

**City Council
Regular Meeting
September 15, 2025 - 7:00 PM
City Hall Council Chambers**

AGENDA

CALL TO ORDER

LAND ACKNOWLEDGEMENT

We would like to acknowledge the Federally Recognized Muckleshoot Indian Tribe, the ancestral keepers of the land we are gathered on today. We thank them for their immense contributions to our state and local history, culture, economy, and identity as Washingtonians.

PUBLIC PARTICIPATION

- A. The Auburn City Council Meeting scheduled for Monday, September 15, 2025, at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

To view the meeting virtually please click the below link, or call into the meeting at the phone number listed below. The link to the Virtual Meeting is:

<https://www.youtube.com/user/watchauburn/live/?nomobile=1>

To listen to the meeting by phone or Zoom, please call the number below or click the link:

Telephone: 253 215 8782

Toll Free: 877 853 5257

Zoom: <https://us06web.zoom.us/j/85648004583>

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

- A. Police Promotional Ceremony (Caillier)
- B. Presentation from King County Library
King County Library Regional Manager David Wright to give an update on the Auburn Library
- C. Hispanic Heritage Month
Mayor Backus to proclaim September 15, 2025, to October 15, 2025, as "Hispanic Heritage Month" in the City of Auburn
- D. Constitution Week
Mayor Backus to proclaim September 17, 2025, through September 23, 2025, as

AGENDA MODIFICATIONS

PUBLIC HEARINGS

- A. Public Hearing for Ezee Fiber Texas, LLC Franchise Agreement No. FRN25-0002 (Gaub)
City Council to hold a Public Hearing for consideration of Franchise Agreement No. FRN25-0002 for Ezee Fiber Texas, LLC for a Wireline Telecommunications Franchise

AUDIENCE PARTICIPATION

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

- A. The public can participate in-person or submit written comments in advance.

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

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

Email written comments to: publiccomment@auburnwa.gov

If an individual requires accommodation to allow for remote oral comment because of a difficulty attending a meeting of the governing body, the City requests notice of the need for accommodation by 5:00 p.m. on the day of the scheduled meeting. Participants can request accommodation to be able to provide a remote oral comment by contacting the City Clerk's Office in person, by phone (253) 931-3039, or by email (publiccomment@auburnwa.gov).

CORRESPONDENCE

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 from the September 2, 2025, City Council Meeting
- B. Minutes from the September 8, 2025, Study Session Meeting
- C. Claims Vouchers (Thomas)
Claims voucher list dated September 10, 2025, which includes voucher numbers 481205 through voucher 481351, in the amount of \$5,393,967.62, sixteen electronic fund transfers in the amount of \$5,911.46, and one wire transfer in the amount of \$697,310.63

- D. Payroll Voucher (Thomas)
Payroll check numbers 539724 through 539728 in the amount of \$81,352.38, electronic deposit transmissions in the amount of \$3,152,302.34, for a grand total of \$3,233,654.72 for the period covering August 28, 2025, to September 10, 2025

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

UNFINISHED BUSINESS

NEW BUSINESS

ORDINANCES

- A. Ordinance No. 6987 (Krum)
An Ordinance for a site-specific rezone of Parcel No. 0004200001 from R-2, Residential Low to P-1, Public Use

(RECOMMENDED ACTION: Move to approve Ordinance No. 6987.)

- B. Ordinance No. 6988 (Krum)
An Ordinance for a Major Amendment to the Lakeland Hills South PUD Boundary to extract fourteen (14) parcels

(RECOMMENDED ACTION: Move to approve Ordinance No. 6988.)

RESOLUTIONS

- A. Resolution No. 5856 (Gaub)
A Resolution authorizing the Mayor to execute an Interlocal Agreement between the City of Auburn and the City of Sumner relating to the City of Auburn's Coal Creek Springs Transmission Main Replacement Project and the City of Sumner's Levee & Point Bar Project

(RECOMMENDED ACTION: Move to adopt Resolution No. 5856.)

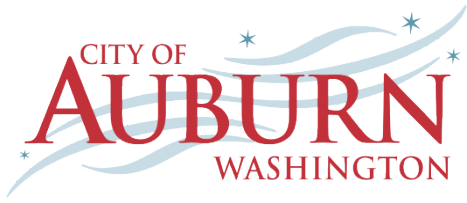
MAYOR AND COUNCILMEMBER REPORTS

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

ADJOURNMENT

Agendas and minutes are available to the public at the City Clerk's Office and on the City website (<http://www.auburnwa.gov>).



AGENDA BILL APPROVAL FORM

Agenda Subject:

Presentation from King County Library
King County Library Regional Manager David Wright to give an update on
the Auburn Library

Meeting Date:

September 15, 2025

Department:

Legal

Attachments:

Presentation

Budget Impact:**Administrative Recommendation:**

For discussion only.

Background for Motion:**Background Summary:****Councilmember:****Staff:**

Auburn Library Update

Presented by:

David Wright, Regional Manager - KCLS

CURIOSITY ISN'T QUIET



youtube.com/watch?v=okEgZMwMTOW

677,000

ACTIVE CARDHOLDERS

90,000

STUDENT AND
TEACHER ECARDS

11.5 MILLION

PHYSICAL CHECKOUTS

10.9 MILLION

DIGITAL CHECKOUTS

Second highest in the nation.

Third highest digital checkouts in the world from OverDrive.

2024 STATISTICS

CURIOSITY



LEVELS THE PLAYING FIELD.



**King County
Library System**

**CURIOSITY
ISN'T
QUIET**

LIBRARY USERS

JUNE 2024-JULY 2025

160,037

library visits

14,685

active cardholders (2025)

3,596

new patron accounts

269,211

physical material checkouts

290,779

digital checkouts and renewals

559,990

total checkouts and renewals



King County
Library System

CURIOSITY
ISN'T
QUIET

CURIOUS CREATURES

760

registrations June 7 through
August 16

211 newborn-age 5

455 ages 6-11

94 ages 12-17

140

completions July 1 through
August 16

44 newborn-age 5

86 ages 6-11

10 ages 12-17



SPONSORED BY



Libby.

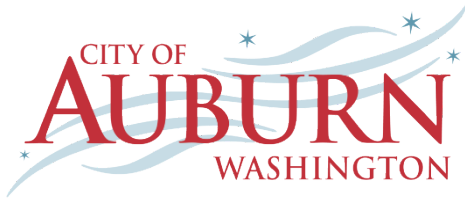


Rakuten kobo



**King County
Library System**





AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for Ezee Fiber Texas, LLC Franchise Agreement No. FRN25-0002 (Gaub)
City Council to hold a Public Hearing for consideration of Franchise Agreement No. FRN25-0002 for Ezee Fiber Texas, LLC for a Wireline Telecommunications Franchise

Meeting Date:

September 15, 2025

Department:

Public Works

Attachments:

Draft Ordinance No. 6994

Budget Impact:**Administrative Recommendation:**

City Council to hold a Public Hearing in consideration of Franchise Agreement No. FRN25-0002 for Ezee Fiber Texas, LLC for a Wireline Telecommunications Franchise.

Background for Motion:**Background Summary:**

Section 20.04.040 of the Auburn City Code requires the City to hold a Public Hearing before granting or denying a franchise agreement. Franchise Agreement No. FRN25-0002 for Ezee Fiber Texas, LLC will allow Ezee Fiber to install fiber optic cable and electronic infrastructure in the public ways within the City limits. Ezee Fiber intends to provide business and residential data and telecommunications services to customers located inside the City limits.

The date of the Public Hearing was set by consent agenda on September 2, 2025.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

ORDINANCE NO. 6994

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO EZEE FIBER TEXAS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, A FRANCHISE FOR WIRELINE TELECOMMUNICATIONS.

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

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

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

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

Section 1. Definitions

For the purpose of this Franchise and the interpretation and enforcement thereof, definitions of words and phrases shall be in accordance with the definitions set forth in this Franchise and in Auburn City Code 20.02.020. If there is a conflict between any of the definitions set forth in this Franchise and the definitions set forth in Auburn City Code 20.02.020, the definitions in this Franchise shall govern to the extent of such conflict.

- A. "ACC" means the Auburn City Code.
- B. "Franchise" means this agreement approved by Ordinance No. 6994 of the City which authorizes Franchisee Facilities to provide Franchisee Services in the Franchise Area.
- C. "Franchisee's Facilities" means fiber optic and broad band communications services constructed and operated within the public ways including all cables, wires, conduits, ducts, pedestals, and any associated

converter equipment or other items necessary for Telecommunications Services as defined in RCW 35.99.010(7), that are located in the Franchise Area.

Franchisee's Facilities do not include facilities used to provide wireless services, including antennas or other equipment, appliances, attachments and appurtenances associated with wireless telecommunications facilities. Franchisee's facilities do not include small wireless facilities, microcell, minor facility, or small cell facilities, as defined in RCW 80.36.375. Franchisee's facilities do not include any facilities that are not located within the Franchise Area or that are covered under a separate franchise agreement or agreement.

D. "Franchisee's Services" means any telecommunications service, telecommunications capacity, or dark fiber, provided by the Franchisee using its Facilities, including, but not limited to, the transmission of voice, data or other electronic information, or other subsequently developed technology that carries a signal over fiber optic cable. Franchisee's Services will also include non-switched, dedicated and private line, high capacity fiber optic transmission services to firms, businesses or institutions within the City and other lawful services not prohibited by this Ordinance. However, Franchisee's Services will not include the provision of "cable services", as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

Section 2. Grant of Right to Use Franchise Area

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

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

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

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

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

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

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

H. The Franchisee agrees to provide the City with complete contact information for any client, lessee, sub-lessee, customer, or other entity that Franchisee allows to utilize, control, access, or otherwise provides services to, who will also use the Franchisee Facilities to provide services to their clients and customers either inside or outside the City limits. Such contact information shall be provided to the City a minimum of sixty (60) days prior to the start of such anticipated use so that the City may determine if Franchisee's client, lessee, sub-lessee, customer, or other entity is required to obtain a franchise agreement with the City prior to such use. If the client, lessee, sub-lessee, customer, or other entity is required to obtain a franchise agreement with the City, then the Franchisee shall not allow use, control, access, or otherwise provide services to such entity until the required franchise agreement has been obtained.

Section 3. Notice

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

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

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

Franchisee: Ezee Fiber Texas, LLC
Attn: Garner Duncan
5959 Corporate Dr. Ste. 2000
Houston, TX 77036
Telephone: 713-255-7500
Email Address: garner.duncan@ezeefiber.com

with a copy to: Ezee Fiber Texas, LLC
Attn: Legal Department
5959 Corporate Dr. Ste. 2000
Houston, TX 77036
Telephone: 713-255-7500
Email Address: legal@ezeefiber.com

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

C. The above-stated Franchisee voice telephone numbers shall be staffed at least during normal business hours, Pacific time zone. The City may contact Franchisee at the following number for emergency or other needs outside of normal business hours of the Franchisee: 713-255-7500

Section 4. Term of Franchise

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

B. Automatic Extension. If the Franchisee fails to formally apply for a new franchise agreement prior to the expiration of this Franchise's term or any extension thereof, this Franchise automatically continues month to month until a

new franchise agreement is applied for and approved under the then current process or until either party gives written notice at least one hundred and eighty (180) days in advance of intent to cancel this Franchise.

Section 5. Acceptance of Franchise

A. This Franchise will not become effective until Franchisee files with the City Clerk (1) the Statement of Acceptance (Exhibit "A"), (2) all verifications of insurance coverage specified under Section 16, (3) the financial security specified in Section 17, and (4) payment of any outstanding application fees required in the City Fee Schedule. These four items will collectively be the "Franchise Acceptance". The date that such Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise.

B. If the Franchisee fails to file the Franchise Acceptance with the City Clerk within thirty (30) days after the effective date of the ordinance approving the Franchise as described in Section 28 of this Franchise, the City's grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

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

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

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

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

E. Tree Trimming. Upon prior written approval of the city the Franchisee shall have the authority to trim trees upon and overhanging streets, public ways and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Franchisee's Facilities. Franchisee shall be responsible for debris removal from such activities. If such

debris is not removed within 24 hours, the City may, at its sole discretion, remove such debris and charge the Franchisee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require other permits as necessary from the City.

Section 7. Trench Repair for Street Restorations

A. At any time during the term of this Franchise, if a Franchisee Facility or trench within the Franchise Area causes a street to crack, settle, or otherwise fail, the City will notify Franchisee of the deficiency and Franchisee agrees to restore the deficiency and repair the damage within thirty (30) days of written notice by the City.

B. For purposes of the Section, "street" shall mean all City owned improvements within a public way, including, but not limited to, the following: pavement, sidewalks, curbing, above and below-ground utility facilities, and traffic control devices.

Section 8. Repair and Emergency Work

In the event of an emergency, the Franchisee may commence repair and emergency response work as required under the circumstances. The Franchisee will notify the City telephonically during normal business hours (at 253-931-3010) and during non-business hours (at 253-876-1985) as promptly as possible, before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Franchisee's emergency contact phone number for corresponding response activity. The City may commence emergency response work, at any time, without prior written notice to the Franchisee, but will notify the Franchisee in writing as promptly as possible under the circumstances. Franchisee will reimburse the City for the City's actual cost of performing emergency response work.

Section 9. Damages to City and Third-Party Property

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

Section 10. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a utility or other franchisee, other than the Franchisee's, which was installed, constructed, completed or in place prior in time to Franchisee's application for a permit to construct or repair Franchisee's Facilities under this Franchise shall have preference as to positioning and location with respect to the Franchisee's Facilities. However, to the extent that the Franchisee's Facilities are completed and installed before another utility or other franchisee's submittal of a permit for new or additional structures, equipment, appurtenances, or tangible property, then the Franchisee's Facilities will have priority. These rules governing preference shall continue when relocating or changing the grade of any City road or public way. A relocating utility or franchisee will not cause the relocation of another utility or franchisee that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of Franchisee's Facilities. Such relocations will be governed by Section 11 and Chapter 35.99 RCW.

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

Section 11. Relocation of Franchisee Facilities

A. Except as otherwise so required by law, Franchisee agrees to relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Pursuant to the provisions of Section 15, Franchisee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the public way.

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

Section 12. Abandonment and or Removal of Franchisee Facilities

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

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

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

Section 13. Undergrounding

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

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

Section 14. Franchisee Information

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

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

Section 15. Indemnification and Hold Harmless

A. Franchisee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims,

suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Franchisee's acts, errors or omissions, or from the conduct of Franchisee's business, or from any activity, work or thing done, permitted, or suffered by Franchisee arising from or in connection with this Franchise, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

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

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

C. The Franchisee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Franchisee, and its agents, assigns, successors, or contractors, will make such arrangements as Franchisee deems fit for the provision of such services. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 15(A), the Franchisee will indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

Section 16. Insurance

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

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

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

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Franchisee's Commercial General Liability insurance policy with respect this Franchise using ISO endorsement CG 20 12 05 09 if the Franchise is considered a master permit as defined by RCW 35.99.010, or CG 20 26 07 04 if it is not, or substitute endorsement providing at least as broad coverage.

2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO form CA 00 01.

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

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

5. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Franchisee's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on the Franchisee's Excess or Umbrella Liability insurance policy.

D. Minimum Amounts of Insurance. The Franchisee shall maintain insurance that meets or exceeds the following limits:

1. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.

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

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

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and employer's liability insurance with limits of not less than \$1,000,000.

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

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

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

G. Subcontractors. The Franchisee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Franchisee-provided insurance as set forth herein, including limits no less than what is required of Franchisee under this Franchise. The Franchisee shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 26.

H. Verification of Coverage. The Franchisee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not

necessarily limited to the additional insured endorsement, evidencing the insurance requirements of this Franchise. Upon request by the City, the Franchisee shall furnish certified copies of all required insurance policies, including endorsements, required in this Franchise and evidence of all subcontractors' coverage.

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

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

K. City Full Availability of Franchisee Limits. If the Franchisee 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 Franchisee, irrespective of whether such limits maintained by the Franchisee are greater than those required by this Franchise or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Franchisee.

L. Franchisee – Self-Insurance. Franchisee will have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City. If the Franchisee is self-insured or becomes self-insured during the term of the Franchise, Franchisee or its affiliated parent entity shall comply with the following: (i) Franchisee shall submit a letter to the City stating which of the above required insurance provisions in this Section 15 Franchisee proposes to self-insure; (ii) provide the City, upon request, a copy of Franchisee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (iii) Franchisee or its parent company is responsible for all payments within the self-insured retention; and (iv) Franchisee assumes all defense and indemnity obligations as outlined in Section 15.

Section 17. Financial Security

The Franchisee will provide the City with a financial security in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. If Franchisee fails to substantially comply with any one or more of the provisions of this Franchise, the City may recover jointly and severally from the principal and any surety of that financial security any damages suffered by the City as a result Franchisee's failure

to comply, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities. Franchisee specifically agrees that its failure to comply with the terms of Section 20 will constitute damage to the City in the monetary amount set forth in that section. Any financial security will not be construed to limit the Franchisee's liability to the security amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 18. Successors and Assignees

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

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

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

D. Before the City's consideration of a request by Franchisee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee will file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance before transfer does not waive any right to insist on full compliance thereafter.

Section 19. Dispute Resolution

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

request is first, and the parties will make a good faith effort to achieve a resolution of the dispute.

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

Section 20. Enforcement and Remedies

A. If the Franchisee willfully violates, or fails to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or fails to comply with any notice given to Franchisee under the provisions of this Franchise, the City may, at its discretion, provide Franchisee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Franchisee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the financial guarantee set forth in Section 17 for every day after the expiration of the cure period that the breach is not cured.

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

Section 21. Compliance with Laws and Regulations

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

ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

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

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

Section 22. License, Tax and Other Charges

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

Section 23. Consequential Damages Limitation

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

Section 24. Severability

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

Section 25. Titles

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

Section 26. Implementation

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

Section 27. Entire Franchise

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

Section 28. 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

Jason Whalen, City Attorney

PUBLISHED: _____

EXHIBIT "A"

STATEMENT OF ACCEPTANCE

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

Franchisee Name: Ezee Fiber Texas, LLC

Address: _____

City, State, Zip: _____

By: _____
Signature

Date: _____

Name: _____

Title: _____

STATE OF _____)
)ss.

COUNTY OF _____)

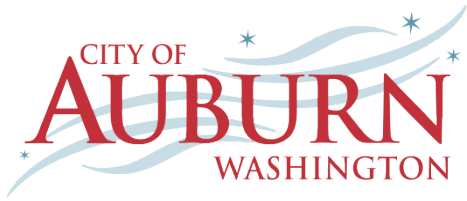
On this ____ day of _____, 20__, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

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

Signature

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

MY COMMISSION EXPIRES: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes from the September 2, 2025, City Council Meeting

Meeting Date:

September 15, 2025

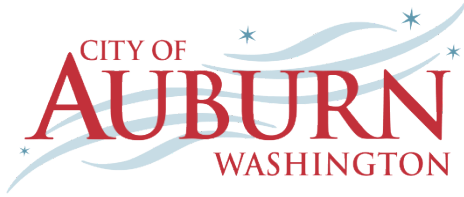
Department:

City Council

Attachments:

09-02-2025 Minutes

Budget Impact:**Administrative Recommendation:****Background for Motion:****Background Summary:****Councilmember:****Staff:**



**City Council
Regular Meeting
September 2, 2025 - 7:00 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

Mayor Backus called the meeting to order at 7:02 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street.

LAND ACKNOWLEDGEMENT

Mayor Backus acknowledged the Federally Recognized Muckleshoot Indian Tribe as the ancestral keepers of the land we are gathered on today.

PUBLIC PARTICIPATION

The City Council Meeting was held in person and virtually.

PLEDGE OF ALLEGIANCE

Mayor Backus led those in attendance in the Pledge of Allegiance.

ROLL CALL

Councilmembers present: Deputy Mayor Cheryl Rakes, Hanan Amer, Kate Baldwin, Lisa Stirgus, Clinton Taylor, Tracy Taylor, and Yolanda Trout-Manuel.

Mayor Nancy Backus and the following staff members present included: Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Human Services Kent Hay, and City Clerk Shawn Campbell.

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

There were no announcements, proclamations, or presentations.

APPOINTMENTS

- A. Junior City Council
City Council to approve the appointment of Lawand Muhsen to the Auburn Junior City Council for a one-year term expiring August 31, 2026

Deputy Mayor Rakes moved and Councilmember Amer seconded to approve the appointment of Lawand Muhsen to the Junior City Council for a one-year term expiring August 31, 2026.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Salary Commission
City Council to approve the appointment of Aaron Schuler to the Salary Commission for a four-year term expiring August 31, 2028

Councilmember Stirgus moved and Councilmember Amer seconded to approve the appointment of Aaron Schuler to the Salary Commission for a four-year term expiring August 31, 2028.

Councilmember Baldwin recused herself due to personal gain because Aaron Schuler supported her political campaign financially.

Council discussed the candidate's personal relationships with the Council and the legality of his appointment.

MOTION CARRIED. 4-2. Deputy Mayor Rakes and Councilmember Trout-Manuel voted no. Councilmember Baldwin abstained.

AGENDA MODIFICATIONS

There were no modifications to the agenda.

PUBLIC HEARINGS

- A. Resolution No. 5851 (Gaub)
A Public Hearing to consider approving the surplus of Vehicle 6903C, 2010 Vactor Truck Valued at \$85,000.00

Mayor Backus opened the Public Hearing at 7:17 p.m.

Virginia Haugen provided comments.

Mayor Backus closed the Public Hearing at 7:18 p.m.

- B. Resolution No. 5853 (Whalen)
A Public Hearing to consider declaring City-Owned Utility Real Property King County Parcel Number 3341000088 as surplus

Mayor Backus opened the Public Hearing at 7:19 p.m.

Virgina Haugen provided comments.

Mayor Backus closed the Public Hearing at 7:20 p.m

AUDIENCE PARTICIPATION

Written Comments:

The City Clerk's Office received written comments from Averie Carver, which were forwarded to Mayor and Council prior to the meeting for review.

In-Person Comments:

Trish Boarden and Virginia Haugen provided comments.

CORRESPONDENCE

There was no correspondence for Council to review.

CONSENT AGENDA

- A. Minutes from the August 18, 2025, City Council Meeting
- B. Minutes from the August 25, 2025, Study Session Meeting
- C. Setting the date for Public Hearing for Ezee Fiber Texas, LLC Franchise Agreement (Gaub)
- D. Claims Vouchers (Thomas)
Claims voucher list dated August 27, 2025 which includes voucher numbers 481052 through voucher 481096, voucher numbers 481098 through voucher 481204 in the amount of \$3,373,219.77, twelve electronic fund transfers in the amount of \$22,854.99 and four wire transfers in the amount of \$2,011,207.02
- E. Claims Voucher (Thomas)
Claims Voucher 481097, dated August 27, 2025, in the amount of \$24,417.57
- F. Payroll Voucher (Thomas)
Payroll check numbers 539721 through 539723 in the amount of \$701,502.21, electronic deposit transmissions in the amount of \$2,750,415.43, for a grand total of \$3,451,917.64 for the period covering August 14, 2025 to August 27, 2025

Deputy Mayor Rakes moved and Councilmember Stirgus seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

RESOLUTIONS

A. Resolution No. 5851 (Gaub)

A Resolution approving the surplus of Vehicle 6903C, 2010 Vactor Truck
Valued at \$85,000.00

Councilmember T. Taylor moved and Councilmember Stirus seconded to
adopt Resolution No. 5851.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5853 (Whalen)

A Resolution declaring City-Owned Utility Real Property King County Parcel
Number 3341000088 as surplus and authorizing its disposal

Councilmember Baldwin moved and Councilmember Amer seconded to adopt
Resolution No. 5853.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Resolution No. 5854 (Whalen)

A Resolution authorizing the Mayor to execute a Purchase and Sale
Agreement with Zachary D. and Shawnee R. Beck for the disposal of Surplus
Real Property King County Parcel Number 3341000088

Councilmember Baldwin moved and Councilmember C. Taylor seconded to
adopt Resolution No. 5854.

MOTION CARRIED UNANIMOUSLY. 7-0

D. Resolution No. 5855 (Hay)

A Resolution ratifying the Mayor's execution of an allocation agreement and
participation forms related to opioid pharmacy and manufacturer settlements

Councilmember Trout-Manuel moved and Councilmember Amer seconded to
adopt Resolution No. 5855.

MOTION CARRIED UNANIMOUSLY. 7-0

E. Resolution No. 5857 (Thomas)

A Resolution authorizing the Mayor to execute an agreement between the City
of Auburn and the Department of Ecology to implement the 2025-2027 Local

Solid Waste Financial Assistance Grant Program and to accept and expend Program Grant Funds

Councilmember Baldwin moved and Councilmember Amer seconded to adopt Resolution No. 5857.

MOTION CARRIED UNANIMOUSLY. 7-0

F. Resolution No. 5858 (Council)

A Resolution supporting the Auburn School District's School Proposition 1: School Bond-Building for Learning and Proposition 2: Safety, Security, Facility Improvements and Technology Replacement Levy

Deputy Mayor Rakes moved and Councilmember Stirgus seconded to adopt Resolution No. 5858.

There was an opportunity for Public Comment on the ballot measure.

Virginia Haugen provided comments.

Council discussed the Bond Measures.

MOTION CARRIED UNANIMOUSLY. 7-0

MAYOR AND COUNCILMEMBER REPORTS

A. From the Council

Councilmembers provided reports on the events that they attended.

B. From the Mayor

Mayor Backus provided a report on the events she attended.

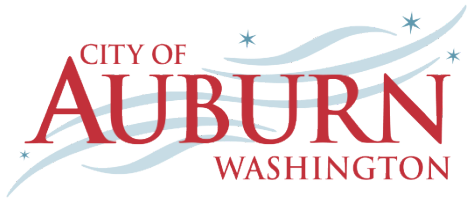
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:49 p.m.

APPROVED this 15th day of September 2025.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes from the September 8, 2025, Study Session Meeting

Meeting Date:

September 15, 2025

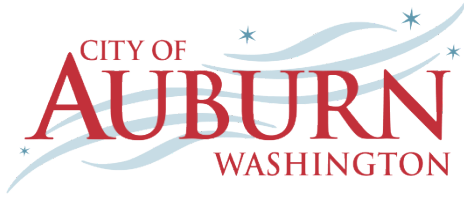
Department:

City Council

Attachments:

09-08-2025 Minutes

Budget Impact:**Administrative Recommendation:****Background for Motion:****Background Summary:****Councilmember:****Staff:**



**City Council
Study Session
Finance & Internal Services SFA
September 8, 2025 - 5:30 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

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

PUBLIC PARTICIPATION

The Study Session Meeting was held in person and virtually.

ROLL CALL

Councilmembers present: Deputy Mayor Cheryl Rakes, Hanan Amer, Lisa Stirgus, Tracey Taylor, Clinton Taylor, and Yolanda Trout-Manuel. Councilmember Kate Baldwin attended the meeting virtually via Zoom.

Mayor Nancy Backus and the following staff members present included: Deputy City Attorney Paul Byrne, Assistant Chief of Police Samuel Betz, Director of Community Development Jason Krum, Director of Public Works Ingrid Gaub, Director of Finance Jamie Thomas, Director of Parks, Arts, and Recreation Julie Krueger, Assistant Director of Community Development Steve Sturza, Right-of-Way Specialist Amber Olds, and City Clerk Shawn Campbell.

AGENDA MODIFICATIONS

There were no modifications made to the agenda.

ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports, or presentations.

FINANCE AND INTERNAL SERVICES DISCUSSION ITEMS

- A. 2nd Quarter 2025 Financial Report (Thomas) (20 Minutes)
Financial Report through June 30, 2025

Councilmember Baldwin, Chair of the Finance and Internal Services Special Focus Area, chaired this portion of the meeting.

Director Thomas provided Council with an overview of the 2nd Quarter 2025 Financial Report including the General Fund overview, tax revenue, licenses and permits fees, intergovernmental revenue, charges for services, other revenue sources, expenditures from the General Fund, ARPA expenditures update, and Real Estate Excise Tax collections.

Council discussed the City's comparison with other jurisdictions in the State Liquor Tax, recruitment and retention, B&O Taxes, salary savings, and intergovernmental funds.

AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Ordinance No. 6987 (Krum) (15 Minutes)

An Ordinance for a site-specific rezone of Parcel No. 0004200001 from R-2, Residential Low to P-1, Public Use

Assistant Director Sturza provided Council with an overview of Ordinance No. 6987 including the location of the proposed rezone, the proposed changes, and the Hearing Examiner's recommendation.

Council discussed the connection to the Comprehensive Plan, and the timeline of the project.

B. Ordinance No. 6988 (Krum) (15 Minutes)

An Ordinance for a major amendment to the Lakeland Hills South PUD boundary to extract fourteen (14) parcels

Assistant Director Sturza provided Council with an overview of Ordinance No. 6988 including the parcels included in the proposed change, the purpose for the Amendment, the final development plan, and the Hearing Examiner's comments and recommendation.

C. Ordinance No. 6994 (Gaub) (10 Minutes)

An Ordinance granting Ezee Fiber Texas, LLC a franchise for wireline telecommunications

Specialist Olds provided Council with an overview of Ordinance No. 6994 including the proposed Franchise Agreement, location of the proposed franchise, and future expansion.

Council discussed the impact on other franchise holders and affordability to the residents, the number of franchise agreements, and digital equity.

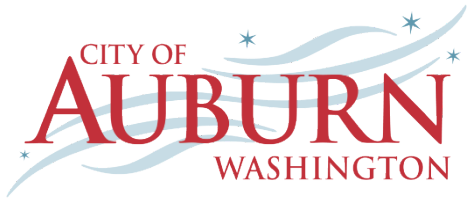
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:07 p.m.

APPROVED this 15th day of September 2025.

CHERYL RAKES, DEPUTY MAYOR

Shawn Campbell, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)

Claims voucher list dated September 10, 2025, which includes voucher numbers 481205 through voucher 481351, in the amount of \$5,393,967.62, sixteen electronic fund transfers in the amount of \$5,911.46, and one wire transfer in the amount of \$697,310.63

Meeting Date:

September 15, 2025

Department:

Finance

Attachments:

None

Budget Impact:**Administrative Recommendation:**

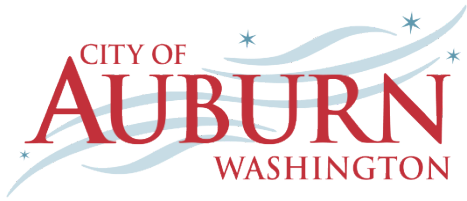
City Council to approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claims voucher list dated September 10, 2025, which includes voucher numbers 481205 through voucher 481351, in the amount of \$5,393,967.62, sixteen electronic fund transfers in the amount of \$5,911.46, and one wire transfer in the amount of \$697,310.63.

Councilmember: Kate Baldwin

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Voucher (Thomas)
Payroll check numbers 539724 through 539728 in the amount of \$81,352.38, electronic deposit transmissions in the amount of \$3,152,302.34, for a grand total of \$3,233,654.72 for the period covering August 28, 2025, to September 10, 2025

Meeting Date:

September 15, 2025

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

Department:

Finance

Attachments:

None

Budget Impact:**Administrative Recommendation:**

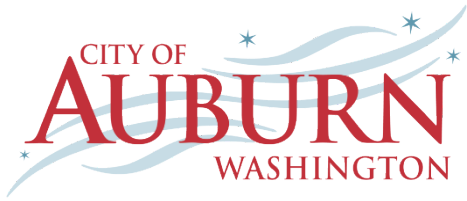
City Council to approve Payroll Vouchers.

Background for Motion:**Background Summary:**

Payroll check numbers 539724 through 539728 in the amount of \$81,352.38, electronic deposit transmissions in the amount of \$3,152,302.34, for a grand total of \$3,233,654.72 for the period covering August 28, 2025, to September 10, 2025.

Councilmember: Kate Baldwin

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6987 (Krum)
An Ordinance for a site-specific rezone of Parcel No. 0004200001 from R-2,
Residential Low to P-1, Public Use

Meeting Date:

September 15, 2025

(RECOMMENDED ACTION: Move to approve Ordinance No. 6987.)

Department:

Community Development

Attachments:

Ord. No. 6987, Ord. No. 6987 -
Exhibit A, Ord. No. 6987 - Exhibit
B

Budget Impact:**Administrative Recommendation:**

City Council to approve Ordinance No. 6987.

Background for Motion:

Ordinance No. 6987 would rezone Parcel No. 0004200001 to be consistent with the previously adopted land use designation, allowing for public use. This site is proposed for the future construction of the new Cascade Middle School.

Background Summary:

The City of Auburn School District No. 408 is requesting to rezone Parcel No. 0004200001 (a vacant parcel) using a "Site-Specific Rezone, Category 1" application process in accordance with ACC 18.68.030(A)(2) to rezone a property to a zoning district that implements the land use map designation applied to the property. The parcel is proposed to be rezoned from R-2, Residential Low Zone to P-1, Public Use Zone. This rezone action will bring the parcel into alignment with the land use designation and allow for a site build-out for a future school campus. The Hearing Examiner held a Public Hearing on August 20, 2025, and issued a decision on August 27, 2025, recommending approval to the City Council.

Staff presented the proposed changes to City Council at Study Session on September 8, 2025.

Councilmember: Tracy Taylor

Staff: Jason Krum

ORDINANCE NO. 6987

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, FOR A SITE-SPECIFIC REZONE
OF PARCEL NO. 0004200001 FROM R-2, RESIDENTIAL
LOW TO P-1, PUBLIC USE

WHEREAS, Auburn School District No. 408 owns seven (7) contiguous vacant parcels (King County Parcel Nos. 0004200025, 0004200022, 0004200003, 0004200019, 0004200013, 0004200024, and 0004200001) with the intention to develop them into a comprehensive school campus, including a high school, elementary, and middle school; and

WHEREAS, Ordinance No. 6960 relating to the completion of the 2024 Periodic Comprehensive Plan update re-designated the parcels to the Public/Quasi-Public land use category; and

WHEREAS, six of the seven parcels were rezoned to P-1 Public Use zone, however parcel no. 0004200001 (the subject parcel) was inadvertently excluded from the rezoning action and remained zoned as R-2 Residential Low zone which the parcel is specifically proposed to serve as the new middle school; and

WHEREAS, Camie Anderson, of Shockey Planning Group, Applicant's Representative, on behalf of Auburn School District No. 408 submitted a site-specific rezone application on May 27, 2025 for Parcel No. 0004200001 to rezone the parcel from R-2 Residential Low to P-1 Public Use zone; and

WHEREAS, the project is exempt from SEPA review in accordance with WAC 197-11-800(6)(c); and

WHEREAS, after proper notice published in the City's official newspaper at least

ten (10) days prior to the date of Public Hearing, the City of Auburn Hearing Examiner conducted a Public Hearing, heard public testimony, and took evidence and exhibits into consideration; and

WHEREAS, on August 27, 2025 the Hearing Examiner recommended approval of the site-specific rezone application and made and entered Findings of Fact and Conclusions of Law based thereon in support of that recommendation, as set forth in the Findings of Fact, Conclusions of Law and Recommendation of the Hearing Examiner attached hereto, marked as Exhibit “A” and incorporated herein by this reference; and

WHEREAS, the City Council concurs with the Findings of Fact and Conclusions of Law of the Hearing Examiner; and

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

Section 1. Adoption of the Hearing Examiner’s Findings of Fact and Conclusions of Law. The City Council adopts the Findings of Fact and Conclusions of Law based thereon, made and entered by the Hearing Examiner in support of the recommendation to the City Council, as set forth in the “Findings of Fact, Conclusions of Law and Recommendation” for the Auburn School District No. 408, City File Number REZ25-0002, dated August 27, 2025 attached hereto, included as Exhibit “A”.

Section 2. Approval. The City Council adopts and approves the request to change the zoning of King County Parcel No. 0004200001 from R-2 Residential Low to P-1 Public Use, shown in Exhibit “B”.

Section 3. Constitutionality or Invalidity. If any section, subsection clause or phase of this Ordinance is for any reason held to be invalid or unconstitutional such

invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance, as it is being hereby expressly declared that this Ordinance and each section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, adopted and approved and ratified irrespective of the fact that any one or more section, subsection, sentence, clause or phrase be declared invalid or unconstitutional.

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

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

Section 6. **Effective Date.** This ordinance shall take effect and be in force five (5) days from and after its passage, approval, and publication, as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

Published: _____

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6 **BEFORE THE HEARING EXAMINER FOR THE CITY OF AUBURN**

7 Phil Olbrechts, Hearing Examiner

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RE: Cascade Middle School Rezoning REZ25-0002	FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDATION.
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12 **INTRODUCTION**

13 The Auburn School District (ASD) has requested a rezoning to reclassify approximately
14 35.2 acres from R-2 (Residential Low) to P-1 (Public Use District) located in the
15 southeastern corner of the Lakeland Hills South Planned Unit Development east of I
ST NE with access from 40th ST NE. It is recommended that the City Council
approve the rezoning.

16 The rezoning area is currently designated Public/Quasi-Public in the City's
17 Comprehensive Land Use Map. The only authorized implementing zones for this
18 Comprehensive Plan designation are Institutional (I) and Public Use (P-1). The
19 current R-2 designation is inconsistent with the Comprehensive Plan designation.
20 The City Council changed the Comprehensive Plan Land Use Map designations of
21 the rezoning area and several parcels adjoining to the north in 2024 to facilitate the
22 replacement of the Cascade Middle School and other school campus development.
The proposed rezoning area was mistakenly omitted from a similar rezoning from R-2 to
P-1 for the parcels to the north. The proposed rezoning is necessary for replacement of
the middle school and further development of the school campus.

23 **ORAL TESTIMONY**

24 Dinah Reed, Auburn City Planner, summarized the staff report.

25 Jeff Grose, Executive Director for Auburn School District Capital Projects, spoke in
favor of the project. Mr. Grose noted that the rezoning will allow the District to replace
an aging school, develop a larger site with better facilities for instruction, for outdoor
use and for the community. Secondly, a major benefit is that the rezoning will enable

the District to eventually develop the rest of the 70 acres into a school campus. The campus has a middle school, high school, and elementary school.

No one else testified at the hearing.

EXHIBITS

Exhibits 1-5 listed at page 10 of the July 28, 2025 staff report were admitted into the record during the August 20, 2025 public hearing. A May 27, 2025 compliance narrative written by the Applicant was admitted into the record during the public hearing.

FINDINGS OF FACT

Procedural:

1. Applicant. Jeff Grose, Executive Director-Capital Projects Auburn School District, 915 Fourth ST NE, Auburn, WA 98002

2. Hearing. The Hearing Examiner conducted a hearing on the application at 5:30 p.m. at Auburn City Hall in the Council Chambers on August 20, 2025.

Substantive:

3. Site/Proposal Description. The Auburn School District has requested a rezone to reclassify approximately 35.2 acres from R-2 (Residential Low) to P-1 (Public Use District) located in the southeastern corner of the Lakeland Hills South Planned Unit Development east of I ST NE with access from 40th ST NE.

The subject property is rectangular in shape, approximately 2,277 ft. in width (east to west) and 700 ft. in length (north to south). It is flat with natural vegetation as well as a trail that traverses the property. A portion of the southwest corner contains a wetland encroachment.

The subject property is located south of 5 vacant parcels totaling approximately 37.3 acres owned by Auburn School District No. 4. The subject site is part of seven contiguous parcels owned by ASD, approximately 73 acres in total. ASD intends to develop these parcels into a comprehensive school campus, including an elementary school, middle school, and high school.

The ASD seven parcels were re-designated to the Public/Quasi-Public land use category as part of the Periodic Update to the Auburn Comprehensive Plan in 2024. Concurrently, six of the seven parcels were rezoned to P-1 Public Use Zone. However, parcel number 000420-0001 (the subject parcel) was inadvertently

excluded from the rezoning action and remain zoned as R-2. The subject parcel is proposed to serve as the new middle school.

4. Characteristics of the Area. As previously noted, the parcels to the north are zoned Public and comprise part of an ASD campus. Directly to the south of the subject parcel is “The River” manufactured home park. To the west is the Velvet Homes Estates subdivision, and to the east is the Green River.

5. Adverse Impacts. No adverse impacts are anticipated from the proposal. The proposal adds to an existing campus and will just result in the replacement of the existing Cascade Middle School in addition to providing additional space for scholastic and community amenities. Traffic and other project specific impacts will be addressed and mitigated during site plan and other development permit review.

CONCLUSIONS OF LAW

Procedural:

1. Authority of Hearing Examiner. ACC 18.68.030(A)(1) grants the Hearing Examiner with the authority to review and make a recommendation on rezone requests to the City Council.

Substantive:

2. Zoning Designation. The property is currently zoned R-2 (Residential Low).

3. Review Criteria. ACC 18.68.040 sets the review criteria for site specific rezones. Applicable criteria are quoted in italics below and applied via corresponding conclusions of law.

ACC 18.68.040: *There is no presumption of validity for a rezone (zoning map amendment) and the applicant has the burden of proof in establishing compliance with all of the following criteria:*

A. The rezone implements the policies of the comprehensive plan; or

4. Criterion met. The criterion is met. As previously noted, the Comprehensive Plan Land Use Map designation for the project site is Public/Quasi-Public. The current R-2 zoning of the subject parcel is inconsistent with the map designation. The only authorized implementing zones for the Public/Quasi-Public designation are Institutional (1) and Public Use (P-1). The proposed P-1 rezone is the most appropriate and compatible zone of the two options because it enables the further development of the adjoining Auburn School District campus.

1 **ACC 18.68.040B.** *The rezone is necessary due to a substantial change in*
2 *circumstances since the current zoning; and*

3 5. Criterion optional. The criterion doesn't need to be met. As noted in ACC
4 18.68.040A and B, only one of A or B needs to be met to validate the rezone. The
5 proposal is clearly necessary to implement the comprehensive plan because current
6 zoning is not consistent with the Comprehensive Plan Land Use Map. The proposal
7 is necessitated by changes in circumstances in any event. The Cascade Middle
School needs to be replaced since the subject parcel was last zoned. The Auburn
School District also has plans to further develop the subject parcel as part of its larger
school campus.

8 **ACC 18.68.040C.** *The rezone bears a substantial relationship to the public health,*
9 *safety, or welfare.*

10 6. Criterion Met. The criterion is met. The proposal will replace an aging middle
11 school and scholastic and community amenities without any significant adverse
12 impacts. In this regard the proposal bears a substantial relationship to the public
health and welfare.

13 **RECOMMENDATION**

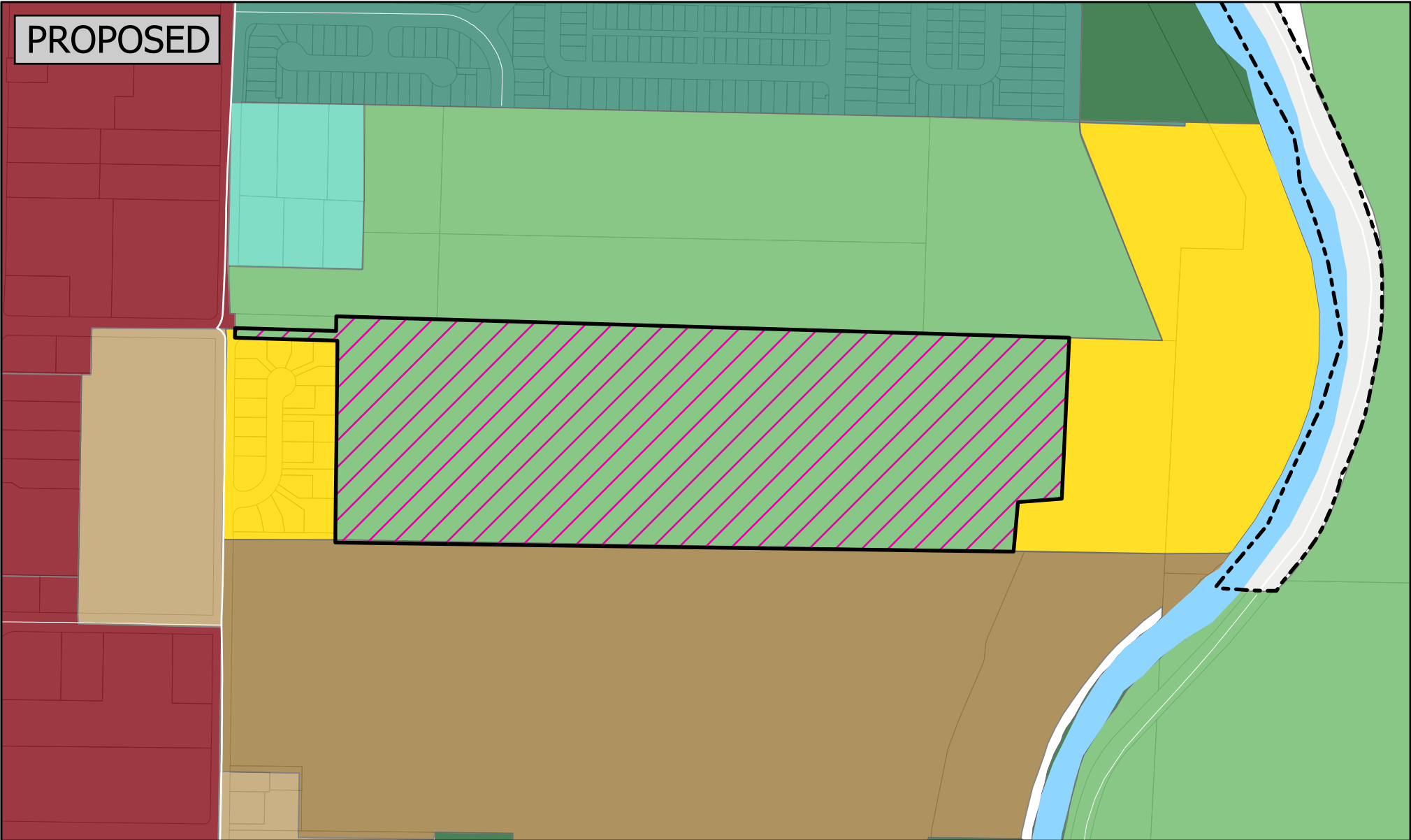
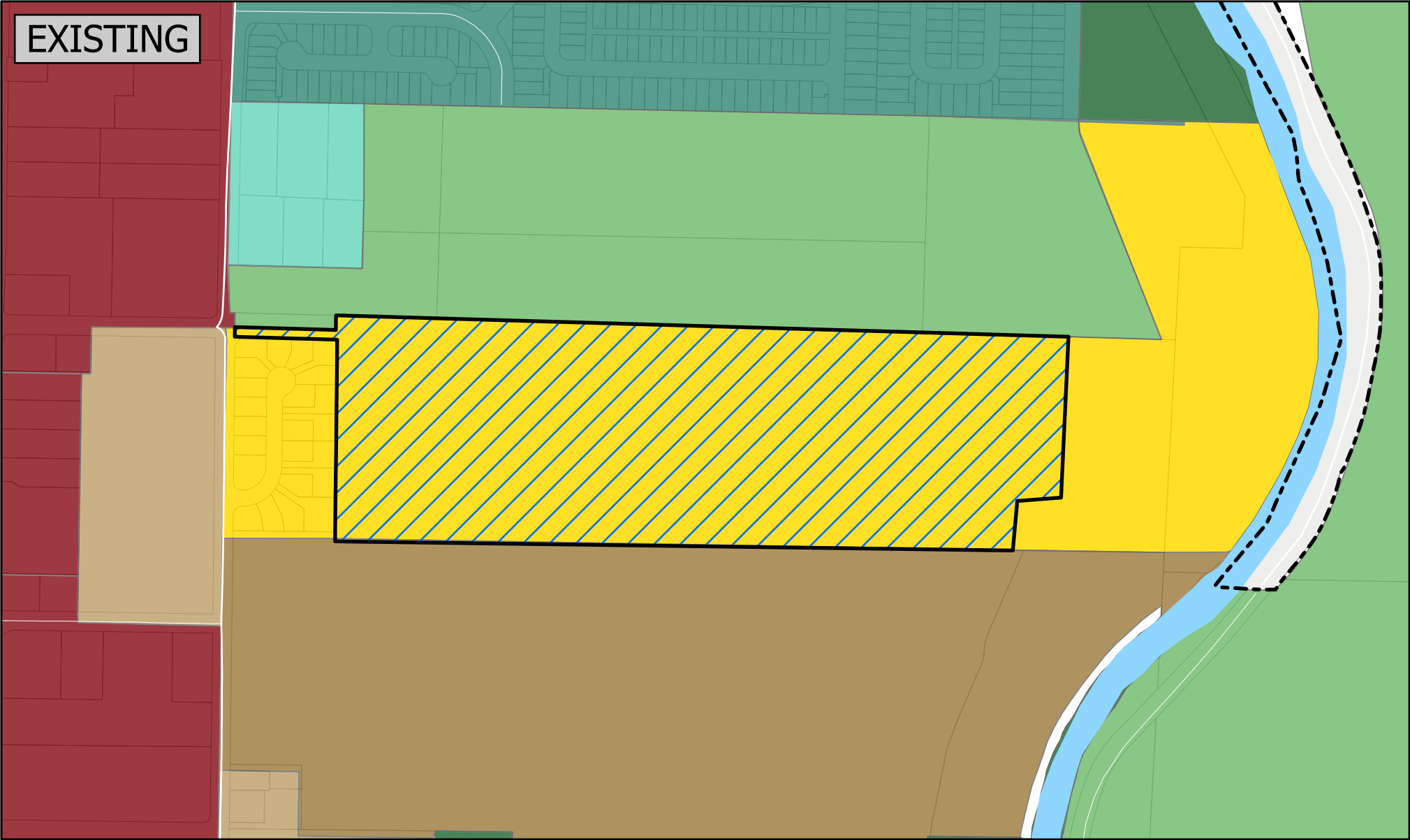
14 It is recommended that the City Council approve the requested REZ25-0002 rezone
15 from R-2 to P-1.

16 Dated this 27th day of August, 2025.

17 *Phil Olbrechts*

18 _____
19 Phil Olbrechts,
20 City of Auburn Hearing Examiner
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Ordinance No. 6987 Zoning Map Amendment



Open Space

R-2 Residential Low

P-1 Public Use District

R-4 Residential High

Planned Unit Development District

C-2 Heavy Commercial

R-NM Neighborhood Mixed Use

Residential Manufactured/
Mobile Home Community

Existing Zoning

Proposed Zoning

Auburn City Limits

00.050.10.150.2

Miles

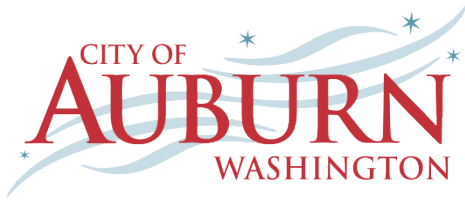
Printed On: 8/26/2025

Map ID: 6350

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

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Page 50 of 72



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6988 (Krum)
An Ordinance for a Major Amendment to the Lakeland Hills South PUD
Boundary to extract fourteen (14) parcels

Meeting Date:

September 15, 2025

(RECOMMENDED ACTION: Move to approve Ordinance No. 6988.)

Department:

Community Development

Attachments:

Ord. No. 6988, Ord. No. 6988 -
Exhibit A, Ord. No. 6988 - Exhibit
B

Budget Impact:**Administrative Recommendation:**

City Council to approve Ordinance No. 6988.

Background for Motion:

Ordinance No. 6988 would extract fourteen Auburn School District owned parcels from the Lakeland South Hills PUD to allow for future construction of a new middle school.

Background Summary:

The City of Auburn School District No. 408 is requesting to amend the Lakeland Hills South PUD boundary by extracting 14 parcels through a Major PUD Amendment (PLT25-0005). The application process is in accordance with ACC 18.76.120. The Lakeland Hills South PUD was originally established in the 1990s and the proposed area to be extracted (approximately 43.6 acres) was created to provide enhanced flexibility and alternative residential development standards for a mix of residential densities. The subject site is no longer intended for residential development but proposed instead for the Auburn School District No. 408 new school campus. The Hearing Examiner held a Public Hearing on August 20, 2025, and issued a decision on August 28, 2025, recommending approval to the City Council.

Staff presented the proposed changes to City Council at Study Session on September 8, 2025.

Councilmember: Tracy Taylor

Staff: Jason Krum

ORDINANCE NO. 6988

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, FOR A MAJOR AMENDMENT
TO THE LAKELAND HILLS SOUTH PUD BOUNDARY TO
EXTRACT FOURTEEN (14) PARCELS**

WHEREAS, Auburn School District No. 408 owns fifteen (15) contiguous vacant parcels (Pierce County Parcel Nos. 0520053001, 0520053006, 0520053013, 0520053014, 0520053015, 0520053016, 0520053034, 0520053035, 0520053036, 0520053040, 0520053041, 0520053046, 0520053055, 0520053060, and 0520054081); and

WHEREAS, the area was created to provide enhanced flexibility and alternative residential development; however, the site is no longer intended for residential development but instead for a new middle school; and

WHEREAS, one of the fifteen parcels (Pierce County Parcel No. 0520053013) is outside of the PUD and is zoned R-2 Residential Low; and

WHEREAS, fourteen of the said parcels are to be extracted from the Lakeland Hills South PUD Boundary through a Major PUD Amendment; and

WHEREAS, the Auburn School District's compilation of parcels is bisected by a pipeline/powerline right-of-way owned by Northwest Pipeline Corporation and a parcel containing a water tower owned by the City of Bonney Lake which are not part of the PUD; and

WHEREAS, Camie Anderson, of Shockey Planning Group, Applicant's Representative, on behalf of Auburn School District No. 408 submitted a Major Amendment to the Lakeland Hills South PUD boundary in conjunction with a

Comprehensive Plan Land Use Map Amendment to be processed under a separate procedure, on June 3, 2025; and

WHEREAS, a SEPA checklist was submitted with the Major Amendment under City File No. SEP25-0010 and a Determination of Non-significance in accordance with WAC 197-11-800(6)(c), and a Notice of Application and Notice of Public Hearing was issued on July 18, 2025 consistent with the noticing requirements of ACC 14.07.040; and

WHEREAS, after proper notice published in the City's official newspaper at least ten (10) days prior to the date of Public Hearing, the City of Auburn Hearing Examiner conducted a Public Hearing, heard public testimony, and took evidence and exhibits into consideration; and

WHEREAS, on August 28, 2025 the Hearing Examiner recommended approval of the Major Amendment to the PUD and made and entered Findings of Fact and Conclusions of Law based thereon in support of that recommendation, as set forth in the Findings of Fact, Conclusions of Law and Recommendation of the Hearing Examiner attached hereto, marked as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the City Council concurs with the Findings of Fact and Conclusions of Law of the Hearing Examiner; and

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

Section 1. Adoption of the Hearing Examiner's Findings of Fact and Conclusions of Law. The City Council adopts the Findings of Fact and Conclusions of Law based thereon, made and entered by the Hearing Examiner in support of the recommendation to the City Council, as set forth in the "Findings of Fact, Conclusions of

Law and Recommendation for the Auburn School District No. 408, City File Number PLT25-0005, dated August 28, 2025, attached hereto, marked as Exhibit “A”.

Section 2. Approval. The City Council adopts and approves the request to remove Pierce County Parcel Nos. 0520053001, 0520053006, 0520053014, 0520053015, 0520053016, 0520053034, 0520053035, 0520053036, 0520053040, 0520053041, 0520053046, 0520053055, 0520053060, and 0520054081 from the Lakeland Hills South PUD boundary shown in Exhibit “B”.

Section 3. Constitutionality or Invalidity. If any section, subsection clause or phase of this Ordinance is for any reason held to be invalid or unconstitutional such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance, as it is being hereby expressly declared that this Ordinance and each section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, adopted and approved and ratified irrespective of the fact that any one or more section, subsection, sentence, clause or phrase be declared invalid or unconstitutional.

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

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

Section 6. **Effective Date.** This ordinance shall take effect and be in force five (5) days from and after its passage, approval, and publication, as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

Published: _____

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8 **BEFORE THE HEARING EXAMINER FOR THE CITY OF AUBURN**

9 Phil Olbrechts, Hearing Examiner

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RE: Auburn School District Major PUD Amendment File No. PLT25-0005	FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDATION
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15 **SUMMARY**

16 The Auburn School District requests approval of a major amendment to the Lakeland Hills South
17 Planned Unit Development (PUD) to extract approximately 43.6 acres from the PUD to change their
18 use from mixed residential use to P-1 for construction of a new middle school. It is recommended that
the City Council approve the requested amendment.

19 **EXHIBITS**

20 Exhibits 1-7 identified at page 9 of the August 5, 2025 staff report were admitted into the record during
21 the August 20, 2025 public hearing. The following exhibits were also admitted during the hearing:

- 22 Exhibit 8: Staff PowerPoint presentation.
23 Exhibit 9: June 3, 2025 Applicant compliance narrative.
24 Exhibit 10: August 4, 2025 Staff and Applicant response to public comments.

25 **ORAL TESTIMONY**

26 Dinah Reed, Auburn City Planner, summarized the staff report.

1 Jeff Grose, Executive Director for Auburn School District Capital Projects, spoke in favor of the project. Mr. Grose
2 noted that the proposed amendment will allow the construction of a new middle school instead of just replacing one
3 as done for the REZ25-0002 rezone. Currently there are 1,000 middle school students in portable class rooms. The
4 new school will accommodate 800 of those students.

5 No one else testified at the hearing.

6 FINDINGS OF FACT

7 Procedural:

8 1. Applicant. Jeff Grose, Executive Director-Capital Projects Auburn School District, 915 Fourth
9 ST NE, Auburn, WA 98002.

10 2. Hearing. The Hearing Examiner conducted a hearing on the application at 5:30 p.m. at Auburn
11 City Hall in the Council Chambers on August 20, 2025.

12 Substantive:

13 3. Site/Proposal Description. The Auburn School District requests approval of a major amendment
14 to the Lakeland Hills South Planned Unit Development (PUD) to extract approximately 43.6 acres from
15 the PUD to change their use from mixed residential use to P-1 zoned use for construction of a new
middle school.

16 The amendment area is located in the Lakeland Hills South Planned Unit Development (PUD) south of
17 the intersection of Lake Tapps Parkway SE and Sumner Tapps Highway East. The Lakeland Hills South
18 PUD was originally established in the 1990's. The area subject to the amendment was created to provide
enhanced flexibility and alternative residential development standards for a mix of residential densities.
The PUD amendment extracts 14 contiguous parcels owned by ASD within the PUD.

19 The Auburn School District's compilation of parcels is partially bisected by Pierce County parcel
20 0520053025, which is a pipeline/powerline right-of-way owned by Northwest Pipeline Corporation, and
21 parcel no. 0520053072, containing a water tower owned by the City of Bonney Lake. These two parcels
are not a part of the application.

22 4. Surrounding Uses. Surrounding uses are composed of vacant and residentially developed
23 property with environmentally sensitive areas to the west and Lake Tapps to the southeast.

24 5. Adverse Impacts. No adverse impacts are anticipated as a result of the amendment. Specific
25 impacts are addressed as follows:

26 A. Infrastructure/Public Services. The proposal will be served by adequate and appropriate
infrastructure and public services.

1
2 Future development of the site will require a separate SEPA environmental review, civil
3 permit, as well as building permit. Under these permit applications, the future middle
4 school will provide code-compliant street frontage improvements, public facilities, and
5 utility extensions.

6
7 The Applicant notes that primary vehicular access will be from Sumner Tapps Highway
8 East, aligned with the entrance to Four Lakes Apartment Homes, via a new single-land
9 roundabout. In addition, a gated, access-controlled bus entrance and exit will be located
10 on 16th Street East, forming the new fourth leg of the existing signalized intersection.
11 Pedestrian and non-motorized access will be enhanced with a new 10-foot wide sidewalk
12 and upgraded lighting along the site's entire street frontage. Open space proposed on-site
13 includes permitter landscaping, a track and field facility, soccer/football/lacrosse fields,
14 baseball and softball fields, and a protected, undisturbed wetland area (Wetland A along
15 the western boundary).

16
17 The City of Bonney Lake has commented that ASD is in the process of obtaining a
18 certificate of water availability, instantaneous fire flow, and water modeling from the City
19 of Bonney Lake. Ex. 10. Bonney Lake will advise ASD of water service connection
20 requirements as part of this review process.

21
22 Jorden Schenk, a representative of the Four Lakes Apartments, located to the north of the
23 project, provided written comment. Mr. Schenk expressed concern about impaired access
24 to the apartments during construction of the middle school. He was assured by ASD in
25 Ex. 10 that access would be maintained. He was also assured that a City-approved traffic
26 control plan would govern any access modifications during construction. Finally, ASD
stated that the lighting of the sports fields would produce minimal light spill beyond ASD
property lines at 0 to 0.1 footcandles. Light impacts will be addressed by the City during
development permit review.

- 27
28 B. Compatibility. The proposed amendment is compatible with surrounding uses. The area
29 proposed to be removed from the Lakeland Hills South PUD is a relatively small area,
30 approximately 44 acres compared to the 725 acres that will still comprise the boundaries
31 of PUD. As noted in the ASD narrative, Ex. 9, the project area will retain its critical area
32 tract that protects on-site wetlands. That tract serves as an aesthetic buffer to adjoining
33 uses. As shown in the aerial photograph of the staff report, existing residential uses are
34 separated from the project site by major roads or heavily forested areas. There is sufficient
35 space to buffer residential development of adjoining residential development if that is
36 found necessary.

CONCLUSIONS OF LAW

1. Authority. Per ACC 14.03.030, a preliminary plat is a Type III Decision which are quasi-judicial final decisions made by the Hearing Examiner.

2. Zoning. The subject property is zoned Lakeland Hills South PUD.

3. Review Criteria/Deviations Approved. ACC 18.79.140 governs the review criteria for major PUD amendments. Applicable criteria are quoted below in italics and applied through corresponding conclusions of law.

ACC 18.76.140: *Applications for a major amendment to a PUD shall only be approved if sufficient findings of facts are drawn to support the following:*

A. Adequate provisions are made for the public health, safety and general welfare and for open spaces, drainage ways, streets, alleys, other public ways, water supplies, sanitary wastes, parks, playgrounds, or sites for schools.

4. The criterion is met for the reasons identified in Finding of Fact 5A.

ACC 18.76.140B: *The proposed major amendment to the PUD is in accordance with the goals, policies and objectives of the comprehensive plan.*

5. The criterion is met. The staff report notes that ASD has requested a comprehensive plan amendment to change the comprehensive plan land use map designation of the project site from Residential 2 to Public/Quasi-Public. The Applicant will also be seeking a rezone of the project site from R-2 to P-1 Public Use. If approved, these comprehensive plan and zoning designations will provide consistency between the planned new middle school and City goals and policies. Construction of the middle school as facilitated by the PUD amendment is also consistent with the goals and policies of the City's capital facilities element, which seeks to assure adequate and appropriate capital facilities such as schools.

ACC 18.76.140C: *The major amendment is consistent with the purpose of this chapter, ACC 18.76.010, provides for the public benefits required of the development of PUDs and does not result in only increasing the number of units that would otherwise be attained through a development using the existing zoning and subdivisions standards.*

6. The criterion appears to be met.

Unfortunately the criterion is not the model of clarity. For that reason the staff and Applicant have not applied it in the way intended. The staff report and Applicant analysis focus upon the fact that the amendment doesn't add any dwelling units. That fact is not pertinent to the criterion. The criterion should be construed as prohibiting PUD amenities that were used to justify an increase in dwelling units beyond those authorized for a preliminary plat.

1 The criterion requires that the amendment be consistent with the purpose of PUDs. In simplest terms,
2 PUDs authorize increases in authorized densities and the waiver of other development standards in
3 exchange for superior design features. ACC 18.76.010 reflects this trade off by providing that in
4 exchange for the waiver and modification of development standards,
5 “the city will require the PUD to result in a significantly higher quality development, generate more
6 public benefit and be a more sensitive proposal than would have been the case with the use of standard
7 zoning or subdivision procedures” (as quoted from the ACC 18.76.140C criterion above).

8 Given the purpose of PUDs, it’s clear that the criterion above seeks to prevent the removal of PUD
9 amenities used to justify an increase in authorized dwelling units, i.e. resulting in a PUD that “is only
10 increasing the number of units that would otherwise be attained through a development using the
11 existing zoning and subdivisions standards.” A simple example illustrates this point. If the Lakeland
12 Hills PUD were authorized to have an extra 20 dwelling units solely because it offered an extra 10 acres
13 of open space, then an amendment that removed that 10 acres would result in a PUD that “is only
14 increasing the number of units that would otherwise be attained through a development using the
15 existing zoning and subdivisions standards.”

16 The record doesn’t provide much information on what, if any, PUD benefits may be lost by the
17 amendment. As far as can be ascertained from the maps included in the staff report, there are no PUD
18 amenities lost by the amendment. Staff should clarify this issue for the Council¹.

19 **ACC 18.76.140D:** *The proposed major amendment to the PUD conforms to the general purposes of
20 other applicable policies or plans which have been adopted by the city council.*

21 7. The criterion is met. The reference to “other” policies or plans in the criterion above is construed
22 as referencing plans other than the comprehensive plan. The comprehensive plan is already addressed
23 in prior amendment criteria quoted above. City staff have not identified any policies other than the
24 comprehensive plan that address the proposed PUD amendment. The only other applicable plan that is
25 likely implicated by the amendment is the ASD capital facilities plan. The ASD capital facilities plan
26 appears to be adopted into Page CFE-1 of the City’s comprehensive plan. The PUD amendment is
presumably consistent with this plan.

19 **ACC 18.76.140E:** *The approval of the major amendment will have no more of an adverse impact upon
20 the surrounding area than the approved Lakeland Hills South PUD as shown on the official Lakeland
21 plan map.*

22 8. The criterion is met. The proposal is likely to have nominal impact on surrounding uses.

25 ¹ Generally new evidence cannot be considered after the close of a public hearing. However, the Council can take “judicial
26 notice” of prior City Council and hearing examiner decisions. Staff should be able to identify whether any PUD amenities
are lost by the proposed amendment by referencing the decision that approved the Lakeland Hills PUD.

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3 **RECOMMENDATION**

4 It is recommended that the City Council approve the PLT25-0005 PUD amendment.

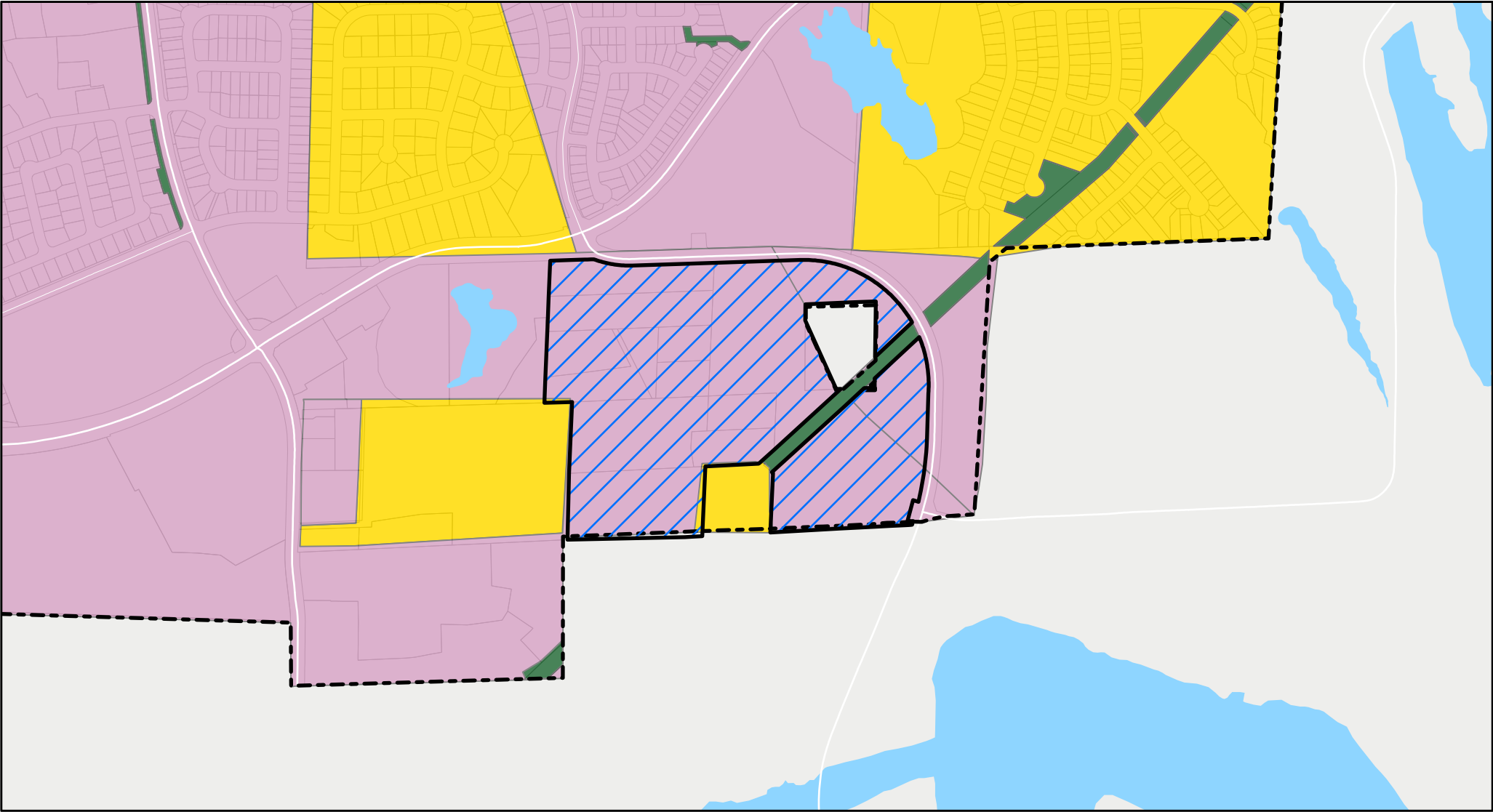
5 Dated this 28th day of August 2025.
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7 *Phil Olbrechts*

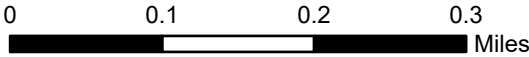
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Phil Olbrechts,
9 City of Auburn Hearing Examiner
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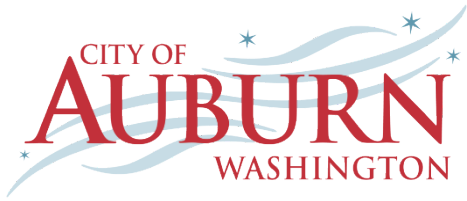
Ord. No. 6988 Exhibit B Map Amendment



- Open Space
- R-2 Residential Low
- Lakeland Hills South PUD
- Subject Parcels
- Parcels to be extracted
- Auburn City Limits



Printed On: 8/26/2025
Map ID: 6347
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. 5856 (Gaub)

A Resolution authorizing the Mayor to execute an Interlocal Agreement between the City of Auburn and the City of Sumner relating to the City of Auburn's Coal Creek Springs Transmission Main Replacement Project and the City of Sumner's Levee & Point Bar Project

Meeting Date:

September 15, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5856.)

Department:

Public Works

Attachments:

02 Res 5856, Resolution No.
5856 Exhibit A, Vicinity Map

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5856.

Background for Motion:

This Resolution authorizes the City to contribute funding towards the City of Sumner's Levee & Point Bar Project in the amount of \$121,885.63. This contribution will satisfy a permit mitigation commitment to the Washington State Department of Fish and Wildlife related to the City of Auburn's Coal Creek Springs Transmission Main Replacement Project.

Background Summary:

Resolution No. 5856 authorizes the Mayor to enter into an Interlocal Agreement with the City of Sumner for the City of Auburn to contribute funding towards the City of Sumner's Levee & Point Bar Project in the amount of \$121,885.63.

The City planned to place large woody material (large logs and tree parts) along the White River as part of project CP1603, Coal Creek Springs Transmission Main Replacement Project to satisfy a permit mitigation commitment to the Washington State Department of Fish and Wildlife (WDFW). During construction of the project, the Muckleshoot Indian Tribe raised concerns that the large woody material would interfere with their fishing activities along the River. City staff met with the WDFW and the Tribe and all parties agreed that the large woody material should not be installed as part of the project. Instead, the WDFW determined the City could contribute funds that were budgeted for the large woody material placement to another project providing comparable mitigation along the White River.

The City of Sumner has agreed to accept Auburn's contribution from the Coal Creek Springs Transmission Main Replacement project and approved Sumner Resolution No. 1729 authorizing the

Interlocal Agreement with Auburn that is Exhibit A to Auburn's Resolution No. 5856. The funds will be used to place large woody material along the White River as part of Sumner's Levee & Point Bar Project, at a site further downstream away from frequent Tribal fishing areas.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

RESOLUTION NO. 5856

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND THE CITY OF SUMNER RELATING TO THE CITY OF AUBURN'S COAL CREEK SPRINGS TRANSMISSION MAIN REPLACEMENT PROJECT AND THE CITY OF SUMNER'S LEVEE & POINT BAR PROJECT

WHEREAS, the City of Auburn ("Auburn") has committed to the Washington State Department of Fish and Wildlife to place large woody material along the White River as part of Auburn's Coal Creek Springs Transmission Main Replacement Project; and

WHEREAS, the Muckleshoot Indian Tribe has expressed concerns that large woody material placement as part of the Coal Creek Springs Transmission Main Replacement Project will interfere with their fishing activities; and

WHEREAS, the City of Sumner ("Sumner") will place large woody material along the White River as part of Sumner's Levee & Point Bar Project and this project is in need of construction funding; and

WHEREAS, Washington State Department of Fish and Wildlife has agreed the remaining funds Auburn has budgeted for the large woody material placement can be contributed to Sumner's Levee & Point Bar Project to satisfy Auburn's commitment to Washington State Department of Fish and Wildlife; and

WHEREAS, the Cities of Auburn and Sumner are authorized to undertake joint and cooperative action pursuant to RCW 35A.11.040 and Chapter 39.34 RCW.

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

Section 1. The Mayor is authorized to execute an Interlocal Agreement with the City of Sumner related to the City of Auburn's Coal Creek Springs Transmission Main Project and the City of Sumner's Levee & Point Bar Project, which Agreement will be in substantial conformity with the Agreement attached as Exhibit A.

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 this 15th day of September, 2025.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

**City of Auburn Resolution
No. 5856
Exhibit A**

Return to:

City of Sumner City Clerk
1104 Maple Street
Sumner, WA 98390

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SUMNER AND THE CITY OF AUBURN
FOR FUNDING SUPPORT FOR CONSTRUCTION
OF THE LEVEE & POINT BAR PROJECT**

THIS AGREEMENT, made pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act, is entered into by and between the City of Sumner (“Sumner”) and the City of Auburn (“Auburn”), both municipal corporations of the State of Washington (together referred to as the “Parties”), for the purpose of installing large woody material as part of the Levee & Point Bar project (“Agreement”).

WHEREAS, Auburn has committed to the Washington State Department of Fish and Wildlife to place large woody material along the White River as part of Auburn’s Coal Creek Springs Transmission Main Replacement Project project; and

WHEREAS, the Muckleshoot Indian Tribe has expressed concerns that large woody material placement as part of the Coal Creek Springs Transmission Main Replacement Project will interfere with their fishing activities; and

WHEREAS, Sumner’s Levee & Point Bar Project will place large woody material along the White River and is in need of construction funding; and

WHEREAS, the Washington State Department of Fish and Wildlife has agreed the remaining funds Auburn has budgeted for the large woody material placement can be contributed to the Sumner Levee & Point Bar Project to satisfy Auburn’s commitment to the Washington State Department of Fish and Wildlife; and

WHEREAS, the Interlocal Cooperation Act, Chapter RCW 39.34, authorizes the Parties to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, mutual covenants and performance contained herein or attached and made part hereof, the Parties hereto agree as follows:

AGREEMENT

SECTION 1. SUMNER’S RESPONSIBILITIES

The scope of work for this Agreement is the placement of large woody material along the White River as part of the Levee & Point Bar Project. The project boundaries are completely within the City of Sumner. As such, Sumner shall be solely responsible for all aspects of the

project and retains sole decision-making, permitting authority, supervision, and inspection authority over all aspects and management of the Project.

SECTION 2. AUBURN'S RESPONSIBILITIES

Subject to the terms and conditions of the Agreement set forth herein, Auburn agrees to make a one-time payment to the City of Sumner of \$121,885.63 for the Levee & Point Bar Project (the "Funds"). Payment of the Funds will be made pursuant to this signed Agreement, and within 45 days of the execution of this Agreement by the Parties, the execution of which is contingent upon final approval of the terms and conditions of this Agreement by Resolution of the Auburn City Council. At Auburn's discretion, payment of the Funds shall be made by check, ACH transfer, or by wire. If paying by check, it should be to "City of Sumner" and sent by post mail to the following address:

Michael Kosa, Director
Public Works Department
City of Sumner
104 Maple Street
Sumner, WA 98930

Instructions for ACH and wire payments are attached as Exhibit A. Sumner shall have full discretion on use of the Funds for the Levee & Point Bar Project. Upon payment of the Funds, Auburn will have no further responsibilities regarding the Project or for any future maintenance and/or operation of the Levee & Point Bar Project because of this Agreement. The Agreement does not create any lien rights or any interest in property or equipment. Auburn makes no commitment to and is not obligated by this Agreement for any future support of the Project.

SECTION 3. SUMNER ASSURANCES AND FUNDING CONFIRMATION

Sumner warrants and promises that it will not redirect the Funds for any other purpose than completion of the Project. If Sumner abandons the Project or does not expend all the Funds obligated, it shall refund to Auburn the portion of Funds unexpended.

Sumner will construct the Project in accordance with public works laws and regulations including those related to competitive bidding, prevailing wage, retainage, and bonding, and with the currently adopted Stormwater Design Manual; the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter, Standard Specifications for Road, Bridge, and Municipal Construction, and Standard Plans (M21-01) for Road, Bridge and Municipal Construction and the Washington State Department of Transportation Construction Manual.

SECTION 5. ASSIGNMENT.

Neither Party to this Agreement shall have the right to convey, assign, apportion or otherwise transfer any and all of its rights, obligations, conditions and interests under this Agreement, without the prior written approval of the other.

SECTION 6. LEGAL RELATIONS.

A. Independent Governments. The Parties hereto are independent governmental entities, and nothing herein shall be construed to limit the powers, authority or discretion of the governing bodies of each. Moreover, nothing herein contained shall be construed as creating a partnership or joint venture or the relationships of employer and employee, or principal and agent between the Parties. Sumner shall retain all authority for rendition of services, permitting requirements, standards of performance, control of personnel, and other matters incident to performance of this Agreement by Sumner.

B. Third Party Beneficiaries. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and, other than the benefit to the public provided by completion of the Project, gives no right or cause of action to any other party. No joint venture or partnership is formed as a result of this Agreement.

SECTION 7. DURATION AND TERMINATION

This Agreement is effective upon execution by both Parties and will automatically terminate when the terms of this Agreement are complete or upon mutual consent by the Parties.

SECTION 8. INDEMNIFICATION AND DEFENSE

Sumner shall defend, indemnify and save harmless Auburn, its elected officials, officers, employees, agents and assigns from any and all costs, claims, judgments, or awards of damages resulting or allegedly resulting from the acts or omissions of Sumner, its officers, employees, agents or assigns associated with this Agreement.

Sumner specifically assumes liability for actions brought by its own employees against Auburn and for that purpose Sumner specifically waives, as respects to Auburn only, any immunity under the Worker's Compensation Act, RCW Title 51. The parties acknowledge that this waiver was the subject of mutual negotiation.

SECTION 9. INSURANCE

Sumner shall maintain in full force throughout the duration of this Agreement membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions, and limits of liability satisfactory to Auburn.

SECTION 10. WAIVER

No waiver by either of the Parties to this Agreement of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 11. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements between the Parties shall be effective for any purpose.

SECTION 12. AMENDMENT

Provisions within this Agreement may be amended with the mutual consent of the Parties hereto. No waiver, additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both Parties.

SECTION 13. SEVERABILITY

If any one or more of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 14. FILING

Copies of this Agreement shall be filed with the Pierce County Auditor after execution of the Agreement by both Parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement this _____ day of _____, 2025.

CITY OF SUMNER

CITY OF AUBURN

Signed by:
By: Kathy Hayden
3420A97255B04F11
Kathy Hayden, Mayor

By: _____
Nancy Backus, Mayor

Signed by:
By: Jason Wilson
6007C000B5F064A7
Jason Wilson, City Administrator

Approved as to Form:

Approved as to Form:

DocuSigned by:
Andrea Marquez
254719A8D171A
Andrea Marquez
SUMNER CITY ATTORNEY

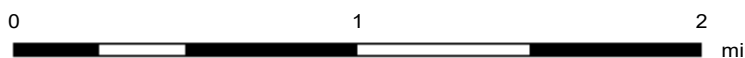
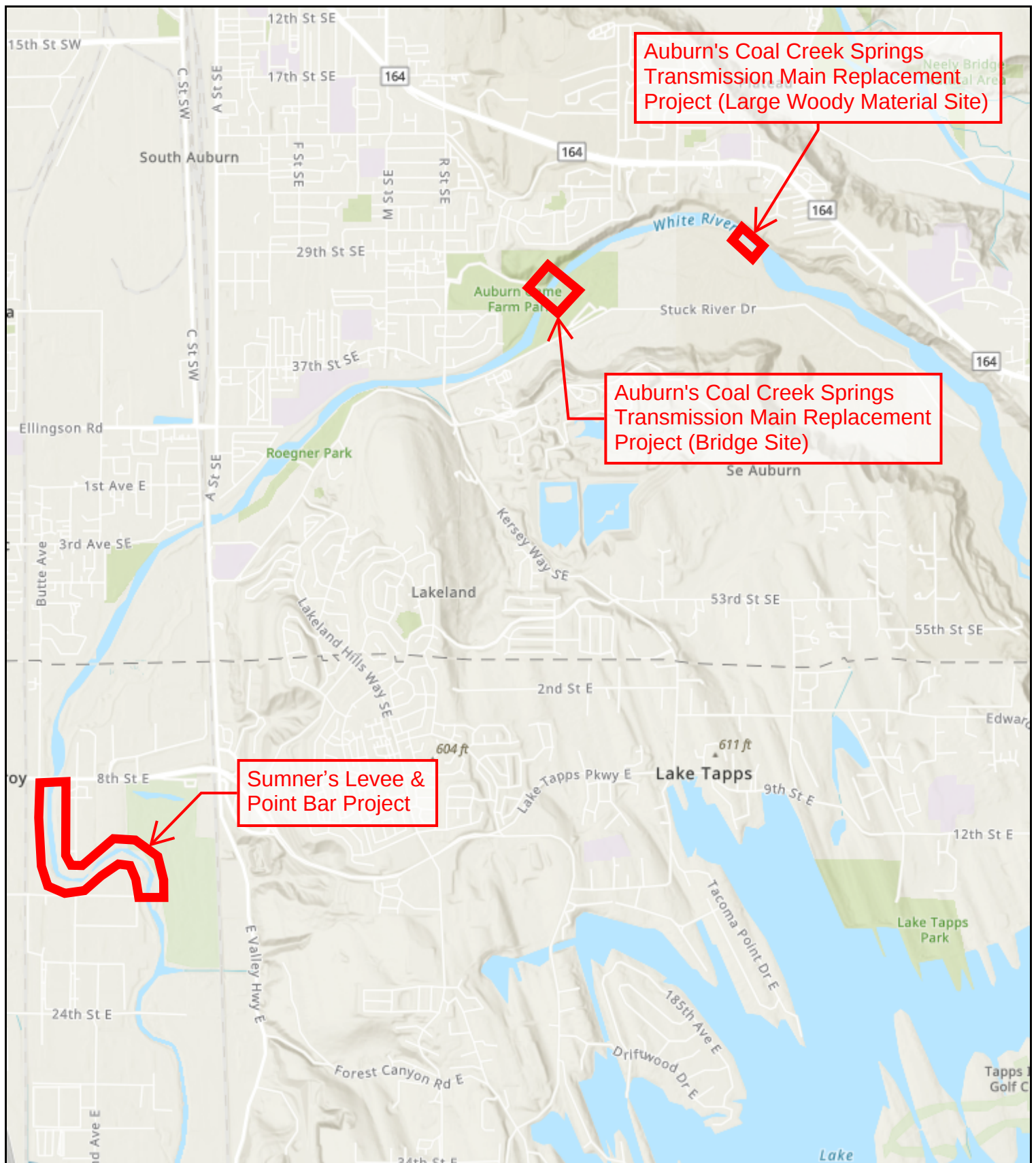
Jason Whalen
AUBURN CITY ATTORNEY

VICINITY MAP

Resolution No. 5856

Printed On: 9/3/2025

Map created by City of Auburn eGIS



WGS84 Web Mercator (Auxiliary Sphere)

1: 52135



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.