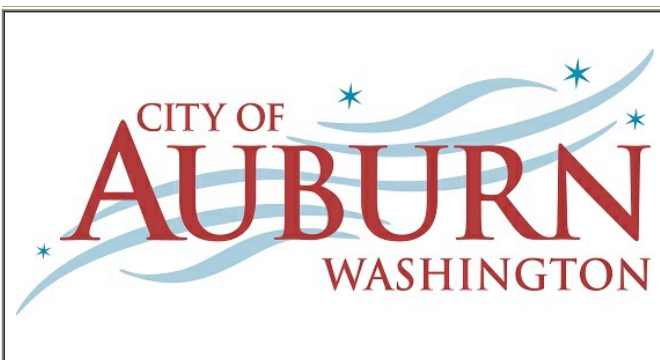


	City Council Study Session PWCD SFA February 10, 2020 - 5:30 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

- A. Roll Call

II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

- A. City Organizational Overview - Parks, Arts & Recreation (Faber)(30 Minutes)
- B. BERK Presentation (Thomas)(60 Minutes)
- C. New South King County Base Site Selection for King County Metro (Gaub)(20 Minutes)
- D. Ordinance No. 6756 (Comeau)(20 Minutes)
An Ordinance adding chapter 9.14.050 to the City Code related to the assault of a Police Officer
- E. Ordinance No. 6760 (Thomas)(10 Minutes)
An Ordinance establishing the Local Sales and Use Tax rate for Local Revitalization Financing for 2020
- F. Resolution No. 5498 (Thomas)(10 Minutes)
A Resolution authorizing the transfer of funds for the purpose of making loans from the General Fund and/or the Cumulative Reserve Fund to funds sustained by grants, fees, or tax credits between February 2020 and February 2023

IV. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

- A. Ordinance No. 6735 (Gaub)(5 Minutes)
Discussion of draft Ordinance No. 6735 granting a franchise for water facilities to the City of Tacoma
- B. Right-of-Way Vacation No. V1-19 (Gaub)(5 Minutes)
City Council discuss Right-of-Way Vacation No. V1-19
- C. Modification to the 2020-2025 TIP (Gaub)(5 Minutes)

V. OTHER DISCUSSION ITEMS

VI. NEW BUSINESS

VII. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

City Organizational Overview - Parks, Arts & Recreation (Faber) (30 Minutes)

Date:

February 4, 2020

Department:

Parks/Art and Recreation

Attachments:

[PAR Overview](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

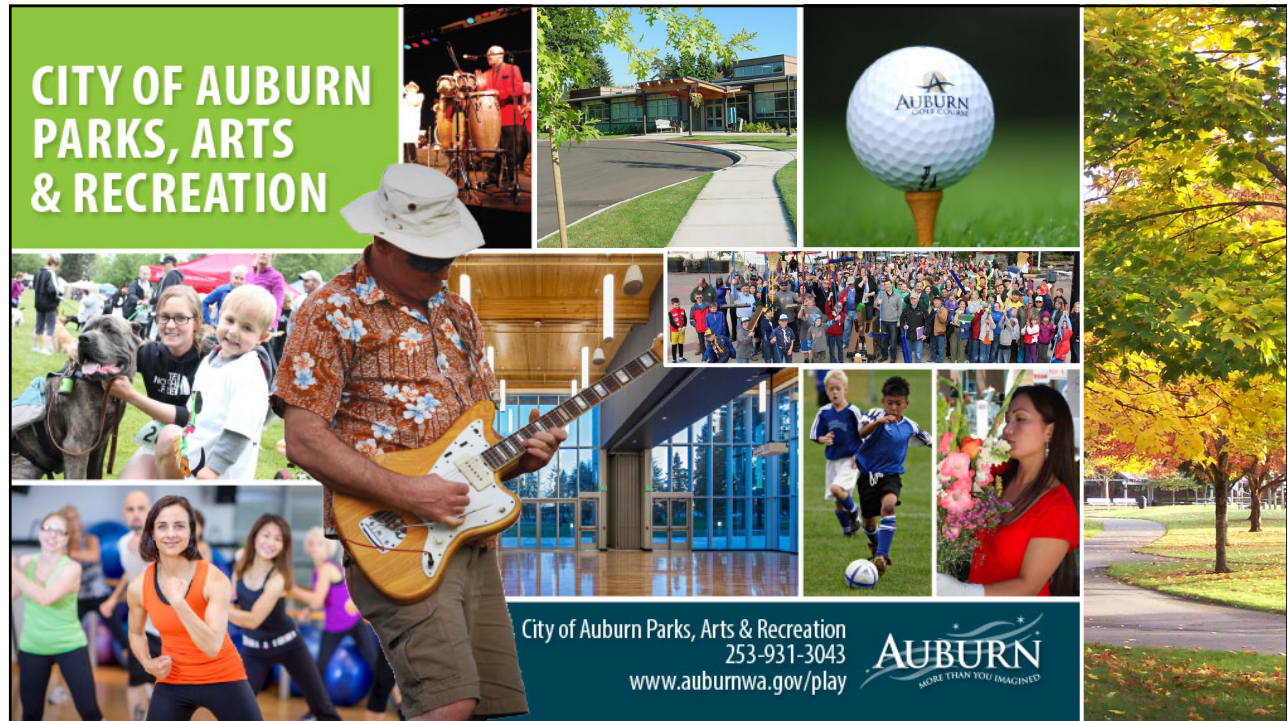
The Parks, Arts & Recreation Department will provide a brief overview of the various programs and divisions within the department.

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

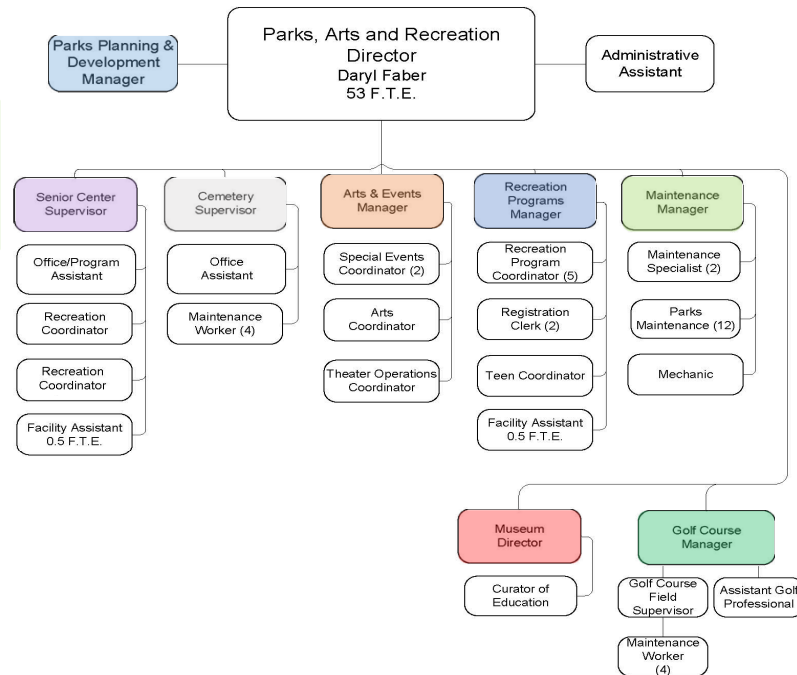
Faber

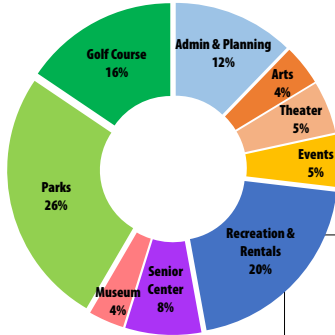
Meeting Date: February 10, 2020

Item Number:



City of Auburn Parks, Arts & Recreation – Organizational Structure





City of Auburn Parks, Arts & Recreation General Fund Expenditures | 2019 Actual

	Admin & Planning	Arts	Theater	Events	Recreation & Rentals	Senior Center	Museum	Parks	Golf Course
Expenditure Total	\$1,537,364	\$512,714	\$666,370	\$662,378	\$2,546,286	\$965,922	\$451,373	\$3,272,941	\$1,955,462
Salary & Benefits	\$467,624	\$182,229	\$181,439	\$289,988	\$1,824,189	\$546,064	\$275,784	\$1,814,375	\$1,046,072
Interfund	\$802,800	\$78,800	\$187,800	\$140,200	\$351,400	\$253,500	\$149,600	\$412,300	\$379,500
31-.64 Line Items	\$266,940	\$251,685	\$215,339	\$232,199	\$370,697	\$158,589	\$25,988	\$1,046,267	\$529,890
Senior Hub (Grant)						\$7,770			
Capital Lease/Interest			\$81,792						
Revenue Total		\$63,464	\$219,160	\$242,618	\$1,184,271	\$174,479		\$74,000	\$1,711,812

THE POWER OF PARKS

PARKS HAVE COMMUNITY POWER

Parks strengthen community ties and *bring diverse populations together.*

Parks have the power to strengthen communities, transform lives, and protect the future.

Parks are the most powerful aspect of every community.

PARKS HAVE HEALTH POWER

Increased access to places for physical activity leads to a **25% increase** in people exercising 3 or more days a week.

PARKS HAVE ENVIRONMENTAL POWER

1 ACRE OF TREES absorbs the carbon dioxide produced by **DRIVING A CAR 11,000 MILES.**

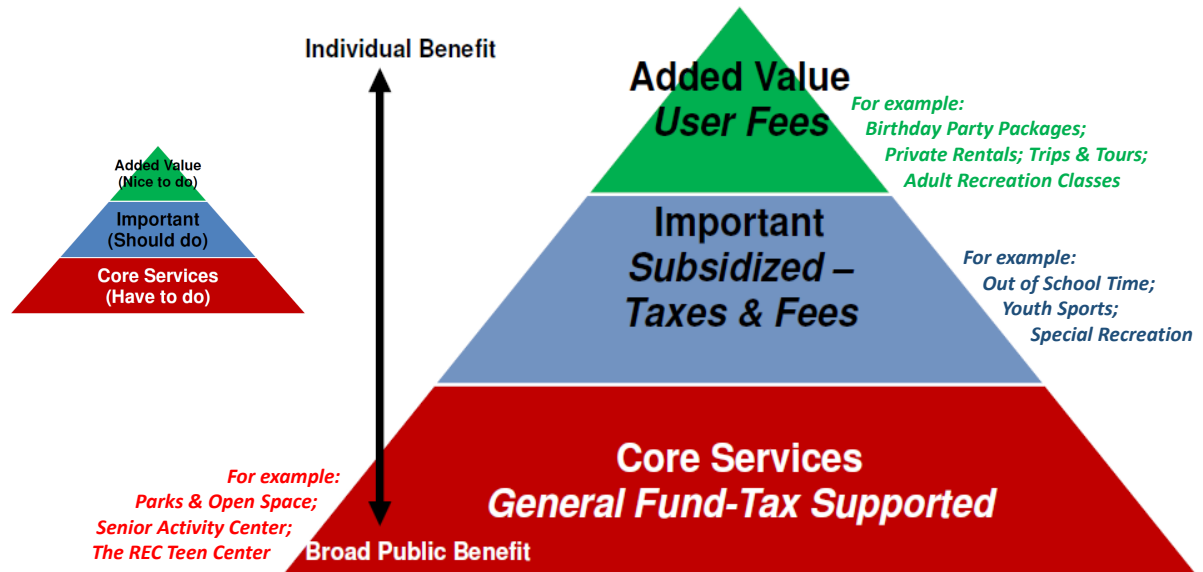
PARKS HAVE SAFETY POWER

In Macon, GA, a revitalized park that included new programming and beautification efforts **reduced incidents of crime and violence by 50%.**

Sources: Centers for Disease Control, Environmental Protection Agency, American Planning Association

National Recreation and Park Association

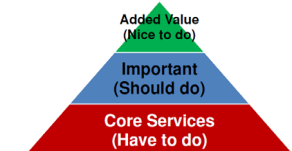
Services | Funding Structure



Core Services | Essential

Core services are those programs, services and facilities the City must provide and are essential in order to capably govern the municipality.

The failure to provide a core service at an adequate level would result in a significant negative consequence relative to the City's health & safety and economic & community vitality.



Criteria for Core Services

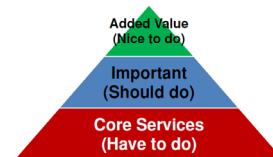
1. The City is mandated by law, by the Charter or is contractually obligated by agreement to provide the service.
2. The service is essential to protecting and supporting public's health & safety.
3. The service protects and maintains valuable City's assets and infrastructure.
4. The City's residents, businesses customers and partners would generally and reasonably expect and support the City in providing the service.
5. Service is one that cannot or should not be provided by the private sector, and provides a sound investment of public funds.

Important Services | Tax and Fee Supported



Important services are those programs, services and facilities the City should provide, and are important to governing the municipality and effectively serving our residents, businesses, customers and partners.

Providing important services expands or enhances our ability to provide and sustain our City's core services, health & safety, and economic & community vitality.



Criteria for Important Services

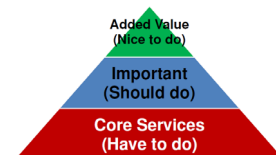
1. Service provides, expands, enhances, or supports core services.
2. Services are broadly supported and utilized by the community.
3. Services are considered an appropriate, important, and valuable public good.
4. Public support may be conditional upon the manner by which the service is paid for or funded.
5. Service generates income or revenue that offsets some or all of its operating cost and/or is deemed to provide an economic, social or environmental outcome or result within the community.

Added Value User Fees



Added value services are discretionary programs, services and facilities that the City may provide when additional funding or revenue exists to offset the cost of providing those services.

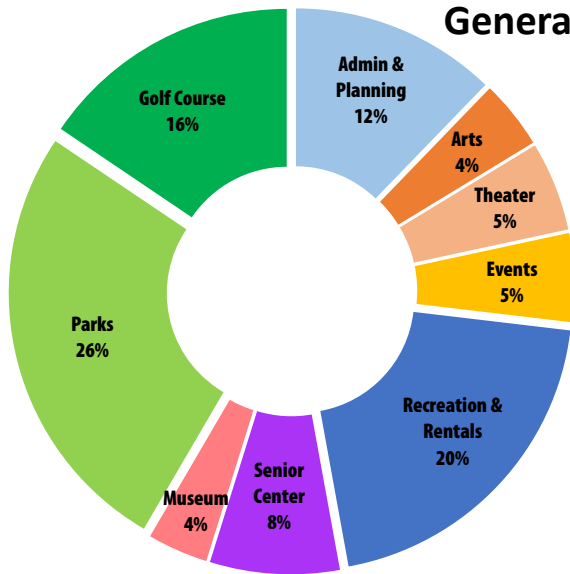
Added value services provide added value to our residents, businesses, customers and partners above and beyond what is required or expected of a municipality.



Criteria for Added Value Services

1. Service expands, enhances or supports Core and Important Services and the quality of life of the community.
2. Services are supported and well utilized by the community, and provide an appropriate & valuable public benefit.
3. Service generates income or funding from sponsorships, grants, user fees or other sources that offsets some or all of its cost and/or provides a meaningful economic, social or environmental benefit to the community.

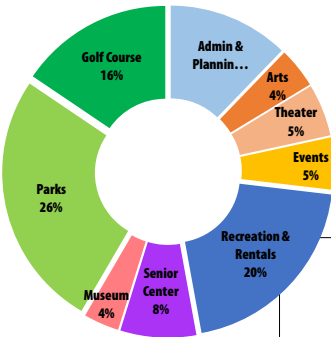
City of Auburn Parks, Arts & Recreation General Fund Expenditures | 2019 Actual



	2019 Expenditures
Admin. & Planning	\$1,537,364
Arts	\$512,714
Theater	\$666,370
Events	\$662,378
Recreation & Rentals	\$2,546,286
Senior Center	\$965,922
Museum & Farm	\$451,373
Parks	\$3,272,941
Golf Course	\$1,955,462

Total 2019 Expenditures.....\$12,570,809
Total 2019 Revenue.....\$3,669,804

City of Auburn Parks, Arts & Recreation General Fund Expenditures | 2019 Actual



	Admin & Planning	Arts	Theater	Events	Recreation & Rentals	Senior Center	Museum	Parks	Golf Course
Expenditure Total	\$1,537,364	\$512,714	\$666,370	\$662,378	\$2,546,286	\$965,922	\$451,373	\$3,272,941	\$1,955,462
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Revenue Total		\$63,464	\$219,160	\$242,618	\$1,184,271	\$174,479		\$74,000	\$1,711,812



Administration

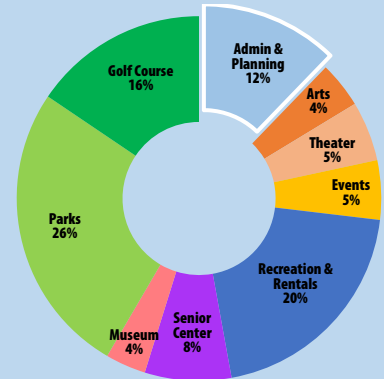
- Committed to protecting the City of Auburn's natural beauty through a vibrant system of parks, open space and trails while enhancing the quality of life for our citizens by providing outstanding recreational and cultural opportunities.
- One Director and one Administrative Staff
- Management and oversight of 47 FTE's (General Fund), 6 advisory boards, and community partnerships related to parks and recreation
- Management/Operations of Mountain View Cemetery & 6 Cemetery FTE's (*Enterprise Fund*)

Park Planning

- One FTE
- Short and Long-range planning for the department as well as the project management for small capital improvements.

Administration & Park Planning

3 Full Time Employees



Arts

- Public Art; Visual Art; Literary Art; Arts Education; & Community Art
- Performing Arts at Auburn Performing Arts Ctr.

Theater

- Tribute, Comedy, Music & More
- Auburn Community Players; Teen Players; Junior Players
- Rentals

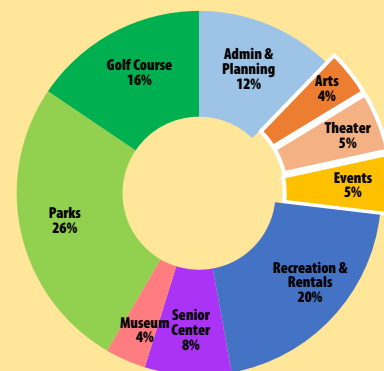
Events

- Major Special Events
Petpalooza; KidsDay; 4th of July; AuburnFest; Veterans Parade & Santa Parade
- Auburn Int'l Farmers Market
- Free smaller-scale summer events: Kids SummerStage; Summer Sounds/Cinema; Soundbites; Cruise-In's



Arts, Theater & Events Staffing Levels

5 Full Time Employees



ARTS & CULTURE CENTER | AUBURN ALLEYWAY PROJECT | AUBURN AVENUE THEATER



Arts & Culture Center

Goal: Transforming the downtown 1937 historic post office into a vibrant Arts & Culture Center

Construction Estimate: \$3 million

First Floor Remodel (Phase 1):

Secured Grants: \$898,000
Parks Capital Funds: \$500,000

Basement: (Phase 2)

Pending to raise: \$1,602,000

Auburn Arts Alleyway

Transforming the alleyway between the Ave and the Arts & Culture Center into a space for downtown activities

City Funding: \$100,000
4Culture Funding: \$30,000



Auburn Ave Theater

City Council approved purchase in October 2019

Sale of Theater Closed on January 31, 2020

Recreation Programs

- Youth & Adult Sports
- Recreation Programming:
 - Preschool
 - Youth
 - Teens
 - Adults
 - Specialized Recreation
 - Camps

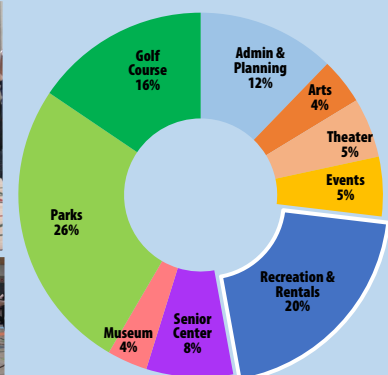
Facility Rentals

- Auburn Community & Event Center
- The REC Teen Center
- Gymnasium at Les Gove Park
- Other rental spaces
- Picnic Shelters
- Campground
- Athletic Fields



Recreation Programs & Facility Rentals

9.5 Full Time Employees
Dozens of variable hour employees
& hundreds of volunteers



TEENS | GRADES 6-12

THE REC

AUBURN TEEN CENTER

THE REC
10000 N. GARDEN
LES GOVE PARK
910 9th Street SE

HOURS:
through June 18, 2020
Monday-Friday | 2:30-6pm

MEMBERSHIP RATES September 14 - June 18, 2020	
Monthly Membership	\$15 Includes Kern Center & Hype Night admissions
School Year Membership	\$90 Includes Kern Center and Hype Night Admission

DROP-IN RATES	
Teen Center Daily Drop-In	\$1 Excludes Hype Night admissions
Hype Night Drop-In	\$2 Excludes Kern Center Daily Drop-In

TECH LAB

Tutoring & homework help

3D Printer | Laser Cutter | Robotics | Jewelry Making
Custom Decals | Digital Embroidery | Photoshop |
2D to 3D Design | Vinyl Cutter | *Classes listed on Makerspace & STEAM page

Maker Space

3D Printer | Laser Cutter | Robotics | Jewelry Making
Custom Decals | Digital Embroidery | Photoshop |
2D to 3D Design | Vinyl Cutter | *Classes listed on Makerspace & STEAM page

THE GYM

Monday-Friday 2:30-6pm

TRANSPORTATION

The Auburn School District provides transportation from the four middle schools to The REC between 2:30-3pm Monday through Friday and back to the four middle schools at 5pm Monday through Friday.

Permission slip is required to ride the bus to The REC. Visit the Middle School Administration Offices for a form.

HYPE NIGHT @ REC

ALL GRADES 6-12

Basketball

- Makers Room technology and arts lab
- REC Room | ping pong, foosball, air hockey, PacMan, big screen TV & video games
- Hang-Out Space
- Activity Room
- Food always included

Monthly Event During School Year

6-10PM | @ THE REC

AUBURN YOUTH COUNCIL Leadership and Service Learning Development Program for Auburn area middle & high school students.

Location: The REC | Grades 6-12

Monthly meetings held on select Tuesdays from 6-7:30pm

REC RIDERS MOUNTAIN BIKE PROGRAM

This program features mountain bike trips, bike maintenance training, regular mountain bike riding, trail maintenance opportunities, healthy nutrition, and much more.

Open to any member of the Auburn Area School Program

The REC Teen Center

A program featuring mountain bike trips, bike maintenance training, regular mountain bike riding, trail maintenance opportunities, healthy nutrition, & more.

Sponsored in part by King County Parks Your Big Backyard

AUBURN PARKS OUTDOOR ADVENTURES
auburnwa.gov/outdoor



Senior Activity Center

Nutritional Services & Programs:

Monday-Friday lunch & salad bar; Meals on Wheels; Monthly Food Pantry; Monthly Social Dinner

Health & Wellness Programs:

Silver Sneakers; Chair Yoga; Foot Care; Blood Pressure Clinic; Massage; Respite Care; Veteran Services; Dental Cleaning; Fitness Room

Recreational Programming:

Hiking & Walks; Pool tables; Volleyball; Trips & Tours; Extended Travel; Pickle ball; Table Tennis

Educational Programming:

Driver Safety; Art Classes; Computer Lab/Tutor; Spanish; Bible Study; Book Club; Speaker Series

Social Programming:

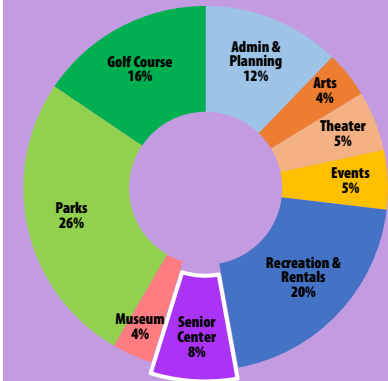
Bingo; Bridge; Bunco; Canasta; Coffee Bar; Mah Jongg; Mexican Train Dominoes; Movies; Music and Dancing; Pinochle; Puzzle Table; Scrabble; Special Events; Volunteer Opportunities

Senior Activity Center

4.5 Full Time Staff + variable hour employees & hundreds of volunteers

Business & Activities: Mon.-Fri.: 8 am-5 pm

Extended Activity Evenings: Mon.-Thurs.: 5-9 pm



Senior Activity Center



South King County Senior Center Partners receive \$1,592,883 in grant funds as part of King County Veterans, Seniors, and Human Services 2019-2023 Levy

The main component of the funding is to hire resource navigators to engage seniors both inside and outside of the partnering centers. The Resource Navigators will serve south King County with time split between the hub partners. Their goal is to work with seniors to help them connect with resources and services to improve their quality of life.

Funding will also go toward outreach to seniors who are socially or geographically (transportation challenges, physical limitations) isolated.



Auburn Senior Activity Center



Pacific Senior Center



Federal Way Senior Center/Food Bank
(located in unincorporated King County)

Partners

Museum

- A private/ public partnership agreement between the White River Valley Historical Society and the City of Auburn; Governed by 17 Member Board
- Community educational institution teaching children and adults about the arts and heritage of the White River Valley.
- Features exhibits; extensive research archive; thousands of artifacts; gift shop; special events; lectures and classes.
- Each spring several thousand elementary age students tour the Museum on curriculum based fieldtrips.
- Major fundraising efforts help Museum continue to grow and prosper

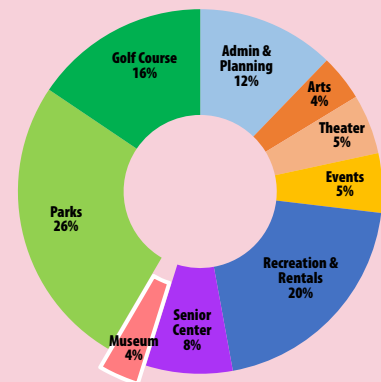
Farm

- Acquired in 1994 and opened in 2011 after years of restoration and a \$2+ million fund raising effort
- King County and City of Auburn Landmark Designation and listed on the National Register of Historic Places.
- Dates from the 1880s, and vividly portrays a working farm of the early 1900s. The 67 acre farm includes seven historic wooden buildings, a salmon bearing stream, a 100+ year old orchard, forested hillsides and acres of meadows.
- School fieldtrips, living history programs, art performances, classes, and passive recreation; a caretaker is also located on site.



White River Valley Museum & Mary Olson Farm

2 Full Time Staff &
variable hour employees
Additional staff funded by Society



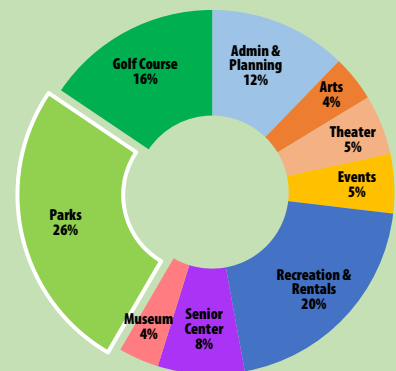
By the Numbers

390.74 acres of open space
291 acres of developed parks
255 acres of special use areas
191 Community Garden plots
33 Developed Parks
22.36 Linear Miles of Trails
30 Playgrounds
18 Ballfields
17 Basketball courts
6 Pickleball courts
6 Horseshoe pits
5 Tennis courts
4 Bocce courts
4 Soccer Fields
3 Skateparks
2 mod synthetic fields
1 Off-leash dog area
1 Disc Golf Course (18 holes)

Street ROW Landscaped Areas
Beautification Areas
Downtown Flower Basket Program

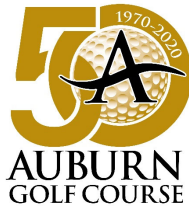
Park Maintenance

16 Full Time Employees
+ seasonal help



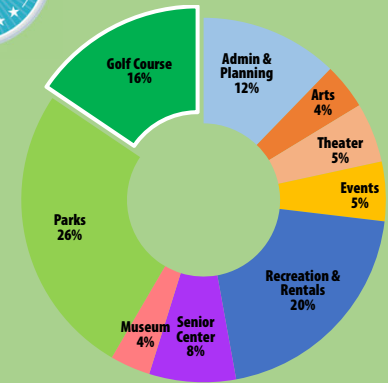
Golf Course

- 18 hole municipal golf course covering 387 acres
- Approximately 45,000 rounds/year
- Numerous special events, tournaments, clubs and leagues
- Home to 4 High School Golf Teams
- Men's & Ladies Club combined exceed 700 members
- Bogey's Public House is the restaurant concessionaire at the Course



Auburn Golf Course

7 Full Time Employees
& seasonal help during
the spring & summer



City of Everett | Park Maintenance Study

	Everett	Auburn	Kent	Kirkland
Number of Parks	49	34	55	55
Number of Park Maintenance FTE's**	24	16	36.5	27
Acreage Maintained / Developed Parks	259	294	404	324
Undeveloped Parkland Acreage	384	386	774	372
Cost to Maintain	\$4.6 million*	\$3.2 million	\$5.3 million	\$5.6 million
Cost Per Acre to Maintain (cost to maintain divided by developed acres)***	\$17,761	\$10,884	\$13,119	\$17,284
City Population	110,079	81,000	127,100	88,630

*Annual M&O only. Includes approx. \$500,000 in small cap projects some of which are outside M & O category - i.e. parking lot paving, etc

**Only includes FTE permanent

***Assumes cost per acre to maintain does not include capital reinvestment. (i.e. playground equipment)

104TH STREET/GREEN RIVER PARK PLAN

Provides design and development framework for the 10-acre site proposed along the Green River.

Project Construction Estimate \$1.2 million

Potential Source of Funds:

Park Impact

Fees.....\$700,000

State RCO

Grant.....\$500,000



JACOBSEN TREE FARM PARK

Phased Construction:
2020-2024

Project:

Provides design and development framework for the 30-acre site located on Lea Hill. Much needed community/regional park to serve Lea Hill and all of Auburn.

Construction Estimate: \$10 million

Potential for Green River College and other partnerships.



Cemetery

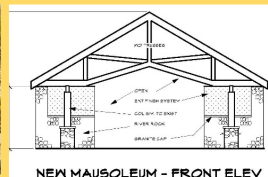
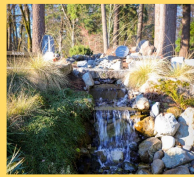
Beautiful site that is operated as an Enterprise. Approximately 270 interments are facilitated each year on the grounds.

Recent Additions/Improvements:

- **Memory Heights** – 640 new plots
- **Eagle Columbarium** - 95 new niches columbarium
- **Seal coated** the asphalt in the 9th addition

Upcoming projects:

- Overlaying all the roads in the cemetery
- Constructing a new 96 crypt mausoleum



Mountainview Cemetery

Staff

5 Full Time Employees
+ seasonal help

Volunteer Opportunities

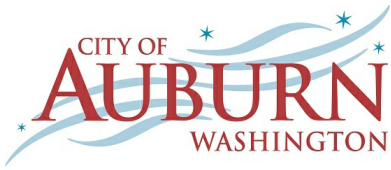
- Park Clean Up
- Adopt-a-Park
- Arts, Theater, Events & Market
- Coaching Youth Sports
- Specialized Recreation
- Teen Programs
- Senior Activity Center
- Museum & Farm



Advisory Boards

- Parks & Recreation Board
- Cemetery Board
- Urban Tree Board
- Auburn Arts Commission
- White River Valley Museum Board
- Auburn Senior Activity Center Advisory Council





AGENDA BILL APPROVAL FORM

Agenda Subject:

BERK Presentation (Thomas)(60 Minutes)

Date:

February 5, 2020

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:**Administrative Recommendation:**

For discussion only.

Background Summary:

In July 2019, the City entered into a professional services agreement with BERK Consulting to conduct a Fiscal Sustainability Analysis. In addition to analyzing the City's fiscal model, the scope of the BERK contract included benchmarking analysis and revenue/cost containment strategies. BERK has concluded their work and this presentation is a summary of their sustainability analysis, benchmarking data, and considerations for the development of the 2021-2022 Biennial Budget.

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

Thomas

Meeting Date: February 10, 2020

Item Number:



AGENDA BILL APPROVAL FORM

Agenda Subject:

New South King County Base Site Selection for King County Metro (Gaub)(20 Minutes)

Date:

February 3, 2020

Department:

Public Works

Attachments:

[Presentation Slides](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

King County Metro is in the process of selecting a location for a new base in South King County, to store and maintain the new fleet of electric buses, and serve as a training facility. Three properties were identified as potential locations so far; one is located in Kent, and two in Auburn.

King County Metro staff presentation will cover:

- Operational Capacity Growth program purpose and need
- New South King County Base
 - Why south King County
 - Features of a bus base
 - Top sites
 - Stakeholder and community engagement
 - Next steps

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

Gaub

Meeting Date: February 10, 2020

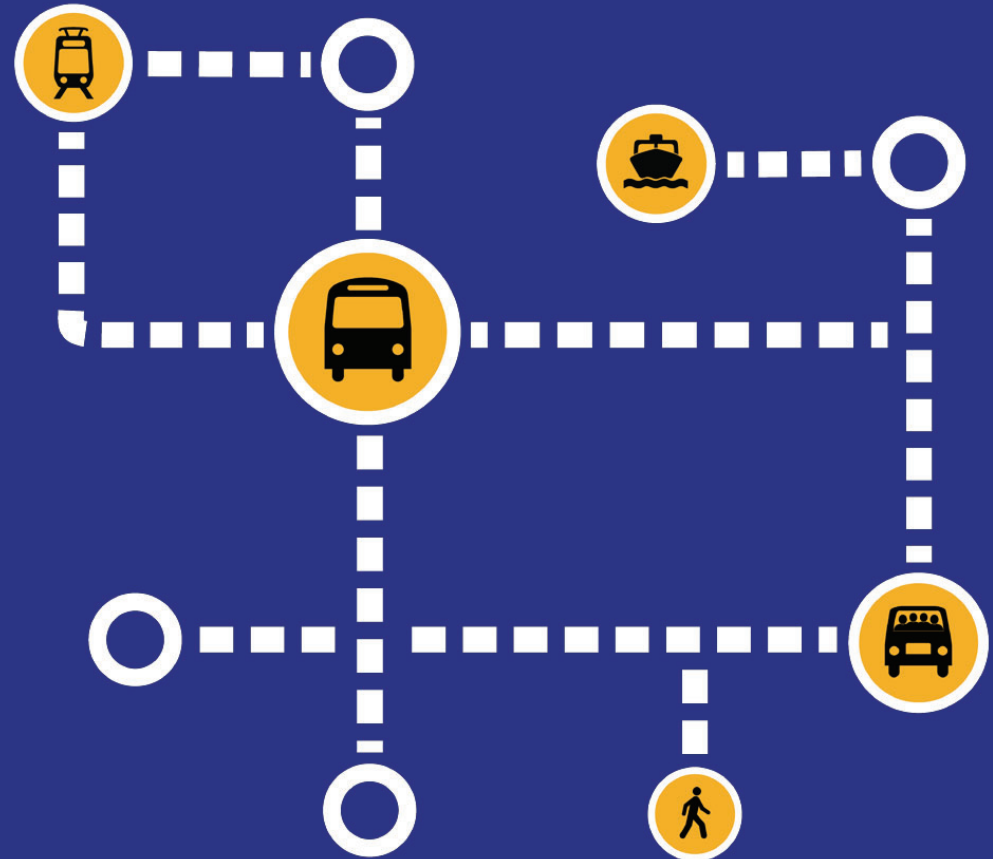
Item Number:

New South King County Base Auburn City Council Briefing

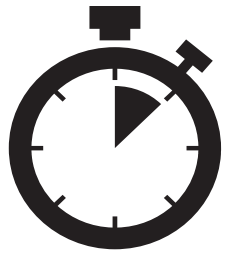
Jeff Arbuckle, Capital Projects Managing
Supervisor

King County Metro

February 10, 2020



70% service increase by 2040



Add 2.5 million more service hours on bus routes



Add 625 more buses



Create more space and facilities needed to operate and maintain buses

METRO CONNECTS

Metro's Growth Plan

Central Campus (Seattle)

- Enhance existing operational capacity

South Campus (Tukwila)

- Create interim and permanent operational capacity
- Upgrade South Campus Parking Garage

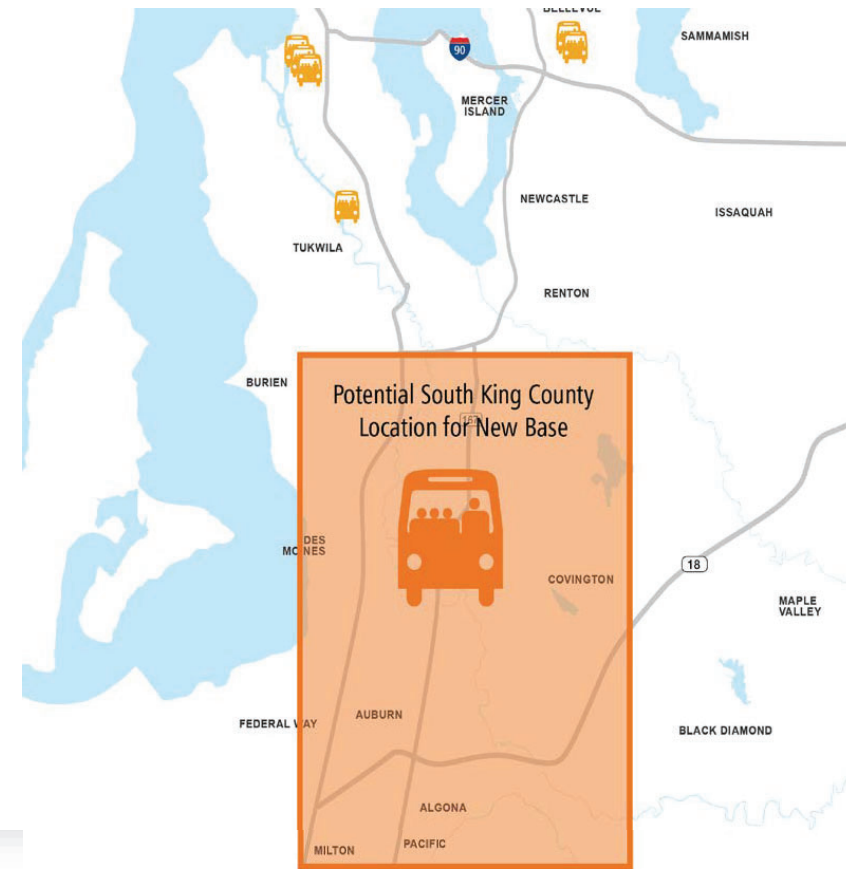
New South King County Base

- Acquire land, design and build future new base



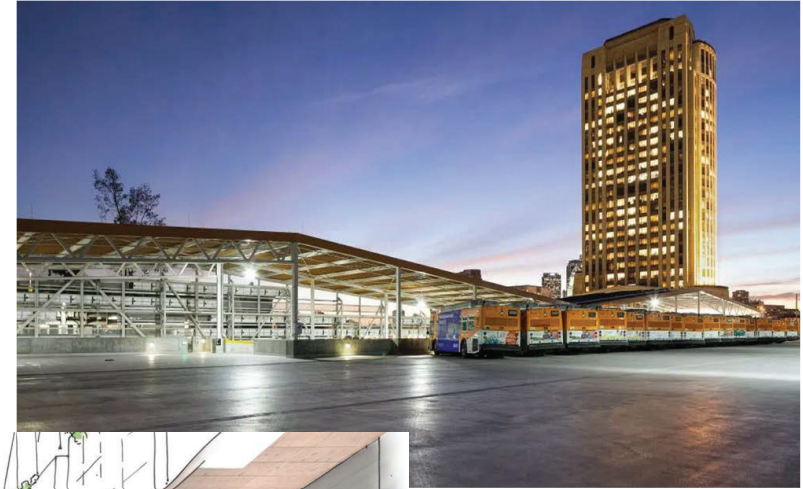
Why a new south King County base?

- Provides more efficient service closer to where current and future routes start and end
- Allows for meaningful contributions to the environmental and economic health of the community



Key features of the new base

- House 250 quiet, battery-electric buses
- Landscaping and other physical improvements to fit in with the neighborhood
- Community amenities



A new bus maintenance and operations facility in downtown Los Angeles.



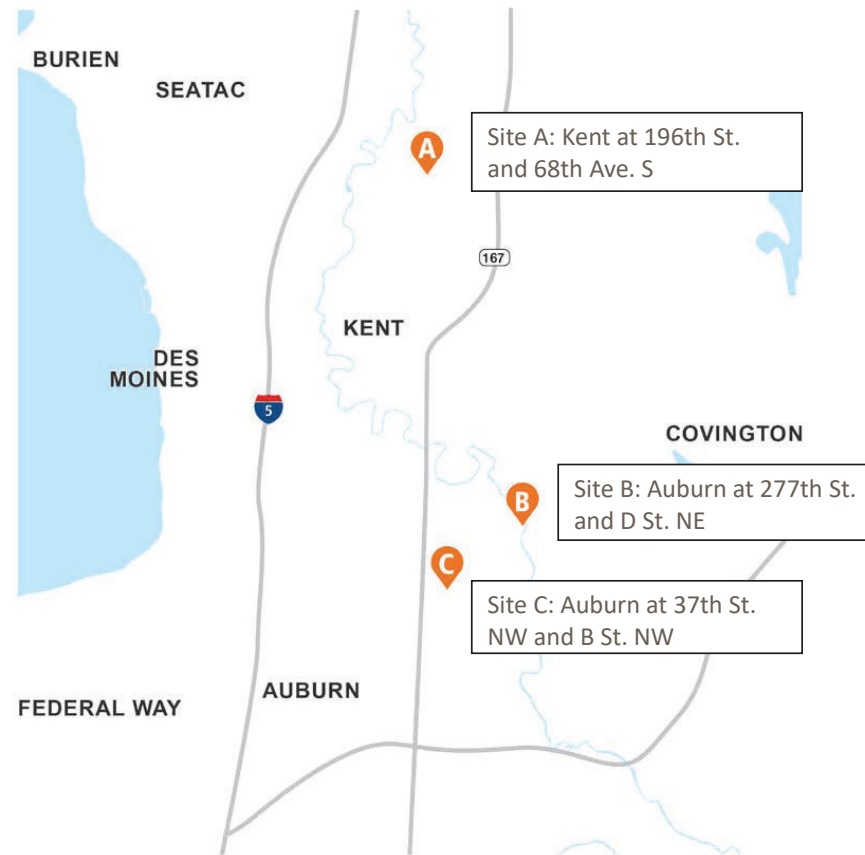
Design plans for a bus base and housing project in San Francisco.

Characteristics of an optimal site

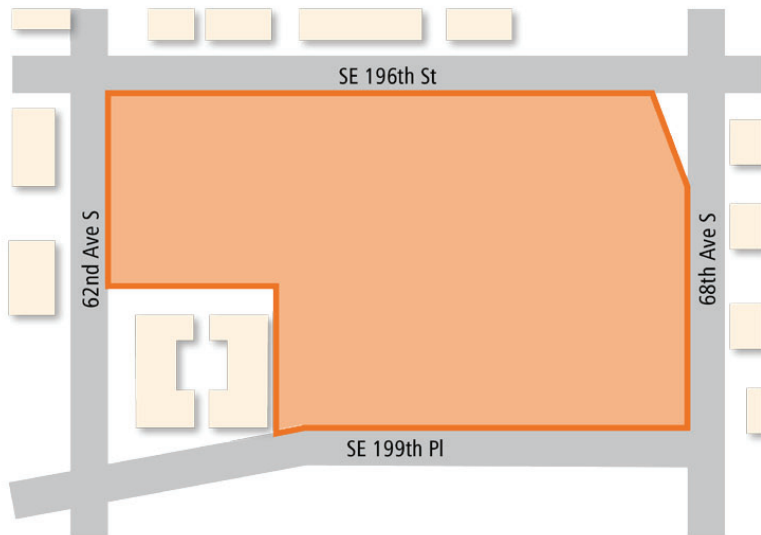
- Approximately 30 acres
- Access to major freeways and arterials
- Functional layout on flat land



Top 3 Sites

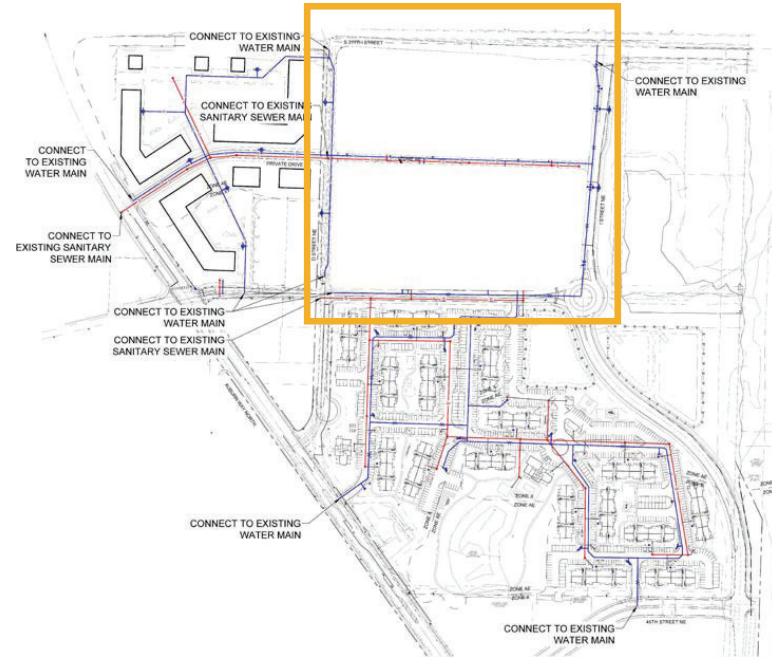
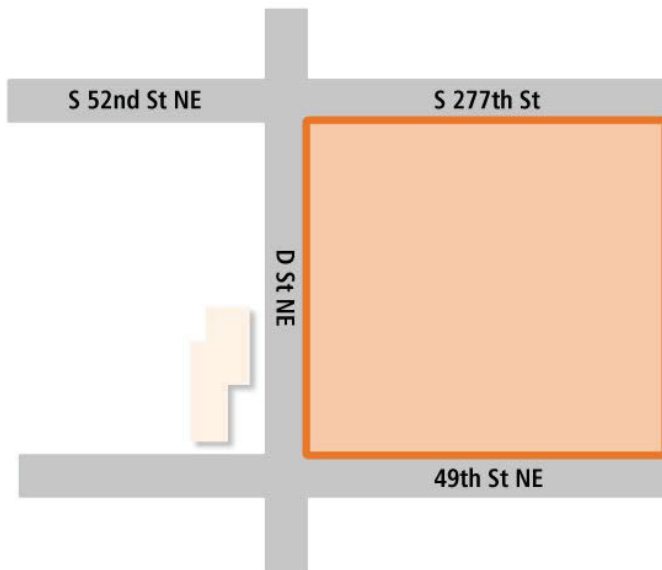


Site A: Kent at S 196th St. and 68th Ave. S



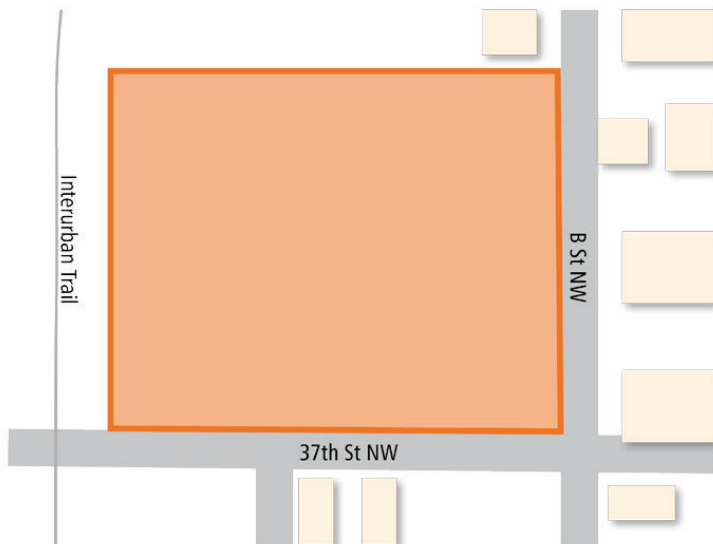
Zoning: Industrial (M1-C)
Acreage: 25 - 38 acres

Site B: Auburn at S 277th St. and D St. NE



Zoning: Commercial (C4)
Acreage: 18 acres

Site C: Auburn at 37th St. NW and B St. NW



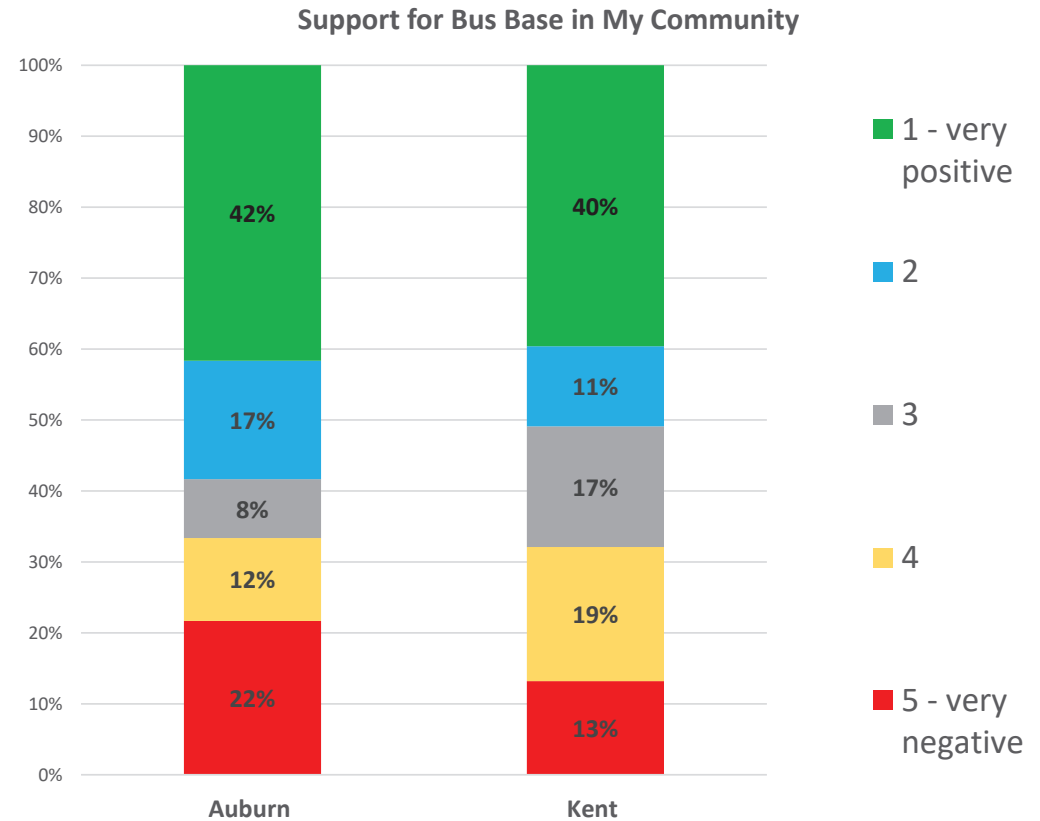
Zoning: Industrial (M2)
Acreage: 38 acres

Stakeholder engagement to-date

Date	Audience/Stakeholder
Week of June 10, 2019	King County Councilmember Dunn
Week of June 10, 2019	Site property owners
June 10, 2019	King County Councilmember Upthegrove
June 14, 2019	King County Executive Dow Constantine
June 17, 2019	King County Councilmember von Reichbauer
Week of June 17, 2019	City of Kent mayor and city staff
June 21, 2019	City of Auburn mayor and city staff
Week of June 24, 2019	Area tribes through Executive's Office
Week of June 24, 2019	State legislators who represent relevant districts: • District 30: Sen. Claire Wilson, Rep. Mike Pellicciotti, Rep. Kristine Reeves • District 33: Sen. Karen Keiser, Rep. Tina Orwall, Rep. Mia Su-Ling Gregerson • District 47: Sen. Mona Das, Rep. Debra Entenman, Rep. Pat Sullivan
Week of June 24, 2019	Federal delegation: • Sen. Patty Murray • Sen. Maria Cantwell • District 8: Rep. Kim Schrier • District 9: Rep. Adam Smith

Public attitudes and awareness survey

- **188** responses, including those who live and/or work in Auburn and Kent, **68** of who identified as being from Auburn
- Many people (**41%**) knew about Metro's plan to build a new bus base in south King County
- **59%** of people from Auburn feel positive about locating the new bus base in their community
- Respondent demographics compare well to the Census demographics for the cities of Auburn and Kent



Our commitment to community

Metro will:

- Be a good neighbor and partner in the community
- Create facilities that help support community goals and add value
- Work with historically disadvantaged populations to help shape our policies, services and programs



Next Steps



*Dates are tentative and subject to change

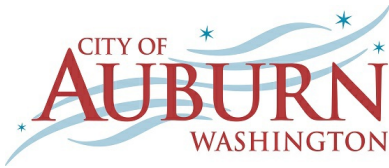


For more information

Contact Jeff Arbuckle, Capital Projects Managing Supervisor

- **Email:** jarbuckle@kingcounty.gov
- **Phone:** 206-263-0820
- **Website:** kingcounty.gov/metro/bases

Questions?



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6756 (Comeau)(20 Minutes)

Department:

City Attorney

Attachments:

[Ordinance No. 6756](#)

Date:

February 6, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

RCW 9A.36.031 designates assaulting a Police Officer a Class C felony, which can only be charged by a County Prosecutor. If a County declines to file felony charges, the City is left with two options: 1) either charge the suspect with assault 4, which doesn't account for the victim's status as a Police Officer; or 2) charge the suspect with attempted assault 3, which is legally and factually confusing.

This Ordinance would create a new section to the Auburn City Code that would allow City Prosecutors to file misdemeanor charges against a suspect who assaults a City Police Officer, Code Enforcement Officer, Parking Enforcement Officer, or Animal Control Officer.

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

Comeau

Meeting Date: February 10, 2020

Item Number:

ORDINANCE NO. 6756

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, CREATING A NEW SECTION TO CHAPTER 9.14.050 OF THE AUBURN CITY CODE RELATED TO ASSAULT

WHEREAS, RCW 9A.36.031(1)(g) criminalizes assaulting a police officer as a class C felony that only County prosecutors can charge;

WHEREAS, if a County declines to charge this offense, cities are left with two imperfect gross misdemeanor prosecution options: 1) charge the suspect with assault 4 under RCW 9A.36.041 (which does not account for the victim's status as a police officer); or 2) charge the suspect with attempted assault 3 (which is legally and factually confusing in cases alleging a completed assault);

WHEREAS, the case of City of Spokane v. White (102 Wn. App. 955) holds that the State has not preempted laws criminalizing assault;

WHEREAS, other City officers, such as animal control, code enforcement, and parking enforcement officers, also deserve enhanced legal protection from assaults occurring in the course of their work;

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

Section 1. New Section to City Code. A new section 9.14.050 of the Auburn City Code is hereby created to read as follows:

9.14.050 Assaulting a City officer

It is a gross misdemeanor for any person aged 18 years or older to assault a City of Auburn police officer, animal control officer, code enforcement officer, or parking enforcement officer while the officer is performing official duties. A violation of this section is punishable by a maximum penalty of 364 days in jail

and/or a \$5,000 fine. A violation of this section carries a mandatory minimum penalty of 30 days in jail.

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6760 (Thomas)(10 Minutes)

Date:

February 5, 2020

Department:

Finance

Attachments:

[Ordinance No. 6760](#)

Budget Impact:**Administrative Recommendation:**

For discussion only.

Background Summary:

Ordinance No. 6760 levies a 0.0192% sales tax credit against the state sales tax for local revitalization financing. SB 5045 authorizing the tax credit was passed by the state legislature during the 2009 regular session. The intent of the legislation was to provide financial assistance to Cities to assist with financing public improvements in an identified revitalization area to promote community and economic development.

The City first applied for the use of local revitalization financing on August 11, 2009 and the Department of Revenue approved the City's application on September 16, 2009, authorizing up to \$250,000 per year for the local revitalization program (Promenade capital improvements).

In 2010, the City issued \$7.24 million in 2010 C/D Bonds for the purpose of funding capital improvements for the Promenade. Annual debt service payments for these bonds continue through the year 2034. Funds from EDA grants, combined with REET2 funds and interest earnings, are used to pay for the annual debt service costs of the local revitalization project. As of the end of 2019, the remaining principal balance was \$5.4 million.

The tax credit is available to the City for up to 25 years. 2020 will be the eleventh year that the City has asked the State for the tax credit. As provided by the state, in order for the City to continue receiving the tax credit, the City must request this each year by Ordinance.

Based upon historical taxable retail sales, the above rate of 0.0192% is estimated to generate \$250,000 for local revitalization funding during the State's fiscal year, July 1, 2020 to June 30, 2021.

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

Thomas

Meeting Date: February 10, 2020

Item Number:

ORDINANCE NO. 6760

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 2020

WHEREAS, The City of Auburn ("City") enacted Ordinance No. 6301 on April 19, 2010, which established a local sales and use tax as provided for in Section 39.14.510 of the Revised Code of Washington ("RCW"); and,

WHEREAS, this tax is imposed in order to pay the debt service on Local Revitalization Financing bonds in accordance with Chapter 39.104 RCW; and,

WHEREAS, Chapter 39.104 RCW provides that the City shall, from time to time, adjust the tax rate so that it is set at the rate reasonably necessary to receive the state contribution over 10 months, in accordance with RCW 82.14.510(3); and

WHEREAS, the Local Sales and Use Tax Rate is set at a rate to generate approximately \$250,000.00 between July 1, 2020 through June 30, 2021, for Local Revitalization Financing.

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

Section 1. The sales and use tax rate initially established in Section 3.2 of Ordinance No. 6301, and most recently amended by Ordinance No. 6711, is hereby amended to 0.0192%, effective July 1, 2020.

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

Section 3. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph,

subdivision, section or portion of this ordinance, or the invalidity of the application of it to any person or circumstance, will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

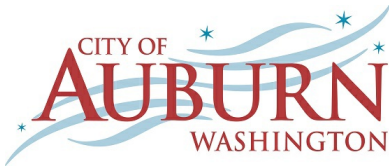
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5498 (Thomas)(10 Minutes)

Date:

February 5, 2020

Department:

Finance

Attachments:

[Resolution No. 5498](#)

Budget Impact:**Administrative Recommendation:**

For discussion only.

Background Summary:

City financial management policies, which are approved as part of the Biennial Budget, provide for issuance of interfund loans with approval from Council. Interfund loans provide operational flexibility to cover authorized expenditures, such as when the City is awaiting reimbursement of expenses from grants, the collection of user fees such as vehicle license fees, or receipt of tax credits.

Council approval of Resolution No. 5498 will authorize the City's Finance Department to prepare an interfund loan, if and when it may be needed, from the General Fund and/or the Cumulative Reserve Fund to a fund or funds supported by grants, fees, or tax credits in the event the City is awaiting reimbursement of federal, state or local grant funds, collection of user fees, or receipt of tax credits. The authority is limited to \$2.5 million and the resolution is effective for 3 years through February 2023, at which time its authority will lapse.

Council authorization is requested to enable the aforementioned flexibility in managing the City's short-term funding needs in the Arterial Streets Program, Community Development and Block Grant Fund, and Local Revitalization Area Debt Service Fund.

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

Thomas

Meeting Date: February 10, 2020

Item Number:

RESOLUTION NO. 5498

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE TRANSFER OF FUNDS FOR THE PURPOSE OF MAKING LOANS FROM THE GENERAL FUND AND/OR THE CUMULATIVE RESERVE FUND TO FUNDS SUSTAINED BY GRANTS, FEES, OR TAX CREDITS BETWEEN FEBRUARY 2020 AND FEBRUARY 2023

WHEREAS, there may be insufficient funds available from time to time during the period February 2020 to February 2023 in a fund or funds supported by grants, fees, and/or tax credits to cover authorized expenditures prior to reimbursement from federal, state and local grant monies, which have been approved for allocation to the City and for which contracts have been executed, or the collection of user fees, or the receipt of tax credits from the State of Washington; and

WHEREAS, the General Fund and/or the Cumulative Reserve Fund contain sufficient funds for the transfer of funds in an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00) for the purpose of making loans to cover authorized expenditures in funds sustained by grants, fees, or tax credits; and

WHEREAS, in the event a loan is made from the General Fund (Fund No. 001) and/or the Cumulative Reserve Fund (Fund No. 122) to a fund sustained by a grant, fee or tax credits, the loan shall be interest free.

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

Section 1. Authorization. During the time period February 2020 to February 2023, the Finance Director is authorized to transfer funds from the General Fund and/or the Cumulative Reserve Fund to a fund sustained by grants, fees, or tax credits, for the purpose of making an interest free loan to the fund when there are insufficient funds available in the fund to cover authorized expenditures while the City waits for federal, state and local grant monies which have been approved for allocation to the City and for which contracts have been executed, or for the collection of user fees, or for the receipt of tax credits. Any transfer of funds for this purpose shall be in an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00) per fund per year.

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

Section 3. Effective date. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Kendra Comeau, City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6735 (Gaub)(5 Minutes)

Department:

Public Works

Attachments:

[Draft Ordinance No. 6735](#)

Date:

February 3, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

Tacoma Water has applied for a new franchise agreement to continue to operate their water facilities within the City's rights of way as their previous franchise agreement has recently expired. Tacoma Water currently provides water services to the City and Water District 111 within the City limits. They do not provide residential water service within the City.

The proposed agreement is consistent with the City's standard franchise agreement language and requires that any repairs, upgrades, and improvements to the existing and future facilities are permitted and managed through the City's permitting processes. The proposed agreement would be valid for a term of 20 years with the option to renew for an additional 5 years.

Tacoma Water received authorization from their Utility Board on January 8, 2020, to execute the agreement if approved by Auburn City Council.

A Public Hearing to consider this application and hear public comment is scheduled before the City Council on February 18, 2020, in accordance with Auburn City Code 20.06.030.

Reviewed by Council Committees:**Councilmember:**

Meeting Date: February 10, 2020

Staff:

Gaub

Item Number:

ORDINANCE NO. 6735

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING A FRANCHISE FOR WATER FACILITIES TO THE CITY OF TACOMA

WHEREAS, The City of Tacoma, a Washington municipal corporation ("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, to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along or across those right(s)-of-way; and

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

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

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

Section 1. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated in this Ordinance, the City grants to the Grantee general permission to enter, use, and occupy the right(s)-of-way and other public property specified in Exhibit "A" (the "Franchise Area").

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair Grantee Facilities to provide Grantee Services in the Franchise Area.

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

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises impacting the Franchise

Area, if the City determines that entering into those agreements does not interfere with Grantee's rights under this Franchise.

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

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

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

H. In addition to the rights granted to the Grantee to undertake and perform activities within the Franchise Area as provided in this Franchise, on prior written notification to the City, the Grantee will have the right to discharge Grantee water supply to and into the City's storm water system while performing water system flushing and other Grantee activities. Any Grantee water discharged to the City's storm water system must comply with all applicable federal and state water quality standards and the City's NPDES permit relating to the City's storm water system. Except in case of an emergency, Grantee will provide 15 business days' notice of a discharge.

Section 2. Notice

A. Written notices to the parties will be sent by personal delivery, overnight mail by a nationally-recognized courier, or by U.S. certified mail, return receipt requested to the following addresses. Either party may designate a new contact.

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

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

Grantee: Water Superintendent
Tacoma Water
3628 South 35th Street
Tacoma, WA 98409-3192
Phone: (253) 502-8171 Fax: (253) 502-8694

B. Any changes to the contact information will be sent to the City's Right-of-Way Specialist, Public Works Department – Transportation Division, with copies to the City Clerk, referencing the title of this agreement.

C. Grantee voice and fax telephone numbers will be staffed at least during normal business hours, Pacific time zone. The City may contact Grantee at the following number for emergency or other needs outside of normal business hours of the Grantees: Water Control Center, (253) 502-8344.

Section 3. Term of Agreement

A. This Franchise will run for a period of twenty (20) years, from the date of execution.

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

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

Section 4. Definitions

For the purpose of this agreement:

“ACC” means the Auburn City Code.

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

“Grantee Facilities” or “Facilities” means water mains, fire hydrants, water valves, water services and meters, water system communication and monitoring equipment, and water appurtenances, for the purpose of providing water service.

“Grantee Services” or “Services” means providing the water facilities necessary to provide water service. A water service extends from the public water main to and including the water meter, and is owned and maintained by the Grantee.

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

“Normal business hours” means Monday through Friday from 8:00 AM to 5:00 PM excluding non-working holidays (New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day following Thanksgiving Day, and Christmas Day)

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

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

Section 5. Acceptance of Franchise

A. This Franchise, and any rights granted under it, will not become effective for any purpose until Grantee files with the City Clerk (1) the Statement of Acceptance (Exhibit “B,”) (2) all verifications of insurance coverage specified

under Section 15 and, (3) payment of any outstanding application fees required in the City Fee Schedule. These four items will collectively be the “Franchise Acceptance”. The date that the Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise.

B. If the Grantee fails 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.

Section 6. Construction and Maintenance

A. The Grantee will apply for, obtain, and comply with the terms of all permits required under ACC Chapter 12.24 for any work done within the City. Grantee will comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work.

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

C. The City expressly reserves the right to prescribe where Grantee Facilities may or may not be installed within the public right-of-way and may require the removal, relocation or replacement of Facilities as provided for in this Franchise.

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

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

Section 7. Repair and Emergency Work

Emergency Work, Permit Waiver. If there is an emergency where any Grantee Facilities located in the Right-of-Way are broken or damaged, or if the Grantee's Facilities are in a condition that places the health or safety of any person or property in imminent danger, the Grantee will immediately take any necessary emergency measures to repair, replace or remove its Facilities without first applying for and obtaining permit(s) as required by this Franchise. Grantee will notify the City (at 253-931-3010 during normal business hours and during non-business hours at 253-876-1985) as soon as reasonably possible that it has taken emergency actions and will immediately obtain permit(s) for the activity if required by this Franchise or City Ordinance. The City may begin emergency response work, at any time, without prior written notice to the Grantee, but will notify the Grantee in writing as promptly as possible under the circumstances. Grantee will reimburse the City for all associated costs related to the City performing emergency response work within 30 days of receiving an invoice from the City.

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, the property to a safe condition. All repair work will be performed and completed to the satisfaction of the City Engineer. Grantee reserves the right to seek reimbursement for costs from a third-party if the third-party fails to locate its facilities in accordance with RCW 19.22.

Section 9. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in place before Grantee's application for a permit to construct or repair Grantee Facilities under this Franchise will 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 before another utility's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Grantee Facilities will have priority. These rules governing preference will continue when relocating or changing the grade of any City road or right-of-way. A relocating utility will not cause the relocation of another utility that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of Grantee Facilities. Those relocations will be governed by Section 11.

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. This information will include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within the City. This information may be requested either in hard copy or electronic format, compatible with the City's data base system, including the City's Geographic Information System (GIS) data base. Grantee will 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 10 business days to obtain an injunction to prohibit the City's release of records.

Grantee will 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 public records act, if the City has notified Grantee of the pending request.

Section 11. Relocation of Grantee Facilities

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

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.

C. For all transmission mains, defined as mains exceeding 24 inches in diameter, within the Franchise Area, the City will attempt to design its projects to minimize the need for relocation. In the event the City's design calls for the relocation of a transmission main, the City and Franchisee will meet to discuss potential redesign solutions. Before moving forward with the development of a redesign, the City will provide Grantee with an estimate of the costs of the redesign

and construction. Any additional redesign or construction costs incurred by the City shall be borne by Grantee. If a redesign is not reasonably feasible, then Grantee shall relocate the transmission main at its sole cost.

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 any portion of the Grantee Facilities the Grantee will, at the City's discretion, either abandon in place or remove the affected facilities. Facilities that exist in an on-demand or standby capacity are exempt from this requirement.

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

Section 13. Indemnification and Hold Harmless

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

B. The Grantee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee Facilities caused by maintenance 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 damage or loss is directly caused by the negligence of the City, or its agent performing such work.

C. The Grantee acknowledges that neither the City nor any other public agency with responsibility for 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, will make arrangements as Grantee deems fit for the provision of such services. The Grantee will 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 rescue services, and will indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide rescue services.

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

E. It is further specifically and expressly understood that the indemnification provided in this Franchise 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 will survive the expiration or termination of this Agreement.

F. Indemnification for Relocation. Grantee will defend, indemnify, and hold the City harmless for any damages, claims, additional costs or reasonable expenses and attorneys' fees, including contractor construction delay damages, assessed against or payable by the City and arising out of or resulting from Grantee's negligence or willful misconduct contributing to Grantee's failure to remove, adjust, or relocate any of its facilities in the Rights-of-Way in accordance with any relocation required by the City, provided that Grantee will not be liable under this section if Grantee's failure to remove, adjust, or relocate any of its facilities is the result of a force majeure event. A force majeure event is an occurrence that is beyond the control of the Grantee and that could not have been avoided by exercising reasonable diligence. Force majeure events include but are not limited to acts of war, riots, strikes, fire, floods, and epidemics.

Section 14. Insurance

A. The Grantee will 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 following amounts and types:

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

2. Commercial General Liability insurance with limits no less than \$5,000,000.00 each occurrence, \$5,000,000.00 general aggregate and a

\$5,000,000.00 products-completed operations aggregate limit. Coverage will be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage and will cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. The Commercial General Liability insurance will be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent form. There will be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City will 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 \$5,000,000.00 per claim for all professional employed or retained Grantee to perform services under this Franchise.

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

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

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

2. The Grantee's insurance will be endorsed to state that coverage will not be cancelled by the insurers except after thirty (30) days' prior written notice has been given to Grantee. Upon receipt of such notice, Grantee will immediately notify by certified mail, return receipt requested, 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 will 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 Grantee before commencement of the work.

E. Grantee will have the right to self-insure, or obtain insurance pool coverage for, any or all of the above-required insurance. Any such self-insurance is subject to approval by the City and, upon approval, will satisfy the conditions set forth in Section 14 A - E.

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

Section 15. Successors and Assignees

A. All the provisions, conditions, regulations and requirements contained in this Franchise are binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee will inure to its successors, assignees and contractors.

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

C. Grantee and any proposed assignee or transferee will provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (b) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) An application fee which will 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. Before the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee will file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance before transfer does not waive any right to insist on full compliance thereafter.

Section 16. Dispute Resolution

A. If there is a dispute between the Parties under this Agreement, the dispute will 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 will meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties will make a good faith effort to achieve a resolution of the dispute.

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

Section 17. Enforcement and Remedies

A. If the Grantee willfully violates, or fails to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or it fails to comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Grantee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) impose liquidated damages of Two Hundred Fifty Dollars (\$250.00) per day for every day after the expiration of the cure period that the breach is not cured. The parties agree that the actual damages to the City from Grantee failing to cure are not easily calculated, and agree that the liquidated damages amount are a reasonable forecast of just compensation.

B. If the City determines that Grantee is acting beyond the scope of permission granted in this Franchise for Grantee Facilities and Grantee Services, the City reserves the right to cancel this Franchise and require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease those actions.

Section 18. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Grantee will comply with, all applicable federal, state, or City laws, regulations and policies, in conformance

with federal laws and regulations, affecting performance under this Franchise. The Grantee will be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

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

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

Section 19. License, Tax and Other Charges

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

Section 20. Consequential Damages Limitation

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

Section 21. Severability

If any portion of this Franchise is deemed invalid, the remainder portions will remain in effect, unless doing so will deny a party valuable consideration.

Section 22. Titles

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

Section 23. Implementation.

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

Section 24. Effective date.

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

INTRODUCED: _____
PASSED: _____
APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

Kendra Comeau, City Attorney

Published: _____



Exhibit A

Franchise Area

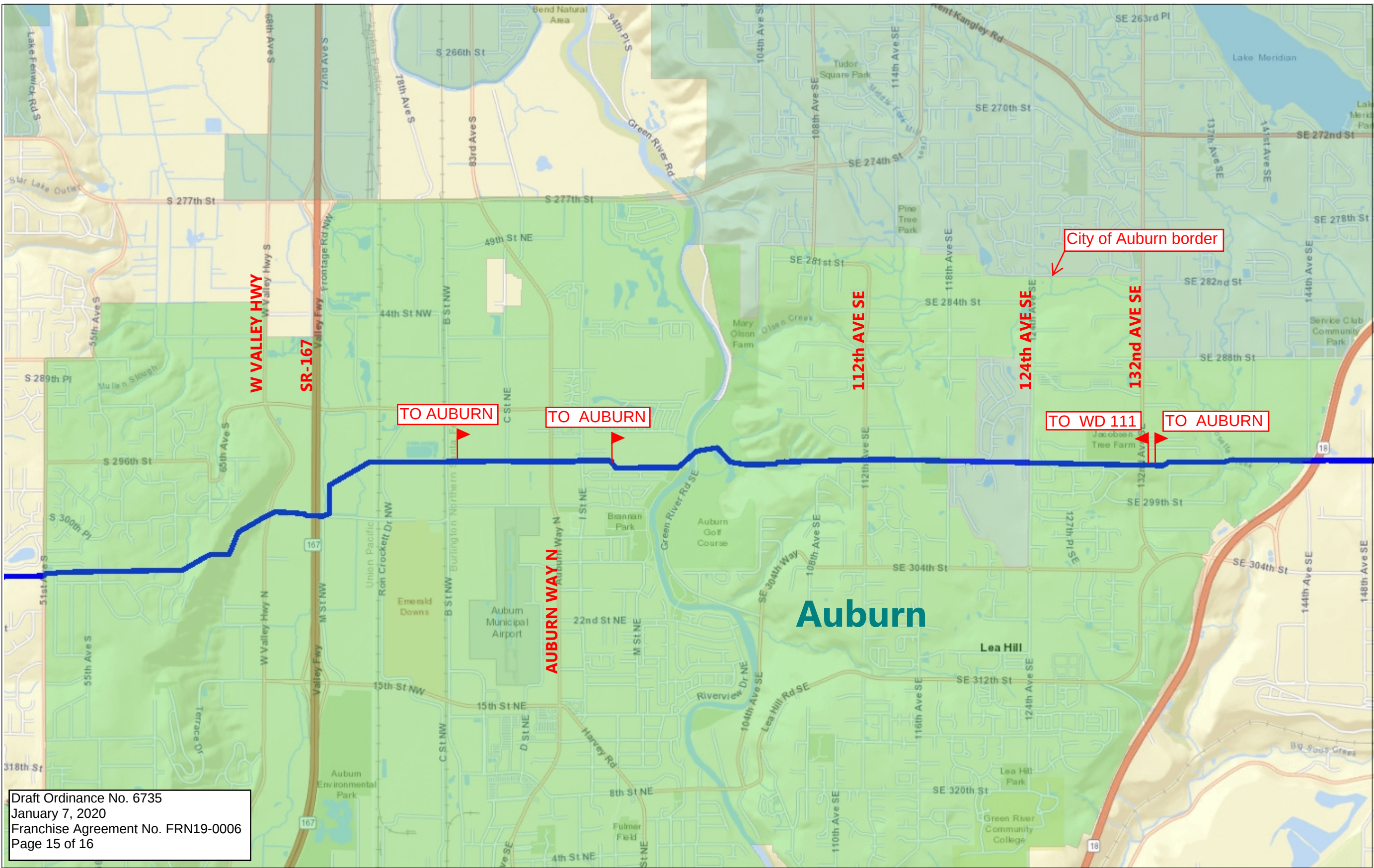


1:40,142



Notes

This map was automatically generated using Geocortex Essentials.



Draft Ordinance No. 6735
January 7, 2020
Franchise Agreement No. FRN19-0006
Page 15 of 16



WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

Date and Time: 6/5/2019 9:05 AM
Page 62 of 86

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

EXHIBIT "B"

STATEMENT OF ACCEPTANCE

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

[Grantee]

By: _____ Date: _____
Name: Scott Dewhirst
Title: Water Superintendent

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2020, 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: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Right-of-Way Vacation No. V1-19 (Gaub)(5 Minutes)

Department:

Public Works

Attachments:

[Draft Ordinance No. 6759](#)

[Exhibits A & B](#)

[Staff Report](#)

[Site Plan](#)

[Vicinity Map](#)

Date:

February 3, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

Davis Development Services has applied to the City for vacation of the right-of-way of a portion of the alley north of 3rd Street NE, between B Street NE and Auburn Avenue. The applicant currently owns adjacent parcels #5405100015 and #5405100025 to the west and parcels #0492000481, #0492000480 and #0492000482 to the east and is proposing to incorporate the right-of-way into development of the adjacent property to provide additional parking for the medical office building located on parcel #5405100025.

The right-of-way was originally dedicated to the City for street purposes with the plat of Meadow Addition to Auburn on December 20, 1909 at no cost to the City.

The application has been reviewed by City staff and utility purveyors who have an interest in this right-of-way. Through this review City staff has determined that the right of way is no longer necessary to meet the needs of the City and could be vacated with conditions outlined in Draft Ordinance No. 6759

A public hearing for Vacation No. V1-19 for is set for March 16, 2020.

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

Gaub

Meeting Date: February 10, 2020

Item Number:

ORDINANCE NO. 6759

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN WASHINGTON, VACATING RIGHT-OF-WAY OF A PORTION OF THE ALLEY NORTH OF 3RD STREET NE BETWEEN B STREET NE AND AUBURN AVENUE WITHIN THE CITY OF AUBURN, WASHINGTON

WHEREAS, the City of Auburn, Washington ("City"), has received a petition signed by at least two-thirds (2/3) of the owners of property abutting to right-of-way located within a portion of the alley north of 3rd Street NE, between B Street NE and Auburn Avenue, within the City, requesting vacation of the right-of-way; and,

WHEREAS, as required by Chapter 12.48 of the Auburn City Code, a public hearing was held in connection with the possible vacation, with notice having been provided pursuant to statute; and,

WHEREAS, the City Council has considered all matters presented at the public hearing on the proposed vacation, held on the 16th day of March, 2020, at the Auburn City Council Chambers in Auburn, Washington.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON DO ORDAIN as a non-codified ordinance as follows:

Section 1. Vacation. That the right of way located at a portion of the Alley north of 3rd Street NE, between B Street NE and Auburn Avenue located within the City of Auburn, Washington, legally described as follows:

THAT PORTION OF THE ALLEY, BEING 10 FEET IN WIDTH,
ADJACENT TO AND COINCIDENT WITH THE EAST LINE OF
LOTS 3 THROUGH 6, BLOCK 2 OF THE PLAN OF MEADOW

ADDITION TO AUBURN, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 18 OF PLATS, PAGE 68, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 6 OF SAID BLOCK 2 OF SAID PLAT;
THENCE SOUTH 89°17'20" EAST, 57.00 FEET ALONG THE SOUTH LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER OF THAT PORTION CONVEYED TO THE CITY OF AUBURN FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 7807170275;
THENCE NORTH 76°21'00" EAST, 44.37 FEET ALONG THE NORTH LINE, TO THE NORTHEAST CORNER OF SAID PORTION CONVEYED TO THE CITY OF AUBURN, BEING THE WEST MARGIN OF SAID ALLEY AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 00°38'08" EAST, 169.00 FEET ALONG SAID WEST MARGIN TO THE NORTHEAST CORNER OF LOT 3 OF SAID PLAN OF MEADOW ADDITION TO AUBURN;
THENCE ALONG THE NORTHERLY PROLONGATION OF SAID LOT 3, SOUTH 89°17'30" EAST, 10.00 FEET TO THE EAST MARGIN OF SAID ALLEY;
THENCE SOUTH 00°38'08" WEST, 165.00 FEET ALONG SAID EAST MARGIN TO THE MOST WESTERLY NORTHWEST CORNER OF THAT PORTION CONVEYED TO THE CITY OF AUBURN FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 7807170274;
THENCE SOUTH 68°53'49" WEST, 10.77 FEET TO SAID NORTHEAST CORNER OF THAT PORTION CONVEYED TO THE CITY OF AUBURN FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 7807170275 AND THE WEST MARGIN OF SAID ALLEY AND THE POINT OF BEGINNING.

CONTAINS 1,670 SQUARE FEET, MORE OR LESS. (0.038 ACRES +/-)

[Also identified as Exhibit "A".]

and as shown on the survey, a copy of which is attached, marked Exhibit "B" is vacated and

Draft Ordinance No. 6759
ROW Vacation V1-19
January 6, 2020
Page 2 of 6

the property lying in the right-of-way described, shall inure and belong to those persons entitled to receive the property in accordance with RCW 35.79.040, conditioned upon the following:

A. Reservation in favor of the City of a perpetual Nonexclusive Easement under, over, through and across the vacated right-of-way as described above for the purpose of laying, maintaining, and installing future and existing sanitary sewer facilities and including a reservation in favor of the City of the right to grant easements for utilities over, under and on all portions of the vacated right-of-way as described above.

The City shall have the absolute right, at times as may be necessary for immediate entry upon said Easement Area for the purpose of maintenance, inspection, construction, repair or reconstruction of the above improvements without incurring any legal obligation or liability.

The City shall have the absolute right to place any type of driving surface within said Easement Area deemed necessary by the City.

The owners of the adjacent properties agree and shall not in any way block, restrict or impede access and egress to or from said Easement Area, and /or in any way block, restrict or impede full use of the real property within the Easement Area by the City for the above described purposes. No building, wall, rockery, fence, trees, or structure of any kind shall be erected or planted, nor shall any fill material be placed within the boundaries of said Easement Area, without the express written consent of the City. No excavation shall be made within three feet of said facilities and the surface level of the

ground within the Easement Area shall be maintained at the elevation as currently existing.

This easement shall be a covenant running with the adjacent property parcels and burden said real estate, and shall be binding on the successors, heirs and assigns of all parties.

B. Under the terms of the reservation set out in Paragraph A above and in accordance with RCW 35.79.030, the City grants a private utility easement to Puget Sound Energy over, under, and upon the vacated right-of-way as described above for the construction, operation, maintenance, repair, replacement, improvement and removal of electric distribution facilities. The owners of the adjacent property shall not erect any structures on the easement and shall not place trees or other obstructions on the easement that would interfere with the exercise of Grantees' rights.

C. Under the terms of the reservation set out in Paragraph A above and in accordance with RCW 35.79.030, the City grants a private utility easement to CenturyLink over, under and upon the vacated right-of-way as described above for the construction, operation, maintenance, repair, replacement, improvement and removal of wireline telecommunications facilities. The owners of the adjacent properties shall not erect any structures on the easement and shall not place trees or other obstructions on the easement that would interfere with the exercise of Grantees' rights.

D. It is provided, however that such reserved or granted utility and access easements as set out in Paragraphs A, B and C above may be modified to accommodate

a removal, relocation and sitting of the affected utility lines if the City and the property owners on whose property the utility lines are located agree to the removal relocations and sitting being paid by said property owners and with the removal relocation and sitting being done in conformity with applicable standards.

E. The property owners of Parcel Nos. 5405100015 and 5405100025 shall reserve and grant a public access easement across those parcels from the southern terminus of the existing public alley (following vacation) to B Street NE and shall construct such public access easement to City standards for the purposes of allowing vehicular, pedestrian and emergency access to and from the southern terminus of the existing public alley (following vacation) to and from B Street NE.

F. Direct access from the vacation area to 3rd Street NE and from Parcel No. 0492000480 to Auburn Avenue shall be permanently closed. The Developer will be required to remove curb cuts and driveways and replace with sidewalks in accordance with City Standards upon reservation and construction of such access easement in paragraph E, above.

G. This vacation shall be effective upon completion of the provisions in paragraph E and F, above. The above described provisions must be completed by September 16, 2021 or the vacation and Ordinance will be null and void.

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

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

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

Section 5. Recordation. The City Clerk is directed to record this Ordinance with the office of the King County Auditor only upon completion of those provisions set forth in Section 1, Paragraphs E, F, and G, above, at which time the vacation pursuant to this Ordinance shall be effective under Auburn City Code 12.48.080.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Kendra Comeau, City Attorney

PUBLISHED: _____

Draft Ordinance No. 6759
ROW Vacation V1-19
January 6, 2020
Page 6 of 6

EXHIBIT "A"

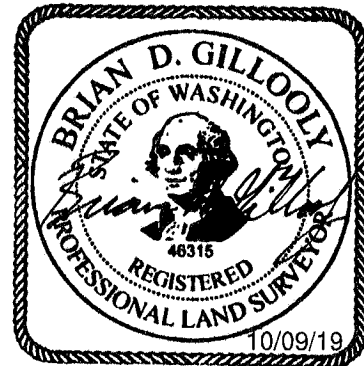
LEGAL DESCRIPTION

RIGHT-OF-WAY VACATION

THAT PORTION OF THE ALLEY, BEING 10 FEET IN WIDTH, ADJACENT TO AND COINCIDENT WITH THE EAST LINE OF LOTS 3 THROUGH 6, BLOCK 2 OF THE PLAN OF MEADOW ADDITION TO AUBURN, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 18 OF PLATS, PAGE 68, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 6 OF SAID BLOCK 2 OF SAID PLAT;
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THENCE NORTH 76°21'00" EAST, 44.37 FEET ALONG THE NORTH LINE, TO THE NORTHEAST CORNER OF SAID PORTION CONVEYED TO THE CITY OF AUBURN, BEING THE WEST MARGIN OF SAID ALLEY AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 00°38'08" EAST, 169.00 FEET ALONG SAID WEST MARGIN TO THE NORTHEAST CORNER OF LOT 3 OF SAID PLAN OF MEADOW ADDITION TO AUBURN;
THENCE ALONG THE NORTHERLY PROLONGATION OF SAID LOT 3, SOUTH 89°17'30" EAST, 10.00 FEET TO THE EAST MARGIN OF SAID ALLEY;
THENCE SOUTH 00°38'08" WEST, 165.00 FEET ALONG SAID EAST MARGIN TO THE MOST WESTERLY NORTHWEST CORNER OF THAT PORTION CONVEYED TO THE CITY OF AUBURN FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 7807170274;
THENCE SOUTH 68°53'49" WEST, 10.77 FEET TO SAID NORTHEAST CORNER OF THAT PORTION CONVEYED TO THE CITY OF AUBURN FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 7807170275 AND THE WEST MARGIN OF SAID ALLEY AND THE POINT OF BEGINNING.

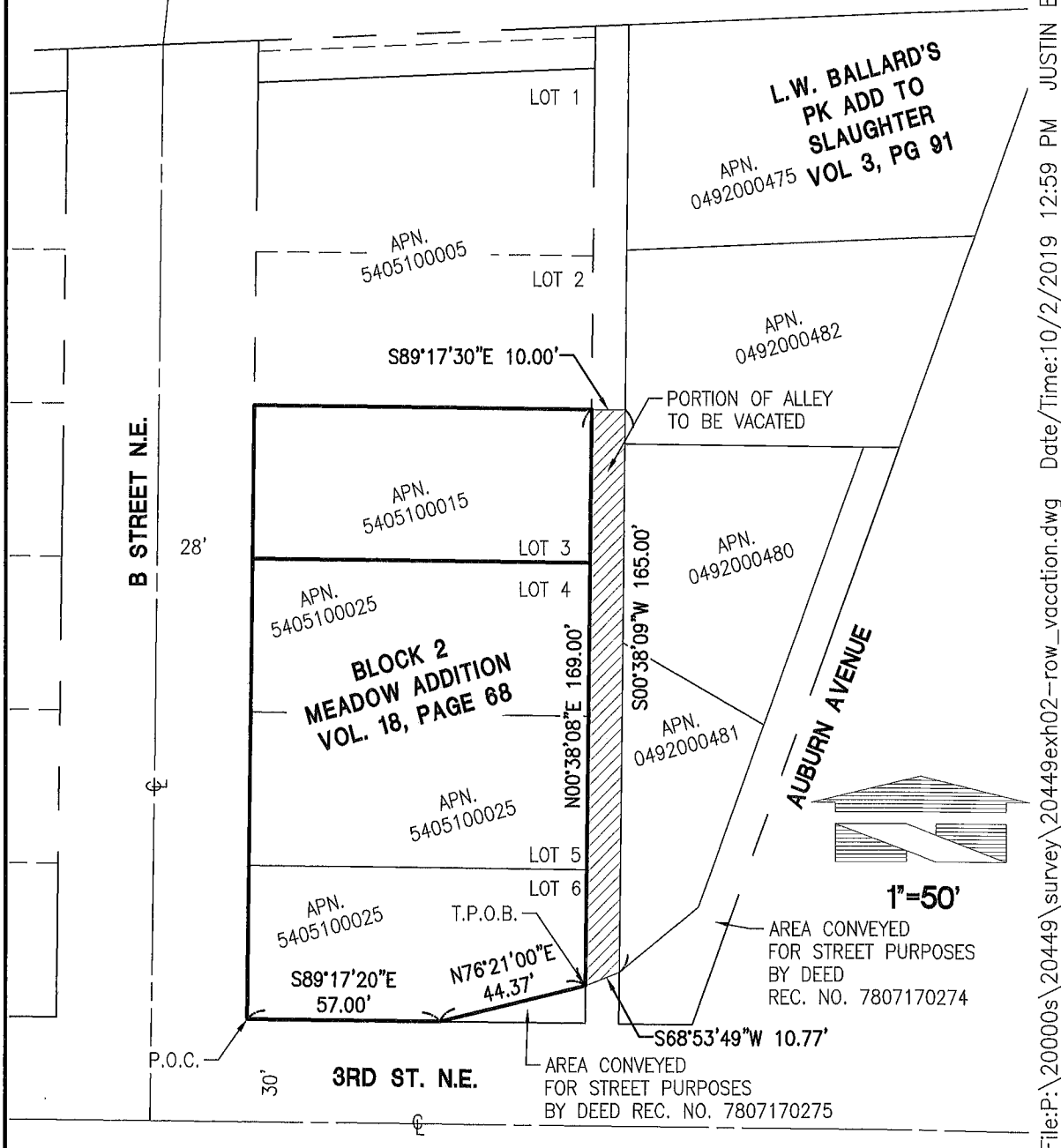
CONTAINS 1,670 SQUARE FEET, MORE OR LESS. (0.038 ACRES +/-)



Project Name: Merritt Building
March 13, 2019
Revised September 19, 2019
Job No. 20449

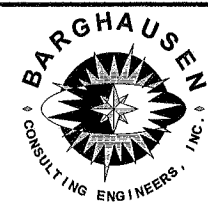
BDG / JSE
20449L.001.doc

EXHIBIT "B"



File:P:\20000s\20449\survey\20449exh02-row_vacation.dwg Date/Time:10/2/2019 12:59 PM JUSTIN EMERY

SCALE:
HORIZONTAL 1"=50' VERTICAL N/A



18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX

CIVIL ENGINEERING, LAND
PLANNING, SURVEYING,
ENVIRONMENTAL SERVICES

For:

CITY OF
AUBURN

Title:

RIGHT OF WAY
VACATION

JOB NUMBER

20449

20449L.001.DOC

SHEET

1 of 1

DESIGNED XXX DRAWN JSE CHECKED DJS APPROVED BDG DATE 09/19/19



RIGHT-OF-WAY VACATION STAFF REPORT

Right-of-Way (ROW) Vacation Number V1-19

Applicant: Davis Development Services

Property Location: Right-of-Way located at a portion of the Alley north of 3rd St NE, between B St NE and Auburn Ave.

Description of right-of-way:

This ROW proposed for vacation consists of a portion of the alley north of 3rd Street NE between B Street NE and Auburn Avenue. The proposed ROW is adjacent to Parcel No. 0492000482, 0492000480, and 049200048 on the east and Parcel No. 5405100015 and 5405100025 on the west, and City right-of-way to the north and south. The total proposed area of ROW for vacation is approximately 1,670± square feet.

The proposed ROW vacation area was originally dedicated to the City of Auburn for street purposes with the plat of Meadow Addition to Auburn on December 20, 1909.

See Exhibits "A" and "B" for legal description and survey.

Proposal:

Parcel No. 5405100025 currently has a medical office building that the applicant is proposing to construct additional parking for as they indicate that the number of stalls currently available is not adequate for the building and its uses. The Applicant proposes that the City vacate the above described right-of-way so that they can include the area into the construction of additional parking on the adjoining parcels. The applicant would also close access points from the existing parcels to Auburn Avenue and 3rd Street NE that currently conflict with the City's future plans for access improvements in the area associated with Transportation Improvement Project #R-16.

See the attached Site Plan for access points to be closed associated with the proposed vacation.

Applicable Policies & Regulations:

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

- Comprehensive Plan Policy - not affected.
- City Zoning Code - not affected.

Public Benefit:

- The vacated area may be subject to property taxes.
- The street vacation decreases the Right-of-Way maintenance obligation of the City.
- Vacation of the alley and closure of associated parcel access points onto Auburn Avenue and 3rd Street NE supports the City's Transportation Improvement Project (TIP# R-16) for Regional Growth Center Access Improvements.

Discussion:

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

1. Puget Sound Energy (PSE) – PSE has overhead and underground electrical facilities and will require an easement be retained across the proposed vacation area.
2. Comcast – No comments from Comcast were received.
3. CenturyLink – Comments from CenturyLink were received requesting an easement be reserved for facilities currently located in the right-of-way.
4. Engineering – All existing access points onto Auburn Avenue and 3rd Street NE to the parcels benefiting from the vacation will need to be closed, including removing curb cuts and replacing with sidewalk, and an access point to the parcels would need to be established from B Street NE. This would need to be completed within 18 months if the proposed vacation is approved or the vacation should be null and void.
5. Transportation – A condition of approval is the requirement to create an access easement and construct a new alley connection between the southern terminus of the existing public alley (following the vacation) and B Street NE.
6. Water – No comments. An easement is not needed as there are no water facilities.
7. Sewer – An easement will need to be retained across the proposed vacation area for the existing sewer line.
8. Storm –No comments. An easement is not needed as there are no storm facilities.
9. Planning – No comments.
10. Fire – No comments as the alley is not considered part of fire access.
11. Police – No comments.
12. Streets – No comments.
13. Construction –No comments.
14. Innovation and Technology – No comments

Assessed Value:

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

RCW 35.79.030 states the vacation “shall not become effective until the owners of property abutting upon the street or alley, or part thereof so vacated, shall compensate such city or town in an amount which does not exceed one-half the appraised value of the area so vacated. If the street or alley has been part of a dedicated public right-of-way for twenty-five years or more, or if the subject property or portions thereof were acquired at public expense, the city or town may require the owners of the property abutting the street or alley to compensate the city or town in an amount that does not exceed the full appraised value of the area vacated.”

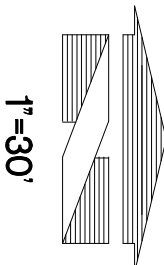
An appraisal by an MAI appraiser of the subject right-of-way was required to be submitted by the applicant. The appraisal was reviewed and found to be acceptable. The appraisal values the right-of-way in a “SALES APPROACH VALUE” at \$55,000.00. The right-of-way has been right-of-way for more than 25 years and was acquired through dedication for street purposes with the plat of Meadow Addition to Auburn on December 20, 1909.

Recommendation:

Staff recommends that the street vacation be granted subject to the following conditions:

1. An easement shall be reserved for City of Auburn sanitary sewer facilities.
2. An easement shall be reserved for Puget Sound Energy electric facilities.
3. An easement shall be reserved for CenturyLink telecommunications facilities.
4. A public access easement from the southern terminus of the existing public alley (following vacation) to B Street NE shall be reserved and constructed to City standards for the purposes of allowing vehicular, pedestrian, and emergency access, to individual parcels north of the vacation area and adjacent to the vacation area.

5. After completion of Condition No. 4, all existing access points onto Auburn Avenue and 3rd St NE to Parcel Nos. 5405100015, 5405100025, 0492000481, and 0492000480 shall be closed by removing curb cuts and replacing with sidewalk.
6. Completion of Condition Nos. 4 and 5 above shall be accomplished within 18 months of the approval of the vacation or the vacation shall be null and void.
7. Staff recommends that compensation for the value of the right-of-way not be required as it was acquired through dedication of a plat at no cost to the City.



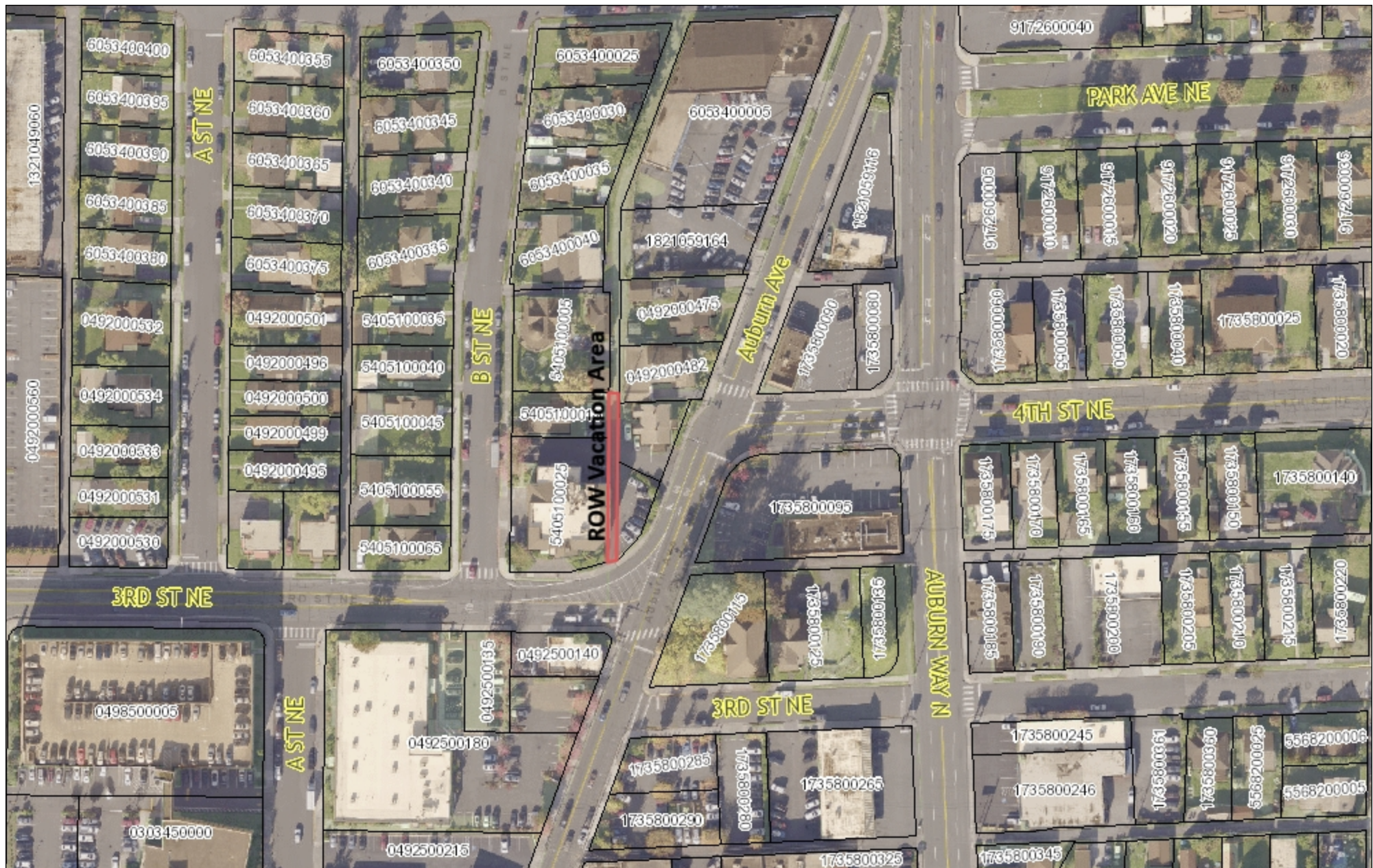
PARKING TOTAL

EXISTING PARKING STALLS	15
NEW PARKING STALLS (19'x9')	30
NEW COMPACT STALLS	21
OFFSITE LOTS	10
TOTAL:	76

Designed <u>JEP</u> Drawn <u>JEP</u> Checked <u>DKB</u> Approved <u>DKB</u> Date <u> </u>	Scale: Horizontal 1"=30' Vertical -	 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	For: DAVIS PROPERTY AND INVESTMENT 22757 72ND AVE S #E106 KENT, WA 98032	Title: SITE PLAN OPTION 7 UPDATED	Job Number 20449
					Sheet 1 of 1

ROW Vacation #V1-19 Alley north of 3rd St NE between B St NE & Auburn Ave

Printed Date: 12/13/2019
Map Created by City of Auburn eGIS
Imagery Date: May 2015



262.7 0 131.4 262.7 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

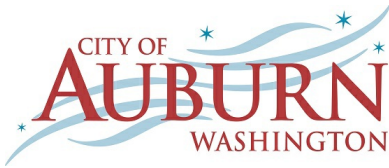
1 in = 131 ft

1:1,576

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Modification to the 2020-2025 TIP (Gaub)(5 Minutes)

Department:

Public Works

Attachments:

[TIP Sheets](#)

Date:

February 3, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

State law requires the TIP to be updated and adopted on an annual basis. The current TIP was adopted in June 2019 and has since been modified twice to add or modify projects due to changes in funding availability. This proposed TIP modification is needed to update the TIP to reflect recent grant awards as follows:

SUMMARY OF PROPOSED AMENDMENTS TO THE 2020-2025 TIP

Additions: The following projects are proposed to be added to the TIP:

- TIP I-17: Citywide LED Street Lighting and Controls (\$2.70M) – This phase of the project will upgrade all City owned “cobra head” style street lights to LED and add smart lighting control technology. Federal grant funding for this phase of the project was awarded in 2019. Future phases to upgrade other types of City street lights (such as decorative residential and downtown lights) to LED will be considered as additional funding is available.
- TIP P-9: Lea Hill Bridge Deck Preservation (\$0.65M) – This project will grind and overlay the bridge deck in an effort to extend the overall service life of the bridge. Federal grant funding for the project was awarded in January of 2020.
- TIP P-13: 3rd Street SW Bridges Deck Preservation (\$0.67M) – This project will seal and overlay the 3rd Street SW bridge decks in an effort to extend the overall service life of the bridges. The following bridges are included in the project: 3rd Street SW off-ramp, 3rd Street SW over the BNSF tracks, and 3rd Street SW over A Street SW. Federal grant funding for the project was awarded in January of 2020.

Modifications: The following existing projects are proposed to be modified:

- TIP P-4: Bridge Deck Preservation Program (\$0.1M/year) – the 2020 and 2021 funds from this program were reallocated to P-9 and P-13 to provide the required local match

for the grant funds.

- TIP P-5: Bridge Structure Preservation Program (\$0.05M/biennium) - the 2020 and 2021 funds from this program were reallocated to P-9 and P-13 to provide the required local match for the grant funds.

NEXT STEPS:

The public hearing and adoption of the TIP modifications with resolution 5495 are scheduled for the February 18th Council meeting.

Reviewed by Council Committees:

Councilmember:

Staff:

Gaub

Meeting Date: February 10, 2020

Item Number:

Six Year Transportation Improvement Plan

CAPITAL IMPROVEMENT FUND (328)

TIP# I-17

Project Title: **Citywide LED Street Lighting and Controls**
 Project No: **cp1920**
 Project Type: **Non-Capacity**
 Project Manager: **Scott Nutter**

STIP# AUB-N/A

LOS Corridor ID# N/A

Description:

This project will convert all City owned street lights to LED. The first phase of the project will convert all City owned "cobra head" street lights to LED and add smart lighting control technology. Federal grant funding for this phase of the project was awarded in 2019. Future phases to upgrade other types of City street lights (such as decorative residential and downtown lights) to LED will be considered as additional funding is available.

Progress Summary:

A detailed audit of all existing City owned lights and the design phase of the project have been completed. The construction phase of the project is programmed to begin during Spring 2020.

Future Impact on Operating Budget:

This project is anticipated to have a positive impact to the operating budget for street maintenance.

Activity:	2019 YE		Budget			Forecast Project Cost				Total Project Cost
	Prior to 2019	Estimate	2020	2021	2022	2023	2024	2025	Beyond 2025	
Funding Sources:										
Cap. Imp. Fund Balance	-	-	-	-	-	-	-	-	-	-
Secured Grant	-	-	497,988	2,012	-	-	-	-	-	500,000
REET 2	-	-	1,813,000	37,000	-	-	-	-	-	1,850,000
Other (PSE)	-	-	350,000	-	-	-	-	-	-	350,000
Total Funding Sources:	-	-	2,660,988	39,012	-	-	-	-	-	2,700,000
Capital Expenditures:										
Design	-	-	112,294	-	-	-	-	-	-	112,294
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	2,548,694	39,012	-	-	-	-	-	2,587,706
Total Expenditures:	-	-	2,660,988	39,012	-	-	-	-	-	2,700,000

Six Year Transportation Improvement Plan

TIP# P-9

ARTERIAL PRESERVATION FUND (105)

Project Title: **Lea Hill Bridge Deck Preservation**
 Project No: **CP2007**
 Project Type: **Preservation**
 Project Manager: **TBD**

STIP# AUB-N/A

LOS Corridor ID# 19

Description:

This project will grind and overlay the bridge deck in an effort to extend the overall service life of the bridge.

Progress Summary:

Federal Grant funding was awarded in 2020.

Future Impact on Operating Budget:

There is no impact to the street maintenance budget.

Activity:	Funding Sources:	Prior to 2019	2019 YE Estimate	Budget			Forecast Project Costs				Total Project Cost
				2020	2021	2022	2023	2024	2025	Beyond 2025	
	<i>Arterial Preservation Fund</i>	-	-	50,000	50,000	-	-	-	-	-	100,000
	<i>Secured Federal Grant</i>	-	-	30,000	517,850	-	-	-	-	-	547,850
	<i>Other</i>	-	-	-	-	-	-	-	-	-	-
	Total Funding Sources:	-	-	80,000	567,850	-	-	-	-	-	647,850
	Capital Expenditures:										
	<i>Design</i>	-	-	80,000	-	-	-	-	-	-	80,000
	<i>Right of Way</i>	-	-	-	-	-	-	-	-	-	-
	<i>Construction</i>	-	-	-	567,850	-	-	-	-	-	567,850
	Total Expenditures:	-	-	80,000	567,850	-	-	-	-	-	647,850

Six Year Transportation Improvement Plan

TIP# P-13

ARTERIAL PRESERVATION FUND (105)

Project Title: **3rd Street SW Bridges Deck Preservation**
 Project No: **CP2006**
 Project Type: **Preservation**
 Project Manager: **TBD**

STIP# AUB-N/A

LOS Corridor ID# 2

Description:

This project will seal and overlay the 3rd Street SW bridge decks in an effort to extend the overall service life of the bridges. The following bridges are included in the project: 3rd Street off-ramp, 3rd Street SW over the BNSF tracks, and 3rd Street SW over A Street SW.

Progress Summary:

Federal Grant funding was awarded in 2020.

Future Impact on Operating Budget:

There is no impact to the street maintenance budget.

Activity:	Funding Sources:	2019 YE Prior to 2019 Estimate	Budget			Forecast Project Costs				Total Project Cost
			2020	2021	2022	2023	2024	2025	Beyond 2025	
	<i>Arterial Preservation Fund</i>	-	100,000	50,000	-	-	-	-	-	150,000
	<i>Secured Federal Grant</i>	-	20,000	503,540	-	-	-	-	-	523,540
	<i>Other</i>	-	-	-	-	-	-	-	-	-
	Total Funding Sources:	-	120,000	553,540	-	-	-	-	-	673,540
	Capital Expenditures:									
	<i>Design</i>	-	120,000	-	-	-	-	-	-	120,000
	<i>Right of Way</i>	-	-	-	-	-	-	-	-	-
	<i>Construction</i>	-	-	553,540	-	-	-	-	-	553,540
	Total Expenditures:	-	120,000	553,540	-	-	-	-	-	673,540

Six Year Transportation Improvement Plan

ARTERIAL PRESERVATION FUND (105)

TIP# P-4

Project Title: **Bridge Deck Preservation Program**
 Project No: **Varies**
 Project Type: **Preservation**
 Project Manager: **Scott Nutter**

STIP# AUB-N/A

LOS Corridor ID# N/A

Description:

This is an annual program to fund the rehabilitation of bridge decks as identified by the City's annual bridge inspection program.

Progress Summary:

The 2020 and 2021 budget are being used as the local match for grant funds awarded to P-9 and P-13.

Future Impact on Operating Budget:

This project will have no impact on the operating budget for street maintenance.

Activity:	2019 YE Estimate	Budget			Forecast Project Cost				Total Project Cost
		Prior to 2019	2020	2021	2022	2023	2024	2025	Beyond 2025
Funding Sources:									
Arterial Preservation Fund	-	100,000	-	-	100,000	100,000	100,000	100,000	-
Unsecured Grant	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-
Total Funding Sources:	-	100,000	-	-	100,000	100,000	100,000	100,000	-
	-								
Capital Expenditures:									
Design	-	10,000	-	-	10,000	10,000	10,000	10,000	-
Right of Way	-	-	-	-	-	-	-	-	-
Construction	-	90,000	-	-	90,000	90,000	90,000	90,000	-
Total Expenditures:	-	100,000	-	-	100,000	100,000	100,000	100,000	-

Six Year Transportation Improvement Plan

ARTERIAL PRESERVATION FUND (105)

TIP# P-5

Project Title: **Bridge Structure Preservation Program**
 Project No: **Varies**
 Project Type: **Preservation**
 Project Manager: **Scott Nutter**

STIP# AUB-N/A

LOS Corridor ID# N/A

Description:

This is a bi-annual program to fund improvements to bridge structures identified by the City's annual bridge inspection program.

Progress Summary:

Future Impact on Operating Budget:

This project will have no impact on the operating budget for street maintenance.

Activity:	2019 YE		Budget			Forecast Project Cost				Total Project Cost
	Prior to 2019	Estimate	2020	2021	2022	2023	2024	2025	Beyond 2025	
Funding Sources:										
Arterial Preservation Fund	-	-	-	-	50,000	-	50,000	-	50,000	150,000
Grants (Fed, State, Local)	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	-	-	-	-	50,000	-	50,000	-	50,000	150,000
Capital Expenditures:										
Design	-	-	-	-	5,000	-	5,000	-	5,000	15,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	45,000	-	45,000	-	45,000	135,000
Total Expenditures:	-	-	-	-	50,000	-	50,000	-	50,000	150,000