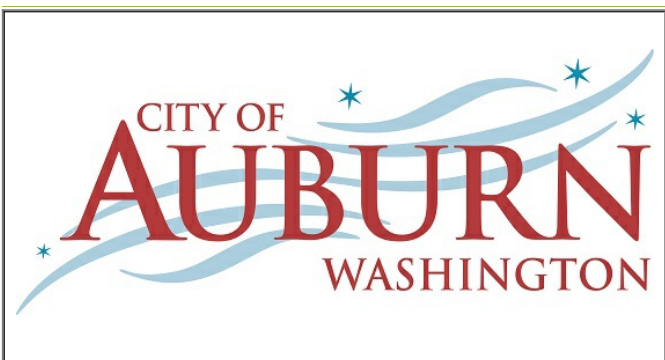


	City Council Meeting January 19, 2021 - 7:00 PM Virtual AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. VIRTUAL PARTICIPATION LINK

1. Virtual Participation Link

The Auburn City Council Meeting scheduled for Monday, January 19, 2021 at 7:00 p.m. will be held virtually and telephonically. To attend the meeting virtually please click the link or enter the meeting ID into the Zoom app or call into the meeting at the phone number listed below.

Per Governor Inslee's Emergency Proclamation 20-28 and Healthy Washington - Roadmap to Recovery plan, the City of Auburn is prohibited from holding in-person meetings at this time. The location for the City Council meetings will be virtual until the Governor of Washington State authorizes local governments to conduct in-person meetings.

The link to the Virtual Meeting or phone number to listen to the Council Meeting is:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://zoom.us/j/92202854089>

Or join by phone:

253 215 8782
877 853 5257 (Toll Free)

Webinar ID: 922 0285 4089

A. Pledge of Allegiance

B. Roll Call

III. AGENDA MODIFICATIONS

IV. NEW BUSINESS

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

1. Virtual Participation

Any interested person is invited to submit written comments voicing approval or disapproval on the TIP Modifications or the Right-of-Way Vacation. All written comments must be received prior to 5:00 p.m. on January 19, 2021.

Please mail comments to: City of Auburn Attn:
Shawn Campbell, City Clerk
25 W Main St Auburn,
WA 98001

Please fax comments to:
Attn: Shawn Campbell,
City Clerk Fax number: 253-804-3116

Email comments to:
publiccomment@auburnwa.gov

2. Public Hearing for TIP Modifications (Gaub)

City Council to conduct a Public Hearing to consider the modification of the 2021-2026 Transportation Improvement Program

3. Public Hearing for Right-of-Way Vacation No. V2-20
(Gaub)

City Council to conduct a Public Hearing to consider Right-of-Way Vacation No. V2-20

B. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue.

1. Virtual Participation

Participants can submit written comments via mail, fax or email. All written comments must be received prior to 5:00 p.m. on the day of the scheduled meeting and must be 350 words or less.

Please mail comments to:
City of Auburn
Attn: Shawn Campbell, City Clerk
25 W Main St
Auburn, WA 98001

Please fax comments to:
Attn: Shawn Campbell, City Clerk
Fax number: 253-804-3116

Email comments to:
publiccomment@auburnwa.gov

C. Correspondence - (There is no correspondence for Council review.)

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baggett)

VII. CONSENT AGENDA

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

- A. Minutes of the January 4, 2021 Regular Council Meeting

- B. Minutes of the January 11, 2021 Study Session

- C. Claim Vouchers (Thomas)

Claim voucher list dated January 19, 2021 which includes voucher numbers 462123 through 462293 in the amount of \$3,590,726.91 and two wire transfers in the amount of \$443,532.02

Claim voucher list dated January 19, 2021 which includes voucher numbers 462294 through 462341 in the amount of \$3,575,062.58 and three wire transfers in the amount of \$601,461.74

- D. Payroll Vouchers (Thomas)

Payroll check numbers 539083 through 539100 in the amount of \$79,616.65, and electronic deposit transmissions in the amount of \$2,280,230.14, for a grant total of \$2,359,846.79 for the period covering December 30, 2020 to January 12, 2020

(RECOMMENDED ACTION: Move to approve the Consent Agenda.)

VIII. UNFINISHED BUSINESS

IX. ORDINANCES

- A. Ordinance No. 6809 (Tate)

An Ordinance amending Section 18.36.020 of the Auburn City Code (ACC) by adding back Subsection B 'Site Plan Approval'

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6809.)

- B. Ordinance No. 6810 (Gaub)

An Ordinance granting Right-of-Way Vacation No. V2-20

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6810.)

- C. Ordinance No. 6811 (Tate)

An Ordinance relating to building codes and amending the effective date for Ordinance 6763

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6811.)

X. RESOLUTIONS

A. Resolution No. 5573 (Thomas)

A Resolution relating to the Auburn Food Bank's operation of the Daytime Resource Center and authorizing the Mayor to negotiate, administer, and execute an agreement with the Auburn Food Bank

(RECOMMENDED ACTION: Move to adopt Resolution No. 5573.)

B. Resolution No. 5574 (Thomas)

A Resolution relating to the Auburn Food Bank's operation of the Night Shelter and authorizing the Mayor to negotiate, administer, and execute an agreement with the Auburn Food Bank

(RECOMMENDED ACTION: Move to adopt Resolution No. 5574.)

C. Resolution No. 5576 (Gaub)

A Resolution approving and adopting the modification of the 2021-2026 Transportation Improvement Program to address recent grant awards

(RECOMMENDED ACTION: Move to adopt Resolution No. 5576.)

D. Resolution No. 5578 (Gaub)

A Resolution authorizing the Mayor to accept a state grant from the Washington State Department of Transportation (WSDOT) in the amount of \$414,000 for the High Friction Surface Treatment Project

(RECOMMENDED ACTION: Move to adopt Resolution No. 5578.)

E. Resolution No. 5579 (Gaub)

A Resolution authorizing the Mayor to enter into an easement agreement with Puget Sound Energy, Inc.

(RECOMMENDED ACTION: Move to adopt Resolution No. 5579.)

F. Resolution No. 5580 (Hinman)

A Resolution authorizing the Mayor to negotiate and execute an airport land lease agreement with MD 500 Development, LLC.

(RECOMMENDED ACTION: Move to adopt Resolution No. 5580.)

G. Resolution No. 5581 (Comeau)

A Resolution temporarily designating the locations for Regular, Special and Study Session Meetings of the City Council and of the Committees, Boards and Commissions of the City as Virtual Locations until Washington's Governor authorizes local governments to conduct in-person meetings

(RECOMMENDED ACTION: Move to adopt Resolution No. 5581.)

XI. MAYOR AND COUNCILMEMBER REPORTS

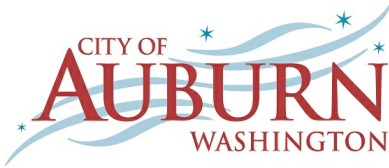
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. From the Council

B. From the Mayor

XII. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for TIP Modifications (Gaub)

Date:

December 23, 2020

Department:

Public Works

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to hold a public hearing in consideration of the modification of the 2021-2026 Transportation Improvement Program. See Resolution No. 5576 for further action on this item.

Background Summary:

Changes to the Transportation Improvement Plan (TIP) require a public hearing and adoption of the change by resolution of the City Council. This TIP modification is needed to update the TIP to reflect recent grant awards as follows:

Additions:

- TIP P-14: 4th Street SE Preservation (\$2.91M) – This project will replace pavement and utilities on 4th Street SE from Auburn Way South to L Street SE. A pavement grind and overlay is planned between Auburn Way South and D Street SE. Full depth pavement reclamation is planned from D Street SE to L Street SE. The project will also include replacement of City utilities, removal of sidewalk obstructions, replacement of sidewalk and curb ramps as needed to address ADA requirements, and other improvements. Transportation Improvement Board (TIB) grant funding for the project was awarded in November of 2020.
- TIP R-10: High Friction Surface Treatment (\$0.42M) – The project will install a high friction surface treatment (HFST) at six different curved roadway segments throughout the City. The HFST involves the application of fine/rough aggregate to the pavement using a polymer binder to increase pavement friction. The higher pavement friction helps motorists maintain better control in both dry and wet driving conditions, reducing the potential for a crash. WSDOT administered grant funding for the project was awarded in November of 2020.

Modifications:

- TIP P-1: Arterial Street Preservation Program (\$2.2M/year) – a portion of the 2021 and 2022 funds from this program were reallocated to P-14 to provide the required local match for the grant funds.

The date of the public hearing was set by consent on January 4, 2021.

Reviewed by Council Committees:

Councilmember:

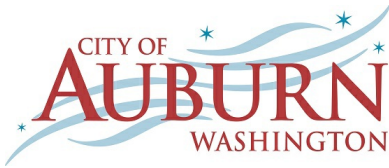
Staff:

Gaub

Meeting Date: January 19, 2021

Item Number:

PH.2



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for Right-of-Way Vacation No. V2-20 (Gaub)

Date:

January 11, 2021

Department:

Public Works

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to hold a public hearing in consideration of Right-of-Way Vacation No. V2-20. See Ordinance No. 6810 for further action on this item.

Background Summary:

Per Auburn City code Chapter 12.48 a public hearing shall be held to consider the proposed Right-of-Way Vacation for V2-20 for the right-of-way of the alley north of Auburn Way South, between Dogwood Street SE and Fir Street SE.

The date of the public hearing was set by Resolution No. 5566 on December 21, 2020.

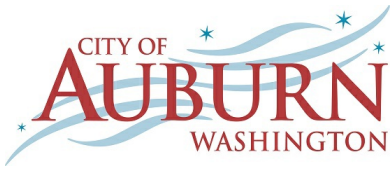
Reviewed by Council Committees:**Councilmember:****Staff:**

Gaub

Meeting Date: January 19, 2021

Item Number:

PH.3



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the January 4, 2021 Regular Council Meeting

Department:

City Council

Attachments:

[01-04-2021 Minutes](#)

Date:

January 11, 2021

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

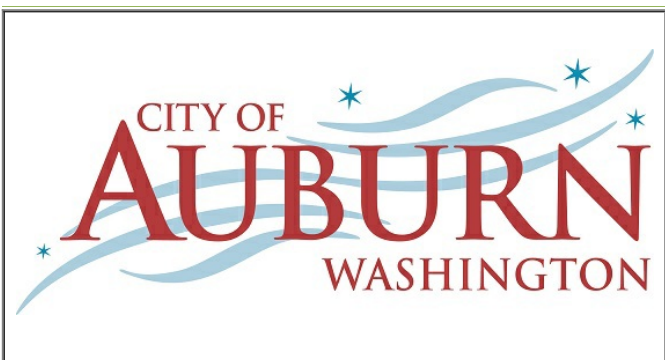
Revised Budget: \$0

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

Meeting Date: January 19, 2021

Staff:

Item Number: CA.A

	City Council Meeting January 4, 2021 - 7:00 PM Virtual MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. **CALL TO ORDER**

II. **VIRTUAL PARTICIPATION LINK**

1. Virtual Participation Link

The City Council Meeting was held virtually.

A. **Pledge of Allegiance**

Mayor Nancy Backus called the meeting to order at 7:03 p.m. and led those in attendance in the Pledge of Allegiance.

B. **Roll Call**

Councilmembers virtually present: Deputy Mayor Claude DaCorsi, Bob Baggett, Larry Brown, James Jeyaraj, Robyn Mulenga, Chris Stearns and Yolanda Trout-Manuel.

Councilmember Baggett had connectivity issues and joined the meeting at 7:12 p.m.

Mayor Nancy Backus and the following department directors and staff members were present: Innovation and Technical Support Specialist Danika Olson, Director of Innovation and Technology David Travis and City Clerk Shawn Campbell.

The following department directors and staff members attended the meeting virtually: City Attorney Kendra Comeau, Director of Public Works Ingrid Gaub, Director of Community Development Jeff Tate, Development Services Manager Jason Krum, Director of Finance Jamie Thomas, Director of Park, Arts and Recreation Daryl Faber, Director of Human Resources and Risk Management Candis Martinson and Assistant Director of Innovation and Technology Ashley Riggs.

III. **ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

There were no announcements, proclamations or presentations.

IV. APPOINTMENTS

There were no appointments.

V. AGENDA MODIFICATIONS

Updated December 21, 2020 minutes were provided to Council.

VI. NEW BUSINESS

There was no new business.

VII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings - (No public hearing is scheduled for this evening.)

B. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue.

1. Virtual Participation

Bob Zimmerman, 33029 46th Place South, Auburn
Mr. Zimmerman expressed his concern with Auburn City Code regarding propane tanks.

C. Correspondence

There was no correspondence for Council to review.

VIII. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baggett)

Councilmember Stearns, Chair of the Finance ad hoc committee, reported he and Councilmember Baggett have reviewed the claims and payroll vouchers described on the Consent Agenda this evening and recommended their approval.

IX. CONSENT AGENDA

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

A. Minutes of the December 14, 2020 Study Session

B. Minutes of the December 21, 2020 Regular Council Meeting

C. Claim Vouchers (Thomas)

Claim voucher list dated January 4, 2021 which includes voucher numbers 461953 through 462122 in the amount of \$1,676,176.36 and two wire transfers in the amount of \$173,772.98

D. Payroll Vouchers (Thomas)

Payroll check numbers 539054 through 539058 in the amount of \$577,002.41, manual payroll check numbers 539059 through 539082 in the amount of \$12,675.29, and electronic deposit transmissions in the amount of \$2,489,707.38, for a grant total of \$3,079,385.08 for the period covering December 16, 2020 to December 29, 2020

E. Setting date for Public Hearing for the TIP (Gaub)

Set date for Public Hearing to Modify the 2021-2026 Transportation Improvement Program

Deputy Mayor DaCorsi moved and Councilmember Brown seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 6-0

X. **UNFINISHED BUSINESS**

There was no unfinished business.

XI. **ORDINANCES**

A. Ordinance No. 6763 (Tate)

An Ordinance amending sections of Auburn City Code Title 15 relating to building codes

Councilmember Brown moved and Councilmember Trout-Manuel seconded to adopt Ordinance No. 6763.

MOTION CARRIED UNANIMOUSLY. 7-0

XII. **RESOLUTIONS**

A. Resolution No. 5575 (Gaub)

A Resolution authorizing the Mayor to accept a state grant from the Washington State Transportation Improvement Board (TIB) in the amount of \$1,747,572 for the 4th Street SE Preservation Project

Councilmember Brown moved and Councilmember Jeyaraj seconded to adopt Resolution No. 5575.

MOTION CARRIED UNANIMOUSLY. 7-0

XIII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Deputy Mayor DaCorsi encouraged people to support their local businesses.

Councilmember Stearns reported he received a COVID-19 vaccine.

Councilmember Jeyaraj encouraged people to contact their legislators to ask them to offer support to local businesses.

B. From the Mayor

Mayor Backus shared her experience volunteering with local organizations providing gifts and food to local families.

XIV. ADJOURNMENT

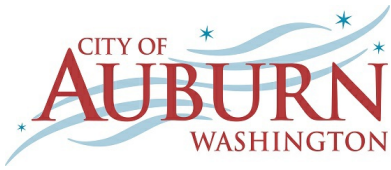
There being no further business to come before the Council, the meeting was adjourned at 7:23 p.m.

APPROVED this 19th day of January, 2021.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the January 11, 2021 Study Session

Department:

City Council

Attachments:

[01-11-2021 Minutes](#)

Date:

January 14, 2021

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

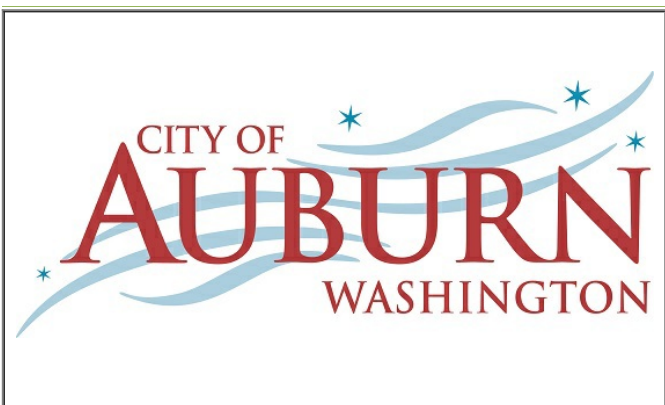
Revised Budget: \$0

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

Meeting Date: January 19, 2021

Staff:

Item Number: CA.B

	City Council Study Session Muni Services SFA January 11, 2021 - 5:30 PM Virtual AGENDA Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

Deputy Mayor DaCorsi called the meeting to order at 5:30 p.m.

II. Virtual Participation Link

A. Virtual Participation Link

The City Council Meeting was held virtually.

B. Roll Call

Councilmembers virtually present: Deputy Mayor Claude DaCorsi, Bob Baggett, Larry Brown, James Jeyaraj, Robyn Mulenga, Chris Stearns, and Yolanda Trout-Manuel.

Mayor Nancy Backus and the following department directors and staff members were present: Innovation and Technical Support Specialist Danika Olson, Director of Innovation and Technology David Travis, Assistant Chief of Police Mark Caillier and City Clerk Shawn Campbell.

The following department directors and staff members attended the meeting virtually: City Attorney Kendra Comeau, Senior Staff Attorney Harry Boesche, Director of Community Development Jeff Tate, Director of Public Works Ingrid Gaub, Assistant Director of Public Works Jacob Sweeting, Right-of-Way Specialist Amber Olds, Senior Planner Thaniel Gouk, Airport Manager Tim Mensonides, Senior Traffic Engineer James Webb, Director of Finance Jamie Thomas, Director of Administration Dana Hinman, Real Property Analyst Josh Arndt, Director of Human Resources and Risk Management Candis Martinson, Director of Parks, Arts, and Recreation Daryl Faber, and Assistant Director of Innovation and Technology Ashley Riggs.

III. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports or presentations.

IV. AGENDA MODIFICATION

There were no modifications to the agenda.

V. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Ordinance No. 6809 (Tate)(5 Minutes)

An Ordinance amending Section 18.36.020 of the Auburn City Code (ACC) by adding back Subsection B 'Site Plan approval'

Planner Gouk presented Ordinance No. 6809. He explained this ordinance reinstates a portion of code that was inadvertently deleted during a previous code amendment.

B. Ordinance No. 6810 (Gaub)(5 Minutes)

An Ordinance vacating right-of-way of the alley north of Auburn Way South between Dogwood St SE and Fir St SE

Specialist Olds presented Ordinance No. 6810 to the City Council. She explained the proposed vacation and what the Muckleshoot Indian Tribe intends to do with the right-of-way vacation. She also reviewed the staff supported conditions.

Council discussed homeowner comments and the condition for applicant to build an acoustic wall.

C. Modification to the 2021-2026 TIP (Gaub)(10 Minutes)

Engineer Webb presented the City Council with the proposed modifications to the 2021-2026 Transportation Improvement Program. He reviewed the proposed changes and that the City has acquired grant funding for these projects.

Council discussed the high friction surface application, costs and environmental impacts.

D. Resolution No. 5573 (Thomas)(5 Minutes)

A Resolution relating to the Auburn Food Bank's operation of the Daytime Resource Center and authorizing the Mayor to negotiate, administer, and execute an agreement with the Auburn Food Bank

Director Thomas presented Council with the proposed agreement with the Auburn Food Bank for the Daytime Resource Center.

E. Resolution No. 5574 (Thomas)(5 Minutes)

A Resolution relating to the Auburn Food Bank's operation of the Night Shelter and authorizing the Mayor to negotiate, administer, and execute an agreement with the Auburn Food Bank

Director Thomas presented Council with the proposed agreement with the Auburn Food Bank for the Night Shelter.

Council discussed the time line for moving into the new location, ensuring language to protect discrimination based on sex and tenant improvements needed for the new locations.

F. Resolution No. 5580 (Hinman)(10 Minutes)

A Resolution authorizing the Mayor to negotiate and execute a land lease agreement with MD 500 Development, LLC.

Manager Mensonides and Analyst Arndt provided Council the proposed land leases and the economic impact to the City. They also reviewed the two sights at the proposed hangers.

Council discussed the capacity of the box hangers, rent rates, the fact that the lease is for the land not the product the developer puts on the land, timing for the lease agreements and tax on the improvements.

VI. MUNICIPAL SERVICES DISCUSSION ITEMS

A. King County District Court ILA (Martinson)(30 Minutes)

Interlocal Agreement with King County District Court for provision of Municipal Court Services

Councilmember Jeyaraj presided over this section of the meeting.

Director Martinson presented Council the proposed King County District Court Interlocal Agreement. Director Martinson provided Council with a brief history for the King County District Court. She reviewed the historic Court costs and the proposed Interlocal Agreement.

Council discussed that all of the other contracted cities will sign the same interlocal agreement.

VII. OTHER DISCUSSION ITEMS

There were no other discussion items.

VIII. NEW BUSINESS

There was no new business.

IX. ADJOURNMENT

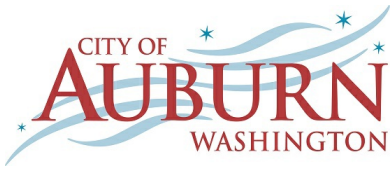
There being no further business to come before the Council, the meeting was adjourned at 6:51 p.m.

APPROVED this 19th day of January, 2021.

CLAUDE DACORSI, DEPUTY MAYOR Shawn Campbell, City Clerk

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(<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:

Claim Vouchers (Thomas)

Date:

December 29, 2020

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claim Vouchers.

Background Summary:

Claim voucher list dated January 19, 2021 which includes voucher numbers 462123 through 462293 in the amount of \$3,590,726.91 and two wire transfers in the amount of \$443,532.02.

Claim voucher list dated January 19, 2021 which includes voucher numbers 462294 through 462341 in the amount of \$3,575,062.58 and three wire transfers in the amount of \$601,461.74.

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

Thomas

Meeting Date: January 19, 2021

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Thomas)

Date:

December 29, 2020

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Payroll Vouchers.

Background Summary:

Payroll check numbers 539083 through 539100 in the amount of \$79,616.65, and electronic deposit transmissions in the amount of \$2,280,230.14, for a grant total of \$2,359,846.79 for the period covering December 30, 2020 to January 12, 2020.

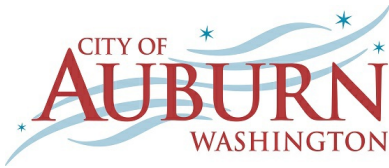
Reviewed by Council Committees:**Councilmember:****Staff:**

Thomas

Meeting Date: January 19, 2021

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6809 (Tate)

Department:

Community Development

Attachments:

[Ordinance No. 6809](#)

[Exhibit A to Ordinance No. 6809](#)

Date:

January 12, 2021

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6809.

Background Summary:

Ordinance No. 6779 amended Chapter 18.68 ACC 'Zoning Map and Text Amendments' (formerly known as only 'Amendments'). During that amendment process Subsection B of ACC 18.36.020 was inadvertently shown as struck-out, whereas the only change intended to this Section was to update a reference back to Ch. 18.68 ACC. This ordinance will correct this error by adding back ACC18.36.020(B). No Planning Commission review or public notice is required per ACC 18.68.030(B)(2) 'Procedural Zoning Text Amendments'.

Reviewed by Council Committees:**Councilmember:**

Meeting Date: January 19, 2021

Staff:

Item Number:

Tate

ORD.A

ORDINANCE NO. 6809

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTION 18.36.020 OF THE AUBURN CITY CODE (ACC) BY ADDING SUBSECTION B 'SITE PLAN APPROVAL'.

WHEREAS, on July 20, 2020 the Auburn City Council Passed Ordinance No. 6779, amending certain sections of the Auburn City Code (ACC), including ACC 18.36.020; and

WHEREAS, Section 3 of Ordinance No. 6779 inadvertently deleted subsection 'B' of ACC 18.36.020; and

WHEREAS, it is appropriate to add back this inadvertently deleted text language to Ch. 18.36 ACC; and

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

Section 1. Amendment to City Code. Section 18.36.020 ACC is amended to read as shown in Exhibit A of this Ordinance.

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____

ORDINANCE 6809 – EXHIBIT A

18.36.020 Process.

The approval process for business parks is in two steps. The first step in the conceptual approval of the business park, by the hearing examiner and city council, this step also approves the rezone to the business park district. The second step is the approval of the site plan by the planning director.

A. Conceptual Approval.

1. Conceptual approval of a business park shall be applied by the rezone process as specified in ACC 18.68.030(A)(1). The rezone shall be a contract rezone and shall include an agreement that establishes the type, square footage and general location of the uses; the location and size of the park; restrictive covenants; public improvements; and the responsibilities of the owner/developer.
2. A BP district shall only be approved when the owner/developer has demonstrated that a public benefit will result and the project contains architectural, site, and landscape design standards that are significantly superior to those typically required in the other industrial and commercial zones.
3. No significant impacts on the public infrastructure shall occur that cannot be effectively mitigated by the development of the business park.
4. If the approval of the business park requires a subdivision of property, the preliminary plat may be processed concurrently.

B. Site Plan Approval.

1. The site plan of a business park shall be approved by the planning director.
2. From the date of filing a complete application the planning director shall within 30 calendar days either approve, deny, or approve with conditions the site plan. The decision of the director shall be final unless appealed to the hearing examiner pursuant to ACC 18.70.050.
3. The city attorney shall prepare the necessary documents, approving the site plan, which shall be recorded at the appropriate King County office, for properties located in King County, or recorded at the appropriate Pierce county office for properties located in Pierce County.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6810 (Gaub)

Date:

January 11, 2021

Department:

Public Works

Attachments:

[Ordinance No. 6810](#)

[Exhibit A](#)

[Exhibit B](#)

[Staff Report](#)

[Vicinity Map](#)

[Site Plan](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6810.

Background Summary:

Muckleshoot Development Corporation has applied to the City for vacation of the right-of-way of the Alley located north of Auburn Way South, between Dogwood St SE and fir St SE. The applicant owns the adjacent parcel # 2021059024 to the south and is proposing to incorporate the right-of-way into development of the adjacent property.

The proposed vacation area was originally dedicated to the City of Auburn for ally purposes by Quit Claim Deed on May 20, 1965.

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.

Ordinance No. 6810, if adopted by City Council, approves Right-of-Way Vacation No. V2-20 and vacates the right-of-way subject to conditions outlined in the Ordinance.

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

Gaub

Meeting Date: January 19, 2021

Item Number:

ORD.B

ORDINANCE NO. 6810

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN WASHINGTON, VACATING RIGHT-OF-WAY OF THE ALLEY NORTH OF AUBURN WAY SOUTH BETWEEN DOGWOOD ST SE AND FIR ST SE, 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 right-of-way located within the alley north of Auburn Way South, between Dogwood St SE and Fir St SE, within the City of Auburn, 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 19th day of January, 2021, 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 the Alley north of Auburn Way South, between Dogwood St SE and Fir St SE, located within the City of Auburn, Washington, legally described as follows:

THE ALLEY, 16 FEET IN WIDTH, CONVEYED TO THE CITY OF AUBURN BY QUIT CLAIM DEED UNDER RECORDING NUMBER 5881425, DATED MAY 20, 1965, RECORDS OF KING COUNTY, WASHINGTON, IN THE SOUTHEAST

Ordinance No. 6810
ROW Vacation V2-20
January 4, 2021
Page 1 of 6

QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, FOREST VILLA ADDITION TO THE CITY OF AUBURN, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 62 OF PLATS, PAGE 15, RECORDS OF KING COUNTY; THENCE ALONG THE SOUTH LINE OF SAID PLAT SOUTH 88°17'59" EAST, A DISTANCE OF 592.90 FEET TO THE SOUTHEAST CORNER OF LOT 8 OF SAID PLAT ALSO BEING A POINT ON THE WEST RIGHT OF WAY MARGIN OF FIR STREET SE.; THENCE ALONG SAID WEST MARGIN SOUTH 01°42'01" WEST, A DISTANCE OF 16.00 FEET TO THE SOUTH LINE OF THE AFOREMENTIONED QUIT CLAIM DEED; THENCE ALONG SAID SOUTH LINE NORTH 88°17'59" WEST, A DISTANCE OF 592.77 FEET TO THE EAST RIGHT OF WAY MARGIN OF DOGWOOD STREET SE.; THENCE ALONG SAID EAST MARGIN NORTH 01°14'45" EAST, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,485 SQ. FT, 0.22 ACRES, MORE OR LESS.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON ALL LYING WITHIN THE MUCKLESHOOT INDIAN RESERVATION.

[Also identified as Exhibit "A".]

and as shown on the survey, a copy of which is attached, marked Exhibit "B" is vacated and 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. In accordance with RCW 35.79.030, the City hereby reserves in favor of Parcel Nos. 2599000010, 2599000020, 2599000030, 2599000030, 2599000040,

Ordinance No. 6810
ROW Vacation V2-20
January 4, 2021
Page 2 of 6

2599000060, 2599000070, and 2599000080 abutting the vacated right-of-way as described above a perpetual nonexclusive access easement under, over, through and across the vacated right-of-way as described above for the purposes of pedestrian, vehicular and pedestrian individual adjacent parcel access and adjacent private property access. The owners of the adjacent property agree not to erect any structures on said easement and shall not place trees or other obstructions on the easement that would interfere with the exercise of Grantee's rights herein.

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. 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.

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.

C. 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.

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.

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 Utility 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 applicant shall construct public improvements that permanently close the first two driveways north of the intersection of Auburn Way South on the east side of Dogwood St SE and construct a new driveway to Dogwood St SE at the west boundary of the vacated right-of-way.

F. The applicant shall construct public improvements to permanently restrict existing and new driveways along the north side of Auburn Way South from Fir St SE to Dogwood St SE to right-in/right-out.

G. The applicant shall construct a 7-foot tall fence on the north boundary of the right-of-way, including appropriate gates as may be required to provide accessibility by properties abutting the right-of-way.

H. The applicant shall construct an acoustic CMU wall and landscaping to provide mitigation of noise from the property abutting the south boundary of the vacated right-of-way.

I. In accordance with RCW 35.79.0360 and ACC 12.48.085, compensation to the City of Auburn, shall be made by the owner or owners of property adjacent thereto in the total amount of Forty-Three Thousand (\$43,000.00) Dollars for the full appraised value of the right-of-way, which has been right-of-way for more than twenty-five (25) years and for which public funds were expended.

J. This vacation shall be effective upon completion of the provisions in paragraph E, F, G, H, and I, above. The above described provisions must be completed by December 31, 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.

Ordinance No. 6810
ROW Vacation V2-20
January 4, 2021
Page 5 of 6

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, G, H, I, and J, 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: _____

Ordinance No. 6810
ROW Vacation V2-20
January 4, 2021
Page 6 of 6

EXHIBIT A
ALLEY VACATION LEGAL DESCRIPTION

THE ALLEY, 16 FEET IN WIDTH, CONVEYED TO THE CITY OF AUBURN BY QUIT CLAIM DEED UNDER RECORDING NUMBER 5881425, DATED MAY 20, 1965, RECORDS OF KING COUNTY, WASHINGTON, IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, FOREST VILLA ADDITION TO THE CITY OF AUBURN, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 62 OF PLATS, PAGE 15, RECORDS OF KING COUNTY; THENCE ALONG THE SOUTH LINE OF SAID PLAT SOUTH $88^{\circ}17'59''$ EAST, A DISTANCE OF 592.90 FEET TO THE SOUTHEAST CORNER OF LOT 8 OF SAID PLAT ALSO BEING A POINT ON THE WEST RIGHT OF WAY MARGIN OF FIR STREET SE.; THENCE ALONG SAID WEST MARGIN SOUTH $01^{\circ}42'01''$ WEST, A DISTANCE OF 16.00 FEET TO THE SOUTH LINE OF THE AFOREMENTIONED QUIT CLAIM DEED; THENCE ALONG SAID SOUTH LINE NORTH $88^{\circ}17'59''$ WEST, A DISTANCE OF 592.77 FEET TO THE EAST RIGHT OF WAY MARGIN OF DOGWOOD STREET SE.; THENCE ALONG SAID EAST MARGIN NORTH $01^{\circ}14'45''$ EAST, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,485 SQ. FT, 0.22 ACRES, MORE OR LESS.

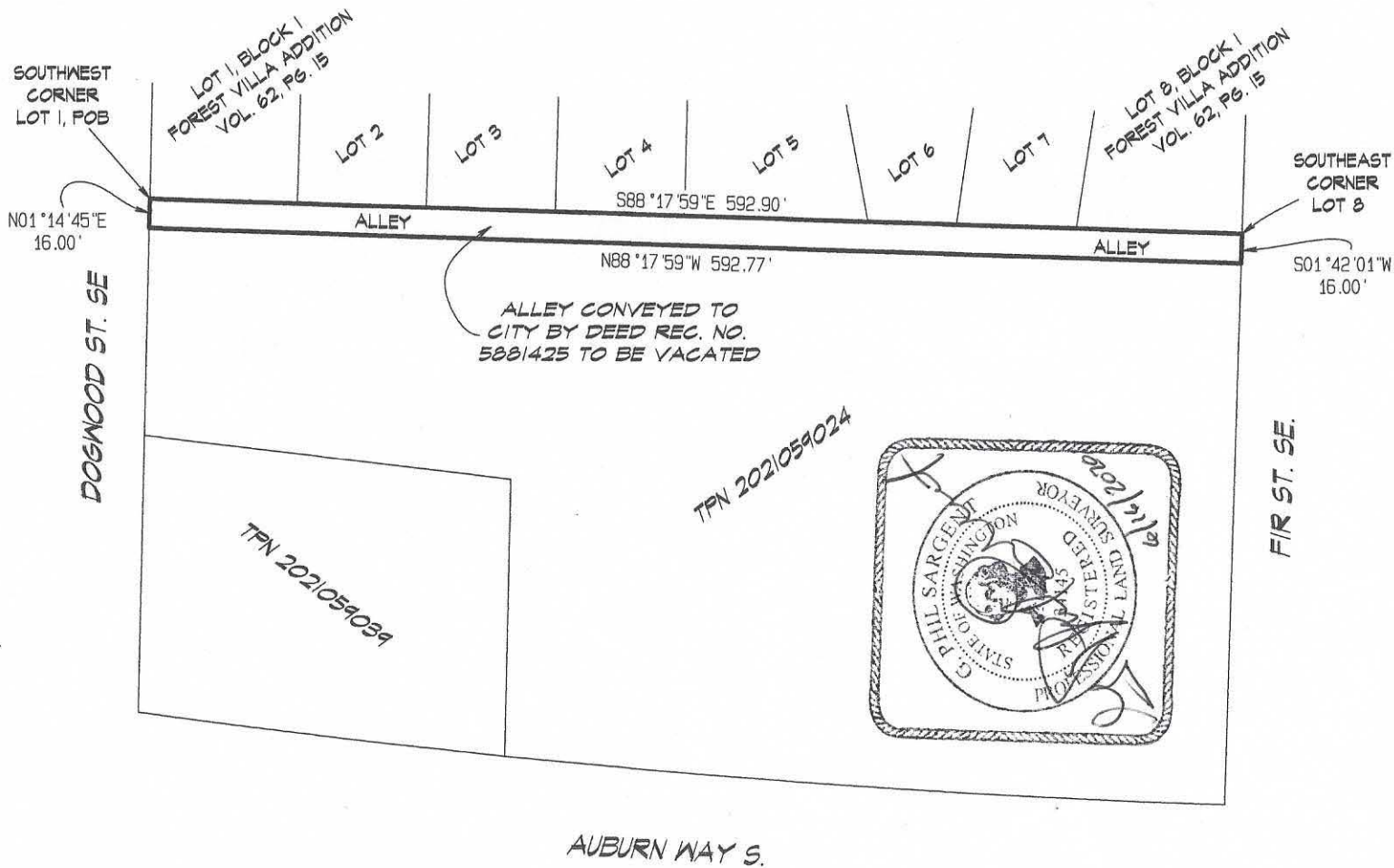
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON ALL LYING WITHIN THE MUCKLESHOOT INDIAN RESERVATION.



EXHIBIT B ALLEY VACATION DEPICTION



N.T.S.



HDGA LLC - 1036 COLE ST. ENUMCLAW, WA 98022 - HDGALLION.COM



RIGHT-OF-WAY VACATION STAFF REPORT

Right-of-Way (ROW) Vacation Number V2-20

Applicant: Muckleshoot Development Corporation

Property Location: Right-of-Way located at the Alley north of Auburn Way South, between Dogwood St SE and Fir St SE.

Description of right-of-way:

This ROW proposed for vacation consists of the Alley north of Auburn Way South, between Dogwood St SE and Fir St SE. The proposed ROW is adjacent to Parcel No. 2021059024 on the south side and Parcel Nos. 2599000010 through 2599000080 on the north side, and bordered by City right-of-way to the east and west. The total proposed area of ROW for vacation is approximately 9485± square feet.

The proposed ROW vacation area was originally dedicated to the City of Auburn for alley purposes Quit Claim Deed under Recording Number 5881425, dated May 20, 1965, Records of King County, Washington.

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

Proposal:

Muckleshoot Development Corporation is proposing that the Alley be vacated so that they can incorporate the area into development of the property to the south on Parcel No 2021059024. If approved, the vacated area would become a drive aisle for access to/from a new gas station, convenience/grocery store, and car wash (Project). The Project includes public improvements that support the alley vacation and help improve safety and traffic operations: closure of two driveways on Dogwood Street SE along the Project site and access restrictions to the existing and new driveways to the Project site on Auburn Way South.

In addition the applicant has agreed to install a 7-foot tall "high quality" fence on the north side of the proposed alley vacation with gates for the neighboring properties to the north that desire access to the vacated alley area. With the Project, the applicant agrees to install other measures including landscaping on the south side of the alley and north side of the Project to mitigate and reduce noise as well as reduce or avoid graffiti consistent with Planning and Development comments.

See the attached Site Plan for additional Project details 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:

- Vacated Right-of-Way areas typically have a financial benefit to the general public because the vacated areas are subject to property taxes. In this case, the vacated area would likely become part of a Muckleshoot Indian Tribe parcel and therefore it is not known at this time if the vacated area would be subject to property taxes.
- The street vacation decreases the Right-of-Way maintenance obligation of the City.

The street vacation supports closure, restricted access, and consolidation of access driveways to the applicant's Project site that will improve safety and traffic operations at the intersection of Dogwood Street SE and Auburn Way South.

Discussion:

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

1. Puget Sound Energy (PSE) – PSE has underground electrical facilities and will require an easement be retained across the proposed vacation area.
2. Comcast – Comcast does not have any facilities in the alley and do not require an easement.
3. CenturyLink – Comments from CenturyLink were received requesting an easement be reserved for facilities currently located in the right-of-way.
4. Engineering – Access to the alley by properties abutting the north side of the ROW shall be maintained and access easements required.
5. Transportation – Proposal by the applicant to make the vacated alley area a drive aisle with a two-way (ingress and egress) driveway at Dogwood Street SE and a one-way (egress only) driveway at Fir Street SE is acceptable to the City.
6. Planning – Should the city staff support the vacation of the public alley, the city remains concerned about increased proximity of commercial development and impacts/disturbance to the adjacent residences to the north. The city seeks

measures comparable to those standards generally applied and based on city codes, as follows:

- a. Per ACC 18.50.040(A), a 10-foot landscape buffer is typically required along the north property line abutting residential properties. The applicant shall make an effort to incorporate a minimum 10-foot landscaping where practical, along the northern boundary of the site, including a mixture of trees, shrubs, and ground cover. It is recognized that such a landscape buffer may be impractical due to the proposed development configuration of the site. Where this is not practical, a reduced width of dense landscaping or similar treatment with limited interruptions would provide better compatibility with the residential uses.
 - b. A screening wall or fence shall be provided along the new north property line. The screening shall be a minimum of six feet high and be comprised of a material acceptable to the City. While a chain-link fence with slats as proposed may provide partial screening, a higher quality material is recommended for use, such as a solid wood fence, vinyl, or concrete, or a fence and hedge combination. The purpose of this requirement is to provide higher quality design appearance and more complete privacy for the abutting residential uses.
 - c. Per ACC 18.55.030, any outdoor lighting fixtures or building mounted fixtures located within 50 feet of the abutting residential uses to the north, shall be limited to 16 feet in height and shielded. The purpose of this requirement is to limit any light impacts to the abutting residential uses.
 - d. Because the alley vacation will result in increased proximity of large commercial trucks and queueing for car wash, the applicant needs to provide additional information as to how noise impacts to the adjacent residential uses are going to be mitigated. Particular attention needs to be focused on ensuring the abutting residential uses aren't negatively impacted by increases in noise from traffic/queueing, car wash and vacuum equipment, and customer's vehicle audio systems.
7. Water – No comments. An easement is not needed as there are no water facilities.
 8. Sewer – No comments. An easement is not needed as there are no sewer facilities.
 9. Storm – No comments. An easement is not needed as there are no storm facilities.
 10. Fire – No comments.
 11. Solid Waste – No comments.
 12. Police – No comments.
 13. Streets – No comments.
 14. Construction – No comments.
 15. 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 an “As-Is Land Value” at \$43,000.00. The right-of-way has been right-of-way for more than 25 years and was acquired for alley purposes through Quit Claim Deed under Recording Number 5881425, dated May 20, 1965, Records of King County, Washington.

Recommendation:

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

1. An easement shall be reserved for Puget Sound Energy electric facilities.
2. An easement shall be reserved for CenturyLink telecommunications facilities.
3. An access easement shall be reserved for all properties abutting the north boundary of the right-of-way.
4. Applicant shall construct public improvements required to close the first two driveways north of the intersection with Auburn Way South on the east side of Dogwood Street SE and construct a new driveway to Dogwood Street SE at the existing alley in accordance with the attached site plan.

5. Applicant shall construct improvements to restrict existing and new driveways along the Project site along Auburn Way South to right-in/right-out in accordance with the attached site plan.
6. Applicant shall construct and install a 7-foot tall “high quality” fence on the north boundary of the vacated right-of-way, including appropriate gates for accessibility by properties abutting the north boundary of the right-of-way.
7. Applicant shall construct and install an acoustic CMU wall and landscaping on a portion of the south boundary of the vacated right-of-way in accordance with the attached site plat to provide effective noise mitigation.
8. Staff recommends that compensation for the full appraised value of the right-of-way in the amount of \$43,000.00 be required as it has been ROW for more than 25 years and the City has incurred cost for maintenance of the alley.
9. Completion Condition Nos. 4 through 8 above shall be accomplished by December 31, 2021 or the vacation shall be null and void.

ROW Vacation #V2-20 Muckleshoot Development Corporation

Printed Date: 2/25/2020
Map Created by City of Auburn eGIS
Imagery Date: May 2015



262.7	0	131.4	262.7	Feet
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NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

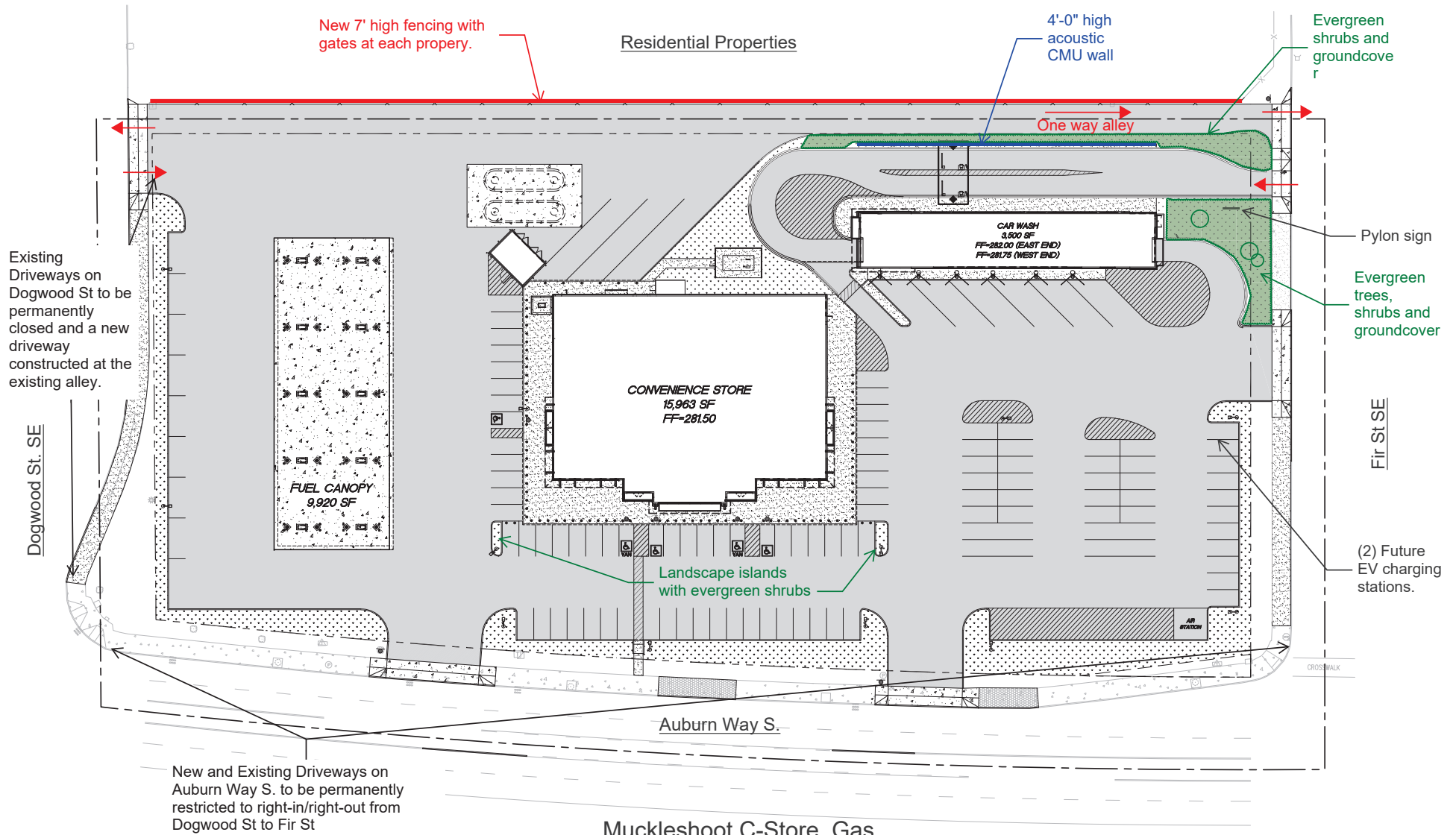
$$1\text{ in} = 131\text{ ft}$$

1: 1,576

Page 39 of 112



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.



Muckleshoot C-Store, Gas
Station, and Car Wash
Site Plan - October 12, 2020



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6811 (Tate)

Date:

January 13, 2021

Department:

Administration

Attachments:

[Ordinance No. 6811](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6811.

Background Summary:

This ordinance amends Ordinance 6763, which the City Council adopted on January 4, 2021. Ordinance 6763 adopted several code provisions. Some code provisions adopted the latest state building codes, which the Washington State Building Code Council periodically updates. Some provisions revised various city codes related to building, but were not provisions adopted by the State Building Code Council. Some provisions moved city code sections from one chapter to another. And some provisions of the ordinance clarified current city codes related to building.

The effective date for Ordinance 6763 was set as the date the state's new building codes were to go into effect, February 21, 2021. The State Building Code Council had already postponed that effective date once due to the pandemic. Recently, they did so again; moving the date from February 21 to July 1, 2021. This extension means that the city will adopt the new (2018) state building codes prior to the codes becoming effective. Ordinance 6763 will become effective (on February 21) before the new state building codes do (on July 1).

Ordinance 6811 remedies this situation by revising the effective date for Ordinance 6763. Instead of revising the effective date from February 21 to July 1, 2021, the amendment designates the ordinance's effective date to coincide with whatever date the Building Code Council adopts as the effective date of the new state building codes. This insures that if the state building code council again revises the effective date of the state codes, the city councils will not need to do the same.

All other sections of Ordinance 6763 remain the same.

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

Tate

Meeting Date: January 19, 2021

Item Number:

ORD.C

ORDINANCE NO. 6811

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, RELATING TO BUILDING CODES
AND AMENDING THE EFFECTIVE DATE FOR ORDINANCE
6763

WHEREAS, the Auburn City Code contains a variety of chapters adopting various codes related to the building of structures; and

WHEREAS, the State of Washington promulgates some of these codes, updates them periodically, and requires that local jurisdictions adopt and implement the standard codes; and

WHEREAS, the State promulgated updated codes with an effective date of February 1, 2021 and approved them for adoption by local jurisdictions; and

WHEREAS, on January 4, 2021, the City of Auburn enacted Ordinance 6763 that adopted the state updates to the building codes, adopted several building code updates not proposed by the state, relocated provisions within the Auburn City Code, repealed several Auburn City Code sections, and adopted clarifying amendments to several code sections; and

WHEREAS, the effective date of Ordinance 6763 mandated that the ordinance take effect on February 1, 2021; and

WHEREAS, due to the ongoing pandemic, the Washington State Building Code Council and Governor extended the effective date of the building code amendments from February 1, 2021 to July 1, 2021.

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

Section 1. Section 12 of Ordinance 6763, “Effective Date,” is amended to read as follows:

“Section 12 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, but not earlier than February 1, 2021~~ on the date that the 2018 Washington State Building Code is effective, as determined and adopted by the Washington State Building Code Council.

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:

Resolution No. 5573 (Thomas)

Date:

January 13, 2021

Department:

Finance

Attachments:

[Resolution No. 5573](#)

[AFB - Day Resource Center](#)

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5573.

Background Summary:

Since mid-2018, the City of Auburn began a partnership with the Auburn Food Bank to provide daytime services (Ray of Hope) to unsheltered individuals. Since this time, the need for services to the unsheltered has continued to expand and increase significantly. Both the Auburn Food Bank and the City wishes to continue to provide daytime services to unsheltered individuals on the Valley Cities-owned properties within the City of Auburn (collectively "Valley Cities Property") through the use of a temporary modular building until the Auburn Food Bank is able to move to the Auburn Consolidated Resource Center. The resources provided will include connecting unsheltered individuals with resources to ultimately help get them into permanent housing. This contract and Resolution No. 5573 extends the City and Auburn Food Bank's agreement through December 31, 2022.

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

Thomas

Meeting Date: January 19, 2021

Item Number:

RES.A

RESOLUTION NO. 5573

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO THE AUBURN FOOD BANK'S OPERATION OF THE DAYTIME RESOURCE CENTER AND AUTHORIZING THE MAYOR TO NEGOTIATE, ADMINISTER, AND EXECUTE AN AGREEMENT WITH THE AUBURN FOOD BANK

WHEREAS, the City of Auburn, along with all of western Washington, is experiencing unprecedented numbers of individuals experiencing homelessness or are at high-risk for experiencing homelessness; and

WHEREAS, the Auburn Food Bank is a volunteer directed organization that provides food, referrals, resources, support, and assistance to unsheltered individuals within the City of Auburn and the surrounding community; and

WHEREAS, the Auburn Food Bank will provide daytime services to unsheltered individuals at the Auburn Consolidated Resource Center; and

WHEREAS, the City of Auburn will funds to the Auburn Food Bank for the operation of the daytime resource center consistent with this Agreement; and

WHEREAS, the City has determined that this Agreement provides the necessary support of the poor and infirm in the community; and

WHEREAS, the public and the City benefit from the services provided by the Auburn Food Bank.

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

Section 1. The Mayor is authorized to negotiate, administer, and execute an Agreement between the City of Auburn and the Auburn Food Bank, which shall be in substantial conformity with the attached "Agreement".

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

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

AGREEMENT
Between
The City of Auburn
and
The Auburn Food Bank
For Operation of the Daytime Resource Center

This Agreement (“Agreement”) is entered into on this ____ day of _____, 2021, by and between the City of Auburn, a municipal corporation organized under Title 35A of the Revised Code of Washington (the “City”), and the Auburn Food Bank, a Washington public benefit corporation (the “Provider” and collectively “the Parties”).

RECITALS:

1. The City of Auburn, along with all of western Washington, is experiencing unprecedented numbers of individuals experiencing homelessness or are at high-risk for experiencing homelessness; and
2. The Auburn Food Bank is a volunteer directed organization that provides food, referrals, resources, support, and assistance to unsheltered individuals within the City of Auburn and the surrounding community; and
3. The Auburn Food Bank will provide daytime resource services within the Auburn Resource Center Building located at 2806A Auburn Way North, Auburn, WA 98002; and
4. The Auburn Food Bank will pay the City rent for the space being occupied at 2806A Auburn Way North, Auburn, WA 98002; and
5. The City of Auburn will provide funds to the Auburn Food Bank for the operation of the daytime resource center and the Auburn Food Bank will seek additional funding sources and partnerships; and
6. The Parties expressly intend all provisions of the Agreement to apply in full force and effect for the duration of January 1, 2021 through December 31, 2022; and
7. The City has determined that this Agreement provides the necessary support of the poor and infirm in the community.

AGREEMENT:

In consideration of the mutual promises set out in this Agreement, the Auburn Food Bank and the City agree as follows:

1. Term of Agreement.

The Parties intend for the term of this Agreement to be January 1, 2021 through December 31, 2022. The term of this Agreement may be extended in writing by mutual agreement of the parties. If this Agreement expires or terminates before the Parties' entering into an Agreement for future services or extending this Agreement, the Auburn Food Bank agrees to remove all personal property promptly from the Consolidated Resource Center.

2. Scope of Services.

The Provider agrees to perform in a good and professional manner the tasks described in Exhibit "A." The Provider will perform the services as an independent contractor and will not be deemed, by virtue of this Agreement and the performance of, to have entered into any partnership, joint venture, or other relationship with the City.

3. Provider Representations.

The Auburn Food Bank represents and warrants that it has all necessary licenses and certifications to perform the services provided for in this Agreement, and is qualified to perform those services. The Auburn Food Bank is prohibited from making any program services, resources, assistance, or sheltering conditional on clients participating in any sort of religious activity. No funding provided through the City may be used to support or engage in any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization. The Auburn Food Bank agrees to cooperate and coordinate with the City, its employees, contractors, and agents for the purpose of maintaining and repairing the building consistent with the lease. The Auburn Food Bank agrees to cooperate and coordinate with the City, its employees, contractors, and agents under the Auburn Consolidated Resource Center lease upon the lease effective date.

4. City Obligations.

The City agrees to lease the Auburn Consolidated Resource Center and to offer a lease to the Auburn Food Bank for the duration of this Agreement, provided that the Auburn Food Bank complies with all required lease conditions and the terms of this Agreement.

5. Compensation.

As compensation for the Provider's performance of the services provided for in this Agreement, the City will provide the Provider the fees and costs specified in Exhibit "B". This compensation shall be used for work performed or services rendered and for all labor, materials, supplies, equipment, overhead, profit, and incidentals necessary to complete the work. Copies of original supporting documents shall be supplied to the City upon request.

Compensation to be paid the Provider in succeeding years after the current year will be contingent upon availability of funds.

Provider commits to obtaining additional and independent funding sources.

6. Parties Obligations to Keep Building in Good Repair Consistent with Lease.

In addition to the Parties' obligations as otherwise described in this Agreement and the Scope of Services, Exhibit A, the Parties agree to not use or store any hazardous, toxic, radioactive or bio-hazardous substances or petroleum products in the building. The Parties agree that the building will not be occupied by any person other than the Parties, their agents, employees, and invites or used for residential or dormitory purposes.

7. Insurance.

The Provider shall procure and maintain for the duration of the Agreement 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 Provider, its agents, representatives, or employees.

A. No Limitation

The Provider's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Provider to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance

The Provider shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Provider's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Provider's profession.

C. Minimum Amounts of Insurance

The Provider shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

D. Other Insurance Provision

The Provider's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Provider's insurance and shall not contribute with it.

E. Acceptability of Insurers

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

F. Verification of Coverage

The Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

G. Notice of Cancellation

The Provider shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

H. Failure to Maintain Insurance

Failure on the part of the Provider to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Provider to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Provider from the City.

I. City Full Availability of Provider Limits

If the Provider maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella

liability maintained by the Provider, irrespective of whether such limits maintained by the Provider are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Provider.

8. Indemnification

Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Provider and the City, its officers, officials, employees, and volunteers, the Provider's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Provider'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 Parties intend for the provisions of this section to apply beginning January 1, 2020, and shall survive the expiration or termination of this Agreement.

9. No Leasehold Interest.

This Agreement does not convey to the Auburn Food Bank a leasehold interest.

10. Dispute Resolution.

In the event that any dispute or conflict arises between the parties while this Agreement is in effect, the Parties agree that, notwithstanding such dispute or conflict, the Parties will continue to make a good faith effort to continue to cooperate and continue to work toward successful completion of the services outlined in Exhibit A.

In the event that any party believes another party has breached a term of this Agreement, it may request in writing that the Parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the problem within fifteen (15) days of the date of service of the request.

11. Agreement Interpretation.

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and are not part of this Agreement. The singular will include the plural and vice versa and masculine, feminine and neuter expressions are interchangeable. Interpretation or construction of this Agreement will not be affected by any

determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the Parties.

12. Non-Availability of Funds.

Every obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligation; and if funds are not allocated and available for the continuance of this Agreement, then this Agreement may be terminated by the City at the end of the period for which funds are available.

The City makes no commitment to support the services contracted for and assumes no obligation for future support of the activity or services contracted herein except as expressly set forth in this Agreement.

13. Termination for Cause.

If the City concludes that the Auburn Food Bank has failed to comply with the terms and conditions of this Agreement, or has failed to use the City funds only for those activities identified in Exhibit A, or has otherwise materially breached one or more of the covenants in this Agreement, the City may at any time, at its discretion, provide written notice to the Auburn Food Bank and terminate the Agreement. The Notice of Termination for Cause will be in writing with the reason(s) for the termination, and will specify the effective date of the termination. The Auburn Food Bank will be allowed at least five (5) calendar days to cure the reasons for termination. If the breach is not cured within five (5) days, the City may recover all prior payments to the Auburn Food Bank from the City made within 60 days of the Effective Date.

If the lease is not renewed or is revoked for any reason, this Agreement automatically terminates and the parties waive all claims, demands, suits, proceedings, losses, costs, or damages of every kind and description, including attorneys' fees and litigations expenses which may be made against or incurred by the City, caused by, arising out of, or contributed to, in whole or in part, by reason of the Agreement termination.

The City may, in its sole discretion, by written notice to the Auburn Food Bank, immediately terminate this Agreement, if it is found after due notice and examination by the City that there is a violation of the Ethics in Public Service Act, Chapters 42.23 and 42.52 RCW.

14. Termination for Convenience.

The City reserves the right to terminate this Agreement for the convenience of the City by delivery of a Notice of Termination with the effective date. The City may withhold all further payments to the Auburn Food Bank after the date of Notice of Termination.

15. Prohibited Discriminatory Actions.

The Auburn Food Bank may not, under any program or activity to which this Agreement applies, directly or through contractual or other arrangements, discriminate on the grounds of

race, color, creed, religion, national origin, sex, sexual orientation, familial status, age, or where there is the presence of any sensory, mental or physical handicap.

The Auburn Food Bank will comply with all applicable federal, state and local non-discrimination laws and/or policies, including, but not limited to, the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act.

In the event of the Auburn Food Bank's noncompliance or refusal to comply with any non-discrimination law or policy, this Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Auburn Food Bank may be declared ineligible for further agreements with the City. The Auburn Food Bank is responsible for any and all costs or liability arising from any failure to so comply with applicable law.

16. Records.

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings, and any other materials created or otherwise prepared by the Auburn Food Bank and transmitted to the City as part of performing this Agreement will be owned by and become the property of the City.

The Auburn Food Bank agrees that it will comply with the Washington Public Records Act, if required, and shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Provider in complying with the Washington Public Records Act.

17. Personal Information-Notice of Security Breach.

The Auburn Food Bank agrees to notify the City of any breach of the security of any personal information data immediately following discovery if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person in accordance with RCW 42.56.590. In the event of a security breach, the Auburn Food Bank is responsible for notifying individuals whose personal information may have become available to unauthorized users.

18. Inspection & Audit.

All compensation payments will be subject to adjustments for any amounts to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement will be subject to inspection and audit by the City for a period of three (3) years from the final payment for work performed under this Agreement.

If any litigation, claim, dispute, or audit is initiated before the expiration of the three (3) year period, all records and books of accounts pertaining to any work performed under this Agreement will be retained until all litigation, claims, disputes, or audits have been finally resolved.

19. Limitations.

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties or as requiring the parties to expend any sum in excess of its appropriations.

20. Force Majeure.

No party to this Agreement will be held responsible for delay or default caused by terrorism, pandemics, natural disasters, riots, acts of god and/or war that is beyond the reasonable control of the parties.

21. Severability.

Each provision of this Agreement is intended to be severable, and if any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

22. Amendment, Assignment & Waiver Provisions.

No amendment, modification, or waiver of any condition, provision, or term of this Agreement will be valid unless it is made in writing, signed by the party or parties to be bound, or the duly authorized representatives thereof, and specifies, with particularity, the nature and extent of such amendment, modification, or waiver.

The failure of either party at any time to require performance by another party of any provisions of this Agreement will in no way affect the party's subsequent rights and obligations under that provision, and waiver by any party of the breach of any provision of this Agreement will not be taken or held to be a waiver of any succeeding breach or as a waiver of any provision.

23. Integration & Binding Effect.

This Agreement, together with any subsequent amendments or addendums, constitutes the entire agreement of the Parties and no other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the Parties.

This Agreement is binding on the Parties and their respective successors and assigns, provided that this Section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement.

This Agreement is for the exclusive benefit of the parties and it does not create a contractual relationship with, or exist for the benefit of, any third party, including contractors, subcontractors, or their sureties.

24. Choice of Law.

This Agreement and the rights of the parties will be governed and interpreted in accordance with the laws of the State of Washington and venue for any action will be in King County, Washington; provided, however, that it is agreed and understood that any applicable statute

of limitation will commence no later than the substantial completion by the Provider of the services.

Subject to the limitations set forth in RCW 4.84.330, each party agrees to bear its own costs and attorneys' fees generated by any dispute arising out of this Agreement.

25. Notices, Reports & Correspondence.

All notices or communications permitted or required to be given under this Agreement will be in writing and will be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement.

All notices, reports, and correspondence will be sent to:

City of Auburn

Auburn City Hall
Attn: Jamie Thomas
25 West Main St.
Auburn, WA 98001-4998
(253) 804-5019
jdthomas@auburnwa.gov

The Auburn Food Bank

Auburn Food Bank
Attn: Debbie Christian
930 18th Pl SE
Auburn, WA 98002
(253) 833-8925
Fax (253) 833-1332

26. Signature Authority.

This Agreement may be executed in counterparts, each of which will be one and the same Agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

CITY OF AUBURN

Nancy Backus, Mayor

Date

AUBURN FOOD BANK

By _____
Title _____
Federal Tax ID # _____
Date _____

APPROVED AS TO FORM:

Kendra Comeau, City Attorney

SCOPE OF SERVICES

Exhibit A

The Auburn Food Bank will provide support staff for low-barrier daytime services for unsheltered residents during the term of the Agreement. The Scope of Services includes an obligation the Auburn Food Bank to provide sufficient staff for the Ray of Hope Day Center for the purpose of assisting unsheltered residents living in the Auburn/South King County area in accessing housing and resources in accordance with the terms and conditions of this Agreement.

Services

The Auburn Food Bank agrees to provide adequate staffing between 7 AM and 8:30 PM, 7 days a week, to provide daytime services. In order to minimize conflict, and to the extent possible, volunteers and paid staff will not be peers of the residents accessing services.

The Auburn Food Bank agrees to permit clients reasonable access to City-provided telephones for supportive services and legal obligations during the hours of 8 AM and 5 PM, Monday through Friday.

**COMPENSATION
EXHIBIT B**

The City agrees to compensate the Auburn Food Bank in the amount of One Hundred Twenty Five Thousand Dollars (\$125,000) for the provision of work as required in the Scope of Services, Exhibit A, and for the year of 2021.

The City agrees to compensate the Auburn Food Bank in the amount of One Hundred Twenty Five Thousand Dollars (\$125,000) for the provision of work as required in the Scope of Services, Exhibit A, and for the year of 2022.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5574 (Thomas)

Date:

January 13, 2021

Department:

Finance

Attachments:

[Resolution No. 5574](#)

[AFB Night Shelter](#)

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5574.

Background Summary:

In mid-2019 the City of Auburn expanded its partnership with the Auburn Bank and began operating a nighttime shelter (Sundown) for unsheltered individuals. Since this time, the need for services to the unsheltered has continued to expand and increase significantly. Both the Auburn Food Bank and the City wishes to continue to provide a nighttime shelter for unsheltered individuals. This shelter is currently being operated in a portion of the space on in the Auburn Consolidated Resource Center (ACRC) located at 2806A Auburn Way North.

The resources provided will include a space to rest inside the ACRC along with a cot and a blanket, regardless of religious affiliation. This contract and Resolution No. 5574 extends the City and Auburn Food Bank's agreement through December 31, 2022.

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

Thomas

Meeting Date: January 19, 2021

Item Number:

RES.B

RESOLUTION NO. 5574

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO THE AUBURN FOOD BANK'S OPERATION OF THE NIGHT SHELTER AND AUTHORIZING THE MAYOR TO NEGOTIATE, ADMINISTER, AND EXECUTE AN AGREEMENT WITH THE AUBURN FOOD BANK

WHEREAS, the City of Auburn, along with all of western Washington, is experiencing unprecedented numbers of individuals experiencing homelessness or are at high-risk for experiencing homelessness; and

WHEREAS, the Auburn Food Bank is a volunteer directed organization that provides food, referrals, resources, support, and assistance to unsheltered individuals within the City of Auburn and the surrounding community; and

WHEREAS, the Auburn Food Bank operates a night shelter for individuals within the Auburn Resource Center Building located at 2806A Auburn Way North, Auburn, WA 98002; and

WHEREAS, the City of Auburn will provide funds to the Auburn Food Bank for the operation of the night shelter consistent with this Agreement; and

WHEREAS, the City has determined that this Agreement provides the necessary support of the poor and infirm in the community; and

WHEREAS, the public and the City benefit from the services provided by the Auburn Food Bank.

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

Section 1. The Mayor is authorized to negotiate, administer, and execute an Agreement between the City of Auburn and the Auburn Food Bank, which shall be in substantial conformity with the attached "Agreement".

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

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

AGREEMENT
Between
The City of Auburn
And
The Auburn Food Bank
For Operation of the Night Shelter

This Agreement is made and entered into on this ____ day of _____, 2021, by and between the City of Auburn, a municipal corporation organized under Title 35A of the Revised Code of Washington (the “City”), and the Auburn Food Bank, a Washington public benefit corporation (the “Provider” and collectively “the Parties”).

RECITALS:

1. The City of Auburn, along with all of western Washington, is experiencing unprecedented numbers of individuals experiencing homelessness or are at high-risk for experiencing homelessness; and
2. The Auburn Food Bank is a volunteer directed organization that provides food, referrals, resources, support, and assistance to unsheltered individuals within the City of Auburn and the surrounding community; and
3. The Auburn Food Bank operates a night shelter for individuals within the Auburn Resource Center Building located at 2806A Auburn Way North, Auburn, WA 98002; and
4. The Auburn Food Bank will pay the City rent for the space being occupied at 2806A Auburn Way North, Auburn, WA 98002; and
5. The City agrees to provide funds to the Auburn Food Bank for the operation of the night shelter and the Auburn Food Bank will seek additional funding sources and partnerships; and
6. The Parties expressly intend all provisions of the Agreement to apply in full force and effect for the duration of January 1, 2021 through December 31, 2022; and
7. The City has determined that this Agreement provides the necessary support of the poor and infirm in the community.

AGREEMENT:

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Term of Agreement.

The Parties intend for the term of this Agreement to be January 1, 2021 through December 31, 2022. The term of this Agreement may be extended in writing by mutual agreement of the parties. If this Agreement expires or terminates before the Parties' entering into an Agreement for future services or extending this Agreement, the Auburn Food Bank agrees to remove all personal property promptly from the Consolidated Resource Center.

2. Scope of Services.

The Provider agrees to perform in a good and professional manner the tasks described in Exhibit "A." The Provider will perform the services as an independent contractor and will not be deemed, by virtue of this Agreement and the performance of, to have entered into any partnership, joint venture, or other relationship with the City.

3. Provider Representations.

The Auburn Food Bank represents and warrants that it has all necessary licenses and certifications to perform the services provided for in this Agreement, and is qualified to perform those services. The Auburn Food Bank is prohibited from making any program services, resources, assistance, or sheltering conditional on clients participating in any sort of religious activity. No funding provided through the City may be used to support or engage in any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization. The Auburn Food Bank agrees to cooperate and coordinate with the City, its employees, contractors, and agents for the purpose of maintaining and repairing the building consistent with the lease. The Auburn Food Bank agrees to cooperate and coordinate with the City, its employees, contractors, and agents under the Auburn Consolidated Resource Center lease upon the lease effective date.

4. Compensation.

As compensation for the Provider's performance of the services provided for in this Agreement, the City will pay the Provider the fees and costs specified in Exhibit "B". This compensation shall be used for work performed or services rendered and for all labor, materials, supplies, equipment, overhead, profit, and incidentals necessary to complete the work. Copies of original supporting documents shall be supplied to the City upon request.

Compensation to be paid the Provider in succeeding years after the current year will be contingent upon availability of funds.

Provider commits to obtaining additional and independent funding sources

5. Parties Obligations to Keep Building in Good Repair Consistent with Lease.

In addition to the Parties' obligations as otherwise described in this Agreement and the Scope of Services, Exhibit A, the Parties agree to not use or store any hazardous, toxic, radioactive or bio-hazardous substances or petroleum products in the building. The Parties agree that the building will not be occupied by any person other than the Parties, their agents, employees, and invites or used for residential or dormitory purposes.

6. Insurance.

The Provider shall procure and maintain for the duration of the Agreement, 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 Provider, its agents, representatives, or employees.

A. No Limitation

The Provider's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Provider to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance

The Provider shall obtain insurance of the types and coverage described below.

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Provider's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Provider's profession.

C. Minimum Amounts of Insurance

The Provider shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

D. Other Insurance Provision

The Provider's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Provider's insurance and shall not contribute with it.

E. Acceptability of Insurers

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

F. Verification of Coverage

The Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

G. Notice of Cancellation

The Provider shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

H. Failure to Maintain Insurance

Failure on the part of the Provider to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Provider to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Provider from the City.

I. City Full Availability of Provider Limits

If the Provider maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Provider, irrespective of whether such limits maintained by the Provider are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Provider.

7. Indemnification

Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Provider and the City, its officers, officials, employees, and volunteers, the Provider's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. The Parties intend for the provisions of this section to apply beginning January 1, 2020, and shall survive the expiration or termination of this Agreement.

8. No Leasehold Interest.

This Agreement does not convey to the Auburn Food Bank a leasehold interest.

9. Dispute Resolution.

In the event that any dispute or conflict arises between the parties while this Agreement is in effect, the Parties agree that, notwithstanding such dispute or conflict, the Parties will continue to make a good faith effort to continue to cooperate and continue to work toward successful completion of the services outlined in Exhibit A.

In the event that any party believes another party has breached a term of this Agreement, it may request in writing that the Parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the problem within fifteen (15) days of the date of service of the request.

10. Agreement Interpretation.

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and are not part of this Agreement. The singular will include the plural and vice versa and masculine, feminine and neuter expressions are interchangeable. Interpretation or construction of this Agreement will not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the Parties.

11. Non-Availability of Funds.

Every obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligation; and if funds are not allocated and available for the continuance of this Agreement, then this Agreement may be terminated by the City at the end of the period for which funds are available.

The City makes no commitment to support the services contracted for and assumes no obligation for future support of the activity or services contracted herein except as expressly set forth in this Agreement.

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If the City concludes that the Auburn Food Bank has failed to comply with the terms and conditions of this Agreement, or has failed to use the City funds only for those activities identified in Exhibit A, or has otherwise materially breached one or more of the covenants in this Agreement, the City may at any time, at its discretion, provide written notice to the Auburn Food Bank and terminate the Agreement. The Notice of Termination for Cause will be in writing with the reason(s) for the termination, and will specify the effective date of the termination. The Auburn Food Bank will be allowed at least five (5) calendar days to cure the reasons for termination. If the breach is not cured within five (5) days, the City may recover all prior payments to the Auburn Food Bank from the City made within 60 days of the Effective Date.

The City may, in its sole discretion, by written notice to the Auburn Food Bank, immediately terminate this Agreement, if it is found after due notice and examination by the City that there is a violation of the Ethics in Public Service Act, Chapters 42.23 and 42.52 RCW.

13. Termination for Convenience.

The City reserves the right to terminate this Agreement for the convenience of the City by delivery of a Notice of Termination with the effective date. The City may withhold all further payments to the Auburn Food Bank after the date of Notice of Termination.

14. Prohibited Discriminatory Actions.

The Auburn Food Bank may not, under any program or activity to which this Agreement applies, directly or through contractual or other arrangements, discriminate on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, familial status, age, or where there is the presence of any sensory, mental or physical handicap.

The Auburn Food Bank will comply with all applicable federal, state and local non-discrimination laws and/or policies, including, but not limited to, the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act.

In the event of the Auburn Food Bank's noncompliance or refusal to comply with any non-discrimination law or policy, this Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Auburn Food Bank may be declared ineligible for further

agreements with the City. The Auburn Food Bank is responsible for any and all costs or liability arising from any failure to so comply with applicable law.

15. Records.

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings, and any other materials created or otherwise prepared by the Auburn Food Bank and transmitted to the City as part of performing this Agreement will be owned by and become the property of the City.

The Auburn Food Bank agrees that it will comply with the Washington Public Records Act, if required, and shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Provider in complying with the Washington Public Records Act.

16. Personal Information-Notice of Security Breach.

The Auburn Food Bank agrees to notify the City of any breach of the security of any personal information data immediately following discovery if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person in accordance with RCW 42.56.590. In the event of a security breach, the Auburn Food Bank is responsible for notifying individuals whose personal information may have become available to unauthorized users.

17. Inspection & Audit.

All compensation payments will be subject to adjustments for any amounts to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement will be subject to inspection and audit by the City for a period of three (3) years from the final payment for work performed under this Agreement.

If any litigation, claim, dispute, or audit is initiated before the expiration of the three (3) year period, all records and books of accounts pertaining to any work performed under this Agreement will be retained until all litigation, claims, disputes, or audits have been finally resolved.

18. Limitations.

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties or as requiring the parties to expend any sum in excess of its appropriations.

19. Force Majeure.

No party to this Agreement will be held responsible for delay or default caused by terrorism, pandemics, natural disasters, riots, acts of god and/or war that is beyond the reasonable control of the parties.

20. Severability.

Each provision of this Agreement is intended to be severable, and if any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

21. Amendment, Assignment & Waiver Provisions.

No amendment, modification, or waiver of any condition, provision, or term of this Agreement will be valid unless it is made in writing, signed by the party or parties to be bound, or the duly authorized representatives thereof, and specifies, with particularity, the nature and extent of such amendment, modification, or waiver.

The failure of either party at any time to require performance by another party of any provisions of this Agreement will in no way affect the party's subsequent rights and obligations under that provision, and waiver by any party of the breach of any provision of this Agreement will not be taken or held to be a waiver of any succeeding breach or as a waiver of any provision.

22. Integration & Binding Effect.

This Agreement, together with any subsequent amendments or addendums, constitutes the entire agreement of the Parties and no other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the Parties.

This Agreement is binding on the Parties and their respective successors and assigns, provided that this Section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement.

This Agreement is for the exclusive benefit of the parties and it does not create a contractual relationship with, or exist for the benefit of, any third party, including contractors, subcontractors, or their sureties.

23. Choice of Law.

This Agreement and the rights of the parties will be governed and interpreted in accordance with the laws of the State of Washington and venue for any action will be in King County, Washington; provided, however, that it is agreed and understood that any applicable statute of limitation will commence no later than the substantial completion by the Provider of the services.

Subject to the limitations set forth in RCW 4.84.330, each party agrees to bear its own costs and attorneys' fees generated by any dispute arising out of this Agreement.

24. Notices, Reports & Correspondence.

All notices or communications permitted or required to be given under this Agreement will be in writing and will be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, by certified mail, return receipt requested, and

addressed, if to a party of this Agreement, to the address for the party set forth above, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement.

All notices, reports, and correspondence will be sent to:

City of Auburn

Auburn City Hall
Attn: Jamie Thomas
25 West Main St.
Auburn, WA 98001-4998
(253) 804-5019
jdthomas@auburnwa.gov

The Auburn Food Bank

Auburn Food Bank
Attn: Debbie Christian
930 18th Pl SE
Auburn, WA 98002
(253) 833-8925
Fax (253) 833-1332

25. Signature Authority.

This Agreement may be executed in counterparts, each of which will be one and the same Agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

CITY OF AUBURN

AUBURN FOOD BANK

Nancy Backus, Mayor

Date

By _____
Title _____
Federal Tax ID # _____
Date _____

APPROVED AS TO FORM:

Kendra Comeau, City Attorney

SCOPE OF SERVICES

Exhibit A

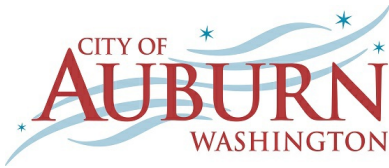
The Auburn Food Bank will operate a night shelter for individuals experiencing homelessness. The provision of shelter shall not be conditioned upon participation in religious activities or subject to other religious requirement, nor limited to a certain duration for each individual. The Auburn Food Bank will:

- Provide appropriate staff from 8:30 PM to 7 AM, 7 days a week, for the low-barrier overnight housing in the building located at 2802-2818 Auburn Way North in Auburn;
- Comply with applicable health codes, rules, and regulations in performing nighttime sheltering services;
- Offer 1 cot and 1 blanket to each individual at the shelter;
- Provide a weekly report to the City's Director of Administration and the City's Finance Director of:
 - (1) the nightly population receiving sheltering services;
 - (2) basic demographics of individuals staying at the nighttime shelter; and
 - (3) a numerical count of how many persons were turned away each night due to shelter capacity.

COMPENSATION
EXHIBIT B

The City agrees to compensate the Auburn Food Bank in the amount of One Hundred Fifty Thousand Dollars (\$150,000) for the provision of work as required in the Scope of Services, Exhibit A, and for the year of 2021.

The City agrees to compensate the Auburn Food Bank in the amount of One Hundred Fifty Thousand Dollars (\$150,000) for the provision of work as required in the Scope of Services, Exhibit A, and for the year of 2022.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5576 (Gaub)

Department:

Public Works

Attachments:

[Resolution No. 5576](#)

[Exhibit A](#)

Date:

December 23, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5576.

Background Summary:

Resolution No. 5576 authorizes City Council to adopt modifications to the 2021-2026 Transportation Improvement Program (TIP). The State law that requires the TIP to be updated and adopted on an annual basis also requires a public hearing for TIP modifications. The current TIP was adopted in June 2020. This proposed TIP modification is needed to reflect recent grant awards in November of 2020 as follows:

Additions:

- TIP P-14: 4th Street SE Preservation (\$2.91M) – This project will replace pavement and utilities on 4th Street SE from Auburn Way South to L Street SE. A pavement grind and overlay is planned between Auburn Way South and D Street SE. Full depth pavement reclamation is planned from D Street SE to L Street SE. The project will also include replacement of City utilities, removal of sidewalk obstructions, replacement of sidewalk and curb ramps as needed to address ADA requirements, and other improvements. Transportation Improvement Board (TIB) grant funding for the project was awarded in November of 2020.
- TIP R-10: High Friction Surface Treatment (\$0.42M) – The project will install a high friction surface treatment (HFST) at six different curved roadway segments throughout the City. The HFST involves the application of fine/rough aggregate to the pavement using a polymer binder to increase pavement friction. The higher pavement friction helps motorists maintain better control in both dry and wet driving conditions, reducing the potential for a crash. WSDOT administered grant funding for the project was awarded in November of 2020.

Modifications:

- TIP P-1: Arterial Street Preservation Program (\$2.2M/year) – a portion of the 2021 and 2022 funds from this program were reallocated to P-14 to provide the required local match for the grant funds.

Reviewed by Council Committees:

Councilmember:

Staff:

Gaub

Meeting Date: January 19, 2021

Item Number:

RES.C

RESOLUTION NO. 5576

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING AND ADOPTING THE MODIFICATION OF THE 2021-2026 TRANSPORTATION IMPROVEMENT PROGRAM OF THE CITY OF AUBURN

WHEREAS, RCW 35.77.010 requires that the legislative body of each City prepare and adopt a comprehensive Transportation Improvement Program for the ensuing six years, but only after conducting a public hearing; and

WHEREAS, a public hearing to review the 2021-2026 Transportation Improvement Program for the City of Auburn was held on January 19, 2021, at 7:00 p.m. in the Council Chambers of the Auburn City Hall, pursuant to notice published in the legal newspaper of the City of Auburn on January 7, 2021.

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

Section 1. The modifications to the 2021-2026 comprehensive Transportation Improvement Program are adopted, which will be in substantial conformity with the attached Exhibit "A."

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

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

Dated and Signed this _____ day of _____, 2021.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

EXHIBIT A

Six Year Transportation Improvement Plan

TIP# P-1

ARTERIAL PRESERVATION FUND (105)

Project Title: **Arterial Street Preservation Program**
 Project No: **Varies**
 Project Type: **Preservation**
 Project Manager: **Kenneth Clark**

STIP# AUB-N/A

Description:

The program preserves classified streets throughout the City. Individual projects may include a combination of crack seal, overlays, rebuilds, and spot repairs. The program also funds the biennial collection of pavement condition ratings. This program is funded through a 1% utility tax that was adopted by City Council in 2008. Program funds reflect remaining budget after allocations to specific arterial street preservation projects, which are included as separate projects in this TIP.

Progress Summary:

The 2020 construction cycle includes the reconstruction of 15th Street NW between West Valley Highway and Terrace Drive. The project will also overlay 15th Street NW between West Valley Highway and SR 167. A crack seal project of arterial and collector streets is also proposed.

Future Impact on Operating Budget:

This project is anticipated to reduce the operating budget for street maintenance.

Activity:	2020 YE		Budget			Forecast Project Cost				Total Project Cost
	Funding Sources:	Prior to 2020	Estimate	2021	2022	2023	2024	2025	2026	
Arterial Preservation Fund	-	2,200,000	227,498	584,952	606,728	599,514	2,100,000	2,200,000	-	8,518,692
Total Funding Sources:	-	2,200,000	227,498	584,952	606,728	599,514	2,100,000	2,200,000	-	8,518,692
Capital Expenditures:										
Design	-	330,000	34,125	87,743	91,009	89,927	315,000	330,000	-	1,277,804
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	1,870,000	193,373	497,209	515,719	509,587	1,785,000	1,870,000	-	7,240,888
Total Expenditures:	-	2,200,000	227,498	584,952	606,728	599,514	2,100,000	2,200,000	-	8,518,692

Six Year Transportation Improvement Plan

TIP# P-14

ARTERIAL PRESERVATION FUND (105)

Project Title: **4th Street SE Preservation (Auburn Way S to L Street SE)**
 Project No: **TBD**
 Project Type: **Preservation**
 Project Manager: **TBD**

STIP# AUB-N/A

Description:

This project will replace pavement and utilities on 4th Street SE from Auburn Way South to L Street SE. A pavement grind and overlay is planned between Auburn Way South and D Street SE. Full depth pavement reclamation is planned from D Street SE to L Street SE. The project will also include replacement of City utilities, removal of sidewalk obstructions, replacement of sidewalk and curb ramps as needed to address ADA requirements, and other improvements.

Progress Summary:

Grant funding for the project was awarded by TIB in 2020.

Future Impact on Operating Budget:

This project is anticipated to reduce the operating budget for street maintenance.

Activity:	Funding Sources:	Prior to 2020	2020 YE Estimate	Budget			Forecast Project Cost				Total Project Cost
				2021	2022	2023	2024	2025	2026	Beyond 2026	
	Arterial Preservation Fund	-	-	100,000	1,065,048	-	-	-	-	-	1,165,048
	Secured Grant	-	-	150,000	1,597,572	-	-	-	-	-	1,747,572
	Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
	Other	-	-	-	-	-	-	-	-	-	-
	Total Funding Sources:	-	-	250,000	2,662,620	-	-	-	-	-	2,912,620
	Capital Expenditures:										
	Design	-	-	250,000	-	-	-	-	-	-	250,000
	Right of Way	-	-	-	-	-	-	-	-	-	-
	Construction	-	-	-	2,662,620	-	-	-	-	-	2,662,620
	Total Expenditures:	-	-	250,000	2,662,620	-	-	-	-	-	2,912,620

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-10

Project Title: **High Friction Surface Treatment**
 Project No: **TBD**
 Project Type: **Capacity, Safety**
 Project Manager: **TBD**

STIP# AUB-N/A

LOS Corridor ID# N/A

Description:

The project will install a high friction surface treatment (HFST) at six different curved roadway segments throughout the City. The HFST involves the application of fine/rough aggregate to the pavement using a polymer binder to increase pavement friction. The higher pavement friction helps motorists maintain better control in both dry and wet driving conditions, reducing the potential for a crash.

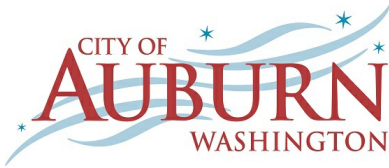
Progress Summary:

Grant funding was awarded by WSDOT in 2020.

Future Impact on Operating Budget:

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

Activity:	Funding Sources:	Prior to 2020	2020 YE Estimate	Budget			Forecast Project Cost				Total Project Cost
				2021	2022	2023	2024	2025	2026	Beyond 2026	
	<i>Unrestricted Street Revenue</i>	-	-	6,000	-	-	-	-	-	-	6,000
	<i>Secured Grant</i>	-	-	54,000	360,000	-	-	-	-	-	414,000
	<i>Traffic Impact Fees</i>	-	-	-	-	-	-	-	-	-	-
	<i>Other</i>	-	-	-	-	-	-	-	-	-	-
	Total Funding Sources:	-	-	60,000	360,000	-	-	-	-	-	420,000
	Capital Expenditures:										
	<i>Design</i>	-	-	60,000	-	-	-	-	-	-	60,000
	<i>Right of Way</i>	-	-	-	-	-	-	-	-	-	-
	<i>Construction</i>	-	-	-	360,000	-	-	-	-	-	360,000
	Total Expenditures:	-	-	60,000	360,000	-	-	-	-	-	420,000



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5578 (Gaub)

Date:

January 6, 2021

Department:

Public Works

Attachments:

[Resolution No. 5578](#)

[Vicinity Maps](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5578.

Background Summary:

The High Friction Surface Treatment (HFST) Project includes the application of fine/rough aggregate to the pavement to increase pavement friction at six locations. The higher pavement friction helps motorists maintain better control in both dry and wet driving conditions, reducing the potential for a crash. The project scope includes six locations that were identified from an analysis of risk factors throughout the City as part of the City's Local Road Safety Plan completed in 2020.

It is anticipated that this project will begin construction during summer 2022.

The estimated City match required to fully fund the project is \$6,000 and is budgeted in the 102 Arterial Street Fund.

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

Gaub

Meeting Date: January 19, 2021

Item Number:

RES.D

RESOLUTION NO. 5578

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AND ADMINISTER AN AGREEMENT ACCEPTING A GRANT FROM THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR THE HIGH FRICTION SURFACE TREATMENT PROJECT

WHEREAS, the City of Auburn ("City") Local Road Safety Plan ("Plan") prioritized six horizontal curve locations which have been included in the City's adopted Transportation Improvement Plan ("TIP") as project TIP R-10 ("Project"); and

WHEREAS, the Plan identified the installation of a High Friction Surface Treatment at each location as a countermeasure to help mitigate the risk factors identified at each location; and

WHEREAS the High Friction Surface Treatment Project ("Project") includes the application of fine/rough aggregate to the pavement using a polymer binder to increase pavement friction. The higher pavement friction helps motorists maintain better control in both dry and wet driving conditions, helping to mitigate the risk factors at each location thus reducing the potential for a crash; and

WHEREAS, the City applied for, and has been awarded, a competitive grant in the amount of \$414,000 from the Washington State Department of Transportation ("WSDOT") to help fund the Project ("WSDOT grant"); and

WHEREAS, the WSDOT grant requires the City to provide matching funds in the estimated amount of \$6,000; and

WHEREAS, the required matching funds have been made available in the approved City budget; and

WHEREAS, it is in the best interest of the City to use grant monies to help finance the implementation of the countermeasures identified in the Plan.

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

Section 1. The Mayor is authorized to execute and administer a grant agreement with the Washington State Department of Transportation for \$414,000 or any other amount authorized by the WSDOT for the Project as long as matching City funds are available.

Section 2. The Mayor is authorized to negotiate, enter, and administer agreements to spend the grant funds for the Project, and to implement other administrative procedures necessary to carry out the directives of this legislation.

Section 3. That this Resolution shall take effect and be in full force on passage and signatures.

Dated and Signed this _____ day of _____, 2021.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

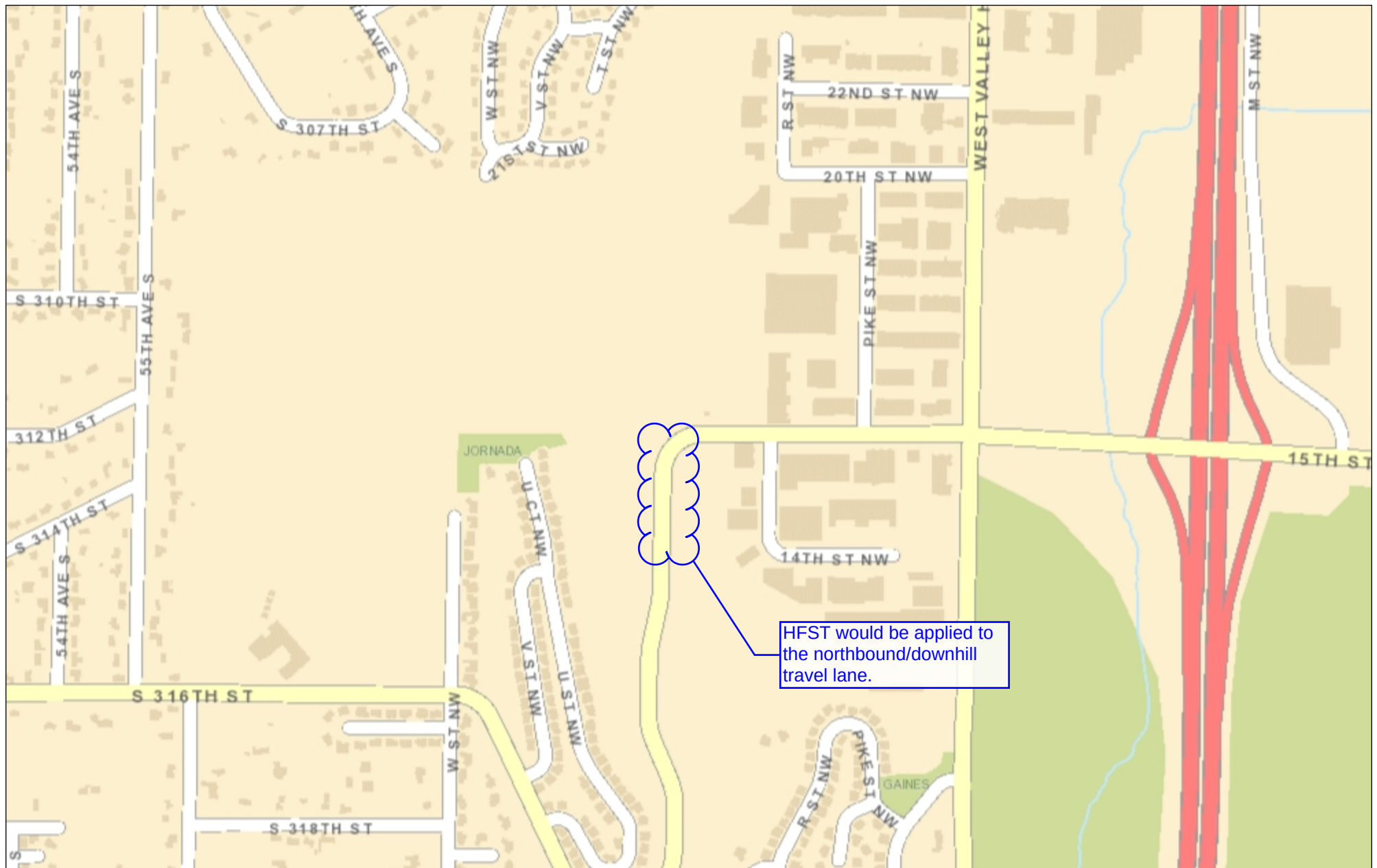
Shawn Campbell, City Clerk

APPROVED AS TO FORM:

Kendra R. Comeau, City Attorney

HFST Location #1

Printed Date: 3/4/2020
Map Created by City of Auburn eGIS
Imagery Date: May 2015



1,333.3 0 666.7 1,333.3 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 667 ft

1:8,000

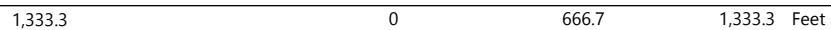
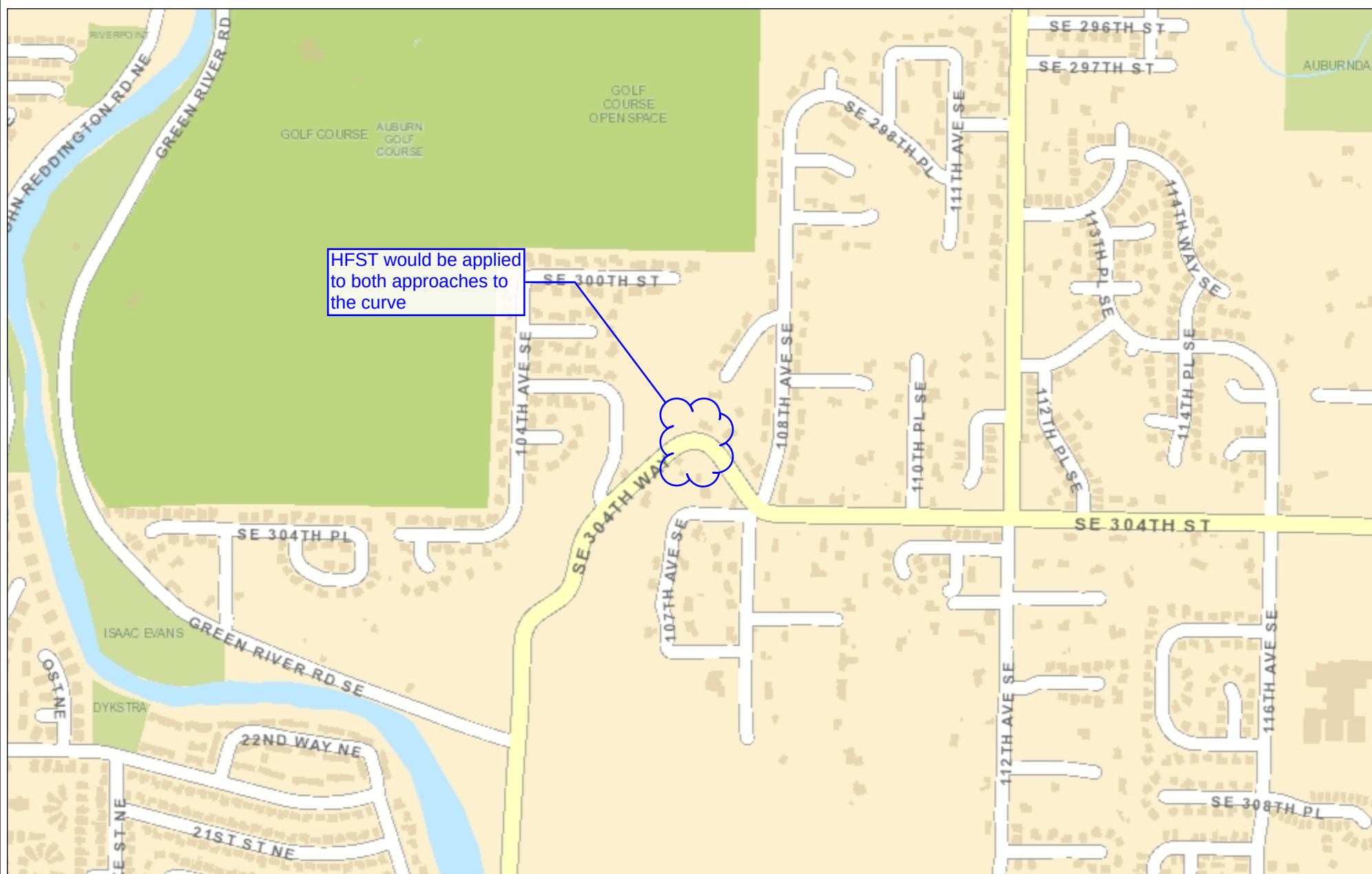


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Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.

HFST Location #2

Printed Date: 3/4/2020
Map Created by City of Auburn eGIS
Imagery Date: May 2015



NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

$$1\text{in} = 667 \text{ ft}$$

1: 8,000

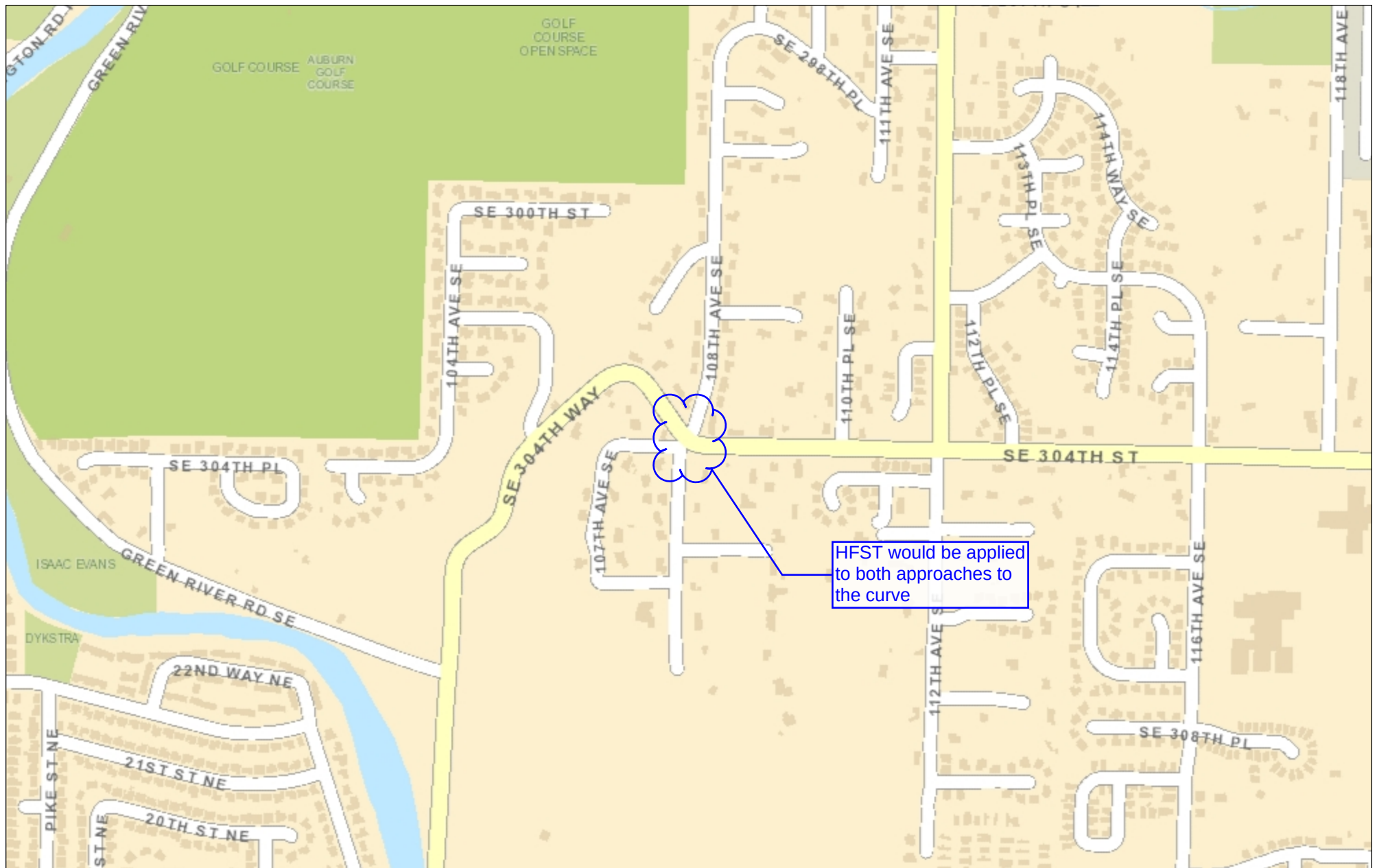
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Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.

HFST Location #3

Printed Date: 3/4/2020
Map Created by City of Auburn eGIS
Imagery Date: May 2015



1,333.3	0	666.7	1,333.3	Feet
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NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

$$1\text{ in} = 667\text{ ft}$$

1: 8,000

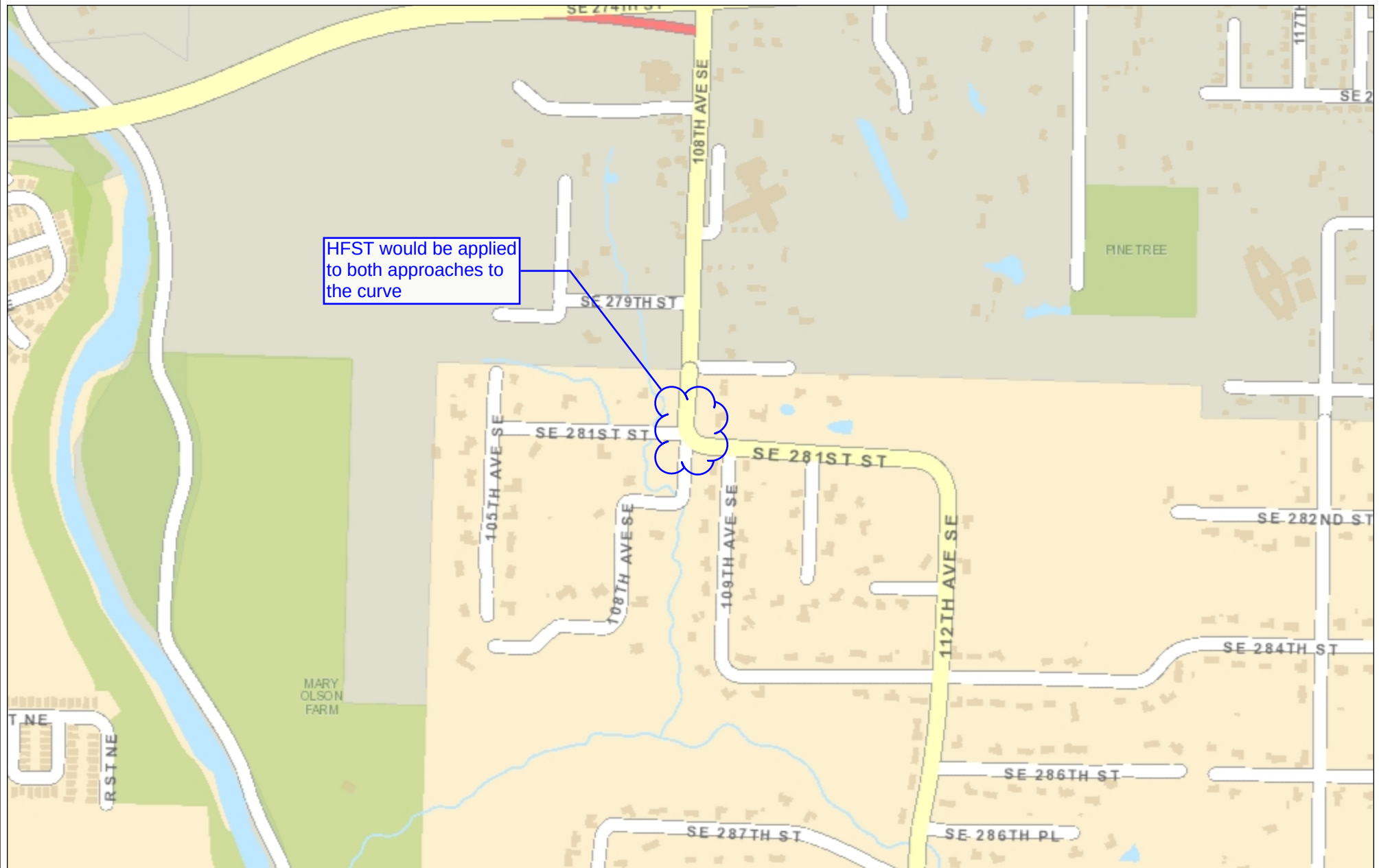
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Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.

HFST Location #4

Printed Date: 3/4/2020
Map Created by City of Auburn eGIS
Imagery Date: May 2015



1,333.3 0 666.7 1,333.3 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 667 ft

1:8,000

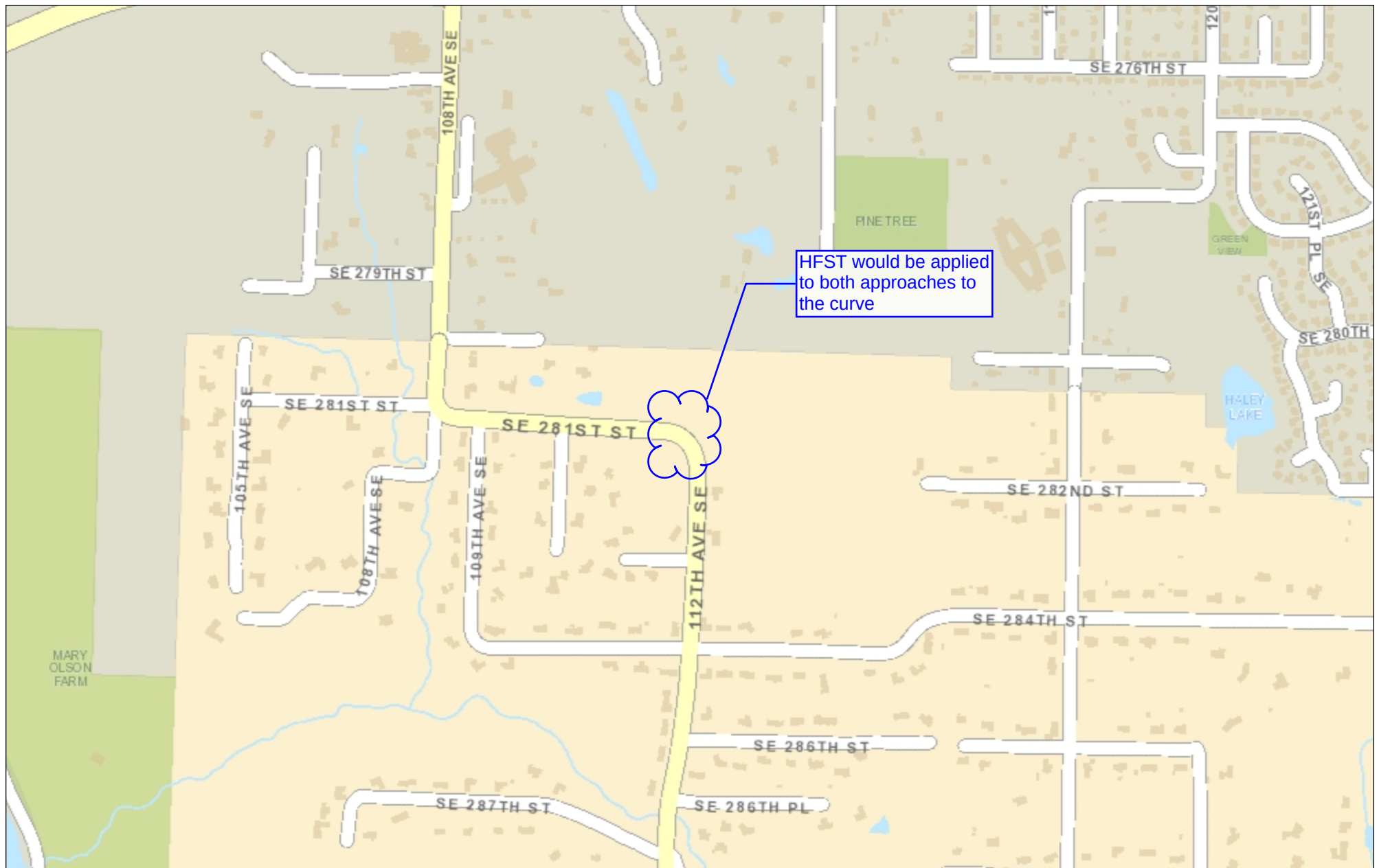
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Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.

HFST Location #5

Printed Date: 3/4/2020
Map Created by City of Auburn eGIS
Imagery Date: May 2015



1,333.3 0 666.7 1,333.3 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 667 ft

1:8,000

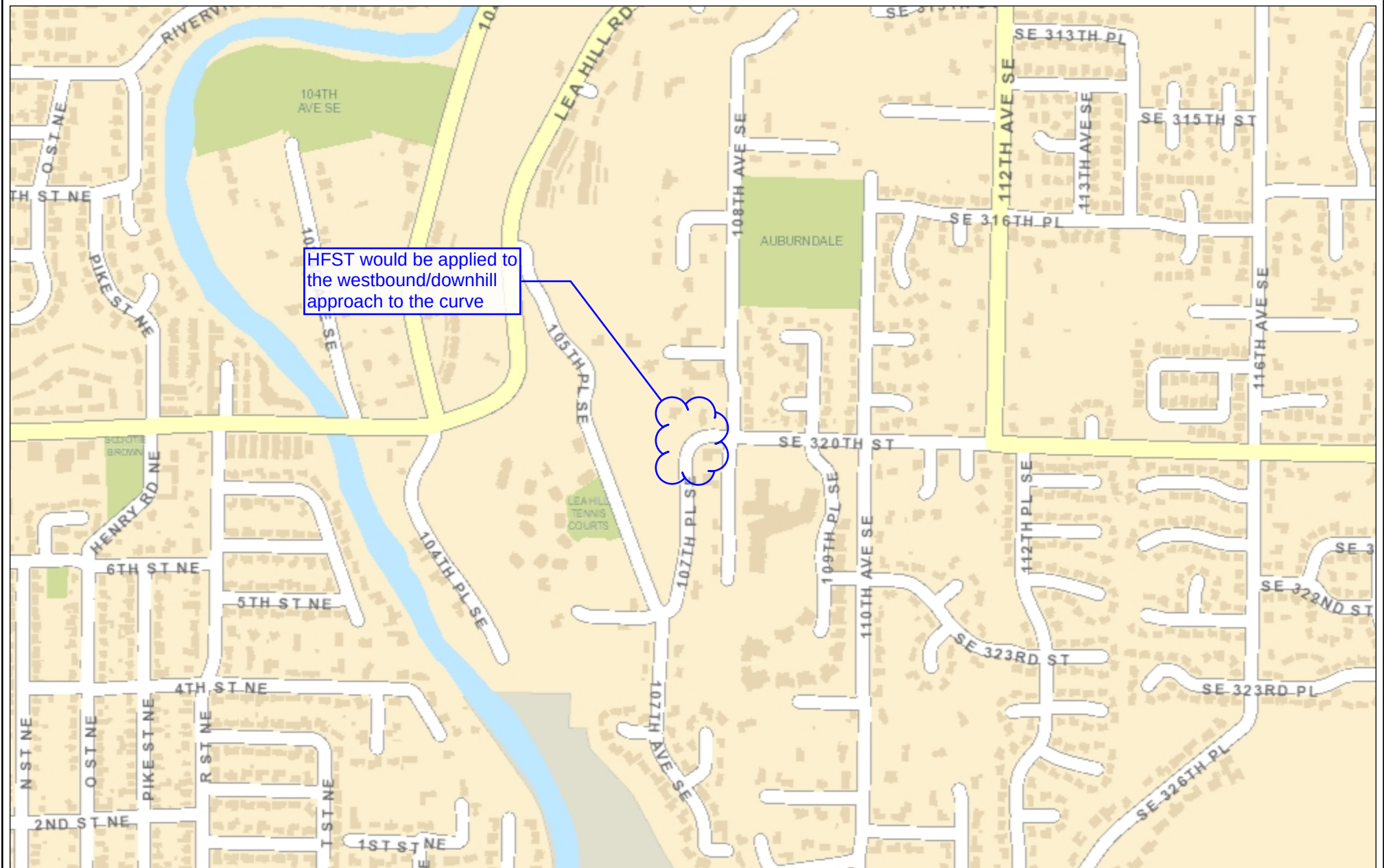


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Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.

HFST Location #6

Printed Date: 3/4/2020
Map Created by City of Auburn eGIS
Imagery Date: May 2015



1,333.3 0 666.7 1,333.3 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1 in = 667 ft

1:8,000

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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:

Resolution No. 5579 (Gaub)

Date:

January 12, 2021

Department:

Public Works

Attachments:

[Resolution No. 5579](#)

[Easement](#)

[Vicinity Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No 5579.

Background Summary:

Resolution 5579 authorizes the Mayor to establish an easement on City property to accommodate a power service to a new communications tower for the Puget Sound Emergency Radio Network (PSERN). The City operates and maintains two water storage reservoirs and pumping facilities on property located at 5031 Auburn Way South. The adjacent property to the north is owned by Seventh Day Adventists who has agreed to allow Motorola Solutions, Inc. to construct, operate and maintain a communications tower for PSERN on their property. The nearest transformer to provide power is located on the City's property. Puget Sound Energy, Inc (PSE), has requested an easement to install power from the existing transformer to the PSERN tower. City staff have reviewed PSE's request and has found that it does not impact the City's intended use of the property.

Resolution No. 5579 authorizes the Mayor to execute an Easement to Puget Sound Energy, Inc.

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

Gaub

Meeting Date: January 19, 2021

Item Number:

RES.E

RESOLUTION NO. 5579

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN EASEMENT AGREEMENT WITH PUGET SOUND ENERGY, INC.

WHEREAS, the City owns property at 5031 Auburn Way South, which is the location for City water storage reservoirs and pumping facilities; and

WHEREAS, Motorola Solutions, Inc. desires to construct and operate a communications tower for Puget Sound Emergency Radio Network (PSERN) on adjacent property to the north; and

WHEREAS, the nearest transformer available to provide power to the PSERN tower is located on City property; and

WHEREAS, Puget Sound Energy, Inc. has requested a nonexclusive perpetual utility easement through the City property for purposes of transmission, distribution, and sale of electricity.

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

Section 1. The Mayor is authorized to execute an Easement Agreement between the City and Puget Sound Energy, Inc., which Agreement shall be in substantial conformity with the attached "Easement."

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

//

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department (TH)
PO Box 97034 / EST-06W
Bellevue, WA 98009-9734



EASEMENT

REFERENCE #:

GRANTOR (Owner): CITY OF AUBURN, a Washington municipal corporation

GRANTEE (PSE): PUGET SOUND ENERGY, INC.

SHORT LEGAL: A Portion of the SW ¼ SEC 27, TWN. 21N, RNG. 5E, W.M.

ASSESSOR'S PROPERTY TAX PARCEL: 2721059106

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF AUBURN, a Washington municipal corporation** ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in King County, Washington:

THAT PORTION OF GOVERNMENT LOT 6 IN SECTION 27, TOWNSHIP 21 NORTH, RANGE 5 EAST, W. M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 6, SECTION 27, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.; THENCE SOUTH 140 FEET; THENCE SOUTH 57°13'00" EAST 312.40 FEET; THENCE NORTH 45°43'00" EAST 352.119 FEET, MORE OR LESS, TO STATE ROAD NO. 5; THENCE NORTH 44°14'00" WEST ALONG SAID STATE ROAD 90 FEET, MORE OR LESS TO THE NORTH LINE OF SAID GOVERNMENT LOT; THENCE NORTH 89°44'52" WEST ALONG SAID NORTH LINE 460.00 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

A DIAGRAM DEPICTING THE APPROXIMATE LOCATION IS ATTACHED HERETO AS EXHIBIT "B", AS A VISUAL AID ONLY.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Restoration. Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

4. Grantor's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

5. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

6. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

7. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this _____ day of _____, 20_____.

OWNER: **CITY OF AUBURN, a Washington municipal corporation**

By: _____
(name)

Its: _____
(title)

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person(s) who signed as _____, of **CITY OF AUBURN, a Washington municipal corporation**, that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said Washington municipal corporation for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said Washington municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

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

My Appointment Expires: _____

Notary seal, text and all notations must be inside 1" margins

EXHIBIT "A "
EASEMENT AREA DESCRIPTION

AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE FOLLOWING DESCRIBED EASEMENT AREA.

AN EASEMENT AREA WITHIN A PORTION OF PROPERTY DESCRIBED IN DEED RECORDED UNDER RECORDING NO. 5174401, RECORDS OF KING COUNTY, WASHINGTON;

SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF THE ABOVE DESCRIBED DEED;
THENCE SOUTH 46°39'23" WEST, A DISTANCE OF 45.60 FEET ALONG THE SOUTHEAST LINE OF SAID DEED TO THE POINT OF BEGINNING;
THENCE LEAVING SAID SOUTHEAST LINE, NORTH 64°17'54" WEST, A DISTANCE OF 47.64 FEET;
THENCE NORTH 83°20'36" WEST, A DISTANCE OF 81.86 FEET;
THENCE NORTH 71°43'40" WEST, A DISTANCE OF 130.88 FEET;
THENCE NORTH 36°17'15" WEST, A DISTANCE OF 50.18 FEET TO THE NORTH LINE OF SAID DEED ALSO BEING THE SOUTH LINE OF PARCEL A, "WESTERLY PORTION," OF CITY OF AUBURN BLA08-0015, RECORDED UNDER RECORDING NO. 20090114900004, RECORDS OF KING COUNTY, WASHINGTON; THENCE NORTH 88°41'39" WEST, A DISTANCE OF 25.29 FEET ALONG SAID NORTH LINE;

THENCE LEAVING SAID NORTH LINE, SOUTH 36°17'15" EAST, A DISTANCE OF 71.95 FEET; THENCE SOUTH 71°43'40" EAST, A DISTANCE OF 139.37 FEET;
THENCE SOUTH 83°20'36" EAST, A DISTANCE OF 80.54 FEET;
THENCE SOUTH 64°17'54" EAST, A DISTANCE OF 36.63 FEET TO THE SOUTHEAST LINE OF SAID DEED;
THENCE NORTH 46°39'23" EAST, A DISTANCE OF 21.42 FEET ALONG SAID SOUTHEAST LINE TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 6393 SQ. FT., MORE OR LESS.

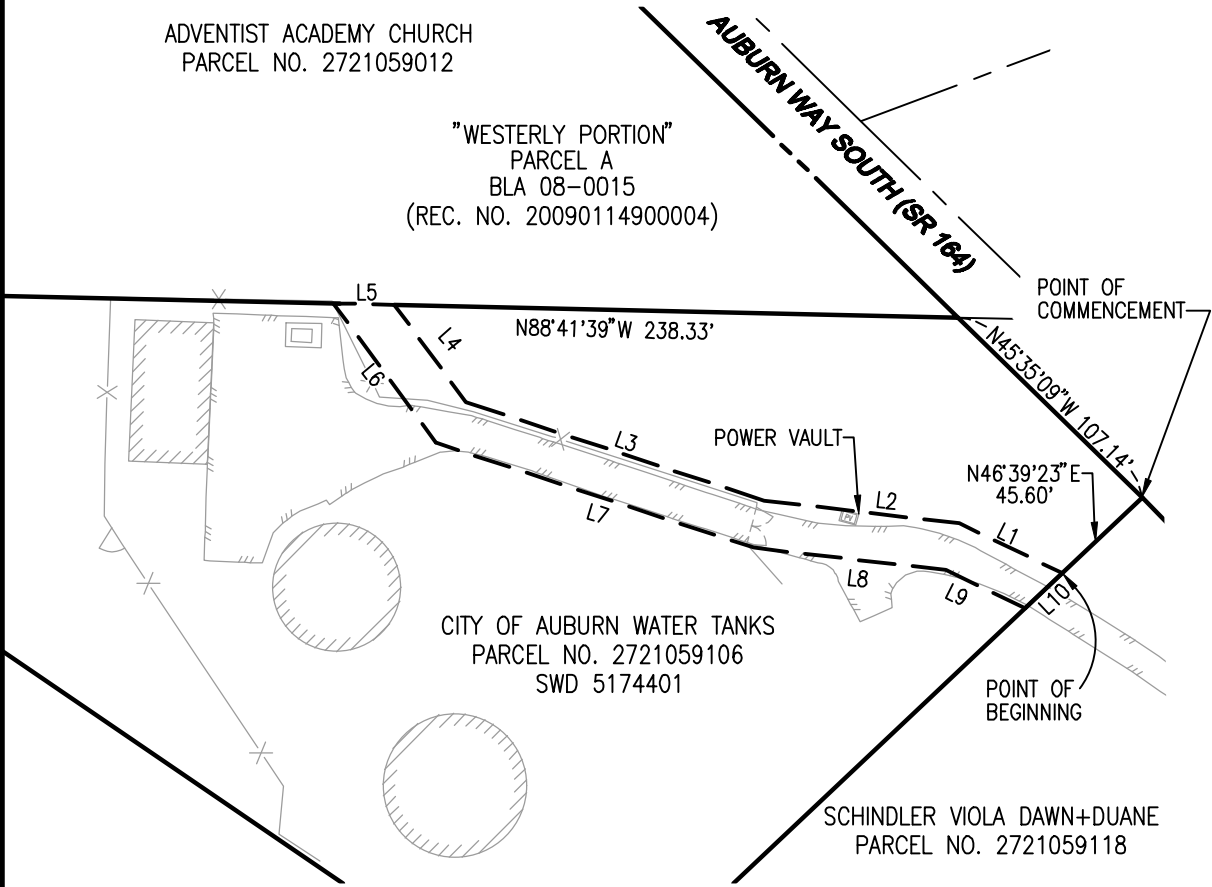
THE BASIS OF BEARING FOR THIS DESCRIPTION IS A MONUMENTED LINE FROM CITY OF AUBURN MONUMENT 1114-001 TO CITY OF AUBURN MONUMENT 1215-011, THIS LINE ALSO BEING THE NORTH LINE OF THE PROPERTY DESCRIBED IN DEED RECORDED UNDER RECORDING NO. 5174401, RECORDS OF KING COUNTY, WASHINGTON, AND THE SOUTH LINE OF THE "WESTERLY PORTION" OF PARCEL A OF CITY OF AUBURN BLA08-0015. THE BEARING FOR SAID LINE BEING SOUTH 88°41'39" EAST.

EXCEPT ANY PORTIONS WITHIN THAT CERTAIN EASEMENT RECODED MAY 15TH, 2013 UNDER KING COUNTY RECORDING NO. 20130515000916, RECORDS OF KING COUNTY, WASHINGTON.

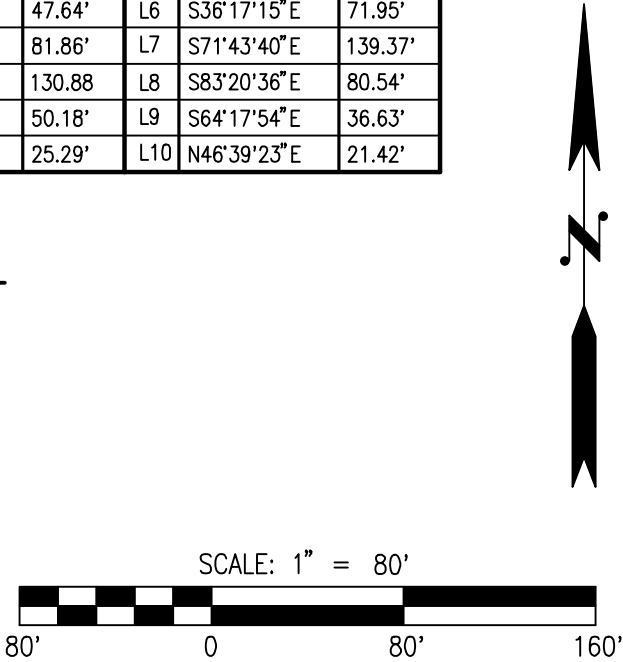
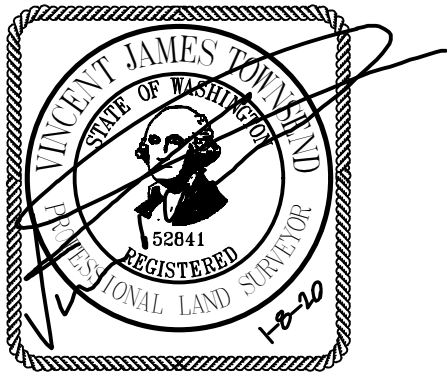


1-8-2020

EXHIBIT "B"
EASEMENT ON CITY OF AUBURN PROPERTY



LINE TABLE					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N64°17'54"W	47.64'	L6	S36°17'15"E	71.95'
L2	N83°20'36"W	81.86'	L7	S71°43'40"E	139.37'
L3	N71°43'40"W	130.88	L8	S83°20'36"E	80.54'
L4	N36°17'15"W	50.18'	L9	S64°17'54"E	36.63'
L5	N88°41'39"W	25.29'	L10	N46°39'23"E	21.42'



LDC

THE CIVIL ENGINEERING GROUP

20210 142nd Avenue NE
Woodinville, WA 98072

Engineering
Structural
Planning
Survey

Ph. 425.806.1869
Fx. 425.482.2893

www.LDCcorp.com

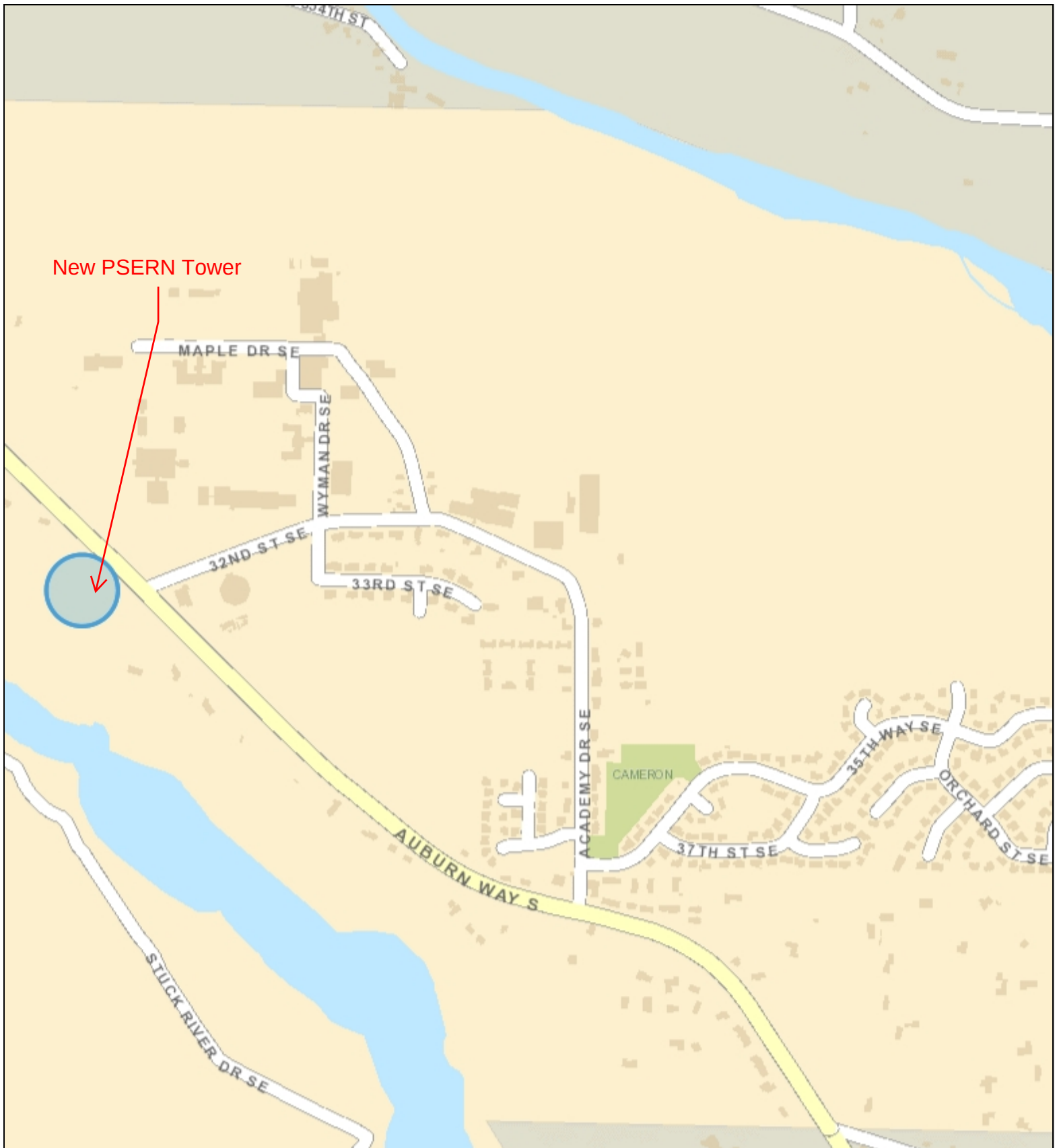
**PSEARN AUBURN
ACCESS AND UTILITY EASEMENT**

SW 1/4 OF THE NW 1/4 OF SEC. 27, TWN. 21 N., RNG. 5 E., W.M.
KING COUNTY, WASHINGTON

DRAWN BY:	DATE:	DRAWING FILE NAME:	SCALE:	JOB NUMBER:
NSY	11-27-17	17-414SV ESMT	1"=80'	17-414

PSERN Easement for PSE

Printed Date: 1/12/2021
Map Created by City of Auburn eGIS
Imagery Date: May 2015

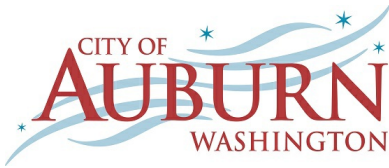


1,333.3 0 666.7 1,333.3 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

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





AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5580 (Hinman)

Date:

January 13, 2021

Department:

Administration

Attachments:

[Resolution No. 5580](#)

[MD 500 Term Sheet](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5580.

Background Summary:

The Auburn Airport has land available for development of aircraft hangars. The development of hangars like these being proposed by the developer will help satisfy demand for this type of product while also bringing added revenue to the airport and a positive economic impact to the City.

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

Hinman

Meeting Date: January 19, 2021

Item Number: RES.F

RESOLUTION NO. 5580

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE, ON BEHALF OF THE CITY, AN AIRPORT LAND LEASE WITH MD 500 DEVELOPMENT, LLC

WHEREAS, The Auburn Municipal Airport has land identified in its 2015 Airport Master Plan for the development of aircraft hangars; and

WHEREAS, MD 500 Development LLC has expressed interest in developing hangars on the Airport Master Plan's SE development site; and

WHEREAS, Construction of the proposed hangars would help satisfy both a local and regional demand while also bringing added revenue to the airport and a positive economic impact to the City;

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

Section 1. The Mayor is authorized to negotiate and execute two separate land leases (Site A and Site B) between the City of Auburn and MD 500 Development LLC, which shall be in substantial conformity with the attached "Term Sheet".

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

Section 3. MD 500 Development, LLC as tenant is authorized to sublease the individual hangar units to different aeronautical users.

Section 4. This resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

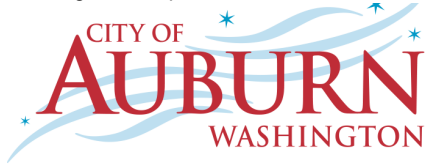
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney



Auburn Airport Land Lease(s) / SE Development Site

January 5, 2021

MD 500 Development LLC as "Tenant"

Term Sheet

Premises: Site A: 34,158 +/- square feet
 Site B: 71,800 +/- square feet
 Together depicted in **Exhibit A**

Site A & B to each be governed by separate lease agreements

Term:	The term will run for 30 years following Lease Commencement
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Lease Rate:	\$0.825/sq ft./yr.
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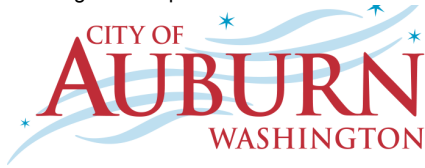
Lease payments for each site to begin upon the earlier of the City's issuance of an ACC 15.07.100 Certificate of Occupancy for that site or May 1, 2022 whichever comes first,

Leasehold Tax:	The City shall impose and collect the RCW 82.29A Leasehold Tax of 12.84% on the Tenant's taxable monthly rental payments.
-----------------------	---

Lease Rate Adjustment Schedule (Post Construction)	Adjusted annually by CPI-W August over August. Except in those years where rates are adjusted by the Fair Market Value appraisals. Fair Market Value (FMV) adjustment January 1 of Calendar years ending in "0" & "5" with first FMV adjustment to begin January 1, 2025. FMV will be determined by an appraisal conducted by an MAI certified appraiser commissioned by and at the expense of the Landlord no more than 12 months prior to the date the new FMV rate shall take effect.
---	--

In no event shall the new rate, (as determined by either a negative CPI or the most current appraisal) be less than the then current existing rate.

Improvement Type:	Tenant will submit improvement construction plans that fully comply with City of Auburn and/or FAA standards for Airport development and hangar construction. Hangars must meet a minimum unit count, size and quality standard for the following sites:
--------------------------	--



Site A: Nested T-Hangars with a building footprint roughly 437ft in width by 60ft in depth consisting of no less than 17 individual units. Individual units will have electric doors no less than 48ft of clear width and 14ft of clear height. Amenities to be included: Single power meter with sub-meter capacity for each unit, compressed air available for each unit, fully insulated walls and ceiling in each unit, a building restroom and Wi-Fi.

Site B: Box Hangars with a building footprint roughly 390ft in width by 62ft in depth consisting of no less than 6 individual units. Individual units will have a minimum width of 65ft with doors electric doors having no less than 59ft of clear width and no less than 16ft of clear height. Other amenities to be included in each unit include: Individually metered three-phase 208V power w/ additional upgrade capacity, individually metered water, reduced backflow prevention, fully insulated walls and ceiling, plumbing stubs for restroom (sink & latrine) and structural integrity to accommodate future mezzanines.

**Improvement
Development
Commencement &
Schedule**

Improvements for both sites to be developed and constructed simultaneously under the same construction schedule.
Civil development to begin no later than May 1, 2021.

**Ownership of
Improvements**

Ownership of all site improvements shall revert to the landlord upon Lease termination or expiration. City shall have no ownership or leasehold interest in the constructed improvements contemplated in these leases unless and until a lease expires or is terminated by the Parties.

Condominiumization:

Tenant shall not condominiumize any of the Hangars without City written approval, given at the City's sole discretion.

**Asphalt and
Pavement
Maintenance**

Tenant is responsible for the Asphalt and Pavement Maintenance for the vehicle parking and apron areas located within the lease premises.

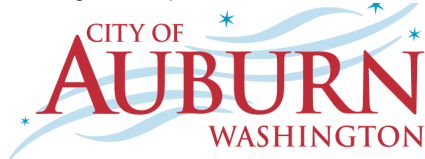
**Airport Design
Review**

Prior to submitting construction plans to the City of Auburn for permitting, Airport and Tenant will work together to establish a legal and acceptable design for the proposed Hangars.

**Landlord Approval
of Subtenants:**

Tenant shall submit to Landlord a request for approval of any proposed subtenant, tenant wishes to sublease a unit in Site B to. At a minimum Tenant's request for sublease consent shall include:

- Name of the proposed subtenant
- Use of the subleased space
- Copy of the proposed Sublease terms



Nancy Backus, Mayor

25 West Main Street * Auburn WA 98001-4998 * www.auburnwa.gov * 253-931-3000

- Subleases financial statements including:
(previous two years of tax returns & 12 months of bank statements)

Part 77 requirements All Hangar construction shall meet 14 C.F.R. Part 77 requirements

Minimum Airport Standards & Aeronautical Uses This lease and any subleases will be subject to City of Auburn policies 100-80 and 100-81 (Airport Rules & Regulations), as currently written or hereafter amended.

All hangars must be used solely for aeronautical purposes per FAA policy (81 FR 38906)

Auburn City Council: The terms contained within are subject to the ratification as may be amended of the Auburn City Council. Both parties will take reasonable steps to execute a formal lease being in substantial conformity to the agreed upon terms within 60 days of Council's approval.

Each party by signing below acknowledges and agrees to the terms as set forth above.

Tenant

DocuSigned by:

Signature: Scott Griffin

D3D2DD07F1AC4DB...

Print Name: Scott GriffinTitle: PartnerDate: 1/5/2021**Landlord**

Signature: _____

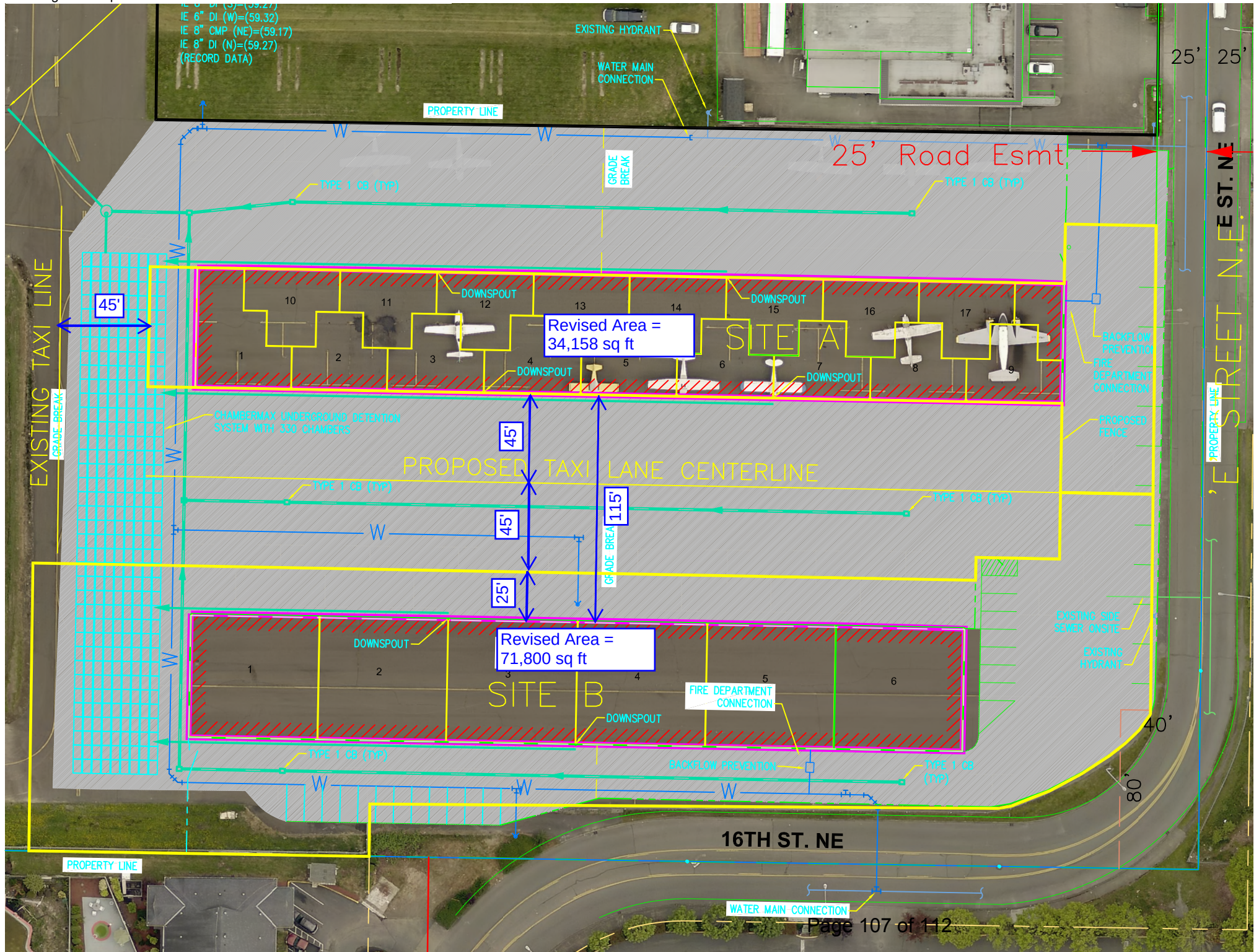
Print Name: _____

Title: _____

Date: _____

Cover Sheet
Exhibit A to the Term Sheet
Site A & B Land Lease Depictions

(Term Sheet between MD 500 Development LLC & City of Auburn)





AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5581 (Comeau)

Date:

January 13, 2021

Department:

City Attorney

Attachments:

[RES 5581](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5581.

Background Summary:

On May 31, 2020, Governor Inslee issued Proclamation Number 20-25.4, providing for Transition from “Stay Home – Stay Healthy” to his “Safe Start – Stay Healthy” County-by-County Phased Reopening. In accordance with the Governor’s Safe Start Reopening Plan, on June 22, 2020, City of Auburn adopted Resolution 5533, which temporarily designated a virtual location for Regular, Special and Study Session Meetings of the City Council and of the Committees, Boards and Commissions of the City until King County entered into Phase Three of the Governor’s Safe Start Reopening Plan. On January 11, 2021, Governor Inslee issued A Healthy Washington – Roadmap to Recovery, an updated COVID-19 phased recovery plan, which created a new two phase regional recovery plan, replacing the Governor’s 4 phased Safe Start Reopening plan. The new regional recovery system aims to safely ease some restrictions while also maintaining crucial hospital capacity, ensuring care for Washingtonians that need it and paving the way for economic recovery. At this time, it is unknown when the Puget Sound region, and the City of Auburn specifically, will transition into a phase that would permit in-person governmental agency meetings. Therefore, it is appropriate for the City of Auburn to modify its public meeting language to conform to the new recovery plan and designate all public meeting forums as virtual locations until the Governor authorizes in-person meetings.

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

Comeau

Meeting Date: January 19, 2021

Item Number:

RES.G

RESOLUTION NO. 5581

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, TEMPORARILY DESIGNATING THE LOCATIONS FOR REGULAR, SPECIAL AND STUDY SESSION MEETINGS OF THE CITY COUNCIL AND OF THE COMMITTEES, BOARDS AND COMMISSIONS OF THE CITY AS VIRTUAL LOCATIONS UNTIL WASHINGTON'S GOVERNOR AUTHORIZES LOCAL GOVERNMENTS TO CONDUCT IN-PERSON MEETINGS.

WHEREAS, like many areas of the state of Washington and across the country, the City of Auburn, Washington, (hereinafter the "City"), has had to face, and is still facing, a public health emergency due to COVID-19, a respiratory disease that can result in serious illness or death, and is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus not previously having been identified in humans and which can be easily spread from person to person; and

WHEREAS, on January 21, 2020, the Washington State Department of Health (DOH) confirmed localized person-to-person spread of COVID-19 in Washington State, significantly increasing the risk of exposure and infection to the general public in Washington State and creating an extreme public health risk that may spread quickly; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19, beginning on January 27, 2020; and

WHEREAS, on February 29, 2020, Washington State Governor Jay Inslee issued a proclamation declaring a State of Emergency in all counties of the state

of Washington in response to new cases of COVID-19, and the Governor subsequently issued additional/amended proclamations to prohibit social gathering of over fifty people, closing all public and private schools state-wide, closing restaurants and others social gatherings, and, further, exercising the Governor's emergency powers under RCW 43.06.220 by prohibiting certain other potentially problematic activities; and

WHEREAS, on May 31, 2020, Governor Inslee issued his Proclamation Number 20-25.4, providing for Transition from "Stay Home – Stay Healthy" to his "Safe Start – Stay Healthy" County-by-County Phased Reopening; and,

WHEREAS, in accordance with the Governor's Safe Start Reopening Plan, on June 22, 2020, City of Auburn adopted Resolution 5533, which temporarily designated a virtual location for Regular, Special and Study Session Meetings of the City Council and of the Committees, Boards and Commissions of the City until King County entered into Phase Three of the Governor's Safe Start Reopening Plan; and

WHEREAS, January 11, 2021, Governor Inslee issued A Healthy Washington – Roadmap to Recovery, an updated COVID-19 phased recovery plan, which created a new two phase regional recovery plan, replacing the Governor's 4 phased Safe Start Reopening plan; and

WHEREAS, the new regional recovery system aims to safely ease some restrictions while also maintaining crucial hospital capacity, ensuring care for Washingtonians that need it and paving the way for economic recovery; and

WHEREAS, King County, Pierce, and Snohomish County are designated as the Puget Sound region; and

WHEREAS, it is unknown when the Puget Sound region will transition into a phase that would permit in-person governmental agency meetings; and

WHEREAS, it is appropriate for the City of Auburn to modify its public meeting language to conform to the new recovery plan.

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

Section 1. The locations for Regular, Special and Study Session Meetings of the City Council and of the Committees, Boards and Commissions of the City are hereby temporarily designated to be virtual locations until Governor Inslee authorizes local governments to conduct in-person meetings.

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

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

Dated and Signed this _____ day of _____, 2021.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney