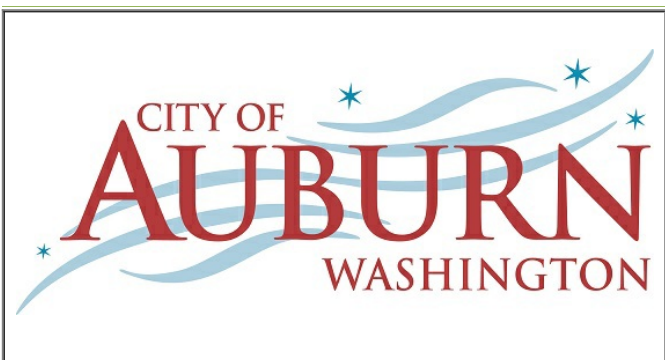


	City Council Meeting December 20, 2021 - 7:00 PM City Hall Council Chambers and Virtual AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. PUBLIC PARTICIPATION

1. Public Participation

The Auburn City Council Meeting scheduled for Monday, December 20, 2021 at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

To attend the meeting virtually please click one of the below links, enter the meeting ID into the Zoom app, or call into the meeting at the phone number listed below. The link to the Virtual Meeting is:

Zoom: <https://us06web.zoom.us/j/87429771156>

The public can also view the meeting on YouTube:
<https://www.youtube.com/user/watchauburn/live/?nomobile=1>

To join the meeting by phone, please use the below call-in information:

253 215 8782
877 853 5257 (Toll Free)

Webinar ID: 874 2977 1156

A. Pledge of Allegiance

B. Roll Call

III. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Proclamation - 2021 Tree Stewards

Mayor Backus to declare the Auburn Parks Department the City's "2021 Tree Stewards" for preserving and caring for the Scarlet Oak tree located at Veterans Memorial Park and the Weeping Willow located at Fenster Park.

IV. APPOINTMENTS

A. Reappointments to Boards & Commissions

City Council to reappoint the following boards and commission members. All appointees will serve a new three-year term expiring December 31, 2024

Airport Advisory Board

Wayne Osborne
Joseph Nessel

Auburn Tourism Board

Kacie Bray
Lacey Katz

BIA Rate Payer Committee

Ronnie Roberts
Darren Jones
John Rottle

Cemetery Board

Arnie Galli

Human Services Committee

Susan Miller
Shawn Parkhurst Paton

Parks & Recreation Board

Katie Helton
Wayne Osborne

Planning Commission

Dimitri Moutzouris
Phillip Stephens

Urban Tree Board

Tanya Galat

V. AGENDA MODIFICATIONS

VI. NEW BUSINESS

VII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

1. Public Hearing In Person or Virtual Participation

Any interested person is invited to attend the public meeting or submit written comments regarding the Right-of-Way Vacation No. VAC21-0002. All written comments must be received prior to 5:00 p.m. on November 15, 2021.

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

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

Email comments to:
publiccomment@auburnwa.gov

2. Public Hearing for Right-of-Way Vacation No. VAC21-0002

A Public Hearing to Consider Right-of-Way Vacation No. VAC21-0002

B. Audience Participation

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

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

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

Email comments to:
publiccomment@auburnwa.gov

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

VIII. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baggett)

IX. **CONSENT AGENDA**

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

A. Minutes of the December 6, 2021 Regular Council Meeting

B. Claim Vouchers (Thomas)

Claim voucher list dated December 20, 2021 which includes voucher numbers 466057 through 466233 in the amount of \$5,703,001.97 and six wire transfers in the amount of \$550,941.96.

C. Payroll Vouchers (Thomas)

Payroll check numbers 539280 through 539285 in the amount of \$74,621.18, electronic deposit transmissions in the amount of \$2,340,917.57, for a grand total of \$2,415,538.75 for the period covering December 1, 2021 to December 15, 2021

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

X. **UNFINISHED BUSINESS**

XI. **ORDINANCES**

A. Ordinance No. 6839 (Gaub)

An Ordinance vacating right-of-way of a portion of West Main Street, east of Lund Road SW

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6839.)

B. Ordinance No. 6845 (Thomas)

An Ordinance amending Sections 3.53.100 and 3.53.110 regarding City Business and Occupation (B&O) Tax exemptions and deductions allowed to nonprofit Health Care Organizations in the City

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6845.)

XII. **RESOLUTIONS**

A. Resolution No. 5635 (Gaub)

A Resolution approving an update to its Neighborhood Traffic Calming Program

(RECOMMENDED ACTION: Move to adopt Resolution No. 5635.)

B. Resolution No. 5636 (Gaub)

A Resolution authorizing the Mayor to execute an agreement with the other jurisdictions of the South County Area Transportation Board

(RECOMMENDED ACTION: Move to adopt Resolution No. 5636.)

C. Resolution No. 5637 (Comeau)

A Resolution authorizing the Mayor to execute an Easement Agreement in favor of MSRE Apartment, LLC for access and fire service over, across, through and under City owned property – parcel number 733140-0135

(RECOMMENDED ACTION: Move to adopt Resolution No. 5637.)

D. Resolution No. 5638 (Martinson)

A Resolution authorizing the Mayor to sign an amendment to the City's Office Space Lease Agreement with King County

(RECOMMENDED ACTION: Move to adopt Resolution No. 5638.)

XIII. MAYOR AND COUNCILMEMBER REPORTS

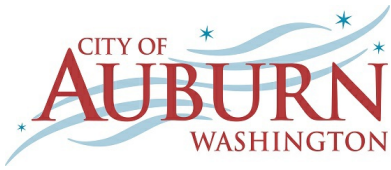
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. **From the Council**

B. **From the Mayor**

XIV. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for Right-of-Way Vacation No. VAC21-0002

Date:

December 14, 2021

Department:

Public Works

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to hold a public hearing in consideration of Right-of-Way Vacation No. VAC21-0002.

See Ordinance No. 6839 for further action on this item.

Background for Motion:**Background Summary:**

Per Auburn City Code Chapter 12.48 a public hearing shall be held to consider the proposed Right-of-Way Vacation for VAC21-0002 for the right-of-way of a portion of West Main Street, east of Lund Road SW.

The date of the public hearing was set by Resolution No. 5626 on November 15, 2021.

Reviewed by Council Committees:

Councilmember: Stearns

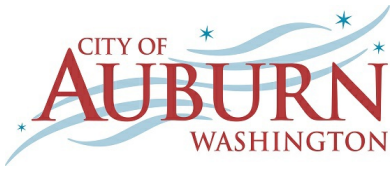
Staff:

Gaub

Meeting Date: December 20, 2021

Item Number:

PH.2



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the December 6, 2021 Regular Council Meeting

Department:

City Council

Attachments:

[12-06-2021 Minutes](#)

Date:

December 8, 2021

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

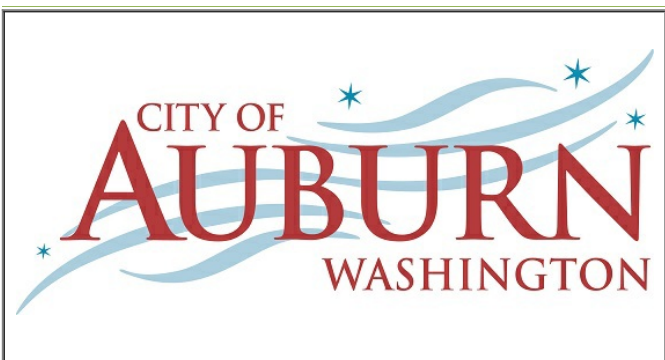
Revised Budget: \$0

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

Meeting Date: December 20, 2021

Staff:

Item Number: CA.A

	City Council Meeting December 6, 2021 - 7:00 PM City Hall Council Chambers and Virtual MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. **CALL TO ORDER**

II. **PUBLIC PARTICIPATION**

1. **Public Participation**

The City Council Meeting was held in person and virtually.

A. **Pledge of Allegiance**

Mayor Nancy Backus called the meeting to order at 7:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street. The Color Guard presented the flags and Mayor Backus led those in attendance in the Pledge of Allegiance.

B. **Roll Call**

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

Mayor Nancy Backus, City Attorney Kendra Comeau, Director of Innovation and Technology David Travis, Innovation and Technical Support Specialist Danika Olson, Chief of Police Mark Caillier and City Clerk Shawn Campbell were in Chambers.

The following department directors and staff members attended the meeting virtually: Director of Public Works Ingrid Gaub, Director of Parks, Arts and Recreation Daryl Faber, Director of Community Development Jeff Tate, Director of Finance Jamie Thomas, Director of Human Resources & Risk Management Candis Martinson, Arts & Events Manager Julie Krueger, Senior Planner Josh Steiner, Domestic Violence Paralegal Gloria Cody and Assistant Director of Innovation and Technology Ashley Riggs.

III. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Police Promotional Ceremony

Mayor Backus called Chief Caillier up to perform the promotional ceremonies. Jason Blake was promoted to Sergeant, James Nordenger was promoted to Commander and Sam Betz was promoted to Assistant Chief.

Mayor Backus congratulated all officers on their promotions.

Mayor Backus called for a 10 minute recess at 7:10 p.m. The meeting reconvened at 7:22 p.m.

IV. AGENDA MODIFICATIONS

There were no modifications to the agenda.

V. NEW BUSINESS

A. Selection of Deputy Mayor

Mayor Backus asked for nominations for Deputy Mayor.

Councilmember Brown nominated Councilmember Stearns. Deputy Mayor DaCorsi nominated Councilmember Jeyaraj. Councilmember Baggett nominated Councilmember Trout-Manuel. there were no other nominations.

Mayor Backus asked for votes for the three nominated Councilmembers. Councilmember Stearns received 3 votes, Councilmember Jeyaraj received 2 votes and Councilmember Trout-Manuel received 2 votes.

Due to a tie vote between Councilmembers, City Attorney Comeau suggested Council vote again on all three nominations, if the votes remain the same, Council will vote for the two Councilmembers who are tied to select the second Councilmember on the final ballot.

Mayor Backus asked for votes on the three nominated Councilmembers. Councilmember Stearns received 3 votes, Councilmember Jeyaraj received 2 votes and Councilmember Trout-Manuel received 2 votes.

Mayor Backus asked Council to vote between Councilmember Jeyaraj and Councilmember Trout-Manuel to have the second Councilmember for the final ballot. Councilmember Jeyaraj received 4 votes and Councilmember Trout-Manuel received 3 votes.

Mayor Backus asked for Council to vote for either Councilmember Stearns and Councilmember Jeyaraj as Deputy Mayor starting January 1, 2022. Councilmember Jeyaraj received 4 votes and Councilmember Stearns received 3 votes.

Mayor Backus stated Councilmember Jeyaraj received the majority number of votes. He has been elected as Deputy Mayor starting January 1, 2022.

VI. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

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

B. Audience Participation

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

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

No written comments were received.

Virginia Haugen, 2503 R Street SE
Ms. Haugen spoke about people wearing masks while committing crimes.

C. Correspondence

There was no correspondence for Council to review.

VII. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baggett)

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

VIII. CONSENT AGENDA

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

- A. Minutes of the November 8, 2021 and November 22, 2021 Study Sessions

- B. Minutes of the November 15, 2021 Regular Council Meeting

- C. Claim Vouchers (Thomas)

Claim voucher list dated December 6, 2021 which includes voucher numbers 465799

through 466056 in the amount of \$5,430,555.18 and six wire transfers in the amount of \$796,966.98

D. Payroll Vouchers (Thomas)

Stale checks were reissued as check numbers 539222 through 539226 for a net amount of \$0.00, payroll check numbers 539227 through 539230 in the amount of \$533,910.36, payroll electronic deposit transmissions in the amount of \$2,164,323.98, comp time payout check numbers 539231 through 539279 in the amount of \$85,810.60, and comp time payout electronic deposit transmissions in the amount of \$62,563.64, for a grand total of \$2,846,608.58, for the period covering November 8, 2021 to November 30, 2021

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

MOTION CARRIED UNANIMOUSLY. 7-0

IX. UNFINISHED BUSINESS

There was no unfinished business.

X. ORDINANCES

A. Ordinance No. 6840 (Tate)

An Ordinance relating to planning; adopting 2021 Annual Comprehensive Plan Map and Text Amendments pursuant to the provisions of RCW Chapter 36.70A and adopting corresponding rezone related to certain map amendments

Councilmember Stearns moved and Councilmember Trout-Manuel seconded to adopt Ordinance No. 6840.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Ordinance No. 6841 (Tate)

An Ordinance amending Sections 19.02.115, 19.02.120, 19.02.130 and 19.02.140 of the Auburn City Code relating to School Impact Fees

Councilmember Stearns moved and Councilmember Jeyaraj seconded to adopt Ordinance No. 6841.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Ordinance No. 6843 (Tate)

An Ordinance relating to Fee Codes, and amending Sections 19.02.070, 19.04.040, 19.06.040, 19.08.030, 15.07.080, 13.06.050, 13.06.275, 13.20.200, and 13.41.040 of the Auburn City Code

Councilmember Stearns moved and Councilmember Baggett seconded to adopt Ordinance No. 6843.

MOTION CARRIED UNANIMOUSLY. 7-0

XI. RESOLUTIONS

A. Resolution No. 5633 (Tate)

A Resolution endorsing use of the 2022 Valley Regional Fire Authority Fee Schedule as adopted by the VRFA Board of Governance

Councilmember Brown moved and Councilmember Stearns seconded to adopt Resolution No. 5633.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5634 (Faber)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Auburn Symphony Orchestra for tourism promotion services

Councilmember Jeyaraj moved and Deputy Mayor DaCorsi seconded to adopt Resolution No. 5634.

MOTION CARRIED UNANIMOUSLY. 7-0

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Deputy Mayor DaCorsi reported he attended the King County Affordable Housing Committee meeting.

Councilmember Trout-Manuel reported she attended the King County Regional Law Safety and Justice Committee (RLSJC) meeting.

Councilmember Baggett reported he attended the Pierce County Cities and Towns Association (PCCTA) meeting.

Councilmember Stearns reported he attended the Regional Water Quality Committee meeting, the Puget Sound Regional Council Equity Advisory Committee meeting and the Attorney General's Missing and Murdered Indigenous Women and People Task Force meeting.

Councilmember Jeyaraj reported he attended the Sound Cities Associations (SCA) annual meeting.

B. From the Mayor

Mayor Backus reported she attended the Governing for Racial Equity and Inclusion meeting, a ribbon cutting ceremony at the Outlet Collection for Airhouse Adventure Park, the Auburn Food Bank holiday basket distribution and the Santa Parade and Tree Lighting.

XIII. CLOSED SESSION

1. Closed Session

Mayor Backus adjourned into a closed session per RCW 42.30.140(4)(b) to discuss a collective bargaining agreement for 30 minutes at 8:11 p.m. City Attorney Comeau, Finance Director Thomas, Human Resource Director Martinson and Police Chief Caillier were required to attend.

Mayor Backus extended the closed session for 10 minutes at 8:43 p.m.

Mayor Backus extended the closed session for 10 minutes at 8:54 p.m.

Mayor Backus reconvened the meeting at 9:07 p.m.

XIV. ADJOURNMENT

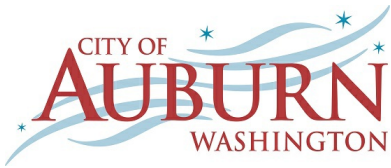
There being no further business to come before the Council, the meeting was adjourned at 9:08 p.m.

APPROVED this 20th day of December, 2021.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claim Vouchers (Thomas)

Department:

Finance

Attachments:

No Attachments Available

Date:

December 8, 2021

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claim voucher list dated December 20, 2021 which includes voucher numbers 466057 through 466233 in the amount of \$5,703,001.97 and six wire transfers in the amount of \$550,941.96.

Reviewed by Council Committees:

Councilmember: Baggett

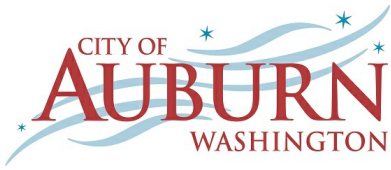
Staff:

Thomas

Meeting Date: December 20, 2021

Item Number:

CA.B



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Thomas)

Date:

December 8, 2021

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Payroll Vouchers.

Background for Motion:**Background Summary:**

Payroll check numbers 539280 through 539285 in the amount of \$74,621.18, electronic deposit transmissions in the amount of \$2,340,917.57, for a grand total of \$2,415,538.75 for the period covering December 1, 2021 to December 15, 2021.

Reviewed by Council Committees:

Councilmember: Baggett

Staff:

Thomas

Meeting Date: December 20, 2021

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6839 (Gaub)

Date:

December 14, 2021

Department:

Public Works

Attachments:

[Ordinance No. 6839](#)

[Exhibit A](#)

[Staff Report](#)

[Vicinity Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6839.

Background for Motion:

Ordinance No. 6839 vacates a portion of West Main Street, east of Lund Road SW, subject to conditions outlined in the Ordinance.

Background Summary:

Ralph T. Pozzi has applied to the City for vacation of the right-of-way of a portion of West Main Street, east of Lund Road SW. The applicant owns the adjacent parcel #1321049008 to the south and is proposing to incorporate the right-of-way into development of the adjacent property to add additional parking for the associated business on the property.

A portion of the proposed vacation area became ROW in 1888. The majority of the proposed vacation area was acquired by the State as ROW for construction of SR-167 through Warranty Deed on December 11, 1969. The entire proposed vacation area was subsequently conveyed to the City of Auburn from the State through Governors Deed on February 6, 1974.

The application has been reviewed by City staff and utility purveyors who have an interest in this right-of-way. Through this review City staff has determined that the right-of-way is no longer necessary to meet the needs of the City and could be vacated with conditions.

Ordinance No. 6839, if adopted by City Council, approves Right-of-Way Vacation No. VAC21-0002 and vacates the right-of-way subject to conditions outlined in the Ordinance.

Reviewed by Council Committees:

Councilmember: Stearns

Staff:

Gaub

Meeting Date: December 20, 2021

Item Number:

ORD.A

ORDINANCE NO. 6839

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN WASHINGTON, VACATING RIGHT-OF-WAY OF A PORTION OF WEST MAIN STREET, EAST OF LUND ROAD SW, WITHIN THE CITY OF AUBURN, WASHINGTON.

WHEREAS, the City of Auburn, Washington ("City"), has received a petition signed by at least two-thirds (2/3) of the owners of property abutting right-of-way located within a portion of West Main Street, east of Lund Road SW, within the City of Auburn, requesting vacation of the right-of-way; and,

WHEREAS, as required by Chapter 12.48 of the Auburn City Code, a public hearing was held in connection with the possible vacation, with notice having been provided pursuant to statute; and,

WHEREAS, the City Council has considered all matters presented at the public hearing on the proposed vacation, held on the 20th day of December, 2021, at the Auburn City Council Chambers in Auburn, Washington.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON DO ORDAIN as a non-codified ordinance as follows:

Section 1. Vacation. That the right of way located at a portion of West Main Street, east of Lund Road SW, located within the City of Auburn, Washington, legally described as follows:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF CITY OF AUBURN SHORT PLAT NUMBER SP-11-85, RECORDED JANUARY 08, 1986 UNDER RECORDING NUMBER 8601080790, IN KING COUNTY, WASHINGTON; THENCE NORTH 86°14'47" WEST ALONG THE NORTH

Ordinance No. 6839
ROW Vacation VAC21-0002
November 3, 2021
Page 1 of 7

LINE OF SAID LOT 1 A DISTANCE OF 65.87 FEET;
THENCE SOUTH 03°45'13" WEST 3.00 FEET TO THE
BEGINNING;
THENCE CONTINUING SOUTH 03°45'13" WEST 27.00 FEET
TO THE BEGINNING OF A NON-TANGENT CURVE TO THE
RIGHT THE RADUIS POINT OF WHICH BEARS NORTH
03°45'13" EAST DISTANT 2260.00 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 8°35'30" AN ARC LENGTH OF 338.89 FEET;
THENCE NORTH 77°39'17" WEST 31.05 FEET;
THENCE NORTH 86°14'47" WEST 30.07 FEET TO THE
BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT
THE RADIUS POINT OF WHICH BEARS SOUTH 80°54'28"
EAST DISTANT 30.00 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 94°02'01" AN ARC LENGTH OF 49.24 FEET TO
THE BEGINNING OF A CURVE TO THE LEFT HABING A
RADUIS OF 2233.00 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 9°22'20" AN ARC LENGTH OF 365.27 FEET TO
THE POINT OF BEGINNING.

CONTAINING AN AREA OF 10,620 SQUARE FEET, MORE
OR LESS.

and as shown on the survey, a copy of which is attached, marked Exhibit "A" is vacated and
the property lying in the right-of-way described, shall inure and belong to those persons
entitled to receive the property in accordance with RCW 35.79.040, conditioned upon the
following:

A. Reservation in favor of the City of a perpetual Nonexclusive Easement
under, over, through and across the vacated right-of-way as described above for the
purpose of laying, maintaining, and installing future and existing water, sanitary sewer
and storm water facilities and including a reservation in favor of the City of the right to
grant easements for utilities over, under and on all portions of the vacated right-of-way as

Ordinance No. 6839
ROW Vacation VAC21-0002
November 3, 2021
Page 2 of 7

described above.

The City shall have the absolute right, at times as may be necessary for immediate entry upon said Easement Area for the purpose of maintenance, inspection, construction, repair or reconstruction of the above improvements without incurring any legal obligation or liability.

The City shall have the absolute right to place any type of driving surface within said Easement Area deemed necessary by the City.

The owners of the adjacent properties agree and shall not in any way block, restrict or impede access and egress to or from said Easement Area, and /or in any way block, restrict or impede full use of the real property within the Easement Area by the City for the above described purposes. No building, wall, rockery, fence, trees, or structure of any kind shall be erected or planted, nor shall any fill material be placed within the boundaries of said Easement Area, without the express written consent of the City. Except as required or approved by the City, no excavation shall be made within three feet of said facilities. The surface level of the ground within the Easement Area shall be maintained at the elevation as currently existing except areas that were previously graded and must be re-graded to satisfy conditions of this right-of-way vacation as set forth in paragraphs F and G.

This easement shall be a covenant running with the adjacent property parcels and burden said real estate, and shall be binding on the successors, heirs and assigns of all parties.

Ordinance No. 6839
ROW Vacation VAC21-0002
November 3, 2021
Page 3 of 7

B. Under the terms of the reservation set out in Paragraph A above and in accordance with RCW 35.79.030, the City grants a private utility easement to Puget Sound Energy over, under, and upon the vacated right-of-way as described above for the construction, operation, maintenance, repair, replacement, improvement and removal of electric and gas distribution facilities. The owners of the adjacent property shall not erect any structures on the easement and shall not place trees or other obstructions on the easement that would interfere with the exercise of Grantee's rights.

This easement shall be a covenant running with the adjacent property parcels and burden said real estate, and shall be binding on the successors, heirs and assigns of all parties.

C. In accordance with RCW 35.79.030, the City grants a private utility easement to CenturyLink over, under and upon the vacated right-of-way as described above for the construction, operation, maintenance, repair, replacement, improvement and removal of wireline telecommunications facilities. The owners of the adjacent properties shall not erect any structures on the easement and shall not place trees or other obstructions on the easement that would interfere with the exercise of Grantee's rights.

This easement shall be a covenant running with the adjacent property parcels and burden said real estate, and shall be binding on the successors, heirs and assigns of all parties.

D. In accordance with RCW 35.79.030, the City grants a private utility easement to Comcast over, under and upon the vacated right-of-way as described above for the construction, operation, maintenance, repair, replacement, improvement and removal of cable facilities. The owners of the adjacent properties shall not erect any structures on the easement and shall not place trees or other obstructions on the easement that would interfere with the exercise of Grantee's rights.

This easement shall be a covenant running with the adjacent property parcels and burden said real estate, and shall be binding on the successors, heirs and assigns of all parties.

E. It is provided, however that such reserved or granted utility and access easements as set out in Paragraphs A, B, C and D above may be modified to accommodate a removal, relocation and sitting of the affected utility lines if the Utility and the property owners on whose property the utility lines are located agree to the removal relocations and sitting being paid by said property owners and with the removal relocation and sitting being done in conformity with applicable standards.

F. The applicant shall move the existing fence to the current property line (as it exists prior to vacation) and obtain a Grading Permit to remove gravel and construct proper site improvements for storm drainage to storm inlet structures, parking, lighting and landscaping per City requirements and Engineering Design and Construction Standards.

G. The applicant shall obtain required permits and replace the domed storm inlet structures with a standard grate and shall install concrete aprons around all storm inlet structures per the City's Standard Details.

H. In accordance with RCW 35.79.0360 and ACC 12.48.085, compensation to the City of Auburn, shall be made by the owner or owners of property adjacent thereto in the total amount of Forty-five Thousand (\$45,000.00) Dollars for the full appraised value of the right-of-way, which has been right-of-way for more than twenty-five (25) years and for which public funds were expended.

I. This vacation shall be effective upon completion of the provisions in paragraph F, G, and H, above. The above described provisions must be completed by December 20, 2022 or the vacation and this Ordinance will be null and void.

Section 2. Constitutionality or Invalidity. If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

Section 3. Implementation. The Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this location.

Section 4. Effective Date. This Ordinance shall take effect and be in force five (5) days from and after passage, approval, and publication as provided by law.

Section 5. Recordation.

The City Clerk is directed to record this Ordinance with the office of the King County Auditor only upon completion of those provisions set forth in Section 1, Paragraphs F, G, and H, above, at which time the vacation pursuant to this Ordinance shall be effective under Auburn City Code 12.48.080.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

PUBLISHED: _____

EXHIBIT A

PAGE 1

RIGHT OF WAY VACATION LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF CITY OF AUBURN SHORT PLAT NUMBER SP-11-85, RECORDED JANUARY 08, 1986 UNDER RECORDING NUMBER 8601080790, IN KING COUNTY, WASHINGTON;

THENCE NORTH 86°14'47" WEST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 65.87 FEET;

THENCE SOUTH 03°45'13" WEST 3.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 03°45'13" WEST 27.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS NORTH 03°45'13" EAST DISTANT 2260.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°35'30" AN ARC LENGTH OF 338.89 FEET;

THENCE NORTH 77°39'17" WEST 31.05 FEET;

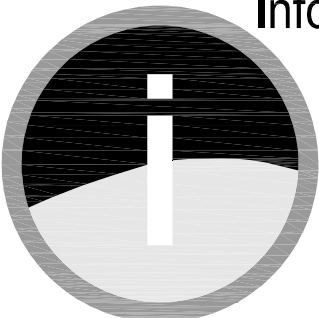
THENCE NORTH 86°14'47" WEST 30.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 80°54'28" EAST DISTANT 30.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94°02'01" AN ARC LENGTH OF 49.24 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 2233.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°22'20" AN ARC LENGTH OF 365.27 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 10,620 SQUARE FEET, MORE OR LESS.

A PORTION OF THE NE 1/4 OF THE SW 1/4 OF
SECTION 13, T21N, R4E, W.M.



informed land survey

PO Box 5137
Tacoma, WA 98415-0137

Phone: 253-627-2070
admin@i-landsurvey.com
www.i-landsurvey.com

LAND SURVEYING • MAPPING • CONSTRUCTION LAYOUT

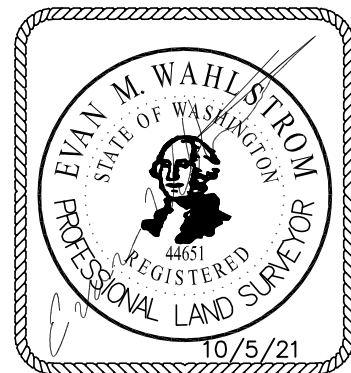
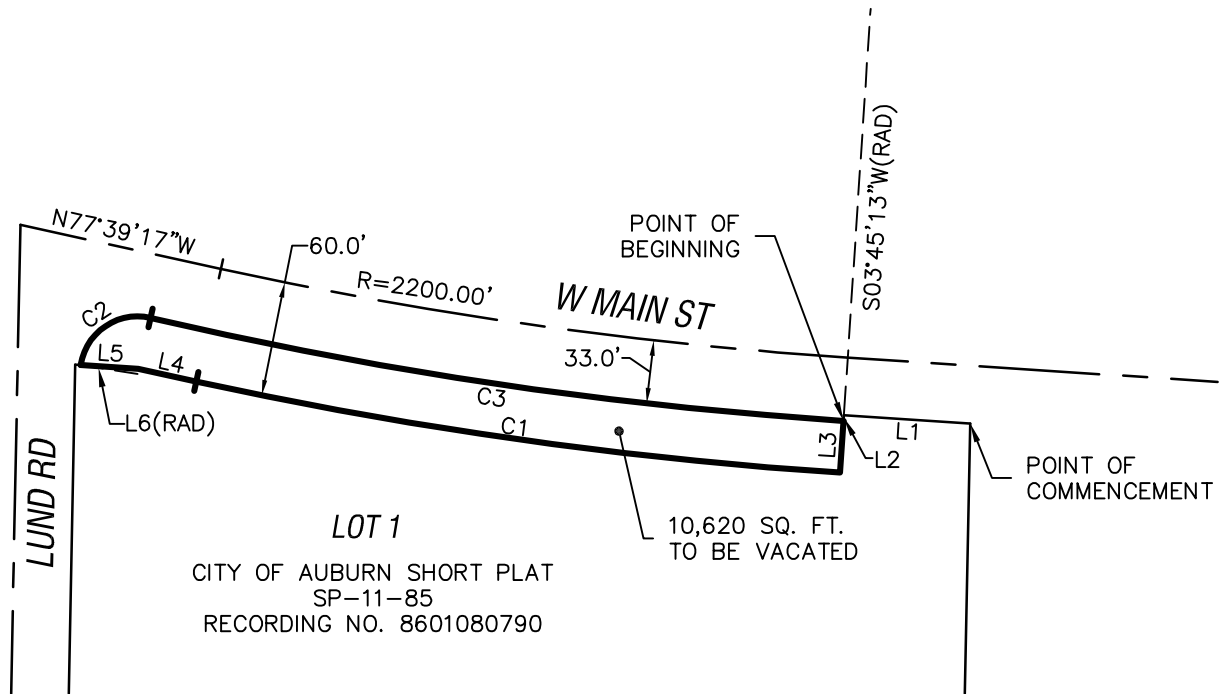
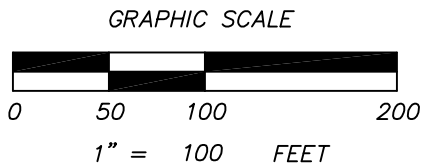


EXHIBIT A
PAGE 2
RIGHT OF WAY VACATION DEPICTION

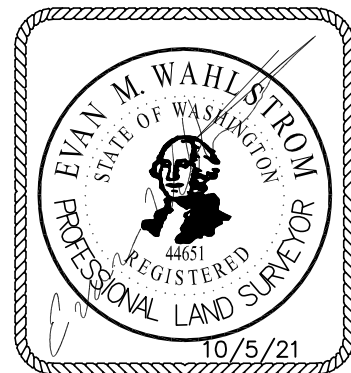


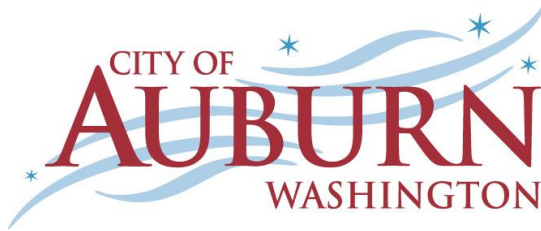
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE
C1	338.89'	2260.00'	8°35'30"
C2	49.24'	30.00'	94°02'01"
C3	365.27'	2233.00'	9°22'20"

LINE	BEARING	DISTANCE
L1	N86°14'47"W	65.87'
L2	S03°45'13"W	3.00'
L3	S03°45'13"W	27.00'
L4	N77°39'17"W	31.05'
L5	N86°14'47"W	30.07'
L6	S80°54'28"E	30.00'



A PORTION OF THE NE 1/4 OF THE SW 1/4 OF
SECTION 13, T21N, R4E, W.M.





RIGHT-OF-WAY VACATION STAFF REPORT

Right-of-Way (ROW) Vacation Number VAC21-0002

Applicant: Ralph T. Pozzi

Property Location: Right-of-Way located on the south side of West Main Street, east of Lund Road SW.

Description of right-of-way:

This ROW proposed for vacation consists of a portion of the south side of West Main Street, east of Lund Road SW. The proposed ROW is adjacent to Parcel No. 1321049008 on the south and east sides and bordered by City right-of-way to the north and west. The total proposed area of ROW for vacation is approximately 10,620± square feet.

A portion of the proposed ROW vacation area originally became ROW in 1888 and was known as Beede Rd No. 222. The majority of the ROW was acquired by the State for the construction of SR-167 through Warranty Deed under Recording Number 6626194, dated December 11, 1969, Records of the State of Washington. The proposed ROW Vacation Area was subsequently conveyed to the City of Auburn from the State through Governor's Deed under Recording No. 7402270280, dated February 6, 1974, Records of the State of Washington.

See Exhibit "A" for legal description and survey.

Proposal:

The Applicant is proposing that the Right-of-Way be vacated so that they can incorporate the area into development of the property to the south on Parcel No. 1321049008. The Applicant would like to add additional parking area for the trucking company located on the parcel. The proposed vacated right-of-way area would be used for city storm drainage systems and street landscaping requirements for the additional parking area.

Applicable Policies & Regulations:

- RCW's applicable to this situation - meets requirements of RCW 35.79.
- MUTCD standards - not affected by this proposal.
- City Code or Ordinances - meets requirements of ACC 12.48.

- Comprehensive Plan Policy - not affected.
- City Zoning Code - not affected.

Public Benefit:

- Vacated Right-of-Way areas typically have a financial benefit to the general public because the vacated areas are subject to property taxes
- The street vacation decreases the Right-of-Way maintenance obligation of the City.

Discussion:

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

1. Puget Sound Energy (PSE) – PSE has underground gas and electrical facilities and will require an easement be retained across the proposed vacation area.
2. Comcast – Comments from Comcast were received requesting an easement be reserved for facilities currently located in the right-of-way.
3. CenturyLink – Comments from CenturyLink were received requesting an easement be reserved for facilities currently located in the right-of-way.
4. Engineering – All City facilities located in the proposed vacation area will require easements to ensure that they are accessible to the City, including moving the existing fence currently located in the ROW to the current property line.
5. Transportation – Ten (10) feet of ROW from back of curb is required to meet City Engineering Design Standards and ensure that street signs, stop signs, lighting conduits, power cabinets and other facilities are not within the vacated area.
6. Planning – Applicant will need to apply for a Grading Permit and will need to remove gravel and do proper site improvements, such as parking, lighting, and landscaping per City requirements and Engineering Design and Construction Standards.
7. Water – An easement will need to be retained across the proposed vacation area for existing water facilities.
8. Sewer – An easement will need to be retained across the proposed vacation area for existing sewer facilities.
9. Storm – An easement will need to be retained across the proposed vacation area for existing storm facilities. Applicant will be required to obtain appropriate Grading Permit for work performed in the proposed vacation area so that the area drains properly to the storm inlet structures during the conversion of gravel to grass. A concrete apron is required to be installed around catch basin structure 807-P281, 807-P7F and 807-P7G per City of Auburn Standard Detail T-05.2 and the dome storm inlet structure on catch basin structure 807-P7G is required to be replaced with a standard grate. As a condition of required permits, Applicant shall clean the storm system within the site when grading and restoration work is completed.

10. Fire – No comments.
11. Solid Waste – No comments.
12. Police – No comments.
13. Streets – No comments.
14. Construction –No comments.
15. Innovation and Technology – No comments

Assessed Value:

ACC 12.48 states: “The city council may require as a condition of the ordinance that the city be compensated for the vacated right-of-way in an amount which does not exceed one-half the value of the right-of-way so vacated, except in the event the subject property or portions thereof were acquired at public expense or have been part of a dedicated public right-of-way for 25 years or more, compensation may be required in an amount equal to the full value of the right-of-way being vacated. The city engineer shall estimate the value of the right-of-way to be vacated based on the assessed values of comparable properties in the vicinity. If the value of the right-of-way is determined by the city engineer to be greater than \$2,000, the applicant will be required to provide the city with an appraisal by an MAI appraiser approved by the city engineer, at the expense of the applicant. The city reserves the right to have a second appraisal performed at the city’s expense.”

RCW 35.79.030 states the vacation “shall not become effective until the owners of property abutting upon the street or alley, or part thereof so vacated, shall compensate such city or town in an amount which does not exceed one-half the appraised value of the area so vacated. If the street or alley has been part of a dedicated public right-of-way for twenty-five years or more, or if the subject property or portions thereof were acquired at public expense, the city or town may require the owners of the property abutting the street or alley to compensate the city or town in an amount that does not exceed the full appraised value of the area vacated.”

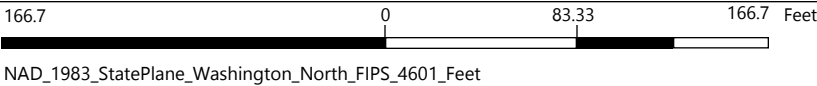
An appraisal by an MAI appraiser of the subject right-of-way was required to be submitted by the applicant. The appraisal was reviewed and found to be acceptable. The appraisal values the right-of-way using an “Across-the-Fence” methodology at \$4.25 per square foot or \$45,000. The right-of-way has been right-of-way for more than 25 years and was provided to the City by Governor’s Deed under Recording No. 7402270280, dated February 6, 1974, Records of the State of Washington.

Recommendation:

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

1. An easement shall be reserved for Puget Sound Energy electric facilities.
2. An easement shall be reserved for CenturyLink telecommunications facilities.

3. An easement shall be reserved for Comcast cable facilities
4. An easement shall be reserved for City Water, Sewer and Stormwater facilities
5. Applicant shall move the existing fence that is currently located at the back of the sidewalk on West Main Street to the current property line as it exists prior to the proposed right-of-way vacation.
6. Applicant shall obtain appropriate permits and replace the domed storm inlet structures with a standard grate and shall install concrete aprons around all storm inlet structures per the City's Standard Details.
7. Applicant shall obtain a Grading Permit to remove gravel and construct proper site improvements, such as proper storm drainage to storm inlet structures, parking, lighting, and landscaping per City requirements and Engineering Design and Construction Standards.
8. Staff recommends that compensation for the full appraised value of the right-of-way in the amount of \$45,000 be required as it has been ROW for more than 25 years, a portion of it was initially acquired by the State for construction of SR-167, and the City has incurred cost for construction and maintenance of the facilities in the vacation area.
9. Completion of Condition Nos. 5 through 8 above shall be accomplished by December 20, 2022 or the vacation shall be null and void.



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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6845 (Thomas)

Date:

December 15, 2021

Department:

Finance

Attachments:

[Ordinance No. 6845](#)

Budget Impact:**Administrative Recommendation:**

City Council to adopt Ordinance No. 6845.

Background for Motion:

Amendment the City of Auburn's Business and Occupation Tax Code to clarify and amend exemption thresholds for non-profit health care organizations.

Background Summary:

The City of Auburn's Business and Occupation Tax code currently sets a significantly low taxability threshold for non-profit health care organizations (HCO's). Further, the existing language is unclear on how to accurately calculate the given threshold. Due to the nature of non-profit health care organization finances, as well as the valuable services that HCO's provide the City of Auburn and its residents, it is in the City's best interest to consider an amendment. This amendment would establish a higher exemption threshold for HCO's, as well as add clarity for the exemption threshold calculation.

Reviewed by Council Committees:

Councilmember: Baggett

Staff:

Thomas

Meeting Date: December 20, 2021

Item Number:

ORD.B

ORDINANCE NO. 6845

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTIONS 3.53.100 AND 3.53.110 REGARDING CITY BUSINESS AND OCCUPATION (B&O) TAX EXEMPTIONS AND DEDUCTIONS ALLOWED TO NONPROFIT HEALTH CARE ORGANIZATIONS IN THE CITY

WHEREAS, ACC Chapter 3.53 sets forth the City's business and occupations (B&O) tax. ACC sections 3.53.100 and 3.53.110 establish B&O tax exemptions and deductions for several classes and types of businesses operating in the City, including nonprofit health care organizations (HCOs);

WHEREAS, ACC 3.53.100 currently provides a B&O tax exemption to nonprofit HCOs operating in the City with gross income at or below a required threshold. But using gross income to measure a nonprofit HCOs B&O tax exemption eligibility does not reflect an operating nonprofit HCO's financial reality;

WHEREAS, a significant portion of a nonprofit HCO's services are devoted to providing the City's most vulnerable indigent and uninsured residents with needed health care and related services. Nonprofit HCOs are able to charge these residents fees for services that would reflect the HCO's gross income. However, these HCOs are unable in many cases to actually collect charged amounts, and despite being considered gross income these uncollected charges generate no actual revenue for a nonprofit HCO;

WHEREAS, to incentivize the continued financially stable operation of nonprofit HCOs in the City, which is increasingly important during the ongoing COVID-19 pandemic, ACC 3.53.100 should be amended to use a nonprofit HCO's net operating

income as the basis to determine B&O tax exemption eligibility. This amendment would more accurately reflect revenue a nonprofit HCO actually receives from its operations for the purpose of a nonprofit HCO's exemption from City B&O tax;

WHEREAS, ACC 3.53.110 should also be amended to clarify that a nonprofit HCO's gross income remains the basis for measuring B&O tax deductions allowed to a nonprofit HCO.

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

Section 1. Amendment to City Code. Subsection CC of Auburn City Code section 3.53.100 is amended to read as follows:

CC. Nonprofit Health Care Organization Fees.

1. This chapter shall not apply to amounts ~~that a nonprofit health care organization derives~~ from ~~charges or fees for~~ medical, nursing, ambulance, hospital, ~~or and other appropriate~~ outpatient care ~~as charges and services~~ fees by nonprofit health care organizations for the benefit of subscribers, where none of the derived amounts such fees and charges inure to the benefit of the organization or any of its employees; provided further, that i.

2. The exemption in paragraph 1 of this subsection CC shall not apply if at the nonprofit health care organization's annual ~~net operating gross~~ income, ~~minus any allowed deductions or exemptions as provided in this chapter,~~ exceeds \$310,000,000.00 for the reporting period in which the exemption is claimed for any calendar year. For purposes of this subsection, "net operating income" shall mean income in an amount equal to:

a. the organization's ~~aggregate gross revenue generated from operating activities and services, less~~—

b. ~~uncollectable debts and uncompensated services, and less~~—

c. ~~total expenses related to operating activities.~~

Capital expenditures, debt service and non-cash charges, such as depreciation of assets or amortization of financing costs, shall not be included in the

~~calculation of net operating income.; the exemption in this subsection shall not apply to the amounts derived from health care organization service fees and charges.~~

3. Nonprofit health care organizations exceeding ~~the \$30~~10,000,000.00 in gross income ~~in a reporting period threshold~~ may take the deductions allowed in ACC 3.53.110(S).

Section 2. Amendment to City Code. Subsection S of Auburn City Code section 3.53.110 is amended to read as follows:

S. *Nonprofit Health Care Organization Fees.* In computing the tax, nonprofit health care organizations may deduct up to \$30,000,000 in gross revenue derived from medical, nursing, ambulance, hospital, and other appropriate outpatient care as charges and service fees by the nonprofit health care organization.

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

Section 4. 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 5. **Effective date.** This Ordinance will take effect and be in force five days from and after its passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

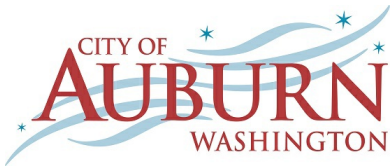
ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5635 (Gaub)

Department:

Public Works

Attachments:

[Resolution No. 5635](#)

[Exhibit A](#)

Date:

December 14, 2021

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5635.

Background for Motion:

This resolution will adopt an updated approach to the Neighborhood Traffic Calming Program to incorporate an areawide approach, which includes more community outreach and incorporates an equity focus.

Background Summary:

In 2005, City Council adopted a Neighborhood Traffic Calming Program via Resolution 3946, which was updated in 2006 via Resolution 4094.

The program is designed to evaluate and address speeding complaints in residential neighborhoods. Examples of improvements constructed as a result of this program include, but are not limited to, speed cushions, traffic circles, and radar feedback signs.

Staff has developed a proposed update to the Neighborhood Traffic Calming Program with a focus on equity, changing from a location specific to an areawide approach, and including more community outreach.

The proposed update to the Neighborhood Traffic Calming Program was presented to Council at the December 13, 2021 Study Session.

Resolution No. 5635 authorizes an update to the Neighborhood Traffic Calming Program.

Reviewed by Council Committees:

Councilmember: Stearns

Staff: Gaub

Meeting Date: December 20, 2021

Item Number: RES.A

RESOLUTION NO. 5635

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING AN UPDATE TO ITS NEIGHBORHOOD TRAFFIC CALMING PROGRAM

WHEREAS, the City of Auburn adopted a Neighborhood Traffic Calming Program (Program) in 2005 via Resolution 3946, and updated the Program in 2006 via Resolution 4094;

WHEREAS, the Program's purposes are to maximize efforts to discourage excessive vehicular speeds and cut-through traffic in residential neighborhoods, to promote safer streets for residents in residential neighborhoods, and to encourage drivers to use streets as designed. To achieve these purposes, it is important to periodically evaluate and revise the Program and its approaches to traffic calming;

WHEREAS, the City's Public Works Department has recently updated the Program to incorporate equity in the Program's planning approach, and to refine the Program's traffic calming approaches for different types of neighborhoods with varied traffic impacts. The recent update to the Program is attached as Exhibit A to this Resolution.

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

Section 1. The Neighborhood Traffic Calming Program, as identified in Exhibit A attached hereto and incorporated herein by reference, is approved in substantial conformity therewith.

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

Section 3. The Mayor is authorized to approve periodic updates to the Neighborhood Traffic Calming Program without legislative action.

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

Dated and Signed this _____ day of _____, 2021.

CITY OF AUBURN

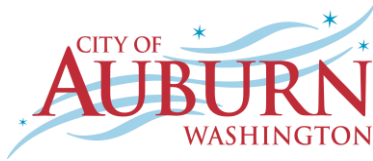
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney



Resolution 5635 Exhibit A

December 2021

Neighborhood Traffic Calming Program

Overview & Purpose:

The City of Auburn is dedicated to improving the quality and livability of Auburn's residential neighborhoods.

City Council adopted a Neighborhood Traffic Calming Program to assist residents and the City in developing solutions to speeding and other traffic safety concerns on residential streets. This program was implemented from 2007 through March 2020, when it was put on hold because of budget reductions due to the COVID-19 pandemic. This updated program will be implemented starting in January 2022.

This program is intended for residential neighborhoods, with implementation on streets classified as "local residential" and "residential collector". It is not intended for commercial/industrial areas or streets classified as "arterials", "non-residential collectors", "rural collectors", or "highways". It is also not intended for alleys.

"Traffic Calming reduces automobile speeds or volumes as a means of improving the quality of life in residential areas, increasing walking safety and making bicycling more comfortable."

(ITE definition, Traffic Engineering Handbook, 2016)

The objectives of the neighborhood traffic calming program are to:

- Reduce speeds in neighborhoods so that most cars regularly drive below or at the posted speed limit.
- Reduce speeds at locations such as intersections and roadway curves, to promote safety for vehicles, pedestrians, and cyclists.
- Discourage cut-through vehicle traffic between arterials, to encourage drivers to use arterials, which are designed for higher traffic volumes, instead of using local streets, which are intended for local access.
- Improve safety for all road users, especially pedestrians and cyclists.
- Educate residents through traffic safety awareness and outreach, which may include events to demonstrate perceived vs. actual speeds.
- Meet Auburn's equity goals with a proactive approach to ensure all neighborhoods are evaluated, regardless of whether complaints were received or not.
- Encourage residents to participate in the process through community outreach.

Tools to meet the program's objectives:

- **Education:**
 - Informational letters, including options for alternative language(s)
 - Neighborhood outreach and meeting(s) to discuss concerns and potential traffic calming approaches, when applicable
 - Temporary awareness signs as a localized safety campaign
 - Placement of the Police Speed Trailer, which indicates the vehicles speed and the posted speed limit
 - Temporary installation of Radar Speed Feedback Signs, which indicate the vehicles speed and posted speed limit (for classified streets only)
 - Social media outreach
 - Magazine articles
- **Enforcement:**
 - Police Emphasis Patrols - Speed study results are shared with the Police Traffic Unit to assist in guiding their enforcement activities
- **Engineering:**
 - Evaluation of best traffic calming treatment options for the neighborhood, to be implemented with available funding
 - Project design and cost estimate, including neighborhood feedback
 - Implementation as an annual capital project
- **Evaluation:**
 - Evaluation of results (community survey and/or data collection) post implementation.

Proactive and Areawide Approach

This program is intended to proactively identify and address traffic calming issues throughout complete neighborhood areas rather than waiting for issues to be reported at a spot location within a neighborhood. The intent is not to address each specific location where a complaint is received, but instead evaluate defined geographic neighborhood areas, one neighborhood area at a time, to ensure that traffic calming treatment measure(s) will not negatively affect neighboring streets. The intent is to ensure that roadways are used as intended, with arterials carrying most of the traffic, and local residential streets used primarily for local residential access, and residential collector streets used to connect local residential streets to arterials.

Individual complaints received will continue to be documented and will help inform the City of potential speeding issues. However, to implement a proactive approach, complaints will not be the only factor considered when determining which neighborhood area to further study and possibly implement traffic calming measures. This may mean longer delays in some complaints being evaluated and addressed. Prioritization of neighborhoods to address will be based on many factors and how much can be accomplished annually, based on staff availability and budget allocations, but the long-term result is expected to be a more successful program.

While a reactive (complaints driven) spot treatment approach may have limited success, a proactive, areawide approach tends to have more success in meeting the goals of a traffic calming program long term, based on nationwide studies and findings.

Localized Neighborhood Speeding Issues

Complaints are sometimes received regarding speeding in neighborhoods where nearly all of the traffic on the streets is residents or guests of the neighborhood itself. Examples of this scenario would be traffic on short cul-de-sac or dead-end roadways and in smaller neighborhoods with only a single connection from the local roadways to a collector or arterial roadway. Sometimes complaints are also received that specific residents within a neighborhood are speeding. These situations do not fall within the program goals to be both proactive and area wide. Program funds for engineering and construction of physical improvements will not be prioritized for these locations. The extents to which the program evaluates and takes action to address specific complaints for localized speeding issues will be based on the availability of program resources that are not already allocated towards non-localized traffic calming efforts. When resources are available, the program will address these situations on a case-by-case basis with the following:

1. Neighborhood education and outreach about traffic safety, including demonstration of perceived speed versus actual speed
2. Placement of temporary educational items such as temporary signs or speed trailer
3. Police outreach – officers can meet with a specific driver and talk about the importance of respecting travel speeds

If the localized neighborhood concerns persist after these efforts, the neighborhood could pursue physical traffic calming measures at its own cost, subject to City approval. In this case, the neighborhood would be responsible for all costs associated with the improvements and would need to hire a licensed engineer to design the improvements and prepare the project plans and a contractor licensed, insured, and bonded per City standards to construct them. The neighborhood or its contractor would be required to secure a construction permit from the City and provide affidavits from at least 51% of the neighborhood property owners that the improvements were desired and acknowledging that the City may remove and not re-construct the improvements at any time without compensation or reimbursement to the neighborhood. This scenario may be applicable if a neighborhood installs traffic calming measures and the City subsequently removes them with a street reconstruction project. The traffic calming measures would be subject to City standards and to City review and approval or denial through the construction permit process.

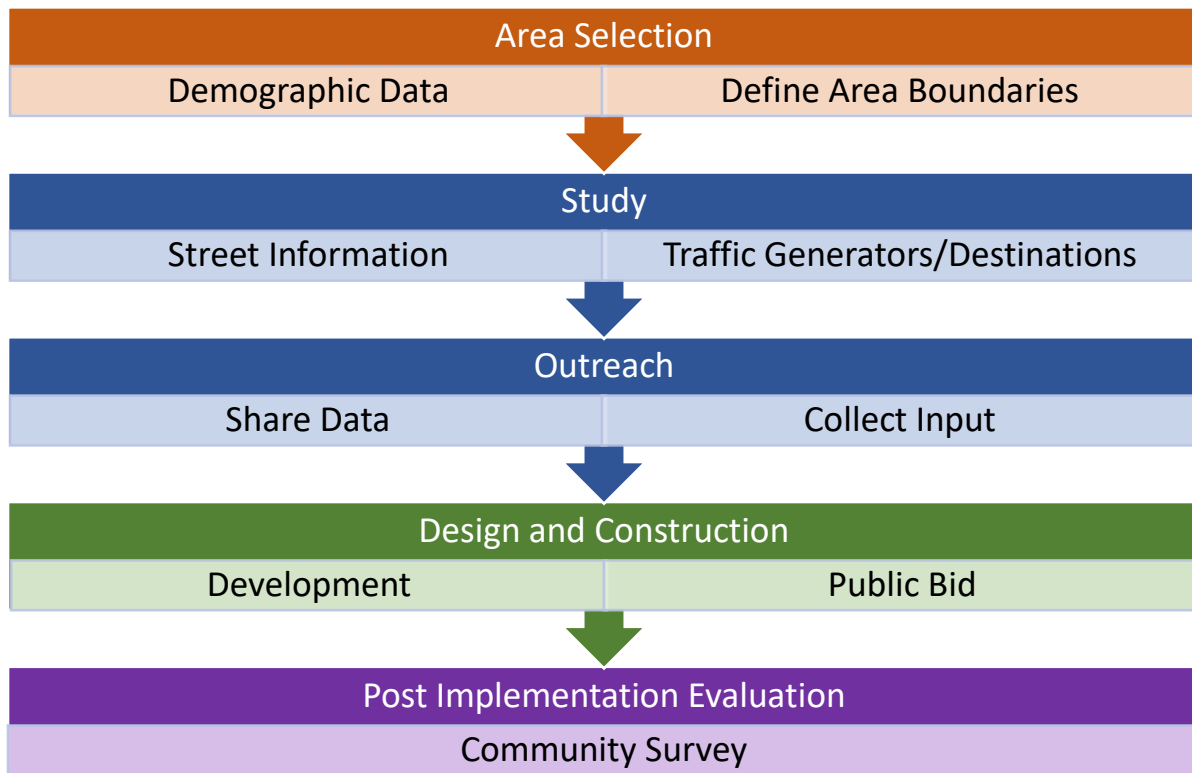
Funding

2022-24 Annual Budget (REET) for this program: \$50,000

2022-24 ARPA funds: \$200,000 per year

ARPA funds can only be used for projects or improvements within Qualified Census Tracts (QCT) as defined by HUD.

Non-Localized Traffic Calming Process



Area selection:

From 2022 to 2024, two (2) types of areas will be considered:

1. Qualified Census Tracts (QCT) using ARPA funds (\$200k/year)
2. Non- QCT (\$50k/year)

Staff will define study area boundaries based on street networks, school boundaries, and other characteristics that define a neighborhood area from a street network perspective. Equity Lens: Staff will review data such as Census demographic data, American Community Survey (ACS) demographic data, and school enrollment data to create a profile for the area with income, demographics, primary languages, and other information that can be helpful with community outreach and prioritization. Staff will also review existing data such as speed study results, complaints, and crashes to identify which areas to study first, as this data will indicate where we have documented issues and help us prioritize these locations.

Study:

Once an area has been defined the following data will be compiled and evaluated:

- Street Information within the Neighborhood:
 - Speed data (based on the 85th percentile)
 - Count data (Average Daily Trip (ADT))
 - Continuous sidewalks (one side, both sides, none?)
 - Lane width
 - On-street parking
 - Other elements such as vegetation, streetlights, street grade, etc.
- Traffic Generators/Destinations Within and Adjacent to the Neighborhood:
 - Public Schools
 - City Parks
 - Community Centers
 - Local retail destination (convenience store)
 - Health services

Outreach:

Once all the data is compiled and staff has completed an “existing conditions” report, staff will engage with the residents to gather input, feedback, concerns, and issues that residents identify in their area.

The first round of engagement will be focused on sharing the results of the data collection effort and collect input from the community to understand their specific concerns.

After this first round of engagement, staff will work internally on compiling a list of projects that could provide improvement, if any deficiencies or needs were identified. The project list will include a range of possible options to address the needs of the area, based on options from the traffic calming toolbox, but not limited to it. This list will be presented to the community via a second round of engagement, where community members can indicate which project(s) they think would be best in their area. Based on community feedback, budget, and feasibility, the City will choose a final project list.

Design and Construction

Once the list of locations and improvements are selected, a project will be established and administered through the City’s Engineering Capital Project team. The design and construction documents will be developed and then go through a public bid process to select a contractor who will build the improvements.

Schedule for 2022 - 2024:

	2022				2023				2024			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Project 1	Area Selection	Study & Outreach	Design & Outreach		Construction							
Project 2				Area Selection	Study & Outreach	Design & Outreach		Construction				
Project 3							Area Selection	Study & Outreach	Design & Outreach	Construction*		

* ARPA funded improvements must be under contract by 12/31/2024

Post-Implementation Evaluation

Within 1 year after traffic calming improvements are constructed, staff will survey neighborhood residents to evaluate if the residents felt that the project addressed the speeding concerns and if they did not, what concerns may persist. Based on this feedback, the City will determine if additional data should be collected and if modifications or additional traffic calming efforts should be prioritized and pursued.

Equity

To ensure affected populations are invited to learn about and help decide on the final projects, and to meet Title VI requirements, staff will research population data to ensure that outreach and education material is provided in the languages most spoken in the selected area, and research how to best engage with the residents. Material will also be made available in other languages as requested by residents.

Traffic Calming Toolbox

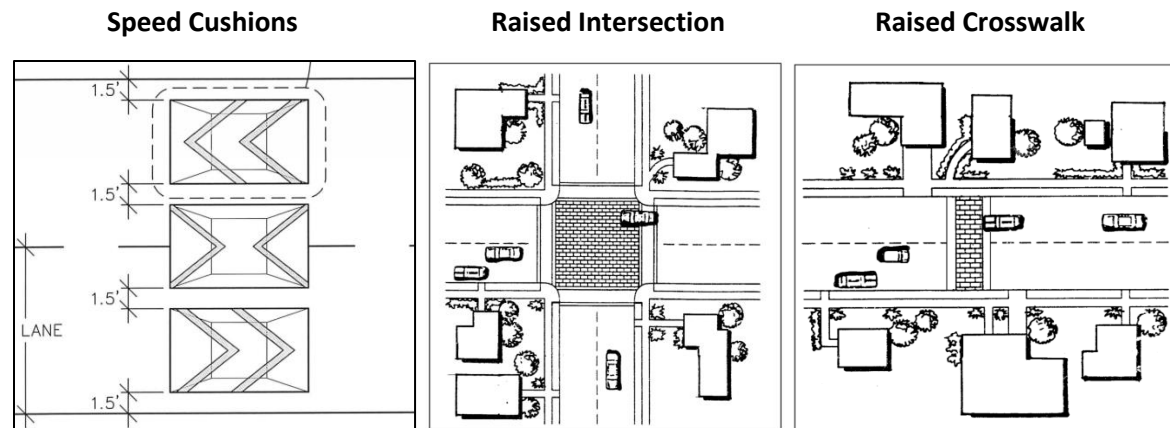
There are several types of traffic calming treatments available, each with a specific intent and impact to be considered before being selected. Some of these tools can be combined with others, based on community needs. The illustrations are concepts for reference only. There are many configurations possible for each tool. Other approaches may be considered. This list is not comprehensive.

Vertical Measures

Speed Cushions are raised installations that do not cross the whole roadway width but are approximately 1 to 2 ft apart and about 6 feet wide and 10 feet long, with a flat top (about 4 feet by 4 feet). They are designed to be most comfortable at a 25 to 30 MPH travel speed, and allow emergency vehicles to straddle them, to not slow them down in an emergency.

Raised Intersections are raised installations built within a whole intersection area, slowing traffic as it approaches the intersection, allowing more time to stop for pedestrians.

Other approaches can include **raised crosswalks**, which are raised crossing areas for pedestrians, and **textured pavement**, which is an installation of bricks, concrete pavers, stamped asphalt, or other material that provide a change in the roadway with a texture that potentially slow vehicles down.



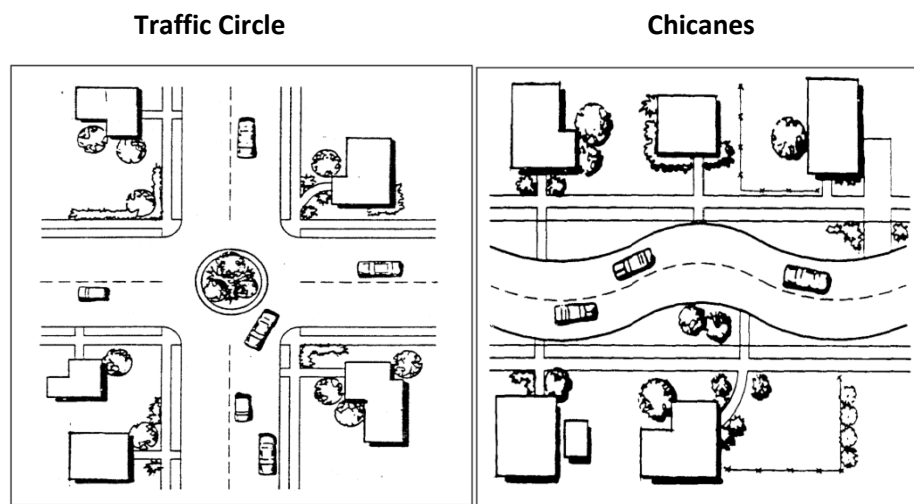
*Detail from City of Auburn
Construction Standards 2021*

*Illustrations from Traffic Calming:
State of the Practice ITE-FHWA, August 1999*

Horizontal Measures

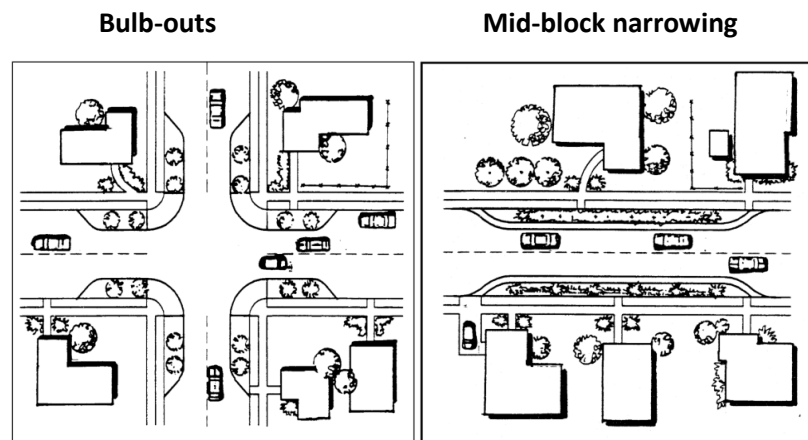
Traffic Circles or traffic calming circles are raised islands located in the center of an intersection, forcing drivers to slow down to drive around it. Depending on the area and design needs, some are built with mountable curb to allow large vehicles such as emergency vehicles, garbage collection trucks, school buses, and large delivery trucks to drive over a portion of it. The center of the traffic circle can be landscaped or not. These are not to be confused with roundabouts which are typically larger in size and installed at larger and higher volume intersections in place of a traffic signal.

Chicanes are curb extensions placed on each side of the street at an interval to form a S-shaped curve. This directs traffic to swerve and slow down to maneuver through the curves. Chicane design can include a protective bikeway, so that cyclists can continue along a straight path, away from motorists, while motorists must follow the curves.



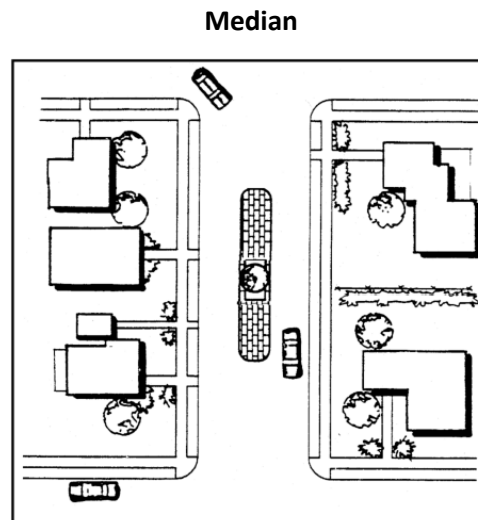
Illustrations from Traffic Calming: State of the Practice ITE-FHWA, August 1999

Narrowing means shortening the width of the street, to constrict the space. It can be constructed with crosswalks at intersections (with bulb-outs) or mid-block.



Illustrations from Traffic Calming: State of the Practice ITE-FHWA, August 1999

Medians are raised islands located in the center of the street, which narrows the width of the street at that location. Some medians include a crosswalk and provide a pedestrian refuge area between the two travel lanes.



Data Sources and References:

FHWA Traffic Calming ePrimer:

https://safety.fhwa.dot.gov/speedmgt/traffic_calm.cfm

ITE / FHWA Traffic Calming: State of the Practice, August 1999:

<https://safety.fhwa.dot.gov/saferjourney1/library/pdf/toolsintro.pdf>

EPA Environmental Justice Mapping Tool:

<https://ejscreen.epa.gov/mapper/>

Washington Office of Superintendent of Public Instruction (OSPI) for demographic data from student enrollment, and special programs.

<https://washingtonstatereportcard.ospi.k12.wa.us/>

United States Census Bureau:

<https://www.census.gov/>

American Community Survey:

<https://www.census.gov/programs-surveys/acs>

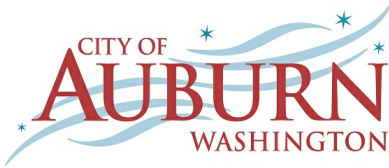
Temporary awareness signs as a localized safety campaign example:

Seattle Yard Signs:

<https://www.seattle.gov/visionzero/resources/yard-signs>

Intercity Transit (Olympia) Yard Signs:

<https://www.intercitytransit.com/yard-signs>



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5636 (Gaub)

Department:

Public Works

Attachments:

[Resolution No. 5636](#)

[Exhibit A \(SCATBd Agreement\)](#)

Date:

December 10, 2021

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5636.

Background for Motion:

City Council adopt Resolution No. 5636.

Resolution No. 5636 authorizes an agreement with neighboring cities to continue to participate on the South King County Transportation Board, SCATBd, through the end of 2023. The City's participation on this board provides the opportunity for the City to collaborate with other South King County jurisdictions on a variety of transportation topics, including grant funding.

Background Summary:

Resolution No. 5636 authorizes the Mayor to execute a new agreement with the SCATBd.

Reviewed by Council Committees:

Councilmember: Stearns

Staff: Gaub

Meeting Date: December 20, 2021

Item Number: RES.B

RESOLUTION NO. 5636

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE AN AGREEMENT WITH THE OTHER
JURISDICTIONS OF THE SOUTH COUNTY AREA
TRANSPORTATION BOARD

WHEREAS, The City of Auburn had entered into agreement with its neighboring cities and transportation related jurisdictions to address the cooperative inter-workings of the other jurisdictions on area transportation projects; and

WHEREAS, the entity through which these multi-agency agreements have been channeled has been the South County Area Transportation Board (SCATBd); and

WHEREAS, the purpose of such Agreements has been to recognize the SCATBd as the transportation board for the South King County area to share information, build consensus, and provide input on plans, programs, policies and priorities for countywide, regional, state and federal transportation decisions; and

WHEREAS, the participating jurisdictions have updated the current Agreement; and WHEREAS, it is appropriate to empower the Mayor to execute a new agreement on behalf of the City of Auburn.

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

Section 1. The Mayor is authorized to execute an Agreement with the South County Area Transportation Board, which Agreement shall be in substantial conformity with the Agreement attached hereto as Exhibit "A" and incorporated herein by this reference.

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

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

Dated and Signed this _____ day of _____, 2021.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

South County Area Transportation Board Agreement

Parties to Agreement

City of Algona
 City of Auburn
 City of Black Diamond
 City of Burien
 City of Covington
 City of Des Moines
 City of Enumclaw
 City of Federal Way
 City of Kent
 City of Maple Valley
 City of Milton
 City of Normandy Park
 City of Pacific
 City of Renton
 City of SeaTac
 City of Tukwila
 Muckleshoot Indian Tribe
 King County

Transmitted to parties for approval and signature on_____.

THIS AGREEMENT is made and entered into by and among the CITY OF ALGONA, hereafter called “Algona”; the CITY OF AUBURN, hereafter called “Auburn”; the CITY OF BLACK DIAMOND, hereafter called “Black Diamond”; the CITY OF BURIEN, hereafter called “Burien”; the CITY OF COVINGTON, hereafter called “Covington”; the CITY OF DES MOINES, hereafter called “Des Moines”; the CITY OF ENUMCLAW, hereafter called “Enumclaw”; the CITY OF FEDERAL WAY, hereafter called “Federal Way”; the CITY OF KENT, hereafter called “Kent”; the CITY OF MAPLE VALLEY, hereafter called “Maple Valley”; the CITY OF MILTON, hereafter called “Milton”; the CITY OF NORMANDY PARK, hereafter called “Normandy Park”; the CITY OF PACIFIC, hereafter called “Pacific”; the CITY OF RENTON, hereafter called “Renton”; the CITY OF SEATAC, hereafter called “SeaTac”; the CITY OF TUKWILA, hereafter called “Tukwila”; the MUCKLESHOOT INDIAN TRIBE; and KING COUNTY, a legal subdivision of the State of Washington, hereafter called “King County” as members of the South County Area Transportation Board.

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their citizens; and

WHEREAS, the South County Area Transportation Board has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects and programs for the south King County area;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1.0 Purpose of this Agreement

The purpose of this Agreement is to recognize the South County Area Transportation Board as the transportation board for the south King County area to share information, build consensus, and provide advice on plans, programs, policies and priorities for countywide, regional, state and federal transportation decisions.

2.0 Members and Voting

Members shall have full voting rights, limited voting rights or shall be non-voting members, as follows:

2.1 Members with Full Voting Rights: Only jurisdictions which are signatories to this agreement shall have full voting rights on all of the following issues before the South County Area Transportation Board, unless otherwise noted, including:

1. Administrative issues, such as additional members and use of dues.
2. Recommendations to Sound Transit on policies and capital and service plans and implementation.
3. Recommendations to King County on Metro Transit planning, development and implementation of products and services.
4. Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Transportation Policy Board.
5. Recommendations to WSDOT on policies, programs and projects.
6. Recommendations to the PSRC on plans, policies, programs and projects such as Transportation 2040 updates and regional funding policies, strategies or programs.
7. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
8. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2 Members with Limited Voting Rights: The South County Area Transportation Board may add members with limited voting rights on the issues such as those listed below by unanimous vote of the parties to this agreement in attendance at a regular meeting.

1. Recommendations to WSDOT on policies, programs and projects.
2. Recommendations to the PSRC on plans, policies, programs and projects such as Transportation 2040 updates and regional funding policies, strategies or programs.
3. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
4. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2(a) Such members and voting rights, if any, shall be listed in operating procedures to be adopted by the South County Area Transportation Board.

2.3 Non-Voting Members: The South County Area Transportation Board may add non-voting members by unanimous vote of the parties to this agreement in attendance at a regular meeting. The South County Area Transportation Board may remove non-voting members by a unanimous vote of the parties to the agreement at a regular meeting.

2.3(a) Such members shall be included in operating procedures to be adopted by the South County Area Transportation Board.

3.0 Representation and Conduct

3.1 Representation of city and county members shall be as follows:

Full Voting Members	Number of Representatives
City of Algona	1
City of Auburn	1
City of Black Diamond	1
City of Burien	1
City of Covington	1
City of Des Moines	1
City of Enumclaw	1
City of Federal Way	1
City of Kent	1
City of Maple Valley	1
City of Milton	1
City of Normandy Park	1
City of Pacific	1
City of Renton	1
City of SeaTac	1
City of Tukwila	1
Muckleshoot Indian Tribe	1
King County	3

3.2 Elected officials shall be appointed to the South County Area Transportation Board by their cities and counties for a one-year term. King County representation shall be a maximum of two Councilmembers and the King County Executive.

3.3 Each city or county participating member may appoint an alternate for a one-year term. Designated alternates may vote in place of designated voting representatives in the absence of the designated representative.

4.0 Operating Procedures

4.1 The South County Area Transportation Board shall adopt operating procedures to specify limited voting members and non-voting members, if any, dues for limited and non-voting members, if any, and operational issues such as election of officers, formation of subcommittees and rules of order. A chair and vice-chair shall be elected per the operating procedures and shall be responsible for setting meeting agenda, running meetings and any other activities identified in the operating procedures.

5.0 Lead Agency

5.1 King County will be the Lead Agency for receipt and disbursement of funds collected through annual dues, and general administrative and program support for the South County Area Transportation Board. King County assumes wage and benefit costs of its staff performing Lead Agency responsibilities to the extent that King County appropriates such funds. The Lead Agency, in its sole discretion, shall determine the level of staffing available based upon funding.

5.2 Lead Agency responsibilities may be limited to: maintaining the South County Area Transportation Board membership rosters and distribution lists; arranging for Board meetings, including

scheduling, agendas and rooms; collecting, administering and disbursing Board dues; providing Board meeting support to the chair and vice chair; attending Board meetings; and preparing Board meeting summaries.

6.0 Financing and Cost Sharing Guidelines

6.1 Yearly Dues: The South County Area Transportation Board members shall pay a minimum of \$100.00 per full voting representatives in annual dues to remain members in good standing. The Lead Agency will bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above \$100.00, and any dues required by limited or non-voting members, will be determined by the South County Area Transportation Board as prescribed in the operating procedures. Revenue from dues shall be used for special events, public education, or other expenses authorized by the South County Area Transportation Board. The designated Lead Agency shall not be required to pay yearly dues.

6.2 Annual Review of Financing: The South County Area Transportation Board shall determine by June 30 of each year whether additional annual dues above \$100.00 per voting representatives will be required of the South County Area Transportation Board member jurisdictions for the following year.

6.3 Additional financial contributions: If additional financial contributions beyond an increase in dues are determined to be necessary, costs shall be shared among all voting members, with an option for King County to recuse itself from further financial obligations. Recused members may not vote on determining the additional financial contribution or uses for the additional funds.

6.4 Modification to Agreement Required: If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.

7.0 Withdrawal of a Party from this Agreement

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to the chair of the South County Area Transportation Board at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to the South County Area Transportation Board and shall pay any dues required to be paid under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. All obligations other than dues cease upon withdrawal.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body of sufficient funds. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw from the Agreement.

8.0 Duration

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2023, provided that unless terminated earlier in accordance with Section 9.0, this

Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2024, and ending no later than December 31, 2025.

9.0 Termination

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 11.0.

10.0 Real and Personal Property

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 8.0 or 9.0, any personal property other than cash shall remain with the Lead Agency.

11.0 Return of Funds

At such time as this Agreement expires without being extended or revised, or is terminated in accordance with Section 9.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the total balance at the time of termination.

12.0 Filing

This Agreement shall be filed with the King County Department of Records and Elections.

13.0 Legal Relations

13.1 The parties shall comply with all applicable state and federal laws and regulations.

13.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

13.3 Each party shall defend, indemnify and hold harmless the other party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the first party, its contractor, and/or employees, agents, and representatives in performing the first party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive any immunity that, as respects the other party only, would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

13.4 The provisions of this Section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

14.0 Entirety and Modifications

14.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

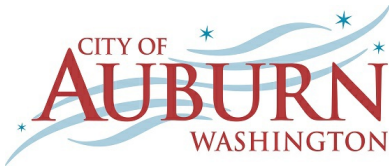
14.2 This Agreement may be modified or extended only by written instrument signed by all the parties hereto.

15.0 Counterparts

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original. For purposes of this Agreement, a duly authorized electronic signature constitutes an original signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature.

City of Algona By: _____ Date: _____	City of Auburn By: _____ Date: _____	City of Black Diamond By: _____ Date: _____
City of Burien By: _____ Date: _____	City of Covington By: _____ Date: _____	City of Des Moines By: _____ Date: _____
City of Federal Way By: _____ Date: _____	City of Kent By: _____ Date: _____	City of Maple Valley By: _____ Date: _____
City of Normandy Park By: _____ Date: _____	City of Pacific By: _____ Date: _____	City of Renton By: _____ Date: _____
City of SeaTac By: _____ Date: _____	City of Tukwila By: _____ Date: _____	Muckleshoot Indian Tribe By: _____ Date: _____
King County By: _____ Date: _____	City of Enumclaw By: _____ Date: _____	City of Milton By: _____ Date: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5637 (Comeau)

Date:

December 15, 2021

Department:

Legal

Attachments:

[Resolution No. 5637](#)

[COA MSRE Access and Utility Easement](#)

[Agreement](#)

[Resolution No. 5637 Easement Presentaton](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5637.

Background for Motion:

The City and MSRE have negotiated for a fair and just compensation of ONE HUNDRED EIGHTY SIX THOUSAND DOLLARS AND 00/100 (\$186,000) paid by MSRE Apartment, LLC, to the City of Auburn for the rights granted in the subject easements. The compensation agreed to by the parties is supported by an appraisal.

Background Summary:

The City owns real property that makes up a portion of the Safeway Parking Lot in downtown Auburn. MSRE Apartment, LLC has applied for permits to develop a mixed use project under the name of "Divine Court" at the site of the former Heritage Building. The development site is located adjacent to the City owned property. The Divine Court project will have onsite parking to service its tenants and residents, which can only be accessed by traveling across the City property. To fulfill a requirement of the Civil permit, Divine Court will install a fire service utility line that will connect to a City water main located on the City owned property. This fire service utility will supply water directly to the Divine Court property once completed. The fire service utility will be owned and maintained by MSRE. Thee aforementioned rights require an easement for their rights and use of the City property. An appraisal was conducted to determine the fair market value of the easement rights. City staff and MSRE have determined \$186,000 to be a fair and just compensation for the rights granted, an amount which is supported by the appraisal conducted.

Reviewed by Council Committees:**Councilmember:**

Meeting Date: December 20, 2021

Staff:

Item Number:

Comeau

RES.C

RESOLUTION NO. 5637

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT IN FAVOR OF MSRE APARTMENT, LLC FOR ACCESS AND FIRE SERVICE OVER, ACROSS, THROUGH AND UNDER CITY OWNED PROPERTY – PARCEL NUMBER 733140-0135

WHEREAS, the City of Auburn owns the real property legally described as:

PARCEL A, CITY OF AUBURN BOUNDARY LINE ADJUSTMENT NUMBER BLA13-0007 RECORDED UNDER RECORDING NUMBER 20131108900002 RECORDS OF KING COUNTY, WASHINGTON LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP21 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON;

TOGETHER WITH VACATED ADJOINING ALLEY PER CITY OF AUBURN ORDINANCE NUMBER 3200 UNDER RECORDING NUMBER 7711100780;

TOGETHER WITH VACATED ADJOINING ROAD AND ALLEY PER CITY OF AUBURN ORDINANCE NUMBER 6614 UNDER RECORDING NUMBER 20161010000262;

SITUATE IN CITY OF AUBURN, KING COUNTY, WASHINGTON.

also designated as King County parcel number 733140-0135, most commonly referred to as the City owned portion of the Safeway Parking Lot; and

WHEREAS, MSRE APARTMENT, LLC, owns adjacent real property legally described as:

THAT PORTION OF LOTS 3, 4 AND 5, RIVER VIEW ADDITION TO AUBURN, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 9 OF PLATS, PAGE 90, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS : BEGINNING AT A STONE MONUMENT ON THE CENTERLINE OF EAST MAIN STREET "FORMERLY FIRST STREET" WHICH IS A MORE WESTERLY OF TWO STONE MONUMENTS AT THE INTERSECTION OF EAST MAIN STREET "FORMERLY FIRST STREET" AND SOUTH "A" STREET "FORMERLY MAIN STREET" IN THE CITY OF AUBURN, BOTH OF WHICH ARE RECOGNIZED BY THE CITY OF AUBURN AS QUARTER CORNERS, THENCE NORTH 86°56'30" EAST 139.5 FEET ALONG THE CENTERLINE OF SAID EAST MAIN STREET, THENCE SOUTH 30.05 FEET TO THE TRUE POINT OF BEGINNING, WHICH POINT IS

SITUATED 6 INCHES WEST OF THE EAST SIDE OF THE EAST WALL OF THE ADIE BUILDING, THENCE SOUTH PARALLEL TO SAID EAST WALL 100 FEET; THENCE NORTH 86°56'30" EAST PARALLEL TO THE CENTERLINE OF SAID EAST MAIN STREET, 120 FEET; THENCE NORTH PARALLEL TO THE EAST WALL OF SAID ADIE BUILDING 100 FEET; THENCE SOUTH 86°56'30" WEST ALONG THE PROPERTY LINE 30 FEET SOUTH OF THE CENTERLINE OF EAST MAIN STREET, 120 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COTY OF AUBURN, COUNTY OF KING, STATE OF WASHINGTON.

also designated as King County parcel number 733140-0055;

WHEREAS, MSRE APARTMENT, LLC, requests the rights of 1) access, 2) parking for the purpose of loading and unloading of parcels, and 3) a fire service easement over, across, through and under the City owned property to service the MSRE owned property;

WHEREAS, MSRE Apartment, LLC has agreed to pay to the City of Auburn compensation in the amount of ONE HUNDRED EIGHT SIX THOUSAND DOLLARS AND NO CENTS (\$186,000), for the rights granted in this easement, an amount reflective of the fair market value of easement rights and acceptable to the City;

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

Section 1. The Mayor is authorized to execute an Easement Agreement in favor of MSRE Apartment LLC, which easement will be in substantial conformity with the easement agreement attached.

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:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

City of Auburn
25 W Main
Auburn, WA 98001
ATTN: Josh Arndt

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

Document Title: Easement Agreement
Grantor: City of Auburn, a Washington municipal corporation
Grantee: MSRE Apartment, LLC, a Washington limited liability company
Tax Parcel ID Numbers: 733140-0135
Q-S-T-R of burdened property: SW-18-21-5
Full Legal Descriptions Located: Exhibits A, B and C

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2021 (the “Effective Date”), by and between City of Auburn, a Washington municipal corporation (“Grantor”), and MSRE Apartment, LLC, a Washington limited liability company (“Grantee”).

RECITALS

A. Grantor is the owner of real property more particularly described and depicted in **Exhibit A**, attached hereto and incorporated herein by reference (“Grantor Property”).

B. Grantee is the owner of real property more particularly described and depicted in **Exhibit B**, attached hereto and incorporated herein by reference (“Grantee Property”)

C. In connection with the proposed development of the Grantee Property, Grantor has agreed to sell and grant the following easements to Grantee over the Grantor Property in exchange for ONE HUNDRED AND EIGHTY SIX THOUSAND DOLLARS (\$186,000): one for vehicular ingress and egress from Grantee’s Property through the drive aisles of the parking lot comprising the Grantor Property to an adjoining public street, and the other a non-exclusive Fire Service

Easement to install and maintain a fire line water facility in that area of the Grantor's property described and depicted in **Exhibit C**, attached hereto, both upon the terms and conditions set forth in this Agreement. The size, shape, and location of each such easement is herein called the "Easement Areas".

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Grant of Access Easement. Grantor, on behalf of Grantor and Grantor's successors and assigns, hereby grants and conveys to Grantee a perpetual non-exclusive easement over, across, and through the drive aisles of the parking lot on Grantor's Property (**Exhibit A**) solely for purposes of vehicular access to Grantee's Property to and from an adjoining public street (the "Access Easement Area"). Grantor reserves the right in its sole and absolute discretion to relocate, remove, or add to the number of ingress/egress points of access to and from a public street, and control, amend, alter, direct, or redirect the flow and direction of vehicular traffic and drive aisles on Grantor's Property provided that, with the exception of what may currently exist at the execution of this Agreement, the revised Access Easement Area shall meet all applicable governing code requirements for legal drive aisles, the Access Easement Area shall maintain a minimum clear height of 12 feet and the revised Access Easement Area shall provide Grantee with functional access to Grantee's Property. Grantor is responsible, at its sole cost and discretion, for the maintenance, reconfiguration, repair, replacement and care (together "Work") to the surface and subsurface of the Grantor's property located within the Access Easement Area. The Grantor has full discretion and authority as to the type of surface, manner of repair, and manner of replacement of the surface and subsurface used or placed upon Grantor's property, and all other aspects of any Work performed in the Access Easement Area. Grantee acknowledges that the Work may result in blocked access to the Access Easement Area for those periods of time reasonably required to accomplish the Work. Grantor will make all reasonable accommodations to protect, maintain and minimize interruption of access to the Grantee's property while conducting its Work, including providing for an alternative route to the extent possible. Grantee shall reimburse Grantor for the reasonable cost to repair any damage to the Access Easement Area specifically caused by Grantee, its employees, contractors or agents. If Grantee fails to do so within ninety (90) days of notice by Grantor, which shall include reasonable supporting documentation, the unpaid amount for such repair shall be secured by a continuing consensual lien on the dominant estate for the benefit of Grantor.

In exercising Grantee's right of ingress and egress over, across and through the Access Easement Area, Grantee will make all reasonable accommodations to minimize interruption of and protect and maintain access by the public, if the Area is open to the public. Grantee shall diligently remove or cause to have removed any obstructions to vehicular travel in the Access Easement Area caused by Grantee or Grantee's employees, contractors, agents, licensees, lessees, or guests ("Grantee's guests" is defined as any individual, or individuals living, visiting, or working in, at, or on Grantee's Property).

2. Fire Service Easement. Grantor, on behalf of Grantor and Grantor's successors and assigns, hereby grants and conveys to Grantee a, perpetual nonexclusive easement under, over, through and across Grantor's property for the purpose of laying, maintaining, and installing a fire line water facility (the "Fire Service Facility") upon that portion of Grantor's Property located five feet on either side of the centerline of the Fire Service Facility, more specifically described and depicted in **Exhibit C** (the "Fire Service Easement Area").

Grantor additionally grants to the Grantee, the use of such additional area immediately adjacent to the Fire Line Easement Area as shall be required for the construction, maintenance and operation of said fire line facilities, provided Grantee shall use reasonable efforts to not block, restrict or impeded access or full use of the Grantor's property. The use of such additional area shall be held to a reasonable minimum and in the case of any damage or disruption of Grantor's Property, the Grantee shall return the property to a condition reasonably comparable to its condition as it existed immediately before entry and/or work was performed by the Grantee or its agents.

Grantee shall coordinate all construction, maintenance and similar activities in the Fire Line Easement Area with Grantor so as to minimize disruption to the public's access over the Easement Area

3. Conditions of Easements. The Easements are granted subject to and conditioned upon the following terms, conditions, and covenants which the parties, their agents, tenants, successors and assigns, agree to fully observe and perform:

3.1 Rights of Easement. Grantee, its agents, contractors, subcontractors and their respective successors and assigns, shall have the use of the Easement Areas for the purposes identified in Section 1 and 2 above, and shall have the right to use abutting land adjoining the Easement Areas when necessary for the fulfilment of Grantee's purposes described in Section 3. Grantee shall, at all times, leave intact all security facilities around the Grantor Property (if any) and shall, upon entering and leaving the Grantor Property, secure all gates, fences, and other security facilities against intrusion by third parties (if and when applicable). No such security facilities shall impede Grantee's use of the Easement Areas.

3.2 Permissible Use. Grantee agrees it will use the Easement Areas only for purposes set forth in this Agreement.

3.3 Improvements and Activities. Except with respect to the Fire Line Facility, any Improvements constructed in the Easement Areas shall be owned by Grantor, and the expense of installation and construction of any improvements to the Grantor's property (the "Parking Lot Improvements") from time to time shall be paid by Grantor. Grantee shall neither construct, erect, or install any improvements or structures within the Access Easement Area, nor have any obligations or expense with respect to any Parking Lot Improvements.

3.4 Retained Rights. In addition to those specific rights reserved in Sections 1 and 2 above, Grantor shall have all rights to the Easement Area(s) not granted hereby. Without limiting the foregoing, Grantor shall have all rights, except for the rights that have been explicitly

given to Grantee in this Agreement, to enter, cross and occupy the Easement Areas, to permit the public to do so, and to construct driveways and walk-ways and other Parking Lot Improvements there on which are consistent with the rights granted Grantee hereunder.

3.5 Assignment and Successors. The rights and obligations of the parties set forth in this Agreement shall inure to the benefit of, and shall be binding upon, their respective successors and assigns.

4. Indemnification. Grantee, its successors and assigns, releases, covenants and agrees to defend, indemnify and hold harmless Grantor and Grantor's officers, employees, representatives, agents, successors and assigns (hereinafter collectively the "Indemnitees") from all claims, losses, expenses, liens (including, without limitation, liens or claims for services rendered for labor or materials furnished), encumbrances, liabilities, penalties, judgments, settlements, fines, damages, environmental response and cleanup costs, actions (civil, criminal or administrative), and costs, including without limitation, attorney's fees, court costs, consultant fees, expert fees and other litigation-related expenses, brought against, imposed upon, suffered by or paid by Grantor and arising out of or in connection with or resulting from, indirectly or directly, the use by Grantee, its agents, employees, tenants, contractors, invitees, and successors and assigns of the easement areas defined throughout this Agreement.

5. Automatic Easement Termination. The rights granted within this easement are specific to the development and construction of the improvements as permitted by the City of Auburn under building permit **BLD19-0154**. Upon the building being demolished, this Agreement and all rights and privileges granted within this Agreement will automatically terminate. Notwithstanding the foregoing, the rights granted herein shall not terminate if the improvements are damaged or destroyed by earthquake, fire or other casualty and Grantee or its successor diligently commence and pursue reconstruction or replacement of the improvements within a commercially reasonable period of time and in compliance with then applicable codes and ordinances.

6. General Provisions. The following general provisions shall apply with respect to this Agreement:

6.1 Successors and Assigns. The rights and obligations created pursuant to this Agreement shall bind all subsequent owners of the Grantor and Grantee's Property, as described in **Exhibits A & B**.

6.2 Running Covenants. The terms, and conditions, covenants and easements in this Agreement shall be deemed to be covenants running with the land and shall inure to and be binding upon the successors, assigns, heirs, and personal representatives of all the parties.

6.3 Legal Construction. This easement agreement will not be construed more or less favorably between the Parties by reason of authorship as both Parties had an opportunity to have the document reviewed by their counsel. This agreement may be executed in duplicate original counterparts and all copies of this agreement so executed shall be deemed to be one agreement.

6.4 Entire Agreement; Modifications. This Agreement represents the entire understanding between the parties with respect to the transactions contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision in this Agreement may be waived, modified, amended, discharged, or terminated, except by an instrument in writing signed by both parties and then, only to the extent set forth in such instrument.

6.5 Notices. Any notice required or permitted to be delivered under this Agreement shall be in writing and shall be validly given and made to another party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing. If such notice is personally delivered, it shall be deemed given and received at the time of such delivery. If such notice is delivered by UPS, Federal Express, or other overnight delivery service of recognized standing, it shall be deemed given one (1) business day after the deposit with such delivery service. Each such notice shall be deemed given only if properly addressed to the party to whom such notice is given, as follows:

If to Grantor:	City of Auburn City Attorney's Office Auburn, Washington 98001 Attn: City Attorney Email: N/A Phone: (253) 804 3108
----------------	--

If to Grantee:	MSRE Apartments, LLC 334 Wells Avenue S., Suite G Renton, Washington 98057 Attn: Melina Lin Email: melina@ms-apartment.com Phone: (206) 686-9886
----------------	---

By giving to the other party at least fifteen (15) days written notice, the parties to this Agreement and their respective successors and assigns shall have the right from time to time and at any time to change their respective address and each shall have the right to specify as its address any other address.

7.6 Severability. If one or more of the provisions of this Agreement, or its application, is determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or any other application shall in no way be affected or impaired.

7.7 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

7.8 Recording. Grantee shall, at its expense, record this easement agreement with the King County Recorder. After this agreement is recorded, Grantee shall provide Grantor with a copy of the recorded easement agreement.

7.9 Attorneys' Fees. If either party shall bring suit to enforce or interpret this Agreement and a judgment is entered, the substantially prevailing party shall be paid its attorneys' fees by the other party, and all costs and expenses in connection with such suit shall also be paid to the substantially prevailing party, which sum shall be included in any such judgment or decree. Such attorneys' fees and expenses shall include those incurred before, during and after trial, including those related to any appeal.

GRANTOR:

CITY OF AUBURN, a Washington municipal corporation

By: _____
Name: Nancy Backus, Mayor

GRANTEE:

MSRE Apartments, LLC, a Washington limited liability company

By: _____
Melina Lin, Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of June, I certify that I know or have satisfactory evidence that Melina Lin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Manager of MSRE Apartments, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

Printed Name: _____
Notary Public in and for the State of Washington
residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of February, I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of the City of Auburn, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

Printed Name: _____
Notary Public in and for the State of Washington
residing at _____
My commission expires: _____

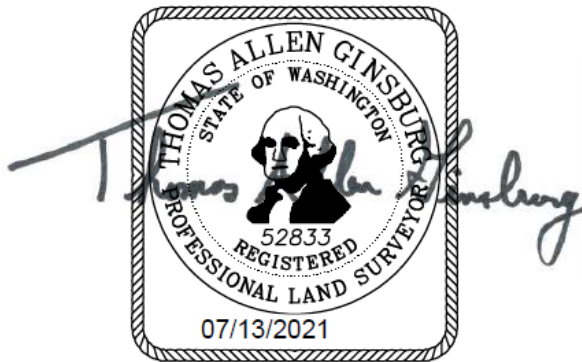
**EXHIBIT A
GRANTOR PROPERTY**

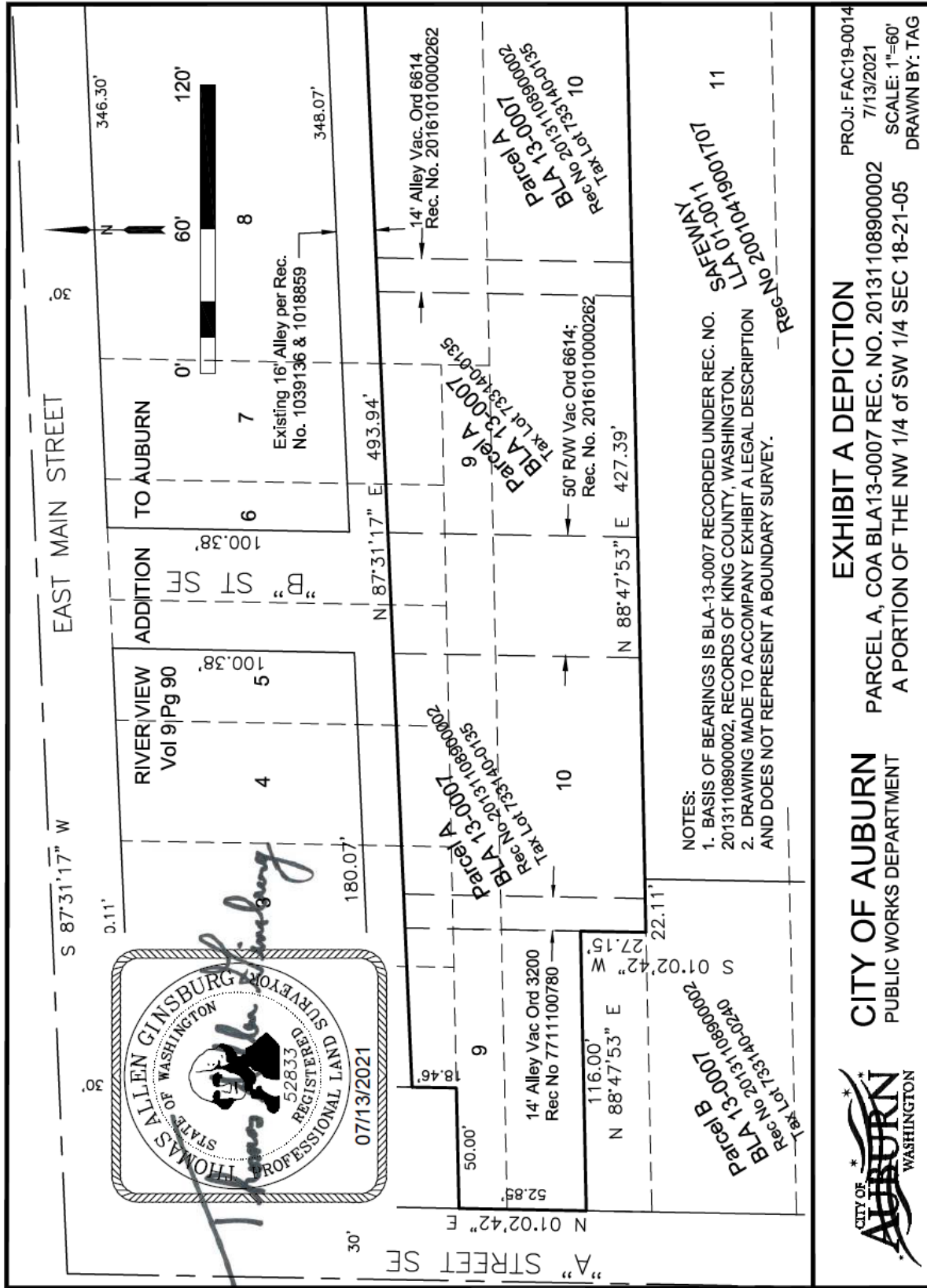
PARCEL A, CITY OF AUBURN BOUNDARY LINE ADJUSTMENT NUMBER BLA13-0007 RECORDED UNDER RECORDING NUMBER 20131108900002 RECORDS OF KING COUNTY, WASHINGTON LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 21 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON;

TOGETHER WITH VACATED ADJOINING ALLEY PER CITY OF AUBURN ORDINANCE NUMBER 3200 UNDER RECORDING NUMBER 7711100780;

TOGETHER WITH VACATED ADJOINING ROAD AND ALLEY PER CITY OF AUBURN ORDINANCE NUMBER 6614 UNDER RECORDING NUMBER 20161010000262;

SITUATE IN CITY OF AUBURN, KING COUNTY, WASHINGTON.





CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT A DEPICTION
PARCEL A, COA BLA13-0007 REC. NO. 20131108900002
A PORTION OF THE NW 1/4 of SW 1/4 SEC 18-21-05

PROJ: FAC19-0014
7/13/2021
SCALE: 1"=60'
DRAWN BY: TAG

EXHIBIT B
GRANTEE PROPERTY

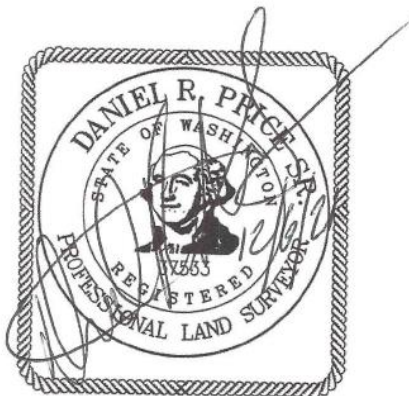
LEGAL DESCRIPTION

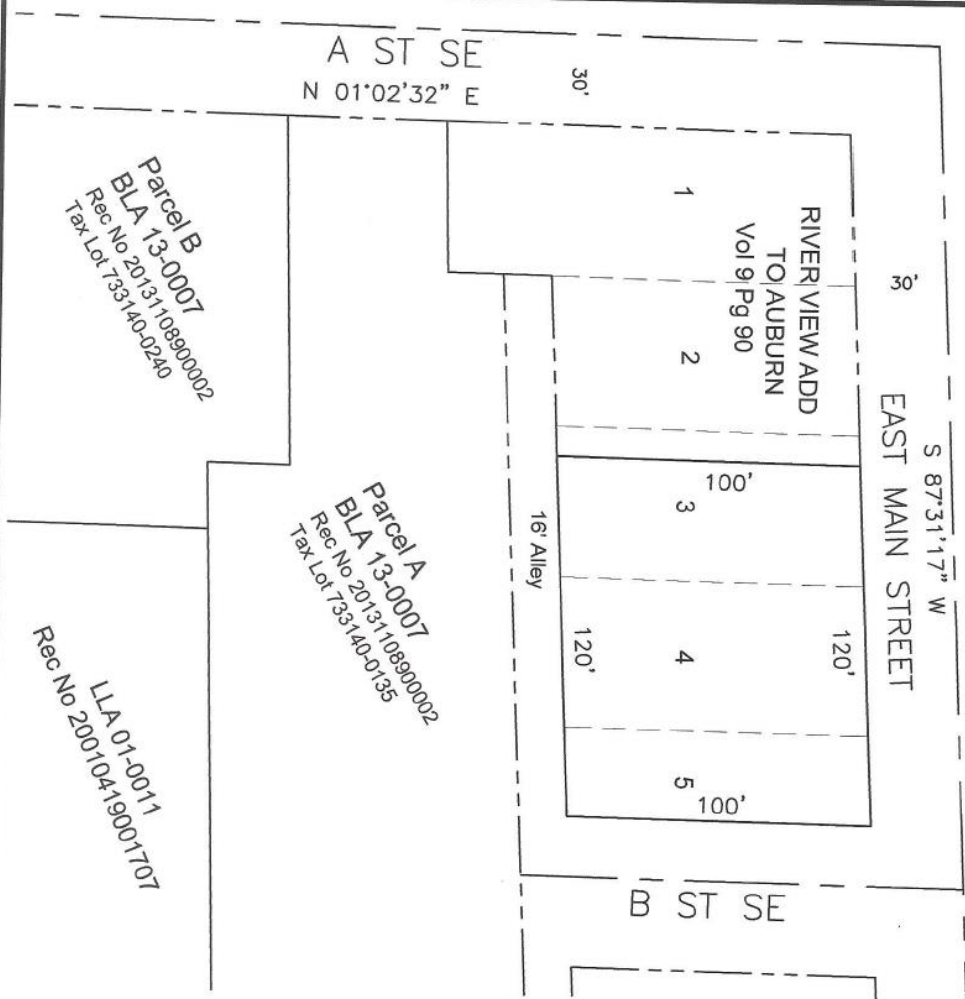
THAT PORTION OF LOTS 3, 4 AND 5, RIVER VIEW ADDITION TO AUBURN, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 9 OF PLATS, PAGE 90, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS :

BEGINNING AT A STONE MONUMENT ON THE CENTERLINE OF EAST MAIN STREET "FORMERLY FIRST STREET" WHICH IS A MORE WESTERLY OF TWO STONE MONUMENTS AT THE INTERSECTION OF EAST MAIN STREET "FORMERLY FIRST STREET" AND SOUTH "A" STREET "FORMERLY MAIN STREET" IN THE CITY OF AUBURN, BOTH OF WHICH ARE RECOGNIZED BY THE CITY OF AUBURN AS QUARTER CORNERS, THENCE NORTH $86^{\circ}56'30''$ EAST 139.5 FEET ALONG THE CENTERLINE OF SAID EAST MAIN STREET, THENCE SOUTH 30.05 FEET TO THE TRUE POINT OF BEGINNING, WHICH POINT IS SITUATED 6 INCHES WEST OF THE EAST SIDE OF THE EAST WALL OF THE ADIE BUILDING, THENCE SOUTH PARALLEL TO SAID EAST WALL 100 FEET; THENCE NORTH $86^{\circ}56'30''$ EAST PARALLEL TO THE CENTERLINE OF SAID EAST MAIN STREET, 120 FEET; THENCE NORTH PARALLEL TO THE EAST WALL OF SAID ADIE BUILDING 100 FEET; THENCE SOUTH $86^{\circ}56'30''$ WEST ALONG THE PROPERTY LINE 30 FEET SOUTH OF THE CENTERLINE OF EAST MAIN STREET, 120 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF AUBURN, COUNTY OF KING, STATE OF WASHINGTON

(LEGAL DESCRIPTION FROM FIRST AMERICAN TITLE INSURANCE COMPANY ALTA COMMITMENT FILE NO. NCS-943856-WA1 DATED JANUARY 16, 2019)





- NOTES:
1. BASIS OF BEARINGS IS SOUTH 01°02'32" WEST, BEING THE MONUMENTED CENTERLINE OF A STREET SE.
 2. DRAWING MADE TO ACCOMPANY EXHIBIT B LEGAL DESCRIPTION AND DOES NOT REPRESENT A BOUNDARY SURVEY.

EXHIBIT B DEPICTION
GRANTEE PROPERTY
A PORTION OF THE NW 1/4 of SW 1/4 SEC 18-21-05



DWN. BY SCALE
DRP 1"=60' 6 DEC 2021

DAN PRICE LAND SURVEYING
17923 52ND AVE E. #B
TACOMA, WA 98446
CELL (253) 377-7647

EXHIBIT C
FIRE SERVICE EASEMENT AREA

LEGAL DESCRIPTION

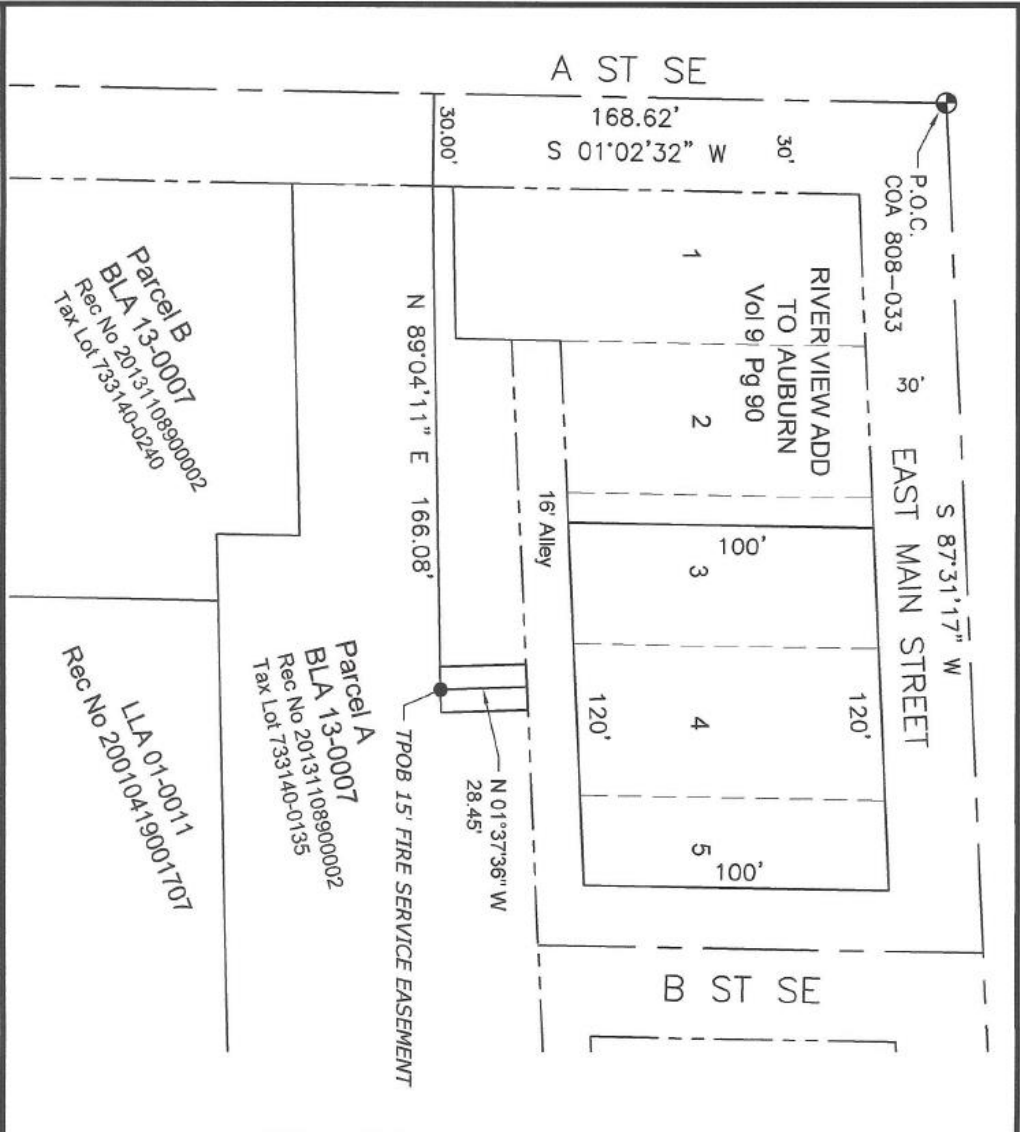
THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18,
TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., CITY OF AUBURN, KING COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS :

COMMENCING AT THE MONUMENTED INTERSECTION OF EAST MAIN STREET AND A STREET
SOUTHEAST, A MONUMENT BEING KNOWN AS AUBURN GPS 127 AND CITY OF AUBURN CONTROL
POINT 808-033; THENCE ALONG THE MONUMENTED CENTERLINE OF A STREET SOUTHEAST, SOUTH
01°02'32" WEST A DISTANCE OF 168.62 FEET; THENCE SOUTH 88°57'28" EAST A DISTANCE OF 30.00
FEET TO THE EAST RIGHT OF WAY MARGIN OF SAID STREET; THENCE NORTH 89°04'11" EAST, A
DISTANCE OF 166.08 FEET TO THE TRUE POINT OF BEGINNING OF A FIRE SERVICE EASEMENT 15 FEET IN
WIDTH BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: THENCE NORTH
01°37'36" WEST A DISTANCE OF 28.45 FEET TO THE NORTH LINE OF PARCEL A, CITY OF AUBURN
BOUNDARY LINE ADJUSTMENT NUMBER BLA13-0007 RECORDED UNDER RECORDING NUMBER
20131108900002 AND THE TERMINUS OF SAID CENTERLINE.

SIDELINES OF SAID EASEMENT TO BE LENGTHENED OR SHORTENED TO INTERSECT BOUNDARY LINES.

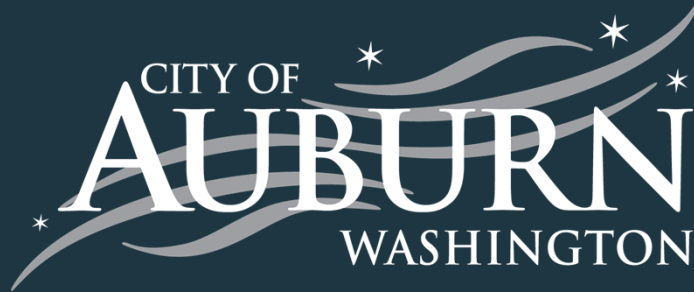
THIS EASEMENT DESCRIPTION CONTAINS AN AREA OF 427 SQ. FT., MORE OR LESS.





DWN. BY DRP	SCALE 1"=60'	6 DEC 2021
----------------	-----------------	------------

DAN PRICE LAND SURVEYING
17923 52ND AVE E. #B
TACOMA, WA 98446
CELL (253) 377-7647



MSRE APARTMENT, LLC / CITY OF AUBURN

EASEMENT OVER, ACROSS, THROUGH AND UNDER
CITY OF AUBURN PARCEL 733140-0135
RESOLUTION 5637

Josh Arndt - Legal Department

AUBURN VALUES

S E R V I C E
E N V I R O N M E N T
E C O N O M Y
C H A R A C T E R
S U S T A I N A B I L I T Y
W E L L N E S S
C E L E B R A T I O N

LOCATION OF THE PROPERTIES

- MSRE Property - Red
- City Property - Blue



SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

PURPOSE OF THE EASEMENT

- 1. Access onto and across the City owned property between a public street to MSRE property**
- 2. Installing and maintaining a Fire Service Utility for the benefit of the MRSE property**

EASEMENT VALUE

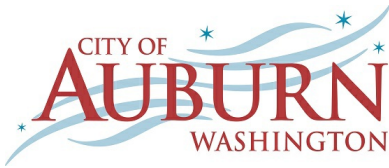
- MSRE to pay City of Auburn \$186,000 for the rights granted in the easement
- Value is reflective of a Fair Market Appraisal

JOSH ARNDT
REAL ESTATE MANAGER
JARNDT@AUBURNWA.GOV
253.288.4325

Legal Department

**AUBURN
VALUES**

S E R V I C E
E N V I R O N M E N T
E C O N O M Y
C H A R A C T E R
S U S T A I N A B I L I T Y
W E L L N E S S
C E L E B R A T I O N



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5638 (Martinson)

Date:

December 14, 2021

Department:

Human Resources

Attachments:

[Resolution No. 5638](#)

[Exhibit A](#)

[Exhibit B](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5638.

Background for Motion:

This Resolution will authorize the extension of the King County District Court Lease Agreement with the City for 90 days.

Background Summary:

Resolution No. 5638 authorizes the extension of the King County District Court Lease Agreement with the City for 90 days.

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

Martinson

Meeting Date: December 20, 2021

Item Number: RES.D

RESOLUTION NO. 5638

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO
SIGN AN AMENDMENT TO THE CITY'S OFFICE SPACE
LEASE AGREEMENT WITH KING COUNTY

WHEREAS, in 2012 the City and King County (County) entered an Office Space Lease Agreement (Lease), where County leased City real property located at 340 East Main Street to operate a King County District Court facility. The Lease term expires on December 31, 2021. A copy of the Lease is attached as Exhibit A to this Resolution;

WHEREAS, the Lease parties intend to negotiate a long term renewal of the Lease, but recent County staffing issues are preventing this negotiation in advance of the Lease's upcoming term expiration;

WHEREAS, the Lease parties seek to temporarily extend the Lease term for 90 days to allow the County's staffing issues to resolve and to enable the Lease parties to renew the lease for a longer term; and

WHEREAS, the Lease provides that the parties may amend it by written agreement. A proposed Lease amendment to accomplish the parties' intended 90 day lease extension is attached as Exhibit B to this Resolution.

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

Section 1. The Mayor is hereby authorized to sign the 1st Amendment to Office Space Lease Agreement, attached as Exhibit B to this Resolution;

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

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

Dated and Signed this _____ day of _____, 2021.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

OFFICE SPACE LEASE AGREEMENT

Lease agreement by and between:

LESSOR: City of Auburn
25 West Main Street,
Auburn, WA 98001, hereinafter "LESSOR", and

LESSEE: King County
Real Estate Services
ADM-ES-0830
500 Fourth Avenue, Room 830
Seattle, WA 98104-2337
and
King County
District Court
516 Third Ave. S., Room W1034
Seattle, WA. 98104, hereinafter "LESSEE."

Collectively, the LESSOR and the LESSEE are referred to as the "Parties."

IN AND FOR CONSIDERATION of the mutual benefits to each party, subject to the terms and conditions below, LESSOR leases to LESSEE, and LESSEE leases from LESSOR, a portion of the premises located at 340 East Main St, Auburn, Washington. The lease premises is approximately 12,400 square feet of space indicated on the Floor Plan in Exhibit "A", located at 340 E Main St, Auburn Washington (hereafter, the "Premises"). Said lease agreement (hereafter, the "Lease") is subject to the terms, covenants, and conditions stated herein and the LESSEE covenants as a material part of the consideration to this Lease to keep and perform each and all of said terms, covenants, and conditions by it to be kept and performed and that this Lease is made upon the condition of said performance.

TERMS AND CONDITIONS

1. **Term.** The term of this Lease shall commence on the latest date of execution of this Lease by the Parties and end on December 31, 2016, with the option of a 5-year extension from January 1, 2017 through December 31, 2021 subject to prior written notice from LESSEE to LESSOR confirming LESSEE'S exercise of said option.

2. **Rent.** As consideration for this Lease in lieu of payment of rent the LESSEE covenants and agrees to operate a District Court pursuant to the terms and conditions outlined between the Parties as provided in Auburn Municipal Resolution 4833, attached hereto as Exhibit B and incorporated herein by this reference

3. **Utilities.** LESSOR shall furnish all utilities including trash disposal to the

Premises, at LESSOR'S expense, during the term of this Lease.

4. **Maintenance.** LESSOR shall maintain the Premises in reasonable condition during the term of this Lease, at LESSOR'S expense, including maintenance, repair and replacement of the structure, operating systems, furniture, fixtures and equipment and provision of janitorial service to the Premises.

4. **Possession/Use.** LESSEE shall use the Premises only for the direct purpose of operating the King County District Court (hereafter, the "Permitted Use"). LESSEE shall comply with all federal, state, and local laws, rules, ordinances, and codes affecting their use of the Premises.

5. **Assignment and Sublease.** LESSEE shall not assign this Lease or sublet the Premises without LESSOR's written consent.

6. **Remodeling and Alterations.** The LESSEE may not remodel or refurbish the Premises in any way without receiving the written consent of the LESSOR. The LESSEE may install such cabinets, shelves, counters, desks, screening equipment, etc. as may be reasonably necessary for the Permitted Use. The installation shall be done in a manner that minimizes any damage to the Premises. Upon termination of this Lease, LESSEE shall remove all cabinets, shelves, counters, and desks from the Premises, and shall promptly repair any nail or screw holes or other damage to the Premises resulting from the installation and removal of the same. All such repairs shall be of first-class workmanship in the reasonable opinion of LESSOR..

7. **Condition of Premises.** LESSEE has inspected the Premises and any equipment, appliances, and fixtures which are included as part of the Premises, and accept them in "as is" condition. LESSEE acknowledges that LESSOR has made no representation or warranty concerning the condition of the Premises, or any appliances or fixtures. LESSEE has the right to use all equipment, appliances, furniture and fixtures which are included as part of the Premises provided that such use shall conform to commercially reasonable use, normal wear and tear excepted. LESSOR shall be responsible for maintaining the sidewalk and doorway in front of the Premises, keeping it clear of debris, snow and ice.

8. **Repairs.** By occupying the Premises, LESSEE shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. LESSEE shall be responsible for maintenance and repair of LESSEE'S personal property at LESSEE'S expense. LESSEE shall upon the expiration or sooner termination of this Lease hereof surrender the Premises to the LESSOR in good condition, ordinary wear and tear and damage from causes beyond the reasonable control of LESSEE excepted. LESSEE may reasonably make repairs at LESSOR's expense with LESSOR's prior written approval which expense LESSOR shall reimburse to LESSEE.

Notwithstanding the provisions of this paragraph 8, LESSOR'S obligation to repair and maintain the structural portions of the building in which the Premises are

located shall include the plumbing, HVAC and electrical systems, except repairs that are caused by any act or omission of any duty by the LESSEE, its agents, servants, employees or invitees, in which case LESSEE shall pay to LESSOR the reasonable cost of such maintenance and repairs.

9. **Indemnity and Hold Harmless.** LESSEE agrees to indemnify and hold LESSOR harmless as provided herein to the maximum extent possible under law. Accordingly, LESSEE agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless LESSOR, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, causes of action and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to LESSEE'S exercise of rights and privileges granted by this Lease, except to the extent of LESSOR'S negligence.

LESSOR agrees to indemnify and hold LESSEE harmless as provided herein to the maximum extent possible under law. Accordingly, LESSOR agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless LESSEE, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, causes of action and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to LESSOR'S exercise of rights and privileges granted by this Lease, except to the extent of LESSEE'S negligence.

Where such claims, demands, suits, and judgments result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's negligence. Each of the Parties agrees that its obligations under this paragraph 9 extend to any claim, demand, cause of action and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Party's only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that any of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorney fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's negligence.

10. **Insurance.** LESSEE shall at all times during the term of this lease maintain insurance coverage insuring both themselves and the LESSOR against liability for damage for any loss, injury, or death arising out of LESSEE'S use or lease of the premises, appliances, or fixtures in an amount at least equal to \$1,000,000.00 per person/per occurrence. LESSEE shall provide LESSOR with a certificate evidencing such coverage upon request. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

A. The LESSEE'S insurance coverage shall be primary insurance as respect the LESSOR. Any Insurance, self-insurance, or insurance pool coverage maintained by the LESSOR shall be excess of the LESSEE'S insurance and shall not contribute with it.

B. The LESSEE'S insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LESSOR.

C. In lieu of the insurance requirements set forth in paragraph 10, LESSEE may self-insure against liability risks and shall promptly notify LESSOR should LESSEE cease its self-insurance and shall promptly comply with the policy and coverage requirements herein. As a self-insured government entity LESSEE lacks the ability to name LESSOR as an additional insured or treat LESSOR as such.

11. **No Limitation.** LESSEE'S maintenance of insurance as required by the agreement shall not be construed to limit the liability of the LESSEE to the coverage provided by such insurance, or otherwise limit the LESSOR'S recourse to any remedy available at law or in equity. Should LESSEE cease self-insurance, LESSEE shall furnish LESSOR with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the LESSEE.

12. **Waiver of Subrogation.** LESSEE and LESSOR hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises or the building in which the Premises are located. This waiver of subrogation shall apply only to the extent that such claim, loss or liability is covered by insurance.

13. **Damage or Destruction of Premises.** In the event the Premises are substantially damaged or totally destroyed by a casualty, either LESSOR or LESSEE shall have the option to immediately terminate this Lease. LESSOR and LESSEE may by written agreement, agree to LESSOR'S repair of the Premises or provide an alternative location for LESSEE to continue operations.

14. **Miscellaneous.**

A. Due to the sensitive and confidential nature of the Permitted Use, LESSEE shall have exclusive control of the Premises. LESSOR may enter the Premises for emergency purposes without prior consent of LESSEE, provided, LESSOR shall notify LESSEE of such entry and the purpose for the entry as soon as reasonably possible thereafter. LESSOR shall be entitled to enter the Premises in non-emergency situations with LESSEE'S advance consent and following reasonable advance notice only as follows: (a) at reasonable times to inspect the Premises; (b) to maintain and repair the Premises; (c) for the purpose of maintenance and repair, erect scaffolding and other necessary structures when reasonably required by the character of the work performed, provided that (i) the entrance to the Premises shall not be blocked thereby, and (ii) the court activities of LESSEE shall not be interfered with unreasonably. This section shall not limit LESSOR'S entry into the portion of the Premises open to the public during the times it is open to the public for the purpose of participating in the court services to be provided by LESSEE. Moreover, this provision does not apply to LESSOR'S

prosecution, and custodial staff who may continue to have access to the Premises during times it is open to the public in the manner they have traditionally enjoyed. The right of the LESSOR to enter for inspection purposes shall not be construed as a duty to inspect.

B. This Lease shall be binding upon and run to the benefit of the heirs, personal representatives, and assigns of each party, provided, LESSEE shall not sublet the Premises or assign this Lease without LESSOR's written consent.

C. If either party brings a suit against the other to enforce any rights or obligations contained in this Lease, the losing party shall pay the prevailing party's reasonable attorney's fees and costs.

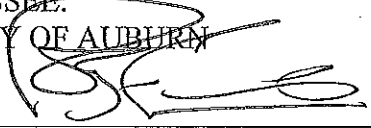
D. This Lease may be amended by written agreement of the parties.

E. This Lease requires the approval by ordinance of the King County Council in order to remain in effect beyond December 31, 2012. Either LESSOR or LESSEE may terminate this Lease for convenience by notifying the other party at least thirty (30) days prior to termination. Should either party terminate this Lease for convenience, all monetary obligations arising from the Lease shall also terminate. All obligations arising from this Lease or termination thereof, whether monetary or nonmonetary, shall terminate no later than the last day of the calendar year in which such termination for convenience is effective.

F. LESSEE may place, with the permission of the LESSOR, signs designating the building as a courthouse. Such signs will be solely at LESSEE'S expense and may be placed on or around the building in which the Premises are located and at the entrance to the Premises. LESSEE shall secure any necessary permits prior to installation of signs and shall be responsible for maintenance of said new signs.

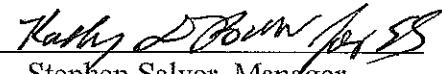
G. Except as may be hereafter amended, this Lease contains all the written agreements and understandings of the parties respecting the matters contained herein.

LESSEE:
CITY OF AUBURN

By: 
Peter B. Lewis, Mayor

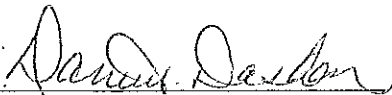
Date: SEP 26 2012

LESSOR:
KING COUNTY

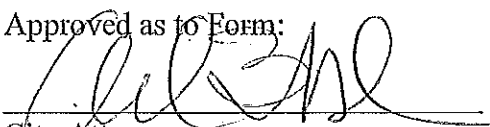
By: 
Stephen Salyer, Manager
KC Real Estate Services

Date: 9/28/2012

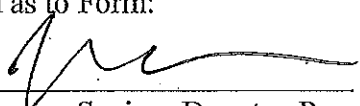
Attest:


Danielle Daskam, City Clerk

Approved as to Form:


City Attorney

Approved as to Form:


King County Senior Deputy Prosecuting
Attorney

Recommended for Approval

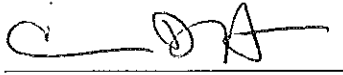
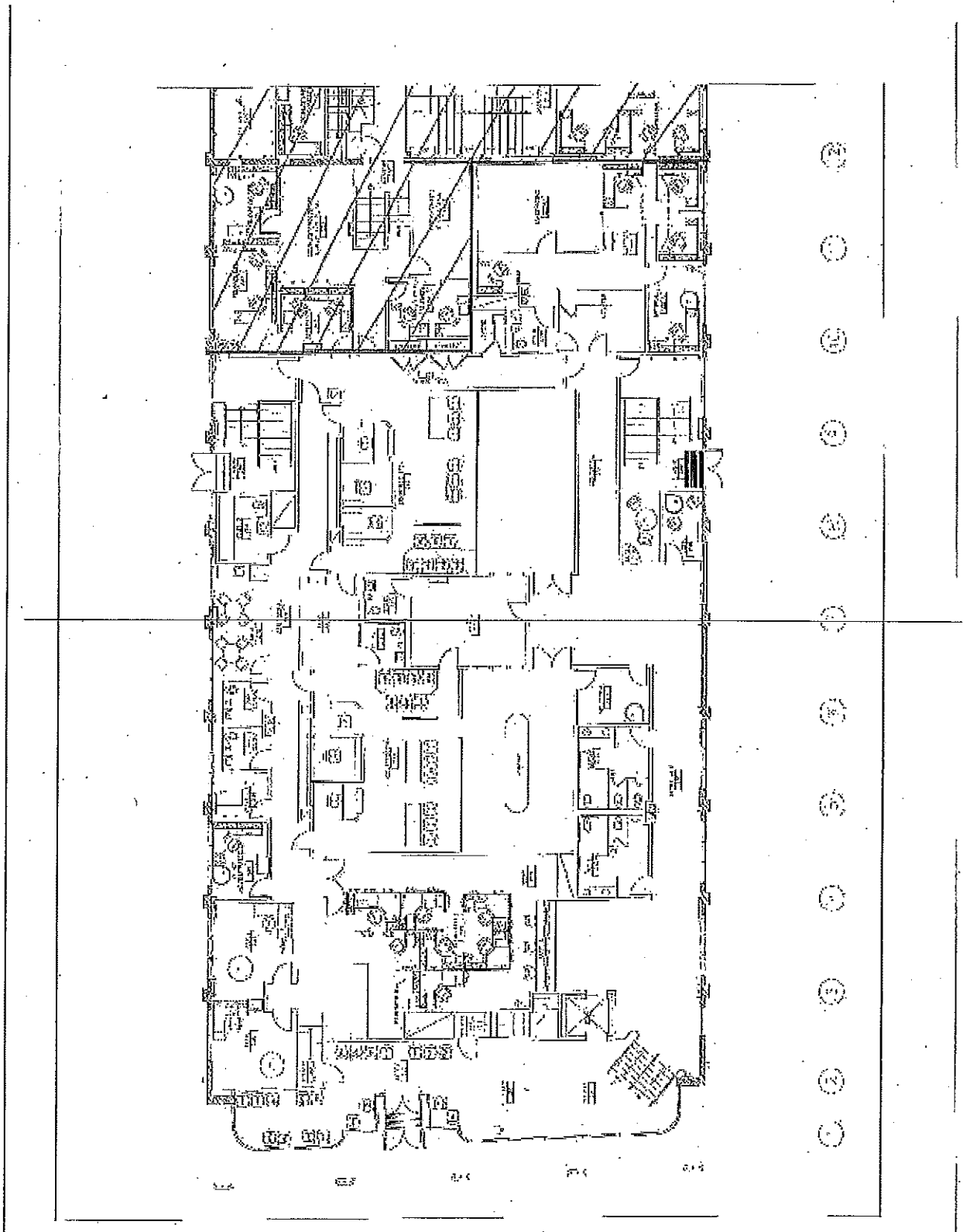
 Chief Presiding Judge
King County District Court

Exhibit A



1ST AMENDMENT TO OFFICE SPACE LEASE AGREEMENT

THIS 1ST AMENDMENT TO OFFICE SPACE LEASE AGREEMENT is made and entered into by and between:

LESSOR (City):

City of Auburn
25 West Main Street,
Auburn, WA 98001 (City)

LESSEE (County):

King County
Real Estate Services
ADM-ES-0830
500 4th Ave., Room 830
Seattle, WA 98104-2337

-and-

King County District Court
516 3rd Ave. S., Room W-1034
Seattle, WA. 98104 (County)

Collectively, the City and County are referred to in this Amendment as the "Parties."

I. RECITALS

1. In 2012, the Parties entered an Office Space Lease Agreement (Lease), where County leased City real property located at 340 East Main Street to operate as a King County District Court facility. After County's exercise of a term option in the Lease, the Lease term expires on December 31, 2021.
2. Recent staffing issues within the County have prevented the Parties from negotiating a longer-term renewal of the Lease in advance of its upcoming term expiration.
3. The Parties seek to temporarily extend the Lease for 90 days to allow the County's staffing issues to resolve and to enable the parties to renew the lease for a longer term.
4. Paragraph 14(D) of the lease allows the Parties to amend the lease by written agreement.

II. 1st AMENDMENT TO OFFICE SPACE LEASE AGREEMENT

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the Parties agree as follows:

1. Paragraph 1 of the Lease is amended to read:
 1. **Term.** The term of this Lease shall commence on the latest date of Execution of this Lease by the Parties and end on March 31, 2022.
2. All other Lease terms shall remain the same.
3. This Amendment does not affect the validity of County's December 30, 2016 notice of option to extend the Lease pursuant to the language in Paragraph 1 of the Lease as written prior to this Amendment.
4. The Parties agree to take all required legislative and legal action to make this Amendment effective, and it shall be effective on the latest date of execution by the Parties.

LESSOR: CITY OF AUBURN

LESSEE: KING COUNTY

By: _____
Nancy Backus, Mayor

By: _____

Date: _____

Date: _____