City Council
Regular Meeting
October 6, 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, October 6, 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/84350699607

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Active Aging Week
Mayor Backus to proclaim October 6, 2025, through October 12, 2025, as "Active Aging Week" in the City of Auburn

B. Indigenous Peoples' Day
Mayor Backus to proclaim October 13, 2025, as "Indigenous Peoples' Day" in the City of Auburn

C. Domestic Violence Awareness Month
Mayor Backus to proclaim October 2025, as "Domestic Violence Awareness Month" in the City of Auburn

D. Filipino American History Month
Mayor Backus to proclaim October 2025, as "Filipino American History Month" in the City of Auburn

E. Hindu Heritage Month
Mayor Backus to proclaim October 2025, as "Hindu Heritage Month" in the City of Auburn

AGENDA MODIFICATIONS

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 15, 2025, City Council Meeting

B. Minutes from the September 22, 2025, Study Session Meeting

C. Claims Vouchers (Thomas)
Claims voucher list dated September 24, 2025, which includes voucher numbers 481352 through voucher 481488, in the amount of $5,544,447.72, eleven electronic fund transfers in the amount of $2,086.37, and two wire transfers in the amount of $1,190,317.54

D. Payroll Voucher (Thomas)
Payroll check numbers 539730 through 539733 in the amount of $701,612.09, electronic deposit transmissions in the amount of $2,956,037.79, for a grand total of $3,657,649.88 for the period covering September 11, 2025, to October 1, 2025

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

UNFINISHED BUSINESS

NEW BUSINESS

ORDINANCES

A. Ordinance No. 6982 (Krum)
An Ordinance amending Chapters 14.03 and 18.60 of the Auburn City Code relating to Home Occupations

(RECOMMENDED ACTION: Move to approve Ordinance No. 6982.)

B. Ordinance No. 6994 (Gaub)
An Ordinance granting to Ezee Fiber Texas, LLC, a Delaware Limited Liability Company, a Franchise for Wireline Telecommunications

(RECOMMENDED ACTION: Move to approve Ordinance No. 6994.)

C. Ordinance No. 7001 (Krum)
An Ordinance amending Sections 15.20.020, 15.20.030, 15.20.040, 15.20.050, 15.20.60, and 15.20.070 of the Auburn City Code relating to the International Property Maintenance Code

(RECOMMENDED ACTION: Move to approve Ordinance No. 7001.)

D. Ordinance No. 7002 (Whalen/Martinson)
An Ordinance establishing a Municipal Court, and adding Chapter 2.14 of the Auburn City Code

(RECOMMENDED ACTION: Move to approve Ordinance No. 7002.)

RESOLUTIONS

A. Resolution No. 5859 (Gaub)
A Resolution authorizing the Mayor to execute an Interlocal Agreement between the City of Auburn and King County relating to the City of Auburn's AWOS, Beacon and Emergency Generator Project

(RECOMMENDED ACTION: Move to adopt Resolution No. 5859.)

B. Resolution No. 5861 (Gaub)
A Resolution authorizing the Mayor to execute and administer an agreement accepting a grant from the Washington State Department of Transportation and the Pedestrian and Bicycle Safety Program relating to Project No. CP2509, Downtown Bike to Transit — 10th Street NE/NW

(RECOMMENDED ACTION: Move to adopt Resolution No. 5861.)

C. Resolution No. 5862 (Gaub)
A Resolution authorizing the Mayor to execute and administer an agreement accepting a grant from the Washington State Department of Transportation and Freight Mobility Strategic Investment Board relating to Project No. CP2311, East Valley Highway Widening

(RECOMMENDED ACTION: Move to adopt Resolution No. 5862.)

D. Resolution No. 5864 (Gaub)
A Resolution authorizing the Mayor to execute and administer an agreement accepting a grant from the Washington State Department of Commerce relating to project No. CP2414, Downtown Auburn Theater

(RECOMMENDED ACTION: Move to adopt Resolution No. 5864.)

E. Resolution No. 5865 (Caillier)
A Resolution authorizing the Mayor to execute and administer an agreement accepting a grant from the Association of Washington Cities - Co-Responder Program with Project Be Free

(RECOMMENDED ACTION: Move to adopt Resolution No. 5865.)

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).

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes from the September 15, 2025, City Council Meeting

Meeting Date:
October 6, 2025

Department:
City Council

Attachments:
09-15-2025 Minutes

Budget Impact:

Administrative Recommendation:

Background for Motion:

Background Summary:

Councilmember:

Staff:

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

MINUTES

CALL TO ORDER

Mayor Backus called the meeting to order at 7:00 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, Lisa Stirgus, Clinton Taylor, Tracy Taylor, and Yolanda Trout-Manuel. Councilmember Kate Baldwin attended virtually.

Mayor Nancy Backus and the following staff members present included: Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Community Development Jason Krum, Director of Human Resources Candis Martinson, Deputy City Attorney Paul Byrne, and Deputy City Clerk Rebecca Wood-Pollock.

AGENDA MODIFICATIONS

The National Recovery Month item was added to the Announcements, Mayor's Proclamations, and Presentations section of the agenda, and an Executive Session was added to the agenda.

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Police Promotional Ceremony (Caillier)

Chief Caillier introduced Sergeant Blake and Officer Fry. Sergeant Blake was promoted to Patrol Commander, and Officer Fry was promoted to Sergeant. Commander Blake and Sergeant Fry recited the Police Officer Oath of Honor.

EXECUTIVE SESSION

Mayor Backus adjourned into Executive Session at 7:10 p.m. for 15 minutes per RCW 42.30.110(1)(i)(ii) to discuss with legal counsel potential litigation that may be commenced against the City. Mayor Backus, Councilmembers, Deputy City Attorney Byrne, and Director Martinson were required to attend.

Mayor Backus extended the Executive Session by 5 minutes.

Mayor Backus reconvened the meeting at 7:40 p.m.

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

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

David Wright, King County Library Regional Manager, provided Council with an update on the Auburn Library including their Curiosity Isn't Quiet campaign, an overview of their cardholders, ecards, physical and digital checkouts, library users, the "Curious Readers" summer reading program, and their Peers in Libraries Program.

B. Hispanic Heritage Month

Mayor Backus proclaimed September 15, 2025, to October 15, 2025, as "Hispanic Heritage Month" in the City of Auburn.

Maria Phillips and her children accepted the proclamation and thanked Mayor Backus.

C. Constitution Week

Mayor Backus proclaimed September 17, 2025, through September 23, 2025, as "Constitution Week" in the City of Auburn.

Hilda Meryhew with the Daughters of the American Revolution accepted the proclamation, gave a brief history on the United States Constitution, and thanked Mayor Backus.

D. National Recovery Month

Mayor Backus proclaimed September 2025 as "National Recovery Month" in the City of Auburn.

Health Point Patient Care Navigator Hailee Brown and Program Manager Amran Ahmed accepted the proclamation and thanked Mayor Backus.

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

Mayor Backus opened the Public Hearing at 8:05 p.m.

Austin Christofferson with Ezee Fiber provided public comment regarding the company's services and local events.

Mayor Backus closed the Public Hearing at 8:07 p.m.

AUDIENCE PARTICIPATION

Amber Lott, Auburn
Amber provided public comment.

Ronnie Morgan, Auburn
Ronnie provided public comment.

Coby Clark, Auburn
Coby provided public comment.

CORRESPONDENCE

There was no correspondence for Council to review.

CONSENT AGENDA

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

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

MOTION CARRIED UNANIMOUSLY. 7-0

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Deputy Mayor Rakes moved and Councilmember C. Taylor seconded to authorize Attorney Ryan Miller and the law firm of Hall and Miller to explore a potential settlement of pending worker's compensation claim #SM06128 against the City. Final settlement of this claim will be subject to Council review and approval of a written settlement agreement.

MOTION CARRIED UNANIMOUSLY. 7-0

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

Councilmember T. Taylor moved and Councilmember Stirgus seconded to approve Ordinance No. 6987.

MOTION CARRIED UNANIMOUSLY. 7-0

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

Councilmember T. Taylor moved and Deputy Mayor Rakes seconded to approve Ordinance No. 6988.

MOTION CARRIED UNANIMOUSLY. 7-0

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

Councilmember T. Taylor moved and Councilmember Amer seconded to adopt Resolution No. 5856.

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 and shared information regarding the City's dedication to improving community safety.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:41 p.m.

APPROVED this 6th day of October 2025.

_____ _____
NANCY BACKUS, MAYOR Rebecca Wood-Pollock, Deputy City Clerk

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes from the September 22, 2025, Study Session Meeting

Meeting Date:
October 6, 2025

Department:
City Council

Attachments:
09-22-2025 Minutes

Budget Impact:

Administrative Recommendation:

Background for Motion:

Background Summary:

Councilmember:

Staff:

City Council
Study Session
PW & CD Special Focus Area
September 22, 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, Kate Baldwin, Lisa Stirgus, Tracy Taylor, Clinton Taylor, and Yolanda Trout-Manuel.

Mayor Nancy Backus and the following staff members present included: City Attorney Jason Whalen, Assistant Chief of Police Samuel Betz, Director of Community Development Jason Krum, Director of Public Works Ingrid Gaub, Director of Human Resources and Risk Management Candis Martinson, Director of Parks, Arts, and Recreation Julie Krueger, Assistant Director of Community Development Steven Sturza, Economic Development Coordinator Emerson Folker, Senior Project Engineer Matt Larson, Planning Services Manager Alexandria Teague, Arts Program Supervisor Allison Hyde, Theater Operations Coordinator Jim Kleinbeck, and Deputy City Clerk Hannah Scholl.

AGENDA MODIFICATIONS

There were no modifications made to the agenda.

ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports, or presentations.

PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

A. 2025 Downtown Auburn Cooperative Update (Krum) (15 Minutes)
A presentation by the Downtown Auburn Cooperative to summarize 2025

accomplishments and upcoming items anticipated through the end of this year

Councilmember T. Taylor, Chair of the Public Works and Community Development Special Focus Area, chaired this portion of the meeting.

Coordinator Folker introduced Stephanie Cox and Kelly Murray with the Downtown Auburn Cooperative (DAC), who provided Council with a presentation on the DAC including the purpose of the DAC, connections with the Business Improvement Area (BIA), and DAC Board meetings. They provided an overview of past and upcoming events in 2025, future special projects in the BIA, social media presence and outreach, and volunteers.

Council discussed special projects in the BIA, partnership with the City, funding, partnership with the Chamber of Commerce, social media and outreach, Board meetings, support for new businesses, and upcoming events.

B. Capital Projects Status Update and Featured Capital Projects (Gaub) (20 Minutes)
Auburn Ave. Theater Replacement Project, Downtown Park, and Theater & Park Artwork

Engineer Larson provided Council with an update on the City's Capital Projects including current status and projects currently under construction.

Council discussed lighting downtown and partnership with the Washington State Department of Transportation (WSDOT).

Director Krueger, Supervisor Hyde, Coordinator Kleinbeck, and Engineer Larson provided Council with an overview of the featured Capital Projects including the Auburn Avenue Theater Replacement, Downtown Park, and Theater and Park Artwork.

Council discussed artwork, grant funding, the Auburn Avenue Theater, and future events.

C. Ordinance No. 6982 (Krum) (20 Minutes)
An Ordinance amending Chapters 14.03 and 18.60 of the Auburn City Code relating to Home Occupations

Manager Teague provided Council with an overview of Ordinance No. 6982 including the background and purpose of Home Occupation Permits, summary of Code changes, and next steps.

D. Ordinance No. 7001 (Krum) (10 Minutes)
An Ordinance amending Sections 15.20.020, 15.20.030, 15.20.040, 15.20.050, 15.20.60, and 15.20.070 of the Auburn City Code relating to the International Property Maintenance Code

Assistant Director Sturza provided Council with an overview of Ordinance No. 7001 including a summary of Code changes.

AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Ordinance No. 7002 (Whalen/Martinson) (30 Minutes)
An Ordinance establishing a Municipal Court, and adding Chapter 2.14 of the Auburn City Code

Director Martinson provided Council with an overview of Ordinance No. 7002 including Code updates to establish the Auburn Municipal Court, and next steps.

Council discussed the number of judges, timeline for appointments, elections, terms, Code changes, Community Court, funding, current active cases, and deferment of minor charges.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:35 p.m.

APPROVED this 6th day of October 2025.

_____ _____
CHERYL RAKES, DEPUTY MAYOR Hannah Scholl, Deputy City Clerk

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Claims Vouchers (Thomas)
Claims voucher list dated September 24, 2025, which includes voucher numbers 481352 through voucher 481488, in the amount of $5,544,447.72, eleven electronic fund transfers in the amount of $2,086.37, and two wire transfers in the amount of $1,190,317.54

Meeting Date:
October 6, 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 24, 2025, which includes voucher numbers 481352 through voucher 481488, in the amount of $5,544,447.72, eleven electronic fund transfers in the amount of $2,086.37, and two wire transfers in the amount of $1,190,317.54.

Councilmember: Kate Baldwin

Staff: Jamie Thomas

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Payroll Voucher (Thomas)
Payroll check numbers 539730 through 539733 in the amount of $701,612.09, electronic deposit transmissions in the amount of $2,956,037.79, for a grand total of $3,657,649.88 for the period covering September 11, 2025, to October 1, 2025

Meeting Date:
October 6, 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 539730 through 539733 in the amount of $701,612.09, electronic deposit transmissions in the amount of $2,956,037.79, for a grand total of $3,657,649.88 for the period covering September 11, 2025, to October 1, 2025.

Councilmember: Kate Baldwin

Staff: Jamie Thomas

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6982 (Krum)
An Ordinance amending Chapters 14.03 and 18.60 of the Auburn City Code relating to Home Occupations

Meeting Date:
October 6, 2025

(RECOMMENDED ACTION: Move to approve Ordinance No. 6982.)

Department:
Community Development

Attachments:
Ordinance No. 6982, Ord. No. 6982 - Exhibit A, Ord. No. 6982 - Exhibit B

Budget Impact:

Administrative Recommendation:
City Council to approve Ordinance No. 6982.

Background for Motion:
This Ordinance would amend Auburn City Code Sections relating to the decision process and requirements for home occupations, streamlining the process and reducing some of the burden placed on applicants.

Background Summary:
Chapter 14.03 was revised to establish a Type I decision process for Special Home Occupations, alongside a Type III process where applicable. These updates reinforce Auburn's commitment to procedural clarity while maintaining local authority over land use and development decisions.

The City of Auburn, vested with regulatory authority over community development, actively manages land use issues through planning, mitigation, and enforcement. As part of ongoing efforts to modernize its code, staff has proposed a comprehensive update to the home occupation regulations.

Proposed Amendments Include:

- Revisions to Existing Sections:
    1. 14.03.010 – Type I decisions
    2. 18.60.020 – Requirements
    3. 18.60.030 – Exemptions
    4. 18.60.040 – Special home occupation permit
    5. 18.60.050 – Prohibited home occupation businesses

These changes reflect the nature of home occupations—often small-scale businesses, personal services, or office functions—which are sensitive to cost and time constraints and generally pose fewer community impacts than larger developments or conditional uses.

The proposed amendments were presented to the Planning Commission during its regular meeting on August 5, 2025, and Special Meeting on September 16, 2025, during which Public Hearings were held.

Staff presented the proposed changes to City Council at Study Session on September 22, 2025.

Councilmember: Tracy Taylor **Staff:** Jason Krum

ORDINANCE NO. 6982

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON AMENDING CHAPTERS 14.03 AND 18.60 OF THE AUBURN CITY CODE RELATING TO HOME OCCUPATIONS

WHEREAS, the City of Auburn has adopted an ordinance to regulate the home-based businesses operating out of residential properties within the City limits; and

WHEREAS, the City of Auburn issued a Determination of Non-Significance on June 16, 2025, for the home occupation zoning text amendments (File No. SEP25-0008); and

WHEREAS, pursuant to Revised Code of Washington 36.70A that a text amendment shall be amended with public participation; and

WHEREAS, pursuant to Revised Code of Washington 36.70A.106, the draft home occupation code text amendments were transmitted to the Washington State Department of Commerce on June 3, 2025. The 60-day notice period ended August 2, 2025; and

WHEREAS, a Notice of Public Hearing was issued on June 16, 2025. Pursuant to Chapter 18.68 ACC, the Planning Commission public hearing notice was published in the Seattle Times and posted in two general public locations (City Annex and the City's Public Land Use Notice webpage); and

WHEREAS, following the conclusion of the public hearing on August 5, 2025, and subsequent deliberations, the Auburn Planning Commission, following a positive motion, made a recommendation to the Auburn City Council on the approval of the proposed home occupation zoning text amendments; and

WHEREAS, a Notice of Public Hearing was re-issued on September 3, 2025, to

discuss additional changes to the home occupation code. Pursuant to Chapter 18.68 ACC, the Planning Commission public hearing notice was published in the Seattle Times and posted in two general public locations (City Annex and the City's Public Land Use Notice webpage); and

WHEREAS, following the conclusion of a second public hearing on September 16, 2025, and subsequent deliberations, the Auburn Planning Commission, following a positive motion, made a recommendation to the Auburn City Council on the approval of the proposed home occupation zoning text amendments; and

WHEREAS, the Auburn City Council reviewed the recommendations of the Auburn Planning Commission for the home occupation zoning text amendments at both a regularly scheduled study session, on September 22, 2025; and

WHEREAS, on October 6, 2025, the Auburn City Council approved the proposed home occupation zoning text amendments; and

WHEREAS, Chapter 14.03 Auburn City Code establishes project permit decisions into four types, based on whether a director, the hearing examiner or the city council makes the decision and the process by which that decision is made; and

WHEREAS, Chapter 18.60 Auburn City Code allows certain activities to be undertaken for gain or profit within a dwelling or a building accessory to a dwelling in any zone in which dwellings are present. The home occupation shall be conducted by a resident of the dwelling unit and is to be conducted in such a manner that the residence shall not differ from its residential character either by the use of colors, materials, construction, lighting, signs or the emissions of sounds, noises, vibrations or odors, or

result in traffic impacts that are inconsistent with the character of the area in which the home occupation is located; and

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

Section 1. Adoption of Chapter 18.60 ACC text amendments. The City of Auburn amended Chapter 18.60, set forth in Exhibit 1, is on file with the office of the City Clerk is adopted and is available for inspection therein.

Section 2. Adoption of Chapter 14.03 ACC text amendments. The City of Auburn amended Chapter 14.03 ACC, set forth in Exhibit 2, is on file with the office of the City Clerk is adopted and is available for inspection therein.

Section 3. Constitutionality and Invalidity. If any section, subsection sentence, clause, phrase or portion of this Ordinance, is for any reason held invalid or unconstitutional by any Court of competent jurisdiction such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Implementation. The Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Jason Whalen, City Attorney

Published: _____

Chapter 18.60
HOME OCCUPATIONS

Sections:

18.60.010	Purpose.
18.60.020	Requirements.
18.60.030	Exemptions.
18.60.040	Special home occupation permit.
18.60.050	Businesses not permitted as home occupations.
18.60.060	Termination.

18.60.010 Purpose.

The purpose of a home occupation is to allow certain activities to be undertaken for gain or profit within a dwelling or a building accessory to a dwelling in any zone in which dwellings are present. The home occupation shall be conducted by a resident of the dwelling unit and is to be conducted in such a manner that the residence shall not differ from its residential character either by the use of colors, materials, construction, lighting, signs or the emissions of sounds, noises, vibrations or odors, or result in traffic impacts that are inconsistent with the character of the area in which the home occupation is located. (Ord. 6141 § 1, 2007; Ord. 4229 § 2, 1987.)

18.60.020 Requirements.

Home occupations are required to have a business license as issued by the city, comply with all city codes and ordinances, and shall be consistent with the following provisions. A home occupation shall meet all eleven (11) of the requirements below. Home occupations not able to meet all eleven (11) but not less than nine (9) of the requirements below shall require a special home occupation permit per ACC 18.60.040 of this chapter:~~:~~

A. Employees. Only members of the immediate family residing on the premises and no more than ~~one~~ two nonresidents may be employed at any one time; provided, that home

occupations with a nonresident employees shall provide off-street parking for the employee on site;

B. Mechanical equipment. No mechanical equipment is used except such as is commonly or customarily used for domestic, household or personal purposes for a dwelling unit (or as deemed similar in terms of power, quantity, noise, emissions and type);

C. Occupied floor area. ~~Not more than one-fourth of the floor area of any building is devoted to such occupation,~~Offices, mercantile, food preparation for off-site consumption, personal care salons or similar uses which are conducted primarily by the occupants of the dwelling unit and are secondary to the use of the unit for dwelling purposes, and which do not exceed five hundred (500) square feet of the primary residence or accessory structure except for bed and breakfasts;

D. Structural alterations. That such occupation shall not require internal or external alteration or involve construction features not customarily found in a dwelling. Internal or external renovations to an accessory structure may be permitted, existing structures shall be subject to plan review;

E. Commercial vehicles. The home occupation shall not involve the use of personal commercial vehicles as defined in ACC 18.04.245 for the distribution of materials to or from the premises. Deliveries or pickups by commercial delivery services shall not apply toward this limitation provided such pickup or delivery does not exceed twice per day;

F. Off-street parking. The conduct of any home occupation, including but not limited to the storage of goods and equipment, shall not reduce or render unusable areas provided for the required off-street parking. Additional parking is not allowed in order to conduct a home occupation, except what may be required through the issuance of a special home occupation permit pursuant to ACC 18.60.040;

G. Signage. Only one sign is permitted, not to exceed 18 inches by 24 inches in area, nonilluminated, and attached to a building, except that home occupations in commercial or industrial zones may have signs consistent with the applicable zoning district;

~~H. No display pertaining to the occupation, other than the one permitted sign, is visible from the street or adjacent residences;~~

~~I~~H. Animals. No more animals are maintained on the premises than what may otherwise be permitted in the zone;

~~J~~I. Hours of operation. Except for bed and breakfasts, employee and customer visits shall be limited to the following hours of operation:

1. Employees from 8:00 a.m. to 6:00 p.m. Monday through Friday and from 9:00 a.m. to 6:00 p.m. on Saturday and Sunday,

2. Customers from 9:00 a.m. to 6:00 p.m.;

~~K~~J. Vehicle trips. Traffic generated by the home occupation shall be limited to a maximum of eight (two-way) client/delivery-related trips per day for those home occupations that operate by appointment only and do not have overlapping client visits. All other home occupations shall be limited to five (two-way) client/delivery trips per day;

~~L~~K. Outdoor storage. Outdoor storage of materials, goods, products or equipment is not allowed;

~~M. The home occupation is to be conducted in such a manner that the residence shall not differ from its residential character either by the use of colors, materials, construction, lighting, signs, or the emissions of sounds, noises, vibrations or odors or result in traffic impacts inconsistent with the character of the area in which the home occupation is located.~~ (Ord. 6419 § 6, 2012; Ord. 6141 § 1, 2007; Ord. 5897 § 21, 2005; Ord. 4229 § 2, 1987.)

18.60.030 Exemptions.

~~Garage sales, yard sales, bake sales, temporary home boutiques or bazaars for handcrafted items, parties for the display of domestic products, and other like uses do not need to comply with the requirements of ACC 18.60.020 as long as the use does not operate for more than 20 days in any one calendar year or in violation of any other provisions of the Auburn City Code. To qualify for this exemption, garage and yard sales must involve only the sale of household goods, none of which were purchased for the purpose of resale.~~

The following activities that may occur at the owner or renter of the primary residence or accessory structure shall be exempt from the requirements of Chapter 18.60 ACC. To qualify for

the exemption, the sale, use, or event shall not operate for more than 20 days in any one calendar year or in violations of any other provision of Auburn City Code. Garage and yard sales must involve only the sale of household goods, none of which were purchased for the purpose of resale.

A. Temporary sales including bake sales, garage sales, yard sales, estate sales;

B. Temporary home boutiques or bazaars for handcrafted items;

C. Parties for display and sale of domestic products.

(Ord. 6141 § 1, 2007; Ord. 4229 § 2, 1987.)

18.60.040 Special home occupation permit.

A. Special home occupation permits are required and must be granted by the hearing examinerplanning director or designee for the following uses, even if the use meets all of the requirements of ACC 18.60.020(A) through (MK), but in no case shall any home occupation meet less than 11 9 of the 1113 requirements:

1. Building and construction contractor services, to include landscaping services (unless the home occupation is solely used for office purposes);

2. Personal service shops;

3. Music and dancing studios;

4. Craft classes/creative art: including, but not limited too, ceramics, painting, recording studios (unless the home-based business is solely used for office purposes);

5. Animal grooming;

6. Home occupations that can only meet 11 9 or 12 10 of the 1113 requirements as outlined in ACC 18.60.020(A) through (KM).

B. In considering applications for special home occupation permits, the hearing examinerplanning director or designee shall consider the nature and conditions of all adjacent

uses and structures. No such special home occupation permit shall be authorized by the ~~hearing examiner~~planning director or designee unless the ~~hearing examiner~~planning director or designee finds that:

1. The authorizing of such special home occupation permit will not be materially detrimental to the public welfare or injurious to the property in the zone or vicinity in which the property is located; and

2. The authorization of such special home occupation permit will be consistent with the spirit and purpose of this title.

C. In authorizing a special home occupation permit, the ~~hearing examiner~~planning director or designee may impose such requirements and conditions with respect to location, installation, construction, maintenance and operation and extent of open spaces in addition to those expressly set forth in this title, as may be deemed necessary for the protection of other properties in the zone or vicinity and the public interest.

~~D. A public hearing shall be conducted on all applications for a special home occupation permit. The hearing shall be held in the same manner as provided in ACC 18.70.040.~~

D. An application for special home occupation permit shall be reviewed in accordance with ACC Title 14 as a Type I decision, subject to the additional provisions of this section. The planning director or designee shall make the final decision unless the application is forwarded to the hearing examiner pursuant to ACC 18.60.040(D)(2)(b) of this section, in which case the hearing examiner will make the final decision.

1. A notice of application pursuant to ACC 14.07.020 is required;

2. Following the closure of the public comment period required by ACC 14.07.040, the planning director or designee shall:

a. Review the information in the record and render a decision pursuant to the procedural requirements of Title 14 ACC; or

b. Within ten (10) days following the closure of the public comment period, forward the application to the hearing examiner for a public hearing and final

decision in accordance with Chapter 2.46 ACC if the planning director or designee determines one or more of the following conditions exists:

i. Public comments indicate a substantial degree of concern, controversy, or opposition to the proposal; or

ii. A public hearing is necessary to address issues of vague, conflicting, or inadequate information; or

iii. The application raises sensitive or controversial public policy issue; or

iv. A public hearing might clarify issues involved in the permit decision.

3. When a public hearing before the hearing examiner is deemed necessary by the planning director or designee;

a. The city shall provide written notice to the applicant within ten (10) days following the closing of the public comment period that the application is forwarded to the hearing examiner for public hearing and decision pursuant to the procedural requirements of this chapter. The notice shall specify the reason the application is being forwarded to the hearing examiner;

b. Processing of the application shall not proceed until any supplemental fees set forth in the City of Auburn Fee Schedule are received; and

c. The application shall be deemed withdrawn if the supplemental fees are not received within thirty (30) days of the applicant notification by the City.

(Ord. 6141 § 1, 2007; Ord. 4304 § 1(44), 1988; Ord. 4229 § 2, 1987.)

18.60.050 Businesses not permitted as home occupations.

The following uses shall not be permitted as home occupations:

A. Automobile and motorcycle repair and body work (to include painting);

B. Automobile services, including stereo installation, car alarms and detailing;

C. Heavy equipment repair and maintenance.

D. Hazardous materials processing, testing, or manufacturing within residentially used structures and their accessory uses in commercial and industrial zones;

(Ord. 6141 § 1, 2007.)

18.60.060 Termination.

A. A home occupation may be terminated, revoked or suspended as provided for in and in accordance with the regulations for termination, revocation or suspension in ACC Title 5.

B. Notwithstanding any other provisions of this chapter or of the city code, a home occupation may be immediately terminated if the city finds that the home occupation is being conducted in a manner which is detrimental to the public health or safety. In the event of such immediate termination, the operator of the home occupation shall be advised that they shall have the right to request a public hearing on the propriety of such immediate termination, which public hearing, if requested, shall be conducted in the same manner as provided in ACC 18.70.040.

(Ord. 6141 § 1, 2007; Ord. 4229 § 2, 1987. Formerly 18.60.050.)

The Auburn City Code is current through Ordinance 6977, passed June 16, 2025.

Disclaimer: The city clerk's office has the official version of the Auburn City Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: www.auburnwa.gov

Hosted by General Code.

Chapter 14.03
TYPES OF PROJECT PERMIT DECISIONS

Sections:

14.03.001 Generally.
14.03.010 Type I decisions.
14.03.020 Type II decisions.
14.03.030 Type III decisions.
14.03.040 Type IV decisions.
14.03.050 Reserved.
14.03.060 Legislative nonproject decisions.

14.03.001 Generally.

Project permit decisions are classified into four types, based on whether a director, the hearing examiner or the city council makes the decision and the process by which that decision is made.
(Ord. 6957 § 1 (Exh. A), 2024; Ord. 6654 § 1, 2017; Ord. 6295 § 1, 2010; Ord. 4835 § 1, 1996.)

14.03.010 Type I decisions.

Type I decisions are administrative decisions made by the city which are not subject to environmental review under the State Environmental Policy Act (SEPA) codified at Chapter 43.21C RCW. Type I decisions include, but are not limited to, the following project applications:

A. Building permit;

B. Plumbing permit;

C. Mechanical permit;

D. Utility permit;

E. Construction permit;

F. Land clearing permit;

G. Grading permit;

H. Floodplain development permit;

I. Public facility extension agreement;

J. Right-of-way use permit;

K. Boundary line adjustment or boundary line elimination;

L. Special ~~H~~home occupation permit;

M. Temporary use permit (administrative);

N. Administrative use permit;

O. Short subdivision (plat);

P. Mobile home closure plans;

Q. Extensions or minor amendment to an approved master plan;

R. Final plat. (Ord. 6957 § 1 (Exh. A), 2024; Ord. 6654 § 1, 2017; Ord. 6385 § 1, 2011; Ord. 6295 § 1, 2010; Ord. 5746 § 2, 2003; Ord. 4835 § 1, 1996.)

14.03.020 Type II decisions.

Type II decisions are administrative decisions made by the city which are subject to environmental review and threshold determination under the State Environmental Policy Act (SEPA) codified at Chapter 43.21C RCW. Type II decisions include, but are not limited to, the following project applications:

A. Building permit;

B. Grading permit;

C. Land clearing permit;

D. Public facility extension agreement;

E. Administrative use permit;

F. Short subdivision (plat);

G. Floodplain development permit. (Ord. 6957 § 1 (Exh. A), 2024; Ord. 6654 § 1, 2017; Ord. 6295 § 1, 2010; Ord. 4835 § 1, 1996.)

14.03.030 Type III decisions.

Type III decisions are quasi-judicial final decisions made by the hearing examiner following a recommendation by staff. Type III decisions include, but are not limited to, the following project applications:

A. Temporary use permit;

B. Substantial shoreline development permit;

C. Variance;

D. Special exceptions;

E. Special home occupation permit;

F. Preliminary plat;

G. Conditional use permit;

H. Surface mining permit;

I. Master plan. (Ord. 6957 § 1 (Exh. A), 2024; Ord. 6654 § 1, 2017; Ord. 6385 § 2, 2011; Ord. 6295 § 1, 2010; Ord. 6184 § 3, 2008; Ord. 4835 § 1, 1996.)

14.03.040 Type IV decisions.

Type IV decisions are quasi-judicial decisions made by the city council following a recommendation by the hearing examiner. Type IV decisions include, but are not limited to, the following project applications:

Site-Specific Rezone, Category 1. (Ord. 6957 § 1 (Exh. A), 2024; Ord. 6779 § 5, 2020; Ord. 6654 § 1, 2017; Ord. 6295 § 1, 2010; Ord. 6184 § 4, 2008; Ord. 4835 § 1, 1996.)

14.03.050 Reserved.

(Ord. 6957 § 1 (Exh. A), 2024; Ord. 6654 § 1, 2017; Ord. 6295 § 1, 2010; Ord. 6184 § 5, 2008; Ord. 4835 § 1, 1996.)

14.03.060 Legislative nonproject decisions.

Legislative nonproject decisions made by the city council under its authority to establish policies and regulations are not classified as a “type” of project permit decision. Legislative nonproject decisions include, but are not limited to, the following legislative actions:

A. Amendments to the text and map of the comprehensive plan or development regulations.

B. Amendments to the zoning map (rezones) on a city-wide or area-wide basis. (Ord. 6957 § 1 (Exh. A), 2024; Ord. 6654 § 1, 2017; Ord. 6295 § 1, 2010; Ord. 4835 § 1, 1996.)

The Auburn City Code is current through Ordinance 6976, passed April 7, 2025.

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City Website: www.auburnwa.gov

Hosted by General Code.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6994 (Gaub)
An Ordinance granting to Ezee Fiber Texas, LLC, a Delaware Limited Liability Company, a Franchise for Wireline Telecommunications

Meeting Date:
October 6, 2025

(RECOMMENDED ACTION: Move to approve Ordinance No. 6994.)

Department:
Public Works

Attachments:
Ordinance No. 6994

Budget Impact:

Administrative Recommendation:
City Council to approve Ordinance No. 6994.

Background for Motion:
This Ordinance would allow Ezee Fiber Texas, LLC, to install facilities in the public way within the City limits and provide telecommunications services to residential and business customers located inside the City limits.

Background Summary:
Section 20.02.040 of the Auburn City Code requires a franchise for any utility or telecommunications carrier or operator to use public ways of the City and to provide services to persons or areas inside or outside of the City.

Ezee Fiber Texas, LLC has applied for a Franchise Agreement 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 proposed agreement requires that installation, repairs, upgrades and improvements for the proposed facilities are permitted and managed through the City's permitting processes. The proposed agreement would be valid for a term of 15 years and is consistent with the City's standard Franchise Agreement language.

A staff presentation was given at the September 8, 2025, Study Session discussing draft Ordinance No. 6994. A Public Hearing to consider this application and hear public comment was held before the City Council on September 15, 2025, in accordance with Auburn City Code 20.04.040.

Ordinance No. 6994 authorizes Franchise Agreement No. FRN25-0002 with Ezee Fiber Texas, LLC subject to the terms and conditions outlined in the Ordinance.

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:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
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: _____ Date: _____
Signature

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: _____

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 7001 (Krum)
An Ordinance amending Sections 15.20.020, 15.20.030, 15.20.040, 15.20.050, 15.20.60, and 15.20.070 of the Auburn City Code relating to the International Property Maintenance Code

Meeting Date:
October 6, 2025

(RECOMMENDED ACTION: Move to approve Ordinance No. 7001.)

Department:
Community Development

Attachments:
Ordinance No. 7001, Ord. No. 7001 - Exhibit A

Budget Impact:

Administrative Recommendation:
City Council to approve Ordinance No. 7001.

Background for Motion:
This Ordinance updates Auburn's Building & Construction Code, Title 15, to be consistent with the 2021 International Property Maintenance Code (IPMC) Code.

Background Summary:
The City has adopted the International Property Maintenance Code (IPMC) as part of its Municipal Code to provide minimum standards for the maintenance of existing buildings, structures, and property. Since adoption, the numbering and format of certain sections in the City Code have been amended and reorganized. As a result, the citations to the IPMC contained in the City Code are now outdated or incorrect.

To maintain consistency, clarity, and enforceability, it is necessary to update the City Code to align the referenced sections with the correct current IPMC numbering. This action ensures that enforcement staff, property owners, and the public have accurate references to applicable code provisions, reducing confusion and potential challenges in application.

Staff is proposing to amend Sections 15.20.020, 15.20.030,15.20.040, 15.20.050, 15.20.060, and 15.20.070 of the Auburn City Code to conform with Washington State's adopted code sections.

Staff presented the proposed changes to City Council at Study Session on September 22, 2025.

Councilmember: Tracy Taylor

Staff: Jason Krum

ORDINANCE NO. 7001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTIONS 15.20.020, 15.20.030, 15.20.040, 15.20.050, 15.20.60, AND 15.20.070 OF THE AUBURN CITY CODE RELATING TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE

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

WHEREAS, the State of Washington promulgates some of these codes, updates them periodically, and requires, through RCW 19.27, that local jurisdictions adopt and implement the standard codes; and

WHEREAS, the State of Washington has promulgated updated codes and has approved them for adoption by local jurisdictions; and

WHEREAS, city staff and VRFA staff have reviewed the city's building-related codes, have identified amendments to update or supplemented these codes, and have identified revised desired amendments to the provisions of the City codes held within title 15.20; and

WHEREAS, the City adopted the International Property Maintenance Code (IPMC) as part of its municipal code to provide minimum standards for the maintenance of existing buildings, structures, and property; and

WHEREAS, since adoption, the numbering and format of certain sections in the City Code have been amended and reorganized causing citations to the IPMC to be outdated or incorrect; and

WHEREAS, to maintain consistency, clarity, and enforceability, it is necessary to update the City Code to align the referenced sections with the correct current IPMC numbering; and

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

Section 1. Adoption of amended Chapter 15.20 ACC text amendments. The City of Auburn amended Sections 15.20.020, 15.20,030, 15.20.040, 15.20.050, 15.20.060 and 15.20.070, set forth in Exhibit 1, is on file with the office of the City Clerk is adopted and is available for inspection therein.

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Jason Whalen, City Attorney

Published: _____

Chapter 15.20
PROPERTY MAINTENANCE CODE AND VACANT PROPERTY MANAGEMENT

Sections:

15.20.010 Adoption of International Property Maintenance Code.

15.20.020 Appendices adopted.

15.20.030 Sections 103.1 and ~~103.5~~104.1 amended.

15.20.040 Sections ~~107.2~~111.4.1 and ~~107.3~~111.4.2 amended.

15.20.050 Section ~~110~~113 amended – Demolition.

15.20.060 Section ~~111~~107 amended – Means of appeal.

15.20.070 Sections ~~112~~110.2 and ~~112~~110.4 amended – Stop work order.

15.20.080 Sections 302.4 and 304.14 amended – General requirements.

15.20.090 Sections 602.3 and 602.4 amended – Mechanical and electrical requirements.

15.20.100 Vacant property registration.

15.20.010 Adoption of International Property Maintenance Code.

The International Property Maintenance Code adopted in Chapter 15.07 ACC shall be on file in the office of the city clerk. The code as amended in this chapter shall govern over the published provisions of that code. Where the International Property Maintenance Code references the code official, that shall refer to and be construed to mean the building official as used in the city code. Unless the context clearly indicates otherwise, the terms “code official” and “building official” shall be synonymous. (Ord. 6902 § 13, 2023; Ord. 6763 § 7, 2021.)

15.20.020 Appendices adopted.

International Property Maintenance Code Appendix ~~Chapter~~ A, Boarding Standard, is hereby adopted. A copy of the International Property Maintenance Code Appendix ~~Chapter~~ A, Boarding Standard, shall be on file in the office of the city clerk. (Ord. 6763 § 7, 2021.)

15.20.030 Sections 103.1 and ~~103.5~~104.1 amended.

Sections 103.1 and ~~103.5~~104.1 of the International Property Maintenance Code are amended to read as follows:

103.1 Department of property maintenance inspection. The department of community development is responsible for implementation and enforcement of the International Property Maintenance Code.

~~103.5~~104.1 Fees. The fees for activities and services performed by the city in carrying out its responsibilities under this code, including hearings conducted by the hearing examiner, shall be as indicated in the city of Auburn fee schedule.

(Ord. 6902 § 14, 2023; Ord. 6763 § 7, 2021.)

15.20.040 Sections ~~107.2~~111.4.1 and ~~107.3~~111.4.2 amended.

Sections ~~107.2~~111.4.1 and ~~107.3~~111.4.2 of the International Property Maintenance Code are amended to read as follows:

~~107.2~~111.4.1 Notices and orders. Such notice prescribed in Section 107.1 shall be in accordance with the provisions of Chapter 1.25 regarding the form of notices.

~~107.3~~111.4.2 Method of service. Notices shall be deemed to be properly served if delivered in accordance with the provisions of Chapter 1.25 regarding the method of services of notices.

(Ord. 6763 § 7, 2021.)

15.20.050 Section ~~110~~113 amended – Demolition.

International Property Maintenance Code Section ~~110~~113.1 is amended to read as follows:

Section ~~110~~113.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's judgment is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise

unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two (2) years, the code official shall order the owner or owner's authorized agent to demolish and remove such structure, or board up until future repair. Unless the code official determines that other measures are appropriate based on the circumstances, boarding the building up for future repair shall comply with appendix A and the structure shall not remain boarded beyond thirty (30) days, except where a non-opaque material is used that provides the same level of security as provided by the requirements of Appendix A, the boarding may remain in place for no more than one year. Timeframe extensions may be approved by the code official.

(Ord. 6902 § 15, 2023; Ord. 6763 § 7, 2021.)

15.20.060 Section ~~111~~107 amended – Means of appeal.

Section ~~111~~107 of the International Property Maintenance Code is deleted in its entirety and is replaced with the following:

~~111~~107 Means of appeal. Any person directly affected by a decision of the code official or a notice or order issued under the international property maintenance code shall have the right to appeal the decision, notice, or order, accept notices to correct and the notices described in section 107. The means for appealing shall be that provided in ACC 15.07.130, as hereafter amended.

(Ord. 6763 § 7, 2021.)

15.20.070 Sections ~~112~~110.2 and ~~112~~110.4 amended – Stop work order.

Sections ~~112~~110.2 and ~~112~~110.4 of the International Property Maintenance Code are amended to read as follows:

~~112~~110.2 Issuance. The provisions of Auburn City Code Chapter 1.25 regarding stop work orders shall govern the issuance of a stop work order under this code.

~~112~~110.4 Failure to comply. The provisions of Auburn City Code Chapter 1.25 shall govern the enforcement of stop work orders and the penalty for failing to comply with an order.

(Ord. 6763 § 7, 2021.)

15.20.080 Sections 302.4 and 304.14 amended – General requirements.

Sections 302.4 and 304.14 of the International Property Maintenance Code are amended to read as follows:

302.4 Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of six inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, according to the abatement process contained in ACC 8.12, and the costs of such removal shall be paid by the owner or agent responsible for the property.

304.14 Insect Screens. During the period from April 1 to October 31, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm) and every screen door used for insect control shall have a self-closing device in good working condition.

(Ord. 6763 § 7, 2021.)

15.20.090 Sections 602.3 and 602.4 amended – Mechanical and electrical requirements.

Sections 602.3 and 602.4 of the International Property Maintenance Code are amended to read as follows:

602.3 Heat Supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during year-round to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

a. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.

b. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat year-round to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

a. Processing, storage and operation areas that require cooling or special temperature conditions.

b. Areas in which persons are primarily engaged in vigorous physical activities.

(Ord. 6763 § 7, 2021.)

15.20.100 Vacant property registration.

A. The vacant property registration program is hereby established. All vacant properties shall be registered with the city when they remain vacant for more than 30 days. Failure to register a vacant property shall constitute a violation that is punishable under the terms and procedures of Chapter 1.25 ACC. This section shall not apply to properties that are the subject of a current

rental business license issued pursuant to Chapter 5.22 ACC or are inhabited by the property owner part-time.

B. In addition to registration, vacant properties shall be managed as follows:

1. The property must be kept free of code violations.

2. The structure and property must remain secure from unauthorized access. All doors and windows must be in place and remain locked. Broken doors and windows must be repaired or replaced consistent with all provisions of this title.

3. The roof, flashing, rain gutters, and down spouts must be present and functional.

4. Exterior lighting, consistent with the requirements of this code, shall remain functional and shall be set on a timer to provide nighttime illumination.

5. Water service shall be disconnected.

6. All vegetation shall be maintained consistent with Auburn City Code. Additionally, shrubs, ground covers, vines, and trees must be kept trimmed and not encroach into the public right-of-way or onto other neighboring properties.

7. The exterior appearance of all structures shall be kept clean and in good condition, consistent with Section 304 of the International Property Maintenance Code. Tarps are not allowed as a means of securing or screening damaged, degraded or moss covered roofs, doors, windows or walls, except as a temporary measure prior to a permanent repair or replacement.

8. Appropriate winterization measures shall be taken to ensure that the structure and property are not further degraded due to extended periods of cold and/or wet weather.

9. Gas, electrical, and plumbing fixtures shall be maintained in a condition that is safe and that avoids risk to public health and safety.

10. A notice shall be placed in a visible location on the property that indicates who the property is registered to and must include contact information for the responsible party.

11. The property must be registered with the city of Auburn police department trespass program.

C. The provisions of this section can be applied retroactively. Vacant properties and structures existing on the date of adoption of this section are not vested. (Ord. 6763 § 7, 2021; Ord. 6744 § 3 (Exh. B), 2019; Ord. 6615 § 1, 2016. Formerly 15.20.080, 15.20.010.)

The Auburn City Code is current through Ordinance 6983, passed July 21, 2025.

Disclaimer: The city clerk's office has the official version of the Auburn City Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: www.auburnwa.gov

Hosted by General Code.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 7002 (Whalen/Martinson)
An Ordinance establishing a Municipal Court, and adding Chapter 2.14 of the Auburn City Code

Meeting Date:
October 6, 2025

(RECOMMENDED ACTION: Move to approve Ordinance No. 7002.)

Department:
Legal

Attachments:
Ordinance No. 7002, Ordinance No. 7002 Exhibit A

Budget Impact:

Administrative Recommendation:
City Council to approve Ordinance No. 7002.

Background for Motion:
On May 5, 2025, Council approved Resolution No. 5827 to terminate the Interlocal Agreement with King County and establish the Auburn Municipal Court, which will begin operations on January 1, 2027. This Ordinance will add a Section to the Auburn City Code and establish the Auburn Municipal Court.

Background Summary:
On May 5, 2025, Council approved Resolution No. 5827 authorizing the Mayor to terminate the Interlocal Agreement between the City of Auburn and King County to stand up the City of Auburn Municipal Court. Consistent with Council direction, the Mayor sent a notice of termination to King County. The Interlocal Agreement will therefore expire on December 31, 2026. Establishing the Municipal Court via this Ordinance is the first step in setting up the Court to begin operations on January 1, 2027. Passing this Ordinance will allow the Mayor to appoint a judicial officer, who will be subject to Council confirmation. The judicial officer will select a Court Administrator who will then work in conjunction with the judicial officer to make all necessary arrangements to stand up the Auburn Municipal Court.

Councilmember: Kate Baldwin

Staff: Jason Whalen

ORDINANCE NO. 7002

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, ESTABLISHING A MUNICIPAL COURT, AND ADDING CHAPTER 2.14 OF THE AUBURN CITY CODE

WHEREAS, on May 5, 2025, the Auburn City Council passed Resolution No. 5827 "authorizing the Mayor to terminate the Interlocal Agreement between the City of Auburn and King County to stand up the City of Auburn Municipal Court;" and

WHEREAS, pursuant to Resolution 5827, the Mayor provided due and proper notice to terminate the Interlocal Agreement with King County, effective December 31, 2026; and

WHEREAS, RCW 3.50.010 authorizes any city with a population of four hundred thousand or less to establish a municipal court by ordinance,

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

Section 1. Addition to City Code. A new chapter to the Auburn City Code is added to read as shown in Exhibit A, thereby establishing The Municipal Court of the City of Auburn, which court shall have jurisdiction and shall exercise all powers as authorized by law, effective January 1, 2027.

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

Section 3. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of the application of it to any person

or circumstance, will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Jason Whalen, City Attorney

Published: _____

EXHIBIT A

Chapter 2.14
MUNICIPAL COURT

Sections:
2.14.010 Court established pursuant to RCW 3.50 et seq.
2.14.020 Location of court.
2.14.030 Jurisdiction.
2.14.040 Municipal judges.
2.14.050 Independent judiciary.
2.14.060 Judge pro tem.
2.14.070 Vacancy—Removal—Disqualification.
2.14.080 Disposition of Revenue.
2.14.090 Municipal Court employees.
2.14.100 Municipal Court seal.
2.14.110 Suspension or deferral of sentences.
2.14.120 Penalty if no other punishment prescribed.
2.14.130 Criminal prosecution in city's name for violation of ordinances.
2.14.140 Pleadings, practice and procedure.

2.14.010 Court established pursuant to RCW 3.50 et seq.
The Municipal Court of the City of Auburn ("Municipal Court") is hereby created and shall have jurisdiction and exercise all powers vested in the Municipal Court by Chapter 3.50 RCW, together with other powers and jurisdiction generally conferred on such courts in Washington, either by common law or statute. The Municipal Court shall commence operation on January 1, 2027.

2.14.020 Location of court.
The Municipal Court, its courtrooms, chambers, and administrative and clerical offices are located in the Auburn Justice Center, located at 18 Auburn Way S, Auburn, Washington, or in such other location as may be designated by the mayor.

2.14.030 Jurisdiction.
A. Pursuant to RCW 3.50.020, the Municipal Court shall have exclusive original jurisdiction over traffic, parking, and other civil infractions arising under city ordinances and exclusive original criminal jurisdiction of all violations of city ordinances duly adopted by the city and shall have original jurisdiction of all other actions brought to enforce or recover license penalties or forfeitures declared or given by such ordinances or by state statutes. The Municipal Court shall also have the jurisdiction as conferred by statute.

B. The Municipal Court is empowered to forfeit cash bail or bail bonds and issue execution thereon, and in general to hear and determine all causes, civil or criminal, including traffic infractions, arising under city ordinances and to pronounce judgment in accordance therewith. So long as it participates in the program established by the administrative office of the courts pursuant to RCW 2.56.160, the Municipal court shall have jurisdiction to take, recognizance, approve bail, and arraign defendants held within its jurisdiction on warrants issued by any court of limited jurisdiction participating in the program.

2.14.040 Municipal judges.
A. Appointment. Within thirty days after the effective date of this chapter, or any ordinance of the city council that provides for additional judges, the mayor shall appoint a municipal judge subject to confirmation by the city council.

B. Term. The appointment of judges under this chapter shall expire on December 31, 2029. Thereafter, all Auburn Municipal Court judges will be subject to election pursuant to RCW 3.50.055 and serve a four-year term consistent with RCW 3.50.040 and RCW 3.50.050.

C. Qualifications. A person appointed as a full-time judge shall be a citizen of the United States of America and of the State of Washington. The appointed judge shall also be an attorney admitted to practice law before the courts of record of the state of Washington. A judge of a municipal court must be a resident of King County or Pierce County.

D. Oath.

1. Pursuant to RCW 3.50.097, every judge of a municipal court, before entering upon the duties of the office, shall take and subscribe the following oath or affirmation:

   "I do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of Washington, and that I will faithfully discharge the duties of the judge of the Municipal Court of the City of Auburn according to the best of my ability."

2. The oath shall be filed in the office of the county auditor and with the city clerk.

E. Additional Judges.

1. Additional full- or part-time municipal judge positions may be filled when the public interest and administration of justice makes such additional judge or judges necessary and so long as that procedure is in compliance with state statutes, including but not limited to RCW 3.50.055.
2. Additional full- or part-time judges may be created only by ordinance of the city council.

F. Salaries of Municipal Court judges shall be fixed by Ordinance.

2.14.050 Independent judiciary.
The decisions, rulings, and judgments of the Municipal Court judge shall not be subject to oversight, revision, or influence by any other city office or personnel, including, but not limited to, the mayor or city council.

2.14.060 Judges pro tem.
A. Pursuant to RCW 3.50.090, the presiding Municipal Court judge may designate one or more persons as judges pro tem to serve in the absence or disability of the elected or duly appointed judges of the court, subsequent to the filing of an affidavit of prejudice, or in addition to the elected or duly appointed judges when the administration of justice and the accomplishment of the work of the court make it necessary.

B. The qualifications of a judge pro tempore shall be the same as for judges as provided under RCW 3.50.040, except that a judge pro tempore need not be a resident of the city or county in which the Municipal Court is located.

C. Judges pro tempore shall have all of the powers of the duly appointed or elected judges when serving as judges pro tempore of the court.

D. Before entering his or her duties, each judge pro tempore shall take, subscribe, and file an oath as is taken by a duly appointed or elected judge.

E. Judges pro tempore shall receive, and the city shall pay, compensation as fixed by ordinance.

2.14.070 Vacancy—Removal—Disqualification.
A. Vacancy.

1. Pursuant to RCW 3.50.093, any vacancy in the Municipal Court, due to death, disability, or resignation of a judge, shall be filled by the mayor for the remainder of the unexpired term.

2. The appointment shall be subject to the confirmation of the city council.

3. The appointed judge shall be qualified to hold the position of judge of the Municipal Court as provided in this chapter.

B. Removal. Pursuant to RCW 3.50.095, a Municipal Court judge shall be removed only upon conviction of misconduct or malfeasance in office or because of physical or mental disability rendering the judge incapable of performing the duties of the office; provided, that a Municipal Court judge is also subject to disciplinary actions by the commission of judicial conduct and the Washington State Supreme Court, as described in Chapter 2.64 RCW.

C. Disqualification. Pursuant to RCW 3.50.045, a Municipal Court judicial officer shall not preside in any of the following cases:

1. In an action to which the judicial officer is a party, or in which the judicial officer is directly interested, or in which the judicial officer has been an attorney for a party.

2. When the judicial officer or one of the parties believes that the parties cannot have an impartial trial or hearing before the judicial officer, the judicial officer shall disqualify himself or herself under the provisions of this section if, before any discretionary ruling has been made, a party files an affidavit that the party cannot have a fair and impartial trial or hearing by reason of the interest or prejudice of the judicial officer. The following are not considered discretionary rulings:

   (a) The arrangement of the calendar;

   (b) The setting of an action, motion, or proceeding for hearing or trial;

   (c) The arraignment of the accused; or

   (d) The fixing of bail and initially setting conditions of release.

3. Only one change of judicial officer is allowed by each party in an action or proceeding.

4. When a judicial officer is disqualified under this section, the case shall be heard before another judicial officer of the city.

5. For the purposes of this section, “judicial officer” means a judge, judge pro tempore, or court commissioner.

2.14.080 Disposition of revenue.

A. Costs.

1. Pursuant to RCW 3.50.100, costs in civil and criminal actions may be imposed as provided in district court.
2. All fees, costs, fines, forfeitures, and other money imposed by the Municipal Court for the violation of any municipal ordinances shall be collected by the court clerk and, together with any other noninterest revenues received by the clerk, shall be deposited with the city treasurer as a part of the general fund, deposited in such other fund of the city, or deposited in such other funds as may be designated by the laws of the state of Washington.

B. Except as provided in RCW 9A.88.120 and 10.99.080, the city treasurer shall remit monthly thirty-two percent of the noninterest money received under this section, other than for parking infractions, and certain costs to the state treasurer.

1. “Certain costs” as used in this subsection, means those costs awarded to prevailing parties in civil actions under RCW 4.84.010 or 36.18.040, those costs awarded against convicted defendants in criminal actions under RCW 10.01.160, 10.46.190, or 36.18.040, or other similar statutes if such costs are specifically designated as costs by the court and are awarded for the specific reimbursement of costs incurred by the state, county, or city in the prosecution of the case, including the fees of defense counsel.
2. Money remitted under this subsection to the state treasurer shall be deposited in the state general fund.
3. The balance of the noninterest money received under this section shall be retained by the city and deposited as provided by law.

C. Penalties, fines, bail forfeitures, fees, and costs imposed against a defendant in a criminal proceeding shall not accrue interest.

2.14.090 Municipal Court employees.
Pursuant to RCW 3.50.080, but subject to General Rule (GR) 29, all employees of the Municipal Court shall, for all purposes, be deemed employees of the City of Auburn. They shall be appointed by and serve at the pleasure of the presiding municipal judge.

2.14.100 Municipal Court seal.
Pursuant to RCW 3.50.115, the Municipal Court shall have a seal which shall be the vignette of George Washington, with the words "Seal of the Municipal Court of the City of Auburn, State of Washington," surrounding the vignette. All process from the court runs throughout the state. The Supreme Court may determine by rule what process must be issued under seal.

2.14.110 Suspension or deferral of sentences.
Unless otherwise provided by state law, the court shall have the following sentencing authority:

A. Except as provided in subsection B of this section, pursuant to RCW 3.50.320, after a conviction, the court may impose sentence by suspending all or a portion of the defendant's sentence or by deferring the sentence of the defendant and may place the defendant on post disposition supervision for a period of no longer than two years and prescribe the conditions thereof.

1. A defendant who has been sentenced, or whose sentence has been deferred, and who then fails to appear for any hearing to address the defendant's compliance with the terms of post disposition supervision when ordered to do so by the court, shall have the term of post disposition supervision tolled until such time as the defendant makes his or her presence known to the court on the record.

2. During the time of the deferral, the court may, for good cause shown, permit a defendant to withdraw the plea of guilty, permit the defendant to enter a plea of not guilty, and dismiss the charges. The court shall not defer sentence for an offense sentenced under RCW 46.61.5055.

B. Pursuant to RCW 3.50.330, for a period not to exceed five years after imposition of sentence for a defendant sentenced for a domestic violence offense or under RCW 46.61.5055 and two years after imposition of sentence for all other offenses, the court shall have continuing jurisdiction and authority to suspend or defer the execution of all or any part of the sentence upon stated terms, including installment payment of fines.

1. A defendant who has been sentenced, or whose sentence has been deferred, and who then fails to appear for any hearing to address the defendant's compliance with the terms of post disposition supervision when ordered to do so by the court, shall have the term of post disposition supervision tolled until such time as the defendant makes his or her presence known to the court on the record.

2. The jurisdiction period in this section does not apply to the enforcement of orders issued under RCW 46.20.720.

3. Any time before entering an order terminating post disposition supervision, the court may modify or revoke its order suspending or deferring the imposition or execution of the sentence.

C. Pursuant to RCW 3.50.340, deferral of sentence and suspension of execution of sentence may be revoked if the defendant violates or fails to carry out any of the conditions of the deferral or suspension.

1. Upon the revocation of the deferral or suspension, the court shall impose the sentence previously suspended or any unexecuted portion thereof. In no case shall the court impose a sentence greater than the original sentence, with credit given for time served and money paid on fine and costs.

2. Any time before entering an order terminating post disposition supervision, the court may revoke or modify its order suspending the imposition or execution of the sentence.

3. If the ends of justice will be served and when warranted by the reformation of the supervisee, the court may terminate the period of post disposition supervision and discharge the person so held. (Ord. 1582 § 1, 2022).

2.14.120 Penalty if no other punishment prescribed.

Pursuant to RCW 3.50.440, every person convicted by the Municipal Court of a violation of the criminal provisions of an ordinance for which no punishment is specifically prescribed in the ordinance is guilty of a gross misdemeanor and shall be punished by a fine of not more than five thousand dollars or imprisonment in city jail for a period not to exceed one year, or both such fine and imprisonment.

2.14.130 Criminal prosecution in city's name for violation of ordinances.

Pursuant to RCW 3.50.430, all criminal prosecutions for the violation of a city ordinance shall be conducted in the name of the City of Auburn and may be upon the complaint of any person.

2.14.140 Pleadings, practice and procedure.

Pursuant to RCW 3.50.450, pleadings, practice, and procedure in cases not governed by statutes or rules specifically applicable to municipal courts shall, insofar as applicable, be governed by the statutes and rules now existing or hereafter adopted governing pleadings, practice, and procedure applicable to district courts.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5859 (Gaub)
A Resolution authorizing the Mayor to execute an Interlocal Agreement between the City of Auburn and King County relating to the City of Auburn's AWOS, Beacon and Emergency Generator Project

Meeting Date:
October 6, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5859.)

Department:
Public Works

Attachments:
Resolution No. 5859, Exhibit A, Vicinity Map

Budget Impact:

Administrative Recommendation:
City Council to adopt Resolution No. 5859.

Background for Motion:
This Resolution authorizes an Interlocal Agreement with King County for the City of Auburn to pay a $51,769 fee and King County to complete the required wetland mitigation for the Auburn Airport's Automated Weather Observation Station (AWOS), Beacon and Generator Installation to satisfy the project's permit requirements.

Background Summary:
Resolution No. 5859 authorizes the Mayor to execute an Interlocal Agreement between the City of Auburn and King County. The purpose of this agreement is to fulfill a U.S. Army Corps of Engineers permit requirement for wetland mitigation associated with Project No. CP2335, Auburn Automated Weather Observation Station (AWOS), Beacon, and Generator Installation for the Auburn Municipal Airport. This agreement requires the City to pay King County a $51,769 fee, and in return, King County will complete a mitigation project at a separate site to satisfy the project's permit requirement.

The Auburn AWOS, Beacon, and Generator Installation will construct the following improvements at the Auburn Municipal Airport (Airport):

Automated Weather Observing System (AWOS):

AWOS is a group of instruments that continuously measures and reports weather data. The Airport currently does not have an AWOS. The new AWOS will provide valuable weather information to pilots and is imperative for use with the Airport's upcoming non-precision instrument approach procedure being developed by the Federal Aviation Administration (FAA) which will allow pilots to utilize the Airport in low visibility conditions.

Beacon:
A beacon is a bright light that helps pilots locate the Airport at night. The existing Airport beacon is mounted on top of a hangar building to the east of the runway and requires replacement due to its age (20+ years) and deteriorating condition. In addition, because of the surrounding ambient light, the existing beacon is difficult to observe at night. The new beacon will be mounted on a pole and will be located to the west of the runway to make it more visible to pilots at night.

Standby Generator:
The Airport does not currently have a standby generator. A standby generator is needed to provide backup electrical services for Airport lighting for the runway and taxiways during power outages.

The Interlocal Agreement attached as Exhibit A has already been executed by King County.

Councilmember: Tracy Taylor **Staff:** Ingrid Gaub

RESOLUTION NO. 5859

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 KING COUNTY RELATING TO THE CITY OF AUBURN'S AWOS, BEACON & EMERGENCY GENERATOR PROJECT

WHEREAS, the U.S. Army Corps of Engineers ("Army Corps") has obligated the City of Auburn ("Auburn") to mitigate wetland impacts associated with the Automated Weather Observing System (AWOS), Beacon & Emergency Generator project ("Project"); and

WHEREAS, the wetland impacts will be mitigated through the King County ("County") Mitigation Reserve Program which is currently implemented as an in-lieu fee program; and

WHEREAS, Auburn will pay a $51,769 fee to the County, and by receiving the fee, the County is responsible for the completion of a project at a separate mitigation site that will satisfy Auburn's mitigation obligations to the Army Corps;

WHEREAS, the funds needed to pay the fee are available in the approved City budget; and

WHEREAS, Auburn and King County are authorized to undertake joint and cooperative action pursuant to 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 King County related to the City of Auburn's AWOS, Beacon & Emergency Generator

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: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Jason Whalen, City Attorney

City of Auburn
Resolution No. 5859
Exhibit A

Docusign Envelope ID: 56EDC868-2216-42C9-AF5E-4636EAD782AE

TERMS OF SALE AGREEMENT
Mitigation for City of Auburn
Auburn Airport AWOS Project in the
Mill Creek Basin, King County, Washington
Using King County's Mitigation Reserves Program

This Agreement is made and entered into by and between City of Auburn ("AUBURN") and King County, 201 S. Jackson St. Rm. 6300, Seattle, WA 98104-3855 ("COUNTY"). The COUNTY and AUBURN are referred hereinafter as the "Parties."

WHEREAS, AUBURN has proposed to add an Automated Weather Observing System (AWOS), a beacon, and electrical lines on the west side of the Auburn Airport located at 2301 E Street in the City of Auburn, known as the Auburn Airport AWOS Project (the "Impact Project"); and

WHEREAS, the COUNTY in 2004 established the King County Mitigation Reserves Program ("KC MRP"), which is currently implemented through an in lieu fee ("ILF") program, as approved by the COUNTY in 2012, and as administered by the Water and Land Resources Division of the King County Department of Natural Resources and Parks; and

WHEREAS, the KC MRP has been acknowledged by the U.S. Army Corps of Engineers ("CORPS") and the Washington State Department of Ecology ("DOE") as meeting federal and state programmatic requirements for operating an ILF program, as evidenced by their execution of the *King County Mitigation Reserves Program Final Program Instrument* ("Program Instrument"), dated March 12, 2012; and

WHEREAS, the KC MRP provides a means for AUBURN to pay a fee to the COUNTY and fully and irrevocably transfer AUBURN's mitigation obligations associated with the unavoidable impacts at the Impact Project, as identified by the CORPS and City of Auburn ("Permitting Agencies"), to the COUNTY through the purchase of In-Lieu Fee Credits, as defined in and provided for in the Program Instrument; and

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WHEREAS, AUBURN agrees to pay, and the COUNTY will accept through its KC MRP, a fee in exchange for In-Lieu Fee Credits that the COUNTY will provide to AUBURN to satisfy the mitigation obligations related to the Impact Project, that are identified by the Permitting Agencies and in the In-Lieu Fee Use Plan ("ILF Use Plan") as further described below; and

WHEREAS, the COUNTY, by receiving the funds paid by AUBURN, agrees to implement a project at a mitigation site in accordance with the terms of the Program Instrument ("Mitigation Project").

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein,

IT IS MUTUALLY AGREED AS FOLLOWS:

I. The above recitals are a material part hereof and are incorporated herein by this reference.

II. Applicant, and Impact Project Details

A. APPLICANT

The "APPLICANT," as used herein means:
City of Auburn
ATTN: Seth Wickstrom
25 West Main Street
Auburn, WA 98001
Tel: 253-804-5034

B. Impact Project Description

The Impact Project is known as the Auburn Airport AWOS Project and is located at 2301 E Street in the City of Auburn. The Impact Project will add an AWOS, a beacon, and electrical lines on the west side of the Auburn Airport.

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C. Wetland Impacts from Impact Project

The Impact Project will result in 619 square feet of permanent Category II wetland impact. Additional details about the wetland impacts are provided in an ILF Use Plan dated February 2025.

D. Impact Project Permits

The permits that have requirements directed toward the wetland impacts from the Impact Project are the following:

- U.S. Army Corps of Engineers, Nationwide Permit NWS-2024-965 ("CORPS PERMIT")
- City of Auburn, Land Use Permit 1587975 ("CITY PERMIT")

The CORPS permit contains a special condition requiring, and the CITY PERMIT will require AUBURN to purchase 0.882 In-Lieu Fee Credits (0.336 Water Quality Credits, 0.294 Hydrology Credits, and 0.252 Habitat Credits) from the KC MRP to meet the mitigation requirements for the wetland impacts resulting from the Auburn Airport AWOS, as provided for in the ILF Use Plan (the "In-Lieu Fee Credits").

III. Payment and Records

A. AUBURN hereby agrees to pay a fee to the COUNTY in accordance with the KC MRP in the amount of Fifty-One Thousand Seven Hundred Sixty-Nine Dollars ($51,769) ("Mitigation Fee").

B. Within fifteen (15) days after the execution of this Agreement, the COUNTY will provide an invoice to AUBURN for the Mitigation Fee. Upon payment of the Mitigation Fee, the COUNTY acknowledges and agrees that AUBURN shall have no further monetary or mitigation obligations for, or related to, the Mitigation Project, and all obligations for implementing and completing the Mitigation Project shall be the COUNTY's sole responsibility.

C. AUBURN shall have sixty (60) days from the Mitigation Fee invoice date to make full payment to the COUNTY unless extended in writing at the COUNTY's sole discretion. If

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the COUNTY does not receive full payment of the Mitigation Fee within sixty (60) days of the invoice date or written extension granted by the COUNTY, this Agreement shall become null and void and the remaining terms herein shall be unenforceable by either Party.

D. Within fifteen (15) days of receiving the payment of the Mitigation Fee from AUBURN, the COUNTY shall provide AUBURN with a signed and dated acknowledgment which shall identify the Applicant, the Impact Project, the project impacts and the permits for which required mitigation responsibility is being transferred from the Applicant to the COUNTY through the purchase of In-Lieu Fee Credits ("Statement of Sale"). A copy of the form of the Statement of Sale is attached hereto as Attachment A. The Statement of Sale is also intended to, and shall, confirm and serve as the official record of the sale of In-Lieu Fee Credits to AUBURN. This Statement of Sale shall not constitute a permit or permission to proceed with any proposed action. AUBURN is responsible for obtaining all necessary permits to construct the Impact Project.

IV. Transfer of Permit Mitigation Responsibility

Upon acceptance by the COUNTY of the Mitigation Fee from AUBURN, AUBURN transfers to the COUNTY, and the COUNTY agrees to accept, full legal responsibility and obligation for satisfying the requirements to purchase In-Lieu Fee Credits identified in Section II.D. above in accordance with the terms of the Program Instrument.

V. Dispute Resolution

In the event a dispute cannot be resolved between the Parties, the dispute shall be resolved in the following manner: Each Party shall appoint a member to a dispute board. The members so appointed shall jointly appoint a third member to the dispute board who is not employed by or affiliated in any way with the two Parties. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. A written recommendation shall be made by the dispute board to the Parties. An attempt at such dispute resolution in compliance with this process shall be a prerequisite to the filing of any

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litigation concerning the dispute. The Parties shall equally share in the cost of the third dispute board member; however, each Party shall be responsible for its own costs and fees.

VI. Legal Relations

A. The COUNTY shall protect, defend, indemnify, and hold harmless AUBURN, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, both to persons and property, arising out of, or in any way resulting from, the COUNTY's own negligent acts or omissions, or the negligent acts or omissions of the COUNTY's officials, officers, or employees, in carrying out the County's obligations under the terms of this Agreement. AUBURN shall protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, both to persons and property, arising out of, or in any way resulting from AUBURN's own negligent acts or omissions, or the negligent acts or omissions of AUBURN officials, officers, or employees, in carrying out AUBURN's obligations under the terms of this Agreement. Where such claims, suits, or actions result from concurrent negligence of the Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence. Each Party agrees that its obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

   This indemnification provision shall survive the termination of this Agreement.

B. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in King County, Washington. Further, each Party shall be liable for its own litigation costs and attorney's fees.

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VII. Term of Agreement and Modification

A. This Agreement shall become effective as of the Party's signature date last written below and shall remain in effect until the COUNTY issues the Statement of Sale to AUBURN and the COUNTY provides a copy of the Statement of Sale to the CORPS and DOE, as provided for in the Program Instrument, at which point this Agreement shall terminate, unless terminated earlier pursuant to Section III.C. above. Upon its payment of the Mitigation Fee to the KC MRP, AUBURN shall have no further mitigation and/or monetary obligation related to the Mitigation Project.

B. No modification of this Agreement is valid unless evidenced in writing and signed by both Parties. No verbal agreement may supersede, replace or amend this Agreement.

C. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one and the same Agreement.

VIII. Binding Agreement

This Agreement shall be binding on the officers, directors, shareholders, members, partners, employees, agents, personal representatives, heirs, successors, and assigns of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the Party's date signed last below.

KING COUNTY	City of Auburn
By	By
Name: Josh Baldi	Name:
Title: Water and Land Resources Division Director	Title:
Date:	Date:

Docusign Envelope ID: 56EDC868-2216-42C9-AF5E-4636EAD782AE

APPROVED AS TO FORM	APPROVED AS TO FORM
Signed by: Russell Prugh CD23A91EF54544B...	
Name: Russell Prugh	Name:
Title: Sr. Deputy Prosecuting Attorney	Title:
Date: 8/25/2025	Date:

Docusign Envelope ID: 56EDC868-2216-42C9-AF5E-4636EAD782AE

ATTACHMENT A

King County Mitigation Reserves Program (MRP) Statement of Sale

OFFICIAL RECORD OF SALE OF MITIGATION CREDITS PURSUANT TO THE TERMS AND CONDITIONS OF THE KING COUNTY MITIGATION RESERVES IN LIEU FEE PROGRAM INSTRUMENT AND PROVISIONS CONTAINED IN 33 CFR PARTS 325 AND 332 AS REVISED EFFECTIVE JUNE 9, 2008 (FEDERAL MITIGATION RULE).

I. PURPOSE

This Statement of Sale confirms the sale of mitigation credits from the King County Mitigation Reserves Program (hereinafter "Sponsor") to the Applicant listed in Article III below. This Statement of Sale does not constitute a permit or permission to proceed with any proposed action. The Applicant is responsible for obtaining all necessary permits for a proposed action.

II. TRANSFER OF MITIGATION RESPONSIBILITY

The Sponsor agrees to accept full legal responsibility for satisfying the mitigation requirements for all U.S. Army Corps of Engineers (Corps), State, and local permits for which mitigation fees from an Applicant have been accepted under the terms of this Statement of Sale. This responsibility includes compliance with 33 CFR 332, 40 CFR 230, King County Code Chapter 21A.24, any applicable state and local jurisdictional laws, and the terms of the King County Mitigation Reserves In Lieu Fee Program Instrument (Program Instrument). In satisfaction of the compensatory mitigation requirements, the Sponsor shall provide compensatory mitigation of the type and in the amount necessary to meet applicable Federal, State, and local regulation requirements.

III. APPLICANT AND IMPACT PROJECT DETAILS

E. Applicant

[Full Permittee Name]
Attn: [Contact Person]
[Mailing Address]
[City, State Zip]
Tel: [XXX-XXX-XXXX]

F. Impact Project

Docusign Envelope ID: 56EDC868-2216-42C9-AF5E-4636EAD782AE

The Sponsor has accepted mitigation fees in the amount of [Written Amount] Dollars ($XXX,XXX) for the unavoidable impact to [aquatic and/or wetland] resources as described below. Upon acceptance of these fees from the Applicant, the Sponsor is agreeing to implement mitigation and assume all associated obligations and liabilities according to the terms of the Program Instrument, certified on March 12, 2012.

MRP Service Area: [Service Area Name] Service Area

Description of Impacts:

The Impact Project refers to the Applicant's [Project Name] Project, located on the [description of location]. Details of the proposed Impact Project are provided in [Name of ILF Use Plan, if uniquely named, OR an In-Lieu Fee Use Plan] which was submitted to applicable regulatory agencies in [Month Year].

The permits and regulatory approvals that have requirements directed toward the wetland impacts from the Impact Project are the following:

- Department of the Army Permit [NWS-XXXX-XXX] from the U.S. Army Corps of Engineers (Corps)

The ILF Purchase Plan describes the impacts being mitigated through the purchase of mitigation credit from the Sponsor.

IV. CREDITS PURCHASED AND MITIGATION FEES PAID

A. Credits Purchased. In exchange for the payment of mitigation fees, which the Applicant paid to the Sponsor on [Month Day, Year], the Applicant receives [XX.XX] Credits in the [Service Area Name] Service Area. This mitigation credit will draw down the Advance Credit pool in the [Service Area Name] Service Area by [XX.XX] Credits.

B. Allocation to the MRP Program Account. The mitigation fees will be deposited into the following accounts within the King County MRP Account (see Basic Agreement Article III.D and Appendix F):

MRP Service Area: [Service Area Name]

Docusign Envelope ID: 56EDC868-2216-42C9-AF5E-4636EAD782AE

Total Mitigation Fees Collected from Applicant: $[XXX,XXX]

Land Fee Account: $XX,XXX (X.X% of total mitigation fee)

Program Admin. Account: $XX,XXX (X.X% of total mitigation fee)

Contingency Fee Account: $XX,XXX (X.X% of total mitigation fee)

Long Term Management Fund: $XX,XXX (X.X% of total mitigation fee)

Mitigation Project Accounts: $XX,XXX (XX.X% of total mitigation fee)

V. PROOF OF PURCHASE

This Statement of Sale shall serve as official proof that the Applicant has purchased mitigation credits from the Sponsor.

A. Signed Statement of Sale provided to Applicant. The Sponsor will provide a signed copy of this form to the Applicant within 15 days after receipt of funds from the Applicant. The Applicant is responsible for submitting copies of the signed Statement of Sale to appropriate regulatory agencies as proof of purchase of mitigation credits from the Sponsor.

B. Signed Statement of Sale provided to the Corps and Ecology. The Sponsor will provide a signed copy of this form to the IRT representatives from the Corps and Ecology, co-chairs of the IRT, within 15 days after receipt of funds from the Applicant.

C. Copies available to IRT members. Copies of this Statement of Sale will be made available any member of the IRT upon the IRT member's request.

VI. ADDITIONAL PROVISIONS

A. Allocation of Funds. The Sponsor will deposit the moneys listed above into the program account in the amounts listed in Article IV.B of this Statement of Sale. Record of these funds will also be added to the Program Account Ledger.

B. Spending Authorization. Upon initial receipt of mitigation fees, the Sponsor shall be authorized to spend up to 75% of funds allocated to Administrative Accounts according to the terms of the program instrument (see Appendix F, Section 4.0). The District Engineer, after consultation with the IRT, must authorize all additional expenditures from

Docusign Envelope ID: 56EDC868-2216-42C9-AF5E-4636EAD782AE

the program account pursuant to 33 CFR 332.8(i)(2) and pursuant to the Basic Agreement Article III.B.

C. Reporting requirements unaffected. This agreement shall not affect reporting requirements outlined in the program instrument.

D. Effect of Agreement. This Agreement does not in any manner affect statutory authorities and responsibilities of the Sponsor. This Statement of Sale is not intended, nor may it be relied upon, to create any rights in third parties enforceable in litigation with the United States or the State of Washington. This Statement of Sale does not authorize, nor shall it be construed to permit, the establishment of any lien, encumbrance, or other claim with respect to the Mitigation Reserves Program property, with the sole exception of the right on the part of the Corps to require the Sponsor to implement the provisions of Program Instrument, including recording conservation easements or similarly restrictive covenants, required as a condition of the issuance of permits for discharges of dredged and fill material into waters of the United States associated with construction and operation and maintenance of a Mitigation Site.

E. Attorneys' Fees. If any action at law or equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this Statement of Sale, the prevailing party shall be entitled to be reimbursed for its court costs and attorneys' fees, in addition to all damages, through all levels of appeal.

F. Headings and Captions. Any paragraph heading or caption contained in this Statement of Sale shall be for convenience of reference only and shall not affect the construction or interpretation of any provision of this Statement of Sale.

G. Successors and Assigns. This Statement of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

H. Amendments. This Statement of Sale shall not be amended without the express written agreement of the Parties.

Docusign Envelope ID: 56EDC868-2216-42C9-AF5E-4636EAD782AE

IN WITNESS WHEREOF, the Sponsor confirms the information contained in this Statement of Sale to be true as written.

SPONSOR

EXHIBIT NOT FOR EXECUTION_____ _____

Josh Baldi Date

Division Director
Water and Land Resources Division
King County Department of Natural Resources and Parks
201 South Jackson Street, Suite 6300
Seattle, WA 98104-3855

VICINITY MAP

CP2335, Automated Weather Observing System (AWOS), Beacon & Emergency Generator

Printed Date: 9/30/2019
Map Created by City of Auburn eGIS
Imagery Date: May 2015

Approximate location of new beacon.

Example image

Approximate location of new AWOS.

Example image

Approximate location of new standby generator.

Example image

AUBURN MUNICIPAL AIRPORT

30TH ST NW
30TH ST NE
28TH ST NE
26TH ST NE
24TH ST NE
AUBURN WAY N
D ST NE
E ST NE
16TH ST NE
15TH ST NE
14TH ST NW

1,333.3 0 666.7 1,333.3 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

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

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5861 (Gaub)
A Resolution authorizing the Mayor to execute and administer an agreement accepting a grant from the Washington State Department of Transportation and the Pedestrian and Bicycle Safety Program relating to Project No. CP2509, Downtown Bike to Transit — 10th Street NE/NW

Meeting Date:
October 6, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5861.)

Department:
Public Works

Attachments:
Resolution No. 5861, Project Vicinity Map

Budget Impact:
$1,924,000

Administrative Recommendation:
City Council to adopt Resolution No. 5861.

Background for Motion:
This Resolution allows the acceptance and utilization of grant funds awarded through the Washington State Climate Commitment Act from the State in the amount of $1,924,000 for the Downtown Bike to Transit project, which will improve 10th Street NE/NW between B Street NW and Auburn Way North by reducing it from four lanes to three and creating buffered bike lanes along with other safety improvements.

Background Summary:
Resolution No. 5861 authorizes the Mayor to enter into agreements with the Washington State Department of Transportation to accept and utilize grant funds in the amount of $1,924,000 to support the implementation of the Downtown Bike to Transit (10th Street NE/NW) project (CP2509).

This project will improve the 10th Street NE/NW corridor between B Street NW and Auburn Way North by converting the existing four-lane roadway into a three-lane configuration, consisting of one travel lane in each direction, a center two way left turn lane, and buffered bike lanes. These enhancements aim to improve safety, access, and multi-modal mobility. Intersection upgrades include removing the east/west stop control at A Street NE and installing Rectangular Rapid Flashing Beacons (RRFBs) and refuge islands at the north-south crosswalks to improve pedestrian safety. The traffic signal at D Street NE will be modified to match the updated cross section, and the entire corridor will receive a grind and overlay to preserve the existing pavement.

In conjunction with the transportation improvements, the project will replace approximately 58 feet of existing 8-inch storm drainage with a new 12-inch pipe to increase drainage capacity. Existing catch

basins will be preserved unless their replacement is necessary for pipe replacement. The project grant funds will be included in the upcoming budget amendment #3 request.

Councilmember: Tracy Taylor **Staff:** Ingrid Gaub

RESOLUTION NO. 5861

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AND ADMINISTER AN AGREEMENT ACCEPTING A GRANT FROM THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND THE PEDESTRIAN AND BICYCLE SAFETY PROGRAM RELATING TO PROJECT NO. CP2509, DOWNTOWN BIKE TO TRANSIT - 10TH STREET NE/NW

WHEREAS, the City applied for, and has been awarded, grant funding for the Downtown Bike to Transit - 10th St NE/NW project (Project) that will design and construct improvements to the City's transportation systems; and

WHEREAS, the Project is included in the City's Transportation Improvement Program (TIP) as Downtown Bike to Transit - 10th St NE/NW (N-3); and

WHEREAS, the total estimated grant funds awarded for the Project are approximately $1,924,000, with no local match required; and

WHEREAS, Washington State Department of Transportation (WSDOT) is a state agency responsible for the administration of the Pedestrian and Bicycle Safety Program utilizing Climate Commitment Act funds for transportation projects; and

WHEREAS, it is in the best interest of the City to use Washington State grant monies to finance transportation improvements.

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

Section 1. The Mayor is authorized to execute and administer the grant agreement with WSDOT for a total of $1,924,000 or any other amount authorized by the Pedestrian and Bike Safety Program and WSDOT for the Project.

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

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

Dated and Signed: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

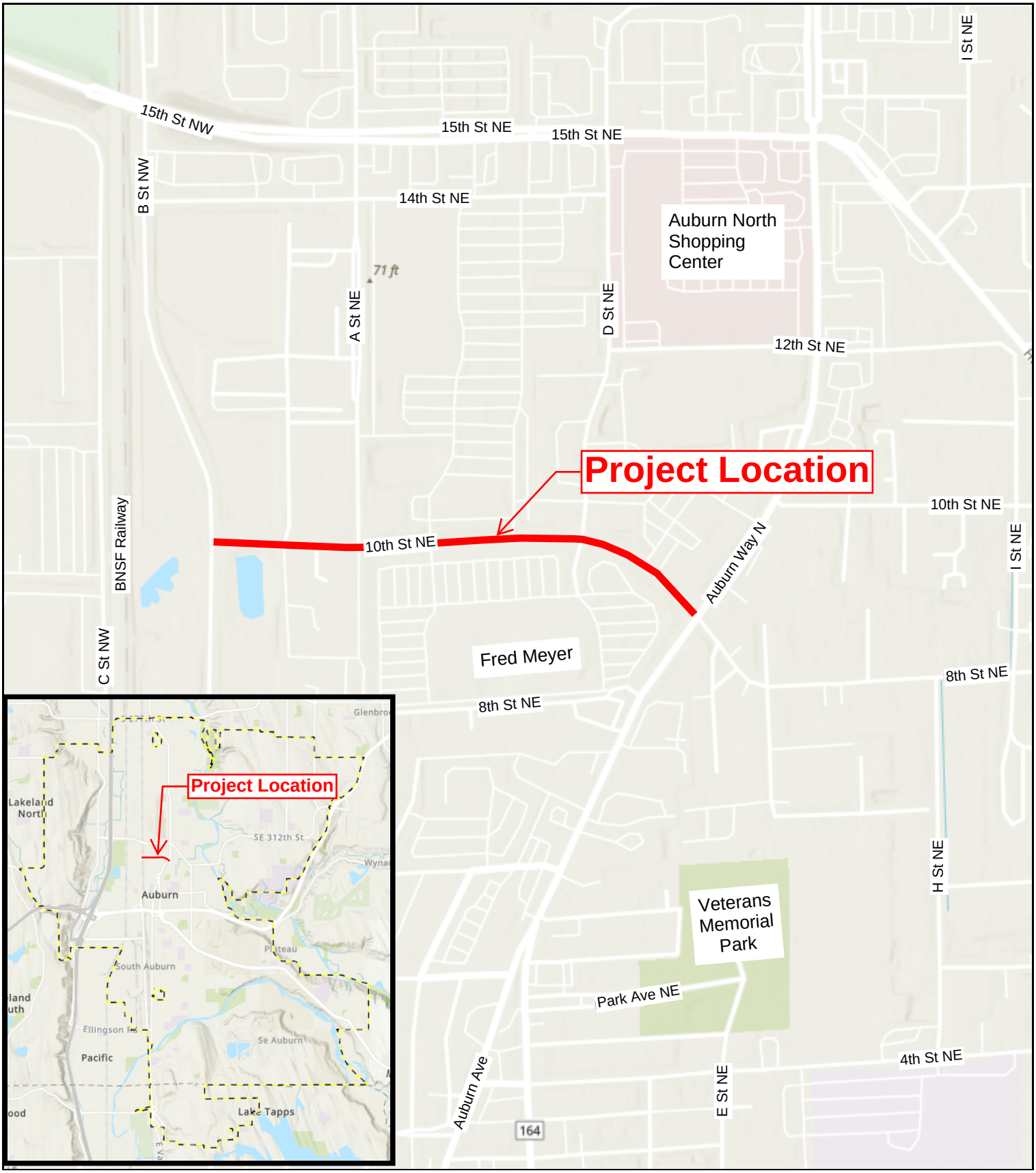
ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Jason Whalen, City Attorney

CP2509, Downtown Bike to Transit (10th St NE/NW) - Vicinity Map



0 500 1000 ft

WGS84 Web Mercator (Auxiliary Sphere)

1: 9028

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.

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5862 (Gaub)
A Resolution authorizing the Mayor to execute and administer an agreement accepting a grant from the Washington State Department of Transportation and Freight Mobility Strategic Investment Board relating to Project No. CP2311, East Valley Highway Widening

Meeting Date:
October 6, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5862.)

Department:
Public Works

Attachments:
Resolution No. 5862, Vicinity Map

Budget Impact:
$700,000

Administrative Recommendation:
City Council to adopt Resolution No. 5862.

Background for Motion:
This Resolution allows the acceptance and utilization of grant funds from the State in the amount of $700,000 for the design of the East Valley Highway Widening project, which will provide motorized and non-motorized improvements along the East Valley Highway corridor from the intersection at Lakeland Hills Way to Terrace View Drive SE.

Background Summary:
Resolution No. 5862 authorizes the Mayor to enter into agreements with the Washington State Department of Transportation to accept and utilize grant funds in the amount of $700,000 to support the implementation of the East Valley Highway Widening project (CP2311).

This project will widen East Valley Highway from the intersection at Lakeland Hills Way to Terrace View Drive SE. The project scope includes intersection improvements, the addition of a separated non-motorized trail, additional northbound and southbound through lanes, center turn lane to support existing and future development, illumination, signal modifications, storm drainage improvements, and installation of a new dynamic message sign. The project is intended to increase vehicle capacity along the corridor, accommodate non-motorized users, and improve safety. The grant funds will be added to the project with the next budget amendment.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

RESOLUTION NO. 5862

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AND ADMINISTER AN AGREEMENT ACCEPTING A GRANT FROM THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND FREIGHT MOBILITY STRATEGIC INVESTMENT BOARD RELATING TO PROJECT NO. CP2311, EAST VALLEY HIGHWAY WIDENING

WHEREAS, the City applied for, and has been awarded, grant funding for the East Valley Highway Widening (Project) that will design improvements to the City's transportation systems; and

WHEREAS, the Project is included in the City's Transportation Improvement Program (TIP) as E Valley Highway Widening (R-26); and

WHEREAS, the total estimated grant funds awarded for the Project are approximately $700,000, with no local funding match requirement; and

WHEREAS, Washington State Department of Transportation (WSDOT) is a state agency responsible for the administration of Freight Mobility Strategic Investment Board (FMSIB) funds for transportation projects; and

WHEREAS, it is in the best interest of the City to use Washington State grant monies to finance transportation improvements.

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

Section 1. The Mayor is authorized to execute and administer a grant agreement with WSDOT for a total of $700,000 or any other amount authorized by FMSIB and WSDOT for the Project.

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

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

Dated and Signed: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

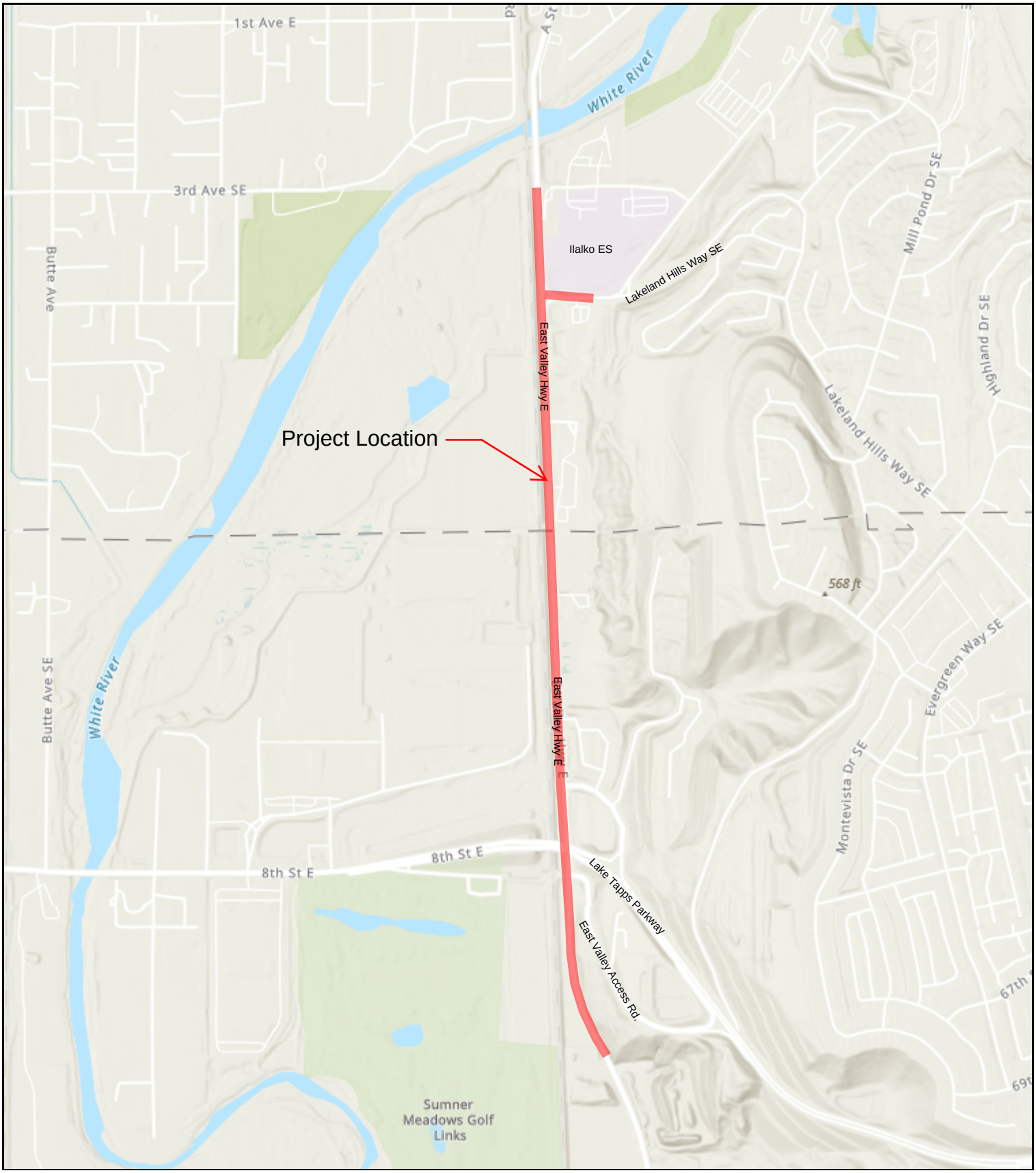
ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Jason Whalen, City Attorney

CP2311, East Valley Highway Widening - Vicinity Map



0 1500 3000 ft

WGS84 Web Mercator (Auxiliary Sphere)

1: 18056

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CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5864 (Gaub)
A Resolution authorizing the Mayor to execute and administer an agreement accepting a grant from the Washington State Department of Commerce relating to project No. CP2414, Downtown Auburn Theater

Meeting Date:
October 6, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5864.)

Department:
Public Works

Attachments:
Resolution No. 5864, Vicinity Map

Budget Impact:
$485,000

Administrative Recommendation:
City Council to adopt Resolution No. 5864.

Background for Motion:
This Resolution allows the acceptance and utilization of grant funds from the State in the amount of $485,000 for the Auburn Downtown Theater project, which will build a replacement for the Auburn Ave Theater which was demolished in October of 2024.

Background Summary:
Resolution No. 5864 authorizes the Mayor to enter into agreements with the Washington State Department of Commerce to accept and utilize grant funds in the amount of $485,000 to support the implementation of the Auburn Downtown Theater project (CP2414).

This project will reconstruct the Auburn Avenue Theater which was demolished in October of 2024. It is anticipated that construction for the new performing arts theater will begin in early 2026 with an estimated construction timeframe of 12 to 18 months. The grant funds will be added to the project budget with the next budget amendment.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

RESOLUTION NO. 5864

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AND ADMINISTER AN AGREEMENT ACCEPTING A GRANT FROM THE WASHINGTON STATE DEPARTMENT OF COMMERCE RELATING TO PROJECT NO. CP2414, DOWNTOWN AUBURN THEATER

WHEREAS, the City applied for, and has been awarded, grant funding for the Auburn Downtown Theater project (Project) that will design and construct a new performing arts theater; and

WHEREAS, the Project is included in the City's 2025 Capital Improvement Fund (328) budget; and

WHEREAS, the total estimated grant funds awarded for the Project are approximately $485,000, with no local funding match requirement; and

WHEREAS, Washington State Department of Commerce (WSDOC) is a state agency responsible for the administration of these grant funds; and

WHEREAS, it is in the best interest of the City to use Washington State grant monies to finance capital facilities improvements.

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

Section 1. The Mayor is authorized to execute and administer the grant agreement with WSDOC for a total of $485,000 or any other amount authorized by WSDOC for the Project.

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

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

Dated and Signed: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Jason Whalen, City Attorney

CP2414, Auburn Downtown Theater (Auburn Ave Theater Rebuild) - Vicinity Map

0 450 900 ft

1: 4514

WGS84 Web Mercator (Auxiliary Sphere)

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. 5865 (Caillier)
A Resolution authorizing the Mayor to execute and administer an agreement accepting a grant from the Association of Washington Cities - Co-Responder Program with Project Be Free

Meeting Date:
October 6, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5865.)

Department:
Police

Attachments:
Resolution No. 5865, 25-02 ARTG Agreement_Auburn

Budget Impact:
No Budget Impact.

Administrative Recommendation:
City Council to adopt Resolution 5865.

Background for Motion:
The Auburn Police Department applied for and received a grant award of $100,000.00, from the Association of Washington Cities to create a co-responder program with Project Be Free with the goals of reducing repeat domestic violence calls, reducing domestic violence workload for first responders, and connecting underserved residents with appropriate support and referrals. Council approval is needed to accept the grant award.

Background Summary:
The Association of Washington Cities (AWC) is acting as a fiduciary agent of the State of Washington to provide certain grant funding. The purpose of this grant is to assist cities with the documented costs to create co-responder programs within different alternative diversion models, including law enforcement assisted diversion programs, community assistance referral and education programs, and as part of mobile crisis teams. AWC has determined that entering into a Contract with the City of Auburn will meet the goals of these funds. The Auburn Police Department applied for and was awarded grant funding of $100,000 to create a co-responder program with Project Be Free.

Councilmember: Cheryl Rakes

Staff: Mark Caillier

RESOLUTION NO. 5865

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AND ADMINISTER AN AGREEMENT ACCEPTING A GRANT AWARD FROM THE ASSOCIATION OF WASHINGTON CITIES – CO-RESPONDER PROGRAM WITH PROJECT BE FREE

WHEREAS, the Auburn Police Department (APD) applied for, and has been awarded a grant from the Association of Washington Cities in the amount of $100,000; and

WHEREAS, the grant is specific to the police department with the purpose of assisting cities with the documented costs to create co-responder programs within different alternative diversion models including law enforcement assisted diversion programs, community assistance referral and education programs, and as part of mobile crisis teams. The Auburn Police Department has chosen to establish a co-responder program with Project Be Free (PBF). The goals of the program include reducing repeat domestic violence calls, reducing domestic violence workload for first responders, and connecting underserved residents with appropriate support and referrals and

WHEREAS, the Auburn Police Department has been awarded $100,000 to contract with Project Be Free.

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

Section 1. The City of Auburn and Auburn Police Department are authorized to accept the grant award of $100,000, according to the terms and conditions set forth in the Award Letter attached to this Resolution;

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

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

Dated and Signed: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Jason Whalen, City Attorney

Association of Washington Cities
Grant ("Grant") with

City of Auburn
through

The Alternative Response Team Grant
A program supported by the Washington Health Care Authority
and funded through the Washington State Operating Budget

For

Jurisdiction Name	City of Auburn
Program Description	Support the operation of a co-response program within the Auburn Police Department.

Start date: July 1, 2025

End date: June 30, 2026

FACE SHEET

Grant Number: ART25-02

Association of Washington Cities (AWC)

Alternative Response Team Grant (ARTG)

Senate Bill 5167 (State operating budget) went into effect on July 1, 2025. The purpose of this grant is to assist cities with the documented costs to create co-responder programs within different alternative diversion models including law enforcement assisted diversion programs, community assistance referral and education programs, and as part of mobile crisis teams. AWC has determined that entering into a Contract with the City of Auburn will meet the goals of these funds.

<table>
<tr><td colspan="2">1. Grantee
City of Auburn</td><td colspan="2">2. Grantee Doing Business As (optional)</td></tr>
<tr><td colspan="2">3. Grantee Representative</td><td colspan="2">4. AWC Representative
Jacob Ewing
Special Projects Coordinator
(360) 753-4137
jacobe@awcnet.org
1076 Franklin Street SE
Olympia, WA
98501</td></tr>
<tr><td>5. Grant Amount
$100,000</td><td>6. Start Date
July 1, 2025</td><td>7. End Date
June 30, 2026</td><td>8. Tax ID #</td></tr>
<tr><td colspan="4">9. Grant Purpose
Establish an alternative response team program as described in Attachment A.</td></tr>
<tr><td colspan="4">AWC and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee General Terms and Conditions including Attachment “A” – Scope of Work; Attachment “B” – Budget & Budget Narrative; Attachment “C” – Grantee Data Collection; Attachment (D) – Grantee Agent(s).</td></tr>
<tr><td colspan="2">FOR GRANTEE

_____

_____
Date</td><td colspan="2">FOR Association of Washington Cities

_____

_____
Date</td></tr>
</table>

Last revision 05/20/2025

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the Grant contact person for all communications and billings regarding the performance of this Grant.

The Representative for AWC and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. TERM

The initial term of the Contract shall be July 1, 2025, and continue through June 30, 2026, unless terminated sooner as provided herein. The term of the contract may be extended up to two times by an amendment signed by both parties.

3. PAYMENT

AWC shall pay an amount not to exceed $100,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the ARTG Application and described in Attachment A. Grantee's compensation for services rendered shall be based on the completion of duties as outlined in the ARTG application, in Attachment A, in accordance with the following sections.

4. BILLING PROCEDURES AND PAYMENT

AWC will reimburse Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Grantee will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Grant Number ART25-02**. A receipt must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Grantee to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

Payment shall be considered timely if made by AWC within forty-five (45) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

AWC may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by AWC.

Duplication of Billed Costs

The Grantee shall not bill AWC for services performed under this Grant, and AWC shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Grantees.

Final Reimbursement and Reporting Deadline

When the project is completed, the Grantee must submit a final report and supporting documents needed to close out the project no later than July 31, 2026.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Grantee has been submitted and verified.

Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to AWC within thirty (30) calendar days after the Contract expiration date. AWC is under no obligation to pay any claims that are submitted thirty-one (31) or more calendar days after the Contract expiration date ("Belated Claims"). AWC will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

5. GRANTEE DATA COLLECTION/REPORTING REQUIREMENTS

Grantee will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

6. AGENT(S)

Agent(s) in this contract refers to any third-party entity and its employees that the Grantee has subcontracted with to provide services funded through this agreement. The Grantee is responsible for ensuring that any agent complies with the provision herein.

Any of the Grantee's agent(s) that will provide services under this contract must be listed in Attachment D – Grantee Agent(s) and must provide proof of insurance per Section 6 of this document.

7. INSURANCE

a. Workers' Compensation Coverage. The Grantee shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Grantee's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Grantee, and for all employees of any subcontract retained by the Grantee, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Grant. Satisfaction of these requirements shall include, but shall not be limited to:

i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;

ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;

iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Grantee's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

If the Grantee, or any agent retained by the Grantee, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Grantee will indemnify AWC for such fines, payment of benefits to Grantee or Grantee employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Grantee pursuant to the indemnity may be deducted from any payments owed by AWC to the Grantee for the performance of this Grant.

b. Automobile Insurance. In the event that services delivered pursuant to this Grant involve the use of vehicles, owned or operated by the Grantee, automobile liability insurance shall be required. The minimum limit for automobile liability is:

$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

c. **Business Automobile Insurance.** In the event that services performed under this Grant involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Grantee-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 "owned autos only" must be secured. If the Grantee's employees' vehicles are used, the Grantee must also include under the Business Automobile policy Code 9, coverage for "non-owned autos." The minimum limits for automobile liability is:

$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

d. **Public Liability Insurance (General Liability).** The Grantee shall at all times during the term of this Grant, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Grant. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Grantee or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Grantee (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	$1,000,000
Products-Completed Operations Limit	$2,000,000
Personal and Advertising Injury Limit	$1,000,000
Fire Damage Limit (any one fire)	$ 50,000

e. **Local Governments that Participate in a Self-Insurance Program.**

Alternatively, Grantees may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Grant insurance requirements or as is customary to the contractor or Grantee's business, operations/industry, and the performance of its respective obligations under this Grant.

f. **Additional Insured.** The Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance.

AWC may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Grantee provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations. Grantees participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. AWC, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

g. **Proof of Insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Grantee's receipt of Authorization to Proceed.

h. **General Insurance Requirements.** Grantee shall, at all times during the term of the Grant and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy

and maintain the required insurance may result in the termination of the Grant at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Grantee and such coverage and limits shall not limit Grantee's liability under the indemnities and reimbursements granted to AWC in this Grant.

Grantee shall include all agents of the Grantee as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Grantee's liability or responsibility.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Grant and Grantee General Terms and Conditions
- Attachment A – ARTG Application & Scope of Work
- Attachment B – Budget & Budget Narrative
- Attachment C – Grantee Reporting Requirements
- Attachment D – Grantee Agent(s)

GRANTEE GENERAL TERMS AND CONDITIONS

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Grantee shall provide access to data generated under this Grant to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and methodology for those models.

2. **Alterations and Amendments.** This Grant may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Grant, the Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **Assignment.** Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of AWC.

5. **Assurances.** AWC and the Grantee agree that all activity pursuant to this Grant will be in accordance with all applicable current federal, state and local laws, rules and regulations.

6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

7. **Budget Revisions.** Any monetary amount budgeted by the terms of this Grant for various activities and line item objects of expenditure, as outlined in Attachment B – Budget & Budget Narrative, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Grantee will use the funding change request form provided by AWC to request these budget revisions.

8. **Certification Regarding Wage Violations.** The Grantee certifies that within three (3) years prior to the date of execution of this Grant, Grantee has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

   The Grantee further certifies that it will remain in compliance with these requirements during the term of this Grant. Grantee will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Grant.

9. **Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Grantee, Grantee agrees to notify AWC of the change. Grantee shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

10. **Covenant Against Contingent Fees.** The Grantee warrants that no person or selling agent has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Grantee for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Grantee, to annul this Grant without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

11. **Disputes.** In the event that a dispute arises under this Grant, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.

12. **Duplicate Payment.** AWC shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

13. **Entire Agreement.** This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

14. **Ethical Conduct.** Neither the Grantee nor any employee or agent of the Grantee shall participate in the performance of any duty or service in whole or part under this Grant in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.

15. **Governing Law and Venue.** This Grant shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

16. **Indemnification.** To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, '"claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Grantee's obligation to indemnify, defend and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

    Grantee expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Grantee's or its agent's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.

    Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.

17. **Independent Capacity of the Grantee.** The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and his/her employees or agents performing under this Grant are not employees or agents of AWC. The Grantee will not hold itself out as nor claim to be an officer or employee of AWC, nor will the Grantee make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Grantee.

18. **Licensing and Accreditation Standards.** The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Grant.

19. **Limitation of Authority.** Only AWC or AWC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by AWC.

20. **Non-Discrimination.** The Grantee shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Grantee and its agents under this Grant. The Grantee shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Grantee's noncompliance or refusal to comply with this nondiscrimination provision, this Grant may be rescinded, cancelled or terminated in whole or part, and the Grantee may be declared ineligible for further contracts with AWC.

21. **Overpayments**. Grantee shall refund to AWC the full amount of any overpayment under this Grant within thirty (30) calendar days of written notice. If Grantee fails to make a prompt refund, AWC may charge Grantee one percent (1%) per month on the amount due until paid in full.

22. **Public Disclosure.** Grantee acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Grantee is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Grant shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.

23. **Publicity.** The Grantee agrees to submit to AWC all advertising and publicity matters relating to this Grant which in the AWC's judgment, AWC's name can be implied or is specifically mentioned. The Grantee agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.

24. **Registration with Department of Revenue.** The Grantee shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Grant.

25. **Records Maintenance.** The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by the AWC, personnel duly authorized by AWC, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

    If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

26. **Right of Inspection.** The Grantee shall provide right of access to its facilities utilized under this Grant to AWC or any of its officers responsible for executing the terms of this Grant at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Grantee's business or work hereunder.

27. **Severability.** The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

28. **Subcontracting.** Neither the Grantee nor any agent of the Grantee shall enter into subcontracts for any of the work contemplated under this Grant without obtaining prior written approval of AWC. Grantee is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Grant are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Grantee to the AWC for any breach in the performance of the Grantee's duties. This clause does not include contracts of employment between the Grantee and personnel assigned to work under this Grant.

    If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Grantee is incompetent, AWC shall notify the Grantee, and the Grantee shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Grantee of any of its responsibilities under the Grant, nor be the basis for additional charges to AWC.

29. **Taxes.** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

30. **Technology Security Requirements**. Grantee must ensure that all data and devices used to carry out Program follow all applicable state and federal data privacy and protection requirements. Grantee must ensure that data is properly secured and protected from outside intrusion from parties not association with the Program.

31. **Termination for Convenience.** Except as otherwise provided in this Grant, AWC may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Grant in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Grantee as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Grantee. If this Grant is so terminated, AWC shall be liable only for payment required under the terms of the Grant for services rendered or goods delivered prior to the effective date of termination.

32. **Termination for Default**. In the event AWC determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, AWC has the right to suspend or terminate this Grant. AWC shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Grant may be terminated. AWC reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by AWC to terminate the Contract. In the event of termination, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Grant are not exclusive and are in addition to any other rights and remedies provided by law.

33. **Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion of this Grant, with the notice specified below and without liability for damages:

    a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Grant under the revised funding conditions.

    b. At AWC's discretion, AWC may give written notice to Grantee to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Grantee's performance to be resumed.

(1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

(2) When AWC determines that the funding insufficiency is resolved, it will give the Grantee written notice to resume performance, and Grantee shall resume performance.

(3) Upon the receipt of notice under b. (2), if Grantee is unable to resume performance of this Grant or if the Grantee's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Grant by giving written notice to the Grantee. The parties agree that the Grant will be terminated retroactive to the date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Grant for services rendered prior to the retroactive date of termination.

c. AWC may immediately terminate this Grant by providing written notice to the Grantee. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Grant for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.

d. For purposes of this section, "written notice" may include email.

34. Termination Procedure. Upon termination of this Grant the AWC, in addition to other rights provided in this Grant, may require the Grantee to deliver to AWC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AWC shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by AWC and the amount agreed upon by the Grantee and AWC for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by AWC, and (d) the protection and preservation of the property, unless the termination is for default, in which case AWC shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Grant. The AWC may withhold from any amounts due to the Grantee such sum as AWC determines to be necessary to protect AWC against potential loss or liability.

The rights and remedies of AWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the AWC, the Grantee shall:

a. Stop work under this Grant on the date and to the extent specified, in the notice;
b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
c. Assign to AWC, in the manner, at the times, and to the extent directed by the AWC, all rights, title, and interest of the Grantee under the orders and subcontracts in which case AWC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of AWC to the extent the AWC may require, which approval or ratification shall be final for all the purposes of this clause;
e. Transfer title to AWC and deliver, in the manner, at the times and to the extent as directed by AWC, any property which, if the Grant had been completed, would have been required to be furnished to AWC;
f. Complete performance of such part of the work not terminated by AWC; and
g. Take such action as may be necessary, or as AWC may direct, for the protection and preservation of the property related to this Grant which, in is in the possession of the Grantee and in which AWC has or may acquire an interest.

35. **Waiver.** A failure by either part to exercise its rights under this Grant shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

Attachment A

ARTG Application & Scope of Work

PURPOSE

The purpose of this grant is to assist cities with the documented costs to create co-responder programs within different alternative diversion models including law enforcement assisted diversion programs, community assistance referral and education programs, and as part of mobile crisis teams.

CONTRACTOR RESPONSIBILITIES

GRANTEE is required to implement the Alternative Response Team Grant (ARTG) Program as described in their application for funding, with no unapproved substantive derivations. Requests for changes to this scope of work, or services laid out in the applicant's application can be made to Jacob Ewing, Special Projects Coordinator at jacobe@wacities.org.

This program shall include the following elements as central features of their program:

- Grant recipients must establish a co-responder team using an alternative diversion model including law enforcement assisted diversion program, community assistance referral and education program, or a mobile crisis team.

In the event that there is a change in the contract or program management staff paid for by this grant, it is expected that GRANTEE will notify AWC of the change to include the name and contact information for the new staff member.

If GRANTEE fails to perform to the standards set forth above, AWC remains able to remedy noncompliance as outlined in the grant document, including provisions for suspension, termination and/or recapture of funds already paid to the grantee.

SCOPE OF WORK

The City of Auburn will establish a co-responder program in partnership with Project Be Free (PBF). The program will respond alongside Auburn first responders during domestic violence calls with the objective of helping individuals in crisis connect with needed services and resources.

The goals of the program include:

- Reducing repeat domestic violence calls.
- Reducing domestic violence workload for first responders.
- Connecting underserved residents with appropriate support and referrals.

Attachment B

Budget & Budget Narrative

PROGRAM BUDGET

Category	Award amount
Staff	
Supplies & equipment	
Professional services	$100,000
Other	
Total award amount	$100,000

PROGRAM BUDGET NARRATIVE

Professional Services: Grant funds will be used to contract with Project Be Free (PBF) for salary and benefits for a crisis responder and/or a behavioral health manager. Additionally, funds may be used to provide clients with services including transportation, housing, food, or other emergent needs. PBF staff will respond alongside Auburn first responders during domestic violence calls and will connect individuals in crisis with resources and aid as needed.

Attachment C

Grantee Reporting Requirements

FINAL REPORT
A final program report is due to AWC by July 31, 2026. Programs should make reasonable efforts to collect and report on the following information:

- Describe program participants including:
  - Number of individuals served
  - Gender (Male, Female, Nonbinary, etc.) of individuals served
  - Age of individuals served
  - Veteran status of individuals served
  - Substance abuse or mental health issues of individuals served
  - Reason for contact
  - Outcome of contact (No outcome, referral to services, involuntary transport, etc.)
  - Long-term outcome of individual receiving services (No outcome, permanent housing, shelter, etc.)
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted vulnerable individuals.
- Explain how the program created greater access for vulnerable individuals to available programs and services.
- Discuss program successes and challenges.

QUARTERLY MEETINGS
AWC will coordinate with grant recipients to schedule check-ins about every three months of the performance period. The check-ins will either be in-person, phone, or video conference. The check-ins will provide an opportunity for grantees to share updates, ask questions, and resolve challenges. Check-ins can be scheduled more frequently as needed.

Attachment D

Grantee Agent(s)

List any Agent(s) that will provide program services in a program funded through the ARTG Program.

Name of Agent	Address