavy Commercial District
- DUC Downtown Urban Center
- M1 Light Industrial District
- M2 Heavy Industrial District
- P1 Public Use District
- R20 Residential 20 DU/Acre
- RO Residential Office District
- RO-H Residential Office District (Hospital)
- Existing Zoning
- Proposed Zoning
- Parcels

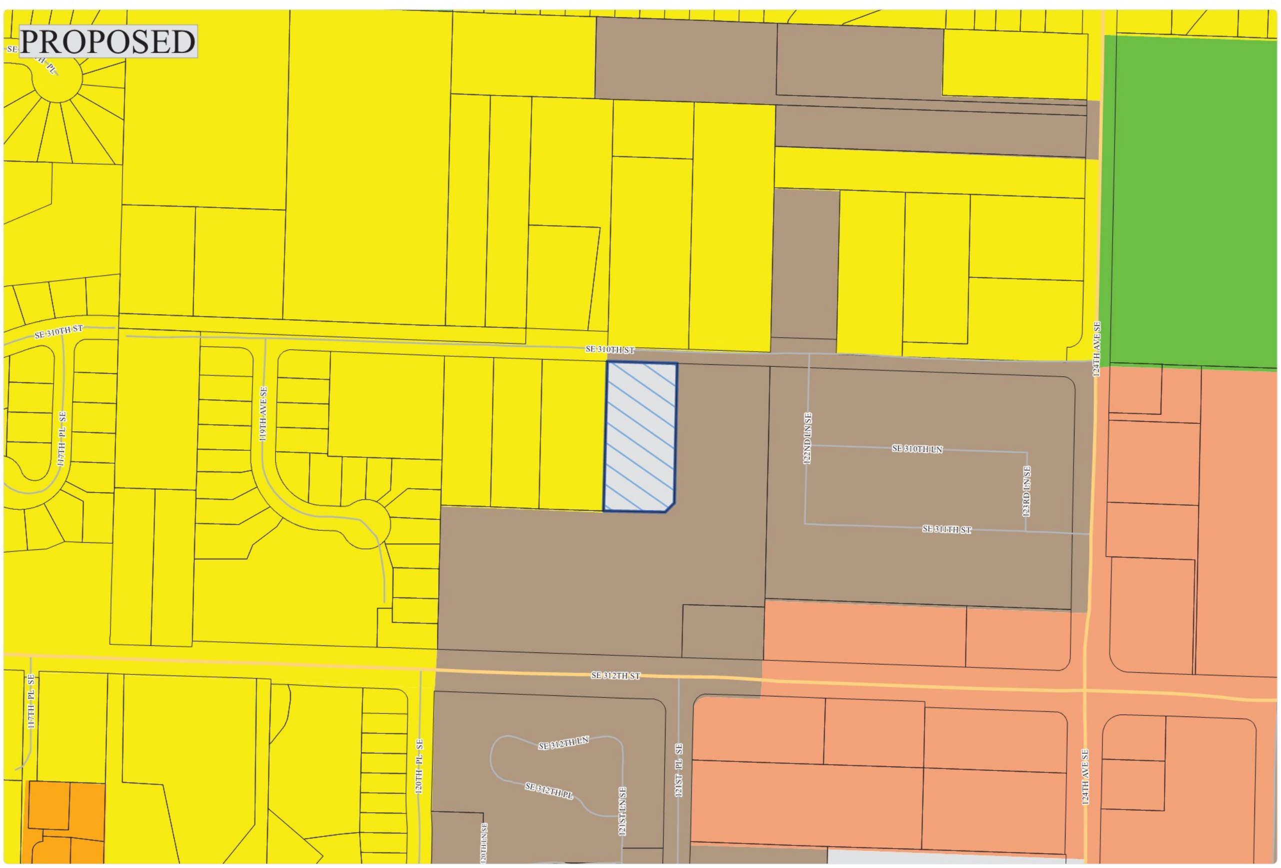
0 80 160 240 320 400
FEET

Printed On: 01/23/2018
Map ID: 5965

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

City –initiated Rezone REZ18-0001 - SE 310th ST





Zoning

- C1 Light Commercial District
- I Institutional Use District
- P1 Public Use District
- R20 Residential 20 DU/Acre
- R5 Residential 5 DU/Acre
- R7 Residential 7 DU/Acre
- Existing Zoning
- Proposed Zoning
- Parcels

0 80 160 240 320 400 FEET

Printed On: 01/23/2018
Map ID: 5966

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

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6679 (Gaub)

Date:
February 27, 2018

Department:
CD & PW

Attachments:
Ordinance No. 6679

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

Administrative Recommendation:

City Council adopt Ordinance No. 6679.

Background Summary:

Ordinance No. 6679 modifies portions of Sections 3.10 (Purchasing Policy) and 3.12 (Public Contracts). Updates related to retainage requirements are necessary to remain consistent with recent changes to Washington State law. Revising certain portions of the purchasing and contracting code will allow the City to more efficiently and effectively procure and administer consultant and construction contracts. Updating the dollar amount thresholds so authorization limits are consistent between the purchasing and contraction sections is needed.

Reviewed by Council Committees:

Councilmember:

Staff: Gaub

Meeting Date: March 5, 2018

Item Number: ORD.D

ORDINANCE NO. 6 6 7 9

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTIONS 3.10.020, 3.10.025, 3.10.026, 3.12.020, 3.12.030, 3.12.060, 3.12.070 AND 3.12.080 OF THE CITY CODE AND CREATING A NEW SECTION 3.10.060 OF THE CITY CODE RELATING TO PUBLIC CONTRACTING

WHEREAS, the current provisions of the Auburn City Code address requirements for public contracting and purchasing; and

WHEREAS, updates related to retainage requirements are necessary to remain consistent with recent changes to Washington State law.

WHEREAS, revising certain portions of the purchasing and contracting code will allow the City to more efficiently and effectively procure and administer consultant and construction contracts; and

WHEREAS, updating the dollar thresholds so authorization limits are consistent between the purchasing and contacting sections is needed.

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

Section 1. AMENDMENT TO CITY CODE. Section 3.10.020 of the Auburn City Code be, and the same hereby is, amended to read as follows:

3.10.020 Contract authorization limits.

A. The following authorization approval limits shall apply for all city contracts. For contracts with total dollar amounts up to $10,000.00, authority rests at the department director level. All contracts over $10,000.00, up to $50,000.00, and contracts that have been individually and separately listed in the city's annual budget shall be approved and signed by the mayor. For all unbudgeted expenditures not individually and separately listed in the city's annual budget in excess of $50,000.00, approval shall be obtained from the mayor and the city council.

B. For purposes of this section, a contract is "individually and separately listed" if it is:

1. Expressly identified, in writing, defining or describing the expenditure or project as a line-item in the budget;

2. Identified by express reference to the ~~CPF~~ CFP or TIP project, or other specific project in the budget.

C. If a contract does not provide for cash consideration, the responsible department will estimate the value of the contract as if there was cash consideration. Authorization authority will be based on that estimated value.

D. If a contract does not provide for cash consideration, but requires the city to indemnify the other party, the responsible department, in consultation with the risk manager, shall determine the value of the city's possible indemnification risk. Authorization authority will be based on that estimated value.

E. Unless the value is $25,000.00 or less, or unless required for a budgeted project, or unless otherwise authorized in this code or otherwise expressly authorized by the city council, all contracts that convey an interest in real estate shall be approved by the city council. (Ord. 6528 § 2, 2014; Ord. 6147 § 1, 2008; Ord. 5778 § 2, 2003; Ord. 5490 § 1, 2000.)

Section 2. AMENDMENT TO CITY CODE. Section 3.10.025 of the Auburn City Code be, and the same hereby is, amended to read as follows:

3.10.025 Professional and personal services.

A. Professional and personal services are those services involving specialized skill, education, and special knowledge. These services include, but are not limited to, architectural, engineering, design services, accounting, art, real estate appraisal, relocation assistance, title abstracts, surveying, soils analysis, and core testing.

B. Procurement and administration of such contracts are the responsibility of the mayor or the department director. The mayor/designees may sign professional or personal service contracts in conformity with ACC 2.03.030 and 3.10.020. Council action will be required to authorize amendments to contracts that are either not included in the budget or exceed the approved budget as follows:

1. When the original contract is under ~~$25,000~~$50,000.00 and was not included in the budget and the total of the amendment(s) will increase the total contract amount to more than ~~$25,000~~$50,000.00.

2. When the original contract is ~~$25,000~~$50,000.00 or more and was not included in the budget and the total of the amendment(s) will increase the total contract amount by more than ~~$25,000~~$50,000.00 and the amendment(s) are also not budgeted.

3. When the original contract was included in the budget and the total of the amendment(s) to the contract will increase the total contract amount to more than ~~$25,000~~$50,000.00 above the amount included in the budget.

C. Council action is required for the initial authorization of contracts for on-call services. For contracts solicited for a contract period of up to 5 years, each on-call contract may be amended by the mayor on an annual basis to extend the contract duration by up to 1-year for a total duration not to exceed the original solicited contract period and may be amended by the mayor to increase the contract amount by an amount

equal to or less than the original contract amount authorized by the city council. (Ord. 6147 § 1, 2008; Ord. 5640 § 1, 2002; Ord. 5490 § 1, 2000.)

Section 3. AMENDMENT TO CITY CODE. Section 3.10.026 of the Auburn City Code be, and the same hereby is, amended to read as follows:

3.10.026 Public work projects – Contract amendment – Conditions.

A. Construction contracts which have been initially authorized by the city council or the mayor or mayor's designee may be amended administratively by the mayor/designees by change order, letter of instruction, or other legally appropriate form, up to the total maximum contract amounts set forth below:

1. Awarded contract amount plus up to ~~20~~ twenty percent (20%) for contracts originally awarded for up to $200,000.00.

2. Awarded contract amount plus up to ~~15~~ fifteen percent (15%) or $40,000.00, whichever is greater, for contracts originally awarded for between $200,000.00 and $500,000.00.

3. Awarded contract amount plus up to ~~10~~ ten percent (10%) or $75,000.00, whichever is greater, for contracts originally awarded for between $500,000.00 and $1,000,000.00.

4. Awarded contract amount plus up to five percent (5%) or $100,000.00, whichever is greater, for contracts originally awarded for between $1,000,000.00 and $5,000,000.00.

5. Awarded contract amount plus up to two and one-half percent (2½%) or $250,000.00, whichever is greater, for contracts originally awarded for over $5,000,000.00.

B. If available budget contingency remains after the authorized total maximum contract amount, as defined in subsection A of this section, is reached, additional authorization to increase the total contract amount shall be obtained from the ~~appropriate~~ city council ~~committee~~.

C. No administrative action is authorized, the result of which would be to amend a contract to increase the authorized total maximum contract amount, as defined in subsection A of this section, beyond funds approved by the city council. (Ord. 6147 § 1, 2008; Ord. 5525 § 1, 2001.)

Section 4. AMENDMENT TO CITY CODE. Section 3.12.020 of the Auburn City Code be, and the same hereby is, amended to read as follows:

3.12.020 Bid solicitation.

A. Formal Advertisement Required. Except as otherwise authorized in Chapters 39.04 and 39.28 RCW or RCW 35.23.352, relating to emergency public works, or other applicable general state law, as now enacted or as hereafter amended, all public work and improvements shall be done by contract pursuant to public notice and call for competitive bids whenever the estimated cost of such public work or improvement,

including the cost of materials, supplies, equipment and labor, will exceed the limits for competitive bid as stated in RCW 35.23.352 as now enacted or as hereafter amended, provided the city may use a small works roster pursuant to RCW 35.23.352.

Where formal bidding is required, a call for bids shall be issued in accordance with the provisions herein before any contract is let for the performance of any public work.

B. Formal Advertising Procedures. For projects requiring formal advertisement per this section, a notice of a call for bids, stating the nature of the contract to be let and the time on or before which sealed bids for the same must be filed with the city clerk, shall be given by posting notice thereof on the bulletin board in the lobby of City Hall. The notice shall also be published in the official newspaper, and a newspaper of general circulation most likely to bring responsive bids, at least 13 days prior to the last date upon which bids will be received. The notice shall generally state the nature of the work to be done, where the plans and specifications may be seen or obtained, and a specified hour and date when such bids shall be opened, and that the sealed bids be filed with the city clerk within the time specified therein. The clock within the city clerk's office shall be the official time used for determining receipt of bids.

C. Council Approval. Issuance of solicitations for bids shall require city council consent approval unless the solicitation is for a project identified in the city's current approved budget at the time of bid solicitation or if the estimated contract amount is within the budget authority of the mayor as provided in Chapter 3.10 ACC.

D. For the purposes of determining whether or not bidding contractors must declare the names of subcontractors for certain work based on the amount of the contractor's expected costs per RCW 39.30.060, the expected costs of the contract shall be the engineer's estimate of the contract work plus the amount of any work added by addenda to the bid documents, plus any applicable sales tax computed at the rate in place at the time of bid opening.

E. For ~~projects~~ contracts not required to be formally advertised, the city shall issue an invitation to bid, request for quote or other form as determined appropriate by the city engineer ~~and in accordance with the requirements of~~. Non-formal advertised contracts may conform to the small works roster or limited public works process described in RCW 39.04.155 or other procurement process as deemed appropriate by the city engineer. (Ord. 6545 § 1, 2014; Ord. 5866 § 1, 2004; Ord. 4924 § 2, 1997; Ord. 4581 § 2, 1992. Formerly 3.12.011 and 3.12.020.)

Section 5. AMENDMENT TO CITY CODE. Section 3.12.030 of the Auburn City Code be, and the same hereby is, amended to read as follows:

3.12.030 Bid opening.

A. For ~~projects~~ contracts utilizing a formal advertisement process per ACC 3.12.020, bids shall be opened and publicly read aloud by the city clerk at the time and location as set forth in the contract advertisement.

B. For ~~projects~~ contracts not utilizing a formal advertisement process, the city engineer shall determine whether a public reading of the bids is required and indicate this in the new invitation to bidders or request for quote documents. (Ord. 6545 § 1, 2014.)

Section 6. AMENDMENT TO CITY CODE. Section 3.12.060 of the Auburn City Code be, and the same hereby is, amended to read as follows:

3.12.060 Award.
For contracts greater than the bid limits as provided in RCW 35.23.352, as now enacted or as hereafter amended, the city council shall award the contract to the lowest responsible bidder. For contracts less ~~then~~ than the bid limits provided in RCW 35.23.325, as now enacted or as hereafter amended, the director or his/her designee shall have the authority to award the contract. (Ord. 6545 § 1, 2014.)

Section 7. AMENDMENT TO CITY CODE. Section 3.12.070 of the Auburn City Code be, and the same hereby is, amended to read as follows:

3.12.070 Contractor's bond.

A. Whenever the city shall contract with any person or corporation to do any work, the city shall require the person or persons with whom such contract is made to make, execute, and deliver to the city clerk a sufficient bond, with a surety company as surety, conditioned that such person or persons shall faithfully perform all the provisions of such contract and pay all laborers, mechanics, subcontractors and material suppliers, and all persons who supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work. Said security company in accordance with RCW 39.08.010 shall be bound by the laws of the state of Washington and subject to the jurisdiction of the state of Washington. The provisions of RCW 39.08.010 through 39.08.030 shall not apply to any money loaned or advanced to any such contractor, subcontractor or other person in the performance of any such work.

B. For contracts using the limited public works process, the city may waive the payment and performance bond requirements of Chapter 39.08 RCW and retainage requirements of Chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialmen, suppliers, and taxes imposed under RCW Title 82 that may be due from the contractor for the limited public works project; however, the city shall have the right of recovery against the contractor for any payments made on the contractor's behalf. The city engineer shall have the authority to waive the payment and performance bond requirements and retainage requirements based on his/her evaluation of the project and determination of risk.

C. On contracts of ~~$35,000~~$150,000.00 or less, upon ~~mutual agreement~~request by the contractor, the city may, in lieu of the bond, retain ~~50~~ ten percent (10%) of the contract amount for a period of 30 days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, Employment Security Department, and the Department of Labor and Industries receipt of all affidavits of wages paid for the prime and subcontractors, and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

D. For the purposes of determining the timeframe required for notices of claims against retainage and release of retainage, the city engineer shall have the authority to take affirmative action to determine that a contract is complete and to accept the contract work. (Ord. 6545 § 1, 2014; Ord. 5866 § 1, 2004; Ord. 4924 § 2, 1997; Ord. 4581 § 2, 1992. Formerly 3.12.040.)

Section 8. AMENDMENT TO CITY CODE. Section 3.12.080 of the Auburn City Code be, and the same hereby is, amended to read as follows:

3.12.080 Contractor evaluation form.

A. After work is performed by a contractor, the ~~inspector, project manager, and contract administrator for the project~~ city shall evaluate the contractor's work performance as to certain criteria but not limited to the following:

~~A~~1. Progress of the work, including:

~~1~~a. The ability, capacity and skill of the contractor to perform the work;

~~2~~b. Whether the contractor performed the work promptly and within the time specified without delay or interference;

~~B~~2. Quality of the work;

~~C~~3. Equipment;

~~D~~4. Administration/management/supervision;

~~E~~5. Coordination and control of subcontractors;

~~F~~6. Whether the contractor provided a safe working environment for his/her employees and the general public;

~~G~~7. Whether the contractor stood behind his/her service or work performed.

B. A copy of the contractor evaluation form will be sent to the contractor ~~if requested~~and any contractor responses will be added to the evaluation. The contractor evaluation form may be used by the city to determine whether or not the contractor is a responsible bidder who should be considered for further public works projects. The city may also complete evaluations for subcontractors utilizing the same process described herein for contractors and then utilize the subcontractor evaluations to determine bidder responsibility and in determining whether or not to approve a contractor's request to sublet. (Ord. 6545 § 1, 2014; Ord. 4924 § 3, 1997. Formerly 3.12.025.)

Section 9. NEW SECTION TO CITY CODE. That a New Section 3.10.060 of the Auburn City Code be, and the same hereby is created to read as follows:

3.10.060 Sole Source Purchases of Equipment and Materials – Authorization

The mayor is hereby authorized to waive competitive bidding requirements for purchases of equipment or material when the purchase is limited to a single source of supply as determined by the city engineer, pursuant to RCW 39.04.280. A single source of supply shall be defined as either 1) only one available brand, manufacturing company, or vendor from which the city may purchase the needed material or 2) city engineer has

determined that it is in the public's best interest to purchase only one particular brand, type, or model of material for maintenance and/or quality performance reasons.

Section 10. ADMINISTRATIVE PROCEDURES. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 11. 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 12. EFFECTIVE DATE. This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN

ATTEST:

_____

NANCY BACKUS, MAYOR

_____

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

_____

Daniel B. Heid, City Attorney

Published: _____

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5346 (Gaub)

Date:
February 26, 2018

Department:
CD & PW

Attachments:
Resolution No. 5346
Draft Ordinance No. 6674

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

Administrative Recommendation:

City Council adopt Resolution No. 5346.

Background Summary:

Resolution No. 5346 sets the date of the public hearing for Franchise Agreement No. 17-22 for Olympic Pipe Line Company, LLC. for March 19, 2018 at 7:00 pm.

Olympic Pipe Line Company LLC is currently operating under an agreement with has recently expired and has applied for a new Franchise Agreement to continue to operate within the City's rights of way an interstate pipeline for the transportation of petroleum products. Per Auburn City Code Chapter 20.06.030 a public hearing shall be held prior to granting or denying a franchise agreement.

Draft Ordinance No. 6674 is attached as back up documentation for Resolution No. 5346.

Reviewed by Council Committees:

Councilmember:

Staff: Gaub

Meeting Date: March 5, 2018

Item Number: RES.A

RESOLUTION NO. 5 3 4 6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, SETTING A PUBLIC HEARING TO CONSIDER A FRANCHISE AGREEMENT WITH OLYMPIC PIPE LINE COMPANY, LLC

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

WHEREAS, The City has reviewed the Grantee's application materials, and the City Engineer is satisfied that the application is sufficiently complete, so as to warrant holding a public hearing before the City Council to consider the franchise application, pursuant to ACC 20.06.030 of the Auburn City Code (ACC).

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

Section 1. That a hearing on the application by the Grantee for a Franchise Agreement with the City of Auburn is hereby set for 7:00 p.m. on the 19th day of March, 2018, with all persons wishing to speak to the application at the public hearing being invited to attend.

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

posting notice of such public hearing as required by State law and City Ordinance.

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

DATED and SIGNED this _____ day of _____, 2018.

CITY OF AUBURN

_____
Nancy Backus
Mayor

Attest:

_____
Danielle E. Daskam, City Clerk

Approved as to Form:

_____
Daniel B. Heid, City Attorney

ORDINANCE NO. 6 6 7 4

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

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

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

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

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

Section 1. Grant of Right to Use Franchise Area

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

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

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

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

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

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

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

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

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

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

Section 2. Notice

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

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

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

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

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

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

Section 3. Term of Agreement

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

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

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

Section 4. Definitions

For the purpose of this agreement:

"ACC" means the Auburn City Code.

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

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

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

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

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

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

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

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

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

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

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

Section 5. Acceptance of Franchise

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

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

Section 6. Construction and Maintenance

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

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

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

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

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

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

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

Section 7. Repair and Emergency Work

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

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

Section 8. Damages to City and Third-Party Property

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

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

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

Section 9. Location Preference

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

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

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

Section 10. Grantee Information

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

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

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

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

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

Section 11. Relocation of Grantee Facilities

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

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

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

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

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

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

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

Section 12. Abandonment and or Removal of Grantee Facilities

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

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

Section 13. Encroachment Management

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

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

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

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

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

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

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

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

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

Section 15. Maintenance, Inspection, and Testing.

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

Section 16. Indemnification and Hold Harmless

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

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

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

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

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

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

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

Section 17. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 18. Performance Security

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

Section 19. Relationship of the Parties

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

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

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

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

Section 20. Successors and Assignees

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

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

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

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

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

Section 21. Dispute Resolution

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

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

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

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

Section 22. Enforcement and Remedies

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

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

Section 23. Compliance with Laws and Regulations

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

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

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

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

Section 24. License, Tax and Other Charges

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

Section 25. Consequential Damages Limitation

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

Section 26. Force Majeure

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

Section 27. Severability & Survival

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

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

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Section 28. Titles

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

Section 29. Implementation.

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

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

Section 30. Entire Agreement

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

Section 31. Effective date.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

_____

NANCY BACKUS, MAYOR

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ATTEST:

_____
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

_____
Daniel B. Heid, City Attorney

Published: _____

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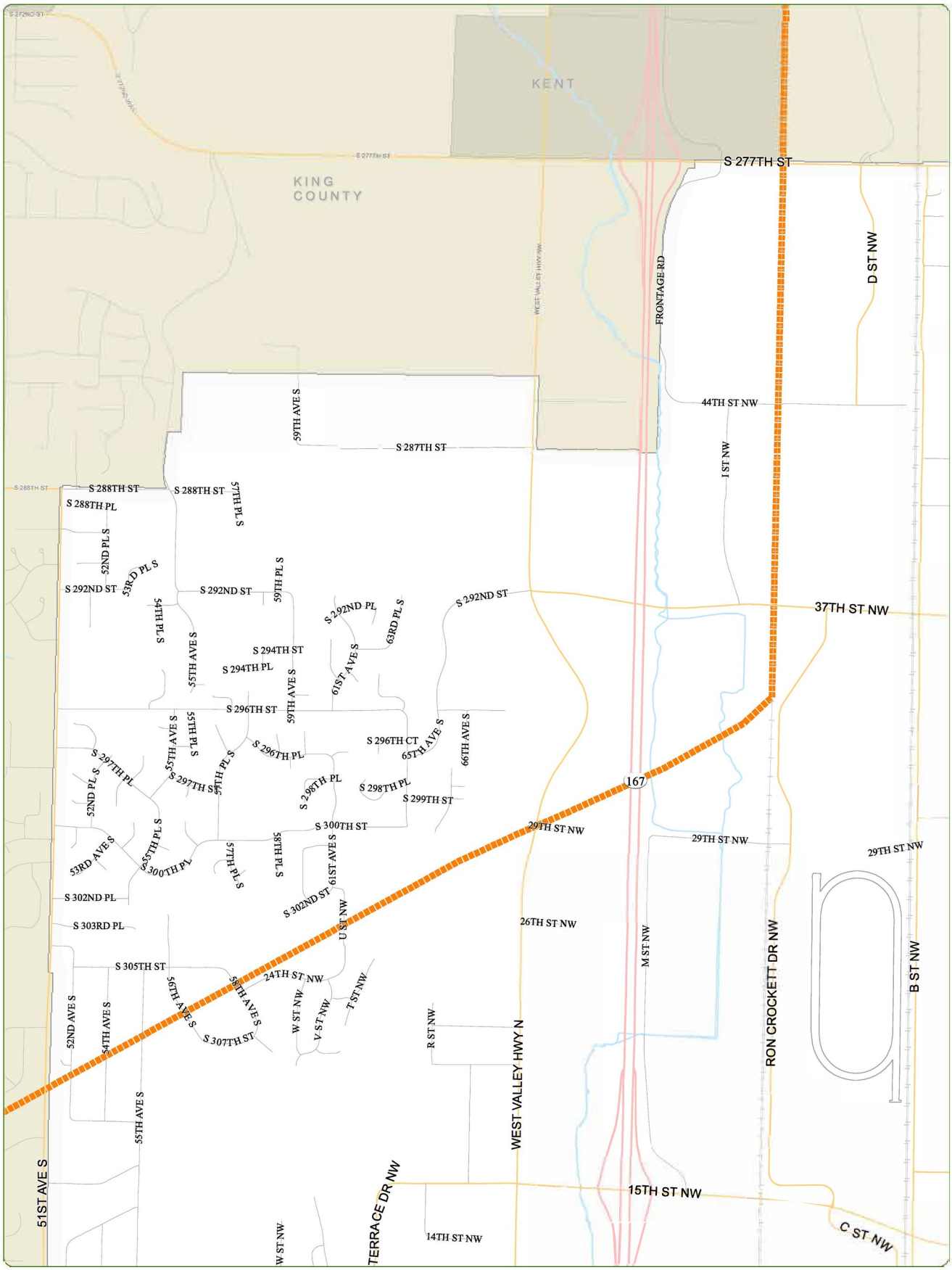
Olympic Pipe Line Company, LLC. Franchise Agreement #17-22



Printed On: 1/18/2018
Map ID: 5962

Olympic Pipe Line

Exhibit A

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

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

Exhibit “B”

Grantee Facilities and Grantee Services

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

No local service is provided.

DRAFT

EXHIBIT “C”

STATEMENT OF ACCEPTANCE

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

[Grantee]

By: _____ Date: _____
Name:
Title:

STATE OF _____)
)ss.
COUNTY OF _____)

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

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

_____
Signature

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

MY COMMISSION EXPIRES: _____

DRAFT

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5349 (Gaub)

Date:
February 27, 2018

Department:
CD & PW

Attachments:
Resolution No. 5349 with exhibit

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

Administrative Recommendation:

City Council adopt Resolution No. 5349.

Background Summary:

Resolution No. 5349 authorizes the Mayor to execute an interagency agreement between the City and the Auburn School District (District) relating to a project on South 316th Avenue between 56th Avenue South and W Street Northwest.

This resolution would allow the City to enter into an agreement with the District to include re-grading of South 316th Street between 56th Avenue South and W Street Northwest (Project) in the District's project to construct improvements to Evergreen Heights Elementary School. These improvements would be paid for by the City. Including the improvements with the District construction contract will reduce the overall construction impacts to the travelling public and is more cost effective then the City producing a separate construction contract for the City improvements.

The roadway improvements to South 316th Avenue are the first phase of City Project No. CP1810 (Evergreen Safe Routes to School) which is listed in the City's Transportation Improvement Plan. The estimated cost for the improvements is $247,030.00 and is within the project budget. Additionally, the agreement authorizes up to 10% in construction contingency in case there are unexpected conditions or changes.

Reviewed by Council Committees:

Councilmember:

Staff: Gaub

Meeting Date: March 5, 2018

Item Number: RES.B

RESOLUTION NO. 5349

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF AUBURN AND THE AUBURN SCHOOL DISTRICT RELATING TO A PROJECT ON SOUTH 316TH AVENUE BETWEEN 56TH AVENUE SOUTH AND W STREET NORTHWEST

WHEREAS, the re-grading of South 316th Street between 56th Avenue South and W Street Northwest, hereinafter referred to as the "City Project", is necessary in order to improve public safety; and,

WHEREAS, the City Project is the first phase of City Project No. CP1810 (Evergreen Safe Routes to School) which is listed in the City's Transportation Improvement Plan; and,

WHEREAS, the Auburn School District, hereinafter referred to as the "District", is constructing improvements to Evergreen Heights Elementary, hereinafter referred to as the "District Project" which lies adjacent to the City Project; and,

WHEREAS, constructing the City Project and District Project improvements concurrently will minimize impacts to the public; and,

WHEREAS, the District is willing to include the design and construction of the City Project with the District Project; and,

WHEREAS, the City is willing to compensate the District for the District's costs to design and construct the City Project.

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

Section 1. The Mayor is hereby authorized to execute an Interagency Agreement with the District for the purpose of the District constructing the City Project (re-grading of South 316th Street between 56th Avenue South and W Street Northwest), in substantial conformity with the agreement attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

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

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

Dated and Signed this _____ day of _____, 2018.

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

_____
Daniel B. Heid, City Attorney

INTERLOCAL AGREEMENT BETWEEN CITY OF AUBURN AND AUBURN SCHOOL DISTRICT FOR CITY PROJECT NO.CP1810 – EVERGREEN SAFE ROUTES TO SCHOOL PROJECT (PHASE 1)

THIS INTERLOCAL AGREEMENT (Agreement) made and entered into on this day of _____, 2018, by and between the City of Auburn, a municipal corporation of the State of Washington, hereinafter referred to as "City" and, the Auburn School District, hereinafter referred to as the "District"

WITNESSETH:

WHEREAS, the City has concluded that the re-grading of South 316th Street between 56th Avenue South and W Street Northwest, hereinafter referred to as the "City Project", is necessary in order to improve public safety; and,

WHEREAS, the City Project is the first phase of City Project No. CP1810 (Evergreen Safe Routes to School) which is listed in the City's Transportation Improvement Plan; and,

WHEREAS, the District is constructing improvements to Evergreen Heights Elementary, hereinafter referred to as the "District Project" which lies adjacent to the City Project; and,

WHEREAS, constructing the City Project and District Project improvements concurrently will minimize impacts to the public; and,

WHEREAS, the District is willing to include the design and construction of the City Project with the District Project; and,

WHEREAS, the City is willing to compensate the District for the District's costs to design and construct the City Project; and

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

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

1. General

   The City shall reimburse the District a maximum amount of two hundred forty seven thousand and thirty dollars and no cents ($247,030.00) for direct and related indirect costs to complete the City Project in accordance with the estimate shown in Attachment A. The District agrees to design and construct the City Project improvements, which include the re-grading of approximately 250 feet South 316th Street between 56th Avenue South.

The District will design the City Project with review and input from the City and will include the City Project in the plans, specifications, and estimate for the District Project. The District will provide the City with a separate engineer's estimate for the City Project portion of the construction contract.

The District will procure and administer contracts associated with completing the City Project in accordance with the applicable requirements of local, state, and federal laws, including, but not limited to requirements of: prevailing wages, competitive bidding, Title VI non-discrimination, contractor bonding and payment retainage, and in accordance with the City of Auburn Design and Construction Standards. The City funding does not include Federal monies and therefore, Buy America and Davis Bacon Wage requirements do not apply to the City Project.

2. Compensation and Payment.
The City agrees to reimburse the District actual direct and related indirect costs associated with performance of the City Project work in an amount not to exceed the amount listed in Section 1 of this Agreement. The cost estimate breakdown of the Work is attached as Attachment A. The District shall be solely responsible for all costs that exceed this amount, unless the Parties implement Section 4.

Upon completion of the Work, the District shall submit one inclusive first and final itemized invoice to the City's **representative, Jacob Sweeting, 25 West Main Street, Auburn, WA, 98092,** for the District's actual direct and related indirect costs incurred associated with performance of the City Project. The City shall provide payment in full within sixty (60) calendar days upon receipt of the itemized invoice. If the City objects to all or any portion of the invoice, the City shall notify the District within twenty (20) calendar days after receipt of the District invoice. If only a portion of the invoice is disputed, the City agrees to pay the undisputed portion of the invoice. The Parties shall immediately make every effort to settle the disputed portion of the invoice.

3. Time for Performance and Term of Agreement.
The Term of this Agreement shall commence on the date hereof or on the _____ day of _____, 2018, and shall terminate upon completion of the performance of the City Project by the District.

4. Cost Increase.
The total Agreement amount includes contingency to address changes and unexpected conditions that may be reasonably expected for the City Project. Within 10 calendar days of the District becoming aware that the City Project costs may exceed the total agreement amount, it shall notify the City in writing and request an amendment to this Agreement.

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

6. Records Inspection and Audit.

(a) The District shall maintain books, records, documents, correspondence and other evidence pertaining to the costs and expenses of the City Project (hereinafter referred to collectively as "the records"), to the extent and in such detail as will properly reflect all costs, direct and operating, of acquisition of real estate and of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement shall be provided by the City. The books and records required under this Section shall be maintained in accordance with generally accepted accounting standards.

(b) The District shall retain the records and make them available for audit for a period of six (6) years after final payment is made by the City.

7. Continuation of Performance.

In the event that any dispute or conflict arises between the parties while this Contract is in effect, the parties agrees that, notwithstanding such dispute or conflict, the parties shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

8. Administration of Agreement.

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

City of Auburn	Auburn School District
Auburn City Hall 25 West Main ATTN: Jacob Sweeting Auburn, WA 98001-4998 (253) 804-3118	Contact Name: Bob Kenworthy Title: Assistant Director of Capital Projects Address: 915 Fourth Street NE Auburn, WA 98002 Email: bkenworthy@auburn.wednet.edu Phone: 253-931-4826

9. Notices.

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner.

Any party may change his, her or its address by giving notice in writing, stating his, her or its new address, to any other party, all pursuant to the procedure set forth in this section of the Agreement.

10. Insurance.
Each party shall maintain insurance in accordance with its policies. The District shall require the contractor it hires to complete the City Project to list the City as an additional insured party.

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

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

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

14. Counterparts.
This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

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

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

CITY OF AUBURN

Nancy Backus

Attest:

Danielle E. Daskam City Clerk

Approved as to form:

Daniel B. Heid, City Attorney

AUBURN SCHOOL DISTRICT

Alan Spicciati
Superintendent

COUGHLINPORTERLUNDEEN
Structural & Civil Engineering Consultants
Date: ***2/20/2018***
Prepared by: ***CPS***
Job Number ***C170030-04***

The Auburn School District
NAC Architecture
Auburn, WA
Evergreen Heights Elementary School
Lower Road; Off-site Impacts

Section	*Description*	*Unit Price*	*Unit*	*Quantity*	*Total*
	Demolition				
	Remove Curb, Off-site Disposal	$2.00	LF		$0
	AC Removal & Disposal	$1.25	SF	10,455	$13,069
	Concrete Sidewalk Removal & Disposal	$1.50	SF		$0
	Structural Concrete Slab Removal	$4.10	SF		$0
	Remove Existing Fence	$1.70	LF		$0
	Add'l Temporary Construction Traffic Control	$40.00	HR	320	$12,800
	Asphalt Sawcutting 2" Depth	$1.00	LF	150	$150
	2" AC Grind	$1.00	SF		$0
	Remove Existing Light Poles	$500.00	EA		$0
	Remove Exisiting Rockery	$15.00	LF		$0
	Remove Existing Trees	$100.00	EA		$0
	Misc. Utility Removal	$15,000.00	LS		$0
	Sub-total				$26,019
	Site Preparation & Erosion Control				
	Add'l Check Dams	$300	EA	4	$1,200
	Straw Wattles	$4.00	LF	540	$2,160
	Silt Fence	$5.50	LF	540	$2,970
	Rock Construction Entrance	$2,500.00	EA		$0
	Truck Wash	$3,500.00	EA		$0
	Catch Basin Protection	$80.00	EA		$0
	Sediment Control Tanks	$5,000.00	MO		$0
	Interceptor Ditches	$3.00	LF		$0
	Temp Const. Fence	$3.25	LF		$0
	Turbidity Monitoring	$1,500.00	MO		$0
	Sub-total				$6,330
	Excavation & Earthwork				
	Rough Grading (Road Cut)	$0.25	SF	8,000	$2,000
	Fine Grading (Road Cut)	$0.35	SF	5,000	$1,750
	Rockery Wall	$35.00	SF		$0
	Ditch Excavation (Pedestrian Barrier)	$23.00	CY		$0
	Rockery Excavation	$23.00	CY		$0
	Stripping (Road Cut)	$23.00	CY	400	$9,200
	Excavate and haul off existing fill	$23.00	CY	433	$9,959
	Excavation (to be reused on-site)	$8.00	CY		$0
	Import Structural Fill	$28.00	CY		$0
	Move existing fill on site for structural fill	$7.00	CY		$0
	Bldg Overex Structural Backfill (assumes reuse)	$4.00	CY		$0
	Rough Grading (landscape)	$0.25	SF		$0
	Fine Grading (building and paving areas)	$0.35	SF	23,734	$8,307
	Rockery Wall	$10.00	SF		$0
	Sub-total				$31,216

Misc. Utilities				
Reset existing Power Poles	$50,000	EA		$0
3" ATB Paving	$18.00	SY		$0
4" HMA over 4" ATB	$27.00	SY		$0
Detention	$12.00	CF		$0
Lower 4" Gas Service	$40.00	LF		$0
				$0
Concrete				
Curb and Gutter	$18.00	LF		$0
Sub-total				$0
Asphalt Concrete				
4" Rock Path	$12.50	SY		$0
3" ATB Paving	$18.00	SY		$0
4" HMA over 4" ATB	$27.00	SY		$0
2" HMA over 4" CSBC	$22.00	SY		$0
HMA		Tons		$0
4" HMA over 6" CSBC	$45.00	SY	1,167	$52,515
2" Overlay	$20.00	SY		$0
Crushed Surfacing Base Course				$0
Porous Pavers (Ecoloc over 12"-1¼")	$11.00	SF		$0
Porous ACP (4" ACP, over 2"-5/8", over 12"-1¼")	$6.00	SF		$0
Porous Conc. (6" conc. over 12"-1¼")	$10.50	SF		$0
Porous Conc. (8" conc. over 12"-1¼")	$12.00	SF		$0
Petromat	$1.10	SF		$0
Transition Overlay	$20.00	SY	350	$7,000
Thickened Edge	$4.70	LF		$0
Sub-total				$59,515

Add'l Total ROW Work to Accommodate ROW Regrading **$123,080**

COUGHLINPORTERLUNDEEN
Structural & Civil Engineering Consultants
Date: ***2/20/2018***
Prepared by: ***MJN***
Job Number ***C170030-04***

The Auburn School District
NAC Architecture
Auburn, WA
Evergreen Heights Elementary School
Lower Road; On-site Impacts

Section	*Description*		*Unit Price*	*Unit*	*Quantity*	*Total*
	Excavation & Earthwork					
	Rough Grading		$0.25	SF	6000	$1,500
	Earthwork Activities		$23.00	CY	600	$13,800
		Sub-total				$15,300
	Misc. Utilities					
	Relocate existing Power Vault		$25,000.00	EA	1	$25,000
						$25,000
	Total Add'l On Site Work to Accommodate ROW Grading					**$40,300**

EVERGREEN HEIGHTS SITE IMPROVEMENTS ROAD REVISION IMPACT COST ESTIMATES

ROW WORK TO LOWER S. 316TH ST. 2'	
Const. Cost Estimate Subtotal	$123,080
General Contractor OH&P @ 8%	$9,846
TOTAL CONSTRUCTION COST	$132,926
Soft Costs at 40%	$53,170
TOTAL PROJECT COST	$186,096

ON SITE WORK TO LOWER S. 316TH ST. 2'	
Const. Cost Estimate Subtotal	$40,300
General Contractor OH&P @ 8%	$3,224
TOTAL CONSTRUCTION COST	$43,524
Soft Costs at 40%	$17,410
TOTAL PROJECT COST	$60,934

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5350 (Hinman)

Date:
February 28, 2018

Department:
Administration

Attachments:
Resolution No. 5350 with exhibit

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

Administrative Recommendation:

City Council adopt Resolution No. 5350.

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff: Hinman

Meeting Date: March 5, 2018

Item Number: RES.C

RESOLUTION NO. 5 3 5 0

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE LODGING TAX GRANT DISBURSEMENTS RECOMMENDED BY THE AUBURN LODGING TAX ADVISORY COMMITTEE

WHEREAS, the City of Auburn has businesses within its corporate limits that collects lodging tax dollars in accordance with Chapter 67.28 of the Revised Code of Washington (RCW); and

WHEREAS, the City of Auburn has a lodging tax advisory committee, the Auburn Lodging Tax Advisory Committee, established pursuant to Chapter 2.77 of the Auburn City Code (ACC), in accordance with RCW 67.28.1817; and

WHEREAS, pursuant to ACC 2.77.060, the Lodging Tax Advisory Committee makes recommendations to the City Council on tourism promotion and tourism related issues; and

WHEREAS, also pursuant to ACC 2.77.060 , the Tourism Board shall assist the City Council in formulating strategies for tourism related activities and programs geared to promote the city of Auburn as a tourist destination, and shall make recommendations to the City Council on tourism promotion and tourism related issues; and

WHEREAS, on February 6, 2018, the Auburn Lodging Tax Advisory Committee met to consider proposals for expending lodging tax dollars (taxes collected in accordance with Chapter 67.28 RCW), and consider proposals from various different potential recipients in terms of expanding lodging tax dollars in a way to promote the City of Auburn as a tourist destination; and

WHEREAS, after the February 6, 2018 meeting, the Lodging Tax Advisory Committee voted on the proposals and requests they received for expenditure of lodging tax dollars; and

WHEREAS, the Lodging Tax Advisory Committee have submitted their recommendations for expenditure of lodging tax dollars to the City Council for consideration and approval.

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

Section 1. Approval of Recommendations. The City Council hereby approves and endorses the expenditure of lodging tax dollars in accordance with the lodging tax disbursements recommended by the Auburn Lodging Tax Advisory Committee as shown on the lodging tax grants/recommended disbursements list, a copy of which is attached hereto, marked as exhibit "A" and Incorporated herein by this reference.

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

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

Dated and Signed this _____ day of _____, 2018.

CITY OF AUBURN

_____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

RESOLUTION NO. 5350_EXHIBIT A

2018 Lodging Tax Grants

Motion: Committee Member Faltenburger moved to recommend giving a $7,500.00 grant to the Tough Mudder, Inc., $3,500.00 to the City of Auburn Parks, Arts and Recreation for the City of Auburn Petpalooza, $2,000.00 to the Seattle Parrot Expo, and $3,500.00 to the City of Auburn Parks, Arts and Recreation for the 2018 City of Auburn Veterans Parade and Observance. Committee Member Sohal seconded the motion. Motion passed unanimously.

Event: Veterans Day Parade

Approved Amount
$3,500.00

Amount Requested: $3,500.00

- Funds for digital marketing on social media throughout the state focusing on Veterans, supporters of Veterans, active military, the military base cities outside of a 50+ mile radius.
- Event to be held November 10, 2018.
- Previous parades with 25,000 people in attendance and 6,000 parade participants.
- Puts heads in beds with from parade participants and band competition.

Event: Petpalooza

Approved Amount
$3,500.00

Amount Requested: $5,000.00

- 2017 Attendance: 9,000 attendance
- Event is on May 19, 2018.
- Funds are for advertising event
- This beloved Auburn annual event puts heads in beds.

Event: Tough Mudder

Approved Amount
$7,500.00

Amount Requested: $7,500.00

- Two Day Event, it is a team oriented obstacle course challenge
- 2017 Attendance 9,172
- Event is on September 22 & 23, 2018
- 55% of out of market attendees stayed in hotels for the event at 1.6 average length of stay.
- Will use funds for Digital Advertising for national promotional advertising on Facebook, Google AdWords and Bing advertising, and Google Display Network digital advertising and video promotional campaigns.

Event: Seattle Parrot Expo

Approved Amount
$2,000.00

Amount Requested: $2,000.00

- Free to the Public, three day event on October 12, 13, 14, 2018
- 2017 Attendance 1,200 during the two day event
- The event is organized to open communication about parrots in the wild, as pets via a 25 bird aviary; educational games, children's story time, and free-flying parrots.
- Will use funds for event promotion, directional signage, and ad in the Auburn Reporter.

2018 Total Grants Recommended by the LTAC: $16,500.00

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5351 (Faber)

Date:
February 15, 2018

Department:
Parks/Art and Recreation

Attachments:
Resolution No. 5351

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

Administrative Recommendation:

City Council adopt Resolution No. 5351.

Background Summary:

The City applied for and received a $40,000 grant from the King County Youth & Amateur Sports Grant Program. These funds will be used to purchase mountain bikes and a trailer to expand our outdoor recreation program. No match is required for these funds. By owning our own equipment we will be able to offer outdoor activities at a more affordable price for the youth in our community.

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: March 5, 2018

Item Number: RES.D

RESOLUTION NO. 5351

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM KING COUNTY AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE NECESSARY CONTRACTS TO ACCEPT SAID FUNDS

WHEREAS, the City of Auburn Parks, Arts & Recreation, on behalf of the City of Auburn, submitted an application to the King County Youth & Amateur Sports Grant Program for a Rec Riders – Mountain Bike Program; and

WHEREAS, the City has been advised that it has been approved to receive a grant from said program in the amount of Forty Thousand and No/100s Dollars ($40,000.00); and

WHEREAS, there will be no additional funds used by the City of Auburn purchase of mountain bikes, trailer and misc. equipment for outdoor recreation programs.

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

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

Section 1. Acceptance of Grant and Authorization of Contract. The City Council hereby accepts the King County Youth & Amateur Sports Grant, in the amount of Forty Thousand and No/100s Dollars ($40,000.00), and authorizes the Mayor and City Clerk to execute the Contract with King County in substantial conformity with the Contract marked as Exhibit "A" attached hereto and incorporated herein by this reference.

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

legislation, including assuring that the grant fund appropriation is included in the appropriate budget documents of the City.

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

SIGNED and DATED this _____ day of _____, 2018.

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

_____
Daniel B. Heid, City Attorney

King County

Youth and Amateur Sports Grant Agreement

Department/Division: **Natural Resources and Parks / Parks and Recreation Division**

Agency: City of Auburn

Program: REC Riders- Mountain Bike

Amount: $40,000.00 Project#: _____ Contract#: _____

Term Period: **January 1, 2018** To **December 31, 2019**

THIS CONTRACT is entered into by KING COUNTY (the "County"), and City of Auburn (the "Agency"), whose address is, 910 9th Street SE , Auburn, WA 98002

WHEREAS, the Agency is either a public agency or a non-profit organization that provides youth or amateur sports programs;

WHEREAS, King County has selected the identified Agency to receive a Youth and Amateur Sports Fund ("YASF") Grant award to assist in programs that provide increased athletic opportunities for the citizens of King County, Washington;

WHEREAS, the Agency shall utilize the award to address an athletic need in King County; and

WHEREAS, King County is authorized to administer the YASF grant program and enter into agreements for the use of King County funds by public agencies or not-for-profit organizations to provide a service to the public under King County Ordinance 18409;

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

1. The Agency shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

☒	Scope of Services	Attached hereto as Exhibit I
☒	Budget	Attached hereto as Exhibit II
☒	Outcomes and Milestones	Attached hereto as Exhibit III

2. TERM OF CONTRACT

   This Agreement shall commence on January 1, 2018, and shall expire on the December 31, 2019, unless extended or earlier terminated, pursuant to the terms and conditions of this Agreement.

3. PREMISES

This grant program is located at: Auburn Parks, Arts & Recreation, The REC Teen Center 910 9th Street SE, Auburn, WA, WA. 98002

4. PARTIES

All communication, notices, coordination, and other tenets of this Agreement shall be managed by:

On behalf of County:

Butch Lovelace, YSFG Program Manager
King County Parks and Recreation Division
201 South Jackson Street, Suite 700
Seattle, WA 98104-3855

Email: butch.lovelace@kingcounty.gov
Phone: 206.477.4577

On behalf of Agency:

Jim Westhusing,
City of Auburn

,

Email: jwesthusing@auburnwa.gov
Phone:

5. COMPENSATION AND METHOD OF PAYMENT

A. The County shall reimburse the Agency for satisfactory completion of the services and requirements specified in this Agreement after the Agency submits an invoice and all accompanying reports as specified in the attached exhibits. The County will initiate authorization for payment after approval of corrected invoices and reports. The County shall make payment to the Agency not more than thirty (30) days after a complete and accurate invoice is received and approved.

B. The Agency shall submit its final invoice and all outstanding reports within fifteen (15) days of the date this Agreement expires or is terminated. If the Agency's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Agency of the amounts set forth in said invoice or any subsequent invoice.

6. OPERATING BUDGET

When a budget is attached hereto as **Exhibit II**, the Agency shall apply the funds received from the County under this Agreement in accordance with said budget. If, at any time during the Term of this Agreement, the Agency expects that the cumulative amount of transfers among the budget categories may exceed ten percent (20%) of the Agreement amount, then the Agency shall notify County to request approval. Supporting documents necessary to explain fully the

nature and purpose of the change(s) and an amended budget may be required for each request for such approval. County approval of any such amendment shall not be unreasonably withheld.

7. COMMUNICATION

The Agency shall recognize County as a fiscal sponsor for the grant Program in the following manner:

A. Events: The Agency shall invite and recognize "King County Parks" at key events promoting the Program.

B. Community Relations: The Agency shall recognize "King County Parks" as a Program benefactor in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Program, and include in the same the County's logo, which the County will provide.

8. PRIORITY OF USE; PUBLIC ACCESS; SCHEDULING

These funds are provided for the purpose of developing and/or programming sports activities primarily, but not exclusively, for persons under 24 years of age, and low and moderate income communities within King County. Fees for the Program shall be no greater than those generally charged by public operators or program providers in King County.

9. INTERNAL CONTROL AND ACCOUNTING SYSTEM

The Agency shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards in accordance with Revised Code of Washington (RCW) Chapter 40.14.

10. MAINTENANCE OF RECORDS

A. The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.

B. These records shall be maintained for a period of six (6) years after the expiration or earlier termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.

C. The Agency shall inform the County in writing of the location, if different from the Agency address listed on page one of this Agreement, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

11. RIGHT TO INSPECT

King County reserves the right to review and approve the performance of Agency with regard to this Agreement, and, at its sole discretion, to inspect or audit the Agency's records regarding this Agreement and the Program upon reasonable notice during normal business hours.

12. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Agency, in cooperation and agreement with the owners of the Premises, shall comply with all applicable laws, ordinances and regulations in using funds provided by the County, including, without limitation, those relating to providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA); and, to the extent applicable, those related to "public works," payment of prevailing wages, and competitive bidding of contracts. The Agency specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this Section by giving notice of demand for compliance in any instance. The Agency shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.

13. CORRECTIVE ACTION

A. If the County determines that a breach of contract has occurred or does not approve of the Agency's performance, it will give the Agency written notification of unacceptable performance. The Agency will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to the Agency.

B. The County may withhold any payment owed the Agency until the County is satisfied that corrective action has been taken or completed.

14. TERMINATION

A. The County may terminate this Agreement in whole or in part, with cause, at any time during the Term of this Agreement, by providing the Agency ten (10) days advance written notice of the termination.

B. If the termination results from acts or omissions of the Agency, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Agency shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Agency by the County.

C. Any King County obligations under this Agreement beyond the current appropriation year are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation year.

15. FUTURE SUPPORT; UTILITIES AND SERVICE

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted for herein except as expressly set forth in this Agreement. The Agency understands, acknowledges, and agrees that the County shall not be liable to pay for or to provide any utilities or services in connection with the Program contemplated herein.

16. HOLD HARMLESS AND INDEMNIFICATION

The Agency agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against

liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any participation in or occurrence of the Program that is the subject of this Agreement, or the Agency's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. The Agency's obligations under this Section shall include:

A. The duty to promptly accept tender of defense and provide defense to the County at the Agency's own expense;

B. Indemnification of claims made by the Agency's employees or agents; and

C. Waiver of the Agency's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the Agency.

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Agency agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Agency's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by Agency in conjunction with this Agreement. **The Agency's duties under this Section will survive the expiration or earlier termination of this Agreement.**

17. INSURANCE

A. Liability Insurance Requirements. Notwithstanding any other provision within this Agreement, the Agency and it subcontractors shall procure and maintain coverage and limits for no less than the following:

1. Commercial General Liability. Insurance Service "occurrence" form CG 00 01 (current edition), to include Products-Completed Operations, insurance against claims for injuries to persons or damages to property that may arise from or in connection with activities under this Agreement. The insurance coverage shall be no less than One Million Dollars ($1,000,000) combined single limit per occurrence, and Two Million Dollars ($2,000,000) in the aggregate.

2. Automobile Liability. *If activities require vehicle usage*. Insurance Services form number CA 00 01 (current edition), covering BUSINESS AUTO COVERAGE, Symbol 1 "any auto". If the grant includes the use of automobiles, the Limit of Liability shall be no less than One Million Dollars ($1,000,000) per occurrence.

3. Workers Compensation/Stop Gap. *If the recipient or its contractor(s) has/have employees.* Statutory Workers Compensation coverage and Stop Gap Liability for a limit no less than One Million Dollars ($1,000,000) per occurrence.

4. Professional Liability. *If the grant includes the use of Professional Services.* Professional Liability coverage shall be no less than One Million Dollars ($1,000,000) per claim and in the aggregate.

B. If the grant involves the construction of a capital project or involves the purchase of equipment greater than Five Thousand ($5,000) in value, the Agency shall provide "All Risk" Builders Risk or Property coverage for the full replacement value of the project/property built/purchased. King County shall be listed as an additional Loss payee as our interests may appear.

C. King County and its officers, officials, employees and agents shall be covered as additional insured on Agency's and its contractor(s') commercial general liability insurance and, if applicable, commercial auto liability insurance, with respect to liability arising out of activities performed by the Agency and its contractors. Additional Insured status shall include Products-Completed Operations.

D. To the extent of the Agency's or its contractor's negligence, their insurance respectively shall be primary insurance with respect to the County, its officers, employees and agents. Any insurance or self-insurance maintained by the County, and its officers, officials, employees or agents shall not be subjected to contribution in favor of the Agency or its contractors insurance, and shall not benefit either in any way.

The Agency's and its contractors' insurance shall apply separately to each insured against whom a claim is made or a lawsuit is brought, subject to the limits of the insurer's liability.

E. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after thirty (30) days' prior written notice has been given to and change in coverage accepted by King County.

F. The insurance provider must be licensed to do business in the State of Washington and maintain a Best's rating of no less than A-VIII. Within five (5) business days of County's request, Agency must provide a Certificate of Insurance and Additional Insured Endorsement(s) (CG 20 10 11/85 or its equivalent) to the County. The Agency shall be responsible for the maintenance of their contractors' insurance documentation.

G. If the Agency is a municipal corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

H. **The Agency's duties under this Section shall survive the expiration or earlier termination of this Agreement.** The Agency understands, acknowledges and agrees that for the relevant period of public use set forth in Section 8, the Agency shall maintain insurance and name the County as an additional insured, all of which shall be consistent with the requirements of this Section.

18. ANTI-DISCRIMINATION

King County Code chapters 12.16, 12.17 through 12.18 apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made

possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, religion, national origin, sexual orientation, gender identity or expression, marital status or the presence of any sensory, mental, or physical disability unless based upon a bonafide occupational qualification, or age except by minimum age and retirement provisions, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, religion, sexual orientation, gender identity or expression, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part of this Agreement by King County and may result in ineligibility for further King County agreements. [Community Partner Name] shall also comply with all applicable anti-discrimination laws or requirements of any and all jurisdictions having authority.

19. CONFLICT OF INTEREST

KCC Chapter 3.04 (Employee Code of Ethics) is incorporated by reference as if fully set forth hence, and the Agency agrees to abide by all conditions of said chapter. Failure by the Agency to comply with any requirement of said KCC Chapter shall be a material breach of contract.

20. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

21. PROGRAM MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

A. As between the County and the Agency, the Agency shall be responsible to operate and maintain the Program at its own sole expense and risk. The Agency shall maintain Program related equipment and property in good working condition consistent with applicable standards and guidelines. The Agency understands, acknowledges, and agrees that the County is not responsible to operate or to maintain Agency or Program equipment or property in any way.

B. The Agency shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.

C. The Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Agreement funds. **The Agency's duties under this Section shall survive the expiration of this Agreement.**

22. NOTICES

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing, and directed to the person specified in Section 4 of this Agreement. Any

such notice shall be deemed to have been given on the date of delivery, if mailed, on the third (3rd) business day following the date of mailing; or, if sent by fax, on the first (1st) business day following the day of delivery thereof by fax. Notice sent solely by e-mail shall be deemed to have been given on the date of transmission. Either party may change its address, fax number, email address, or the name of the person indicated as the recipient by notice to the other in the manner aforesaid.

23. ASSIGNMENT

The Agency shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. The Agency must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

24. CONTRACT AMENDMENTS

This Agreement together with the attached exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole Agreement between the Parties. Either party may request changes to this Agreement. No modifications or amendment of this Agreement shall be valid or effective unless evidenced by an Agreement in writing signed by the Parties.

25. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

26. TAXES

The Agency agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under RCW Chapter 82.29A; PROVIDED, however, that nothing contained herein will modify the right of the Agency to contest any such tax, and the Agency will not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

27. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

This Agreement is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

28. PARAGRAPH HEADINGS

The paragraph headings contained herein are only for convenience and reference and are not intended to be a part of this Agreement or in any manner to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

29. PUBLIC DOCUMENT

This Agreement will be considered a public document and will be available for inspection and copying by the public.

30. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, the County and the Agency a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

31. SINGULAR AND PLURAL

Wherever the context will so require, the singular will include the plural and plural will include the singular.

32. PERMITS AND LICENSES

The Agency shall design, develop and implement the Program in accordance will all applicable laws and regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities and improvements shall be performed by Agency at its sole expense and liability. The Agency shall, at its sole cost and expense, apply for, obtain and comply with all necessary permits, licenses and approvals required for the Program.

33. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Agency.

34. POLICE POWERS OF THE COUNTY

Nothing contained in this Agreement will diminish, or be deemed to diminish, the governmental or police powers of the County.

35. ENTIRE AGREEMENT

This Agreement, including its attachments, constitutes the entire Agreement between the County and the Agency. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

KING COUNTY	AGENCY:_____
FOR _____	_____
King County Executive	Signature
_____	_____
Date	NAME (Please type or print), Title
	_____
	Date

Exhibit I

Youth and Amateur Sports Grant

Scope of Services

The REC Riders program is an after-school program serving 128 youth from low-income families in the Auburn community. The REC Riders program provides bikes for youth to use during the program, on weekends and during the summer. The REC Riders program will teach the fundamentals of biking safety, fitness, nutrition and leadership one day per week. Participants will engage in a one week-end per month trail ride and a one weekend per month stewardship/trail project. Grant funds will be used to purchase one enclosed bicycle trailer, 30 bikes and 30 helmets, maintenance equipment and tools, nutritional food and snacks and to pay a cycling coach a stipend for the grant cycle year.

City of Auburn - REC Riders- Mountain Bike - Exhibit II (Adjusted Budget)

Expense	Cost	YASG Grant Request	Other Committed Funding	Description of Expense for YASG Request [Include Unit Cost]	YASG Award	Initial Payout	Final Payout	Grant Balance
ADMINISTRATION								
Recreation Coordinator			$4,000	Administrative Oversight and Program Leadership				
Police Biccyle Officer Liaison			$3,500	Bicycle Instruction and Oversight				
Americorps Nutrition Specialist			$3,750	Nutritional Snack & Well Being Oversight				
Auburn Youth Council			$1,500	Youth Recruitment and Program Leadership				
DIRECT SERVICE PERSONNEL								
Facilitator	$4,500	$4,500	$8,750	10 hrs x 15 per week x 50 weeks				
EQUIPMENT								
Mountain Bicycles	$15,500	$15,500		30 mountain biccyles @ $600 each				
Bicycle Trailer	$9,000	$9,000		Trailer to store and transport				
Bicycle Tools	$7,500	$7,500		mounts and tools				
Helmets, Pads, Gloves	$2,500	$2,500		$50 per set				
FACILITY FEES								
TRAINING								
Bike Maintenance Training								
SCHOLARSHIPS								
AfterSchool Program Scholarships			$3,645	3 months @ $15/month x 27 participants x 3 sessions				
NUTRITION								
Food/Snacks	$1,000	$1,000		Healthy Snacks for outings				
TRANSPORTATION								
TOTAL								
Totals:	40,000	40,000	25,145					

df

City of Auburn - REC Riders- Mountain Bike - Exhibit III

		Anticipated Progress / Milestones	
	Baseline Current Status	**Mid-Point**	**End of Grant**
	5-Mar-18	*5-Sep-18*	*1-Mar-19*
OUTCOME 1			
Increase opportunities for physical activity and outdoor pursuits for at-risk youth		More youth involved in more rigourous outdoor activities	Increased health and decreased obesity levels at The REC
Output 1.1			
Create four monthly opportunities for 27 youth to engage in mountain bike riding skills, life skills, mentoring, volunteerism	1 PT Recreation Program Leader is currently identified	Auburn Police Staff, 1 FT and 1 Pt Program staff and volunteers	3 Staff and 27 youth involved in weekly bicyle activities
Output 1.2			
Recruit 27 new participants for The REC Riders Program per session	Currently serving approx. 700 youth from which to recruit	32 youth involved in REC Riders	128 youth have participated in REC Riders
External Challenges or Factors			
Recruiting particpants may prove difficult	Numerous indoor, low cost activities available at The REC on a daily basis	Continuing Recruitment and retention difficulties based on	Springtime and summer bring out the riders
OUTCOME 2			
Retention of program participants	Beginning of program, retention rate not yet known	75% retention through the end of the pilot session.	90% retention through the third program session.
Output 2.1			
Match participants with staff and volunteer mentors for accountability.	All participants are matched with a mentor.	Regular mentor/participant interactions lead to increased sustainability.	Careful assessment and continued adjustments when necessary to ensure maximum sustainability.
Output 2.2			
Continued access to relevent guest speakers, workshops, rides, and volunteer opportunities	Careful planning of beginning session to ensure that variety of topics and opportunities are being provided.	Survey and group discussions to identify high demand topics and programs for continued interest.	Identify a participant focus group to long-range plan future offerings.
External Challenges or Factors			
Lack of suitable mentors.	Recruitment conducted with area service clubs, schools, and youth serving agencies.	Outreach to regional Mountain Biking community for additional mentors.	Utilization of graduating program participants to serve as additional mentors.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5352 (Gaub)

Date:
February 26, 2018

Department:
CD & PW

Attachments:
Resolution No. 5352

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

Administrative Recommendation:

City Council adopt Resolution No. 5352.

Background Summary:

Resolution No. 5352 authorizes the addition of a $500 fee to the current City of Auburn Fee Schedule for each new permit-exempt well that is constructed on or after January 19, 2018 within the Auburn city limits. Collection of the fee is required by a new state law (Engrossed Substitute Senate Bill [ESSB] 6091) to help provide mitigation for potential impacts of new permit-exempt wells to closed water bodies or impairment to instream flows or senior water rights holders.

Background
Until 2016, property owners were allowed to drill a groundwater well (called an "exempt well") to serve their property without having to secure a water rights certificate, as long as their withdrawal of groundwater did not exceed 5,000 gallons per day (gpd). In 2016, the Washington State Supreme Court issued a decision on the Whatcom County vs. Hirst, Futurewise, et al lawsuit ("Hirst decision") that required counties to verify that the exempt wells would not impact senior water rights holders or instream flows. This essentially stopped permitting of new houses that would rely on exempt wells.

On January 18, 2018, the Washington State legislature passed ESSB 6091 to amend state law to allow new permit-exempt wells to be constructed, but with certain requirements:
1) each property using a permit-exempt well must pay a $500 fee to the agency that issues the building permit for the property
2) each property using a permit-exempt well is restricted to using 950 gpd (annual average) or 350 gpd during a declared drought
3) each property using a permit-exempt well must manage stormwater onsite if practicable
4) annually, the building permit agency must report the number of permit-exempt wells that are constructed in its jurisdiction to the Department of Ecology (Ecology)
5) annually, the building permit agency must send $350 of each $500 fee to Ecology to use for watershed enhancement and restoration; the agency may retain $150 of each $500 fee for the agency's administrative costs

Reviewed by Council Committees:

Councilmember:		**Staff:**	Gaub
Meeting Date:	March 5, 2018	Item Number:	RES.E

RESOLUTION NO. 5 3 5 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTION B, ENGINEERING AND PUBLIC WORKS FEES, OF THE CURRENT CITY OF AUBURN MASTER FEE SCHEDULE, ADDING A NEW SUBSECTION 15 - MITIGATION AND IMPACT FEES FOR EXEMPT WELLS

WHEREAS, the City of Auburn has a Master Fee Schedule adopted via resolution by the City Council for permits, licenses, publications and actions; and

WHEREAS, Section B of the Master Fee Schedule specifies fees for the Engineering and Public Works Fees; and

WHEREAS, in the 2018 Legislative Session, the Washington State Legislature passed Engrossed Substitute Senate Bill (ESSB) 6091, relating to ensuring that water is available to support development; and

WHEREAS, among the provisions of ESSB 6091 that may impact some development within the City of Auburn corporate limits are the following:

- The bill establishes that properties that propose to use new permit-exempt groundwater wells that are constructed on or after January 19, 2018, will be authorized through compliance with Section 203 of ESSB 6091, even though there may be potential impact to closed water bodies or impairment of instream flows.
- The bill requires the Department of Ecology (Ecology) to develop a watershed restoration and enhancement plan process for in the Water Resource Inventory Areas (WRIA) for the Duwamish-Green (WRIA 9) and Puyallup-White (WRIA 10) basins.
- The bill establishes a fee of $500, which fee may be periodically updated by the watershed restoration and enhancement plan process, for each new

permit-exempt withdrawal for a domestic purpose in the WRIAs for which a watershed restoration and enhancement plan process will be established.

- The bill establishes a maximum daily withdrawal of 950 gallons per day per connection, as calculated on an average annual basis, for new permit-exempt withdrawals for a domestic purpose in the WRIAs for which a watershed restoration and enhancement plan process will be established; except that in case of a drought emergency order, the maximum withdrawal shall be reduced to 350 gallons per day for indoor use only.
- The bill establishes that the property shall manage stormwater onsite to the extent practicable by maximizing infiltration, including using low impact development techniques.
- The bill establishes that the city issuing a building permit for a property using a permit-exempt well shall record the water supply restrictions on the property, report annually to the Department of Ecology (Ecology) the number of such building permits issued, and transmit annually to Ecology $350 of each fee collected.

WHEREAS, it is appropriate that the city of Auburn fee schedule be amended to provide for the collection of a $500.00 fee for properties that will be served by a new permit-exempt wells drilled on or after January 19, 2018, in accordance with the provisions of ESSB 6091.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Section B of the fee schedule of the City of Auburn is amended as provided in Exhibit "A", attached hereto.

Section 2. That the Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation, including

for procedure for the collection of a $500.00 fee for properties that will be served by a new exempt wells drilled on or after January 19, 2018, in accordance with the provisions of ESSB 6091, with $350.00 of which to be sent to the Washington State Department of ecology for mitigation and enhancements in the drainage basin, and the remaining $150.00 being retained by the City.

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

DATED and SIGNED this ____ day of _____, 2018.

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

_____
Daniel B. Heid, City Attorney

EXHIBIT "A"

B. ENGINEERING AND PUBLIC WORKS FEES

1. Transportation Impact Fee Rate Schedule: *(Per Ordinance No. 5763 as amended by Resolution No. 3953, Ordinance No. 6005, Resolution No. 4103, Resolution No. 4424, Resolution 4964, Resolution No. 5114, Resolution No. 5181, Resolution No. 5255, and Resolution No. 5319.)*

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Industrial					
General Light Industrial	110	sf/gfa	0.97	$8.02	-
General Heavy Industrial	120	sf/gfa	0.68	$6.30	-
Industrial Park	130	sf/gfa	0.85	$7.03	-
Manufacturing	140	sf/gfa	0.73	$3.62	-
Warehousing	150	sf/gfa	0.32	$3.70	-
Mini-Warehouse/Storage	151	sf/gfa	0.26	$1.98	-
Residential					
Single-Family (detached)	210	du	1.00	$4,537.89	$3,675.69
Multi-Family	220-233	du	0.62	$2,974.26	$2,409.15
Mobile Home	240	du	0.59	$2,141.88	-
Senior Housing	251, 252	du	0.27	$980.18	$793.95
Lodging					
Hotel	310	room	0.60	$3,111.69	$2,520.47
Motel	320	room	0.47	$2,437.49	-
Recreational					
Movie Theater	444, 445	seat	0.08	$202.78	$150.06
Health Club	492, 493	sf/gfa	3.53	$10.64	$7.88

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Institutional					
Elementary School	520	student	0.15	$264.49	$195.73
Middle School/Jr. High	522	student	0.16	$448.08	$331.58
High School	530	student	0.13	$498.91	$369.19
Church	560	sf/gfa	0.55	$2.64	$1.95
Day Care Center	565	sf/gfa	12.34	$24.00	$17.76
Library	590	sf/gfa	7.30	$12.07	$8.93

Medical					
Hospital	610	sf/gfa	0.93	$4.82	$3.91
Asst. Living, Nursing Home	254, 620	bed	0.22	$798.67	-
Office					
General Office	710, 715, 750	sf/gfa	1.49	$8.87	$6.03
Medical Office	720	sf/gfa	3.57	$16.66	$11.33
Post Office	732	sf/gfa	11.22	$18.55	$12.61
Retail					
Free Standing Discount Superstore	813	sf/gla	4.35	$8.53	$6.31
Free Standing Discount Store	815	sf/gla	4.98	$11.26	$8.33
Hardware/Paint Store	816	sf/gla	4.84	$7.90	$5.84
Shopping Center	820	sf/gla	3.71	$6.67	$4.93
Car Sales – New	841	sf/gla	2.59	$12.36	$9.14
Car Sales – Used	N/A	space	0.28	$1,355.95	$988.61
Automobile Parts Sales	843	sf/gla	5.98	$7.51	$5.56
Tire Store	848	sf/gla	4.15	$8.52	$6.31
Supermarket	850	sf/gla	9.48	$16.52	$12.22
Convenience Market	851	sf/gla	52.41	$34.45	$25.49
Home Improvement Store	862	sf/gla	2.33	$3.30	$2.44
Drugstore w/o Drive-Through	880	sf/gla	8.40	$8.70	$6.44
Drugstore w/ Drive-Through	881	sf/gla	9.91	$11.14	$8.24
Furniture Store	890	sf/gla	0.45	$0.47	$0.35

Land Use	**ITE Land Use Code**	**Independent Variable**	**Trip Rate**	**Non-Downtown Fee Rate**	**Downtown Fee Rate**
Services					
Drive-in Bank	912	sf/gfa	24.30	$25.05	$18.54
Quality Restaurant	931	sf/gfa	7.49	$18.49	$13.68
High Turnover Restaurant	932	sf/gfa	9.85	$16.74	$12.39
Fast Food Restaurant w/o Drive-Through	933	sf/gfa	26.15	$34.58	$25.59
Fast Food Restaurant w/ Drive-Through	934	sf/gfa	32.65	$43.18	$31.95

Espresso Stand w/ Drive-Through	938	sf/gfa	75.00	$33.06	$24.47
Auto Care Center	942	sf/gfa	3.11	$6.21	$4.60
Service Station	944	vfp	13.87	$17,731.23	$13,121.11
Service Station w/ Mini-Mart	945	vfp	13.51	$13,102.15	$9,695.59
Lakeland PUD *(Per Ordinance No. 4867 as amended by Resolution No. 2955, Ordinance No. 6176 and Resolution No. 5181.)*					
Detached Single-Family Residential Unit	N/A	du	n/a	$1,307.06	-
Attached Single-Family/Multi-Family Unit	N/A	du	n/a	$848.37	-
Senior-Family Unit	N/A	du	n/a	$291.53	-
Commercial/Retail Units	N/A	sf/gfa	n/a	$3.39	-
Administrative Fee for Independent Fee Calculation					$200.00

Notes:

A. Basic trip rates are based on the ITE Trip Generation Manual, 9th Edition.

B. Impact fee rate calculation is based upon the following methodology:

- Basic Trip Rate = PM Peak Hour Trip Generation (per unit of measure)
- Basic Trip Rate x Percent of New Trips x Trip Length Adjustment x Per Trip Fee/(divide by) 1,000 for rate per square foot (where applicable) = Impact Fee Rate (per unit of measure)

C. For land uses not specifically identified here, trip generation rates could be derived from ITE or a special study by the applicant.

D. sf/GFA= Square feet Gross Floor Area; sf/GLA= Square Feet Gross Leasable Area; VFP=Vehicle Fueling Position.

E. Projects eligible for the Downtown Fee Rate are those located entirely within the boundary identified on Figure 1.

2. **Truck-Dependant Land Use Supplementary Transportation Impact Fee Rate Schedule:** *(Per Resolution No. 4122, Resolution No. 4424, Resolution No. 5181, and Resolution No. 5319.)*				
Land Use	**ITE Land Use Code**	**Independent Variable**	**Truck Trip Rate**	**Impact Fee Rate (per sf)**
Industrial				
Light Industry/Manufacturing	110, 130, 140	sf/gfa	0.06	$0.12
Heavy Industry	120	sf/gfa	0.04	$0.07
Retail				
Shopping Center	820	sf/gla	0.01	$0 02
Car Sales	841	sf/gfa	0.09	$0.14
Supermarket	850	sf/gfa	0.33	$0.62
Free-Standing Discount Store	813, 815, 861, 863, 864	sf/gfa	0.10	$0.19
Home Improvement Store	862	sf/gfa	0.37	$0.70

Land Use	**ITE Land Use Code**	**Independent Variable**	**Truck Trip Rate**	**Impact Fee Rate (per sf)**
Services				
Restaurant	931, 932	sf/gfa	0.63	$1.18
Fast Food Restaurant	933, 934	sf/gfa	2.87	$5.41

Notes:

A. ITE Land Use Code based on ITE Trip Generation, 9th Edition

B. Impact fee rate calculation is based upon the following methodology:
- Truck Trip Rate = Daily Truck Trip Generation (per unit of measure)
- Truck Trip Rate x Per Trip Fee = Impact Fee Rate (per unit of measure)

C. For land uses not specifically identified in the table, trip generation rates could be derived from a special study by the applicant.

D. sf /gfa=square feet of gross floor area

3. **Impact Fees By Land Use – Revenue Credit = 20%** (Per Ordinance No. 5977, Resolution 3953, and Resolution No. 4022)			
Land Use	**Total Fire & EMS Cost per Unit of Development**	**Adjustment (Revenue Credit) at 20%**	**Fire and EMS Impact Fee per Unit of Development**
Residential – All calculations below are per dwelling unit – Total x Number of Units			
Single Family, Duplex, Mobile Home	$362.66	$72.53	$290.13
Multi-Family	$383.09	$76.62	$306.47
Non-Residential – All calculations below are per square foot - Total x Square Feet			
Hotel/Motel	$0.53	$0.11	$0.42
Hospital/Clinic	$1.05	$0.21	$0.84
Group Living	$2.63	$0.53	$2.10
Office	$0.29	$0.06	$0.23
Retail	$0.62	$0.12	$0.50
Restaurant/Bar/Lounge	$1.62	$0.32	$1.30

Industrial/Manufacturing	$0.11	$0.02	$0.09
Leisure/Outdoors	$1.08	$0.22	$0.86
Agriculture	$0.71	$0.14	$0.57
Church	$0.38	$0.08	$0.30
Schools/Colleges	$1.07	$0.21	$0.86
Government/Public Buildings	$1.81	$0.36	$0.86
Casino	$3.78	$0.77	$3.01
Jails	$21.99	$4.40	$17.59

4. Facility Extension Fees: *(Per Ordinance No. 5791 and amended by Ordinance No. 5819, Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5114, and Resolution No. 5319.)*

The Facility Extension Application Fee is $569.00, plus $172.00 for each Facility (Water, Sanitary Sewer, Storm Drainage, Street, private street and private storm systems within private streets).

Facility Extension Fees are the summation of the following categories (a+b+c+d), or $1,710.00, whichever is greater.

a. For the combined linear footage of water, sewer, storm drainage and private storm drainage within private streets:

   The first 0 lineal feet (LF) to 1000 LF is charged at $5.70 per LF plus,
   The next 1001 LF to 2500 LF is charged at $2.90 per LF plus,
   Any additional over 2500 LF is charged at $1.70 per LF.

b. For the linear footage of streets and private streets:

   The first 0 LF to 500 LF will be charged at $7.10 per LF plus,
   The next 501 LF to 1000 LF will be charged at $4.20 per LF plus,
   Any additional over 1000 LF will be charged at $1.10 per LF.

c. For non-linear extensions such as pump stations or traffic signals, the extension fee will be determined by the City Engineer based on an estimate of the City's labor Cost associated with the plan review, inspection, and administration of the application.

d. For that portion of the water or sewer facility located outside City Limits, but within existing County (King or Pierce) right-of-way, an additional fee of $457.00 plus $5.10 per LF of the combined water and sewer extension located in the existing County right-of-way applies.

Facility Extension Fees will be paid as follows:

a. Forty percent (40%) at the time of execution of the facility extension agreement.

b. Sixty percent (60%) upon the City's approval of the construction drawings and prior to the start of construction.

Additional Review:

Each additional plan review beyond a 3rd review prior to plan approval will require an additional fee of $527.00 be paid at the time of the additional review submittal. If the review requires more than 8 hours of staff time to complete an additional fee of $66.00 per hour will be charged and must be paid prior to plan approval.

Additional plan review required by changes, additions or revisions to plans during construction will require an additional fee of $264.00 be paid at the time the additional review is submitted and prior to any review being completed. If the review requires more than 4 hours of staff time to complete an additional fee of $66.00 per hour will be charged and must be paid prior to plan approval.	
5. Right-of Way Use Permit Fees: *(Per Ordinance No. 6125, Resolution No. 5255, and Resolution No. 5319.)*	
Type A – Banner	$52.00
Type B – Short Term	$62.00
Type C – Long Term	$258.00 for the 1st year (or any term longer than 30 days and less than 1 year)/ $103.00 for each additional year (or portion thereof) up to 5 years
Type D – Hauling	$103.00 + estimated staff time @ $52.00 per hour
Street Closure – Type B or C	$93.00
Sidewalk Closure – Type B or C	$62.00
Parking Closure – Type B or C	$62.00
6. Franchise Agreements: *(Per Ordinance No. 6546, Resolution No. 5114, Resolution No. 5255, and Resolution No. 5319.)*	
Application/Renewal/Amendment Application Fee (ACC 13.36.040, ACC 20.06.120, ACC 20.06.130)	$5,150.00 Nonrefundable Initial Fee + plus the City's actual costs incurred in excess of $5,150.00. Initial Fee is due at time of application any additional costs beyond the initial fee is due prior to the effective date of the agreement.
Annual Administration Fee (ACC 20.04.170)	Actual City Costs
Annual CATV Franchise Fee (ACC 13.36.230)	5% of Gross Revenue for the prior three months.
Other Annual Franchise Fee (ACC 20.06.100)	Statutorily Permissible Percent of Gross Revenue
7. Public Way Agreements: *(Per Ordinance No.6546, Resolution No.5114, and Resolution No. 5319.)*	
Application/Renewal Application Fee (ACC 20.04.020, ACC 20.04.120)	$5,150.00 nonrefundable Initial Fee + plus the City's actual costs incurred in excess of $5,150.00. Initial Fee is due at time of application any additional costs beyond the initial fee is due prior to the effective date of the agreement.
Annual Fee (ACC 20.04.170)	Actual City Costs
8. Right-of-Way Vacations: *(Per Resolution No. 4143, Resolution No. 5114, and Resolution No. 5319.)*	
Application Fee	$1,545.00
Land Value Compensation	Per ACC 12.48.085
9. Utility System Development Fees: *(Per Ordinance No. 5819 and amended by Resolution No. 3797, Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5114, Resolution No. 5134, Resolution No. 5181, Resolution No. 5255, and Resolution No. 5319.)* For all utilities, a charge in lieu of assessment or payback charges may be applicable for the proportional share of the utility line being connected to.	

a. Water Utility: Connection fees are comprised of a Permit Fee and the System Development Charge as follows:

Meter Size (In Inches)	Water Service Installation Permit Fee			System Development Charge (SDC)
	Existing Water Service & Meter Box[1]	Water Service & Meter Box Installed by City[2]		
		Paved Street	Unpaved Street	
¾ or less	$375.00	$3,700.00[3]	$2,150.00	$6,630.00
1	$430.00	$3,750.00[3]	$2,200.00	$6,630.00
1-1/2	$1,010.00	$5,300.00[3]	$3,800.00	$22,077.00
2	$1,080.00	$5,750.00[3]	$4,200.00	$35,336.00
3	Actual Cost	By Applicant	By Applicant	$70,738.00
4	Actual Cost	By Applicant	By Applicant	$110,516.00
6	Actual Cost	By Applicant	By Applicant	$220,968.00
8	Actual Cost	By Applicant	By Applicant	$353,562.00
10	Actual Cost	By Applicant	By Applicant	$508,298.00

[1]Installation of a water meter done by the City and the service either already exists or has been installed by the Applicant.

[2]Installation of the entire water service is done by the City.

[3]If meter installation or retrofit involves installation of a fire sprinkler line, fee is Actual Cost.

b. Sanitary Sewer Utility: Connection fees are comprised of a Permit Fee and the System Development Charge as follows:

Type	Permit Fee	System Development Charge (SDC)*
New Connection[4]	$190.00	$2,460.00 Per RCE[5]
Grinder Pump (New Connection)[4]	$265.00	$2460.00 per RCE[5]
Tenant Improvement[4]	$60.00	$2,460.00 Per net increase in RCE's[5]

[4]All construction is the responsibility of the Applicant. If a new connection or repair requires work within City right-of-way, a Construction Permit (EXC - see Section 11) is required in addition to the Sewer Permit.

[5]RCE, Residential Customer Equivalent - An RCE shall be as defined by the King County Department of Natural Resources.

NOTE: In addition to City sanitary sewer connection fees, King County will impose a sanitary sewer connection fee (King County Capacity Charge) for improvements in King County's regional sewer system, in accordance with King County Code 28.84.050. King County will bill customers directly for this charge once the sewer work is complete. This charge is not to be paid to the City.

c. Storm Drainage Utility: *(Per Resolution No. 4566 and amended by Resolution No. 5181, Resolution No. 5255, and Resolution No. 5319.)*

Connection fees are comprised of a Permit Fee and the System Development Charge as follows:

Type	Permit Fee[6]		System Development Charge (SDC)
Single Family Residence & Duplexes (on Individual Parcels)[1]	Level 1	$215.00	$1,229.00 per ESU[8][11]
	Level 2	$415.00	
	Level 3 [7]	Base Fee = $1,485.00 for up to 10,000 SF of disturbed area Cumulative Additional Fee #1 = Base Fee + $415.00 for 10,001 SF up to 43,560 SF (1 Acre) of disturbed area Cumulative Additional Fee #2 = Cumulative Additional Fee #1 + $105.00 per whole or partial Acre disturbed over 1 Acre	
Other Parcels[11]	Level 1	$215.00	$1,229.00 per ESU[8][11]
	Level 2	$415.00	
	Level 3 [7]	Base Fee = $1,485.00 for up to 10,000 SF of disturbed area Cumulative Additional Fee #1 = Base Fee + $415.00 for 10,001 SF up to 43,560 SF (1 Acre) of disturbed area Cumulative Additional Fee #2 = Cumulative Additional Fee #1 + $105.00 per whole or partial Acre disturbed over 1 Acre	

[6]Permit levels are determined as follows:

- Level 1 permits are for all projects that are not located in a Critical Area and add or replace less than 2,000 square feet of hard surface area; and/or disturb less than 7,000 square feet of land.

  Note: Single-family residential projects disturbing 500 square feet or less may not require a permit.

- Level 2 permits are for all projects that add or replace 2,000 to 4,999 square feet of hard surface area; or disturb 7,000 square feet or more of land.

- Level 3 permits are for all projects that add 5,000 square feet or more of hard surface area, or convert ¾ acres or more of native vegetation to lawn/landscaped area, or convert 2.5 acres or more of native vegetation to pasture, or the new plus replaced hard surface area is 5,000 square feet or more and the value of improvements exceeds 50% of the assessed value of existing improvements.

[7]Level 3 permit is calculated as the Base Fee plus the Cumulative Additional Fees described herein.

[8]ESU, Equivalent Service Unit - A configuration of development of hard surfaces (which include impervious surfaces, permeable pavements, and vegetated roofs) 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. Although gravel surfaces are considered a hard surface under ACC 13.48.010, existing gravel surfaces are not included in the calculation of the SDCs. One ESU is considered equal to 2,600 square feet of parcel coverage by hard surfaces. Per ACC 13.48.010.

[1] Reviser's Note: The verbiage from this box was inadvertently omitted from the fee schedule included in the Council's published agenda packet.

When calculating the total SDC, a credit will be applied for the existing hard surface area except existing gravel surfaces (e.g., new total SDC minus calculated SDC for existing hard surface area using the definition of hard surface as given in ACC 13.48.010).	
10. Other Utility Fees: *(Per Ordinance No. 5819, Ordinance No. 5944, Resolution No. 3797, Resolution No. 3953, Resolution No. 4424, Resolution No. 5114, Resolution No. 5134, Resolution No. 5255, and Resolution No. 5319.)*	
Fireline Connection Permit	$140.00
Hydrant Permit and Inspection Fee	$245.00
Hydrant Meter Monthly Rate	$48.04
Fire Hydrant Meter Wrench – Refundable Deposit(1)	$40.00
Hydrant Meter with RPBA, Valve, and Wrench – Refundable Deposit(1) (2)	$2,045.00
Hydrant Meter Water Use Charge (if equipment not returned for final reading)	$700.00
Water Meter Test Fee, 2" or less	$225.00
Water Meter Test Fee, greater than 2"	At Actual Cost
Water Meter Removal Fee (3/4" to 1") – (service line remains)	$310.00
Water Meter Removal Fee (1-1/2" to 2") – (service line remains)	$925.00
Water Meter Removal Fee (3" and larger) – (service line remains)	At Actual Cost
Water Service Abandonment Permit (City abandons at main, removes meter and box)	$2,990.00
Water Meter Relocation Permit by City	Same as Water Service Installation Permit Fee, see 9.a.
Meter Damage/Tamper Repair Permit	$500.00 plus Meter Cost, if applicable
Water Service Alteration/Repair Permit on Private Property (by Applicant)	$80.00
Backflow Permit for Premises Isolation (internal or external)	$80.00
Re-Locate Fee (if <45 days from initial locates)	$200.00
Side Sewer Repair Permit on Private Property	$80.00
Side Sewer Repair Permit in Right-of-Way(3)	$160.00
Demolition Cap Permit (cap side sewer before building demolition)	$80.00
Side Sewer Relocation/Replacement Permit	$130.00
Oil/Water Separator Permit	$205.00
Grease Interceptor Permit(3)	$205.00
Storm Drainage Repair Permit – Existing Private System on Private Property	$80.00
Storm Drainage Repair Permit – Existing System in Public Right-of-Way/Easement(3)	$160.00
Payback Administration Fees: *(per Ordinance No. 5954)*	
Application Fee	$515.00
Processing Fee	$1,030.00
Area of Special Benefit Analysis	$515.00
Transaction/Collection Fee	$310.00
Recording Fee	$84.00
Outside Professional Services	Time & Materials
Convenience shut off	$25.00
Delinquent shut off	$25.00

Late charge	1% per month of outstanding bill or $15.00 minimum, whichever is greater
Unauthorized turn on/off	$60.00
Delinquent meter pull	$65.00
Unauthorized fire line or water hook up	$100.00 a day fine from date of discovery
Returned checks each	$20.00
Refusal of access per day	$30.00
Closing final read	$30.00
New account setup	$25.00
Bill tenant	$25.00
After-hours water turn on/off	$30.00
Escrow estimates	$25.00

(1)If the equipment is not returned or is returned in a damaged condition, the deposit amount shall be forfeited.

(2)Each year, the hydrant meter with RPBA, Valve, and Wrench must be returned to City no later than December 1 for maintenance and final annual meter reading. The deposit amount shall be forfeited if the equipment is not returned to the City by the deadline.

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

11. Construction Permits: *(Per Ordinance No. 5817, Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, and Resolution No. 5319.)*

Basic Fee (BF)	$154.50
Hourly Inspection Rate (HIR):	
Normal Business Hours	$54.00
After Hours (includes weeknights, weekends, and holidays and will be charged at the after hours HIR x the duration of the work	$83.00
For Excavation Type Work:	
Length of Excavation (feet)	Additional Fee (AF)
31 – 100 feet of excavation length	$54.00
101 – 250 feet of excavation length	$160.00
251 – 500 feet of excavation length	$267.00
501 – 750 feet of excavation length	$373.00
751 – 1000 feet of excavation length	$480.00

Fee Calculation:

Permit Fee = BF + AF (for the appropriate length of excavation)

If the excavation exceeds 1,000 linear feet

Permit Fee = BF + $480.00 + (HIR x (length of excavation – 1000/100)

For Non-Excavation Type Work: This work includes any work in the public right-of-way that is not covered by any other permits and includes such things as overhead utility work, geotechnical borings, horizontal directional drilling and vault installation.

Permit Fee = BF + (HIR x Permit Duration in Days)
In Lieu of Fee: In lieu of the above standard rates, the city engineer or his/her designee may calculate the fee based upon current labor rates for administrative and inspection staff after developing an estimate of staff effort involved. For projects that are expected to involve significantly more than 1,000 feet of street excavation or when the scope or duration cannot be accurately estimated, the city engineer may establish a deposit account to manage permitee deposits in advance of permit issuance for reimbursing actual labor costs of administering the permit. Such deposit accounts will not be interest bearing and will be closed at the end of the permitted work when a final accounting of the permit administration cost shall be calculated and a final bill or credit issued to the permitee.

12. Memorial Sign Program: *(Per Ordinance No. 6137, Ordinance No. 6149, and Resolution No. 5319)*

Memorial Sign	$155.00

13. Special Permits: *(Per Ordinance No. 5817 and amended by Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, and Resolution No. 5319.)*

Permit Type	Base Fee	Additional Per Linear Foot
Sidewalk	$56.00	$1.10/foot for each foot over 25 linear feet
Residential Driveway	$56.00	$1.70/foot for each foot over 20 linear feet*
Commercial Driveway	$110.00	$2.20/foot for each foot over 48 linear feet*

*Driveway widths are based on the width of the driveway apron in the right-of-way.

14. Street Payback Agreements: *(Per Ordinance No. 6319, Resolution No. 4624, and Resolution No. 5319.)*

Application Fee	$515.00
Processing Fee	$1,030.00
Assessment Reimbursement Area Analysis	$1,030.00
Transaction/Collection Fee	$310.00
Recording Fee	$84.00
Outside Professional Services (when needed)	Time and Materials

15. Mitigation and Impact Fees for Exempt Wells: *(Per Resolution No. 5352 and ESSB 6091.)*

Mitigation and Impact fees for properties that will be served by new exempt wells drilled on or after January 19, 2018.*	$500.00

*$350.00 of the $500.00 fee shall be sent to the Washington State Department of Ecology for mitigation enhancements in the well's drainage basin, with the remaining $150.00 to be retained by the City to cover its administrative costs.