

**City Council Study Session Muni  
Services SFA**

**July 9, 2018 - 5:30 PM**

**Council Chambers - City Hall**

**AGENDA**

**Watch the meeting LIVE!**

**Watch the meeting video**

Meeting videos are not available until 72  
hours after the meeting has concluded.

**I. CALL TO ORDER**

A. Roll Call

**II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS**

**III. AGENDA ITEMS FOR COUNCIL DISCUSSION**

A. Johnston Sewer Payback Agreement (Gaub) (10 Minutes)

An Ordinance of the City Council of the City of Auburn, Washington, authorizing the Mayor and City Clerk to execute a Payback Agreement between the City of Auburn and Jeff and Gwen Johnston for a Utility Extension

B. Ordinance No. 6686 (Tate)

Amendments to Auburn City Code Section 3.60.036 related to the renewal of the construction sales tax exemption program.

**IV. MUNICIPAL SERVICES DISCUSSION ITEMS**

A. Surrender Firearms Protocols (Pierson) (20 Minutes)

Presentation on the protocols for surrendering firearms.

**V. OTHER DISCUSSION ITEMS**

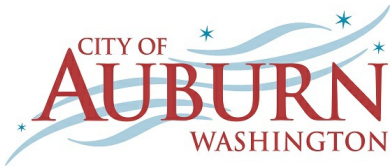
**VI. NEW BUSINESS**

**VII. MATRIX**

A. Matrix

**VIII. 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:**

Johnston Sewer Payback Agreement (Gaub) (10 Minutes)

**Date:**

June 26, 2018

**Department:**

CD&PW

**Attachments:**

[Draft Ordinance No.6685](#)

[Vicinity Map](#)

[Johnston Payback PowerPoint](#)

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

For Discussion Only.

**Background Summary:**

State law (RCW 35.91.020) and City code (ACC 3.25) allow a developer to enter into an agreement with the City to seek reimbursement from the other benefited properties when and if those property owners connect to a public facility constructed by the developer. In the City of Auburn, that agreement is called a "Payback Agreement."

Jeff and Gwen Johnston entered into a Facility Extension Agreement (FAC15-0010) with the City to design and construct approximately 300 feet of 8-inch diameter sewer main and two manholes that can serve six residential parcels on 'I' Street NE. They have requested a payback agreement with the City to recover a portion of the cost of the design and construction of those improvements when other benefiting properties choose to connect to the system.

Staff will present an overview of this project and answer questions regarding proposed Payback Agreement 2018-01 between the City and the Johnstons in advance of the July 16th City Council meeting, where a public hearing will be held and the City Council will consider Ordinance 6685 for adoption.

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

Gaub

**Meeting Date:** July 9, 2018

Item Number:

**\*\*\*draft\*\*\***

**ORDINANCE NO. 6 6 8 5**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PAYBACK AGREEMENT BETWEEN THE CITY OF AUBURN AND JEFF AND GWEN JOHNSTON FOR A UTILITY EXTENSION

WHEREAS, Chapter 3.25 of the Auburn City Code (ACC) authorizes the City Engineer to develop, implement and administer, and the City Council to approve, extension payback agreements for utility improvements; and

WHEREAS, Jeff and Gwen Johnston have constructed the utility improvements described in the payback agreement that is attached as Exhibit D; and

WHEREAS, Jeff and Gwen Johnston have provided the City with a map and legal descriptions identifying the boundaries of the assessment reimbursement area and each parcel that shall be subject to an assessment for the utility improvements; and

WHEREAS, Jeff and Gwen Johnston have provided the City with the total cost of the improvements and a preliminary reimbursement roll showing the proposed assessment for each parcel of property within the assessment reimbursement area; and

WHEREAS, the City notified each owner of record of a lot, tract, or parcel within the reimbursement assessment area, through publication and certified mail, of a public hearing to consider this ordinance; and

WHEREAS, the City Council held a public hearing and took testimony on the desirability and sufficiency of the assessment reimbursement area, the

methods of calculating reimbursement assessments, and the assessment amounts; and

WHEREAS, the City Council finds that entry into the payback agreement is in the best interest of the City.

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

Section 1. The assessment reimbursement area that shall be subject to assessment by the City for the cost of the utility system improvement completed by Jeff and Gwen Johnston is established as that area described in Exhibit A and shown in Exhibit B, both exhibits herein incorporated herein by this reference.

Section 2. The amount of the reimbursement assessment to be charged to each lot, tract or parcel within the assessment reimbursement area is established as those amounts listed in Exhibit C, which is incorporated herein by this reference.

Section 3. The Mayor of the City of Auburn and the Auburn City Clerk are hereby authorized to execute an Agreement between the City of Auburn and Jeff and Gwen Johnston for the collection of assessments in the amounts and from the owners of the lots, tracts, and parcels established in this ordinance, which agreement shall be in substantial conformity with the agreement attached hereto, marked as Exhibit D and incorporated herein by this reference.

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

Section 5. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

**\*\*\*draft\*\*\***

Section 6. Effective date. This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

INTRODUCED: \_\_\_\_\_

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
NANCY BACKUS, MAYOR

ATTEST:

\_\_\_\_\_  
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven Gross, City Attorney

Published: \_\_\_\_\_

**\*\*\*draft\*\*\***

**Exhibit A  
Ordinance 6685**

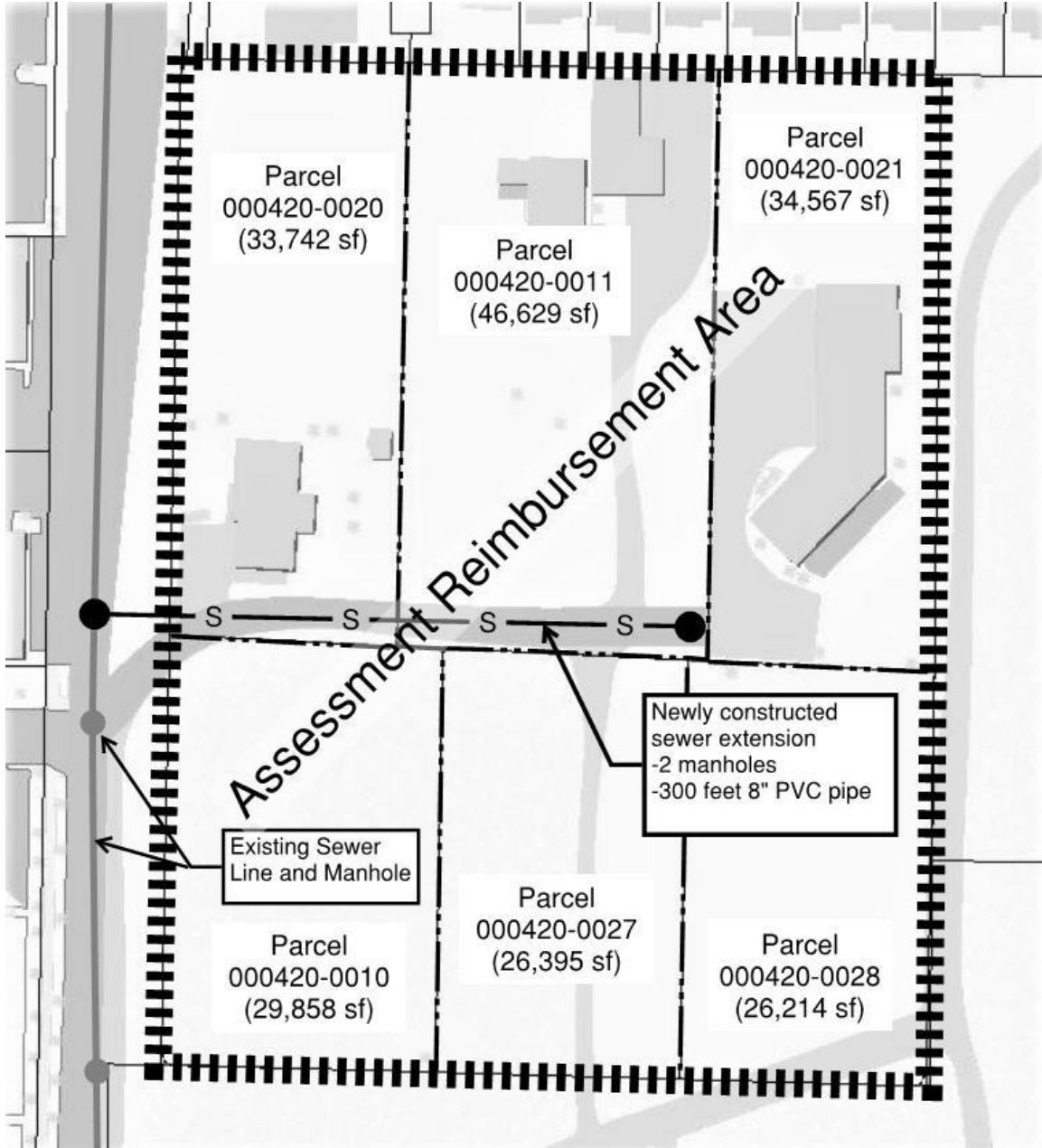
**Legal Description of Assessment Reimbursement Area**

Lots 1, 2, and 3 of Auburn Short Plat Number SP-10-81 as recorded under Recording Number 8106090801 in King County, Washington; along with  
Parcels A, B, and C of Auburn Boundary Line Adjustment Number BLA17-0008 as recorded under Recording Number 20171013900003 in King County, Washington.

\*\*\*draft\*\*\*

**Exhibit B**  
**Ordinance 6685**

**Assessment Reimbursement Area**



**\*\*\*draft\*\*\***

**Exhibit C  
Ordinance 6685**

**Johnston Sewer Extension Benefitting Properties Reimbursement Fees**

<b>Parcel Number</b>	<b>Address</b>	<b>Current Owner</b>	<b>Parcel Area (sf)<sup>1</sup></b>	<b>Project Cost Apportionment<sup>2</sup></b>	<b>Reimbursement Amount</b>
000420-0020	4036 I Street NE	Surinder Khangura	33,742	\$13,052.01	\$13,052.01
000420-0010		Labrador Ventures LLC	29,858	\$11,549.61	\$11,549.61
000420-0027		Labrador Ventures LLC	26,395	\$ 10,210.06	\$ 10,210.06
000420-0028		Labrador Ventures LLC	26,214	\$ 10,140.05	\$ 10,140.05
000420-0011	4040 I Street NE	Bernard and Sandra Johnston	46,629	\$18,063.93	\$ 0 <sup>3</sup>
000420-0021	4046 I Street NE	Patrick Kihuria and Anne Kiarie	34,567	\$13,371.14	\$ 0 <sup>4</sup>
<b>Total</b>					<b>\$44,951.73</b>

Notes:

- (1) Parcel area at the time of facility completion
- (2) Based on total project cost of \$76,359.80 divided by the total area of the six parcels
- (3) Developer contribution made at time of construction
- (4) Reimbursement was made directly to Developer during construction.



**\*\*\*draft\*\*\***

**Exhibit D  
Ordinance 6685**

**Payback Agreement 2018-01  
(16 pages)**

**\*\*\*draft\*\*\***

Return Address:  
City of Auburn  
City Clerk  
25 West Main  
Auburn, WA 98001

Above this line reserved for recording information.

**PAYBACK AGREEMENT 2018-01  
DEVELOPER'S EXTENSION**

Reference # (if applicable):	N/A (unless previous recording #)	Additional on page: ____
<b>Grantor :</b>	<b>City of Auburn</b>	
<b>Grantee :</b>	1) <u>Jeff Johnston</u>	2)
Legal Description / STR:	(Sec 31, Twp 22N, Rge 5E)	Additional on page: ____
Assessor's Tax Parcel ID#:	(parcel #)	

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **City of Auburn**, a municipal corporation of King County, Washington, hereinafter called the CITY and **Jeff and Gwen Johnston**, whose address is 4040 I Street NE, Auburn, WA 98002, hereinafter referred to as DEVELOPER.

WHEREAS, pursuant to Chapter 35.91 RCW et seq., the CITY has by Ordinance No. 6685 adopted by the City Council of the CITY on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, approved the execution of this Payback Agreement with the DEVELOPER above and referring to facilities described herein; and

WHEREAS, the above-described DEVELOPER has offered and the CITY has agreed to accept the sanitary sewer facilities described in Exhibit 1, Bill of Sale, attached hereto, as part of the utility systems of the CITY;

NOW THEREFORE, IN CONSIDERATION OF THE CONDITIONS AND COVENANTS HEREIN, THE PARTIES AGREE AS FOLLOWS:

I. DEVELOPER

At the time of construction, the above-described DEVELOPER represented Bernard and Sandra Johnston, the record OWNERS of real property legally described as shown on Exhibit 2 submitted by the DEVELOPER and attached hereto. The real property described is also identified as:

Parcel number 0004200011, City of Auburn, (King/Pierce) County, Washington

“DEVELOPER” shall include successors, heirs, and assigns. The term shall include a bankruptcy estate and a receivership as long as the City receives notice of the bankruptcy or receivership as the law requires for notice to creditors, and the DEVELOPER provides the notice required by section X of this agreement.

II. FACILITIES

The facilities which have been constructed by the DEVELOPER herein are as shown in the attached Exhibit 3, incorporated herein by this reference, and processed as a Developer Public Facility Extension, herein referenced as FAC15-0010, the originals on file at the office of the City Engineer. The facilities have been constructed in accordance with the ordinances and requirements of the CITY governing the construction specifications for facilities of such type, and have been approved by the City Engineer.

III. AREA OF FACILITY SERVICE BENEFIT

The properties benefited by the facilities constructed by the DEVELOPER are shown on Exhibits 4 and 5, which are by this reference incorporated herein as if fully set forth herein. Any owner of real estate legally described within the benefit boundary as shown on the attached Exhibits 4 and 5, shall pay, as a condition for connecting to the facilities, the amount as identified in Section V. All property within the benefit boundary shall be subject to the connection fee as provided in this agreement as a condition of issuance of the connection permit by the CITY.

IV. TERMS

For a period of **20 years** from the date that the City formally accepts the developer's utility extension, any owner (latecomer) of real estate legally described in Section III, and which owner has not fully contributed their pro rata share to the original cost of the above-described facility, shall pay to the CITY the amounts specified in Section V of this agreement. The charge herein represents the fair pro rata share of the cost of construction of said facilities payable by properties benefited.

Payment of the latecomers pro rata share will be required by the CITY at the time the CITY issues a side sewer permit, as described in Auburn City Code (ACC) 13.20.190 and 13.20.200, to connect and use the system. Facility extension agreements are not considered connection permits and no payback payments will be required as a condition of the construction associated with such agreements. Additionally, no payback payments will be required as a condition of the construction of individual side sewer stubs not connected for service.

The CITY shall reimburse the DEVELOPER within sixty (60) days of the date the City receives payment from a person requesting connection to the facilities. Upon the expiration of the 20-year term, any moneys collected by the CITY will not be reimbursed to the DEVELOPER.

The CITY's obligation to reimburse the DEVELOPER under this section shall not apply to any real property purchased from DEVELOPER after construction of the facilities.

V. AMOUNT OF REIMBURSEMENT

Sanitary sewer collection facilities: The DEVELOPER, his successors, heirs and assigns, agrees that the amounts which the DEVELOPER is reimbursed from the property owners as specified in Section III of this Agreement, represents a fair pro rata share reimbursement for the DEVELOPER'S construction of the facilities described in Section II of this Agreement.

The amount of reimbursement per square foot of the benefitted property at the time of the acceptance of the facilities, as listed in Exhibit 6, shall be \$0.387.

The total amount of reimbursement to the DEVELOPER for sanitary sewer facilities from all applicable charges shall not exceed \$44,951.73.

In the event that a benefitting property or properties is/are subdivided prior to connecting to the facilities, the City may reallocate the reimbursement amount(s) in a manner consistent with the methodology described above. The City will notify both the DEVELOPER and the property owner of any revisions to the reimbursement amounts.

VI. NOTICE AND HEARING

Prior to passing the Ordinance authorizing this agreement, the CITY, shall conduct a public hearing in accordance with ACC 3.25.080, including meeting the notification requirements of that section.

VII. EFFECT OF AGREEMENT

The provisions of this Agreement shall not be effective as to any owner of real estate not a party hereto unless this Agreement has been recorded in the King County Recorder's Office prior to the time such owner receives a permit to connect to and use said facilities.

If for any reason, the CITY fails to secure a latecomer payment for Owner's fair pro rata share of the cost of the facilities, before connection to the extension, the CITY is not liable for payment to the DEVELOPER.

Following approval of the Ordinance authorizing this agreement, the City will record the document at the appropriate County's Office. The DEVELOPER shall be responsible for recording fees and for correcting any portion of the document determined to not be recordable.

This agreement is subject to the provisions of Auburn City Code ("ACC") Chapter 3.25 and shall be void if the DEVELOPER is in violation of any term or condition of that Chapter as it exists on the date of execution of this agreement.

VIII. OWNERSHIP OF FACILITY

The DEVELOPER warrants that it has constructed the facilities described in Section II of this Agreement to the CITY's specifications and in conformance with the CITY's development regulations and comprehensive plan, and that the facilities are fit for use as part of the City's sanitary sewer system.

Once the CITY has accepted the facilities, they shall become a part of the municipal system of the CITY. The DEVELOPER warrants that the facilities are free and clear of all encumbrances and there are no persons or entities that have a right to a lien against the facilities. Except for work covered under any warrantee described in the FAC agreement, all maintenance and operation costs of said facility shall be borne by the CITY. In consideration of the benefits derived from CITY utility service, DEVELOPER agrees to execute and deliver to the CITY such documents as may be necessary to transfer ownership of the facilities to the CITY upon acceptance.

Nothing contained herein shall be construed to affect or impair the right of the CITY to regulate the use of the facilities once accepted.

IX. UNAUTHORIZED CONNECTION

Whenever any connection is made into the facilities described in Exhibit A under this Agreement which is not authorized by the CITY, the CITY shall have the absolute authority to remove or cause to be removed such unauthorized connections and all connecting lines or pipes located in the facility's right-of-way. The CITY shall incur no liability for any damage to any person or property resulting from removal of the unauthorized connection.

X. CURRENT ADDRESS & TELEPHONE NUMBER

The DEVELOPER shall keep a current record of his/her address and telephone number on file with the City Engineer, and shall within 30 days of any change of said address and/or telephone number, notify the City Engineer in writing. If the DEVELOPER fails to do so, the parties agree that the CITY may authorize connections resulting therefrom and not incur any liability for the non-collection and/or non-reimbursement of charges to the DEVELOPER under this Agreement. Every two years from the effective date of this agreement, shown on page one, the DEVELOPER shall notify the City Engineer of its current name, address, and telephone number. If the DEVELOPER fails to provide such information within sixty (60) days of each anniversary, the CITY may collect and retain any connection charges owed to the DEVELOPER under this contract.

The initial Contact Information and Address for Receipt of Reimbursement Funds is as follows:

Jeff and Gwen Johnston  
(Printed Name of Developer's Representative)

Technique Construction, Inc.  
(Company Name)

4040 I Street NE  
(Mailing Address)

Auburn, WA 98002  
(City, State, Zip code)

(206) 200-7764  
(Telephone/FAX)

XI. ADMINISTRATION

Any inquiries regarding the administration of this agreement shall be directed to the City Engineer.

XII. COVENANT RUNNING WITH THE LAND

This Agreement shall be binding on the DEVELOPER, its successors, heirs and assigns and shall so be binding on the legal owners of all properties described within the benefit boundary of the area as shown in the attached Exhibits 4, 5, and 6, their successors, heirs and assigns.

XIII HOLD HARMLESS

- A. General Indemnification. The DEVELOPER will indemnify, defend, and hold the CITY and the CITY'S officials and agents harmless from all claims and costs of defense arising out of this agreement as a result of DEVELOPER actions, omissions, misconduct, or breach of contract, including but not limited to attorney's fees, expert witness fees, and the cost of the services of engineering and other personnel who's time is reasonably devoted to the preparation and attendance of depositions, hearings, arbitration proceedings, settlement conferences and trials growing out of the demands and/or actions of property owners incurred in the performance or completion of this Agreement. The DEVELOPER specifically holds the CITY and its officials and agents harmless and waives all claims related to the CITY's establishment and enforcement of the terms and conditions of this agreement, including the failure to locate a beneficiary, assigns, successor, trustee, or survivor of DEVELOPER.
- B. Indemnification Against Liens. The DEVELOPER further agrees to indemnify and defend the CITY from any loss on account of any lien against the facilities that arose on or prior to the date of CITY acceptance of the facilities. If the CITY incurs any expense in defense against any such lien or claim, or in taking any other action that is required of DEVELOPER under this Agreement, the CITY shall have a lien in the full amount thereof against any funds then or thereafter collected by the CITY pursuant to this Agreement.

XIV. CONSTITUTIONALITY OR INVALIDITY

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



**CITY OF AUBURN**

\_\_\_\_\_  
Nancy Backus, Mayor

ATTEST:

\_\_\_\_\_  
Danielle Daskam, City Clerk

**DEVELOPER:**

\_\_\_\_\_  
Signature

TITLE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven Gross, City Attorney

\_\_\_\_\_  
Signature

TITLE: \_\_\_\_\_

STATE OF WASHINGTON )  
  )ss.  
COUNTY OF KING      )

I certify that I know or have satisfactory evidence that Nancy Backus and Danielle E. Daskam were the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the **MAYOR** and **CITY CLERK** of the CITY OF AUBURN to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

Residing at \_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
  )ss.  
COUNTY OF KING      )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
and \_\_\_\_\_ is/are the person(s) who appeared before me, and  
said individual(s) acknowledged that he/she/they signed this instrument and acknowledged  
it to be his/her/their free and voluntary act for the uses and purposes mentioned in this  
instrument.

Dated \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington  
My appointment expires \_\_\_\_\_

**Exhibit 1**  
**Payback Agreement 2018-01**

Return Address:  
City of Auburn  
City Clerk  
25 West Main  
Auburn, WA 98001



**20180418000437**

BILL OF SALE Rec: \$78.00  
4/18/2018 11:41 AM  
KING COUNTY, WA

(3)  
FIRST AMERICAN W106901

76

Above this line reserved for recording information.

**BILL OF SALE**  
**FAC15-0010**

Reference # (if applicable):	N/A
Grantor/Borrower:	<b>BERNARD W. and SANDRA L. JOHNSTON</b>
Grantee/Assignee/Beneficiary:	<b>CITY OF AUBURN</b>
Legal Description/STR:	<b>SW31-22N-05E</b>
Assessor's Tax Parcel ID #:	<b>000420-0011</b>

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of TEN DOLLARS (\$10.00), and for the consideration of incorporating the Extension into the City system, and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned Grantor(s) Bernard W. and Sandra L. Johnston do by these presents hereby convey, setover, assign, transfer and warrant to the City of Auburn, a Municipal Corporation of the State of Washington, **290 LF of 8 inch sanitary sewer** and all appurtenances or any other associated public facility as shown on the public facility extension plans referred to as FAC15-0010, the Johnston Sewer Extension development. Situated within the following described real property, located in King County:

See EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

and the said Grantor(s) hereby warrant(s) that they are the sole owner(s) of all the property above conveyed; that they have full power to convey the same and that they will defend the title of the said Grantee against any and all persons lawfully making claim thereto, and indemnify the City of Auburn for any costs, including Attorney fees in defending title.

Said documents were filed of record as an accomodation only. It has not been examined as to proper execution or as to its effect upon title.

IN WITNESS WHEREOF the Grantor(s) has/have executed these presents this

25 day of January, 2018.

Bernard W. Johnston  
BERNARD W. JOHNSTON

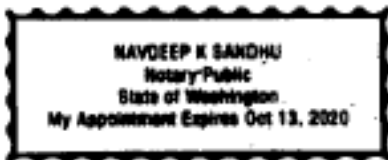
Sandra L. Johnston  
SANDRA L. JOHNSTON

STATE OF WASHINGTON )  
COUNTY OF KING ) ss

I certify that I know or have satisfactory evidence that Bernard W. and Sandra L. Johnston are the individuals who appeared before me, and said persons acknowledged that they signed this instrument, and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated 01/25/2018

Navdeep K. Sandhu



Notary Public in and for the State of Washington  
Residing at Chase, Renton  
My appointment expires October 13, 2020

MAB/tlb  
File: FAC15-0010

Bill of Sale - FAC15-0010  
Page 2 of 3

## EXHIBIT A

### **LEGAL DESCRIPTION**

LOT 2, CITY OF AUBURN SHORT PLAT NUMBER SP-10-81, RECORDED UNDER RECORDING NUMBER 8106090801 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 157.00 FEET OF THE WEST 302.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE GEORGE E. KING DONATION CLAIM #40, SECTION 6, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT ON THE WEST LINE OF SAID GEORGE E. KING DONATION CLAIM #40 THAT IS 3289.84 FEET SOUTHERLY OF THE NORTHWEST CORNER THEREOF, AS DESCRIBED PER BOUNDARY LINE AGREEMENT DATED MARCH 2, 1979 AND RECORDED UNDER RECORDING NUMBER 7903021118, IN KING COUNTY, WASHINGTON; THENCE CONTINUING SOUTH 01°47'59" WEST ALONG THE WEST LINE OF SAID KING DONATION CLAIM #40 A DISTANCE OF 291.08 FEET; THENCE SOUTH 87°10'31" EAST A DISTANCE OF 2167.580 FEET; THENCE NORTH 01°47'59" EAST A DISTANCE OF 348.127 FEET, MORE OR LESS, TO A POINT ON THAT CERTAIN COMMON BOUNDARY LINE, AS DESCRIBED PER AFORESAID BOUNDARY LINE AGREEMENT; THENCE NORTH 88°46'00" WEST ALONG SAID COMMON BOUNDARY LINE A DISTANCE OF 2167.394 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH INGRESS, EGRESS AND UTILITIES EASEMENT AS RECORDED UNDER RECORDING NUMBERS 8008260714 AND 8009110655.

AND TOGETHER WITH INGRESS, EGRESS AND UTILITY EASEMENT OVER THE SOUTH 30.00 FEET OF SAID 302.00 FEET; EXCEPT THAT PORTION LYING WITHIN THE ABOVE DESCRIBED TRACT.

### **PARCEL No.**

0004200011

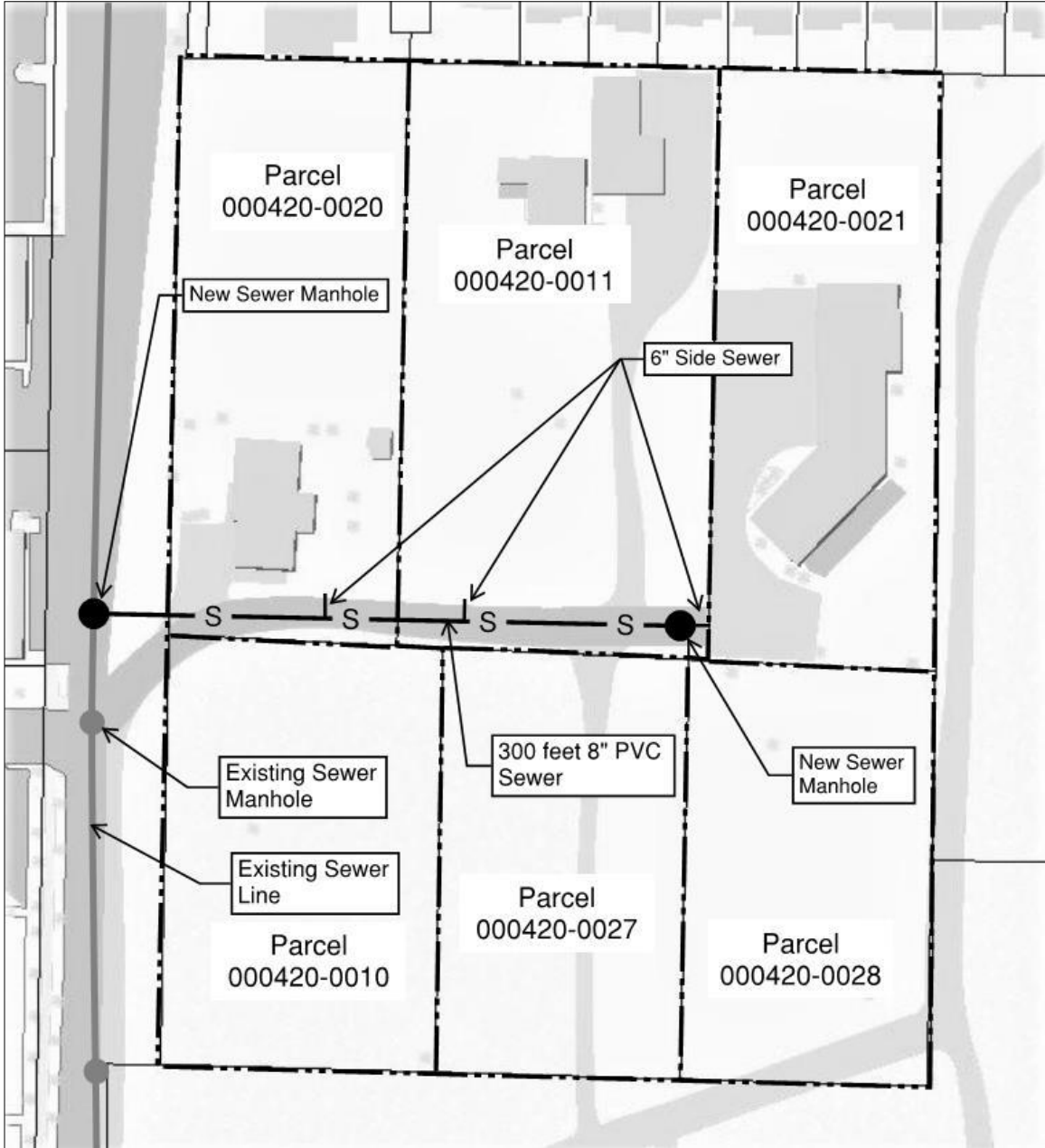
**Exhibit 2**  
**Payback Agreement 2018-01**

**Legal Description of Developer's Represented Property**

Lot 2 of Auburn Short Plat Number SP-10-81 as recorded under Recording Number 8106090801 in King County, Washington.

**Exhibit 3**  
**Payback Agreement 2018-01**

**Facilities Constructed**



**Exhibit 4**  
**Payback Agreement 2018-01**

**Legal Description of Assessment Reimbursement Area and Benefitting Properties**

**Assessment Reimbursement Area**

Lots 1, 2, and 3 of Auburn Short Plat Number SP-10-81 as recorded under Recording Number 8106090801 in King County, Washington; along with

Parcels A, B, and C of Auburn Boundary Line Adjustment Number BLA17-0008 as recorded under Recording Number 20171013900003 in King County, Washington.

**Benefitting Properties**

Tax Parcel # 000420-0020

Address: 4036 I Street NE

Legal Description:

Lot 1 of Auburn Short Plat Number SP-10-81 as recorded under Recording Number 8106090801 in King County, Washington.

Tax Parcel # 000420-0010

Address: N/A

Legal Description:

Parcel A of Auburn Boundary Line Adjustment Number BLA17-0008 as recorded under Recording Number 20171013900003 in King County, Washington.

Tax Parcel # 000420-0027

Address: N/A

Legal Description:

Parcel B of Auburn Boundary Line Adjustment Number BLA17-0008 as recorded under Recording Number 20171013900003 in King County, Washington.

Tax Parcel # 000420-0028

Address: N/A

Legal Description:

Parcel C of Auburn Boundary Line Adjustment Number BLA17-0008 as recorded under Recording Number 20171013900003 in King County, Washington.

Tax Parcel # 000420-0011

Address: 4040 I Street NE

Legal Description:

Lot 2 of Auburn Short Plat Number SP-10-81 as recorded under Recording Number 8106090801 in King County, Washington.

Tax Parcel # 000420-0021

Address: 4046 I Street NE

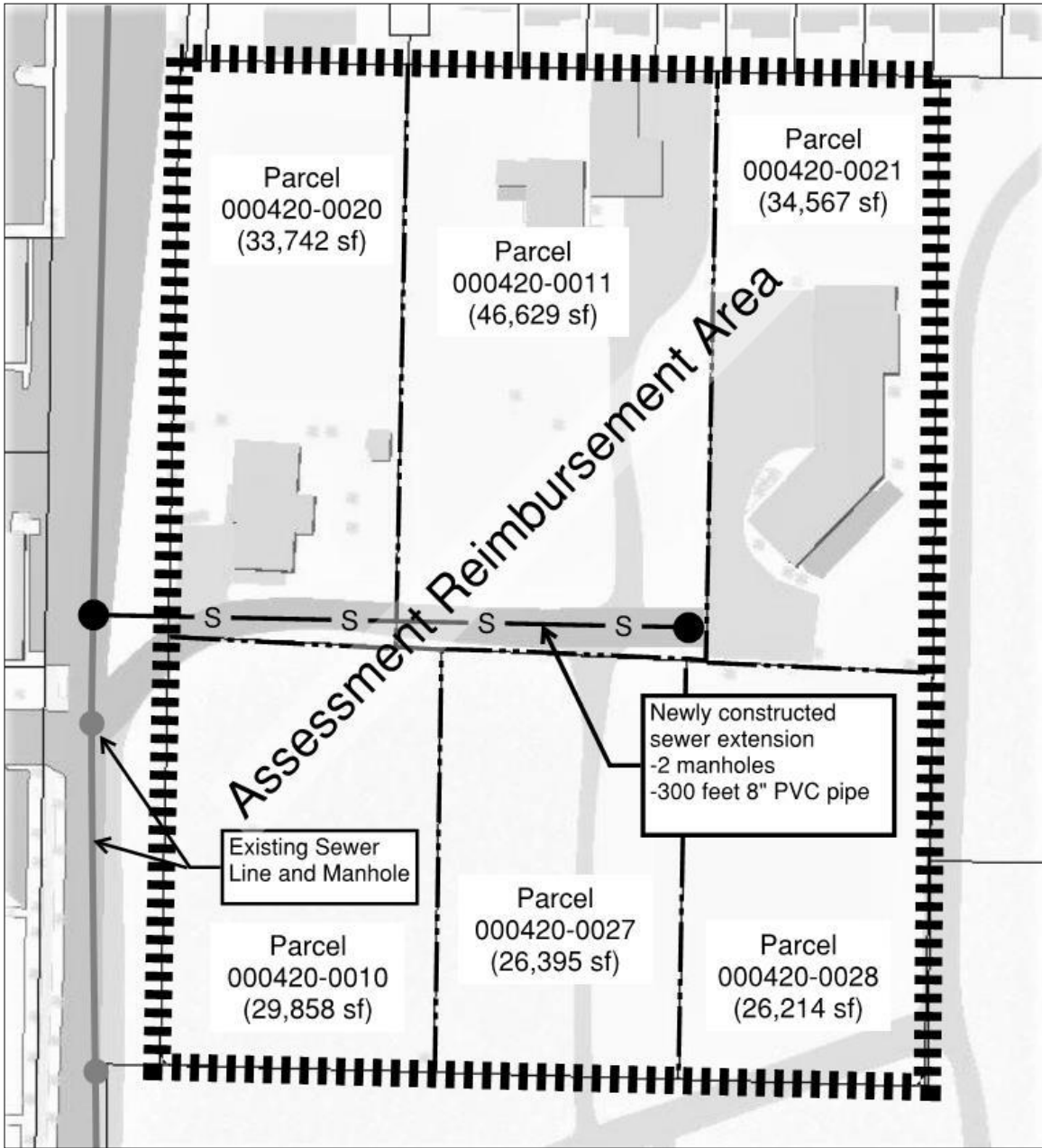
Legal Description:

Lot 3 of Auburn Short Plat Number SP-10-81 as recorded under Recording Number 8106090801 in King County, Washington.



**Exhibit 5**  
**Payback Agreement 2018-01**

**Assessment Reimbursement Area**



**Exhibit 6**  
**Payback Agreement 2018-01**

**Benefitting Properties Reimbursement Fees**

<b>Parcel Number</b>	<b>Address</b>	<b>Current Owner</b>	<b>Parcel Area (sf)<sup>1</sup></b>	<b>Project Cost Apportionment<sup>2</sup></b>	<b>Reimbursement Amount</b>
000420-0020	4036 I Street NE	Surinder Khangura	33,742	\$13,052.01	\$13,052.01
000420-0010		Labrador Ventures LLC	29,858	\$11,549.61	\$11,549.61
000420-0027		Labrador Ventures LLC	26,395	\$ 10,210.06	\$ 10,210.06
000420-0028		Labrador Ventures LLC	26,214	\$ 10,140.05	\$ 10,140.05
000420-0011	4040 I Street NE	Bernard and Sandra Johnston	46,629	\$18,063.93	\$ 0 <sup>3</sup>
000420-0021	4046 I Street NE	Patrick Kihuria and Anne Kiarie	34,567	\$13,371.14	\$ 0 <sup>4</sup>
<b>Total</b>					<b>\$44,951.73</b>

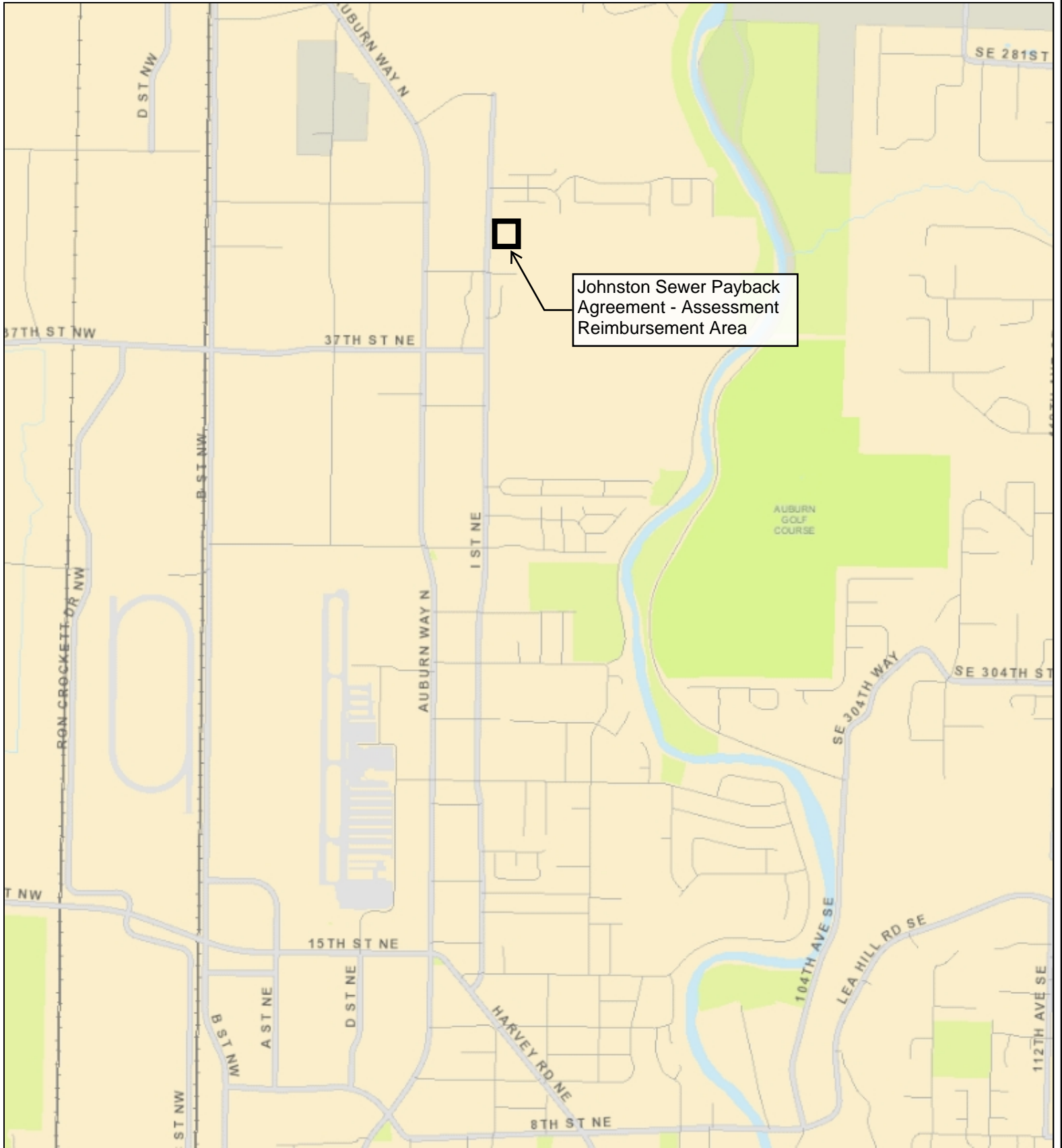
Notes:

- (1) Parcel area at the time of facility completion
- (2) Based on total project cost of \$76,359.80 divided by the total area of the six parcels
- (3) Developer contribution made at time of construction
- (4) Reimbursement was made directly to Developer during construction.



# Johnston Sewer Payback Agreement Vicinity Map

Printed Date: 6/15/2018  
Map Created by City of Auburn eGIS  
Imagery Date: May 2015



3,009.3 0 1,504.7 3,009.3 Feet

NAD\_1983\_StatePlane\_Washington\_North\_FIPS\_4601\_Feet

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



ENGINEERING SERVICES

**REVIEW OF PENDING  
ORDINANCE NO. 6685 –  
JOHNSTON SEWER  
PAYBACK AGREEMENT**

ROBERT ELWELL  
CITY COUNCIL STUDY SESSION  
JULY 9, 2018

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

Community Development and Public Works Department

Engineering Services • Administrative Services • Environmental Services

Community Development Services • Maintenance & Operations Services Page 29 of 58

# WHAT IS A PAYBACK AGREEMENT?

- Developer constructs public facilities (water, sewer, storm, and/or streets)
- Facilities benefit properties besides the development
- Payback Agreement - between City and Developer
- City collects pro-rata payments from benefited properties as they connect within the 20-year payback period
- City forwards payments to Developer



# PUBLIC FACILITY EXTENSION BENEFITED PROPERTIES



Existing Sewer Main  
and Manholes



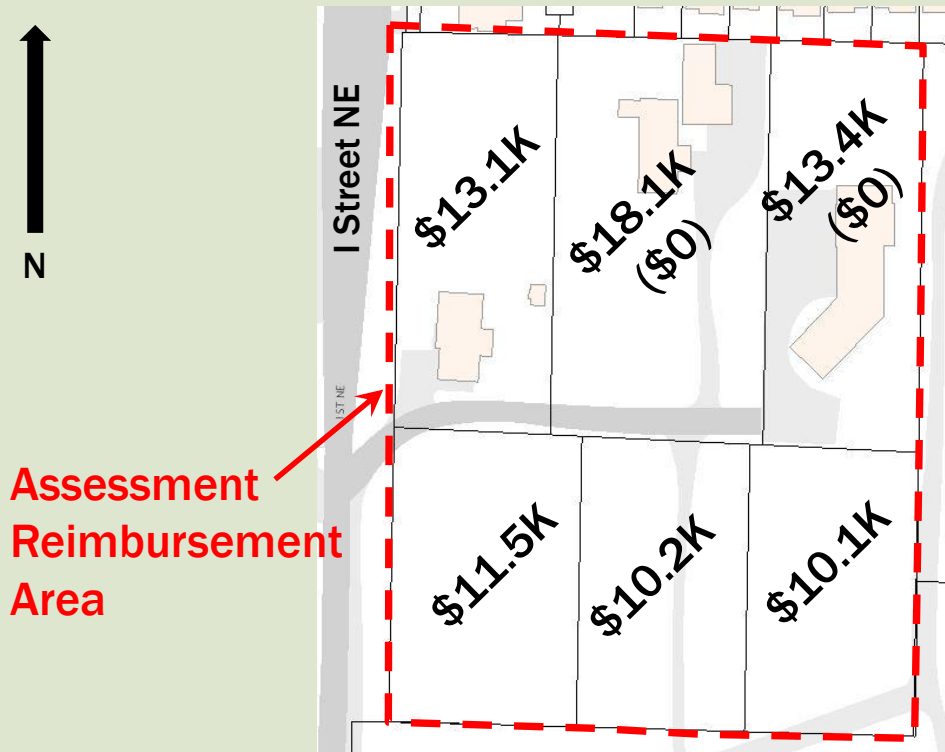
New Sewer  
Main and  
Manholes

# PAYBACK PROCESS

Developer	City	
Submit payback application	Provide preliminary notice to benefitting properties	✓
Complete construction	Accept facilities for operation	✓
Submit project costs	Review costs and determine apportioned costs	✓
Prepare agreement and public notice documents		✓
	Notify benefited properties	✓
	Hold public hearing	← Next Week
	Council approve agreement by ordinance	← Next Week
	Record agreement and incorporate into City permitting and mapping systems	Week
	Collect payments and forward to Developer	



# JOHNSTON PAYBACK AGREEMENT #2018-01 (ORDINANCE 6685)

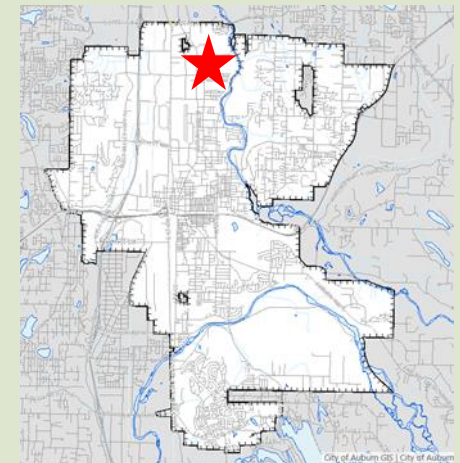


Assessment  
Reimbursement  
Area

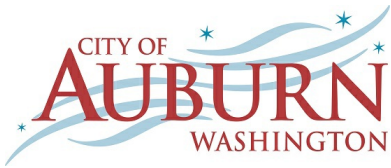
Total Project Cost = \$76,359.80

Cost per square foot = \$0.387

Reimbursement for  
each parcel based on  
parcel area.



# QUESTIONS?



## AGENDA BILL APPROVAL FORM

---

**Agenda Subject:**

Ordinance No. 6686 (Tate)

**Date:**

July 3, 2018

**Department:**

Planning and Development

**Attachments:**

[Agenda Bill - Ordinance No. 6686](#)  
[Exhibit A - Ordinance No. 6686](#)

**Budget Impact:**

Current Budget: \$0  
Proposed Revision: \$0  
Revised Budget: \$0

**Administrative Recommendation:**

**Background Summary:**

Please see attached Agenda Bill

**Reviewed by Council Committees:**

Other: Community Development

**Councilmember:**

**Staff:**

Jeff Tate

**Meeting Date:** July 9, 2018

Item Number:



## AGENDA BILL APPROVAL FORM

<b>Agenda Subject:</b> Ordinance No. 6686 – Renewal of the Construction Sales Tax Exemption Provisions of ACC 3.60.036		<b>Date:</b> June 29, 2018
<b>Department:</b> Community Development & Public Works Dept.	<b>Attachments:</b> Ordinance No. 6686	<b>Budget Impact:</b> (none)
<b>Administrative Recommendation:</b> City Council to schedule Ordinance 6686 for Council action on July 16, 2018.		
<b>Summary:</b>  <p>On September 19, 2011 the Auburn City Council adopted Ordinance 6376 which established a Construction Sales Tax Exemption program. This ordinance allowed for a sales tax rebate for sales taxes paid on construction materials, fixed equipment, machinery installation, and labor associated with the construction activity. Only projects located within the DUC, C3, C4, M1, or M2 zones were eligible, and only for new commercial buildings or redevelopment of existing vacant buildings 25,000 square feet or larger or for the expansion of existing commercial buildings that create new or expanded floor area that generates sales tax revenue. Additional eligibility provisions are established for projects in the DUC that are less than 25,000 square feet and within the M1 and M2 zones where existing building are converted from warehouse to manufacturing. Eligible projects qualified for an exemption from local sales and use tax up to 20% of the taxes imposed and paid to the City of Auburn, but not to exceed \$100,000. While formally called a sales tax exemption, the method for implementing the program is to issue a rebate after taxes have been paid. Ordinance 6376 also included a sunset provision which automatically caused the program to expire on September 19, 2015.</p> <p>On October 7, 2013 the Auburn City Council adopted Ordinance 6482 which amended the program to expand project eligibility to include residential buildings in the DUC that include a minimum of 50 dwelling units.</p> <p>Since the Construction Sales Tax Exemption provisions were added to Auburn's City Code, one developer has taken advantage of the program. FNW development company constructed the Trek apartment building. The City provided a rebate of 20% of its share of construction sales taxes paid by Trek for a total of \$24,333.00.</p> <p>Because of the sunset provision contained in Ordinance 6376 the Construction Sales Tax Exemption program has expired. The purpose of Ordinance 6686, attached as Exhibit A, is to re-establish the program and to remove the sunset provision. Additionally, staff is suggesting removal of all references to the EP zoning designation because this zone no longer exists within the adopted Comprehensive Plan or the adopted zoning map.</p> <p>Despite the fact that the program has only been used by one developer for one project, City staff believes that the mere existence of the program delivers a strong message to the development community that Auburn offers a friendly business climate for developers that would like to pursue certain mixed use and commercial projects. Additionally, it is an important part of a larger package of incentives that developers are able to pick and choose from when determining where to cite future projects.</p>		
<b>Action:</b> Council Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No    Call for Public Hearing    ___/___/___ Referred to _____ Until ___/___/___ Tabled _____ Until ___/___/___		
<b>Reviewed by Departments &amp; Divisions:</b>		
<input type="checkbox"/> Building <input type="checkbox"/> Cemetery <input type="checkbox"/> Finance <input type="checkbox"/> Fire	<input type="checkbox"/> M&O <input type="checkbox"/> Mayor <input type="checkbox"/> Parks <input checked="" type="checkbox"/> Planning	

**Agenda Subject:** Ordinance No. 6654 related to Construction Sales Tax Exemption **Date:** June 29, 2018

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<input type="checkbox"/> Legal	<input type="checkbox"/> Police	
<input type="checkbox"/> Public Works	<input type="checkbox"/> Human Resources	
<input type="checkbox"/> Information Services	<input type="checkbox"/> Surveying	
<b>Staff:</b> Tate		
<b>Meeting Date: July 9, 2018</b>		

**ORDINANCE NO. 6 6 8 6**

AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF AUBURN, WASHINGTON, AMENDING  
SECTIONS 3.60.036 OF THE AUBURN CITY  
CODE RELATING TO CONSTRUCTION SALES  
TAX EXEMPTION

WHEREAS, Auburn City Code Chapter 3.60 imposes a sales or use taxes authorized under RCW 82.14.030 (2), on every taxable event (as defined in RCW 82.14.020) occurring within the City. The tax is imposed on and collected from those persons from whom the state sales tax or use tax is collected pursuant to Chapters 82.08 and 82.12 RCW; and

WHEREAS, the City of Auburn adopted Ordinance No. 6376 on September 19, 2011, to promote economic development through the development of new businesses or the expansion of existing businesses in certain zoned areas of the City that will contribute to increased sales tax revenue generation within the City through new or increased sales activities that create taxable event opportunities; and

WHEREAS, Ordinance 6376 included a provision that expires the Construction Sales Tax Exemption program on September 19, 2015, 4 years from the date of the adoption of the ordinance; and

WHEREAS, the City of Auburn adopted Ordinance No. 6482 on October 7, 2013 which further modified and clarified the Construction Sales Tax Exemption program outlined in ACC 3.60.036 and extended the expiration date of the program until 2017; and

-----  
Ordinance No. 6686  
7.9.2018  
Page 1

WHEREAS, the City of Auburn wishes to continue to incentivize the construction of new or expanded businesses in additional zoned areas of the City, and to encourage the creation of manufacturing jobs by re-authorizing the sales tax exemption program and making it a permanent program.;

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

**SECTION 1. AMENDMENT TO CITY CODE.** Section 3.60.060 of the Auburn City Code is amended to read as follows:

**3.60.036 Construction sales tax exemption**

A. 1. The following purchasers in the eligible target business class who have paid the tax imposed by this chapter on construction materials, fixed equipment, or machinery installation, or on sales of or charges made for labor and services rendered in respect to such construction or installation of such machinery or equipment, are eligible for an exemption as provided for in this section: for property zoned downtown urban center (DUC), C-3 (heavy commercial district), and C-4 (mixed-use commercial), purchases directly related to the construction of new commercial buildings or redevelopment of existing vacant buildings 25,000 square feet or greater or expansion of existing commercial buildings that creates new or expanded building floor area that generates sales tax revenue.

2. For property zoned downtown urban center (DUC), purchases directly related to the construction of new commercial buildings less than 25,000 square feet, or redevelopment of existing buildings less than 25,000 square feet, where the cost of the improvement is at least 25 percent of the current assessed value of the improvements on the property pursuant to the assessment records of King or Pierce County, as applicable.

3. For property zoned M-1 (light industrial district), and M-2 (heavy industrial district) ~~and EP (environmental park district)~~, purchases directly related to the construction of new commercial buildings, redevelopment of existing buildings that result in a change of occupancy from warehouse use to manufacturing use, or redevelopment of existing buildings where the cost of the improvement is at least 25 percent of the current assessed value of the

improvements on the property pursuant to the assessment records of King or Pierce County, as applicable.

B. ~~Beginning on the effective date of the ordinance codified in this section through a date four years after the effective date, a~~ purchaser is eligible for an exemption specified under this section from the local sales and use tax paid under this chapter, as authorized under RCW 82.14.030(2), up to a maximum of 20 percent of taxes imposed and paid to the city of Auburn not to exceed \$100,000. The purchaser is eligible for an exemption under this section in the form of a refund.

C. For purposes of this section, the following definitions apply:

1. "Change of occupancy" means a change of the purpose for which a building is used or intended to be used. The term shall also include the building or portion thereof in which such change of occupancy is made. Change of occupancy is not intended to include change of tenants or proprietors.

2. "Commercial building" means a structure that has, as its primary purpose, a commercial use as that term is defined in ACC 18.04.240.

3. "Expansion" means to add to the floor area of a building.

4. "Purchaser" means a person or entity that is the recipient of a good or service.

D. Eligible Target Business Classes.

1. The construction sales tax exemption specified in subsection (A)(1) of this section shall only apply to those businesses engaged in normal business activities under the following classifications of businesses occurring within the specified zoning designations:

a. General Merchandise, Warehouse Club, SuperCenter – Sales Tax Classification Code 45291;

b. Building Materials and Garden Home Center – Sales Tax Classification Code 44411;

c. Electronics and Appliances – Sales Tax Classification Code 44311;

d. Full Service Restaurants – Sales Tax Classification Code 722110;

e. New and Used Automobile and Light Utility Truck Dealers – Sales Tax Classification Code 44110;

f. Bowling Centers – Sales Tax Classification Code 713950;

g. Motion Picture Theaters (excluding drive-in theaters) – Sales Tax Classification Code 512131;

h. Hotels – Sales Tax Classification Code 72110; and

i. Residential buildings and dwellings within the DUC only – North American Industry Classification System Code 531110.

2. The construction sales tax exemptions specified in subsections (A)(2) and (3) of this section shall apply to all businesses located in the DUC, EP, M-1, and M-2 zoning districts as set forth in those subsections.

E. Application for Refund.

1. A purchaser claiming an exemption and applying for a refund under this section must pay the tax imposed by ACC 3.60.020. The purchaser may then



apply to the city for a refund in a form and manner prescribed by the city and shall submit information that the city deems adequate to justify the exemption, including but not limited to:

- a. Identification of the vendor/contractor;
- b. North American Industry Classification System (NAICS) code under which the tax was reported;
- c. Name and Unified Business Identifier (UBI) number of the vendor/contractor on the Combined Excise Tax Return filed with the state of Washington; and
- d. Detailed information supporting the amounts reported under the State Use and Sales Tax section of the above report for Location Codes 1702 and 2724.

2. A purchaser may not apply for a refund under this section more frequently than once per quarter. The purchaser must specify the amount of exempted tax claimed and the qualifying purchases for which the exemption is claimed. The purchaser must retain all records provided to the city in making its claim.

3. The city shall determine eligibility under this section based on the information provided by the purchaser, which is subject to audit verification by the city. If the city verifies eligibility, it shall remit eligible taxes paid to the purchaser.

F. Appeals. Any applicant aggrieved by an action of the city concerning eligibility or computation of remittance under this section may file a written appeal to the city's hearing examiner in accordance with Chapter 2.46 ACC within 14 calendar days of receipt of the city's decision. The hearing examiner is specifically authorized to hear and decide such appeals and the decision of the hearing examiner shall be the final action of the city.

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

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

**SECTION 4. EFFECTIVE DATE.** This Ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication as provided by law.

INTRODUCED: \_\_\_\_\_

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

CITY OF AUBURN

\_\_\_\_\_  
NANCY BACKUS  
MAYOR

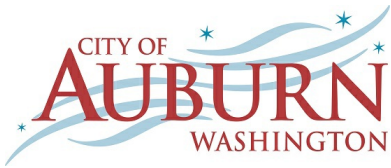
ATTEST:

\_\_\_\_\_  
Danielle E. Daskam  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven L. Gross  
City Attorney

Published: \_\_\_\_\_



## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Surrender Firearms Protocols (Pierson) (20 Minutes)

**Date:**

July 2, 2018

**Department:**

Police

**Attachments:**

[Surrender Firearms Protocol](#)

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

**Background Summary:**

**Reviewed by Council Committees:**

**Councilmember:**

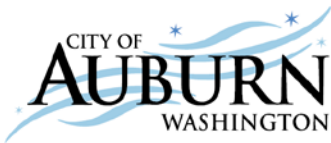
**Staff:**

Pierson

**Meeting Date:** July 9, 2018

Item Number:

**POLICE DEPARTMENT  
MEMORANDUM**



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**DATE:** July 2, 2018  
**TO:** Mayor Backus  
**FROM:** Chief of Police W. Pierson  
**SUBJECT:** Firearms and Extreme Risk Protection Orders

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The Auburn Police Department has the primary responsibility for processing Concealed Pistol Licenses (CPL) and firearm purchases. State law includes some restrictions prohibiting some people from possessing firearms. The following individuals are prohibited from possessing a firearm:

- Anyone convicted\* of a felony;
- Anyone convicted\* of the following DV misdemeanors if committed after July 1, 1993: Assault 4, Coercion, Stalking, Reckless Endangerment, Criminal Trespass, Violation of a Protection Order or No Contact Order.
- During the period of time the person is subjected to a certain restraining/protection orders.
- Those who have been involuntarily committed.
- Those under the age of 18.

\*A conviction is defined as such time as when a guilty plea has been accepted or a verdict of guilt has been filed, regardless of any future proceedings. Conviction includes dismissal entered after a period of probation or deferral of sentence.

Occasionally, the APD will receive an application from an individual whose criminal history return is unclear as to whether the person was "convicted," as defined by the statute, in which case the APD will send the application to the City Attorney's office for further research. This will generally entail the City Attorney's Office requesting additional documentation/information from other courts and police agencies in order to determine whether the application should be granted or denied. There are also occasions where an applicant will have out-of-state criminal history that may or may not disqualify them from possessing a firearm, in which case the application will be sent to our office for further review. Basically, anytime the applicant's criminal history return is unclear, or raises concerns about an applicant's right to possess a firearm, it will be sent to the City Attorney's Office for further research and guidance as to whether the application should be approved.

The Court and prosecutors also get involved in firearms issues. At arraignment, prosecutors submit and the judge generally signs an Order to Surrender Weapons along with a proposed No Contact Order. The orders are based on RCW 9.41.800, which allows for firearms forfeiture orders when the court enters a Domestic violence (DV) No Contact Order (NCO), or in a civil stalking,

anti-harassment, or protection order. In our DV cases, when a NCO is issued, the Defendants are ordered by the judge to surrender their weapons to the Auburn Police Department and provide proof to the court within 5 days. If the Defendant does not either surrender weapons or submit a Declaration of Non-surrender stating that they have no weapons within 5 days, the court will set a review hearing and/or indicate that this must be addressed at their next scheduled hearing, depending upon how soon the next hearing is scheduled. If the prosecutors are able to show (usually based on the word of a victim) that the Defendant does have weapons that he hasn't surrendered, the court can set bail and take the defendant into custody based on the violation of release conditions.

The court can also order firearm forfeiture in cases in which a gun was used or displayed (*i.e.*, in a display of dangerous weapon case), in a DUI when a firearm was found in the defendant's possession during arrest, and if the firearm was found in possession of a person who is determined to be incompetent. See RCW 9.41.098. These are generally cases in which the firearm was confiscated during arrest, rather than surrendered later because of an order to surrender weapons entered by the court.

At the time of conviction of certain misdemeanors, the court will also inform the defendant that based upon the conviction, they have lost their right to possess a firearm. RCW 9.41.040 provides these crimes: Assault in the fourth degree, coercion, stalking, reckless endangerment, criminal trespass in the first degree, or violation of the provisions of a protection order or no-contact order restraining the person or excluding the person from a residence. The Defendant can petition for their firearm rights to be restored by the Superior Court after 3 years if they have no new criminal law violations and they have completed the conditions of the sentence on the case.

## Extreme Risk Protection Orders

### 342.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for petitioning and serving extreme risk protection orders and accounting for the firearms obtained pursuant to those orders (RCW 7.94.010 et seq.).

#### 342.1.1 DEFINITIONS

Definitions related to this policy include:

**Extreme risk protection order** – An order prohibiting a named person from controlling, owning, purchasing, possessing, receiving or otherwise having custody of any firearms.

**Ex parte extreme risk protection order** – An extreme risk protection order that has been issued in the absence of or without notification to the named person.

### 342.2 POLICY

It is the policy of the Auburn Police Department to petition for and serve extreme risk protection orders in compliance with state law and to properly account for firearms obtained by the department pursuant to such orders.

### 342.3 EXTREME RISK PROTECTION ORDERS

An officer who reasonably believes a person is a present danger to him/herself or another person by controlling, owning, purchasing, possessing, receiving or otherwise having custody of a firearm may request permission from his/her supervisor to petition the court for an extreme risk protection order (RCW 7.94.030).

Officers petitioning the court shall use any standard petition and order forms created by the administrative office of the court (RCW 7.94.030; RCW 7.94.150).

See attachment: XR 101 Petition for an Extreme Risk Protection Order.pdf

The petition shall (RCW 7.94.030):

- (a) Allege that the person poses a significant danger of causing personal injury to him/herself or others by controlling, owning, purchasing, possessing, receiving or otherwise having custody of a firearm and be accompanied by an affidavit, made under oath, that provides the specific statements, actions or facts that give rise to a reasonable fear of future dangerous acts by the person.
- (b) Identify the number, types and locations of any firearms that the officer believes to be owned, possessed, controlled or in the custody of the person.
- (c) Identify any other known existing protection orders governing the person.
- (d) Identify, if reasonably identifiable, any pending lawsuits, complaints, petitions or other action between the person and the Auburn Police Department.

## *Extreme Risk Protection Orders*

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- (e) Include an attestation that the officer provided notice of the intent to seek the order to a family or household member of the person and to any third party who the officer reasonably believes may be at risk of violence, or an attestation to the steps that will be taken to provide this notice.

An officer may also seek an ex parte extreme risk protection order, without notice to the person, by including in the petition detailed allegations based on personal knowledge that the person poses a significant danger of causing personal injury to him/herself or others in the near future by having in his/her custody or control, purchasing, possessing or receiving a firearm (RCW 7.94.050).

### 342.3.1 NOTICE OF PETITION

When a member of the Auburn Police Department petitions for an extreme risk protection order, he/she shall make a good faith effort to provide notice to a family or household member of the person and to any third party who the member reasonably believes may be at risk of violence. The notice shall state the intention to seek an extreme risk protection order or that the order has already been sought and include referrals to appropriate resources, including mental health, domestic violence and counseling (RCW 7.94.030).

### 342.4 SERVICE

Service of notice of hearing and petitions, ex parte extreme risk protection orders and extreme risk protection orders should take precedence over the service of other documents, unless the other documents are of a similar emergency nature (RCW 7.94.040; RCW 7.94.060).

Officers serving a notice of hearing and petition for an extreme risk protection order should make reasonable efforts to personally serve the person no less than five court days prior to the hearing. If an ex parte extreme risk protection order was issued, then the order, notice of hearing and the petition are served together (RCW 7.94.040; RCW 7.94.050).

Officers assigned to serve an extreme risk protection order should make reasonable efforts to personally serve the order not more than 10 days after the Auburn Police Department received the order (RCW 7.94.060).

When timely personal service is not completed, the officer should notify the court and take reasonable steps to notify the petitioner (RCW 7.94.040; RCW 7.94.060).

The officer serving any extreme risk protection order, including an ex parte order, shall (RCW 7.94.090):

- (a) Request that any firearms and any concealed pistol license be immediately surrendered and issue a receipt for the surrendered items.
  1. The officer should ensure the original receipt is forwarded to the Records Manager.
- (b) Take into custody any firearms discovered in plain view or pursuant to consent or other lawful search.
- (c) As soon as practicable, but by the end of his/her shift, submit the proof of service to the Records Manager.

## *Extreme Risk Protection Orders*

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All firearms collected shall be handled and booked in accordance with the Property and Evidence Policy.

### **342.5 SEARCH WARRANTS**

If a person who has been served with an extreme risk protection order refuses to surrender any firearm, the officer should consider whether to seek a search warrant. If a search warrant is to be obtained, the preparation and service of the search warrant shall be done in accordance with the Warrant Service Policy.

### **342.6 RECORDS MANAGER RESPONSIBILITIES**

The Records Manager is responsible for ensuring that:

- (a) Orders received by the court are entered into the national instant criminal background check system or any other federal or state computer-based system used by the department that identifies prohibited purchasers of firearms, and into any other computer-based criminal intelligence information systems used by the department that lists outstanding warrants (RCW 7.94.110).
- (b) The original receipt of surrendered firearms is filed with the court within 72 hours of service of an extreme risk protection order. A copy of the receipt shall also be properly maintained by the department (RCW 7.94.090).
- (c) Any proofs of service for notices or orders are filed with the court.
- (d) Expired or terminated orders entered into computer based-systems by the department are removed (RCW 7.94.110).

### **342.7 COURT-ORDERED FIREARMS SURRENDERS**

Authorized members should accept firearms and a concealed pistol license from any person who is the subject of an extreme risk protection order. The member receiving any firearm shall:

- (a) Record the person's name, address and telephone number.
- (b) Record the serial number of the firearm.
- (c) Prepare an incident report and property report.
- (d) Provide a property receipt to the person who surrendered the firearms (RCW 7.94.90).
  - 1. The original receipt is to be forward to the Records Manager.
- (e) Package and submit the firearms in accordance with the Property and Evidence Policy.

### **342.8 RELEASE OF FIREARMS**

Firearms that were taken into custody or surrendered pursuant to an extreme risk protection order should be returned to the restrained person upon the expiration of the order, in accordance with the Property and Evidence Policy (RCW 7.94.100).



*Extreme Risk Protection Orders*

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**342.9 RENEWAL OF EXTREME RISK PROTECTION ORDER**

The Investigations Commander is responsible for review of an extreme risk protection order obtained by the department, to determine if renewal should be requested within the time prescribed by law (RCW 7.94.080).

## Attachments

\_\_\_\_\_ **Court of Washington**  
**For** \_\_\_\_\_ **County**

\_\_\_\_\_  
 Petitioner  
 vs.  
 \_\_\_\_\_  
 Respondent DOB \_\_\_\_\_

No. \_\_\_\_\_

**Petition for an Extreme Risk  
 Protection Order  
 (PT)**

**General Information**

- 1.A**  I am a family or household member of the respondent. My relationship with the respondent is (check all that apply):
- |  |  |
|--|--|
| <input type="checkbox"/> Spouse or former spouse                           | <input type="checkbox"/> Blood relation other than parent or child |
| <input type="checkbox"/> Parent of a child in common                       | <input type="checkbox"/> Current or former legal guardian          |
| <input type="checkbox"/> Current or former domestic partner                | <input type="checkbox"/> Stepparent or stepchild                   |
| <input type="checkbox"/> Current or former cohabitant within the past year | <input type="checkbox"/> Parent or child                           |
| <input type="checkbox"/> Current or former dating relationship             | <input type="checkbox"/> In-law                                    |

- 1.B**  I am filing on behalf of \_\_\_\_\_ law enforcement agency.
- I have already notified the respondent's family or household members and any known 3rd parties who may be at risk of violence; OR
- My agency will make a good faith effort to provide notice to them by  telephone  email  in-person  other \_\_\_\_\_ within a reasonable period of time.

- 2.**  I reside in this county.  
 I am filing on behalf of a law enforcement agency that is located in this county.  
 The respondent resides in this county.

**3.** Describe below any firearms the respondent currently owns, possesses, has custody of or controls.

Type of firearm	How many firearms?	Where is the firearm kept?	Date/time/place you last saw the firearm
<input type="checkbox"/> Handgun			
<input type="checkbox"/> Shotgun / Rifle			
<input type="checkbox"/> Assault Rifle			

**Check all the boxes that apply and describe below:**

- Respondent has access to someone else's firearm.
- Respondent expressed an intent to obtain a firearm.
- Respondent has unlawfully or recklessly used, displayed, or brandished a firearm.
- Respondent recently acquired a firearm.

Describe:

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**4. Between the respondent and me:** List any criminal or civil protection, restraining or no-contact orders, pending lawsuits, or other legal action: *If you have more than three matters, list details on additional sheet.*

	Case #1	Case #2	Case #3
Case Name			
Case Number			
Court/County/State			
Type of Case			
Protected Person			
Was there any order violation?			

**5. Between the respondent and any other person:** List any criminal or civil protection, restraining or no-contact orders: *If you have more than three matters, list details on additional sheet.*

	Case #1	Case #2	Case #3
Protected Person			
Case Number			
Court/County/State			
Was there any order violation?			

**6. Request for an Extreme Risk Protection Order**

I want a temporary extreme risk protection order effective immediately, without prior notice to respondent, that lasts up to 14 days, or until the court hearing:

These are the specific facts known to me that cause me to believe the respondent poses a **significant danger in the near future** of causing personal injury to self or others by having custody or control, purchasing, possessing, or receiving firearms. More detailed information is provided in the Statement in section 7.

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**After a hearing, where the respondent has a right to be present, I want the court to issue an Extreme Risk Protection Order that lasts for one year:**

After the hearing, I want the court to issue an Extreme Risk Protection Order that lasts for one year because the respondent poses a significant danger of causing personal injury to self or others by having custody or control, purchasing, possessing, or receiving a firearm.

My statement below includes the respondent's specific words, actions, or other facts that cause me to have a reasonable fear of **future** dangerous acts by respondent.

**7. Statement**

To enter an Extreme Risk Protection Order, the court must find it more likely than not that the respondent poses a significant danger of causing personal injury to self or others by having custody or control, purchasing, possessing, or receiving a firearm.

**Complete all sections that apply.**

**8. Convictions or Arrests.** Check all the boxes that apply and describe below:

Respondent has been arrested or convicted of a:

- domestic violence crime.
- felony or violent crime.

Describe (Include location, court name, and case number, if known.)

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**9. Violence:** Check each box that applies and explain below.

- Respondent has recently committed or threatened violence against self or others, whether or not respondent had a firearm.
- Respondent has shown, within the past 12 months, a pattern of acts or threats of violence, which can include violent acts against self or others.
- Respondent has a history of use, attempted use, or threatened use of physical force against another person.
- Respondent has a history of stalking another person.

Explain:

Date/When	Describe what happened.

**10. Respondent's mental health**

Describe any dangerous mental health issues of the respondent.

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**11. Corroborated evidence of respondent's alcohol or controlled substance abuse.**

Describe any evidence and attach any documents corroborating (supporting) the respondent's abuse of alcohol, legal or illegal drugs.

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**12. Other important information** that you think will help the court make a decision.

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**13. You must provide an address where you can be served with legal documents.** Chose ONE option then write the address in the line below:

- I can be served with legal documents at the address below: OR
- Disclosing my residential address would risk harm to me or a member of my family or household. I can be served with legal documents at the alternate address below: OR
- I am filing on behalf of a law enforcement agency. Service can be made at the law enforcement agency address listed below:

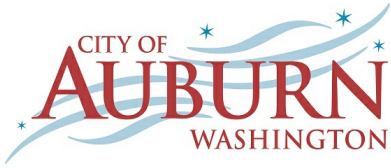
Address: \_\_\_\_\_

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Dated: \_\_\_\_\_ at \_\_\_\_\_, Washington.

\_\_\_\_\_  
Signature of Petitioner

\_\_\_\_\_  
Print Name and if Law enforcement Badge No.



**AGENDA BILL APPROVAL FORM**

Agenda Subject:  
Matrix

Date:  
July 2, 2018

Department:  
Administration

**Attachments:**  
[Matrix](#)  
[Special Focus Areas](#)

Budget Impact:  
Current Budget: \$0  
Proposed Revision: \$0  
Revised Budget: \$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: July 9, 2018

Item Number:



## COUNCIL MATRIX

NO.	TOPIC	Chair	STAFF LEAD(S)	STUDY SESSION REVIEW DATE(S)	COUNCIL DISCUSSION SUMMARY	ACTION DATE
1	Capital Projects Update and Featured Capital Project Discussion	Chair DaCorsi Vice Chair Deputy Mayor Baggett	Asst. Director Gaub	8/27/2018		
2	Livable Cities Update	Chair DaCorsi Vice Chair Deputy Mayor Baggett	Asst. Director Tate	8/27/2018		
3	Community Court	Chair Brown Vice Chair Pelozo	Director Martinson	TBD		
4	DV Model Firearms Program	Chair Brown Vice Chair Pelozo	Chief Pierson	7/9/2018		
5	Park Rules	Chair Brown Vice Chair Pelozo	Director Faber	TBD		
6	Airport Advisory Board Update	Chair Brown Vice Chair Pelozo	Asst Director Gaub	8/13/2018		
7	Homelessness Update	Chair Trout-Manuel Vice Chair Wales	Director Hinman	7/23/2018		
8	Multicare Behavioral Health Facility Update	Chair Trout-Manuel Vice Chair Wales	Director Hinman		Presentation on 5/29/18	
9	One Table Presentation	Chair Trout-Manuel Vice Chair Wales	Dana Hinman	7/23/2018	Presentation on 5/29/18	
10	Cost of Service Study - Planning and Development Fees	Chair Holman Vice Chair Brown	Finance Director Coleman	10/8/2018		
11	Annexations (islands and peninsulas)	Chair Holman Vice Chair Brown	City Attorney Gross	TBD		

# SPECIAL FOCUS AREAS

HEALTH & HUMAN SERVICES	FINANCE & ECONOMIC DEVELOPMENT	PUBLIC WORKS & COMMUNITY DEVELOPMENT	MUNICIPAL SERVICES
HUMAN SERVICES FUNDING PUBLIC WELLNESS DOMESTIC VIOLENCE SERVICES HOMELESSNESS SERVICES AFFORDABLE HOUSING COMMUNITY SERVICES HUMAN RESOURCES MEDICAL COMMUNITY RELATIONS	CITY BUDGET & AMENDMENTS RISK MANAGEMENT EQUIPMENT RENTAL FACILITIES CITY REAL PROPERTY LEGAL DEVELOPMENT INCENTIVES BUSINESS DEVELOPMENT ECONOMIC DEVELOPMENT STRATEGIES	UTILITIES ZONING, CODES & PERMITS INNOVATION & TECHNOLOGY TRANSPORTATION STREETS ENGINEERING CAPITAL PROJECTS SUSTAINABILITY ENVIRONMENTAL PROTECTION CULTURAL ARTS & PUBLIC ARTS PLANNING	POLICE SCORE JAIL DISTRICT COURT PARKS & RECREATION ANIMAL CONTROL SOLID WASTE EMERGENCY PLANNING AIRPORT AIRPORT BUSINESSES SISTER CITIES MULTIMEDIA
Councilmember Trout-Manuel, Chair Councilmember Wales, Vice Chair	Councilmember Holman, Chair Councilmember Brown, Vice Chair	Councilmember DaCorsi, Chair Deputy Mayor Baggett, Vice Chair	Councilmember Brown, Chair Councilmember Pelozo, Vice Chair
2018 MEETING DATES January 22, 2018 March 26, 2018 May 29, 2018 July 23, 2018 September 24, 2018 November 26, 2018	2018 MEETING DATES February 12, 2018 April 9, 2018 June 11, 2018 August 13, 2018 October 8, 2018 December 10, 2018	2018 MEETING DATES February 26, 2018 April 23, 2018 June 25, 2018 August 27, 2018 October 22, 2018 December 24, 2018	2018 MEETING DATES January 8, 2018 March 12, 2018 May 14, 2018 July 9, 2018 September 10, 2018 November 13, 2018