



**City Council Meeting
February 18, 2014 - 7:30 PM
Auburn City Hall
AGENDA**

[Watch the meeting video](#)

Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

A. Flag Salute

B. Roll Call

C. Announcements, Appointments, and Presentations

1. Boards and Commission Appointments

City Council to approve the appointment of the following to the Lodging Tax Advisory Committee, for a new three year term to expire December 31, 2016:

1. Chantelle Herburger, Outlet Collection
2. Satpal Sohal, LaQuinta Hotel
3. Bob Fraser, Emerald Downs

2. Boards & Commission Appointments

City Council to approve the reappointment of the following to the Cemetery Board, for a new three year term to expire December 31, 2016:

1. Bob Rakos

City Council to approve the reappointments of the following to the Auburn International Farmers Market Board, for a new three year term to expire December 31, 2016:

1. Linda Morris
2. Tren Walker

City Council to approve the reappointment of the following to the White River Valley Museum Board for a new three year term to expire December 31, 2016:

1. Kim Perry

D. Agenda Modifications

II. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. **Public Hearings**

No public hearing is scheduled for this evening.

B. **Audience Participation**

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

C. **Correspondence**

There is no correspondence for Council review.

III. **COUNCIL COMMITTEE REPORTS**

A. **Municipal Services**

1. **February 10, 2014 Minutes* (Peloza)**

B. **Planning & Community Development**

1. **February 10, 2014 Minutes* (Holman)**

C. **Public Works**

1. **February 3, 2014 Minutes* (Osborne)**

D. **Finance**

1. **February 3, 2014 Minutes* (Wales)**

E. **Les Gove Community Campus**

F. **Council Operations Committee**

IV. **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. **February 3, 2014 Meeting Minutes***

B. **Claims Vouchers (Wales/Coleman)**

Claims voucher number 427353 through 427533 in the amount of \$1,563,106.60 and three wire transfers in the amount of \$18,812.31 and dated February, 18 2014.

C. **Payroll Vouchers (Wales/Coleman)**

Payroll check numbers 534491 through 534523 in the amount of \$841,639.11, electronic deposit transmissions in the amount of \$1,274,365.38 for a grand total of \$2,116,004.48 for the period covering January 30, 2014 to February 12, 2014.

D. **Public Works Project No. CP1202* (Osborne/Snyder)**

City Council to approve amendment No. 2 to consultant agreement No. AG-C-425 with KPG, Inc. for engineering services for Project No. CP1202 Auburn Way South Flooding Imp – Phase II

E. **Public Works Project No. CP1207* (Osborne/Snyder)**

City Council to approve change order No. 1 in the amount of \$231,110.03 to

contract No. 13-10 for work on Project No. CP1207 'D' Street Utility Improvements

F. **Public Works Project No. CP1302* (Osborne/Snyder)**

City Council to approve final pay estimate No. 5 to contract No. 13-06 in the amount of \$4,454.00 and accept construction of Project No. CP1302, 2013 Pavement Patching, Chipseal, and Overlay Project

G. **Public Works Project No. CP1307* (Osborne/Snyder)**

City Council to approve final pay estimate No. 1 to Limited Public Works Contract No. 13-17 in the amount of \$36,873.10 and accept construction of Project No. CP1307, Control Structure Installation Project

H. **Public Works Project No. C524A* (Osborne/Snyder)**

City Council to grant permission to advertise for bids for Project No. C524A Utility Site Improvements

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

V. **UNFINISHED BUSINESS**

There is no unfinished business.

VI. **NEW BUSINESS**

There is no new business.

VII. **ORDINANCES**

A. **Ordinance No. 6491* (Osborne/Snyder)**

An Ordinance of the City Council of the City of Auburn, Washington, granting to T-Mobile West LLC, a Delaware Limited Liability Company, a franchise for telecommunications

(RECOMMENDED ACTION: City Council introduce and adopt Ordinance No. 6491.)

B. **Ordinance No. 6495* (Holman/Tate)**

An Ordinance of the City Council of the City of Auburn, Washington, approving the request of Wesley Homes Lea Hill, LLC for rezoning of three parcels totaling approximately 18.5 acres located south of SE 320th ST from R5, Residential and R7, Residential to I, Institutional, to implement the Comprehensive Plan and amending the City's Zoning Maps

(RECOMMENDED ACTION: City Council introduce and adopt Ordinance No. 6495.)

C. **Ordinance No. 6496* (Holman/Tate)**

An Ordinance of the City Council of the City of Auburn, Washington, approving the request of Fonpee, LLC and Stanberry for rezoning a portion of two parcels totaling approximately 2.1 acres located at the NW corner of West Valley Hwy N and 37th ST NW from C3, Heavy Commercial, to M1, Light Industrial, to implement the Comprehensive Plan and amending the City's Zoning Maps

(RECOMMENDED ACTION: City Council introduce and adopt Ordinance No. 6496.)

D. **Ordinance No. 6497* (Holman/Tate)**

An Ordinance of the City Council of the City of Auburn, Washington, approving the City-Initiated Rezoning of two parcels totaling approximately 1.56 acres located at the northwest corner of Auburn Way South and Hemlock Street SE from R5, Residential to C1, Light Commercial to implement the Comprehensive Plan and amending the City's Zoning Maps

(RECOMMENDED ACTION: City Council introduce and adopt Ordinance No. 6497.)

E. **Ordinance No. 6499* (Osborne/Snyder)**

An Ordinance of the City Council of the City of Auburn, Washington, declaring public use and necessity regarding City Project CP1119 - Auburn Way South Corridor Improvements, Fir Street SE to Hemlock Street SE Project, and authorizing condemnation

(RECOMMENDED ACTION: City Council introduce and adopt Ordinance No. 6499.)

F. **Ordinance No. 6501* (Holman/Snyder)**

An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 18.56.010, 18.56.020 and 18.56.030 of the Auburn City Code and City of Auburn Ordinance Numbers 6327, 6353, and 6403 as to the effective dates of said ordinance amendments all relating to temporary signs

(RECOMMENDED ACTION: City Council introduce and adopt Ordinance No. 6501.)

VIII. **RESOLUTIONS**

A. **Resolution No. 5033* (Osborne/Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a lease agreement between the City of Auburn and Valley Communications Center

(RECOMMENDED ACTION: City Council adopt Resolution No. 5033.)

B. **Resolution No. 5043* (Osborne/Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to accept a Washington State Department of Ecology Grant for the Maintenance and Operations Storm Drainage Improvement Project

(RECOMMENDED ACTION: City Council adopt Resolution No. 5043.)

C. **Resolution No. 5044***

A Resolution of the City Council of the City of Auburn, Washington, selecting a nominee to serve as a member of the Board of Commissioners for Pierce Transit

(RECOMMENDED ACTION: City Council adopt Resolution No. 5044.)

IX. 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

X. 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.

*Denotes attachments included in the agenda packet.



AGENDA BILL APPROVAL FORM

Agenda Subject:

February 10, 2014 Minutes

Date:

February 13, 2014

Department:

Police

Attachments:

[February 10, 2014 Minutes](#)

Budget Impact:

\$0

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

Municipal Services

Councilmember: Peloza

Staff:

Meeting Date: February 18, 2014

Item Number: MS.1



**Municipal Services Committee
February 10, 2014 - 3:30 PM
City Hall Conference Room 3
MINUTES**

I. CALL TO ORDER

Chair Pelozza called the meeting to order at 3:30 p.m. in Conference Room 3 of City Hall, 25 West Main Street, Auburn, WA.

A. Roll Call

Members present: Chair Bill Pelozza, Vice Chair Wayne Osborne and Member Claude DaCorsi.

Staff present: Mayor Nancy Backus, Chief of Police Bob Lee, City Attorney Dan Heid and Police Secretary/Scribe Terry Mendoza.

Others present: Auburn Reporter representative Robert Whale.

B. Announcements

C. Agenda Modifications

II. CONSENT AGENDA

A. January 27, 2014 Minutes

Vice Chair Osborne moved to accept the Minutes as presented. Member DaCorsi seconded. Chair Pelozza concurred.

MOTION PASSED: 3-0

III. DISCUSSION ITEMS

A. Auto Thefts (Lee)

At the request of Chair Pelozza, Chief of Police Bob Lee reported on *Auto Thefts* in the City of Auburn. Statistics were provided for a 10-year period from 2004 through 2013. The statistics are provided monthly to the Washington Association of Sheriffs and Police Chiefs (WASPC) by every law enforcement agency in the state. Between 2004 and 2013, the City of Auburn averaged 643 auto thefts. By comparison the City of Auburn's 10-year average is well below those of other local South King County jurisdictions with populations over 70,000 to include Kent, Federal Way and Renton. In 2005, the King County Prosecutor's Office (KCPO) realized that auto theft was a major issue not only for King County but in the State of Washington.

KCPO decided to assign prosecutors to go after prolific auto thieves and an Auto Theft Task Force was formed. The emphasis on these prolific auto thieves proved successful. The number of auto thefts in 2005 totaled 41,290 compared to 2013 which totaled 25,737. Committee discussion followed.

B. Ordinance No. 6398 - Pull Tabs (Dan Heid)

City Attorney Dan Heid provided a report and additional handouts regarding Ordinance No. 6398. The first handout was a revenue status report from pull tabs and punch boards. The second handout highlighted the current City Code referencing the City tax levied upon punch boards and pull tabs. On this same handout the WA State law which allows options for how Cities can tax punch boards and pull tabs was shown. In the City of Auburn, we are currently assessing a 10.0% tax on the gross revenues minus the amount of cash or merchandise awarded. The final handout indicated what other local municipalities (Bellevue, Federal Way, Kent and Renton) are currently assessing on this same tax. Bellevue and Renton are doing a straight 5.0% without regard to any cash/merchandise awarded. Federal Way and Kent assess the 10.0% tax on the gross revenues (minus the cash/merchandise awarded) which is consistent with the City of Auburn process. Committee discussion followed.

C. Project Matrix

A new item of interest was added to the project matrix:

Item 9I: Auto Thefts. Lead is Bob Lee. Review period is every six months. Next report is due at the first meeting in August 2014.

IV. ADJOURNMENT

The meeting was adjourned at 3:52 p.m. The next regular meeting of the Municipal Services committee is scheduled for Monday, February 24, 2014 in Conference Room 3 of City Hall, 25 West Main Street, Auburn, WA.

Signed this _____ day of February, 2014.

Bill Peloza, Chair

Terry Mendoza, Police Secretary/Scribe



AGENDA BILL APPROVAL FORM

Agenda Subject:

February 10, 2014 Minutes

Date:

February 11, 2014

Department:

Planning and Development

Attachments:

[February 10, 2014 Draft Minutes](#)

Budget Impact:

\$0

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

Councilmember: Holman

Staff:

Meeting Date: February 18, 2014

Item Number: PCD.1



**Planning and Community
Development
February 10, 2014 - 5:00 PM
Annex Conference Room 2
MINUTES**

I. CALL TO ORDER

Chair John Holman called the meeting to order at 7:00 p.m. in Annex Conference Room 2 located on the second floor of One Main Professional Plaza, One East Main Street, Auburn, Washington.

A. Roll Call

Chair John Holman, Vice-Chair Largo Wales, and Member Yolanda Trout were present. Also present were Mayor Nancy Backus, Director of Community Development & Public Works Kevin Snyder, Assistant Director of Community Development Services Jeff Tate, Planning Services Manager Elizabeth Chamberlain, Planner Gary Yao, Economic Development Manager Doug Lein, and Planning Secretary Tina Kriss.

Members of the public present were: Auburn Downtown Association Executive Director Laura Westerguard and Robert Whale of the Auburn Reporter.

B. Announcements

C. Agenda Modifications

II. CONSENT AGENDA

A. Minutes - January 27, 2014 (Tate)

Member Trout moved and Vice-Chair Wales seconded to approve the January 27, 2014 Planning and Community Development Committee minutes as written.

Motion carried unanimously. 3-0

III. ACTION

A. Ordinance No. 6501 - Temporary Signs (Yao)

Planner Gary Yao presented the staff report on Ordinance No. 6501, an Ordinance of the City Council of the City of Auburn, Washington, amending Chapter 18.56 of the Auburn City Code and Ordinance No. 6403 as to the effective dates of said ordinance amendments to

Chapter 18.56 of the Auburn City Code relating to temporary signs.

Planner Yao explained, staff discussed the potential extension of the temporary sign provisions with the Planning and Community Development Committee as the lead action committee at its January 27, 2014 regular meeting. The Committee expressed support for the extension of the Ordinance for 2 years to continue supporting local businesses through increased allowances for portable and temporary signs.

Staff discussed the potential extension of the temporary sign provisions with the Public Works Committee on February 3, 2014. The Committee had no major concerns or issues with the possible extension and concurred with the recommendation of the Planning and Community Development Committee.

Per proposed Ordinance No. 6501, the temporary sign provisions would be extended to March 15, 2016. If the Committee is supportive of the Ordinance, Ordinance No. 6501 will be submitted for potential City Council action on February 18, 2014. The Committee was supportive of Ordinance No. 6501.

Member Trout moved and Vice-Chair Wales seconded to recommend City Council adopt Ordinance No. 6501.

Motion carried unanimously. 3-0

IV. DISCUSSION ITEMS

A. Imagine Auburn Update (Chamberlain)

Planning Services Manager Elizabeth Chamberlain provided the staff report to update the Committee on the Comprehensive Plan update status.

The City is required to update its Comprehensive Plan by June 30, 2015. After staff had analyzed our current plan, with the Committee's concurrence, it was determined a major overhaul was needed, including a visioning effort. MIG, Inc was selected as a consultant to assist the City with the visioning work per a consultant agreement approved by City Council on November 4, 2013.

To date, the following work has been completed:

- Stakeholder interviews have been conducted;
- An online-questionnaire has been developed and posted to the City's webpage;
- A specific webpage for the Imagine Auburn visioning work can be located at www.auburnwa.gov/imagineauburn.

- An invitation has been sent to the City's GovDelivery list serve about a neighborhood hosting a visioning workshop or invitation to have City staff attend a HOA meeting; and,
- Facebook and Twitter updates have been posted referencing "Imagine Auburn".

Ms. Chamberlain also reviewed the visioning work schedule with the Committee and explained staff is currently on time with the timeline. In March, staff will provide a presentation to the Committee of the Whole on the draft vision. An additional community outreach meeting will be conducted to share the vision based on the gathered information from the community. In May, once a final vision summary report has been completed, staff will begin the Comprehensive Plan update.

The Committee and staff reviewed the Imagine Auburn webpage and questionnaire. The Committee expressed their appreciation for coordination by staff with MIG, Inc. to complete the visioning work to date and create the logo. The Committee thought the logo sent a positive message for the future of Auburn.

B. Director's Report (Tate)

Jeff Tate, Assistant Director of Community Development Services, provided the following updates to the Committee:

Green River Community College has been issued the building permit for the 56,000 S.F. Student Life building. Indian/Victory Motorcycle of Auburn has been issued a building permit; they will begin construction of a store located off of West Valley Hwy S next to the Hinshaw Motorcycle Store. An O'Reilly Auto Parts store has been issued their permit to begin construction off of A Street SE.

At the February 24, 2014 meeting, staff will be providing a briefing on the floodplain regulations. The City is required to update our regulations this year, there will be a series of discussions on this item. Staff will also be providing an overview of the Department Organization.

The Committee and staff discussed the commercial real estate vacancies and status of those sites. The Committee asked if staff could provide a report showing commercial real estate vacancy statistics and any updates. Economic Development Manager Doug Lein provided an status update on some of the vacancies and stated a report can be provided to the Committee.

C. PCDC Matrix (Tate)

The Committee and staff reviewed the matrix. No changes were

recommended. Staff reported that they will be bringing forward a discussion on Pedestrian Kiosks at a future meeting.

V. ADJOURNMENT

There being no further business to come before the Planning and Community Development Committee, the meeting was adjourned at 5:35 p.m.

DATED THIS _____ day of _____, 2014.

John Holman - Chair

Tina Kriss - Planning Secretary



AGENDA BILL APPROVAL FORM

Agenda Subject:

February 3, 2014 Minutes

Date:

February 10, 2014

Department:

Public Works

Attachments:

[Draft Minutes](#)

Budget Impact:

\$0

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

Councilmember: Osborne

Staff:

Meeting Date: February 18, 2014

Item Number: PW.1



**Public Works Committee
February 3, 2014 - 3:30 PM
Annex Conference Room 2
MINUTES**

I. CALL TO ORDER

Chairman Wayne Osborne called the meeting to order at 3:30 p.m. in Conference Room #2, located on the second floor of Auburn City Hall, One East Main Street, Auburn, Washington.

A. Roll Call

Chairman Wayne Osborne, Vice-Chair Bill Pelozza, and Member Claude DaCorsi were present. Also present during the meeting were: Mayor Nancy Backus, Director of Community Development and Public Works Kevin Snyder, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Assistant Director of Public Works Operations Randy Bailey, City Attorney Dan Heid, Utilities Engineer Dan Repp, Transportation Manager Pablo Para, Street Systems Engineer Jai Carter, Project Engineer Matt Larson, Senior Project Engineer Ryan Vondrak, Finance Director Shelly Coleman, Planner Gary Yao, and Public Works Secretary Jennifer Cusmir.

B. Announcements

There were no announcements.

C. Agenda Modifications

There were no agenda modifications.

II. CONSENT AGENDA

A. Approval of Minutes

It was moved by Vice-Chair Pelozza, seconded by Member DeCorsi, that the Committee approve the Public Works Committee Meeting minutes for date, January 21, 2014.

Motion carried 3-0.

**B. Public Works Project No. CP1301 (Carter)
2013 Citywide Sidewalk Repair Project**

Street Systems Engineer Carter reported that the low bid, from Trinity Contractors, Inc., is \$184,265.00, and the bid is below the engineer's estimate of approximately \$205,000.00.

Street Systems Engineer Carter stated that the project area is over 4 miles in length however, work is being done at spot locations, responding to a question asked by Chairman Osborne.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee recommend City Council award Contract No. 13-20 to Trinity Contractors, Inc. on their low bid of \$184,265.00 for Project No. CP1301, 2013 Citywide Sidewalk Repair Project.

Motion carried 3-0.

C. Public Works Project No. CP0912 (Larson)
Citywide Guardrail Improvements

Project Engineer Larson identified the project area.

Vice-Chair Peloza commented that the guardrail looks great.

Assistant Director of Engineering Services/City Engineer Gaub and Project Engineer Larson answered questions asked by Member DaCorsi regarding line items on the final pay estimate.

Assistant Director of Engineering Services/City Engineer Gaub stated that focus is on the overall percentage of the final pay estimate and noted that line item changes are managed within the authorized contingency provided by City Code.

Assistant Director of Engineering Services/City Engineer Gaub explained that the grant awarded to the project was for construction costs only and the City paid the cost for design, in response to a question asked by Chairman Osborne.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee recommend City Council approve final pay estimate No. 4 to Public Works Contract No. 13-03 in the amount of \$3,718.60 and accept construction of Project CP0912, Citywide Guardrail Improvements Project.

Motion carried 3-0.

III. RESOLUTIONS

A. Resolution No. 5036 (Bailey)
A Resolution of the City Council of the City of Auburn, Washington,
Authorizing the Mayor to Execute a Contract Between the City of
Auburn and the City of Pacific for Decant Facilities Usage

Assistant Director of Public Works Operations Bailey stated that the

contract is an update to an existing contract with the City of Pacific. There were some legal wording changes and some of the fees have been increased in the new contract.

Vice-Chair Peloza asked if there is a weight scale at the Maintenance and Operations facility. Assistant Director of Public Works Operations Bailey confirmed that there is and the scale is used to determine the amount charged to the City of Pacific.

Assistant Director of Public Works Operations Bailey explained that there are limits included in the contract so the City of Auburn will not over impact its facility, in response to a question asked by Member DaCorsi. Bailey stated that the City of Pacific may request additional tonnage and that staff is in the process of obligating a grant to assist with the expansion the City's facility.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee recommend City Council adopt Resolution No. 5036.

Motion carried 3-0.

IV. DISCUSSION ITEMS

A. Resolution No. 5037 (Coleman)

A Resolution of the City Council of the City of Auburn, Washington, Authorizing the Transfer of Funds for the Purpose of Making a Loan or Loans from the General Fund and/or the Cumulative Reserve Fund to a Grant Sustained or Project Focused Special Revenue Fund for up to a Three-Year Period of Time

Finance Director Coleman explained that the resolution is an accounting formality that will loan funds from the General Fund and/or the Cumulative Reserve Fund to some of the City's special revenue funds that are grant funded.

Finance Director Coleman provided the Committee with additional background information regarding past similar loans, following questions asked by Vice-Chair Peloza. Finance Director Coleman described the process for grant reimbursement, in response to questions asked by Member DaCorsi.

Finance Director Coleman explained why interfund loans are done separate from the City budget, following a question asked by Chairman Osborne.

The Committee supported adoption of Resolution of 5037.

B. Airport Storm Fees (Coleman/Repp)

Utilities Engineer Repp distributed a corrected copy of the memo regarding Airport Storm Fees to the Committee.

Repp explained that staff periodically reviews properties in the City and recalculate storm fees based on changes that may have occurred on site, such as the case of the Airport.

Utilities Engineer Repp discussed findings of the review of the Airport property with the Committee. Repp reported that the storm fees for the property will increase based on those findings.

Repp explained how the storm fees are calculated, following questions asked by Vice-Chair Pelosa.

The Committee and staff discussed the impact to the Airport budget.

Staff addressed questions asked by the Committee regarding how other jurisdictions, with airports, calculate storm water fees for commercial properties.

Finance Director Coleman pointed out that the proposed storm fee increases being proposed have been reviewed by Public Works, the Finance Department, and the Legal Department.

Utilities Engineer Repp spoke about the types of permit activities that can trigger a review of storm fees for properties.

The Committee and staff reviewed the map provided by Utilities Engineer Repp.

Utilities Engineer Repp and Finance Director Coleman answered questions asked by the Committee regarding the storm fees charged to lessees by the Airport.

Utilities Engineer Repp explained that the increase of storm fees is an administrative action and the item will be discussed at the Finance Committee Meeting.

Vice-Chair Pelosa asked for copies of the notice going out to property owners to be provided to Councilmembers and the Airport Advisory Board members.

C. Temporary Sign Provisions ACC 18.56 - Signs (Yao)

Planner Yao provided back ground information regarding the temporary sign code to the Committee.

The Committee and Planner Yao discussed sections of the sign code

that need to be reviewed during the next code update.

Planner Yao explained that staff will be considering making the temporary sign provisions permanent during the 2016 code update, following a question asked by Chairman Osborne.

Director of Community Development & Public Works Snyder discussed some potential concerns with making the provisions permanent.

The Committee and staff discussed sign permitting.

The Committee supported extension of the Temporary Sign Provisions ACC 18.56 – Signs.

D. 2014 Arterial Preservation Street Selection Discussion (Carter)

Street Systems Engineer Carter reviewed the 2014 Arterial & Collector Streets map with the Committee.

The map includes the 2014 Arterial & Collector Street project areas list, the rebuild cost of Green River Road, and the average daily traffic counts for each road section included in the project's scope of work to demonstrate why the streets selected by staff were done and why Green River Road was not proposed to be included in the 2014 project list.

The Committee concurred with staff's previously recommended list.

E. 2013 Save Our Streets Year End Report (Carter)

Street Systems Engineer Carter presented the 2013 Save Our Streets Year End Report to the Committee.

Street Systems Engineer Carter proposed changes be made to the Completed SOS Projects map for future reports to make it easier to read and easier to differentiate the conditions of the local street network. The Committee supported the changes proposed by staff.

Street Systems Engineer Carter and Assistant Director of Engineering Services/City Engineer Gaub answered questions asked by Member DaCorsi regarding the pavement management data base and tracking.

F. Alternate Speed Cushion Design (Para)

Transportation Manager Para presented the alternate speed cushion design to the Committee. The speed cushion transition on approach for the new design is less abrupt.

Staff is proposing to use the alternate designs on all new installations of speed cushions going forward.

Chairman Osborne spoke about the possibility of rebuilding existing speed cushions in the future once the new design has been evaluated and if budget allows.

The Committee agreed with using the alternate speed cushion design as proposed by staff.

G. Capital Project Status Report (Sweeting)

Item 2 – C201A – M Street Underpass: Assistant Director of Engineering Services/City Engineer Gaub answered questions asked by the Committee regarding the difference between a Public Works Trust Fund Loan and bonds.

Item 11 – CP12222 – Citywide Traffic Signal Improvements: Senior Project Engineer Vondrak explained that the signals are being manufactured, in response to a question asked by Vice-Chair Pelosa.

Item 12 – CP1301 – 2013 Sidewalk Repair Project: Assistant Director of Engineering Services/City Engineer Gaub noted that the project is currently being awarded.

Items 15 and 16 – CP1118 & CP1119 Auburn Way S Corridor: Assistant Director of Engineering Services/City Engineer Gaub stated that staff presented WSDOT with an option for a pedestrian crosswalk at Fir Street instead of full signalization of the intersection, answering a question asked by Chairman Osborne. Staff will be meeting with the Muckleshoot Indian Tribe to discuss other potential options in early February.

Item 17 – CP0915 – Well 1 Improvements – Well Replacement: Senior Project Engineer Vondrak stated that the change in the project's advertisement date is because the consultant is still addressing comments following the review from the Department of Health, following a question asked by Vice-Chair Pelosa.

H. Significant Infrastructure Projects by Others - Public Works Status Report (Gaub)

The Committee and Assistant Director of Engineering Services/City Engineer Gaub reviewed the Significant Infrastructure Project by Others Report. There were no questions from the Committee.

I. Action Tracking Matrix (Gaub)

The Committee stated that items G and D can be removed from the

matrix.

Transportation Manager Para stated that Item E – Transportation Impact Fee Structure will be included on the Committee of the Whole agenda.

Item H – Crosswalk on 320th Street SE – Night Vision: Transportation Manager Para reported that staff reviewed the accident collision report. The street lights were operational, the accident occurred at night, and the pedestrian was in a crosswalk. The flashing beacons were not operational. The accident report indicated that the cause was the driver's failure to yield to the pedestrian.

Once operational there will be four flashing beacons at the pedestrian crossing, two in each direction.

Vice-Chair Pelosa requested that the item remain on the matrix until the flashing beacons are operational and a note be included in the description that the crosswalk is at Green River Community College.

V. ADJOURNMENT

There being no further business to come before the Public Works Committee, the meeting was adjourned at 4:52 p.m.

Approved this 18th day of February, 2014.

Wayne Osborne, Chairman

Jennifer Cusmir, Public Works Department Secretary



AGENDA BILL APPROVAL FORM

Agenda Subject:

February 3, 2014 Minutes

Date:

February 10, 2014

Department:

Administration

Attachments:

[February 2, 2014 Finance Committee
Minutes](#)

Budget Impact:

\$0

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

Councilmember: Wales

Staff:

Meeting Date: February 18, 2014

Item Number: FN.1



**Finance Committee
February 3, 2014 - 5:00 PM
Annex Conference Room 1
MINUTES**

I. CALL TO ORDER

Chair Largo Wales called the meeting to order at 5:00 p.m. in Annex Conference Room 1 located on the second floor of the City Hall Annex located at One East Main Street.

A. Roll Call

Chair Wales, Vice Chair John Holman, and Member Yolanda Trout were present.

Officials and staff members in attendance during the meeting included: Mayor Nancy Backus, Finance Director Shelley Coleman, City Attorney Dan Heid, Director of Community Development and Public Works Kevin Snyder, Assistant Director of Maintenance and Operations Randy Bailey, Utilities Engineer Dan Repp, Interim Human Resources Director Rob Roscoe and City Clerk Danielle Daskam.

B. Announcements

There was no announcement.

C. Agenda Modifications

There was no agenda modification.

II. CONSENT AGENDA

A. Minutes of the January 21, 2014 meeting

Vice Chair Holman moved and Member Trout seconded to approve the minutes as distributed.

MOTION CARRIED UNANIMOUSLY. 3-0

B. 2013 Claims Vouchers (Coleman)

Claims voucher numbers 427123 through 427201 in the amount of \$703,843.27 and dated February 3, 2014.

Committee members reviewed the 2013 and 2014 claims vouchers and the payroll vouchers.

Vice Chair Holman moved and Member Trout seconded to approve

and forward the 2013 and 2014 claims vouchers and payroll vouchers to the full Council for consideration.

MOTION CARRIED UNANIMOUSLY. 3-0

- C. 2014 Claims Vouchers (Coleman)
Claims voucher numbers 427121 through 427122 and voucher numbers 427127 through 427352 in the amount of \$902,658.18 and dated February 3, 2014.

See 2013 claims vouchers above for approval of 2014 claims vouchers.

- D. Payroll Vouchers (Coleman)
Payroll check numbers 534456 through 534490 in the amount of \$275,969.29, and electronic deposit transmissions in the amount of \$1,312,418.76, for a grand total of \$1,588,388.05 for period covering January 16, 2014 to January 29, 2014.

See 2013 claims vouchers above for approval of payroll vouchers.

III. ORDINANCES

- A. Ordinance No. 6494 (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 2014

Finance Director Coleman presented Ordinance No. 6494. The Ordinance was reviewed by the Finance Committee on January 21, 2014. The Ordinance authorizes a credit against the State of Washington's sales tax for local revitalization financing. The City is able to collect up to \$250,000.00 annually to assist in servicing the debt issued for the Promenade Project.

Vice Chair Holman moved and Member Trout seconded to approve and forward Ordinance No. 6494 to the full Council for consideration.

MOTION CARRIED UNANIMOUSLY. 3-0

IV. RESOLUTIONS

- A. Resolution No. 5032 (Coleman)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the City of Auburn to impose a Sales and Use Tax as authorized by RCW 82.14.415 as a credit against State Sales and Use Tax relating to annexations

Director Coleman presented Resolution No. 5032. The resolution authorizes a 0.1 percent credit against state sales tax to mitigate the cost of annexation of the Lea Hill area.

Vice Chair Holman moved and Member Trout seconded to approve and forward Resolution No. 5032 to the full Council for consideration.

MOTION CARRIED UNANIMOUSLY. 3-0

V. DISCUSSION ITEMS

- A. Ordinance No. 6483 (Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, amending Section 6.04.010 of the Auburn City Code relating to animal control licensing

Director Coleman presented Ordinance No. 6483. The ordinance is an amendment to Auburn City Code Section 6.04.010. The ordinance would make proof of rabies not a requirement to license a pet.

Member Trout asked why the City is considering the change. Director Coleman explained the State has a requirement for rabies vaccination. The City has seen a large decrease in pet licensing. The requirement to show proof of rabies vaccination has made it more difficult for some citizens to license their pet.

Chair Wales stated the Western Washington area does not have a large problem with rabies and citizens of Auburn will have an easier time licensing their pets when the ordinance is in effect.

- B. Resolution No. 5037 (Coleman)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the transfer of funds for the purpose of making a loan or loans from the General Fund and/or the Cumulative Reserve Fund to a grant sustained or project focused Special Revenue Fund for up to a three-year period of time

Director Coleman introduced Resolution No. 5037. The Resolution would allow the City to make interfund loans from the General Fund or the Cumulative Reserve fund to cover grant funds that have not yet been disbursed.

- C. Resolution No. 5036 (Snyder)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a contract between the City of Auburn and the City of Pacific for decant facilities usage

Assistant Director of Maintenance and Operations Bailey introduced Resolution No. 5036. Resolution No. 5036 authorizes an agreement with the City of Pacific for decant services and is a renewal of an ongoing agreement.

Chair Wales questioned the size of the decant facility, its capacity,

and how close the City is to reaching maximum capacity. Assistant Director Bailey explained the total capacity of material is 150 yards. Currently the City contracts with Waste Management to dump the facility three to four times a year. If the cities of Algona and Pacific brought in their total contracted amount, it would comprise then twenty percent of overall use. Chair Wales confirmed the City would not incur additional costs related to this agreement.

Vice Chair Holman inquired as to the potential for another City bringing in hazardous materials. Assistant Director Bailey explained the process of the decant facility and testing of materials. If material is found to be hazardous, the partner city will be required to assist in the cost of any clean up.

D. Council Survey (Roscoe)

Interim Human Resources and Risk Management Director Roscoe explained he had been asked to provide the Committee with a Council salary survey. He explained each spreadsheet which included comparables from surrounding cities and included salary, other pay, and benefits information.

Chair Wales said she wanted to look at Council compensation now and stated the issue may be brought up at a future Committee of the Whole meeting.

Member Trout stated the information is useful.

Vice Chair Holman spoke regarding the ways in which the Council compensation can be changed. The Council can review and establish its own compensation or create a Compensation Commission to establish compensation levels.

E. Airport Stormwater Billing

Utilities Engineer Repp explained Public Works staff periodically review the rates charged by the utility. The rate the airport pays has not been adjusted since the stormwater fund was put into place. The City has made improvements and many changes have been made at the airport. The utility performed a detailed analysis of the impervious surfaces at the airport and applied the current billing rates. The City created a classification for the airport considering all of the special circumstances surrounding the airport. The rate will increase significantly due to the new analysis.

Chair Wales asked when the billing change will take effect. Utilities Engineer Repp stated it will take effect during the next billing cycle. Director Coleman explained the City has provided credits to the airport for every possible exemption.

Member Trout confirmed the City has compared the new rate with other airport rates.

Vice Chair Holman asked what classes define the primary occupants of the airport. Utilities Engineer Repp stated the City has non-single family, water quality treatment class, detention and water quality treatment.

City Attorney Heid explained the report is for the Committee's information only. No action is required.

VI. ADJOURNMENT

There being no further business to come before the Committee, the meeting adjourned at 5:40 p.m.

APPROVED this ____ day of February, 2014.

Largo Wales, Chair

Danielle Daskam, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

February 3, 2014 Meeting Minutes

Date:

February 10, 2014

Department:

Administration

Attachments:

[February 3, 2014 City Council Minutes](#)

Budget Impact:

\$0

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

Meeting Date: February 18, 2014

Staff:

Item Number: CA.A



**City Council Meeting
February 3, 2014 - 7:30 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

A. Flag Salute

Mayor Nancy Backus called the meeting to order at 7:30 p.m. and led those in attendance in the Pledge of Allegiance.

B. Roll Call

City Councilmembers present: Deputy Mayor Wagner, Bill Peloza, Largo Wales, Wayne Osborne, John Holman, Claude DaCorsi, and Yolanda Trout.

Department directors and staff members present: City Attorney Daniel B. Heid, Police Commander Steve Stocker, Engineering Aide Amber Mund, Community Development and Public Works Director Kevin Snyder, Assistant Director of Engineering Services and City Engineer Ingrid Gaub, Director of Administration Michael Hursh, Public Affairs and Marketing Liaison Dana Hinman, Parks, Arts and Recreation Director Daryl Faber, Finance Director Shelley Coleman; Assistant Director of Community Development Services Jeff Tate, and City Clerk Danielle Daskam.

C. Announcements, Appointments, and Presentations

1. Goodwill Ambassadors Proclamation

Mayor Backus to proclaim Miss Auburn Scholarship Program's 2014 title holders: Jacque Guyette, Miss Auburn 2014 and Vivian Dao, Miss Auburn's Outstanding Teen 2014, as "GOODWILL AMBASSADORS FOR THE CITY OF AUBURN"

Mayor Backus read and presented a proclamation designating 2014 Miss Auburn Jacque Guyette and 2014 Miss Auburn's Outstanding Teen Vivian Dao as "Goodwill Ambassadors for the City of Auburn."

Mayor Backus congratulated each young lady for their accomplishments. Miss Auburn Jacque Guyette and Miss Auburn's Outstanding Teen Vivian Dao thanked Mayor Backus, the Council and the community for their support, and each spoke regarding their platform and their gratitude and anticipation

to serve as goodwill ambassadors for the City.

2. Appointments to Cemetery Board
City Council to confirm the reappointment of the following to the Cemetery Board, for a new three year term to expire December 31, 2016:

1. Warren Olson

2. Robert Rakos

Deputy Mayor Wagner moved and Councilmember Peloza seconded to confirm the reappointment of Warren Olson and Robert Rakos to the Cemetery Board.

MOTION CARRIED UNANIMOUSLY. 7-0

3. Appointments to Parks and Recreation Board

City Council to confirm the appointment of the following to the Parks and Recreation Board, for a new three year term to expire December 31, 2016:

1. Joseph Bauman

City Council to confirm the reappointment of the following to the Parks and Recreation Board, for a new three year term to expire December 31, 2016:

1. David Domenowske

Deputy Mayor Wagner moved and Councilmember Peloza seconded to confirm the appointment of Joseph Bauman to the Parks and Recreation Board.

MOTION CARRIED UNANIMOUSLY. 7-0

Deputy Mayor Wagner moved and Councilmember Peloza seconded to confirm the reappointment of David Domenowske to the Parks and Recreation Board.

MOTION CARRIED UNANIMOUSLY. 7-0

4. Appointment to Human Services Committee

City Council to confirm the reappointment of the following to the Human Services Committee for a new three year term to expire December 31, 2016:

1. Barbara Derda

Deputy Mayor Wagner moved and Councilmember Peloza seconded to confirm the reappointment of Barbara Derda to the Human Services Committee.

MOTION CARRIED UNANIMOUSLY. 7-0

5. Appointments to Transportation, Transit and Trails Committee

City Council to confirm the appointment of the following to the Transportation, Transit and Trails Committee for a new three year term to expire December 31, 2016:

1. John Daniels, Jr.

2. Jim Fletcher

Deputy Mayor Wagner moved and Councilmember Peloza seconded to confirm the appointment of John Daniels, Jr. and Jim Fletcher to the Transportation, Transit and Trails Committee.

MOTION CARRIED UNANIMOUSLY. 7-0

D. Agenda Modifications

There was no change to the agenda.

II. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

1. Public Hearing on Application from T-Mobile West for Telecommunications Franchise (Osborne/Mund)
City Council to conduct a public hearing to receive public comments, proposals and suggestions on Ordinance No. 6491, granting T-Mobile West LLC, a Delaware Limited Liability Company, a franchise for telecommunications

Engineering Aide Amber Mund presented the staff report on the application from T-Mobile West for a telecommunications franchise for existing telecommunications system within the City's rights-of-way on the West Hill. T-Mobile West's facilities were originally installed under a right-of-way use permit issued by King County prior to the area being annexed to the city.

The new franchise agreement with T-Mobile will bring them in compliance with City Code and allow them to obtain construction permits so that they can make repairs, upgrades and improvements to their existing facilities. At this time, no new facilities are anticipated.

Mayor Backus opened the public hearing at 7:42 p.m. No one present requested to speak regarding the franchise application, and the hearing was closed.

B. Audience Participation

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

Will Knedlik, Box 99, Kirkland, WA

Mr. Knedlik spoke on behalf of Eastside Transit Riders United. He spoke in support of funding for Metro Transit services and King County Executive Constantine's proposal to increase and stabilize revenue sources for transit funding. Mr. Knedlik also spoke particularly regarding the need to make transit services more affordable to the poor and the need to make any transit tax fully equitable to both south and east county residents.

Steve Moore, 21 49th Street NE, Auburn

Mr. Moore spoke regarding the City's mandatory solid waste service. As a retiree, he requested assistance in reducing his solid waste service expense. Finance Director Coleman explained that a minimum solid waste service (10 gallon) is required in the city. Director Coleman offered to have staff contact him to make arrangements to have Mr. Moore's unused garbage tote picked up.

Giovanni DiQuattro, 112 East Main Street, Auburn

Mr. DiQuattro, owner of the Rainbow Cafe at 112 East Main Street, stated he spoke on behalf of his patrons who are members of the Auburn Classes of 1949, 1956, and 1964. He requested the City's help in accommodating the need for accessible parking for some of his elderly customers.

Mayor Backus reported that the City is looking at options for parking in the vicinity of Mr. DiQuattro's business.

Sveva Willer, 1408 11th Street NE, Auburn

Sveva Willer, with the help of her mother, requested Deputy Mayor Wagner bring his popcorn cart to a fundraiser carnival at her school, Dick Scobee Elementary. Deputy Mayor Wagner requested that Ms. Willer contact him with the event date.

Veronica Willer, 1408 11th Street NE, Auburn

Ms. Willer spoke regarding street striping in the city. Ms. Willer urged the City to restripe C Street SW and M Street SE. Ms. Willer also expressed concern with inadequate street lighting in her neighborhood. Ms. Willer also questioned the status of the community

center project and how she could get more information on the project.

C. Correspondence

There was no correspondence for Council review.

III. COUNCIL COMMITTEE REPORTS

A. Municipal Services

Chair Pelosa reported the Municipal Services Committee met on January 27, 2014. The Committee reviewed Ordinance No. 6483 relating to pet licensing and removing the requirement to show proof of rabies vaccination, Resolution No. 5025 authorizing the acceptance of a grant from King County for the waste reduction and recycling program, and Resolution No. 5026 relating to the 2014 Local Hazardous Waste Management Program. The Committee discussed the red light photo enforcement program, animal control and pet licensing, SCORE population statistics, the golf course financial review, the cemetery financial review, and the Committee's matrix. The next regular meeting of the Municipal Services Committee is scheduled for February 10, 2014 at 3:30 p.m.

B. Planning & Community Development

Chair Holman reported the Planning and Community Development Committee met January 27, 2014. The Committee received a report from the Human Services Committee relating to the work and goals of the Human Services Committee. The Committee also discussed temporary sign provisions, rental housing regulations, an update on the construction of the new Trek Apartments, business licensing, and pedestrian kiosks. The next regular meeting of the Planning and Development Committee is scheduled for February 10, 2014 at 5:00 p.m.

C. Public Works

Chair Osborne reported the Public Works Committee met this afternoon. The Committee reviewed the contract award for Public Works Project No. CP1301, the 2013 Citywide Sidewalk Repair Project, and the final pay estimate for Public Works Project CP0912, the Citywide Guardrail Improvements. The Committee also reviewed Resolution No. 5036 authorizing a contract with the City of Pacific for decant services. The Committee discussed Resolution No. 5037 relating to interfund loans, the airport's storm drainage fees, temporary sign provisions, arterial street improvement selections, the year end report for the Save Our Streets Program, and the capital project status report. The next regular meeting of the Public Works Committee is scheduled for February 18, 2014 at 3:30 p.m.

D. Finance

Chair Wales reported the Finance Committee met this evening at 5:00. The Committee reviewed 2013 claims vouchers in the amount of approximately \$700,000.00, 2014 claims vouchers in the approximate amount of \$900,000.00 and payroll vouchers in the approximate amount of \$1.5 million. The Committee also reviewed Ordinance No. 6494 relating to Local Sales and Use Tax for local revitalization financing for 2014 and Resolution No. 5032 relating to a sales tax credit for Lea Hill annexation mitigation. The Committee discussed Ordinance No. 6483 relating to animal control licensing, Resolution No. 5037 relating to interfund loans, Resolution No. 5036 authorizing an agreement with City of Pacific for decant services, and Council salaries and compensation. The next regular meeting of the Finance Committee is scheduled for February 18, 2014 at 5:00 p.m.

E. Les Gove Community Campus

Chair Wagner reported the Les Gove Community Campus Committee met January 22, 2014. The Committee discussed the schedule for the building construction, status of the building drawings, a lighting study and acoustical design, a campus security plan, the existing restroom at Les Gove Community Campus, use of alcohol at the community center, the upcoming citizen survey, a traffic analysis, project budget items not included in original community center estimate, re-orienting the community center facility on the site, and LEED certification. The next regular meeting of the Les Gove Community Campus Committee meeting is scheduled for February 26, 2014.

F. Council Operations Committee

The next regular meeting of the Council Operations Committee is scheduled for February 26, 2014.

IV. 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 January 21, 2014 regular meeting
- B. 2013 Claims Vouchers (Wales/Coleman)
Claims voucher numbers 427123 through 427201 in the amount of \$703,843.27 and dated February 3, 2014.
- C. 2014 Claims Vouchers (Wales/Coleman)
Claims voucher numbers 427121 through 427122 and voucher numbers 427127 through 427352 in the amount of \$902,658.18 and dated February 3, 2014.

- D. Payroll Vouchers (Wales/Coleman)
Payroll check numbers 534456 through 534490 in the amount of \$275,969.29, and electronic deposit transmissions in the amount of \$1,312,418.76, for a grand total of \$1,588,388.05 for period covering January 16, 2014 to January 29, 2014.
- E. Public Works Project No. CP0912 (Osborne/Snyder)
City Council approve Final Pay Estimate No. 4 for Contract No. 13-03 in the amount of \$3,718.60 and accept construction of Project No. CP0912 Citywide Guardrail Improvements
- F. Public Works Project No. CP1301 (Osborne/Snyder)
City Council to award Contract No. 13-20 with Trinity Contractors, Inc on their low bid of \$184,265.00 for Project No. CP1301, 2013 Citywide Sidewalk Repair Project

Deputy Mayor Wagner moved and Councilmember Peloza seconded to approve the Consent Agenda.

The Consent Agenda includes claims and payroll vouchers and Public Works Project Nos. CP0912 and CP1301.

MOTION CARRIED UNANIMOUSLY. 7-0

V. UNFINISHED BUSINESS

There was no unfinished business.

VI. NEW BUSINESS

There was no new business.

VII. ORDINANCES

- A. Ordinance No. 6483 (Peloza/Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, amending Section 6.04.010 of the Auburn City Code relating to animal control licensing

Councilmember Peloza moved and Councilmember Osborne seconded to introduce and adopt Ordinance No. 6483.

Ordinance No. 6483 repeals the rabies certification requirement for the purpose of pet licensing.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Ordinance No. 6494 (Wales/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 2014

Councilmember Wales moved and Councilmember Holman seconded to introduce and adopt Ordinance No. 6494.

Ordinance No. 6494 levies a sales tax credit against state sales tax for local revitalization financing.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. RESOLUTIONS

- A. Resolution No. 5025 (Peloza/Coleman)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the acceptance of grant funds in the amount of Thirty-six Thousand Two Hundred Sixty-four Dollars (\$36,264.00), and authorizing the Mayor to execute an interlocal agreement between King County and the City of Auburn to accept said funds for implementation of the 2014 Waste Reduction and Recycling grant program

Councilmember Peloza moved and Councilmember Osborne seconded to adopt Resolution No. 5025.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Resolution No. 5026 (Peloza/Coleman)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a services contract with the Seattle-King County Department of Public Health for reimbursement of funds related to 2014 Local Hazardous Waste Management program activities

Councilmember Peloza moved and Councilmember Osborne seconded to adopt Resolution No. 5026.

MOTION CARRIED UNANIMOUSLY. 7-0

- C. Resolution No. 5031 (Holman/Snyder)
A Resolution of the City Council of the City of Auburn, Washington adopting the Comprehensive Downtown Parking Management Plan (CDPMP) for parking policy development and implementation in downtown Auburn

Councilmember Holman moved and Councilmember Wales seconded to adopt Resolution No. 5031.

Councilmember Holman commended Planning Services Manager Chamberlain and Planner Yao for their work on the Comprehensive Downtown Parking Management Plan, which will guide parking policy development and implementation in the downtown area.

MOTION CARRIED UNANIMOUSLY. 7-0

- D. Resolution No. 5032 (Wales/Coleman)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the City of Auburn to impose a Sales and Use Tax as authorized by RCW 82.14.415 as a credit against State Sales and Use Tax relating to annexations

Councilmember Wales moved and Councilmember Holman seconded to adopt Resolution No. 5032.

Resolution No. levies a 0.1 percent sales tax credit against the state sales tax to mitigate costs association with the annexation of Lea Hill.

MOTION CARRIED UNANIMOUSLY. 7-0

- E. Resolution No. 5036 (Osborne/Snyder)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a contract between the City of Auburn and the City of Pacific for decant facilities usage

Councilmember Osborne moved and Councilmember Peloza seconded to adopt Resolution No. 5036.

Resolution No. 5036 authorizes an agreement with the City of Pacific for decant services.

MOTION CARRIED UNANIMOUSLY. 7-0

IX. **REPORTS**

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

A. **From the Council**

Councilmember Wagner reported on his attendance at meeting regarding Downtown Development sponsored by the Chamber of Commerce, the Muckleshoot Indian Tribe's tour of SR164 and Auburn Way South area together with Washington State Department of Transportation Secretary Lynn Peterson, the Auburn Valley Humane Society recognition of its 117 charter members, and the Association of Washington Cities Legislative Action Days where Councilmembers visited with the legislators from the 30th, 31st and 47th Legislative Districts.

Councilmember DaCorsi reported on his attendance at the Master Builders Elected Officials event, the Association of Washington Cities Legislative Action Days, and a workshop on homelessness sponsored

by the South King County Coalition on Homelessness.

Councilmember Holman reported on his attendance at the South Correctional Entity (SCORE) Board meeting, the Washington State Forensics Investigation Council meeting, the Puget Sound Latino Chamber of Commerce meeting, and the Michael Powers performance at the Auburn Avenue Theater.

Councilmember Peloza reported on his attendance at the South County Area Transportation Board meeting, the Water Resource Inventory Area (WRIA) 9 Committee meeting, the Regional Policy Committee meeting, the Auburn International Farmers Market Board meeting, the Association of Washington Cities Legislative Conference, and the Auburn Valley Humane Society open house.

Councilmember Osborne reported on his attendance at the Regional Water Quality Committee meeting at the Brightwater Treatment Plant and the Association of Washington Cities Legislative Conference.

Councilmember Trout reported on her attendance at the Master Builders Elected Officials event, the Miss Auburn Scholarship Pageant, the Puget Sound Latino Chamber of Commerce meeting, the Association of Washington Cities Legislative Conference, and a homelessness workshop sponsored by the South King County Coalition on Homelessness.

B. From the Mayor

Mayor Backus reported on her attendance at the King County Council meeting to speak on the importance of the Transportation Benefit District, a meeting with 7th and 8th grade students visiting from South Korea, the one night count for homelessness, the Auburn School District "We Day" events, a meeting with Dr. Kipp Herren, Auburn School District Superintendent, a Kiwanis Club meeting, and a neighborhood meeting.

X. EXECUTIVE SESSION

At 9:15 p.m., Mayor Backus recessed the meeting for a five minute intermission and then to executive session for approximately forty minutes in order to discuss pending/potential litigation and purchase or sale of real property pursuant to RCW 42.30.110(1)(b) and (i). Mayor Backus indicated action may follow the executive session. Department directors and staff required for the executive session included City Attorney Heid, Director of Administration Hursh, Community Development and Public Works Director Snyder, Finance Director Coleman, Parks, Arts and Recreation Director Faber, Assistant Director of Engineering Services Gaub, and Assistant Director of Community Development Services Tate.

At 10:00 p.m. and 10:09 p.m., the executive session was extended an additional ten minutes each time.

Mayor Backus reconvened the meeting at 10:23 p.m.

City Attorney Heid read the title of Resolution No. 5042:

Resolution No. 5042

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement between the City of Auburn and the lowest responsible bidder for Public Works Contract Number 13-21, Project Number CP1303, City Hall Remodel, Phase 2

Councilmember Holman moved and Councilmember Wales seconded to adopt Resolution No. 5042.

The Resolution authorizes a contract to continue the remodel of City Hall.

MOTION CARRIED UNANIMOUSLY. 7-0

XI. ADJOURNMENT

There being no further business to come before the City Council, the meeting adjourned at 10:24 p.m.

APPROVED this _____ day of February, 2014

Nancy Backus, Mayor

Danielle Daskam, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers

Date:

February 10, 2014

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

Approve Claims Vouchers.

Background Summary:

Claims voucher number 427353 through 427533 in the amount of \$1,563,106.60 and three wire transfers in the amount of \$18,812.31 and dated February, 18 2014.

Reviewed by Council Committees:

Councilmember: Wales

Staff: Coleman

Meeting Date: February 18, 2014

Item Number: CA.B



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers

Date:

February 10, 2014

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

Approve Payroll Vouchers

Background Summary:

Payroll check numbers 534491 through 534523 in the amount of \$841,639.11, electronic deposit transmissions in the amount of \$1,274,365.38 for a grand total of \$2,116,004.48 for the period covering January 30, 2014 to February 12, 2014.

Reviewed by Council Committees:

Councilmember: Wales

Staff: Coleman

Meeting Date: February 18, 2014

Item Number: CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1202

Date:

February 11, 2014

Department:

Public Works

Attachments:

[Budget Status Sheet](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council grant permission to enter into Amendment No. 2 to Consultant Agreement No. AG-C-425 with KPG, Inc. for engineering services for Project No. CP1202 Auburn Way South Flooding Imp Phase II.

Background Summary:

The City's Auburn Way South Flooding Imp. - Phase II project will design and construct storm water drainage improvements along 17th Street SE, from the point of termination of the Phase I project at 17th St SE/K Street SE, westerly along 17th Street SE, to the A Street SE Infiltration Pond. From this point west, approximately 3,100 LF of larger diameter pipe will replace the existing lines in 17th St. SE. Existing pipe flows at J St. SE and B St. SE will re-routed to the 17th Street SE drainage system. This project also includes deepening the existing 17th and A Street SE infiltration pond to provide additional storm water storage.

Amendment No. 2 adds the design of additional utility replacements to the Consultant Agreement that were not included in the original project scope. The need for these utility replacements were discovered during the preliminary design and include: 1,500 linear feet of sanitary sewer replacement, replacement of 3 sanitary sewer manholes, replacement of 22 side sewer services, replacement of 3,400 linear feet of water main replacement, laterals, and water services.

The Not-to-be-Exceeded amount of this amendment is \$77,000.00, which increases the agreement total to \$342,000.00.

A project budget increase of \$898,762.00 within the 430 Water Utility Fund will be necessary to fund the design and construction of the water main replacement, however it will not require a budget adjustment due to reduction in scope and costs of Project No. CP1107, Fulmer Field Improvements; the budgeted expenditures in the 430 Water Utility

Fund will not be exceeded this year.

Reviewed by Council Committees:

Public Works

Councilmember: Osborne

Staff: Snyder

Meeting Date: February 18, 2014

Item Number: CA.D

BUDGET STATUS SHEET

Project No: CP1202	Project Title: Auburn Way South Flooding Imp. - Ph II
Project Manager: Robert Lee	

Initiation Date: 8/19/2013
 Advertisement Date: _____
 Award Date: _____

- ☒ **Consultant Agreement Amendment**
☐ **Permission to Advertise**
☐ **Contract Award**
☐ **Change Order Approval**
☐ **Contract Final Acceptance**

Date: February 11, 2014

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

Funds Budgeted (Funds Available)

Funding	Prior Years	2013 (actual)	2014	Future Years	Total
430 Fund - Water	0	0	0	0	0
431 Fund - Sewer	0	154	359,846	0	360,000
432 Fund - Storm	0	81,608	1,556,392	0	1,638,000
Total	0	81,762	1,916,238	0	1,998,000

Estimated Cost (Funds Needed)

Activity	Prior Years	2013 (actual)	2014	Future Years	Total
Design Engineering - City Costs	0	14,283	25,000	0	39,283
Design Engineering - Consultant Costs	0	67,479	274,521	0	342,000
Construction Estimate	0	0	2,060,000	0	2,060,000
Project Contingency (15%)	0	0	309,000	0	309,000
Construction Engineering - City Costs	0	0	30,000	0	30,000
Construction Engineering - Consultant Costs	0	0	25,000	0	25,000
Total	0	81,762	2,723,521	0	2,805,283

430 Water Budget Status

	Prior Years	2013 (actual)	2014	Future Years	Total
*430 Funds Budgeted ()	0	0	0	0	0
430 Funds Needed	0	0	898,762	0	898,762
*430 Fund Project Contingency ()	0	0	0	0	0
430 Funds Required	0	0	898,762	0	898,762

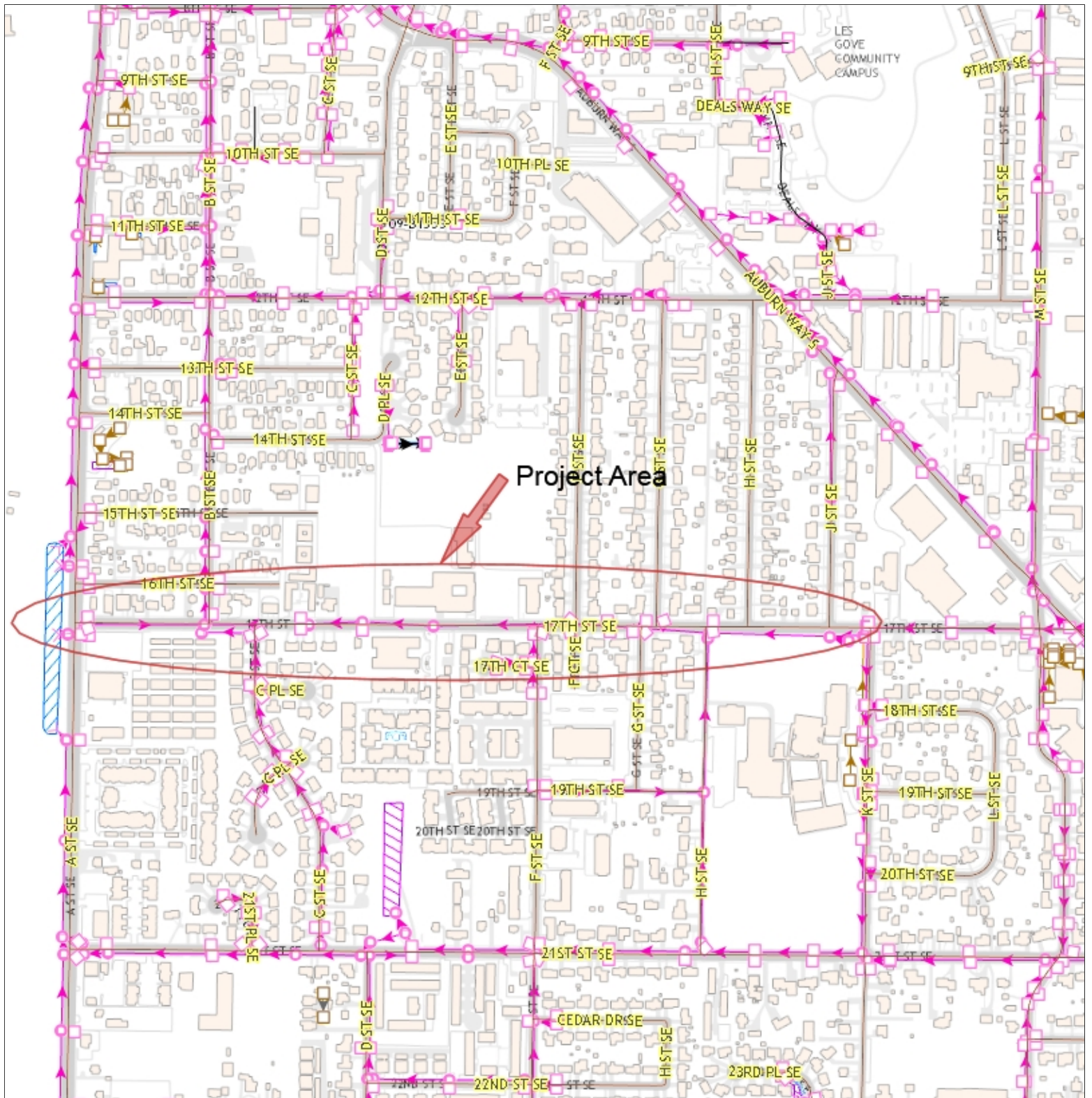
431 Sewer Budget Status

	Prior Years	2013 (actual)	2014	Future Years	Total
*431 Funds Budgeted ()	0	(154)	(359,846)	0	(360,000)
431 Funds Needed	0	154	354,058	0	354,212
*431 Fund Project Contingency ()	0	0	(5,788)	0	(5,788)
431 Funds Required	0	0	0	0	0

432 Storm Budget Status

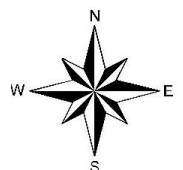
	Prior Years	2013 (actual)	2014	Future Years	Total
*432 Funds Budgeted ()	0	(81,608)	(1,556,392)	0	(1,638,000)
432 Funds Needed	0	81,608	1,470,701	0	1,552,309
*432 Fund Project Contingency ()	0	0	(85,691)	0	(85,691)
432 Funds Required	0	0	0	0	0

CP1202 - AWS Flooding - Ph 2



Printed Date:1/11/2013
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.





AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1207

Date:

February 12, 2014

Department:

Public Works

Attachments:

[Budget Status Sheet](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Change Order No. 01 in the amount of \$231,110.03 to Contract No. 13-10 for work on Project No. CP1207 D Street Utility Improvements.

Background Summary:

The 'D' Street Utility Improvements project includes the construction of storm drainage, sanitary sewer and water improvements along D St. NE between Auburn Way North (AWN) and S. 277th St. Water improvements consist of extending a new 12" ductile iron water main along D St. NE from AWN to 49th St NE to replace an existing 6" asbestos-cement water line. Sanitary sewer improvements include decommissioning the D St. NE sewer pump station and replacing it with a gravity conveyance system, consisting of a new 12" sanitary sewer main along D St. NE from AWN to S. 277th St. Storm drainage improvements include replacing and upsizing the existing 30" storm line with a new 36" storm line along D St. NE from AWN to S. 277th St.

Change Order No. 01 covers the costs for bid quantity over runs for unsuitable foundation excavation and pipe trench backfill material to address unstable soils within the project limits. Change Order No. 01 also includes other measures to install pipe within these unstable soils, such as foundation fabric wrap, concrete sleds, and changing pipe material from PVC to ductile iron.

A project increase of \$80,144.00 within the 431 Sewer Fund will be necessary, however it will not require a budget adjustment since it is anticipated that the budgeted expenditures in the Sewer Capital Fund will not be exceeded this year.

A project increase of \$98,500.00 within the 432 Storm Fund will be necessary, however it will not require a budget adjustment since it is anticipated that the budgeted expenditures in the Storm Capital Fund will not be exceeded this year.

Reviewed by Council Committees:

Public Works

Councilmember: Osborne

Staff: Snyder

Meeting Date: February 18, 2014

Item Number: CA.E

BUDGET STATUS SHEET

Project No: **CP1207**

Project Title: **D Street Utility Improvements Project**

Project Manager: Kim Truong

Date: February 10, 2014

Initiation Date: 01/22/2013

Advertisement Date: 07/15/2013

Award Date: 09/09/2013

- ☐ Project Initiation
- ☐ Permission to Advertise
- ☐ Contract Award
- ☒ Change Order Approval
- ☐ Budget Status Update

Funds Budgeted (Funds Available)

Funding	Prior Years	2012	2013	2014	Total
430 Fund - Water		9,374	332,826		342,200
431 Fund - Sewer		15,610	634,393		650,003
432 Fund - Storm Drainage		17,014	652,986		670,000
Total	0	41,998	1,620,205	0	1,662,203

Estimated Cost (Funds Needed)

Activity	Prior Years	2012	2013	2014	Total
Design Engineering - City Costs		41,998	58,685		100,683
Design Engineering - Consultant Costs			13,889	284	14,172
Permits/Misc.			2,880	894	3,774
Construction Contract Bid			325,214	996,358	1,321,572
Change Order #1				231,110	231,110
Project Contingency				35,000	35,000
Construction Engineering - Consultant Costs			42,984	15,940	58,924
Construction Engineering - City Costs			35,442	40,169	75,611
Total	0	41,998	479,094.05	1,319,755.01	1,840,847

430 Water Budget Status

	Prior Years	2012	2013	2014	Total
*430 Funds Budgeted ()	0	(9,374)	(332,826)	0	(342,200)
430 Funds Needed	0	9,374	75,773	257,053	342,200
*430 Fund Project Contingency ()	0	0	(257,053)	0	0
430 Funds Required	0	0	0	257,053	0

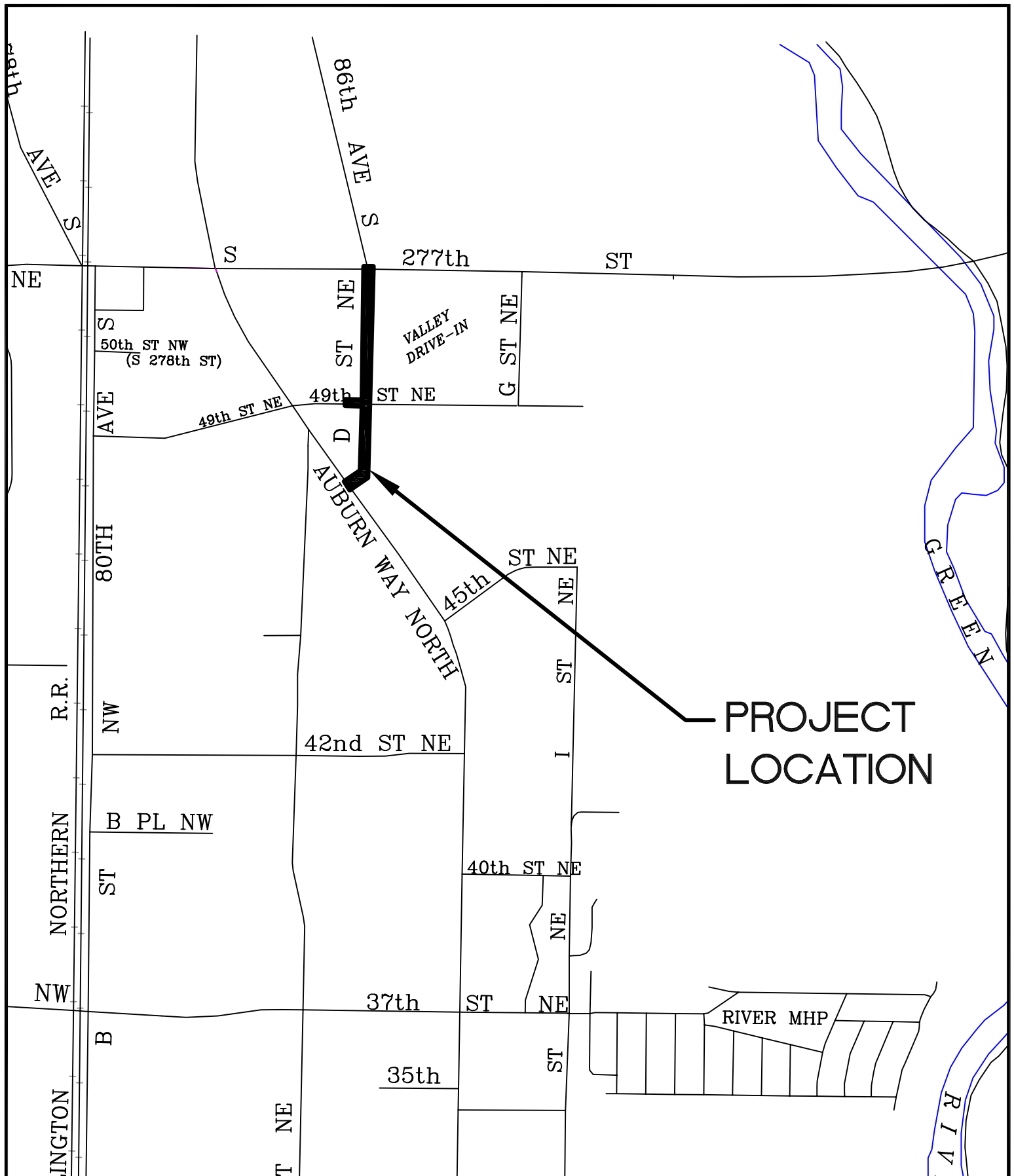
431 Sewer Budget Status

	Prior Years	2012	2013	2014	Total
*431 Funds Budgeted ()	0	(15,610)	(634,393)	0	(650,003)
431 Funds Needed	0	15,610	295,777	418,760	730,147
*431 Fund Project Contingency ()	0	(0)	(338,616)	0	0
431 Funds Required	0	0	0	418,760	80,144

432 Storm Budget Status

	Prior Years	2012	2013	2014	Total
*432 Funds Budgeted ()	0	(17,014)	(652,986)	0	(670,000)
432 Funds Needed	0	17,014	107,544	643,942	768,500
*432 Fund Project Contingency ()	0	(0)	(545,442)	0	0
432 Funds Required	0	0	0	643,942	98,500

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



D ST UTILITIES IMPROVEMENTS PROJECT



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1302

Date:

February 11, 2014

Department:

Public Works

Attachments:

[Budget Status Sheet](#)

[Final Pay Estimate](#)

[Vicinity Maps](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Final Pay Estimate No. 5 to Contract No. 13-06 in the amount of \$4,454.00 and accept construction of Project No. CP1302, 2013 Pavement Patching, Chipseal, and Overlay Project.

Background Summary:

The 2013 Pavement Patching, Chipseal and Overlay Project rehabilitated deficient pavement on approximately 7.7 miles of streets throughout the City as part of both the 2013 Arterial/Collector Pavement Preservation Program and the 2013 Save Our Streets Program. This rehabilitation was accomplished by using three different types of pavement preservation treatments as follows:

Pavement Patching

This project performed a pavement patching treatment (removing and replacing areas of damaged pavement) on 1.1 mile of arterial and collector streets as part of the City's Arterial and Collector Street Pavement Preservation Program.

Chipsealing

This project performed a double chipseal treatment on 4.0 miles of arterial and collector streets as part of the City's Arterial and Collector Street Pavement Preservation Program. In addition, this project performed a chipseal treatment on 1.5 mile of local streets as part of the City's Save Our Streets Program.

Asphalt Overlay

This project performed an asphalt overlay treatment on 1.1 mile of arterial and collector streets as part of the City's Arterial and Collector Street Pavement Preservation Program.

See the attached vicinity maps for the specific project streets.

A project budget contingency of \$46,956.00 remains in the 103 (Local Street Pavement Preservation) Fund.

A project budget contingency of \$458,458.00 remains in the 105 (Arterial and Collector Street Pavement Preservation) Fund.

Reviewed by Council Committees:

Public Works

Councilmember: Osborne

Staff: Snyder

Meeting Date: February 18, 2014

Item Number: CA.F

BUDGET STATUS SHEET

Project No: CP1302	Project Title: 2013 Pavement Patching, Chipseal and Overlay Project
---------------------------	--

Project Manager: Seth Wickstrom

Initiation Date: October 15, 2012

Advertisement Date: June 27, 2013

Award Date: July 15, 2013

- ☐ Initiation/Consultant Agreement

☐ Permission to Advertise

☐ Contract Award

☐ Change Order Approval

☒ Contract Final Acceptance

Date: February 10, 2014

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

Funds Budgeted (Funds Available)

Funding	Prior Years	2013	2014	Future Years	Total
103 Fund - Local Street Preservation		223,920			223,920
105 Fund - Arterial/Collector Preservation		1,611,190			1,611,190
321 Fund - Municipal Parks Const.*		26,691			26,691
Total	0	1,861,801	0	0	1,861,801

*A portion of the CP1003 (Lea Hill Park Improvement) project budget. Used for street improvements on SE 316th St.

Estimated Cost (Funds Needed)

Activity	Prior Years	2013	2014	Future Years	Total
Design Engineering - City Costs**		16,116			16,116
Construction Contract Bid		1,307,226	298,928		1,606,154
Line Item Changes			(294,475)		(294,475)
Construction Engineering - City Costs**		25,091	3,500		28,591
Total	0	1,348,433	7,954	0	1,356,386

**City staff costs for local street design and construction are not charged against the project budget and are not shown here.

103 Local Street Budget Status

	Prior Years	2013	2014	Future Years	Total
***103 Funds Budgeted ()	0	(223,920)	0	0	(223,920)
103 Funds Needed	0	175,820	1,144	0	176,964
***103 Fund Project Contingency ()	0	(48,100)	0	0	(46,956)
103 Funds Required	0	0	1,144	0	0

105 Arterial/Collector Budget Status

	Prior Years	2013	2014	Future Years	Total
***105 Funds Budgeted ()	0	(1,611,190)	0	0	(1,611,190)
105 Funds Needed	0	1,145,922	6,810	0	1,152,732
***105 Fund Project Contingency ()	0	(465,268)	0	0	(458,458)
105 Funds Required	0	0	6,810	0	0

321 Municipal Parks Budget Status

	Prior Years	2013	2014	Future Years	Total
***321 Funds Budgeted ()	0	(26,691)	0	0	(26,691)
321 Funds Needed	0	26,691	0	0	26,691
***321 Fund Project Contingency ()	0	0	0	0	0
321 Funds Required	0	0	0	0	0

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

CITY OF AUBURN
CP1302
PAY ESTIMATE #5 & FINAL

CO. NO. 13-06
2013 Pavement Patching, Chipseal and Overlay
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
1	Minor Changes	1	0.42	0.06	Eq. Adj.	15000.00	\$ 6,323.75	\$ 946.00	42%
2	Mobilization	1	1		LS	90000.00	\$ 90,000.00	\$ -	100%
3	Traffic Control Supervisor	1	1		LS	13500.00	\$ 13,500.00	\$ -	100%
4	Traffic Control Labor - Flagging (Min. Bid \$38.00 per h	2500	2232	4	HR	49.50	\$ 110,484.00	\$ 198.00	89%
5	Sequential Arrow Sign	30	50		Day	25.00	\$ 1,250.00	\$ -	167%
6	Portable Changeable Message Sign	90	129		Day	85.00	\$ 10,965.00	\$ -	143%
7	Outside Agency Uniformed Police Flagging Labor	1	0		Eq. Adj.	5000.00	\$ -	\$ -	0%
8	Removal of Cement Concrete Flat Work	220	150.57		SY	39.00	\$ 5,872.23	\$ -	68%
9	Removal of Curb and Gutter	270	391		LF	37.00	\$ 14,467.00	\$ -	145%
10	Remove Raised Pavement Markings	1	1		LS	2500.00	\$ 2,500.00	\$ -	100%
11	Unsuitable Foundation Excavation	20	0		CY	83.00	\$ -	\$ -	0%
12	Gravel Borrow Including Haul	40	0		TON	25.00	\$ -	\$ -	0%
13	Crushed Surfacing Top Course	20	23.82		TON	30.00	\$ 714.60	\$ -	119%
14	Non-Woven Fabric	15000	0		SY	2.90	\$ -	\$ -	0%
15	Asphalt Emulsion for Chipseal (CRS-2P)	400	331.7		TON	920.00	\$ 305,164.00	\$ -	83%
16	Asphalt for Fog Seal	43	34.914		TON	620.00	\$ 21,646.68	\$ -	81%
17	Furnishing and Placing Crushed for Chipseal (3/8-inch	1270	878.12		TON	50.00	\$ 43,906.00	\$ -	69%
18	Furnishing and Placing Crushed for Chipseal (1/2-inch	1610	1459.98		TON	55.00	\$ 80,298.90	\$ -	91%
19	Sweeping/Brooming (Chipseal Streets Only)	290	164		HR	100.00	\$ 16,400.00	\$ -	57%
20	HMA for Overlay Cl. 3/8-inch PG 64-22 (Class G)	200	0		TON	95.00	\$ -	\$ -	0%
21	HMA for Overlay Cl. 1/2-inch PG 64-22 (Class B)	3000	2627.57		TON	71.00	\$ 186,557.47	\$ -	88%
22	HMA for Pavement Repair Cl. 1/2-inch PG 64-22 (Cl	2250	1694.17		TON	91.00	\$ 154,169.47	\$ -	75%
23	Commercial HMA	5	12.02		TON	200.00	\$ 2,404.00	\$ -	240%
24	Planing Bituminous Pavement	24870	25695		SY	2.00	\$ 51,390.00	\$ -	103%
25	Rubberized Asphalt for Crack Sealing	0.5	0.81		TON	9200.00	\$ 7,452.00	\$ -	162%
26	Pavement Repair Excavation Including Haul	10000	7193.83		SY	6.75	\$ 48,558.35	\$ -	72%
27	HMA Speed Cushion	24	6		EA	275.00	\$ 1,650.00	\$ -	25%
28	Manhole Ring and Solid Cover	15	8		EA	445.00	\$ 3,560.00	\$ -	53%
29	Adjust Manhole	15	8		EA	445.00	\$ 3,560.00	\$ -	53%
30	Adjust Valve Box	9	7		EA	345.00	\$ 2,415.00	\$ -	78%
31	Inlet Protection	200	142		EA	45.00	\$ 6,390.00	\$ -	71%
32	Topsoil Type A	5	0		CY	200.00	\$ -	\$ -	0%
33	Lawn Sod	25	43.16		SY	135.00	\$ 5,826.60	\$ -	173%
34	Bark Mulch	5	0		CY	135.00	\$ -	\$ -	0%
35	Miscellaneous Roadside Restoration	1	0		Eq. Adj.	7500.00	\$ -	\$ -	0%
36	Cement Concrete Traffic Curb and Gutter	270	848		LF	26.50	\$ 22,472.00	\$ -	314%
37	Residential Driveway Apron	25	0		SY	115.00	\$ -	\$ -	0%
38	Industrial and Commercial Driveway Apron	50	14.89		SY	85.00	\$ 1,265.65	\$ -	30%
39	Raised Pavement Marker Type 2	1750	1524		EA	5.25	\$ 8,001.00	\$ -	87%
40	Monument Type B (Modified)	3	3		EA	200.00	\$ 600.00	\$ -	100%

SCHEDULE SUBTOTAL \$ 1,144.00

Period Dates
Begin: Dec. 21, 2013
End: Jan. 8, 2013

CITY OF AUBURN
CP1302
PAY ESTIMATE #5 & FINAL

CO. NO. 13-06
2013 Pavement Patching, Chipseal and Overlay
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
41	Cement Concrete Sidewalk	80	71.54		SY	61.00	\$ 4,363.94	\$ -	89%
42	Cement Concrete Curb Ramp	65	118.88		SY	86.00	\$ 10,223.68	\$ -	183%
43	Induction Loop Vehicle Detector	16	26		EA	600.00	\$ 15,600.00	\$ -	163%
44	Permanent Signing	1	1		LS	3999.00	\$ 3,999.00	\$ -	100%
45	Paint Line	52500	58472		LF	0.30	\$ 17,541.60	\$ -	111%
46	Painted Wide Line	10500	14537		LF	0.30	\$ 4,361.10	\$ -	138%
47	Plastic Wide Line	3325	2212		LF	1.50	\$ 3,318.00	\$ -	67%
48	Plastic Crosswalk Stripe and Stop Bar (24 inch wide)	1300	587		LF	8.00	\$ 4,696.00	\$ -	45%
49	Painted Bicycle Lane Symbol	36	41		EA	50.00	\$ 2,050.00	\$ -	114%
50	Plastic Traffic Arrow	75	61	2	EA	95.00	\$ 5,795.00	\$ 190.00	81%
51	Plastic Traffic Letter	70	92	48	EA	65.00	\$ 5,980.00	\$ 3,120.00	131%
52	Removal of Painted Markings	935	671		LF	2.00	\$ 1,342.00	\$ -	72%
53	Temporary Pavement Markings	50000	26453		LF	0.10	\$ 2,645.30	\$ -	53%

SCHEDULE TOTAL \$ 4,454.00

Period Dates
Begin: Dec. 21, 2013
End: Jan. 8, 2013

CITY OF AUBURN
PROJECT SUMMARY

CP1302, 2013 Pavement Patching, Chipseal and Overlay
CO. NO. 13-06

PAY ESTIMATE #5 & FINAL

	Original Contract Amount	Contract Change Orders	Total Payment	This Period	Percent/Contract
SCHEDULE A: Street Improvements					
Contract	\$ 1,606,154.00	\$ -	\$ 1,311,679.32	\$ 4,454.00	82%
Sales Tax Not Applicable					
Bond in Lieu of Retainage					
SCHEDULE TOTAL	\$ 1,606,154.00	\$ -	\$ 1,311,679.32	\$ 4,454.00	

TOTAL CONTRACT AMOUNT TO DATE (including Sales Tax)	\$	1,311,679.32	
TOTAL PAYMENT TO CONTRACTOR	\$	1,311,679.32	\$ 4,454.00
PAYMENT DUE CONTRACTOR:			\$ 4,454.00

Period Dates
Begin: Dec. 21, 2013
End: Jan. 8, 2013

CITY OF AUBURN
CP1302

CO. NO. 13-06

PAY ESTIMATE # 5 & FINAL

CONTRACTOR:
Miles Resources, LLC
400 Valley Avenue NE
Puyallup, WA, 98372
Phone: (253) 383-3585

The undersigned has reviewed and approved this final pay estimate. I agree that it is a true and correct statement showing all monies due me from the City of Auburn under this contract; that I have carefully examined the final pay estimate estimate and understand it and that I hereby release the City of Auburn from any and all claims of whatsoever nature which I may have, arising out of this contract, which are not set forth in this estimate.

PAYMENT DUE TO CONTRACTOR = \$ 4,454.00

Signatures:

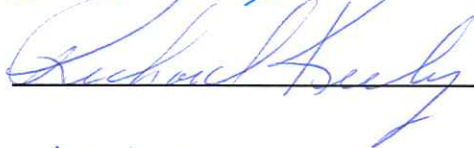
Contractor



Date

1/31/14

Inspector



Date

1/23/14

Project Manager

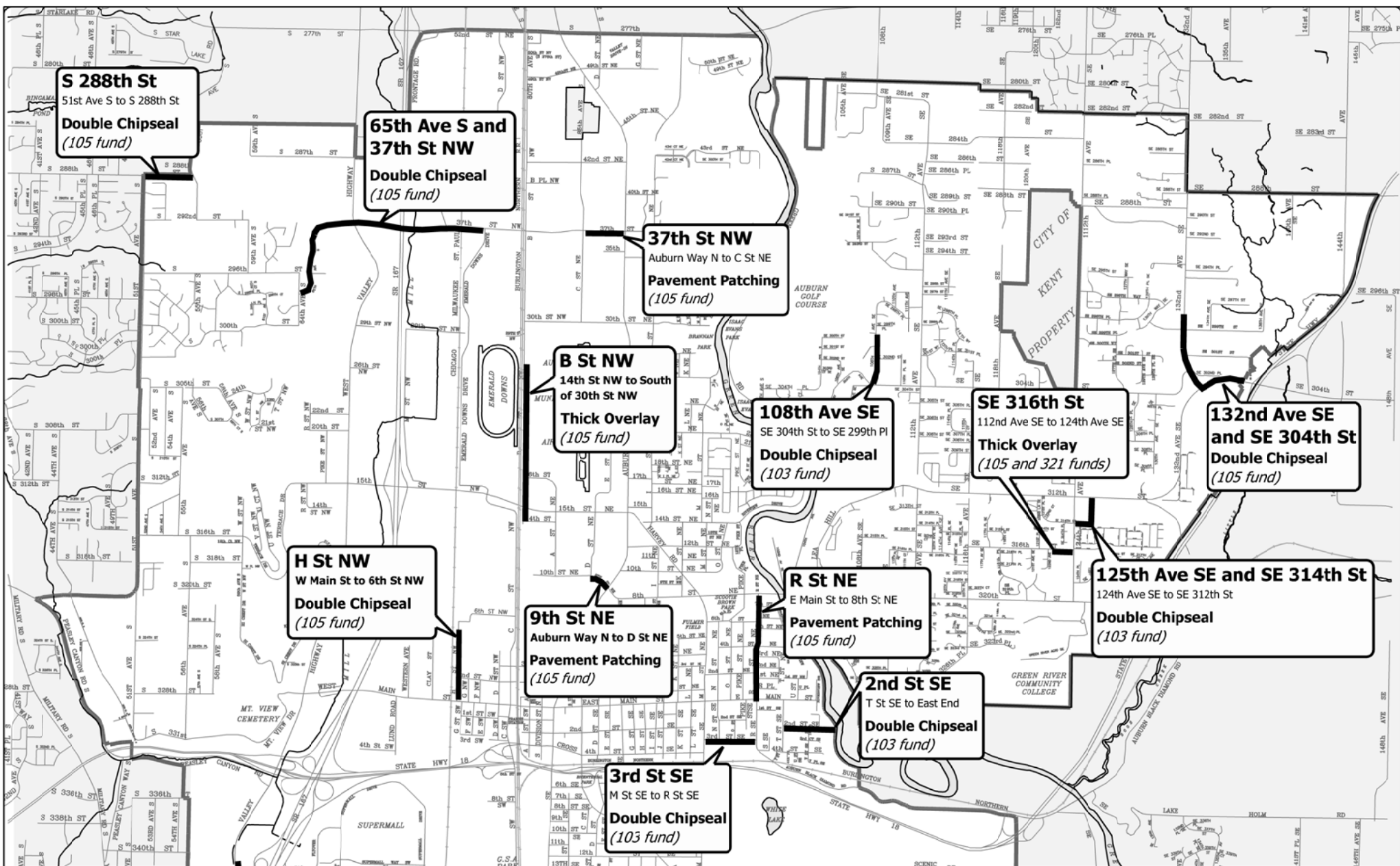


Date

1/27/14

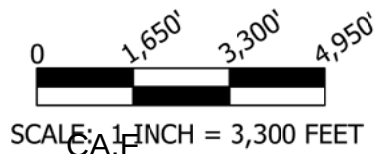
City Engineer

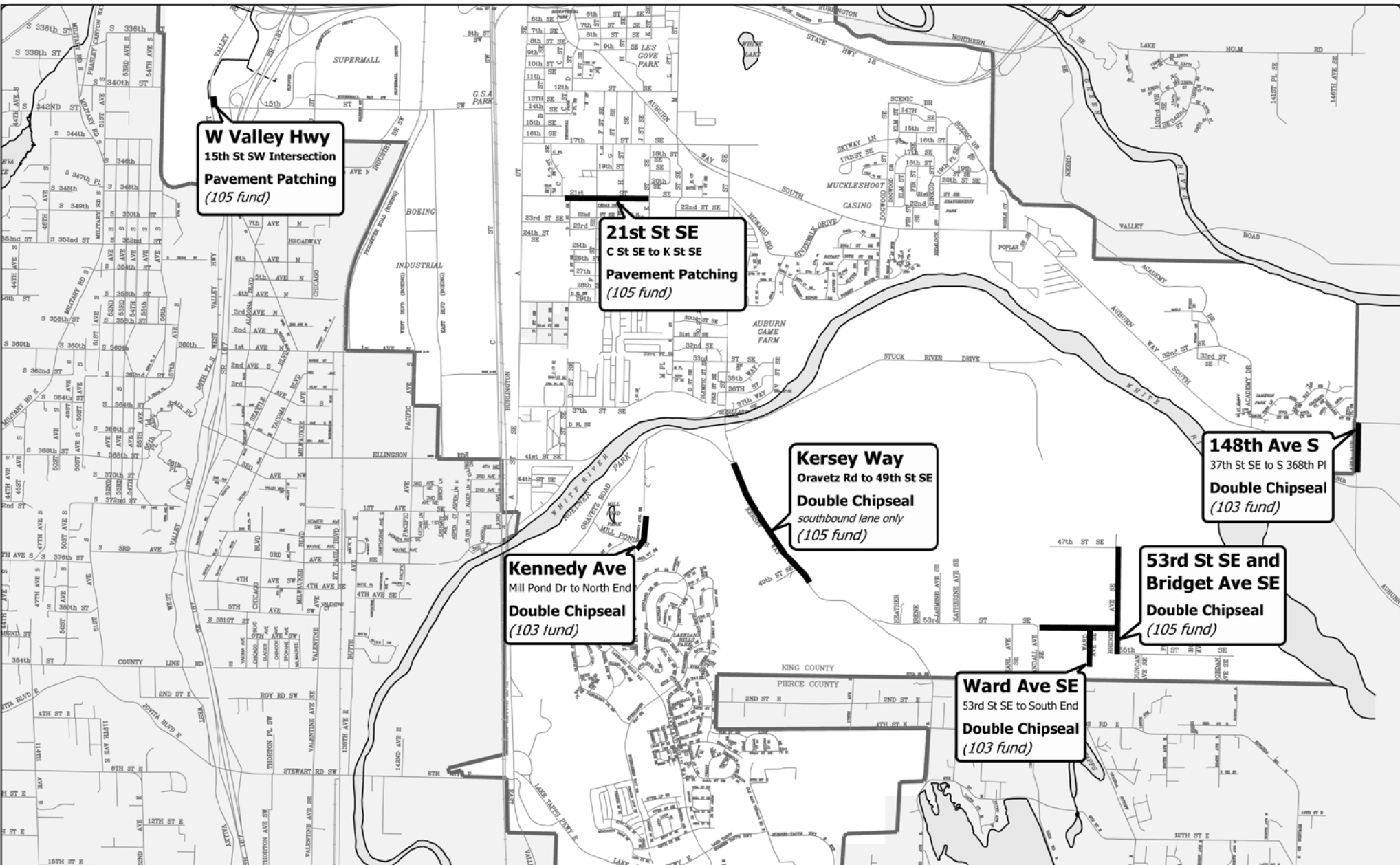
Date



CP1302 - VICINITY MAP

1 of 2





CP1302 - VICINITY MAP

2 of 2

0 1,650' 3,300' 4,950'
SCALE: 1 INCH = 3,300 FEET
C.A.F.





AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1307

Date:

February 11, 2014

Department:

Public Works

Attachments:

[Budget Status Sheet](#)

[Final Pay Estimate](#)

[Vicinity Maps](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Final Pay Estimate No. 1 to Limited Public Works Contract No. 13-17 in the amount of \$36,873.10 and accept construction of Project No. CP1307, Control Structure Installation Project.

Background Summary:

The purpose of the Control Structure Installation Project was to install storm water control structures in the five existing storm water manholes shown on the attached maps, as required for compliance with the City's National Pollutant Discharge Elimination System (NPDES) permit. The purpose of these control structures is to control the rate of storm water flow going into and out of the storm ponds located at A St SW, C St SW and Lake Tapps Parkway SE during rain events.

A project budget contingency of \$1,931.00 remains in the 432 (Storm) Fund.

Reviewed by Council Committees:

Public Works

Councilmember: Osborne

Staff: Snyder

Meeting Date: February 18, 2014

Item Number: CA.G

BUDGET STATUS SHEET

Project No: CP1307	Project Title: Control Structure Installation Project
Project Manager: Seth Wickstrom	

Initiation Date: November 4, 2013
 Advertisement Date: October 10, 2013
 Award Date: November 4, 2013

- ☐ Project Initiation

☐ Permission to Advertise

☐ Contract Award

☐ Change Order Approval

☒ Contract Final Acceptance

Date: February 10, 2014

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

Funds Budgeted (Funds Available)

Funding	Prior Years	2013	2014	Future Years	Total
432 Fund - Storm R&R Program*		50,000			50,000
Total	0	50,000	0	0	50,000

* This is a portion of the 2013 annual budget for the Storm Repair & Replacement Program.

Estimated Cost (Funds Needed)

Activity	Prior Years	2013	2014	Future Years	Total
Design Engineering - City Costs		5,484			5,484
Construction Contract Bid			36,413		36,413
Line Item Changes			460		460
Construction Engineering - City Costs		3,712	2,000		5,712
Total	0	9,196	38,873	0	48,069

432 Storm Budget Status

	Prior Years	2013	2014	Future Years	Total
**432 Funds Budgeted ()	0	(50,000)	0	0	(50,000)
432 Funds Needed	0	9,196	38,873	0	48,069
**432 Fund Project Contingency ()	0	(40,804)	0	0	(1,931)
432 Funds Required	0	0	38,873	0	0

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

CITY OF AUBURN
CP1307
PAY ESTIMATE #1 & FINAL

CO. NO. 13-17
Control Structure Installation Project
SCHEDULE A: Storm Utility Improvements - King County

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
1	Traffic Control Labor	16	23	23	HR	60.00	\$ 1,380.00	\$ 1,380.00	144%
2	Control Structure Installation Complete, Manhole No. E928	1	1	1	LS	7,000.00	\$ 7,000.00	\$ 7,000.00	100%
3	Control Structure Installation Complete, Manhole No. E1229	1	1	1	LS	6,000.00	\$ 6,000.00	\$ 6,000.00	100%
4	Control Structure Installation Complete, Manhole No. E863	1	1	1	LS	7,300.00	\$ 7,300.00	\$ 7,300.00	100%
5	Control Structure Installation Complete, Manhole No. E1224	1	1	1	LS	5,500.00	\$ 5,500.00	\$ 5,500.00	100%

SCHEDULE TOTAL \$ 27,180.00

CITY OF AUBURN
CP1307
PAY ESTIMATE #1 & FINAL

CO. NO. 13-17
Control Structure Installation Project
SCHEDULE B: Storm Utility Improvements - Pierce County

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
6	Manhole No. JJ428	1	1	1	LS	6,500.00	\$ 6,500.00	\$ 6,500.00	100%

SCHEDULE TOTAL \$ 6,500.00

Period Dates
Begin: Dec 1, 2013
End: Jan 15, 2014

CA.G

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PAY ESTIMATE #1 & FINAL

	Original Contract Amount	Contract Change Orders	Total Payment	This Period	Percent/Contract
SCHEDULE A: Storm Utility Improvements - King County					
Contract	\$ 26,760.00	\$ -	\$ 27,180.00	\$ 27,180.00	102%
Sales Tax (+9.5%)	\$ 2,542.20	\$ -	\$ 2,582.10	\$ 2,582.10	
Retainage (-5%)			\$ (1,359.00)	\$ (1,359.00)	
SCHEDULE TOTAL	\$ 29,302.20	\$ -	\$ 28,403.10	\$ 28,403.10	
SCHEDULE B: Storm Utility Improvements - Pierce County					
Contract	\$ 6,500.00	\$ -	\$ 6,500.00	\$ 6,500.00	100%
Sales Tax (+9.4%)	\$ 611.00	\$ -	\$ 611.00	\$ 611.00	
Retainage (-5%)			\$ (325.00)	\$ (325.00)	
SCHEDULE TOTAL	\$ 7,111.00	\$ -	\$ 6,786.00	\$ 6,786.00	
TOTAL CONTRACT AMOUNT TO DATE (including Sales Tax)			\$ 36,873.10		101%
TOTAL PAYMENT TO CONTRACTOR			\$ 35,189.10	\$ 35,189.10	
PAYMENT DUE CONTRACTOR:				\$ 35,189.10	

Period Dates
Begin: Dec 1, 2013
End: Jan 15, 2014

CO. NO. 13-17

CONTRACTOR:

The undersigned has reviewed and approved this final pay estimate. I agree that it is a true and correct statement showing all monies due me from the City of Auburn under this contract; that I have carefully examined the final pay estimate estimate and understand it and that I hereby release the City of Auburn from any and all claims of whatsoever nature which I may have, arising out of this contract, which are not set forth in this estimate.

Signatures:

Contractor

Mike J. Sharp

Date 1-30-14

Inspector

M. J.

Date 1-31-2019

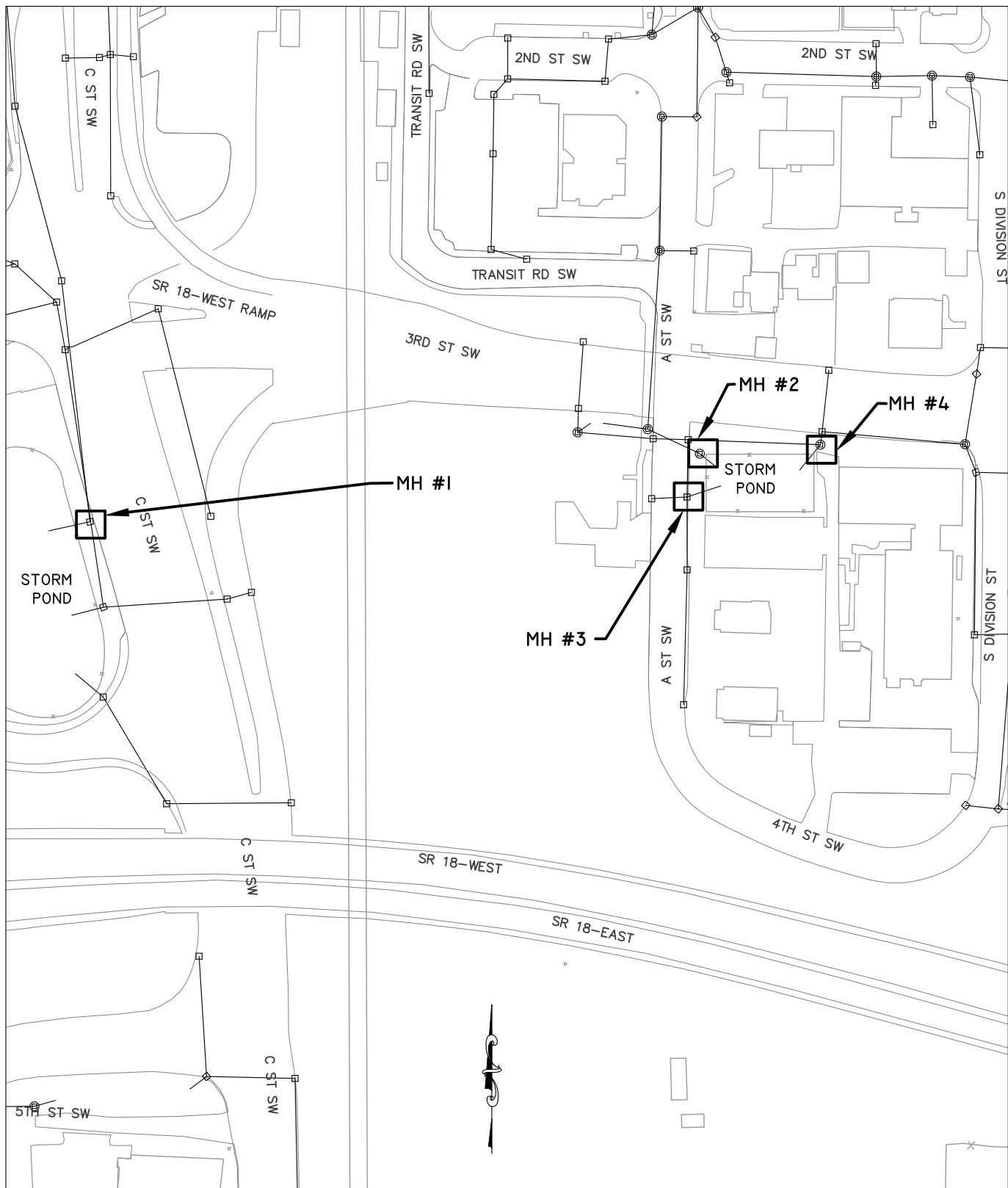
Project Manager

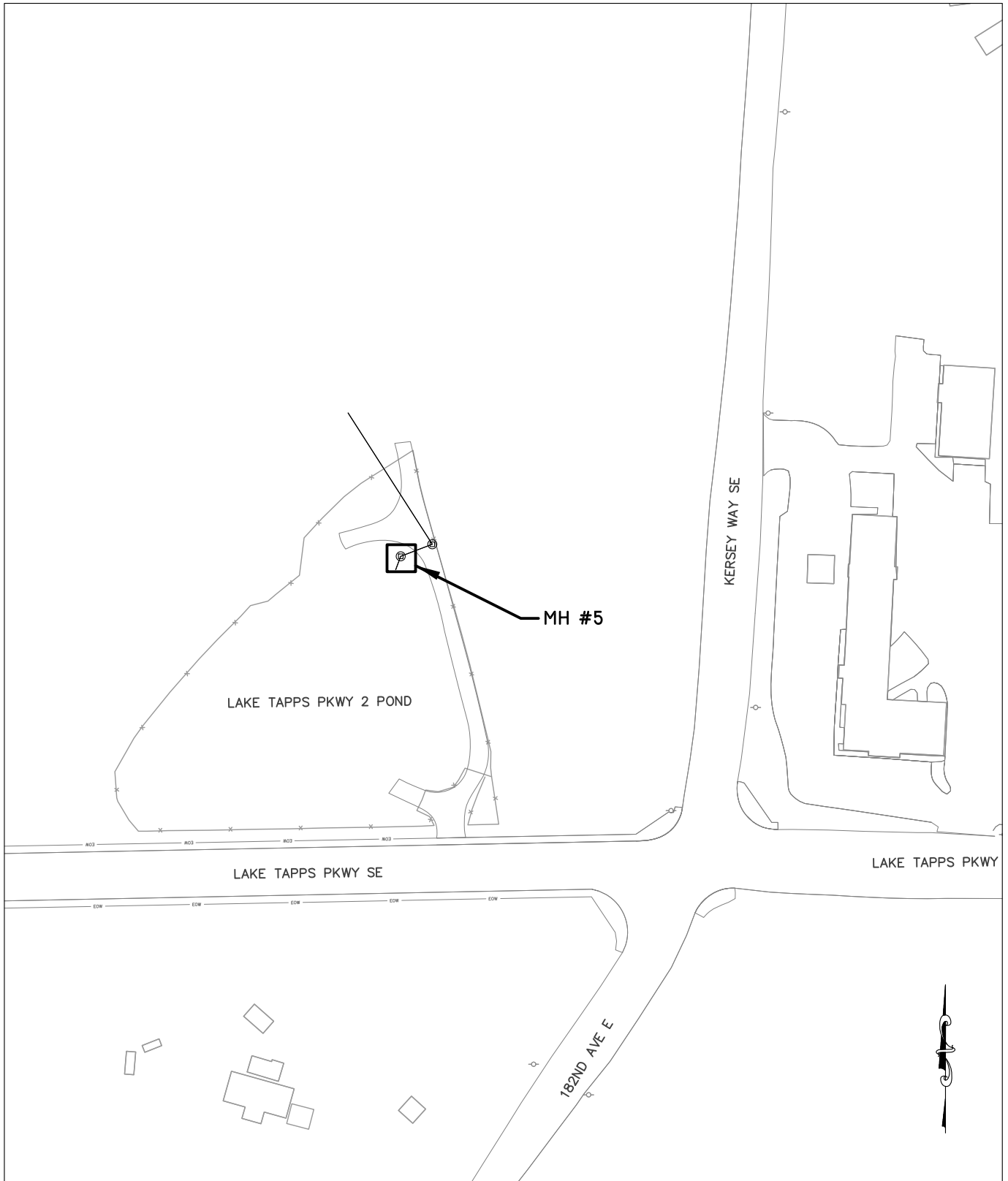
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Date 1/30/14

City Engineer

Date _____







AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. C524A

Date:

February 11, 2014

Department:

Public Works

Attachments:

[Budget Status Sheet](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council grant permission to advertise for bids for Project No. C524A Utility Site Improvements.

Background Summary:

The scope of this project includes Professional and Technology Installation Services for the upgrade of the City of Auburn's Supervisory Control and Data Acquisition (SCADA) System, this work includes the design of the physical site improvements (construction to be bid as a separate construction contract), the design and installation of electronic security and lighting improvements identified for selected sites, and the replacement of the existing telemetry system with new Programmable Logic Control (PLC) based Remote Telemetry Units (RTUs).

The bid advertisement is for the construction of the physical site improvements which include site fencing, SCADA panel shelter construction, gate replacements, and other various site security enhancements at various pump stations, lift stations, and water utility facilities.

A project increase of \$205,617.00 within the 430 Water Utility Fund will be necessary to fund the construction of the water utility improvements, however it will not require a budget adjustment due to the reduction in scope and costs of Project No. CP1107, Fulmer Field Improvements; the budgeted expenditures in the 430 Water Utility Fund will not be exceeded this year.

Reviewed by Council Committees:

Public Works

Councilmember: Osborne

Staff: Snyder

Meeting Date: February 18, 2014

Item Number: CA.H

BUDGET STATUS SHEET

Project No: C524A	Project Title: SCADA System Improvements
Project Manager: Robert Lee	

Initiation Date: 3/5/2007

Advertisement Date: n/a

Award Date: 2/22/2011

- ☐ Project Initiation

☒ Permission to Advertise Physical Imp

☐ Contract Award

☐ Change Order Approval

☐ Contract Final Acceptance

Date: February 10, 2014

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

Funds Budgeted (Funds Available)

Funding	Previous Years	2012 (actual)	2013 (actual)	2014	Total
430 Fund - Water	754,175	1,669,604	299,203	343,203	3,066,185
431 Fund - Sewer	387,073	1,044,185	188,217	297,858	1,917,333
432 Fund - Storm	177,042	443,060	83,690	163,330	867,122
Total	1,318,290	3,156,848	571,110	804,391	5,850,639

Estimated Cost (Funds Needed)

Activity	Previous Years	2012 (actual)	2013 (actual)	2014	Total
Design Engineering - City Costs	35,022	0	0	0	35,022
Design Engineering - Consultant Costs	158,689	0	0	0	158,689
Technology Imp. Contract (w/o Physical Imp.)	1,107,440	2,819,142	394,353	168,150	4,489,085
Contract Contingency	0	0	0	1,162	1,162
Physical Security Imp. Estimate	0	0	0	491,750	491,750
Physical Security Imp. Contingency (10%)	0	0	0	49,175	49,175
Change Orders 1-16	0	171,674	107,036	63,999	342,709
Change Order #17	0	0	0	107,595	107,595
Change Order #18	0	0	0	243,747	243,747
Construction Engineering - IS Costs	0	87,696	14,332	0	102,028
Construction Engineering - Facilities Costs	0	3,010	0	0	3,010
Construction Engineering - City Costs	17,138	57,549	55,388	30,000	160,075
Total	1,318,289	3,139,071	571,110	1,155,578	6,184,048

430 Water Budget Status

	Previous Years	2012 (actual)	2013 (actual)	2014	Total
*430 Funds Budgeted ()	(754,175)	(1,669,604)	(299,203)	(343,203)	(3,066,185)
430 Funds Needed	754,175	1,669,604	299,203	548,820	3,271,802
*430 Fund Project Contingency ()	0	0	(0)	0	0
430 Funds Required	0	0	0	205,617	205,617

431 Sewer Budget Status

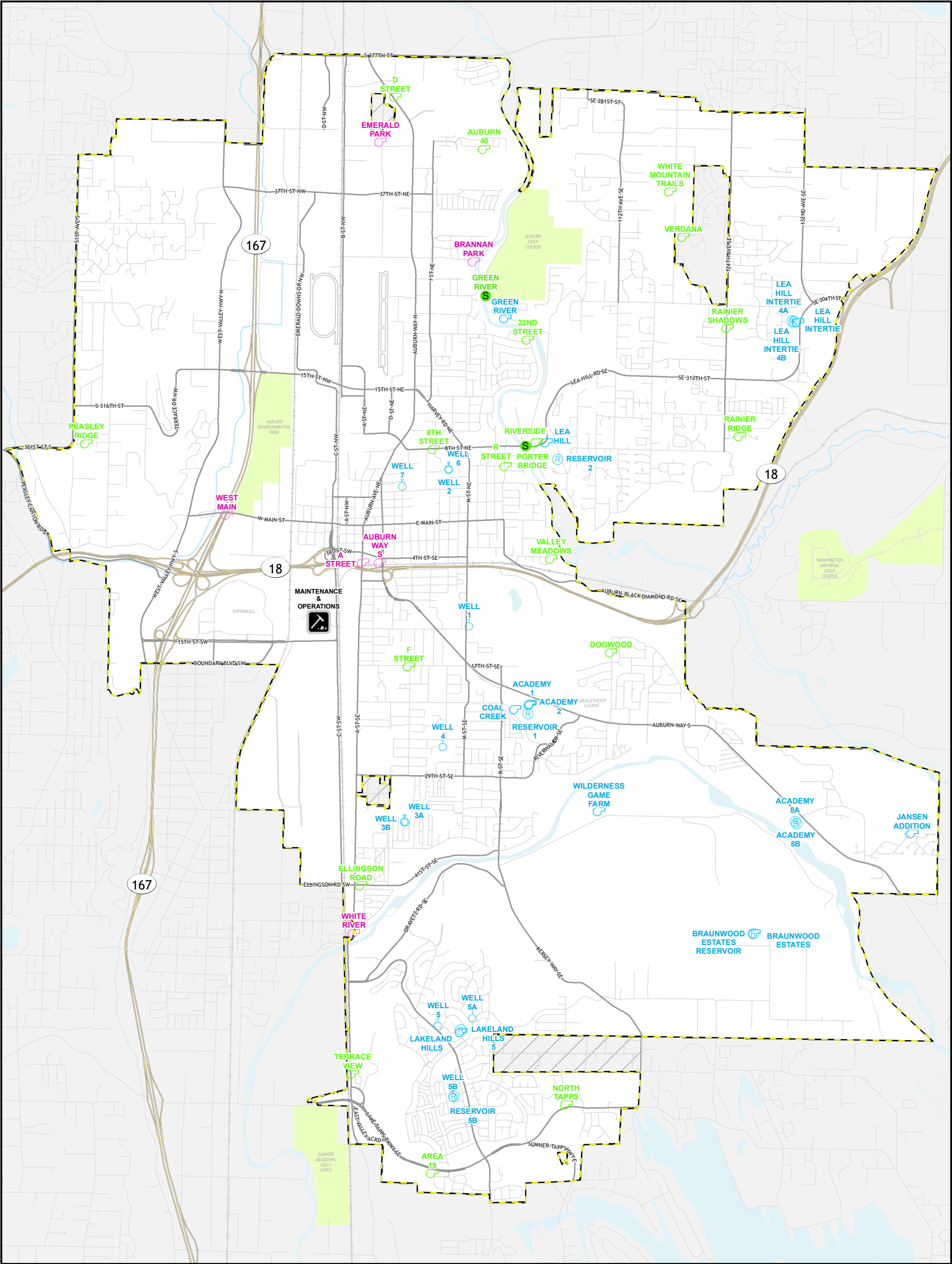
	Previous Years	2012 (actual)	2013 (actual)	2014	Total
*431 Funds Budgeted ()	(387,073)	(1,044,185)	(188,217)	(297,858)	(1,917,333)
431 Funds Needed	387,073	1,044,185	188,217	203,864	1,823,340
*431 Fund Project Contingency ()	0	0	(0)	(93,994)	(93,993)
431 Funds Required	0	0	0	0	0

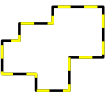
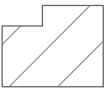
432 Storm Budget Status

	Previous Years	2012 (actual)	2013 (actual)	2014	Total
*432 Funds Budgeted ()	(177,042)	(443,060)	(83,690)	(163,330)	(867,122)
432 Funds Needed	177,042	443,060	83,690	162,684	866,476
*432 Fund Project Contingency ()	0	0	(0)	(646)	(645)
432 Funds Required	0	0	0	0	0

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

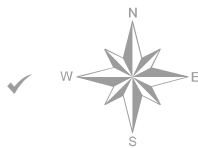
SCADA Utility Sites



- | | | |
|---|---|--|
|  Sewer Siphons |  Water Pump Stations |  Auburn City Limits |
|  Sewer Pump Stations |  Water Reservoirs |  Potential Annexation Areas |
|  Storm Pump Stations |  Water Wells | |
- CA.H

0 1,200 2,400 3,600 4,800 6,000
FEET

Printed On: 02/16/11
Map ID: 3681



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. 6491

Date:

February 11, 2014

Department:

Public Works

Attachments:

[Ord 6491 and Exhibits](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council introduce and adopt Ordinance No. 6491.

Background Summary:

Per Auburn City Code Chapter 20.06.010, a franchise shall be required of any commercial utility or telecommunications operator or carrier or other person who desires to occupy public ways of the city and to provide telecommunications or commercial utility services to any person or area in the city.

T-Mobile West LLC has applied for a Franchise Agreement for wireless telecommunications facilities that are currently in the City's rights of way on the west hill. These facilities were originally installed under a Right of Way Use Agreement with King County prior to the area being annexed into the City. This agreement will bring T-Mobile into compliance with City Code and allow them to obtain construction permits so that they can make repairs, upgrades and improvements to existing facilities. All construction permits would be reviewed, approved and managed through the City's permitting processes that are a requirement of the Franchise Agreement. At this time T-Mobile does not intend to install any new facility sites in Auburn. Any new sites would require a review through City processes and an amendment to the agreement.

Ordinance No. 6491, if adopted by City Council, approves Franchise Agreement No. 13-37 subject to terms and conditions outline in the Ordinance.

Reviewed by Council Committees:

Public Works Other: Legal

Councilmember: Osborne

Staff: Snyder

Meeting Date: February 18, 2014

Item Number: ORD.A

ORDINANCE NO. 6 4 9 1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO T-MOBILE WEST LLC, A DELAWARE LIMITED LIABILITY COMPANY, A FRANCHISE FOR TELECOMMUNICATIONS

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

WHEREAS, with respect to some of these facilities, they were previously installed the public rights of ways with the permission of King County, which managed those right(s)-of-way prior to the annexation of those rights of way into the City of Auburn; 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, with respect to those facilities previously installed by authorization of King County, this agreement supersedes and replaces all agreements between Grantee and King County; 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 in compliance with RCW 35 99 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, pursuant to RCW 35.99 the City grants to the Grantee general permission to enter, use, and occupy the public right(s)-of-way of the City. However, Grantee shall not extend its occupation of the public rights of way beyond the two facilities that presently

Ordinance No. 6491
Franchise Agreement No 13-37
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occupy the rights of way as specified in Exhibit "A", attached hereto and incorporated by reference (the "Franchise Area"), without having first obtained an amendment to this agreement and site specific permits from the City authorizing Grantee to install telecommunications equipment at such other locations than specified in Exhibit "A"

B. This Franchise does not authorize the use of the public rights of ways for any facilities or services other than for wireless telecommunications facilities.

C 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 rights set forth herein.

D. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to City rights-of-way. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain. Grantee acknowledges that the City has the power of eminent domain and that Grantee's remedies in the event of the exercise of such power are set forth in RCW 35.99 and other applicable law

E. The City reserves the right to change, regrade, relocate, abandon, or vacate any public right-of-way. If, at any time during the term of this Franchise, the City vacates any portion of the rights of way 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

F The Grantee agrees that its use of the 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. Except as defined in the respective filing and emergency work provisions of Sections 5 and 7 herein, all notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below City or Grantee may from time to time

designate any other address for this purpose by providing written notice to the other party effective thirty (30) days after the provision thereof.

City: City of Auburn
Engineering Aide, Transportation
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: T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attention: Lease Compliance/ City of Auburn Franchise

B Any changes to the above-stated Grantee information shall be sent to the City, referencing the title of this agreement.

C. The above-stated 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), which approval shall not be unreasonably withheld, conditioned or delayed. 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 reasonably 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

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Franchise Agreement No. 13-37
February 11, 2014
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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 until either party gives written notice at least one hundred eighty (180) days in advance of the 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, modifying and/or 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, and easements, owned or controlled by the City.

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 thirty (30) days after the effective date of the ordinance approving the Franchise, the City’s grant of the Franchise will be null and void.

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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 undertaking 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 in compliance with applicable law.

D. Before commencing any work involving excavation 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 an additional and separate approval from the City

Section 7. Access, Repair and Emergency Work

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

any emergency or after normal business hour issues involving the Grantee's facilities which requires the Grantee's immediate response the City shall contact the Grantee at their network operations center telephonically at 888-662-4662, which is operated 24 hours a day, seven days a week. The City may commence emergency response work, at any time, without prior written notice to the Grantee, 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

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 pursuant to City Code

Section 9. Location Preference and Interference

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 such 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 facilities and ten (10) feet from above-ground City water facilities; provided, that for development of new areas, the City, in consultation with Grantee and other utility purveyors or authorized users of the Public Way, will develop guidelines and procedures for determining specific utility locations.

Section 10. Grantee Information

A. Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with

Grantee's activities and fulfill any municipal obligations under state law. 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 Rights-of-Way. 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 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.

C. 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 and has given Grantee ten working days to obtain an injunction to prohibit the City's release of records.

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 in the event the Franchise Area is required for use by the City in performance of its municipal services. In such event, City will give Grantee prior written notice of the need for such relocation of the Franchise Area. Notwithstanding the foregoing however, and 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 similar losses in connection with any such change, relocation, abandonment, or vacation of the right-of-way(s).

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, remove the affected facilities, or, with the City's

written permission, abandon in place such facilities whereupon they will transfer to the City in their AS IS and WHERE IS condition without need of execution of any further documentation formalizing the transfer, and without representation or warranty of any kind or nature provided the Grantee shall provide to the City drawings, maps or other documentation about said facilities to the reasonable satisfaction of the City. Following such transfer, Grantee shall no longer be responsible for any liability, maintenance, repair or removal obligations related to or arising from the transferred 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 that can be installed underground.

B Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Grantee shall underground those portions of Grantee Facilities that can be installed underground 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 or other applicable law 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 it utilizes, 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 and the use thereof by all applicable parties

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 to the extent caused by 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, its agents, contractors, employees or invitees. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the

City, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence.

B The Grantee shall hold the City harmless from any liability for 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 or intentional misconduct of the City, its agents, contractors, employees or invitees 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 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 with respect to acts or events occurring prior thereto.

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

Ordinance No. 6491
Franchise Agreement No. 13-37
February 11, 2014
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bodily injury and property damage of \$1,000,000 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 each occurrence, \$2,000,000 general aggregate and a \$1,000,000 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 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 per claim carried by all licensed professionals employed or retained by Grantee to perform services under this Franchise

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

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

1 The Grantee's insurance coverage shall be primary insurance with respect to claims alleging Grantee's negligence. 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 bond, or other financial guarantee in a form and substance reasonably acceptable to the City, in the amount of Fifty Thousand Dollars (\$50,000) running for, or renewable for, the term of this Franchise. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this agreement within the applicable cure or grace period, 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 direct 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 The foregoing

notwithstanding, Grantee may assign this Franchise in whole or in part without the need for the City's consent to any entity that controls, is controlled by, or is under common control with Grantee, or to any entity resulting from any merger or consolidation with Grantee, or to any partner of Grantee or to any partnership in which Grantee is a general partner, or to any person or entity that acquires all of the assets of Tenant as a going concern.

C. For any assignment requiring City consent, Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days after the proposed date of transfer: (a) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer (redacted for any financial terms); (b) All information reasonably 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

E. Upon assignment, Grantee shall be relieved of all liabilities and obligations hereunder accruing thereafter and City shall look solely to the assignee for performance under this agreement and all such obligations accruing thereafter hereunder provided such assignee accepts all such obligations in writing within thirty (30) days of the date of assignment and is of substantially similar financial strength or credit worthiness as Grantee

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 (30) 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/or 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, if required by such statute or regulation, 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, or Grantee may terminate this agreement without further liability or penalty subject to its prompt removal of the Grantee Facilities in compliance with applicable terms herein.

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 within such thirty (30) day period.

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 provided the provision deemed invalid is not a material term to this agreement.

Section 24. Titles

Ordinance No. 6491
Franchise Agreement No. 13-37
February 11, 2014
Page 14 of 15

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. Termination.

Grantee shall have the right to terminate this agreement with respect to an individual Franchise Area authorized hereunder, without penalty, upon one hundred twenty (120) days prior written notice. In such event, all applicable fees and/or costs set forth herein shall be equitably adjusted as of the effective date of termination

Section 27. 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: _____

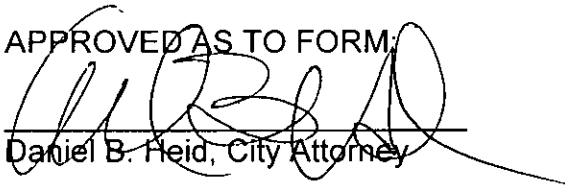
APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST.

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

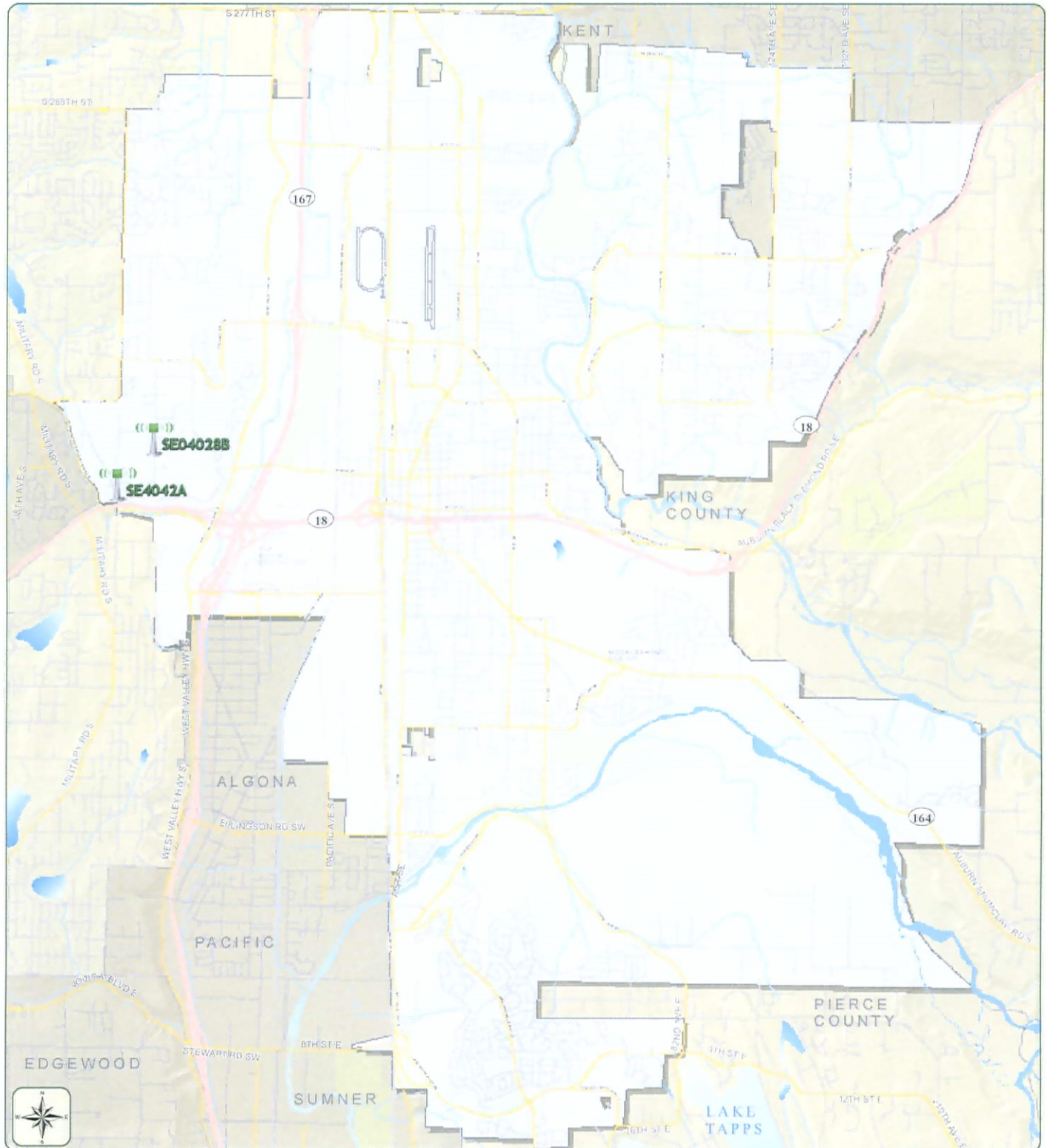


Daniel B. Heid, City Attorney

Published: _____

Ordinance No. 6491
Franchise Agreement No. 13-37
February 11, 2014
Page 15 of 15

Exhibit "A" - T-Mobile Franchise Area

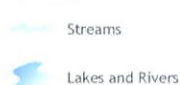


Ordinance No 6491
Exhibit A
February 11, 2014
Page 1 of 1

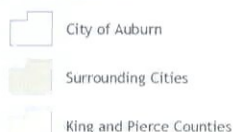
T Mobile Facilities



Hydrology



Political Boundaries



Transportation



Printed On: 11/17/2014
Map ID: 4437

Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn is not responsible for any errors or omissions.

EXHIBIT "B"

GRANTEE FACILITIES

EXISTING T-MOBILE FACILITIES IN CITY OF AUBURN ROW

Site ID: SE4042A, "Peasley Canyon"
Location:

33043 46th Place South
Auburn, WA 98001

Description: Telecommunications Facility consisting of above ground radio equipment cabinets located in a 12'x17' cedar wood fence enclosure in the Right-of-Way (ROW), with antennas collocated on an existing 88' above-ground wooden utility pole in the ROW with connecting underground conduit.

Site ID: SE04028B, Mountain View Cemetery/PR
Location:

5605 S 324th Place
Auburn WA 98001

Description: Telecommunication Facility consisting of antennas located on an existing 75' above-ground wood utility pole in the Right of Way with connecting underground conduit to the radio equipment cabinets located on adjacent private property

EXHIBIT "C"

GRANTEE SERVICES

SERVICES PROVIDED BY T-MOBILE WITHIN THE CITY OF AUBURN:

Telecommunications Services authorized by the Federal Communications Commission; including but not limited to the following:

THE TRANSMISSION, AMPLIFICATION AND RECEPTION OF RADIO COMMUNICATION SIGNALS, INCLUDING BUT NOT LIMITED TO THOSE RELATED TO:

- VOICE,
- DATA,
- IMAGES AND VIDEO
- E-911/EMERGENCY ACCESS
- 3-G AND 4-G

EXHIBIT "D"

STATEMENT OF ACCEPTANCE

T-Mobile West LLC, A Delaware limited liability company, , 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

T-Mobile West LLC

By: _____ Date: _____

Name:

Title: Acting Regional Director, Engineering &
Operations

STATE OF _____)
)ss.

COUNTY OF _____)

On this ____ day of _____, 2014, 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. 6491
Exhibit D
February 11, 2014
Page 1 of 1



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6495

Date:

February 11, 2014

Department:

Planning and Development

Attachments:

[Exhibit 1 - Agenda Bill](#)

[Ordinance 6495](#)

[Exhibit 3 - Vicinity Map](#)

[Exhibit 4 - Zoning Map](#)

[Exhibit 5 - 2012 Aerial Photo](#)

[Exhibit 6 - Determination of Non-](#)

[Significance](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6495.

Background Summary:

See attached Agenda Bill.

Reviewed by Council Committees:

Planning And Community Development Other: Heraring Examiner, Legal, Planning

Councilmember: Holman

Staff: Tate

Meeting Date: February 18, 2014

Item Number: ORD.B



AGENDA BILL APPROVAL FORM

Agenda Subject Ordinance No. 6495, Wesley Homes, Lea Hill LLC Zoning Map Amendment (Rezoning), REZ13-0001		Date: February 10, 2014		
Department: Planning and Development	Attachments: See listing below.	Budget Impact: N/A		
Administrative Recommendation: City Council to introduce and adopt Ordinance No. 6495 approving the Wesley Homes Lea Hill LLC Zoning Map Amendment (Rezoning) without conditions.				
AGENT: Daniel K. Balmelli, Executive Vice President Paul Cyr, Senior Planner Barghausen Consulting Engineers Inc. 18215 72nd Avenue South Kent, WA 98032 APPLICANT/OWNER: Kevin Anderson, President and CEO Wesley Homes, Lea Hill LLC 815 South 216th Street Des Moines, WA 98198 REQUEST: File No. REZ13-0001 Rezoning of three parcels totaling approximately 18.5 acres from "R7, Residential seven dwelling units per acre" and "R5, Residential, five dwelling units per acre" to "I, Institutional". LOCATION: The three parcels are on the south side of SE 320th ST between 108th AVE SE and 110th AVE SE. and addressed as 10805, 10815, and 10925 SE 320th ST, Auburn WA. Parcel # 1721059007, 1721059253, & 1721059109 within the NE quarter of Section 17, Township 21 North, Range 5 East, W.M.				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Reviewed by Council & Committees: ☐ Arts Commission ☐ Airport ☒ Hearing Examiner ☐ Human Services ☐ Park Board ☐ Planning Comm. COUNCIL COMMITTEES: ☐ Finance ☐ Municipal Services ☐ Planning & D ☐ Public Works ☐ Other _____ </td> <td style="width: 50%; vertical-align: top;"> Reviewed by Departments & Divisions: ☒ Building ☐ Cemetery ☐ Finance ☒ Fire ☐ Legal ☒ Public Works ☐ M&O ☐ Mayor ☐ Parks ☒ Planning ☐ Police ☐ Human Resources </td> </tr> </table>			Reviewed by Council & Committees: ☐ Arts Commission ☐ Airport ☒ Hearing Examiner ☐ Human Services ☐ Park Board ☐ Planning Comm. COUNCIL COMMITTEES: ☐ Finance ☐ Municipal Services ☐ Planning & D ☐ Public Works ☐ Other _____	Reviewed by Departments & Divisions: ☒ Building ☐ Cemetery ☐ Finance ☒ Fire ☐ Legal ☒ Public Works ☐ M&O ☐ Mayor ☐ Parks ☒ Planning ☐ Police ☐ Human Resources
Reviewed by Council & Committees: ☐ Arts Commission ☐ Airport ☒ Hearing Examiner ☐ Human Services ☐ Park Board ☐ Planning Comm. COUNCIL COMMITTEES: ☐ Finance ☐ Municipal Services ☐ Planning & D ☐ Public Works ☐ Other _____	Reviewed by Departments & Divisions: ☒ Building ☐ Cemetery ☐ Finance ☒ Fire ☐ Legal ☒ Public Works ☐ M&O ☐ Mayor ☐ Parks ☒ Planning ☐ Police ☐ Human Resources			
Action: Committee Approval: ☐ Yes ☐ No Council Approval: ☐ Yes ☐ No Referred to _____ Until ____/____/____ Tabled _____ Until ____/____/____ Call for Public Hearing ____/____/____				
Councilmember: Holman		Staff: Tate		
Meeting Date: February 18, 2014		Item Number:		

LOCATION
ADDRESSES &
PARCELS:

The addresses of these properties are:

- 10805 SE 320th ST, Auburn WA. Parcel # 1721059007 (largest parcel)
- 10815 SE 320th ST, Auburn WA. Parcel # 1721059253 (NW corner parcel)
- 10925 SE 320th ST, Auburn WA. Parcel # 1721059109 (NE corner parcel)

EXISTING ZONING: The two parcels totaling approximately 0.5 acres; NW corner parcel (Approx 0.2 acres, Parcel # 1721059253) and NE corner parcel (Approx. 0.3 acres, Parcel # 1721059109) are zoned "R5, Residential, Five Dwelling Units per Acre".

The largest parcel – (Approx. 18.08 acres, Parcel # 1721059007) is zoned "R7, Residential Seven Dwelling Units per Acre."

EXISTING
COMPREHENSIVE

PLAN DESIGNATION: All three parcels are designated "Public and Quasi-Public" by recent Ordinance No. 6489, adopted December 2, 2013.

SEPA STATUS: A Determination of Non-Significance (DNS) was issued under City file SEP13-0025 on September 6, 2013. The comment period ended September 20, 2013 and the appeal period ended October 4, 2013. No comments or appeals were received.

The Comprehensive Plan designation, zoning classification and land uses of the site and surrounding properties are as follows:

	Comprehensive Plan Designation		Zoning Classification		Current Land Use	
Site Location	Largest Parcel: 1721059007	NW & NE Parcels: 1721059253 &1721059109	Largest Parcel 1721059007:	NW & NE Parcels: 1721059253 &1721059109	Largest Parcel: 1721059007	NW & NE Parcels: 1721059253 &1721059109
On-site	Public and Quasi-Public		R7, Residential (seven (7) dwelling units per acre)	R5, Residential (Five (5) dwelling units per acre)	Senior/ Assisted Living Facility	One is vacant; one contains a SF residence
North	Single Family Residential		R5 Residential (Five (5) dwelling units per acre)		Single family residential	
South	Single Family Residential		R5 Residential (Five (5) dwelling units per acre)		Single family residential	
East	Single Family Residential		R5 Residential (Five (5) dwelling units per acre)		Single family residential	
West	Single Family Residential		R5 Residential (Five (5) dwelling units per acre)		Single family residential	

The map displays a residential neighborhood with a grid of streets. A large area in the center is highlighted in red and labeled "SUBJECT PROPERTIES". The map includes labels for various streets such as 107th Ave SE, 108th Ave SE, 109th Ave SE, 110th Ave SE, 111th Ave SE, 112th Ave SE, 107th Pl SE, 108th Pl SE, 109th Pl SE, 110th Pl SE, 111th Pl SE, 112th Pl SE, 107th St SE, 108th St SE, 109th St SE, 110th St SE, 111th St SE, 112th St SE, 107th Dr SE, 108th Dr SE, 109th Dr SE, 110th Dr SE, 111th Dr SE, 112th Dr SE. A river is visible on the left side, and a highway is on the right side.

Page 95 of 257

A. FINDINGS

1. The related comprehensive plan map amendment , rezone (zoning map amendment) application were accepted on June 6, 2013, prior to the submittal deadline for processing of annual Comprehensive Plan Amendments. The related environmental checklist application was subsequently submitted.
2. The applications were submitted by Dan Balmelli and Paul Cyr of Barghausen Consulting Engineers, Inc., Agents, on behalf of Kevin Anderson, President and CEO of Wesley Homes Lea Hill LLC., Applicant.
3. The zoning map amendment (rezone) application seeks to change the zoning classification of three parcels totaling approximately 18.5 acres from “R7, Residential seven dwelling units per acre” and “R5, Residential, five dwelling units per acre” to “I, Institutional” to accommodate future expansion of the existing assisted living facility.

More specifically, the application seeks to change the zoning classification of two parcels consisting of the NW corner parcel (approximately 0.2 acres, Parcel # 1721059253) and NE corner parcel (approximately 0.3 acres, Parcel # 1721059109) zoned “R5, Residential, Five Dwelling Units Per Acre” to “I, Institutional” and change an approximately 18-acre parcel (Parcel # 1721059007) zoned “R7, Residential Seven Dwelling Units Per Acre.” to “I, Institutional”.

4. All three parcels are located on the south side of SE 320th ST between 108th Avenue SE and 110th Avenue SE. The addresses of these properties are 10805, 10815, and 10925 SE 320th ST, Auburn WA.
5. All three parcels are owned by Wesley Homes Lea Hill LLC, the Applicant.
6. The parcels requested for change are contiguous and generally rectangular in shape.
7. The NW corner parcel (approximately 0.2 acres, Parcel # 1721059253) previously contained a single family residence that was removed in 2011. The NE corner parcel (approximately 0.3 acres, Parcel # 1721059109) currently contains a single family residence and the main parcel (approximately 18 acres parcel # 1721059007) contains multiple buildings consisting of the assisted living facility.
8. All three parcels border S 320th Street, which is classified by the city as a “Residential Collector” street which prescribes either 2 or 3 lanes and a 55-foot wide right-of-way. Two blocks to the east the same roadway classification changes to a “Minor Arterial” street which prescribes a minimum 71-foot right-of-way. S. 320th Street along the project frontage is generally improved on the south side of the road. The existing assisted living facility is also bordered to the east by 110th Ave SE, which is classified as a “Local Residential” street which prescribes 2 lanes within a 50-foot wide right-of-way. A private street of 108th Avenue SE borders to the west.
9. As indicated by the Applicant’s narrative submitted with the Application, the Comprehensive Plan Amendment and related rezone have been requested for the purpose of changing the land use designations of the property to ensure the ability for future redevelopment. More

specifically, the site preparation and construction of a 36-bed, skilled nursing facility as a building addition to one of the existing site buildings.

10. A Determination of Non-Significance (DNS), the environmental review decision required under the State Environmental Policy Act (SEPA), was issued for the Wesley Homes Lea Hill LLC Comprehensive Plan Map Amendment, Rezone and development under City File No. SEP13-0025 on September 6, 2013. The comment period ended September 20, 2013 and the appeal period ended October 4, 2013. While there were telephone inquiries, no comment letters or appeals were received in response to the issuance of the environmental review decision.

History of Subject Properties

11. The properties are located within the King County portion of the City of Auburn and are located within an area that was annexed to the City in the year 2000 by City Ordinance No. 5346.
12. In 2004, the Applicant, Kevin Anderson of Wesley Homes, submitted 3 applications to the City:
 - a. A rezone application (File # REZ04-0004) was submitted to change from R1, Single Family Residential (8,000 square foot minimum lot size) to R2, Single Family Residential (6,000 square foot minimum lot size). The vicinity is also subject to the Lea Hill zoning overlay whose main purpose is continuing some of the King County development standards for previously platted property within this annexed area. The rezone was needed because nursing homes/assisted living uses were not allowed in the R1 zoning district but were allowed in the R2 zoning district through a conditional use permit (CUP). The zoning designations have subsequently changed by the city.
 - b. A Conditional Use permit application (File # CUP04-0004) was submitted since at the time, the land use approval required to authorize nursing homes/assisted living uses in the City's R2, Single Family Residential (6,000 square foot minimum lot size) zoning district. The Conditional Use Permit authorizes a specific site plan and, in this case, also authorized a building height variance of six feet to increase the height of the main building to 36 feet.
 - c. An environmental checklist application (File # SEP04-0020) was submitted for the state-required analysis of the environmental impacts and city decision on the proposed land use changes and the proposed development.
13. In response to the applications received in 2004, the City issued a Final Mitigated Determination of Non-Significance (Final MDNS) (File # SEP04-0020) on August 31, 2004. The Final MDNS contained seven conditions necessary in order to reduce or avoid environmental impacts. While not identified as part of the proposed action at the time, the environmental checklist application acknowledged that a future phase of the project would add a skilled nursing facility as part of the project.
14. Also in response to the applications received in 2004, the City's Hearing Examiner on September 21, 2004 conducted a public hearing on the on the rezone and conditional use permit (and variance). After the hearing, the Hearing Examiner recommended approval to the City Council. The City Council on November 15, 2004 considered the request and adopted Ordinance No. 5881 approving the rezone and Conditional Use Permit with five

conditions.

15. Construction permits were applied for in 2005 and the site development was generally completed in 2006. At the time of construction, the two smaller parcels were not owned by Wesley Homes and contained single family residences. The two smaller parcels were subsequently acquired by Wesley Homes, Lea Hill LLC.

At the time, the development proposal was generally well-received as a way to preserve a large, family farmstead and open field containing trees, wetlands, and a stream with an environmentally sensitive non-nuisance use and development.

16. In 2009 the City amended its zoning code and changed the R1, Single Family Residential (8,000 square foot minimum lot size) to R5, Residential (Five (5) dwelling units per acre) and changed the R2, Single Family Residential (8,000 square foot minimum lot size) to the R7, Residential (seven (7) dwelling units per acre) zoning designation. The City also changed the set of uses allowed in the zoning districts such that the R7, Residential (Seven (7) dwelling units per acre) zoning designation does not allow nursing homes/assisted living facilities in this zoning district. By this change, the Wesley Homes project was made a legally-established use that is non-conforming to the use regulations.
17. The two smaller parcels, to the north side of the assisted living facility have been zoned "R1, Single Family Residential" (8,000 square foot minimum lot size) from the time of the parcel's annexation in 2000 until the zoning was changed to "R5, Residential" in 2009.
18. The following information on the existing Wesley Homes Lea Hill Senior Living Facility" is derived primarily from the application materials. The existing approximately 18.38-acre campus is accessed by a north-south private street (109th Place SE) extending south from SE 320th Street leading to the site buildings. The central portion of the site contains trees, wetlands and the headwaters of a stream that were preserved, protected, or enhanced at the time of original development in 2005. The site buildings, access, and parking areas were developed around these on-site resources.

"Eby Lodge": The north central portion of the site contains the main, three-story building containing approximately 128 residential apartments, dining room, and rooms for specific activities, such as theater, game room, wood shop, chapel, beauty salon, and fitness center. The building also contains underground parking and a secure wing for individuals living with memory impairment.

"Village Homes" – The east side and south sides of the site are bordered by a row of 22 single story homes, primarily as duplexes, that provide an independent living situation.

"Brownstones"– The southwest corner of the site contains two, two-story buildings with underground parking and approximately 12 apartment homes in each building.

Related Comprehensive Plan Amendment and Rezone Processing

19. At its October 22, 2013 public hearing, the Planning Commission reviewed the related Comprehensive Plan map amendment CPM #2 (File No. CPA13-0001, Wesley Homes Lea Hill LLC) to change Map No. 14.1 and change the comprehensive plan map designation from "Single Family Residential" to "Public and Quasi-Public" of the three parcels. The Planning Commission forwarded a recommendation for approval to the City Council.

20. At its November 25, 2013 meeting, the Planning and Community Development Committee of the City Council reviewed the comprehensive plan amendments and draft Ordinance No. 6489 and recommended approval, as recommended by the Planning Commission. On December 2, 2013 the City council approved Ordinance No. 6489 approving the change in comprehensive plan designation of the subject properties to "Public and Quasi-Public".
21. Pursuant to ACC 18.68.030 and ACC 18.68.040, all applications for a rezone shall be reviewed by the Planning Director prior to the scheduling of a public hearing. After review of the application, the Director shall determine which of the following two processes should occur to properly hear the rezone:

- a. If the rezone is consistent with the Comprehensive Plan, then the Hearing Examiner shall conduct a public hearing on the rezone and make a recommendation to the City Council pursuant to ACC 18.66.170.

This Application is consistent with the Comprehensive Plan, as outlined below in the 'Conclusions' section, below.

22. Pursuant to ACC 14.07.030 (Notice if open record pre-decision hearing required) and ACC 14.02.070 ("Project Permit Application" definition) a Notice of Application is required for site specific rezones and notice of a public hearing shall be given at least 15 days prior to the public hearing in accordance with ACC 14.07.030 and ACC 14.07.040. A combination Notice of Application and Public Hearing Notice was issued and published in the Seattle Times on December 31, 2013; this combined notice was mailed to the property owners within 300 feet of the subject site, and posted on the subject property meeting the notification requirements.

23. Per ACC 18.44.010, the stated intent of the "I, Institutional" zoning district is to:

" . . . provide an area where 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.

24. As identified in ACC 18.44.020, -025 and -030, the "I, Institutional" zoning classification allows a very limited range of uses, primarily as public-serving uses and their accessory uses. The development standards of the zone are contained in ACC 18.44.050.

B. CONCLUSIONS:

ACC Chapter 18.68 provides limited criteria for approval of a rezone. Following is a staff analysis of the requested application with the criteria.

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

Staff analysis: 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 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 2, 2013 the City Council approved Ordinance No. 6489 approving the change in comprehensive plan designation of the subject properties from “Single Family Residential” comprehensive plan designation to the “Public and Quasi-Public” comprehensive plan designation.

The Comprehensive Plan contains policy guidance that relates to this application. Chapter 14, Comprehensive Plan Map, starting at page 14-8 provides the following purpose and description of the “Public and Quasi-Public” Comprehensive Plan designation:

“Public and Quasi-Public

Purpose: To designate areas of significant size needed to provide public and quasi-public services to the community.

Description: This category includes those areas which are reserved for public or quasi-public uses of a developed character. It is intended to include those of a significant extent, and not those smaller public uses which are consistent with and may be included in another designation. Public uses of an industrial character, such as the General Services Administration, are included in the industrial designation. Streets, utilities and other public activities supporting other uses are not considered separate uses and are not so mapped. This designation includes large churches, private schools and similar uses of a quasi-public character. Developed parks are also designated under this category.

Compatible Uses: Uses more appropriately designated under another category should not be designated under this category, irrespective of ownership. Industrial and commercial uses which are affiliated with and managed by educational institutions for vocational educational purposes may be classified as a public use and permitted on a conditional basis.

Criteria for Designation: Designation of these areas should be consistent with the character of adjacent uses.

Appropriate Implementation: This designation will generally be implemented by three zones:

- 1) *P-1 (Public Use) District provides for the location and development of public uses that serve the cultural, educational, recreational and public service needs of the community.*
- 2) *I (Institutional Use) District provides for similar uses, but includes schools and typically allows a much broader list of uses.*
- 3) *LF (Landing Field) District provides for the operation and management of the Auburn Municipal Airport.*

The designation can also be implemented as a conditional use under various zones. Approval of these types of uses (and open space uses), not individually designated on the Plan Map, under a conditional use permit or rezone consistent with or related to adjacent zoning, shall not be considered inconsistent with the designations under this Plan.” (Emphasis added)

The requested change would make the zoning classification of the three parcels consistent with the properties' Comprehensive Plan designation. The property is not adjacent to other parcels already designated for and/or developed with assisted living or multiple family facilities or zoned “I, Institutional”. The properties are surrounded by single family residential uses and designations. The proposal however does involve a larger, approximately 18.5-acre site that is already developed with an integral assisted living facility that provides community benefits similar to a facility of a quasi-public character. The request is not anticipated to adversely affect compatibility with the surrounding single family residential area.

25. Also, in Chapter 3, Land Use, the Comprehensive Plan document provides various policies which relate to this request. Several policies promote additional residential development in order to meet community and growth management goals. The following excerpted policies relate to this requested change to “I, Institutional”:

“Chapter 3, Land Use

GOAL 7. RESIDENTIAL DEVELOPMENT

To emphasize housing development at single family densities, in order to reestablish a mix of housing types appropriate for a family oriented community, while recognizing the need and desire for both lower density and higher density housing appropriately located to meet the housing needs of all members of the community.

Objective 7.1. To establish a system of residential densities that accommodates a range of housing choices appropriate for the city.

Policies:

LU-13 The City should promote the provision, preservation and maintenance of adequate housing for the city's residents by encouraging a balanced mix of housing types and values appropriate to the income levels and lifestyles of area residents. Auburn has always been willing to accept its "fair share" of low and moderate cost housing opportunities. However, this has translated into a great disparity in Puget Sound communities with cities such as Auburn receiving more of these types of housing than other comparable communities. This has had impacts in terms of the costs of meeting human service needs as well as some poorly maintained multifamily properties which have caused a variety of problems. Auburn will work to insure that housing units are equitably distributed across the region in terms of both physical location and cost.”

While the request seeks to change the zoning of the property to “I, Institutional” when developed as an assisted living facility campus, Goal 7 and Policy LU-13 of the Comprehensive Plan recognizes the important role that these quasi-public facilities such as assisted living facilities contribute to residential neighborhoods. The proposal fulfils the goal of providing a range of housing styles so that residents can remain in the community as they advance in age

and not have to go outside the community to find housing suitable for advanced age. Also, this change facilitates the existing assisted living facilities' expansion. The neighborhood already contains this land use—the change does not introduce a new land use for the vicinity.

“GOAL 12. URBAN REDEVELOPMENT

To encourage redevelopment of underutilized areas to reduce sprawl and take full advantage of the City's investment in existing infrastructure.

Objective: 12.1 To facilitate infill development.

Policies:

LU-117 Encourage well designed infill and redevelopment projects to fully utilize previous investment in existing infrastructure in the single family residential, moderate density residential, and high density residential designated areas of the City.

The requested change is to facilitate further development of the assisted living facility and build upon the significant existing capital investment in the site. Redevelopment of the two smaller sites capitalizes on the existing location that is appropriate and accessible and serves the neighborhood and community. The assisted living facility is bordered by a “Residential Collector” street (S 320th ST) and a “Local Residential” street (110th Ave SE).

2. The rezone must be initiated by someone other than the City in order for the Hearing Examiner to consider the request.

Staff Analysis: The rezone application was submitted by Dan Balmelli and Paul Cyr of Barghausen Consulting Engineers, Inc., Agents, on behalf of Kevin Anderson, President and CEO of Wesley Homes Lea Hill LLC., Applicant.

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 or larger zone than requested.

Staff Analysis: The requested rezone change, is from “R5, Residential” and “R7, Residential” to “I, Institutional” zone. The staff recommendation for change is the same as the Applicant's proposal.

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 property. As mentioned under the Findings of Fact, a comprehensive plan map amendment was processed at the end of 2013 and approved by the City Council Ordinance No. 6489. The proposed rezone would adjust the zoning of the property to correspond and be consistent with the comprehensive plan designation. Showing of 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 property to "I, Institutional" will align the zoning district to the comprehensive plan designation. As noted above, Chapter 3, Land Use, and Chapter 14, The Comprehensive Plan Map', the Comprehensive Plan document provides various policies to meet community and growth management goals. The zoning change and assisted living expansion project will benefit the community and general welfare.

C. HEARING EXAMINER RECOMMENDATION

After conducting a properly advertised public hearing, the Hearing Examiner issued a written recommendation of **approval** on January 15, 2014 without conditions.

D. EXHIBIT LIST

- Exhibit 1 Staff Report
- Exhibit 2 Ordinance No. 6495
- Exhibit 3 Vicinity Map
- Exhibit 4 Zoning map showing the current and proposed zoning
- Exhibit 5 2012 Aerial Photograph
- Exhibit 6 Determination of Non-Significance (File No. SEP13-0025) dated September 6, 2013

ORDINANCE NO. 6 4 9 5

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE REQUEST OF WESLEY HOMES LEA HILL, LLC FOR REZONING OF THREE PARCELS TOTALING APPROXIMATELY 18.5 ACRES LOCATED SOUTH OF SE 320TH ST FROM R5, RESIDENTIAL AND R7, RESIDENTIAL 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, Kevin Anderson, President and Chief Executive Officer for Wesley Homes Lea Hill LLC, the Applicant, submitted a rezone application on behalf of the Wesley Homes Lea Hill LLC (File #REZ13-0001) for the Wesley Homes Lea Hill rezone on June 6 , 2013, for three parcels identified by King County, Washington, tax parcel numbers 1721059007, 1721059109 and 1721059253; and

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

Ordinance No. 6495
February 12, 2014
Page 1

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 Hearing Examiner on January 15, 2014 conducted a public hearing on the proposed Wesley Homes Lea Hill LLC Rezone, and

WHEREAS, at the public hearing the City of Auburn Hearing Examiner heard public testimony and took evidence and exhibits into consideration, and

WHEREAS, thereafter the City of Auburn Hearing Examiner made a recommendation to the City Council on the proposed Wesley Homes Lea Hill LLC Rezone; and

WHEREAS, on, February 18, 2014, the Auburn City Council considered the proposed Wesley Homes Lea Hill LLC Rezone; as recommended by the City of Auburn Hearing Examiner; 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 Wesley Homes Lea Hill, LLC Rezone to change three parcels totaling approximately 18.5 acres located South of SE 320th Street from "R5, Residential", and "R7, Residential", 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, from the Hearing Examiner's recommendation as set forth below:

FINDINGS OF FACT

Procedural:

1. **Applicant.** The Applicant is Kevin Anderson of Wesley Homes Lea Hill, LLC.

2. **Hearing.** A public hearing was held by the hearing examiner on the proposed rezone on January 15, 2014 at 5 30 p m at the City Council chambers at Auburn City Hall.

Substantive:

3. **Site/Proposal Description.** The Applicant has requested a rezone of 18.5 acres from R7 and R5 to I. The site is composed of three parcels. Two parcels totaling 0.5 acres in the area are currently zoned R5. The remaining 18 08 acres is zoned R7. All three parcels are located on the south side of SE 320th St. between 108th Avenue SE and 110th Avenue SE. The addresses of these properties are 10805, 10815, and 10925 SE 320th ST, Auburn WA. The underlying comprehensive plan land use map designation was amended to "Public and Quasi-Public" by ordinance adopted on December 2, 2013

The project site is primarily developed with an assisted living facility on the R7 parcel, composed of several buildings. One of the two smaller R5 parcels currently contains a single family home and the other R5 parcel is vacant, having its single-family home removed in 2011. The purpose of the rezone is to add a skilled nursing facility to the existing assisted living facility campus. Changes to the City's zoning code have rendered the assisted living campus nonconforming and the rezone is necessary to allow the addition of the 36 bed skilled nursing facility.

The existing approximately 18.38-acre assisted living campus is accessed by a north-south private street (109th Place SE) extending south from SE 320th leading to the site buildings. The central portion of the site contains trees, wetlands and the headwaters of a stream that were preserved, protected, or enhanced at the time of original development in 2005. The site buildings, access, and parking areas were developed

around these on-site resources. The campus can be divided into three different living areas as follows:

“Eby Lodge”. The north central portion of the site contains the main, three-story building containing approximately 128 residential apartments, dining room, and rooms for specific activities, such as theater, game room, wood shop, chapel, beauty salon, and fitness center. The building also contains underground parking and a secure wing for individuals living with memory impairment.

“Village Homes” – The east side and south sides of the site are bordered by a row of 22 single story homes, primarily as duplexes, that provide an independent living situation.

“Brownstones”– The southwest corner of the site contains two, two-story buildings with underground parking and approximately 12 apartment homes in each building.

4. Characteristics of the Area. The rezone area is surrounded by land zoned and developed with single-family residences.

5. Adverse Impacts. There are no significant adverse impacts associated with the proposal. The main issue with such a development would be compatibility, since the facility is surrounded by single-family use. However, as noted in the staff report, at the time the assisted living facility was proposed it was generally well-received as a way to preserve a large, family farmstead and open field containing trees, wetlands, and a stream with an environmentally sensitive low intensity development. It appears that the proposal is still generally well received as there have been no adverse written comments or testimony submitted against the proposal. The park-like setting of the existing campus is compatible with surrounding single-family use.

CONCLUSIONS OF LAW

Procedural:

1. Authority of Hearing Examiner. ACC 18 68 030(B)(1)(a) grants the Hearing Examiner with the authority to review and make a recommendation on rezone requests to the City Council if the planning director determines that the rezone requests are consistent with the comprehensive plan. The planning director has determined that the rezone request is consistent with the comprehensive plan.

Substantive:

2. Comprehensive Plan Land Use Map Designation. The Comprehensive Plan Land Use Map designation for the proposed rezone area is "Public and Quasi-Public"

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 R7 and R5 to I 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 designation for the property is currently "Public and Quasi-Public". The only zoning designations that are consistent with this designation are P-1 (Public Use), LF (Landing Field) and I. Given that there are no plans by any public agency to use the project area for a public purpose and the site is nowhere near the Auburn Municipal Airport, the I zone is the only zone that can feasibly implement the underlying comprehensive plan designation.

With the options for implementation limited to the I zone, the only remaining issue is whether any conditions should be placed on the rezone. The examiner inquired whether a condition should be placed restricting development to expansion of the assisted living facility. Staff responded that such a condition would not be necessary given the advance expansion plans of the applicant and the fact that the site is not practically suited for any other development. Given that rezone conditions can cause problems in the decades to come as changes in conditions make them increasingly incongruous with the property to which they apply, it is recommended that no conditions be placed upon the rezone.

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 allowing for senior housing options to Auburn residents.

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

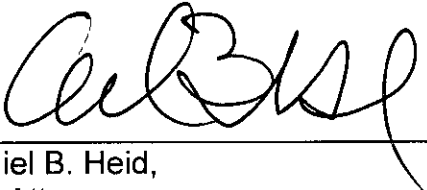
INTRODUCED: _____
PASSED: _____
APPROVED: _____

Nancy Backus
MAYOR

ATTEST

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

Published _____

Wesley Homes Lea Hill LLC , SEP13-0025



Printed Date: 9/4/2013
 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.

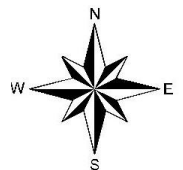


Exhibit 4

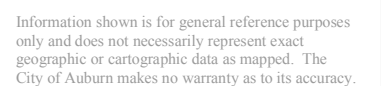
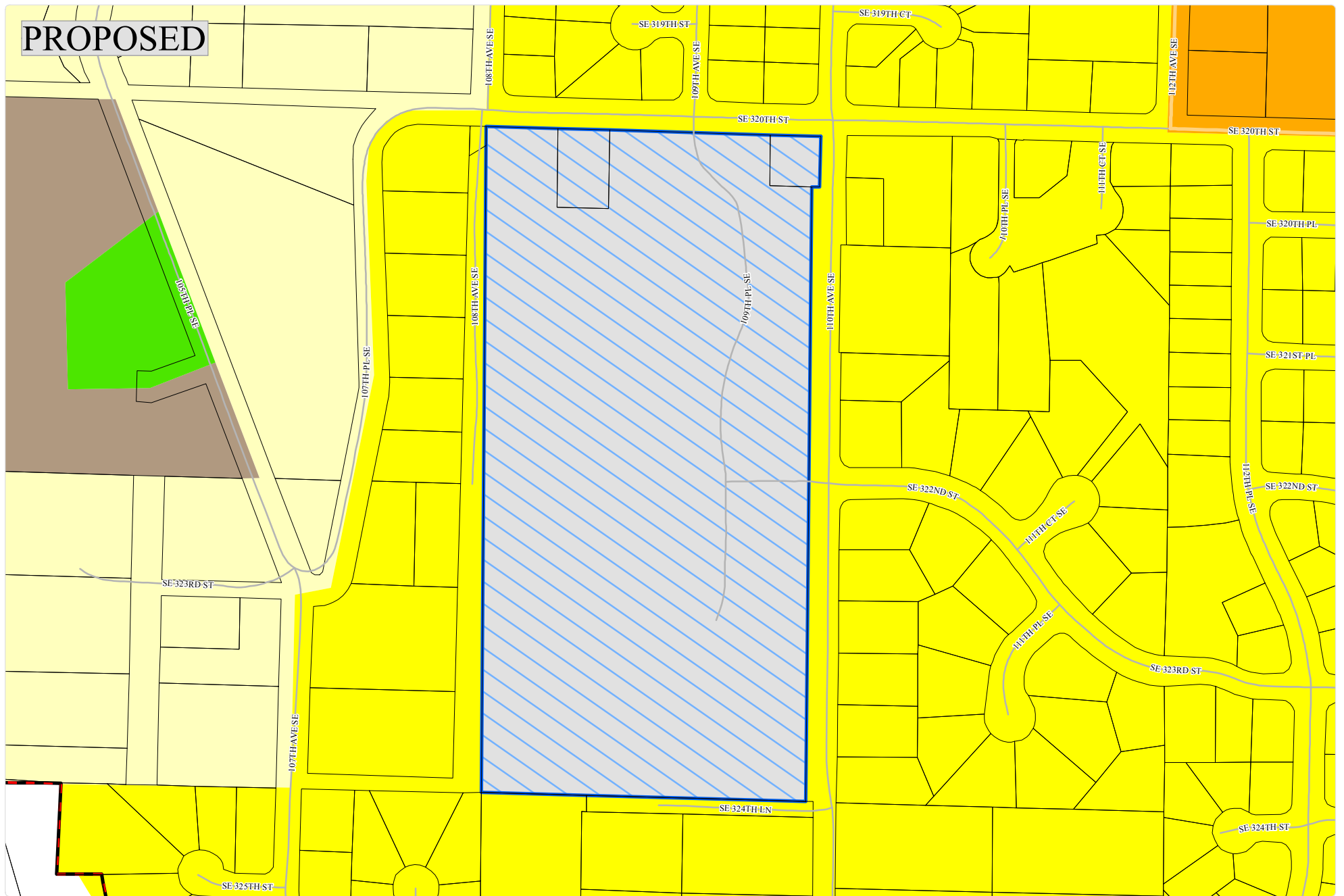
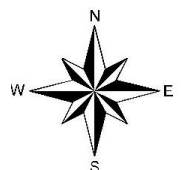




Exhibit 5

Printed Date:10/6/2013
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.



**Determination of Non-Significance
 Wesley Homes Lea Hill LLC
 Comprehensive Plan Map Amendment, Rezone, Conditional Use Permit
 Amendment & Skilled Nursing Facility
 SEP13-0025**

Project: Comprehensive Plan map amendment, rezone, conditional use permit amendment and site preparation and construction of a 32,000 square foot, 36-bed skilled nursing facility addition.

Applicant: Kevin Anderson, President and CEO
 Wesley Homes Lea Hill LLC
 815 South 216th Street
 Des Moines, WA 98198

Agent: Daniel K. Ballmelli, P.E.
 Barghausen Consulting Engineers Inc.
 18215 72nd Avenue South
 Kent, WA 98032

Location: The proposal involves three parcels located on the south side of SE 320th St between 108th Avenue SE and 110th Avenue SE. The addresses of these properties are 10805, 10815 and 10925 SE 320th Street (Parcel # 1721059007, 1721059253 & 1721059109) within the NE quarter of Section 17, Township 21 North, Range 5 East, W.M.

Lead Agency: City of Auburn

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

This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date issued below. Comments must be submitted by 5:00 p.m. on **September 20, 2013**.

Any person aggrieved of the City's determination may file an appeal with the Auburn City Clerk within 14 days of the close of the comment period, or by 5:00 p.m. on **October 4, 2013**.

Responsible Official: Nancy Welch
Position/Title: Director, Planning and Development Department
Address: 25 West Main Street
 Auburn, Washington 98001
 253-931-3090

Date Issued: September 6, 2013

Signature: 
 Nancy Welch
 Director, Planning and Development Department

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6496

Date:

February 11, 2014

Department:

Planning and Development

Attachments:

[Exhibit 1 - Agenda Bill](#)

[Ordinance 6496](#)

[Exhibit 3 - Vicinity Map](#)

[Exhibit 4 - Zoning Map](#)

[Exhibit 5 - 2012 Aerial Map](#)

[Exhibit 6 - Determination of Non-](#)

[Significance](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6496.

Background Summary:

See attached Agenda Bill.

Reviewed by Council Committees:

Planning And Community Development Other: Hearing Examiner, Planning, Legal

Councilmember: Holman

Staff: Tate

Meeting Date: February 18, 2014

Item Number: ORD.C



AGENDA BILL APPROVAL FORM

Agenda Subject Ordinance No. 6496, Fonpee, LLC and Edwin Stanberry Zoning Map Amendment (Rezone), REZ13-0002		Date: February 10, 2014		
Department: Planning and Development	Attachments: See listing below.	Budget Impact: N/A		
Administrative Recommendation: City Council to introduce and adopt Ordinance No. 6496 approving the Fonpee LLC and Stanberry Zoning Map Amendment (Rezone) without conditions.				
APPLICANTS/OWNERS: Mike Cotter, President Fonpee LLC, an Omega USA Inc. Company 3705 West Valley Highway N Auburn, WA 98001 Edwin Stanberry 3719 West Valley Highway North Auburn, WA 98001 REQUEST: File No. REZ13-0002 Rezoning of the eastern portion of two parcels totaling approximately 2.10 acres from "C3, Heavy Commercial" to "M1, Light Industrial". LOCATION: The eastern portion of two parcels located at the NW corner of West Valley HWY North and 37th ST NW, addressed as 3705 and 3719 West Valley HWY North. Parcel # 0221049077 & 0221049098 within the NE quarter of Section 2, Township 21 North, Range 4 East, W.M.				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Reviewed by Council & Committees: ☐ Arts Commission ☐ Airport ☒ Hearing Examiner ☐ Human Services ☐ Park Board ☐ Planning Comm. COUNCIL COMMITTEES: ☐ Finance ☐ Municipal Services ☐ Planning & D ☐ Public Works ☐ Other _____ </td> <td style="width: 50%; vertical-align: top;"> Reviewed by Departments & Divisions: ☒ Building ☐ Cemetery ☐ Finance ☒ Fire ☐ Legal ☒ Public Works ☐ M&O ☐ Mayor ☐ Parks ☒ Planning ☐ Police ☐ Human Resources </td> </tr> </table>			Reviewed by Council & Committees: ☐ Arts Commission ☐ Airport ☒ Hearing Examiner ☐ Human Services ☐ Park Board ☐ Planning Comm. COUNCIL COMMITTEES: ☐ Finance ☐ Municipal Services ☐ Planning & D ☐ Public Works ☐ Other _____	Reviewed by Departments & Divisions: ☒ Building ☐ Cemetery ☐ Finance ☒ Fire ☐ Legal ☒ Public Works ☐ M&O ☐ Mayor ☐ Parks ☒ Planning ☐ Police ☐ Human Resources
Reviewed by Council & Committees: ☐ Arts Commission ☐ Airport ☒ Hearing Examiner ☐ Human Services ☐ Park Board ☐ Planning Comm. COUNCIL COMMITTEES: ☐ Finance ☐ Municipal Services ☐ Planning & D ☐ Public Works ☐ Other _____	Reviewed by Departments & Divisions: ☒ Building ☐ Cemetery ☐ Finance ☒ Fire ☐ Legal ☒ Public Works ☐ M&O ☐ Mayor ☐ Parks ☒ Planning ☐ Police ☐ Human Resources			
Action: Committee Approval: ☐ Yes ☐ No Council Approval: ☐ Yes ☐ No Referred to _____ Until ____/____/____ Tabled _____ Until ____/____/____				
Councilmember: Holman		Staff: Tate		
Meeting Date: February 18, 2014		Item Number:		

EXISTING ZONING: The eastern portions of the two parcels are zoned “C3, Heavy Commercial” and the western portion of the parcels are zoned “M1, Light Industrial”.

**EXISTING
COMPREHENSIVE
PLAN DESIGNATION:**

The two parcels are designated “Light Industrial” by recent Ordinance No. 6489, adopted December 2, 2013.

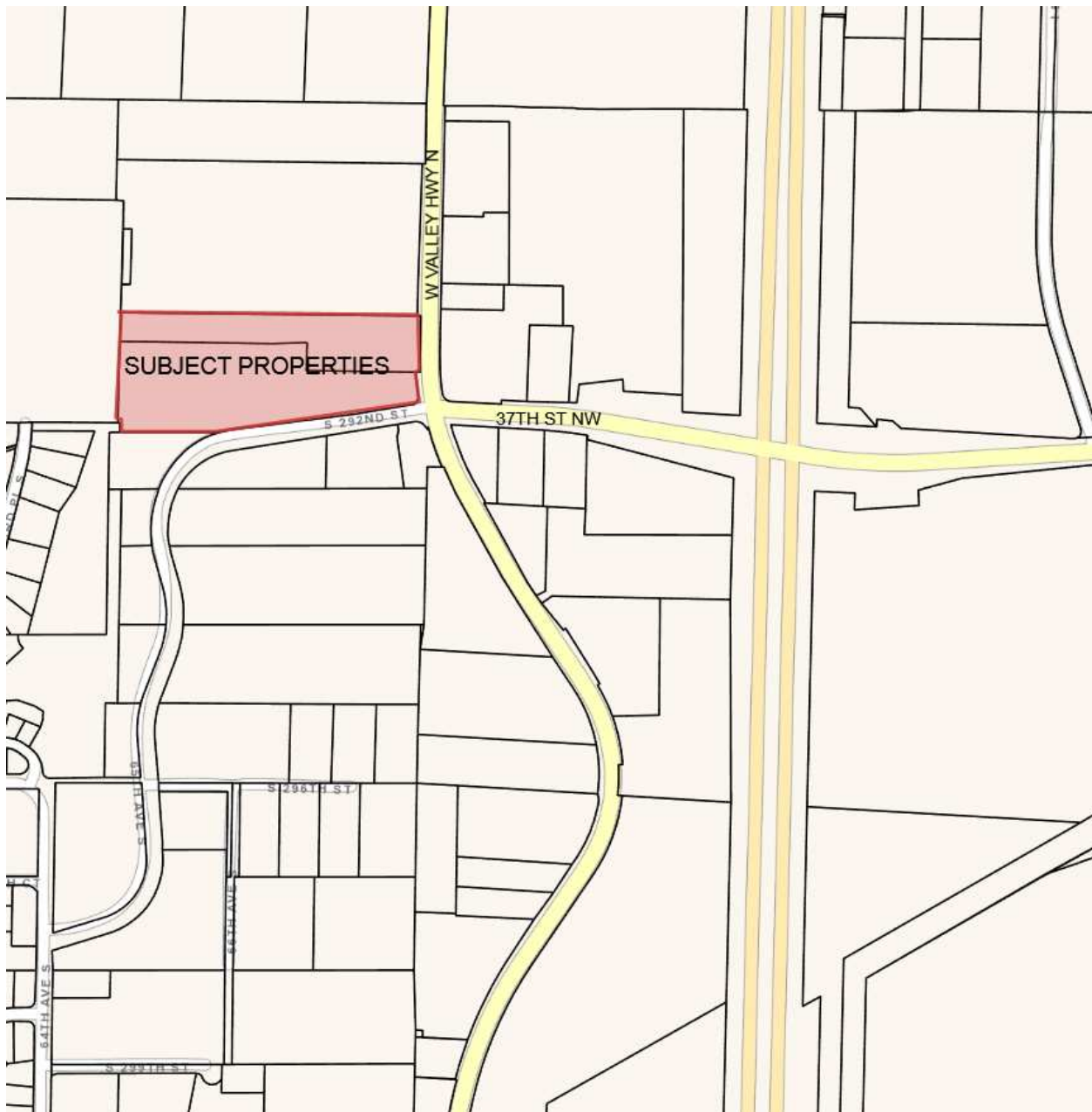
SEPA STATUS:

A Determination of Non-Significance (DNS) was issued under city file SEP13-0019 on August 26, 2013. The comment period ended September 10, 2013 and the appeal period ended September 24, 2013. No comments or appeals were received.

The Comprehensive Plan designation, zoning classification and land uses of the site and surrounding properties are as follows:

	Comprehensive Plan Designation	Zoning Classification	Current Land Use	
			northern parcel (3719 W Valley Hwy N (Parcel # 0221049077) owned by Edwin Stanberry	southern parcel (3705 W Valley Hwy N (Parcel # 0221049098) owned by Fonpee LLC.
On-Site	“Light Industrial”	M1, Light Industrial & C3, Heavy Commercial	Single family house	Building contractor business
North	“Light Industrial”	M1, Light Industrial	Trucking company, construction contractor, vacant parcel	
South	“Heavy Commercial” and “Single Family Residential”	C3, Heavy Commercial & R5, Residential 5 dwelling units per acre	Across 37 th ST NW; Warehouse, multi-tenant commercial center & single family residences	
East	“Heavy Commercial”	C3, Heavy Commercial	Across W Vly Hwy; Multi-tenant commercial center, freight terminal, modular home manufacturer	
West	Single Family Residential”	R5, Residential 5 dwelling units to the acre) beyond	Single family residential	

Vicinity Map



A. FINDINGS

1. The related Comprehensive Plan map amendment, rezone (zoning map amendment) and environmental checklist applications were accepted on June 7, 2013, prior to the submittal deadline for processing of annual Comprehensive Plan Amendments.
2. The applications were submitted by Mike Cotter, President of Fonpee LLC, as owner of one property and as an agent on behalf of the other property owner, Edwin Stanberry. The property owners are co-applicants.
3. The northern property (3719 W Valley Hwy N (Parcel # 0221049077)) is owned by Edwin Stanberry. The southern property (3705 W Valley Hwy N (Parcel # 0221049098)) is owned by Fonpee LLC.
4. The zoning map amendment (rezone) application seeks to change the zoning classification of eastern portion of two parcels totaling approximately 2.10 acres from "C3, Heavy Commercial" to "M1, Light Industrial".
5. Both properties have split zoning designations; the western portion of each is "M1, Light Industrial"; the eastern part is "C3, Heavy Commercial". The combined area of change from "C3, Heavy Commercial" to "M1, Light Industrial" is approximately 2.10 acres.
6. The two properties are roughly rectangular in shape with the longer axis oriented east-west and measuring approximately 1,081 feet.
7. The properties are part of the transition in grade from the western hillside to the valley floor and a north-south aligned stream borders the western boundary of both properties.
8. The northern property (3719 W Valley Hwy N (Parcel # 0221049077)) owned by Edwin Stanberry contains a single family house. The southern property (3705 W Valley Hwy N (Parcel # 0221049098)) owned by Fonpee, LLC site is developed with three buildings as a building contractor business.
9. Both sites are bordered to the east by developed W. Valley Highway N. which is classified by the City as a "Principal Arterial" which prescribes a five-lane road with 87 feet of right-of-way. The southern property borders 37th St NW, which is classified as a "Residential Collector" street which prescribes either 2 or 3 lanes and a 55-foot wide right-of-way.
10. A Determination of Non-Significance (DNS), the environmental review decision required under the State Environmental Policy Act (SEPA), was issued for the Fonpee LLC and E. Stanberry Comprehensive Plan Map Amendment and Rezone under City File No. SEP13-0019 on August 26, 2013. While there were telephone inquiries, no comment letters or appeals were received in response to the issuance of the environmental review decision.

History of Subject Properties

11. The property is located within the King County portion of the City of Auburn. It was annexed to the City in 1971 by Ordinance No. 2605.

12. Based on historic zoning maps, the subject properties were zoned UNCL, Unclassified from the time of annexation up until 1987 and then were changed to the split designations of M1, Light Industrial and C3, Heavy Commercial. The zoning boundaries originally followed parcel boundaries that have since been modified or eliminated through combining lots.
13. Fonpee LLC as Omega Industrial contractors has had a city business license (#24475) and has been conducting business since 2006 from this location. The site formerly consisted of three different parcels; the two western parcels are zoned M1, Light Industrial and the eastern parcel is zoned C3, Heavy Commercial. The parcels were combined by a lot line adjustment, BLA07-0009 but the zoning boundaries remain unchanged. The extent of the site usage has increased over the years to the present day. In 2008, the city issued a Mitigated Determination of Non-significance (MDNS)(File No. SEP07-0017) for the removal of all existing buildings; on-site grading and construction of a 5,800 square foot office building, a 7,800 square foot garage and a 4,800 concrete pad. The Applicant has been working to convert the site from two lots; each with single family residence used as offices to an industrial development and bringing the site into conformance with zoning and development standards. The houses have been removed, the site graded, and Applicant has recently completed utility and street improvements to 37th ST NW and West Valley Highway North pursuant to the city's approval of a facility extension agreement and grading permits. In 2010 Fonpee LLC secured a temporary use permit (File No. TMP10-0006) to install and occupy a modular building to facilitate needed office space to support the business and site redevelopment. In 2011 the city issued a building permit for a 4,800 square foot storage building (File No. BLD08-108) and in 2013 issued a permit for a 4,200 square foot carport (File No. BLD12-0406). The duration of the redevelopment has been affected by the length of the economic downturn.
14. As indicated by the Applicant's narrative submitted with the application, the Comprehensive Plan Amendment and related rezoning have been requested for the purpose of bringing the entirety of both properties under the same zoning designation to ensure the ability for future redevelopment. Fonpee LLC, operating as Omega USA Company is a "building contractor" business and has plans for further development of the southern lot to include a future office building. While this further future development is capable of being done under the C3, Heavy Commercial zoning designation (office uses and structures are allowed) it is complicated by being subject to different development standards.
15. Mr. Stanberry has not identified specific plans for redevelopment of his property.

Related Comprehensive Plan Amendment and Rezone Processing

16. At its October 22, 2013 public hearing, the Planning Commission reviewed CPM #3 (File No. CPA13-0002, Fonpee LLC and E. Stanberry) to change Map No. 14.1 and change the comprehensive plan designation for the eastern portion of the parcels from "Heavy Commercial" to "Light Industrial". The Planning Commission forwarded its recommendation for approval to the City Council.
17. At its November 25, 2013 meeting, the Planning and Community Development Committee of the City Council reviewed the Amendments and the draft Ordinance No. 6489 and recommended approval, as recommended by the Planning Commission. On December 2, 2013 the City council approved Ordinance No. 6489 approving the change in comprehensive plan designation of the subject properties to "Light Industrial".

18. Pursuant to ACC 18.68.030 and ACC 18.68.040, all applications for a rezone shall be reviewed by the Planning Director prior to the scheduling of a public hearing. After review of the application, the Director shall determine which of the following two processes should occur to properly hear the rezone:

- a. If the rezone is consistent with the Comprehensive Plan, then the Hearing Examiner shall conduct a public hearing on the rezone and make a recommendation to the City Council pursuant to ACC 18.66.170.

This application is consistent with the comprehensive plan, as outlined below in the Conclusions.

19. Pursuant to ACC 14.07.030 (Notice if open record pre-decision hearing required) and ACC 14.02.070 ("Project Permit Application" definition) a Notice of Application is required for site specific rezones and notice of a public hearing shall be given at least 15 days prior to the public hearing in accordance with ACC 14.07.030 and ACC 14.07.040. A combination notice of application and public hearing was issued and published in the Seattle Times on December 31, 2013; this combined notice was mailed to the property owners within 300 feet of the subject site, and posted on the subject property meeting the notification requirements.

20. Per ACC 18.23.020.G, the stated intent of the "M1, Light Industrial" zoning district 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."

21. As identified in ACC 18.23.030 the "M1, Light Industrial" zoning classification allows a wide range of uses. While primarily manufacturing and processing in focus, the regulations also allow many commercial and service oriented uses. The development standards of the zone are contained in ACC 18.23.040.

B. CONCLUSIONS:

22. ACC Chapter 18.68 provides limited criteria for approval of a rezone. Following is a staff analysis of the requested application with the criteria.

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

Staff analysis: 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 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 2, 2013 the City Council approved Ordinance No. 6489 approving the change in comprehensive plan designation of the portion of the subject properties from the "Heavy Commercial" to "Light Industrial".

The Comprehensive Plan contains policy guidance that relates to this application. Chapter 14, 'Comprehensive Plan Map', starting at page 14-14 provides the following purpose and description of the 'Light Industrial' Comprehensive Plan designation:

"Light Industrial

Purpose: To reserve quality industrial lands for activities that implement the City's economic development goals and policies.

Description: This category is intended to accommodate a wide range of industrial and commercial uses. This designation is intended to provide a location attractive for manufacturing, processing and assembling land use activities that benefit from quality surroundings and appropriate commercial retail uses that benefit from the location, access, physical configuration, 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. The siting and design of industrial buildings shall be of an "industrial or business park" character. Certain residential uses may be permitted, especially in industrial areas that have been established to promote a business park environment that complements environmental features, and/or if development standards are developed to promote compatibility between residential and other non-residential land uses.

Compatible Uses: A wide range of industrial and heavy commercial uses may be permitted, subject to performance standards. These uses include indoor manufacturing, processing and assembling of materials from previously prepared or raw materials and ancillary and necessary warehousing and distribution of finished goods associated with manufacturing and industrial uses. Certain residential uses may be permitted if development standards are established to promote compatibility between residential and other non-residential land uses.

Outside storage shall be permitted only subject to performance criteria addressing its quantity and location to ensure it is compatible with adjacent uses and so that such storage would not detract from the potential use of the area for light industry. In all cases such storage shall be extensively screened. In the Environmental Park District that implements the "Light Industrial" plan map designation; outdoor storage will be strictly limited to promote compatibility with adjacent environmental land uses. Uses

involving substantial storage or processing of hazardous materials as well as substantial emissions should not be permitted in these areas. A wide range of commercial activities may be allowed to provide increased opportunities for sales tax revenue.

The Burlington Northern Santa Fe Railroad Auburn Yard located within the Railroad Special Plan Area is considered a compatible use at its current level of usage (as of August 14, 1996). It is not bound by the policies concerning outside storage under the existing light industrial designation as it was an existing use prior to the development of this policy. Should BNSF decide to reactivate its applications to upgrade the yard to an intermodal facility, the proposal will be subject to the essential public facility siting process as defined in the Capital Facilities Element (Chapter 5).

To ensure the City's long-term ability to invest in public infrastructure and services remains viable, the City must pursue implementation of policies that incentivize the transition of current and future land uses in its industrial zones away from distribution and warehouse uses. The City believes that manufacturing and industrial land uses should over time largely replace warehouse and distribution land uses currently existing in the City and that any future warehouse and distribution uses should be ancillary to and necessary for the conduct of manufacturing and industrial uses. Manufacturing and industrial uses are more appropriate and beneficial through higher and better use of the land, enhanced employment densities, increased property tax revenues and potential on-site sales tax revenue generation for receipt of materials and other goods and services.

The establishment of regulations and incentives that create a basis for increased commercial retail uses in the City's industrial zoning districts will provide greater opportunity for the generation of sales tax revenue in the City. Increased sales tax revenue will positively impact the City's continued ability to maintain and operate a strong public investment program in infrastructure and services. Commercial retail uses will in turn be attracted to and benefit from the location, access, physical configuration and building types of industrial zoned properties.

Criteria for Designation: *This designation should be applied to a majority of the Region Serving Area designated under this Plan. It is particularly appropriate for industrial land within high visibility corridors. This category should separate heavy industrial areas from other uses.*

Considerations Against Applying this Designation: *Within the Community Serving Area, this designation should only be applied to sites now developed as light industrial sites. Industrial sites along rail corridors are generally more appropriate for heavier industrial uses, unless in high visibility corridors.*

Appropriate Implementation: *This designation is implemented by the Light Industrial (M-1), Environmental Park (EP) or Business Park (BP) zone."*

Consistent with this discussion in the Comprehensive Plan, the properties are adjacent to other properties designated "Light Industrial" by the Comprehensive Plan (on-site and off-site) and adjacent to properties already developed with light industrial uses. The site is separated by stream corridor and hillside from residential uses. The site is also located in the regional-serving area specific in the City's Comprehensive Plan. The location of the properties is ideally suited for light-industrial uses. The property can be served with high

capacity and high quality public services and facilities. The southern parcel has recently completed street frontage improvements. The properties have frontage and access to West Valley Hwy N classified as a "Principal Arterial" in the City's Comprehensive Transportation Plan or by 37th Street NW. The location provides proximity to W Valley Hwy N with access to SR 167 at S 277th Street and to SR 18.

23. For comparison, Chapter 14, Comprehensive Plan Map, starting at page 14-11 provides the following purpose and description of the 'Heavy Commercial' Comprehensive Plan designation:

"Heavy Commercial

Purpose: To provide automobile oriented commercial areas to meet both the local and regional need for such services.

Description: This category is intended to accommodate uses which are oriented to automobiles either as the mode or target of providing the commercial service. The category would also accommodate a wide range of heavier commercial uses involving extensive storage or heavy vehicular movement.

Compatible Uses: A wide variety of commercial services oriented to automobiles are appropriate within this category. This includes automobile sales and service, drive in restaurant or other drive in commercial business, convenience stores, etc. Since these uses are also compatible with heavier commercial uses, lumber yards, small scale warehousing, contractor yards and similar heavy commercial uses are appropriate in this designation.

Criteria for Designation: This designation should only be applied to areas which are highly accessible to automobiles along major arterials. Generally this category would characterize commercial strips. This zone is appropriate for the intersections of heavily traveled arterials, even if adjacent sites are best suited for another commercial designation.

Considerations Against Applying this Designation: Areas which conflict with single family residential areas or areas more suited for other uses. Whenever possible this category should be separated from all uses by extensive buffering.

Appropriate Implementation: This category is implemented by the C-3 Heavy Commercial District and the C-4, Mixed Use Commercial District."

Due to the shape of each property with the narrow frontage bordering W Valley Hwy N and longer axis east-west, the shape of the property is not readily conducive to commercial development over the entire parcel. That was likely the explanation for only the eastern portion begin designated "Heavy Commercial". The split zoning makes it difficult for a property to owner to develop the property in its entirety with a single use or enterprise. As a result, the requested change is appropriate.

Also, in Chapter 3, "Land Use", the Comprehensive Plan document provides various policies which address light industrial development in order to meet community and growth management goals. The following excerpted policies starting on page 3-35 relate to this request:

“GOAL 11. INDUSTRIAL DEVELOPMENT

To provide for, establish and maintain a balance of industrial uses that respond to local and regional needs and enhance the city's image through optimal siting and location, taking into consideration tax policy impacts of streamlined sales tax and/or other similar legislation.

Type of Industrial Uses

There is a wide variety of possible industrial uses that could be sited in Auburn. As with the mix of residential uses, the mix of industry also affects the image of the city. The regional image of the city is that of an industrial suburb with an emphasis on heavy industry. This image is quite apparent as one travels along Highway 167 where there is an almost unending view of high-bay warehouse buildings.

Different types of industrial areas should be separated since some types of industrial activities conflict with other industrial activities (especially those of a more desirable character). Such separation should be based primarily on performance standards.

Location of Industrial Uses

Before the adoption of the 1986 Comprehensive Plan, there had been little separation of various types of industrial uses. At the time, there was no well understood policy basis regarding the separation of different types of industrial uses and some areas very suitable for high quality light industrial uses were committed to heavier uses. High visibility corridors developed with a heavier industrial character and established a heavy industry image for the city. The Plan provides clear distinction between different industrial uses. It also reserves areas for light industrial uses.

Objective 11.3. *To reserve areas appropriate for industrial development.*

Policies:

LU-103 *Any significant industrial activity shall be limited to the designated Region Serving Area of the city (see Map 3.2). The City recognizes that industrial development's place varying demands on the community's quality of life and service capabilities. In addition to demonstrating a developments' consistency with Plan policies, applicable land use regulations, and environmental policies, significant industrial development shall be encouraged to provide a balance between service demands and impacts placed on the city's quality of life vs. the local benefits derived from such development. The extent to which industrial development is promoted shall also take into consideration tax policy and tax structure impacts upon the City.”*

The city's comprehensive plan seeks to establish and maintain a balance of industrial uses that respond to local and regional needs while enhancing the city's image through optimal siting and location of light industrial uses. The large lot and that circumstance of the property being bordered to the north by properties that are already developed with light industrial uses suggest the change is appropriate. The proposed change to “Light Industrial” seeks to link existing areas of the same designation.

2. The rezone must be initiated by someone other than the City in order for the Hearing Examiner to consider the request.

Staff Analysis: The rezone application was submitted by Mike Cotter, President of Fonpee LLC, as owner of one property and as an agent on behalf of the other property owner, Edwin Stanberry. The property owners are co-applicants.

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 or larger area than requested.

Staff Analysis: The requested zone change, is from the “C3, Heavy Commercial” to “M1, Light Industrial” zone. The staff recommendation for change is the same as the Applicant’s proposal.

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 property. As mentioned under the ‘Findings of Fact’, a comprehensive plan map amendment was processed in 2013 and approved by the City Council Ordinance No. 6489. The proposed rezone would adjust the zoning of the property to correspond and be consistent with the comprehensive plan designation. Showing of 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 property from “C3, Heavy Commercial” to “M1, Light Industrial” will align the zoning district to the comprehensive plan designation. As noted above, Chapter 3, ‘Land Use’, and Chapter 14, ‘The Comprehensive Plan Map’, provide 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. HEARING EXAMINER RECOMMENDATION

After conducting a properly advertised public hearing, the Hearing Examiner issued a written recommendation of **approval** on January 29, 2014 without conditions.

D. EXHIBIT LIST

- Exhibit 1 Agenda Bill
- Exhibit 2 Ordinance No. 6496
- Exhibit 3 Vicinity Map
- Exhibit 4 Zoning map showing the current and proposed zoning
- Exhibit 5 2012 Aerial Photograph
- Exhibit 6 Determination of Non-Significance (DNS) (File No. SEP13-0019) dated August
26, 2013.

ORDINANCE NO. 6 4 9 6

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE REQUEST OF FONPEE, LLC AND STANBERRY FOR REZONING OF A PORTION OF TWO PARCELS TOTALING APPROXIMATELY 2.1 ACRES LOCATED AT THE NW CORNER OF WEST VALLEY HWY N AND 37TH ST NW FROM C3, HEAVY COMMERCIAL TO M1, LIGHT INDUSTRIAL 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, Mike Cotter, President of Fonpee LLC, as owner of one property and as an agent on behalf of the other property owner and co-applicant; Edwin Stanberry, submitted a rezone application (File #REZ13-0002) for the Fonpee LLC and Stanberry rezone on June 7, 2013, for the eastern portion of two parcels identified by King County, Washington tax parcel numbers. 0221049077 and 0221049098; 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 Hearing Examiner on January 15, 2014 conducted a public hearing on the proposed Fonpee LLC and Stanberry Rezone; and

WHEREAS, at the public hearing the City of Auburn Hearing Examiner heard public testimony and took evidence and exhibits into consideration, and

WHEREAS, thereafter the City of Auburn Hearing Examiner made a recommendation to the City Council on the proposed Fonpee LLC and Stanberry Rezone, and

WHEREAS, on, February 18, 2014, the Auburn City Council considered the proposed Fonpee LLC and Stanberry Rezone, as recommended by the City of Auburn Hearing Examiner; 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 Fonpee LLC and Stanberry Rezone to change the eastern portion of two parcels totaling approximately 2.10 acres located at the NW corner of West Valley Hwy N and 37th ST NW from "C3, Heavy Commercial", to "M1, Light Industrial 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 Hearing Examiner's recommendation as set forth below

FINDINGS OF FACT

1. **Applicant.** The co-applicants are Mike Cotter, President of Fonpee LLC and Edwin Stanberry
2. **Hearing.** A public hearing was held by the hearing examiner on the proposed rezone on January 15, 2014 at 5 30 p.m. at the City Council chambers at Auburn City Hall.

Substantive:

3 **Site/Proposal Description.** The applicant has requested a rezone of 2.1 acres from C3 (Heavy Commercial) to M1 (Light Industrial) The rezone is necessary to make the zoning of the parcels consistent with the underlying "Light Industrial" comprehensive plan land use map designation, which was so designated by ordinance approved by the City Council on December 2, 2013

The rezone area is composed of two parcels. Both parcels have split zoning with the C3 rezone area located along their eastern ends. The remaining portions of the two lots are zoned M1. Approval of the rezone will remove the split zoning and make both lots M1 in their entirety. The current zoning boundaries originally followed parcel boundaries that have since been modified or eliminated through combining lots. As detailed in the staff report, the rezone area has been accommodating expanding businesses (at least on one of the two lots) and the rezone will facilitate the continued expansion of these businesses by providing for a consistent set of development standards across the lots.

The properties are part of the transition in grade from the western hillside to the valley floor and a north-south aligned stream borders the western boundary of both properties.

4. Characteristics of the Area. The rezone area is surrounded by land zoned and developed with a wide variety of uses including commercial, industrial and single family residential.

5. Adverse Impacts. There are no significant adverse impacts associated with the proposal. The site is separated by stream corridor and hillside from residential uses, the only uses that would be considered incompatible with the types of uses authorized in the M1 district.

CONCLUSIONS OF LAW

Procedural:

1. Authority of Hearing Examiner. ACC 18 68 030(B)(1)(a) grants the Hearing Examiner with the authority to review and make a recommendation on rezone requests to the City Council if the planning director determines that the rezone requests are consistent with the comprehensive plan. The planning director has determined that the rezone request is consistent with the comprehensive plan.

Substantive:

2. Comprehensive Plan Land Use Map Designation. The Comprehensive Plan Land Use Map designation for the proposed rezone area is "Light Industrial"

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 C3 to M1 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 designation for the property is currently "Light Industrial" The only zoning designations that are consistent with this designation are M1, Environmental Park (EP) and Business Park (BP) The M1 zone is the only zone that is consistent with the sites as they are currently developed and are intended to be developed

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 allowing for continued business expansion.

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:



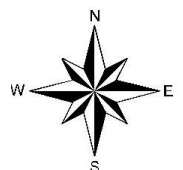
Daniel B. Heid,
City Attorney

Published: _____

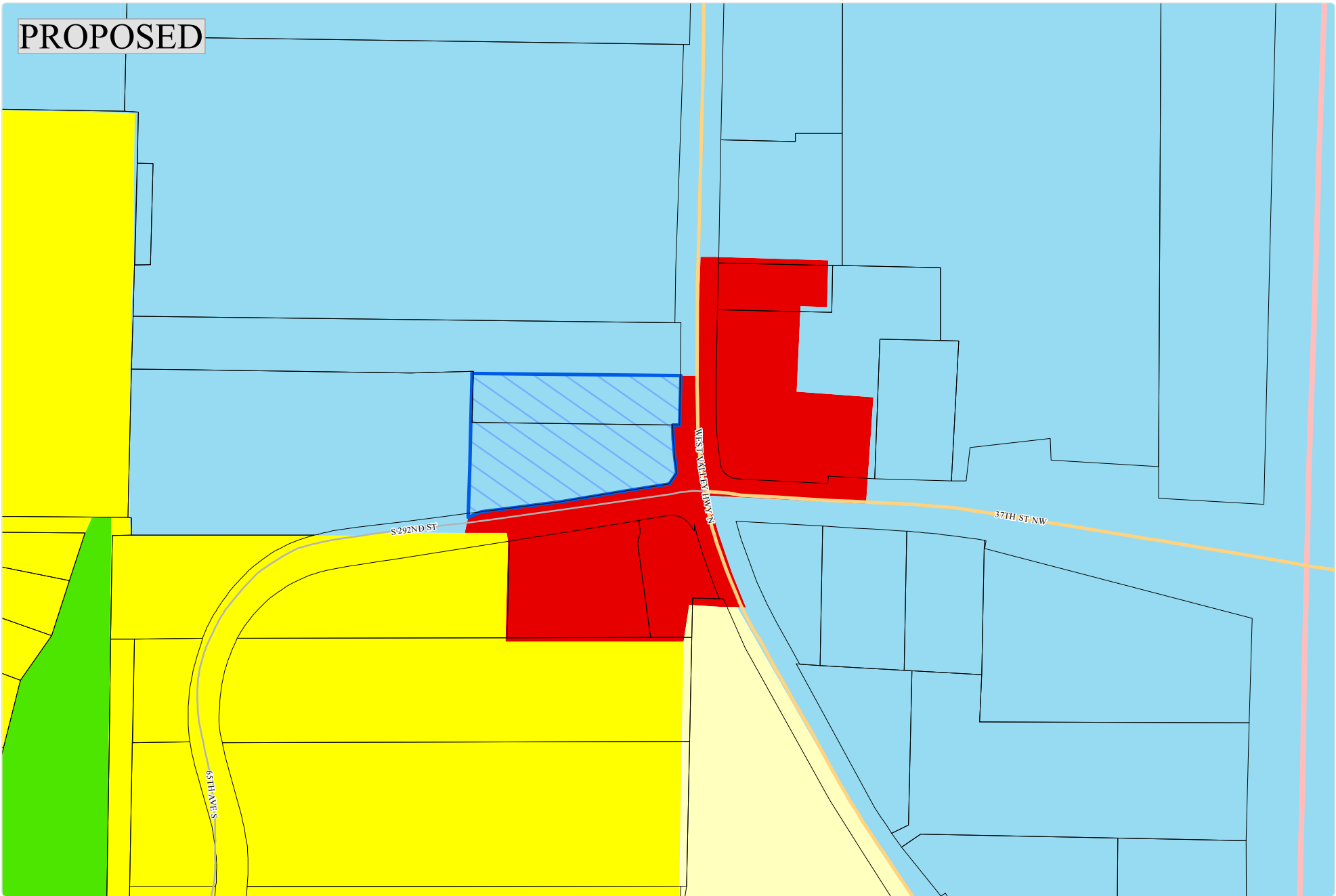
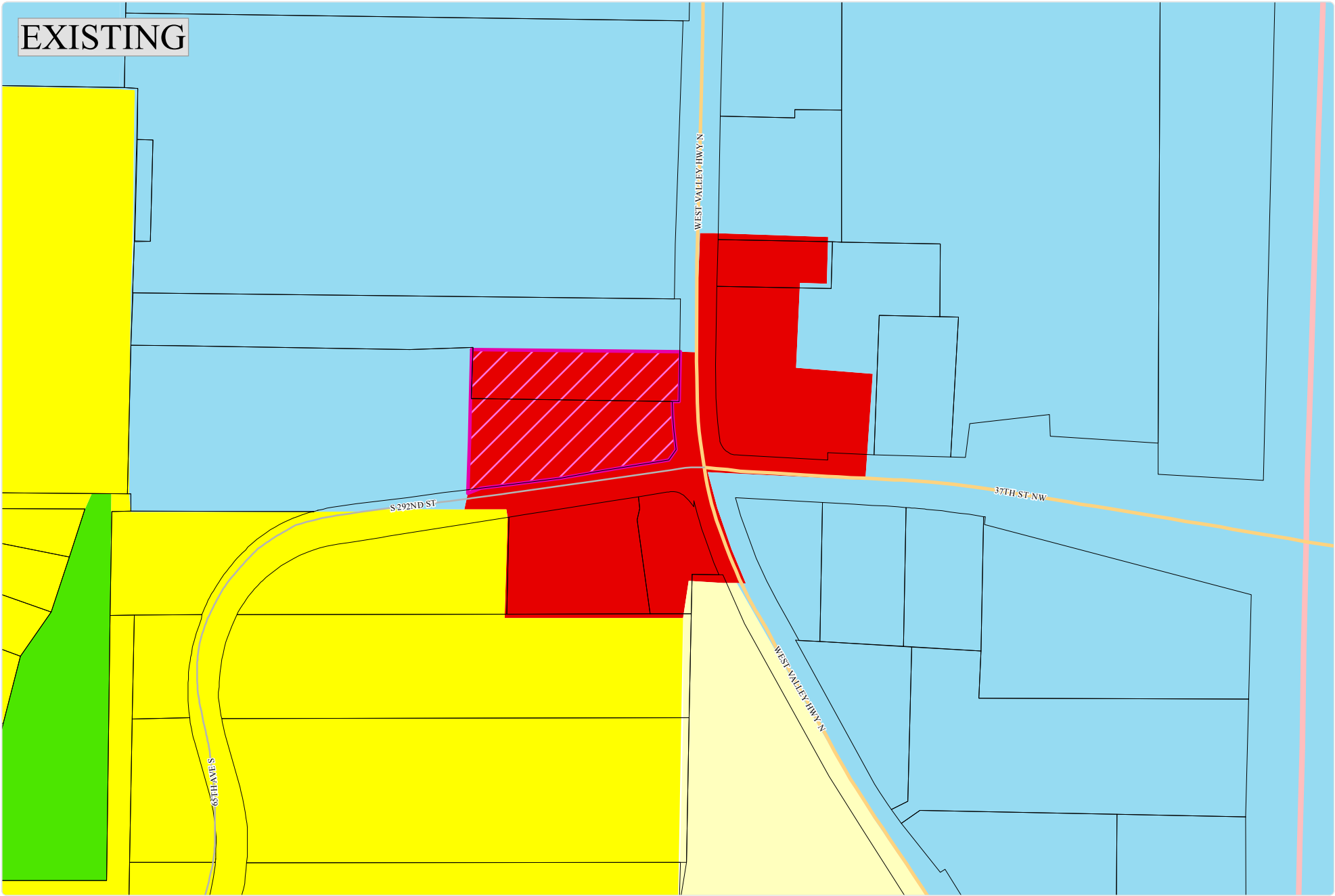


Printed Date: 8/22/2013
Map Created by City of Auburn eGIS

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REZ13-0002, Fonpee LLC & E. Stanberry Rezone



-  Existing Zoning
-  Proposed Zoning
-  C3 Heavy Commercial District
-  LI Light Industrial District

-  P1 Public Use District
-  R1 Residential 1 DU/Acre
-  R5 Residential 5 DU/Acre
-  Parcels



Printed On: 08/20/13
Map ID: 4337



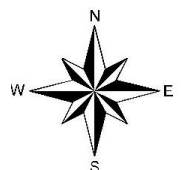
Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.



Exhibit 5

Printed Date:10/7/2013
Map Created by City of Auburn eGIS

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**Determination of Non-Significance
 Fonpee LLC / Stanberry Properties
 Comprehensive Plan Map Amendment & Rezone
 SEP13-0019**

Description of Proposal: Request to change the comprehensive plan designation from 'Heavy Commercial' to 'Light Industrial' and rezone from 'C3, Heavy Commercial' to 'M-1, Light Industrial' the eastern portion of two parcels representing approximately 1.97 acres

Applicants: Mike Cotter, President
 Fonpee LLC, an Omega USA Inc. Company
 3705 West Valley Highway N
 Auburn, WA 98001

Edwin Stanberry
 3719 West Valley Highway North
 Auburn WA 98001

Location: The eastern portion of two parcels located at the northwest corner of the intersection of West Valley Highway N and 37th Street NW. The addresses are 3705 and 3719 West Valley Highway North. Tax parcel No. 0221049077 and 0221049098.

Lead Agency: City of Auburn

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

This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date issued below. Comments must be submitted by 5:00 p.m. on **September 10, 2013**.

Any person aggrieved of the City's determination may file an appeal with the Auburn City Clerk within 14 days of the close of the comment period, or by 5:00 p.m. on **September 24, 2013**.

Responsible Official: Nancy Welch
Position/Title: Director, Planning and Development Department
Address: 25 West Main Street
 Auburn, Washington 98001
 253-931-3090

Date Issued: **August 26, 2013**

Signature: _____

Nancy Welch
 Nancy Welch

Director, Planning and Development Department

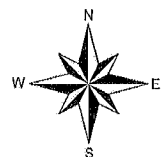
Note: This determination does not constitute approval of the proposal. Approval of the proposal can only be made by the legislative or administrative body vested with that authority. The proposal will be required to meet all applicable regulations.

eGIS Planning



Printed Date:8/22/2013
Map Created by City of Auburn eGIS

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6497

Date:

February 11, 2014

Department:

Planning and Development

Attachments:

[Exhibit 1 - Agenda Bill](#)

[Ordinance 6497](#)

[Exhibit 3 - Vicinity Map](#)

[Exhibit 4 - Zoning Map](#)

[Exhibit 5 - Areal Photo](#)

[Exhibit 6 - Determination of Non-](#)

[Significance](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6497.

Background Summary:

See attached Agenda Bill

Reviewed by Council Committees:

Planning And Community Development Other: Planning Commission, Planning, Legal

Councilmember: Holman

Staff: Tate

Meeting Date: February 18, 2014

Item Number: ORD.D



AGENDA BILL APPROVAL FORM

Agenda Subject Ordinance No. 6497, City-initiated Auburn Way S & Hemlock ST SE Zoning Map Amendment (Rezone), REZ13-0004		Date: February 10, 2014
Department: Planning and Development	Attachments: See listing below.	Budget Impact: N/A

Administrative Recommendation: City Council to introduce and adopt Ordinance No. 6497 approving the City-initiated Auburn Way S & Hemlock ST SE Zoning Map Amendment (Rezone) without conditions.

APPLICANT: City of Auburn Planning and Development Department
 25 West Main ST
 Auburn, WA 98001-4998

REQUEST: File No. REZ13-0004
 Rezoning of two parcels totaling approximately 1.56 acres from "R5, Residential, 5 dwelling units per acre" to "C1, Light Commercial".

LOCATION: Two parcels at the NE corner of Auburn Way S & Hemlock ST SE addressed as 3210, and 3216 Auburn Way S., Parcel #'s: 2815000010 & 2121059073 within the SW quarter of Section 21, Township 21 North, Range 5 East, W.M.

Reviewed by Council & Committees:

- | | |
|---|---|
| ☐ Arts Commission
☐ Airport
☐ Hearing Examiner
☐ Human Services
☐ Park Board
☒ Planning Comm. | COUNCIL COMMITTEES:
☐ Finance
☐ Municipal Services
☐ Planning & D
☐ Public Works
☐ Other _____ |
|---|---|

Reviewed by Departments & Divisions:

- | | |
|---|---|
| ☒ Building
☐ Cemetery
☐ Finance
☒ Fire
☐ Legal
☒ Public Works | ☐ M&O
☐ Mayor
☐ Parks
☒ Planning
☐ Police
☐ Human Resources |
|---|---|

Action:

Committee Approval: ☐ Yes ☐ No
 Council Approval: ☐ Yes ☐ No
 Referred to _____ Until ____/____/____
 Tabled _____ Until ____/____/____

Councilmember: Holman	Staff: Tate
Meeting Date: February 18, 2014	Item Number:

EXISTING ZONING: The two parcels are zoned “R5, Residential Five Dwelling Units per Acre”.

**EXISTING
COMPREHENSIVE
PLAN DESIGNATION:**

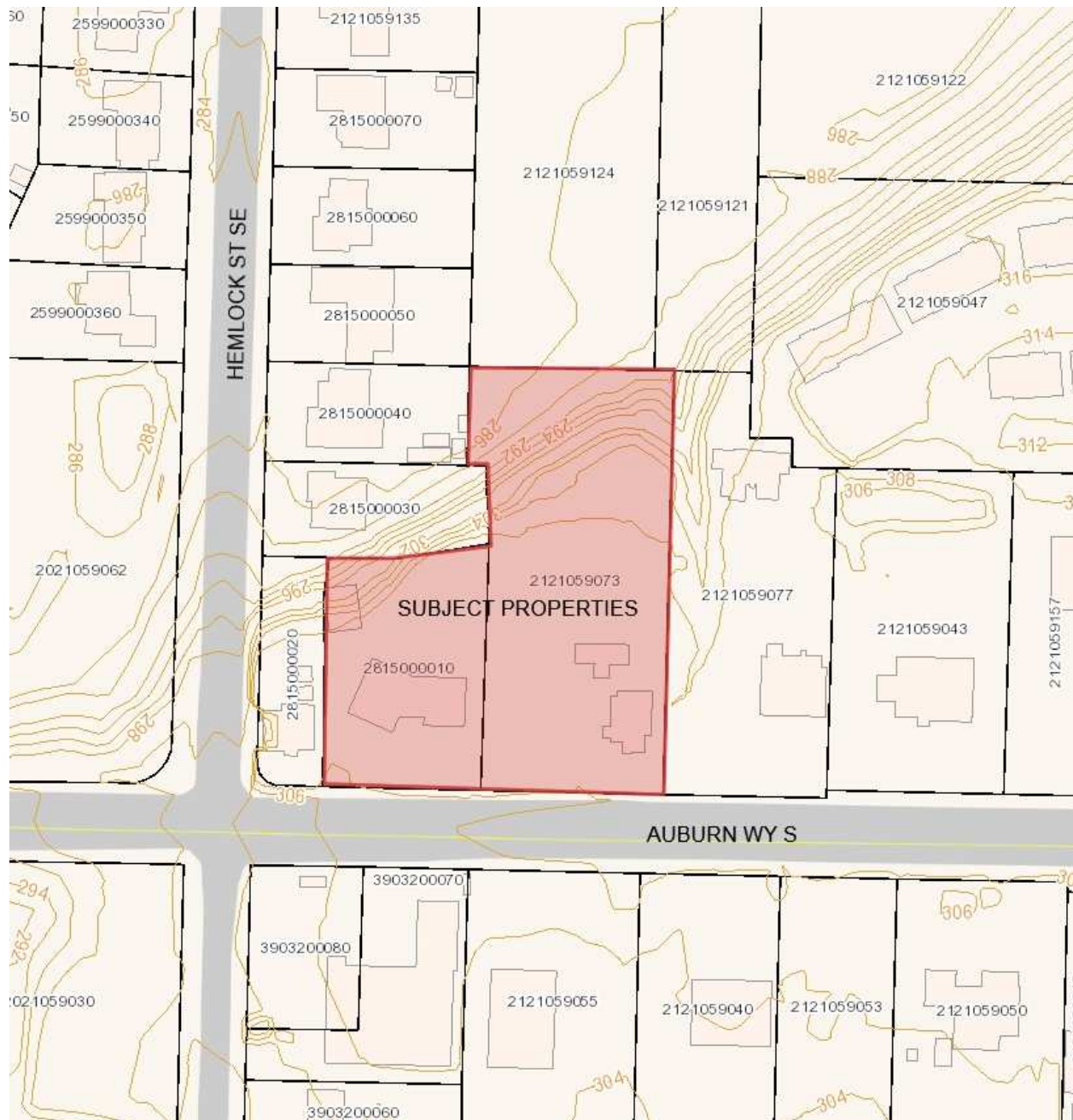
The two parcels are designated “Light Commercial ” by the Comprehensive Plan as a result of recent Ordinance No. 6489, adopted December 2, 2013.

SEPA STATUS: A Determination of Non-Significance (DNS) was issued under City file SEP13-0028 on September 17, 2013. The comment period ended October 1, 2013, and the appeal period ended October 15, 2013. No comments or appeals were received.

The Comprehensive Plan designation, zoning classification and land uses of the site and surrounding properties are as follows:

	Comprehensive Plan Designation	Zoning Classification	Existing Land Use
On-Site	"Light Commercial"	R5, Residential (5 dwelling units per acre)	Each contains a single-family residence
North	"Single-Family Residential" & "Public and Quasi-Public"	R5, Residential (5 dwelling units per acre) & P1, Public Use	Single-family residences & open space as municipal park
South	"Light Commercial" with "Moderate Density Residential", beyond	C1, Light Commercial with R10, Residential (10 dwelling units per acre), beyond	Convenience store, single-family residence, vacant
East	"High Density Residential" & "Light Commercial"	R20, Residential (20 dwelling units per acre) & C1, Light Commercial	Veterinary clinic, restaurant, & multi-tenant commercial center Warehouse, multi-tenant commercial center
West	"Single-Family Residential" & "Neighborhood Commercial"	M1, Light Industrial with R5, Residential (5 dwelling units to the acre) beyond	Vacant & single-family residential

VICINITY MAP



A. FINDINGS

1. The City identified the Comprehensive Plan Map Amendment and associated step of rezoning these parcels as part of the items considered for the annual Comprehensive Plan amendments. This City-initiated proposal consists of changing the designation of the following two contiguous properties:

- 3210 Auburn Way S, Parcel # 2815000010, 0.51 acres owned by Coni Orvis
- 3216 Auburn Way S, parcel # 2121059073, 1.06 acres owned by Khanh Tran

The combined land area of the two subject parcels is approximately 1.56 acres.

2. Prior to the City initiating the proposed changes, staff met with the property owners and the owners expressed support of the City initiating this Comprehensive Plan and Zoning map changes.
3. This proposal originally consisted of changes to three parcels and the public noticing conducted for this hearing indicated three parcels; however, as the design of the City's capital improvement road project progressed (Capital Project # CP1119 for widening Auburn Way S), it became necessary for the City to seek to acquire Parcel # 2815000020 in it's entirety. The parcel is located at the NE corner of Auburn Way S and Hemlock ST SE addressed as 3202 Auburn Way S, is comprised of approximately 0.19 acres, and is owned by John Tippins. The City identified acquisition for purposes associated with the road improvement project, such as future construction of storm drainage features.

At the time of writing of this report, the City is continuing its negotiations with the property owner for the purchase of the aforementioned property. However, in the event these negotiations are not successful, the City Council adopted Resolution No. 5028 on January 21, 2014 authorizing the notice of condemnation proceedings under Revised Code of Washington (RCW) 8.12 and 8.25. As it is the City's intention to acquire this corner property, this one property has been removed from consideration of rezoning.

4. Both sites proposed for rezoning border Auburn Way S, which is State Route 164, and classified by the City as a "Principal Arterial" which prescribes a five-lane road with a minimum 87 feet of right-of-way.
5. The properties occur at an elevation of approximately 308 feet. The properties are similar in elevation to the roadway; Auburn Way S and are relatively flat except near the northern boundary of the properties which slope downhill to the north.

History of Existing Development

6. The properties are located within the King County portion of the City of Auburn. It was annexed to the City in 1959 by Ordinance No. 1278.
7. Based on historic zoning maps, the subject properties were originally zoned R2, Single-Family Residential (6,000 square foot minimum lot size) and subsequently changed in 1987 to R1, Single-Family Residential (8,000 square foot minimum lot size) under the old zoning

code classification system. Then in 2009, the City amended its zoning code and changed the R1, Single-Family Residential (8,000 square foot minimum lot size) to R5, Residential (Five (5) dwelling units per acre); this remains the current zoning designation of these properties.

8. 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 based on the increased development along the roadway corridor. The subject properties have been impacted by added development, the intensification of commercial uses, as well as increased traffic along the Auburn Way S corridor.

The corridor has generally been impacted by the development and expansions of the Muckleshoot Casino and Bingo Hall and the construction and operation of the White River Amphitheater (outdoor music venue) in the area. In the immediate vicinity, there has been further development on both sides of Auburn Way S. Immediately to the east of the two subject properties, is a building containing a veterinary hospital and pet grooming business. East of the veterinary hospital is a drive-through restaurant. And east of the drive-through restaurant is a newer multi-tenant commercial center. All of these uses are on property zoned C1; Light Commercial.

9. Auburn Way S has experienced increases in traffic volumes. According to the City's 1997 Comprehensive Transportation Plan, the year 1996 average daily traffic volumes were 29,183 on Auburn Way S in this vicinity of Hemlock ST SE. According to the City's current Comprehensive Transportation Plan, the year 2009 average daily vehicle trips are 35,986 in this same road segment; a 23% increase over a period of 13 years.
10. There are three City roadway improvement projects currently under design on the Auburn Way S corridor between the Muckleshoot Plaza Drive (the Casino area) and Hemlock ST SE:
 - CP1218 – Auburn Way S from Muckleshoot Plaza Drive to Dogwood ST SE, construction in 2015
 - CP1118 – Auburn Way S from Dogwood ST SE to Fir ST SE, construction in 2014
 - CP1119 – Auburn Way S from Fir ST SE to Hemlock ST SE, construction in 2014

The purpose of these projects is to improve vehicle and pedestrian safety while also reducing congestion.

11. Specifically, Project CP1119 includes the widening of Auburn Way S at Hemlock ST SE to include two lanes in each direction and a center turn lane. Sidewalks will also be added to both sides of the road. Currently at Hemlock ST SE, Auburn Way S is one lane in each direction with a center turn lane and without sidewalks. Project CP1119 is funded by a grant from the Washington State Department of Transportation (WSDOT) Transportation Improvement Board (TIB), the Muckleshoot Indian Tribe (MIT), and the City of Auburn. Construction of CP1119 and CP1118 is scheduled to start in early 2014 and last approximately 10 months.
12. Approximately 13 feet of additional right-of-way width is needed for project CP1119 on the north side of Auburn Way S, east of Hemlock ST SE in the vicinity of the subject properties.
13. In terms of the status of the projects, the City is currently negotiating with property owners for the acquisition of a portion of their property for right-of-way needed to complete Auburn Way S widening project CP1119. The City is also finalizing design documents, as well as

working to obtain final design approvals from partners and stakeholders (WSDOT and MIT). The City is also coordinating with Puget Sound Energy to underground overhead power lines.

Related Comprehensive Plan Amendment and Rezone Processing

14. At its October 22, 2013 public hearing, the Planning Commission reviewed the related Comprehensive Plan Map amendment CPM #1 (File No. CPA13-0003, City-initiated Map amendment) to change Map No. 14.1 and change the Comprehensive Plan designation for the parcels from “Moderate Density Residential” to “Light Commercial”. At the conclusion of the hearing, the Planning Commission forwarded its recommendation for approval to the City Council.
15. At its November 25, 2013 meeting, the Planning and Community Development Sub-Committee of the City Council reviewed the Amendments and the draft Ordinance No. 6489 and recommended approval, as recommended by the Planning Commission. On December 2, 2013, the City Council approved Ordinance No. 6489 approving the change in Comprehensive Plan designation of the subject properties to “Light Commercial”.
16. 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.

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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. 6442 § 26, 2012; Ord. 6198 § 4, 2008; Ord. 4840 § 1, 1996; Ord. 4229 § 2, 1987.)”*

17. Pursuant to ACC 14.07.030 (Notice of open record pre-decision hearing required), and ACC 14.02.070 (“Project Permit Application” definition), a Notice of Application is required for site specific rezones and Notice of a Public Hearing shall be given at least 15 days prior to the public hearing in accordance with ACC 14.07.030 and ACC 14.07.040. A combination notice of application and public hearing was issued and published in the Seattle Times on December 31, 2013; this combined notice was mailed to the property owners within 300 feet of the subject site, and posted on the subject property meeting the notification requirements.

However, the original Notice of Application incorrectly referenced the Hearing Examiner public hearing on January 15, 2014, so an additional revised public notice of the hearing was provided by the following methods:

- Posting a revised notice on the door of the council chambers at 25 W Main ST, Auburn, WA 98001 prior to the public hearing by the Hearing Examiner on January 15, 2014.
- Making copies of a revised notice available at the council chambers at 25 W Main ST, Auburn, WA 98001 at the public hearing by the Hearing Examiner on January 15, 2014.
- Mailing a revised notice of hearing to the listed property owners within 300 feet of the subject properties a minimum of 15 days prior to the hearing on February 4, 2014. (The same property owners that received the original notice.)
- Publication of a revised notice of hearing in the Seattle Times newspaper (The city's official newspaper for legal publications) on January 21, 2014; a minimum of 15 days prior to the hearing on February 4, 2014.

18. Per ACC 18.07.010(D), the stated intent of the "R-5, Residential Five Dwelling Units per Acre" zoning district is to:

"R-5 Residential Zone – Five Dwelling Units per Acre. The R-5 single-family residential zones are intended to create a living environment of optimum standards for single-family dwellings. It is further intended to achieve development densities of four to five dwelling units per net acre. This zone will provide for the development of single-family detached dwellings and for such accessory uses as are related, incidental and not detrimental to the single-family residential environment."

19. As identified in ACC 18.07.020 the R-5, Residential Five Dwelling Units per Acre" zoning district is primarily oriented to single-family residential uses. While primarily single-family residential in focus, the regulations also allow some limited commercial and service oriented uses. The development standards of the zone are contained in ACC 18.07.030.
20. A Determination of Non-Significance (DNS), the environmental review decision required under the State Environmental Policy Act (SEPA), was issued for the Comprehensive Plan Map Amendment and Rezone under City File No. SEP13-0028 on September 17, 2013. No comment letters or appeals were received in response to the issuance of the environmental review decision.

B. CONCLUSIONS:

ACC Chapter 18.68 provides very limited criteria for approval of a rezone. Following is a Staff analysis of the requested application with the criteria.

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

Staff analysis: 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 2, 2013, the City Council approved Ordinance No. 6489 approving the change in Comprehensive Plan designation of the portion of the subject properties from the “Heavy Commercial” to “Light Industrial”.

The Comprehensive Plan contains policy guidance that relate to this application. Chapter 14, ‘Comprehensive Plan Map’, starting at page 14-9 provides the following purpose and description of the ‘Light Commercial’ Comprehensive Plan designation:

“Light Commercial

Purpose: *To create people oriented commercial areas to supply a wide range of general commercial services to area residents.*

Description: *This category represents the prime commercial designation for small to moderate scale commercial activities. These commercial areas should be developed in a manner which is consistent with and attracts pedestrian oriented activities. The ambiance of such areas should encourage leisure shopping and should provide amenities conducive to attracting shoppers.*

Compatible Uses: *A wide range of consumer oriented goods and services are compatible within this designation since the emphasis would be on performance criteria which create an attractive shopping environment. However, uses which rely on direct access by vehicles or involve heavy truck traffic (other than for merchandise delivery) are not appropriate in this category. Unsightly outdoor storage and similar activities should be prohibited. Permitted uses would consist of retail trade, offices, personal services, indoor eating establishments, financial institutions, governmental offices, and similar uses. Multiple family dwellings should be encouraged as part of mixed-use developments where they do not interfere with the shopping character of the area, such as within the upper stories of buildings. Since taverns can break up the continuity of people oriented areas, taverns would be permitted generally only as a conditional use. Drive in windows should only be allowed as ancillary to a permitted use, and only when carefully sited under the conditional use permit process in order to ensure that an area's pedestrian environment is not seriously affected.*

Criteria for Designation: *This designation should include moderate sized shopping centers, and centrally located shopping areas. This designation should be preferred for commercial sites where visual and pedestrian amenities are an important concern outside of the downtown.*

Considerations Against Applying this Designation: *Commercial areas which cannot be readily separated from high traffic volumes (such as shallow lots along busy arterials) should not be included in this designation. Areas not large enough for separation from any adjacent heavier commercial or industrial area should not be designated as light commercial.*

Appropriate Implementation: *This designation is implemented by the C-1, Light Commercial District. This district provides for a wide range of small and moderate scale*

commercial oriented towards the leisure shopper and pedestrian oriented activities”.
(Emphasis added)

Consistent with policy discussion in the Comprehensive Plan, the subject properties are adjacent to other properties currently designated “Light Commercial” by the Comprehensive Plan and that are already zoned “C1, Light Commercial” and developed with light commercial uses. A veterinary clinic/pet grooming and a restaurant are adjacent uses to the east. The site is separated by a hillside from residential uses to the north. The site is also located in the local-serving area designated by the Comprehensive Plan. The location of the properties and combined land areas of 1.5 acres is appropriate for small to moderate scale commercial uses attractive to area residents. The property can be served with high capacity and high quality public services and facilities due to proximity to Auburn Way S.

While the Comprehensive Plan’s policy discussion suggests the designation should be applied to areas where the property is large enough to allow for a separation from heavily traveled arterials can be provided, the “Light Commercial” has already been applied to adjacent areas in the City of similar depth to the east.

Also, in Chapter 3, “Land Use”, the Comprehensive Plan document provides various policies which address light commercial development and the appropriateness of changing from residential to commercial in order to meet community and growth management goals. The following excerpted objectives and policies starting on page 3-15 and page 3-21 relate to this proposal:

“Objective 7.3. *To promote the development of quality single-family neighborhoods which relate the design and types of residential areas to important natural and manmade features.*

Policies:

LU-28 *Areas abutting major arterials should be carefully planned to avoid potential conflict between the development of the arterial and single-family uses. Single-family uses in such areas should be platted in a manner which orients the units away from the arterial. Where such orientation is not possible, a transition area should be allowed for non-single family uses which reduce total driveway connections to the arterial. In any case, non-motorized access between residential areas and arterials should be provided. In areas with existing single-family developments, substantial flexibility can be permitted for street front buffering.*

Objective 8.2 *To provide for the orderly transition to other uses of older residential areas that are no longer viable.*

Policies:

LU-48 *The management of areas in transition from existing residences to a planned non-residential use, should balance the needs of existing residents with the need to accommodate new uses.*

LU-50 *Whenever considering a conversion from single-family to another use, the applicant's burden shall be on demonstrating the unsuitability of an area for continued single-family use.*

Highway Commercial

While commercial uses along arterials (often called "strip commercial" development) provide important services to community residents, the proliferation of commercial uses along arterials raises several land use planning issues. On the negative side, strip commercial development creates traffic flow problems and conflict with adjacent land uses. Due to their "linear" nature, commercial strips result in a maximum area of contact between commercial uses and other land uses resulting in a high potential for land use conflicts. Poor visual character due to excessive signage and architectural styles designed to attract attention instead of promoting a sense of community is an additional concern. Pedestrian shopping is made difficult, resulting in greater generation of automobile traffic, and large fields of asphalt parking lots are needed to accommodate single purpose vehicle trips.

Despite the problems associated with commercial development along arterials, many such locations are often quite unsuitable for other uses, due to the impacts associated with heavy traffic volumes. Also, many commercial uses thrive at such locations due to high visibility and accessibility. The Plan seeks to manage existing arterial commercial areas to take advantage of the accessibility they provide, while minimizing traffic and land use conflicts and improving their visual appearance through an enhanced design review process and development standards.

Objective 9.3. *To encourage the appropriate use of areas adjacent to heavily traveled arterials while minimizing land use and traffic conflicts by:*

- 1. Managing the continued commercial development of existing commercial arterials in a manner which minimizes traffic and land use conflicts.*
- 2. Conserving residential qualities along heavily traveled arterials which are not yet commercialized, by restricting commercial development to types which provide an appropriate buffer.*
- 3. Protecting existing, viable residential areas along lesser-traveled arterials, from commercial development.*
- 4. Concentrate population and employment growth within the eight key economic development strategy areas within the City identified as follows:*
 - Auburn Way North Corridor*
 - Auburn Way South Corridor*
 - Urban Center*
 - Auburn Environmental Park and Green Zone*
 - 15th Street SW/C Street SW/West Valley Highway/Supermall*
 - A Street SE Corridor*
 - SE 312th Street/124th Avenue SE Corridor*
 - M Street SE between Auburn Way North and Auburn Way South.*

Policies:

LU-58 *The City has identified those existing commercial arterials that are appropriate for continued commercial development and employment growth as well as a concentration of population growth. These areas are identified as the eight economic development strategy areas as identified under Objective 9.3. Sub-area plans for these strategy areas should be developed.*

LU-60 *The City shall encourage the grouping of individual commercial enterprises along commercial arterials to promote the sharing of parking areas, access drives and signs. Such grouping can be encouraged through land division regulations, sign regulations and development standards.” (Emphasis added)*

While the subject properties remain in use as single-family residential and realistically could continue for many years, due to increased development and traffic the subject properties have become less desirable for continuation of single-family residential land uses. The area is appropriate for transition from residential uses to non-residential uses. While the policy direction of the Comprehensive Plan seeks to avoid promulgation of ‘strip commercial’ as not desirable, the location is near the corner of Hemlock S SE and Auburn Way S which serve as logical boundaries for a node of commercial land use designation and the location is already bordered to the east by commercial uses. The properties are appropriate for commercial uses and less suitable for other uses, due to the impacts associated with heavy traffic volumes. Also, many commercial uses thrive at locations along arterials due to high visibility and accessibility.

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 after concurrence by the property owners.

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: The requested rezone change, is from the “R5, Residential” to “C1, Light Commercial” zone.

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 property. As mentioned under the Findings of Fact, a Comprehensive Plan map amendment was processed at the end of 2013 and approved by the City Council Ordinance No. 6489. 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 property from “R5, Residential” to “C1, Light Commercial” will align the zoning district to the already changed Comprehensive Plan designation. As noted above, Chapter 3, ‘Land Use’, and Chapter 14, ‘The Comprehensive Plan Map’, provide 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 4, 2014 without conditions.

D. EXHIBIT LIST

- Exhibit 1 Staff Report
- Exhibit 2 Ordinance No. 6497
- Exhibit 3 Vicinity Map
- Exhibit 4 Zoning map showing the current and proposed zoning
- Exhibit 5 2012 Aerial Photograph
- Exhibit 6 Determination of Non-Significance (DNS) (File No. SEP13-0028) dated September 17, 2013

ORDINANCE NO. 6 4 9 7

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE CITY-INITIATED REZONING OF TWO PARCELS TOTALING APPROXIMATELY 1.56 ACRES LOCATED AT THE NORTHWEST CORNER OF AUBURN WAY SOUTH AND HEMLOCK STREET SE FROM R5, RESIDENTIAL TO C1, LIGHT COMMERCIAL 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, the City initiated a rezone application (File #REZ13-0004) for the Auburn Way South and Hemlock ST SE rezone on June 6, 2013, for two parcels identified by King County, Washington tax parcel numbers 2815000010 and 2121059073, 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 4, 2014 conducted a public hearing on the proposed Auburn Way South and Hemlock ST SE 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 Auburn Way South and Hemlock ST SE Rezone; and

WHEREAS, on, February 18, 2014, the Auburn City Council considered the proposed Auburn Way South and Hemlock ST SE 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 Auburn Way South and Hemlock ST SE Rezone to change two parcels totaling approximately 1.56 acres located at the northwest corner of Auburn Way South and Hemlock Street SE from "R5, Residential", to "C1, Light Commercial" 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 following 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 4, 2014 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 approximately 1.56 acres from R5, Residential to C1, Light Commercial. The site is composed of two parcels. The two parcels totaling approximately 1.56 acres in area are currently zoned R5, Residential. The parcels are located on the north side of Auburn Way South and east of Hemlock Street SE, one lot removed from the corner. The addresses of these properties are 3210 and 3216 Auburn Way South, Auburn WA. The underlying comprehensive plan land use map designation was amended to "Light Commercial" by City Ordinance No. 6489 adopted on December 2, 2013.

Each of the subject properties is developed with a single family home. The purpose of the rezone is to address that the subject properties have experienced added development, the intensification of commercial uses, as well as increased traffic along the Auburn Way S corridor.

4. **Characteristics of the Area.** The rezone area is surrounded the east and south by land zoned and developed for light commercial. The rezone area is surrounded to the north by land zoned for and developed with single-family residences and a public park. The rezone area is surrounded the east by land zoned for single-family residences and neighborhood commercial and developed with single-family residences and vacant property.

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 based on the increased development along the adjacent roadway corridor. The subject properties have been impacted by added development, the intensification of commercial uses, as well as increased traffic along the Auburn Way South corridor.

The street corridor has generally been impacted by the development and expansions of the Muckleshoot Casino and Bingo Hall and the construction and operation of the White River Amphitheater (outdoor music venue) in the area. In the immediate vicinity, there has been further development on both sides of Auburn Way S. Immediately to the east of the two subject properties, is a building containing a veterinary hospital and pet grooming business. East of the veterinary hospital is a drive-through restaurant. And east of the drive-through restaurant is a newer multi-tenant commercial center. All of these uses are on property zoned C1; Light Commercial.

Auburn Way South has experienced increases in traffic volumes. According to the City's 1997 Comprehensive Transportation Plan, the year 1996 average daily traffic volumes were 29,183 on Auburn Way S in this vicinity of Hemlock ST SE. According to the City's current Comprehensive Transportation Plan, the year 2009 average daily vehicle trips are 35,986 in this same road segment; a 23% increase over a period of 13 years.

There are three City roadway improvement projects currently under design on the Auburn Way S corridor between the Muckleshoot Plaza Drive (the Casino area) and Hemlock ST SE.

CP1218 – Auburn Way S from Muckleshoot Plaza Drive to Dogwood ST SE, construction in 2015

CP1118 – Auburn Way S from Dogwood ST SE to Fir ST SE, construction in 2014

CP1119 – Auburn Way S from Fir ST SE to Hemlock ST SE, construction in 2014

The purpose of these road improvement projects is to improve vehicle and pedestrian safety while also reducing congestion.

5. Adverse Impacts. There are no significant adverse impacts associated with the proposal. The main area of impact would be land use compatibility. The subject properties are bordered on three sides by properties designated for commercial uses. A small portion of the northern property boundary borders land zoned for and developed with single-family residences and a change in grade provides some limited separation.

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 proposed rezone area is "Light Commercial".

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 "R5, Residential" to "C1, Light Commercial" 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 designation for the property is currently "Light Commercial". The only zoning designation that is consistent with this designation is "C1, Light Commercial".

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 allowing for transition from single family residential use to commercial 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

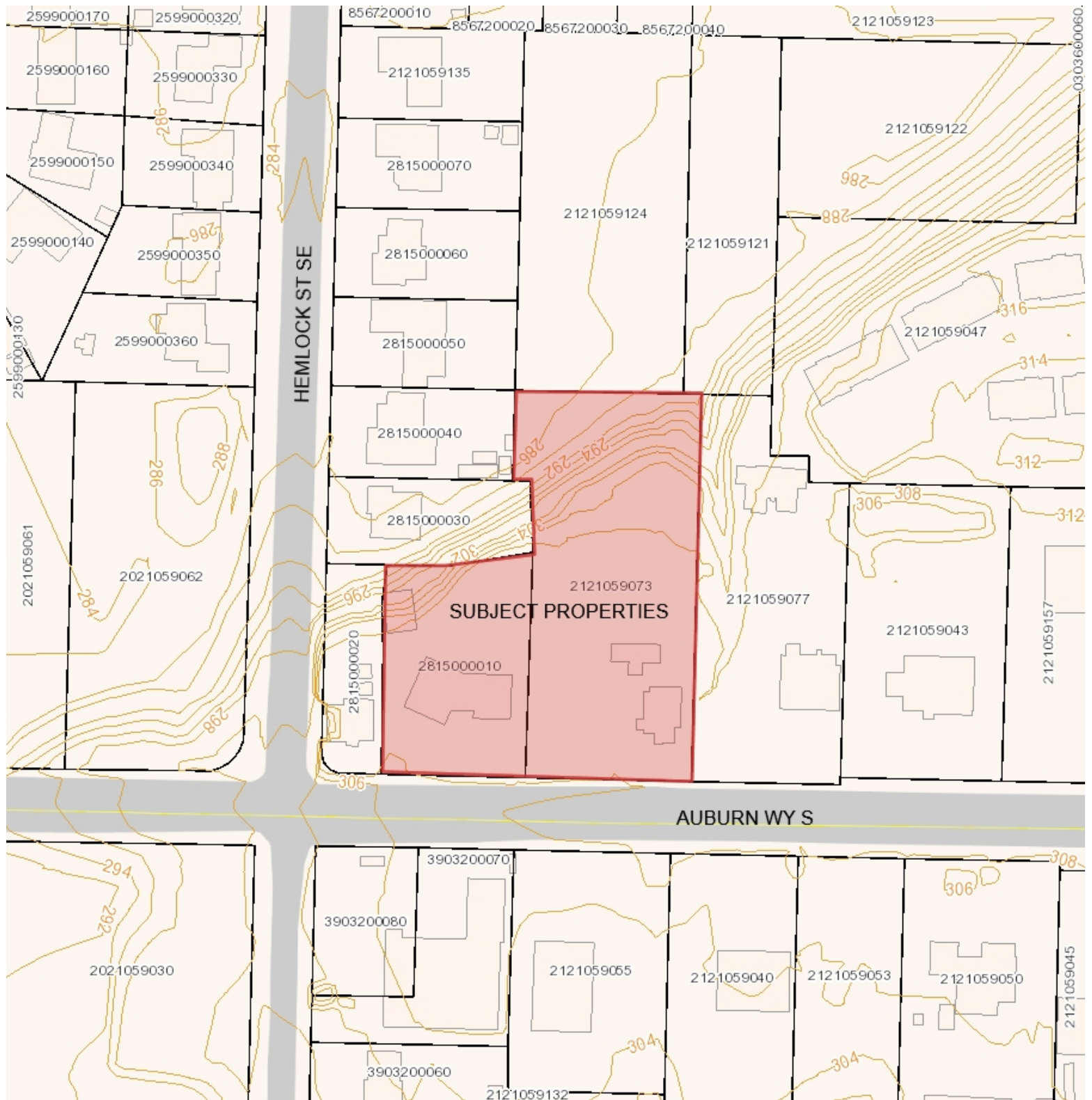
Ordinance No. 6497
February 12, 2014
Page 6

APPROVED AS TO FORM:



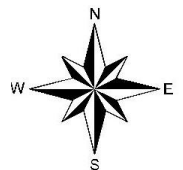
Daniel B. Heid,
City Attorney

Published: _____

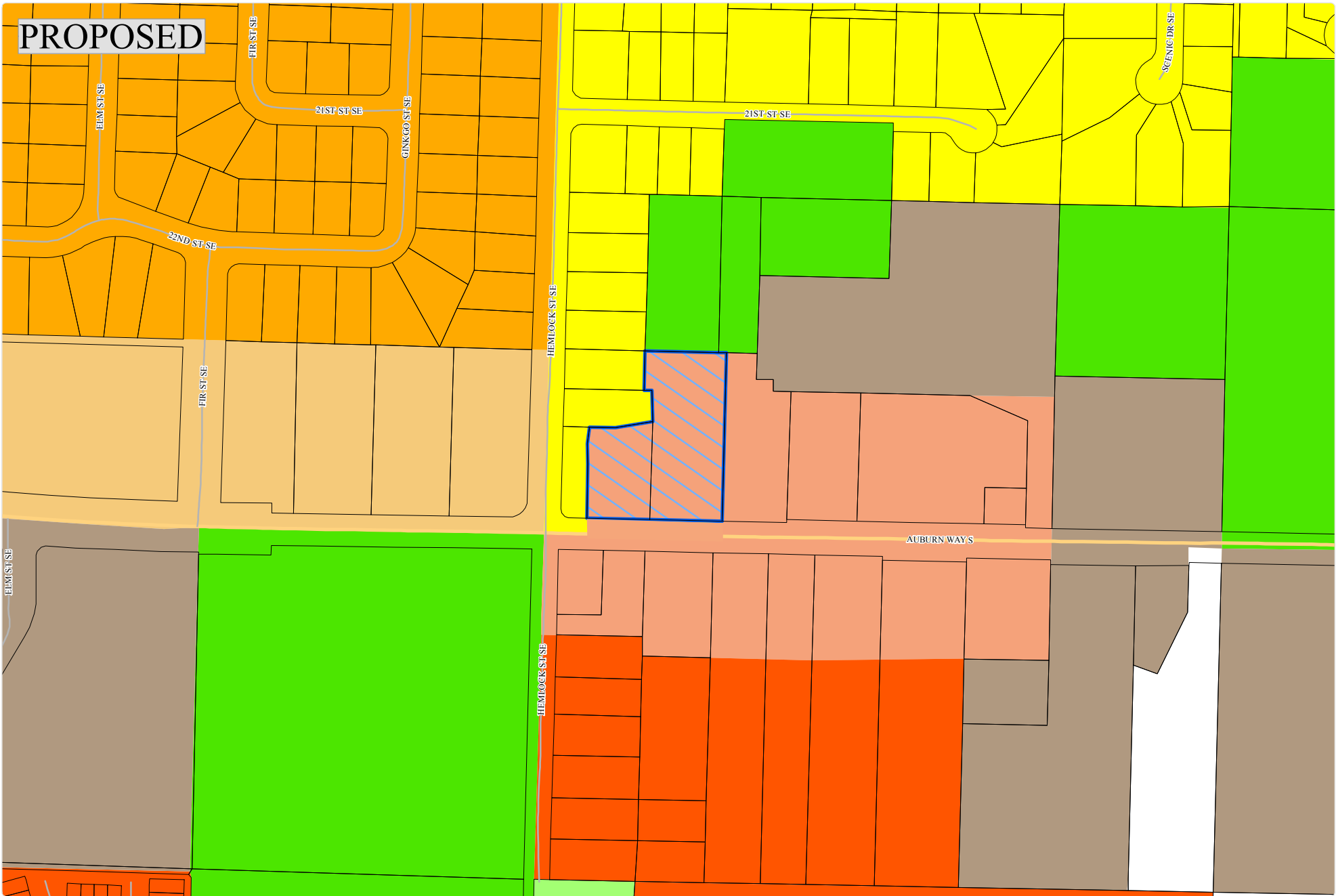
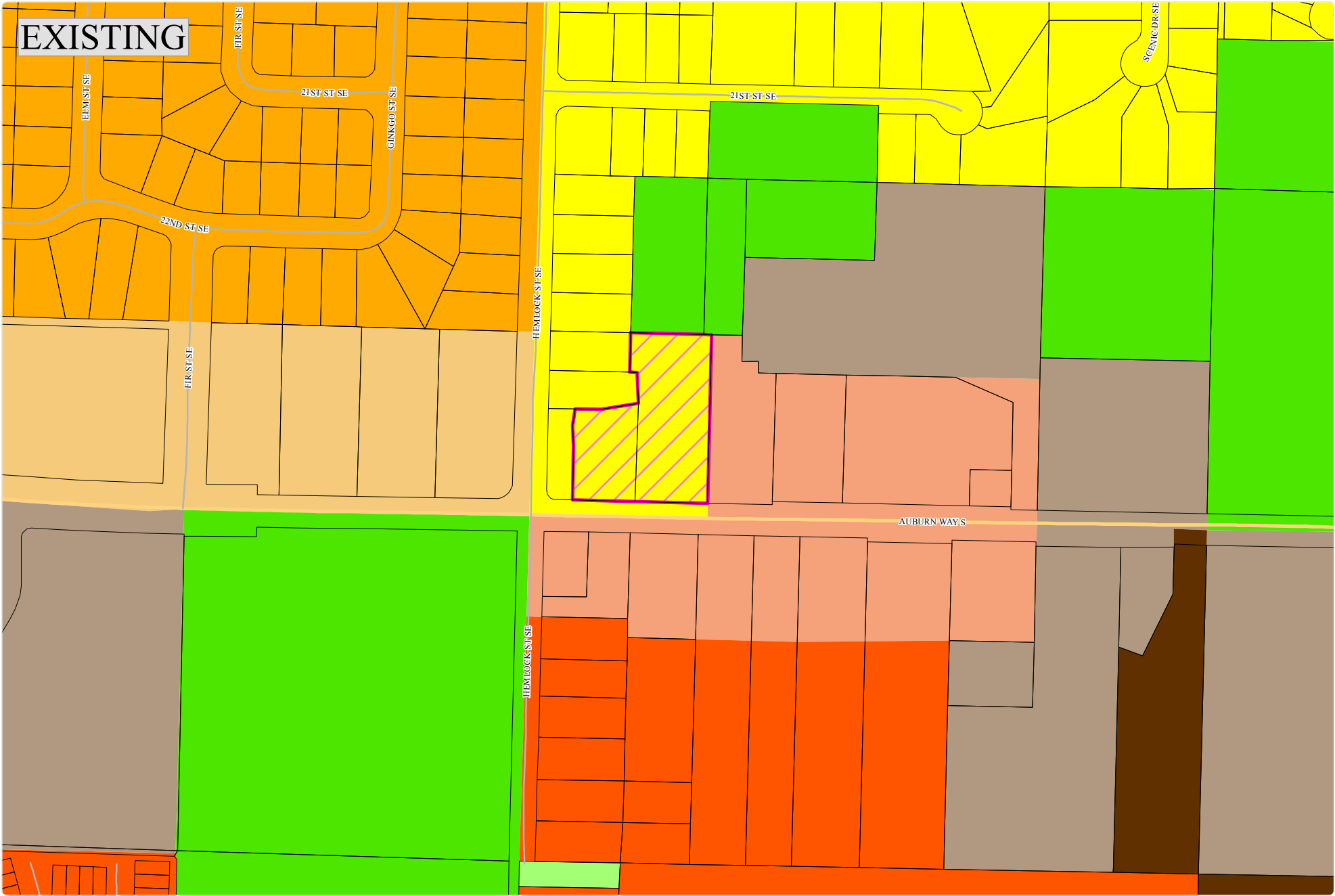


Printed Date: 1/28/2014
Map Created by City of Auburn eGIS

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REZ13-0004, City Auburn WY S & Hemlock ST SE Rezone



 Existing Zoning

 Proposed Zoning

 C1 Light Commercial District

 CN Neighborhood Shopping District

 ORD Public Use District

 R5 Residential 5 DU/Acre

 R7 Residential 7 DU/Acre

 R10 Residential 10 DU/Acre

 R20 Residential 20 DU/Acre

 Residential Conservancy

 Parcels

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FEET

Printed On: 08/20/13

Map ID: 4338

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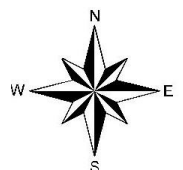
2012 Aerial photo, REZ13-0004



Printed Date:1/28/2014

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Determination of Non-Significance
Year 2013 Annual Comprehensive Plan Text and Map Amendments
SEP13-0028

Description of Proposal: City of Auburn Year 2013 Annual Comprehensive Plan Text and Map Amendments

Proponent: Jeff Dixon, Principal Planner
 City of Auburn Planning & Development
 25 West Main Street
 Auburn, WA 98001

Location: City-wide and within potential annexation areas. Some amendments may apply to certain land use designations or special plan areas.

Lead Agency: City of Auburn

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

This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date issued below. Comments must be submitted by 5:00 p.m. on **October 1, 2013**.

Any person aggrieved of the City's determination may file an appeal with the Auburn City Clerk within 14 days of the close of the comment period, or by 5:00 p.m. on **October 15, 2013**.

Responsible Official: Nancy Welsh
Position/Title: Director, Planning and Development Department
Address: 25 West Main Street
 Auburn, Washington 98001
 253-931-3090

Date Issued: September 17, 2013 **Signature:** 
 Nancy Welsh
 Director, Planning and Development Department

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

JD/svs
 CORR13-0345



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6499

Date:

February 11, 2014

Department:

Public Works

Attachments:

[Ord 6499](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council introduce and adopt Ordinance No. 6499.

Background Summary:

Ordinance No. 6499 declares public use and necessity regarding City Project CP1119 - Auburn Way South Corridor Improvements – Fir Street to Hemlock Street and authorizes condemnation action for property from 3202 and 3204 Auburn Way South.

Property is needed from these parcels in order to widen the existing roadway to include sidewalks, two lanes in each direction, and a center turn lane and/or median island. Resolution 4939 was previously passed by the City Council that authorized negotiations with the property owners to acquire the property needed for this project. Despite having diligently pursued amicable settlements with property owners, agreements have not yet been reached and condemnation action may be needed.

In accordance with Resolution 5028 that was approved by City Council on January 21, 2014, notifications were sent to property owners on January 23, 2014 that included a copy of Ordinance No. 6499 and indication that the ordinance would be considered at the February 18th City Council meeting.

Reviewed by Council Committees:

Finance, Public Works Other: Legal

Councilmember: Osborne

Staff: Snyder

Meeting Date: February 18, 2014

Item Number: ORD.E

ORDINANCE NO 6 4 9 9

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON DECLARING
PUBLIC USE AND NECESSITY REGARDING CITY
PROJECT CP1119 - AUBURN WAY SOUTH
CORRIDOR IMPROVEMENTS, FIR STREET SE TO
HEMLOCK STREET SE PROJECT, AND
AUTHORIZING CONDEMNATION

WHEREAS, the City of Auburn is involved in a project to make certain improvements to Auburn Way South from Fir Street SE to Hemlock Street SE within the City; and,

WHEREAS, efforts have been made to obtain property rights which need to be acquired in connection with the project, including having the property appraised and trying to negotiate reasonable amounts of compensation to be paid for the property to be acquired, and,

WHEREAS, those efforts have not been successful in securing the acquisition of all of the property necessary for the Project; and,

WHEREAS, because of the importance of the Auburn Way South Corridor Improvements Project as a part of the City's infrastructure system, and because the improvements are necessary to complete the project, and because of the importance of the improvements to be made, the property to be acquired is necessary for the project and for completion of the public uses of the project.

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

Ordinance No. 6499
February 11, 2014
Page 1 of 4

Section 1 That the properties or portions thereof identified here below are necessary for the Auburn Way South Corridor Improvements – Fir Street SE to Hemlock Street SE, and have a public use in connection with the improvements to be made as a part of the Project.

LEGAL DESCRIPTIONS

PARCEL NO. 2815000020 (FULL ACQUISITION FOR RIGHT OF WAY)

LOT 2, GOAD ADDITION TO AUBURN, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 117 OF PLATS, PAGE 9, IN KING COUNTY, WASHINGTON

Property Owners: John T. Tippins or Wells Fargo Financial Washington 1, Inc.
Property Address: 3202 Auburn Way South, Auburn, WA 98092

PARCEL NO. 2815000010 (PARTIAL ACQUISITION FOR RIGHT OF WAY)

A portion of the below described PARENT PARCEL, lying within the southwest quarter of Section 21, Township 21 North, Range 5 East, W.M., King County, Washington, described as follows.

Beginning at the southwest corner of the below described PARENT PARCEL, said point also being on the northerly margin of State Highway No 5 (Auburn Way South – SR 164), thence along the westerly line of said PARCEL A, North 01°42'02" East, 13.00 feet; thence leaving said westerly line, South 89°02'34" East, 123.66 feet to a point on the easterly line of said PARCEL A; thence along said easterly line, South 01°08'09" West, 13 00 feet to a point on said northerly margin; thence along said northerly margin,

North 89°02'34" West, 123.78 feet to the POINT OF BEGINNING, containing 1,608 square feet, more or less.

Ordinance No 6499
February 11, 2014
Page 2 of 4

PARENT PARCEL NO 2815000010

PARCEL A

PARCEL D OF CITY OF AUBURN LOT LINE ADJUSTMENT NO. LLA-0037-90, AS RECORDED UNDER RECORDING NO. 9102210877, BEING COMPRISED OF LOT 1, GOAD ADDITION TO AUBURN, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 117 OF PLATS, PAGE 9, RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON, ADJOINING SAID LOT 1

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Property Owners: Coni S Orvis

Property Address: 3204 Auburn Way South, Auburn, WA 98092

Section 2. That the Mayor or her designees are authorized to commence condemnation action to acquire the above described property

Section 3 That the compensation to be paid to the owners of the property to be acquired by the condemnation action shall be paid from funds budgeted for the project.

Section 4. That if any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of this Ordinance or the application of the provision to other persons or circumstances shall not be affected.

Ordinance No 6499
February 11, 2014
Page 3 of 4

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST.

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Published _____

Ordinance No. 6499
February 11, 2014
Page 4 of 4



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6501

Date:

February 11, 2014

Department:

Planning and Development

Attachments:

[Ord 6501](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Ordinance No. 6501.

Background Summary:

Chapter 18.56 – Signs of Auburn City Code (ACC) contains regulations and standards for the use of different types of signage on private properties and publicly owned land within the municipal limits of the City of Auburn. In the spring/summer of 2009, the Mayor's Office and the Department of Community Development and Public Works received numerous requests from local businesses for increased allowances for portable and temporary signs to help stimulate local business activities during the significant economic downturn.

The Planning Commission conducted a public hearing on August 25, 2009 and following deliberation, recommended to the City Council authorization of the use of portable and temporary signs in certain zoning districts for a one year time period with the possibility of up to two six-month extensions.

City Council approved Ordinance No. 6263 on September 8, 2009 authorizing portable and temporary signs in certain specified zoning districts of the City of Auburn until September 16, 2010, unless this timeframe was extended by future Council action. The Council approved this Ordinance due in part to the determination that it was in the public interest, to support local businesses through increased allowances for portable and temporary signs.

Following Council approval of Ordinance No. 6263, staff notified interested parties and developed no-fee permit forms to register the location of portable and temporary signs on private property and in the public right-of-way.

City Council approved Ordinance No. 6327 on September 7, 2010 extending the timeframe for the use of portable and temporary signs on private property and in the

public right-of-way thru March 15, 2011.

Subsequent discussion and recommendation by the Planning and Community Development Committee in February 2011, City Council approved Ordinance No. 6353 on March 7, 2011, once again extending the timeframe for the use of portable and temporary signs, thru March 15, 2012.

The City Council elected to extend the temporary sign provisions with Ordinance No. 6403 on February 21, 2012, for an additional two years through March 15, 2014. Staff has continued to encounter no major problems or issues in the extended administration of this temporary program.

Staff discussed the potential extension of the temporary sign provisions with the Planning and Community Development Committee as the lead action committee at its January 27, 2014 regular meeting. The Committee expressed support for the extension of the Ordinance for 2 years to continue supporting local businesses through increased allowances for portable and temporary signs. The Committee also expressed support for consideration of adopting the temporary sign provisions as-is as a permanent section of ACC 18.56 – Signs, modifying and adopting the temporary sign provisions as a permanent section of ACC 18.56 – Signs, or letting the temporary sign provisions expire by the end of the 2-year extension.

Staff discussed the potential extension of the temporary sign provisions with the Public Works Committee on February 3, 2014. The Committee had no major concerns or issues with the possible extension and concurred with the recommendation of the Planning and Community Development Committee.

On February 10, 2014, Ordinance No. 6501 was recommended for approval to the full City Council by the Planning and Community Development Committee.

Ordinance No. 6501 will extend the temporary sign provisions through March 15, 2016, summarized as follows:

Temporary Signs – Special Event Signs (posters, flags, pennants, and balloons/windsocks) and Banners

- Restricts placement to RO, RO-H, CN, C1, C2, C3, DUC, BP, LF, M1, M2, EP, TV (non-residential properties), and PUD (non-residential properties), rather than permitting in all zones
- Removes limits on length of time for display
- Removes limits on the number of special event signs per property
- Permits placement across roadways of banners not exceeding 120SF

Portable Signs

- Permits placement in RO, RO-H, CN, C1, C2, C3, DUC, BP, LF, M1, M2, EP, TV (non-residential properties), and PUD (non-residential properties), rather than the C2 and DUC zones only

Off-Premise Directional Signs

- Permits placement in RO, RO-H, CN, C1, C2, C3, DUC, BP, LF, M1, M2, EP, TV (non-residential properties), and PUD (non-residential properties), rather than prohibition in all zones

All

- Permits placement off-site and/or in public right-of-way (except for balloons/windsocks)

Permits attachment of spinning elements (ex. flags, pennants, balloons, windsocks) to temporary, portable, and off-premise directional signs

Reviewed by Council Committees:

Planning And Community Development, Public Works Other: Planning, Legal

Councilmember: Holman

Staff: Snyder

Meeting Date: February 18, 2014

Item Number: ORD.F

ORDINANCE NO. 6 5 0 1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTIONS 18.56.010, 18.56.020 AND 18.56.030 OF THE AUBURN CITY CODE AND CITY OF AUBURN ORDINANCE NUMBERS. 6327, 6353 AND 6403 AS TO THE EFFECTIVE DATES OF SAID ORDINANCE AMENDMENTS ALL RELATING TO TEMPORARY SIGNS

WHEREAS, from time to time, amendments to the City of Auburn zoning code are appropriate, in order to update and better reflect the current development needs and standards of the City; and

WHEREAS, Auburn City Code Chapter 18 56 governs the placement of signs in the City, including portable and temporary signs, and

WHEREAS, the City of Auburn, in Ordinance No 6403, delayed the effective dates of the amendments of Ordinance 6353, which delayed the effective dates of the amendments of Ordinance No. 6327, which delayed the effective dates of the amendments of Ordinance No. 6263, in order to allow expanded use of temporary signs in certain areas of the City; and

WHEREAS, upon the recommendation of staff, the City Council determines that extending the use of these portable and temporary signs is in the best interest of the City.

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

Section 1. Amendment to City Code.

That, from the effective date of this Ordinance, through March 15, 2016, Section 18 56 010 of the Auburn City Code be and the same hereby is amended to read as follows:

18.56 010 Intent.

The overall purpose of this chapter is to enhance and maintain the aesthetic character, to promote the public health, safety and general welfare, and to increase the effectiveness of visual communication in the city. This chapter is also intended to avoid visual clutter that may adversely impact traffic and pedestrian safety, or be adverse to property values, business opportunities and the city's appearance and to prevent and abate public nuisances. The purpose of this chapter is implemented by controlling the construction, location, use and maintenance of all signs and sign structures. It is also the intent of this chapter to afford noncommercial speech the same or greater protection afforded commercial speech and to not regulate noncommercial speech to a stricter standard than commercial speech. This chapter is further intended to support local businesses in the city and the city's overall economy by providing additional and increased opportunities for the use and siting of temporary and portable signage subject to conditions, including but not limited to time, size, location and placement. (Ord. 6459 § 1, 2013; Ord. 6406 § 1, 2012; Ord. 6403 §§ 1, 2, 2012; Ord. 6360 § 2, 2011; Ord. 6353 § 2, 2011; Ord. 6327 § 2, 2010; Ord. 6263 § 2, 2009; Ord. 5993 § 1, 2006; Ord. 4773 § 1, 1995; Ord. 4229 § 2, 1987)

Section 2. Amendment to City Code.

That, effective March 16, 2016, Section 18 56 010 of the Auburn City Code be and the same hereby is amended to read as follows:

18 56.010 Intent.

The overall purpose of this chapter is to enhance and maintain the aesthetic character, to promote the public health, safety and general welfare, and to increase the effectiveness of visual communication in the city. This chapter is also intended to avoid visual clutter that may adversely impact traffic and pedestrian safety, or be adverse to property values, business opportunities and the city's appearance and to prevent and abate public nuisances. The purpose of this chapter is implemented by controlling the construction, location, use and maintenance of all signs and sign structures. It is also the intent of this chapter to afford noncommercial speech the same or greater protection afforded commercial speech and to not regulate noncommercial speech to a stricter standard than commercial speech. (Ord. 6459 § 1, 2013; Ord.

6406 § 1, 2012; Ord. 6403 §§ 1, 2, 2012; Ord. 6360 § 2, 2011, Ord. 6353 § 2, 2011; Ord. 6327 § 2, 2010; Ord. 6263 § 2, 2009; Ord. 5993 § 1, 2006; Ord. 4773 § 1, 1995, Ord. 4229 § 2, 1987)

Section 3. Amendment to City Code.

That, from the effective date of this Ordinance, through March 15, 2016, Section 18.56 020 of the Auburn City Code be and the same hereby is amended to read as follows:

18 56 020 Definitions.

The following definitions are specific to this chapter and are to be used only for the implementation of this chapter:

A. "Animated sign" means any sign that flashes or simulates motion with an electronic or manufactured source of supply or contains wind-actuated motion (except for flags and banners). An animated sign may also be a sign that meets the definition of "changing message center" or "revolving sign."

B. "Banner" means a temporary sign constructed of fabric, vinyl, or other durable material; which is not the primary identification for the organization, event or product advertised, and which is primarily promotional in nature

C. "Billboard" means a large outdoor advertising sign containing a message, commercial or otherwise, unrelated to the use or activity on the property on which the sign is located and/or to any use or activity in the immediate area (such as is the case with an off-premises sign) and which is customarily leased for commercial purposes. The approximate size of the billboard faces range from 12 to 14 feet in height and 24 to 48 feet in width.

D. "Changing message center" means an electronically controlled message center that displays different copy changes on the same lamp bank.

E. "Directional sign" means a sign which is located to guide or direct pedestrian or vehicular traffic to parking entrances, exits, and service areas, and may not exceed six square feet in area or 10 feet in height. For projects that have parking lots in excess of 500 spaces, the sign area may be 10 square feet and the sign height 15 feet.

F. "Double-faced sign" means a sign with two faces.

G. "Electrical sign" means a sign or sign structure in which electrical wiring, connections, and/or fixtures are used as part of the sign proper.

H. "Facade" means the entire building front, or street wall face, including grade to the top of the parapet or eaves, and the entire width of the building elevation.

I. "Flashing sign" means an electrical sign or a portion thereof which changes light intensity in a sudden transitory burst, or which

switches on and off in a constant pattern in which more than one-third of the nonconstant light source is off at any one time.

J. "Freestanding sign" means a sign that meets the definition of "ground sign" (also commonly referred to as a monument sign), or "pole sign." Signs attached to fences or other structures that are not defined as buildings will be considered freestanding signs.

K. "Frontage" means the measurement, in linear feet, of the length of the property line for a single-tenant building or length of leased building frontage for multitenant buildings or multibuilding complexes.

L. "Grade" means the relative existing ground level in the immediate vicinity of the sign.

M. "Ground sign" means a sign attached to the ground and supported by the ground or a built-up landscaped area such that the sign appears solid with the ground. The height of a ground sign shall be measured from the surrounding grade. Also commonly referred to as a monument sign.

N. "Identification sign" means a sign containing the name of the business establishment, occupant of the building or tenant space and/or address of the premises.

O. "Incidental sign" means a sign that is generally informational and of a noncommercial nature intended primarily for the convenience of the public and having a maximum area of two square feet. Incidental signs include, but are not limited to: signs designating restrooms, hours of operation, entrances and exits to buildings and parking lots, help wanted, public telephones, etc. Also included are property control and warning signs such as "no trespassing," "no dumping," etc., and plaques, tablets or inscriptions which are an integral part of a building.

P. "Mansard roof" means a sloped roof or roof-like facade architecturally able to be treated as a building wall.

Q. "Marquee" means a permanent structure attached to, supported by, and projecting from a building and providing protection from the weather elements. For the purpose of this chapter, a freestanding, permanent roof-like structure providing protection from the elements, such as a service station gas pump canopy, will also be considered a marquee. The term "marquee" also includes canopy.

R. "Marquee sign" means any sign which forms part of or is integrated into a marquee and which does not extend horizontally beyond the limits of such marquee. For the purpose of this chapter, a marquee sign will be considered as a wall sign.

S. "Median sign" means a sign that is placed within the median of a public street.

T. "Multiple-building complex" means a group of commercial or industrial structures, developed as a group either simultaneously or in phases, with more than one building per parcel.

U. "Multiple-tenant building" means a single structure housing more than one retail business, office or commercial venture but not

including residential apartment buildings, which share the same lot, access and/or parking facilities

V. "On-premises sign" means a sign which carries advertisements incidental to a lawful use of the premises on which it is located, including signs indicating the business transacted, services rendered, goods sold or produced on the premises, name of the person, firm or corporation occupying the premises.

W. "Off-premises sign" means any sign which advertises an establishment, merchandise, service, goods, or entertainment which is sold, produced, and manufactured, or furnished at a place other than on the property on which said sign is located.

X. "Parapet" means a false front or wall extension above the roofline.

Y. "Perimeter" means a square or rectangle required to enclose the sign area.

Z. "Portable sign" means any sign made of any material, including paper, cardboard, wood or metal, which is capable of being moved easily and is not permanently affixed to the ground, structure or building. This also includes sidewalk or sandwich board signs, except those worn by a person.

AA. "Premises" means the real estate as a unit, which is involved by the sign or signs mentioned in this chapter

BB. "Projecting sign" means a sign which is attached to a structure or building wall in such a manner that the leading edge extends more than 16 inches beyond the surface of said structure or wall but does not extend more than five feet beyond the property line, extends no more than six inches above any roofline, and meets all standards for ground clearance. Signs that meet the definition of "marquee sign" or "suspended sign" will not be considered a "projecting sign."

CC. "Real estate sign" means a portable sign erected by the owner, or the owner's agent, advertising the real estate upon which the sign is located for rent, lease or sale.

DD. "Revolving sign" means any sign that rotates or turns in motion by electrical or mechanical means in a circular pattern.

EE. "Roof sign" means a sign erected upon or above a roof or parapet of a building or structure. Mansard roof signs shall be considered as wall signs. Roof signs may not extend more than five feet in height above the roof

FF. "Sign" means any visual communication device, structure, or fixture which is visible from any right-of-way intended to aid a land use in promoting the sale or identification of a product, good or service using graphics, symbols, or written copy. For the purpose of this chapter, a sign shall not be considered to be building or structural design. It shall be restricted solely to graphics, symbols, or written copy that is meant to be used in the aforementioned way. This definition shall include inflatable signs, balloons or other similar devices.

GG "Sign area" means.

1 The total area of a sign visible from any one viewpoint or direction, excluding the sign support structure, architectural embellishments, or framework that contains no written copy, and includes only one side of a double-faced sign.

2. Individual letter signs using a wall as the background without added decoration or change in wall color shall be calculated by measuring the perimeter enclosing each letter. The combined total area of each individual letter shall be considered the total area of the sign.

3 Module signs consisting of more than one sign cabinet shall be computed by adding together the total area of each module

4 Perimeter of sign area shall be established by the smallest rectangle enclosing the extreme limits of the letter module or advertising message being measured.

HH. "Sign height" means the vertical distance measured from the adjacent grade to the highest point of the sign.

II. "Sign structure" means any structure that supports or is capable of supporting any sign as defined in this chapter. A sign structure may be a single pole or may or may not be an integral part of the building or structure

JJ. "Single-tenant building" means a commercial building or structure that contains one enterprise or occupant. Buildings within a multibuilding complex may not be considered a single-tenant building

KK. "Special event signage" means temporary signs including posters, flags, pennants, and inflatable materials, which are not the primary identification for the organization, event or product advertised; and which are primarily intended for short-term promotional periods.

LL. "Suspended sign" means a sign that is attached to and suspended from a marquee or canopy, and subject to right-of-way and clearance regulations.

MM. "Temporary sign" means any sign or advertising display constructed of wood, vinyl, cloth, canvas, light fabric, paper, cardboard, or other light materials, with or without frames, intended to be displayed for a limited time only. This definition shall include inflatable signs.

NN "Traffic hazard" means any sign which does not meet city standards for clear zone or sight distance or which does not meet the requirements of the Americans with Disabilities Act.

OO. "Wall sign" means a sign attached or erected parallel to and extending not more than 16 inches from the facade or face of any building to which it is attached and supported through its entire length, with the exposed face of the sign parallel to the plane of said wall or facade. "Window signs" which do not meet the definition of a "temporary sign" shall be considered as wall signs.

PP "Window sign" means a sign located inside or affixed to windows of a building, whether temporary or permanent, lighted or unlighted, which may be viewed from the exterior of the building.

QQ. "Feather banner or sign" means a fabric sign with printed advertisement on one or two faces that is either stationary or rotates and is attached on one side to a metal pole or stake that is placed in the ground or attached to a secure object.

RR. "Off-premises directional sign" means a sign located on private property or in the public right-of-way as authorized that directs or guides persons to an establishment, merchandise, service, goods, or entertainment which is sold, produced, and manufactured, or furnished at a place other than on the property or public right-of-way on which said sign is located. (Ord. 6459 § 1, 2013; Ord. 6406 § 1, 2012; Ord. 6403 §§ 3, 4, 2012; Ord. 6360 § 2, 2011; Ord. 6353 § 4, 2011; Ord. 6327 § 4, 2010; Ord. 6263 § 4, 2009; Ord. 6166 § 1, 2008; Ord. 5993 § 1, 2006, Ord. 4705 § 2, 1994, Ord. 4229 § 2, 1987.)

Section 4. Amendment to City Code. That, effective March 16, 2014, Section 18.56.020 of the Auburn City Code be and the same hereby is amended to read as follows.

18.56.020 Definitions.

The following definitions are specific to this chapter and are to be used only for the implementation of this chapter:

A. "Animated sign" means any sign that flashes or simulates motion with an electronic or manufactured source of supply or contains wind-actuated motion (except for flags and banners). An animated sign may also be a sign that meets the definition of "changing message center" or "revolving sign."

B. "Banner" means a temporary sign constructed of fabric, vinyl, or other durable material; which is not the primary identification for the organization, event or product advertised; and which is primarily promotional in nature

C. "Billboard" means a large outdoor advertising sign containing a message, commercial or otherwise, unrelated to the use or activity on the property on which the sign is located and/or to any use or activity in the immediate area (such as is the case with an off-premises sign) and which is customarily leased for commercial purposes. The approximate sizes of the billboard faces range from 12 to 14 feet in height and 24 to 48 feet in width.

D. "Changing message center" means an electronically controlled message center that displays different copy changes on the same lamp bank.

E. "Directional sign" means a sign which is located to guide or direct pedestrian or vehicular traffic to parking entrances, exits, and service areas, and may not exceed six square feet in area or 10 feet in height. For projects that have parking lots in excess of 500 spaces, the sign area may be 10 square feet and the sign height 15 feet.

- F "Double-faced sign" means a sign with two faces.
- G "Electrical sign" means a sign or sign structure in which electrical wiring, connections, and/or fixtures are used as part of the sign proper.
- H. "Facade" means the entire building front, or street wall face, including grade to the top of the parapet or eaves, and the entire width of the building elevation.
- I. "Flashing sign" means an electrical sign or a portion thereof which changes light intensity in a sudden transitory burst, or which switches on and off in a constant pattern in which more than one-third of the nonconstant light source is off at any one time.
- J "Freestanding sign" means a sign that meets the definition of "ground sign" (also commonly referred to as a monument sign) or "pole sign." Signs attached to fences or other structures that are not defined as buildings will be considered freestanding signs.
- K. "Frontage" means the measurement, in linear feet, of the length of the property line for a single-tenant building or length of leased building frontage for multitenant buildings or multibuilding complexes.
- L. "Grade" means the relative existing ground level in the immediate vicinity of the sign.
- M. "Ground sign" means a sign attached to the ground and supported by the ground or a built-up landscaped area such that the sign appears solid with the ground. The height of a ground sign shall be measured from the surrounding grade. Also commonly referred to as a monument sign.
- N. "Identification sign" means a sign containing the name of the business establishment, occupant of the building or tenant space and/or address of the premises.
- O "Incidental sign" means a sign that is generally informational and of a noncommercial nature intended primarily for the convenience of the public and having a maximum area of two square feet. Incidental signs include, but are not limited to: signs designating restrooms, hours of operation, entrances and exits to buildings and parking lots, help wanted, public telephones, etc. Also included are property control and warning signs such as "no trespassing," "no dumping," etc., and plaques, tablets or inscriptions which are an integral part of a building.
- P. "Mansard roof" means a sloped roof or roof-like facade architecturally able to be treated as a building wall.
- Q. "Marquee" means a permanent structure attached to, supported by, and projecting from a building and providing protection from the weather elements. For the purpose of this chapter, a freestanding, permanent roof-like structure providing protection from the elements, such as a service station gas pump canopy, will also be considered a marquee. The term "marquee" also includes canopy
- R. "Marquee sign" means any sign which forms part of or is integrated into a marquee and which does not extend horizontally beyond

the limits of such marquee For the purpose of this chapter, a marquee sign will be considered as a wall sign.

S. "Median sign" means a sign that is placed within the median of a public street.

T. "Multiple-building complex" means a group of commercial or industrial structures, developed as a group either simultaneously or in phases, with more than one building per parcel.

U "Multiple-tenant building" means a single structure housing more than one retail business, office or commercial venture but not including residential apartment buildings, which share the same lot, access and/or parking facilities.

V "On-premises sign" means a sign which carries advertisements incidental to a lawful use of the premises on which it is located, including signs indicating the business transacted, services rendered, goods sold or produced on the premises, name of the person, firm or corporation occupying the premises.

W. "Off-premises sign" means any sign which advertises an establishment, merchandise, service, goods, or entertainment which is sold, produced, and manufactured, or furnished at a place other than on the property on which said sign is located.

X. "Parapet" means a false front or wall extension above the roofline

Y. "Perimeter" means a square or rectangle required to enclose the sign area.

Z. "Portable sign" means any sign made of any material, including paper, cardboard, wood or metal, which is capable of being moved easily and is not permanently affixed to the ground, structure or building. This also includes sidewalk or sandwich board signs, except those worn by a person.

AA. "Premises" means the real estate as a unit, which is involved by the sign or signs mentioned in this chapter.

BB "Projecting sign" means a sign which is attached to a structure or building wall in such a manner that the leading edge extends more than 16 inches beyond the surface of said structure or wall but does not extend more than five feet beyond the property line, extends no more than six inches above any roofline, and meets all standards for ground clearance. Signs that meet the definition of "marquee sign" or "suspended sign" will not be considered a "projecting sign."

CC "Real estate sign" means a portable sign erected by the owner, or the owner's agent, advertising the real estate upon which the sign is located for rent, lease or sale.

DD "Revolving sign" means any sign that rotates or turns in motion by electrical or mechanical means in a circular pattern.

EE. "Roof sign" means a sign erected upon or above a roof or parapet of a building or structure. Mansard roof signs shall be considered

as wall signs. Roof signs may not extend more than five feet in height above the roof.

FF. "Sign" means any visual communication device, structure, or fixture which is visible from any right-of-way intended to aid a land use in promoting the sale or identification of a product, good or service using graphics, symbols, or written copy. For the purpose of this chapter, a sign shall not be considered to be building or structural design. It shall be restricted solely to graphics, symbols, or written copy that is meant to be used in the aforementioned way. This definition shall include inflatable signs, balloons or other similar devices.

GG. "Sign area" means:

1. The total area of a sign visible from any one viewpoint or direction, excluding the sign support structure, architectural embellishments, or framework that contains no written copy, and includes only one side of a double-faced sign.

2. Individual letter signs using a wall as the background without added decoration or change in wall color shall be calculated by measuring the perimeter enclosing each letter. The combined total area of each individual letter shall be considered the total area of the sign.

3. Module signs consisting of more than one sign cabinet shall be computed by adding together the total area of each module.

4. Perimeter of sign area shall be established by the smallest rectangle enclosing the extreme limits of the letter module or advertising message being measured.

HH. "Sign height" means the vertical distance measured from the adjacent grade to the highest point of the sign.

II. "Sign structure" means any structure that supports or is capable of supporting any sign as defined in this chapter. A sign structure may be a single pole or may or may not be an integral part of the building or structure.

JJ. "Single-tenant building" means a commercial building or structure that contains one enterprise or occupant. Buildings within a multibuilding complex may not be considered a single-tenant building.

KK. "Special event signage" means temporary signs including posters, flags, pennants, and inflatable materials; which are not the primary identification for the organization, event or product advertised; and which are primarily intended for very short-term promotional periods.

LL. "Suspended sign" means a sign that is attached to and suspended from a marquee or canopy, and subject to right-of-way and clearance regulations.

MM. "Temporary sign" means any sign or advertising display constructed of wood, vinyl, cloth, canvas, light fabric, paper, cardboard, or other light materials, with or without frames, intended to be displayed for a limited time only. This definition shall include inflatable signs.

NN. "Traffic hazard" means any sign which does not meet city standards for clear zone or sight distance or which does not meet the requirements of the Americans with Disabilities Act.

OO "Wall sign" means a sign attached or erected parallel to and extending not more than 16 inches from the facade or face of any building to which it is attached and supported through its entire length, with the exposed face of the sign parallel to the plane of said wall or facade "Window signs" which do not meet the definition of a "temporary sign" shall be considered as wall signs.

PP. "Window sign" means a sign located inside or affixed to windows of a building, whether temporary or permanent, lighted or unlighted, which may be viewed from the exterior of the building. (Ord. 6459 § 1, 2013; Ord. 6406 § 1, 2012; Ord. 6403 §§ 3, 4, 2012; Ord. 6360 § 2, 2011; Ord. 6353 § 4, 2011; Ord. 6327 § 4, 2010; Ord. 6263 § 4, 2009; Ord. 6166 § 1, 2008; Ord. 5993 § 1, 2006, Ord. 4705 § 2, 1994, Ord. 4229 § 2, 1987.)

Section 5. Amendment to City Code.

That, from the effective

date of this Ordinance, through March 15, 2016, Section 18.56 030 of the Auburn

City Code be and the same hereby is amended to read as follows.

18.56.030 General provisions, all districts.

A. Community Signs. The planning, building and community director may approve and permit to be erected entrance signs, at or near the city limits, on city public right-of-way or on privately owned parcels with the owner's permission, on which may be listed institutional names, service clubs or organizations or points of interest or similar public information. Right-of-way use permits may be required for signs located in the public right-of-way, except as permitted by subsections (B)(1), (B)(2), I or J of this section

B Temporary Signs.

1 Special event signage may be allowed in the RO, RO-H, CN, C-1, C-2, C-3, DUC, BP, LF, M-1, M-2, EP and the nonresidential used properties in the Terrace View District and the PUD-Lakeland Hills South subject to obtainment of temporary sign permit authorization from the city and compliance with the following as applicable:

- a. The area of any single sign shall not exceed 30 square feet;
- b. Special event signs as authorized herein shall not have the following:
 - i. Illumination of any kind;
 - ii. Strobing or blinking or flashing lights;
 - iii. Electrical animation;
 - iv. Changeable reader copy, electronic or manual;

c. Special event signage shall not exceed the maximum height limitations of the underlying zoning district;

d. Special event signs may have spinning elements attached to them including but not limited to flags or pennants or balloons or windsocks attached to them; provided, that they do not at any time constitute a traffic safety or pedestrian safety hazard,

e. Balloons and windsock special event signage shall not be authorized to be placed in the public rights-of-way or on-site landscape areas or off-site on another private parcel of land that does not contain the business or service being advertised;

f. Flag and pennant special event signage may be authorized to be placed in the public rights-of-way; provided, that placement in the public rights-of-way does not constitute a traffic safety or pedestrian safety hazard and does not create nonconformance to the Americans with Disabilities Act;

g. Flag and pennant special event signage may be authorized to be placed in on-site landscape areas and off-site on another private parcel of land that does not contain the business or service being advertised; provided, that placement in on-site landscape areas does not impede sight distance and that off-site placement on another property has received prior property owner authorization.

2. Banners may be allowed in the RO, RO-H, CN, C-1, C-2, C-3, DUC, BP, LF, M-1, M-2, EP and the nonresidential used properties in the Terrace View District and the PUD-Lakeland Hills South, subject to obtainment of temporary sign permit authorization from the city and compliance with the following:

a. The area of any single banner used by a single business on a site shall not exceed 32 square feet; provided, that banners crossing roadways as approved by the city shall not exceed 120 square feet.

b. For multitenant buildings and/or multibusiness complexes, each business shall be authorized to have a banner; provided, that the size of each banner shall be limited to maximum of 32 square feet; provided, that banners crossing roadways as approved by the city shall not exceed 120 square feet.

c. Banners as authorized herein shall not have the following:

i. Illumination of any kind;

ii. Strobing or blinking or flashing lights,

iii. Electrical animation,

iv. Changeable reader copy, electronic or manual.

d. Banner signage shall not exceed the maximum height limitations of the underlying zoning district.

e. Banners may have spinning elements attached to them including but not limited to flags or pennants or balloons or windsocks attached to them; provided, that they do not at any time constitute a traffic safety or pedestrian safety hazard.

f. Banners may be authorized to be placed in the public rights-of-way; provided, that placement in the public rights-of-way does not constitute a traffic safety or pedestrian safety hazard or does not create nonconformance to the Americans with Disabilities Act.

g. Banners may be authorized to be placed in on-site landscape areas and off-site on another private parcel of land that does not contain the business or service being advertised; provided, that placement in on-site landscape areas does not impede sight distance and that off-site placement on another property has received prior property owner authorization.

C Civic Events. Street banners may be permitted subject to approval and installation in accordance with rules and procedures established by the city of Auburn public works department.

D. Sign Lighting Provisions.

1. All lighting shall be arranged to reflect away from any residential zone. No person shall construct, establish, create or maintain any stationary exterior lighting or illumination system or any interior system which is intended to be viewed from a street, highway or other public thoroughfare used for vehicular traffic which system contains or utilizes.

a. Any exposed incandescent lamp with wattage in excess of 25 watts,

b. Any exposed incandescent lamp with a metallic reflector;

c. Any exposed incandescent lamp with an external reflector;

d. Any revolving beacon light;

e. Any continuous or sequential flashing operation, except as allowed for changing message center signs in subsection F of this section.

2. The provisions of subsection (D)(1) of this section shall not apply to

a. Lighting systems owned or controlled by any public agency for the purpose of directing or controlling navigation, traffic, or highway or street illumination,

b. Aircraft warning lights.

E. Construction Provisions, Sight Distance, Exposed Angle Iron and Wire.

1. Each sign shall be adequately constructed in accordance with the requirements of the International Building Code, as amended;

2. Signs containing electrical circuitry shall meet the requirements of the National Electrical Code and all state laws, and shall include an approved testing lab sticker;

3. Signs must meet vehicular sight distance requirements established by the city engineer pursuant to the city of Auburn engineering design standards,

4. When a projecting sign is used, no angle irons, guy wires or braces shall be visible, except those that are an integral part of the overall

design, such as decorative metals or woods, or unless they are required for safety

F. Changing Message Center Signs. Where permitted under this chapter, changing message center signs shall comply with the following requirements; provided, that changing message center signs that only display time and temperature or similar public service information shall be exempt from these requirements.

1. Where Allowed. Changing message center signs shall only be allowed in the I, P-1, C-1, C-2, DUC, C-3, M-1 and M-2 zones.

a. In the I and C-1 zones, changing message center signs shall only be allowed on frontages along a collector, minor or principal arterial street.

b. In the I zone, no changing message center sign shall operate between the hours of 10:00 p.m. and 6:00 a.m.

c. In the DUC zone, changing message center signs shall only be allowed when located adjacent and oriented to Auburn Way North/Auburn Way South street frontages. (For other sign standards for the DUC zone, see ACC 18.29.060(I)).

2. Number No more than one changing message center sign per street frontage shall be permitted on each property.

3. Sign Face Area. Except in the I and P-1 zones, the changing message center shall not constitute more than 75 percent of a sign's total sign face area.

4. Display.

a. The display of the sign shall not change more rapidly than once every one and one-half seconds.

b. No scrolling message shall require more than five seconds to be displayed in its entirety.

5. Light Levels.

a. Changing message center signs shall have installed ambient light monitors and shall at all times allow such monitors to automatically adjust the brightness level of the sign based on ambient light conditions.

b. At no time shall a changing message center sign be operated at a brightness level greater than the manufacturer's recommended levels.

c. All lighting shall be arranged to reflect away from any residential zone. The director shall have the authority to require a sign permit application to include information to ensure the intent of this requirement is met.

d. The brightness level shall not exceed 8,000 nits when measured from the sign's face at its maximum brightness during daylight hours and 500 nits when measured from the sign's face at its maximum brightness between dusk and dawn.

6. On-Premises Advertising Only Changing message center signs shall only advertise on-premises products and services, or display

public service messages or messages on behalf of not-for-profit organizations.

7 Additional Requirements. A copy of the manufacturer's operating manual shall be provided to the city upon request.

8 Amortization All changing message center signs that do not comply with the requirements of subsections (F)(4) and (5) of this section shall be brought into compliance with those requirements by April 1, 2009

G Change of Copy The holder of a permit, for the duration thereof, shall have the right to change the advertising copy on the structure or sign for which the permit was issued without being required to pay any additional fees.

H Exemptions. Unless otherwise specified or unless expressly prohibited, it is not the intent of this chapter to regulate the following signs:

1. The flag of government or noncommercial institutions such as schools, with the poles treated as structures,

2. Official public notices, official court notices;

3. Incidental signs (see ACC 18.56 020(O), Definitions);

4. Signs not visible from public right-of-way;

5. Lettering or symbols painted directly onto or flush-mounted magnetically onto an operable vehicle;

6. Painting, repainting, cleaning, repairing, and other normal maintenance unless structural or electrical changes are made;

7. Religious symbols not attached to a permitted sign,

8. Memorial signs or tablets, names of buildings, dates of erection and the like, which are incorporated into the building material and facade,

9. Signs required by law, traffic or pedestrian control signs, signs indicating scenic or historic points of interest, which are erected by or on the order of a public officer in the performance of his or her public duty;

10. Sculptures, fountains, mosaics, and design features which do not incorporate advertising or identification;

11. Temporary signs limited exclusively to noncommercial speech.

I. Portable signs shall be allowed in the RO, RO-H, CN, C-1, C-3, BP, LF, M-1, M-2, EP and the nonresidential used properties in the Terrace View District and the PUD-Lakeland Hills South subject to obtainment of temporary sign permit authorization from the city and compliance with the following as applicable:

1. For single-tenant buildings and/or sites, one portable sign shall be allowed per building or property frontage, as applicable

2. Each business in a multitenant building and/or multibuilding complex shall be limited to a maximum of one portable sign.

3. For multitenant buildings and/or multibuilding complexes that propose to place one or more portable signs within the on-site landscaped area at the intersection of two public or private streets or at a driveway

intersection with a public or private street, compliance to the city's minimum sight distance requirements shall be maintained at all times.

4. For multitenant buildings and/or multibuilding complexes that propose to place one or more portable signs along the property street frontage of a public or private street, the total number of allowable portable signs along said frontage shall be limited as follows to reduce the visual and aesthetic impact to the city:

a. Zero through 25 lineal feet of public or private street frontage equals one portable sign every three lineal feet of street frontage up to a maximum of three signs at any given time.

b. Twenty-six through 50 lineal feet of public or private street frontage equals one portable sign every three lineal feet of street frontage up to a maximum of four signs at any given time.

c. Fifty-one through 75 lineal feet of public or private street frontage equals one portable sign every three lineal feet of street frontage up to a maximum of five signs at any given time.

d. Seventy-six through 100 lineal feet of public or private street frontage equals one portable sign every three lineal feet of street frontage up to a maximum of six signs at any given time.

e. One hundred through 125 lineal feet of public or private street frontage equals one portable sign every three lineal feet of street frontage up to a maximum of seven signs at any given time.

f. One hundred twenty-six through 150 lineal feet of public or private street frontage equals one portable sign every three lineal feet of street frontage up to a maximum of eight signs at any given time.

g. One hundred fifty-one through 175 lineal feet of public or private street frontage equals one portable sign every three lineal feet of street frontage up to a maximum of nine signs at any given time.

h. One hundred seventy-six lineal feet and greater of public or private street frontage equals one portable sign every three lineal feet of street frontage up to a maximum of 10 signs at any given time.

i. The planning director shall have the discretionary authority to authorize additional portable signs along a public or private street frontage when in his or her determination such allowance will not substantively impact the visual and/or aesthetic impact to the city and such allowance is warranted by physical site conditions or economic or business considerations or other factors as deemed reasonable by the planning director.

5. Portable signs shall not be located in one or more existing parking spaces on a development site.

6. Portable signs as authorized herein shall not have the following:

- a. Illumination of any kind;
- b. Strobing or blinking or flashing lights;
- c. Electrical animation;
- d. Changeable reader copy, electronic or manual.

7. Portable signs may have spinning elements including but not limited to flags or pennants or balloons or windsocks attached to them; provided, that they do not at any time constitute a traffic safety or pedestrian safety hazard.

8. Portable signs advertising a business or service not located on the same site shall be allowed to be located off-site from the business or service being advertised, provided, that prior property owner authorization has been obtained by said business operator or service provider

9. Each portable sign shall have a maximum total sign size of 36 inches in height and 30 inches in width and be limited to two faces.

10. Portable signs shall be allowed in the public right-of-way; provided, that any and all signs are not placed within vehicle travel lanes or improved/unimproved vehicle shoulder areas or bicycle lanes, are not placed in front of or block access to marked bus transit stops, do not interfere with or impede pedestrian traffic or crossings and do not create nonconformance to the Americans with Disabilities Act.

J. Off-premises directional signs shall be allowed in the RO, RO-H, CN, C-1, C-2, C-3, DUC, BP, LF, M-1, M-2, EP, and the nonresidential used properties in the Terrace View District and the PUD-Lakeland Hills South subject to obtainment of temporary sign permit authorization from the city and compliance with the following as applicable:

1. Off-premises directional signs as authorized herein shall not have the following:

- a. Illumination of any kind;
- b. Strobing or blinking or flashing lights;
- c. Electrical animation,
- d. Changeable reader copy, electronic or manual.

2. Off-premises directional signs may have spinning elements including but not limited to flags or pennants or balloons or windsocks attached to them; provided, that they do not at any time constitute a traffic safety or pedestrian safety hazard

3. Off-premises directional signs may be authorized to be placed in the public rights-of-way; provided, that placement in the public rights-of-way does not constitute a traffic safety or pedestrian safety hazard and does not create nonconformance to the Americans with Disabilities Act.

4. Off-premises directional signs may be authorized to be placed in on-site landscape areas, or off-site on another private parcel of land that does not contain the business or service being advertised, provided, that placement in on-site landscape areas does not impede sight distance and that off-site placement on another property has received prior property owner authorization.

5. Off-premises directional signs shall not be located in one or more existing parking spaces on a development site

6. Off-premises directional signs shall have a maximum sign face area of 12 inches by 24 inches and a total height of 42 inches inclusive of any wood, metal, plastic or other support and a maximum of two sign faces.

K. Prohibited Signs. From and after the effective date of the ordinance codified in this chapter, it shall be unlawful for any person to erect or place within the city, except as otherwise authorized:

1. A swinging projecting sign,
2. Portable signs, except as permitted by ACC 18 56.025 (Real estate signs), 18 56.040(E) (C-2 District) and subsections (I)(1) through (10) of this section,
3. Banners, pennants, ribbons, streamers, spinners, rotating or blinking lights, strings of lights, or similar devices, except as permitted by subsection B of this section (Temporary Signs),
4. Flashing signs, except as permitted in subsection D of this section (Sign Lighting Provisions),
5. Changing message center signs, except as allowed in the I, P-1, C-1, C-2, C-3, M-1 and M-2 zones,
6. Signs attached to, or placed on, a vehicle or trailer parked on private or public property that is not associated with the business advertised on said sign(s). This provision is not to be construed as prohibiting the identification of a firm or its principal products on a vehicle used in the normal course of business. This does not include automobile for sale signs or signs attached to franchised buses or taxis;
7. Private signs placed in or on a public right-of-way, except for as expressly permitted by this chapter;
8. Any sign which constitutes a traffic hazard or detriment to traffic safety by reason of its size, location, movement, coloring, or method of illumination, or by obstructing the vision of drivers, or detracting from the visibility of any official traffic control device by diverting or tending to divert the attention of drivers of moving vehicles from traffic movement on streets, roads, intersections, or access facilities. No sign shall be erected so that it obstructs the vision of pedestrians by glare or method of illumination or constitutes a hazard to traffic. No sign may use words, phrases, symbols or characters in such a manner as to interfere with, mislead, or confuse traffic;
9. Any sign or advertising structure or supporting structure that is torn, damaged, defaced or destroyed,
10. Signs attached to poles installed by governmental agencies, utility poles, trees, rocks or other natural features;
11. Signs attached to benches, garbage cans, or other street furniture located within the public right-of-way;
12. Rotating signs,
13. Billboards,
14. Any sign which does not structurally or materially conform to the requirements of the city's adopted International Building Code.

L. Nonconforming Signs Permanent signs established legally prior to the adoption of the ordinance codified in this chapter that do not conform to the regulations of this chapter with regard to number, size, height or location shall be allowed to remain as legal nonconforming signs except as follows:

1. Whenever a new building replaces the principal building.
2. When there is an expansion of an existing building, the requirements of this section shall apply only if there is an increase in floor area of 25 percent or more (including the cumulative increase of previous expansions after the effective date of the ordinance amending this section)
3. Whenever a nonconforming use is replaced by a conforming use, the requirements of this section shall apply in full to the new use if and only if there is a change in required signage due to the zoning district.
- 4 Any sign, including the sign structure, now or hereafter existing which no longer advertises a bona fide business conducted or a product sold. Such sign(s) shall be taken down and removed by the owner, agent or person having the beneficial use of the land, building or structure upon which such sign may be found within 90 days after written notification from the building official.

M. Master Sign Plans Authorized. The planning, building and community director has the authority to require a master sign plan to ensure a consistent and coordinated signage scheme for development proposals. In approving master sign plans under the provisions of this subsection, the director has the authority to approve signage schemes that allow for signs greater in area and height than allowed in the particular zone in which the development is located when a coordinated signage scheme is used. Master signage plans shall be recorded.

N Maintenance and Safety. All permanent, temporary and portable signs and components thereof must be maintained in good repair and in a safe, neat, clean and attractive condition. Failure to maintain a sign(s) in accordance with this subsection shall be subject to the code compliance provisions of the Auburn City Code (Ord. 6459 § 1, 2013; Ord. 6406 § 1, 2012; Ord. 6403 §§ 5, 6, 2012; Ord. 6363 § 5, 2011; Ord. 6360 § 2, 2011; Ord. 6353 § 6, 2011; Ord. 6327 § 6, 2010; Ord. 6287 § 2, 2010; Ord. 6263 § 6, 2009; Ord. 6166 § 2, 2008; Ord. 5993 § 1, 2006; Ord. 5342 § 2, 2000; Ord. 4705 § 2, 1994; Ord. 4229 § 2, 1987.)

Section 6. Amendment to City Code.

That, effective March 16, 2016, Section 18.56.030 of the Auburn City Code be and the same hereby is amended to read as follows:

18.56.030 General provisions, all districts.

A. Community Signs. The planning, building and community director may approve and permit to be erected entrance signs, at or near the city limits, on city public right-of-way or on privately owned parcels with

the owner's permission, on which may be listed institutional names, service clubs or organizations or points of interest or similar public information. Right-of-way use permits may be required for signs located in the public right-of-way.

B. Temporary Signs.

1 Special event signage may be allowed subject to the following

a. Use of such signage is limited to 10 days per display, not to exceed 10 days in any 90-day period;

b. The area of any single sign shall not exceed 30 square feet;

2. Banners may be allowed subject to the following:

a. No more than two such signs may be used per site at any given time;

b. Use of such signs is limited to 90 consecutive days, and may not exceed 90 days in any 120-day period;

c. The area of any single banner used by a single business on a site shall not exceed 32 square feet;

3 Signs which are placed upon or within a window and which are intended to be viewed from the right-of-way shall not exceed 50 percent of the window area;

4 Permits are not required, except that signs exceeding the allowable size and time duration must receive a permit issued by the planning, building and community director if special circumstances exist that warrant the additional signage.

C Civic Events. Street banners may be permitted subject to approval and installation in accordance with rules and procedures established by the city of Auburn public works department.

D. Sign Lighting Provisions.

1. All lighting shall be arranged to reflect away from any residential zone. No person shall construct, establish, create or maintain any stationary exterior lighting or illumination system or any interior system which is intended to be viewed from a street, highway or other public thoroughfare used for vehicular traffic which system contains or utilizes.

a. Any exposed incandescent lamp with wattage in excess of 25 watts,

b. Any exposed incandescent lamp with a metallic reflector;

c. Any exposed incandescent lamp with an external reflector;

d. Any revolving beacon light;

e. Any continuous or sequential flashing operation, except as allowed for changing message center signs in subsection F of this section;

2. The provisions of subsection (D)(1) of this section shall not apply to.

a. Lighting systems owned or controlled by any public agency for the purpose of directing or controlling navigation, traffic, or highway or street illumination,

- b. Aircraft warning lights.
- E. Construction Provisions, Sight Distance, Exposed Angle Iron and Wire.

1. Each sign shall be adequately constructed in accordance with the requirements of the International Building Code, as amended;

2. Signs containing electrical circuitry shall meet the requirements of the National Electrical Code and all state laws, and shall include an approved testing lab sticker;

3. Signs must meet vehicular sight distance requirements established by the city engineer pursuant to the city of Auburn engineering design standards;

4. When a projecting sign is used, no angle irons, guy wires or braces shall be visible, except those that are an integral part of the overall design, such as decorative metals or woods, or unless they are required for safety.

F. Changing Message Center Signs. Where permitted under this chapter, changing message center signs shall comply with the following requirements; provided, that changing message center signs that only display time and temperature or similar public service information shall be exempt from these requirements.

1. Where Allowed. Changing message center signs shall only be allowed in the I, P-1, C-1, C-2, DUC, C-3, M-1 and M-2 zones.

a. In the I and C-1 zones, changing message center signs shall only be allowed on frontages along a collector, minor or principal arterial street.

b. In the I zone, no changing message center sign shall operate between the hours of 10:00 p.m. and 6:00 a.m.

c. In the DUC zone, changing message center signs shall only be allowed when located adjacent and oriented to Auburn Way North/Auburn Way South street frontages. (For other sign standards for the DUC zone, see ACC 18.29.060(I))

2. Number. No more than one changing message center sign per street frontage shall be permitted on each property

3. Sign Face Area. Except in the I and P-1 zones, the changing message center shall not constitute more than 75 percent of a sign's total sign face area.

4. Display.

a. The display of the sign shall not change more rapidly than once every one and one-half seconds.

b. No scrolling message shall require more than five seconds to be displayed in its entirety

5. Light Levels.

a. Changing message center signs shall have installed ambient light monitors and shall at all times allow such monitors to automatically adjust the brightness level of the sign based on ambient light conditions.

b At no time shall a changing message center sign be operated at a brightness level greater than the manufacturer's recommended levels.

c. All lighting shall be arranged to reflect away from any residential zone. The director shall have the authority to require a sign permit application include information to ensure the intent of this requirement is met.

d. The brightness level shall not exceed 8,000 nits when measured from the sign's face at its maximum brightness during daylight hours and 500 nits when measured from the sign's face at its maximum brightness between dusk and dawn.

6 On-Premises Advertising Only Changing message center signs shall only advertise on-premises products and services, or display public service messages or messages on behalf of not-for-profit organizations.

7. Additional Requirements. A copy of the manufacturer's operating manual shall be provided to the city upon request.

8 Amortization. All changing message center signs that do not comply with the requirements of subsections (F)(4) and (5) of this section shall be brought into compliance with those requirements by April 1, 2009.

G. Change of Copy The holder of a permit, for the duration thereof, shall have the right to change the advertising copy on the structure or sign for which the permit was issued without being required to pay any additional fees.

H. Exemptions. Unless otherwise specified or unless expressly prohibited, it is not the intent of this chapter to regulate the following signs:

1. The flag of a government or noncommercial institutions such as schools, with the poles treated as structures;

2. Official public notices, official court notices,

3. Incidental signs (see ACC 18 56.020(O), Definitions);

4. Signs not visible from public right-of-way;

5. Lettering or symbols painted directly onto or flush-mounted magnetically onto an operable vehicle;

6. Painting, repainting, cleaning, repairing, and other normal maintenance unless structural or electrical changes are made,

7. Religious symbols not attached to a permitted sign;

8. Memorial signs or tablets, names of buildings, dates of erection and the like, which are incorporated into the building material and facade,

9. Signs required by law, traffic or pedestrian control signs, signs indicating scenic or historic points of interest, which are erected by or on the order of a public officer in the performance of his or her public duty;

10. Sculptures, fountains, mosaics, and design features which do not incorporate advertising or identification;

11. Temporary signs limited exclusively to noncommercial speech.

I. Prohibited Signs. From and after the effective date of the ordinance codified in this chapter it shall be unlawful for any person to erect or place within the city, except as otherwise authorized:

1. A swinging projecting sign;

2. Portable signs, except as permitted by ACC 18.56.025 (Real estate signs) and 18.56.040(E) (C-2 District);

3. Banners, pennants, ribbons, streamers, spinners, rotating or blinking lights, strings of lights, or similar devices, except as permitted by subsection B of this section (Temporary Signs);

4. Flashing signs, except as permitted in subsection D of this section (Sign Lighting Provisions);

5. Changing message center signs, except as allowed in the I, P-1, C-1, C-2, C-3, M-1 and M-2 zones;

6. Signs attached to, or placed on, a vehicle or trailer parked on private or public property that is not associated with the business advertised on said sign(s). This provision is not to be construed as prohibiting the identification of a firm or its principal products on a vehicle used in the normal course of business. This does not include automobile for sale signs or signs attached to franchised buses or taxis;

7. Private signs placed in or on a public right-of-way, except for as expressly permitted by this chapter;

8. Any sign which constitutes a traffic hazard or detriment to traffic safety by reason of its size, location, movement, coloring, or method of illumination, or by obstructing the vision of drivers, or detracting from the visibility of any official traffic control device by diverting or tending to divert the attention of drivers of moving vehicles from traffic movement on streets, roads, intersections, or access facilities. No sign shall be erected so that it obstructs the vision of pedestrians by glare or method of illumination or constitutes a hazard to traffic. No sign may use words, phrases, symbols or characters in such a manner as to interfere with, mislead, or confuse traffic;

9. Any sign or advertising structure or supporting structure that is torn, damaged, defaced or destroyed;

10. Signs attached to poles installed by governmental agencies, utility poles, trees, rocks or other natural features,

11. Signs attached to benches, garbage cans, or other street furniture located within the public right-of-way;

12. Rotating signs;

13. Billboards;

14. Any sign which does not structurally or materially conform to the requirements of the city's adopted International Building Code.

J. Nonconforming Signs. Permanent signs established legally prior to the adoption of the ordinance codified in this chapter that do not conform to the regulations of this chapter with regard to number, size,

height or location shall be allowed to remain as legal nonconforming signs except as follows:

1. Whenever a new building replaces the principal building.
2. When there is an expansion of an existing building, the requirements of this section shall apply only if there is an increase in floor area of 25 percent or more (including the cumulative increase of previous expansions after the effective date of the ordinance amending this section)
3. Whenever a nonconforming use is replaced by a conforming use, the requirements of this section shall apply in full to the new use if and only if there is a change in required signage due to the zoning district.
4. Any sign, including the sign structure, now or hereafter existing which no longer advertises a bona fide business conducted or a product sold. Such sign(s) shall be taken down and removed by the owner, agent or person having the beneficial use of the land, building or structure upon which such sign may be found within 90 days after written notification from the building official.

K. Master Sign Plans Authorized. The planning, building and community director has the authority to require a master sign plan to ensure a consistent and coordinated signage scheme for development proposals. In approving master sign plans under the provisions of this subsection, the director has the authority to approve signage schemes that allow for signs greater in area and height than allowed in the particular zone in which the development is located when a coordinated signage scheme is used. Master signage plans shall be recorded.

L. Maintenance and Safety. All permanent, temporary and portable signs and components thereof must be maintained in good repair and in a safe, neat, clean and attractive condition. Failure to maintain a sign(s) in accordance with this subsection shall be subject to the code compliance provisions of the Auburn City Code (Ord. 6459 § 1, 2013, Ord. 6406 § 1, 2012; Ord. 6403 §§ 5, 6, 2012; Ord. 6363 § 5, 2011; Ord. 6360 § 2, 2011; Ord. 6353 § 6, 2011, Ord. 6327 § 6, 2010; Ord. 6287 § 2, 2010; Ord. 6263 § 6, 2009; Ord. 6166 § 2, 2008, Ord. 5993 § 1, 2006, Ord. 5342 § 2, 2000; Ord. 4705 § 2, 1994; Ord. 4229 § 2, 1987.)

Section 7. Extension of Time. In its deliberations on the text of

Ordinance No. 6263, the City of Auburn Planning Commission considered and recommended to the City Council that the Council consider up to two six month extensions of the provisions of this Ordinance, should economic conditions warrant such extensions. The Planning Commission acknowledged that the extension of time is procedural and that no further Planning Commission action is

required before City Council enactment of such extensions. The only changes in the text of this Ordinance from the text of Ordinance Numbers 6263, 6327, 6353 and 6403, and this Ordinance Number 6501, are the changes in the effective dates set forth therein.

Section 8. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 9. 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 10. Effective date. This Ordinance, amending the effective dates of Ordinance No. 6263, 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

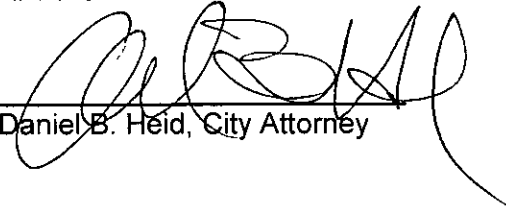
Danielle E. Daskam, City Clerk

Ordinance No. 6501

February 4, 2014

ORD. 6501
Page 25 of 26

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5033

Date:

February 12, 2014

Department:

Public Works

Attachments:

[Res 5033](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5033.

Background Summary:

Resolution No. 5033 authorizes the Mayor to execute an agreement with ValleyComm regarding installation of radio equipment at Water Utility Reservoir #5 located at 1326 57th Drive SE, Auburn, WA . In the interest of protecting public safety by allowing work to begin as soon as possible installing the equipment, ValleyComm and the Mayor Backus agreed to sign the agreement subject to City Council ratification of the terms.

ValleyComm wants to improve communications with emergency first responders in the south Green River Valley area. To do this ValleyComm would like to install VHF radio paging equipment at the Reservoir #5 Site. The equipment would consist of antenna, cabling, equipment cabinet with radio, and emergency power i.e. generator system. ValleyComm would be responsible for installing, operating, and maintaining the equipment. The City would be responsible for providing ValleyComm site access.

Reviewed by Council Committees:

Finance, Public Works

Councilmember: Osborne

Staff: Snyder

Meeting Date: February 18, 2014

Item Number: RES.A

RESOLUTION NO. 5 0 3 3

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, AUTHORIZING
THE MAYOR TO EXECUTE A LEASE AGREEMENT
BETWEEN THE CITY OF AUBURN AND VALLEY
COMMUNICATIONS CENTER AND RATIFYING
AND CONFIRMING PRIOR ACTS

WHEREAS, the City of Auburn owns real property commonly known as
Water Reservoir 5 located in Auburn, Washington; and

WHEREAS, the Valley Communications Center ("ValleyCom") desires to
lease a portion of the existing structures located on the property for an amount
that is acceptable to the City; and,

WHEREAS, because of ValleyCom's operational requirements, the City
administration granted them early access to the site in order to install and begin
operating the communications equipment

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

Section 1. The Mayor is hereby authorized to execute a Lease
Agreement between the City of Auburn and Valley Communications Center,
which lease shall be in substantial conformity with the Lease Agreement
attached hereto as Exhibit "1" 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 directives of
this legislation

Section 3. All prior acts consistent with the intent of this resolution are hereby ratified and confirmed

Section 4. This resolution shall be in full force and effect upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2014

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

EXHIBIT 1

LEASE AGREEMENT

This Lease is entered into the date fully executed by and between the City of Auburn, a Washington municipal corporation ("Landlord"), and VALLEY COMMUNICATIONS CENTER, a Washington interlocal government agency and instrumentality of its member governments ("Tenant").

RECITALS

A. Landlord is owner in fee simple or benefits from easements on parcels of land located in King County, Washington, legally described on the attached **Exhibit A**, and commonly known as Water Reservoir 5.

B. Tenant provides emergency communications and dispatch services for several municipalities and desires a nonexclusive lease for the portion of the Property described on the attached **Exhibit B**, for equipment installation and maintenance of a paging transmitter, antenna system, generator, and associated electronics, as described on the attached **Exhibit C**.

C. Accordingly, the parties are entering into this Lease on the terms and conditions set forth below.

AGREEMENT

In consideration of their mutual covenants, the parties agree as follows:

1. PREMISES

Landlord leases to Tenant a portion of certain existing structures located at 1326 57th Drive SE, Auburn, WA and described in **Exhibit "A"** ("Property"). The portion of the Property to be leased by Landlord to Tenant is more particularly described in **Exhibit "B"** ("Premises") which is attached and incorporated into this Lease.

2. CONSIDERATION

As consideration for this Lease, Tenant shall pay to Landlord the sum of One Thousand and no Dollars (\$1,000.00) per month. Leasehold Excise Tax does not apply.

3. USE

Tenant shall use the Premises for a paging transmitter, antenna system, and associated electronics. A general description of the plans and specifications for equipment installation is attached as **Exhibit "C"** ("Improvements"). No use shall be made of Premises, or act done in or about the Premises, that is illegal, unlawful, or violates zoning codes. Tenant shall not commit, or allow to be committed upon the Premises, any waste or any public or private nuisance. Tenant will comply, at Tenant's own cost and expense, with all reasonable orders, notices, regulations or

Resolution No. 5033

LEASE AGREEMENT

(between City of Auburn and Valley Communications Center)

Page 1 of 9

requirements of any municipality, state or other governmental authority respecting the use of the Premises.

Tenant's installation, operation and maintenance of the Improvements on the Premises may not damage or interfere in any way with Landlord's or Landlord's other Tenants' use of the Property. Tenant will immediately cease, upon written notice from Landlord, all such actions that materially interfere with Landlord's use of the Property, provided however, that Tenant may then terminate the Lease. Landlord reserves the right to take any action it deems necessary in its reasonable discretion to repair, maintain, alter or improve the Premises in connection with its public service operations.

Tenant requires access twenty-four (24) hours per day, seven (7) days per week, for three hundred and sixty-five (365) days per year to the leased cabinet space in order to maintain the Public Safety critical infrastructure equipment (radio transmitter and associated equipment). Tenant access to the equipment cabinet area and antenna system (water reservoir) shall be gained by contacting the Landlord on-call water operations at 253-876-1985 or 253-876-1953. Landlord water operations staff shall meet the Tenant on site (within sixty (60) minutes of receiving the call) and grant access to the water facility

4. TERM AND TERMINATION

A. The term of this Lease shall begin On the last date signed by the parties. This Lease shall continue for a period of five (5) years from the Effective Date, unless sooner terminated as hereinafter provided. The parties may mutually agree to exercise the option to extend this lease for two (2) additional five (5) year terms by written amendment pursuant to the terms and conditions herein.

B. This Lease may be terminated by either party after a minimum 150 days' written notice of an intention to do so. By the effective date of the termination, Tenant will remove all of its equipment from the Premises at its sole expense. If Tenant does not remove its equipment from the Premises by the effective date of the termination, Tenant may not enter the Premises except upon written authorization of the Landlord, and Landlord may remove the equipment and invoice Tenant for the cost, which Tenant shall pay within thirty (30) days of receipt.

5. UTILITIES

Tenant shall be responsible for obtaining all required utility services at no cost to the Landlord.

6. REGULAR MAINTENANCE

Tenant shall, at Tenant's sole expense, perform all reasonable maintenance of, and keep in good repair, the Improvements and equipment installed on the Premises. All RF equipment or related improvements installed shall meet or exceed manufacture specifications and FCC requirements.

7. INSURANCE

Tenant shall, at Tenant's expense, maintain commercial general liability insurance, written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence, and not less than \$2,000,000.00 general aggregate, for personal injury, bodily injury and property damage.

All such insurance shall be issued by carriers acceptable to Landlord and shall contain a provision whereby the carrier agrees not to cancel or materially modify the insurance without thirty (30) days' prior written notice to the Landlord. Tenant shall furnish Landlord with a Certificate of Insurance, including a copy of the endorsement naming the Landlord as an additional insured.

No use shall be made or permitted to be made of the Premises, which will increase the existing rate of insurance upon the Premises (without consent of Landlord and compensation for increased premiums), or cause the cancellation of any insurance policy covering the Premises, or any part thereof, nor shall Tenant sell, or permit to be kept, used or sold in or about the Premises, any article that may be prohibited by the standard form of property insurance policies.

8. CONSTRUCTION DEFECTS:

The Tenant has inspected and knows the condition of the Premises, and it is understood and agreed that the Premises are leased on an "as is" basis, without any obligation on the part of the Landlord to make any changes, improvements or to incur any expenses whatsoever for the maintenance or repair of the Premises, except as required by law. If a defective condition is caused directly or indirectly by the Tenant or Tenant's guest, licensee, or any other person(s) acting with permission of or under the control or direction of Tenant, the Landlord shall have no obligation to repair that defect, and the Tenant shall immediately repair the defect at Tenant's cost. The Tenant shall have no defense against the Landlord to remedy the defective condition. This applies also where Tenant unreasonably fails to notify the Landlord of the condition or to allow Landlord access to the Premises for the purpose of repair.

9. ALTERATIONS

With the exception of Improvements depicted in **Exhibit C**, Tenant shall not make any alterations to the Premises without obtaining the consent of Landlord in writing first, which shall not be unreasonably withheld. All alterations, additions and improvements that are made by Tenant shall be at the sole cost and expense of Tenant. If the Tenant performs work with the consent of the Landlord, Tenant agrees to comply with all laws, ordinances, rules, regulations of the appropriate governing authority. Radio system equipment installed by Tenant will not be considered an improvement or alteration.

10. INDEMNIFICATION/HOLD HARMLESS

Landlord and Tenant shall each defend, indemnify and hold the other, and their

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(between City of Auburn and Valley Communications Center)

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respective officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Lease, except for injuries and damages caused by the negligence or willful misconduct of the other. Landlord will not be liable to Tenant for damage to its equipment or property from any cause except to the extent damage is caused by Landlord's negligence or willful misconduct. Landlord will not be liable to Tenant for any interruption of utility services or theft of equipment.

11. LIENS

Tenant shall keep the leased Premises free from any mechanic, labor or material man liens arising out of any work performed, materials furnished, or obligations incurred by Tenant or Tenant's agents, contractors, or subtenant, in connection with work of any character performed or claimed to have been performed on the Premises or Improvements by or at the direction of Tenant; provided, however, that Tenant shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, Tenant shall give to Landlord reasonable security as may be demanded by Landlord to ensure payment thereof and prevent any sale, foreclosure or forfeiture of the Premises or Improvements by reason of non-payment. Tenant will immediately pay a judgment rendered with all proper costs and charges and shall have such liens released or judgment satisfied at Tenant's own expense.

12. ASSIGNMENT

Tenant shall not assign or transfer this Lease or any interest therein. without the prior written consent of Landlord. Tenant shall not sublet the whole or any part of the Premises without the prior written consent of Landlord. This Lease or any interest therein shall not be assignable by operation of law or by any process or proceeding of any court or otherwise, without the prior written consent of Landlord.

13. ACCESS

A. Right of Entry. Landlord will allow Tenant access to the Premises upon signature by the authorized officers of each Party, notwithstanding further ratification of this Lease by the governing bodies of each Party.

B. Tenant will allow Landlord or Landlord's agents free access at all reasonable times to the Premises for the purposes of inspection, provided that Landlord shall not interfere unduly with Tenant's operations. This right shall not be construed as an agreement on the part of the Landlord to inspect to ascertain the condition of the Premises, or to make repairs, additions, or alterations.

14. DAMAGE OR DESTRUCTION, REPAIR OR REPLACEMENT

In the event the Premises is damaged to such extent as to render the Premises untenable in whole or in a substantial part thereof, or is destroyed, the Tenant shall give Landlord or Landlord's agent immediate written notice thereof, and, it shall be optional with the Landlord to repair or rebuild the same. Landlord shall have not more than fifteen (15) days after date of such notification to notify the Tenant in

writing of Landlord's intentions to repair or rebuild the Premises, or the part damaged. If Landlord elects to repair or rebuild the Premises, Landlord shall prosecute the work of repairing or rebuilding without unnecessary delay. If Landlord elects not to repair or rebuild the Premises this Lease shall be terminated immediately and Landlord shall not be obligated to provide Tenant another facility to lease. Any unused portion of Rent paid by Tenant in advance shall be prorated and returned to Tenant within thirty (30) days of termination under section 16. In the event Landlord requires relocation of tenant equipment, tenant shall be given 60 days notice to relocate equipment at tenants expense.

15. CONDEMNATION.

A. Landlord and Tenant will give to the other immediate written notice of the receipt of notice of any proceedings with respect to a condemnation and of any intention of any authority to exercise the power of eminent domain.

B. If all of the Premises are taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the expiration of the term of this Lease, this Lease terminates as of the date the condemning authority takes possession, and Tenant will have no claim or interest in or to any award of just compensation except that the Tenant will be entitled to any amount equal to the fair market value of the Tenant's leasehold interest in any improvement taken by the condemning authority made to the Premises by the Tenant, but not to exceed the amount of that part, if any, of the award attributable to the value of the improvements.

C. If part of the Premises are taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the expiration of the term of this Lease, Landlord or Tenant may choose to terminate the Lease, the Rent will be reduced in the same proportion that the value of the portion of the Premises to be taken bears to the value of the entire Premises as of the date the condemning authority takes possession. Tenant will have no claims or interest in or to any award of just compensation or damages except that the Tenant will be entitled to an amount equal to the fair market value of the Tenant's leasehold interest in the part taken by the condemning authority of any improvements made to the Premises by the Tenant, but not exceed the amount of that part, if any, of the award attributable to the value of the improvements.

D. If temporary use of all or a portion of the Premises is taken by any lawful authority for a period, which would reduce the leasehold and consequently, would cause the Premises to be untenable for the Use by Tenant for the purposes set forth in Section 2 of this Lease titled "Use," at Tenant's determination, then Landlord or Tenant may choose to terminate this Lease. If Landlord or Tenant elect to terminate this Lease, the Lease will terminate the date the condemning authority takes possession and Tenant will have no claim or interest in or to any award of just compensation except that the Tenant will be entitled to an amount equal to the fair market value of the Tenant's leasehold interest in any improvements made to the Premises by the Tenant. Any unused portion of Rent paid by Tenant in advance shall be prorated and returned to Tenant within thirty (30) days of termination under section 17. If neither Landlord or Tenant elects to terminate this Lease, the Lease will

continue in full force and Tenant will be entitled to receive any award from the condemning authority for the use of all or part of the Premises, EXCEPT that Tenant may elect to have the Rent reduced by the amount proportionally attributable to any partial temporary taking, in which event the Tenant shall not be entitled to any portion of the award attributable to said use.

E. It is understood and agreed that Tenant shall not be party to any negotiation or proceedings at law wherein Landlord claims compensation other than that which is defined statutorily as constituting "just compensation."

16. NOTICES

All notices to be given by the parties hereto shall be in writing and may either be served personally or may be deposited in the United States Mail, postage prepaid, by either registered mail or by regular mail with certificate of mailing obtained. Notices shall be mailed to the addresses below, or a later changed address provided in writing to the party:

LANDLORD:

City of Auburn
Attn: Facilities Manager
25 West Main Street
Auburn, WA 98001-4998

TENANT:

Valley Communications Center
Attn: Technical Services Manager
27519 – 108th Avenue Southeast
Kent, WA 98030

17. DEFAULT

If Tenant shall violate, default or not comply with any of the material covenants, agreements or provisions of this Lease, Landlord will give Tenant sixty (60) days' written notice to cure such default. If Tenant does not cure the default within that sixty (60) day period, then Landlord may cancel this Lease by giving sixty (60) days' written notice of cancellation.

18. NON-WAIVER

The failure of the Landlord to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenant or agreements, but the same shall be and remain in full force and effect.

19. SEVERABILITY

Resolution No. 5033
LEASE AGREEMENT
(between City of Auburn and Valley Communications Center)

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If any term or provision of this Lease or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this Lease, or the application of the term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and will continue in full force.

20. COSTS AND ATTORNEYS FEES

In any claim or lawsuit for damages arising from the parties' performance of this Lease, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit either party's right to indemnification under Section 9 of this Lease.

21. VENUE AND JURISDICTION

This Lease shall be construed in accord with the Laws of the State of Washington. Venue and jurisdiction for the resolution of disputes shall be in the Superior Court for King County, Washington.

22. HEIRS AND SUCCESSORS

Subject to the provision pertaining to assignment and subletting, the covenants and agreements of this Lease shall be binding upon the heirs, legal representatives, successors and assigns of any or all of the parties.

23. HOLDOVER

If the Tenant shall, without the written consent of Landlord, holdover after the expiration of the term of this Lease, that tenancy shall be deemed a month to month tenancy, terminable as provided by the laws of the State of Washington. During any holdover tenancy, Landlord and Tenant will be bound by all of the terms, covenants, and conditions of this Lease.

24. CAPTIONS AND CONSTRUCTION

The captions in this Lease are for the convenience of the reader and are not to be considered in the interpretation of its terms.

25. ENTIRE AGREEMENT AND EFFECTIVE DATE

This Lease contains the entire agreement between the parties and, in executing it, Landlord and Tenant do not rely upon any statement, promise, or representation, whether oral or written, not expressed herein. No subsequent agreement may modify this Lease unless it is in writing and signed by the parties or their authorized agents. This Agreement shall be effective upon the last day executed ("Effective Date").

26. WARRANT OF AUTHORITY TO EXECUTE

Resolution No. 5033
LEASE AGREEMENT

(between City of Auburn and Valley Communications Center)

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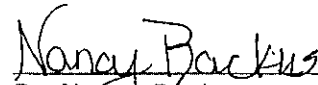
Each person executing this Lease warrants that he/she has the requisite authority to bind the party for whom that person is executing.

IN WITNESS, this Lease is executed and shall become effective as of the last date signed below. The foregoing conditions are mutually agreed to by the Landlord and the Tenant.

TENANT:
VALLEY COMMUNICATIONS CENTER


Print Name: LORA UELAND
Its: EXECUTIVE DIRECTOR
Date: 1/29/14

LANDLORD:
CITY OF AUBURN


By: Nancy Backus
Its: Mayor
Date: 1-9-14

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of ____, 2013, before me a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be his/her free and voluntary act and deed for the uses and purposes mentioned in this instrument.

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC, in and for the State
of Washington, residing at _____
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of ____, 2013, before me a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be his/her free and voluntary act and deed for the uses and purposes mentioned in this instrument.

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC, in and for the State
of Washington, residing at _____
My appointment expires _____

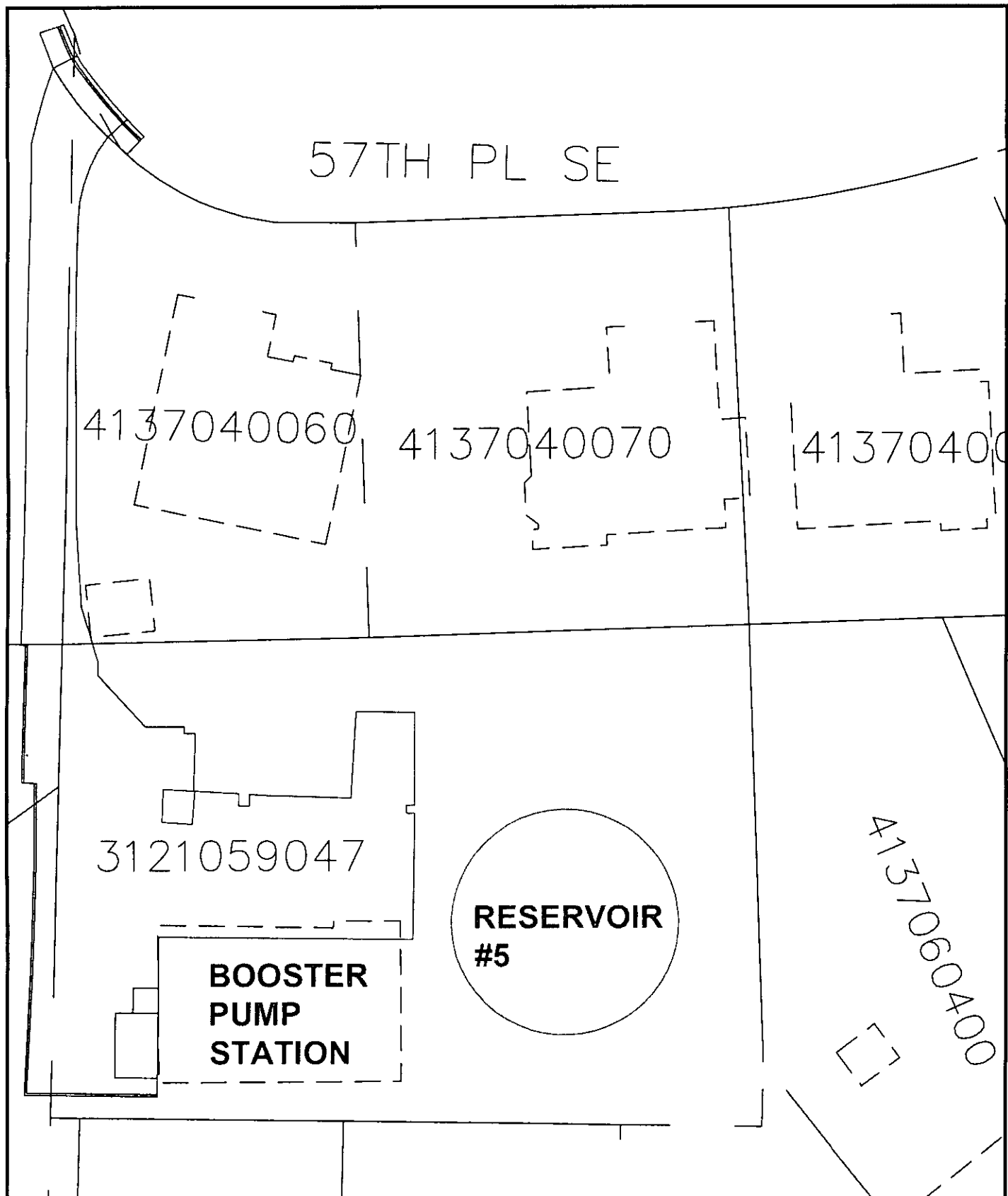


EXHIBIT A
RESERVOIR #5 PARCELS
SCALE: 1" = 30'





A NATIONALLY ACCREDITED COMMUNICATIONS CENTER

EXHIBIT C

VALLEY COMMUNICATIONS CENTER EQUIPMENT

VHF Paging Equipment:

The equipment will be installed in an outdoor cabinet secured to a 5' x 5' cement pad and located next to the existing radio equipment per Exhibit B. The outdoor cabinet measures 30"W x 30"D x 84"H. See Spec sheet below for more details.

VHF Antenna:

The Antenna will be of a similar style to a Sinclair SD212 and will be mounted on the outside tank railing per Exhibit B. 7/8" coaxial cable will be connected to the antenna and routed along the tank railing and down the side of the tank utilizing the existing cable tray and connected to the paging equipment. See antenna Spec sheet below for more details.

Generator and Tank:

The EATON EGENX17 17KW generator and tank will be mounted on a 5' x 10' cement pad with an auto transfer switch. The generator fuel source will be either Diesel or Propane. The generator type and configuration may change depending on permitting. See Generator Spec sheet below for more details.

Utilities:

T1 circuit will be installed in the existing outdoor enclosure that is mounted on the tank. The existing breaker panel in the same outdoor enclosure will be upgraded to accommodate two 120vac 20 amp circuits. Separate conduit will be installed between the enclosure and paging cabinet.

SD212-SF2P4SNM(D00)

2 dipole, 5 5 dBd, offset, 138-174 MHz

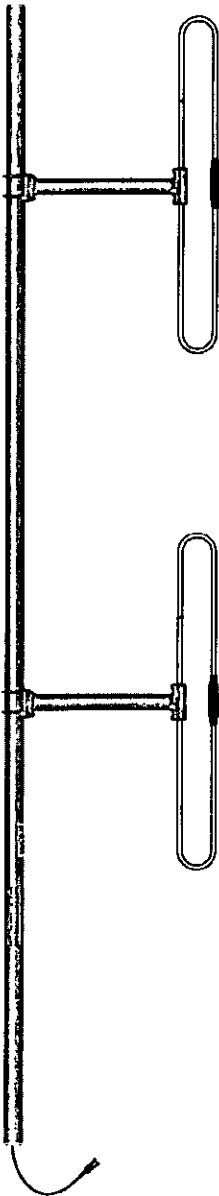
- Covers the entire 138-174 MHz frequency range
- 5.5 dBd gain with offset pattern
- 300 Watt power handling
- Can be top or side mounted (Universal mount)

Recommend SMK-125-A3 or SMK-125-A7 for Offset Side Mount.
Available from Sinclair separately.

The SD212 series is a 2-bay exposed dipole antenna designed for applications where moderate gain is required. These premium-quality antennas are well suited to public safety applications.

The design of these antennas provides for coverage from 118 to 225 MHz in 3 sub bands, 118-138 MHz for civil aviation applications, 138-174 MHz for private mobile networks, and public safety, and 220-225 MHz for transportation networks.

The standard connector offered is N male which is terminated on a 1 foot cable.



www.sinctech.com

Electrical Specifications

Frequency Range	MHz	138 to 174
Bandwidth	MHz	36
Connector		N-Male
Gain (nominal)	dBd (dBi)	5.5 (7.6)
Input VSWR (max)		1.5:1
Polarization		vertical
Impedance	Ω	50
Pattern		Offset
Horizontal beamwidth (typ)	degrees	210
Vertical beamwidth (typ)	degrees	34
Average Power Input (max)	W	300
Lightning protection		DC ground
Electrical tilt (available)		0, 2, 4, 6, 8, or 10 degrees

Mechanical Specifications

Depth	in (mm)	2.5 (64)
Length/ Height	in (mm)	120 (3048)
Width	in (mm)	23 (584)
Base pipe diameter	in (mm)	1.9 (48)
Base pipe mounting length	in (mm)	36 (914)
Radiating element material		aluminum
Base pipe material		aluminum
Weight	lbs (kg)	20 (9.08)
Weight iced	lbs (kg)	46 (20.88)
Mounting Hardware (Optional)		Clamp005, Clamp015, or Clamp130
Actual Shipping weight	lbs (kg)	34 (15.44)
Shipping dimensions	in (mm)	124x26x6 (3150x660x152)
Mounting configurations		Universal Mount
Recommended For Offset Side Mount.		SMK-125-A3 or SMK-125-A7

Environmental Specifications

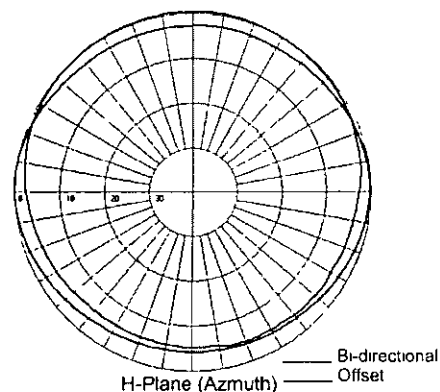
Temperature range	°F (°C)	-40 to +140 (-40 to +60)
Wind Loading Area (Flat Plate Equivalent)	ft ² (m ²)	1.83 (0.17)
Wind Loading Area (1/2" ice)	ft ² (m ²)	3.25 (0.3)
Rated wind velocity (no ice)	mph (km/h)	145 (233)
Rated wind velocity (1/2" radial ice)	mph (km/h)	110 (177)
Lateral thrust (100 mph No Ice)	lbs (N)	68 (302.5)
Torsional moment (100 mph No Ice)	ft-lbs (Nm)	34 (45.9)
Bending moment (100 mph No Ice)	ft-lbs (Nm)	218 (294.3)
Tip deflection (100 mph No Ice)	degrees	0.88

Notes

- *1 0.5" radial ice
- *2 Value based on 100 mph with 0" ice
- *3 Value based on 100 mph with 0" ice
- *4 Value based on 100 mph with 0" ice
- *5 Value based on 100 mph with 0" ice

Ordering Information

Clamps must be ordered separately



Region	United States	Europe, Middle East and Africa	Caribbean and Latin America	Canada and rest of the world
Telephone	USA: 1 800 263 3275	International. +44 (0) 1487 84 28 19	International. +1 905 726 7676	Canada 1 800 263 3275 International +1 905 727 0165
E-mail	salesusa@sinctech.com	salesuk@sinctech.com	salesla@sinctech.com	salescan@sinctech.com

Product Specification Sheet

EPR 016861

Customer Technical Manual 005130

SD212-SF2P4SNM(D00)

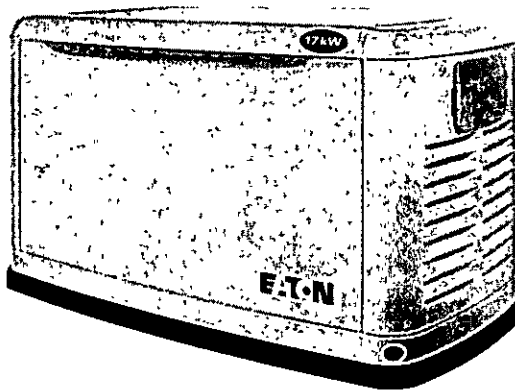
Issue 7

Dated 27-02-12

Dated 08-08-11

Sinclair's commitment to product leadership may result in improvement or change to this product
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Standby Generators Air Cooled 17kW



Gas Engine Generator Sets

Continuous Standby Power Rating:

- EGEN17 (Steel) - 17 kW 60Hz
- EGEN17A (Aluminum) - 17 kW 60Hz

Features:

- True Power® Electrical Technology
- Two Line LCD Digital Controller
- Electronic Governor
- External Main Circuit Breaker, System Status & Maintenance Interval LED's and GFCI Duplex Outlet
- Flexible Fuel Line Connector
- Composite Mounting Pad
- Natural Gas or LP Gas Operation
- UL 2200 Listed

Benefits:

- Total commitment to component testing, reliability, environmental, destruction and life, plus testing to applicable CSA, NEMA, EGSA, and other standards.
- True Power® Electrical Technology: Superior harmonics and sine wave form produce less than 5% Total Harmonic Distortion for utility quality power. This allows confident operation of sensitive electronic equipment and micro-chip based appliances, such as variable speed HVAC
- Test Criteria.
 - Prototype Tested Nema Mg1-22 Evaluation
 - System Torsional Tested
 - Motor Starting Ability
- Solid-state, frequency compensated voltage regulation. This state-of-the-art power maximizing regulation system is standard on all Eaton models. It provides optimized fast response to changing load conditions and maximum motor starting capability by electronically torque-matching the surge loads to the engine
- Single source service response from the industry's best dealer network provides parts and service know-how for the entire unit.

EATON

Table 1. Features

	Features	Benefits
Engine	• OHVI Design • "Spiny-lok" cast iron cylinder walls • Electronic ignition/spark advance • Full pressure lubrication system • Low oil pressure shutdown system • High temperature shutdown	▪ Maximizes engine "breathing" for increased fuel efficiency. Plateau honed cylinder walls and plasma moly rings help engine run cooler, reducing oil consumption. Because heat is the primary cause of engine wear, the OHVI has a significantly longer life than competitive engines. • Rigid construction and added durability provide long engine life • These features combine to assure smooth, quick starting every time • Superior lubrication to all vital bearings means better performance, less maintenance and significantly longer engine life. Now featuring a 2 year/200 hour oil change interval ▪ Superior shutdown protection prevents catastrophic engine damage due to low oil • Prevents damage due to overheating
Generator	• Revolving field • Skewed stator • Displaced phase excitation • Automatic voltage regulation • UL 2200 Listed	• Allows for smaller, light weight unit that operates 25% more efficiently than a revolving armature generator • Produces a smooth output waveform for compatibility with electronic equipment • Maximizes motor starting capability • Regulates the output voltage to $\pm 2\%$ prevents damaging voltage spikes • For your safety
Transfer Switch	Sold Separately	
Controls	• Manual/Auto/Off switch • Utility voltage sensing • Utility interrupt delay • Engine warm-up • Engine cool-down • Seven day exerciser • Timed Trickle Battery charger • Main Line Circuit Breaker • Electronic governor	• Selects the operating mode • Constantly monitors utility voltage, setpoints 65% dropout, 75% pick-up, of standard voltage • Prevents nuisance start-ups of the engine, adjustable 10-30 seconds • Ensures engine is ready to assume the load, setpoint approximately 10 seconds • Allows engine to cool prior to shutdown, setpoint approximately 1 minute. • Operates engine to prevent oil seal drying and damage between power outages • Maintains battery charge level to insure starting • Protects generator from overload • Maintains constant 60 Hz frequency
Unit	• Weather protective enclosure • Enclosed critical grade muffler • Small, compact, attractive	• Ensures protection against mother nature. Hinged key locking roof panel for security. Lift-out front for easy access to all routine maintenance items. Electrostatically applied textured epoxy paint for added durability. EGEN17A has aluminum enclosure • Quiet, critical grade muffler is mounted inside the unit to prevent injuries • Makes for an easy, eye appealing installation
Installation System	• 1" Flexible Fuel Line Connector • Composite Mounting Pad	• Easy Installation

Table 2. Specifications

Generator		EGEN17	EGEN17A
Rated Maximum Continuous Power Capacity (LP)		17,000 Watts*	
Rated Maximum Continuous Power Capacity (NG)		16,000 Watts*	
Rated Voltage		120/240	
Rated Maximum Continuous Load Current 240 Volts		70.8 LP/66.6 NG	
Total Harmonic Distortion		Less than 5%	
Main Line Circuit Breaker		65 Amp	
Phase		1	
Number of Rotor Poles		2	
Rated AC Frequency		60Hz	
Power Factor		1	
Battery Requirement (not included)		Group 26R, 12 Volts & 525 Cold-cranking Amps Min	
Unit Weight		455 Pounds	421 Pounds
Dimensions (L" x W" x H")		48 x 25 x 29	
Sound output in dB(A) at 23 ft. with generator operating at normal load		66	
Sound output in dB(A) at 23 ft. with generator in Quiet-Test™ low speed exercise mode		60	
Engine			
Type of Engine		OHVI V-TWIN	
Number of Cylinders		2	
Rated Horsepower		32 @ 3,600 rpm	
Displacement		992cc	
Cylinder Block		Aluminum w/ Cast Iron Slv	
Valve Arrangement		Overhead Valve	
Ignition System		Solid-state w/ Magneto	
Governor System		Electronic	
Compression Ratio		9.5:1	
Starter		12 Vdc	
Oil Capacity Including Filter		Approx. 1.9 Qts	
Operating RPM		3,600	
Fuel Consumption			
Natural Gas	cu ft./hr: 1/2 Load / Full Load	183 / 261	
Liquid Propane	ft3/hr (gal/hr): 1/2 Load / Full Load	59 (1.61) / 94 (2.57)	
Required fuel pressure to generator fuel inlet at all load ranges: 5 to 7 inches of water column for natural gas, 10 to 12 inches of water column for LP gas			
Controls			
2-Line Plain Text LCD Display		Simple user interface for ease of operation	
Mode Switch -Auto -Off -Manual/Test (start)		Automatic Start on Utility failure, 7 day exerciser Stops unit. Power is removed. Control and charger still operate. Start with starter control, unit stays on. If utility fails, transfer to load takes place.	
Engine Start Sequence		Cyclic cranking: 16 sec. on, 7 rest (90 sec. maximum duration)	
Engine Warm-up		10 seconds	
Engine Cool-Down		1 minute	
Starter Lock-out		Starter cannot re-engage until 5 sec. after engine has stopped	
2.5 Amp Timed Trickle Battery Charger		Standard	
Automatic Voltage Regulator w/Overvoltage Protection		Standard	
Automatic Low Oil Pressure Shutdown		Standard	
Overspeed Shutdown		Standard / 72Hz	
Overcrank Protection		Standard	
Safety Fuse		Standard	
All ratings in accordance with BS5514, ISO3046 and DIN6271. * Maximum wattage & current are subject to & limited by such factors as fuel Btu content, ambient temperature, altitude, engine power & condition, etc. Maximum power decreases about 3.5 percent for each 1,000 feet above sea level, and also will decrease about 1 percent for each 12° C (10° F) above 15.5° C (60° F)			

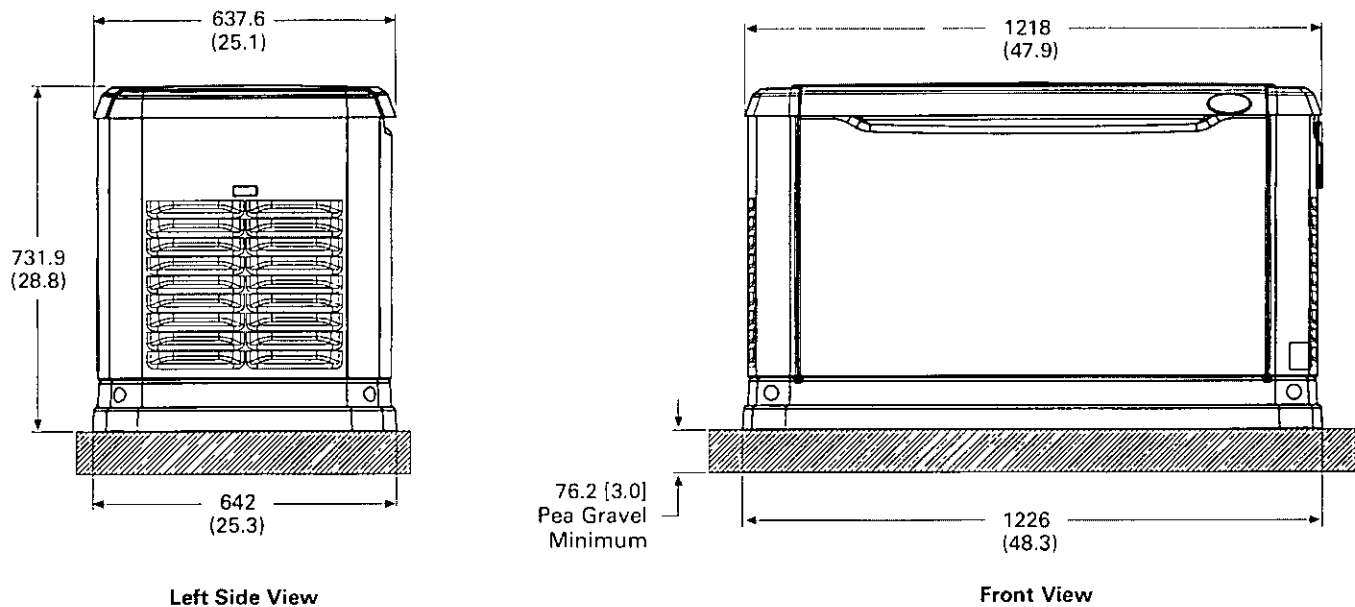


Figure 1. Air Cooled Generator 17kW

Design and specifications subject to change without notice
 Dimensions shown are approximate. Contact your Eaton
 Salesperson for certified drawings. Do not use these dimensions
 for installation purposes.

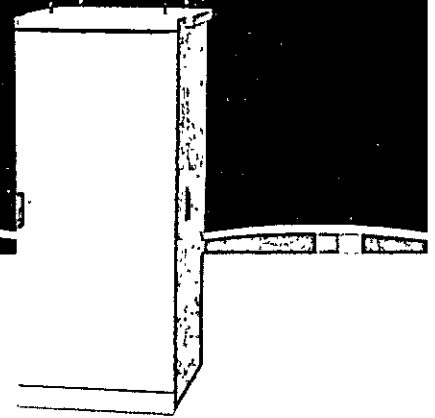
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 Printed in USA
 Publication No. TD00405003E
 August 2009



FlexSure® FLX36-3030

Power and Equipment Enclosure Solutions



Purcell Systems' Flexible EncloSure (FlexSure®) solution architecture allows the rapid creation and growth of virtually any outdoor cabinet configuration by leveraging pre-engineered common interchangeable components. The FlexSure® series is available in 12, 16, 20, 25, and 36 RU equipment bay options.

FlexSure® enclosures are UL 508 Listed, and certified by independent third-party Nationally Recognized Testing Laboratories to Telcordia GR-487. A wide range of thermal management system technologies and capacities ensures that the equipment you deploy in the cabinet will operate within its design parameters with the highest reliability and lowest Total Cost of Ownership. Options include battery backup, AC/DC power termination and distribution, cross connect and line protection, equipment and enclosure mounting features.

Applications

Provides a secure, thermally-controlled environment for any electronic equipment supporting a wide-range of Cable/MSO, Energy/Utility, Land Mobile Radio, Transportation, U.S. Government/Military, and Wireless and Wireline Telecommunication applications.

Product Features:

- Telcordia GR-487 certified, UL508 Listed
- Highly flexible and scalable
- Energy efficient advanced thermal solutions
- Field upgradeable
- AC and DC power options
- Pad, pole, wall, H-frame mounting options



The Purcell Advantage

Purcell Systems designs and manufactures thermally-managed outdoor enclosures that meet the exact needs of the enclosed equipment for network operators and utilities. Our enclosures provide comparable solutions to prefabricated buildings, containers and shelters at a fraction of the cost. Both standard and custom enclosures are delivered with the following capabilities.

Choice of Options: Pre-engineered and interchangeable modules provide optimal configurations with minimal cost and lead time.

Thermal Management: The industry's widest selection of heating and cooling systems ensures the most efficient thermal management solution with the lowest energy consumption.

Lowest Total Cost of Ownership: Engineering analysis and modeling ensures your enclosure configuration minimizes installation, maintenance, repair, capital, and operational expenses.

Equipment Integration and Staging: Electronic equipment can be staged and installed in our enclosures prior to final deployment and installation.

Fanatical Service®: A national service organization with 24/7/365 access means procurement, installation, support, and warranty requests are addressed immediately.

FlexSure® FLX36-3030

Dimensions and Expansion Options				Thermal Management Systems					
Exterior Dimensions		Rack Units	Side Chamber Options	Heat Exchanger			Air Conditioner		
No battery pedestal	30"W x 30"D x 74"H 762mm x 762mm x 1880mm	36RU	+10"W +16"W	39W/°C 741W	70W/°C 1330W	99W/°C 1881W	2K BTU/585W with 500W heater	4K BTU/1172W with 1500W heater	6K BTU/1758W with 1500W heater
14" battery pedestal	30"W x 30"D x 84"H 762mm x 762mm x 2134mm								
16" battery pedestal	30"W x 30"D x 86"H 762mm x 762mm x 2184mm								

Specifications		
EXTERIOR	Side Chamber	Other Options
Construction	- Side chambers: One or two, 10" or 16" depth 19" or 23" Equipment rails	- Convenience Outlets: 15 or 20A; GFCI or standard - Bonding and Grounding: Isolated or integrated, up to 10 positions - Alarm Blocks: Up to 20 positions (includes intrusion and thermal alarms) - Accessories: Document holder, service light, laptop tray
- Frame: 0.090" Corrosion resistant aluminum, dual wall construction - Finish: Ultra-light gray polyester powder coat - Weight (Base Configuration): 375 lbs	Mounting Options	
Door/Side/Top Panels	- Anchor plate kit for concrete pad mounting - Pole mount kit (up to 25 RU models) - Plinth: 4" Height, standard footprint - Corrosion inhibiting pad gasket	
- Doors: Front and rear doors, left or right open, front and rear hatches - Door Handles: Pad-lockable - Door Hinges: Hidden hinges - Side Panels: Removable for field expandability for extra bays and side chambers	INTERIOR	
Cable Entry	Equipment Mounting	OTHER
- Ingress/Egress: Knockouts on bottom/rear/side - Protection: Plastic/rubber glands	19" or 23" Equipment rails: Configurable locations front-to-back - Second set of 19" or 23" rails optional	Agency Compliance
Battery Pedestal	AC Power Termination and Distribution	- Telcordia GR-487 Issue 2 - UL Listed – UL508A - NEMA 3R
- Ventilated compartment 14" or 16" Height: Supports up to 190 Ahr -48 Volt batteries - Battery Heater Mat: Up to 280 Watts - Compatible with pad, pole, or wall mount	- Load Center Locations: Internal to side chamber, or internal to equipment bay 8-12 Position internal load centers - Up to 100 Amp main breaker - Surge Protection Device (SPD) - Generator Inlet: 30/60/100 Amp	Environmental
	DC Power Systems and Distribution	- IP Protection: IP 54 - Maximum earthquake risk Zone-4 (as per Telcordia GR-63)
		Warranty
		5 Years on enclosure, 1 year on thermal system



16125 East Euclid Avenue
Spokane, Washington 99216
509.755.0341
www.purcellsystems.com

FLX36-3030 2012-11-08
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Patents Pending. Due to continual product enhancements, specifications may change without notice



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5043

Date:

February 11, 2014

Department:

Public Works

Attachments:

[Res 5043](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5043.

Background Summary:

Resolution No. 5043 authorizes the Mayor to accept a Washington State Department of Ecology grant in the amount of \$999,400.00 to finance the design and construction of project CP1320, Maintenance and Operations Storm Drainage Improvement Project. The Maintenance and Operations (M&O) Storm Drainage Improvement project consists of the following improvements at the City's M&O facility located at 1305 C Street SW:

- 1 Abandon the existing onsite storm pond and construct new larger storm ponds onsite.
- 1 Reconfigure the existing onsite storm drainage system to route into the new storm ponds.
- 1 Install new bioretention cells to capture roof drainage from the M&O buildings.
- 1 Modify the existing decant facility bays for improved performance.
- 1 Expand the decant facility to create addition bays to allow more material to be decanted.
- 1 Possibly pave some of the driving areas that are currently gravel.

The federal grant requires a minimum 25% match from local funding sources, which will be contributed by the 430 (Water) fund, 431 (Sewer) fund, and 432 (Storm Drainage) fund to fund for this project.

Construction of this project is anticipated to start in Fall 2014 and be complete by late Spring 2015.

Reviewed by Council Committees:

Finance, Public Works Other: Legal

Councilmember:**Staff:**

Osborne

Snyder

Meeting Date: February 18, 2014

Item Number: RES.B

RESOLUTION NO. 5 0 4 3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO ACCEPT A WASHINGTON STATE DEPARTMENT OF ECOLOGY GRANT FOR THE MAINTENANCE AND OPERATIONS STORM DRAINAGE IMPROVEMENT PROJECT

WHEREAS, the City desires to better manage the storm drainage at the City's Maintenance and Operations facility located at 1305 C Street SW; and

WHEREAS, the property owner of adjacent parcel (701 15th St SW) located directly to the west of the City's Maintenance and Operation facility has notified the City that they are currently performing water quality monitoring to fulfill their National Pollution Discharge Elimination System (NPDES) Industrial Water Permit and that they have observed low quality water discharge from the City's Maintenance and Operations Facility onto their property and have asked the City to reroute stormwater discharge around their site, and

WHEREAS, the City desires to improve and expand the existing decant facility located at the City's Maintenance and Operations facility to allow for improved performance and a larger amount of material to be decanted; and

Resolution No. 5043
February 11, 2014
Page 1 of 4

WHEREAS, the City applied for and received a grant in the amount of \$999,400.00 from the Washington State Department of Ecology to finance the design and construction phases of the Maintenance and Operations Storm Drainage Improvement Project; and

WHEREAS, while the Department of Ecology grant requires a minimum 25% match from local funding sources, the City plans to exceed this minimum requirement and has \$1,179,641.00 available through the 430 (Water) fund, 431 (Sewer) fund and 432 (Storm Drainage) fund; and

WHEREAS, it is in the best interest of the City to leverage City Utility monies to obtain a grant in order to finance storm drainage and decant facility improvements at their Maintenance and Operations facility

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

Section 1. That the Mayor is hereby authorized to accept the Washington State Department of Ecology grant for \$999,400.00 for the Maintenance and Operation Storm Drainage Improvement project. In addition, the Mayor is hereby authorized to execute a Funding Agreement between the City and the Washington State Department of Ecology in substantial conformity with the agreement attached hereto, marked as Exhibit A and incorporated herein by this reference. Also, the Mayor is hereby authorized to execute

Resolution No. 5043
February 11, 2014
Page 2 of 4

any further necessary supplemental agreements for the Project, expending up to the total amount of the grant of \$999,400 00

Section 2. That the Mayor is authorized to implement such other administrative procedures as may be necessary to carry out the directives 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 _____, 2014

CITY OF AUBURN

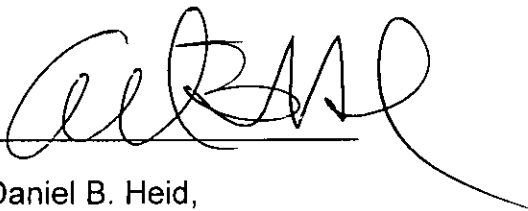
NANCY BACKUS

MAYOR

ATTEST

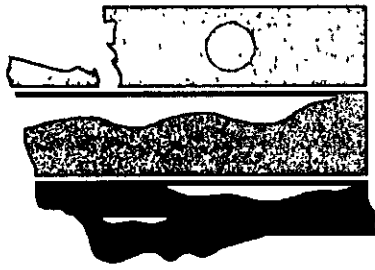
Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

Resolution No. 5043
February 11, 2014
Page 4 of 4



DEPARTMENT OF
ECOLOGY
State of Washington

**FY 2012 SUPPLEMENTAL STATEWIDE STORMWATER GRANT PROGRAM
FUNDING AGREEMENT**

**BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND**

CITY OF AUBURN

GRANT AGREEMENT NUMBER

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FY 2012 SUPPLEMENTAL STATEWIDE STORMWATER GRANT PROGRAM
Funding Agreement
Between
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF AUBURN

THIS is a binding agreement between the state of Washington Department of Ecology (DEPARTMENT) and the City of Auburn (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT, who will carry out the requirements described in this agreement.

PART I. GENERAL INFORMATION

Project Title:	Auburn Maintenance and Operations Facility
Grant Number:	
State Fiscal Year:	FY 2014
Total Project Cost:	\$1,899,400
Total Eligible Cost:	\$1,899,400
DEPARTMENT Share:	\$999,400
RECIPIENT Share:	\$900,000
DEPARTMENT Maximum Percentage:	75 %

RECIPIENT Information

RECIPIENT Name:	City of Auburn
Mailing Address:	25 W. Main Street Auburn, WA 98001
Fax Number:	253-931-3053
Federal Taxpayer ID Number:	91-6001228
PROJECT Manager:	Seth Wickstrom
Email Address:	swickstrom@auburnwa.gov
Phone Number:	253-804-5034
PROJECT Financial Officer:	Consuelo Rogel
Email Address:	CRogel@auburnwa.gov
Phone Number:	253-804-5023

DEPARTMENT Contact Information

Project Manager:

Melisa Snoeberger

Email Address:

Melisa.Snoeberger@ecy.wa.gov

Phone Number:

425-649-7047

Address:

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☐ **Headquarters**

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Olympia, WA 98504-7600
Fax (360) 407-6426

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360-407-6444

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☒ **Headquarters**
WA State Department of Ecology
P O. Box 47600
Olympia, WA 98504-7600
Fax (360) 407-6426

Financial Manager:	Jessica Schwing
Email Address:	<u>jessica.schwing@ecy.wa.gov</u>
Phone Number:	360-407-6216
Fax Number:	360-407-7151
Address:	WA State Department of Ecology Water Quality Program, FMS P.O. Box 47600 Olympia, WA 98504-7600

CHECK ALL THAT APPLY:

- FY 2012 Supplemental Statewide Stormwater Grant Funds (state funds): ☒ Yes
Amount: \$ 999,400 , Funded with Local Toxics Control Account – State
- Increased Oversight? ☐ Yes ☒ No

The effective date of this agreement is the **July 1, 2013**.

This agreement expires: **June 30, 2015**

Post Project Assessment date – three years after the expiration date of the agreement (see Post Project Assessment in Attachment I): June 30, 2018

PART II. PROJECT SUMMARY

This project will address water quality for the state of Washington. This project will improve and expand the City of Auburn's existing decant facility to help support regional stormwater infrastructure cleaning in Auburn, Algona and Pacific. More frequent cleanings will reduce stormwater pollution, and improve water quality in Mill Creek, Green River and White River. This project will also will treat stormwater generated from the City of Auburn's Maintenance and Operation facility by constructing stormwater facilities including low-impact design facilities such as cisterns and bio-retention areas.

[Remainder of this page left intentionally blank]

PART III. PROJECT BUDGET

Auburn Maintenance & Operations Facility Improvements		
TASKS/ELEMENTS	TOTAL PROJECT COST	**TOTAL ELIGIBLE COST (TEC)
1 - Project Administration/Management	\$20,000	\$20,000
2 - Design Plans and Specifications	\$250,000	\$250,000
3 - Construction Management	\$50,000	\$50,000
4 - Construction	\$1,579,400	\$1,579,400
5 - Change Orders	\$0	\$0
Total	\$1,899,400	\$1,899,400
** The DEPARTMENT's Fiscal Office will track to the Total Eligible Cost.		
MATCHING REQUIREMENTS		
DEPARTMENT Share: maximum 75% of TEC		\$ 999,400
RECIPIENT Share: minimum 25% of TEC Cash Other types of in-kind, such as volunteer work are not eligible		\$900,000

PART IV. PROJECT GOALS AND OUTCOMES

- A. Financial Assistance Water Quality Project Goals: The overall goals of this project are focused on the protection of Mill Creek, Green River and White River and include one or more of the following:
- ☒ Stormwater System Retrofit
 - ☒ Low Impact Development Best Management Practices (BMP)
 - ☒ Designated beneficial uses will be restored or protected, 303(d)-Listed water bodies restored to water quality standards, healthy waters prevented from being degraded.
- B. Water Quality and Environmental Outcomes: The following are the anticipated water quality and environmental improvements from the project.

1. Reduce pollutant loading to Mill Creek, Green River and White River by removing pollutants from the stormwater system by increasing the yearly volume of solid disposal from the decant facility from an average of 900 cubic yards to 1,260 cubic yards each year
 2. Reduce pollutant loading to Mill Creek by installing Low Impact Development (LID) features and infiltration facilities to treat runoff generated by the 6.2 acre City of Auburn Maintenance and Operation facility.
- C. Performance Items and Deliverables: The following are the anticipated action items that will play an integral role in implementation of the project.
1. Construct two additional decant bays to increase the capacity of the existing Decant Facility from 900 cubic yards (the 2012/2013 average) to 1,260 cubic yards.
 2. Install water quality treatment and flow control features to treat stormwater runoff generated by the Auburn Maintenance and Operation Facility.

PART V. SCOPE OF WORK

Task 1 - Project Administration/Management

- A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Required Performance:

1. Administer and manage the project and records.
2. Submit all required requests for reimbursement and corresponding backup documentation, progress reports, 2-page Project Outcomes Summary, recipient Final Report and performance items, in a timely manner.

Task 2 – Design Plans and Specifications

- A. The RECIPIENT will submit to the DEPARTMENT's Project Manager, a copy of the State Environmental Review Act (SEPA) Lead Agency's signed and dated SEPA determination.
- B. During the planning and design stage and prior to any ground disturbing activities, the RECIPIENT will submit to the DEPARTMENT's Project Manager one of the following:
 - a. If Cultural Resources Review (Executive Order 05-05) is complete, a copy of the letter of concurrence from the Department of Archaeology and Historic Preservation (DAHP) and correspondence from any tribes.
 - b. If Cultural Resources Review (Executive Order 05-05) is not complete, the RECIPIENT will submit a DAHP EZ-1 form to the DEPARTMENT's Project Manager to initiate review of project activities by DAHP and tribal governments.
- C. The RECIPIENT will submit two hard copies and one digital copy of the Pre-design report to the DEPARTMENT for review. At its discretion, the DEPARTMENT may request 60 percent complete design plans for review. Based on receipt of the Pre-design report or the 60 percent complete design plans, the DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans. The RECIPIENT agrees to respond to the DEPARTMENT's comments prior to project construction. The DEPARTMENT reserves the right to refuse payment for project elements that are inconsistent with the appropriate design criteria and grant requirements.
- D. Prior to advertising for contractor bids, the RECIPIENT will submit two hard copies and one digital copy of the final plans and specifications to the DEPARTMENT's Project Manager for review. The DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans. The DEPARTMENT's Project Manager will work with the DEPARTMENT's engineer to review the plans and specifications for consistency with the appropriate design criteria and grant requirements. The RECIPIENT must justify significant deviations from the following:
 - 1. The appropriate guidance manual below depends on the region that your project is conducted:
Stormwater Management Manual for Western Washington (SWMMWW), or the <http://www.ecy.wa.gov/programs/wq/stormwater/tech.html>, or the **Low Impact Development Technical Guidance Manual for Puget Sound** found at: http://www.psp.wa.gov/downloads/LID/LID_manual2005.pdf, or equivalent design manuals.
 - 2. Equivalent manual as developed by the local jurisdiction and approved by the DEPARTMENT
 - 3. Good engineering practices and generally recognized engineering standards.
 - 4. The project pre-design report.
- E. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal to the DEPARTMENT.

- F The RECIPIENT will prepare and submit a projected construction schedule to the DEPARTMENT.
- G. The RECIPIENT will submit to the DEPARTMENT a current, updated construction cost estimate and updated project schedule, along with each plans and specifications submittal.
- H. The RECIPIENT will submit all pre-design figures and construction plans to the DEPARTMENT, reduced to 11" x 17" in size. The RECIPIENT may bind them with the specifications or related construction contract documents or bound as a separate document. All reduced drawings must be legible.

Required Performance:

- 1 Submit a copy of the signed and dated SEPA determination to the DEPARTMENT.
- 2. Submit a copy of either: 1) Letter of Concurrence from DAHP; or, 2) the DAHP EZ-1 form, for DEPARTMENT coordination on compliance with Executive Order 05-05.
- 3. Submit a Pre-design report to the DEPARTMENT.
- 4. Submit final plans and specifications to the DEPARTMENT, which includes the DEPARTMENT's Bid Specification Clauses inserts found at:
<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/Eng/GrantLoanMgmtEngRes.html>

Task 3 – Construction Management

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed construction quality assurance plan to the DEPARTMENT before the start of construction. This plan must describe how adequate and competent construction oversight will be performed.
- C. The RECIPIENT will submit a construction schedule to the DEPARTMENT within 30 days of the start of construction. The construction schedule will be revised and/or updated whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the construction schedule to the DEPARTMENT with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, revised cash flow projections must also be submitted to the DEPARTMENT.

- D. Prior to execution, the RECIPIENT will submit eligible change orders that are a significant deviation from the DEPARTMENT reviewed plans and specifications in writing for DEPARTMENT review and approval for payment. All other change orders must be approved by the DEPARTMENT for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to the DEPARTMENT for approval.
- E. The RECIPIENT will maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance plan for the stormwater treatment and low impact development (LID) features. The operation and maintenance plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The operation and maintenance plan must also address long term activities to assure ongoing pollutant removal and flow-control capability of the project. (See the *Stormwater Management Manual for Western Washington Volume 5, Section 4 6.*)
- F. Upon completion of construction, the RECIPIENT will provide to the DEPARTMENT's Project Manager a Stormwater Construction Completion Form signed by a professional engineer, indicating that the project was completed in accordance with the plans and specifications and major change orders approved by the DEPARTMENT's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion form can be found at:

<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/Eng/GrantLoanMgmtEngRes.html>

Required Performance:

- 1. Submit the project construction quality assurance plan to the DEPARTMENT.
- 2. Submit the construction schedule to the DEPARTMENT
- 3. Submit an Operations and Maintenance plan to the DEPARTMENT.
- 4. Submit the signed and dated Stormwater Construction Completion Form to the DEPARTMENT.

Task 4 – Construction

- A. The RECIPIENT will, in accordance with the DEPARTMENT reviewed plans and specifications, construct decant facilities, stormwater treatment at the Auburn Maintenance and Operations Facility.
- B. The RECIPIENT will submit to the DEPARTMENT's Project Manager a copy of the construction contract within 30 days of execution.

Required Performance:

- 1. Submit a copy of the bid documents (e.g. bid announcement, bid award, bid tabulations) to the DEPARTMENT.
- 2. Submit a copy of the construction contract to the DEPARTMENT
- 3. Construct decant and stormwater treatment facilities.

Task 5 – Change Orders

- A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the PROJECT.
- B. The RECIPIENT will submit the change orders to the DEPARTMENT for approval.

Required Performance:

- 1. Submittal of all change orders. Changes to the construction contract must be approved prior to reimbursement for work performed under this task.

PART VI. SPECIAL TERMS AND CONDITIONS

- A. Adjusted Construction Budget. The construction budget, as reflected in the agreement, will be adjusted once actual construction bids are received.

If the low responsive responsible construction bid(s) exceed the engineer's estimate of construction costs, the DEPARTMENT may approve, if funding is available and through formal amendment to this agreement, funding increases for up to ten percent of the engineer's original estimate.

If the low responsive responsible construction bid(s) come in lower than the engineer's estimate of construction costs, the DEPARTMENT may reduce the grant amount.

- B. Change Orders. If funding is available, the DEPARTMENT may approve, through formal amendment to this agreement, funding for change orders for up to five percent of the eligible portion of the low responsive responsible construction bid(s).
- C. Documents for Review. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for DEPARTMENT review.
- D. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project within four months of the signatory date, the DEPARTMENT reserves the right to terminate this agreement.
- E. Use of Force Account. In the event the RECIPIENT elects to use its own forces to accomplish eligible project work, the RECIPIENT acknowledges that it has the legal authority to perform the work and adequate and technically qualified staff to perform the work without compromising other government functions. The RECIPIENT must track and report the force account work submitted to the DEPARTMENT for reimbursement.

PART VII. ALL WRITINGS CONTAINED HEREIN

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This agreement.
- Attachment I: General Project Management Requirements.
- Attachment II. General Terms and Conditions.
- The effective edition, at the signing of this agreement, of the DEPARTMENT's "Administrative Requirements for Recipients of Ecology Grants and Loans" (Yellow Book).
- The associated funding guidelines that correspond to the fiscal year in which the project is funded.
- The applicable statutes and regulations.

No subsequent modifications or amendments of this agreement will be of any force or effect unless signed by authorized representatives of the RECIPIENT and the DEPARTMENT and made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

The RECIPIENT acknowledges that they have had the opportunity to thoroughly review the terms of this agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, and guidelines mentioned in this agreement.

IN WITNESS WHEREOF, the parties hereby sign this agreement:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF AUBURN

DONALD A. SEEBERGER DATE
WATER QUALITY
ACTING PROGRAM MANAGER

NANCY BACKUS DATE
MAYOR 

Approved As To Form:
Office of the Attorney General

**ATTACHMENT I: General Project Management Requirements
for the FY 2012 Supplemental Statewide Stormwater Grant Program
Funding Agreement**

A. ARCHEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT must comply with all requirements listed in Executive Order 05-05 prior to implementing any project that involves soil disturbing activity

RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to the DEPARTMENT's project manager prior to any soil disturbing activities. The DEPARTMENT will contact the Department of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to meet Executive Order 05-05 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this agreement.

Any soil disturbing activities that occur prior to the completion of the Executive Order 05-05 process will not be eligible for reimbursement. Activities associated with cultural resources review are grant eligible and reimbursable.

The Department of Archaeology and Historic Preservation has provided guidance that can be accessed online at:

<http://www.dahp.wa.gov/pages/Documents/EnvironmentalReview.htm> and
http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/eo0505Guidance_000.pdf.

B. EDUCATION AND OUTREACH

RECIPIENT must do a regional search for existing materials before producing any new educational flyers or pamphlets. The RECIPIENT must request the use of those materials before time and resources are invested to duplicate materials that are already available.

RECIPIENT must also check the Washington Waters website
http://www.ecy.wa.gov/washington_waters/index.html for useful educational materials. These materials are available for public use and can be downloaded directly from the website.

RECIPIENT must provide the DEPARTMENT up to two copies and an electronic copy on a CD-ROM of any tangible educational products developed under this grant, such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, and media announcements or gadgets, such as a refrigerator magnet with a message. If this is not practical, the RECIPIENT must provide a complete description including drawings, photographs, or printouts of the product.

RECIPIENT must also supply the DEPARTMENT with the names and contact information of local project leads.

If there are a significant number of people in the community that speak languages other than English, then the RECIPIENT must produce all public outreach materials, pamphlets, fliers, meeting notices, reports, and other educational materials in English and in the other prevalent language.

C. EQUIPMENT PURCHASE

RECIPIENT must get written, prior approval from the DEPARTMENT for any equipment purchase.

D. FUNDING RECOGNITION

RECIPIENT must inform the public about DEPARTMENT funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from the DEPARTMENT upon request.

E. INCREASED OVERSIGHT

If this project is selected for increased oversight, the RECIPIENT must submit all backup documentation with each payment request submittal. In addition, the DEPARTMENT's Project Manager must establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

F. INDIRECT RATE

To acknowledge overhead costs, the RECIPIENT may charge an indirect rate of up to 25 percent based on employees' direct salary and benefit costs incurred while conducting project-related work. The DEPARTMENT's Financial Manager may require a list of items included in the indirect rate at any time.

G. MINORITY AND WOMEN'S BUSINESS PARTICIPATION

RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

- a) Include qualified minority and women's businesses on solicitation lists.
- b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.

- c) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e) Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

RECIPIENT must report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. Please include the following information:

- a) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
- b) The total dollar amount paid to qualified firms under this invoice.

H. PAYMENT REQUEST SUBMITTALS

Payment Request Submittals. The DEPARTMENT's Project/Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Payment Schedule. Payments will be made on a cost-reimbursable basis.

Frequency. The RECIPIENT must submit payment requests at least quarterly but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager.

Supporting Documentation. The RECIPIENT must submit all payment request vouchers and supportive documentation to the DEPARTMENT's Financial Manager. Payment request voucher submittals are based on match requirements found in the budget.

Reporting Eligible Costs. The RECIPIENT must report all eligible costs incurred on the project, regardless of the source of funding for those costs. This includes costs used as match. All eligible and ineligible project costs must be separate and identifiable.

Copies of all applicable forms must be included with an original A19-1A, and must be submitted to the DEPARTMENT. Blank forms are found in Administrative Requirements for Recipients of Ecology Grants and Loans at <http://www.ecv.wa.gov/biblio/9118.html>.

Required Forms:	Where Eligible Costs Have Incurred:
Form A19-1A (original signature)	Form E (ECY 060-12)
Form B2 (ECY 060-7)	Form F (ECY 060-13)
Form C2 (ECY 060-9)	Form G (ECY 060-14)
Form D (ECY 060-11)	Form H (F-21)
	Form I (ECY 060-15)

I. POST PROJECT ASSESSMENT

RECIPIENT agrees to submit a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project three years after project completion.

DEPARTMENT's Water Quality Program Performance Measures Lead will contact the RECIPIENT before the Post Project Assessment date to request this data.

DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the Project, as part of this assessment.

J. PROCUREMENT

RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for billing purposes. If professional services are contracted, the RECIPIENT will submit a copy of the final contract to the DEPARTMENT's Project/Financial Manager.

K. PROGRESS REPORTS

RECIPIENT must submit quarterly progress reports to the DEPARTMENT's Financial Manager and Project Manager. Payment requests will not be processed without a progress report.

Report Content. At a minimum, all progress reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement. The RECIPIENT must also attach all landowner agreements signed during the respective quarter to each progress report.

Reporting Periods. Quarterly progress reports are due 15 days following the end of the quarter:

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

L. REQUIRED DOCUMENT SUBMITTALS

RECIPIENT must submit the following documents to the DEPARTMENT as requested by the DEPARTMENT's Project Manager or Financial Manager:

- Draft project completion report – 1 copy.
- Electronic copy of final project completion report – 1 copy
- Final project completion report – 1 copy

- Educational products developed under this agreement – up to 2 copies.
- Documents that require DEPARTMENT Approval – 2 copies (one for the DEPARTMENT and one for the RECIPIENT).
- Interlocal agreements – 1 copy for the DEPARTMENT's Project/Financial Manager.
- Professional services procurement agreements – 1 copy to the DEPARTMENT's Project/Financial Manager.

M. SPECIAL CONDITION FOR SNOHOMISH COUNTY AND KING COUNTY

For either Snohomish County or King County: When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein will be contingent upon appropriation of funds by the RECIPIENT's governing body; provided that nothing contained herein will preclude the DEPARTMENT from demanding repayment of funds paid to the RECIPIENT in accordance with Section O of the appended General Terms and Conditions.

N. WATER QUALITY MONITORING

Quality Assurance Project Plan (QAPP). Prior to initiating water quality monitoring activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP). The QAPP must follow Ecology's *Guidelines and Specifications for Preparing Quality Assurance Project Plans for Environmental Studies*, February 2001 (Ecology Publication No. 01-03-003). The applicant may also reference the *Technical Guidance for Assessing the Quality of Aquatic Environments*, revised February 1994 (Ecology Publication No. 91-78) or more current revision, in developing the QAPP.

RECIPIENT must submit the QAPP to the DEPARTMENT's project manager for review, comment, and must be approved before starting the environmental monitoring activities.

RECIPIENT must use an environmental laboratory accredited by the DEPARTMENT to analyze water samples for all parameters to be analyzed that require bench testing. Information on currently accredited laboratories and the accreditation process is provided on the Department of Ecology's Environmental Assessment Program's website, available at:

<http://www.ecy.wa.gov/programs/eap/labs/search.html>

RECIPIENT should manage all monitoring data collected or acquired under this agreement in order to be available to secondary users and meet the "ten-year rule." The ten-year rule means that data documentation is sufficient to allow an individual not directly familiar with the specific monitoring effort to understand the purpose of the data set, methods used, results obtained, and quality assurance measures taken ten years after data are collected.

Monitoring Data Submittal / Environmental Information Management System. Funding recipients that collect water quality monitoring data must submit all data to the

DEPARTMENT through the Environmental Information Management System (EIM). Data must be submitted by following instructions on the EIM website, currently available at:

<http://www.ecy.wa.gov/eim>

The data submittal portion of the EIM website provides information and help on formats and requirements for submitting tabular data. Specific questions about data submittal can be directed to the EIM Data Coordinator, currently available at:

eim_data_coordinator@ecy.wa.gov

If GIS data is collected, the DEPARTMENT's data standards are encouraged. An Ecology Focus Sheet entitled *GIS Data and Ecology Grants* (Publication No 98-1812-SEA) outlines the standards. Common standards must be used for infrastructure details, such as geographic names, Geographic Information System (GIS) coverage, list of methods, and reference tables.

ATTACHMENT II: General Terms And Conditions
Pertaining To Grant And Loan Agreements Of The Department Of Ecology

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
- 3 Wages And Job Safety The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for RECIPIENTS of Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. **Period of Compensation.** Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. **Final Request(s) for Payment.** The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. **Performance Guarantee.** The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5 herein.
5. **Unauthorized Expenditures.** All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. **Mileage and Per Diem.** If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. **Overhead Costs.** No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. **For Cause.** The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. **Insufficient Funds.** The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude

the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

- 3 Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT, present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior

written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision

which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

- 1 The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

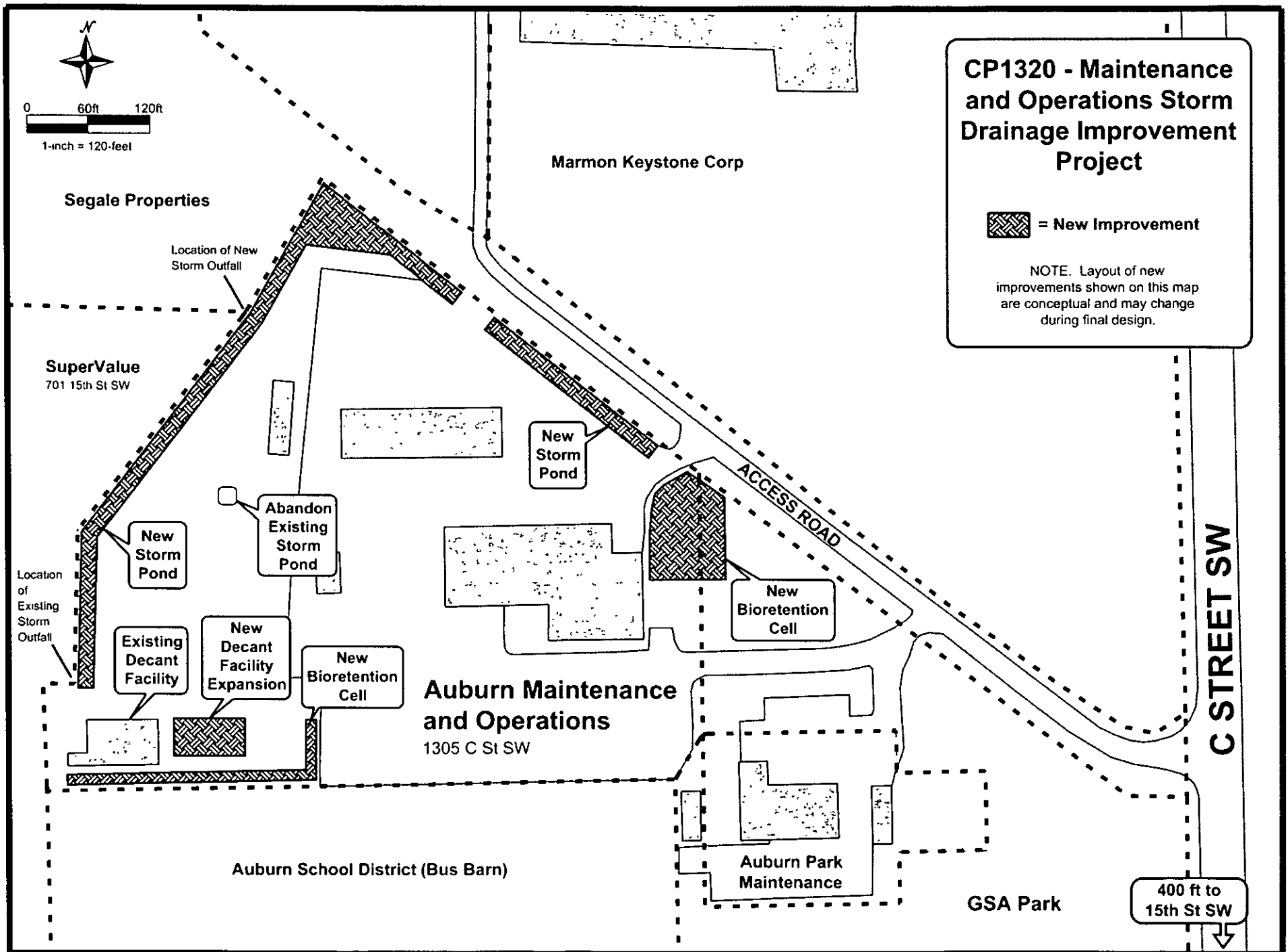
V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

W. SUSPENSION

The obligation of DEPARTMENT to make payments is contingent on the availability of funds. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, DEPARTMENT may elect to renegotiate the agreement subject to new funding limitations and conditions or terminate the agreement, in whole or part. DEPARTMENT may also elect to suspend performance of the agreement until such time as DEPARTMENT determines that the funding insufficiency is resolved in lieu of terminating the agreement. DEPARTMENT will provide written notice to RECIPIENT if funding is not available.

SS-010 Rev. 04/04





AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5044

Date:

February 10, 2014

Department:

Administration

Attachments:

[Res 5044](#)

[Res 5044 attachments](#)

Budget Impact:

\$0

Administrative Recommendation:

Approve Resolution No. 5044

Background Summary:

In connection with the transit services provided by Pierce Transit and the Pierce County Public Transportation Benefit Corporation it is appropriate for the City Council to express its position of support for candidates nominated to serve the City of Auburn on the Pierce County Board of Commissioners. The current ballot is for an unexpired term expiring April 30, 2015. This commissioner position would represent, in addition to the City of Auburn (that portion of Auburn served by Peirce Transit - located within Pierce County, Washington) and the cities and towns of Pacific, Ruston, Steilacoom, Gig Harbor and Fircrest. The recommendation of the Mayor was for endorsement of the candidacy of Steilacoom Councilmember Nancy Henderson. A copy of the official ballot is appended hereto.

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

Meeting Date: February 18, 2014

Item Number: RES.C

RESOLUTION NO. 5 0 4 4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, SELECTING A NOMINEE TO SERVE AS A MEMBER OF THE BOARD OF COMMISSIONERS FOR PIERCE TRANSIT

WHEREAS, the Pierce Transit, a transit services provider serving areas of Pierce County, created following a 1979 tax levy vote includes in its organizational parameters a board of commissioners who are selected from nominees by municipalities served by Pierce Transit; and

WHEREAS, in connection therewith, the Auburn City Council received an official ballot with the names of candidates to represent the Pierce Transit to fill an unexpired term expiring April 30, 2015, representing the cities and towns of Auburn, Pacific, Ruston, Steilacoom, Gig Harbor and Fircrest; and

WHEREAS, in conformity with the requirements for submitting the ballots from the various cities and towns, the City Council desires to express its position in support of candidate Nancy Henderson from Steilacoom.

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

Section 1. That the Mayor is hereby authorized to forward to Pierce Transit the official ballot of the City Council of the City of Auburn casting its vote for Nancy Henderson, Steilacoom City Council Member

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 submittal to Pierce Transit's Clerk of the Board the official ballot from the City of Auburn in connection herewith.

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

Dated and Signed this _____ day of _____, 2014

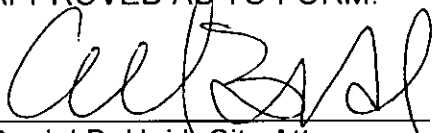
CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM.



Daniel B. Heid, City Attorney

February 5, 2014

Ms. Dani Daskum
City of Auburn
25 W. Main Street
Auburn, WA 98001

Dear Dani,

Recently, you were sent a letter from Pierce Transit requesting your Council's nomination of a representative to fill an unexpired term/position on the Pierce Transit Board of Commissioners that represents the six cities and towns of Auburn, Gig Harbor, Fircrest, Pacific, Ruston and Steilacoom.

Nomination(s) received as of the February 3, 2014, deadline were:

Nancy Henderson, Town of Steilacoom

At your next council meeting, please formally consider the nominee provided above and related bio. A certified copy of the council resolution or motion must accompany the enclosed ballot. Please forward the ballot and appropriate verification to me on or before February 28, 2014.

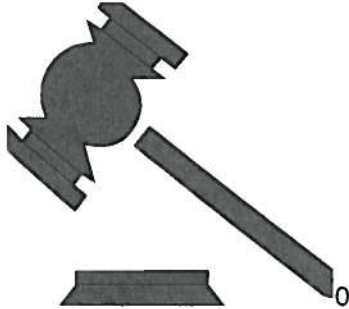
If you have any questions, please call me at 581-8006.

Sincerely,



Deanne Jacobson
Clerk of the Board

cc: Pierce Transit Board of Commissioners
Lynne Griffith, Chief Executive Officer



OFFICIAL BALLOT

Candidate: Nancy Henderson, Steilacoom

The city/town of _____ wishes to cast its vote for Councilmember/Mayor _____ of the City of _____ to fill an unexpired term on the Board of Commissioners for Pierce Transit representing the Cities and Towns of Auburn, Pacific, Ruston, Steilacoom, Gig Harbor, and Fircrest. The term will expire April 30, 2015.

Date: _____

By: _____
Title: _____

This form must be accompanied by a certified copy of the council resolution or motion. Ballots must be received by Pierce Transit's Clerk of the Board by **5 p.m., February 28, 2014.**

Nancy E. Henderson

Political Experience

Councilmember, Town of Steilacoom, Jan 2012 to present

Education:

PhD in Rehabilitation, Texas Woman's University; Master of Physical Therapy, US Army-Baylor University; Bachelor of Science, Washington State University; graduate, US Army War College

Community Service:

Town of Steilacoom Parks and Trails Advisory Task Force since 2008; Steilacoom Kiwanis; Steilacoom Historical Museum Association; Chair, South Sound Chapter, Greater Puget Sound AFS Intercultural Programs; Volunteer, Steilacoom Historical School District #1. 15 year Steilacoom resident.

Employment:

Served in the Army for 30+ years. Continue working intermittently as physical therapist.

I have a strong interest in public transportation and have attended a number of the Pierce Transit Board meetings over the past 2 years. If selected to represent Auburn, Gig Harbor, Fircrest, Pacific, Ruston, and Steilacoom on the Pierce Transit Board of Commissioners, I will advocate for optimal public transportation for the communities I will represent in consultation with leaders of those jurisdictions. I intend to study issues carefully, be attentive to citizen input, and work collaboratively to promote public transportation in our communities.