CITY OF AUBURN WASHINGTON

City Council
Regular Meeting
November 17, 2025 - 7:00 PM
City Hall Council Chambers

AMENDED
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, November 17, 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/85973273103

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Small Business Saturday
Mayor Backus to proclaim November 29, 2025, as "Small Business Saturday" in the City of Auburn

AGENDA MODIFICATIONS

PUBLIC HEARINGS

A. Public Hearing for Ordinance No. 7000 (Thomas)
An Ordinance amending the City's 2025-2026 Biennial Budget

B. Public Hearing for Ordinance No. 7003 (Thomas)
An Ordinance establishing the levy for Regular Property Taxes by the City of Auburn for collection in 2026 for general City operational purposes in the amount of $25,843,584

PUBLIC COMMENT

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 November 3, 2025, City Council Meeting

B. Minutes from the November 10, 2025, Study Session Meeting

C. Claims Vouchers (Thomas)
Claims voucher list dated November 5, 2025, which includes voucher numbers 481772 through voucher 481905, in the amount of $4,561,671.00, thirteen electronic fund transfers in the amount of $19,373.12, and five wire transfers in the amount of $1,003,222.67

D. Payroll Voucher (Thomas)
Payroll check numbers 539748 through 539754 in the amount of $84,139.58, electronic deposit transmissions in the amount of $2,932,533.30, for a grand total of $3,016,672.88 for the period covering October 30, 2025, to November 12, 2025

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

UNFINISHED BUSINESS

NEW BUSINESS

ORDINANCES

A. Ordinance No. 7000 (Thomas)
An Ordinance amending the City's 2025-2026 Biennial Budget

(RECOMMENDED ACTION: Move to approve Ordinance No. 7000.)

B. Ordinance No. 7003 (Thomas)
An Ordinance establishing the levy for Regular Property Taxes by the City of Auburn for collection in 2026 for general City operational purposes in the amount of $25,843,584

(RECOMMENDED ACTION: Move to approve Ordinance No. 7003.)

C. Ordinance No. 7004 (Thomas)
An Ordinance amending Sections 13.06.360, 13.20.440, and 13.48.100 of the Auburn City Code (ACC), relating to City Utility Rates

(RECOMMENDED ACTION: Move to approve Ordinance No. 7004.)

D. Ordinance No. 7005 (Gaub)
An Ordinance granting to Soos Creek Water and Sewer District, a Washington Municipal Corporation, a franchise for Sanitary Sewer Facilities

(RECOMMENDED ACTION: Move to approve Ordinance No. 7005.)

E. Ordinance No. 7007 (Gaub)
An Ordinance granting to Hyperfiber of Washington, LLC dba Ripple Fiber, a Delaware Limited Liability Company, a franchise for Wireline Telecommunications

(RECOMMENDED ACTION: Move to approve Ordinance No. 7007.)

F. Ordinance No. 7008 (Thomas)
An Ordinance amending Sections 3.60.010 and 3.60.020 of the Auburn Municipal Code to authorize an additional one tenth of one percent Sales and Use Tax for Criminal Justice purposes in accordance with Section 201, Chapter 350, Laws of 2025, providing for severability, and establishing an effective date

(RECOMMENDED ACTION: Move to approve Ordinance No. 7008.)

RESOLUTIONS

A. Resolution No. 5868 (Martinson)
A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Office of Public Defense to accept and expend grant funds for public defense improvement

(RECOMMENDED ACTION: Move to adopt Resolution No. 5868.)

B. Resolution No. 5870 (Gaub)
A Resolution authorizing the Mayor to accept and administer a Commute Trip Reduction formula grant award from the Washington State Department of Transportation

(RECOMMENDED ACTION: Move to adopt Resolution No. 5870.)

C. Resolution No. 5872 (Whalen)
A Resolution amending the City of Auburn Fee Schedule

(RECOMMENDED ACTION: Move to adopt Resolution No. 5872.)

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:
Public Hearing for Ordinance No. 7000 (Thomas)
An Ordinance amending the City's 2025-2026 Biennial Budget

Meeting Date:
November 17, 2025

Department:
Finance

Attachments:
None

Budget Impact:

	2025	2026
Budget Impact	27,343,247	3,062,608
Current Budget	616,909,877	450,954,306
Proposed Revision	27,343,247	3,062,608
Revised Budget	644,250,124	454,016,914

Administrative Recommendation:
City Council to hold a Public Hearing in consideration of Ordinance No. 7000 - 2025-2026 Biennial Budget Amendment.

Background for Motion:

Background Summary:
Ordinance No. 7000 (Budget Amendment #3) represents the third Budget Amendment for the 2025-2026 Biennium. This amendment consists of adjustments to capital project budgets; recognition of new grant awards and adjustments of estimated grant awards and their associated expenditures; and new expenditures offset by new revenues, adjustments to existing programs, and limited requests for new budget authority.

Councilmember: Kate Baldwin

Staff: Jamie Thomas

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Public Hearing for Ordinance No. 7003 (Thomas)
An Ordinance establishing the levy for Regular Property Taxes by the City of Auburn for collection in 2026 for general City operational purposes in the amount of $25,843,584

Meeting Date:
November 17, 2025

Department:
Finance

Attachments:
None

Budget Impact:

Administrative Recommendation:
City Council to hold a Public Hearing in consideration of Ordinance No. 7003 – 2026 Property Tax levy.

Background for Motion:

Background Summary:
Proposed Ordinance No. 7003 establishes the 2026 Property Tax levy based on the assessed valuations provided by King County plus a 1% increase over 2025, which totals $26,843,584. Additionally, the City will levy one-time increases due to new construction from prior years and refunds, which are estimated to total $301,766. The following table summarizes the 2026 Property Tax levy calculation.

2025 Property Tax Levy	$25,587,707
Add: 1%	255,877
Add: New Construction (at prior year levy rate)	176,247
Add: Refunds	125,519
2026 Property Tax Levy	$26,145,350

As of this date, the County has preliminarily established the 2026 assessed valuation (including estimated new construction) for the City of Auburn at $19.6 billion, which is a 2.44% increase over the 2025 assessed value of $19.2 billion. The 2026 Property Tax levy will be distributed to the General Fund to support general governmental operations.

Councilmember: Kate Baldwin

Staff: Jamie Thomas

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes from the November 3, 2025, City Council Meeting

Meeting Date:
November 17, 2025

Department:
City Council

Attachments:
11-03-2025 Minutes

Budget Impact:

Administrative Recommendation:

Background for Motion:

Background Summary:

Councilmember:

Staff:

City Council
Regular Meeting
November 3, 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

Girl Scout Bailey Nelson led those in attendance in the Pledge of Allegiance.

ROLL CALL

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

Mayor Nancy Backus and the following staff members present included: Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Community Development Jason Krum, Deputy City Attorney Paul Byrne, Director of Parks, Arts, and Recreation Julie Krueger, and City Clerk Shawn Campbell.

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

There were no announcements, Mayor’s proclamations, or presentations.

AGENDA MODIFICATIONS

There were no modifications to the agenda.

PUBLIC HEARINGS

A. Public Hearing for Ordinance No. 6995 (Krum)
City Council to hold a Public Hearing to consider an Ordinance relating to the adoption of a 6-month moratorium extension for Energy Storage System facilities proposed to be located in the City of Auburn

Mayor Backus opened the Public Hearing at 7:02 p.m.

Virginia Haugen provided comments.

Mayor Backus closed the Public Hearing at 7:04 p.m.

B. Public Hearing for Soos Creek Water and Sewer District Franchise Agreement No. FRN25-0004 (Gaub)
City Council to hold a Public Hearing in consideration of Franchise Agreement No. FRN25-0004 for Soos Creek Water and Sewer District for a Sanitary Sewer Franchise

Mayor Backus opened the Public Hearing at 7:05 p.m.

Virginia Haugen provided comments.

Mayor Backus closed the Public Hearing at 7:06 p.m.

C. Public Hearing for Hyperfiber of Washington, LLC dba Ripple Fiber Franchise Agreement No. FRN25-0005 (Gaub)
City Council to hold a Public Hearing in consideration of Franchise Agreement No. FRN25-0005 for Hyperfiber of Washington, LLC dba Ripple Fiber for a Wireline Telecommunications Franchise

Mayor Backus opened the Public Hearing at 7:07 p.m.

Mitzi McMahan and Virginia Haugen provided comments.

Mayor Backus closed the Public Hearing at 7:10 p.m.

PUBLIC COMMENT

<u>Written Comments:</u>
The City Clerk's Office received written comments from Darwin Sorensen, which were provided to the Mayor and Council prior to the meeting.

<u>In-Person Comments:</u>
Linda Redmond, Gene Bremner, Tina Simmons, and Virginia Haugen provided comments.

CORRESPONDENCE

There was no correspondence for Council to review.

CONSENT AGENDA

A. Minutes from the October 6, 2025, and October 20, 2025, City Council Meetings

B. Minutes from the October 13, 2025, and October 27, 2025, Study Session Meetings

C. Claims Vouchers (Thomas)
Claims voucher list dated October 22, 2025, which includes voucher numbers 481606 through voucher 481771, in the amount of $4,299.591.61, nine electronic fund transfers in the amount of $1,737.12 and two wire transfers in the amount of $599,505.51

D. Payroll Voucher (Thomas)
Payroll check numbers 539742 through 539747 in the amount of $694,775.60, electronic deposit transmissions in the amount of $2,752,989.77, for a grand total of $3,447,765.37 for the period covering October 16, 2025, to October 29, 2025

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

MOTION CARRIED UNANIMOUSLY. 7-0

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

ORDINANCES

A. Ordinance No. 6995 (Krum)
An Ordinance continuing the moratorium enacted on May 10, 2025, pursuant to Ordinance No. 6978 and as amended by Ordinance No. 6995 on the acceptance, processing, and/or approval of applications for building and land use development for Energy Storage System facilities (ESS) proposed to be located in any zone within the City of Auburn

Councilmember T. Taylor moved and Councilmember C. Talyor seconded to approve Ordinance No. 6995.

MOTION CARRIED UNANIMOUSLY. 7-0

RESOLUTIONS

A. Resolution No. 5869 (Krueger)
A Resolution authorizing the Mayor, or Designee, to execute an agreement between the City of Auburn and Department of Social and Health Services for Respite Care Payments

Councilmember C. Taylor moved and Councilmember Baldwin seconded to adopt Resolution No. 5869.

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 reported on the events she attended.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:44 p.m.

APPROVED this 17th day of November 2025.

NANCY BACKUS, MAYOR	Shawn Campbell, City Clerk

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes from the November 10, 2025, Study Session Meeting

Meeting Date:
November 17, 2025

Department:
City Council

Attachments:
11-10-2025 Minutes

Budget Impact:

Administrative Recommendation:

Background for Motion:

Background Summary:

Councilmember:

Staff:

City Council
Study Session
Finance & Internal Services SFA
November 10, 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, Clinton Taylor, and Yolanda Trout-Manuel. Councilmember Lisa Stirgus attended the meeting virtually via Zoom and Councilmember Tracy Taylor was excused.

Mayor Nancy Backus and the following staff members present included: Deputy City Attorney Paul Byrne, Assistant Chief of Police Samuel Betz, Director of Public Works Ingrid Gaub, Director of Finance Jamie Thomas, Financial Planning Manager Frank Downard, Human Resources and Risk Management Director Candis Martinson, Parks, Arts, and Recreation Director Julie Krueger, Utilities Engineering Manager Ryan Vondrak, and City Clerk Shawn Campbell.

AGENDA MODIFICATIONS

There were no modifications to the agenda.

ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports, or presentations.

FINANCE AND INTERNAL SERVICES DISCUSSION ITEMS

A. Ordinance No. 7004 (Thomas) (60 Minutes)
A presentation to discuss Revenue Requirements, Cost of Service Analysis, and Rate Design for the Water, Sanitary Sewer and Storm Drainage Utilities

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

Manager Downard introduced Project Manager Brooke Tacia with FCS Group, who provided Council with an overview of revenue requirements, low income rate impacts, cost of service study parameters, rate design parameters, proposed changes to the System Development Charges (SDC) and uses, methodology for cost development, a review of other jurisdictions SDC's, and wholesale water rate history and methodology.

Council discussed the low income rate impact analysis, staff time to facilitate the low income rebates, onsite storm water retention systems, the types of properties the charges will apply to, and the timeline for SDC payments.

B. Ordinance No. 7008 (Thomas) (10 Minutes)
An Ordinance amending Sections 3.60.010 and 3.60.020 of the Auburn Municipal Code to authorize an additional one tenth of one percent Sales and Use Tax for Criminal Justice purposes in accordance with Section 201, Chapter 350, Laws of 2025, providing for severability, and establishing an effective date

Director Thomas provided Council with an overview of Ordinance No. 7008 including the details of House Bill 2015, requirements for imposing the Public Safety Sales and Use Tax, application qualification verification and notification of intent to collect, increased public safety costs and needs, the revenue impacts, tax rate comparisons, and the proposed steps for implementation and funding.

Council discussed benefits to the City from the proposed sales tax increase, the requirement to impose the sales tax to be able to apply for grants, deadline for imposing the tax, King County's plans for the funds, criteria for imposing the tax, and increases to SCORE costs.

C. Ordinance No. 7000 (Thomas) (30 Minutes)
An Ordinance amending the City's 2025-2026 Biennial Budget

Director Thomas provided Council with an overview of Ordinance No. 7000 including the upcoming items for Council action and the three major components of the Mid-Biennial Budget Amendment. She discussed major revenue sources, including the 2026 Preliminary Property Tax levy, the general fund revenue realignment, regular budget amendments for operational needs, revenue impacts including adding the .1% Public Safety Sales Tax and estimated end fund balance adjustments.

Council discussed improvements at the Auburn Golf Course, the Cumulative Reserve Fund, police take-home vehicles, and ending fund balances.

D. Ordinance No. 7003 (Thomas) (10 Minutes)
An Ordinance establishing the levy for regular Property Taxes by the City of Auburn for collection in 2026 for general City operational purposes in the amount of $25,843,584

Director Thomas provided Council with an overview of Ordinance No. 7003 as part of Ordinance No. 7000.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:14 p.m.

APPROVED this 17th day of November 2025.

CHERYL RAKES, DEPUTY MAYOR	Shawn Campbell, City Clerk

AGENDA BILL APPROVAL FORM

Agenda Subject:
Claims Vouchers (Thomas)
Claims voucher list dated November 5, 2025, which includes voucher numbers 481772 through voucher 481905, in the amount of $4,561,671.00, thirteen electronic fund transfers in the amount of $19,373.12, and five wire transfers in the amount of $1,003,222.67

Meeting Date:
November 17, 2025

Department:
Finance

Attachments:
None

Budget Impact:

Administrative Recommendation:
City Council to approve Claims Vouchers.

Background for Motion:

Background Summary:
Claims voucher list dated November 5, 2025, which includes voucher numbers 481772 through voucher 481905, in the amount of $4,561,671.00, thirteen electronic fund transfers in the amount of $19,373.12, and five wire transfers in the amount of $1,003,222.67.

Councilmember: Kate Baldwin

Staff: Jamie Thomas

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Payroll Voucher (Thomas)
Payroll check numbers 539748 through 539754 in the amount of $84,139.58, electronic deposit transmissions in the amount of $2,932,533.30, for a grand total of $3,016,672.88 for the period covering October 30, 2025, to November 12, 2025

Meeting Date:
November 17, 2025

Department:
Finance

Attachments:
None

Budget Impact:

Administrative Recommendation:
City Council to approve Payroll Vouchers.

Background for Motion:

Background Summary:
Payroll check numbers 539748 through 539754 in the amount of $84,139.58, electronic deposit transmissions in the amount of $2,932,533.30, for a grand total of $3,016,672.88 for the period covering October 30, 2025, to November 12, 2025.

Councilmember: Kate Baldwin

Staff: Jamie Thomas

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 7000 (Thomas)
An Ordinance amending the City's 2025-2026 Biennial Budget

Meeting Date:
November 17, 2025

Department:
Finance

Attachments:
Ordinance No. 7000, 2025 BA#3 Ord No 7000 Schedule A, 2025 BA#3 Ord No 7000 Schedule B, 2026 BA#3 Ord No 7000 Schedule C, 2026 BA#3 Ord No 7000 Schedule D

Budget Impact:

	2025	2026
Budget Impact	27,343,247	3,062,608
Current Budget	616,909,877	450,954,306
Proposed Revision	27,343,247	3,062,608
Revised Budget	644,250,124	454,016,914

Administrative Recommendation:
City Council to approve Ordinance No. 7000.

Background for Motion:
Ordinance No. 7000 represents the third budget amendment for the 2025-2026 Biennium. This amendment consists of adjustments to capital project budgets; recognition of new grant awards and adjustments of estimated grant awards; new expenditures offset by new revenues, adjustments to existing programs, and limited requests for new budget authority.

Background Summary:
Ordinance No. 7000 (Budget Amendment #3) represents the third Budget Amendment for the 2025-2026 Biennium. This amendment consists of adjustments to capital project budgets; recognition of new grant awards and adjustments of estimated grant awards and their associated expenditures; and new expenditures offset by new revenues, adjustments to existing programs, and limited requests for new budget authority.

Councilmember: Kate Baldwin

Staff: Jamie Thomas

ORDINANCE NO. 7000

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING THE CITY'S 2025-2026 BIENNIAL BUDGET

WHEREAS, at its November 18, 2024, regular meeting, the Auburn City Council enacted Ordinance No. 6848, which adopted the City's 2025-2026 Biennial budget (Budget); and

WHEREAS, the City Council has amended the Budget two times since adoption (by enacting Ordinance No. 6975 on May 19, 2025, and Ordinance No. 6991 on August 4, 2025); and

WHEREAS, the City deems it necessary to amend the Budget to appropriate additional funds into the various Budget funds outlined in the schedules attached to this Ordinance; and

WHEREAS, the City Council has approved this Ordinance by one more than its majority in accordance with RCW 35A.34.200.

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

Section 1. Amendment of the 2025-2026 Biennial Budget. Pursuant to RCW 35A.34, the City hereby amends its 2025-2026 Biennial Budget to reflect the revenues and expenditures shown on Schedules "A", "B", "C" and "D" attached hereto and incorporated herein by reference.

Section 2. Implementation. The Mayor is authorized to utilize the revenue and expenditure amounts shown on Schedules "A", "B", "C" and "D" attached to this

Ordinance. A copy of these Schedules are on file with the City Clerk and available for public inspection. The Mayor is further 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: ____

Schedule A
Summary of 2025 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #7000)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
General Fund (#001)				
2025 Adopted Budget	**38,910,092**	**103,396,310**	**109,147,872**	**33,158,530**
Previous Budget Amendments	22,033,911	2,863,362	10,940,372	13,956,901
2025 Amended Budget	**60,944,003**	**106,259,672**	**120,088,244**	**47,115,431**
BA#3 (Ordinance #7000, Proposed):	**-**	**2,785,478**	**16,856,247**	**(14,070,769)**
Parks, Arts & Rec				
Furnace Replacement – Golf Course	-	-	85,000	(85,000)
Police				
Increase POL.0039 Vehicle Exp.	-	-	78,000	(78,000)
Equip. Rental CF Reimbursement	-	-	607,669	(607,669)
Human Resources				
2025-26 OPD SPAR Grant gr2506	-	60,000	60,000	-
Police				
PD2506/PD2408 HVE Grant	-	21,886	21,886	-
PD2504 2025-26 RSO Grant	-	14,725	14,725	-
pd2507 Alt Response Team Grant	-	100,000	100,000	-
Public Works				
MS2502 8th/R St Signl Rpr/Cnst	-	44,400	44,400	-
Parks, Arts & Rec				
PAARTS 4Culture 2025 Equip Grt	-	13,460	13,460	-
CP2516 Centennial Viewpoint Art	-	-	-	-
Parks Fence Insurance Claims	-	14,340	14,340	-
Pro Shop Inventory for Q4-2025	-	30,000	30,000	-
Irrigation budget increase	-	-	200,000	(200,000)
Community Rm Floor Insur Claim	-	6,667	6,667	-
MS2120 Golf Clubhouse Doors	-	-	35,100	(35,100)
Non-Departmental				
General Fund Revenues Adjustments	-	2,480,000	545,000	1,935,000
GF to Cumulative Reserve Xfer Request	-	-	15,000,000	(15,000,000)
Revised 2025 Budget - Fund 001	**60,944,003**	**109,045,150**	**136,944,491**	**33,044,662**

Schedule A
Summary of 2025 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #7000)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
General Transportation Fund (#102)				
2025 Adopted Budget	**5,721,099**	**16,841,954**	**17,394,289**	**5,168,764**
Previous Budget Amendments	5,665,221	23,960,230	31,180,816	(1,555,365)
2025 Amended Budget	**11,386,320**	**40,802,184**	**48,575,105**	**3,613,399**
BA#3 (Ordinance #7000, Proposed):	**-**	**4,096,947**	**2,974,180**	**1,122,767**
Adjust cp2321 Transfer Budget	**-**	**-**	**-**	**-**
Xfer Non-TBD to F102	**-**	**1,122,767**	**-**	**1,122,767**
CP2509 Grnt Dwntwn Bike 2 Trnt	**-**	**1,924,000**	**1,924,000**	**-**
CP2515 KC Metro ILA 124th Imp	**-**	**1,056,680**	**1,056,680**	**-**
CP2424 Indirect Fed Grnt WSDOT	**-**	**(6,500)**	**(6,500)**	**-**
Revised 2025 Budget - Fund 102	**11,386,320**	**44,899,131**	**51,549,285**	**4,736,166**
Arterial Street Preservation Fund (#105)				
2025 Adopted Budget	**1,798,224**	**2,144,000**	**2,186,000**	**1,756,224**
Previous Budget Amendments	3,721,721	-	354,599	3,367,122
2025 Amended Budget	**5,519,945**	**2,144,000**	**2,540,599**	**5,123,346**
BA#3 (Ordinance #7000, Proposed):	**-**	**-**	**1,122,767**	**(1,122,767)**
Xfer Non-TBD to F102	**-**	**-**	**1,122,767**	**(1,122,767)**
Revised 2025 Budget - Fund 105	**5,519,945**	**2,144,000**	**3,663,366**	**4,000,579**
Drug Forfeiture Fund (#117)				
2025 Adopted Budget	**802,203**	**251,300**	**399,233**	**654,270**
Previous Budget Amendments	86,379	15,000	30,000	71,379
2025 Amended Budget	**888,582**	**266,300**	**429,233**	**725,649**
BA#3 (Ordinance #7000, Proposed):	**-**	**-**	**77,500**	**(77,500)**
Increase to Drug Forfeiture Salaries & Benefits	**-**	**-**	**52,500**	**(52,500)**
F117 – Undercover Vehicle Purchase	**-**	**-**	**25,000**	**(25,000)**
Revised 2025 Budget - Fund 117	**888,582**	**266,300**	**506,733**	**648,149**

Schedule A
Summary of 2025 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #7000)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
Cumulative Reserve Fund (#122)				
2025 Adopted Budget	**33,916,951**	**80,000**	**825,600**	**33,171,351**
Previous Budget Amendments	(482,315)	-	5,696,544	(6,178,859)
2025 Amended Budget	**33,434,636**	**80,000**	**6,522,144**	**26,992,492**
BA#3 (Ordinance #7000, Proposed):	**-**	**15,000,000**	**1,700,000**	**13,300,000**
GF to Cumulative Reserve Xfer Request	**-**	**15,000,000**	**-**	**15,000,000**
GCBD20 Facilities Master Plan	**-**	**-**	**1,700,000**	**(1,700,000)**
Revised 2025 Budget - Fund 122	**33,434,636**	**15,080,000**	**8,222,144**	**40,292,492**
Parks Construction Fund (#321)				
2025 Adopted Budget	**463,899**	**1,876,300**	**1,850,000**	**490,199**
Previous Budget Amendments	287,545	1,940,645	2,151,914	76,276
2025 Amended Budget	**751,444**	**3,816,945**	**4,001,914**	**566,475**
BA#3 (Ordinance #7000, Proposed):	**-**	**430,000**	**530,000**	**(100,000)**
CP2507 Move Funds from CP1612	**-**	**430,000**	**530,000**	**(100,000)**
Revised 2025 Budget - Fund 321	**751,444**	**4,246,945**	**4,531,914**	**466,475**

Schedule A
Summary of 2025 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #7000)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
Capital Improvements Fund (#328)				
2025 Adopted Budget	**1,541,064**	**8,195,500**	**8,175,000**	**1,561,564**
Previous Budget Amendments	22,569,620	21,904,595	40,949,894	3,524,321
2025 Amended Budget	**24,110,684**	**30,100,095**	**49,124,894**	**5,085,885**
BA#3 (Ordinance #7000, Proposed):	**-**	**3,333,013**	**1,131,782**	**2,201,231**
CP2108 PSE Grnt City Hall HVAC	**-**	**226,239**	**-**	**226,239**
Adjust cp2321 Transfer Budget	**-**	**550,000**	**550,000**	**-**
MS2210/GCBD05/CP2332 REET CORR	**-**	**274,992**	**-**	**274,992**
CP2507 Move Funds from CP1612	**-**	**-**	**-**	**-**
CP2516 Centennial Viewpoint Art	**-**	**55,900**	**55,900**	**-**
GCBD20 Facilities Master Plan	**-**	**1,700,000**	**-**	**1,700,000**
CP2414 Aub Ave Thtr-Comm Grant	**-**	**485,000**	**485,000**	**-**
CP2424 Indirect Fed Grnt WSDOT	**-**	**6,500**	**6,500**	**-**
CP2414 xfr funding from CP2406	**-**	**34,382**	**34,382**	**-**
Revised 2025 Budget - Fund 328	**24,110,684**	**33,433,108**	**50,256,676**	**7,287,116**

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
Local Revitalization Fund (#330)				
2025 Adopted Budget	**16,333**	**1,001,000**	**1,000,000**	**17,333**
Previous Budget Amendments	351,676	2,485,642	2,807,314	30,004
2025 Amended Budget	**368,009**	**3,486,642**	**3,807,314**	**47,337**
BA#3 (Ordinance #7000, Proposed):	**-**	**(1,550,000)**	**(1,550,000)**	**-**
Adjust cp2321 Transfer Budget	**-**	**(1,550,000)**	**(1,550,000)**	**-**
CP2414 xfr funding from CP2406	**-**	**-**	**-**	**-**
Revised 2025 Budget - Fund 330	**368,009**	**1,936,642**	**2,257,314**	**47,337**

Schedule A
Summary of 2025 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #7000)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
Real Estate Excise Tax Fund (#331)				
2025 Adopted Budget	**5,689,062**	**1,840,000**	**2,130,100**	**5,398,962**
Previous Budget Amendments	(5,689,062)	17,977,654	6,746,600	5,541,992
2025 Amended Budget	**-**	**19,817,654**	**8,876,700**	**10,940,954**
BA#3 (Ordinance #7000, Proposed):	**-**	**-**	**674,992**	**(674,992)**
MS2210/GCBD05/CP2332 REET CORR	**-**	**-**	**274,992**	**(274,992)**
CP2107 M&O Facility Imprv Ph 1	**-**	**-**	**400,000**	**(400,000)**
Revised 2025 Budget - Fund 331	**-**	**19,817,654**	**9,551,692**	**10,265,962**
Water Fund (#430)				
2025 Adopted Budget	**5,361,267**	**20,710,000**	**22,689,605**	**3,381,662**
Previous Budget Amendments	16,342,581	3,342,721	14,650,851	5,034,451
2025 Amended Budget	**21,703,848**	**24,052,721**	**37,340,456**	**8,416,113**
BA#3 (Ordinance #7000, Proposed):	**-**	**-**	**300,721**	**(300,721)**
DWL26020 Debt Service Pmts	**-**	**-**	**249,882**	**(249,882)**
Equip. Rental CF Reimbursement	**-**	**-**	**50,839**	**(50,839)**
Revised 2025 Budget - Fund 430	**21,703,848**	**24,052,721**	**37,641,177**	**8,115,392**
Sewer Fund (#431)				
2025 Adopted Budget	**18,781,324**	**10,745,000**	**14,800,684**	**14,725,640**
Previous Budget Amendments	12,240,632	-	9,181,985	3,058,647
2025 Amended Budget	**31,021,956**	**10,745,000**	**23,982,669**	**17,784,287**
BA#3 (Ordinance #7000, Proposed):	**-**	**-**	**(400,000)**	**400,000**
Decr. 2025 Excise Tax Expense	**-**	**-**	**(400,000)**	**400,000**
Revised 2025 Budget - Fund 431	**31,021,956**	**10,745,000**	**23,582,669**	**18,184,287**

Schedule A
Summary of 2025 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #7000)

Solid Waste Fund (#434)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
2025 Adopted Budget	**1,883,449**	**32,522,700**	**32,056,678**	**2,349,471**
Previous Budget Amendments	(66,980)	37,457	37,457	(66,980)
2025 Amended Budget	**1,816,469**	**32,560,157**	**32,094,135**	**2,282,491**
BA#3 (Ordinance #7000, Proposed):	**-**	**95,765**	**445,765**	**(350,000)**
Incr. 2025 Utility Tax Expense	**-**	**-**	**350,000**	**(350,000)**
LSWF25 Solid Waste Grant 25-27	**-**	**95,765**	**95,765**	**-**
Revised 2025 Budget - Fund 434	**1,816,469**	**32,655,922**	**32,539,900**	**1,932,491**

Airport Fund (#435)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
2025 Adopted Budget	**1,692,950**	**2,319,760**	**2,602,859**	**1,409,851**
Previous Budget Amendments	233,793	1,093,521	1,398,801	(71,487)
2025 Amended Budget	**1,926,743**	**3,413,281**	**4,001,660**	**1,338,364**
BA#3 (Ordinance #7000, Proposed):	**-**	**1,647,537**	**1,647,537**	**-**
CP2335 Airport AWOS FAA Grant	**-**	**1,647,537**	**1,647,537**	**-**
Revised 2025 Budget - Fund 435	**1,926,743**	**5,060,818**	**5,649,197**	**1,338,364**

Cemetery Fund (#436)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
2025 Adopted Budget	**1,534,792**	**1,634,300**	**2,073,075**	**1,096,017**
Previous Budget Amendments	53,857	-	124,953	(71,096)
2025 Amended Budget	**1,588,649**	**1,634,300**	**2,198,028**	**1,024,921**
BA#3 (Ordinance #7000, Proposed):	**-**	**19,000**	**19,000**	**-**
Purchase New JD Gator HPX815E	**-**	**19,000**	**19,000**	**-**
Revised 2025 Budget - Fund 436	**1,588,649**	**1,653,300**	**2,217,028**	**1,024,921**

Schedule A
Summary of 2025 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #7000)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
Workers' Comp Fund (#503)				
2025 Adopted Budget	**3,498,469**	**1,225,300**	**1,060,200**	**3,663,569**
Previous Budget Amendments	391,010	410,000	500,000	301,010
2025 Amended Budget	**3,889,479**	**1,635,300**	**1,560,200**	**3,964,579**
BA#3 (Ordinance #7000, Proposed):	**-**	**220,000**	**420,000**	**(200,000)**
Increase to Medical & Time Loss Claims	**-**	**220,000**	**420,000**	**(200,000)**
Revised 2025 Budget - Fund 503	**3,889,479**	**1,855,300**	**1,980,200**	**3,764,579**
Facilities Fund (#505)				
2025 Adopted Budget	**398,481**	**4,821,500**	**4,821,241**	**398,740**
Previous Budget Amendments	(280,075)	215,000	316,000	(381,075)
2025 Amended Budget	**118,406**	**5,036,500**	**5,137,241**	**17,665**
BA#3 (Ordinance #7000, Proposed):	**-**	**85,000**	**85,000**	**-**
Furnace Replacement – Golf Course	**-**	**85,000**	**85,000**	**-**
Revised 2025 Budget - Fund 505	**118,406**	**5,121,500**	**5,222,241**	**17,665**
Equipment Rental Fund (#550)				
2025 Adopted Budget	**5,061,776**	**8,146,940**	**6,354,620**	**6,854,096**
Previous Budget Amendments	3,008,895	2,795,978	5,659,660	145,213
2025 Amended Budget	**8,070,671**	**10,942,918**	**12,014,280**	**6,999,309**
BA#3 (Ordinance #7000, Proposed):	**-**	**1,180,507**	**1,320,768**	**(140,261)**
Increase POL.0039 Vehicle Exp.	**-**	**78,000**	**78,000**	**-**
Purchase New JD Gator HPX815E	**-**	**19,000**	**19,000**	**-**
F117 – Undercover Vehicle Purchase	**-**	**25,000**	**61,000**	**(36,000)**
Equip. Rental CF Reimbursement	**-**	**658,507**	**762,768**	**(104,261)**
CP2107 M&O Facility Imprv Ph 1	**-**	**400,000**	**400,000**	**-**
Revised 2025 Budget - Fund 550	**8,070,671**	**12,123,425**	**13,335,048**	**6,859,048**

Schedule A
Summary of 2025 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #7000)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
Fire Pension Fund (#611)				
2025 Adopted Budget	**1,837,188**	**167,900**	**207,840**	**1,797,248**
Previous Budget Amendments	2,517	-	-	2,517
2025 Amended Budget	**1,839,705**	**167,900**	**207,840**	**1,799,765**
BA#3 (Ordinance #7000, Proposed):	**-**	**-**	**35,000**	**(35,000)**
Increase Fire Pension Salaries	**-**	**-**	**35,000**	**(35,000)**
Revised 2025 Budget - Fund 611	**1,839,705**	**167,900**	**242,840**	**1,764,765**
Grand Total - All Funds				
2025 Adopted Budget	**159,056,171**	**273,573,960**	**291,103,958**	**141,526,173**
Previous Budget Amendments	102,582,206	81,694,540	156,199,507	28,077,239
2025 Amended Budget	**261,638,377**	**355,268,500**	**447,303,465**	**169,603,412**
Total BA#3 (Ordinance #7000, Proposed):	**-**	**27,343,247**	**27,391,259**	**(48,012)**
Revised 2025 Budget	**261,638,377**	**382,611,747**	**474,694,724**	**169,555,400**
		644,250,124		**644,250,124**

Schedule B
2025 Ending Fund Balance/Working Capital
by Fund

Fund	2025 Amended Beginning Balance	2025 Amended Ending Balance	BA#3 (ORD #7000) Revenues	BA#3 (ORD #7000) Expenditures	BA#3 (ORD #7000) Net Change in Fund Balance	Revised Ending Balance
General Fund (#001)	60,944,003	47,115,431	2,785,478	16,856,247	(14,070,769)	33,044,662
General Transportation Fund (#102)	11,386,320	3,613,399	4,096,947	2,974,180	1,122,767	4,736,166
Hotel/Motel Tax Fund (#104)	470,231	321,681	-	-	-	321,681
Arterial Street Preservation Fund (#105)	5,519,945	5,123,346	-	1,122,767	(1,122,767)	4,000,579
Drug Forfeiture Fund (#117)	888,582	725,649	-	77,500	(77,500)	648,149
Recreation Trails Fund (#120)	53,723	61,223	-	-	-	61,223
Cumulative Reserve Fund (#122)	33,434,636	26,992,492	15,000,000	1,700,000	13,300,000	40,292,492
Mitigation Fees Fund (#124)	16,082,277	4,262,088	-	-	-	4,262,088
2020 LTGO A&B Refunding Bonds Fund (#232)	476,000	476,100	-	-	-	476,100
SCORE Debt Service Fund (#238)	-	-	-	-	-	-
LID Guarantee Fund (#249)	-	-	-	-	-	-
Golf/Cemetery 2016 Refunding Fund (#276)	-	-	-	-	-	-
Parks Construction Fund (#321)	751,444	566,475	430,000	530,000	(100,000)	466,475
Capital Improvements Fund (#328)	24,110,684	5,085,885	3,333,013	1,131,782	2,201,231	7,287,116
Local Revitalization Fund (#330)	368,009	47,337	(1,550,000)	(1,550,000)	-	47,337
Real Estate Excise Tax Fund (#331)	-	10,940,954	-	674,992	(674,992)	10,265,962
Water Fund (#430)	21,703,848	8,416,113	-	300,721	(300,721)	8,115,392
Sewer Fund (#431)	31,021,956	17,784,287	-	(400,000)	400,000	18,184,287
Storm Drainage Fund (#432)	23,011,582	9,279,829	-	-	-	9,279,829
Sewer Metro Sub Fund (#433)	4,879,211	4,918,211	-	-	-	4,918,211
Solid Waste Fund (#434)	1,816,469	2,282,491	95,765	445,765	(350,000)	1,932,491
Airport Fund (#435)	1,926,743	1,338,364	1,647,537	1,647,537	-	1,338,364
Cemetery Fund (#436)	1,588,649	1,024,921	19,000	19,000	-	1,024,921
Insurance Fund (#501)	1,313,034	1,150,034	-	-	-	1,150,034
Workers' Comp Fund (#503)	3,889,479	3,964,579	220,000	420,000	(200,000)	3,764,579
Facilities Fund (#505)	118,406	17,665	85,000	85,000	-	17,665
Innovation & Technology Fund (#518)	3,432,201	2,665,215	-	-	-	2,665,215
Equipment Rental Fund (#550)	8,070,671	6,999,309	1,180,507	1,320,768	(140,261)	6,859,048
Fire Pension Fund (#611)	1,839,705	1,799,765	-	35,000	(35,000)	1,764,765
Cemetery Endowment Fund (#701)	2,540,569	2,630,569	-	-	-	2,630,569

Schedule C
Summary of 2026 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #7000)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
General Fund (#001)				
2026 Adopted Budget	33,158,530	106,950,907	114,023,485	26,085,952
Previous Budget Amendments	13,956,901	374,633	603,800	13,727,734
2026 Amended Budget	47,115,431	107,325,540	114,627,285	39,813,686
BA#3 (Ordinance #7000, Proposed):	(14,070,769)	2,800,000	1,803,700	(13,074,469)
Non-Departmental				
Furnace Replacement – Golf Course	(85,000)	-	-	(85,000)
Increase POL.0039 Vehicle Exp.	(78,000)	-	-	(78,000)
Equip. Rental CF Reimbursement	(607,669)	-	-	(607,669)
Parks, Arts & Rec				
Security Contract I/F Alloc.	-	-	-	-
Irrigation budget increase	(200,000)	-	-	(200,000)
MS2120 Golf Clubhouse Doors	(35,100)	-	-	(35,100)
Non-Departmental				
City Wide – Annual HVAC Preventative Maintenance	-	-	68,700	(68,700)
City Wide - Annual Generator Preventative Maintenance	-	-	8,000	(8,000)
General Fund Revenues Adjustments	1,935,000	2,800,000	1,727,000	3,008,000
GF to Cumulative Reserve Xfer Request	(15,000,000)	-	-	(15,000,000)
Revised 2026 Budget - Fund 001	33,044,662	110,125,540	116,430,985	26,739,217

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
General Transportation Fund (#102)				
2026 Adopted Budget	5,168,764	10,602,973	9,162,300	6,609,437
Previous Budget Amendments	(1,555,365)	-	-	(1,555,365)
2026 Amended Budget	3,613,399	10,602,973	9,162,300	5,054,072
BA#3 (Ordinance #7000, Proposed):	1,122,767	-	-	1,122,767
Xfer Non-TBD to F102	1,122,767	-	-	1,122,767
Revised 2026 Budget - Fund 102	4,736,166	10,602,973	9,162,300	6,176,839

Schedule C
Summary of 2026 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #7000)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
Arterial Street Preservation Fund (#105)				
2026 Adopted Budget	1,756,224	2,168,000	2,186,000	1,738,224
Previous Budget Amendments	3,367,122	-	-	3,367,122
2026 Amended Budget	5,123,346	2,168,000	2,186,000	5,105,346
BA#3 (Ordinance #7000, Proposed):	(1,122,767)	-	-	(1,122,767)
Xfer Non-TBD to F102	(1,122,767)	-	-	(1,122,767)
Revised 2026 Budget - Fund 105	4,000,579	2,168,000	2,186,000	3,982,579
Drug Forfeiture Fund (#117)				
2026 Adopted Budget	654,270	263,700	408,486	509,484
Previous Budget Amendments	71,379	-	-	71,379
2026 Amended Budget	725,649	263,700	408,486	580,863
BA#3 (Ordinance #7000, Proposed):	(77,500)	-	-	(77,500)
Increase to Drug Forfeiture Salaries & Benefits	(52,500)	-	-	(52,500)
F117 – Undercover Vehicle Purchase	(25,000)	-	-	(25,000)
Revised 2026 Budget - Fund 117	648,149	263,700	408,486	503,363
Cumulative Reserve Fund (#122)				
2026 Adopted Budget	33,171,351	80,000	825,600	32,425,751
Previous Budget Amendments	(6,178,859)	-	-	(6,178,859)
2026 Amended Budget	26,992,492	80,000	825,600	26,246,892
BA#3 (Ordinance #7000, Proposed):	13,300,000	-	-	13,300,000
GF to Cumulative Reserve Xfer Request	15,000,000	-	-	15,000,000
GCBD20 Facilities Master Plan	(1,700,000)	-	-	(1,700,000)
Revised 2026 Budget - Fund 122	40,292,492	80,000	825,600	39,546,892

Schedule C
Summary of 2026 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #7000)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
Parks Construction Fund (#321)				
2026 Adopted Budget	**490,199**	**711,300**	**685,000**	**516,499**
Previous Budget Amendments	76,276	-	-	76,276
2026 Amended Budget	**566,475**	**711,300**	**685,000**	**592,775**
BA#3 (Ordinance #7000, Proposed):	**(100,000)**	**106,000**	**106,000**	**(100,000)**
CP2507 Move Funds from CP1612	**(100,000)**	**-**	**-**	**(100,000)**
gpbd02 Golf Facility Improvement Fee	**-**	**106,000**	**106,000**	**-**
Revised 2026 Budget - Fund 321	**466,475**	**817,300**	**791,000**	**492,775**
Capital Improvements Fund (#328)				
2026 Adopted Budget	**1,561,564**	**13,270,500**	**13,250,000**	**1,582,064**
Previous Budget Amendments	3,524,321	-	-	3,524,321
2026 Amended Budget	**5,085,885**	**13,270,500**	**13,250,000**	**5,106,385**
BA#3 (Ordinance #7000, Proposed):	**2,201,231**	**-**	**-**	**2,201,231**
CP2108 PSE Grnt City Hall HVAC	**226,239**	**-**	**-**	**226,239**
MS2210/GCBD05/CP2332 REET CORR	**274,992**	**-**	**-**	**274,992**
GCBD20 Facilities Master Plan	**1,700,000**	**-**	**-**	**1,700,000**
Revised 2026 Budget - Fund 328	**7,287,116**	**13,270,500**	**13,250,000**	**7,307,616**
Real Estate Excise Tax Fund (#331)				
2026 Adopted Budget	**5,398,962**	**1,840,000**	**1,569,700**	**5,669,262**
Previous Budget Amendments	5,541,992	-	-	5,541,992
2026 Amended Budget	**10,940,954**	**1,840,000**	**1,569,700**	**11,211,254**
BA#3 (Ordinance #7000, Proposed):	**(674,992)**	**-**	**-**	**(674,992)**
MS2210/GCBD05/CP2332 REET CORR	**(274,992)**	**-**	**-**	**(274,992)**
CP2107 M&O Facility Imprv Ph 1	**(400,000)**	**-**	**-**	**(400,000)**
Revised 2026 Budget - Fund 331	**10,265,962**	**1,840,000**	**1,569,700**	**10,536,262**

Schedule C
Summary of 2026 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #7000)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
Water Fund (#430)				
2026 Adopted Budget	3,381,662	22,200,250	23,286,921	2,294,991
Previous Budget Amendments	5,034,451	-	-	5,034,451
2026 Amended Budget	8,416,113	22,200,250	23,286,921	7,329,442
BA#3 (Ordinance #7000, Proposed):	(300,721)	-	287,275	(587,996)
City Wide - Annual Generator Preventative Maintenance	-	-	6,900	(6,900)
DWL26020 Debt Service Pmts	(249,882)	-	280,375	(530,257)
Equip. Rental CF Reimbursement	(50,839)	-	-	(50,839)
Revised 2026 Budget - Fund 430	8,115,392	22,200,250	23,574,196	6,741,446
Sewer Fund (#431)				
2026 Adopted Budget	14,725,640	11,505,000	12,425,228	13,805,412
Previous Budget Amendments	3,058,647	-	-	3,058,647
2026 Amended Budget	17,784,287	11,505,000	12,425,228	16,864,059
BA#3 (Ordinance #7000, Proposed):	400,000	-	21,900	378,100
City Wide - Annual Generator Preventative Maintenance	-	-	21,900	(21,900)
Decr. 2025 Excise Tax Expense	400,000	-	-	400,000
Revised 2026 Budget - Fund 431	18,184,287	11,505,000	12,447,128	17,242,159
Storm Drainage Fund (#432)				
2026 Adopted Budget	8,802,355	14,180,200	15,452,074	7,530,481
Previous Budget Amendments	477,474	-	-	477,474
2026 Amended Budget	9,279,829	14,180,200	15,452,074	8,007,955
BA#3 (Ordinance #7000, Proposed):	-	-	3,200	(3,200)
City Wide - Annual Generator Preventative Maintenance	-	-	3,200	(3,200)
Revised 2026 Budget - Fund 432	9,279,829	14,180,200	15,455,274	8,004,755

Schedule C
Summary of 2026 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #7000)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
Solid Waste Fund (#434)				
2026 Adopted Budget	2,349,471	34,866,600	34,040,130	3,175,941
Previous Budget Amendments	(66,980)	-	-	(66,980)
2026 Amended Budget	2,282,491	34,866,600	34,040,130	3,108,961
BA#3 (Ordinance #7000, Proposed):	(350,000)	-	-	(350,000)
Incr. 2025 Utility Tax Expense	(350,000)	-	-	(350,000)
Revised 2026 Budget - Fund 434	1,932,491	34,866,600	34,040,130	2,758,961
Airport Fund (#435)				
2026 Adopted Budget	1,409,851	2,512,400	2,973,025	949,226
Previous Budget Amendments	(71,487)	-	-	(71,487)
2026 Amended Budget	1,338,364	2,512,400	2,973,025	877,739
BA#3 (Ordinance #7000, Proposed):	-	-	700	(700)
City Wide – Annual HVAC Preventative Maintenance	-	-	700	(700)
Revised 2026 Budget - Fund 435	1,338,364	2,512,400	2,973,725	877,039
Cemetery Fund (#436)				
2026 Adopted Budget	1,096,017	1,696,800	2,098,241	694,576
Previous Budget Amendments	(71,096)	-	-	(71,096)
2026 Amended Budget	1,024,921	1,696,800	2,098,241	623,480
BA#3 (Ordinance #7000, Proposed):	-	-	2,220	(2,220)
City Wide – Annual HVAC Preventative Maintenance	-	-	600	(600)
CEM Security Contract I/F Alloc	-	-	1,620	(1,620)
Revised 2026 Budget - Fund 436	1,024,921	1,696,800	2,100,461	621,260

Schedule C
Summary of 2026 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #7000)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
Workers' Comp Fund (#503)				
2026 Adopted Budget	**3,663,569**	**1,225,300**	**1,060,400**	**3,828,469**
Previous Budget Amendments	301,010	-	-	301,010
2026 Amended Budget	**3,964,579**	**1,225,300**	**1,060,400**	**4,129,479**
BA#3 (Ordinance #7000, Proposed):	**(200,000)**	**-**	**-**	**(200,000)**
Increase to Medical & Time Loss Claims	**(200,000)**	**-**	**-**	**(200,000)**
Revised 2026 Budget - Fund 503	**3,764,579**	**1,225,300**	**1,060,400**	**3,929,479**
Facilities Fund (#505)				
2026 Adopted Budget	**398,740**	**4,932,800**	**4,947,759**	**383,781**
Previous Budget Amendments	(381,075)	-	-	(381,075)
2026 Amended Budget	**17,665**	**4,932,800**	**4,947,759**	**2,706**
BA#3 (Ordinance #7000, Proposed):	**-**	**204,620**	**204,620**	**-**
City Wide – Annual HVAC Preventative Maintenance	**-**	**70,000**	**70,000**	**-**
City Wide - Annual Generator Preventative Maintenance	**-**	**40,000**	**40,000**	**-**
CEM Security Contract I/F Alloc	**-**	**16,620**	**16,620**	**-**
Security Contract I/F Alloc.	**-**	**78,000**	**78,000**	**-**
Revised 2026 Budget - Fund 505	**17,665**	**5,137,420**	**5,152,379**	**2,706**
Equipment Rental Fund (#550)				
2026 Adopted Budget	**6,854,096**	**7,794,805**	**5,834,743**	**8,814,158**
Previous Budget Amendments	145,213	-	-	145,213
2026 Amended Budget	**6,999,309**	**7,794,805**	**5,834,743**	**8,959,371**
BA#3 (Ordinance #7000, Proposed):	**(140,261)**	**-**	**-**	**(140,261)**
F117 – Undercover Vehicle Purchase	**(36,000)**	**-**	**-**	**(36,000)**
Equip. Rental CF Reimbursement	**(104,261)**	**-**	**-**	**(104,261)**
Revised 2026 Budget - Fund 550	**6,859,048**	**7,794,805**	**5,834,743**	**8,819,110**

Schedule C
Summary of 2026 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #7000)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
Fire Pension Fund (#611)				
2026 Adopted Budget	**1,797,248**	**176,500**	**207,840**	**1,765,908**
Previous Budget Amendments	2,517	-	-	2,517
2026 Amended Budget	**1,799,765**	**176,500**	**207,840**	**1,768,425**
BA#3 (Ordinance #7000, Proposed):	**(35,000)**	**-**	**-**	**(35,000)**
Increase Fire Pension Salaries	**(35,000)**	**-**	**-**	**(35,000)**
Revised 2026 Budget - Fund 611	**1,764,765**	**176,500**	**207,840**	**1,733,425**

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
Grand Total - All Funds				
2026 Adopted Budget	**141,526,173**	**280,938,953**	**289,766,103**	**132,699,023**
Previous Budget Amendments	28,077,239	411,941	641,108	27,848,072
2026 Amended Budget	**169,603,412**	**281,350,894**	**290,407,211**	**160,547,095**
Total BA#3 (Ordinance #7000, Proposed):	**(48,012)**	**3,110,620**	**2,429,615**	**632,993**
Revised 2026 Budget	**169,555,400**	**284,461,514**	**292,836,826**	**161,180,088**
		454,016,914		**454,016,914**

Schedule D
2026 Ending Fund Balance/Working Capital
by Fund

Fund	2026 Amended Beginning Balance	2026 Amended Ending Balance	BA#3 (ORD #7000) Revenues	BA#3 (ORD #7000) Expenditures	BA#3 (ORD #7000) Net Change in Fund Balance	Revised Ending Balance
General Fund (#001)	47,115,431	39,813,686	(11,270,769)	1,803,700	(13,074,469)	26,739,217
General Transportation Fund (#102)	3,613,399	5,054,072	1,122,767	-	1,122,767	6,176,839
Hotel/Motel Tax Fund (#104)	321,681	323,081	-	-	-	323,081
Arterial Street Preservation Fund (#105)	5,123,346	5,105,346	(1,122,767)	-	(1,122,767)	3,982,579
Drug Forfeiture Fund (#117)	725,649	580,863	(77,500)	-	(77,500)	503,363
Recreation Trails Fund (#120)	61,223	68,723	-	-	-	68,723
Cumulative Reserve Fund (#122)	26,992,492	26,246,892	13,300,000	-	13,300,000	39,546,892
Mitigation Fees Fund (#124)	4,262,088	2,704,615	-	-	-	2,704,615
2020 LTGO A&B Refunding Bonds Fund (#232)	476,100	476,200	-	-	-	476,200
Parks Construction Fund (#321)	566,475	592,775	6,000	106,000	(100,000)	492,775
Capital Improvements Fund (#328)	5,085,885	5,106,385	2,201,231	-	2,201,231	7,307,616
Local Revitalization Fund (#330)	47,337	48,337	-	-	-	48,337
Real Estate Excise Tax Fund (#331)	10,940,954	11,211,254	(674,992)	-	(674,992)	10,536,262
Water Fund (#430)	8,416,113	7,329,442	(300,721)	287,275	(587,996)	6,741,446
Sewer Fund (#431)	17,784,287	16,864,059	400,000	21,900	378,100	17,242,159
Storm Drainage Fund (#432)	9,279,829	8,007,955	-	3,200	(3,200)	8,004,755
Sewer Metro Sub Fund (#433)	4,918,211	4,961,211	-	-	-	4,961,211
Solid Waste Fund (#434)	2,282,491	3,108,961	(350,000)	-	(350,000)	2,758,961
Airport Fund (#435)	1,338,364	877,739	-	700	(700)	877,039
Cemetery Fund (#436)	1,024,921	623,480	-	2,220	(2,220)	621,260
Insurance Fund (#501)	1,150,034	987,534	-	-	-	987,534
Workers' Comp Fund (#503)	3,964,579	4,129,479	(200,000)	-	(200,000)	3,929,479
Facilities Fund (#505)	17,665	2,706	204,620	204,620	-	2,706
Innovation & Technology Fund (#518)	2,665,215	2,873,935	-	-	-	2,873,935
Equipment Rental Fund (#550)	6,999,309	8,959,371	(140,261)	-	(140,261)	8,819,110
Fire Pension Fund (#611)	1,799,765	1,768,425	(35,000)	-	(35,000)	1,733,425
Cemetery Endowment Fund (#701)	2,630,569	2,720,569	-	-	-	2,720,569

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 7003 (Thomas)
An Ordinance establishing the levy for Regular Property Taxes by the City of Auburn for collection in 2026 for general City operational purposes in the amount of $25,843,584

Meeting Date:
November 17, 2025

Department:
Finance

Attachments:
Ordinance No. 7003

Budget Impact:

Administrative Recommendation:
City Council to approve Ordinance No. 7003.

Background for Motion:
Ordinance No. 7003 establishes the 2026 levy for Property Taxes by the City of Auburn for general City operational purposes in the amount of $25,843,584, which represents a 1% increase over the amount levied in the prior year.

Background Summary:
Proposed Ordinance No. 7003 establishes the 2026 Property Tax levy based on the assessed valuations provided by King County plus a 1% increase over 2025, which totals $26,843,584. Additionally, the City will levy one-time increases due to new construction from prior years and refunds, which are estimated to total $301,766. The following table summarizes the 2026 Property Tax levy calculation.

2025 Property Tax Levy	$25,587,707
Add: 1%	255,877
Add: New Construction (at prior year levy rate)	176,247
Add: Refunds	125,519
2026 Property Tax Levy	$26,145,350

As of this date, the County has preliminarily established the 2026 assessed valuation (including estimated new construction) for the City of Auburn at $19.6 billion, which is a 2.44% increase over the 2025 assessed value of $19.2 billion. The 2026 Property Tax levy will be distributed to the General Fund to support general governmental operations.

Councilmember: Kate Baldwin

Staff: Jamie Thomas

ORDINANCE NO. 7003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, ESTABLISHING THE LEVY FOR REGULAR PROPERTY TAXES BY THE CITY OF AUBURN FOR COLLECTION IN 2026 FOR GENERAL CITY OPERATIONAL PURPOSES IN THE AMOUNT OF $25,843,584

WHEREAS, the City Council of the City of Auburn has met and considered its budget for the calendar year 2026; and

WHEREAS, pursuant to RCW 84.55.120 the City Council held Public Hearings on November 17, 2025, after proper notice was given, to consider the City of Auburn's 2025-2026 mid-biennial budget review and the regular property tax levy; and

WHEREAS, the City Council of the City of Auburn, after Public Hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Auburn requires property tax revenue and any increase of new construction and improvements to property, any increase in the value of state-assessed property, annexations, and any refund levies in order to discharge the expected expenses and obligations of the City and in its best interest; and

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

Section 1. Regular property taxes for collection in the City of Auburn for the year 2026 are authorized in the amount of $25,843,584. Not including the addition of new construction and improvements to property, any increases related to the value of state assessed property, and any refund levies available. The regular property tax levy for 2026 collection represents an increase of $255,877, or 1%, from regular property taxes levied for collection in 2025.

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

<u>Section 3. Severability.</u> 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.

<u>Section 4. Effective date.</u> 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: ____

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject: Ordinance No. 7004 (Thomas) An Ordinance amending Sections 13.06.360, 13.20.440, and 13.48.100 of the Auburn City Code (ACC), relating to City Utility Rates	**Meeting Date:** November 17, 2025

Department:	**Attachments:**	**Budget Impact:**
Finance	Ordinance No. 7004, 7004 Exhibit A--Table for 13-06-360, 7004 Exhibit B--Table for 13-20-440, 7004 Exhibit C--Table for 13-48-100	

Administrative Recommendation:
City Council to approve Ordinance No. 7004.

Background for Motion:
This Ordinance amends Ordinance No. 6912, and adjusts the City of Auburn's Water, Sanitary Sewer and Storm Drainage Utility Rates for the years 2026–2028, in order to ensure sustainability in the City's utility operations and infrastructure.

Background Summary:
The City of Auburn provides water, sewer, and stormwater services to its utility customers. In 2025, the City contracted with FCS Group to perform a Water, Sanitary Sewer, and Storm Drainage Utility Rate Study to review the adequacy of existing rates and to propose new rates as appropriate.

The FCS study elements completed to date include:

1. A review of "revenue requirements" for each utility, which encompass the costs that the City needs to recover on an ongoing basis from utility ratepayers.

2. A cost of service analysis that determines the relative burden each customer class places on the utility. A comparison of existing revenues with the cost of service results then indicates whether each class is paying its fair share of costs for each utility system.

3. A review of system development charges, which are one-time charges imposed on new development or expended connection to the system.

4. A review of wholesale rates.

Councilmember: Kate Baldwin **Staff:** Jamie Thomas

ORDINANCE NO. 7004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTIONS 13.06.360, 13.20.440, AND 13.48.100 OF THE AUBURN CITY CODE (ACC), RELATING TO CITY UTILITY RATES

WHEREAS, pursuant to its powers in RCW 35.92, the City has established water, sewer, and storm drainage utilities to serve its residents;

WHEREAS, consistent with its responsibilities to operate these utilities in a cost-effective manner and in a manner that reflects the City's actual operating costs, the City periodically reviews its utility rate structure to ensure that its rates are set appropriately;

WHEREAS, in 2025, the City consulted with FCS Group to study the City's current utility rates against the City's cost of utility service delivery and revenue requirements;

WHEREAS, in light of the above recitals, and following the FCS Group utility rate review conducted at City staff request, City staff recommends that City utility rates should be adjusted as reflected in this Ordinance.

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

Section 1. **Amendment to City Code.** Section 13.06.360 of the Auburn City Code is hereby amended to read as set forth in Exhibit A to this Ordinance.

Section 2. **Amendment to City Code.** Section 13.20.440 of the Auburn City Code is hereby amended to read as set forth in Exhibit B to this Ordinance.

Section 3. **Amendment to City Code.** Section 13.48.100 of the Auburn City Code is hereby amended to read as set forth in Exhibit C to this Ordinance.

Section 4. Implementation. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 5. 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 6. 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—ORD. 7004

ACC 13.06.360 Water service Rates – Generally.

A. Except as provided in subsections B and C of this section, effective January 1, 2026, the monthly base rate for all water user classifications except interruptible wholesale shall be as set forth in Table 13.06.360-1 below.

Table 13.06.360-1.

	Monthly Charge		
Meter Size (inches)	**Effective January 1, 2026**	**Effective January 1, 2027**	**Effective January 1, 2028**
5/8, 3/4	$ 24.43	$ 26.34	$ 28.39
1 (Single-Family Residential)	$ 24.43	$ 26.34	$ 28.39
1 (All Other Classes)	$ 27.41	$ 29.55	$ 31.85
1-1/2	$ 29.85	$ 32.18	$ 34.69
2	$ 34.41	$ 37.09	$ 39.98
3	$ 66.18	$ 71.34	$ 76.90
4	$ 83.04	$ 89.52	$ 96.50
6	$ 106.12	$ 114.40	$ 123.32
8	$ 137.09	$ 147.78	$ 159.31
10	$ 194.65	$ 209.83	$ 226.20

Charge per 100 cubic feet (ccf)

Customer Class	Effective January 1, 2026	Effective January 1, 2027	Effective January 1, 2028
Single-Family Residential:			
0 to 7 ccf	$ 4.84	$ 5.22	$ 5.63
7.01 to 15 ccf	$ 5.92	$ 6.38	$ 6.88
Over 15 ccf	$ 6.74	$ 7.27	$ 7.84
Multifamily Residential	$ 5.80	$ 6.25	$ 6.74
Commercial	$ 6.11	$ 6.59	$ 7.10
Manufacturing/Industrial	$ 5.97	$ 6.44	$ 6.94
Schools	$ 6.50	$ 7.01	$ 7.56
Municipal/City Accounts	$ 6.02	$ 6.49	$ 7.00
Irrigation	$ 8.04	$ 8.67	$ 9.35
Wholesale (Algona)	$ 2.71	$ 2.79	$ 2.88

Fifty percent shall be added to all rates for water service for customers outside the city limits. City of Auburn utility taxes are included in the monthly rate for all customers except wholesale accounts. Wholesale rates exclude the 50 percent out-of-city service charge and state excise taxes.

B. Interruptible wholesale water supply customers shall pay monthly the sum of the following:

1. Standby Service Charge: the cost to maintain, repair, and replace the infrastructure required to provide water utility service to the interruptible wholesale water customer when the customer requests water supply from the city of Auburn. This charge also includes the interruptible wholesale water customer's proportional share of the peak capacity charge imposed on the City by Tacoma Public Utilities. This is a fixed monthly charge and does not include the delivery of any quantity of water.

2. Usage Charge: the cost of water supply. The charge is based on actual water deliveries, if any, during the month times the usage rate.

3. Purchased Water Surcharge: In any month in which water is purchased from Tacoma Public Utilities or other external agency, the interruptible wholesale customer shall pay an additional charge of $2.53 per ccf, applied to the quantity of water purchased by the city of Auburn during the month to supply the interruptible wholesale customer.

Interruptible Wholesale Rates

Charge	Effective January 1, 2026	Effective January 1, 2027	Effective January 1, 2028
Standby Service Charge (per month)*	$ 2,131.05	$ 2,141.74	$ 2,153.27
Usage Charge (per ccf)	$ 2.49	$ 2.56	$ 2.64
Purchased Water Surcharge (per ccf of water purchased)**	$ 2.53	$ 2.53	$ 2.53

* The Standby Service Charge (per month) rates shown are based on the most current information provided to the City by Tacoma Public Utilities for its contracted peak capacity charge per month. Rates may be adjusted as necessary to account for the interruptible wholesale customer's calculated proportional share of the peak capacity charge when Tacoma Public Utilities releases updates.

** Purchased Water Surcharge rates to change if Tacoma Public Utilities updates its wholesale summer season peaking rate.

C. Water customers served by the City's Braunwood water system. City water customers served by the City's Satellite Water System for Braunwood Estates (approved by City Resolution 2114) shall be subject to the following monthly water service rates, effective January 1, 2026:

Monthly Charge

Meter Size (inches)	Effective January 1, 2026	Effective January 1, 2027	Effective January 1, 2028
3/4"	$ 24.43	$ 26.33	$ 28.39
1”	$ 24.43	$ 26.33	$ 28.39
1-1/2”	$ 29.85	$ 32.18	$ 34.69
2”	$ 34.41	$ 37.09	$ 39.99
3”	$ 66.18	$ 71.34	$ 76.90
4”	$ 83.04	$ 89.52	$ 96.50
6”	$ 106.12	$ 114.40	$ 123.32
8”	$ 137.09	$ 147.78	$ 159.31
10”	$ 194.65	$ 209.84	$ 226.20

Variable Charges based on ccf (100 cubic feet of water used)

Description	Effective January 1, 2026	Effective January 1, 2027	Effective January 1, 2028
B1 (0-7 ccf)	$ 4.84	$ 5.22	$ 5.62
B2 (7.01-15 ccf)	$ 5.92	$ 6.38	$ 6.88
B3 (15.01 – 25 ccf)	$ 6.74	$ 7.26	$ 7.83
B4 (25.01-38 ccf)	$ 7.47	$ 8.05	$ 8.68
B5 (38+ ccf)	$ 14.95	$ 16.12	$ 17.38

<u>EXHIBIT B—ORD. 7004</u>

ACC 13.20.440 Sewer Rates and charges.

A. *Sewer Rates.* The monthly sewer charge to city of Auburn sanitary sewer customers consists of two separate fees. Auburn sanitary sewer utility imposes a charge to maintain, expand and operate the utility's sewer conveyance facilities, and King County imposes a separate fee for the service King County provides. No charge shall be imposed by the city on the amount charged by King County, which amount the city shall pass directly onto the customer as the cost of the service that King County is providing. The Auburn monthly charge shall be as set forth in Table 13.20.440-1 below.

Table 13.20.440-1.

City of Auburn Monthly Charge

Customer Class	**Effective January 1, 2026**	**Effective January 1, 2027**	**Effective January 1, 2028**
Single-Family Residential Rate -- Inside City Limits	$ 32.94	$ 33.60	$ 34.27
Single-Family Residential Rate -- Outside City Limits	$ 49.41	$ 50.40	$ 51.41
Non-Single-Family Residential Rate -- Inside City Limits for the first 750 cubic feet of water used each month	$ 36.13	$ 36.85	$ 37.59
Plus for each additional 100 cubic feet thereafter	$ 3.66	$ 3.73	$ 3.80
Non-Single-Family Residential Rate -- Outside City Limits for the first 750 cubic feet of water used each month	$ 54.20	$ 55.28	$ 56.39
Plus for each additional 100 cubic feet thereafter	$ 5.49	$ 5.60	$ 5.70

Commercial accounts will be allowed to average winter water consumption for the billing dates falling between December through May to determine the summer sewer rates for the billing dates falling between July and October. Said allowance shall be upon application and with appropriate justification that additional summer usage does not enter the sewer system. The months of November through June shall be billed per water used, at the rates noted above.

Commercial accounts without city water service shall be charged at the published rate based on a city-approved water meter or other acceptable means of recording water use. The meter shall be read by the city to determine sewage charges on commercial private water systems.

Commercial accounts that have industrial use of domestic water that is not discharged into the sanitary sewer system may request a deduct meter to measure the water that is actually discharged to the sewer system. The customer will be allowed to deduct the amount of water usage that is not discharged to the sanitary sewer system.

Irrigation meters shall not be billed for sanitary sewer service.

B. *Permit Fees.* Permit fees for side sewer repair, replacement, inspection, or installation of side sewers shall be as shown in the city of Auburn fee schedule.

EXHIBIT C—ORD. 7004

ACC 13.48.100 Storm Water Rates.

A. The customer classes and rates below are based upon the cost of services provided by the storm utility. The storm water rates shall be as set forth in Table 13.48.100-1 below.

Table 13.48.100-1.

Customer Class	ESU[1] Rate per Month Effective January 1, 2026	Effective January 1, 2027	Effective January 1, 2028
Single-Family Residential Parcels and Two-Family Residential Parcels	$ 19.94	$ 20.59	$ 21.26
Single-Family with Detention and Water Quality Treatment	$ 15.56	$ 16.07	$ 16.59
Non-Single-Family	$ 19.94	$ 20.59	$ 21.26
Non-Single-Family with Detention	$ 17.16	$ 17.72	$ 18.30
Non-Single-Family with Retention	$ 14.37	$ 14.84	$ 15.32
Non-Single-Family with Water Quality Treatment	$ 18.34	$ 18.94	$ 19.56
Non-Single-Family with Detention and Water Quality Treatment	$ 15.56	$ 16.07	$ 16.59
Non-Single-Family with Retention and Water Quality Treatment	$ 12.77	$ 13.19	$ 13.62

1 An “equivalent service unit (ESU)” is defined in ACC 13.48.010 as 2,600 square feet of impervious surface.

The customer classes set forth in this subsection shall be applicable only if the qualifying on-site facilities have met applicable city standards upon installation, have received city approval of construction, and are in conformity with the applicable operations and maintenance standards. If the city determines that the operation and maintenance standards are not being complied with, the customer class shall be determined to be that of non-single-family only, until operation and maintenance of the facilities meet city standards. The customer being billed may apply in writing for a system inspection. If the inspection shows that the facilities meet city standards, the customer will be reclassified to the previous class.

B. *Developed Parcels.* Only developed parcels containing impervious surfaces as defined in ACC 13.48.010 shall be charged.

C. *Multiple Class Accounts.* When a developed non-single-family parcel contains more than one customer class, the appropriate rate for each customer class will be calculated, and the aggregate total summed for billing.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 7005 (Gaub)
An Ordinance granting to Soos Creek Water and Sewer District, a Washington Municipal Corporation, a franchise for Sanitary Sewer Facilities

Meeting Date:
November 17, 2025

Department:
Public Works

Attachments:
Ordinance No. 7005, Sewer Service Area Map

Budget Impact:

Administrative Recommendation:
City Council to approve Ordinance No. 7005.

Background for Motion:
This Ordinance would allow Soos Creek Water and Sewer District to continue to operate existing sanitary sewer facilities in the public ways within the Auburn City limits. Soos Creek currently provides wastewater collection and conveyance for treatment and disposal within the portion of Soos Creek's sewer service boundary area that is within the Auburn 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 service to persons or areas inside or outside of the City.

Soos Creek Water and Sewer District has applied for a new Franchise Agreement to continue to operate their existing sanitary sewer facilities in the public ways within the Auburn City limits. The facilities currently provide wastewater collection and conveyance for treatment and disposal within the portion of Soos Creek's sewer service boundary area that is within the Auburn City limits.

The proposed agreement is consistent with the City's standard Franchise Agreement language. Any construction, maintenance, improvements, repairs, upgrades or expansion to Soos Creek's facilities are managed through the City's permitting processes that are a requirement of the Franchise Agreement. The proposed agreement would be valid for a term of 20 years.

A staff presentation was given at the October 29, 2025, Study Session discussing draft Ordinance No. 7005. A Public Hearing to consider this application and hear public comment was held before the City Council on November 3, 2025, in accordance with Auburn City Code 20.04.040.

Ordinance No. 7005 authorizes Franchise Agreement No. FRN25-0004 with Soos Creek Water and Sewer District subject to terms and conditions outlined in the Ordinance.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

ORDINANCE NO. <u>7005</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO SOOS CREEK WATER AND SEWER DISTRICT, A WASHINGTON MUNICIPAL CORPORATION, A FRANCHISE FOR SANITARY SEWER FACILITIES

WHEREAS, The Soos Creek Water and Sewer District ("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, 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. "Force Majeure Event" means and shall include without limitation, war, civil disturbance; flood, earthquake or other Act of God; storm or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service; laws, regulations, rules or orders of any governmental agency; a public health emergency as declared by the State of Washington or local County governing the Franchise Area; sabotage; strikes or similar labor disputes involving personnel of a party, its contractors or a third party;

or any failure or delay in the performance by the other party, or third party who is not an employee, agent or contractor of the party claiming a Force Majeure Event, in connection with this Franchise.

C. “Franchise” means this agreement approved by Ordinance No. 7005 of the City which authorizes Franchisee Facilities to provide Franchisee Services in the Franchise Area.

D. “Franchise Area” means all public ways within the current city limits and within any future adjusted boundaries of the city limits and which are also within the Franchisee’s service area boundary per the Service Area Agreement between the City and the Franchisee authorized under Resolution No. 3391 as amended, and per applicable law. The effective date of any such changes in the city limits will be the effective date(s) of any future annexations.

E. “Franchisee Facilities” means pipes, including service laterals, manholes, cleanouts, pump stations, treatment facilities, and all other appurtenances necessary or convenient for the purposes of providing wastewater collection and conveyance, that are constructed, operated, owned, and maintained within the public ways that are located in the Franchise Area.

F. “Franchisee Services” means providing wastewater collection and conveyance for treatment and disposal. Sewer service extends from the sewer main, through a service lateral, to the cleanout or right-of-way line.

G. “Public Improvement” means any capital improvement, maintenance, or repair that is undertaken by or on behalf of the City and is funded by the City (either directly or indirectly with its own funds or with other public monies obtained by the City), including any capital improvement within the City’s adopted Transportation Improvement Plan or Capital Facilities Plan.

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 public ways within 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, operate, maintain, relocate, upgrade, replace, restore, and repair Franchisee’s Facilities to provide Franchisee 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 other 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 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.

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
Rowusepermit@auburnwa.gov

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

Franchisee: Soos Creek Water and Sewer District
Attn: General Manager
14616 SE 192nd Street
Renton, WA 98058
Telephone:253-630-9900
Customer_Service@sooscreek.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: (253) 630-9900.

Section 4. Term of Franchise

A. This Franchise shall run for a period of twenty (20) 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) calendar days in advance of intent to cancel this Franchise. Franchisee shall be responsible for paying applicable fees for month-to-month Franchise status per the City of Auburn fee schedule in effect at the time the Agreement goes into month-to-month status.

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 15, and (3) payment of any outstanding application fees required in the City Fee Schedule. These three 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) calendar days after the effective date of the ordinance approving the Franchise as described in Section 26 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.

D. Franchisee’s Facilities shall be constructed, installed, maintained, and repaired within the Franchise Area so as to provide safety of persons and property, and not interfere with the free passage of traffic, all in accordance with the laws of the State of Washington, and the ordinances, resolutions, rules and regulations of the City.

E. Before beginning any underground 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.

F. 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 twenty-four (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. Repair and Restorations

A. If the City Engineer determines that Franchisee's Facilities or Franchisee's construction, maintenance, repair, relocation, or replacement of facilities within the Franchise Area is the cause of damage, degradation, failure, or substandard condition of a Street, during the term of this Franchise, the City will notify Franchisee in writing and Franchisee will repair or replace the subject Street to like condition and in accordance with City Engineering Design Standards and subject to applicable permits, within ninety (90) calendar days of the City's notification, unless granted additional time by the City Engineer. If the City determines the subject Street condition poses an immediate threat to health, safety, vital traffic operations, property, or critical areas, Section 8 shall apply.

B. For purposes of this 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, traffic control devices, landscape areas, and vegetation in unopened rights-of-way.

Section 8. Emergency Repair Work

A. 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.

B. The City may commence emergency response work at any time, without prior notice to the Franchisee, but will notify the Franchisee telephonically as promptly as possible under the circumstances and in writing soon thereafter. 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, or better, 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.

B. When constructing new Franchisee Facilities, or replacing or reconstructing Franchisee Facilities, Franchisee shall maintain minimum underground separation requirements from all City water, sanitary sewer, and storm water facilities in accordance with the City Engineering Design and Construction Standards; provided, that for development of new areas, the City, in consultation with Franchisee and other utility purveyors or authorized users of the Franchise Area, will develop and follow the City's determination of guidelines and procedures for determining specific utility locations, subject additionally to this agreement.

Section 11. Relocation of Franchisee Facilities

A. Whenever the City causes a Public Improvement to be constructed within the Franchise Area, and such Public Improvement requires the relocation of

Franchisee Facilities within the Franchise Area (for purposes other than those described in Section 11.B below):

1. The City shall provide Franchisee with written notice requesting such relocation, along with review plans and/or other detailed document(s) for the Public Improvement that are sufficiently complete as determined by the City Engineer to allow for Franchisee's initial evaluation and coordination of the relocation. The City shall provide the Franchisee with the City's anticipated construction schedule and the date, either before or during the construction of the Public Improvement, the City requires the Franchisee to complete the relocation. If the Franchisee desires clarification, alternatives to relocation, or a relocation schedule that varies from that provided by the City, the Franchisee will provide written request to the City within fourteen (14) calendar days of receiving the relocation notice from the City and then Section 11.A.2 shall apply to the relocation, otherwise, the Franchisee agrees to conduct the relocation as required by the City and Section 11.A.2 shall not apply to the relocation.

2. Subject to the notice requirement of Section 11.A.1, the City and Franchisee shall discuss relocation requirements and schedule, and jointly identify and define the project requirements, schedule, and timeframe of relocation that the Parties agree shall govern the relocation. The Parties will document the mutual agreement of these terms in writing. Except as approved otherwise in writing by the City, in no case shall the Franchisee's relocation be completed more than 180 calendar days after initial notification by the City.

3. Franchisee shall relocate such Franchisee Facilities within the Franchise Area, at no charge to the City and in accordance with the relocation schedule required by the City or otherwise mutually agreed upon by the Parties per Section 11.A.2.

B. Whenever (i) any public or private development within the Franchise Area, other than a Public Improvement, requires the relocation of Franchisee Facilities within the Franchise Area to accommodate such development: or (ii) the City requires the relocation of Franchisee Facilities within the Franchise Area for the benefit of any person or entity other than the City (including, without limitation, any conditions or requirement imposed by the City on such person or entity pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development), then in such event, Franchisee shall have the right as a condition of such relocation, to require such developer, person or entity to make payment to Franchisee, at a time and upon terms acceptable to Franchisee, for any and all costs and expenses incurred by Franchisee in connection with such relocation of Franchisee Facilities.

C. Subject to the terms of this Section 11 and consistent with Section 14 and to the maximum extent provided by applicable law, Franchisee shall reimburse the City for any costs, expenses, and/or damages incurred as a result of: 1) The Franchisee not providing the City accurate or sufficient location or other information regarding Franchise Facilities during design or construction of the Public Improvement, or 2) Franchisee's delay in meeting the mutually-established schedule for the relocation work required to accommodate a Public Improvement to the extent the delay is directly caused by Franchisee's breach of its obligations under this Section 11 with respect to the relocation of Franchisee Facilities in accordance with the mutually established schedule for the relocation work.

D. Nothing in this Section 11 shall require Franchisee to bear any cost or expense in connection with the location or relocation of any Franchisee Facilities then existing pursuant to easement or such other rights not derived from this Franchise.

E. In the event that a conflict with Franchise Facilities is discovered during construction of a Public Improvement, Section 11.A.2 shall apply except that in no case shall the Franchisee's relocation be completed more than 7 calendar days after the conflict discovery and notification by the City, except as agreed upon otherwise by the City. Additionally, any and all costs associated with the conflict shall be subject to Section 11.C.

Section 12. Abandonment and or Removal of Franchisee Facilities

A. Within one hundred and eighty (180) calendar days of Franchisee's permanent cessation of use of any portion of the Franchisee 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 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. Franchisee Information

A. Franchisee agrees to supply, at no cost to the City, any information requested by the City that the City determines is necessary 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 and the City will meet upon request from either Party, generally at 1-year intervals for the purpose of sharing known plans each Party may have that could affect the other Party's use and management of the Franchise Area.

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

Section 14. 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 14.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.

D. The Franchisee shall be solely and completely responsible to perform all work related to this Franchise in compliance with all applicable law. The Franchisee's attention is directed to the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW. The Franchisee shall be solely and completely responsible for safety and safety conditions on its job sites and for its work within the Franchise Area, including the safety of all persons and property during performance of any works therein. The services of the City or City's consultant personnel in conducting construction review of the Franchisee's work relating to the Franchise is not intended to include review of the adequacy of the Franchisee's work methods, equipment, scaffolding, or trenching, or safety measures in, on or near such job site within the public way. The Franchisee shall provide safe access for the City and its inspectors to adequately inspect the work and its conformance with applicable law and the Franchise.

E. Indemnification for Relocation. Franchisee will defend, indemnify, and hold the City harmless for any damages, claims, additional costs or reasonable expenses and attorneys' fees, including contractor construction delay damages, assessed against or payable by the City and arising out of or resulting from Franchisee's negligence or willful misconduct contributing to Franchisee's failure to remove, adjust, or relocate any of its facilities in the public way in accordance with any relocation required by the City, provided that Franchisee will not be liable under this Section if Franchisee's failure to remove, adjust, or relocate any of its facilities is the result of a Force Majeure Event.

Section 15. 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 this 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, pollution liability, 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.

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. This requirement may be fulfilled by the Franchisee's membership and coverage in Enduris, a self-insured municipal risk pool.

G. Contractors and Subcontractors. The Franchisee shall cause each and every contractor and subcontractor to provide insurance coverage that complies with all applicable requirements of the Franchisee-provided insurance as set forth herein, except that the Franchisee shall have sole responsibility for determining the limits of coverage required to be obtained by contractors and subcontractors. The Franchisee shall ensure that the City is an additional insured on each and every contractor's and 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 contractors and subcontractors' coverage. In the alternative, either party to this agreement may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program authorized by RCW 48.62. In this regard, the parties understand that the party to this agreement who is a member of such a program is not able to name the other party as an “additional insured” under the liability coverage provided by the joint self-insurance program.

I. Notice of Cancellation. Franchisee shall provide the City with written notice of any policy cancellation within five (5) calendar 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 this Franchise, upon which the City may, after giving five (5) calendar days’ written 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: (1) 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; (2) 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; (3) Franchisee or its parent company is responsible for all payments within the self-insured retention; and (4) Franchisee assumes all defense and indemnity obligations as outlined in Section 14.

Section 16. Financial Security

Pursuant to the authority in ACC 20.02.280.A, the City’s Public Works Director has determined that the Franchisee shall not be required to provide the City with financial security for this Franchise.

Section 17. 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) calendar 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 18. 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 19. 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) calendar days of notification. If the City determines the breach cannot be cured within thirty (30) calendar 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 (30) calendar 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) impose liquidated damages of Two Hundred Fifty Dollars ($250.00) per day for every day after the expiration of the cure period that the breach is not cured. The parties agree that the actual damages to the City from Franchisee failing to cure are not easily calculated and agree that the liquidated damages amount are a reasonable forecast of just compensation.

B. If the City determines that 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.

C. If Franchisee fails to substantially comply with any one or more of the provisions of this Franchise, Franchisee agrees to be responsible for any damages the City suffers as a result of Franchisee's failure (including, but not limited to: City staff time, material and equipment costs; compensation or indemnification of third parties; and the cost of removal or abandonment of facilities). Franchisee also specifically agrees that its failure to comply with the terms of this Section 19 will constitute damage to the City in the monetary amount set forth in subsection A of this Section.

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Franchisee will comply with all applicable federal, state, and 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) calendar 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) calendar 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) calendar days written notice to the Franchisee if the Franchisee fails to comply with such amendment or modification.

Section 21. License, Tax and Other Charges

A. The City reserves the right to impose, to the extent authorized by law, a utility tax on the Franchisee and/or to charge the Franchisee a reasonable fee for services provided or rights granted under this Franchise.

B. The Franchisee agrees that it shall be subject to all authority now or later possessed by the City or any other governing body having competent jurisdiction to fix just, reasonable, and compensatory rates for services under this Franchise.

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

Section 22. 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 23. Severability

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

Section 24. Titles

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

Section 25. Implementation

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

Section 26. Effective Date

This Ordinance will take effect and be in force five (5) calendar days from and after its passage, approval and publication as provided by law.

INTRODUCED: ____________________

PASSED: _________________________

APPROVED: ______________________

____
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

____
Shawn Campbell, MMC, City Clerk

____
Jason Whalen, Acting City Attorney

Published: ____

EXHIBIT “A”

STATEMENT OF ACCEPTANCE

_______________________________, 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 _______________________
Address ____________________________
City, State, Zip ________________________

By: _____________________________ Date: ______________________
Name:
Title:

STATE OF _______________)
)ss.
COUNTY OF _____________)

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

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

____
Signature

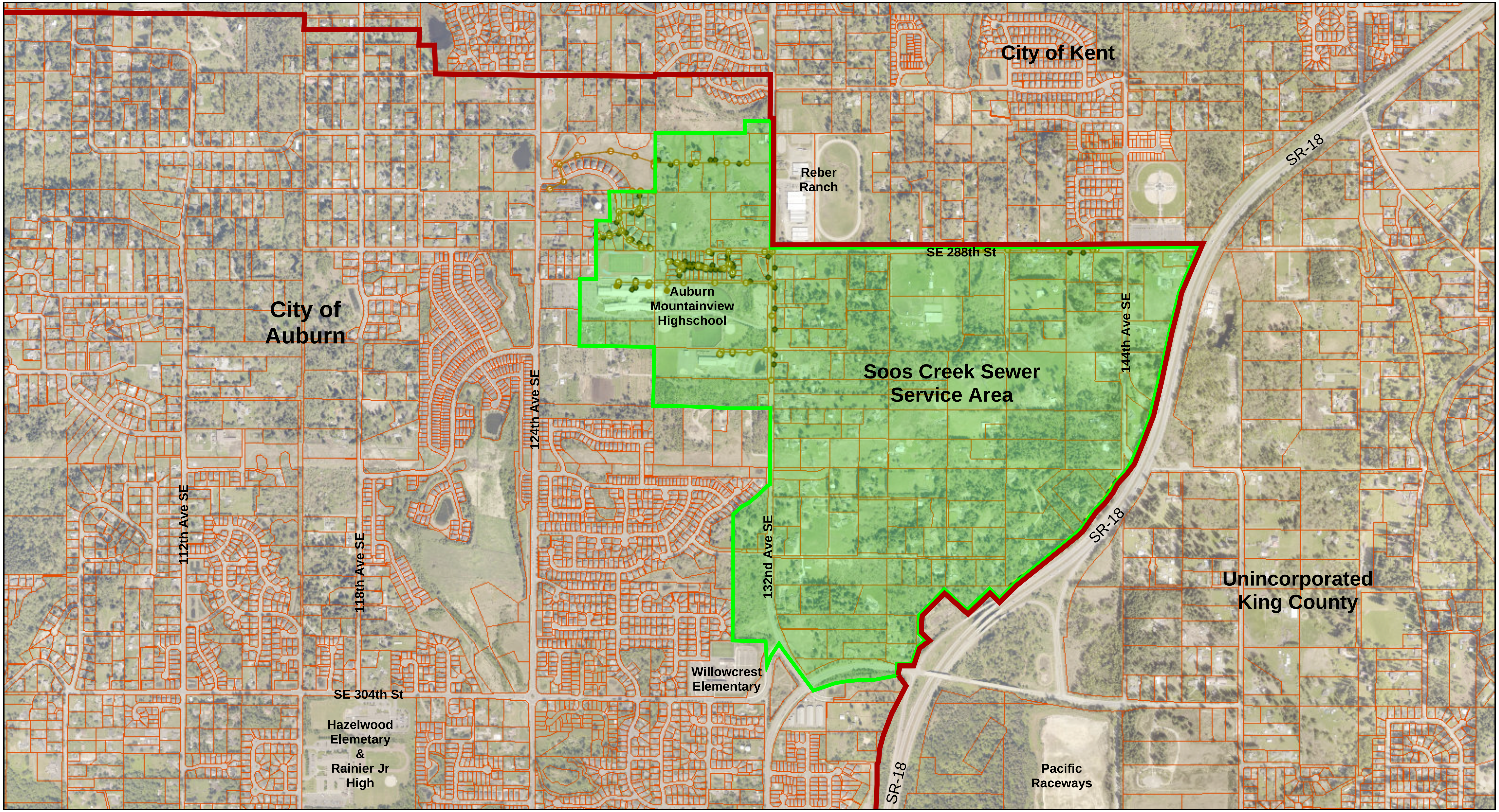
____
NOTARY PUBLIC in and for the State of
___________, residing at _________________

MY COMMISSION EXPIRES: ______________

Soos Creek Water and Sewer District - Sewer Service Area

Auburn City Limits
Soos Creek Sewer Service Area

Printed On: 10/21/2025
Map created by City of Auburn eGIS



0 1500 3000 ft

WGS84 Web Mercator (Auxiliary Sphere)

1: 18056

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

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 7007 (Gaub)
An Ordinance granting to Hyperfiber of Washington, LLC dba Ripple Riber, a Delaware Limited Liability Company, a franchise for Wireline Telecommunications

Meeting Date:
November 17, 2025

Department:
Public Works

Attachments:
Ordinance No. 7007

Budget Impact:

Administrative Recommendation:
City Council to approve Ordinance No. 7007.

Background for Motion:
This Ordinance would allow Hyperfiber of Washington, LLC dba Ripple Fiber 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.

Hyperfiber of Washington, LLC dba Ripple Fiber has applied for a Franchise Agreement to install fiber optic cable and electronic infrastructure in the public ways within the City limits. Hyperfiber 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 October 27, 2025, Study Session discussing draft Ordinance No. 7007. A Public Hearing to consider this application and hear public comment was held before the City Council on November 3, 2025, in accordance with Auburn City Code 20.04.040.

Ordinance No. 7007 authorizes Franchise Agreement No. FRN25-0005 with Hyperfiber of Washington, LLC dba Ripple Fiber subject to the terms and conditions outlined in the Ordinance.

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

ORDINANCE NO. 7007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO HYPERFIBER OF WASHINGTON, LLC DBA RIPPLE FIBER, A DELAWARE LIMITED LIABILITY COMPANY, A FRANCHISE FOR WIRELINE TELECOMMUNICATIONS

WHEREAS, Hyperfiber of Washington, LLC dba Ripple Fiber, a Delaware limited liability company ("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. 7007 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:	Hyperfiber of Washington, LLC dba Ripple Fiber Attn: Lance van der Spuy 6000 Fairview Rd., Suite 300 Charlotte, NC 28210 Telephone: (470) 807-0922 Email Address: Lance@ripplefiber.com
with a copy to:	Ripple Fiber Attn: Joshua Runyan, Esq. Address: 6000 Fairview Rd., Suite 300 Charlotte, NC 28210 Telephone: 704-989-3217 Email Address: josh@ripplefiber.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: 800-359-5767.

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: ____

Ordinance No. 7007
Franchise Agreement No. FRN25-0005
October 3, 2025
Page 16 of 17

EXHIBIT “A”

STATEMENT OF ACCEPTANCE

Hyperfiber of Washington, LLC dba Ripple Fiber, 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: Hyperfiber of Washington, LLC dba Ripple Fiber
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: ______________

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 7008 (Thomas)
An Ordinance amending Sections 3.60.010 and 3.60.020 of the Auburn Municipal Code to authorize an additional one tenth of one percent Sales and Use Tax for Criminal Justice purposes in accordance with Section 201, Chapter 350, Laws of 2025, providing for severability, and establishing an effective date

Meeting Date:
November 17, 2025

Department:
Finance

Attachments:
Ordinance No. 7008

Budget Impact:

Administrative Recommendation:
City Council to approve Ordinance No. 7008.

Background for Motion:
Ordinance No. 7008 gives the City the ability to enact an additional .1% in Sales and Use Tax, which will be used to support the City's efforts to provide valuable public safety needs to the community, in accordance with RCW 43.101.540.

Background Summary:
Proposed Ordinance No. 7008 authorizes the City to enact an additional 0.1% sales and use tax as permitted under RCW 43.101.540. This statute allows cities to impose the tax to support local criminal justice efforts. The proposed tax is projected to generate approximately $2.7 million annually to help fund the City’s police, jail, human services, and public defense operations.

Public safety costs have continued to rise faster than general fund revenues. The additional tax would help (1) reduce pressure on existing general fund resources and (2) provide funding for critical police department technology and infrastructure upgrades.

Upon adoption of the Ordinance, the City must apply to the Washington State Criminal Justice Training Center (WSCJTC) and demonstrate compliance with the eligibility requirements established under RCW 43.101.540.

Adoption of this Odinance does not commit the Council to any specific spending programs beyond 2026. If approved, the City anticipates beginning tax collection on April 1, 2026, resulting in an estimated $2 million increase in revenue, which is currently proposed and reflected in the mid-biennial budget amendment. Further allocation of funds will be determined during the 2027–2028 Biennial Budget process to identify specific programs supported by this revenue.

Councilmember: Kate Baldwin

Staff: Jamie Thomas

ORDINANCE NO. 7008

AN ORDINANCE OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTIONS 3.60.010 AND 3.60.020 OF THE AUBURN MUNICIPAL CODE TO AUTHORIZE AN ADDITIONAL ONE TENTH OF ONE PERCENT SALES AND USE TAX FOR CRIMINAL JUSTICE PURPOSES IN ACCORDANCE WITH SECTION 201, CHAPTER 350, LAWS OF 2025, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Legislature enacted House Bill 2015 in the 2025 legislative session to provide qualified cities, towns, or counties to authorize, by Resolution or Ordinance, a new local option sales and use tax of one-tenth of one percent (0.1%) for criminal justice purposes; and

WHEREAS, the City Council seeks to enhance criminal justice funding; and

WHEREAS, the City's cost of maintain public safety services continues to outpace the growth of general fund sources that directly support public safety operations; and

WHEREAS, the sales and use tax authorized will represent a significant additional source of funding to address public safety needs in the City; and

WHEREAS, imposing the sales and use tax in furtherance of programs and services allowed by Section 201, Chapter 350, Laws of 2025, including addressing high-priority community safety needs; and

WHEREAS, the City Council finds that the city, through its law enforcement agency, the Auburn Police Department, meets the requirements to receive a grant from the Local Law Enforcement Grant Program created in Section 101, Chapter 350, Laws of Washington 2025; and

WHEREAS, the city voters have not repealed by referendum the criminal justice sales tax imposed pursuant to RCW 82.14.340 or rejected a ballot proposition to impose the public safety sales tax authorized by RCW 82.14.450 in the previous 12 months;

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

Section 1. The City Council finds that the City meets the eligibility requirements to impose the sales and use tax authorized by Section 201, Chapter 350, Laws of 2025, and if there were any documentation deficiencies identified by the CJTC, such deficiencies will be rectified.

Section 2. All portions of the Auburn Municipal Code in this Ordinance that are not shown in strikethrough and underline edits or are not explicitly repealed herein remain in effect and unchanged.

Section 3. Section 3.60.010 of the Auburn Municipal Code is amended to add a new subsection C to read as follows:

> C. There is hereby imposed an additional sales or use tax upon every taxable event, as defined in RCW 82.14.020, occurring within the City, as authorized by Section 201, Chapter 350, Laws of 2025. Money collected under this subsection must be used for criminal justice purposes, as defined

in Section 201, Chapter 350, Laws of 2025 (or as may be amended in the future).

Section 4. Section 3.60.020 of the Auburn Municipal Code is amended to add new subsections C and D to read as follows:

C. The tax imposed under AMC 3.60.010 C is assessed on the selling price in the case of a sales tax, or value of the article used, in the case of a use tax. The rate of such tax imposed shall be one-tenth of one percent, as allowed under Section 201, Chapter 350, Laws of 2025 (or as may be amended in the future).

D. To the extent an additional sales tax imposed by the City would cause the total rate of tax for sales of lodging to exceed the maximum amount allowed by RCW 82.14.410, sales of lodging shall be exempt from the portion of the tax that would be prohibited by Chapter 82.14 RCW.

Section 5. Upon approval of the City Attorney, the City Clerk is authorized to direct the codifier to make necessary corrections to this Ordinance, including the corrections of scriveners or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering and references. The City Clerk is further authorized to direct the codifier to update any chapter, section, or subsection titles in the Auburn Municipal Code affected by this Ordinance, and to replace references to Section 201, Chapter 350, Laws of 2025 with applicable RCW section references as such sections are codified.

Section 6. If any section, subsection, sentence, clause, phrase, or word of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the constitutionality of any other section, subsection, sentence, clause, phrase, or word of this Ordinance.

Section 7. This Ordinance shall be in full force and effect five (5) days after publication of a summary of this Ordinance in the City's official newspaper, the additional tax imposed in Sections 3 and 4 shall apply to taxable events occurring on or after April 1, 2026. The summary shall consist of this Ordinance's title.

INTRODUCED: _______________

PASSED: ____________________

APPROVED: _________________

____
NANCY BACKUS, MAYOR

ATTEST:

____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

____
Jason Whalen, City Attorney

Published: ____

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5868 (Martinson)
A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Office of Public Defense to accept and expend grant funds for public defense improvement

Meeting Date:
November 17, 2025

Department:
Human Resources and Risk Management

Attachments:
RES 5868_OPD Public Defense Improvement Grant Funding - 11.17.25, RES 5868_OPD Public Defense Improvement Grant Agreement - IAA26043_Auburn - Unsigned

Budget Impact:
$50,930.00

Administrative Recommendation:
City Council to adopt Resolution No. 5868.

Background for Motion:
Resolution No. 5868 would allow the City to accept $50,930.00 in grant funding from the Washington State Office of Public Defense for the purpose of improving Public Defense Services.

Background Summary:
The City of Auburn Human Resources Department is the recipient of a $50,930.00 grant from the Washington State Office of Public Defense. This grant is for the purpose of improving the quality of Public Defense Services in Washington municipalities in accordance with chapter 10.101 RCW. The grant award is specific to public defense counsel and can be utilized to offset costs associated with onboarding additional public defenders to reduce public defense caseloads per the Washington State Supreme Court Standards. Two-thirds of the funds received under this grant will be disbursed to the City by January 2026 for intended use during the calendar year 2026. The remaining third of the funds received under this grant will be disbursed to the City in January 2027 for intended use through June 30, 2027.

Councilmember: Cheryl Rakes

Staff: Candis Martinson

RESOLUTION NO. 5868

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND THE OFFICE OF PUBLIC DEFENSE TO ACCEPT AND EXPEND GRANT FUNDS FOR PUBLIC DEFENSE IMPROVEMENT

WHEREAS, RCW 10.101 establishes standards for the provision of public defense services to ensure effective assistance of counsel and equitable access to justice for indigent defendants; and

WHEREAS, the Washington State Office of Public Defense has made grant funds available to local jurisdictions to enhance the quality and effectiveness of public defense services; and

WHEREAS, the City of Auburn is committed to maintaining constitutionally adequate public defense services and strengthening the administration, oversight, and delivery of those services; and

WHEREAS, the expenditures of these grant funds are intended for public defense improvements and new expenses occurring in calendar years 2026 through June 2027; and

WHEREAS, acceptance of this grant funding will advance the City's ongoing efforts to ensure fairness, efficiency and compliance with constitutional and statutory standards for public defense; and

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

Section 1. The Mayor is authorized to execute an agreement between the City of Auburn and the Office of Public Defense to accept grant funds, and to expend such funds. The 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 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

Washington State Office of Public Defense

FACE SHEET RCW 10.101.070 FUNDS

Purpose

The Chapter 10.101 RCW city grants are competitive grants for the purpose of improving the quality of public defense services in Washington municipalities.

The Office of Public Defense (OPD) and Recipient, as defined below, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start January 1, 2026 and end June 30, 2027. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, General Terms and Conditions, and Exhibits A, B, and C.

Recipient

City of Auburn
25 W Main Street
Auburn, WA 98001

Office of Public Defense (OPD)

711 Capitol Way South, Suite 106
PO Box 40957
Olympia, WA 98504-0957

Recipient Representative

Nancy Backus
Mayor
City of Auburn

OPD Representative

Geoffrey Hulsey
Managing Attorney
WA State Office of Public Defense

Distribution Amount

$50,930.00

Use Period

January 1, 2026 through June 30, 2027

For the Recipient

____
Signature

____
Printed Name

____
Title

____
Date

For OPD

____
Signature

Geoffrey D. Hulsey
Printed Name

Managing Attorney
Public Defense Improvement Program, OPD
Title

____
Date

Special Terms and Conditions

1. Agreement Management

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

a. The Representative for OPD and their contact information are identified on the Face Sheet of this Agreement.

b. The Representative for the Recipient and their contact information are identified on the Face Sheet of this Agreement.

2. Distribution Amount

The Distribution Amount is **$50,930.00** Dollars **(Fifty thousand nine hundred thirty dollars and zero cents**) to be used for the purpose(s) described in the USE OF FUNDS below. Two-thirds of the award amount shall be disbursed to Recipient in January 2026 for intended use during calendar year 2026. The remaining third shall be disbursed to Recipient in January 2027 for intended use through June 30th during the calendar year 2027. The disbursement of any grant funds is subject to the availability of funding appropriated to OPD by the Washington State Legislature.

3. Prohibited Use of Funds

(as adopted in OPD Policy County/City Use of State Public Defense Improvement Funds)

a. Grant funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of state grant funds.

b. Funds cannot be spent on purely city or court administrative functions or billing costs.

c. Grant funds cannot be used for cost allocation.

d. Grant funds cannot be used for indigency screening costs.

e. Grant funds cannot be used for city or court technology systems or administrative equipment.

f. Funds cannot be used for county attorney time, including advice on public defense contracting.

g. Funds cannot be used for in-court interpreter services required under Chapter 2.43 RCW.

h. Funds cannot be used for pre-trial monitoring of public defense clients (e.g., SCRAM, EHM, UA)

4. Use of Funds

a. Recipient agrees to use the RCW 10.101.070 funds to improve the quality of legal representation directly received by indigent defendants.

b. Recipient agrees to use the funds for the following purpose(s):

    i. Providing an attorney coordinator who oversees contracts with attorneys providing public defense
    ii. Adding attorneys to reduce public defense caseloads
    iii. Increasing public defense attorney compensation
    iv. Public Defense Signing Bonuses

c. Recipient agrees to use the funds between January 1, 2026 and June 30, 2027. If Recipient is unable to use the funds in the Use Period, the Recipient agrees to notify OPD to determine what action needs to be taken.
d. If Recipient's Statewide Vendor (SWV) registration does not accept EFT, Recipient agrees to deposit the RCW 10.101.070 funds within 14 days of receipt.

5. Oversight

a. Recipient agrees to provide reports to OPD due no later than June 1, 2026, December 1, 2026, and June 1, 2027. Exhibits A, B, and C report templates will be provided by OPD. The first report must be submitted along with the Recipient's public defense attorneys' contracts, certifications of compliance, and other required documentation.
b. Over the duration of the Use Period, OPD may conduct site visits for purposes of addressing improvements to public defense and ensuring the use of grant funds for their specified purposes. At OPD's request, Recipient will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and county representatives.

6. Order of Precedence

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

a. Applicable federal and state of Washington statutes, regulations, and court rules
b. Special Terms and Conditions
c. General Terms and Conditions

General Terms and Conditions

1. ALL WRITINGS CONTAINED HEREIN

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

2. AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is 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" 29 CFR Part 35.**

The Recipient 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 Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Recipient without prior written consent of OPD.

5. **ATTORNEY'S FEES**
Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.

6. **CONFORMANCE**
If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. **CORRECTIONS**
If there are non-substantive typographical, grammar, scrivener's or drafting errors (such as erroneous numerical figures, incorrect dates, misspelled words, errant commas, etc.), OPD reserves the right to correct said errors at any time, without prior notice.

8. **COUNTERPARTS**
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.

9. **ELECTRONIC SIGNATURES**
An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

10. **ETHICS/CONFLICTS OF INTEREST**
In performing under this Agreement, the Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

11. **FORCE MAJEURE**
Neither Agency nor OPD shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except Subcontractors). In the event a Force Majeure occurs after the effective date and prior to completion or expiration date of this Agreement, OPD, at its sole discretion, may elect to suspend performance of the Agreement until OPD determines the Force Majeure event resolved. OPD may exercise this option with no notification restrictions.

12. **GOVERNING LAW AND VENUE**
This Agreement 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 the Superior Court for Thurston County.

13. **INDEMNIFICATION**
To the fullest extent permitted by law, the Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and

against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.

14. LAWS

The Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

15. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.

16. NONEXCLUSIVELY

This Agreement is non-exclusive. During the term of this Agreement, the OPD reserves the right to enter into agreements with other parties as it deems fit. Nothing contained in this Agreement shall be construed to limit in any way the OPD's right to enter a like or similar agreement or grant a like or similar award to any other entity or party on such terms as the OPD may in its sole discretion deem appropriate.

17. PUBLIC INFORMATION

Unless statutorily exempt from public disclosure, this Agreement and all related records are subject to public disclosure as required by Washington's General Rule 31.1, Access to Administrative Records. Agency when submitting records to OPD or otherwise making written inquiries or requests to OPD, shall redact any confidential information contained therein and shall not identify clients or other case-related parties by name.

18. RECAPTURE

In the event that the Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

19. RECORDS MAINTENANCE

The Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. 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 finally resolved.

20. RIGHT OF INSPECTION

At no additional cost all records relating to the Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Recipient shall provide access to its facilities for this purpose.

21. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

22. SURVIVORSHIP

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Agreement shall so survive.

23. SUSPENSION FOR CONVENIENCE

OPD may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Agency a minimum of seven (7) calendar days before the suspension date. Agency shall resume performance on the first business day following the suspension period unless another day is specified in writing by OPD prior to the expiration of the suspension period.

24. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

25. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.

26. TERMINATION FOR NON-AVAILABILITY OF FUNDS

OPD’s ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, OPD, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. OPD may also elect to suspend performance of the Agreement until OPD determines the funding insufficiency is resolved. OPD may exercise any of these options with no notification restrictions, although OPD will make a reasonable attempt to provide notice.

In the event of termination or suspension, OPD will reimburse eligible costs incurred by the Agency through the effective date of termination or suspension. Reimbursed costs must be agreed to by OPD and the Agency. In no event shall OPD’s reimbursement exceed OPD’s total responsibility under the Agreement and any amendments.

27. WAIVER

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 Agreement unless stated to be such in writing.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5870 (Gaub)
A Resolution authorizing the Mayor to accept and administer a Commute Trip Reduction formula grant award from the Washington State Department of Transportation

Meeting Date:
November 17, 2025

Department:
Public Works

Attachments:
Resolution No. 5870, FINAL
PTD1198-City of Auburn - CTR

Budget Impact:

Administrative Recommendation:
City Council to adopt Resolution No. 5870.

Background for Motion:
Resolution No. 5870 would authorize the acceptance and administration of the Commute Trip Reduction formula grant award of $90,100 from the Washington State Department of Transportation. The grant is awarded to counties and local jurisdictions for the implementation of the Commute Trip Reduction Law.

Background Summary:
Resolution No. 5870 authorizes the acceptance and administration of the Commute Trip Reduction (CTR) formula grant award from the Washington State Department of Transportation (WSDOT).

CTR is intended to reduce vehicle congestion and, by extension, lower emissions of air contaminants through the reduction of single-occupant vehicle trips. Single-occupant vehicle trips are reduced through implementing transportation demand management strategies primarily in coordination with major employers. Per RCW 70A.15.4020, the City of Auburn, as a city within an urban growth area, is required to implement the CTR law within its jurisdiction.

City Council first adopted CTR Code in 1991 and a CTR Plan in 1993. Both City Code and the CTR Plan have been updated in 1999, 2010, and earlier this year in May of 2025, pursuant to Ordinance No. 6981 and Resolution No. 5831, respectively. There are currently 14 CTR-affected worksites in Auburn to which City staff administers CTR requirements.

The CTR grant funding is allocated to the City by WSDOT for the implementation of the CTR Law within the City limits.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

RESOLUTION NO. <u>5870</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO ACCEPT AND ADMINISTER A COMMUTE TRIP REDUCTION FORMULA GRANT AWARD FROM THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

WHEREAS, RCW 70A.15 and Auburn City Code (ACC) 10.02 require the City to implement a Commute Trip Reduction (CTR) plan; and

WHEREAS, the Washington State Department of Transportation (WSDOT) awards cities financial grants to assist them in implementing CTR plans. WSDOT awards these grants every 2 years, and establishes the grant amounts through a formula developed by the WSDOT Commute Trip Reduction Board; and

WHEREAS, the WSDOT has awarded the City a $90,100 CTR formula grant for the 2025-2027 biennium; and

WHEREAS, acceptance of this grant is in the best interest of the City and its residents in financing and administering the City's CTR plan.

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

<u>Section 1.</u> The Mayor is authorized to accept and administer the WSDOT CTR formula grant in the amount of $90,100.

<u>Section 2.</u> The Mayor is authorized to negotiate, enter, and administer agreements and agreement amendments to spend the grant funds for the CTR program, and 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

Washington State Department of Transportation

Public Transportation Division
310 Maple Park Avenue S.E.
P.O. Box 47387
Olympia, WA 98504-7387

WSDOT Contact: Patrick Green
206-440-4026
patrick.green@wsdot.wa.gov

<table>
<tr><th colspan="4">Commute Trip Reduction (CTR)</th></tr>
<tr><td>Agreement Number</td><td>PTD1198</td><td rowspan="2">Grantee:</td><td rowspan="2">City of Auburn

25 W Main Street
Auburn, WA 98001</td></tr>
<tr><td>Term of Project</td><td>July 1, 2025 through June 30, 2027</td></tr>
<tr><td>Vendor #</td><td>SW000206900</td><td>Contact:</td><td>Veronica Bean
vbean@auburnwa.gov</td></tr>
</table>

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Grantee identified above, hereinafter the "GRANTEE," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, the State of Washington in its Sessions Laws of 2025, ESSB 5161, Sections 221 and 308, authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2025-2027 biennial appropriations to WSDOT; and

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

SCOPE OF WORK AND BUDGET

The GRANTEE agrees to provide Transportation Demand Management (TDM) services, primarily used to support local Commute Trip Reduction (CTR) programs associated with the Statewide Commute Trip Reduction Program, including: 1) Development and submission of an Administrative Work Plan by the end of the first quarter of this AGREEMENT that must be approved by WSDOT in writing; and 2) Implementation of the strategies and production of the deliverables outlined in the WSDOT-approved Administrative Work Plan in order to implement a CTR program. The Administrative Work Plan shall be incorporated as an amendment to this AGREEMENT.

Funds	Current Funds
Commute Trip Reduction (MMA)	$ 90,100
Total Project Cost	**$ 90,100**

Budget: Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2025-2027 biennium.

Section 2
Purpose of Agreement

The purpose of this AGREEMENT is for WSDOT to provide funds to the GRANTEE for public transportation services that meet the needs of persons in the State of Washington.

Section 3
Scope of Project

The GRANTEE agrees to perform all designated tasks of the Project under this AGREEMENT as described in “Scope of Work and Budget”.

Section 4
Term of Agreement

The GRANTEE shall commence, perform, and complete the work identified under this AGREEMENT within the time defined in the caption space header titled “Term of Agreement” on this AGREEMENT regardless of the date of signature and execution of this AGREEMENT unless terminated as provided herein.

Section 5
General Compliance Assurance

A. The GRANTEE agrees to comply with all instructions as prescribed in WSDOT’s Public Transportation Grant Guidebook, Chapter 8: Commute Trip Reduction program, hereinafter referred to as the “Guidebook”, and any amendments thereto, found at https://wsdot.wa.gov/business-wsdot/grants/public-transportation-grants/manage-your-public-transportation-grant, which by this reference is fully incorporated herein.
B. The GRANTEE agrees that WSDOT, and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the GRANTEE with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regard to any matter arising under this AGREEMENT.

Section 6
Administrative Work Plan

The GRANTEE agrees to submit to WSDOT an administrative work plan by the end of the first quarter of this agreement or when the GRANTEE submits its first invoice, whichever is sooner. The administrative work plan will include the following elements:

A. The work plan shall identify the activities and deliverables associated with this AGREEMENT and other strategies as defined in the approved and locally adopted CTR plans. These plans may include, but are not limited to, recruiting new employer worksites, reviewing employer programs and providing site-specific suggestions for improved CTR performance, administering surveys, , reviewing program exemption requests, providing employer training, providing incentives, performing promotion and marketing, and providing emergency ride home and other commuter services.
B. The administrative work plan may be revised based on a mutual written agreement between the WSDOT Project Manager and the GRANTEE.

Section 7
CTR Plan

The GRANTEE shall review their CTR plan annually to ensure consistency with all applicable plans related to their CTR program.

Section 8
Survey Coordination

The GRANTEE agrees to coordinate with WSDOT and its contracting partners for Commute Trip Reduction employer surveys.

Section 9
Database Updates

The GRANTEE agrees to provide WSDOT with updated lists of affected or participating worksites, employee transportation coordinators, and jurisdiction contacts, as requested. These updates will be submitted in a format specified by WSDOT.

Section 10
Use of State Funds for Incentives

The GRANTEE agrees to use State funds provided as part of this AGREEMENT in accordance with incentives guidance that WSDOT shall provide to the GRANTEE.

Section 11
Coordination with Regional Transportation Planning Organizations (RTPO)

TheGRANTEE agrees to notify the regional transportation planning organization (RTPO) of any substantial changes to its plans and programs that could impact the success of the regional CTR plan. The GRANTEE agrees to provide information about the progress of its CTR plan and programs to the RTPO upon request.

Section 12
Project Records

The GRANTEE agrees to establish and maintain accounts for the Project in order to sufficiently and properly reflect all eligible direct and related indirect Project costs incurred in the performance of this AGREEMENT. Such accounts are referred to herein collectively as the "Project Account." All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

Section 13
Funding Distribution

The GRANTEE may distribute funds to local jurisdictions to include counties, cities, transit agencies, Transportation Management Associations, Metropolitan Planning Organizations, or other eligible organizations authorized to enter into agreements for the purposes of implementing CTR, plans as applicable, and as authorized by RCW 70A.15.4080, and by ordinances adopted pursuant to RCW 70A.15.4020(5).

Section 14
Reports

The GRANTEE shall prepare and submit quarterly program reports pursuant to this agreement and as prescribed in WSDOT's Guidebook. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted.

Section 15
Implementation Plans

The GRANTEE shall incorporate appropriate sections of the "Scope of Work and Budget" and description of allowable incentives in accordance with the incentives guidance provided to the GRANTEE by WSDOT as set forth in Section 10 of this AGREEMENT, as well as the WSDOT-approved Administrative Work Plan, in all agreements with an eligible contracting partner(s), as necessary, to coordinate the development, implementation, and administration of such CTR plans, and in compliance with applicable ordinances.

Section 16
Assignments and Subcontracts

A. The GRANTEE shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the GRANTEE in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone, not under the GRANTEE's direct supervision.
B. The GRANTEE agrees to include all applicable sections of the AGREEMENT such as **Sections 5, 10, 11, and Sections 15 through 27,** of this AGREEMENT in each subcontract and in all contracts, it enters into for the employment of any individual, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 17
Reimbursement and Payment

A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by the GRANTEE for reimbursement. Failure to send in progress reports and financial information as required in **Section 14 – "Reports**" may delay payment. The GRANTEE shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.
B. **State Fiscal Year End Closure Requirement (RCW 43.88**): The GRANTEE shall submit an invoice for completed work in the same state fiscal period in which the work was performed. As defined in RCW 43.88, the state fiscal period starts on July 1 and ends on June 30 of the following year. Reimbursement requests must be received by July 15 of each state fiscal period. If the GRANTEE is unable to provide an invoice by this date, the GRANTEE shall provide an estimate of the expenses to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 18
Energy Credit

To the extent GRANTEE receives any monies from the sale or disposition of energy credits, decarbonization credits, environmental credits, or any other monies through its participation of a like program, GRANTEE agrees to reinvest those monies into services and projects consistent with the STATE'S public transportation grant program. GRANTEE'S obligation to reinvest these monies under this provision shall be in an amount no less than the proportion of the STATE'S funding of this AGREEMENT.

Section 19
Civil rights

The GRANTEE shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any WSDOT-assisted contract or in the administration of its public transportation services.

Section 20
Compliance with Laws and Regulations

A. The GRANTEE agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The GRANTEE will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW.

B. Additionally, the GRANTEE agrees to comply, as applicable, with the following:
   1. SB 5974 Move Ahead Washington
   2. RCW 70A.02 Healthy Environmental for All (HEAL) ACT,
   3. RCW 70A. 65.260 Climate Commitment ACT, and
   4. Chapter 49.46 RCW – Minimum Wage Requirements & Labor Standards
   5. RCW 43.21C State Environmental Policy Act (SEPA)
   6. Executive Order 21-02 Archeological and Cultural Resources

C. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the GRANTEE to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violates state or local law or would require the GRANTEE to violate state or local law, the GRANTEE agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the GRANTEE agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

Section 21
Ethics

A. Relationships with Employees and Officers of WSDOT. The GRANTEE shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall GRANTEE knowingly rent or purchase any equipment and materials from any employee or officer of WSDOT.

B. Employment of Former WSDOT Employees. The GRANTEE hereby warrants that it shall not engage on a full-time, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without written consent of WSDOT.

Section 22
Anti-Lobbying

A. It is WSDOT's policy that no funds awarded through the agency to grantees can be used for lobbying activities.
B. GRANTEEs who receive an award through WSDOT shall certify on an annual basis that the awarded funds ae not used for lobbying activities. This certification may be provided as part of the Certification & Assurances annual submittal.

Section 23
Audits, Inspections, and Records Retention

WSDOT, the State Auditor, and any of their representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the GRANTEE's records with respect to all matters covered by this AGREEMENT. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this AGREEMENT. In order to facilitate any audits and inspections, the GRANTEE shall retain all documents, papers, accounting records, and other materials pertaining to this AGREEMENT for six (6) years from the date of completion of the Project or the Project's final payment date. However, in case of audit or litigation extending past that six (6) year's period, then the GRANTEE must retain all records until the audit or litigation is completed. The GRANTEE shall be responsible to assure that the GRANTEE and any subcontractors of the GRANTEE comply with the provisions of this section and provide WSDOT, the State Auditor, and any of their representatives, access to such records within the scope of this AGREEMENT.

Section 24
Recapture Provision

In the event that the GRANTEE fails to expend State Funds in accordance with state law and/or the provisions of this AGREEMENT, WSDOT reserves the right to recapture State Funds in an amount equivalent to the extent of noncompliance. The GRANTEE agrees to repay such State Funds under this recapture provision within thirty (30) days of demand.

Section 25
No obligation by the state government

No contract between the GRANTEE and its subcontractors shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

Section 26
Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

Section 27
Agreement Modifications

A. Either PARTY may request changes to this AGREEMENT, including changes in the Scope of Work and Budget. Such changes that are mutually agreed upon shall be incorporated as written amendments to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES. However, changes to the Project title, the contact person of either PARTY, biennial adjustments with no impact to the overall project cost, or adding the Administrative Work Plan, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision or documentation in the Grants Management System. WSDOT shall notify the GRANTEE of any such approved revision in writing.
B. If there is an increase or decrease in funding under this AGREEMENT, the GRANTEE and WSDOT agree to enter into a written amendment to this AGREEMENT, providing for an appropriate change in the Scope of Work and Budget and/or the Total Project Cost in order to reflect any such increase in funding.

Section 28
Changed Conditions Affecting Performance

The GRANTEE hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

Section 29
Remedies for Misuse or Noncompliance.

If WSDOT determines that the Project has been used in a manner materially different from Section 1, WSDOT may direct the GRANTEE to repay WSDOT the State-funded share of the Project. WSDOT may also withhold payments should it determine that the GRANTEE has failed to materially comply with any provision of this AGREEMENT.

Section 30
Disputes

A. Disputes. Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division's Assistant Director or Designee. This decision shall be final and conclusive unless within ten (10) days from the date of GRANTEE'S receipt of WSDOT's written decision, the GRANTEE mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The GRANTEE's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the GRANTEE, and the GRANTEE shall abide by the decision.
B. Performance During Dispute. Unless otherwise directed by WSDOT, GRANTEE shall continue performance under this AGREEMENT while matters in dispute are being resolved.

Section 31
Termination

A. **Termination for Convenience**. WSDOT and/or the GRANTEE may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the GRANTEE shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However, if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The GRANTEE is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of a war or in the interest of national defense; or an Executive Order of the President or Governor of the state with respect to the preservation of energy resources;
4. The GRANTEE is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the GRANTEE; or
5. The state Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project.
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the GRANTEE for all costs payable under this AGREEMENT that the GRANTEE properly incurred prior to termination. The GRANTEE shall promptly submit its claim for reimbursement to WSDOT. If the GRANTEE has any property in its possession belonging to WSDOT, the GRANTEE will account for the same and dispose of it in the manner WSDOT directs.

B. **Termination for Default**. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the GRANTEE, if the GRANTEE materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the GRANTEE operates;
3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in violation of, any provision of this AGREEMENT.
5. WSDOT shall serve a notice of termination on the GRANTEE, setting forth the manner in which the GRANTEE is in default. If it is later determined by WSDOT that the GRANTEE had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the GRANTEE, such as a strike, fire or flood, WSDOT may: (a) allow the GRANTEE to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion, may, in the case of a termination for breach or default, allow the GRANTEE ten 10 business days, or such longer period as determined by WSDOT, in which to cure the defect. In such cases, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the GRANTEE fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to GRANTEE. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against GRANTEE and its sureties for said breach or default.
D. In the event that WSDOT elects to waive its remedies for any breach by GRANTEE of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.
E. Any termination of the AGREEMENT, whether for convenience or for default, that requires the AGREEMENT to be terminated or discontinued before the specified end date set forth in the caption header, “Term of Project”, shall require WSDOT to amend the AGREEMENT by written amendment to reflect the termination date and reason for termination.

Section 32
Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy under this agreement, or otherwise afforded by law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 33
Waiver

In no event shall any WSDOT payment of grant funds to the GRANTEE constitute or be construed as a waiver by WSDOT of any GRANTEE breach, or default, and shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default. In no event shall acceptance of any WSDOT payment of grant funds by the GRANTEE constitute or be construed as a waiver by GRANTEE of any WSDOT breach, or default which shall in no way impair or prejudice any right or remedy available to GRANTEE with respect to any breach or default.

Section 34
WSDOT Advice

The GRANTEE bears complete responsibility for the administration and success of the work as it is defined in this AGREEMENT and any amendments thereto. Although the GRANTEE may seek the advice of WSDOT, the offering of WSDOT advice shall not modify the GRANTEE’s rights and obligations under this AGREEMENT and WSDOT shall not be held liable for any advice offered to the GRANTEE.

Section 35
Limitation of Liability and Indemnification

A. The GRANTEE shall indemnify and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as “claims”), of whatsoever kind or nature brought against WSDOT, arising out of, in connection with or incident to this AGREEMENT and/or the GRANTEE’s performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against WSDOT, its agents, employees, and officers arising out of, in connection with, or incident to the acts or omissions of the GRANTEE, its agents, employees, and officers. Provided, however, that nothing herein shall require the

GRANTEE to indemnify and hold harmless or defend the WSDOT, its agents, employees, or officers to the extent that claims are caused by the acts or omissions of the WSDOT, its agents, employees, or officers. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The GRANTEE shall be deemed an independent GRANTEE for all purposes, and the employees of the GRANTEE or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The GRANTEE specifically assumes potential liability for actions brought by the GRANTEE's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the GRANTEE specifically waives any immunity under the state Industrial Insurance Law, Title 51 Revised Code of Washington.

D. In the event either the GRANTEE or WSDOT incurs attorney fees, costs, or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs, and expenses shall be recoverable by the prevailing PARTY.

Section 36
Governing Law, Venue, and Process

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance thereof shall be governed by the laws of the state of Washington. 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 shall be initiated in the state of Washington Thurston County Superior Court situated in Thurston County.

Section 37
Order of Precedence

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. State law
2. This AGREEMENT
3. CTR Guidebook

Section 38
Severability

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, that in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

Section 39
Counterparts

This AGREEMENT may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The GRANTEE does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned in such executed counterpart and does hereby accept State Funds and agrees to all of the terms and conditions thereof.

Section 40
Execution

This AGREEMENT is executed by the Director of the Public Transportation Division, Washington State Department of Transportation, or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for, and on behalf of the Washington State Department of Transportation, in his/her capacity as Director of the Public Transportation Division.

Section 41
Binding Agreement

The undersigned acknowledges that they are authorized to execute the AGREEMENT and bind their respective agency(ies) and/or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year last signed below.

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	CITY OF AUBURN
______________________________	______________________________
Authorized Representative Public Transportation Division	Nancy Backus
	______________________________
	Mayor
	______________________________
	Print Name
______________________________	______________________________
Date	Date
	Approved as to legal form:
	______________________________
	Jason M. Whalen, City Attorney

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5872 (Whalen)
A Resolution amending the City of Auburn Fee Schedule

Meeting Date:
November 17, 2025

Department:	**Attachments:**	**Budget Impact:**
Legal	Resolution No. 5872, Planning Section A.7 Proposed Changes, Public Works Section B.7 Proposed Changes, Finance Proposed Changes	

Administrative Recommendation:
City Council to adopt Resolution No. 5872.

Background for Motion:
The City Council passed Ordinance No. 5833, which provided for the adoption of a Fee Schedule. Every year, City staff reviews the fees charged by their respective departments and recommends adjustments based on current costs or inflation where appropriate. On October 20, 2025, City Council adopted Resolution No. 5860, which approved proposed fee adjustments to amend the City of Auburn Fee Schedule for 2026. Resolution No. 5872 would further amend the Fee Schedule for 2026.

Background Summary:
Resolution No. 5872 proposes modifications to the City's Fee Schedule for 2026 implementation. The proposed modifications, as detailed below, are revisions that were not yet known at the time of adoption of Ordinance No. 5860 for the overall 2026 Fee Schedule. The update was made to reflect current costs and adjustments for inflation where appropriate.

A revision to Section A.7 is proposed for consistency with impending changes to rental housing licensing. The City is currently working with the Washington State Department of Revenue (DOR) to onboard the City's Rental Housing Business Licenses with the State. In 2026, applications and renewals for rental housing licenses will be made directly through the DOR's Business Licensing Service (BLS). As a result of this transition, rental licenses will have a 12-month term from the date of application and will no longer expire at the end of the calendar year. A revision is also proposed to remove language referencing that a no-fee general business license is required in addition to the rental license. In practice, the rental license fee is assessed as part of the business license process and there is no need for a duplicate or redundant license or license application.

The proposed update for 2026 includes changes to the System Development Charges (SDC) for water, sewer, and storm drainage in section B.7 of the Fee Schedule. These fees were developed as part of the 2025 Utility Rate Study that was reviewed at the November 10, 2025, Council Study Session. The revisions included an increase to the Water SDC of 4.14% and a decrease to the Sewer and Storm SDC's of -0.49% and -1.09%, respectively.

Councilmember: Kate Baldwin **Staff:** Jason Whalen

RESOLUTION NO. <u>5872</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING THE CITY OF AUBURN FEE SCHEDULE

WHEREAS, the City of Auburn provides various services, a number of which entail charging a fee; and

WHEREAS, the City Council provided for the adoption of a Fee Schedule with the passage of Ordinance 5860; and

WHEREAS, it is appropriate to review and amend the schedule for City fees to be charged in 2026.

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

<u>Section 1.</u> The City of Auburn Fee Schedule is amended as set forth in the attached document.

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

<u>Section 3.</u> 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 FEE SCHEDULE
FEES FOR CITY PERMITS, LICENSES, PUBLICATIONS, AND ACTIONS
Effective January 1, 2026

A. PLANNING FEES *(Per Ordinance No. 5707, Ordinance No. 5715, Ordinance No. 5819, Resolution No. 3797, Resolution No. 3953, Resolution No. 4070, Resolution No. 4117, Resolution No. 4143, Ordinance No. 6077, Resolution No. 4272, Resolution No. 4424, Ordinance No. 6276, Resolution No. 4552, Ordinance No. 6295, Resolution No. 4868, Resolution No. 4880, Resolution 4964, Ordinance 6477, Resolution No. 5016, Resolution 5114, Resolution No. 5181, Resolution No. 5213, Resolution No. 5228, Resolution No. 5255, Resolution No. 5312, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, Resolution No. 5719 Resolution No. 5784~~, and~~ Resolution No. 5860 and Resolution No. 5872.)*

1. APPLICATION FEES: Applications for any action identified below shall not be accepted for filing, unless otherwise noted, until the fees per the below schedule have been paid to the City.[1]	
Additional Re-submittal Fee (applied after 3 city reviews of the application)	$137.00 per re-submittal
Administrative Use Permits	$2,124.00
Appeal of Administrative Decisions issued under Chapter 1.25, Title 3, Title 5, Title 8, Title 12, Title 14, Title 15, Title 16, Title 17, Title 18 or Title 19 to Hearing Examiner[1]. Hearing Examiner costs are included within the appeal fee and are therefore not billed separately.	$1,455.00
Preliminary Binding Site Plan[2]	$6,265.00 + $80.00/lot
Boundary Line Adjustment[1]: Residential (Single Family & Multi-Family) Non-Residential (includes mixed use projects)	 $1,758.00 $2,636.00
Boundary Line Elimination[1]	$732.00
Comprehensive Plan Map Amendments[3]	$8,865.00 (includes rezone application fee)
Comprehensive Plan Text Amendments[3]	$8,865.00
Conditional Use Permits[1, 6]: Residential (Single Family & Multi-Family)	 $2,770.00 + Hearing Examiner expenses.

[1] Please note that the City of Auburn may collect a review fee on behalf of the Valley Regional Fire Authority for certain land use and/or environmental reviews which fee is collected in addition to the City's required fees.

[2] Per Auburn City Code, a modification to an approved binding site plan shall be processed in the same manner as the original binding site plan approval. Therefore, the specified fee shall apply to a new or modified binding site plan approval request.

[3] Fees for amendments to text or maps of the Comprehensive Plan apply only where an applicant seeks an amendment affecting specific properties rather than the City generally or property within the City generally.

All Other (includes mixed use projects)	$4,152.00 + Hearing Examiner expenses.
Conditional Use Permits[4] – Minor Adjustment: Residential (Single Family & Multi-Family) All Other (includes mixed use projects)	 $1,529.00 $2,295.00
Critical Areas Review: Required on-site mitigation, monitoring & reporting[5] Critical Areas Determinations (Exemptions or Applicability) City review of environmental studies, plans or reports (whether submitted with another city application or not and includes one re-submittal) Critical Areas Variance – Administrative Critical Areas Variance or Reasonable Use Provision – hearing examiner[1, 6]	 $4,653.00 + actual costs for inspection and report preparation by contracted professional. $379.00 $379.00/study, plan or report $379.00 $1,425.00 + total hourly charge for Hearing Examiner + associated expenses to be paid by applicant prior to issuance of final decision.
Current Use Taxation	$1,174.00
Development Agreement and Amendments	$6,510.00 + $75.00/lot or dwelling unit
Architectural & Site Design Review and/or Major Modifications to Already Issued Design Review Decisions	$2,815.00
Architectural & Site Design Review Minor Modification (applies to already issued design review decisions)	$407.00
Eligible Facilities Request (EFR) Assoc. with modification of a wireless communication facility (WCF)	$150.00

[4] Per Auburn City Code, a major adjustment to an approved conditional use permit shall be processed in the same manner as the original conditional use permit approval. Therefore, the specified fee shall apply to a new request for conditional use permit approval or a request for a major adjustment to a previously approved conditional use permit approval.

[5] 30% of required on-site mitigation, monitoring & reporting will be paid prior to the applicant submitting for a second review or, if no second review is needed, before the City approves any associated permits. Remaining balance of any other outstanding fees will be paid by the applicant before the City issues associated permits.

Environmental Review: SEPA Checklist Review[1] – SFR and Middle Housing (includes City issuance of DNS, MDNS, or DS as appropriate; if a DS, this fee is in addition to the review of the EIS) SEPA Checklist Review[1] – All other projects (includes City issuance of DNS, MDNS, or DS as appropriate; if a DS, this fee is in addition to the review of the EIS) Revised or Supplemental SEPA Checklist review[1] – SFR and Middle Housing (includes City issuance of Addendum, if appropriate) Revised or Supplemental SEPA Checklist review[1] – All other projects (includes City issuance of Addendum, if appropriate) SEPA Exempt Determination SEPA 3rd Party Review	$1,200.00 $2,900.00 $400.00 $1,000 $379.00 Actual costs
Environmental Impact Statement	$12,695.00 + actual costs for preparation of draft & final statements including labor, materials, mailing & other actual costs relating to the drafting & circulating of the EIS.
Final Plats – Subdivisions and Final Binding Site Plans	$3,342.00 + $63.00/lot
Final Plats – Short Plats	$1,653.00 + $31.00/lot
Hearing Examiner – Conduct of Hearing and Preparation of Decision[6]	Total hourly charge for hearing examiner plus associated expenses to be paid by applicant prior to issuance of associated permits
Floodplain Development Permit: Level One	$456.00
Floodplain Development Permit: Level Two – Habitat impact Assessment	$1,304.00

[6] The total expense for the Hearing Examiner is the responsibility of the applicant and is in addition to the relevant application fee for applications requiring a public hearing before the Hearing Examiner (e.g. conditional use permit). The expense for Hearing Examiner services will be determined after the Hearing Examiner has provided an invoice to the City that itemizes expenses incurred and this will be entered in the electronic permit tracking system as a payment due the city from the Applicant prior to final project approval.

Floodplain Development Permit: Level Three – Habitat Impact Assessment & Hydraulic Analysis (Hydraulic Analysis to be Conducted by Outside Third-Party Consultant)	$2,280.00 + Third Party Review Fees
Mitigation Plan Review Associated with a Floodplain Development Permit	$1,240.00
City Acknowledgement Review of FEMA Flood Map Revision Application; for projects requiring public notification process additional fee will be assessed based on additional resubmittal fee and actual hours expended	$401.00
Floodplain Development Permit Exemption Letter	$379.00
Floodplain Elevation Certificate	$128.00
Landscape Plan Revision, including tree removal requests, after initial implementation and after city acceptance of initial maintenance period.	$342.00
Landscape/zoning compliance re-inspection	$133.00
Legal Lot Determinations: Affidavit/application for "Innocent Purchasers." Request/application for legal lot determination.	 $1,161.00 $2,695.00
Mining Permits	$5,315.00
Miscellaneous Administrative Decisions (i.e., sign area deviation, written code interpretations, etc.) Specific - Work Hour/Noise Exception	$2,721.00 $404.00
Plat Alteration or Vacation[6]	$5,781.00/request + Hearing Examiner expenses.
Plat Modification	$2,199.00/request
Preliminary Plats – Subdivisions[1, 6]	$11,600.00 + $143.00/lot + Hearing Examiner expenses.
Preliminary Plats – Short Plats[1]	$5,009.00 + $74.00/lot
Preliminary Site Plan Review (non-PUD)	$2,815.00
Pre-application Meeting	$379.00 – fee will be applied towards any related application made within one year of the date the pre-application meeting was held
Public Notice	Actual cost of publication, mailings, labor, and any additional costs
PUD – Major Adjustment[7]	$5,731.00

[7] A prior City Code amendment eliminated Planned Unit Developments (PUD). The PUD fees included herein are applicable only to the existing previously approved PUDs.

Public Notice Boards: 2' x 4' public notice board 4' x 4' public notice board	 $175.00 or at cost from sign vendor $200.00 or at cost from sign vendor
Rezone – zoning map amendment	$4,653.00
School Impact Fee Collection:[8] Per Single Family Dwelling Unit Per Multi-Family Dwelling Unit	 $80.00 $39.00
SEPA – *see Environmental Review*	
Shoreline: Shoreline Exemption Determination Shoreline Conditional Use Permit[6] Shoreline Substantial Development Permit[6] Shoreline Variance[6]	 $379.00 $4,162.00 + Hearing Examiner expenses. $4,162.00 + Hearing Examiner expenses. $4,162.00 + Hearing Examiner expenses.
Short Plat Modification	$2,137.00/requested modification
Site Plan Approval – PUD, Residential[7]	$2,815.00 + $74.00/lot or unit
Site Plan Approval - PUD, Non-residential[7]	$2,928.00 + $74.00/lot or unit
Special Exception:[1, 6] Single Family Residential; for a single lot request (to Hearing Examiner) All Other Instances	 $379.00 + Hearing Examiner expenses $1,425.00 + Hearing Examiner expenses
Special Home Occupation Permits	$655.00
Third Party Review of Reports	$237.00 + Actual Costs of Consultant
Three-Party Outside Utility Extension Agreement - Site Specific Review	$1,518.00 + plus the City's actual costs in performing under the terms of the agreement as negotiated between the parties
Type I Temporary Use Permit[1]	$268.00 $69.00 per extension request
Type II Temporary Use Permit[1]	$695.00 $69.00 per extension request

[8] The City collects an application fee to cover the reasonable cost of administration of the school impact fee program.

Variance:[1] Administrative Single Family Residential for a single lot request (to Hearing Examiner) All other instances (includes mixed use residential) (to Hearing Examiner)	 $2,978.00 $378.00+ Hearing Examiner expenses $4,465.00 + Hearing Examiner expenses
Zoning Certification Letter (per parcel): Residential (Single Family & Multi-Family Non-Residential (includes mixed use development)	 $80.00 $154.00
Zoning Code Text Amendment	$8,865.00
2. LAND CLEARING, GRADING AND FILLING FEES (*Per Ordinance No. 6146, Resolution No. 4272 Resolution No. 4424, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681 Resolution No. 5719, Resolution 5784 and Resolution No. 5860.*)	

Grading, Land Clearing, and Filling Fees:

Application Fee without FAC (for up to 500 cubic yards):	
Minor Grading Permit	$1,955.00
Single Family Residential for a single lot	$2,997.00
Non-Residential and Multi-Family	$9,772.00
Other (Early Clear and Grade Prior to, Utility, etc.)	$7,819.00
Application Fee with FAC (for up to 500 cubic yards)	$1,304.00
Over 500 cubic yards	Application Fee + $0.10/cubic yard

Additional Review:

Each additional grading plan review without FAC beyond a 3rd review prior to plan approval will require an additional fee of $1,144.00 be paid at the time of the additional review submittal. If the review requires more than 8 hours of staff time to complete an additional fee of $143.00 per hour will be charged and must be paid prior to plan approval.

Additional grading plan review without FAC required by changes, additions or revisions to plans during construction will require an additional fee of $572.00 be paid at the time the additional review is submitted and prior to any review being completed. If the review requires more than 4 hours of staff time to complete, an additional fee of $143.00 per hour will be charged and must be paid prior to plan approval.

3. BUILDING FEES *(per Ordinance 5715, Ordinance 5819, Resolution No. 3773, Resolution No. 3797, Resolution No. 3818, Resolution No. 3953, Resolution No. 4143, Ordinance No. 6146, Resolution No. 4272, Resolution No. 4424, Resolution No. 5134, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681 Resolution No. 5719 Resolution 5784 and Resolution No. 5860.)*

a. Building Permit Fees: Building permit fees for new structures and additions are based upon a project's construction valuation as set forth by the International Code Council (ICC). ICC's construction valuation table is hereby incorporated into the City of Auburn's fees schedule. Construction valuations will be updated on January 1st of each year. Project valuation for alterations to existing buildings and for other structures not identified in the ICC construction valuation table are based on the fair market value of the labor and materials of the scope of work associated with the permit. The fee for each International Building Code, International Residential Code, Washington State Energy Code or Washington State Indoor Air Quality Code building permit shall be as set forth in Table 3-A, below.[9]

Table 3-A BUILDING PERMIT FEES

TOTAL VALUATION	FEE
$1.00 to $500.00	$32.00
$500.01 to $2,000.00	$32.00 for the first $500.00 plus $6.00 for each additional $100.00, or fraction thereof, to and including $2,000.00
$2,000.01 to $25,000.00	$122.00 for the first $2,000.00 plus $18.60 for each additional $1,000.00, or fraction thereof, to and including $25,000.00
$25,000.01 to $50,000.00	$549.80 for the first $25,000.00 plus $14.00 for each additional $1,000.00, or fraction thereof, to and including $50,000.00
$50,000.01 to $100,000.00	$899.80 for the first $50,000.00 plus $10.00 for each additional $1,000.00, or fraction thereof, to and including $100,000.00
$100,000.01 to $500,000.00	$1,399.80 for the first $100,000.00 plus $9.00 for each additional $1,000.00, or fraction thereof, to and including $500,000.00
$500,000.01 to $1,000,000.00	$4,999.80 for the first $500,000.00 plus $8.00 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00
$1,000,000.01 and up	$8,999.80 for the first $1,000,000.00 plus $6.00 for each additional $1,000.00 or fraction thereof

[9] Please note that the City of Auburn may collect a review fee for the Valley Regional Fire Authority for certain permit applications that is collected in addition to the City's required fees.

Other Inspections and Fees:

1. Inspections outside of normal business hours ....$214.50 per hour[1]
   (minimum charge – two hours)
2. Reinspection fees assessed under provisions of Section 109.4.13 $143.00 per hour[1]
3. Inspections for which no fee is specifically indicated .... $143.00 per hour[1]
   (minimum charge – one hour)
4. Additional plan review required by changes, additions or revisions to plans $143.00 per hour[1]
   (minimum charge – one hour)
5. For use of outside consultants for plan checking and inspections, or both .... Actual costs[2]

FOOTNOTES:

[1] Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

[2] Actual costs include administrative and overhead costs.

b. Mechanical Permit Fees: The fee for each permit issued under provisions of the International Mechanical Code, International Fuel Gas Code, NFPA 54 (National Fuel Gas Code), NFPA 58 (Liquefied Petroleum Gas Code), or the mechanical device provisions of the International Residential Code shall be as set forth in Table 3-B, below. For new single-family dwellings a flat rate permit fee of $252.00 may be charged in lieu of fees as prescribed in Table 3-B. For new multi-family dwellings, a flat rate permit fee of $200.00 may be charged in lieu of fees prescribed in Table 3-B.

Table 3-B MECHANICAL PERMIT FEES

Permit Issuance:

1. For the issuance of each mechanical permit
   a. Residential Over the Counter** Application Fee $43.00
   b. Commercial, Multifamily, Non-Residential Application Fee................$170.00
2. In addition to the base mechanical application fee, each mechanical fixture shall include a permit fee of..$15.00

Other Inspections and Fees*:

1. Inspections outside of normal business hours, per hour (minimum charge -- two hours) $214.50
2. Reinspection fees assessed under provisions of Section 109.4.13 .... $143.00
3. Inspections for which no fee is specifically indicated, per hour (minimum charge -- one hour) $143.00
4. Additional plan review required by changes, additions or revisions to plans or to plans for which
   an initial review has been completed (minimum charge -- one hour) $143.00

* Per hour for each hour worked or the total cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved and include a minimum of one hour unless otherwise specified.
** Over the Counter application and permit fees are not eligible for refunds when applied for in error

c. Plumbing Code Permit Fees: For new single-family dwellings a flat rate permit fee of $252.00 may be charged in lieu of fees as prescribed in Table 3-C. For new multi-family dwellings, a flat rate permit fee of $200.00 may be charged in lieu of fees prescribed in Table 3-C.

Table 3-C PLUMBING PERMIT FEES

Permit Issuance:

1. For the issuance of each plumbing permit
   a. Residential Over the Counter** Application Fee $43.00
   b. Commercial, Multifamily, Non-Residential Application Fee................$170.00
2. In addition to the base plumbing application fee, each plumbing fixture shall include a permit fee of..$15.00

Other Inspections and Fees*:

1. Inspections outside of normal business hours $214.50
2. Reinspection fee $143.00
3. Inspections for which no fee is specifically indicated $143.00
4. Additional plan review required by changes, additions or revisions to approved plans $143.00

*Per hour for each hour worked or the total hourly cost to the jurisdiction, whichever is greater. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved and include a minimum of one hour unless otherwise specified
** Over the Counter application and permit fees are not eligible for refunds when applied for in error

d. Other Building Permit Fees

Change of Use: The permit fee shall be equivalent to the adopted additional plan review and reinspection fee based on a minimum of four hours.

Certificate of Occupancy: For issuance of a new or replaced Certificate of Occupancy not associated with any other building permit, a fee of $256.00 will be required per certificate.

Commercial Re-roof Permit Fee: The permit fee shall be equivalent to the adopted additional plan review and reinspection fee based on a minimum of three hours.

Conditional Approval: When authorized by the City, permits that are issued with conditions due to project phasing, out of sequence issuance, pending associated approvals, or other advanced permitting requests made by the applicant, a conditional approval fee equivalent to the additional plan review fee based on a minimum of four hours will be required prior to issuance.

Demolition Permit Fees: Demolition permits shall be charged a base fee of $181.00.

Fire Permit Fee: For each fire permit fee a City of Auburn administration fee of $143.00 will be applied in addition to the fee collected for the Valley Regional Fire Authority (VRFA) as identified in the VRFA Fee Schedule.

Manufactured Home: The permit fee shall be equivalent to the adopted additional plan review and reinspection fee based on a minimum of four hours.
Permit Extensions: For permits that are granted an extension beyond the expiration date or date of abandonment, whether issued or not, a permit extension fee is required to be paid prior to extension. The fee shall be the lesser of $143.00 or 50% of the original application and permit fees.
Plan Review Fees: When submitted documents are required by Section 106.3 of the Construction Administrative Code, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be 65 percent of the building permit fee as shown in Table 1-A. The plan review fees specified in this section are separate fees from the permit fees and in addition to permit fees.
Rack Permit Fee: The permit fee shall be equivalent to the adopted additional plan review and reinspection fee based on a minimum of three hours.
Solar Permits – Over the Counter: The permit fee for solar installations that qualify for the over-the-counter permitting shall be equivalent to the inspection fee based on a minimum of two hours. Over the counter application and permit fees are not eligible for refunds for applications made in error.
Stock Plan Site Plan Review Fee: The plan review fee for individual lot site plan that have an approved building stock plan shall be $259.00.
Temporary Certificate of Occupancy Fees: There shall be a fee of $0.30 per square foot with a minimum charge of $600 and a maximum of $3,000 for issuance of a temporary certificate of occupancy and a fee of 30% of the original temporary certificate of occupancy fee for each subsequent 30-day extension requested.
Work Without a Permit: Building construction and grading activities requiring permits per ACC 15.74 that are determined to be in violation for work occurring without an approved permit result in additional documentation, administration, research, and inspection and require more processing time. For these cases, an additional 100% fee will be applied to the standard application and permit fees identified in sections 3 and 4 above. It is possible a violation existed prior to property purchase by a new owner, was constructed by an individual who misled the owner, or was constructed by an individual who was unaware of code requirements. The fact that violations may not have been created by the current owner does not relieve Code Enforcement staff from their responsibility to seek compliance from the property owner. When assessing permit fees, consideration may be given based on the circumstances, severity of the violation, and timeliness of the property owner to resolve and obtain required permits and compliance with City code.
Building Permit Fee Reductions. The Director is authorized to waive building, mechanical or plumbing permit fees for homeowners that are already enrolled in another City program that is intended to benefit low-income residents (e.g. housing home repair program, utility discount program). This fee reduction may also be extended to contractors that are applying for permits on behalf of these homeowners provided that it can be documented that the discount is benefiting the homeowner and not supplementing a contractor's profit.

4. FIRE IMPACT FEES. Impact Fees By Land Use – Revenue Credit = 20% *(Per Ordinance No. 5977, Resolution 3953 Resolution No. 4022 and Resolution No. 5860.)*			
Land Use		**Fire and EMS Impact Fee per Unit of Development**	
Residential – All calculations below are per square foot – Total x Square Feet			
Single Family, Duplex, Mobile Home			$0.72 (Min. $406.08)
Multi-Family			$0.72 (Min. $406.08)
Non-Residential – All calculations below are per square foot – Total x Square Feet			
Hotel/Motel			$0.42
Hospital/Clinic			$0.42
Group Living			$0.42
Office			$0.25
Retail			$0.68
Restaurant/Bar/Lounge			$0.42
Industrial/Manufacturing			$0.08
Leisure/Outdoors			$0.42
Agriculture			$0.42
Church			$0.42
Schools/Colleges			$0.32
Government/Public Buildings			$0.42
Casino			$0.42
Jails			$0.42

5. ADMINISTRATIVE PROCEDURES AND MISCELLANEOUS INSPECTIONS: In addition to any other fees specified in this chapter, there shall be a fee schedule for certain administrative procedures not otherwise included as set forth in the following schedule of fees:	
a. Adult Family Home Inspection	$593.00
b. Relocation (pre-inspection)	Per Table 1-A
c. Housing Inspection	Actual city cost based on the adopted additional plan review and reinspection fee.
d. Sign Permits	Unless exempt by Ch. 18.56 ACC, the fee shall accompany each application for a sign permit. The amount of the fee shall be based upon the value of the sign pursuant to Table 1-A.

6. BUSINESS LICENSE FEES	
a. The annual fee for a General Business License as defined in Chapter 5.10 of the Auburn City Code.	$112.00
b. Contractors who are based outside of Auburn but that are performing work inside of Auburn.	$112.00
c. Replacement fee for commercial vehicle parking permit issued in accordance with ACC 10.36.190.B	$15.00
d. **Unlicensed Penalty Fee:** An unlicensed penalty fee will be assessed for businesses in operation without a current business license.	$200 / year of operation without a license.

7. RENTAL HOUSING BUSINESS LICENSE FEES *(Per Resolution No. 4601, Ordinance No. 5882, Resolution No. 4272, Resolution No. 4424, Ordinance 6477, Resolution No. 5620 Resolution No. 5681 Resolution 5784~~, and~~ Resolution No. 5860 and Resolution No. 5872.):*	
~~a.~~ The annual fee for a license to operate rental housing businesses in the City, as defined in Chapter 5.22 of the Auburn City Code (ACC) shall be based on the total number of units as follows:	
Non-profit rental	$0/year
Single Family Home or Single Condo Rental	$32.00/year
Duplex, Triplex or Fourplex	$81.00/year
Condo or Apartment Complex (5 to 24 dwelling units)	$161.00/year
Condo or Apartment Complex (25 or more dwelling units)	$536.00/year
Communal residence	$161.00/year
~~b. The fee for a license to operate rental housing businesses in the city shall be for the license year from January 1 to December 31, and each applicant must pay the full fee for the current license year or any portion thereof during which the applicant has engaged in the operation of rental housing businesses.~~	
~~c. The rental housing business license fee required by this chapter is in lieu of, and not in addition to, the general business license fee required by Chapters 5.05 and 5.10 of the Auburn City Code (ACC); provided, however, that any person required to obtain a rental housing business license must also obtain a general business license, at no cost, pursuant to Chapters 5.05 and 5.10 of the Auburn City Code (ACC).~~	
~~Rental housing business license renewals shall be for the period January 1 through December 31 of each year.~~	

8. INDIVIDUAL LICENSE REGULATIONS *(Per Ordinance No. 6749, Resolution No. 5470, and Resolution No. 5549 and Resolution No. 5620 Resolution 5784 and Resolution No. 5860):*			
The fee licensing under ACC 5.20.030 shall be as follows:			
Type	**Fee**		**Term**
	Initial	**Renewal**	
Dance Hall and Operator	$380.00	$380.00	1/1 – 12/31
Marijuana Related Businesses	$541.00	$541.00	1/1 – 12/31
A duplicate license shall be issued by the business license clerk, as designated by the mayor, to replace any license previously issued which has been lost, stolen, defaced, or destroyed.			

9. Technology Fee: *(Per Resolution No. 5549 Resolution No. 5620 and Resolution No. 5860.)*
A 4% technology fee is included in all fees outlined in sections 1, 2, 3, and 5 above.

B. ENGINEERING AND PUBLIC WORKS FEES

1. Transportation Impact Fee Rate Schedule: *(Per Ordinance No. 5763 as amended by Resolution No. 3953, Ordinance No. 6005, Resolution No. 4103, Resolution No. 4424, Resolution 4964, Resolution No. 5114, Resolution No. 5181, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, Resolution No. 5719, Resolution No. 5833 ~~and~~ Resolution No. 5860 and Resolution No. 5872.)*

Transportation Impact Fee Due = Fee Assessment – Fee Credit

Fee Assessment = Fee Rate x Independent Variable Quantity

Fee Credit = the highest of the following, subject to verification and ACC 19.04 requirements:

- Fee that would be assessed using the current fee rates for existing permitted use on subject property
- Fee that would be assessed using the current fee rates for previous permitted use after 2001 on subject property when previous use was within existing structure(s) or structure(s) demolished within 5-years of application date.
- Total previous transportation impact fees paid by subject property.

Per Trip Fees[1]

Downtown Fee Per Trip	**$3,824.00**
Outside Downtown Fee Per Trip	**$6,022.00**
Notes [1] Downtown fee applies to properties and projects located entirely within the Downtown Urban Center as defined by the current Downtown Plan.	

Fee Rates[4]

Land Use	ITE Land Use Code[2]	Independent Variable[5]	FEE RATE: Non-Downtown[1]	FEE RATE: Non-Downtown w/ Transit Proximity[1,6]	FEE RATE: Downtown[1]	FEE RATE: Downtown w/ Transit Proximity[1,6]
Industrial						
General Light Industrial	110	sf/GFA	$8.32	$8.32	$5.28	$5.28
Industrial Park	130	sf/GFA	$4.35	$4.35	$2.76	$2.76
Manufacturing	140	sf/GFA	$9.47	$9.47	$6.01	$6.01
Warehousing	150	sf/GFA	$2.30	$2.30	$1.46	$1.46
Mini-Warehouse/Storage	151	sf/GFA	$1.77	$1.77	$1.12	$1.12
Residential[7]						
Single-Family Detached Housing (maximum fee)	210	du	$6,604.13	$5,349.34	$4,193.65	$3,396.86
Single-Family Detached Housing[8,9]	210	sf	$3.85	$3.12	$2.44	$1.98
Single-Family Attached Housing (maximum fee)	215	du	$4,004.63	$3,243.75	$2,542.96	$2,059.80
Single-Family Attached Housing[8,9]	215	sf	$3.85	$3.12	$2.44	$1.98
Multi-Family – Low Rise (maximum fee)	220	du	$3,787.84	$3,068.15	$2,405.30	$1,948.29

Land Use	ITE Land Use Code[2]	Independent Variable[5]	FEE RATE: Non-Downtown[1]	FEE RATE: Non-Downtown w/ Transit Proximity[1,6]	FEE RATE: Downtown[1]	FEE RATE: Downtown w/ Transit Proximity[1,6]
Multi-Family – Low Rise[8,9]	220	sf	$2.88	$2.34	$1.83	$1.48
Multi-Family Mid-Rise (maximum fee)	221	du	$2,896.58	$2,346.23	$1,839.34	$1,489.87
Multi-Family Mid-Rise[8,9]	221	sf	$2.65	$2.15	$1.69	$1.37
Accessory Dwelling Unit	N/A	du	Calculated @ 50% of the fee that would be charged to the principal unit	Calculated @ 50% of the fee that would be charged to the principal unit	Calculated @ 50% of the fee that would be charged to the principal unit	Calculated @ 50% of the fee that would be charged to the principal unit
Mobile Home Park	240	du	$3,259.91	$2,640.53	$2,070.06	$1,676.75
Senior Adult Housing – Single Family	251	du	$1,686.16	$1,365.79	$1,070.72	$867.28
Senior Adult Housing – Multi Family	252	du	$1,405.13	$1,138.16	$892.27	$722.74
Congregate Care Facility	253	du	$1,011.70	$819.47	$642.43	$520.37
Assisted Living	254	bed	$1,348.93	$1,092.63	$856.58	$693.83
Continuing Care Retirement Community	255	unit	$1,067.90	$865.00	$678.12	$549.28
Lodging						
Hotel	310	room	$4,737.31	$3,837.22	$3,008.21	$2,436.65
Motel	320	room	$2,890.56	$2,341.35	$1,835.52	$1,486.77
Recreational						
Health/Fitness Club	492	sf/GFA	$16.10	$11.91	$10.22	$7.57
Recreational Community Center	495	sf/GFA	$11.67	$8.63	$7.41	$5.48
Institutional						
Elementary School	520	student	$382.20	$282.83	$242.70	$179.60
Middle School/Jr. High	522	student	$650.38	$481.28	$412.99	$305.61
High School	525	student	$831.84	$615.56	$528.22	$390.88
Junior/Community College	540	student	$653.59	$483.65	$415.03	$307.12
School District Office	528	sf/GFA	$18.80	$12.78	$11.94	$8.12
Church[10]	560	sf/GFA	$3.64	$2.69	$2.31	$1.71
Day Care Center[10]	565	sf/GFA	$44.64	$33.04	$28.35	$20.98
Medical						
Nursing Home	620	beds	$786.87	$637.37	$499.67	$404.73
Hospital	610	sf/GFA	$6.91	$5.59	$4.38	$3.55
Clinic[10]	630	sf/GFA	$20.74	$16.80	$13.17	$10.67

Land Use	ITE Land Use Code[2]	Independent Variable[5]	FEE RATE: Non-Downtown[1]	FEE RATE: Non-Downtown w/ Transit Proximity[1,6]	FEE RATE: Downtown[1]	FEE RATE: Downtown w/ Transit Proximity[1,6]
Animal Hospital/Vet Clinic[10]	640	sf/GFA	$19.84	$16.07	$12.60	$10.21
Office[10]						
General Office (>10,000sf)	710	sf/GFA	$13.27	$9.02	$8.43	$5.73
Small Office (≤10,000sf)	712	sf/GFA	$19.90	$13.53	$12.64	$8.59
Medical Office – Standalone	720	sf/GFA	$28.40	$19.31	$18.03	$12.26
Medical Office – Hospital Campus	720	sf/GFA	$20.52	$13.96	$13.03	$8.86
Post Office	732	sf/GFA	$28.69	$19.51	$18.22	$12.39
Retail[10]						
Free Standing Discount Superstore	813	sf/GFA	$12.96	$9.59	$8.23	$6.09
Free Standing Discount Store	815	sf/GFA	$17.00	$12.58	$10.80	$7.99
Hardware/Paint Store	816	sf/GFA	$7.53	$5.57	$4.78	$3.54
Shopping Center (>150k)	820	sf/GLA	$9.46	$7.00	$6.01	$4.44
Shopping Plaza (40-150k) - with supermarket	821	sf/GLA	$25.12	$18.59	$15.95	$11.81
Shopping Plaza (40-150k) - without supermarket	821	sf/GLA	$14.44	$10.69	$9.17	$6.79
Strip Retail Plaza (<40k)	822	sf/GLA	$18.33	$13.57	$11.64	$8.62
Car Sales – New	840	sf/GFA	$17.88	$13.23	$11.35	$8.40
Car Sales – Used	841	sf/GFA	$27.70	$20.50	$17.59	$13.02
Automobile Parts Sales	843	sf/GFA	$9.53	$7.05	$6.05	$4.48
Tire Store	848	sf/GFA	$11.92	$8.82	$7.57	$5.60
Supermarket	850	sf/GFA	$24.15	$17.87	$15.33	$11.35
Convenience Store	851	sf/GFA	$62.80	$46.47	$39.88	$29.51
Home Improvement Store	862	sf/GFA	$5.60	$4.14	$3.56	$2.63
Drugstore w/o Drive-Through	880	sf/GFA	$13.65	$10.10	$8.67	$6.41
Drugstore w/ Drive-Through	881	sf/GFA	$17.84	$13.20	$11.33	$8.38
Marijuana Dispensary	882	sf/GFA	$139.76	$103.42	$88.75	$65.67
Services[10]						
Drive-in Bank	912	sf/GFA	$41.12	$30.43	$26.11	$19.32
Fast Casual Restaurant	930	sf/GFA	$40.92	$30.28	$25.99	$19.23
Fine Dining Restaurant	931	sf/GFA	$29.81	$22.06	$18.93	$14.01

Land Use	ITE Land Use Code[2]	Independent Variable[5]	FEE RATE: Non-Downtown[1]	FEE RATE: Non-Downtown w/ Transit Proximity[1,6]	FEE RATE: Downtown[1]	FEE RATE: Downtown w/ Transit Proximity[1,6]
High Turnover (Sit-Down) Restaurant	932	sf/GFA	$23.82	$17.62	$15.12	$11.19
Fast Food Restaurant w/o Drive-Through	933	sf/GFA	$68.00	$50.32	$43.18	$31.95
Fast Food Restaurant w/ Drive-Through	934	sf/GFA	$66.30	$49.06	$42.10	$31.16
Coffee Shop w/o Drive-Through	936	sf/GFA	$22.04	$16.31	$13.99	$10.36
Coffee Shop w/ Drive-Through	937	sf/GFA	$26.61	$19.69	$16.90	$12.50
Coffee Shop w/ Drive-Through (No Seating)	938	DTL	$10,292.00	$7,616.08	$6,535.47	$4,836.25
Automobile Parts and Service Center	943	sf/GFA	$6.37	$4.71	$4.04	$2.99
Gasoline/Service Station	944	VFP	$27,531.10	$20,373.01	$17,482.38	$12,936.96
Gasoline/Service Station with Market (2-4k)	945	VFP	$27,657.36	$20,466.45	$17,562.56	$12,996.30
Gasoline/Service Station with Market (4-5.5k)	945	VFP	$34,173.81	$25,288.62	$21,700.54	$16,058.40
Gasoline/Service Station with Market (5.5-10k)	945	VFP	$40,389.96	$29,888.57	$25,647.82	$18,979.39
Land Use Type Not Listed [3]	Trip generation rates, factors, and fee determined by City using data provided by Applicant.			City Review Fee = $0		
	Fee determined by Independent Trip Generation Study prepared by Applicant's Engineer in accordance with the ITE Manual, subject to City Engineer review and approval.			City Review Fee = $510		

Notes:

[1] Downtown fee applies to properties and projects located entirely within the Downtown Urban Center as defined by the current Downtown Plan.

[2] Institute of Transportation Engineers Trip Generation Manual, current edition.

[3] Contact the City's Public Works Department at 253-931-3010 or visit www.auburnwa/gov/TIF for more information and guidance when the land use type is not listed in the fee schedule.

[4] Except as Noted Otherwise, Fee Rate = Basic Trip Rate × New Trip Factor × Trip Length Adj. Factor × Truck Factor × Proximity to Transit Factor (when applicable) × Per Trip Fee ÷ 1,000 (for Land Use with Independent Variable measured in square feet)

[5] du = dwelling unit; sf = square footage of residential dwelling unit less garages and detached storage areas; sf/GFA = Square feet Gross Floor Area and where Gross floor area (GFA) means the sum of the area of each floor level of a building (expressed in square feet), including cellars, basements, mezzanines, penthouses, corridors, lobbies, stores, and offices, that are within the principal outside

faces of exterior walls, not including architectural setbacks or projections. Included are all areas that have floor surfaces with clear standing head room (six feet six inches minimum) regardless of use. With the exception of buildings containing enclosed malls or atriums, GFA is equal to the gross leasable area (GLA) and gross rentable area; sf/GLA = Square Feet Gross Leasable Area where Gross leasable area (GLA) means the total floor area designed for tenant occupancy and exclusive use, including any basements, mezzanines, or upper floors, expressed in square feet. For the purposes of the trip generation calculation, the floor area of any parking garages within the building shall not be included within the GLA of the entire building. GLA is the area for which tenants pay rent; it is the area that produces income for the property owner.; VFP = Vehicle Fueling Position; DTL = drive through lanes.

[6] Land Use is within ½ mile walking distance to frequent transit or Auburn Station as identified by the current Comprehensive Transportation Plan with Level of Transit Service 1 designation.

[7] Traffic Impact fees assessed for Single Family Residential Units include home occupations, adult family homes, family home childcares, and such occupations commonly found within single family residences. It does not include occupations that would require a Special Home Occupation Permit pursuant to ACC18.60.

[8] Subject to maximum fee for specified land use.

[9] Fee Rate = Maximum Fee for Single Family Detached ÷ Regional Average Dwelling Unit Size × ITE Manual Average Number of Occupants Adjustment; where:

- Regional Average Dwelling Unit Size = 1,717 square feet; and
- ITE Manual Average Number of Occupants Adjustment = ratio of average number of occupants for housing type to average occupants for single family attached and detached housing = 1 for single family detached and attached, 0.75 for Multifamily Low Rise, and 0.69 for Multifamily Mid Rise

[10] Payment Program available when applied for and agreement executed prior to building permit issuance subject to conditions and limitations of ACC 19.04 and the following:

- Maximum term = 24 months
- Maximum total amount financed = $15,000
- Intererst rate = Fixed at agreement execution at prime rate

2. Transportation Impact Fee Trip Rate Adjustment Factors *(Per Resolution No. 5860)*:
Fee Rates in Section 1 were calculated using these adjustment factors.

Land Use	ITE Land Use Code[1]	Basic Trip Rate[2]	New Trip Factor[3]	Avg. Trip Length[4]	Trip Length Adj. Factor[5]	Truck Adj. Factor	Proximity to Transit Factor[6]
Industrial							
General Light Industrial	110	0.65	1.00	5.10	1.70	1.25	1.00
Industrial Park	130	0.34	1.00	5.10	1.70	1.25	1.00
Manufacturing	140	0.74	1.00	5.10	1.70	1.25	1.00
Warehousing	150	0.18	1.00	5.10	1.70	1.25	1.00
Mini-Warehouse/Storage	151	0.15	1.00	5.10	1.70	1.15	1.00
Residential							
Single-Family Detached Housing (maximum fee)	210	0.94	1.00	3.50	1.17	1.00	0.81

Land Use	ITE Land Use Code[1]	Basic Trip Rate[2]	New Trip Factor[3]	Avg. Trip Length[4]	Trip Length Adj. Factor[5]	Truck Adj. Factor	Proximity to Transit Factor[6]
Single-Family Detached Housing	210	N/A	N/A	N/A	N/A	N/A	N/A
Single-Family Attached Housing (maximum fee)	215	0.57	1.00	3.50	1.17	1.00	0.81
Single-Family Attached Housing	215	N/A	N/A	N/A	N/A	N/A	N/A
Multi-Family – Low Rise (maximum fee)	220	0.51	1.00	3.70	1.23	1.00	0.81
Multi-Family – Low Rise	220	N/A	N/A	N/A	N/A	N/A	N/A
Multi-Family Mid-Rise (maximum fee)	221	0.39	1.00	3.70	1.23	1.00	0.81
Multi-Family Mid-Rise	221	N/A	N/A	N/A	N/A	N/A	N/A
Accessory Dwelling Unit	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mobile Home Park	240	0.58	1.00	2.80	0.93	1.00	0.81
Senior Adult Housing – Single Family	251	0.30	1.00	2.80	0.93	1.00	0.81
Senior Adult Housing – Multi Family	252	0.25	1.00	2.80	0.93	1.00	0.81
Congregate Care Facility	253	0.18	1.00	2.80	0.93	1.00	0.81
Assisted Living	254	0.24	1.00	2.80	0.93	1.00	0.81
Continuing Care Retirement Community	255	0.19	1.00	2.80	0.93	1.00	0.81
Lodging							
Hotel	310	0.59	1.00	4.00	1.33	1.00	0.81
Motel	320	0.36	1.00	4.00	1.33	1.00	0.81
Recreational							
Health/Fitness Club	492	3.45	0.75	3.10	1.03	1.00	0.74
Recreational Community Center	495	2.50	0.75	3.10	1.03	1.00	0.74
Institutional							
Elementary School	520	0.14	0.80	1.70	0.57	1.00	0.74
Middle School/Jr. High	522	0.15	0.80	2.70	0.90	1.00	0.74
High School	525	0.14	0.80	3.70	1.23	1.00	0.74
Junior/Community College	540	0.11	0.80	3.70	1.23	1.00	0.74
School District Office	528	2.04	0.90	5.10	1.70	1.00	0.68
Church	560	0.49	1.00	3.70	1.23	1.00	0.74
Day Care Center	565	11.12	1.00	2.00	0.67	1.00	0.74
Medical							
Nursing Home	620	0.14	1.00	2.80	0.93	1.00	0.81
Hospital	610	0.86	0.80	5.00	1.67	1.00	0.81
Clinic	630	3.69	1.00	2.80	0.93	1.00	0.81
Animal Hospital/Vet Clinic	640	3.53	1.00	2.80	0.93	1.00	0.81
Office							
General Office (>10,000sf)	710	1.44	0.90	5.10	1.70	1.00	0.68

Land Use	ITE Land Use Code[1]	Basic Trip Rate[2]	New Trip Factor[3]	Avg. Trip Length[4]	Trip Length Adj. Factor[5]	Truck Adj. Factor	Proximity to Transit Factor[6]
Small Office (≤10,000sf)	712	2.16	0.90	5.10	1.70	1.00	0.68
Medical Office – Standalone	720	3.93	0.75	4.80	1.60	1.00	0.68
Medical Office – Hospital Campus	720	2.84	0.75	4.80	1.60	1.00	0.68
Post Office	732	11.21	0.75	1.70	0.57	1.00	0.68
Retail							
Free Standing Discount Superstore	813	4.33	0.71	2.10	0.70	1.00	0.74
Free Standing Discount Store	815	4.86	0.83	2.10	0.70	1.00	0.74
Hardware/Paint Store	816	2.98	0.74	1.70	0.57	1.00	0.74
Shopping Center (>150k)	820	3.40	0.66	2.10	0.70	1.00	0.74
Shopping Plaza (40-150k) - with supermarket	821	9.03	0.66	2.10	0.70	1.00	0.74
Shopping Plaza (40-150k) - without supermarket	821	5.19	0.66	2.10	0.70	1.00	0.74
Strip Retail Plaza (<40k)	822	6.59	0.66	2.10	0.70	1.00	0.74
Car Sales – New	840	2.42	0.80	4.60	1.53	1.00	0.74
Car Sales – Used	841	3.75	0.80	4.60	1.53	1.00	0.74
Automobile Parts Sales	843	4.90	0.57	1.70	0.57	1.00	0.74
Tire Store	848	3.75	0.72	2.20	0.73	1.00	0.74
Supermarket	850	8.95	0.64	2.10	0.70	1.00	0.74
Convenience Store	851	49.11	0.49	1.30	0.43	1.00	0.74
Home Improvement Store	862	2.29	0.58	2.10	0.70	1.00	0.74
Drugstore w/o Drive-Through	880	8.51	0.47	1.70	0.57	1.00	0.74
Drugstore w/ Drive-Through	881	10.25	0.51	1.70	0.57	1.00	0.74
Marijuana Dispensary	882	18.92	0.80	4.60	1.53	1.00	0.74
Services							
Drive-in Bank	912	21.01	0.65	1.50	0.50	1.00	0.74
Fast Casual Restaurant	930	12.55	0.57	2.85	0.95	1.00	0.74
Fine Dining Restaurant	931	7.80	0.56	3.40	1.13	1.00	0.74
High Turnover (Sit-Down) Restaurant	932	9.05	0.57	2.30	0.77	1.00	0.74
Fast Food Restaurant w/o Drive-Through	933	33.21	0.51	2.00	0.67	1.00	0.74
Fast Food Restaurant w/ Drive-Through	934	33.03	0.50	2.00	0.67	1.00	0.74
Coffee Shop w/o Drive-Through	936	32.29	0.17	2.00	0.67	1.00	0.74
Coffee Shop w/ Drive-Through	937	38.99	0.17	2.00	0.67	1.00	0.74

Land Use	ITE Land Use Code[1]	Basic Trip Rate[2]	New Trip Factor[3]	Avg. Trip Length[4]	Trip Length Adj. Factor[5]	Truck Adj. Factor	Proximity to Transit Factor[6]
Coffee Shop w/ Drive-Through (No Seating)	938	15.08	0.17	2.00	0.67	1.00	0.74
Automobile Parts and Service Center	943	2.06	0.70	2.20	0.73	1.00	0.74
Gasoline/Service Station	944	13.91	0.58	1.70	0.57	1.00	0.74
Gasoline/Service Station with Market (2-4k)	945	18.42	0.44	1.70	0.57	1.00	0.74
Gasoline/Service Station with Market (4-5.5k)	945	22.76	0.44	1.70	0.57	1.00	0.74
Gasoline/Service Station with Market (5.5-10k)	945	26.90	0.44	1.70	0.57	1.00	0.74
Land Use Type Not Listed [7]							

Notes:

[1] Institute of Transportation Engineers Trip Generation Manual, current edition.

[2] Basic Trip = 1-hour peak vehicle trip rate between 4pm and 6pm from ITE

[3] New Trip Factor = Percent of trips that are new trips per ITE expressed in decimal form

[4] In miles

[5] Trip Length Adjustment Factor = Average Trip Length ÷ Citywide Average Trip Length; where: Citywide Average Trip Lenth = 3 miles

[6] Applied to land use within ½ mile walking distance to frequent transit or Auburn Station as identified by the current Comprehensive Transportation Plan with Level of Transit Service 1 designation.

[7] For Land Use types not listed, basic trip rates and adjustments factors will be assessed using the most similar Land Use types in the Fee Schedule and/or the ITE Manual and, as required or approved by the City Engineer, trip data and/or an Independent Trip Generation Study provided by the Applicant. Contact the City's Public Works Department at 253-931-3010 or visit www.auburnwa/gov/TIF for more information and guidance.

3. Facility Extension (FAC) Fees: *(Per Ordinance No. 5791 and amended by Ordinance No. 5819, Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5114, Resolution No. 5319, Resolution 5380, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681 Resolution No. 5719, Resolution 5784 and Resolution No. 5860.)*

Application Fee:

The application fee varies by project type as follows:

Residential	$646.00
Commercial*	$3,242.00
Multi-Family**	$5,202.00
Short Plat***	$6,490.00
Plat***	$10,428.00

* Includes multi-use projects in the Downtown Urban Center and projects outside City limits that extend City utilities.

** Includes multi-use projects outside the Downtown Urban Center.

*** Includes unit lot subdivisions.

Base Review Fee: $1,950.00 for each facility (water main, private water main, sanitary sewer, storm drainage, street, private street/fire lanes and private storm systems within private streets)

Review and Inspection Fee: Summation of the following categories (a+b+c+d).

a. For the combined linear footage of water main, private water main, sanitary sewer, storm drainage and private storm drainage within private streets, streets, and private street/fire lanes, $7.25 per lineal feet.

b. For non-linear extensions such as pump stations or traffic signals, the review and inspection extension fee will be determined by the City Engineer based on an estimate of the City's costs associated with the review and inspection costs with staff time at a rate of $143.00 per hour and outside support services charged at actual cost.

c. For that portion of a City utilities extension located outside City Limits, additional fees may be assessed equal to the City's costs associated with permits from other jurisdictions required to be paid for by the City.

d. City provided material such as street light control nodes, utility structure covers, and other material that may be provided by the City for the completion of the FAC construction are charged at actual City cost.

Facility Extension Fees will be paid as follows:

a. **Application fee due with application.**

b. **Base Review Fee, 30% of the estimated Review and Inspection Fee, and any outstanding application fees will be paid when the applicant applies for second review or, if no second review is needed, before the City signs the facility extension agreement.**

c. Remaining balance of Review and Inspection Fees and any other outstanding application fees will be paid by the applicant before the City signs the facility extension agreement.

Additional Review:

Each additional plan review beyond a 3rd review, prior to plan approval, will require an additional fee of $1,144.00 be paid at the time of the additional review submittal. If the review requires more than 8 hours of staff time to complete, an additional fee at a rate of $143.00 per hour will be charged and must be paid prior to plan approval.

Additional plan review required by changes, additions or revisions to plans during construction will require an additional fee of $572.00 be paid at the time the additional review is submitted and prior to any review being completed. If the review requires more than 4 hours of staff time to complete, an additional fee at a rate of $143.00 per hour will be charged and must be paid prior to plan approval.

For each deviation, deferral, or appeal submitted for review, the applicant will be charged a $572.00 fee, regardless of the City's approval or rejection of the request. If the review of the request requires more than 4 hours of staff time to complete, an additional fee at a rate of $143.00 per hour will be charged and must be paid prior to delivery of the City's determination.

Additional Inspection:

Fees to inspect work beyond the Authorized Construction Period, re-inspect previously inspected work that was found to be incomplete or deficient, and inspection of non-linear extension work are applied a rate of $143.00 per hour during normal business hours and $213.00 per hour during non-business hours (weeknights, weekends, and holidays).

4. Right-of-Way Use Permit Fees: *(Per Ordinance No. 6125, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681 Resolution No. 5719, Resolution 5784 and Resolution No. 5860.)*	
Type A – Banner (Application Fee Only, No permit fee)	$75.00
Type B – Short Term (Application Fee Only, No permit fee)	$75.00
Type C – Long Term (Application Fee)	$308.00
Type C – Long Term – Surface Encroachment (Permit Fee)	$147.00 per year
Type C – Long Term – Surface Encroachment (Leasehold Excise Tax (LET) Collection)	Per Estimated Value of the encroachment area as determined by the City Engineer and the current LET Rate set by the State.
Type C – Long Term – Non-Surface Encroachment (Permit Fee)	$75.00 per year

Type D – Hauling (Application Fee)	$147.00
Type D – Hauling (Permit Fee)	Estimated staff time for inspection and oversight @ $143.00 per hour during normal business hours and $213.00 per hour during non-business hours (weeknights, weekends, and holidays). Police support to be contracted separately as needed.
Administrative Amendment (Application Fee, applies to requested changes to Right-of-Way Use Permits that have been issued that do not change the intent of the permitted use or include areas beyond the intent of the original use)	$154.00
Additional Application Fee for permits that require a parking plan, traffic control plan, and/or pedestrian detour plan	$130.00

5. Franchise Agreements: *(Per Ordinance No. 6546, Resolution No. 5114, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5413, Resolution No. 5424, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681 Resolution No. 5719, Resolution 5784 and Resolution No. 5860.)*	
Application/Renewal/Amendment Application Fee (ACC 13.36.040, ACC 20.06.120, ACC 20.06.130)	$7,139.00 Nonrefundable Initial Fee + plus the City's actual costs incurred in excess of $7,139.00. Initial Fee is due at time of application any additional costs beyond the initial fee is due prior to the effective date of the agreement.
Annual Administration Fee (ACC 20.04.170)	Actual City Costs
Annual CATV Franchise Fee (ACC 13.36.230)	5% of Gross Revenue for the prior three months.
Other Annual Franchise Fee (ACC 20.06.100)	Statutorily Permissible Percent of Gross Revenue
Small Wireless Facility Application Fee (ACC 20.02.010, ACC 20.14.020)	$500.00 for Existing, Relocated, or Replaced Structure for up to five sites or $1,000.00 for each New Structure (These fees include **all** City permitting costs except the Franchise Application/Renewal/Amendment and Administration Fee.)
Late Payment. In the event any quarterly payment is made after noon on the date 10 days after the date due	Simple interest at 12% annually on the total amount past due
Assignment or transfer of Franchise	$3,569.00

6. Right-of-Way Vacations: *(Per Resolution No. 4143, Resolution No. 5114, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681 Resolution No. 5719, Resolution 5784 and Resolution No. 5860.)*	
Application Fee	$2,158.00
Land Value Compensation	Per ACC 12.48.085
Amendment Request (applicable when changes are requested after initial City Council approval but prior to vacation taking effect)	$1,079.00

7. Utility System Development Fees: *(Per Ordinance No. 5819 and amended by Resolution No. 3797, Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5114, Resolution No. 5134, Resolution No. 5181, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681 Resolution No. 5719, Resolution 5784 ~~and~~ Resolution No. 5860 and Resolution No. 5872.)*

For all utilities, a charge in lieu of assessment or payback charges may be applicable for the proportional share of the utility line being connected to.

a. Water Utility: *Connection fees are comprised of a Permit Fee and the System Development Charge as follows:*

Meter Size (In Inches)	**Water Service Installation Permit Fee**			**System Development Charge (SDC)**
	Existing Water Service & Meter Box[1]	Water Service & Meter Box Installed by City[2]		
		Paved Street	Unpaved Street	
¾ or less	$592.00	$5,572.00	$3,728.00	$~~9,725.00~~10,127.00
¾ or less with Fireline[3]	$592.00	$7,547.00	$5,704.00	$~~9,725.00~~10,127.00
1	$657.00	$5,637.00	$3,793.00	$~~9,725.00~~10,127.00
1 with Fireline[3]	$657.00	$7,613.00	$5,767.00	$~~9,725.00~~10,127.00
1-1/2	$1,596.00	$9,353.00	$7,832.00	$~~32,383.00~~33,723.00
2	$1,614.00	$9,695.00	$7,850.00	$~~51,830.00~~53,974.00
3	Actual Cost	By Applicant	By Applicant	$~~103,758.00~~108,051.00
4	Actual Cost	By Applicant	By Applicant	$~~162,102.00~~168,808.00
6	Actual Cost	By Applicant	By Applicant	$~~324,112.00~~337,521.00
8	Actual Cost	By Applicant	By Applicant	$~~518,600.00~~540,055.00
10	Actual Cost	By Applicant	By Applicant	$~~745,563.00~~776,407.00

[1]Installation of a water meter done by the City and the service either already exists or has been installed by the Applicant.

[2]Installation of the entire water service is done by the City.

[3]Applies only to Single-Family Residential meter.

b. Sanitary Sewer Utility: Connection fees are comprised of a Permit Fee and the System Development Charge as follows:

Type	**Permit Fee**	**System Development Charge (SDC)**
New Connection[4]	$269.00	$~~3,608.00~~3,590.00 per RCE[5]
Grinder Pump (New Connection)[4]	$369.00	$~~3,608.00~~3,590.00 per RCE[5]
Tenant Improvement[4]	$92.00	$~~3,608.00~~3,590.00 per net increase in RCE's[5]

[4]All construction is the responsibility of the Applicant. If a new connection or repair requires work within City right-of-way, a Construction Permit (CON - see Section 9) is required in addition to the Sewer Permit.

[5]RCE, Residential Customer Equivalent - An RCE shall be as defined by the King County Department of Natural Resources as follows:

Single Family Home 1,500-2,999 square feet (sq ft) – 1.0 RCE	**Duplex – 1.62 RCE**
Single Family Home less than 1,500 sf – 0.81 RCE	**Triplex – 2.43 RCE**
Single Family Home, 3,000 sf or larger – 1.16 RCE	**Fourplex – 3.24 RCE**
Accessory Dwelling Unit (Attached or Detached) – 0.59 RCE	**Five or more units – 0.63 RCE's per unit**
Mobile home spaces – 1.0 RCE per space	

For micro housing and for commercial, industrial and other non-residential uses, the number of RCE's is calculated based on the number and type of water fixtures installed as part of the development.

NOTE: In addition to City sanitary sewer connection fees, King County will impose a sanitary sewer connection fee (King County Capacity Charge) for improvements in King County's regional sewer system, in accordance with King County Code 28.84.050. King County will bill customers directly for this charge once the sewer work is complete. This charge is not to be paid to the City.

c. Storm Drainage Utility: *(Per Resolution No. 4566 and amended by Resolution No. 5181, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681 Resolution No. 5719, Resolution 5784 and Resolution No. 5860.)*

Connection fees are comprised of a Permit Fee and the System Development Charge as follows:

Type	**Permit Fee[6]**		**System Development Charge (SDC)**
Single Family Residence & Duplexes (on Individual Parcels)	Level 1	$295.00	$~~1,791.00~~1,772.00 per Parcel
	Level 2	$578.00	
	Level 3 [7]	Base Fee = $1,974.00 for up to 10,000 SF of disturbed area Cumulative Additional Fee #1 = Base Fee + $556.00 for 10,001 SF up to 43,560 SF (1 Acre) of disturbed area Cumulative Additional Fee #2 = Cumulative Additional Fee #1 + $141.00 per whole or partial Acre disturbed over 1 Acre	
Other Parcels	Level 1	$295.00	$~~1,791.00~~1,772.00 per ESU[8]
	Level 2	$578.00	
	Level 3 [7]	Base Fee = $1,974.00 for up to 10,000 SF of disturbed area Cumulative Additional Fee #1 = Base Fee + $556.00 for 10,001 SF up to 43,560 SF (1 Acre) of disturbed area Cumulative Additional Fee #2 = Cumulative Additional Fee #1 + $141.00 per whole or partial Acre disturbed over 1 Acre	

[6]Permit levels are determined as follows:

- Level 1 permits are for all projects that are not located in a Critical Area and add or replace less than 2,000 square feet of hard surface area; and/or disturb less than 7,000 square feet of land.

  Note: Single-family residential projects disturbing 500 square feet or less may not require a permit.

- Level 2 permits are for all projects that add or replace 2,000 to 4,999 square feet of hard surface area; or disturb 7,000 square feet or more of land.
- Level 3 permits are for all projects that add 5,000 square feet or more of hard surface area, or convert ¾ acres or more of native vegetation to lawn/landscaped area, or convert 2.5 acres or more of native vegetation to pasture, or the new plus replaced hard surface area is 5,000 square feet or more and the value of improvements exceeds 50% of the assessed value of existing improvements.

(7)Level 3 permit is calculated as the Base Fee plus the Cumulative Additional Fees described herein.

(8)ESU, Equivalent Service Unit - A configuration of development of hard surfaces (which include impervious surfaces, permeable pavements, and vegetated roofs) estimated to contribute an amount of runoff to the City's storm drainage system which is approximately equal to that created by the average single family residential parcel. Although gravel surfaces are considered a hard surface under ACC 13.48.010, gravel surfaces are not included in the calculation of the SDCs. One ESU is considered equal to 2,600 square feet of parcel coverage by hard surfaces. Per ACC 13.48.010.

When calculating the total SDC, a credit of 1 ESU will be given for each single-family residential or two-family residential parcel conversions to non-single-family use. For all others, when calculating the total SDC, a credit will be applied for the existing hard surface area except existing gravel surfaces.

8. Other Utility Fees: *(Per Ordinance No. 5819, Ordinance No. 5944, Resolution No. 3797, Resolution No. 3953, Resolution No. 4424, Resolution No. 5114, Resolution No. 5134, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5424, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681 Resolution No. 5719, Resolution 5784 and Resolution No. 5860.)*

Hydrant Installation Permit and Inspection Fee	$339.00
Hydrant Use Monthly Rate (Type A, Type B, and Type C): 3-inch water meter monthly rate, plus Actual usage at Commercial water rate	Per Current Utility Rate Schedule
Hydrant Permit (Type A, Type B, and Type C) Administration Fee	$290.00
Fire Hydrant Meter Wrench Fee (Type A)(1)	$81.00
Lost or Stolen Fire Hydrant Wrench	$81.00
Hydrant Meter with RPBA, Valve, and Wrench (Type B) – Refundable Deposit(2)	$3,245.00
Hydrant Meter and Wrench (Type C) – Refundable Deposit	$3,081.00
Lost or Stolen Hydrant Meter (Type C)	Deposit Forfeited +$500.00 (2b)
Lost or Stolen Hydrant Meter with RPBA (Type B)	Deposit Forfeited +$500.00 (2b)
Failure to return Hydrant Meter with RPBA for inspection by the deadline (Type B)	Deposit Forfeited +$500.00 (2b)
Failure to submit annual backflow test by due date (Type C)	Deposit Forfeited
Non-return of hydrant meter with RPBA assembly after request for return (Type B)	$13.00/calendar day +$500.00 (2b)
Loaning out a hydrant meter with RPBA assembly or hydrant meter to an unauthorized party(2a) (Type B and Type C)	$319.00
Using a hydrant without Backflow Test Report on hand(2a) (Type C)	$319.00
Dedicated Hydrant Use and Hydrant Meter Penalties and Charges (Type A, B, or C):	
Failure to record "Start" read properly(2a)	$319.00
Failure to record "Finish" read properly(2a)	$319.00
Failure to submit monthly water consumption report to the city	$13.00/calendar day + $500.00 (2b)

Nonpayment of bill within 10 calendar days of reminder notice	$13.00/calendar day
Using a hydrant without Trained Hydrant Operator Card on hand(2a) Using a hydrant without obtaining Trained Hydrant Operator Card(2a) Using a hydrant without Hydrant Permit documentation on hand(2a) Using a hydrant without obtaining Hydrant Permit (2a) Using a tool other than the city-supplied hydrant wrench to operate a hydrant(2a) Damage to hydrant or infrastructure (reimbursement to city for repair or replacement)	$63.00 $319.00 $63.00 $319.00 $63.00 At Actual Cost
Nonresponse to revocation of permit or trained hydrant operator certificate	$13.00/calendar day
Disassembly or tampering of hydrant, hydrant meter assembly or hydrant meter with RPBA assembly(2a)	$319.00
Water Meter Test Fee, 2” or less	$307.00
Water Meter Test Fee, greater than 2”	At Actual Cost
Water Meter Removal Fee (3/4” to 1”)	$431.00
Water Meter Removal Fee (1-1/2” to 2”)	$860.00
Water Meter Removal Fee (3” and larger)	At Actual Cost
Water Service Abandonment Permit (City abandons at main, removes meter and box)	$4,136.00
Water Meter Relocation Permit by City	Same as Water Service Installation Permit Fee, see 7.a.
Backflow Permit for Premises Isolation (internal or external)	$116.00
Utility Fees with Demolition Permit	
Water Meter Lockoff/Unlock Demo Fee (all sizes), per meter	$97.00
Fire Line Shutoff/Turn-on Demo Fee	$97.00
Fire line Abandonment Permit (at main or other City-approved location, by Applicant, also may require Construction permit if in ROW)	$116.00
Fire line Abandonment Permit (at main or other City-approved location, by City), based on size of connection at main	Same as Water Service Installation Permit Fee, see 7.a.
Meter Damage/Tamper Repair Permit	$574.00 plus Meter Cost, if applicable
Unauthorized fire line or water hook up	$111.00 a day fine from date of discovery
Refusal of access per day	$33.00
Backflow Assembly Abandonment Demo Fee, per assembly	$92.00
Water/Sewer Certificate Application Fee[7] (outside of city limits for other than one single-family residence)	$456.00

Side Sewer Cap Demo Fee (to cap side sewer before building demolition), per sewer connection	$116.00
Storm Inspection Demo Fee (to cap storm pipes before building demolition), per parcel	$307.00
Hydraulic Water Modeling Base Fee	$307.00
Hydraulic Modeling and Analysis (payment of estimated fees required in advance of beginning modeling work)	At Actual Cost
King County Right-of-Way Construction Permit (includes base application fee and review and inspection of utilities per King County Title 14 Roads and Bridges)	At Actual Cost, $1,159.00 Deposit
Hourly Rate for Negotiation, Development, Administration, and Execution of Special Agreements for Utility Service (Franchise Agreements, Service Area Agreements)	$128.00
Re-Locate Fee (if <45 days from initial locates)	$283.00
Side Sewer Repair Permit on Private Property	$116.00
Side Sewer Repair Permit in Right-of-Way(3)	$222.00
Side Sewer Cap Permit (not associated with demolition)	$116.00
Side Sewer Relocation/Replacement Permit	$184.00
Oil/Water Separator Permit	$283.00
Grease Interceptor Permit(3)	$1,364.00
Storm Drainage Repair Permit – Existing Private System on Private Property	$116.00
Storm Drainage Repair Permit – Existing System in Public Right-of-Way/Easement(3)	$222.00
Storm Retrofit Permit – Non-Single Family on Private Property	$326.00
Utilities Payback Administration Fees:	
Application Fee(4):	
Base Fee (BF)	$2,820.00
Per Benefited Parcel (BP)	$75.00
Application Fee Calculation = BF + (BP x Number of Benefited Parcels)	
Payment Processing Fee (per parcel)(5)	$136.00
Outside Professional Services, including Area of Special Benefit Analysis	Time & Materials
Recording fee will be billed to the Developer after recording is complete for actual cost.(6)	At Actual Cost

(1) Non-refundable fee. Wrench is only for withdrawing water at City-designated hydrant fill stations. Applicant will be charged the Hydrant Use Monthly Rate and all monthly reported water use at Commercial water rates until applicant returns wrench and notifies City in writing that applicant is no longer using water from City-designated hydrants.

(2) Each year, the hydrant meter with RPBA, Valve, and Wrench must be returned to City for annual maintenance and testing no later than the date specified by the City at the time of application. **The deposit amount will be forfeited if the equipment is not returned to the City by the deadline.** If needed, the City will re-issue a hydrant meter to the applicant under the same permit. In that instance, the applicant will be billed for any damages to the returned meter; the deposit will be applied to the re-issued hydrant meter. Upon final return of the equipment to the City, the cost of repairing any damages will be deducted from the deposit.

(2a) Maximum penalty, per day, location, violator and incident.

(2b) Water Use Charge for unreturned or damaged Hydrant Meter (if reading cannot be recorded due to unreturned or damaged equipment).

(3) If repair or new construction requires work within City right-of-way, including a new connection to the City's system, a Construction Permit (CON - see Section 9) is required in addition to the permit.

(4) Payback Agreement Application Fee includes mailing costs.

(5) Fee to be deducted from the amount due to the developer when payback is collected for a parcel.

(6) Fee to be billed after recording. Outstanding recording fees will be deducted from the amount due to the developer when payback is collected for a parcel.

(7) Please note that the City of Auburn may collect a review fee on behalf of the Valley Regional Fire Authority for certain land use and/or environmental reviews which fee is collected in addition to the City's required fees.

9. Construction/Excavation Permits (for work within the public rights-of-way including construction of utilities, sidewalks and driveways that are not part of Facility Extensions (FAC)): *(Per Ordinance No. 5817, Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681 Resolution No. 5719, Resolution 5784 and Resolution No. 5860.)*

Basic Fee (BF) Basic fee covers permit intake, admin, limited review and inspection time.	$204.00
Daily Review and Inspection Rate (DIR) Normal Business Days (weekdays) Non-Business Days (includes weeknights, weekends, and holidays))	 $572.00 $854.00

Fee Calculation:

Permit Fee = BF + (DIR x Estimated Days In Right of Way)*

*For projects that are expected to involve significant review and inspection time, after hours work, or the review and inspection scope or duration requirements cannot be accurately estimated, the city engineer may establish a deposit account to manage permittee deposits in advance of permit issuance for reimbursing actual labor costs of administering the permit. Such deposit accounts will not be interest bearing and will be closed at the end of the permitted work when a final accounting of the permit administration cost shall be calculated, and a final bill or credit issued to the permittee.

The Public Works Director is authorized to waive construction permit fees for projects that are funded through the City's Neighborhood Grant Program. A fee waiver does not eliminate the requirement to apply for and obtain a permit.

10. Memorial Sign Program: *(Per Ordinance No. 6137, Ordinance No. 6149, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681 Resolution No. 5719, Resolution 5784 and Resolution No. 5860.)*

Memorial Sign	$214.00

11. Special Permits: *(Per Ordinance No. 5817 and amended by Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5319, Resolution No. 5388, and Resolution No. 5470.)*

Special Permit fees are assessed per Section 9. Construction/Excavation Permits

12. Street Payback Agreements: *(Per Ordinance No. 6319, Resolution No. 4624, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5681 Resolution No. 5719, Resolution 5784 and Resolution No. 5860.)*

Street Payback Administration Fees:	
Application Fee(1):	
Base Fee (BF)	$2,820.00
Per Benefited Parcel (BP)	$75.00
Application Fee Calculation = BF + (BP x Number of Benefited Parcels)	
Payment Processing Fee (per parcel)(2)	$136.00

Outside Professional Services, including Area of Special Benefit Analysis	Time & Materials
Recording fee will be billed to the Developer after recording is complete for actual cost.(3)	At Actual Cost

(1) Payback Agreement Application Fee includes mailing costs.

(2) Fee to be deducted from the amount due to the developer when payback is collected for a parcel.

(3) Fee to be billed after recording. Outstanding recording fees will be deducted from the amount due to the developer when payback is collected for a parcel.

13. Mitigation and Impact Fees for Exempt Wells: *(Per Resolution No. 5352 and RCW 90.94.030.)*	
Mitigation and Impact fees for properties that will be served by new exempt wells drilled on or after January 19, 2018.*	$500.00
*$350.00 of the $500.00 fee shall be sent to the Washington State Department of Ecology for mitigation enhancements in the well's drainage basin, with the remaining $150.00 to be retained by the City to cover its administrative costs.	

14. Sidewalk Repair Program Fee: *(Per Resolution No. 5620, Resolution No. 5681 Resolution No. 5719, Resolution 5784 and Resolution No. 5860.)*
Application fee (includes recording): $304.50 Fee for sidewalk repair: **$38.00 per Square Foot** for sidewalk and residential driveway apron (excluding curb/gutter and approach), and $21.00 per Square Foot for residential driveway apron approach (as required to for residential driveway apron repair) repairs required by ACC 12.12.234 to be included in the City's annual Sidewalk Repair and Accessibility Program. This fee does not include tree removal but includes removal of roots located under the sidewalk to be repaired.
15. Technology Fee: *(Per Resolution No. 5549, Resolution No. 5620 and Resolution No. 5860.)*
A 4% technology fee is included in all fees listed above except fees listed in Sections 1, 2, 12, 13, and system development charges in section 7.
16. Recording Fee: ***(Per Resolution No. 5784)***
Unless indicated as included in other applicable fees, costs for recording documents associated with permits, actions, and applications included herein shall be charged to the permittee/applicant at the City's actual cost.

M. TAX FILING FEES *(Per Resolution No. 5872).*

1. There will be a $25 Manual Processing fee imposed on any multi-purpose tax form, whether tax is owed or not, that is filed is manually and not electronically. Businesses without access to electronic filing may submit a waiver request for review to the Finance Department.