City Council
Regular Meeting
June 16, 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, June 16, 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/85498896139

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Juneteenth
Mayor Backus to proclaim June 19, 2025, as "Juneteenth" in the City of Auburn

AGENDA MODIFICATIONS

PUBLIC HEARINGS

A. Public Hearing for 2026-2031 Transportation Improvement Program (Gaub)
A Public Hearing to consider the 2026-2031 Transportation Improvement Program (TIP)

AUDIENCE PARTICIPATION

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

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

Participants can submit written comments via mail, fax, or email. All written comments must be received prior to 5:00 p.m. on the day of the scheduled meeting and must be 350 words or less.
Please mail written comments to:
City of Auburn
Attn: Shawn Campbell, City Clerk
25 W Main St
Auburn, WA 98001

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

Email written comments to: publiccomment@auburnwa.gov

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

CORRESPONDENCE

COUNCIL AD HOC COMMITTEE REPORTS

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

A. Council Rules of Procedure Ad Hoc Committee (Baldwin)

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 June 2, 2025, City Council Meeting

B. Minutes from the June 9, 2025, Study Session Meeting

C. Claims Vouchers (Thomas)
Claims voucher list dated June 4, 2025, which includes voucher numbers 479970 through voucher 480003, and voucher numbers 480005 through voucher 480086 in the amount of $846,391.52, ten electronic fund transfers in the amount of $15,451.37, and three wire transfers in the amount of $903,223.14

D. Claims Voucher (Thomas)
Claims Voucher list dated June 4, 2025, which includes voucher number 480004, in the

amount of $8,065.11

E. Payroll Voucher (Thomas)
Payroll check numbers 539693 through 539698 in the amount of $83,227.15, electronic deposit transmissions in the amount of $2,924,149.79, for a grand total of $3,007,376.94 for the period covering May 29, 2025, to June 11, 2025

F. Project No. CP1612, Postmark Contract Contingency (Krueger)
City Council to approve an increase of $77,000.00 in the total maximum authorized contract amount for Project No. CP1612, Postmark Lower Level Construction

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

UNFINISHED BUSINESS

NEW BUSINESS

ORDINANCES

A. Ordinance No. 6977 (Krum)
An Ordinance relating to the Zoning Code, amending Chapter 18.04, Sections 18.02.067, 18.07.020, 18.23.030, 18.25.020, 18.31.130, 18.31.160, 18.46A.070, 18.52.020, and creating new Section 18.31.165 of the Auburn City Code

(RECOMMENDED ACTION: Move to approve Ordinance No. 6977.)

RESOLUTIONS

A. Resolution No. 5821 (Krum)
A Resolution authorizing the Mayor to execute an Interlocal Agreement among the participating jurisdictions within the Green River, Duwamish River, and Central Puget Sound Watersheds within the Geographic Planning Area of Water Resources Inventory Area 9

(RECOMMENDED ACTION: Move to adopt Resolution No. 5821.)

B. Resolution No. 5833 (Whalen)
A Resolution amending the City of Auburn Fee Schedule

(RECOMMENDED ACTION: Move to adopt Resolution No. 5833.)

C. Resolution No. 5835 (Gaub)
A Resolution approving and adopting the 2026-2031 Transportation Improvement Program of the City of Auburn

(RECOMMENDED ACTION: Move to adopt Resolution No. 5835.)

D. Resolution No. 5836 (Hay)
A Resolution authorizing the Authorized Officer to file a Section 108 Loan Guarantee Application to the US Department of Housing and Urban Development to finance the Auburn Resource Center Project

(RECOMMENDED ACTION: Move to adopt Resolution No. 5836.)

E. Resolution No. 5837 (Krueger)
A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the State of Washington Department of Commerce to accept and expend a direct appropriation for development of a new Park in Downtown Auburn

(RECOMMENDED ACTION: Move to adopt Resolution No. 5837.)

F. Resolution No. 5838 (Gaub)
A Resolution authorizing the Mayor to execute and administer an agreement accepting a grant from the Federal Highway Administration relating to Project No. CP2505, Lake Tapps Parkway Street Lighting

(RECOMMENDED ACTION: Move to adopt Resolution No. 5838.)

G. Resolution No. 5841 (Krueger)
A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Cascade Bicycle Club to accept and expend grant funds for the operation of City Bicycle Programs

(RECOMMENDED ACTION: Move to adopt Resolution No. 5841.)

H. Resolution No. 5842 (Krueger)
A Resolution creating a Limited-Term Position of Recreation Assistant - Bicycle Programs to assist in the operation of City Bicycle Programs

(RECOMMENDED ACTION: Move to adopt Resolution No. 5842.)

MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

B. From the Mayor

ADJOURNMENT

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

AGENDA BILL APPROVAL FORM

Agenda Subject:
Public Hearing for 2026-2031 Transportation Improvement Program (Gaub)
A Public Hearing to consider the 2026-2031 Transportation Improvement Program (TIP)

Meeting Date:
June 16, 2025

Department:
Public Works

Attachments:
None

Budget Impact:

Administrative Recommendation:
City Council to hold a Public Hearing in consideration of the 2026-2031 Transportation Improvement Program (TIP).

See Resolution No. 5835 for further action on this item.

Background for Motion:

Background Summary:
The TIP is a multiyear planning tool and document for the development of transportation facilities within the City and does not represent a financial commitment by the City. Once the TIP is approved, projects are budgeted and funded through the City's biennial budget. The TIP sets priorities for the allocation of secured and unsecured funding and is a prerequisite of most grant programs. Staff also uses the TIP to coordinate future transportation projects with needed utility improvements. Resolution 5680, adopted in 2022, established that Transportation Benefit District (TBD) funded projects are identified in the TIP and that the TIP will serve as the City's financial plan for TBD funded projects.

RCW 35.77.010 requires that the TIP is amended by June 30 each year.

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

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes from the June 2, 2025, City Council Meeting

Meeting Date:
June 16, 2025

Department:
City Council

Attachments:
06-02-2025 Minutes

Budget Impact:

Administrative Recommendation:

Background for Motion:

Background Summary:

Councilmember:

Staff:

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

MINUTES

CALL TO ORDER

Mayor Backus called the meeting to order at 7:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street.

LAND ACKNOWLEDGEMENT

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

PUBLIC PARTICIPATION

The City Council Meeting was held in person and virtually.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

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

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. National Gun Violence Awareness Day

Mayor Backus proclaimed June 6, 2025, as "National Gun Violence Awareness Day" in the City of Auburn.

Catherine Rosales, King County Public Health Regional Office of Gun Violence Prevention, thanked the Mayor and Council for recognizing National Gun Violence Awareness Day.

B. LGBTQIA+ Pride Month

Mayor Backus proclaimed June 2025 as "LGBTQIA+ Pride Month" in the City of Auburn.

Paris Yandall, Operations Director of the United Territories of Pacific Islanders Alliance (UTOPIA) of Washington, thanked the Mayor and Council for recognizing Pride Month.

AGENDA MODIFICATIONS

There were no modifications to the agenda.

AUDIENCE PARTICIPATION

Cobi Clark, Auburn
Cobi thanked the Council for voting to open a Municipal Court, requested Council repeal Chapter 5.22 of the Auburn City Code, and requested the City open a Community Gun Range.

Viginia Haugen, Auburn
Virginia spoke about homelessness and low-income housing.

CORRESPONDENCE

There was no correspondence for Council to review.

COUNCIL AD HOC COMMITTEE REPORTS

A. Council Rules of Procedure Ad Hoc Committee (Baldwin)

Councilmember Baldwin, Chair of the Council Rules of Procedure Ad Hoc Committee, reported that the Ad Hoc had not met since the last Council meeting.

CONSENT AGENDA

A. Minutes from the May 19, 2025, City Council Meeting

B. Minutes from the May 27, 2025, Study Session Meeting

C. Setting the date for a Public Hearing for the 2026-2031 Transportation Improvement Program (Gaub)

D. Claims Vouchers (Thomas)
Claims voucher list dated May 21, 2025 which includes voucher numbers 479840 through voucher 479969, in the amount of $5,501,661.87, 14 electronic fund transfers in the amount of $10,701.48 and one wire transfer in the amount of $10,000.00

E. Payroll Voucher (Thomas)
Payroll check numbers 539687 through 539692 in the amount of $692,136.88, electronic deposit transmissions in the amount of $2,634,449.07, for a grand total of $3,326,585.95 for the period covering May 15, 2025 to May 28, 2025

Councilmember Stirgus moved and Councilmember Amer seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 6-0

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

ORDINANCES

A. Ordinance No. 6979 (Whalen)
An Ordinance relating to parking and adding a new Section, 10.36.135, to the Auburn City Code

Councilmember Trout-Manuel moved and Councilmember C. Taylor seconded to approve Ordinance No. 6979.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Ordinance No. 6981 (Gaub)
An Ordinance relating to Commute Trip Reduction, and amending Chapter 10.02 of the Auburn City Code

Councilmember T. Taylor moved and Councilmember Baldwin seconded to approve Ordinance No. 6981.

MOTION CARRIED UNANIMOUSLY. 6-0

RESOLUTIONS

A. Resolution No. 5829 (Krum)
A Resolution approving the South King Housing and Homelessness Partners 2026 Work Plan and 2026 Operating Budget

Councilmember Trout-Manuel moved and Councilmember Amer seconded to adopt Resolution No. 5829.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Resolution No. 5831 (Gaub)
A Resolution adopting the 2025-2029 Commute Trip Reduction Plan

Councilmember T. Taylor moved and Councilmember C. Taylor seconded to adopt Resolution No. 5831.

MOTION CARRIED UNANIMOUSLY. 6-0

C. Resolution No. 5832 (Gaub)
A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and Valley Regional Fire Authority for Geographical Information System services

Councilmember T. Taylor moved and Councilmember Amer seconded to adopt Resolution No. 5832.

MOTION CARRIED UNANIMOUSLY. 6-0

D. Resolution No. 5834 (Krum)
A Resolution approving the Lodging Tax Grant disbursements recommended by the Auburn Lodging Tax Advisory Committee and authorizing the Mayor to execute associated agreements for the purpose of Tourism

Councilmember T. Taylor moved and Councilmember Trout-Manuel seconded to adopt Resolution No. 5834.

Council discussed the benefits of these grants.

MOTION CARRIED UNANIMOUSLY. 6-0

MAYOR AND COUNCILMEMBER REPORTS

A. From the Council

Councilmember Amer reported she attended the Good Eggs Breakfast and the Community Wellness Special Focus Area meeting.

Councilmember Baldwin reported she attended the Good Eggs Breakfast.

Councilmember Stirgus reported she attended a tour of the SeaTac Airport and the Auburn Municipal Airport.

Councilmember C. Taylor reported he attended the Good Eggs Breakfast and the Puget Sound Regional Council General Assembly meeting.

Councilmember T. Taylor reported she attended the Regional Transit Committee meeting, the Puget Sound Regional Council General Assembly meeting, and the Auburn Memorial Day events.

Councilmember Trout-Manuel reported she attended the tour of the SeaTac Airport, Auburn Famers Market, and the Blue Ribbon Committee Healthy Bite event.

B. From the Mayor

Mayor Backus reported she attended the Spring Citizens Academy Graduation, Auburn Municipal Court Stand-Up Internal meeting, Puget Sound Regional Council General Assembly meeting, Sound Transit Board Retreat, Step into the Mind: A Schizophrenia Awareness Experience at the Postmark, Domestic Abuse Women's Network (DAWN) May It Forward event, and the Auburn Rotary Student Scholarship Gala event.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:37 p.m.

APPROVED this 16th day of June 2025.

______________________________ ______________________________

NANCY BACKUS, MAYOR Shawn Campbell, City Clerk

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes from the June 9, 2025, Study Session Meeting

Meeting Date:
June 16, 2025

Department:
City Council

Attachments:
06-09-2025 Minutes

Budget Impact:

Administrative Recommendation:

Background for Motion:

Background Summary:

Councilmember:

Staff:

City Council
Study Session
Municipal Services SFA
June 9, 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, Clinton Taylor, Tracy Taylor, and Yolanda Trout-Manuel. Councilmember Lisa Stirgus attended virtually via Zoom. Councilmember Kate Baldwin arrived at 5:41 p.m.

Mayor Nancy Backus and the following staff members present included: Deputy City Attorney Paul Byrne, Chief of Police Mark Caillier, Director of Community Development Jason Krum, Director of Public Works Ingrid Gaub, Director of Parks, Arts, and Recreation Julie Krueger, Director of Human Services Kent Hay, CDBG Coordinator Jody Davison, Planning Services Manager Alexandria Teague, Assistant Director of Public Works Jacob Sweeting, Parks Planning and Development Manager Thaniel Gouk, and City Clerk Shawn Campbell.

AGENDA MODIFICATIONS

The Auburn Junior City Council report out on attendance at the National League of Cities Conference was added to the agenda.

ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports, or presentations.

MUNICIPAL SERVICES DISCUSSION ITEMS

A. Project Be Free Update (Caillier) (20 Minutes)

Katya Wojcik, Executive Director, and Joel Thomas, Community Outreach

Director, of Project Be Free provided Council with an update on the program, including an overview of the Co-Response Program, Domestic Violence Advocacy and Council support. They shared the number of responses provided in 2024 and 2025 to date, the impact on the community, an update on House Bill 1498, and a Domestic Violence Survivor's story.

Council discussed their appreciation for the work of Project Be Free and the expansion of services.

AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Resolution No. 5821 (Krum) (20 Minutes)
A Resolution authorizing the Mayor to execute an Interlocal Agreement among the participating jurisdictions within the Green River, Duwamish River, and Central Puget Sound Watersheds within the Geographic Planning Area of Water Resources Inventory Area 9

Matt Goehring, WRIA 9 Salmon Recovery Manager, provided Council with an overview of the Green River, Duwamish River, and Central Puget Sound Watershed Interlocal Agreement (ILA) renewal (WRIA 9). He shared the salmon recovery timeline, the salmon recovery framework, the WRIA 9 watershed-based approach, the salmon habitat plan, the proposed renewal of the ILA, timeline for the ILA, the 2025 WRIA 9 Work Plan, salmon recovery funding, accomplishments in the watershed, and future plans.

Council discussed the benefits of increasing salmon numbers.

B. Fee Schedule Amendment for Recent State Legislation (Gaub/Krueger) (15 Minutes)

Assistant Director Sweeting and Manager Gouk provided Council with an overview of the Parks and Traffic Impact Fee Update to address recent legislation passed related to Senate Bill (SB) 5258 and House Bill (HB) 1337. They reviewed the impact of both legislative actions and requirements, the proposed approach for implementation, the current and proposed Park Impact Fees, the current and proposed Traffic Impact Fees, and reviewed the next steps.

Council discussed who pays the fees.

C. Resolution No. 5836 (Hay) (20 Minutes)
A Resolution authorizing the filing of Section 108 Loan Guarantee Application and designating signatories for payment voucher on letter of credit for a Section 108 Guarantee Loan Project

Director Hay and Coordinator Davison provided Council with an overview of the 2025 Draft Section 108 Loan Application, including a summary of the planned loan application, the national objectives for the Section 108 Loan, the existing Resource Center, Community Court space, the proposed redevelopment plan, the proposed Loan request, and a Loan overview.

Council discussed the timeline for construction, the variable interest rate, the loan holder, objective for the renovations, staffing, contracts for service providers, the Police Substation, security at the building, shower facilities, the community space, staff re-locating, and plans for the space if Community Court doesn't occupy it in the future.

A Point of Order was raised by Councilmember Amer regarding the relevance of the question raised by Councilmember Baldwin. Deputy Mayor Rakes stated that Councilmember Baldwin could finish her questions.

D. Ordinance No. 6977 (Krum) (20 Minutes)
An Ordinance relating to the Zoning Code, amending Chapter 18.04, Sections 18.02.067, 18.07.020, 18.23.030, 18.25.020, 18.31.130, 18.31.160, 18.46A.070, 18.52.020, and creating new Section 18.31.165 of the Auburn City Code

Director Krum and Manager Teague provided Council with an overview of Ordinance No. 6977, Housing Types and Standards Code Update, including the updated legislation requirements and the proposed implementation of the Auburn City Code changes, the STEP Housing Types and supplemental standards, the land capacity analysis, homeless encampments hosted by religious organizations, density bonus for religious organizations developments, density bonus for existing commercial, mixed-use and apartment buildings, middle housing and critical area updates, communal housing occupancy limits, and minimum residential parking requirements.

Council discussed minimum parking requirements, the Planning Commission's recommendation, and homelessness encampments on religious organizations developments.

E. Junior City Council report out on attendance at the National League of Cities Conference

Junior City Councilmembers Rowan Santos, Prableen Kaur, and Phia Chea provided Council with a brief synopsis of their attendance at the National League of Cities (NLC) Conference.

Council discussed the delegate's representation at the NLC Conference and mentorship for future attendees.

F. Proposed Changes to City Council Rules of Procedure

Deputy Mayor Rakes adjourned for a 10-minute recess at 7:12 p.m. She reconvened the meeting at 7:22 p.m.

The Council Rules of Procedure Ad Hoc Committee consists of Councilmember Baldwin as Chair, Deputy Mayor Rakes, and Councilmember C. Taylor. Chair Baldwin provided Council with the proposed changes by the Ad Hoc Committee.

Council discussed the proposed edits. The Rules of Procedure will come back to a future Study Session meeting for additional discussion.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 9:05 p.m.

APPROVED this 16th day of June 2025.

CHERYL RAKES, DEPUTY MAYOR	Shawn Campbell, City Clerk

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Claims Vouchers (Thomas)
Claims voucher list dated June 4, 2025, which includes voucher numbers 479970 through voucher 480003, and voucher numbers 480005 through voucher 480086 in the amount of $846,391.52, ten electronic fund transfers in the amount of $15,451.37, and three wire transfers in the amount of $903,223.14

Meeting Date:
June 16, 2025

Department:
Finance

Attachments:
None

Budget Impact:

Administrative Recommendation:
City Council to approve Claim Vouchers.

Background for Motion:

Background Summary:
Claims voucher list dated June 4, 2025, which includes voucher numbers 479970 through voucher 480003, and voucher numbers 480005 through voucher 480086 in the amount of $846,391.52, ten electronic fund transfers in the amount of $15,451.37, and three wire transfers in the amount of $903,223.14.

Councilmember: Kate Baldwin

Staff: Jamie Thomas

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Claims Voucher (Thomas)
Claims Voucher list dated June 4, 2025, which includes voucher number 480004, in the amount of $8,065.11

Meeting Date:
June 16, 2025

Department:
Finance

Attachments:
None

Budget Impact:

Administrative Recommendation:
City Council to approve Claim Vouchers.

Background for Motion:

Background Summary:
Claims Voucher list dated June 4, 2025, which includes voucher number 480004, in the amount of $8,065.11.

Councilmember: Kate Baldwin

Staff: Jamie Thomas

AGENDA BILL APPROVAL FORM

Agenda Subject:
Payroll Voucher (Thomas)
Payroll check numbers 539693 through 539698 in the amount of $83,227.15, electronic deposit transmissions in the amount of $2,924,149.79, for a grand total of $3,007,376.94 for the period covering May 29, 2025, to June 11, 2025

Meeting Date:
June 16, 2025

Department:	**Attachments:**	**Budget Impact:**
Finance	None	

Administrative Recommendation:
City Council to approve Payroll Vouchers.

Background for Motion:

Background Summary:
Payroll check numbers 539693 through 539698 in the amount of $83,227.15, electronic deposit transmissions in the amount of $2,924,149.79, for a grand total of $3,007,376.94 for the period covering May 29, 2025, to June 11, 2025.

Councilmember: Kate Baldwin

Staff: Jamie Thomas

AGENDA BILL APPROVAL FORM

Agenda Subject:
Project No. CP1612, Postmark Contract Contingency (Krueger)
City Council to approve an increase of $77,000.00 in the total maximum authorized contract amount for Project No. CP1612, Postmark Lower Level Construction

Meeting Date:
June 16, 2025

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

Department:	**Attachments:**	**Budget Impact:**
Parks, Arts & Recreation	None	

Administrative Recommendation:
City Council to approve an increase of $77,000.00 in the total maximum authorized contract amount for Postmark Lower Level Construction; Project No. CP1612.

Background for Motion:

Background Summary:
Auburn City Code (ACC) Chapter 3.10 specifies the total maximum authorized contract amount for construction contracts based on contract value. The maximum authorized contract amount includes the original contract amount plus an authorized contingency. The Code allows for administrative approval of change order work within the authorized contingency amount. If additional contingency exists within the overall project budget, the Code also allows the City Council to increase the total maximum authorized contract amount, which is an increase to the authorized contingency available for administrative approval.

CP1612 Postmark Lower Level Construction includes the final phase of renovations at Postmark Center for the Arts which includes creating classroom space, art studios, performing arts space, and storage. The contract amount for this project was $728,000 and the requested increase in funds are available in the existing project budget.

This requested increase in the maximum authorized contract amount will use available overall project contingency to provide for items of work that were not part of the original contract:

1. Miscellaneous additions discovered construction:
    a. adding FRP to the paint sprayout room,
    b. modifying acoustical grid design for performing arts space,
    c. altered shelving in art room cabinets to be full depth,
    d. add wall mounts for TVs,

e. add additional trim around multiple doors and openings,
f. additional drywall in hallways to better suit artwork,
g. change out existing doors that were proposed for reuse with new doors with half windows,
h. add additional data drops and electrical receptacles,
i. add additional paint work to numerous requested changes (e.g. doors).

2. Added fire alarm devices (per VRFA inspection).
3. Relocate junction box from behind drain (per Electrical inspection).
4. Add fire stop (per City inspection).

To fund these changes, an increase in the total authorized contract amount of $77,000 will be required, which is available within the existing overall project budget.

Councilmember: Tracy Taylor **Staff:** Julie Krueger

AGENDA BILL APPROVAL FORM

Agenda Subject: Ordinance No. 6977 (Krum) An Ordinance relating to the Zoning Code, amending Chapter 18.04, Sections 18.02.067, 18.07.020, 18.23.030, 18.25.020, 18.31.130, 18.31.160, 18.46A.070, 18.52.020, and creating new Section 18.31.165 of the Auburn City Code	**Meeting Date:** June 16, 2025

(RECOMMENDED ACTION: Move to approve Ordinance No. 6977.)

Department:	**Attachments:**	**Budget Impact:**
Community Development	Ordinance No. 6977, Ordinance No 6977 - Exhibit A	

Administrative Recommendation:
City Council to approve Ordinance No. 6977.

Background for Motion:
This Ordinance updates Auburn's Zoning Ordinance, Title 18, to ensure consistency with the Land Use and Housing Elements of the Comprehensive Plan, and recent Washington State Housing Laws.

Background Summary:
RCW 36.70A.130 requires cities that are fully planning under the Growth Management Act (GMA) conduct the "periodic review and update" of Comprehensive Plans and Development Regulations required, every ten years. Commerce provides a "Periodic Update Checklist for Fully-Planning Cities" to help fully planning cities complete their review of Development Regulations. The latest Commerce "Periodic Update Checklist for Fully-Planning Cities" contained several new Washington State Housing Laws, dating from 2019 to 2023.

The City of Auburn has reviewed its Development Regulations for consistency with the new housing laws and therefore has proposed amendments to City Code, specifically Title 18, to implement the goals, policies, and strategies identified in the Land Use and Housing Elements of the Comprehensive Plan and comply with the Washington State Housing Laws, including: RCW 35.21.683 (HB 1220) requiring jurisdictions to update their development regulations with respect to emergency shelters, transitional housing, emergency housing, and permanent supportive housing (STEP); RCW 36.70A.070(2)(c) requiring a quantitative land capacity analysis for permanent supportive housing and emergency housing needs to show sufficient capacity for their allotted share of countywide needs; RCW 36.01.290 limiting local jurisdictions' regulation of religious organization's ability host the homeless on property owned or controlled by the religious organization; RCW 35A.21.314 prohibiting local jurisdictions from regulating or limiting the number of unrelated persons that may occupy a household or dwelling unit unless related to lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building code or city ordinance; ESSB 5184 prohibiting a city from requiring more than 0.5 parking space per multifamily dwelling unit or any minimum parking requirements for senior housing; RCW 36.70A.635(8)(a) relating to middle housing developments in which portions of a lot, parcel, or tract are designated with critical areas designated under RCW 36.70A.170 or their buffers; RCW 36.70A.545 requiring an increased density bonus for affordable housing located on property owned by a religious organization; and RCW 35.21.990 requiring that jurisdictions allow up to a 50 percent density bonus when new housing units are added to existing commercial and mixed-use buildings.

Staff presented the proposed changes to City Council at Study Session on June 9, 2025.

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

ORDINANCE NO. 6977

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO THE ZONING CODE, AMENDING CHAPTER 18.04, SECTIONS 18.02.067, 18.07.020, 18.23.030, 18.25.020, 18.31.130, 18.31.160, 18.46A.070, 18.52.020, AND CREATING NEW SECTION 18.31.165 OF THE AUBURN CITY CODE

WHEREAS, Revised Code of Washington (RCW) 36.70A.130 requires cities that are fully planning under the Growth Management Act (GMA) conduct the "periodic review and update" of comprehensive plans and development regulations required, every ten years. The Washington State Department of Commerce provides a "Periodic Update Checklist for Fully-Planning Cities" to help fully planning cities complete their review of development regulations. The latest Commerce "Periodic Update Checklist for Fully-Planning Cities" contained several new Washington State Housing Laws, dating from 2019 to 2023; and

WHEREAS, RCW 36.70A.070 requires cities to include a housing element in their comprehensive plans. The housing element must include an inventory and analysis of existing and projected housing needs that identifies the number of housing units necessary to manage projected growth, as provided by the Department of Commerce, including units for moderate, low, very low, and extremely low-income households as well as emergency housing, emergency shelters, and permanent supportive housing; and

WHEREAS, per the City's Housing Needs Assessment (Appendix A of the Comprehensive Plan) adopted under the recent periodic comprehensive plan update (Ord. No. 6960), the city needs to accommodate 2,300 net new emergency housing units and 892 new net permanent supportive housing units; and

WHEREAS, House Bill (HB) 1220 (2020) (RCW 35.21.683) requires jurisdictions to update their development regulations with respect to emergency shelters, transitional housing, emergency housing, and permanent supportive (STEP) housing. Any city cannot prohibit permanent supportive housing in any zones in which residential dwelling units or hotels are allowed, cannot prohibit transitional housing in any zones in which residential dwelling units or hotels are allowed, and cannot prohibit indoor emergency shelters and indoor emergency housing must be allowed in any zones in which hotels are allowed; and

WHEREAS, RCW 36.70A.070(2)(c) requires comprehensive plans to include a housing element that identifies "sufficient capacity of land" to accommodate all projected housing needs during the twenty-year planning horizon. To demonstrate a "sufficient capacity of land", fully planning jurisdictions must complete a quantitative land capacity analysis for permanent supportive housing and emergency housing needs to show sufficient capacity for their allotted share of countywide needs; and

WHEREAS, Auburn has prepared a series of maps to demonstrate that through the land capacity analysis there is sufficient potential capacity for Auburn to accommodate the city's allotted share of countywide permanent supportive housing and emergency housing needs. These maps also demonstrated that with a buffer of 500 ft. for those STEP housing that exceed 100 units or beds, the city still has sufficient capacity to meet the allotted share of permanent supportive housing and emergency housing. The 500 ft. buffer on units exceeding 100 units or beds provides reasonable spacing and intensity of use requirements. Such intensity and spacing limitation would allow for a more equitable distribution of such use across the city; and

WHEREAS, Engrossed Substitute House Bill (ESHB) 1754 (2020) amended three statues (RCW 35.21.915, RCW 35A.21.360, and RCW 36.01.290) related to hosting the homeless by religious organizations. Per RCW 36.01.290 a city may not impose conditions other than those necessary to protect public health and safety and that do not substantially burden the decisions or actions of a religious organization regarding the location of housing or shelter, such as an outdoor encampment, indoor overnight shelter, temporary small house on-site, or vehicle resident safe parking, for homeless persons on property owned or controlled by the religious organization; and

WHEREAS, per RCW 35A.21.314 except for occupant limits on group living arrangements regulated under state law or on short-term rentals as defined in RCW 64.37.010 and any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building code or city ordinance, a code city may not regulate or limit the number of unrelated persons that may occupy a household or dwelling unit; and

WHEREAS, per ESSB 5184 city code may not require more than 0.5 parking space per multifamily dwelling unit or any minimum parking requirements for senior housing; and

WHEREAS, per RCW 36.70A.635(8)(a) the middle housing provisions do not apply to portions of a lot, parcel, or tract designated with critical areas designated under RCW 36.70A.170 or their buffers as required by RCW 36.70A.170, except for critical aquifer recharge areas where a single-family detached house is an allowed use provided that any requirements to maintain aquifer recharge are met. All developments, including middle housing, are currently subject to the Critical Areas Ordinance and contained in Chapter 16.10 ACC; and

WHEREAS, per RCW 36.70A.545 an increased density bonus for affordable housing located on property owned by a religious organization must be allowed. The state has set forth standards that require jurisdictions to allow for density bonuses for housing developments proposed on sites that are owned by religious organizations; and

WHEREAS, per RCW 35.21.990 the state has set forth standards and restrictions for jurisdictions when reviewing the addition of residential housing units to existing buildings that are within zones that allow for mixed-use development. The state requires that jurisdictions allow up to a 50 percent density bonus when new housing units are added to existing commercial and mixed-use buildings; and

WHEREAS, the amendment to Title 18 is intended to implement the goals, policies, and strategies identified in the Land Use and Housing Elements of the Comprehensive Plan and comply with the aforementioned Washington State housing laws.

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

Section 1. Amendment to City Code. Chapter 18.04, Sections 18.02.067, 18.07.020, 18.23.030, 18.25.020, 18.31.130, 18.31.160, 18.46A.070, 18.52.020 is amended, and a new Section 18.31.165 of the Auburn City Code is created, as shown in Exhibit A.

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

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

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

INTRODUCED: ______________

PASSED: ___________________

APPROVED: ________________

____
NANCY BACKUS, MAYOR

ATTEST:

____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

____
Jason Whalen, City Attorney

Published: ____

18.02.067 Units allowed per lot.

A. *Applicability.* The standards in this section apply to all residential uses in residential and mixed-use zones.

B. *Units.* For the purposes of this section, “units” refer to dwelling units, including accessory dwelling units (ADUs).

C. *Base Units Allowed Per Lot.* All lots in residential zones greater than 1,000 square feet in area may be developed with up to the number of units shown in ACC 18.07.030(D)(1) when in compliance with all other relevant standards of this chapter and Chapter 18.25 ACC. Example: If four units are the base units on a given lot, and a fourplex has been developed, no ADUs may be added.

D. *Middle Housing Base Units per Lot Allowed With Transit or Affordability Bonus.* Unit bonuses specific to middle housing are required to comply with RCW 36.70A.635.

1. All lots in residential zones may be developed with up to the number of middle housing units shown in ACC 18.07.030(D)(2) under the following conditions:

   a. The lot is within one-quarter mile walking distance of a major transit stop (as defined in ACC 18.04.597), or

   b. At least two units on the lot are affordable housing meeting the requirements of subsections (D)(2) through (D)(6) of this section.

Note: Bonus units for subsections (D)(1)(a) and (D)(1)(b) of this section are not cumulative. Single-unit detached housing lots are not eligible for bonuses and are not allowed as a component of the bonus development.

2. To qualify for additional units under the affordable housing provisions, applicant shall commit to renting or selling the required number of units as affordable housing.

3. Dwelling units that qualify as affordable housing shall have costs, including utilities other than telephone, that do not exceed 30 percent of the monthly income of a household whose income does not exceed the following percentages of median household income adjusted for household size, for the county where the household is located, as reported by the United States Department of Housing and Urban Development:

a. Rental housing: 60 percent.

b. Owner-occupied housing: 80 percent.

4. The units shall be maintained as affordable for a term of at least 50 years, and the property shall satisfy that commitment and all required affordability and income eligibility conditions.

5. The applicant shall record a covenant or deed restriction that ensures the continuing rental or ownership of units subject to these affordability requirements consistent with the conditions in Chapter 84.14 RCW for a period of no less than 50 years. The covenant or deed restriction must address the following:

a. How affordability will be defined, managed, and controlled under scenarios for both ownership and rental housing. The covenant must commit to renting or selling the required number of units as affordable housing and, for rental units, ensure the continuing rental of units consistent with Chapter 84.14 RCW.

b. Criteria and policies to maintain public benefit if the property is converted to a use other than that which continues to provide for permanently affordable housing.

6. The units dedicated as affordable housing shall:

a. Be provided in a range of sizes comparable to other units in the development.

b. The number of bedrooms in affordable units shall be in the same proportion as the number of bedrooms in units within the entire development.

c. Generally, be distributed throughout the development and have substantially the same functionality as the other units in the development.

E. *Lot Area per Unit Above Base Allowance.* Additional units beyond what is allowed under ACC 18.25.040(A) are allowed based on lot area above the minimum lot size threshold. One additional unit is allowed above the base for each interval of the value shown in ACC 18.07.030(D)(3) up to the maximum number of units per lot (ACC 18.07.030(D)(4)), except for courtyard housing. For example: a lot with an area of 5,650 square feet in the R-2 zone may have one additional unit above the base of four because it is 1,250 square feet larger than the minimum lot size.

F. *Maximum Units per Lot.*

1. Except for courtyard housing, the total number of units shall not exceed the value listed in ACC 18.07.030(D)(3).

2. The maximum number of units for courtyard housing is two times the number of units listed in ACC 18.07.030(D)(4). (Ord. 6959 § 1 (Exh. A), 2024.)

G. *Density Bonus for Sites Owned by Religious Organizations*. Real property owned or controlled by religious organizations may qualify for a 50 percent density bonus for housing units when developing single-family residences or apartment buildings, provided that:

1. 100 percent of the units are dedicated as affordable housing and set aside for or occupied exclusively by low-income households as defined by RCW 35A.63.300(6)(b);

2. The units shall be maintained as affordable for a term of at least 50 years, and the property shall satisfy that commitment and all required affordability and income eligibility conditions, even if the religious organization no longer owns the property;

a. The applicant shall record a covenant or deed restriction that ensures the continuing rental or ownership of units for a period of no less than 50 years.

b. The covenant or deed restriction must address how affordability will be defined, managed, and controlled under scenarios for both ownership and rental housing. The covenant must commit to renting or selling the required number of units as affordable housing.

3. The affordable housing development does not discriminate against any person who qualifies as a member of a low-income household based on race, creed, color, national origin, sex, veteran or military status, sexual orientation, or mental or physical disability; or otherwise act in violation of the federal fair housing amendments act of 1988;

4. The religious organization developing the affordable housing development must pay all fees, mitigation costs, and other charges required through the development of the affordable housing development;

5. Religious organizations rehabilitating an existing affordable housing development as defined by RCW 35A.63.300(6)(a) are also eligible to pursue a density bonus under this section;

6. The proposal is consistent with the development standards of the underlying zone.

H. *Density Bonus for Existing Commercial, Mixed-Use, and Apartment Buildings.* Existing Commercial, Mixed-Use, and Apartment Buildings may qualify for a density bonus of up to 50 percent when adding housing units, provided that;

1. The additional housing units are located entirely within the existing building envelope, and generally applicable health and safety standards, including but not limited to building code standards and fire and life safety standards, can be met within the building;

2. The existing parking is not reduced through the addition of new housing units;

3. The existing building is located within one of the following zones that allows for mixed-use development – R-3, R-4, R-NM, R-F, C-2, C-AG, and M-1;

4. The addition of dwelling units complies with Mixed-Use and Apartment development design standards when located along Multimodal transportation corridors;

5. The building received a final certificate of occupancy 3 years prior to the permit application to add housing units;

6. The proposal is consistent with the development standards of the underlying zone;

7. The proposal is allowed the following exemptions;

a. The proposal shall not be required to provide additional parking for added housing units;

b. The proposal shall not be required to meet the current energy code for unchanged portions of an existing building. New units provided are not exempt from current energy code requirements.

c. The proposal shall be exempt from providing a transportation concurrency study under RCW 36.70A.070 or an environmental study under Chapter 43.21C RCW based on the addition of residential units within an existing building.

The Auburn City Code is current through Ordinance 6971, passed February 3, 2025.

Chapter 18.04
DEFINITIONS

Sections:

18.04.465 Homeless encampment.

"Homeless encampment" means an emergency homeless encampment hosted by a religious organization~~church or other organization~~, which provides temporary housing to homeless persons. (Ord. 6245 § 3, 2009; Ord. 6014 § 2, 2006.)

18.04.485 Host agency.

"Host agency" means the owner of the property, being a religious institution or other organization, that joins a sponsoring agency in an application for ~~a~~ indoor emergency housing, indoor emergency shelters, permanent supportive housing, and transitional housing ~~temporary use permit~~ for providing basic services and support to ~~homeless encampment~~ residents, such as hot meals, coordination of other needed donations and services, etc. (Ord. 6245 § 3, 2009; Ord. 6014 § 3, 2006.)

18.04.792 Religious institution.

"Religious institution" means an establishment, operated by a religious organization, that provides religious worship, religious services or religious ceremonies as its principal use with the sanctuary or principal place of worship contained within a principal building. Incidental and accessory uses that include chapels or subordinate places of worship, school rooms, daycares, classrooms, kitchens, library rooms or reading rooms, recreation halls or offices are permitted in the principal building or in separate buildings. Caretaker's quarters or living quarters for employees are also permissible as an accessory use. The following incidental and accessory uses to a religious institution are not permitted unless allowed under a valid temporary use permit issued pursuant to ACC 18.46A.070: (A) facilities for training of religious orders; (B) nonemployee rooms for rent, boarding rooms or similar facilities; or (C) public showers or other public health services. (Ord. 6245 § 3, 2009; Ord. 6014 § 1, 2006; Ord. 5550 § 1, 2001.)

18.04.793 Religious organization.

"Religious organization" means the federally protected practice of a recognized religious assembly, school, or institution that owns or controls real property.

18.04.828 Sponsoring agency.

"Sponsoring agency" means an organization that joins in an application with a host agency for ~~a temporary use permit~~indoor emergency housing, indoor emergency shelters, permanent supportive housing, and transitional housing and assumes responsibility for providing basic services and support to ~~homeless encampment~~ residents, such as hot meals, coordination of other needed donations and services, etc. (Ord. 6245 § 3, 2009; Ord. 6014 § 4, 2006.)

18.04.891 Supportive housing.

"Supportive housing" means a multiple-family dwelling owned or sponsored by a nonprofit corporation or government entity, designed for occupancy by individual adults that are either (A) homeless or at risk of homelessness; (B) are experiencing a disability that presents barriers to employment and housing stability; or (C) generally require structured supportive services to be successful living in the community~~; is permitted at a greater unit density than otherwise allowed within a particular zone; and is intended to provide long-term, rather than transitional, housing. Long-term housing is approximately longer than two years, whereas transitional housing is no more than two years.~~. Supportive housing is not a communal residence. (Ord. 6560 § 8, 2015; Ord. 6245 § 3, 2009; Ord. 6167 § 1, 2008.)

18.04.896.1 Transitional housing.

"Transitional housing" means a supportive housing for persons or families for up to two years for the purpose of facilitating the movement of persons and families into independent living.

Chapter 18.07
RESIDENTIAL ZONES

Sections:

18.07.020 Uses.

Table 18.07.020. Permitted Use Table – Residential Zones

P = Permitted A = Administrative C = Conditional Use X = Not Permitted							
Land Uses	**Zoning Designations**						
	RC	**R-1**	**R-2**	**R-3**	**R-4**	**R-NM**	**R-F**
A. Residential Uses.							
Accessory dwelling units subject to the provisions contains in Chapter 18.32	P[1]	P[1]	P[1]	P[1]	P[1]	P[1]	P[1]
Accessory use, residential	P	P	P	P	P	P	P
Adult family home	P	P	P	P	P	P[1]	P
Apartments (7 units or more)	X	X	X	P[11]	P	P	X
Bed and breakfast or short-term rentals	P	P	P	P	P	X	P
Caretaker apartment	X	X	X	X	X	P	X
Communal residence ~~four or less individuals~~	P	P	P	P	P	X	P

Foster care homes	P	P	P	P	P	X	P
Group residence facilities (7 or more residents)	X	X	X	P	P	P	P
Group residence facilities (6 or fewer residents)	P	P	P	P	P	P	P
Keeping of animals[4]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]
Middle housing subject to the provisions in Chapter 18.25 (2 to 6 units)	P	P	P	P	P	P	P
Neighborhood recreational buildings and facilities owned and managed by the neighborhood homeowners' association	A[6]	A[6]	A[6]	A[6]	A[6]	P	P
Use as dwelling units of (1) recreational vehicles that are not part of an approved recreational vehicle park, (2) boats, (3) automobiles, and (4) other vehicles	X	X	X	X	X	X	X
Renting of rooms, for lodging purposes only, to accommodate not more than two persons in addition to the family or owner occupied unit[8]	P	P	P	P	P	P	P
Residential care facilities including but not limited to assisted living facilities, convalescent homes, continuing care retirement facilities	P	P	P	P	P	P	P
Single-unit detached dwellings, new	P	P	P	X	X	X	P
Supportive housing (permanent), subject to the provisions of ACC 18.31.160	P~~X~~	P~~X~~	~~X~~P	P	P	P	P

Swimming pools, tennis courts and similar outdoor recreation uses only accessory to residential or park uses	P	P	P	P	P	P	P
Townhouses (attached)	X	X	X	X	P	P	P
Transitional housing	P	P	P	P	P	P	P
B. Commercial Uses.							
Commercial horse riding and bridle trails	A	X	X	X	X	X	X
Commercial recreation facility, indoor	X	X	X	X	P	P	X
Commercial retail establishment	X	X	A	A	P	P	A
Convenience store	X	X	X	X	P	P	X
Daycare, limited to a mini daycare center. Daycare center, preschool or nursery school may also be permitted but must be located on an arterial	X	P	P	P	P	P	P
Grocery or specialty food store	X	X	X	A	P	P	A
Home-based (or family) daycare as regulated by RCW 35.63.185 and through receipt of approved city business license	P	P	P	P	P	P	P
Home occupations subject to compliance with Chapter 18.60 ACC	P	P	P	P	P	P	P
Marijuana cooperative	X	X	X	X	X	X	X
Marijuana processor	X	X	X	X	X	X	X
Marijuana producer	X	X	X	X	X	X	X
Marijuana related business	X	X	X	X	X	X	X

Marijuana researcher	X	X	X	X	X	X	X
Marijuana retailer	X	X	X	X	X	X	X
Marijuana transporter business	X	X	X	X	X	X	X
Mixed-use development[3, 10]	X	X	X	P	P	P	P
Personal service shop	X	X	A	P	P	P	P
Nursing homes	X	X	X	X	C	C	C
Privately owned and operated parks and playgrounds and not homeowners' association-owned recreational area	X	A	A	A	A	P	P
Professional offices	X	X	A	A	P[9]	P	P
Restaurant, café, or coffee shop	X	X	A	A	P	P	A
Neighborhood retail establishment	X	X	A	A	P	P	P
C. Resource Uses.							
Agricultural enterprise:[7]							
When 50 percent, or more, of the total site area is dedicated to active agricultural production during the growing season, and with 52 or less special events per calendar year	A[7]	X	X	X	X	X	X
When less than 50 percent of the total site area is dedicated to active agricultural production during the growing season, or with more than 52 special events per calendar year	C[7]	X	X	X	X	X	X

Agricultural type uses are permitted provided they are incidental and secondary to the single-family use:							
Agricultural crops and open field growing (commercial)	P	X	X	X	X	X	X
Barns, silos and related structures	P	X	X	X	X	X	X
Commercial greenhouses	P	X	X	X	X	X	X
Pasturing and grazing[4]	P	X	X	X	X	X	X
Public and private stables[4]	P	X	X	X	X	X	X
Roadside stands, for the sale of agricultural products raised on the premises. The stand cannot exceed 300 square feet in area and must meet the applicable setback requirements	P	X	X	X	X	X	X
Fish hatcheries	C	X	X	X	X	X	X
D. Government, Institutional, and Utility Uses.							
Civic, social and fraternal clubs	X	X	X	X	A	A	A
Government facilities	A	A	A	A	A	A	A
Hospitals (except animal hospitals)	X	X	X	X	X	C	C
Municipal parks and playgrounds	A	P	P	P	P	P	P
Museums	X	X	X	X	A	A	A
Religious institutions, less than one acre lot size[12]	A	A	A	A	A	A	A
Religious institutions, one acre or larger lot size[12]	C	C	C	C	C	C	C

Transmitting towers	C	C	C	C	C	C	C
Type 1-D wireless communications facility (see ACC 18.04.912(W) and ACC 18.31.100)	P	P	P	P	P	P	P
Eligible facilities request (EFR) (wireless communications facility – See ACC 18.04.912(H))	P	P	P	P	P	P	P
Utility facilities and substations	C[5]	C[5]	C[5]	C[5]	C[5]	C[5]	C[5]
Small wireless facilities (ACC 18.04.912(Q))	P	P	P	P	P	P	P

1 An accessory dwelling unit may be permitted with an existing single-family residence pursuant to ACC 18.31.120.

2 Please see the supplemental development standards for animals in ACC 18.31.220.

3 Individual uses that make up a mixed-use development must be permitted within the zone. If a use making up part of a mixed-use development requires an administrative or conditional use permit, the individual use must apply for and receive the administrative or conditional use approval, as applicable.

4 Proximity of pasture or livestock roaming area to wells, surface waters, and aquifer recharge zones is regulated by the King or Pierce County board of health, and property owners shall comply with the provisions of the board of health code.

5 Excludes all public and private utility facilities addressed under ACC 18.02.040(E).

6 Administrative use permit not required when approved as part of a subdivision or binding site plan.

7 Agricultural enterprise uses are subject to supplemental development standards under ACC 18.31.210, Agricultural enterprises development standards.

8 An owner occupant that rents to more than two persons but no more than four persons is required to obtain a city of Auburn rental housing business license and shall meet the standards of the International Property Maintenance Code.

9 As component of Mixed-use developments and/or office ground floor uses permitted up to 5,000 square feet.

10 Commercial uses permitted outright, or allowed administratively or conditionally in this table may be allowed as part of mixed-use development.

11 Apartment buildings and Mixed-use development consisting of no more than 20 units and 3-stories per lot is permitted.

12 Reference ACC 18.31.165 for standards related to homeless encampments hosted by a religious organization.

(Ord. 6799 § 5 (Exh. E), 2020; Ord. 6642 § 4, 2017; Ord. 6600 § 9, 2016; Ord. 6565 § 2, 2015; Ord. 6560 § 9, 2015; Ord. 6477 § 8, 2013; Ord. 6369 § 2, 2011; Ord. 6363 § 3, 2011; Ord. 6269 § 3, 2009; Ord. 6245 § 5, 2009.)

Chapter 18.23
COMMERCIAL AND INDUSTRIAL ZONES

Sections:

18.23.030 Uses.

A. *General Permit Requirements.* Table 18.23.030 identifies the uses of land allowed in each commercial and industrial zone and the land use approval process required to establish each use.

B. *Requirements for Certain Specific Land Uses.* Where the last column in Table 18.23.030 ("Standards for Specific Land Uses") includes a reference to a code section number, the referenced section determines other requirements and standards applicable to the use regardless of whether it is permitted outright or requires an administrative or conditional use permit.

C. *Uses Affected by the Airport Overlay.* Refer to Chapter 18.38 ACC to determine whether uses are separately prohibited by that chapter or will be required to comply with additional regulations that are associated with the airport overlay.

Table 18.23.030. Permitted, Administrative, Conditional and Prohibited Uses by Zone, Commercial and Industrial Zones

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE								P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	**Zoning Designation**							**Standards for Specific Land Uses**
		C-1		**C-2**	**C-AG**	**M-1**	**M-2**	
INDUSTRIAL, MANUFACTURING AND PROCESSING, WHOLESALING								
Building contractor, light		X		P	X	P	P	
Building contractor, heavy		X		X	X	A	P	
Manufacturing, assembling and packaging – Light intensity		X		P	X	P	P	ACC 18.31.180
Manufacturing, assembling and packaging – Medium intensity		X		A	X	P	P	ACC 18.31.180
Manufacturing, assembling and packaging – Heavy intensity		X		X	X	X	A	ACC 18.31.180
Marijuana processor		X		X	X	C	C	Chapter 18.59 ACC
Marijuana producer		X		X	X	C	C	Chapter 18.59 ACC
Marijuana researcher		X		X	X	C	C	Chapter 18.59 ACC
Marijuana retailer		X		C	X	C	C	Chapter 18.59 ACC

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE								P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	**Zoning Designation**							**Standards for Specific Land Uses**
		C-1		**C-2**	**C-AG**	**M-1**	**M-2**	
Marijuana transporter business		X		X	X	C	C	Chapter 18.59 ACC
Outdoor storage, incidental to principal permitted use on property		X		P	X	P	P	ACC 18.57.020(A)
Storage – Personal household storage facility (mini-storage)		P		P	X	P	P	ACC 18.57.020(B)
Warehousing and distribution		X		X	X	P	C	ACC 18.57.020(C)
Warehousing and distribution, bonded and located within a designated foreign trade zone		X		P	X	P	P	
Wholesaling with on-site retail as an incidental use (e.g., coffee, bakery)		X		P	X	P	P	
RECREATION, EDUCATION AND PUBLIC ASSEMBLY USES								
Commercial recreation facility, indoor		P		P	P	P	A	

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE								P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	**Zoning Designation**							**Standards for Specific Land Uses**
		C-1		**C-2**	**C-AG**	**M-1**	**M-2**	
Commercial recreation facility, outdoor		X		A	A	P	A	ACC 18.57.025(A)
Conference/convention facility		X		A	X	A	X	
Library, museum		A		A	X	A	X	
Meeting facility, public or private		P		P	X	A	A	
Movie theater, except drive-in		P		P	P	X	X	
Private school – Specialized education/training (for profit)		A		P	P	P	P	
Religious institutions, lot size less than one acre		P		P	A	A	A	ACC 18.31.165
Religious institutions, lot size more than one acre		P		P	A	A	A	ACC 18.31.165
Sexually oriented businesses		X		P	X	P	P	Chapter 18.74 ACC

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE								P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	**Zoning Designation**							**Standards for Specific Land Uses**
		C-1		**C-2**	**C-AG**	**M-1**	**M-2**	
Sports and entertainment assembly facility		X		A	X	A	A	
Studio – Art, dance, martial arts, music, etc.		P		P	P	P	A	
RESIDENTIAL								
Apartment units, as part of a mixed-use development[2]		X	~~X~~	P	P	P	X	ACC 18.57.030
Apartments, stand-alone		X	~~X~~	X	X	X	X	
Caretaker apartment		P		P	X	P	P	
Indoor emergency housing or shelter		P		P	P	A	A	ACC 18.31.160
Live/work unit, as part of a mixed-use development[2]		X		P	P	P	X	
Live/work unit, stand-alone[3]		X	X	X	X	X	X	
Work/live unit, as part of a mixed-use development[2]		X~~P~~		P	P	P	X	

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE								P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designation							Standards for Specific Land Uses
		C-1		C-2	C-AG	M-1	M-2	
Work/live unit, stand-alone[3]		X		X	X	X	X	
Marijuana cooperative		X		X	X	X	X	
Nursing home, assisted living facility		P		P	C	X	X	
Senior housing[2]		X		A	X	X	X	
Supportive housing (permanent)		P		P	P	A	A	ACC 18.31.160
Transitional housing		P		P	P	A	A	ACC 18.31.160
RETAIL								
Building and landscape materials sales		X		P	X	P	P	ACC 18.57.035(A)
Construction and heavy equipment sales and rental		X		X	X	A	P	
Convenience store		A		P	X	P	P	
Drive-through espresso stands		A		P	A	P	A	

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE								P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	**Zoning Designation**							**Standards for Specific Land Uses**
		C-1		**C-2**	**C-AG**	**M-1**	**M-2**	
Drive-through facility, including banks and restaurants		A		P	P	P	P	ACC 18.52.040
Entertainment, commercial		A		P	X	A	A	
Groceries, specialty food stores		P		P	P	P	X	
Nursery		X		P	A	P	P	ACC 18.57.035(C)
Outdoor displays and sales associated with a permitted use (auto/vehicle sales not included in this category)		P		P	P	P	P	ACC 18.57.035(D)
Restaurant, cafe, coffee shop		P		P	P	P	P	
Retail								
Community retail establishment		P		P	P	P	P	
Neighborhood retail establishment		P		P	P	P	P	

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE								P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	**Zoning Designation**							**Standards for Specific Land Uses**
		C-1		**C-2**	**C-AG**	**M-1**	**M-2**	
Regional retail establishment		X	X	P	P	P	A	
Tasting room		P	P	P	P	P	P	
Tavern		P	X	P	P	P	A	
Wine production facility, small craft distillery, small craft brewery		P	P	P	P	P	P	
SERVICES								
Animal daycare (excluding kennels and animal boarding)		A	A	P	A	P	P	ACC 18.57.040(A)
Animal sales and services (excluding kennels and veterinary clinics)		P	P	P	P	P	P	ACC 18.57.040(B)
Banking and related financial institutions, excluding drive-through facilities		P	P	P	P	P	P	
Catering service		P	P	P	A	P	P	

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE								P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designation							Standards for Specific Land Uses
		C-1		C-2	C-AG	M-1	M-2	
Daycare, including mini daycare, daycare center, preschools or nursery schools		P		P	P	P	X	
Dry cleaning and laundry service (personal)		P		P	P	P	P	
Equipment rental and leasing		X		P	X	P	P	
Kennel, animal boarding		X		A	X	A	A	ACC 18.57.040(C)
Government facilities; this excludes offices and related uses that are permitted outright		A		A	A	A	A	
Hospital		P		P	X	P	P	
Lodging – Hotel or motel		P		P	P	A	A	
Medical – Dental clinic		P		P	P	P	X	
Mortuary, funeral home, crematorium		P		P	X	P	X	

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE								P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	**Zoning Designation**							**Standards for Specific Land Uses**
		C-1		**C-2**	**C-AG**	**M-1**	**M-2**	
Personal service shops		P		P	P	P	X	
Pharmacies		P		P	P	X	X	
Print and copy shop		P		P	P	P	X	
Printing and publishing (of books, newspaper and other printed matter)		A		P	P	P	P	
Professional offices		P		P	P	P	P	
Repair service – Equipment, appliances		A		P	P	P	P	ACC 18.57.040(D)
Veterinary clinic, animal hospital		P		P	P	P	X	
Youth community support facility		P		X	X	X	X	ACC 18.57.040(E)
TRANSPORTATION, COMMUNICATIONS AND INFRASTRUCTURE								
Ambulance, taxi, and specialized transportation facility		X		A	X	P	P	

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE								P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designation							Standards for Specific Land Uses
		C-1		C-2	C-AG	M-1	M-2	
Broadcasting studio		P		P	X	P	P	
Heliport		X		C	X	C	C	
Motor freight terminal[1]		X		X	X	X	X	See Footnote No. 1
Parking facility, public or commercial, surface		P		P	P	P	X	
Parking facility, public or commercial, structured		P		P	P	P	X	
Towing storage yard		X		X	X	A	P	ACC 18.57.045(A)
Utility transmission or distribution line or substation		A		A	A	A	A	
Wireless communications facility (WCF) (See ACC 18.04.912(W))		*		*	*	*	*	*See ACC 18.31.100 for use regulations and zoning development standards.
Eligible facilities request (EFR) (wireless communications facility) (See ACC 18.04.912(H))		P		P	P	P	P	

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE								P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designation							Standards for Specific Land Uses
		C-1		C-2	C-AG	M-1	M-2	
Small wireless facilities (ACC 18.04.912(Q))		P		P	P	P	P	
VEHICLE SALES AND SERVICES								
Automobile washes (automatic, full or self-service)		A		P	P	P	P	ACC 18.57.050(A)
Auto parts sales with installation services		A		P	P	P	P	
Auto/vehicle sales and rental		A		P	X	P	P	ACC 18.57.050(B)
Fueling station		A		P	P	P	P	ACC 18.57.050(C)
Mobile home, boat, or RV sales		X		P	X	P	P	
Vehicle services – Repair/body work		X		P	X	P	P	ACC 18.57.050(D)
OTHER								
Any commercial use abutting a residential zone which has hours of		A		A	A	A	A	

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE								P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designation							Standards for Specific Land Uses
		C-1		C-2	C-AG	M-1	M-2	
operation outside of the following: Sunday: 9:00 a.m. to 10:00 p.m. or Monday – Saturday: 7:00 a.m. to 10:00 p.m.								
Other uses may be permitted by the planning director or designee if the use is determined to be consistent with the intent of the zone and is of the same general character of the uses permitted. See ACC 18.02.120(C)(6), Unclassified Uses.		P		P	P	P	P	

1 Any motor freight terminal, as defined by ACC 18.04.635, in existence as of the effective date of the ordinance codified in this section, is an outright permitted use in the M-1 and M-2 zones. Any maintenance, alterations and additions to an existing motor freight terminal which are consistent with ACC 18.23.040, Development standards, are allowed.

2 Any mixed-use development or senior housing project vested prior to Resolution No. 5187 (December 7, 2015) is an outright permitted use in the C-1 zone. Subsequently, if a nonresidential use within a vested mixed-use development changes, then the nonresidential use shall maintain a minimum of 10 percent of the cumulative building ground floor square footage consisting of the uses permitted outright, administratively, or conditionally, listed under “Recreation, Education, and Public Assembly,” “Retail,” or “Services” of the C-1 zone.

3 Any stand-alone live/work units or stand-alone work/live units vested prior to the effective date of the ordinance codified in this chapter are outright permitted uses.

(Ord. 6885 § 1 (Exh. A), 2022; Ord. 6838 § 1 (Exh. A), 2021; Ord. 6799 § 6 (Exh. F), 2020; Ord. 6728 § 3 (Exh. C), 2019; Ord. 6688 § 1 (Exh. 1), 2018; Ord. 6644 § 2, 2017; Ord. 6642 § 9, 2017; Ord. 6508 § 1, 2014; Ord. 6433 § 26, 2012.)

Chapter 18.25

MIDDLE HOUSING DEVELOPMENT STANDARDS

Sections:

18.25.020 Applicability.

A. *Eligibility Criteria.* This chapter may be applied to development or redevelopment that meets the following criteria:

1. The lot is within one of the following zones: RC, R-1, R-2, R-3, R-4, R-NM

B. *Exceptions.* This chapter may be applied to development or redevelopment, except for the following below:

1. Middle Housing is not permitted within Urban Separators.
2. Middle Housing is not permitted in the R-HMC zone.
3. Middle Housing is not permitted on lots smaller than one thousand (1,000) square feet.

4. Middle Housing provisions do not apply to portions of a lot, parcel, or tract designated with critical areas designated under RCW **36.70A.170** or their buffers as required by RCW **36.70A.170**, except for critical aquifer recharge areas where a single-family detached house is an allowed use provided that any requirements to maintain aquifer recharge are met. ~~shall not be used to justify alteration of a regulated critical area per Chapter 16.10 ACC.~~

Chapter 18.31
SUPPLEMENTAL DEVELOPMENT STANDARDS

Sections:

18.31.130 Communal residence standards.

A. *Parking Requirements.* There must be one off-street parking stall that meets city standards of ACC 18.52.050, Parking design, development, and maintenance standards, per tenant. The applicant must demonstrate that each off-site parking space is under their ownership. In condominium or townhouse communities the applicant can also provide legal documentation that demonstrates that they have exclusive use of a common area parking space. The city shall reduce the off-street parking requirement if the property owner provides and maintains a notarized affidavit signed separately by each tenant, certifying that a tenant does not own a vehicle or have control of a vehicle while at the residence. A copy of the affidavit must be provided to the city upon request.

B. *Solid Waste Management Requirements.*

1. ACC 8.08.070 requires all occupied communal residences to have minimum garbage service. The landlord is required to provide tenants with adequate garbage and recycle receptacles meeting the minimum garbage service level of this section.

2. The landlord is responsible to provide each tenant with the solid waste collection schedule at the time of the tenant's initial occupancy and that schedule is to be posted within the unit.

C. *Periodic Inspection Required.* Upon written request, the communal rental housing owner or manager shall allow inspection of the communal rental housing residential units consistent with their ability to do so under the requirements of the landlord-tenant statutes of the state of Washington and the Auburn City Code, including ACC 5.22.050(C)(3). The city may, with the legally obtained consent of an occupant or owner or manager, or pursuant to a lawfully issued warrant, enter any building, structure or premises in the city to inspect or perform any duty imposed by this code.

D. *Occupancy Limits.*

1. International Property Maintenance Code occupancy requirements are applicable to a communal residence regardless of the number of individuals living in the residence.

~~2. The occupancy limit for a communal residence shall not exceed four people. (Ord. 6560 § 10, 2015; Ord. 6477 § 9, 2013; Ord. 6245 § 15, 2009.)~~

Chapter 18.31

SUPPLEMENTAL DEVELOPMENT STANDARDS

Sections:

18.31.160 ~~Su~~Supplemental standards for transitional housing, permanent supportive housing, indoor emergency shelters, and indoor emergency housing.~~pportive housing development standards.~~

A. General Standards. Transitional housing, permanent supportive housing, indoor emergency shelters, and indoor emergency housing projects ~~Supportive housing projects~~ allowed pursuant to ACC 18.07.020 and ACC 18.23.030 shall comply with the following standards:

1. In the RC, R-1, R-2, R-3, and R-F zones, the total number of units shall be based on the maximum units per lot (ACC 18.07.030(D)(4)).

2. In the R-4 and R-NM zones, the maximum lot size is three acres.

3. In the DUC, C-1, C-2, M-1, and M-2 zones the average unit size is 350 square feet (on-site manager unit excepted). Indoor emergency shelters are exempt from this standard.

4. If more than 100 units or beds are provided, then no other permanent supportive housing, transitional housing, emergency housing or shelter is allowed within 500 ft. The 500 ft. buffer is measured from the property lines.

~~Minimum lot area per unit: 1,200 square feet.~~

~~2~~5. Must comply with the International Building Code (IBC) with relation to occupancy.

~~For lots with an area of up to one acre, the maximum number of units allowed is 25; for lots with an area greater than one acre, the maximum number of units allowed is 50.~~

~~. Maximum lot size: two acres.~~

~~4. Minimum separation from other supportive housing projects: five miles.~~

~~5. Maximum unit size: 450 square feet (on-site manager unit excepted).~~

~~5~~6. Shall provide an on-site ~~resident~~ manager who is accountable to the owner or manager of the supportive housing project.

~~6~~7. While participation is not mandatory, ~~A~~appropriate on-site or off-site support services shall be available. ~~within 1,000 feet.~~ Off-site support services shall provide residents with case management services, medication monitoring, help with vocational training and goals, access to chemical dependency services, assistance with activities of daily living, etc.

~~8. Registered sex offenders shall not be allowed to reside within supportive housing projects located within 880 feet of a school, church, daycare facility or public park.~~

~~97~~8. A written management plan shall be provided for the review and approval of the planning director. At a minimum, a management plan shall address the following:

a. The specific nature of the supportive housing project and its intended occupants;

b. Its potential impact on nearby residential uses and proposed methods to mitigate those impacts;

c. Identification of the project management or agency to whom support staff are responsible and who will be available to resolve concerns pertaining to the facility;

d. Identification of staffing, supervision and security arrangements appropriate to the facility;

e. If the planning director determines at any time there is evidence of fraud in obtaining the permit; concealment or misrepresentation of any material fact on the application or on any subsequent applications or reports; or that the supportive housing project is found to be in violation of the approved plans, conditions of approvals, or the terms of the permit or management plan, and the owner has failed to correct the violation after proper notice thereof; then the planning director may order ~~the closure of the project.~~

~~10~~9. If ~~a supportive~~the housing project is discontinued or abandoned, future use of the property shall be in conformance with the use and development standards of the ~~R-20~~ underlying zone. (Ord. 6245 § 15, 2009.)

B. Indoor overnight shelter specific standards. Where an indoor overnight shelter does not have sprinklers the following shall apply:

1. Has at least two accessible exits; and

2. Does not pose imminent danger to persons, as determined by the Building Official; then

3. The organization must enter into a memorandum of understanding for fire safety that includes local fire district inspections, an outline for appropriate emergency procedures, a determination of the most viable means to evacuate occupants from inside the host site with appropriate illuminated exit signage, panic bar exit doors, and a completed fire watch agreement indicating:

a. Posted safe means of egress;

b. Operable smoke detectors, carbon monoxide detectors as necessary, and fire extinguishers; and

c. A plan for monitors who spend the night awake and are familiar with emergency protocols, who have suitable communication devices, and who know how to contact the local fire department.

Chapter 18.31
SUPPLEMENTAL DEVELOPMENT STANDARDS

Sections:

18.31.165 Homeless Encampment Hosted by a Religious Organization.

A. Homeless encampments hosted by a religious organization is allowed as an accessory use to a religious institution, subject to the following criteria and requirements:

1. *Notice.*

a. The religious organization shall notify the city of the proposed homeless encampment a minimum of 30 days in advance of the proposed date of establishment for the homeless encampment and at least 14 days before encampment commences. The advance notification shall contain the following information:

i. The date the homeless encampment will encamp;
ii. The length of the encampment;
iii. The maximum number of residents proposed;
iv. The host location; and
v. Documentation that the host organization meets the definition of ACC 18.04.793.

b. The religious organization shall conduct at least one public informational meeting, at least one week but no later than 96 hours prior to commencing the encampment. The time and location of the meeting shall be agreed upon between the city and sponsoring agency. All property owners within 1,000 feet of the proposed homeless encampment shall be notified at least 14 days in advance of the meeting by the sponsoring agency. Proof of mailing shall be provided to the director of planning and development. At any time prior to the meeting the city will either:

i. Display notice signage at the meeting site;
ii. Display notice signage at the hosting site;
iii. Post the notice on the city's website; or
iv. Post the notice in the newspaper of local circulation.

c. A memorandum of understanding to protect the public health and safety of both the residents within and outside of the encampment. At a minimum, the agreement must include information regarding:

a. The right of a resident in an outdoor encampment to seek public health and safety assistance;

b. The resident's ability to access social services on-site, and the resident's ability to directly interact with the religious organization, including the ability to express any concerns regarding an sponsor agency to the religious organization;

c. A written code of conduct agreed to by the religious organization, if any, sponsor religious organization, and all volunteers working with residents of the outdoor encampment; and

d. When a publicly funded managing agency exists, the ability for the religious organization to interact with residents of the outdoor encampment using a release of information.

2. *Site Criteria.*

a. The property must be owned or controlled by the religious organization whether within buildings located on the property or elsewhere on the property outside of buildings.

b. The property must be sufficient in size to accommodate tents and necessary on-site facilities, including, but not limited to, the following:

i. Sanitary portable toilets in the number required to meet capacity guidelines;

ii. Hand washing stations by the toilets and by the food areas;

iii. Refuse receptacles and trash enclosures;

c. If sanitary portable toilets are used, proof of service contract for maintenance must be submitted.

d. The religious organization shall provide an adequate water source to the homeless encampment, as approved by the provider as appropriate or other water service. Proof of contracted service of water vendor or proposed source of water must be depicted on site plan.

d. No homeless encampment shall be located within a critical area or its buffer as defined under Chapter 16.10 ACC.

e. No permanent structures will be constructed for the homeless encampment.

f. No more than 100 residents shall be allowed. The city may further limit the number of residents as site conditions dictate.

g. Adequate on-site parking shall be provided for the homeless encampment. No off-site parking will be allowed. The number of vehicles used by homeless encampment residents shall be provided. If the homeless encampment is located on site with another use, it shall be demonstrated that the homeless encampment parking will not create a shortage of code-required on-site parking for the other uses on the property.

h. The homeless encampment shall be adequately buffered and screened from adjacent right-of-way and residential properties. Screening shall be a minimum height of six feet and may include, but is not limited to, a combination of fencing, landscaping, or the placement of the homeless encampment behind buildings. The type of screening shall be approved by the city.

i. All sanitary portable toilets shall be screened from adjacent properties and rights-of-way. The type of screening shall be approved by the city and may include, but is not limited to, a combination of fencing and/or landscaping.

j. The religious organization shall be responsible for the cleanup of the homeless encampment site within seven calendar days of the encampment's termination.

3. *Security.*

a. An operations and security plan for the homeless encampment shall be submitted and approved by the city.

b. The religious organization shall provide to all residents of the homeless encampment a code of conduct for living at the homeless encampment. A copy of the code of conduct shall be submitted to the city at the time of application.

c. All homeless encampment residents must sign an agreement to abide by the code of conduct and failure to do so shall result in the noncompliant resident's immediate and permanent expulsion from the property.

d. The religious organization shall keep a log of all people who stay overnight in the encampment, including names and birth dates, and dates of stay.

e. The religious organization shall take all reasonable and legal steps to obtain verifiable identification, such as a driver's license, government-issued identification card, military identification or passport from prospective and existing encampment residents.

f. The religious organization will use identification to obtain sex offender and warrant checks from the Pierce County or King County sheriff's office or relevant local police department.

i. If said warrant and sex offender checks reveal either: (A) an existing or outstanding warrant from any jurisdiction or the arrest of the individual who is the subject of the check; or (B) the subject of the check is a sex offender, required to register with the county sheriff or their county of residence pursuant to RCW 9A.44.130, then the religious organization shall immediately contact the Auburn police department if there is an active warrant, is due to the individual being a sex offender required to register and/or if, in the opinion of the on-duty executive committee member or the on-duty security staff, the person is a potential threat to the community.

g. The religious organization shall self-police and self-manage its residents and prohibit alcohol, drugs, weapons, fighting, and abuse of any kind, littering or disturbing neighbors while located on the property.

h. The religious organization will appoint an executive committee member to serve on-duty at all times to serve as a point of contact for city of Auburn police and will orient the police as to how the security operates. The names of the on-duty executive committee members will be posted daily in the security tent. The city shall provide contact numbers of nonemergency personnel, which shall be posted at the security tent.

4. *Timing.*

a. The maximum consecutive duration of a homeless encampment shall be 120 days. Citywide, the total maximum number of days homeless encampments may operate in the city shall not exceed six months in any 24-month period (e.g., two homeless encampments each operating 120 days (maximum 6-months total) may be allowed in a 24-month period).

b. Simultaneous and adjacent hostings of outdoor encampments by religious organizations may be limited if located within one thousand feet of another outdoor encampment concurrently hosted by a religious organization.

5. *Health and Safety.*

a. All temporary structures within the homeless encampment shall conform to all adopted building codes and Washington State amendments.

b. The homeless encampment shall conform to the following fire requirements:

i. Material used as roof covering and walls shall be of flame-retardant material.

ii. There shall be no open fires for cooking or heating.

iii. No heating appliances within the individual tents are allowed unless the appliance is designed and licensed for that purpose.

iv. No cooking appliances other than microwave appliances are allowed.

v. An adequate number and appropriate rating of fire extinguishers shall be provided as approved by the fire department.

vi. Adequate access for fire and emergency medical apparatus shall be provided. This shall be determined by the fire department.

vii. Adequate separation between tents and other structures shall be maintained as determined by the fire department.

viii. Electrical service shall be in accordance with recognized and accepted practice; electrical cords are not to be strung together, and any cords used must be approved for exterior use.

c. The conduct of the homeless encampment must comply with ACC 8.12.020 "Nuisances affecting public health and safety" and 8.28.010 "Noise control".

d. The religious organization shall permit inspections by Auburn staff and the King County health department at reasonable times without prior notice for compliance.

6. *Termination.* If the religious organization fails to take action against a resident who violates the standards provided herein, it may result in immediate termination of the homeless encampment. If the city learns of uncontrolled violence or acts of undisciplined violence by residents of the encampment and the sponsoring agency has not adequately addressed the situation, the encampment must be immediately terminated. (Ord. 6565 § 4, 2015; Ord. 6287 § 2, 2010; Ord. 6268 § 2, 2009.)

Chapter 18.46A
TEMPORARY USES

Sections:

18.46A.070 General and specific temporary use permits.

~~F. Specific Type II Temporary Use Permit – Homeless Encampment. In accordance with ACC 18.46A.030, the planning director or designee may issue a Type II temporary and revocable use permit for a homeless encampment subject to the following criteria and requirements:~~

~~1. *Procedural Approval.*~~

~~a. The sponsoring agency shall notify the city of the proposed homeless encampment a minimum of 30 days in advance of the proposed date of establishment for the homeless encampment and at least 14 days before submittal of the temporary use permit. The advance notification shall contain the following information:~~

~~i. The date the homeless encampment will encamp;~~

~~ii. The length of the encampment;~~

~~iii. The maximum number of residents proposed; and~~

~~iv. The host location.~~

~~b. The sponsoring agency shall conduct at least one public informational meeting within, or as close to, the neighborhood where the proposed homeless encampment will be located, a minimum of two weeks prior to the submittal of the temporary use permit application. The time and location of the meeting shall be agreed upon between the city and sponsoring agency. All property owners within 1,000 feet of the proposed homeless encampment shall be notified at least 14 days in advance of the meeting by the sponsoring agency. Proof of mailing shall be provided to the director of planning and development.~~

~~c. The temporary use permit application shall be accompanied by a hold harmless agreement whereby the host agency and sponsoring agency agree to indemnify the city of Auburn for, and hold it harmless from, all damages that may result from the operation of the homeless encampment by such permit grantee and shall pay all damages for which the permit grantee or the city of Auburn shall be held liable as the result of injuries suffered by any person, association or corporation by reason of the operation of the homeless encampment; provided, that in case any claim is filed with the city of Auburn or any suit or action is instituted against said city by reason of any such damage or injury, the city council shall promptly cause written notice thereof to be given to the grantee and the grantee shall have the right to defend any such suit or action.~~

~~2. *Site Criteria.*~~

~~a. If the sponsoring agency is not the host agency of the site, the sponsoring agency shall submit a written agreement from the host agency allowing the homeless encampment.~~

~~b. The property must be sufficient in size to accommodate tents and necessary on-site facilities, including, but not limited to, the following:~~

~~i. Sanitary portable toilets in the number required to meet capacity guidelines;~~

~~ii. Hand washing stations by the toilets and by the food areas;~~

~~iii. Refuse receptacles;~~

~~iv. Food tent and security tent.~~

~~c. The host and sponsoring agencies shall provide an adequate water source to the homeless encampment, as approved by the provider as appropriate or other water service.~~

~~d. No homeless encampment shall be located within a critical area or its buffer as defined under Chapter 16.10 ACC.~~

~~e. No permanent structures will be constructed for the homeless encampment.~~

~~f. No more than 100 residents shall be allowed. The city may further limit the number of residents as site conditions dictate.~~

~~g. Adequate on-site parking shall be provided for the homeless encampment. No off-site parking will be allowed. The number of vehicles used by homeless encampment residents shall be provided. If the homeless encampment is located on site with another use, it shall be demonstrated that the homeless encampment parking will not create a shortage of code-required on-site parking for the other uses on the property.~~

~~h. The homeless encampment shall be within a quarter mile of a bus stop with seven days per week service, whenever possible. If not located within a quarter mile of a bus stop, the sponsoring agency must demonstrate the ability for residents to obtain access to the nearest public transportation stop (such as carpools or shuttle buses).~~

~~i. The homeless encampment shall be adequately buffered and screened from adjacent right-of-way and residential properties. Screening shall be a minimum height of six feet and may include, but is not limited to, a combination of fencing, landscaping, or the placement of the homeless encampment behind buildings. The type of screening shall be approved by the city.~~

~~j. All sanitary portable toilets shall be screened from adjacent properties and rights-of-way. The type of screening shall be approved by the city and may include, but is not limited to, a combination of fencing and/or landscaping.~~

~~k. The sponsoring agency shall be responsible for the cleanup of the homeless encampment site within seven calendar days of the encampment's termination.~~

~~3. *Security.*~~

~~a. An operations and security plan for the homeless encampment shall be submitted and approved by the city.~~

~~b. The host agency shall provide to all residents of the homeless encampment a code of conduct for living at the homeless encampment. A copy of the code of conduct shall be submitted to the city at the time of application.~~

~~c. All homeless encampment residents must sign an agreement to abide by the code of conduct and failure to do so shall result in the noncompliant resident's immediate and permanent expulsion from the property.~~

~~d. The sponsoring agency shall keep a log of all people who stay overnight in the encampment, including names and birth dates, and dates of stay.~~

~~e. The sponsoring agency shall take all reasonable and legal steps to obtain verifiable identification, such as a driver's license, government-issued identification card, military identification or passport from prospective and existing encampment residents.~~

~~f. The sponsoring agency will use identification to obtain sex offender and warrant checks from the Pierce County or King County sheriff's office or relevant local police department.~~

~~i. If said warrant and sex offender checks reveal either: (A) an existing or outstanding warrant from any jurisdiction in the United States for the arrest of the individual who is the subject of the check; or (B) the subject of the check is a sex offender, required to register with the county sheriff or their county of residence pursuant to RCW 9A.44.130, then the sponsoring agency will reject the subject of the check for residency to homeless encampment or eject the subject of the check if that person is already a homeless encampment resident.~~

~~ii. The sponsoring agency shall immediately contact the Auburn police department if the reason for rejection or ejection of an individual from the homeless encampment is an active warrant, is due to the individual being a sex offender required to register and/or if, in the opinion of the on-duty executive committee member or the on-duty security staff, the rejected/ejected person is a potential threat to the community.~~

~~g. The sponsoring agency shall self-police and self-manage its residents and prohibit alcohol, drugs, weapons, fighting, and abuse of any kind, littering or disturbing neighbors while located on the property.~~

~~h. The sponsoring agency will appoint an executive committee member to serve on-duty at all times to serve as a point of contact for city of Auburn police and will orient the police as to how the security operates. The names of the on-duty executive committee members will be posted daily in the security tent. The city shall provide contact numbers of nonemergency personnel, which shall be posted at the security tent.~~

~~4. *Timing.*~~

~~a. The maximum continuous duration of a homeless encampment shall be 90 days. Citywide, the total maximum number of days homeless encampments may operate in the city shall not exceed 180 days in any 24-month period (e.g., two homeless encampments each operating 90 days (maximum 180 days total) may be allowed in a 24-month period).~~

~~b. No more than one homeless encampment may be located in the city at any time.~~

~~5. *Health and Safety.*~~

~~a. All temporary structures within the homeless encampment shall conform to all building codes.~~

~~b. The homeless encampment shall conform to the following fire requirements:~~

~~i. Material used as roof covering and walls shall be of flame retardant material.~~

~~ii. There shall be no open fires for cooking or heating.~~

~~iii. No heating appliances within the individual tents are allowed unless the appliance is designed and licensed for that purpose.~~

~~iv. No cooking appliances other than microwave appliances are allowed.~~

~~v. An adequate number and appropriate rating of fire extinguishers shall be provided as approved by the fire department.~~

~~vi. Adequate access for fire and emergency medical apparatus shall be provided. This shall be determined by the fire department.~~

~~vii. Adequate separation between tents and other structures shall be maintained as determined by the fire department.~~

~~viii. Electrical service shall be in accordance with recognized and accepted practice; electrical cords are not to be strung together and any cords used must be approved for exterior use.~~

~~c. The sponsoring and host agencies shall permit inspections by Auburn staff and the King County health department at reasonable times without prior notice for compliance with the conditions of this permit.~~

~~6. *Termination.* If the sponsoring agency fails to take action against a resident who violates the terms and conditions of this permit, it may result in immediate termination of the permit. If the city learns of uncontrolled violence or acts of undisciplined violence by residents of the encampment and the sponsoring agency has not adequately addressed the situation, the temporary use permit may be immediately terminated. (Ord. 6565 § 4, 2015; Ord. 6287 § 2, 2010; Ord. 6268 § 2, 2009.)~~

The Auburn City Code is current through Ordinance 6961, passed December 2, 2024.

Chapter 18.52
OFF-STREET PARKING AND LOADING

Sections:

18.52.020 Number of off-street parking spaces required.

Each principal use of the land, building, or structure shall provide the number of off-street parking spaces required by this section. The following standards are not applicable in the DUC, downtown urban center zone; refer to Chapter 18.29 ACC for specific requirements for that zone.

A. Parking Requirements by Land Use.

1. *Minimum Number of Parking Spaces.* Each land use shall provide the minimum number of off-street parking spaces required by Table 18.52.020, except where a greater number of spaces are required through a more specific approval process such as an administrative use permit or conditional use permit approval.

2. *Uses Not Listed.* Where a use is not listed in Table 18.52.020, the planning director shall determine the number of required parking and/or loading spaces. The planning director

shall use the requirements in Table 18.52.020 as a guide in determining the number of off-street parking spaces required based on the similarity of uses or may consider a parking generation study.

B. *Maximum Number of Parking Spaces.* Except for required parking spaces for persons with disabilities, spaces provided in park and ride lots operated by a public transit agency, spaces for carpools, spaces for electric vehicle charging and spaces within structured parking with two or more levels, the maximum number of parking spaces for nonresidential uses shall not exceed 125 percent of the minimum spaces required by Table 18.52.020.

C. *Measurement of Floor Area.* In any case where Table 18.52.020 establishes a parking requirement based on floor area in square feet (for example: two spaces per 1,000 square feet (sf) of floor area), the floor area shall be construed to mean gross floor area (defined in ACC 18.04.430).

D. *Use With Accessory Components.* A single use with accessory components shall provide parking for the primary use, and each component. For example, a hotel with a meeting room may be required to provide the parking spaces required by Table 18.52.020 for a hotel (i.e., the guest rooms), and for a meeting room.

E. *Obstruction.* Removal of required parking or loading spaces from practical use by obstruction, erection of buildings, or other actions as to reduce the parking or loading capacity or usefulness thereof below the minimum requirements established in this chapter is prohibited.

F. *Existing Legally Nonconforming Gravel Spaces.* Up to six legally nonconforming gravel parking spaces may be used to meet off-street parking requirement for residential development.

Table 18.52.020. Off-Street Parking Requirements by Land Use

Land Use Type:	Unit of Measure:	Required Parking Rate (spaces per unit of measure):[6]
Residential Categories		

Land Use Type:	Unit of Measure:	Required Parking Rate (spaces per unit of measure):[6]
Single-unit detached dwelling, adult family home, home-based daycares	Dwelling unit	2.00
Middle housing (2 to 6 units)	See Chapter 18.25 ACC for middle housing parking requirements.	
Apartments (7 or more units)	Dwelling unit	~~1.00~~0.50
Mobile home dwellings[1]	Dwelling unit	2.00
Assisted living facilities and senior housing	~~4 bedrooms~~Per unit	~~1.00~~ ~~Plus one space for each two employees~~0.00
Permanent supportive housing, transitional housing, emergency housing, and emergency shelters	Per unit	0.00
Group living (includes ~~supportive housing,~~ boardinghouse)	4 bedrooms	1.00
Commercial Categories		
Auto sales and motorcycle, new	1,000 sf of floor area	2.29
Auto sales and motorcycle, used	1,000 sf of floor area	3.08
Daycare centers	Each 10 children in care	2.00
Eating and drinking establishments	1,000 square feet of floor area	8.00
Food retail stores and markets	1,000 square feet of floor area	5.00
Health and fitness clubs	1,000 square feet of floor area	5.00

Land Use Type:	Unit of Measure:	Required Parking Rate (spaces per unit of measure):[6]
Hotel or motel	Guest room or rental unit	1.00
Mini-marts and gas stations	1,000 square feet of floor area	5.00
Mortuaries or funeral homes	25 square feet of floor space	0.25
Motor vehicle repair and services	1,000 square feet of floor area	2.50
Personal service shops	1,000 square feet of floor area	2.50
Retail commercial establishments, less than 15,000 square feet of floor area	1,000 square feet of floor area	2.50
Retail commercial establishments, greater than 15,000 square feet of floor area	1,000 square feet of floor area	4.00
Shopping centers	1,000 square feet of floor area	4.00[4]
Office Categories		
Business and professional offices	1,000 square feet of floor area	2.00
Medical-dental clinic; urgent care	1,000 square feet of floor area	3.00
Manufacturing Processing and Warehousing Categories ***(See also ACC 18.52.020(D))***		
All manufacturing, industrial, and processing uses, except the following:	1,000 square feet of floor area	1.00
Warehousing	2,000 square feet of floor area	1.00

Land Use Type:	**Unit of Measure:**	**Required Parking Rate (spaces per unit of measure):**[6]
Storage – Personal storage/mini-storage facilities	1,000 square feet of floor area[2]	0.10
Recreation, Education, Public Assembly Categories		
Auditoriums, stadiums, and theaters	25 square feet of floor space	0.25
Commercial recreation facilities – Indoor, except for the following:	1,000 square feet of floor area	5.00
Bowling alleys	Lanes	5.00
Pool and billiard rooms	Table	2.00
Skating rinks	1,000 square feet of floor area	5.00
Commercial recreation facilities – Outdoor	1,000 square feet of usable recreational area	3.00
Hospitals	Bed	1.75
Library, museum	1,000 square feet of floor area	2.50
Meeting facility, public or private	25 square feet of floor space	0.25
Religious assembly	25 square feet of floor space	0.20
Schools (public and private)		
Preschool schools	Employee[3]	1.00
Elementary/middle schools	Teaching station	1.20

Land Use Type:	Unit of Measure:	Required Parking Rate (spaces per unit of measure):[6]
Secondary (high) schools	Student	0.40
College or university (including trade and business schools)	Student	0.75
Studios (dance, martial arts, etc.)	1,000 square feet of floor area	5.00
Tennis/racquetball/handball or other sport courts	Court	2.00
	Each 300 sf of floor area for accessory uses	1.00
Recreational uses not listed elsewhere	Same as retail, based on size	

Notes:

1 Within mobile home parks, parking space shall not be allowed within the required setbacks. Guest parking shall be provided within the development: five percent of total requirement.

2 Includes total on-site building square feet.

3 There shall be two visitor-parking stalls provided for each 10 required employee stalls.

4 Compliance with these standards is not required for a change of use within an existing building.

5 Employee and customer parking only.

6 If the rate ends in an .5 and above the number of parking spaces is rounded up to the next full number to provide the total number of parking spaces required.

(Ord. 6959 § 1 (Exh. A), 2024; Ord. 6419 § 5, 2012; Ord. 6388 § 1, 2011; Ord. 6167 § 4, 2008; Ord. 6140 § 2, 2007; Ord. 6071 § 3, 2007; Ord. 5777 § 1, 2003; Ord. 5556 § 1, 2001; Ord. 5170 § 1, 1998; Ord. 4949 § 1, 1997; Ord. 4304 § 1(40), (41), 1988; Ord. 4229 § 2, 1987.)

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

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5821 (Krum)
A Resolution authorizing the Mayor to execute an Interlocal Agreement among the participating jurisdictions within the Green River, Duwamish River, and Central Puget Sound Watersheds within the Geographic Planning Area of Water Resources Inventory Area 9

Meeting Date:
June 16, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5821.)

Department:	Attachments:	Budget Impact:
Community Development	Resolution No. 5821, Resolution 5821 - Attachment A	$5,389 - 2026

Administrative Recommendation:
City Council to adopt Resolution No. 5821.

Background for Motion:
Adoption of Resolution No. 5821 will demonstrate Auburn's continued participation and support of the Water Resources Inventory Area (WRIA) 9 regional salmon recovery, ecological conservation, and long-term watershed planning efforts.

Background Summary:
Chapter 39.34 authorizes Cities and Counties to enter into Interlocal Agreements (ILA), as necessary, to work together on issues requiring joint action of parties. Since 2000, the City of Auburn has been entering into interlocal agreements or amendments or extensions thereto for participation in Water Resource Inventory Area (WRIA) 9 for the purposes of addressing regional long-term salmon recovery, watershed planning and aquatic conservation efforts. More specifically, the ILA and amendments or extensions have been previously authorized through the approvals of Resolution Nos. 3276 (November 6, 2000), 3376 (August 6, 2001), 3921 (October 17, 2005), 4118 (December 4, 2006), and 5570 (August 3, 2015).

The current WRIA 9 ILA expires on December 31, 2025. At its meeting on May 8, 2025, the WRIA 9 Watershed Ecosystem Forum (WEF) unanimously approved a final WRIA 9 ILA for 2026-2035 for consideration by each WRIA 9 city and county. Please find attached Resolution No. 5821 that would give the Mayor the authority to execute the 2026 -2035 ILA. Please also find attached the 2026 -2035 ILA.

The City's continued participation in the WRIA 9 Interlocal Agreement affords the City the opportunity to address shared interests in and responsibilities with neighboring jurisdictions pertaining to long-term watershed planning and conservation of the aquatic ecosystems and floodplains of the Green River, Duwamish River, and Central Puget Sound Watersheds. More specifically, since 2001, the seventeen (17) local governments in the WRIA 9 Interlocal Agreement have interacted in a forum of local governments that has provided a mechanism and governance structure for the joint funding, development, review, and approval of the WRIA 9 Salmon Habitat Plan, Making Our Watershed Fit for a King The Salmon Habitat Plan is the blueprint for meeting the requirements of the federal Endangered Species Act and recovering the Threatened Green River Chinook salmon population.

The cost-share of the City's participation in WRIA 9 is identified in the 2026 -2035 Interlocal Agreement. It identifies a 2026 cost-share of $34,389, a portion of which ($29,000) has been previously appropriated by the City Council in its approval of the City of Auburn 2025-2026 Biennial Budget. The remaining cost-share amount of $5,389 is proposed to be covered by previously approved department budget of Community Development. Future costs for the City's participation for the years 2027 -2035 will need be addressed through the City Council's approval of biennial City budgets.

The ILA has been reviewed and informed by several of the other ILA Parties over the course of its development, including by the WRIA 9 Management Committee and WEF, and the King County Prosecuting Attorney provided legal review. Exhibit "A" to the ILA specifies the 2026 cost shares for member jurisdictions.

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

RESOLUTION NO. 5821

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT AMONG THE PARTICIPATING JURISDICTIONS WITHIN THE GREEN RIVER, DUWAMISH RIVER AND CENTRAL PUGET SOUNDS WATERSHEDS WITHIN THE GEOGRAPHIC PLANNING AREA OF WATER RESOURCE INVENTORY AREA 9

WHEREAS, Chapter 39.34 RCW authorizes cities and counties to enter into interlocal agreements, as necessary, to work together on issues requiring joint action of parties; and

WHEREAS, since 2000, the City of Auburn has been entering into interlocal agreements or amendments or extensions thereto for participation in WRIA 9 for the purposes described therein, more specifically authorized through the approvals of Resolution Nos. 3276 (November 6, 2000), 3376 (August 6, 2001), 3921 (October 17, 2005), 4118 (December 4, 2006) and 5159 (August 3, 2015); and

WHEREAS, the current WRIA 9 ILA expires on December 31, 2025; and

WHEREAS, at its meeting on May 8, 2025, the WRIA 9 Watershed Ecosystem Forum (WEF) unanimously approved a final WRIA 9 ILA for 2026-2035 for consideration by each WRIA 9 city and county; and

WHEREAS, the City of Auburn wishes to continue participating with neighboring jurisdictions on matters beneficial to the Green River, Duwamish River and Central Puget Sound Watersheds, particularly within the geographic planning area of Water Resource Inventory Area 9 (which includes portions of Water Resource Inventory Areas 8, 10 and 15); and

WHEREAS, through its continued participation in the ILA attached hereto, the City of Auburn will address shared interests in and responsibilities with neighboring jurisdictions pertaining to long-term watershed planning and conservation of the aquatic ecosystems and floodplains of the Green River, Duwamish River, and Central Puget Sound Watersheds through collectively providing for planning, funding and implementation of various activities and projects therein; and

WHEREAS, the cost-share of the City's participation in WRIA 9 is identified in the 2026-2035 interlocal agreement attached hereto with a 2026 cost-share of $34,389.00 of which $29,000 has been previously appropriated by the City Council in its approval of the City of Auburn 2025-2026 Biennial Budget; and

WHEREAS, the future costs for the City's participation for the years 2027-2035 will be addressed through the City Council's future approval of biennial City budgets.

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

Section 1. The Mayor is authorized to execute a new interlocal agreement (ILA) between the City and the other participating jurisdictions within the WRIA 9 (Green/Duwamish and Central Puget Sound basin) in a form in substantial compliance with the agreement attached hereto as Attachment "A" and the Mayor is further authorized to negotiate the amounts of future year contributions on behalf of the City during the term of the ILA.

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

INTERLOCAL AGREEMENT

For the Green River, Duwamish River, and Central Puget Sound Watersheds within the geographic planning area of Water Resource Inventory Area 9 (which includes portions of Water Resource Inventory Areas 8, 10, and 15)

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among the eligible county and city governments signing this Agreement that are located in King County or Pierce County, lying wholly or partially within or having a major interest in the Green River, Duwamish River, and Central Puget Sound Watersheds and within the planning and management area of Watershed Resource Inventory Area 9, which includes portions of WRIA 8, 10, and 15, ("WRIA 9") all political subdivisions of the State of Washington (individually, for those signing this agreement, "Party", and collectively "Parties");

WHEREAS, the planning and management area of WRIA 9 includes all of the area recognized by the State of Washington as WRIA 9 and portions of WRIA 8, 10, and 15;

WHEREAS, the Parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains of the Green River, Duwamish River, and Central Puget Sound Watersheds and wish to collectively provide for planning, funding and implementation of various activities and projects therein; and

WHEREAS, the parties recognize their participation in this Agreement demonstrates their commitment to proactively working to address the ESA listing of Puget Sound Chinook salmon; and

WHEREAS, the Parties have participated in an Interlocal Agreement for the years 2001-2005 to develop "Making Our Watershed Fit for a King" as approved in 2005 and updated in 2021 ("***Salmon Habitat Plan***"), contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

WHEREAS, the Parties took formal action in 2005/2006 and 2021/2022 to ratify the ***Salmon Habitat Plan and Salmon Habitat Plan Update***, and

WHEREAS, the Parties have participated in an Interlocal Agreement for the years 2001-2005, 2007-2015, and 2016-2025 in implementing the ***Salmon Habitat Plan***; and

WHEREAS, the Parties have demonstrated in the ***Salmon Habitat Plan*** that watershed ecosystem services are worth billions of dollars of value to local people in terms of stormwater management, pollution treatment, recreational value, and other expensive and difficult to replace services; and

WHEREAS, the Parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the Endangered Species Act ("ESA"); and

WHEREAS, the Parties have prioritized and contributed resources and funds for implementing projects and programs to protect and restore habitat; and

WHEREAS, the Parties wish to monitor and evaluate implementation of the ***Salmon Habitat Plan*** through adaptive management; and

WHEREAS, the Parties wish to continue to use adaptive management for identifying, coordinating and implementing basin plans and water quality, flood hazard reduction, water quantity, and habitat projects in the watersheds; and

WHEREAS, the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council because of the contributions of the Green River, Duwamish River, and Central Puget Sound Watersheds to the overall health of Puget Sound; and

WHEREAS, the Parties have a strong interest in participating on the Washington Salmon Coalition and other groups associated with the Salmon Recovery Funding Board to collectively seek funding to implement the ***Salmon Habitat Plan***; and

WHEREAS, the Parties have a strong interest to implement the Puget Sound Partnership Action Agenda to restore the Puget Sound; and

WHEREAS, the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council and other entities associated with Puget Sound salmon recovery and Puget Sound South Central Action Area Caucus Group to collectively seek funding to implement the ***Salmon Habitat Plan***; and

WHEREAS, the Parties have a strong interest to achieve multiple benefits by integrating salmon recovery planning and actions; and

WHEREAS, the Parties recognize that identification of watershed issues, and implementation of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out separately and independently; and

WHEREAS, individual Parties are taking separate and independent actions to improve the health of the Green River, Duwamish River, and the Central Puget Sound Watersheds and the overall health of Puget Sound;

NOW, THEREFORE, the Parties hereto do mutually covenant and agree as follows:

MUTUAL CONVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:

    1.1 **ELIGIBLE GOVERNMENTS:** The entities eligible for participation in this Agreement as parties are state, local, and tribal governments, state and local agencies, and special purpose districts within WRIA 9 including: King County, and the Cities of Algona, Auburn, Black Diamond, Burien, Covington, Des Moines, Enumclaw, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Seattle, Tacoma, Tukwila, and any other interested public agencies and tribes that lie fully or partially within the boundaries of WRIA 9.

    1.2 **WRIA 9 ILA PARTIES:** The ***Parties to the WRIA 9 Interlocal Agreement*** ("***Party***" or "***Parties***") are the Parties who sign this Agreement and are the Parties responsible for implementing this Agreement. The Parties to this ILA shall each designate a representative and alternate representative to the ***WRIA 9 Watershed Ecosystem Forum.***

1.3 **WRIA 9 WATERSHED ECOSYSTEM FORUM:** The ***WRIA 9 Watershed Ecosystem Forum*** referred to herein is the cooperative body comprised of the designated representatives of the ***Parties*** and a balance of ***Stakeholders***. The ***WRIA 9 Watershed Ecosystem Forum*** shall be an advisory body responsible for making recommendations for implementing the ***Salmon Habitat Plan*** including substantive plan amendments recommended as a result of adaptive management or other changed conditions.

1.4 **GREEN/DUWAMISH AND CENTRAL PUGET SOUND WATERSHED WATER RESOURCE INVENTORY AREA 9 SALMON HABITAT PLAN**: The ***Green/Duwamish and Central Puget Sound Watershed Water Resource Inventory Area 9 Salmon Habitat Plan (Salmon Habitat Plan)*** is the plan developed by the ***WRIA 9 Watershed Ecosystem Forum*** and ratified by all ***Parties*** for its development and implementation. The ***Salmon Habitat Plan*** recommends actions that should be taken to protect and restore salmon habitat, using an ecosystem approach, in the Green/Duwamish and Central Puget Sound Watersheds. The **Salmon *Habitat Plan*** may be amended from time to time according to the procedure in Section 6 herein and approved amendments shall be considered integral parts of the ***Salmon Habitat Plan***. Efforts under the ***Salmon Habitat Plan*** are intended to complement habitat improvements in other parts of Puget Sound and hatchery and harvest actions to recover Puget Sound Chinook salmon, steelhead, and bull trout, and when implemented achieve multiple ecosystem benefits. The ***Salmon Habitat Plan*** constitutes a chapter of the Puget Sound Salmon Recovery Plan.

1.5 **MANAGEMENT COMMITTEE: The *Management Committee*** as referred to herein consists of seven (7) elected officials or their designees. The seven officials of the ***Management Committee*** are chosen by the ***Parties***, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on the ***Parties'*** behalf.

1.6 **SERVICE PROVIDER: The *Service Provider***, as used herein, means that agency, government, consultant, or other entity which supplies staffing or other resources to and for the ***Parties***, in exchange for payment. The ***Service Provider*** may be a Party to this Agreement.

1.7 **FISCAL AGENT:** The ***Fiscal Agent*** refers to that agency or government which performs all accounting services for the ***WRIA 9 ILA Parties*** as it may require, in accordance with the requirements of Chapter 39.34 RCW.

1.8 **STAKEHOLDERS:** ***Stakeholders*** refers to those public and private entities within WRIA 9 who reflect the diverse interests integral to implementing the ***Salmon Habitat Plan***, and may include but is not limited to environmental and business interests.

2. **PURPOSES.** The purposes of this Agreement include the following:

2.1 To provide a funding mechanism and governance structure for jointly implementing and adaptively managing the ***Salmon Habitat Plan***.

2.2 To serve as the salmon recovery "Lead Entity" as designated by state law (Chapter 77.85 RCW) for WRIA 9, The Lead Entity is responsible for developing a salmon recovery strategy, working with project sponsors to develop projects, convening local stakeholders to annually recommend WRIA 9 salmon habitat restoration and protection projects for funding by the State of Washington Salmon Recovery Funding Board, and representing WRIA 9 in the Puget Sound region and state wide salmon recovery forums.

2.3 To annually recommend WRIA 9 administrative support, projects, and programs for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.

2.4 To provide information for ***Parties*** to inform land use planning, regulations, environmental programs, education, and enforcement of applicable codes.

2.5 To develop and articulate WRIA-based positions on policies, legislation, and project proposals that may impact implementation of the ***Salmon Habitat Plan***.

2.6 To provide a mechanism for cooperative review and implementation of recommended policies and regulations needed for response to listings under the Endangered Species Act.

2.7 To provide a venue for the ongoing participation of community members and other stakeholders to ensure continued public outreach efforts to educate and garner support for current and future watershed and Endangered Species Act response efforts .

2.8 To provide a mechanism for securing technical assistance and any available funding from federal, state, and other sources to implement the ***Salmon Habitat Plan***.

2.9 To provide a mechanism for implementing other multiple benefit habitat, stormwater, surface and groundwater quality, water quantity, floodplain management, and flood hazard reduction projects with other local, regional, tribal, state, federal and non-profit funds as may be contributed to or secured by the ***Parties*** and/or ***Watershed Ecosystem Forum.***

2.10 To periodically recommend projects for implementation of planning, engineering, permitting and construction tasks for the Green/Duwamish Ecosystem Restoration Project in partnership with the U.S. Army Corps of Engineers.

2.11 To provide a framework for cooperating and coordinating among the ***Parties*** on issues relating to WRIA 9 to meet the requirement of a commitment by any ***Party*** to participate in WRIA 9 planning and implementation, to prepare or implement a basin plan, or to respond to any state or federal law which may require these actions as a condition of any funding, permitting or other program of state or federal agencies. Participation is at the discretion of such ***Party*** to this Agreement.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction, governmental entity or water quality policy bodies including the Regional Water Quality Committee.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by at least five (5) of the ***Eligible Governments*** representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each ***Party***, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect for an initial term of ten (10) years; provided, however, that this Agreement may be extended for such additional terms as the ***Parties*** may agree to in writing with such extension being effective upon its execution by at least five (5) of the ***Eligible Governments*** representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Such extension shall bind only those ***Parties*** executing the extension.

4. **ORGANIZATION AND MEMBERSHIP.** The ***Parties*** serve as the formal governance structure for carrying out the purposes of this Agreement.

4.1 Each ***Party*** except Tacoma shall appoint one (1) elected official to serve as its primary representative, and one (1) alternate representative to serve on the ***WRIA 9 Watershed Ecosystem Forum***. The alternate representative may be a different elected official or senior staff person. Tacoma's representative shall be the Tacoma Water Superintendent or designee, which designee shall be a senior staff position. ***Party*** representatives shall be responsible for maintaining the ***Party's*** status as an active party by attending ***WRIA 9 Watershed Ecosystem Forum*** meetings. A ***Party*** representative's position will be considered vacant on the third consecutive absence and shall not be included in calculating a quorum under Section 5.

4.2 Upon the effective execution of this Agreement and the appointment of representatives to the ***WRIA 9 Watershed Ecosystem Forum***, the appointed representatives of the ***Parties*** shall meet and choose from among its members, according to the provisions of Section 5 herein, seven (7) officials or their designees, to serve as a ***Management Committee*** to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget and work program and such other directions as may be provided by the ***Parties***. Representatives of the ***Fiscal Agent*** and ***Service Provider*** may serve as non-voting ex officio members of the ***Management Committee***. The ***Management Committee*** shall act as the executive subcommittee of the ***Parties***, responsible for oversight and evaluation of any ***Service Providers*** or consultants, administration of the budget and work plan, and for providing recommendations on administrative matters to the ***Parties*** for action, consistent with other subsections of this section.

4.3 The services cost-shared under this agreement shall be provided to the ***Parties*** and ***the Watershed Ecosystem Forum*** by the ***Service Provider***, which shall be King County Department of Natural Resources and Parks, unless selected otherwise by the ***Parties***, pursuant to the voting provisions of Section 5. The ***Management Committee*** shall prepare a Memorandum of Understanding to be signed by a representative of the ***Service Provider***, and the Chair of the ***Management Committee***, and this Memorandum of Understanding shall set out the expectations for services so provided. Services should include, without limitation, identification of and job descriptions for dedicated staff, description of any supervisory role retained by the ***Service*** **Provider** over any staff performing services under this Agreement, and a method of regular consultation between the ***Service Provider*** and the **M*anagement Committee*** concerning the performance of services hereunder.

4.3.1 A subset of the ***Parties***, at such subset's sole cost, may purchase and cost share services from the ***Service Provider*** in addition to the annual cost-shared services agreed to by all ***Parties*** pursuant to Section 4.3 herein.

4.3.2 The ***Management Committee*** shall prepare a Memorandum of Understanding to be signed by a representative of the ***Service Provider***, the subset of ***Parties*** requesting additional services pursuant to Section 4.3.1, and the Chair of the ***Management Committee***, which shall set out the expectations for the additional services to be provided to the subset of the ***Parties***.

4.4 The ***Parties*** by October 1 of each year shall establish and approve an annual budget and work plan that provides for the level of funding and total resource obligations of the ***Parties*** for the following calendar year. Such obligations are to be allocated on a proportional basis based on the average of the population, assessed valuation and area attributable to each ***Party***, in accordance with the formula set forth in Exhibit A, which formula and accompanying data shall be updated every third year by the ***Management Committee***. Individual cost shares may change more frequently than every three years for Parties involved in an annexation that changes the area, population, and assessed value calculation of such ***Party*** to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. Tacoma's cost share will be determined on an annual basis by the ***Management Committee***, and will be included in the annual updates to Exhibit A. The weight accorded Tacoma's vote for weighted voting pursuant to Section 5 herein shall correspond to Tacoma's cost share for each year relative to the cost shares contributed by the other ***Parties***.

4.4.1 The level of funding, total resource obligations, and allocation of obligations for those members of the ***Parties*** that agree to cost share additional services pursuant to Subsection 4.3.1 herein shall be negotiated and determined by those ***Parties*** purchasing the additional services.

4.5 The ***Parties*** shall incorporate the negotiated additional cost share and incorporate the services in the annual budget and work plan. The ***Parties*** shall oversee and administer the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each ***Party*** or obtained from other sources in accordance with the approved annual work program.

4.6 The ***Parties*** shall review and evaluate the duties to be assigned to the ***Management Committee*** hereunder and the performance of the ***Fiscal Agent*** and ***Service Provider*** to this Agreement, and shall provide for whatever actions are necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. The performance of the ***Service Provider*** shall be assessed every year.

4.7 The ***Parties*** may contract with similar watershed forum governing bodies such as the Puget Sound Partnership or any other entities for any lawful purpose related to the purposes provided for in this Agreement. The ***Parties*** may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purpose consistent with the purposes provided for herein.

4.8 The ***Parties*** shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.

5. **VOTING.** The ***Parties*** shall make decisions, approve scopes of work, budgets, priorities, and any other actions necessary to carry out the purposes of this Agreement as follows:

5.1 Decisions shall be made using a consensus model as much as possible. Each ***Party*** agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the ***Parties***. If unanimous agreement of ***Parties*** cannot be reached then the ***Parties*** to this agreement may reach consensus by a majority recommendation with a minority report. Any ***Party*** who does not accept a majority decision may request weighted voting as set forth below.

5.1.1 No action or binding decision will be taken by the ***Watershed Ecosystem Forum*** without the presence of a quorum of active ***Parties***, as specified in Section 4.1. A quorum exists if a majority of the active ***Parties'*** representatives are present at the ***Watershed Ecosystem Forum*** meeting, provided that positions left inactive on the ***Watershed Ecosystem Forum*** by ***Parties*** shall not be included in calculating the quorum.

5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the ***Parties***, the ***Parties*** shall take action on a dual-majority basis, as follows:

5.2.1 Each ***Party***, through its appointed representative, may cast its weighted vote in connection with a proposed ***Watershed Ecosystem Forum*** action.

5.2.2 The weighted vote of each ***Party*** in relation to the weighted votes of each of the other ***Parties*** shall be determined by the percentage of the annual contribution made by each ***Party*** as set in accordance with Section 4.4 herein in the year in which the vote is taken.

5.2.3 For any action subject to weighted voting to be deemed approved, valid and binding, an affirmative vote must be cast by both a majority of the active ***Parties*** and by a majority of the weighted votes of the active ***Parties***.

6. **IMPLEMENTATION and ADAPTIVE MANAGEMENT OF THE SALMON HABITAT PLAN.** The ***Salmon Habitat Plan*** shall be implemented consistent with the following:

6.1 The ***Watershed Ecosystem Forum*** shall provide information to the ***Parties*** regarding progress in achieving the goals and objectives of the ***Salmon Habitat Plan***. Recommendations of the ***Watershed Ecosystem Forum*** are to be consistent with the purposes of this Agreement. The ***Parties*** may authorize additional advisory bodies to the ***Watershed Ecosystem Forum*** such as a technical committee and adaptive management work group. The ***Watershed Ecosystem Forum*** shall develop and approve operating and voting procedures for its deliberations, but such procedures do not affect the voting provisions contained in this Agreement for the ***Parties***.

6.2 The ***Parties*** shall act to approve or remand any substantive changes to the ***Salmon Habitat Plan*** based upon recommendations by the ***Watershed Ecosystem Forum*** within ninety (90) days of receipt of the proposed changes, according to the voting procedures of Section 5 herein. In the event that the ***Salmon Habitat Plan*** changes are not so approved, the recommended changes shall be returned to the ***Watershed Ecosystem Forum*** for further consideration and amendment and thereafter returned to the ***Parties*** for decision.

6.3 The ***Parties*** shall determine when ratification is needed of substantive changes to the ***Salmon Habitat Plan.*** The changes shall be referred to the ***Parties*** for ratification prior to the submission to any regional, state, or federal agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the local government's legislative body, by at least five ***Parties*** representing at least seventy percent (70%) of the total population within the geographic planning and management area of WRIA 9.

6.4 Upon remand for consideration of any portion or all of the changes to the ***Salmon Habitat Plan*** by any regional, state or federal agency, the ***Parties*** shall undertake a review for consideration of the remanded changes to the plan. The ***Parties*** may include further referral to the ***Watershed Ecosystem Forum*** for recommendation or amendments thereto.

6.5 The ***Parties*** agree that any changes to the ***Salmon Habitat Plan*** shall not be forwarded separately by any ***Party*** or ***Stakeholder*** to any regional, state or federal agency unless the changes have been approved and ratified as provided herein.

7. **<u>OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES</u>.**

7.1 Each ***Party*** shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the ***Parties***, including all such obligations related to the ***Parties*** and ***Watershed Ecosystem Forum*** funding, technical support and participation in related planning and implementation of projects, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the ***Parties*** will be necessary from time to time in order to carry out these obligations.

7.2 The maximum funding responsibilities imposed upon the ***Parties*** during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.

7.3 No later than October 1 of each year of this Agreement, the ***Parties*** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g., staffing) responsibilities of the individual ***Parties*** for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning and implementation activities within WRIA 9. The ***Parties*** shall thereafter take whatever separate legislative or other actions as may be necessary to address such individual responsibilities under the proposed budget, and shall have done so no later than December 1 of each year. ***Parties*** may elect to secure grant funding to meet their individual obligations.

7.4 Funds collected from the ***Parties*** or other sources on behalf of the ***Parties*** shall be maintained in a special fund by King County as ***Fiscal Agent*** and as *ex officio* treasurer on behalf of the ***Parties*** pursuant to rules and procedures established and agreed to by the ***Parties***. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.

7.5 Any ***Party*** to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.

8. **<u>LATECOMERS</u>.** An ***Eligible Government*** may become a ***Party*** by obtaining written consent of all the ***Parties*** to the Agreement. The provisions of Section 5 herein otherwise governing decisions of the ***Parties*** shall not apply to this section. The ***Parties*** and any governments seeking to become a ***Party*** shall jointly determine the terms and conditions under which a government may become a new ***Party***. The terms and conditions shall include payment of an amount by the new ***Party*** to the ***WRIA 9 Fiscal Agent.*** The amount of payment is determined jointly by the existing ***Parties*** and the new ***Party***. The payment of the new ***Party*** is to be a fair and proportionate share of all costs associated with activities undertaken by the ***Parties*** as of the date the government becomes a new ***Party***. Any government that becomes a ***Party*** pursuant to this section shall thereby assume the general rights and responsibilities of all other ***Parties***.

9. **<u>TERMINATION</u>.**

9.1 Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating ***Party***, through action of its governing body, provides at least sixty (60) days' prior written notice of its intent to terminate. The terminating ***Party*** shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating ***Party*** up to the effective date of such termination. It is possible that the makeup of the ***Parties*** to this Agreement may change from time to time. Regardless of any such changes, the ***Parties*** choosing not to exercise the right of termination shall each remain obligated to meet only their respective share of the obligations of the ***Parties*** as reflected in the annual budget. The shares of any terminating ***Party*** shall not be the obligation of any of the ***Parties*** not choosing to exercise the right of termination.

9.2 This Agreement may be terminated in its entirety at any time by the written agreement of all of the ***Parties***. In the event this Agreement is terminated all unexpended funds shall be refunded to the ***Parties*** pro rata based on each ***Party's*** cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing ***Party*** if such ***Party*** can be identified, and if the ***Party*** cannot be identified, the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.

10. **<u>HOLD HARMLESS AND INDEMNIFICATION</u>.** To the extent permitted by federal law as governing to tribes and state law as to all other ***Parties*** , and for the limited purposes set forth in this Agreement, each ***Party*** shall protect, defend, hold harmless and indemnify the other ***Parties***, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such ***Party's*** own negligent acts or omissions related to such ***Party's*** participation and obligations under this Agreement. Each ***Party*** to this Agreement agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each ***Party***, by mutual negotiation, hereby waives, with respect to the other ***Parties*** only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. In the event that either ***Party*** incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible ***Party*** to the extent of that ***Party's*** culpability. The provisions of this Section shall survive and continue to be applicable to ***Parties*** exercising the right of termination pursuant to Section 9 herein.

11. **<u>NO ASSUMPTION OF LIABILITY</u>.** In no event do the ***Parties*** to this Agreement intend to assume any responsibility, risk or liability of any other ***Party*** to this Agreement or otherwise with regard to

any ***Party's*** duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute, regulation or ordinance of any local municipality or government, the State of Washington, or the United States.

12. **VOLUNTARY AGREEMENT.** This Agreement is voluntary and is acknowledged and agreed that no ***Party*** is committing to adopt or implement any actions or recommendations that may be contained in the ***Salmon Habitat Plan****.*

13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the ***Parties*** from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any ***Party*** which is not a party to such decision or agreement.

14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the National Oceanic and Atmospheric Administration - Fisheries, United States Fish and Wildlife Service, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the ***Parties*** or any of the ***Parties***, or their officers, elected officials, agents and employees, to any third party.

15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the ***Parties*** to this Agreement, and requires authorization and approval by each ***Party's*** governing body.

16. **COUNTERPARTS.** This Agreement may be executed in counterparts.

17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each ***Party*** must approve this Agreement before any representative of such ***Party*** may sign this Agreement.

18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.

19. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement among the ***Parties***, and supersedes all prior negotiations, representations, and agreements, oral or otherwise, regarding the specific terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:	CITY OF ALGONA:
By: ____________________	By: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________

Approved as to form:	CITY OF AUBURN:
By: ____________________	By: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________
Approved as to form:	CITY OF BLACK DIAMOND:
By: ____________________	By: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________
Approved as to form:	CITY OF BURIEN:
By: ____________________	By: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________
Approved as to form:	CITY OF COVINGTON:
By: ____________________	By: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________

Approved as to form:	CITY OF DES MOINES:
By: ____________________	By: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________
Approved as to form:	CITY ENUMCLAW:
By: ____________________	By: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________
Approved as to form:	CITY OF FEDERAL WAY:
By: ____________________	By: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________
Approved as to form:	CITY OF KENT:
By: ____________________	By: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________

Approved as to form:	KING COUNTY:
By: ______________________	By: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

Approved as to form:	CITY OF MAPLE VALLEY:
By: ______________________	By: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

Approved as to form:	CITY OF NORMANDY PARK:
By: ______________________	By: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

Approved as to form:	CITY OF RENTON:
By: ______________________	By: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

Approved as to form:		CITY OF SEATAC:	
By:	______________________	By:	________________________
Title:	______________________	Title:	________________________
Date:	______________________	Date:	________________________

Approved as to form:		CITY OF SEATTLE:	
By:	______________________	By:	________________________
Title:	______________________	Title:	________________________
Date:	______________________	Date:	________________________

Approved as to form:		CITY OF TACOMA:	
By:	______________________	By:	________________________
Title:	______________________	Title:	________________________
Date:	______________________	Date:	________________________

Approved as to form:		CITY OF TUKWILA:	
By:	______________________	By:	________________________
Title:	______________________	Title:	________________________
Date:	______________________	Date:	________________________

Exhibit A

2025 WRIA Based Cost Share: WRIA 9

Regional Watershed Funding

Watershed Ecosystem Forum Approved August 8, 2024 **Total: $606,781**

Costs shares, jurisdictional area, population, and assessed value are to be recalculated every three years or if there is a significant annexation per the WRIA 9 interlocal agreement for 2026-2035. Cost shares last updated in 2024 using 2023 data.

WRIA 9 Jurisdiction	Population (Pop) %	Adjusted Pop	Assessed Value (AV) %	Adjusted AV	Area %	Adjusted Acres	Cost Share* (2023 Data)		WRIA 9 Jurisdiction
1 Algona*	0.17%	1,372	0.23%	$590,936,599.00	0.16%	363	0.19%	$1,079	1 Algona
2 Auburn*	6.80%	56,079	5.24%	$13,623,563,442.00	5.74%	12,710	5.93%	$34,389	2 Auburn
3 Black Diamond	0.83%	6,880	0.83%	$2,159,906,081.00	2.08%	4,609	1.25%	$7,246	3 Black Diamond
4 Burien	6.37%	52,560	4.28%	$11,113,591,561.00	2.84%	6,292	4.50%	$26,092	4 Burien
5 Covington	2.62%	21,600	1.75%	$4,558,408,175.00	1.75%	3,870	2.04%	$11,837	5 Covington
6 Des Moines	4.03%	33,260	2.55%	$6,615,094,232.00	1.78%	3,949	2.79%	$16,172	6 Des Moines
7 Enumclaw*	0.76%	6,253	0.58%	$1,510,785,781.00	0.91%	2,014	0.75%	$4,350	7 Enumclaw
8 Federal Way*	8.56%	70,596	4.32%	$11,229,759,643.00	3.63%	8,049	5.50%	$31,942	8 Federal Way
9 Kent*	16.87%	139,100	12.88%	$33,463,962,407.00	9.74%	21,569	13.16%	$76,361	9 Kent
10 King County*	11.17%	92,164	8.54%	$22,189,710,471.00	52.75%	116,854	24.15%	$140,160	10 King County
11 Maple Valley*	2.94%	24,228	2.09%	$5,443,488,799.00	1.51%	3,354	2.18%	$12,662	11 Maple Valley
12 Normandy Park	0.83%	6,840	1.01%	$2,612,824,298.00	0.72%	1,596	0.85%	$4,942	12 Normandy Park
13 Renton*	4.49%	36,996	4.21%	$10,936,234,975.00	2.77%	6,131	3.82%	$22,170	13 Renton
14 SeaTac	3.85%	31,740	2.53%	$6,563,915,515.00	1.84%	4,071	2.74%	$15,884	14 SeaTac
15 Seattle*	26.96%	222,335	45.22%	$117,510,460,706.00	9.00%	19,935	27.06%	$157,008	15 Seattle
16 Tukwila	2.76%	22,763	3.75%	$9,757,681,342.00	2.78%	6,157	3.10%	$17,977	16 Tukwila
	100.0%	824,768	100.0%	$259,880,324,027	100.0%	221,524.55	100.0%	$580,267	**SUBTOTAL**
							+Tacoma	$26,514	
								$606,781	**TOTAL**

NOTES:

- Population estimates are based on 2023 OFM April 1st Estimates and 2023 OFM Small Area Estimate Program (SAEP) data for census blocks.
- Jurisdictions entirely within a WRIA are assigned the 2023 OFM April 1st Estimate directly.
- Jurisdictions that straddle WRIA boundaries are assigned a percent share of the estimate based on a geographic allocation of census blocks.
- Parcels are allotted to jurisdictions (cities and unincorporated King County) and WRIAs based on the location of the centerpoint of the parcels.
- Assessed value and area (sq. miles) excludes Upper Green River Watershed and Port of Seattle Aviation Division properties

* Cost share amount is an averaging of the population, assessed value, and area percentage of each jurisdiction within WRIA 9

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5833 (Whalen)
A Resolution amending the City of Auburn Fee Schedule

Meeting Date:
June 16, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5833.)

Department:	**Attachments:**	**Budget Impact:**
Legal	Resolution No. 5833	

Administrative Recommendation:
City Council to adopt Resolution No. 5833.

Background for Motion:
Resolution No. 5833 would amend the 2025 Fee Schedule to reflect the changes to the Traffic Impact Fees and Parks Impact Fees needed to comply with recent State Legislation.

Background Summary:
The City Fee Schedule requires amendment to address the requirements of Senate Bill 5258 (SB5258) and House Bill 1337 (HB1337) which were signed into law in 2023. SB5258 modified RCW 82.02.060 to include a requirement that Impact Fee Schedules reflect the proportionate impact of new housing units, including multifamily and condominium units, based on the square footage, number of bedrooms, or trips generated, in the housing unit, to produce a proportionally lower impact fee for smaller housing units. HB1337 limits Impact Fees charged to accessory dwelling units to be no more than 50% of the fee that would be charged to the principal dwelling unit and is codified as RCW 36.70A.681.

The City is required to update its Fee Schedule to address this requirement of SB5258 within six months of adopting its Comprehensive Plan. Since the City's Plan was adopted in December 2024, the Fee Schedule must be updated to incorporate this requirement in June 2025.

The revised Fee Schedule proposed for adoption with Resolution No. 5833 is needed to comply with SB5258 and HB1337 and was discussed at the City Council Study Session on June 9, 2025.

Councilmember: Tracy Taylor

Staff: Jason Whalen

RESOLUTION NO. 5833

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 5784; and

WHEREAS, the passage of Senate Bill 5258 in 2023 requires that impact fee schedules reflect the proportionate impact of new housing units; and

WHEREAS, the passage of House Bill 1337 in 2023 limits Impact Fees charged to accessory dwelling units; and

WHEREAS, Senate Bill 5258 and House Bill 1337 require a Fee Schedule update within six months of the Comprehensive Plan adoption; and

WHEREAS, the City adopted its Comprehensive Plan in December 2024.

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

Section 1. The City of Auburn Fee Schedule is amended as set forth in the attached documents.

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

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

Dated and Signed: ________________________________

CITY OF AUBURN

____
NANCY BACKUS, MAYOR

ATTEST:

____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

____
Jason Whalen, City Attorney

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, ~~and~~ Resolution No. 5719 and Resolution No. 5833.)*

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Industrial					
General Light Industrial	110	sf/gfa	0.65	$8.28	-
Industrial Park	130	sf/gfa	0.34	$4.33	-
Manufacturing	140	sf/gfa	0.74	$4.24	-
Warehousing	150	sf/gfa	0.18	$3.56	-
Mini-Warehouse/Storage	151	sf/gfa	0.15	$1.76	-
Residential					
Single-Family Detached Housing	210	sf~~du~~	N/A~~0.94~~	$3.83 (Max. $6,575.61 per du)	$3.10 (Max. $5,326.23 per du)
Single-~~-~~Family Attached Housing	215	sf~~du~~	N/A~~0.57~~	$3.83 (Max. $3,987.34 per du)	$3.10 (Max. $3,229.75 per du)
Accessory Dwelling Unit	N/A	du	N/A~~0.49~~	~~$3,419.32~~50% of fee that would be paid by principal unit ~~$2,769.65~~	
Multi-Family – Low Rise	220	sf~~du~~	N/A~~0.51~~	$2.87 (Max. $3,771.48 per du)	$2.33 (Max. $3,054.90 per du)
Multi-Family Mid-Rise	231	sf~~du~~	N/A~~0.39~~	$2.64 (Max. $2,884.08 per du	$2.14 (Max. $2,336.10 per du)
Mobile Home Park	240	du	0.58	$3,245.84	-
Senior Adult Housing – Single Family	251	du	0.30	$1,678.88	$1,359.89
Senior Adult Housing – Multi Family	252	du	0.25	$1,399.07	$1,133.24
Congregate Care Facility	253	du	0.18	$1,007.33	$815.94
Assisted Living	254	bed	0.24	$1,343.10	$1,087.91
Continuing Care Retirement Community	255	du	0.19	$1,063.29	$861.27
Lodging					
Hotel	310	room	0.59	$4,716.85	$3,820.65
Motel	320	room	0.36	$2,878.08	-
Recreational					
Health/Fitness Club	492	sf/gfa	3.45	$16.03	$11.86
Recreational Community Center	495	sf/gfa	2.50	$11.62	$8.60
Institutional					

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Elementary School	520	student	0.14	$380.55	$281.60
Middle School/Jr. High	522	student	0.15	$647.57	$479.20
High School	525	student	0.14	$828.25	$612.90
School District Office	528	sf/gfa	2.04	$18.72	$12.73
Junior/Community College	540	student	0.11	$650.77	$481.57
Church	560	sf/gfa	0.49	$3.62	$2.68
Day Care Center	565	sf/gfa	11.12	$44.45	$32.89
Medical					
Hospital	610	sf/gfa	0.86	$6.88	$5.57
Nursing Home	620	beds	0.14	$783.48	$634.62
Clinic	630	sf/gfa	3.69	$20.65	$16.73
Animal Hospital/Vet Clinic	640	sf/gfa	3.53	$19.76	$16.00
Office					
General Office (>5,000sf)	710	sf/gfa	1.44	$13.21	$8.98
Small Office (<5,000sf)	712	sf/gfa	2.16	$19.82	$13.47
Medical Office – Standalone	720	sf/gfa	3.93	$28.28	$19.23
Medical Office – Hospital Campus	720	sf/gfa	2.84	$20.44	$13.90
Post Office	732	sf/gfa	11.21	$28.57	$19.43
Retail					
Free Standing Discount Superstore	813	sf/gla	4.33	$12.90	$9.55
Free Standing Discount Store	815	sf/gla	4.86	$19.82	$12.53
Hardware/Paint Store	816	sf/gla	2.98	$7.49	$5.54
Shopping Center (>150k)	820	sf/gla	3.40	$9.42	$6.97
Shopping Plaza (40-150k) - with supermarket	821	sf/gla	9.03	$25.02	$18.51
Shopping Plaza (40-150k) - without supermarket	821	sf/gla	5.19	$14.38	$10.64
Strip Retail Plaza (<40k)	822	sf/gla	6.59	$18.26	$13.51
Car Sales – New	840	sf/gla	2.42	$17.80	$13.17
Car Sales – Used	841	sf/gla	3.75	$27.58	$20.41

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Automobile Parts Sales	843	sf/gla	4.90	$9.49	$7.02
Tire Store	848	sf/gla	3.75	$11.87	$8.79
Supermarket	850	sf/gla	8.95	$24.04	$17.79
Convenience Store	851	sf/gla	49.11	$62.53	$46.27
Home Improvement Store	862	sf/gla	2.29	$5.58	$4.13
Drugstore w/o Drive-Through	880	sf/gla	8.51	$13.59	$10.06
Drugstore w/ Drive-Through	881	sf/gla	10.25	$17.76	$13.14
Marijuana Dispensary	882	sf/gla	18.92	$139.16	$102.98
Services					
Drive-in Bank	912	sf/gfa	21.01	$40.94	$30.30
Fast Casual Restaurant	930	sf/gfa	12.55	$40.75	$30.15
Fine Dining Restaurant	931	sf/gfa	7.80	$29.68	$21.97
High Turnover (Sit-Down) Restaurant	932	sf/gfa	9.05	$23.71	$17.55
Fast Food Restaurant w/o Drive-Through	933	sf/gfa	33.21	$67.70	$50.10
Fast Food Restaurant w/ Drive-Through	934	sf/gfa	33.03	$66.02	$48.85
Coffee Shop w/o Drive-Through	936	sf/gfa	32.29	$21.94	$16.24
Coffee Shop w/ Drive-Through	937	sf/gfa	38.99	$26.50	$19.61
Coffee Shop w/ Drive-Through (No Seating)	938	# Lanes	15.08	$10,247.56	$7,583.20
Automobile Parts and Service Center	943	sf/gfa	2.06	$6.34	$4.69
Service Station	944	vfp	13.91	$27,412.23	$20,285.05
Service Station w/ Market (2-4k)	945	vfp	18.42	$27,537.95	$20,378.08
Lakeland PUD *(Per Ordinance No. 4867 as amended by Resolution No. 2955, Ordinance No. 6176, Resolution No. 5181, and Resolution No. 5388, Resolution No. 5549, Resolution No. 5681, and Resolution No. 5719.)*					
Detached Single-Family Residential Unit	N/A	du	n/a	$1,722.13	-
Attached Single-Family/Multi-Family Unit	N/A	du	n/a	$1,117.78	-
Senior-Family Unit	N/A	du	n/a	$384.11	-

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Commercial/Retail Units	N/A	sf/gfa	n/a	$4.47	-
Administrative Fee for Review of Independent Fee Calculation					$510

Notes:

A. Basic trip rates are based on the ITE Trip Generation Manual, 11th Edition.

B. Impact fee rate calculation is based upon the following methodology:

- Basic Trip Rate = PM Peak Hour Trip Generation (per unit of measure)
- Basic Trip Rate * Percent of New Trips x Trip Length Adjustment x Per Trip Fee/(divide by) 1,000 for rate per square foot (where applicable) = Impact Fee Rate (per unit of measure)

C. For land uses not specifically identified here, trip generation rates could be derived from ITE or a special study by the applicant.

D. sf/GFA = Square feet Gross Floor Area; sf/GLA = Square Feet Gross Leasable Area; VFP=Vehicle Fueling Position.

E. Projects eligible for the Downtown Fee Rate are those located entirely within the Downtown Urban Center boundary as identified in the Comprehensive Plan.

F. 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.

2. Truck-Dependent Land Use Supplementary Transportation Impact Fee Rate Schedule:
(*Per Resolution No. 4122, Resolution No. 4424, Resolution No. 5181, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, and Resolution No. 5719.*)

Land Use	ITE Land Use Code	Independent Variable	Truck Trip Rate	Impact Fee Rate (per sf)
Industrial				
Light Industry/Manufacturing/ Warehousing	110, 130, 140, 150	sf/gfa	0.06	$0.14
Heavy Industry	120	sf/gfa	0.04	$0.09
Retail				
Shopping Center	820, 821	sf/gla	0.01	$0.02
Car Sales	840, 841	sf/gfa	0.09	$0.16
Supermarket	850	sf/gfa	0.33	$0.76
Free-Standing Discount Store/Superstore	813, 815	sf/gfa	0.10	$0.23
Home Improvement Store	862	sf/gfa	0.37	$0.86
Services				
Restaurant	930, 931, 932	sf/gfa	0.63	$1.46
Fast Food Restaurant	933, 934	sf/gfa	2.87	$6.64

Notes:

A. ITE Land Use Code based on ITE Trip Generation, 11th Edition

B. Impact fee rate calculation is based upon the following methodology:

- Truck Trip Rate = Daily Truck Trip Generation (per unit of measure)
- Truck Trip Rate * Per Trip Fee = Impact Fee Rate (per unit of measure)

C.	For land uses not specifically identified in the table, trip generation rates could be derived from a special study by the applicant.
D.	sf /GFA = square feet of gross floor area

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 and Resolution 5784.)*

Application Fee:

The application fee varies by project type as follows:

Residential	$621.00
Commercial*	$3,117.00
Multi-Family**	$5,002.00
Short Plat***	$6,240.00
Plat***	$10,027.00

* 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: $1,875.00 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, $6.97 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 $131.00 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 $1,048.00 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 $131.00 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 $524.00 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 $131.00 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 $524.00 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 $131.00 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 $131.00 per hour during normal business hours and $197.00 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 and Resolution 5784.)*	
Type A – Banner (Application Fee Only, No permit fee)	$72.00
Type B – Short Term (Application Fee Only, No permit fee)	$72.00
Type C – Long Term (Application Fee)	$296.00
Type C – Long Term – Surface Encroachment (Permit Fee)	$141.00 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)	$72.00 per year
Type D – Hauling (Application Fee)	$141.00
Type D – Hauling (Permit Fee)	Estimated staff time for inspection and oversight @ $132.00 per hour during normal business hours and $188.00per 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)	$148.00
Additional Application Fee for permits that require a parking plan, traffic control plan, and/or pedestrian detour plan	$125.00
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 and Resolution 5784.)*	
Application/Renewal/Amendment Application Fee (ACC 13.36.040, ACC 20.06.120, ACC 20.06.130)	$6,864.00 Nonrefundable Initial Fee + plus the City's actual costs incurred in excess of $6,864. 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	$3,432.00
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 and Resolution 5784.)*	
Application Fee	$2,075.00
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)	$1,037.00

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 and Resolution 5784.)*

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	$569.00	$5,358.00	$3,585.00	$9,725.00
¾ or less with Fireline(3)	$569.00	$7,257.00	$5,485.00	$9,725.00
1	$632.00	$5,420.00	$3,647.00	$9,725.00
1 with Fireline(3)	$632.00	$7,320.00	$5,545.00	$9,725.00
1-1/2	$1,535.00	$8,993.00	$7,531.00	$32,383.00
2	$1,552.00	$9,322.00	$7,548.00	$51,830.00
3	Actual Cost	By Applicant	By Applicant	$103,758.00
4	Actual Cost	By Applicant	By Applicant	$162,102.000
6	Actual Cost	By Applicant	By Applicant	$324,112.00
8	Actual Cost	By Applicant	By Applicant	$518,600.00
10	Actual Cost	By Applicant	By Applicant	$745,563.00

(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)	$259.00	$3,608.00 per RCE(5)
Grinder Pump (New Connection)(4)	$355.00	$3,608.00 per RCE(5)
Tenant Improvement(4)	$88.00	$3,608.00 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 and Resolution 5784.)*

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	$284.00	$1,791.00 per Parcel
	Level 2	$556.00	
	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	$284.00	$1,791.00 per ESU(8)
	Level 2	$556.00	
	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 and Resolution 5784.)*	
Hydrant Installation Permit and Inspection Fee	$326.00
Hydrant Use Monthly Rate (applies to Type A and B permits): 3-inch water meter monthly rate, plus Actual usage at Commercial water rate	Per Current Utility Rate Schedule
Hydrant Permit (Type A and Type B) Administration Fee	$279.00
Fire Hydrant Meter Wrench Fee (Type A Permit)(1)	$78.00
Hydrant Meter with RPBA, Valve, and Wrench (Type B Permit) – Refundable Deposit(2)	$3,120.00
Dedicated Hydrant Use and Hydrant Meter Penalties and Charges:	
Failure to record “Start” read properly(2a)	$307.00
Failure to record “Finish” read properly(2a)	$307.00
Failure to submit monthly water consumption report to the city(2b)	$12.50
Nonpayment of bill within 10 calendar days of reminder notice(2b)	$12.50
Non-return of hydrant meter with RPBA assembly after request for return(2b)	$12.50
Using a hydrant without Trained Hydrant Operator Card on hand(2a)	$61.00
Using a hydrant without obtaining Trained Hydrant Operator Card(2a)	$307.00
Using a hydrant without Hydrant Permit documentation on hand(2a)	$61.00
Using a hydrant without obtaining Hydrant Permit (2a)	$307.00
Loaning out a hydrant meter with RPBA assembly to an unauthorized party(2a	$307.00
Using a tool other than the city-supplied hydrant wrench to operate a hydrant(2a)	$61.00
Damage to hydrant or infrastructure (reimbursement to city for repair or replacement)	At Actual Cost
Nonresponse to revocation of permit or trained hydrant operator certificate(2b)	$12.50
Disassembly or tampering of hydrant, hydrant meter assembly or hydrant meter with RPBA assembly(2a)	$307.00
Water Use Charge for Unreturned Hydrant Meter (if equipment not returned for final reading)	$928.00
Water Meter Test Fee, 2” or less	$295.00
Water Meter Test Fee, greater than 2”	At Actual Cost
Water Meter Removal Fee (3/4” to 1”)	$414.00
Water Meter Removal Fee (1-1/2” to 2”)	$828.00
Water Meter Removal Fee (3” and larger)	At Actual Cost

Water Service Abandonment Permit (City abandons at main, removes meter and box)	$3,977.00
Water Meter Relocation Permit by City	Same as Water Service Installation Permit Fee, see 7.a.
Backflow Permit for Premises Isolation (internal or external)	$112.00
Utility Fees with Demolition Permit	
Water Meter Lockoff/Unlock Demo Fee (all sizes), per meter	$93.00
Fire Line Shutoff/Turn-on Demo Fee	$93.00
Fire line Abandonment Permit (at main or other City-approved location, by Applicant, also may require Construction permit if in ROW)	$112.00
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	$552.00 plus Meter Cost, if applicable
Unauthorized fire line or water hook up	$107.00 a day fine from date of discovery
Refusal of access per day	$32.00
Backflow Assembly Abandonment Demo Fee, per assembly	$88.00
Water/Sewer Certificate Application Fee[7] (outside of city limits for other than one single-family residence)	$438.00
Side Sewer Cap Demo Fee (to cap side sewer before building demolition), per sewer connection	$112.00
Storm Inspection Demo Fee (to cap storm pipes before building demolition), per parcel	$295.00
Hydraulic Water Modeling Base Fee	$295.00
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, $1,114.00 Deposit
Hourly Rate for Negotiation, Development, Administration, and Execution of Special Agreements for Utility Service (Franchise Agreements, Service Area Agreements)	$123.00
Re-Locate Fee (if <45 days from initial locates)	$272.00
Side Sewer Repair Permit on Private Property	$112.00
Side Sewer Repair Permit in Right-of-Way[(3)]	$213.00
Side Sewer Cap Permit (not associated with demolition)	$112.00
Side Sewer Relocation/Replacement Permit	$177.00
Oil/Water Separator Permit	$272.00
Grease Interceptor Permit[(3)]	$1,312.00
Storm Drainage Repair Permit – Existing Private System on Private Property	$112.00

Storm Drainage Repair Permit – Existing System in Public Right-of-Way/Easement[3]	$213.00
Storm Retrofit Permit – Non-Single Family on Private Property	$313.00
Utilities Payback Administration Fees:	
Application Fee[4]:	
Base Fee (BF)	$2,712.00
Per Benefited Parcel (BP)	$72.00
Application Fee Calculation = BF + (BP x Number of Benefited Parcels)	
Payment Processing Fee (per parcel)[5]	$131.00
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) Per calendar day.

(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 and Resolution 5784.)*

Basic Fee (BF) Basic fee covers permit intake, admin, limited review and inspection time.	$196.00
Daily Review and Inspection Rate (DIR) Normal Business Days (weekdays) Non-Business Days (includes weeknights, weekends, and holidays))	 $520.00 $775.00
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 and Resolution 5784.)*

Memorial Sign	$206.00

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 and Resolution 5784.)*

Street Payback Administration Fees:	
Application Fee[1]:	
Base Fee (BF)	$2,712.00
Per Benefited Parcel (BP)	$72.00
Application Fee Calculation = BF + (BP x Number of Benefited Parcels)	
Payment Processing Fee (per parcel)[2]	$131.00
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 and Resolution 5784.)*

Application fee (includes recording): $104
Fee for sidewalk repair: **$36.00 per Square Foot** for sidewalk and residential driveway apron (excluding curb/gutter and approach), and $16.00 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, and Resolution No. 5620.)*

A 3% 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.

H. **PARKS, ARTS AND RECREATION** *(Per Resolution No. 3797 and amended by Resolution No. 3953, Resolution No. 4117, Resolution No. 4272, Resolution No. 4424, Ordinance No. 6276, Resolution No. 4552, Resolution No. 4880, Resolution No. 5016, Resolution No. 5181, Resolution No. 5228, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, and Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, ~~and~~ Resolution No. 5719 and Resolution No. 5833.)*

LES GOVE MULTI-PURPOSE BUILDING	Resident	Non-Resident		
Monday – Sunday	$30.00/hour	$35.00/hour		
Damage Deposit	$50.00	$50.00		
LES GOVE GYMNASIUM	**Resident**	**Non-Resident**	**Auburn Non-Profit**	**Other Non-Profit**
Gymnasium (athletics practice, birthday parties, etc.)	$50.00/hour	$60.00/hour	$40.00/hour	$50.00/hour
Gymnasium (tournaments, trade shows, fairs, etc.)	$80.00/hour	$95.00/hour	$65.00/hour	$80.00/hour
Damage Deposit	$300.00	$300.00	$300.00	$300.00
Optional Cleaning Fee	$275.00	$275.00	$275.00	$275.00
SENIOR ACTIVITY CENTER	**Resident**	**Non-Resident**	**Auburn Non-Profit**	**Other Non-Profit**
Millennium Room (includes basic kitchen use) Available Friday evenings, Saturday and Sunday.	$110.00/hour	$140.00/hour	$85.00/hour	$105.00/hour
Full Facility Rental Package Friday night & Saturday: 4 hours Friday and up to 12 hours of use on Saturday	$1,550.00	$1,950.00	$1,200.00	$1,500.00
Full Facility Rental Package Full Day Saturday or Full Day Sunday: up to 12 hours of use on either day	$1,300.00	$1,600.00	$1000.00	$1,200.00
1/3 Millennium Room	$50.00/hour	$60.00/hour	$40.00/hour	$50.00/hour
Lions Room Monday – Friday	$40.00/hour	$50.00/hour	$30.00/hour	$40.00/hour
Damage & Cleaning Deposit (for Full Facility and Millennium room rentals) without alcohol	$300.00	$300.00	$300.00	$300.00

Damage & Cleaning Deposit (for Full Facility and Millennium room rentals) with alcohol ($1,000,000.00 excess liability insurance required)	$500.00	$500.00	$500.00	$500.00
Optional cleaning fee (fee required with use of alcohol in facility)	$300.00	$300.00	$300.00	$300.00
Kitchen with room rental.	$40.00 (1-4 hours) $100.00 (5-12 hours)	$40.00 (1-4 hours) $100.00 (5-12 hours)	$40.00 (1-4 hours) $100.00 (5-12 hours)	$40.00 (1-4 hours) $100.00 (5-12 hours)
Kitchen – Private and Commercial Use	$30.00/hour	$35.00/hour	$30.00/hour	$50.00/hour
AUBURN COMMUNITY & EVENT CENTER	**Resident**	**Non-Resident**	**Auburn Non-Profit**	**Other Non-Profit**
Full Community Room	$150.00/hour	$190.00/hour	$115.00/hour	$150.00/hour
2/3 Rooms of Full Community Room	$115.00/hour	$150.00/hour	$90.00/hour	$110.00/hour
1/3 Room of Full Community Room	$70.00/hour	$90.00/hour	$55.00/hour	$75.00/hour
Full Community Room (up to 12 hours)	$1,550.00	$1,950.00	$1,200.00	$1,500.00
Classroom	$25.00/hour	$30.00/hour	$20.00/hour	$25.00/hour
Kitchen with room rental.	$40.00 (1-4 hours) $100.00 (5-12 hours)	$40.00 (1-4 hours) $100.00 (5-12 hours)	$40.00 (1-4 hours) $100.00 (5-12 hours)	$40.00 (1-4 hours) $100.00 (5-12 hours)
Kitchen – Private and Commercial Use	$30.00/hour	$35/hour	$30.00/hour	$35.00/hour
Damage & Cleaning Deposit for Full Facility without alcohol	$300.00	$300.00	$300.00	$300.00
Damage & Cleaning Deposit for Full Facility with alcohol ($1,000,000.00 excess liability insurance required)	$500.00	$500.00	$500.00	$500.00
Optional cleaning fee (fee required with use of alcohol in facility)	$300.00	$300.00	$300.00	$300.00
THE REC	**Resident**	**Non-Resident**	**Auburn Non-Profit**	**Other Non-Profit**
Full Facility (Includes Rec Room & Lobby)	$100.00/hour	$130.00/ hour	$80.00/ hour	$100.00/ hour
Rec Room	$60.00/hour	$75.00/hour	$45.00/hour	$60.00/hour
Damage & Cleaning Deposit for Full Facility without alcohol	$300.00	$300.00	$300.00	

POSTMARK CENTER FOR THE ARTS	**Resident**	**Non-Resident**	**Auburn Non-Profit**	**Other Non-Profit**
Full Facility (12 months in advance)	$1050.00 full day	$1300.00 full day	$800.00 full day	$1050.00 full day
Gallery Space (3 hour minimum, 6 Month in advance)	$100.00 per hour	$125.00 per hour	$75.00 per hour	$100.00 per hour
Classroom (3 hour minimum)	$20.00 per hour	$25.00 per hour	$15.00 per hour	$20.00 per hour
Cafe 1-4 hours	$30.00	$30.00	$30.00	$30.00
Cafe 5+ hours	$90.00	$90.00	$90.00	$90.00
Staffing for Classroom (3 hour minimum)	$25.00 per hour	$25.00 per hour	$25.00 per hour	$25.00 per hour
Damage & Cleaning Deposit for Full Facility without alcohol	$300.00	$300.00	$300.00	$300.00
Damage & Cleaning Deposit for Full Facility with alcohol ($1,000,000.00 excess liability insurance required)	$500.00	$500.00	$500.00	$500.00
Optional cleaning fee (fee required with use of alcohol in facility)	$100.00	$100.00	$100.00	$100.00

WILLIAM C. WARREN BUILDING	Resident	Non-Resident
	$50.00/hour	$60.00/hour
WHITE RIVER VALLEY MUSEUM	**Resident**	**Non-Resident**
Muckleshoot Room (2 hour minimum)	$40.00/hour	$40.00/hour
Full Museum (2 hour minimum)	$125.00/hour	$125.00/hour
Garage (2 hour minimum)	$50.00/hour	$50.00/hour
BACKYARD IDEA GARDEN	$60.00/Half Day	$75.00/Half Day
	$100.00/Full Day	$125.00/Full Day
GRASS FIELDS	**Resident**	**Non-Resident**
Youth	$10.00/hour	$13.00/hour
Adult	$18.00/hour	$23.00/hour
Field Lights	$25.00/hour	$25.00/hour
Field Maintenance	$30.00 per field	$30.00 per field
BASEBALL/SOFTBALL/ FASTPITCH TOURNAMENTS	**1 Day**	**2 Day**
Youth	$900.00	$1,500.00
Adult	$1,200.00	$1,900.00
Field Lights	$25.00/hour	$25.00/hour
Damage Deposit	$250.00 per tournament	
SYNTHETIC TURF FIELDS	**Resident**	**Non-Resident**
Youth Soccer	$35.00/hour	$45.00/hour
Adult Soccer	$45.00/hour	$55.00/hour
Field Lights	$25.00/hour	$25.00/hour
Youth Baseball	$41.00/hour	$51.00/hour
Adult Baseball	$51.00/hour	$66.00/hour
GAME FARM WILDERNESS PARK CAMPGROUNDS	**Resident**	**Non-Resident**
	$40.00/night	$40.00/night
GAME FARM WILDERNESS PARK DAY CAMP	**Resident/ Non-Resident**	**Non-Profit**
	$80.00/day	$60.00/day

PICNIC SHELTERS	**Resident**		**Non-Resident**	
GAME FARM PARK	**Half Day***	**Full Day***	**Half Day***	**Full Day***
Single quadrant (max: 25)				
Monday – Friday	$35.00	$55.00	$45.00	$70.00
Saturday - Sunday	N/A	N/A	N/A	N/A
Full day				

Mon-Sun (Full Shelter) 1-99	$140.00	$220.00	$180.00	$280.00
Mon-Sun (Full Shelter) 100-199	$200.00	$340.00	$250.00	$425.00
Mon-Sun (Full Shelter) 200+ (must also rent amphitheater)	N/A	$425.00	N/A	$525.00
Amphitheater	$80.00	$130.00	$105.00	$180.00
ISAAC EVANS PARK	$65.00	$110.00	$80.00	$135.00
LEA HILL PARK	$65.00	$110.00	$80.00	$135.00
ROEGNER PARK	$65.00	$110.00	$80.00	$135.00
GAME FARM WILDERNESS PARK	$65.00	$110.00	$80.00	$135.00
LES GOVE PARK	$65.00	$110.00	$80.00	$135.00
SUNSET PARK				
Mon-Sun Single Quadrant (max: 25)	$35.00	$55.00	$45.00	$70.00
Mon-Sun (Full Shelter) 1-99	$140.00	$220.00	$180.00	$280.00
Mon-Sun (Full Shelter) 100-199	$200.00	$340.00	$250.00	$425.00
Mon-Sun (Full Shelter) 200+	NA	$425.00	NA	$525.00

PLAZA PARK *	**Resident Group**	**Non-Resident Group**
Hourly rate	$60.00	$75.00
Full day rate	$360.00	$450.00
* Additional hourly fees may be applied based on event/staffing needs		

Park Impact Fee~~s~~ Rate Schedule:	
~~Park Impact Fees~~Dwelling Unit Square Footage	~~$4,612.00 per residential dwelling unit~~Fee Rate
0-500	$2,306
500-999	$3,459
1,000-1,499	$3,920
1,500-1,999	$4,612
2,000-2,499	$5,996
2,500 +	$6,687
Accessory Dwelling Unit	Calculated at 50% of the main residence's square-footage.

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5835 (Gaub)
A Resolution approving and adopting the 2026-2031 Transportation Improvement Program of the City of Auburn

Meeting Date:
June 16, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5835.)

Department:
Public Works

Attachments:
Resolution No. 5835, 2026 TIP

Budget Impact:

Administrative Recommendation:
City Council to adopt Resolution No. 5835.

Background for Motion:
The Transportation Improvement Plan (TIP) is a multiyear planning document for the development of transportation facilities within the City. RCW 35.77.010 requires it to be amended by June 30 each year.

Background Summary:
The TIP is a multiyear planning tool and document for the development of transportation facilities within the City and does not represent a financial commitment by the City. Once the TIP is approved, projects are budgeted and funded through the City's biennial budget. The TIP sets priorities for the allocation of secured and unsecured funding and is a prerequisite of most grant programs. Staff also use the TIP to coordinate future transportation projects with needed utility improvements. Resolution 5680, adopted in 2022, established that Transportation Benefit District (TBD) funded projects are identified in the TIP and that the TIP will serve as the City's financial plan for TBD funded projects.

RCW 35.77.010 requires that the TIP is amended by June 30 each year.

A summary of the proposed changes was presented at the City Council Study Session on May 27, 2025, and includes the removal of completed projects and the addition of four new projects: I-6, I-8, P-5, and P-11.

Resolution No. 5835 authorizes the adoption of the 2026-2031 Transportation Improvement Program.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

RESOLUTION NO. <u>5835</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING AND ADOPTING THE 2026-2031 TRANSPORTATION IMPROVEMENT PROGRAM OF THE CITY OF AUBURN

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

WHEREAS, the Transportation Improvement Program is a short-range planning document that is updated every year and shows the funding sources and amounts for transportation improvement projects planned for the next six years; and

WHEREAS, pursuant to the requirements of state law, a public hearing to review the 2026-2031 Transportation Improvement Program for the City of Auburn was held on June 16, 2025, at 7:00 p.m. at the Auburn City Council meeting held both in the Auburn City Hall Council Chambers and virtually, pursuant to notice published in the legal newspaper of the City of Auburn on June 5, 2025.

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

<u>Section 1.</u> The 2026-2031 Transportation Improvement Program is adopted, which will be in substantial conformity with the attached Exhibit "A."

<u>Section 2.</u> The City Engineer of the City of Auburn is authorized to file a certified copy of this Resolution and the 2026-2031 Transportation Improvement Program with the Washington State Department of Transportation.

Section 3. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

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

Dated and Signed: ________________________________

CITY OF AUBURN

____
NANCY BACKUS, MAYOR

ATTEST:

____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

____
Jason Whalen, City Attorney

CITY OF AUBURN WASHINGTON

2026-2031 Transportation Improvement Program

Public Works Department
Transportation Section
Adopted June 16, 2025 by Resolution No. 5835

Placeholder for Resolution

Table of Contents

Introduction

Purpose

The TIP is a 6-year planning tool for the development of transportation facilities within the City and sets priorities for the allocation of funds. State law requires the City to prepare and adopt the TIP and it is a prerequisite of most grant programs. The City also uses the TIP to coordinate future transportation projects with needed City utility improvements.

Statutory Requirements

Six Year Transportation Improvement Program - RCW 35.77.010 requires that each City prepare and adopt a comprehensive transportation improvement program for the ensuing six calendar years consistent with its Comprehensive Transportation Plan (CTP). This six-year TIP shall be filed with the Secretary of the Washington State Department of Transportation (WSDOT) each year within 30 days of adoption.

Projects of Regional Significance - RCW 35.77.010 also requires each city to specifically identify those projects and programs of regional significance for inclusion in the transportation improvement program for that region. The 2026-2031 TIP includes three projects of regional significance:

TIP Project Number	Project Title
TIP# R-6	AWS Widening (Hemlock to Poplar)
TIP# R-7	M St NE Widening (E Main St to 4th St NE)
TIP# R-26	E Valley Highway Widening

Transportation Benefit District (TBD) – RCW 36.73.160 requires that the City established a material change policy to address major plan changes that affect project delivery or the ability to finance the plan. The City established its plan with the adoption of Resolution 5680. The plan requires that projects with TBD funding are:

1. Included in the TIP.
2. The TIP shall serve as the City's finance plan for TBD funded projects.
3. In the event the costs of a TBD funded project exceed the costs established in the TIP by more than twenty percent, the City Council shall hold a public hearing to solicit comments from the public regarding how the cost change should be resolved.

Methodology

Transportation needs are identified by examining current levels of service, safety and crash history, growth trends, traffic studies and the City's adopted CTP. The likelihood of receiving federal or state grants for various improvements, community interests and values are also considered. All these factors yield a prioritized list of transportation improvements.

Projects are grouped into the following categories based on the type of improvement:

- Intersection, Signal & Intelligent Transportation System Projects
- Non-Motorized & Transit Projects
- Preservation Projects
- Roadway Improvement Projects, and
- Preliminary Engineering & Miscellaneous Projects.

Each project sheet also identifies the type(s) of benefit(s) each project is anticipated to provide to the transportation system consistent with the CTP:

- Asset management
- Operations
- Capacity
- Capacity (Mode Shift)
- Active Transportation
- Safety, and
- Economic development

The TIP is financially constrained for the entire six years covered by the TIP based on anticipated revenue sources and estimated project and program costs. The revenue sources include both secured and unsecured grant funding as shown on the project sheets and the financial summary. Grant funding is competitive, and it is unlikely that all grant funding identified in the TIP will be secured. Strategies to address shortfalls in funding include postponing, re-scoping, canceling, and/or pursuing additional or alternative revenue sources such as those available through the Transportation Benefit District. A summary table of all the TIP project is included as Appendix A.

An interactive map of the projects included in the TIP is available on the City's website:
https://tinyurl.com/TIP-Map

Projects & Financing Plan Summary

General Revenues Forecast	
1.0% Utility Tax	$10,800,000
1.5% City Utility Tax	$6,600,000
School Zone Photo Enforcement	$4,230,000
State Entitlements - Multimodal Transportation (City)	$715,500
Utility Fund Transfer In	$900,000
Investment and Interest Income	$336,500
Motor Vehicle Fuel Tax (MVFT)	$3,180,000
Subtotal General Transportation Funds	$26,762,000
TIP Expenditures	$26,730,000
General Revenues (Revenues - Expenditures)	**$32,000**

REET 2	
REET2 Transfer In	$4,500,000
TIP Expenditures	$4,500,000
REET2 (Revenues - Expenditures)	**$0**

Traffic Mitigation	
Traffic Mitigation Fees Collected	$0
TIP Expenditures	$0
Traffic Mitigation (Revenues - Expenditures)	**$0**

Traffic Impact Fees	
2026 Budgeted Impact Fees	$2,269,400
Annual Collection	$1,434,883
Collection 2027-2031	$7,174,414
Traffic Impact Fees Collected	$9,443,814
TIP Expenditures	$9,439,283
TIF (Revenues - Expenditures)	**$4,531**

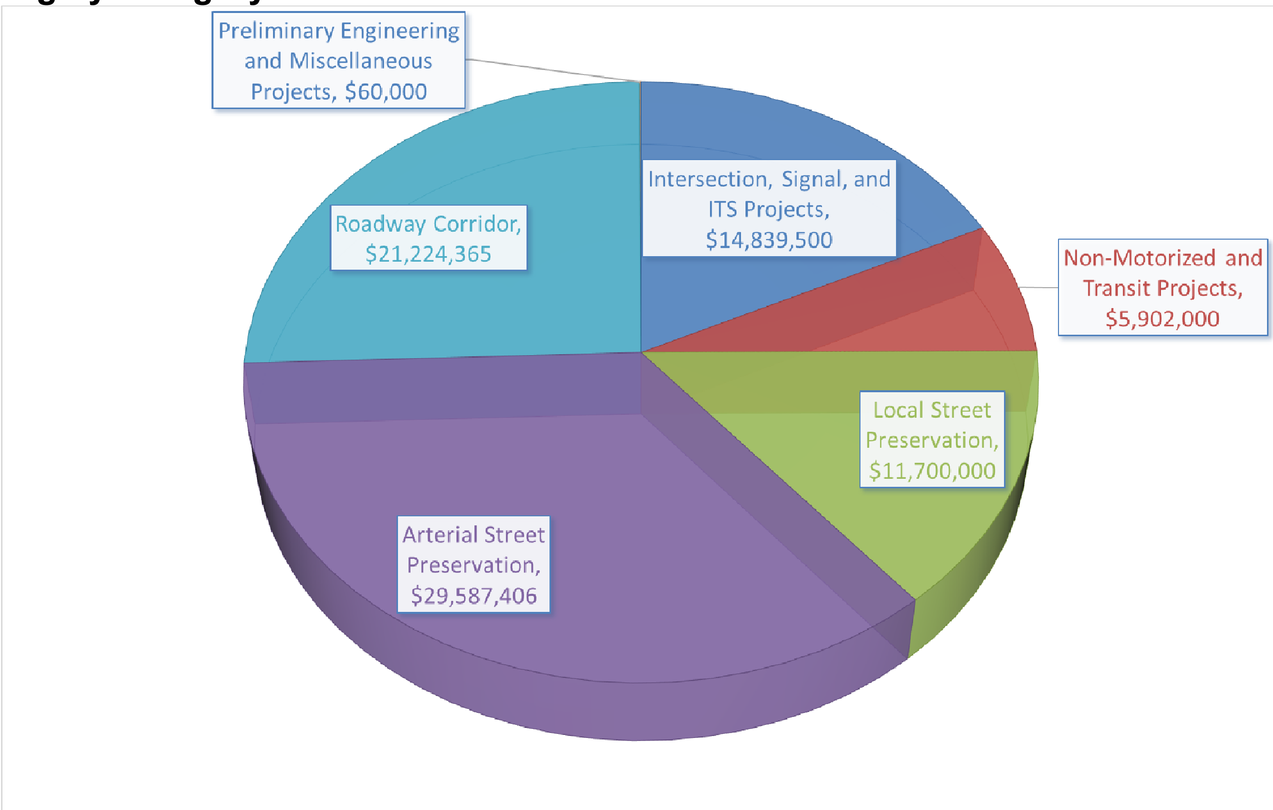
Transportation Benefit District (TBD)	
0.1% Sales Tax	$13,116,000
$20 Car Tabs	$0
Other Revenue Option 1	$0
Other Revenue Option 2	$0
Subtotal Transportation Benefit District Funds	$13,116,000
TIP Expenditures	$13,116,000
TBD (Revenues - Expenditures)	**$0**

Non-City Funds (Grants)	
Secured Non-City Funds	$14,162,406
Unsecured Non-City Funds	$13,353,082
Non-City Funds	**$27,515,488**

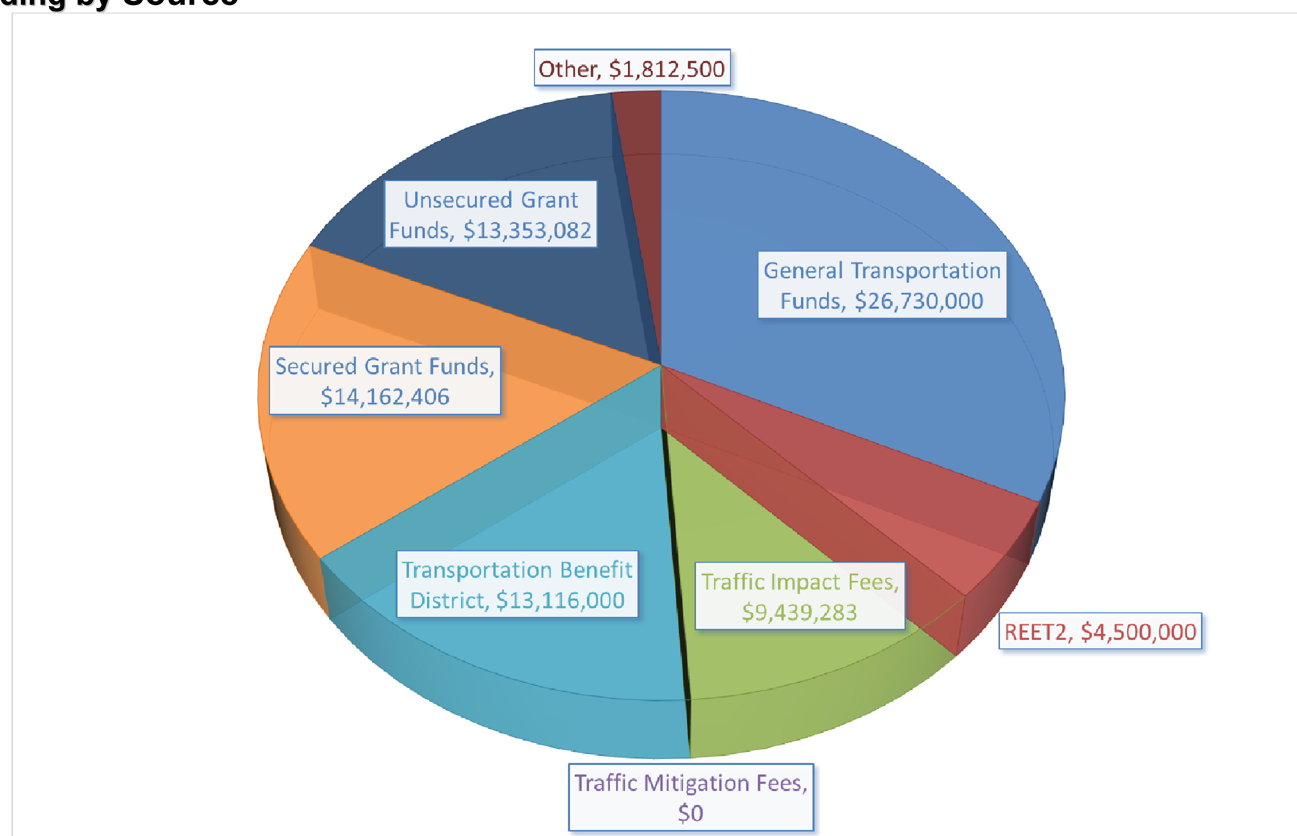
Other Revenues	
Development	$1,512,500
Agency Partnerships	$0
Sidewalk Repair Fees	$300,000
Fee-In-Lieu	$0
Public Works Trust Fund Loan	$0
Subtotal Other Funds	$1,812,500
TIP Expenditures	$1,812,500
Other Revenues (Revenues - Expenditures)	**$0**

Summary	
Total Revenues	$83,149,802
TIP Expenditures	$83,113,271
TIP (Revenues - Expenditures)	**$36,531**

Summary Charts
Funding by Category



Funding by Source



Project Title:	**Traffic Signal Replacement Program**	**TIP# I-1**
Project No:	**TBD**	
Project Type:	**Asset Management**	**STIP# AUB-N/A**

Project Description:
This program will replace the existing traffic signal infrastrucutre that are approaching the end of their service life, are damaged, or do not meet ADA requirements. The program funds one signal replacement every 5 to 6 years as stand-alone signal replacement projects and/or signal replacements being included with other projects.

Project Need:
Replacing traffic signals as they approach or are at the end of their service life, is critical to maintaining the City's transportation systems.

Project Status:
Funding for has been allocated to I-8 which will replace the existing signal at the C Street NW/3rd Street NW intersection. The remaining funds will be used to start of the design of the next signal replacement followed by construction as funding allows beyond the TIP period.

Project Funding:

	Prior to 2026*	2026-2031
Funding Sources:		
General Transportation	-	350,000
REET2	-	-
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non-City	-	-
Other	-	-
Total	**-**	**350,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	350,000
Right of Way	-	-
Construction	-	-
Other	-	-
Total	**-**	**350,000**

* Prior amounts not shown for on-going programs.

Project Title:	**Annual Traffic Signal Improvement Program**	**TIP# I-2**
Project No:	**gcbd07**	
Project Type:	**Asset Management, Operations**	**STIP# AUB-N/A**

Project Description:
The program will replace end of life traffic signal and Intelligent Transportation System (ITS) equipment including cabinets, video detection cameras, field network devices, traffic cameras, battery backup components, and other related equipment. The program also includes minor safety improvements, operations improvements, and accessible pedestrian signal Improvements based on the requirements of the Americans with Disabilities Act (ADA).

Project Need:
The project is needed to maintain and replace existing signal equipment.

Project Status:
Program is on-going.

Project Funding:

	Prior to 2026*	**2026-2031**
Funding Sources:		
General Transportation	-	-
REET2	-	1,200,000
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non City	-	-
Other	-	-
Total	**-**	**1,200,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	-
Right of Way	-	-
Construction	-	1,200,000
Other	-	-
Total	**-**	**1,200,000**

* Prior amounts not shown for on-going programs.

Project Title:	**ITS Dynamic Message Sign Program**	**TIP# I-3**
Project No:	**asbd16**	
Project Type:	**Operations**	**STIP# AUB-N/A**

Project Description:
This program supports the City's Intelligent Transportation Systems (ITS) with the installation of Dynamic Message Signs (DMS) at various locations throughout the City. This program funds the design and installation of one DMS every 6-years as either stand-alone projects and/or DMS being included with other projects.

Project Need:
This program funds the placement of dynamic message signs at locations identified in the Comprehensive Transportation Plan to help provide a more resilient and efficient transportation system.

Project Status:
Location prioritization and selection underway. A new DMS on East Valley Highway is included in the East Valley Highway Widening project (R-26).

Project Funding:

	Prior to 2026*	2026-2031
Funding Sources:		
General Transportation	-	270,000
REET2	-	-
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non City	-	-
Other	-	-
Total	**-**	**270,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	35,000
Right of Way	-	-
Construction	-	235,000
Other	-	-
Total	**-**	**270,000**

* Prior amounts not shown for on-going programs.

Project Title:	**Street Lighting Improvement Program**	**TIP# I-4**
Project No:	**gcbd09**	
Project Type:	**Operations, Safety**	**STIP# AUB-N/A**

Project Description:
This annual program provides for street lighting projects throughout the City, including converting existing lights to LED and installing additional new street lighting at strategic locations to address specific transportation safety needs.

Project Need:
Converting existing standard street lights to LED supports the reduction of greenhouse gas emissions and can provide more uniform lighting. Adding new street lights can help support transportation safety.

Project Status:
Program is on-going.

Project Funding:

	Prior to 2026*	2026-2031
Funding Sources:		
General Transportation	-	-
REET2	-	300,000
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non City	-	-
Other	-	-
Total	**-**	**300,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	-
Right of Way	-	-
Construction	-	300,000
Other	-	-
Total	**-**	**300,000**

* Prior amounts not shown for on-going programs.

Project Title:	**Harvey Rd NE/8th St NE Intersection Improvements**	**TIP# I-5**
Project No:	**CP0611**	
Project Type:	**Capacity**	**STIP# AUB-N/A**

Project Description:
The project constructed one eastbound through/right turn-lane on 8th St NE to the west of Harvey Rd and modified traffic signals and traffic channelization to accommodate the new lane. The additional lane reduced traffic delays and queuing at the intersection of Harvey Rd and 8th St NE in all directions. This project also reconstructed M St NE from 4th St NE to 8th St NE, a segment of roadway approximately 0.3 miles long with a four-lane cross-section. The reconstruction addressed the existing poor pavement condition and completed sidewalk gaps.

Project Need:
This project addressed roadway capacity needs.

Project Status:
Project was completed in 2010. Ongoing budget is for Public Works Trust Fund Loan debt payments through 2028.

Project Funding:

		Prior to 2026	2026-2031
Funding Sources:			
General Transportation		-	-
REET2		-	-
Traffic Impact Fees		1,563,639	243,560
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		-	-
Unsecured Non City		-	-
Other (PWTFL)		1,527,300	-
Total	**3,334,499**	**3,090,939**	**243,560**
Capital Expenditures:			
Pre-Design		-	-
Design		327,500	-
Right of Way		200,400	-
Construction		1,203,900	-
Other		1,359,139	243,560
Total	**3,334,499**	**3,090,939**	**243,560**

Project Title:	**AWS/17th Street SE Intersection Improvements**	**TIP# I-6**
Project No:	**TBD**	
Project Type:	**Capacity**	**STIP# AUB-N/A**

Project Description:
The project will complete a pre-design study to identify the scope of a future construction project to improve traffic operations and active transportation through the intersection. The pre-design study will include coordination with WSDOT and public outreach.

Project Need:
The project addresses an existing intersection delay level of service issue and provides capacity for future growth and development.

Project Status:
TIP funding is for preliminary design starting on 2029.

Project Funding:

		Prior to 2026	2026-2031
Funding Sources:			
General Transportation		-	-
REET2		-	-
Traffic Impact Fees		-	100,000
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		-	-
Unsecured Non City		-	-
Other (Development)		-	-
Total	**100,000**	**-**	**100,000**
Capital Expenditures:			
Pre-Design		-	100,000
Design		-	-
Right of Way		-	-
Construction		-	-
Other		-	-
Total	**100,000**	**-**	**100,000**

Project Title:	**C St NW and 3rd St NW Intersection Improvements**	**TIP# I-8**
Project No:	**TBD**	
Project Type:	**Capacity**	**STIP# AUB-N/A**

Project Description:
The project will replace the existing traffic signal and widen eastbound 3rd Street NW to create a three lane approach to the intersection to match the existing westbound approach. This allow for the addition of a dedicated eastbound left-turn lane, and modifications to the traffic signal operations to allow protected/permissive left-turn movements on all four approaches.

Project Need:
The project addresses an existing intersection delay level of service issue and provides capacity for future growth and development.

Project Status:
Funding for this project is provided from the signal replacement program (I-1). Design is programmed for 2026 followed by construction in 2027 or as funding allows.

Project Funding:

		Prior to 2026	2026-2031
Funding Sources:			
General Transportation		-	1,810,000
REET2		-	-
Traffic Impact Fees		-	70,000
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		-	-
Unsecured Non City		-	-
Other (Development)		-	-
Total	**1,880,000**	**-**	**1,880,000**
Capital Expenditures:			
Pre-Design		-	-
Design		-	270,000
Right of Way		-	70,000
Construction		-	1,540,000
Other		-	-
Total	**1,880,000**	**-**	**1,880,000**

Project Title:	**R Street SE/21st Street SE Roundabout**	**TIP# I-10**
Project No:	**CP2308**	
Project Type:	**Capacity, Safety**	**STIP# AUB-78**

Project Description:
The project will construct a single lane roundabout in place of the existing east/west stop-control on 21st Street SE. The project is needed to address an existing LOS deficiency and will improve safety at the intersection.

Project Need:
This project was identified in the R Street Corridor study completed in 2020.The project is needed to address an existing LOS deficiency, and will improve safety at the intersection.

Project Status:
The City was awarded a WSDOT City Safety Grant in 2022 for 100% of the project costs. Project design is underway in 2023/2024, property acquisition (ROW) is anticipated in 2024/2025 with construction in 2025/2026.

Project Funding:

		Prior to 2026	2026-2031
Funding Sources:			
General Transportation		-	-
REET2		-	-
Traffic Impact Fees		200,000	-
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		1,667,000	-
Unsecured Non City		-	-
Other		-	-
Total	**1,867,000**	**1,867,000**	**-**
Capital Expenditures:			
Pre-Design		-	-
Design		185,000	-
Right of Way		115,000	-
Construction		1,367,000	-
Other		-	-
Total	**1,667,000**	**1,667,000**	**-**

Project Title:	**Lake Tapps Parkway Lighting**	**TIP# I-11**
Project No:	**TBD**	
Project Type:	**Safety**	**STIP# AUB-83**

Project Description:
The project will install street lighting along Lake Tapps Parkway between Sumner Tapps Highway and 182nd Avenue E. Across the elevated section of roadway a new median will be constructed to accommodate the lighting.

Project Need:
The project will add lighting along a corridor which does not have existing lighting. This will improve safety and comfort for all users.

Project Status:
The City was awarded 100% federal funding for the project in 2024. Design is programmed for 2025 with construction in 2026.

Project Funding:

		Prior to 2026	2026-2031
Funding Sources:			
General Transportation		-	-
REET2		-	-
Traffic Impact Fees		-	-
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		200,000	1,100,000
Unsecured Non-City		-	-
Other		-	-
Total	**1,300,000**	**200,000**	**1,100,000**
Capital Expenditures:			
Pre-Design		-	-
Design		200,000	-
Right of Way		-	-
Construction		-	1,100,000
Other		-	-
Total	**1,300,000**	**200,000**	**1,100,000**

Project Title:	**Lea Hill Road/104th Avenue SE Roundabout**	**TIP# I-12**
Project No:	**CP2319**	
Project Type:	**Capacity, Safety, Active Transp.**	**STIP# AUB-79**

Project Description:
This project will replace an existing traffic signal with a single lane roundabout at the intersection of Lea Hill Rd/104th Ave SE. The project will also construct sidewalks on Lea Hill Rd from the intersection to the existing sidewalks west of the intersection at the Green River Bridge and on 104th Ave SE from the intersection to sidewalk on the south side constructed with the Garden Ave project and on the north side to the entrance to the Emerald Point Apartments.

Project Need:
This project was identified in the Lea Hill Corridor Study and is needed to improve traffic operations, access to transit, and safety.

Project Status:
The design phase was started in 2023. Property acquisition (ROW) is anticipated in 2025. Federal grant funding was awarded in 2024 to fully fund construction in 2027.

Project Funding:

		Prior to 2026	2026-2031
Funding Sources:			
General Transportation		-	500,000
REET2		-	-
Traffic Impact Fees		703,816	2,532,940
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		476,000	2,138,000
Unsecured Non-City		-	-
Other		-	-
Total	**6,350,756**	**1,179,816**	**5,170,940**
Capital Expenditures:			
Pre-Design		-	-
Design		1,179,816	-
Right of Way		-	300,000
Construction		-	4,861,940
Other		-	-
Total	**6,341,756**	**1,179,816**	**5,161,940**

Project Title:	**S 321st Street/46th Place S Roundabout**	**TIP# I-13**
Project No:	**TBD**	
Project Type:	**Capacity**	**STIP# AUB-N/A**

Project Description:

This project is identified by King County in their Transportation Needs Report as Project SW-37. The project will improve the 46th Place S intersection with S 321st Street with the construction of a single-lane roundabout in place of the stop-control on the northbound and southbound approaches.

Project Need:

The project addresses an existing intersection delay level of service issue and provides capacity for future growth and development.

Project Status:

The City is negotiating an interlocal agreement with King County to provide up to $1,100,000 of funding for the project with King County managing the design, ROW, and construction of the project as the majority of the project is located in unincorporated King County. Two adjacent development projects are contributing a combined $250,000 towards the project as mitigation for their project impacts to the intersection.

Project Funding:

		Prior to 2026	2026-2031
Funding Sources:			
General Transportation		-	-
REET2		-	-
Traffic Impact Fees		-	850,000
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		-	-
Unsecured Non-City		-	-
Other (Development)		-	250,000
Total	**1,100,000**	**-**	**1,100,000**
Capital Expenditures:			
Pre-Design		-	-
Design			200,000
Right of Way		-	
Construction		-	900,000
Other		-	-
Total	**1,100,000**	**-**	**1,100,000**

Project Title:	**SE 304th Street/116th Avenue SE Roundabout**	**TIP# I-16**
Project No:	**CP2506**	
Project Type:	**Capacity**	**STIP# AUB-NA**

Project Description:
The project will replace the existing north/south stop control with a single-lane roundabout, install rectangular rapid flashing beacons at the main crossings, and complete the sidewalk gap on the north side of SE 304th Street to the east of 112th Avenue SE.

Project Need:
This project is needed to address an existing intersection delay level of service deficiency and will provide additional intersection capacity to support future growth and development.

Project Status:
In 2024, development agreements to provide partial funding for this project have been executed. The 2025-2030 Capital Facilities Plan shows design starting in 2025, property acquisition (ROW) in 2026 and construction starting in 2027.

Project Funding:

		Prior to 2026	2026-2031
Funding Sources:			
General Transportation		-	-
REET2		-	-
Traffic Impact Fees		600,000	1,862,500
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		-	-
Unsecured Non-City		-	
Other (Development)		-	1,262,500
Total	**3,725,000**	**600,000**	**3,125,000**
Capital Expenditures:			
Pre-Design		-	-
Design		600,000	600,000
Right of Way		-	325,000
Construction		-	2,200,000
Other		-	-
Total	**3,725,000**	**600,000**	**3,125,000**

Project Title:	**Active Transportation Mode Shift Program**	**TIP# N-1**
Project No:	**asbd08**	
Project Type:	**Active Transportation, Capacity (Mode Shift)**	**STIP# AUB-NA**

Project Description:
This program funds active transportation improvements that provide connections to transit and regional active transportation facilities as either stand-alone projects and/or as improvements included with other projects.

Project Need:
This program supports multi-modal level of service policies in the 2024-2044 Comprehensive Transportation Plan. The improvements constructed with this program encourage and support people to walk, bike, and ride transit to reduce overall transpiration system capacity needs (encourage a mode shift from vehicle travel modes to active transportation and transit).

Project Status:
In 2025, 2026, and 2027 this program is providing funding for active transportation improvements included in various other projects. The 2028 and 2029 funds have been allocated to the East Valley Highway Widening project (R-26) to help fund the trail portion of the project.

Project Funding:

	Prior to 2026*	2026-2031
Funding Sources:		
General Transportation	-	-
REET2	-	-
Traffic Impact Fees	-	400,000
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non-City	-	-
Other	-	-
Total	**-**	**400,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	120,000
Right of Way	-	-
Construction	-	280,000
Other	-	-
Total	**-**	**400,000**

* Prior amounts not shown for on-going programs.

Project Title:	**Active Transportation - Safety, ADA, & Repair Prgm.**	**TIP# N-2**
Project No:	**gcbd01**	
Project Type:	**Active Transportation, Safety**	**STIP# AUB-NA**

Project Description:
This program constructs improvements and repairs throughout the City to address safety and accessibility concerns related to pedestrians and bicyclists. The program replaces damaged sidewalks throughout the City, adds new curb ramps, replaces existing curb ramps that do not meet current American with Disabilities Act (ADA) requirements, and implements other improvements to support pedestrian and bicycle safety. A portion of the program funding is provided by fees collected from residents choosing to pay a fee to the City for replacement of damaged sidewalk sections that they are responsible for (caused by their private trees).

Project Need:
The program is needed to repair and replace damaged sidewalk facilities, address ADA deficiencies to support the City's ADA Transition Plan, and improve active transportation safety.

Project Status:
Program is on-going. Program is providing funding for the 1st St NE/NW & Division St Pedestrian Improvements project (N-5).

Project Funding:

	Prior to 2026*	2026-2031
Funding Sources:		
General Transportation	-	600,000
REET2	-	1,395,000
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non-City	-	-
Other (Fees)	-	300,000
Total	**-**	**2,295,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	400,000
Right of Way	-	-
Construction	-	1,875,000
Other	-	-
Total	**-**	**2,275,000**

* Prior amounts not shown for on-going programs.

Project Title:	**Downtown Bike to Transit (10th St NE/NW)**	**TIP# N-3**
Project No:	**TBD**	
Project Type:	**Active Transportation, Capacity (Mode Shift), Asset Management, Safety**	**STIP# AUB-NA**

Project Description:
This project will rechannelize 10th St NE/NW between B St NW and Auburn Way North to convert the existing four-lane cross section to a three lane section incorporating bike lanes and a center two-way left-turn lane. The existing intersection control at the intersection with A Street NE will be revised to remove the east/west stop-control, and the north/south crosswalks enhanced with Rectangular Rapid Flashing Beacons (RRFBs) and refuge islands. The existing signal at D Street NE will require modification to match the new roadway cross section. The project will also replace the pavement surface between B Street NW and Auburn Way N.

Project Need:
The project will complete active transportation improvements between A Street NW to Auburn Way N to connect to new high capacity transit service (King County Metro RapidRide I Line), and improves pedestrian access across 10th Street between residential and commercial uses.

Project Status:
WSDOT Ped/Bike Safety grant funding for the project was awarded for the project. Design will start in 2025 and construction would occur in 2026/2027.

Project Funding:

		Prior to 2026	2026-2031
Funding Sources:			
General Transportation		-	
REET2		-	-
Traffic Impact Fees		-	
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		442,000	1,482,000
Unsecured Non-City		-	-
Other		-	-
Total	**1,924,000**	**442,000**	**1,482,000**
Capital Expenditures:			
Pre-Design		-	-
Design		572,000	-
Right of Way		9,000	-
Construction		-	1,482,000
Other		-	-
Total	**2,063,000**	**581,000**	**1,482,000**

Project Title:	**Transit Partnership Routes Program**	**TIP# N-4**
Project No:	**N/A**	
Project Type:	**Capacity (Mode Shift)**	**STIP# AUB-NA**

Project Description:
The Lakeland Hills route, PT497, began in 2009. The route is operated in partnership with King County Metro and Pierce Transit. This program provides Auburn's share of operating costs associated with the Commuter Shuttle (PT497) from the Lakeland Hills neighborhood to Auburn Station per the Interlocal Agreement with King County Metro and Pierce Transit.

Project Need:
The City funds one third of the operating costs of Pierce Transit Route 497 to reduce congestion between Lakeland Hills and Downtown, and reduce parking needs around Auburn Station.

Project Status:
Current interlocal agreement expires in 2025. An extension to the agreement is being negotiated through 2027.

Project Funding:

	Prior to 2026*	2026-2031
Funding Sources:		
General Transportation	-	1,200,000
REET2	-	-
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non-City	-	-
Other	-	-
Total	**-**	**1,200,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	-
Right of Way	-	-
Construction	-	-
Other	-	1,200,000
Total	**-**	**1,200,000**

* Prior amounts not shown for on-going programs.

Project Title:	**1st St NE/NW & Division St Pedestrian Improvements**	**TIP# N-5**
Project No:	**TBD**	
Project Type:	**Active Transportation, Safety**	**STIP# AUB-76**

Project Description:
The project will implement non-motorized improvements at the 1st Street NE/NW/N Division Street intersections in downtown Auburn. The proposed improvements will create a raised intersection to reduce speeds, and encourage motorists to yield to pedestrians using the crosswalks; add curb bulbs where they are not currently provided to reduce crossing distances and improve pedestrian visibility; construct new ADA complaint ramps; and both pedestrian level and street lighting improvements. The intersection will be converted from all-way stop-control to two-way, east/west stop-control.

Project Need:
The project will improve non-motorized safety and access at the intersection.

Project Status:
City was awarded a Federal grant in 2022 through PSRC King County Countywide program. Design started in 2025, with construction in 2026.

Project Funding:

		Prior to 2026	2026-2031
Funding Sources:			
General Transportation		-	
REET2		50,000	105,000
Traffic Impact Fees		-	-
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		86,500	420,000
Unsecured Non-City		-	-
Other		-	-
Total	**661,500**	**136,500**	**525,000**
Capital Expenditures:			
Pre-Design		-	-
Design		130,000	-
Right of Way		-	-
Construction		-	525,000
Other		-	-
Total	**655,000**	**130,000**	**525,000**

Project Title:	**Arterial Preservation Program**	**TIP# P-1**
Project No:	**spbd01**	
Project Type:	**Asset Management**	**STIP# AUB-NA**

Project Description:
The program replaces, repairs, and preserves roadway pavement on arterial and collector streets throughout the City as either stand-alone projects and/or as improvements included with other projects. The program upgrades ADA deficient curb ramps and addresses damaged sidewalks that may cause obstructions as required by the City's Engineering Design Standards and the ADA Transition Plan. The program also funds periodic assessment of pavement condition ratings to assist in prioritization and selection of roadways. This program is funded by a 1.5% tax on City Utilities, Grants, and Transportation Benefit District revenues (currently generated by a 0.1% sales tax).

Project Need:
This program supports asset management goals and policies in the Comprehensive Transportation Plan and is needed to efficiently and effectively replace, repair, and maintain the City's roadway pavement.

Project Status:
The program is providing funding for the Lake Tapps Preservation (P-6), C St SW Preservation (P-7), A St SE Preservation (P-8), M St NE Widening (R-7), and R St Widening R-13) projects. This program also funds the Bridge Street Preservation Program.

Project Funding:

	Prior to 2026*	**2026-2031**
Funding Sources:		
General Transportation	-	4,895,000
REET2	-	-
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	8,036,000
Secured Non-City	-	-
Unsecured Non-City	-	5,599,000
Other	-	-
Total	**-**	**18,530,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	2,779,500
Right of Way	-	-
Construction	-	15,750,500
Other	-	-
Total	**-**	**18,530,000**

* Prior amounts not shown for on-going programs.

Project Title:	**Local Street Preservation Program**	**TIP# P-2**
Project No:	**sobd02**	
Project Type:	**Asset Management**	**STIP# AUB-NA**

Project Description:
The program replaces, repairs, and preserves roadway pavement on local streets throughout the City as either stand-alone projects and/or as improvements included with other projects. The program upgrades ADA deficient curb ramps and addresses damaged sidewalks that may cause obstructions as required by the City's Engineering Design Standards and the ADA Transition Plan. The program also funds periodic assessment of pavement condition ratings to assist in prioritization and selection of roadways. This program is funded by a 1% utility tax and an annual contribution from City Utilities.

Project Need:
This program supports asset management goals and policies in the Comprehensive Transportation Plan and is needed to efficiently and effectively replace, repair, and maintain the City's roadway pavement.

Project Status:
The program is providing funding for the 2026 Local Street Preservation (P-9) and the 2027 Local Street Preservation (P-5) projects.

Project Funding:

	Prior to 2026*	**2026-2031**
Funding Sources:		
General Transportation	-	6,200,000
REET2	-	-
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non-City	-	-
Other	-	-
Total	**-**	**6,200,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	930,000
Right of Way	-	-
Construction	-	5,270,000
Other	-	-
Total	**-**	**6,200,000**

* Prior amounts not shown for on-going programs.

Project Title:	**Bridge Preservation Program**	**TIP# P-3**
Project No:	**TBD**	
Project Type:	**Asset Management**	**STIP# AUB-NA**

Project Description:
This program performs annual bridge inspections and load ratings as needed and implements identified maintenance, repairs, and improvements.

Project Need:
This program supports asset management goals and policies in the Comprehensive Transportation Plan and is needed to efficiently and effectively replace, repair, and maintain the City's roadway bridges. Bridge inspections are a regulatory requirement.

Project Status:
Program is on-going.

Project Funding:

	Prior to 2026*	2026-2031
Funding Sources:		
General Transportation	-	900,000
REET2	-	-
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non-City	-	-
Other	-	-
Total	**-**	**900,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	150,000
Right of Way	-	
Construction	-	750,000
Other	-	-
Total	**-**	**900,000**

* Prior amounts not shown for on-going programs.

Project Title:	**Annual Channelization and Pavement Markings**	**TIP# P-4**
Project No:	**TBD**	
Project Type:	**Asset Management, Safety**	**STIP# AUB-NA**

Project Description:
The program will refresh pavement markings, both painted and thermoplastic, and reflective pavement markers (RPMs). The program will also fund channelization revisions identified to increase safety, capacity, or to accommodate active transportation modes.

Project Need:
Manual of Uniform Traffic Control Devices (MUTCD) requires the City to refresh pavement markings to achieve minimum reflectivity. Refreshing pavement markings supports City safety goals and policies. This program is needed to supplement Maintenance and Operations - Streets pavement marking program to conform with the MUTCD requirements and due to the need to potentially hire private contractors to do this work.

Project Status:
Program is ongoing.

Project Funding:

	Prior to 2026*	2026-2031
Funding Sources:		
General Transportation	-	1,200,000
REET2	-	-
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non-City	-	-
Other	-	-
Total	**-**	**1,200,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	-
Right of Way	-	-
Construction	-	1,200,000
Other	-	-
Total	**-**	**1,200,000**

* Prior amounts not shown for on-going programs.

Project Title:	**2027 Local Street Preservation Project**	**TIP# P-5**
Project No:	**TBD**	
Project Type:	**Asset Management**	**STIP# AUB-NA**

Project Description:
The project will reconstruct the pavement, replace ADA ramps as needed, and replace the sidewalk/curb & gutter where damaged.

Project Need:
See Local Street Preservation program.

Project Status:
The street selection for this project is underway. The design phase will begin in 2025.

Project Funding:

		Prior to 2026	2026-2031
Funding Sources:			
General Transportation		150,000	3,300,000
REET2		-	-
Traffic Impact Fees		-	-
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		-	-
Unsecured Non-City		-	-
Other		-	-
Total	**3,450,000**	**150,000**	**3,300,000**
Capital Expenditures:			
Pre-Design		-	-
Design		150,000	300,000
Right of Way		-	-
Construction		-	3,000,000
Other		-	-
Total	**3,450,000**	**150,000**	**3,300,000**

Project Title:	**Lake Tapps Pkwy SE Preservation**	**TIP# P-6**
Project No:	**TBD**	
Project Type:	**Asset Management, Active Transportation**	**STIP# AUB-82**

Project Description:
This project is funded from the City's Arterial Street Preservation Program. The project will grind and overlay Lake Tapps Parkway E between the Sumner Tapps Hwy E and 182nd Ave E intersections. The project will also upgrade curb ramps to meet ADA requirements, and signal detection as needed. The project will also rechannelize the roadway to create on-street bike lanes, and install a section of median island and conduits to accommodate the installation of street lighting as part of a future project.

Project Need:
See Arterial Preservation Program.

Project Status:
Federal funding for the construction phase of the project was awarded in 2024. The design phase is programmed for 2026 with construction in 2027.

Project Funding:

		Prior to 2026	2026-2031
Funding Sources:			
General Transportation		-	835,000
REET2		-	-
Traffic Impact Fees		-	-
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		-	792,406
Unsecured Non-City		-	-
Other		-	-
Total	**1,627,406**	**-**	**1,627,406**
Capital Expenditures:			
Pre-Design		-	-
Design		-	295,000
Right of Way		-	-
Construction		-	1,332,406
Other		-	-
Total	**1,627,406**	**-**	**1,627,406**

Project Title:	**C St SW Preservation (GSA Signal to Ellingson Rd)**	**TIP# P-7**
Project No:	**cp2425**	
Project Type:	**Asset Management**	**STIP# AUB-74**

Project Description:
This project is funded from the City's Arterial Street Preservation Program. The project will grind and overlay C Street SW from the GSA signal (approximately 2,000 feet to the south of 15th Street SW) to Ellingson Road. The project also includes ADA upgrades to curb ramps and pedestrian push buttons, and replacement vehicle detection.

Project Need:
See Arterial Preservation Program.

Project Status:
Grant funding for the construction phase of this project was awarded in 2022. The design phase began in 2025. The NEPA approval process is complete. Property acquisition (ROW) phase is not required and construction is anticipated in 2026. Construction funds must be obligated by June 1, 2026.

Project Funding:

		Prior to 2026	2026-2031
Funding Sources:			
General Transportation		198,000	
REET2		-	-
Traffic Impact Fees		-	-
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	865,000
Secured Non-City		-	865,000
Unsecured Non-City		-	-
Other		-	-
Total	**1,928,000**	**198,000**	**1,730,000**
Capital Expenditures:			
Pre-Design		-	-
Design		198,000	
Right of Way		-	-
Construction		-	1,730,000
Other		-	-
Total	**1,928,000**	**198,000**	**1,730,000**

Project Title:	**A Street SE Preservation (17th St SE to 37th St SE)**	**TIP# P-8**
Project No:	**TBD**	
Project Type:	**Asset Management**	**STIP# AUB-81**

Project Description:
This project is funded from the City's Arterial Street Preservation Program. The project will grind and overlay A Street SE between the 17th Street SE and 37th Street SE. The project scope includes upgrades to ADA curb ramps, and signal detection as needed.

Project Need:
See Arterial Preservation Program.

Project Status:
Arterial patching was completed during 2024 to prepare this section of A Street for this preservation project. Federal funding for the construction phase of the project was awarded in 2024. Design will start in late 2025, with construction in 2027.

Project Funding:

		Prior to 2026	2026-2031
Funding Sources:			
General Transportation		-	470,000
REET2		-	-
Traffic Impact Fees		-	-
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	965,000
Secured Non-City		-	965,000
Unsecured Non-City		-	-
Other		-	-
Total	**2,400,000**	**-**	**2,400,000**
Capital Expenditures:			
Pre-Design		-	-
Design		-	440,000
Right of Way		-	30,000
Construction		-	1,930,000
Other		-	-
Total	**2,400,000**	**-**	**2,400,000**

Project Title:	**2026 Local Street Preservation Project**	**TIP# P-9**
Project No:	**cp2418**	
Project Type:	**Asset Management**	**STIP# AUB-NA**

Project Description:
The project will reconstruct the pavement, replace ADA ramps as needed, and replace the sidewalk/curb & gutter where damaged on 8th Street SW west of C Street SW, 4th Street SE between Auburn-Black Diamond Road and S Street SE, S Street SE north of 4th Street SE, and J Street SE between Auburn Way S and 17th Street SE. The existing speed cushions on J Street SE will also be replaced.

Project Need:
See Local Street Preservation program.

Project Status:
The design phase was started in 2024, with construction anticipated in 2026.

Project Funding:

		Prior to 2026	2026-2031
Funding Sources:			
General Transportation		525,000	2,200,000
REET2		-	-
Traffic Impact Fees		-	-
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		-	-
Unsecured Non-City		-	-
Other		-	-
Total	**2,725,000**	**525,000**	**2,200,000**
Capital Expenditures:			
Pre-Design		-	-
Design		525,000	-
Right of Way		-	-
Construction		-	2,200,000
Other		-	-
Total	**2,725,000**	**525,000**	**2,200,000**

Project Title:	**West Valley Highway/15th Street SW Preservation**	**TIP# P-11**
Project No:	**TBD**	
Project Type:	**Asset Management**	**STIP# AUB-NA**

Project Description:
This project is funded from the City's Arterial Street Preservation Program. The project will replace the pavement on West Valley Highway and 15th Street SW in the vicinity of the intersection of the two streets, extending to the east through the interchange with SR 167.

Project Need:
See Arterial Preservation Program.

Project Status:
A TIB Physical Condition grant application will be submitted in 2025 to help fund this project. The design phase is programmed for 2026 with construction in 2027.

Project Funding:

		Prior to 2026	2026-2031
Funding Sources:			
General Transportation		-	-
REET2		-	-
Traffic Impact Fees		-	-
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	1,850,000
Secured Non-City		-	-
Unsecured Non-City		-	1,150,000
Other		-	-
Total	**3,000,000**	**-**	**3,000,000**
Capital Expenditures:			
Pre-Design		-	-
Design		-	350,000
Right of Way		-	-
Construction		-	2,650,000
Other		-	-
Total	**3,000,000**	**-**	**3,000,000**

Project Title:	**Neighborhood Traffic Safety Program**	**TIP# R-1**
Project No:	**gcbd06**	
Project Type:	**Safety**	**STIP# AUB-NA**

Project Description:
This program funds standalone projects and/or improvements included in other projects that address transportation safety concerns on neighborhood streets with education, outreach, and physical improvements. The program takes an areawide approach to traffic calming in residential neighborhoods, which includes community outreach and participation. Annual focus areas are selected based on a needs evaluation that considers request history, crash history, number of potential through streets between arterials or collectors, and destinations such as schools, parks, transit stops, and convenience stores.

Project Need:
This program supports safety goals and policies in the Comprehensive Transportation Plan and helps improve safety of transportation systems in neighborhoods.

Project Status:
Program is on-going.

Project Funding:

	Prior to 2026*	2026-2031
Funding Sources:		
General Transportation	-	-
REET2	-	1,500,000
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non-City	-	-
Other	-	-
Total	**-**	**1,500,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	225,000
Right of Way	-	-
Construction	-	1,275,000
Other	-	-
Total	**-**	**1,500,000**

* Prior amounts not shown for on-going programs.

Project Title:	**M Street Underpass (3rd St SE to 8th St SE)**	**TIP# R-3**
Project No:	**c201a0**	
Project Type:	**Capacity, Safety**	**STIP# AUB-NA**

Project Description:
The project constructed a grade separated railroad crossing of M Street SE at the BNSF Stampede Pass tracks.

Project Need:
The project has improved traffic operations along the M Street SE corridor.

Project Status:
Construction was completed in 2014. The project is now in Public Works Trust Fund Loan (PWTFL) debt repayment through 2041.

Project Funding:

		Prior to 2026	2026-2031
Funding Sources:			
General Transportation		-	-
REET2		1,140,000	-
Traffic Impact Fees		5,691,424	727,404
Traffic Mitigation Fees		660,000	-
Transportation Benefit District		-	-
Secured Non-City		9,731,904	-
Unsecured Non-City		-	-
Other (PWTFL and Agencies)		6,375,371	-
Total	**24,326,103**	**23,598,699**	**727,404**
Capital Expenditures:			
Pre-Design		-	-
Design		2,688,924	-
Right of Way		3,358,443	-
Construction		16,169,690	-
Other		1,381,642	727,404
Total	**24,326,103**	**23,598,699**	**727,404**

Project Title:	**Auburn Way S Widening (Hemlock St SE to Poplar St SE)**	**TIP# R-6**
Project No:	**CP1622**	
Project Type:	**Capacity, Safety**	**STIP# AUB-64**

Project Description:
The project will widen Auburn Way S between Hemlock St SE and Poplar St SE to accommodate two lanes in each direction, center turn lane and/or medians to provide access management where feasible, sidewalks, bus pull-outs, street lighting and storm improvements. The project will also add an eastbound turnaround and enhanced pedestrian crossing near Poplar Street SE. The project length is approximately 0.5 miles.

Project Need:
This project was originally identified in the Washington State Department of Transportation's (WSDOT's) 2009 SR164 Corridor Study. The project is needed to provide additional vehicular capacity, transit, and non-motorized facilities on the corridor.

Project Status:
Construction started in 2025 and will be completed in 2026.

Project Funding:

		Prior to 2026	2026-2031
Funding Sources:			
General Transportation		306,840	-
REET2		-	-
Traffic Impact Fees		823,887	392,879
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		8,321,229	-
Unsecured Non-City		-	-
Other (PWTFL)		1,309,596	-
Total	**10,761,552**	**10,761,552**	**392,879**
Capital Expenditures:			
Pre-Design		-	-
Design		1,684,055	-
Right of Way		1,759,868	-
Construction		7,317,629	-
Other (PWTFL Debt)		-	392,879
Total	**10,761,552**	**10,761,552**	**392,879**

Project Title:	**M St NE Widening (E Main St to 4th St NE)**	**TIP# R-7**
Project No:	**CP2210**	
Project Type:	**Capacity, Asset Management**	**STIP# AUB-N/A**

Project Description:
This project will add a second northbound lane, rebuild the pavement, and construct new wider sidewalks on M St NE from E Main St to 4th St NE. The project will also replace the traffic signal at E Main St and modify the signal at 4th St NE, and replace curb ramps to be ADA compliant. This project is partially funded from the City's Arterial Street Preservation Program.

Project Need:
The project is needed to improve traffic operations along the M Street NE corridor, replace pavement that is in very poor condition, improve level of traffic stress for pedestrians, and replace the E Main St traffic signal that is nearing end of life.

Project Status:
Project is under design in 2024/25, property acquisition (ROW) in 2025/26, and construction in 2026/2027, depending on the ability to secure grant funding to fully fund the phase.

Project Funding:

		Prior to 2026	2026-2031
Funding Sources:			
General Transportation		950,000	-
REET2		400,000	-
Traffic Impact Fees		60,000	-
Traffic Mitigation Fees		-	-
Transportation Benefit District		2,000,000	400,000
Secured Non-City		-	-
Unsecured Non-City		-	1,459,082
Other		-	-
Total	5,269,082	**3,410,000**	**1,859,082**
Capital Expenditures:			
Pre-Design		-	-
Design		471,981	-
Right of Way		222,400	-
Construction		2,715,619	1,859,082
Other		-	-
Total	**5,269,082**	**3,410,000**	**1,859,082**

Project Title:	**R Street SE Widening (22nd St SE to 33rd St SE)**	**TIP# R-13**
Project No:	**CP2116**	
Project Type:	**Capacity**	**STIP# AUB-N/A**

Project Description:
The project will construct a second southbound through lane, replace the pavement surface, replace sidewalks, and construct a new separated multi-use trail on R St SE between 22nd St SE and 33rd St SE. The project will also replace the existing traffic signal at 29th St SE, remove the existing pedestrian signal at 31st St and replace it with a full traffic signal at the access to Game Farm Park, and construct utility replacement and improvements.
This project is partially funded from the City's Arterial Street Preservation Program. Traffic impact fees are included to fund vehicle capacity provided by the project.

Project Need:
This project was identified in the R Street Corridor study completed in 2020. The improvements are needed to address existing intersection delay and queuing LOS deficiencies at 29th St SE, provide active transportation facilities that support access to transit and regional trail systems to reduce the need for system vehicle capacity (mode shift), and preserve the existing roadway surface (preservation).

Project Status:
Preliminary design in occurred for this project in 2022/2023 with the R St Preservation Project. Design is underway in 2024/2025 with property acquisition (ROW) anticipated in 2024/2025 and construction 2026/2027, if grant funding can be secured to fully fund the construction phase.

Project Funding:

		Prior to 2026	2026-2031
Funding Sources:			
General Transportation		-	2,000,000
REET2		-	-
Traffic Impact Fees		870,000	-
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	1,000,000
Secured Non-City		-	-
Unsecured Non-City		-	5,145,000
Other		-	-
Total	**9,015,000**	**870,000**	**8,145,000**

Capital Expenditures:			
Pre-Design		-	-
Design		598,218	85,000
Right of Way		271,782	610,000
Construction		-	7,450,000
Other		-	-
Total	**9,015,000**	**870,000**	**8,145,000**

Project Title:	**E Valley Highway Widening**	**TIP# R-26**
Project No:	**CP2311**	
Project Type:	**Capacity**	**STIP# AUB-75**

Project Description:
This project will widen E Valley Highway between Lakeland Hills Way and Terrace View Drive SE, approximately 0.6 miles. The roadway will have a four/five lane cross section with a trail connection along the east side. Other project elements include storm improvements, illumination and ITS.

Project Need:
The project will provide congestion relief along the corridor and provide access for non-motorized users. This project was identified as a recommended project in WSDOT's SR167 Master Plan Study.

Project Status:
Grant funding for the design phase of the project was awarded in 2022. Design phase is underway in 2023. Property acquisition (ROW) is anticipated to start in 2025. Additional grant funding for the design phase was awarded by FMSIB in 2025. FHWA and FMSIB grants have also been awarded for the construction phase, which is programmed to begin in 2028.

Project Funding:

		Prior to 2026	2026-2031
Funding Sources:			
General Transportation		439	-
REET2		-	-
Traffic Impact Fees		835,677	2,200,000
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		1,911,000	6,400,000
Unsecured Non-City		-	-
Other		-	-
Total	**11,347,116**	**2,747,116**	**8,600,000**
Capital Expenditures:			
Pre-Design		-	-
Design		2,247,116	-
Right of Way		500,000	-
Construction		-	8,600,000
Other		-	-
Total	**11,347,116**	**2,747,116**	**8,600,000**

Project Title:	**S 277th St Corridor Improvements**	**TIP# S-2**
Project No:	**CP1821**	
Project Type:	**Capacity, Safety, Active Transportation**	**STIP# AUB-NA**

Project Description:
This project will complete the environmental monitoring requirements related to the S 277th St corridor widening project between Auburn Way North and I St NE.

Project Need:
The project is needed to address existing stormwater issues which are impacting the pavement, and reconstruct the roadway.

Project Status:
The 10 year monitoring period began in 2018 after final completion of the construction phase, and will continue through 2028. For the past two years, the mitigation plantings have suffered due to the summer drought conditions. As a result, there has been a significant loss of plantings and replacement is needed to meet performance standards of the wetland mitigation plan. Additional budget for years 2023 – 2025 has been added to replant portions of the site where the loss has occurred and provide temporary irrigation during summer months to promote plant establishment to achieve required plant cover standards.

Project Funding:

	Prior to 2026	2026-2031
Funding Sources:		
General Transportation	16,900	-
REET2	-	-
Traffic Impact Fees	341,634	60,000
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non-City	-	-
Other (Wetland Mitigation Fee)	-	-
Total	**358,534**	**60,000**
Capital Expenditures:		
Pre-Design	-	-
Design	487	-
Right of Way	-	-
Construction	-	-
Other (Monitoring)	358,047	60,000
Total	**358,534**	**60,000**

City of Auburn
2026-2031
Transportation Improvement Program Summary

TIP #	Project Number	Project Title	General Transportation Funds	REET2	Traffic Impact Fees	Traffic Mitigation Fees	Transportation Benefit District	Secured Non-City Funds	Unsecured Non-City Funds	Other	Total
Intersection, Signal, and ITS Projects											
I-1	TBD	Traffic Signal Replacement Program	350,000	-	-	-	-	-	-	-	350,000
I-2	gcbd07	Annual Traffic Signal Improvement Program	-	1,200,000	-	-	-	-	-	-	1,200,000
I-3	asbd16	ITS Dynamic Message Sign Program	270,000	-	-	-	-	-	-	-	270,000
I-4	gcbd09	Street Lighting Improvement Program	-	300,000	-	-	-	-	-	-	300,000
I-5	CP0611	Harvey Rd NE/8th St NE Intersection Improvements	-	-	243,560	-	-	-	-	-	243,560
I-6	TBD	Auburn Way S/17th Street SE Intersection Improvements	-	-	100,000	-	-	-	-	-	100,000
I-8	TBD	C St NW and 3rd St NW Intersection Improvements	1,810,000	-	70,000	-	-	-	-	-	1,880,000
I-10	CP2308	R Street SE/21st Street SE Roundabout	-	-	-	-	-	-	-	-	-
I-11	TBD	Lake Tapps Parkway Lighting	-	-	-	-	-	1,100,000	-	-	1,100,000
I-12	CP2319	Lea Hill Road/104th Avenue SE Roundabout	500,000	-	2,532,940	-	-	2,138,000	-	-	5,170,940
I-13	TBD	S 321st Street/46th Place S Roundabout	-	-	850,000	-	-	-	-	250,000	1,100,000
I-16	CP2506	SE 304th Street/116th Avenue SE Roundabout	-	-	1,862,500	-	-	-	-	1,262,500	3,125,000
Subtotal (Intersection, Signal, and ITS Projects)			**2,930,000**	**1,500,000**	**5,659,000**	**-**	**-**	**3,238,000**	**-**	**1,512,500**	**14,839,500**
Non-Motorized and Transit Projects											
N-1	asbd08	Active Transportation Mode Shift Program	-	-	400,000	-	-	-	-	-	400,000
N-2	gcbd01	Active Transportation - Safety, ADA, & Repair Prgm.	600,000	1,395,000	-	-	-	-	-	300,000	2,295,000
N-3	TBD	Downtown Bike to Transit (10th St NE/NW)	-	-	-	-	-	1,482,000	-	-	1,482,000
N-4	N/A	Transit Partnership Routes Program	1,200,000	-	-	-	-	-	-	-	1,200,000
N-5	TBD	1st St NE/NW & Division St Pedestrian Improvements	-	105,000	-	-	-	420,000	-	-	525,000
Subtotal (Non-Motorized and Transit Projects)			**1,800,000**	**1,500,000**	**400,000**	**-**	**-**	**1,902,000**	**-**	**300,000**	**5,902,000**
Preservation Projects											
P-1	spbd01	Arterial Preservation Program	4,895,000	-	-	-	8,036,000	-	5,599,000	-	18,530,000
P-3	TBD	Bridge Preservation Program	900,000	-	-	-	-	-	-	-	900,000
P-6	TBD	Lake Tapps Pkwy SE Preservation (Sumner Tapps to 182nd)	835,000	-	-	-	-	792,406	-	-	1,627,406
P-7	cp2425	C St SW Preservation (GSA Signal to Ellingson Rd)	-	-	-	-	865,000	865,000	-	-	1,730,000
P-8	TBD	A Street SE Preservation (17th St SE to 37th St SE)	470,000	-	-	-	965,000	965,000	-	-	2,400,000
P-11	TBD	West Valley Highway/15th Street SW Preservation	-	-	-	-	1,850,000	-	1,150,000	-	3,000,000
N/A	**N/A**	**Arterial Preservation Program Subtotal****	**7,100,000**	**-**	**-**	**-**	**11,716,000**	**2,622,406**	**6,749,000**	**-**	**28,187,406**
P-2	sobd02	Local Street Preservation Program	6,200,000	-	-	-	-	-	-	-	6,200,000
P-5	TBD	2027 Local Street Preservation Project	3,300,000	-	-	-	-	-	-	-	3,300,000
P-9	CP2418	2026 Local Street Preservation Project	2,200,000	-	-	-	-	-	-	-	2,200,000
N/A	**N/A**	**Local Streets Preservation Program Subtotal**	**11,700,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**11,700,000**
P-4	TBD	Annual Channelization and Pavement Markings	1,200,000	-	-	-	-	-	-	-	1,200,000
Subtotal (Preservation Projects)			**20,000,000**	**-**	**-**	**-**	**11,716,000**	**2,622,406**	**6,749,000**	**-**	**41,087,406**
Roadway Projects											
R-1	gcbd06	Neighborhood Traffic Safety Program	-	1,500,000	-	-	-	-	-	-	1,500,000
R-3	c201a0	M Street Underpass (3rd St SE to 8th St SE)	-	-	727,404	-	-	-	-	-	727,404
R-6	CP1622	Auburn Way S Widening (Hemlock St SE to Poplar St SE)	-	-	392,879	-	-	-	-	-	392,879
R-7	CP2210	M St NE Widening (E Main St to 4th St NE)	-	-	-	-	400,000	-	1,459,082	-	1,859,082
R-13	CP2116	R Street SE Widening (22nd St SE to 33rd St SE)	2,000,000	-	-	-	1,000,000	-	5,145,000	-	8,145,000
R-26	CP2311	E Valley Highway Widening	-	-	2,200,000	-	-	6,400,000	-	-	8,600,000
Subtotal (Roadway Projects)			**2,000,000**	**1,500,000**	**3,320,283**	**-**	**1,400,000**	**6,400,000**	**6,604,082**	**-**	**21,224,365**
Preliminary Engineering and Miscellaneous Projects											
S-2	CP1821	S 277th St Corridor Improvements	-	-	60,000	-	-	-	-	-	60,000
Subtotal (Preliminary Engineering and Miscellaneous Projects)			**-**	**-**	**60,000**	**-**	**-**	**-**	**-**	**-**	**60,000**
			26,730,000	**4,500,000**	**9,439,283**	**-**	**13,116,000**	**14,162,406**	**13,353,082**	**1,812,500**	**83,113,271**

School Zone Photo Enforcement Funds	**$4,230,000**
***Arterial Preservation Program Funds**	**$29,587,406**

Appendix A

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5836 (Hay)
A Resolution authorizing the Authorized Officer to file a Section 108 Loan Guarantee Application to the US Department of Housing and Urban Development to finance the Auburn Resource Center Project

Meeting Date:
June 16, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5836.)

Department:
Human Services

Attachments:
Resolution No. 5836

Budget Impact:

Administrative Recommendation:
City Council to adopt Resolution No. 5836.

Background for Motion:
The Auburn Resource Center provides a centralized hub where various non-profit organizations come together to offer services ranging from health care and financial assistance to supportive housing, ID/document assistance, and access to substance abuse treatment for individuals. Resolution No. 5838 will provide authority to the Mayor to take action necessary to secure financing to perform the needed modifications of the Resource Center to meet the needs of the community.

Background Summary:
The City of Auburn is requesting a Section 108 Loan in the amount of three million dollars to support the redevelopment and expansion of the City Resource Center located at 2814, 2816, 2818 Auburn Way North, Auburn, WA in the Christopher neighborhood. The facility as it currently exists does not meet the needs of Auburn residents or fulfill the intended purpose of the space. The Auburn Resource Center is the first of its kind in South King County, offering a unique service model. Each week, its doors open to the community, providing a centralized hub where various non-profit organizations come together to offer services ranging from health care and financial assistance to supportive housing, ID/document assistance, and access to substance abuse treatment for individuals.

Located in North Auburn, the Resource Center is easily accessible via a major bus line and is situated in an area with the highest concentration of extremely low-income households. Over 38% of residents in this region fall below the Housing and Urban Development (HUD) median family income limits. The facility is a single-story building with a total gross area of 29,074 sq. ft., located on a 2.63-acre site, with ample parking space.

As part of the redevelopment, the City plans to modify the current space used for the Auburn

Resource Center and Community Court. The improvements will include a conference room, private meeting spaces, a reception area, and upgraded, accessible restrooms for clients. Additionally, the renovation will address plumbing, roof, and fire sprinkler systems, electrical upgrades, interior signage, and the creation of new office spaces. Since the site was originally leased by the City, the interior of the leased space has undergone one upgrade and modernization efforts. However, the City lacks funding for the comprehensive redevelopment that is proposed.

With the Purchase of the Auburn Resource Center, the City is now able to seek a HUD Section 108 Loan to perform the needed reconstruction repairs to the Resource Center and Community Court Space.

Councilmember: Yolanda Trout-Manuel **Staff:** Kent Hay

RESOLUTION NO. 5836

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE AUTHORIZED OFFICER TO FILE A SECTION 108 LOAN GUARANTEE APPLICATION TO THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO FINANCE THE AUBURN RESOURCE CENTER PROJECT

WHEREAS, the Congress of the United States has enacted, and the President of the United States has signed into law on August 22, 1974, Public Law 93-383, the "Housing and Community Development Act of 1974"; and

WHEREAS Section 108 is the loan guarantee component of the Community Development Block Grant (CDBG) Program. Section 108 provides communities with a source of financing for economic development, housing rehabilitation, public facilities, and large-scale physical development projects.

WHEREAS the primary objective of this program is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income; and

WHEREAS it is the intention of Congress that the federal assistance made available under this program not be utilized to reduce substantially the amount of local financial support for community development activities below the level of such support prior to availability of assistance hereunder; and

WHEREAS it is necessary and in the public interest that the City of Auburn, Washington avail itself of the financial assistance provided by Title I of the Housing and

Community Development Act of 1974, as amended, to commence a Community Development Program within the City of Auburn; and

WHEREAS, documentation of public benefit shall be maintained by the City of Auburn, Washington in accordance with 24 CFR 570.209(d) and the City with all information necessary to document the public benefit; and

WHEREAS, the City will be required under the loan contract to fully repay, with interest, the Section 108 loan by pledging its future allocations of Community Development Block Grant (CDBG) funds pursuant to 24 CFR 570.705(b)(2), as security for HUD's guarantee of the loan funds as well as an established debt reserve account; and

NOW, THEREFORE, BE IT RESOLVED, the Mayor and City Council of the City of Auburn, Washington that;

Section 1. The City Council authorizes and approves the negotiation and execution of the HUD Section 108 Loan. The Mayor is designated as the "Authorized Officer." The Mayor is directed to take all actions necessary or desirable to complete the HUD Section 108 Loan financing in accordance with provisions of this resolution.

Section 2. The Council authorizes and approves the issuance by the City of up to a $3,000,000 Variable/Fixed Rate Note ("Note") to the registered holder of the Note. The Authorized Officer is authorized to execute and deliver the Note, and other necessary documents as defined by HUD, with such changes, insertions, deletions, or modifications as may be necessary to obtain the guarantee financing under the HUD Section 108 Loan. The actual principal amount of the Note and the interest on the Note shall be: (i) secured solely by, and payable solely from, the security described in the Note, and the contract relating to the Note; and (ii) payable in the manner provided in the Note. The Authorized Officer is authorized to execute and deliver the Note, with such changes, insertions, deletions, or modification as may be necessary to obtain the guaranteed financing under the HUD Section 108 Loan. The execution of the Note is conclusive evidence the City Council approved the Note.

Section 3. The City Council authorizes and approves the Authorized Officer to execute and deliver documents not mentioned in this Resolution if these documents are needed to complete the issuance and delivery of the Note, including any document required to complete the conversion of the Note in accordance with the terms of the Note and the Contract, its execution and delivery.

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

Dated and Signed: ______________________________

CITY OF AUBURN

____
NANCY BACKUS, MAYOR

ATTEST:

____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

____
Jason Whalen, City Attorney

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5837 (Krueger)
A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the State of Washington Department of Commerce to accept and expend a direct appropriation for development of a new Park in Downtown Auburn

Meeting Date:
June 16, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5837.)

Department:	**Attachments:**	**Budget Impact:**
Parks, Arts & Recreation	Resolution No. 5837, Resolution No. 5837 Exhibit A	+$250,060

Administrative Recommendation:
City Council to adopt Resolution No. 5837.

Background for Motion:
Resolution No. 5837 would authorize the Mayor to sign a contract with the Department of Commerce for $250,060.00 to go toward construction of the new Downtown Park next to the Theater.

Background Summary:
The City requested an appropriation from the 2024 Washington State Supplemental State Capital Budget and was granted $250,060.00 to aid in the design and construction of a new Downtown Park. The site of this park, 125 E Main St., is adjacent to the site of the Auburn Ave Theater. The property was purchased with Grant Funds from the King County Conservation Futures Tax Levy in 2024.

Approval of this Resolution would authorize the Mayor to sign the contract to accept the grant.

Councilmember: Tracy Taylor **Staff:** Julie Krueger

RESOLUTION NO. 5837

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 STATE OF WASHINGTON DEPARTMENT OF COMMERCE TO ACCEPT AND EXPEND A DIRECT APPROPRIATION FOR DEVELOPMENT OF A NEW PARK IN DOWNTOWN AUBURN

WHEREAS, the City purchased a building adjacent to the site of the Auburn Ave Theater in late 2024 in order to demolish the building and construct a new downtown park; and

WHEREAS, the 2024 Washington State Supplemental State Capital Budget included an appropriation of $250,260 to the City of Auburn for construction of this park; and

WHEREAS, the State of Washington Department of Commerce will administer this grant; and

WHEREAS, to receive these funds, the City must execute a grant agreement with the State of Washington Department of Commerce.

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 and State of Washington Department of Commerce for grant funds in the amount of $250,260, which agreement will be in substantial conformity with the agreement attached hereto 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

EXHIBIT A

Grant to
City of Auburn

through

The Local Community Projects Program

For
Auburn Downtown Plaza Design/Development

Table of Contents

FACE SHEET

Grant Agreement Number: 25-96647-009
Project Name: Auburn Downtown Plaza Design/Development

Washington State Department of Commerce
Local Government Division
Local Community Projects

<table>
<tr><td colspan="2">1. GRANTEE
CITY OF AUBURN
25 WEST MAIN ST
AUBURN, WA 98001-4916</td><td colspan="2">2. GRANTEE Doing Business As (optional)</td></tr>
<tr><td colspan="2">3. GRANTEE Representative
Thaniel Gouk
Parks Planning and Development Manager
(253) 326-1019
tgouk@auburnwa.gov</td><td>4. COMMERCE Representative
Michael Cady
Program Manager
(360) 628-7076
michael.cady@commerce.wa.gov</td><td>P.O. Box 42525
1011 Plum Street SE
Olympia, WA 98504-2525</td></tr>
<tr><td>5. Grant Amount
$250,260.00</td><td>6. Funding Source
Federal: ☐ State: ☒ Other: ☐ N/A: ☐</td><td>7. Start Date
Upon Final Signature</td><td>8. End Date
June 30, 2025, if funds are not reappropriated; June 30, 2027, contingent on reappropriation.</td></tr>
<tr><td colspan="2">9. Federal Funds (as applicable)
N/A</td><td>Federal Agency
N/A</td><td>CFDA Number
N/A</td></tr>
<tr><td>10. Tax ID #
91-6001228</td><td>11. SWV #
SWV0002069-00</td><td>12. UBI #
171-000-010</td><td>13. UEI #
N/A</td></tr>
<tr><td colspan="4">14. Grant Purpose
The purpose of this performance-based Grant Agreement is to provide funding for design and construction of a community plaza, as described in Attachment A – Scope of Work.</td></tr>
<tr><td colspan="4">COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment A – Scope of Work, Attachment B – Budget, Attachment C – Certification of Availability of Funds to Complete the Project, Attachment D – Certification of the Payment and Reporting of Prevailing Wages, and Attachment E – Certification of Intent to Enter LEED Process, application as submitted for grant funding, applicable Local Community Projects Program Notice of Funding Availability, and applicable Local Community Projects Program Guidelines (as they may be revised from time to time).</td></tr>
<tr><td colspan="2">FOR GRANTEE

____
Nancy Backus,
Mayor

____
Date</td><td colspan="2">FOR COMMERCE

____
Mark K. Barkley, Assistant Director
Local Government Division

____
Date

<u>APPROVED AS TO FORM</u>

<u>Lisa Koperski, Assistant Attorney General</u>
Date: 7/22/2024</td></tr>
</table>

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

THIS GRANT AGREEMENT, entered into by and between the CITY OF AUBURN, a unit of local government, and WASHINGTON STATE DEPARTMENT OF COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050(5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2023, Chapter 474, made an appropriation to support the 2025 Local and Community Projects Program, which was amended in the Laws of 2024, Chapter 375, Section 1018, and directed COMMERCE to administer those funds; and7

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction and equipment, or rehabilitation activities of the Project.

GRANTEE and COMMERCE are individually a “party” and, collectively, the “parties.”

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

GRANT MANAGEMENT

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

COMPENSATION

COMMERCE shall pay an amount not to exceed $250,260.00 for the capital costs necessary for or incidental to the performance of work as set forth in Attachment A (Scope of Work).

CERTIFICATION OF FUNDS
PERFORMANCE MEASURES

A. The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT). Such non-state sources may consist of a combination of any of the following:

- **i.** Eligible Project expenditures prior to the execution of this Grant Agreement.
- **ii.** Cash dedicated to the Project.
- **iii.** Funds available through a letter of credit or other binding loan commitment(s).
- **iv.** Pledges from foundations or corporations.
- **v.** Pledges from individual donors.

vi. The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.

vii. In-kind contributions, subject to COMMERCE'S approval.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources and shall make such records available for COMMERCE's review upon reasonable request.

STATE PUBLIC WORKS

For work done at the cost of the State, GRANTEE must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the State and local building codes, as applicable. If GRANTEE has questions about compliance, GRANTEE will need to visit the Washington State Department of Labor & Industries Public Works Projects website for more information.

SITE CONTROL

GRANTEES who receive grants for construction, purchase or renovation of facilities must provide written evidence of and maintain site control, either through outright ownership of the subject property or a long-term lease, for a minimum of 10 years after the later of: (1) final grant payment; or (2) the date when the facility is made usable to the public for the purpose intended by the Washington State Legislature, including GRANTEE having secured all required licenses, certifications, and/or permits. GRANTEES must provide written evidence of continuing site control as may be requested by COMMERCE.

DOCUMENTATION AND SECURITY

The provisions of this Section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over $250,000 in State funds. The provisions may also apply to Tribes, depending on the location of the Project. Additionally, COMMERCE reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this Section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this Section.

A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.

B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of ten years following the later of: (1) final payment of state funds to the GRANTEE under this Grant Agreement; or (2) the date when:

- **i.** the facility improved or acquired with grant funds; or
- **ii.** a distinct phase of the Project

is made useable to the public for the purpose intended by the Washington State Legislature (the Commitment Period). Upon satisfaction of the Commitment Period term requirement and all other Grant Agreement terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

D. Covenant. If the Project will be partially funded by a loan and the term of said loan is less than the Commitment Period as defined in Special Terms and Conditions Section 6(B), COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this Grant Agreement for at least the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.

F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property

BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement under this Grant Agreement as follows:

A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or a current property tax statement.

B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the GRANTEE shall be made on a reimbursement basis only. The GRANTEE may be reimbursed, at the rate set forth elsewhere in this Grant Agreement, for work associated with the Project expenditures Unless authorized by the Washington State Legislature, only those Project costs incurred after the date of execution, may be reimbursed. Reimbursable cost are determined by the Scope of Work, Attachment A. Generally costs within the following cost categories are considered capital expenditures:

A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;

B. Design, engineering, architectural, and planning;

C. Construction management and observation (from external sources only);
D. Construction costs including, but not limited to, the following:
   i. Site preparation and improvements;
   ii. Permits and fees;
   iii. Labor and materials;
   iv. Taxes on Project goods and services;
   v. Capitalized equipment;
   vi. Information technology infrastructure; and
   vii. Landscaping.
E. Other costs authorized through the legislation.

BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for up to 100% of each invoice for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period. The GRANTEE must submit all Invoice Vouchers and any required documentation electronically. Submissions shall be in accordance with directions provided by COMMERCE. Funds are reimbursement based and cannot be advanced under any circumstance. Disbursements of funds for invoices due and payable within 30 days are not considered advanced payments.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from subgrantees/subcontractors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed at the time the voucher is submitted or within 30 calendar days of Commerce's disbursement of payment. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted or within 30 calendar days thereafter.

The voucher must be certified (i.e., signed) by an official of the GRANTEE with authority to bind the GRANTEE. The voucher shall be submitted to COMMERCE within 60 calendar days following the completion of work or other termination of this Grant Agreement, or within 15 calendar days following the end of the State biennium unless Grant Agreement funds are re-appropriated by the Washington State Legislature in accordance with Special Terms and Conditions Section 18 (Reappropriation).

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another contract or grant agreement, GRANTEE must clearly identify such contracts or grant agreements in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. In the event that the award amount in Special Terms and Conditions Section 2 (Compensation) is expended before construction completion of the Project, as identified in Attachment A (Scope of Work), the GRANTEE agrees to continue providing complete Project Status Report updates to their COMMERCE Representative annually or upon request.

COMMERCE will pay GRANTEE upon receipt and approval of properly completed invoices and supporting documentation, which shall be submitted to the Representative for COMMERCE not more often than monthly. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. Payment shall be considered timely if made by COMMERCE within 30 calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

Notwithstanding the foregoing, COMMERCE may, in its sole discretion, holdback up to the final 10% of grant funds until the Project is complete and the facility has been issued a Certificate of Occupancy from the appropriate local permitting entity, or for projects without occupiable space, when comparable evidence of Project completion is submitted by GRANTEE. The Certificate of Occupancy /evidence of completion should be submitted with GRANTEE's final request for reimbursement.

CLOSEOUT CERTIFICATION

The GRANTEE shall complete and submit a Closeout Certification Form when:

A. All activities identified in the Scope of Work shown on Attachment A are complete and the Project is useable to the public for the purpose intended by the Washington State Legislature, or

B. When final payment is made and GRANTEE has certified that the Project will be completed and the public benefit described will be maintained for the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

Notwithstanding anything in A. or B. above, the right of COMMERCE to recapture funds or seek other remedies for failure to make the Project usable to the public shall survive the closeout or termination of this Grant Agreement.

COMMERCE reserves the right to request additional information related to the Project.

INSURANCE

A. Insurance Requirements for Reimbursable Activities

The GRANTEE must have insurance coverage that is substantially similar to the coverage described in Section 12B below. for all periods in which GRANTEE performed work for which it will seek reimbursement. The intent of the required insurance is to protect the State of Washington should there be any Claims, suits, actions, costs, damages or expenses arising from any loss or negligent or intentional act or omission of the GRANTEE or subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

B. Additional Insurance Requirements During the Term of the Grant Agreement

i. The GRANTEE shall provide proof to COMMERCE of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:

a. **Commercial General Liability Insurance Policy**. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this Grant Agreement but in no less than $1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of or related to subgrants/subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). This insurance must be maintained throughout the term of the Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

b. Property Insurance. The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

1. Loss or damage by fire and such other risks;
2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.

This property insurance coverage must be maintained in full force and effect throughout the term of this Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

c. Professional Liability, Errors, and Omissions Insurance. If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than $1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The State of Washington, the Department of Commerce, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). GRANTEE shall require that any subgrantees/subcontractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.

d. Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:

1. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be $2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the State of Washington, the Department of Commerce, its agents, officers, and employees as beneficiary.
2. Subgrantees/subcontractors that receive $10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent (if any) as beneficiary.
3. Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant Agreement until GRANTEE has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of COMMERCE's receipt of the Closeout Certification Form.

ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name "the State of Washington the Department of Commerce, its agents, officers, and employees" as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE 30 calendar days' advance notice of any insurance cancellation or modification.

iii. The GRANTEE shall submit to COMMERCE within 15 calendar days of the Grant Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided 30 days' advance written notice of cancellation. During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, GRANTEE shall provide copies of insurance instruments or certifications at COMMERCE's request and until six month after COMMERCE has received a Closeout Certification Form from GRANTEE. Copies of such insurance instruments and certifications will be provided within 15 calendar days of COMMERCE's request unless otherwise agreed to by the parties.

iv. GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate Claim liability information reported on the balance sheet. The State of Washington, the Department of Commerce, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant Agreement.

ORDER OF PRECEDENCE

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

1) Applicable federal and State of Washington statutes and regulations
2) Special Terms and Conditions
3) General Terms and Conditions
4) Attachment A – Scope of Work
5) Attachment B – Project Budget
6) Attachment C – Certification of the Availability of Funds to Complete the Project
7) Attachment D – Certification of the Payment and Reporting of Prevailing Wages
8) Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process
9) Application as submitted by the GRANTEE for funding
10) Notice of Funding Availability
11) Program Guidelines, as revised. GRANTEE acknowledges that the Program Guidelines may be revised by COMMERCE from time to time and agrees that the most recent version of the Guidelines shall be applicable. COMMERCE will post notice on its website https://www.commerce.wa.gov/building-infrastructure/capital-facilities/ drawing attention to the sections of the Guidelines that have been revised.

REDUCTION IN FUNDS

In the event that funds appropriated for the Project contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, the parties understand and agree that COMMERCE may suspend, amend, or terminate the Grant Agreement to abide by the revised funding limitations. The parties understand and agree that GRANTEE shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE and shall meet and renegotiate the Grant Agreement accordingly.

REAPPROPRIATION

A. The parties hereto understand and agree that any State funds not expended by the End Date listed on the Face Sheet will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.

B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; **provided, however, that** COMMERCE may be granted a security interest in real property to secure funds awarded under this Grant Agreement. This provision does not extend to Claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved using state funds under this Grant Agreement shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for the Commitment Period as defined in Special Terms and Conditions Section 6(B).

B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this Section; **provided, however, that** any such sale shall be subject to prior review and approval by COMMERCE and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.

C. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

A. The GRANTEE understands and agrees that any and all real property or facilities leased by the GRANTEE that are constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

B. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

MODIFICATION TO THE PROJECT BUDGET

A. Notwithstanding any other provision of this Grant Agreement, the GRANTEE may, at its discretion, make modifications to line items in Attachment B (Project Budget) that will not increase the line item by more than 15%.

B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in Attachment B (Project Budget) that would increase the line item by more than 15%. Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Grant Agreement that would cause one or more budget line items to exceed the 15% threshold increase described above.

C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this Grant Agreement will retain and make any and all documents related to such budget modifications a part of their respective Grant Agreement file.

D. Nothing in this Section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Special Terms and Conditions Section 2 (Compensation) of this Grant Agreement.

SIGNAGE, MARKERS AND PUBLICATIONS

A. Taxpayers of Washington State as participant in funding Project
If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify “The Taxpayers of Washington State” as a participant.

B. Ensure coordinated Climate Commitment Act branding.
If Climate Commitment Act funding is involved in this Grant Agreement, then the following provisions apply to GRANTEE and its subgrantees/subcontractors including, without limitation, any and all contractors, subgrantees/subcontractors, service providers, and others who assist GRANTEE in implementing the Project in order to strengthen public awareness of how CCA funding is used and to ensure consistent branding and funding acknowledgments:

i. Funding source acknowledgement. - The GRANTEE must display or circulate in any and all communications including, without limitation, on websites and in announcements, press releases, and publications used for media-related activities, publicity, and public outreach that: “The is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

ii. Include the “Climate Commitment Act” logo at climate.wa.gov/brandtoolkit, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit for:
   a. any Project website or webpage that includes logos from other funding partners; and/or
   b. any Project media or public information materials that include logos from other funding partners; and/or
   c. On-site signage, to the extent possible. By way of example only, this means that for consumer-related projects or programs, a decal may be placed on front of installed heat pump or a logo printed on a delivery tag.

iii. The GRANTEE is responsible for ensuring that its subgrantees/subcontractors comply with Section 19(B).

HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor’s Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the Project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor’s Executive Order 21-02 as applicable, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the State's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subgrants/subcontracts for work or services related to the Project described in Attachment A (Scope of Work).

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records, RCW 27.53 regarding Archaeological Sites and Resources, RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves, and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Project described in Attachment A (Scope of Work), the GRANTEE may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

FRAUD AND OTHER LOSS REPORTING

GRANTEE shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Grant Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE may notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

General Terms and Conditions Section 16 (Copyright Provisions) are not intended to apply to any architectural and engineering design work funded by this Grant Agreement.

TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. General Terms and Conditions Section 47 (Treatment of Assets) is superseded by this provision.

GENERAL TERMS AND CONDITIONS

GENERAL GRANT
STATE FUNDS

DEFINITIONS

As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

A. “Authorized Representative” shall mean the Director and/or the designee authorized in writing to act on the Director’s behalf.
B. “Claim” shall mean any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), and attorneys’ fees and costs.
C. “COMMERCE” shall mean the Washington State Department of Commerce.
D. “Grant Agreement” shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.
E. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement and shall include all employees and agents of the GRANTEE.
F. “Personal Information” shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use, or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
G. ”State” shall mean the State of Washington.
H. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate subcontract or subgrant with the GRANTEE. The term “subgrantee/subcontractor” refers to any tier.

ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant Agreement to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE’s reports, including computer models and the methodology for those models.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant Agreement shall be made by COMMERCE.

ALL WRITINGS CONTAINED HEREIN

This Grant Agreement contains all the terms and conditions agreed upon by the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

ALLOWABLE COSTS

Costs allowable under this Grant Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Agreement Award or Amendment Face Sheet.

AMENDMENTS

This Grant Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT

Neither this Grant Agreement nor any Claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant Agreement, in the event of litigation or other action brought to enforce Grant Agreement terms, each party agrees to bear its own attorneys' fees and costs.

AUDIT

A. <u>General Requirements</u>

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services and provide documentation of the audit to COMMERCE based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees/subcontractors also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within 30 calendar days of the date of request.

B. <u>State Funds Requirements</u>

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a qualified certified public accountant.

The GRANTEE shall include the above audit requirements in any and all subgrants or subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE at any time during the Commitment Period as defined in Special Terms and Conditions Section 6(B).

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than 9 months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to comacctoffice@commerce.wa.gov or a hard copy to:

Washington State Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia. WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

i. Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE; and
ii. Copy of the Management Letter.

If the GRANTEE is required to obtain a single audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts and grant agreements executed between GRANTEE and the State of Washington. A breach of any other contract or grant agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's sole discretion, be deemed a breach of this Grant Agreement.

CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this Section includes:

i. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE; and

ii. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
iii. All Personal Information in the possession of the GRANTEE that may not be disclosed under state or federal law.

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any related state or federal laws. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within 5 working days of GRANTEE's discovery of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

CONFORMANCE

If any provision of this Grant 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.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The GRANTEE and all subgrantees/subcontractors (if any) must identify any person employed in any capacity by the State of Washington that worked on this Grant Agreement, or any matter related to the Project funded under this Grant Agreement or any other state funded project, including, but not limited to, formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant Agreement. Any person identified by the GRANTEE and their subgrantees/subcontractors (if any) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in Section 18 General Terms and Conditions (Disputes) of this Grant Agreement.

COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event that the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, and register as well as the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

DISALLOWED COSTS

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

DISPUTES

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- **i.** be in writing;
- **ii.** state the disputed issues;
- **iii.** state the relative positions of the parties;
- **iv.** state the GRANTEE's name, address, and Grant Agreement number; and
- **v.** be mailed to the Director and the other party's (respondent's) Grant Agreement Representative within 3 working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within 5 working days.

The Director or designee shall review the written statements and reply in writing to both parties within 10 working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other grant, subgrant/subcontract, contract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this Grant Agreement does not duplicate any work to be charged against any other grant, subgrant/subcontract, contract, or agreement.

GOVERNING LAW AND VENUE

This Grant Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought shall be in the Superior Court for Thurston County.

INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the State of Washington, COMMERCE, agencies of the State, and all officials, agents, employees, and representatives of the State, from and against all Claims for injuries or death arising out of or resulting from the performance of the Grant Agreement.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any Claim by any and all of GRANTEE'S agents, employees, representatives, and/or subgrantee(s)/subcontractor(s) (and their agents, employees, and representatives, to the extent that GRANTEE is using any subgrantee/subcontractor for the Project).

The GRANTEE'S obligations shall not include such Claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and/or employees. If the Claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents, and/or employees and (b) the GRANTEE, its subgrantees/subcontractors, agents, and/or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE (and/or its subgrantees/subcontractors) and their agents, officers, representatives, and/or employees.

The GRANTEE waives its immunity under RCW 51 to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officers, agents, and/or employees.

INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The GRANTEE and its employees, officers, representatives, and/or agents performing under this Grant Agreement are not employees or agents of the State of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege, or benefit which would accrue to such officer or employee under law. Conduct and control of the work associated with the Project will be solely with the GRANTEE.

INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of RCW 51 (Industrial Insurance). If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement and transmit the deducted amount to the Department of Labor and Industries (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

LAWS

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

LICENSING, ACCREDITATION, AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this Grant Agreement.

LIMITATION OF AUTHORITY

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

LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, GRANTEE shall participate in local public transportation forums and implement strategies designed to ensure access to services.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

A. During the performance of this Grant Agreement, the GRANTEE, including any subgrantee/subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies including, but not be limited to, not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subgrantee/subcontractor, has a collective bargaining or other agreement. The funds provided under this Grant Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subgrantee/subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subgrantee/subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subgrantee/subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subgrantee/subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subgrantee/subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subgrantee/subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

B. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels; and/or

ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential; and/or

iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise Services determines that the GRANTEE is not in compliance with this Section.

POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the Campaign Disclosure and Contribution provisions of RCW 42.17a and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

PREVAILING WAGE LAW

The GRANTEE certifies that all subgrantees/subcontractors performing work on the Project shall comply with State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this Grant Agreement, including, but not limited to, the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The

GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request. The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant Agreement **provided, however, that** reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Project costs.

PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the State of Washington or COMMERCE's name is mentioned, or language used from which the connection with the State of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

RECAPTURE

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state or federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance (which may include all funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility) in addition to any other remedies available at law or in equity.

COMMERCE's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this Grant Agreement.

Repayment by the GRANTEE of funds under this Section shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant Agreement.

RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data, and other evidence relating to this Grant Agreement and performance of the services described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant Agreement.

GRANTEE shall retain such records for a period of 6 years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review, or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, Claim, or audit is started before the expiration of the 6 year period, the records shall be retained until all litigation, Claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE AND SECRETARY OF STATE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue and current with all required filings. Nonprofit and for-profit businesses must also be registered with the Washington Secretary of State.

RIGHT OF INSPECTION

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant Agreement. At no additional cost, the GRANTEE shall also provide any documents related to this Grant Agreement to COMMERCE upon request to assist COMMERCE in the periodic monitoring of this Grant Agreement.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, COMMERCE may terminate the Grant Agreement under the "Termination for Convenience" clause, without the 10 calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

SEVERABILITY

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

SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, and/or subgrantees/subcontractors shall conform in all respects with physical, fire, and other security policies or regulations.

SUBGRANTING/SUBCONTRACTING

A. GRANTEE must execute binding agreements with all subgrantees/subcontractors that will perform work under this Grant Agreement.

B. GRANTEE must ensure that any and all subgrantees/subcontractors that perform work related to this Project are duly authorized and licensed in Washington State to perform the work contemplated by this Grant Agreement.

C. Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work associated with the Project contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include grants of employment between the GRANTEE and personnel assigned to perform work associated with the Project under this Grant Agreement.

D. Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Grant Agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for Claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

E. Data Collection - GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant Agreement performed by subgrantees/subcontractors and the portion of grant funds expended for work performed by subgrantees/subcontractors, including, but not necessarily limited to, minority-owned, woman-owned, and veteran-owned business subcontractors. "Subgrantees/subcontractors" shall mean subgrantees/subcontractors of any tier.

SURVIVAL

The terms, conditions, and warranties contained in this Grant Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Grant Agreement shall so survive including, without limitation, any Recapture provision in this Grant Agreement.

TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, and/or any other taxes, insurance, or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant Agreement in a timely manner, COMMERCE has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement (e.g., cost of the competitive bidding, mailing, advertising and staff time).

COMMERCE reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" under General Terms and Conditions Section 45 (Termination for Convenience) if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant Agreement, COMMERCE may, by 10 business days written notice, beginning on the second day after the mailing, terminate this Grant Agreement, in whole or in part. If this Grant Agreement is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES

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

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

The rights and remedies of COMMERCE provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the GRANTEE shall:

1) Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
2) Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
3) Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all Claims arising out of the termination of such orders and subgrants/subcontracts;
4) Settle all outstanding liabilities and all Claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5) Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;
6) Complete performance of such part of the work associated with the Project as shall not have been terminated by the Authorized Representative; and
7) Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant Agreement, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant Agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant Agreement, or (ii) commencement of use of such property in the performance of this Grant Agreement, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant Agreement.
B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

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 Grant Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant shall be used by the City of Auburn for design and construction of a community plaza for Auburn Downtown Plaza Design/Development located at 15 East Main Street, Auburn, WA 98002 (Project).

This Project will include, but not be limited to, design, architecture, engineering, permits, bid documents, and construction of a community plaza and pedestrian connector including open/green spaces, seating, and pedestrian amenities.

This Project will serve as a benefit to the public by providing a gathering and event space in downtown Auburn for residents and visitors. Recent downtown development activity has brought hundreds of new citizens to the downtown Auburn core including two recent mixed-use developments which house 500 residents within one block of the proposed plaza. The plaza is in a central downtown location and will serve as a pedestrian connector between the recently opened Postmark Center for the Arts, the to-be-constructed Auburn Theater, and Auburn's Main Street.

This Project is anticipated to be completed by August 31, 2025.

Costs related to the work associated with the Project will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

____
GRANTEE

____
TITLE

____
DATE

ATTACHMENT B - PROJECT BUDGET

Line Item	**Funding Amount**
Architecture & Engineering	$40,000.00
Construction	$410,260.00
Total Project Budget	$450,260.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

____
GRANTEE

____
TITLE

____
DATE

Attachment C - Certification of the Availability of Funds to Complete the Project

Non-State Fund Sources	Amount	
Local Park Impact Fees	$200,000.00	
Total Non-State Funds	**$200,000.00**	
State Funds	Amount	
State Capital Budget	$250,260.00	
Total Non-State and State Sources	**$450,260.00**	
Holdback:	**0%**	**$0.00**
Project Reimbursement Rate	**100%**	

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that Project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project and shall make such records available for COMMERCE's review upon reasonable request.

GRANTEE

TITLE

DATE

ATTACHMENT D - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subgrantees/subcontractors performing work on the Project shall comply with prevailing wage laws set forth in RCW 39.12, as applicable on the date the Project appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

____
GRANTEE

____
TITLE

____
DATE

ATTACHMENT E - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

NOT APPLICABLE

____
GRANTEE

____
TITLE

____
DATE

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5838 (Gaub)
A Resolution authorizing the Mayor to execute and administer an agreement accepting a grant from the Federal Highway Administration relating to Project No. CP2505, Lake Tapps Parkway Street Lighting

Meeting Date:
June 16, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5838.)

Department:
Public Works

Attachments:
Resolution No. 5838, Project Vicinity Map

Budget Impact:

Administrative Recommendation:
City Council to adopt Resolution No. 5838.

Background for Motion:
This Resolution authorizes an agreement to accept and utilize Federal Highway Administration (FHWA) grant funds in the amount of $1,300,000 for Project No. CP2505, Lake Tapps Parkway Street Lighting, which will install a new street lighting system where no lighting currently exists between Sumner Tapps Hwy and 182nd Ave E.

Background Summary:
Resolution No. 5838 authorizes the Mayor to enter into an agreement to accept and utilize FHWA grant funds in the amount of $1,300,000 for Project No. CP2505, Lake Tapps Parkway Street Lighting. This project will install a new street lighting system where no lighting currently exists along Lake Tapps Parkway between Sumner Tapps Hwy and 182nd Ave E.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

RESOLUTION NO. 5838

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AND ADMINISTER AN AGREEMENT ACCEPTING A GRANT FROM THE FEDERAL HIGHWAY ADMINISTRATION RELATING TO PROJECT NO. CP2505, LAKE TAPPS PARKWAY STREET LIGHTING

WHEREAS, the City applied for, and has been awarded, a Highway Safety Improvement Program (HSIP) grant in the amount of $1,300,000 to fund the design and construction of Project No. CP2505, Lake Tapps Parkway Street Lighting (“the Project”); and

WHEREAS, the Project is eligible for 100% grant funding and no local funds are anticipated to be required for its completion; and

WHEREAS, Washington State Department of Transportation (WSDOT) is a state agency responsible for the administration of Federal Highway Administration (FHWA) funds for transportation projects; and

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

Section 1. The Mayor is authorized to execute and administer a grant agreement with the Washington State Department of Transportation for a total of $1,300,000 or any other amount authorized by the FHWA and WSDOT for the Project.

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

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

Dated and Signed: ______________________________

CITY OF AUBURN

____
NANCY BACKUS, MAYOR

ATTEST:

____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

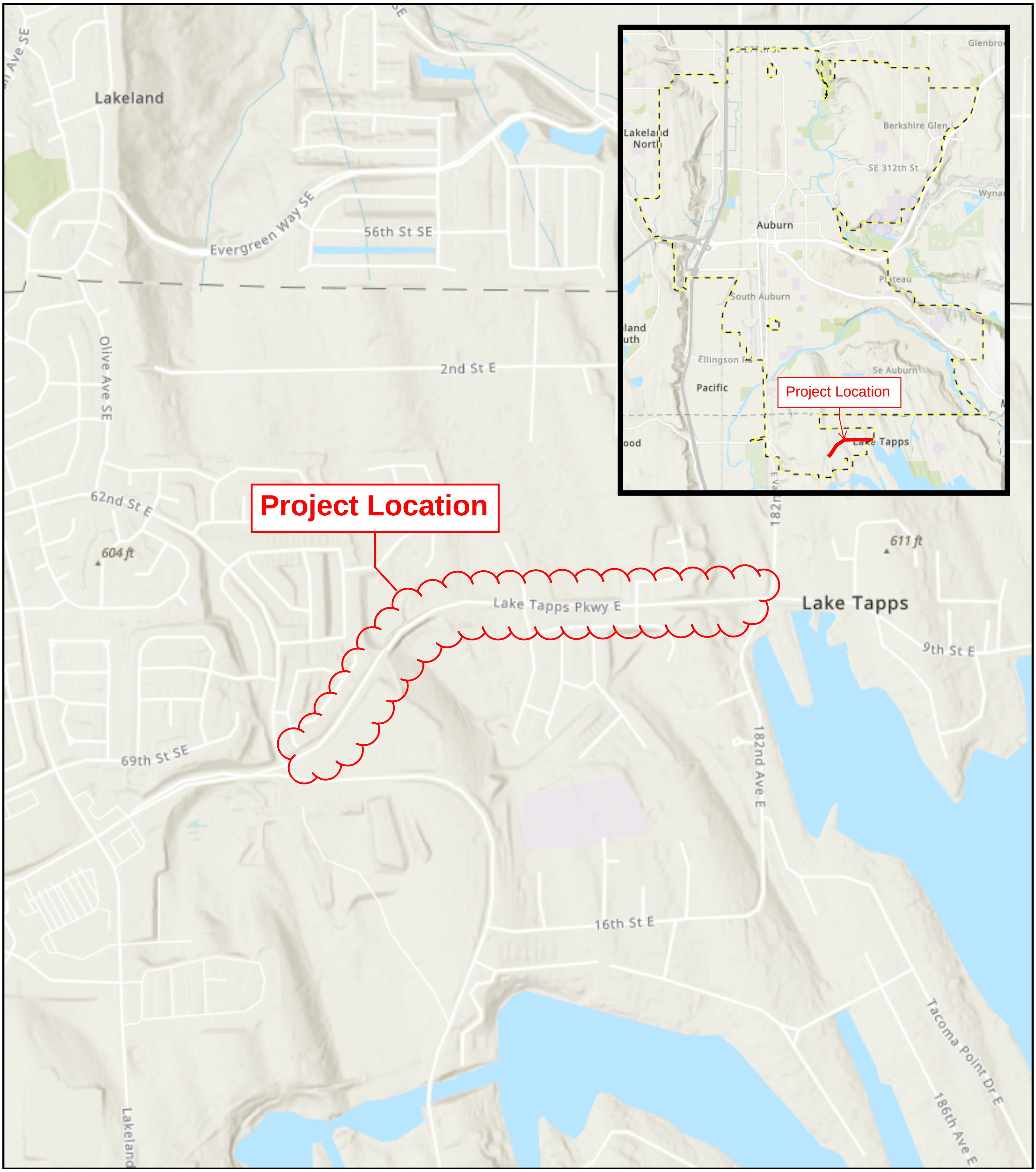
____
Jason Whalen, City Attorney

VICINITY MAP

Project No. 2505, Lake Tapps Parkway Street Lighting

Printed On: 6/5/2025

Map created by City of Auburn eGIS



0 1500 3000 ft

1: 18773

WGS84 Web Mercator (Auxiliary Sphere)

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

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5841 (Krueger)
A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Cascade Bicycle Club to accept and expend grant funds for the operation of City Bicycle Programs

Meeting Date:
June 16, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5841.)

Department:	**Attachments:**	**Budget Impact:**
Parks, Arts & Recreation	Resolution No. 5841	+ $215,000.00

Administrative Recommendation:
City Council to adopt Resolution No. 5841.

Background for Motion:
Resolution No. 5841 would authorize the Mayor to sign a contract with the Cascade Bicycle Club up to $215,000.00 to go toward the continued implementation of Bicycle Education Programs for Auburn Youth.

Background Summary:
The City applied for a grant through Cascade Bicycle Club to teach Bicycle Education to Auburn Youth. The City received this same grant in 2024-2025 and implemented these Programs successfully. The City's application was successful and allows the Program to continue in 2025-2026. The City applied for $215,000.00 however the final funding amount is still in negotiation.

Approval of this Resolution would authorize the Mayor to sign the contract to accept the grant and its final funding amount.

Councilmember: Cheryl Rakes

Staff: Julie Krueger

RESOLUTION NO. 5841

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 CASCADE BICYCLE CLUB TO ACCEPT AND EXPEND GRANT FUNDS FOR THE OPERATION OF CITY BICYCLE PROGRAMS

WHEREAS, The Washington State Department of Transportation (WSDOT) provides grant funding through the Statewide School-Based Bicycle Safety Education Program, which was created by statute in 2022; and

WHEREAS, the purpose of the program is to make elementary and middle school students more confident bicyclists for transportation and/or recreation by developing their bicycle skills and providing them with street safety knowledge; and

WHEREAS, the Cascade Bicycle Club is an organization that works with WSDOT to identify qualified recipients of grant funding through the School-Based Bicycle Safety Education Program and to administer those grants; and

WHEREAS, the Cascade Bicycle Club has awarded the City of Auburn grant funding for middle school programs that teach bike knowledge, bicycle and pedestrian safety, and leadership skills to students from systemically underserved communities.

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 Cascade Bicycle Club to accept Statewide School-Based Bicycle

Safety Education Program 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 enter into additional agreements and 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

EXHIBIT A

CONTRACT BETWEEN

CASCADE BICYCLE CLUB AND

This Contract (the "Contract") is entered into by and between the **PARTNER NAME** ("**ENTER ORG ACRONYM**" or "CONTRACTOR"), a **ENTITY** having its principal place of business at **PARTNER ADDRESS** and the Cascade Bicycle Club ("CBC"), a non-profit organization, having offices at 7787 62nd Ave NE Seattle, WA 98115.

Effective Date: MONTH DAY, **2025**
Contract Amount: **AWARD AMOUNT**
Period of Performance: July 1, **2025 – June 30, 2026.**

1. **PURPOSE.** This Contract's purpose is to provide support for the program described in **Exhibit A** ("Scope of Work (SOW)"). The Contractor will furnish all reports and deliverables as set forth in **Exhibit B** ("Payment Schedule"). All Contract funds, including any interest and other income earned thereon, must be expended exclusively for charitable purposes within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the "Code") and specifically for the purposes stated above. Contract funds may not be expended for any other purpose without CBC's prior written approval.

2. **WSDOT COMPLIANCE.** The Contractor has reviewed the Statewide School-Based Bicycle Safety Education Program (the "Statewide Program") agreement between CBC and the Washington State Department of Transportation (WSDOT). The Contractor acknowledges and agrees to any requirements that may be imposed on CBC and pass through to the Contactor. Any violation by the Contractor of the Statewide Program requirements is a breach of this Contract.

3. **COMPENSATION AND PAYMENT.** CBC is only obligated to reimburse the Contractor for payments approved and reimbursed by WSDOT. It is in CBC's sole discretion to provide funds for anything outside of CBC's reimbursement from WSDOT. As compensation for the Statewide Program's timely completion to CBC's reasonable satisfaction, CBC anticipates paying to the Contractor up to **AWARD AMOUNT**, as laid out in **Exhibit B**. Payments will be made on a reimbursement basis as set forth in **Exhibit A**. CBC may, in its reasonable discretion or at WSDOT's direction, modify payment terms and amounts and CBC will provide 30 days' notice of such changes to the Contractor.

Payments to the Contractor will be made within 30 days of receipt of funding by CBC from WSDOT. The payment of each reimbursement of the fees is further contingent upon (a) the Contractor's progress towards achievement of the Scope of Work's purposes as determined in CBC's reasonable discretion, including timely and thorough completion and submission of any regular reporting required by CBC, (b) compliance with this Contract's terms, (c) CBC's reimbursement by WSDOT of the necessary funds, and (d) there having been no material changes in the Contractor's operations, staffing, tax-exempt status, or funding that would adversely affect the Contractor's ability to carry out or accomplish this Contract's purposes.

4. **EXPENSE REPORTING AND INVOICING**. No amount is due to the Contractor until the Contractor has complied with CBC's Payment Schedule, Budget, and Requirements, attached as **Exhibit B**, and as updated by CBC. CBC shall pay Contractor all undisputed invoices within 30 days after CBC's receipt of funds from WSDOT. CBC may withhold payment for (a) any disputed expense reports or invoices until the dispute is resolved or (b) until

CBC receives the applicable money from WSDOT.

TERM. This Contract is for a 1 year time period (July 1, **2025 - June 30, 2026**). The Contract may be renegotiated for the following year (July 1, 2026 - June 30, 2027) before this Contract ends.

a. **Renewal**. To be considered for renewal for the subsequent period (July 1, 2026 – June 30, 2027), the Contractor must submit a renewal application and updated budget in accordance with CBC's renewal process and timelines. Renewal is not automatic and is contingent on (a) successful implementation of the Scope of Work, (b) continued availability of funds, (c) mutual agreement by the parties, and (d) CBC's review and approval of the Contractor's renewal application. Any extension or renewal must be documented in a written amendment to this Contract, signed by both parties prior to the expiration of the current term.

6. **INDEPENDENT CONTRACTOR**. Nothing herein may at any time be construed so as to create a relationship of employer and employee, partners, principal and agent, or joint venturers between CBC and the Contractor.

7. **PUBLICITY.** The Contractor shall comply with all CBC marketing and intellectual property policies and any other applicable restrictions imposed by CBC, including but not limited to Climate Commitment Act Brand and Style Guidelines; WSDOT's branding and style guidelines; and CBC's branding and style guidelines. The Contractor will acknowledge CBC and WSDOT's support in any public-facing materials relating to the Contract or the activities supported by the Contract in a manner to be approved by CBC in writing in advance of the publication of such materials.

a. The Contractor may report CBC as a funder in its annual report, on its website, and in similar public communications and/or to any regulatory or governmental authority. Likewise, CBC may include the Contractor as a contractor or partner in its annual report, on its website, and in similar public communications and/or to any regulatory or government authority. Any other use by the Contractor of CBC's name and trade names, trademarks, or service marks, and all marketing, advertising or other promotional materials referencing CBC and/or its trade names, trademarks or service marks, is subject to CBC's prior written approval.

b. If CBC receives a request for review and approval from the Contractor, CBC has 10 business days to respond. If no response is provided, then the Contractor's request is automatically approved by CBC.

8. **MONITORING AND EVALUATION.** CBC may monitor and conduct one or more evaluations of the Contractor's activities funded by the Contract. Such monitoring and evaluation may include site visits from CBC personnel, speaking with the Contractor's personnel, or a review of records and materials relating to the Contract activities. The Contractor will cooperate with and agree to provide any information reasonably requested by CBC. If during the Contract's term, the Contractor is audited, the Contractor will provide the audit report to CBC with a detailed plan for remedying any deficiencies observed. The Contractor will promptly notify CBC of: (a) any changes in the Contractor's tax-exempt organization status under Section 501(c)(3) of the Code; (b) any changes in the Contractor's senior management team or key personnel responsible for carrying out the Contract's purposes; or (c) material changes that has or could have a material effect on the Contractor's ability to carry out the Contract's purposes.

9. **RECORDS RETENTION & AUDITS.** For a minimum of 6 years after the Contract's termination or the expenditure of the funds, whichever is later, the Contractor will maintain records of receipts and expenditures of the Contract funds and will make its books and records available to CBC for inspection as

requested. Upon CBC's request, the Contractor will provide to CBC, at the Contractor's expense, a copy of all data, information, and duplicable materials related to the Contract, within 30 days of CBC's request.

10. **AMENDMENT.** CBC retains the right to modify, suspend, or discontinue any payment or to terminate the Contract and discontinue the Contract funding if, in CBC's sole discretion, CBC is not reasonably satisfied with the

Contractor’s progress or determines that the Contractor is not able to carry out or accomplish the Contract’s purposes or has failed to comply with any term. In addition, the parties agree that a written amendment to this Contract is required in the event of (a) any material change to the Scope of Work, including changes to deliverables, program design, or populations served; (b) any reallocation of 10% or more of the total Contract award between major budget categories; (c) any adjustment to the Contract term or funding amount; or (d) any substantive new requirement imposed by WSDOT or CBC that affects performance or compliance. No amendment is effective unless made in writing and signed by both parties.

11. **TERMINATION**. CBC may automatically terminate this Contract and any SOWs if (a) the Contractor is in breach of this Contract after seven (7) days written notice and an opportunity to cure (b) CBC does not secure its necessary funding; or (c) WSDOT terminates its agreement or a scope of work with CBC. For any other termination reason, CBC shall give the Contractor 7 days’ notice. If this Contract terminates for any reason, then all SOWs automatically terminate unless the Contractor is notified otherwise. CBC shall have no further obligations upon termination. If WSDOT does not allocate funds to CBC to continue this Contract in any future period, CBC may terminate this Contract by seven (7) calendar days written notice to Contractor or work with Contractor to arrive at a mutually acceptable resolution of the situation. At termination, any funds that have been advanced but not spent, or any funds determined by CBC to have been used in violation of this Contract, must be returned to CBC within thirty (30) calendar days. The Contractor must also return any equipment or property purchased with Contract funds, and, upon CBC’s request, provide final reports, reconciliations, or other deliverables required under the Contract. CBC may withhold final payment until all such obligations are satisfied. a. Nothing in this section limits CBC’s right to pursue any other remedies available at law or in equity. This section survives the expiration or termination of the Contract.

12. **RESTRICTION: USE OF FUNDS AND PROGRAM ASSETS.** The Contractor must only use funds and assets purchased with the funds for the Contract’s purpose. The Contractor may not use funds to reimburse any expenses incurred prior to the Effective Date.

13. **REPAYMENT OF FUNDS; RETURN OF PROGRAM ASSETS.** At CBC’s request, the Contractor will repay any funds or return assets used or committed in breach of this Contract, as reasonably determined by CBC after 7 days’ written notice and an opportunity to cure. The Contractor must return to CBC any portion of the unused funds and any assets purchased with the funds no later than 30 days after the SOW or Contract’s termination due to breach and failure to timely cure. Upon termination of this Contract, CBC, in addition to any other rights provided in this Contract, may require Contractor to deliver to CBC any property; specifically produced or acquired for the performance of such part of this Contract as has been terminated. CBC may withhold from any amounts due Contractor such sum as CBC determines to be necessary to protect CBC from potential loss or liability. CBC shall determine whether assets remain within their useful life based on the original intended duration of use, product condition, or any relevant manufacturer guidance.

14. **INSURANCE.** The Contractor will provide CBC with a Certificate of Insurance, or evidence of Self-Insurance, which documents insurance coverage for personal injury or property damages claims that may arise from, or in connection to, this Contract’s performance, with limits of not less than $1,000,000 per occurrence. The Certificate of Insurance must name CBC as an additional insured.
The Contractor agrees to assume all liability for any damages or losses sustained to property purchased or received for this Contract’s purpose. The Contractor acknowledges full responsibility for replacing lost, stolen, or damaged property purchased or acquired through this Contract, provided that such property remains within its reasonable useful life. For purposes of this provision, “useful life” shall be determined based on the original intended duration of use, product condition, or applicable manufacturer or industry standards. Property that has exceeded its useful life will not require replacement unless otherwise specified by CBC in writing.

15. **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless CBC’s directors, trustees, officers, employees and agents from and against any and all third party claims, damages, costs, penalties, expenses and liabilities of any kind (including reasonable attorneys’ fees) in connection with or resulting from of any breach of any representation made by Contractor or any act or omission of Contractor or of Contractor’s directors, trustees, officers, employees or agents in connection with this Contract.

16. **COMPLIANCE WITH LAWS; RESTRICTIONS ON USE OF FUNDS**. The Contractor will not use Contract funds, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combating terrorism, (b) with persons on the List of Specially Designated Nationals maintained by the U.S. Treasury Department (the "SDN List") or entities owned or controlled by such persons, or (c) with countries against which the U.S. maintains sanctions programs unless such programs are permitted under applicable law. The Contractor certifies that it does not knowingly employ individuals or contribute funds to persons on the SDN List or owned or controlled by such persons or which are otherwise prohibited under applicable law. The Contractor further agrees that it will not offer or provide money, gifts or other items of value, directly or indirectly, to anyone in order to improperly influence an act or decision relating to activities funded by the Contract, including by assisting any party to secure an improper advantage. Further, the Contractor will not use any Contract funds to intervene in or influence the outcome of any specific public election or support or oppose any political party or candidate for any public office anywhere in the world, and the Contractor will not use any Contract funds to carry on propaganda or otherwise attempt to influence legislation within the meaning of Code Section 4945(d)(1) without CBC's prior written approval.

17. **QUALIFIED TO DO BUSINESS**. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

18. **CONTRACTOR KEY STAFF CHANGES.** Except in the case of a leave of absence, sickness, death, termination of employment or unpaid or paid leave of absence, agreed upon Key Staff must not be changed during the term of this Contract. Otherwise, any change in Key Staff must be agreed in writing between the parties. During the term of the Contract, CBC reserves the right to approve or disapprove of Contractor and Subcontractor Key Staff assigned to perform services as required by this Contract, or to require the removal or reassignment of any Contractor or Subcontractor Key Staff found unacceptable by CBC, subject to CBC's compliance with applicable laws and regulations. Contractor must provide CBC with a resume of any member of its Key Staff or a Subcontractor's Key Staff assigned to or proposed for any aspect of performance under this Contract prior to commencing any Services. During transitions, Contractor may provide interim staffing or overlap of outgoing and incoming staff to ensure continuity of services. a. In the event that proposed Contractor resources are unavailable to deliver the work, Contractor must staff the Statewide Program with resources with equal or greater skills and capabilities, subject to approval from CBC.
b. CBC must be notified of any change in Contractor Key Staff as soon as practicable, but when possible, within five (5) working days after removal of such staff from their duties in support of this Contract. Contractor must provide resumes and describe the roles and responsibilities of any replacement staff to CBC as soon as practicable but in no event less than five (5) working days prior to the date that such staff begin work under this Contract. CBC reserves the right, in its sole judgment, to approve or disapprove such replacement staff for performance related reason. CBC's approval of such staff shall not be unreasonably withheld.

19. **USE OF PROGRAM GOODS**. The Contractor agrees that the Program Goods as identified in *Exhibit A – Scope of Work* shall only be used for the provision of *the Statewide Program*. For the Program Goods' useful life as set forth in Section 1, "Term". The Contractor further agrees that it will not use or permit the use of the Program Goods in a negligent manner or in violation of any law, or so as to avoid any insurance covering the same or permit the Program Goods to become subject to any lien, charge, or encumbrance. Should the Contractor unreasonably delay or fail to use the Program Goods during the useful life of the Statewide School-Based Bicycle Education Program, the Contractor agrees that it may be required to refund up to the entire amount of the state share expended on the Contract. The Contractor shall immediately notify CBC when any Program Goods are withdrawn from Contract use or when Program Goods are used in a manner substantially different from that identified in Section 1. If the Program Goods are permanently removed from the Statewide Program prior to the end of its useful life, the Contractor agrees to immediately contact CBC for instructions regarding the disposal of the Program Goods.

20. **MAINTENANCE OF PROGRAM GOODS**. The Contractor shall make all necessary repairs and reasonably maintain the Program Goods to assure it remains in good and operation condition for the useful life of the Program Goods. The Contractor agrees to, at a minimum, service the Program Goods and replace parts at intervals recommended in the manual provided by the manufacturer of the Program Goods, or sooner if needed. The Contractor shall take the Program Goods to an appropriate service and repair facility for any service and repair under

the manufacturer's warranty, if applicable. CBC shall not be liable for repairs. The Contractor shall retain records of all maintenance and parts replacement performed on the Program Goods in accordance with Section 9, "Records Retention & Audits". The Contractor shall provide copies of such records to CBC, upon request, at no additional charge.

21. **REPRESENTATIONS AND WARRANTIES**. The Contractor represents that it is exempt from federal income tax under Section 501(c)(3) of the Code and is not a private foundation under Section 509(a) of the Code.

22. **MISCELLANEOUS:**

a. **Governing Law**: This Contract is governed by, and will be construed in accordance with, the laws of the State of Washington.

b. **Dispute Resolution**. The parties shall first attempt to resolve any dispute arising out of or relating to this Agreement informally amongst themselves. If the parties cannot resolve the dispute, the parties agree to formal mediation. If the parties cannot resolve a dispute through mediation, then the matter shall be resolved by binding arbitration. Arbitration will be before a single arbitrator selected by mutual agreement of the parties or, if the parties cannot mutually agree, designate Seattle Mediation, Arbitration, and ADR Services (JAMS), or alternate service by mutual agreement of the parties. Arbitration will take place in Seattle, Washington (unless the parties mutually agree to an alternative venue). An arbitration judgment may be entered and enforced by a court of competent jurisdiction, whose judgment shall include the costs and reasonable attorneys' fees for the prevailing party at arbitration.

c. **Assignment**: This Contract may not be assigned without CBC's prior written consent.

d. **Severability**: If any term in this Contract is determined by a competent authority to be unenforceable, void, or contrary to law, all other terms and provisions of this Contract will continue in full force and effect. If a term or provision of this Contract is unenforceable, it will be modified to the extent necessary for enforcement, or replaced by another provision that is enforceable and achieves the same objective and result.

e. **Waiver:** Waiver of any provision will not be deemed a waiver of any other provision, nor will waiver of any breach of any provision in this Contract be construed as a continuing waiver of any other breaches of the same or other provisions of this Contract.

f. **Compliance:** The Contractor shall comply with all applicable laws, regulations, or policies. If the Contractor fails to fully comply with any law, regulations, or policies, this Contract may be terminated and the Contractor declared ineligible for further contracts with CBC.

g. **Notices:** Any notice required pursuant to this Contract may be sent by email, overnight courier or certified or registered mail to the addresses set forth in the signature page or as updated by the parties. Notices may be by email only if the receiving party acknowledges the receipt of the notice.

h. **Entire Contract:** This Contract constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior contracts, agreements, or understandings between the parties regarding such subject matter.

For the convenience of the parties, this Contract may be executed by email and in counterparts, each of which will be deemed to be an original, and both of which taken together will constitute one agreement binding on both parties. Each party represents and warrants that its signatory to this Contract has the authority to execute this Contract and bind such party hereby.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly authorized representatives on the dates below.

By:

____

Name: Lee Lambert
Title: Executive Director
Cascade Bicycle Club
Date:

____

Notice Email: Leel@cascade.org
Notice Address: 7787 62nd Ave NE
Seattle, WA 98115

By:

____

Name: **ENTER SIGNATORY NAME**
Title: ENTER SIGNATORY TITLE
PARTNER NAME
Date:

____

Notice Email:
Notice Address:

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5842 (Krueger)
A Resolution creating a Limited-Term Position of Recreation Assistant - Bicycle Programs to assist in the operation of City Bicycle Programs

Meeting Date:
June 16, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5842.)

Department:	Attachments:	Budget Impact:
Parks, Arts & Recreation	Resolution No. 5842	$110,000.00

Administrative Recommendation:
City Council to adopt Resolution No. 5842.

Background for Motion:
Resolution No. 5842 would create the Limited-Term Position of Recreation Assistant – Bicycle Program created to operate the City's Bicycle Program, which shall be funded by the Cascade Bicycle Club Bicycle grant for the period of July 1, 2025, through June 30, 2026.

Background Summary:
The City applied for a grant through Cascade Bicycle Club to teach Bicycle Education to Auburn Youth. The City received this same grant in 2024-2025 and implemented these Programs successfully. The City's application was successful and allows the Program to continue in 2025-2026. The grant includes funding for a Limited-Term Position of Recreation Assistant – Bicycle Programs. This position assists in the implementation of the grant-funded Bicycle Education Program.

Approval of this Resolution would create this Limited-Term Position which is wholly dependent on the successful award of grant funding.

Councilmember: Cheryl Rakes

Staff: Julie Krueger

RESOLUTION NO. <u>5842</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, CREATING A LIMITED-TERM POSITION OF RECREATION ASSISTANT – BICYCLE PROGRAMS TO ASSIST IN THE OPERATION OF CITY BIKE PROGRAMS

WHEREAS, the City of Auburn received a grant from the Cascade Bicycle Club passed through from the Washington Department of Transportation which was used to establish and support the City's bicycle program; and

WHEREAS, the City has used a portion of these grant funds to create a limited-term position titled Recreation Assistant – Bicycle Program to operate and administer the program; and

WHEREAS, Council approved the creation of a new LTE Recreation Assistant position on December 2, 2024, with Ordinance 6961.

WHEREAS, the funding for the Recreation Assistant – Bicycle Program position is available for the period of July 1, 2025, through June 30, 2026, with the possibility of continuation contingent upon the availability of additional grant funds; and

WHEREAS, it is in the City's interest to continue the Recreation Assistant – Bicycle Program position as long as grant funding for the bicycle program remains available.

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

<u>Section 1. Position Authorization</u> The Limited-Term position of Recreation Assistant – Bicycle Program, created to operate the City's bicycle program, shall be funded by the Cascade Bicycle Club Bicycle grant for the period of July 1, 2025, through June 30, 2026.

Section 2. Term of Position The position may continue to be filled beyond June 30, 2026, provided that sufficient grant funding remains available and is appropriated for such purpose.

Section 3. Funding Source The position shall be funded exclusively by grant funds provided by Cascade Bicycle Club. No general fund monies shall be used to support this position unless authorized by subsequent Resolution.

Section 4. Termination of Position The position shall automatically terminate upon the expiration or exhaustion of grant funding, unless otherwise authorized by the City Council.

Section 5. 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