	<p style="text-align: center;"><b>City Council Meeting</b>  <b>March 4, 2019 - 7:00 PM</b>  <b>City Hall Council Chambers</b>  <b>AGENDA</b>  <b>Watch the meeting LIVE!</b></p> <p style="text-align: center;"><b>Watch the meeting video</b>  Meeting videos are not available until 72  hours after the meeting has concluded.</p>
---	---

**I. CALL TO ORDER**

- A. **Pledge of Allegiance**
- B. **Roll Call**

**II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

- A. Goodwill Ambassadors Proclamation  
Mayor Backus to proclaim the designation of Amanda Enz, Miss Auburn 2019, and Austin Douglas, Miss Auburn's Outstanding Teen 2019, as "Goodwill Ambassadors for the City of Auburn."

**III. APPOINTMENTS**

- A. Transportation Advisory Board Reappointments  
City Council to confirm the following reappointments to the Transportation Advisory Board for three-year terms expiring December 31, 2021:

Steve Carstens  
Michael Harbin Jr.

**(RECOMMENDED ACTION: Move to confirm the Transportation Advisory Board appointments)**

- B. Civil Service Commission  
City Council to confirm the appointment of Stan Adamski to the Civil Service Commission for a six-year term to expire December 31, 2024

**(RECOMMENDED ACTION: Move to confirm the Transportation Advisory Board appointment)**

- C. Junior City Council  
City Council to confirm the appointment of Jonathan Mulenga to the Junior City Council for a two-year term to expire August 31, 2020

**(RECOMMENDED ACTION: Move to confirm the Transportation Advisory Board appointment)**

- D. Business Improvement Area Committee of Ratepayers

City Council to confirm the appointment of John Rottle to the Business Improvement Area Committee of Ratepayers for a three-year term to expire December 31, 2021.

**(RECOMMENDED ACTION: Move to confirm the Business Improvement Area Committee of Ratepayers appointment)**

**IV. AGENDA MODIFICATIONS**

**V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE**

**A. Public Hearings**

1. Public Hearing to Accept Comments on the Draft 2019 Stormwater Management Program Plan (Gaub)  
City Council hold a public hearing to accept comments on the draft 2019 Stormwater Management Program Plan

**B. Audience Participation**

*This is the place on the agenda where the public is invited to speak to the City Council on any issue. Those wishing to speak are reminded to sign in on the form provided.*

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

**VI. 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 Wales)

**VII. 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 February 26, 2018 and January 28, 2019 Study Sessions
- B. Minutes of the February 19, 2019 Special City Council Meeting
- C. Minutes of the February 19, 2019 Regular Council Meeting
- D. Claims Vouchers (Coleman)  
Claim voucher numbers 452703 through 452865 in the amount of \$857,871.19 and five wire transfers in the amount of \$736,744.20 and dated March 4th, 2019.
- E. Payroll Vouchers (Coleman)  
Payroll check numbers 538359 through 538369 in the amount of \$559,382.42, electronic deposit transmissions in the amount of \$1,994,836.37 for a grand total of \$2,554,218.79 for the period covering February 14, 2019 to February 27, 2019.

F. Public Works Project No. CP1709

Approve Change Order No. 1 in the amount of \$87,450.00 to Contract No. 18-07 for work on Project No. CP1709, Reservoir No.1 Seismic Control Valve

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

**VIII. UNFINISHED BUSINESS**

**IX. NEW BUSINESS**

**X. ORDINANCES**

A. Ordinance No. 6709 (Gaub)

An Ordinance of the City Council of the City of Auburn, Washington, authorizing the renewal of Ordinance No. 6491 and Ordinance No. 6575 for T-Mobile West LLC, Franchise Agreement No. 13-37 for a wireless telecommunications system

**(RECOMMENDED ACTION: Move to waive Council Rules and adopt Ordinance No. 6709)**

**XI. RESOLUTIONS**

A. Resolution No. 5411 (Hinman)

A Resolution of the City Council of the City of Auburn, Washington, approving the Lodging Tax Grant disbursements recommended by the Auburn Lodging Tax Advisory Committee

**(RECOMMENDED ACTION: Move to adopt Resolution No. 5411)**

**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**

B. **From the Mayor**

**XIII. 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 to Accept Comments on the Draft 2019  
Stormwater Management Program Plan (Gaub)

**Date:**

February 20, 2019

**Department:**

Public Works

**Attachments:**

[Draft 2019 Stormwater Management Program  
Plan](#)

**Budget Impact:**

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

**Administrative Recommendation:**

City Council hold a public hearing to accept comments on the draft 2019 Stormwater Management Program Plan.

**Background Summary:**

A public hearing is required to be held to accept comments on the draft 2019 Stormwater Management Program Plan (SWMP) that was presented at the February 25, 2019 City Council Study Session. Written comments have also been accepted through the close of business March 4, 2019.

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

Gaub

**Meeting Date:** March 4, 2019

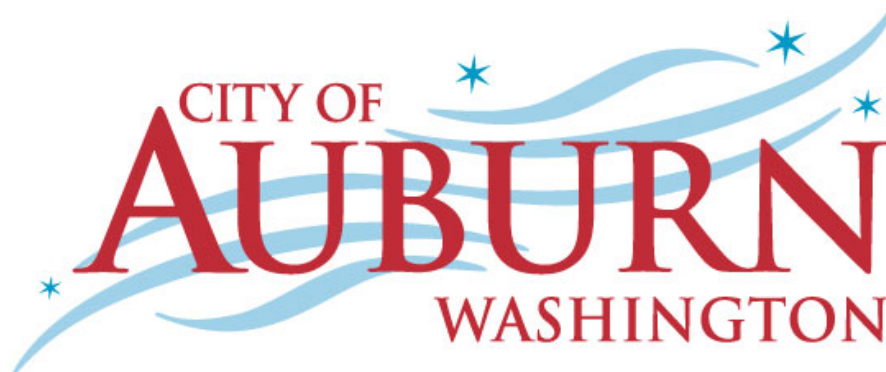
**Item Number:**

PH.1

CITY OF AUBURN  
2019 STORMWATER MANAGEMENT  
PROGRAM PLAN

---

City of Auburn, WA  
March 2019



## TABLE OF CONTENTS

---

1. INTRODUCTION.....	1
1.1 Overview.....	1
1.2 Regulatory Background .....	1
1.3 City of Auburn Regulated Area .....	2
1.4 SWMP Implementation Responsibilities .....	2
1.5 Document Organization .....	2
2. STORMWATER MANAGEMENT PROGRAM ADMINISTRATION .....	4
2.1 Permit Requirements .....	4
2.2 Planned 2019 Compliance Activities.....	4
3. PUBLIC EDUCATION AND OUTREACH .....	5
3.1 Permit Requirements .....	5
3.2 Planned 2019 Compliance Activities.....	5
4. PUBLIC INVOLVEMENT AND PARTICIPATION .....	7
4.1 Permit Requirements .....	7
4.2 Planned 2019 Compliance Activities.....	7
5. ILLICIT DISCHARGE DETECTION AND ELIMINATION .....	8
5.1 Permit Requirements .....	8
5.2 Planned 2019 Compliance Activities.....	8
6. CONTROLLING RUNOFF FROM NEW DEVELOPMENT, REDEVELOPMENT, AND CONSTRUCTION SITES..	10
6.1 Permit Requirements .....	10
6.2 Planned 2019 Compliance Activities.....	11
7. MUNICIPAL OPERATIONS AND MAINTENANCE .....	12
7.1 Permit Requirements .....	12
7.2 Planned 2019 Compliance Activities.....	13
8. COMPLIANCE WITH TOTAL MAXIMUM DAILY LOAD REQUIREMENTS .....	14
8.1 Planned 2019 Compliance Activities.....	15
9. MONITORING.....	16
9.1 Permit Requirements .....	16
9.2 Planned 2019 Compliance Activities.....	16
APPENDIX A .....	17

## LIST OF TABLES

---

Table 2-1. 2019 Stormwater Management Administration Program Work Plan .....	4
Table 3-1. 2019 Public Education and Outreach Work Plan .....	6
Table 4-1. 2019 Public Involvement and Participation Work Plan.....	7
Table 5-1. 2019 Illicit Discharge Detection and Elimination Work Plan.....	8
Table 6-1. 2019 Controlling Runoff from Development, Redevelopment, and Construction Sites Work Plan.....	11
Table 7-1. 2019 Municipal Operations and Maintenance Work Plan .....	13
Table 8-1. 2019 Compliance with TMDL Load Requirements Work Plan .....	15
Table 9-1. 2019 Water Quality Monitoring Work Plan .....	16

---

# CITY OF AUBURN 2019 STORMWATER MANAGEMENT PROGRAM PLAN

---

## 1. INTRODUCTION

### 1.1 Overview

This document presents the City of Auburn's Stormwater Management Program (SWMP). Preparation and maintenance of this SWMP Plan is required by the Washington State Department of Ecology (Ecology) as a condition of the Western Washington Phase II Municipal Stormwater Permit (the Phase II Permit). The Phase II permit covers discharges from regulated small municipal separate storm sewer systems (MS4s). The SWMP Plan is intended to inform the public of the planned SWMP activities for the upcoming year.

The permit to discharge stormwater is designed to reduce the discharge of pollutants, protect water quality, and meet the requirements of the federal Clean Water Act.

Appendix A includes acronyms and definitions from the Permit to help the reader understand the City's Stormwater Management Program.

### 1.2 Regulatory Background

The National Pollutant Discharge Elimination System (NPDES) permit program is a requirement of the federal Clean Water Act, which is intended to protect and restore waters for "fishable, swimmable" uses. The federal Environmental Protection Agency (EPA) has delegated permit authority to state environmental agencies, and these agencies can set permit conditions in accordance with and in addition to the minimum federal requirements. In Washington, the NPDES-delegated permit authority is the Washington State Department of Ecology (Ecology).

In Washington, municipalities with a population of over 100,000 are designated as Phase I communities and must comply with Ecology's Phase I NPDES Municipal Stormwater Permit. Auburn's population is below the 100,000 threshold, so the City must comply with the Phase II Municipal Stormwater Permit. About 100 other municipalities in Washington must also comply with the Phase II Permit, as operators of small municipal separate storm sewer systems (MS4s). Ecology's Phase II Municipal Stormwater Permit is available on Ecology's website at

[https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Municipal-stormwater-general-permits/Western-Washington-Phase-II-Municipal-Stormwat-\(1\)](https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Municipal-stormwater-general-permits/Western-Washington-Phase-II-Municipal-Stormwat-(1))

The Permit allows municipalities to discharge stormwater runoff from municipal drainage systems into the state's water bodies (e.g., streams, rivers, lakes, wetlands, and aquifers) as long as municipalities implement programs to protect water quality by reducing the discharge of "non-point source" pollutants to the "maximum extent practicable" (MEP) through application of Permit-specified "best management practices" (BMPs). The BMPs specified in the Permit are collectively referred to as the Stormwater Management Program (SWMP) and grouped under the following Program components:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination



- Controlling Runoff from New Development, Redevelopment, and Construction Sites
- Municipal Operations and Maintenance

In addition to the SWMP components the Permit contains special conditions covering:

- Compliance with Total Maximum Daily Load requirements
- Monitoring and Assessment
- Reporting Requirements

The Permit issued by Ecology became effective on August 1, 2013, was modified January 16, 2014 and was to expire on July 31, 2018. **Ecology opted to extend the Permit for one year as they prepared the new permit conditions. In accordance with WAC 173-226-220(3), the 2013 – 2018 permit will remain in effect during the extension.** The Permit requires the City to submit an annual report no later than March 31<sup>st</sup> of each year on progress in SWMP implementation. The Permit also requires submittal of a SWMP Plan which describes proposed SWMP activities for the current calendar year. The SWMP Plan is to be updated annually and be included in the submittal of the previous year's annual report.

### 1.3 City of Auburn Regulated Area

The Western Washington Phase II Permit applies to operators of regulated small MS4s that discharge stormwater to waters of Washington State located west of the crest of the Cascade Range (west of the eastern boundaries of Whatcom, Skagit, Snohomish, King, Pierce, Lewis and Skamania counties). For cities, the Permit requirements extend to those areas of each City that drain to MS4s. Most of Auburn drains to MS4s that ultimately discharge into the Green River, the White River, or Mill Creek. In addition, some portions of the City drain to public infiltration facilities where the stormwater soaks into the ground.

### 1.4 SWMP Implementation Responsibilities

The Utilities Engineering Division in the Public Works Department coordinates the overall administration of efforts to comply with Permit requirements. The work plan tables in each Chapter provide the lead departments for the associated task. Other major departments/divisions included in the 2019 SWMP implementation are the Maintenance and Operations (M&O) Division of the Public Works Department, Community Development (CD), Human Resources (HR), Permit Center, Innovation and Technology (IT), and Parks.

### 1.5 Document Organization

The contents of this document are based upon Permit requirements and Ecology's "Guidance for City and County Annual Reports for Western Washington, Phase II Municipal Stormwater General Permits." The program components of this SWMP are organized as listed in the Permit:

- **Section 2.0** addresses administering the City's Stormwater Management Program.
- **Section 3.0** addresses public education and outreach.
- **Section 4.0** addresses public involvement and participation.
- **Section 5.0** addresses illicit discharge detection and elimination.
- **Section 6.0** addresses controlling runoff from new development, redevelopment, and construction sites.
- **Section 7.0** addresses municipal operations and maintenance.

- **Section 8.0** addresses compliance with TMDL requirements.
- **Section 9.0** addresses monitoring.

Each section includes a summary of the relevant Permit requirements and a table showing the planned activities for 2019. This document also includes acronyms and definitions in Appendix A for easy reference.

# CITY OF AUBURN 2019 STORMWATER MANAGEMENT PROGRAM PLAN

## 2. STORMWATER MANAGEMENT PROGRAM ADMINISTRATION

This section of the SWMP describes Permit requirements related to overall Stormwater Management Program administration, and planned compliance activities for 2019.

### 2.1 Permit Requirements

The Permit (Section S5.A) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Develop and implement a Stormwater Management Program (SWMP) and prepare written documentation (SWMP Plan) for submittal to Ecology by March 31 of each year. The purpose of the SWMP is to reduce the discharge of pollutants from the municipal stormwater system to the maximum extent practicable and thereby protect water quality. The SWMP Plan is intended to inform the public of the planned SWMP activities for the upcoming calendar year, including any actions to meet the requirements of S7 Compliance with Total Maximum Daily Load Requirements, and S8 Monitoring.
- Implement a program for gathering, tracking, maintaining, and using information to evaluate SWMP development, implementation and permit compliance and to set priorities.
- Coordinate with other permittees on stormwater related policies programs, and projects within adjacent or shared areas.
- Coordinate between City departments to eliminate barriers to compliance with the terms of the permit.

### 2.2 Planned 2019 Compliance Activities

Auburn has positioned itself to maintain compliance. Table 2-1 presents the proposed work plan for the 2019 SWMP administration activities.

Table 2-1. 2019 Stormwater Management Administration Program Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
SWMP-1	Revise and update the City's Stormwater Management Program Plan (SWMP Plan) to identify planned SWMP activities for 2019.	Utilities Engineering	The SWMP submittal is due by March 31st of each year.
SWMP-2	Track program element implementation.	Utilities Engineering	Annual Reporting is due by March 31st of each year.

# CITY OF AUBURN 2019 STORMWATER MANAGEMENT PROGRAM PLAN

---

## 3. PUBLIC EDUCATION AND OUTREACH

This section describes the Permit requirements related to public education and outreach, and planned compliance activities for 2019.

### 3.1 Permit Requirements

The Permit (Section S5.C.1) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Prioritize and target education and outreach activities to specified audiences, including the general public, businesses, residents/homeowners, landscapers, property managers, engineers, contractors, developers, and land use planners to build general awareness and to effect behavior change with the intent to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts.
- Have an outreach program that is designed to improve the target audience's understanding of the problem and what they can do to solve it.
- Create and/or partner with existing organizations to encourage residents to participate in stewardship opportunities.
- Measure the understanding and adoption of the targeted behaviors for at least one target audience in at least one subject area. Use the resulting measurements to direct education and outreach resources most effectively.
- Track and maintain records of public education and outreach activities.

### 3.2 Planned 2019 Compliance Activities

The City plans to continue the program that has been developed over the permit cycle. The target audiences include:

- The general public
- Businesses (including home-based and mobile businesses)
- Residents/homeowners
- Landscapers
- Property managers
- Engineers, contractors, developers and land use planners

Table 3-1 presents the work plan for the 2019 SWMP public education and outreach activities.

Table 3-1. 2019 Public Education and Outreach Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
EDUC-1	Continue collaboration with other NPDES municipalities through Stormwater Outreach for Regional Municipalities (STORM) and Puget Sound Starts Here efforts to promote regional education and outreach programs.	Utilities Engineering	Refinements to existing public education and outreach activities are on-going.
EDUC-2	Refine education and outreach strategy to supplement existing education activities. An example would be evaluating the current pet waste cleanup education strategy to determine whether more frequent outreach is required.	Utilities Engineering	
EDUC-3	Implement new or modify existing education and outreach activities. An example would be modifying the school classroom education program.	Utilities Engineering	
EDUC-4	Staff training related to Surface Water Management Manual Implementation/Technical Standards: <ul style="list-style-type: none"> <li>• Permitting</li> <li>• Plan Review</li> <li>• Site Inspections</li> <li>• Maintenance Standards.</li> </ul>	Community Development and Public Works Departments	
EDUC-4a	Continue to educate city staff and elected officials on Low Impact Development stormwater management techniques.	Public Works and Community Development Departments	Ongoing
EDUC-4b	Educate the general public and developers to develop a common level of knowledge related to Low Impact Development stormwater management principles and techniques.	Public Works and Community Development Departments	Ongoing
EDUC-5	Inform public employees, businesses and the general public of the hazards associated with illegal discharges and improper disposal of waste.	Utilities Engineering	Ongoing
EDUC-6	Provide stewardship opportunities such as planting native plants and invasive species removal at the Auburn Environmental park.	Community Development Department	Ongoing

# CITY OF AUBURN 2019 STORMWATER MANAGEMENT PROGRAM PLAN

## 4. PUBLIC INVOLVEMENT AND PARTICIPATION

This section describes the Permit requirements related to public involvement and participation, and planned compliance activities for 2019.

### 4.1 Permit Requirements

The Permit (Section S5.C.2) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Provide ongoing opportunities for public involvement and participation through advisory boards or commissions, public hearings, watershed committees, public participation in developing rate structures and budgets, or other similar activities. The public must be able to participate in the decision-making processes, including development, implementation, and update of the SWMP.
- Make the SWMP Plan and Annual Compliance Report available to the public, by posting on the City's website. Make any other documents required to be submitted to Ecology in response to Permit conditions available to the public.

### 4.2 Planned 2019 Compliance Activities

The City of Auburn has a history of including the public in decision making. Table 4-1 below presents the work plan for the 2019 SWMP public involvement and participation activities.

Table 4-1. 2019 Public Involvement and Participation Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
PI-1	Provide public involvement opportunities for annual SWMP update.	Utilities Engineering	Public involvement opportunities will be available before the March 31, 2019 submittal.
PI-2	Make SWMP document Report available to public by posting on the City website.	Utilities Engineering	

# CITY OF AUBURN 2019 STORMWATER MANAGEMENT PROGRAM PLAN

## 5. ILLICIT DISCHARGE DETECTION AND ELIMINATION

This section describes the Permit requirements related to illicit discharge detection and elimination (IDDE), and planned compliance activities for 2019.

### 5.1 Permit Requirements

The Permit (Section S5.C.3) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Implement an ongoing program to detect and remove illicit discharges, connections, and improper disposal, including any spills into the municipal separate storm sewers owned or operated by the City.
- Maintain a storm sewer system map, have ordinances that prohibit illicit discharges, and implement an ongoing program to detect and address illicit discharges.
- Publicly list and publicize a hotline or other local telephone number for public reporting of spills and other illicit discharges. Track illicit discharge reports and actions taken in response through close-out, including enforcement actions.
- Inform public employees, businesses and the general public of hazards associated with illegal discharges and improper disposal of waste.
- Train staff on proper IDDE response SOPs and train municipal field staff to recognize and report illicit discharges.
- Summarize all illicit discharges and connections reported to the City and response actions taken, including enforcement actions, in the Annual Compliance Report; identify any updates to the SWMP.

### 5.2 Planned 2019 Compliance Activities

Table 5-1 presents the work plan for 2019 SWMP illicit discharge detection and elimination activities.

Table 5-1. 2019 Illicit Discharge Detection and Elimination Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
IDDE-1	Continue to implement City-wide IDDE Program and develop any necessary supplemental IDDE activities. Enforce ACC 13.48.210 using education and technical support as a first action and escalating code enforcement as needed. Publicize a phone number for public reporting of spills and illicit discharges.	Utilities Engineering	Ongoing
IDDE-2	Continue to review and update storm system map to address data gaps and Permit requirements.	Utilities Engineering/IT	Ongoing

IDDE-3	Provide IDDE training to new hires in Utility Engineering and Maintenance & Operations.	Utilities Engineering	Ongoing
IDDE-4	Perform IDDE field screening of at least 12% of MS4 annually.	Utilities Engineering and M&O	Ongoing



## CITY OF AUBURN 2019 STORMWATER MANAGEMENT PROGRAM PLAN

---

### 6. CONTROLLING RUNOFF FROM NEW DEVELOPMENT, REDEVELOPMENT, AND CONSTRUCTION SITES

This section describes the Permit requirements related to controlling runoff from new development, redevelopment, and construction sites, and planned compliance activities for 2019.

#### 6.1 Permit Requirements

The Permit (Section S5.C.4) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Implement, and enforce a program to reduce pollutants in stormwater runoff (i.e., illicit discharges) to the municipal separate storm sewer system from new development, redevelopment, and construction site activities. The program must apply to both private and public projects, including roads, and address all construction/development-associated pollutant sources.
- Have adopted regulations (codes and standards), plan review, inspection, and escalating enforcement SOPs necessary to implement the program in accordance with Permit conditions, including the minimum technical requirements in Appendix 1 of the Permit by December 31, 2016.
- Review, revise and make effective local development-related codes, rules, standards, or other enforceable documents to incorporate and require Low Impact Development (LID) principles and LID best management practices (BMPs) with the intent of making LID the preferred and commonly-used approach to site development by December 31, 2016.
- Participate in watershed-scale stormwater planning under condition S5.C.4.c of the Phase I Municipal Stormwater General Permit if required.
- Have adopted regulations (codes and standards) and processes to verify adequate long-term operations and maintenance of new post-construction permanent stormwater facilities and BMPs in accordance with Permit conditions, including an annual inspection frequency and/or approved alternative inspection frequency and maintenance standards for private drainage systems as protective as those in Chapter 4 of Volume V of the 2012 Ecology Stormwater Management Manual for Western Washington by December 31, 2016.
- Provide copies of the Notice of Intent (NOI) for construction or industrial activities to representatives of the proposed new development and redevelopment.
- Provide training to staff on the new codes, standards, and SOPs and create public education and outreach materials.
- Record and maintain records of all inspections and enforcement actions by staff.
- Summarize annual activities for the “Controlling Runoff” component of the Annual Compliance Report; identify any updates to the SWMP.

## 6.2 Planned 2019 Compliance Activities

The City has a program to help reduce stormwater runoff from new development and construction sites. Table 6-1 presents the work plan for 2019 SWMP activities related to runoff control for new development, redevelopment, and construction sites.

Table 6-1. 2019 Controlling Runoff from Development, Redevelopment, and Construction Sites Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
CTRL-1	Track and report construction, new development, and redevelopment permits, inspections and enforcement actions.	Community Development/ Permit Center	On-going
CTRL-1a	Prior to clearing and construction, inspect all permitted development sites that have a high potential for sediment transport.	Construction	On-going
CTRL-1b	Inspect all permitted development sites during construction.	Construction	On going
CTRL-1c	Inspect all permitted development sites upon completion of construction and prior to final approval or occupancy.	Construction	Ongoing
CTRL-1d	Inspect all permanent stormwater treatment and flow control BMPs/facilities and catch basins in new residential developments every six months until 90% of the lots are constructed or construction has stopped and site is fully stabilized.	Construction	Ongoing
CTRL-2	Conduct annual inspection of all treatment and flow control BMPs/facilities (other than catch basins) – i.e., private systems.	Utilities Engineering	On-going
CTRL-6	Provide copies of the "Notice of Intent for Construction Activity" and copies of the "Notice of Intent for Industrial Activity" to representatives of proposed new development and redevelopment.	Permit Center	Ongoing
CTRL-7	Enforce local ordinances controlling runoff from sites that are also covered by stormwater permits issued by Ecology.	Construction and Code Enforcement	Ongoing

# CITY OF AUBURN 2019 STORMWATER MANAGEMENT PROGRAM PLAN

---

## 7. MUNICIPAL OPERATIONS AND MAINTENANCE

This section describes the Permit requirements related to municipal operations and maintenance, and planned compliance activities for 2019.

### 7.1 Permit Requirements

The Permit (Section S5.C.5) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Implement an O&M program, with the ultimate goal of preventing or reducing pollutant runoff from municipal separate stormwater system and municipal O&M activities.
- Implement maintenance standards for the municipal separate stormwater system that are at least as protective as those specified in the 2012 Stormwater Management Manual for Western Washington as amended in 2014.
- Conduct annual inspection of all municipally owned or operated permanent stormwater treatment and flow control BMPs/facilities and perform maintenance as needed to comply with maintenance standards.
- Inspect all catch basins and inlets owned or operated by the City at least once no later than August 1, 2017 and every two years thereafter. Clean the catch basins if inspections indicate cleaning is needed to comply with maintenance standards.
- Check treatment and flow control facilities after major storms and perform repairs as needed in accordance with adopted maintenance standards.
- Have SOPs in place to reduce stormwater impacts associated with runoff from municipal O&M activities, including but not limited to streets, parking lots, roads, or highways owned or maintained by the City, and to reduce pollutants in discharges from all lands owned or maintained by the City.
- Train staff to implement the SOPs and document the training.
- Prepare Stormwater Pollution Prevention Plans (SWPPPs) for all heavy equipment maintenance or storage yards identified for year-round facilities or yards, and material storage facilities owned or operated by the City.
- Summarize annual activities for the “Pollution Prevention and Operations and Maintenance for Municipal Operations” component of the Annual Compliance Report; identify any updates to the SWMP.

## 7.2 Planned 2019 Compliance Activities

Table 7-1 presents the work plan for 2019 SWMP activities related to municipal operations and maintenance.

Table 7-1. 2019 Municipal Operations and Maintenance Work Plan			
Task ID	Task Description	Responsible	Schedule Notes
MOM-1	Conduct annual inspection of all treatment and flow control (other than catch basins) in the public system and perform maintenance as triggered by the maintenance standards.	Public Works Department	On-going
MOM-2	Continue catch basin inspections at a rate that ensures all catch basins are inspected every two years.	M&O	On-going
MOM-2a	Clean catch basin as needed based on inspection results.	M&O	Ongoing
MOM-3	Perform street sweeping to reduce the amount of street waste that enters the storm drainage conveyance system.	M&O	Ongoing
MOM-4	Implement SWPPPs at M&O, Parks-GSA, Cemetery	M&O Parks Cemetery	Ongoing
MOM-5	Implement Low Impact Development maintenance standards, levels of service and inspection procedures adopted in 2016.	Public Works and Parks Departments	Ongoing

## CITY OF AUBURN 2019 STORMWATER MANAGEMENT PROGRAM PLAN

---

### 8. COMPLIANCE WITH TOTAL MAXIMUM DAILY LOAD REQUIREMENTS

The federal Clean Water Act requires that Ecology establish “Total Maximum Daily Loads” (TMDL) for rivers, streams, lakes, and marine waters that don’t meet water quality standards. A TMDL is a calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards. After the TMDL has been calculated for a given water body, Ecology determines how much each source must reduce its discharges of the pollutant in order bring the water body back into compliance with the water quality standards. TMDL requirements are included in the stormwater NPDES permits for discharges into affected water bodies.

Stormwater discharges covered under this Permit are required to implement actions necessary to achieve the pollutant reductions called for in applicable TMDLs. Applicable TMDLs are those approved by the EPA before the issuance date of the Permit or which have been approved by the EPA prior to the issue date of the Permit or the date Ecology issues coverage under the Permit, whichever is later. Information on Ecology’s TMDL program is available on Ecology’s website at <https://ecology.wa.gov/Water-Shorelines/Water-quality/Water-improvement/Total-Maximum-Daily-Load-process>.

In accordance with Permit condition S7 Compliance with Total Maximum Daily Load Requirements the City must comply with the following TMDL.

Name of TMDL	Puyallup Watershed Water Quality Improvement Project
Document(s) for TMDL	<i>Puyallup River Watershed Fecal Coliform Total Maximum Daily Load – Water Quality Improvement Report and Implementation Plan</i> , June 2011, Ecology Publication No. 11-10-040. <a href="https://fortress.wa.gov/ecy/publications/SummaryPages/1110040.html">https://fortress.wa.gov/ecy/publications/SummaryPages/1110040.html</a>
Location of Original 303(d) Listings	Puyallup River 16712, 7498, White River 16711, 16708, 16709, Clear Creek 7501, Swan Creek 7514, Boise Creek 16706
Area Where TMDL Requirements Apply	Requirements apply in all areas regulated under the Permittee’s municipal stormwater permit and discharging to water bodies listed within the specific requirement in this TMDL section.
Parameter	Fecal Coliform
EPA Approval Date	September 2011
MS4 Permittee	Phase I Permit: King County, Pierce County Phase II Permit: Auburn, Edgewood, Enumclaw, Puyallup, Sumner

Actions required of the City under this TMDL include:

- Beginning no later than October 1, 2013, conduct twice monthly wet weather sampling of stormwater discharges to the White River at Auburn Riverside High School to determine if specific discharges from Auburn's MS4 exceed the water quality criteria for fecal coliform bacteria.
  - Data shall be collected for one wet season.
  - Data shall be collected in accordance with an Ecology-approved QAPP.
  - Data collected since EPA TMDL approval can be used to meet this requirement.

These actions have been completed.

- For any of the outfalls monitored, showing discharges that exceed water quality criteria for primary contact recreation: designate those areas discharging via the MS4 of concern as high priority areas for illicit discharge detection and elimination efforts and implement the schedules and activities identified in S5.C.3 of the Western Washington Phase II permit for response to any illicit discharges found beginning no later than August 1, 2014.

This action has been completed.

- Install and maintain pet waste education and collection stations at municipal parks and other Permittee owned and operated lands adjacent to streams. Focus on locations where people commonly walk their dogs.

## 8.1 Planned 2019 Compliance Activities

Table 8-1 presents the work plan for 2019 SWMP activities related to TMDL requirement compliance.

Table 8-1. 2019 Compliance with TMDL Load Requirements			
Task ID	Task Description	Responsible	Schedule Notes
TMDL - 1	Include summary of activities conducted in TMDL area to address TMDL parameter (fecal coliform) with annual report to Ecology.	Utilities Engineering	March 31, 2019
TMDL-2	Maintain pet waste education and collection stations at municipal parks and other public lands adjacent to the White River and its tributaries.	Parks Department	On-going

# CITY OF AUBURN 2019 STORMWATER MANAGEMENT PROGRAM PLAN

---

## 9. MONITORING

This section describes the Permit requirements related to water quality monitoring, and planned compliance activities for 2019.

### 9.1 Permit Requirements

The Permit (Section S8) requires the City to either conduct Status and Trends Monitoring, and Effectiveness Studies, or pay annually into a collective fund to implement monitoring through the Regional Stormwater Monitoring Program (RSMP). The RSMP was renamed in 2017 and is now called SAM (Stormwater Action Monitoring), other than a new name the program remains the same. The City committed in 2013 to pay \$45,096.00 annually into the collective RSMP monitoring fund for both Status and Trends Monitoring and Effectiveness Studies.

All permittees are required to pay into the RSMP to implement the RSMP Source Identification Information Repository (SIDIR). Auburn's annual payment will be \$2,614.00.

During the one year permit extension these payments will remain the same and are due to the Department of Ecology by August 15<sup>th</sup> each year.

The City is required to provide the following monitoring and/or assessment data in each annual report:

- A description of any stormwater monitoring or studies conducted by the City during the reporting period. If stormwater monitoring was conducted on behalf of the City, or if studies or investigations conducted by other entities were reported to the City, a brief description of the type of information gathered or received shall be included in the annual report.

### 9.2 Planned 2019 Compliance Activities

Table 9-1 presents the work plan for 2019 SWMP monitoring activities.

Table 9-1. 2019 Water Quality Monitoring Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
MNTR -1	Pay \$47,710.00 annually into the RSMP collective fund for implementation of Status and Trends Monitoring, Effectiveness Studies, and the Source Identification Information Repository.	Utilities Engineering	Annual payment due by August 15 <sup>th</sup> .

### Acronyms and Definitions

The following definitions and acronyms are taken directly from the Phase II Permit and are reproduced here for the reader's convenience.

**40 CFR** means Title 40 of the Code of Federal Regulations, which is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

**AKART** means all known, available, and reasonable methods of prevention, control and treatment. See also State Water Pollution Control Act, chapter 90.48.010 RCW and chapter 90.48.520 RCW.

**All known, available and reasonable methods of prevention, control and treatment** refers to the State Water Pollution Control Act, chapter 90.48.010 RCW and chapter 90.48.520 RCW.

**Applicable TMDL** means a TMDL which has been approved by EPA on or before the issuance date of this Permit, or prior to the date that Ecology issues coverage under this Permit, whichever is later.

**Beneficial Uses** means uses of waters of the state which include but are not limited to use for domestic, stock watering, industrial, commercial, agricultural, irrigation, mining, fish and wildlife maintenance and enhancement, recreation, generation of electric power and preservation of environmental and aesthetic values, and all other uses compatible with the enjoyment of the public waters of the state.

**Best Management Practices** are the schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices approved by Ecology that, when used singly or in combination, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington State.

**BMP** means Best Management Practice.

**Bypass** means the diversion of stormwater from any portion of a stormwater treatment facility.

**Census defined urban area** means Urbanized Area.



**Circuit** means a portion of a MS4 discharging to a single point or serving a discrete area determined by traffic volumes, land use, topography or the configuration of the MS4.

**Component** or **Program Component** means an element of the Stormwater Management Program listed in S5 Stormwater Management Program for Cities, Towns, and Counties or S6 Stormwater Management Program for Secondary Permittees, S7 Compliance with Total Maximum Daily Load Requirements, or S8 Monitoring of this permit.

**Conveyance system** means that portion of the municipal separate storm sewer system designed or used for conveying stormwater.

**Co-Permittee** means an owner or operator of an MS4 which is in a cooperative agreement with at least one other applicant for coverage under this permit. A Co-Permittee is an owner or operator of a regulated MS4 located within or in proximity to another regulated MS4. A Co-Permittee is only responsible for permit conditions relating to discharges from the MS4 the Co-Permittee owns or operates. See also 40 CFR 122.26(b)(1)

**CWA** means Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub.L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. (6-483 and Pub. L. 97-117, 33 U.S.C. 1251 et.seq).

**Director** means the Director of the Washington State Department of Ecology, or an authorized representative.

**Discharge Point** means the location where a discharge leaves the Permittee's MS4 through the Permittee's MS4 facilities/BMPs designed to infiltrate.

**Entity** means a governmental body, or a public or private organization.

**EPA** means the U.S. Environmental Protection Agency.

**General Permit** means a permit which covers multiple dischargers of a point source category within a designated geographical area, in lieu of individual permits being issued to each discharger.

**Ground water** means water in a saturated zone or stratum beneath the surface of the land or below a surface water body. Refer to chapter 173-200 WAC.

**Hazardous substance** means any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical, or biological properties described in WAC 173-303-090 or WAC 173-303-100.

**Heavy equipment maintenance or storage yard** means an uncovered area where any heavy equipment, such as mowing equipment, excavators, dump trucks, backhoes, or bulldozers are washed or maintained, or where at least five pieces of heavy equipment are stored on a long-term basis.

**Highway** means a main public road connecting towns and cities.

**Hydraulically near** means runoff from the site discharges to the sensitive feature without significant natural attenuation of flows that allows for suspended solids removal. See Appendix 7 Determining Construction Site Sediment Damage Potential for a more detailed definition.

**Hyperchlorinated** means water that contains more than 10 mg/Liter chlorine.

**Illicit connection** means any infrastructure connection to the MS4 that is not intended, permitted or used for collecting and conveying stormwater or non-stormwater discharges allowed as specified in this

permit (S5.C.3 and S6.D.3). Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the MS4.

**Illicit discharge** means any discharge to a MS4 that is not composed entirely of stormwater or of non-stormwater discharges allowed as specified in this permit (S5.C.3 and S6.D.3).

**Impervious surface** means a non-vegetated surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development. A non-vegetated surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or stormwater areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled, macadam or other surfaces which similarly impede the natural infiltration of stormwater.

**Land disturbing activity** means any activity that results in a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to clearing, grading, filling and excavation. Compaction that is associated with stabilization of structures and road construction shall also be considered land disturbing activity. Vegetation maintenance practices, including landscape maintenance and gardening, are not considered land disturbing activity. Stormwater facility maintenance is not considered land disturbing activity if conducted according to established standards and procedures.

**LID** means Low Impact Development.

**LID BMP** means low impact development best management practices.

**LID Principles** means land use management strategies that emphasize conservation, use of on-site natural features, and site planning to minimize impervious surfaces, native vegetation loss, and stormwater runoff.

**Low Impact Development** means a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

**Low impact development best management practices** means distributed stormwater management practices, integrated into a project design, that emphasize pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs include, but are not limited to, bioretention, rain gardens, permeable pavements, roof downspout controls, dispersion, soil quality and depth, vegetated roofs, minimum excavation foundations, and water re-use.

**Material Storage Facilities** means an uncovered area where bulk materials (liquid, solid, granular, etc.) are stored in piles, barrels, tanks, bins, crates, or other means.

**Maximum Extent Practicable** refers to paragraph 402(p)(3)(B)(iii) of the federal Clean Water Act which reads as follows: Permits for discharges from municipal storm sewers shall require controls to reduce the discharge of pollutants to the maximum extent practicable, including management practices, control techniques, and system, design, and engineering methods, and other such provisions as the Administrator or the State determines appropriate for the control of such pollutants.

**MEP** means Maximum Extent Practicable.

**MS4** means municipal separate storm sewer system.

**Municipal Separate Storm Sewer System** means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- (i) Owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of Washington State.
- (ii) Designed or used for collecting or conveying stormwater.
- (iii) Which is not a combined sewer;
- (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.; and
- (v) Which is defined as “large” or “medium” or “small” or otherwise designated by Ecology pursuant to 40 CFR 122.26.

**National Pollutant Discharge Elimination System** means the national program for issuing, modifying, revoking, and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under sections 307, 402, 318, and 405 of the Federal Clean Water Act, for the discharge of pollutants to surface waters of the state from point sources. These permits are referred to as NPDES permits and, in Washington State, are administered by the Washington State Department of Ecology.

**Native vegetation** means vegetation comprised of plant species, other than noxious weeds, that are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur on the site. Examples include trees such as Douglas Fir, western hemlock, western red cedar, alder, big-leaf maple; shrubs such as willow, elderberry, salmonberry, and salal; and herbaceous plants such as sword fern, foam flower, and fireweed.

**New development** means land disturbing activities, including Class IV General Forest Practices that are conversions from timber land to other uses; structural development, including construction or installation of a building or other structure; creation of hard surfaces; and subdivision, short subdivision and binding site plans, as defined and applied in chapter 58.17 RCW. Projects meeting the definition of redevelopment shall not be considered new development. Refer to Appendix 1 for a definition of hard surfaces.

**New Permittee** means a city, town, or county that is subject to the *Western Washington Municipal Stormwater General Permit* and was not subject to the permit prior to August 1, 2013.

**New Secondary Permittee** means a Secondary Permittee that is covered under a municipal stormwater general permit and was not covered by the permit prior to August 1, 2013.

**NOI** means Notice of Intent.

**Notice of Intent** means the application for, or a request for coverage under a General Permit pursuant to WAC 173-226-200.

**Notice of Intent for Construction Activity** means the application form for coverage under the

*Construction Stormwater General Permit.*

**Notice of Intent for Industrial Activity** means the application form for coverage under the *General Permit for Stormwater Discharges Associated with Industrial Activities*.

**NPDES** means National Pollutant Discharge Elimination System.

**Outfall** means a point source as defined by 40 CFR 122.2 at the point where a discharge leaves the Permittee's MS4 and enters a surface receiving waterbody or surface receiving waters. Outfall does not include pipes, tunnels, or other conveyances which connect segments of the same stream or other surface waters and are used to convey primarily surface waters (i.e., culverts).

**Permeable pavement** means pervious concrete, porous asphalt, permeable pavers or other forms of pervious or porous paving material intended to allow passage of water through the pavement section. It often includes an aggregate base that provides structural support and acts as a stormwater reservoir.

**Permittee** unless otherwise noted, the term "Permittee" includes city, town, or county Permittee, Co-Permittee, New Permittee, Secondary Permittee, and New Secondary Permittee.

**Physically Interconnected** means that one MS4 is connected to another storm sewer system in such a way that it allows for direct discharges to the second system. For example, the roads with drainage systems and municipal streets of one entity are physically connected directly to a storm sewer system belonging to another entity.

**Project site** means that portion of a property, properties, or right-of-ways subject to land disturbing activities, new hard surfaces, or replaced hard surfaces. Refer to Appendix 1 for a definition of hard surfaces.

**QAPP** means Quality Assurance Project Plan.

**Qualified Personnel** means someone who has had professional training in the aspects of stormwater management for which they are responsible and are under the functional control of the Permittee. Qualified Personnel may be staff members, contractors, or volunteers.

**Quality Assurance Project Plan** means a document that describes the objectives of an environmental study and the procedures to be followed to achieve those objectives.

**RCW** means the Revised Code of Washington State.

**Receiving waterbody or receiving waters** means naturally and/or reconstructed naturally occurring surface water bodies, such as creeks, streams, rivers, lakes, wetlands, estuaries, and marine waters, or ground water, to which infiltration MS4 discharges.

**Redevelopment** means, on a site that is already substantially developed (i.e., has 35% or more of existing hard surface coverage), the creation or addition of hard surfaces; the expansion of a building footprint or addition or replacement of a structure; structural development including construction, installation or expansion of a building or other structure; replacement of hard surface that is not part of a routine maintenance activity; and land disturbing activities. Refer to Appendix 1 for a definition of hard surfaces.

**Regional Stormwater Monitoring Program** means, for all of western Washington, a stormwater-focused monitoring and assessment program consisting of these components: status and trends monitoring in small streams and marine nearshore areas, stormwater management program effectiveness studies, and a source identification information repository (SIDIR). The priorities and

scope for the RSMP are set by a formal stakeholder group. For this permit term, RSMP status and trends monitoring will be conducted in the Puget Sound basin only.

**Regulated Small Municipal Separate Storm Sewer System means a Municipal Separate Storm Sewer System** which is automatically designated for inclusion in the Phase II stormwater permitting program by its location within an Urbanized Area, or by designation by Ecology and is not eligible for a waiver or exemption under S1.C.

**RSMP** means Regional Stormwater Monitoring Program.

**Runoff** is water that travels across the land surface and discharges to water bodies either directly or through a collection and conveyance system. See also “Stormwater.”

**Secondary Permittee** is an operator of a regulated small MS4 which is not a city, town or county. Secondary Permittees include special purpose districts and other public entities that meet the criteria in S1.B.

**Sediment/Erosion-Sensitive Feature** means an area subject to significant degradation due to the effect of construction runoff, or areas requiring special protection to prevent erosion. See Appendix 7 Determining Construction Site Sediment Transport Potential for a more detailed definition.

**Shared water bodies** means water bodies, including downstream segments, lakes and estuaries that receive discharges from more than one Permittee.

**SIDIR** means Source Identification Information Repository.

**Significant contributor** means a discharge that contributes a loading of pollutants considered to be sufficient to cause or exacerbate the deterioration of receiving water quality or instream habitat conditions.

**Small Municipal Separate Storm Sewer System** means an MS4 that is not defined as “large” or “medium” pursuant to 40 CFR 122.26(b)(4) & (7) or designated under 40 CFR 122.26 (a)(1)(v).

**Source control BMP** means a structure or operation that is intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants. The *SWMMWW* separates source control BMPs into two types. Structural Source Control BMPs are physical, structural, or mechanical devices, or facilities that are intended to prevent pollutants from entering stormwater. Operational BMPs are non-structural practices that prevent or reduce pollutants from entering stormwater. See Volume IV of the *SWMMWW* (2012) for details.

**Stormwater** means runoff during and following precipitation and snowmelt events, including surface runoff, drainage or interflow.

**Stormwater Associated with Industrial and Construction Activity** means the discharge from any conveyance which is used for collecting and conveying stormwater, which is directly related to manufacturing, processing or raw materials storage areas at an industrial plant, or associated with clearing, grading and/or excavation, and is required to have an NPDES permit in accordance with 40 CFR 122.26.

**Stormwater Management Program** means a set of actions and activities designed to reduce the discharge of pollutants from the MS4 to the MEP and to protect water quality, and comprising the components listed in S5 (for cities, towns and counties) or S6 (for Secondary Permittees) of this Permit and any

additional actions necessary to meet the requirements of applicable TMDLs pursuant to *S7 Compliance with TMDL Requirements*, and *S8 Monitoring and Assessment*.

**Stormwater Treatment and Flow Control BMPs/Facilities** means detention facilities, treatment BMPs/facilities, bioretention, vegetated roofs, and permeable pavements that help meet Appendix 1 Minimum Requirements #6 (treatment), #7 (flow control), or both.

**SWMMWW or Stormwater Management Manual for Western Washington** means *Stormwater Management Manual for Western Washington (as amended in 2014)*.

**SWMP** means Stormwater Management Program.

**TMDL** means Total Maximum Daily Load.

**Total Maximum Daily Load** means a water cleanup plan. A TMDL is a calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources.

The calculation must include a margin of safety to ensure that the water body can be used for the purposes the state has designated. The calculation must also account for seasonable variation in water quality. Water quality standards are set by states, territories, and tribes. They identify the uses for each water body, for example, drinking water supply, contact recreation (swimming), and aquatic life support (fishing), and the scientific criteria to support that use. The Clean Water Act, section 303, establishes the water quality standards and TMDL programs.

**Tributary conveyance** means pipes, ditches, catch basins, and inlets owned or operated by the Permittee and designed or used for collecting and conveying stormwater.

**UGA** means Urban Growth Area.

**Urban Growth Area** means those areas designated by a county pursuant to RCW 36.70A.110.

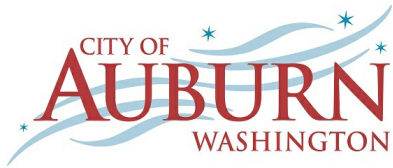
**Urbanized Area** is a federally-designated land area comprising one or more places and the adjacent densely settled surrounding area that together have a residential population of at least 50,000 and an overall population density of at least 1,000 people per square mile. Urbanized Areas are designated by the U.S. Census Bureau based on the most recent decennial census.

**Vehicle Maintenance or Storage Facility** means an uncovered area where any vehicles are regularly washed or maintained, or where at least 10 vehicles are stored.

**Water Quality Standards** means Surface Water Quality Standards, chapter 173-201A WAC, Ground Water Quality Standards, chapter 173-200 WAC, and Sediment Management Standards, chapter 173-204 WAC.

**Waters of the State** includes those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the state" as defined in chapter 90.48 RCW which includes lakes, rivers, ponds, streams, inland waters, underground waters, salt waters and all other surface waters and water courses within the jurisdiction of the State of Washington.

**Waters of the United States** refers to the definition in 40 CFR 122.2.



## AGENDA BILL APPROVAL FORM

Agenda Subject:  
Minutes of the February 26, 2018 and January 28, 2019 Study  
Sessions

Date:  
February 22, 2019

Department:  
City Council

**Attachments:**  
[02-26-2018 Minutes](#)  
[01-28-2019](#)

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

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: March 4, 2019

Item Number: CA.A



**City Council Study Session PWCD SFA  
February 26, 2018 - 5:30 PM  
Council Chambers - City Hall  
MINUTES**

**📺 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**

Deputy Mayor Baggett called the meeting to order at 5:32 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street in Auburn.

**A. Roll Call**

Councilmembers present: Deputy Mayor Bob Baggett, Larry Brown, Claude DaCorsi, John Holman, Bill Peloza, Yolanda Trout-Manuel and Largo Wales.

Mayor Nancy Backus and the following department directors and staff members were present: Director of Finance Shelley Coleman, Economic Development Manager Doug Lien, Planning Services Manager Jeff Dixon, Director of Public Works Ingrid Gaub, Assistant Director of Engineering Services Jacob Sweeting, Capital & Construction Engineering Manager Ryan Vondrak, Project Engineer Kim Truong, City Attorney Daniel Heid and Deputy City Clerk Shawn Campbell.

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

There was no announcement, report or presentation.

**III. AGENDA ITEMS FOR COUNCIL DISCUSSION**

**A. Developer Fee Cost of Service Study (30 Minutes) (Coleman)**

Director Coleman introduced Peter Moy, Principal with the FCS group and Senior Analyst Paul Quinn who presented Council with an update on the Developer Fee Cost of Service Study. They reviewed the scope of work to determine the full cost of a development permit or activity, how Auburn's fees compare to other cities, the different types of fees and permits for building, planning and engineering; including both direct and indirect costs, cost recovery policies, next steps to review individual fees and determine potential impacts of any fee changes and develop recommended cost recovery policies and fees that are consistent with the policies.

Council discussed the various types of permits and fees, and who benefits from the development fees.



B. BIA Update (15 Minutes) (Hinman)

Manager Lien introduced BIA Board Member Giovanni DiQuattro and BIA Vice Chair Bill Cowart. They provided Council with a Business Improvement Area (BIA) update on new business fees, current items under study, additional security lighting, nightly garbage pickup and removal of trash containers, hanging planters throughout the entire BIA, lighting in trees for additional security, new banners on Main Street and Division Street and better maintenance on existing street lights.

Council discussed funding from BIA primarily goes to the Auburn Downtown Association, additional garbage pickup throughout the City, planting more trees on Main Street and adding water and power access in the downtown core area.

C. Resolution No. 5350 (10 Minutes) (Hinman)

A Resolution of the City Council of the City of Auburn, Washington, approving the Lodging Tax Grant disbursements recommended by the Auburn Lodging Tax Advisory Committee

Manager Lien presented Council with the recommendations for the proposed grant disbursements from the Lodging Tax Advisory Committee (LTAC) and discussed the four applications received for grants; Veterans Day Parade, Petpalooza, Tough Mudder and Seattle Parrot Expo and recommended their approval.

Council discussed the four applications, amounts requested and approved amounts.

IV. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

A. Ordinance No. 6675 (10 Minutes) (Tate)

Ordinance No. 6675, City-initiated Rezones to implement previous Annual Comprehensive Plan Amendments

Deputy Mayor Baggett called for a 10 minute recess at 6:46 p.m. the meeting reconvened at 6:54 p.m.

Manager Dixon, reviewed the City initiated zoning map amendment, rezoning of five parcels in two locations from Downtown Urban Center to M1 Light and R-20 Residential Zone to Institutional and recommended approval by Council.

B. Mobile Home Closure Process (20 Minutes) (Tate)

Overview of the City and State regulations that define the requirements and process for closing an existing mobile home park

Director Tate provided Council with an overview of the City and Washington State regulations that define the requirements and process for closing an existing mobile home park, mobile home park owners are required to contribute funds to a State managed mobile home relocation

fund, tenants can apply for financial assistance when a mobile home park is closed, and the exemption offered to mobile home owners whose home no longer meets modern fire, safety and construction codes.

Council discussed City requirements to move a mobile home and who is responsible to relocate residents when a mobile home park is closed. Director Tate advised Council that the owner of the mobile home park is required to assist residents by providing resources, they are not required to pay for residents to relocate.

C. Capital Project Status Report (15 Minutes) (Gaub)

Manager Vondrak and Engineer Truong reviewed the status of the City's Capital Projects and expenditures. There are 34 active projects, 19 in design phase, 16 in construction, 8 additional projects are expected to enter the construction phase within the next three months. They also reviewed the citywide patching and overlay sites and benefits of the project.

Council requested that 8th Street to Harvey Road be reviewed for updating.

D. Ordinance No. 6672 (10 Minutes) (Gaub)

An Ordinance of the City Council of the City of Auburn, Washington, amending Chapter 12.12 of the City Code relating to public sidewalks

Director Gaub and Assistant Director Sweeting reviewed the proposed changes to the Auburn City Code relating to public sidewalks including; clarification of the definition of a sidewalk, maintenance, installation and replacement responsibilities of adjacent property owners and the City, and the allowance of private irrigation systems within the public right-of-way for better maintenance of landscaped area.

Council discussed that property owners are responsible for vegetation areas between their personal fences and the sidewalk.

E. Ordinance No.6679 (10 Minutes) (Gaub)

An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 3.10.020, 3.10.025, 3.10.026, 3.12.020, 3.12.030, 3.12.060, 3.12.070 And 3.12.080 of the City Code and creating a new Section 3.10.060 of the City Code relating to public contracting

Assistant Director Sweeting reviewed the proposed changes to Auburn City Codes 3.10 and 3.12, which would allow the City to more efficiently and effectively procure and administer consultant and construction contracts.

Council discussed their concern about property accusation that comes in over budget, but within the Mayor's signing authority not having to come back before Council and verified with Director Gaub that the real estate portion of the amendment would be part of the capital budget process.

F. IT Update (15 Minutes) (Haugan)

Director Haugan provided Council with an update on the Digital Parity project. The Council needs to determine the coverage area, he also discussed coverage costs, the economic impact of the project, the access Auburn usage, how locations are chosen for service and the primary focus is to provide service to students.

Council discussed the coverage rate, which Director Haugan confirmed is 16%, that the cost to date is approximately \$30,000 and has been used for educational platforms only.

V. OTHER DISCUSSION ITEMS

There was no other discussion.

VI. NEW BUSINESS

There was no new business.

VII. MATRIX

A. Matrix

Council discussed the matrix and added a presentation on Court Fees under Municipal Services and Sign Requirements under Public Works to the matrix with the dates to be determined.

VIII. ADJOURNMENT

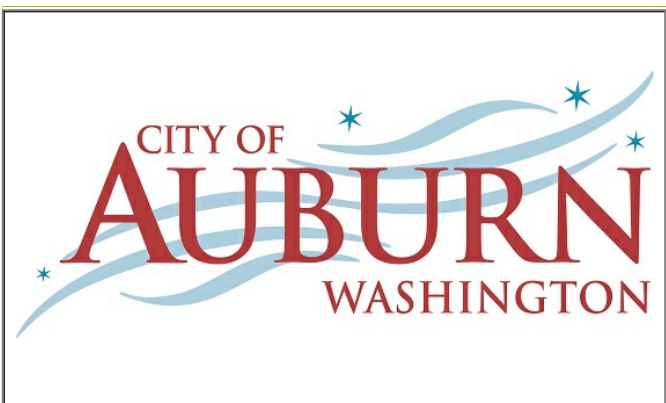
There being no further discussion, the meeting was adjourned at 8:49 p.m.

APPROVED this 4th day of March, 2019.

---

BOB BAGGETT, DEPUTY MAYOR Shawn Campbell, Deputy 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.*

	<p><b>City Council Study Session Muni Services SFA</b>  <b>January 28, 2019 - 5:30 PM</b>  <b>City Hall Council Chambers</b>  <b>AGENDA</b></p> <p><b>Watch the meeting video</b></p> <p>Meeting videos are not available until 72 hours after the meeting has concluded.</p>
---	---

## I. CALL TO ORDER

Deputy Mayor Pelozo called the meeting to order at 5:30 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street in Auburn.

### A. Roll Call

Councilmembers present: Deputy Mayor Pelozo, Bob Baggett, Larry Brown, Claude DaCorsi, John Holman, Yolanda Trout-Manuel and Largo Wales.

Mayor Nancy Backus and the following directors and staff were in attendance: Director of Public Works Ingrid Gaub, Director of Innovation & Technology David Travis, City Attorney Steve Gross, Police Chief Bill Pierson, Director of Finance Shelley Coleman, Assistant Director of Finance Keven Fuhrer and City Clerk Shawn Campbell.

## II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

### A. Sound Transit Update

Mr. Suzaka from Sound Transit provided Council with an update on the second Sound Transit parking garage that will be located in the City of Auburn. Sound Transit will hold another open house later this year. He reviewed the preferred site for the proposed parking garage and notification process for acquisition of real property.

## III. AGENDA ITEMS FOR COUNCIL DISCUSSION

### A. New Revenue Options (Coleman) (20 Minutes) (5:35 p.m.)

Director Coleman presented Council with the revenue options for the 2019/2020 General Fund budget, the six year forecast, revenue trends, expenditure trends and fund balances, the current revenue increase options with Council action, current revenue increases that require voter approval including a Levy Lid Lift, and a B&O Tax.

Councilmember Pelozo asked if neighboring jurisdictions parks

programs expenses are covered by the revenue generated by their programming. He stated the City of Auburn's Park Program revenues only covers 23% of the Parks Program expenses.

Councilmember Trout-Manuel requested information on what neighboring jurisdictions are doing for B&O taxes. Director Coleman reviewed neighboring jurisdictions B&O tax revenue.

Councilmember Wales requested a separation of the capital and operations funds.

B. Resolution No. 5403 (Coleman) (5 Minutes) (5:55 p.m.)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the transfer of funds for the purpose of making a loan or loans from the sewer fund (fund no. 431) and/or the storm drainage fund (fund no. 432) to the water fund (fund no. 430) for up to a five-year period of time

Assistant Director Fuhrer presented Council with Resolution No. 5403. He reviewed the benefits of an interfund loan within the City.

Council discussed the interfund loans.

C. SR18 & SR164 East Auburn Access Project (Gaub) (30 Minutes) (6:00 p.m.)

Director Gaub and Ms. Acutanva, a consultant for the Muckleshoot Indian Tribe. provided Council with an update on the SR18 and SR164 East Main Access project.

Ms. Acutanva stated the next step is to hold additional public meetings to update the community on the project and an introduction of the project concept. She reviewed the practical design process, the project need, concept options, concept evaluations criteria, and the project timeline.

IV. MUNICIPAL SERVICES DISCUSSION ITEMS

There were no Municipal Services discussion items.

V. OTHER DISCUSSION ITEMS

There was no other discussion items.

VI. NEW BUSINESS

There was no new business.

VII. MATRIX

A. Matrix

Council discussed the Matrix and requested a comparative look at the Parks Department budget relative to other cities in our area including revenue, expenditures and Park Impact Fees for the last five years, future revenue options and an Innovation and Technology update.

## VIII. EXECUTIVE SESSION

### A. Executive Session

Deputy Mayor Pelozo recessed the meeting to an executive session at 7:19 p.m. pursuant to RCW42.30.110(1)(i) for approximately 10 minutes to discuss potential litigation.

Deputy Mayor Pelozo reconvened the meeting at 7:36 p.m.

## IX. ADJOURNMENT

There being no further discussion, the meeting was adjourned at 8:37 p.m.

APPROVED this 4th day of March, 2019.

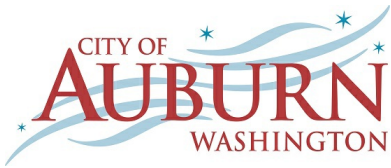
---

BILL PELOZA, DEPUTY 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:**

Minutes of the February 19, 2019 Special City Council Meeting

**Date:**

February 25, 2019

**Department:**

Administration

**Attachments:**

[02-19-2019 Special Minutes](#)

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

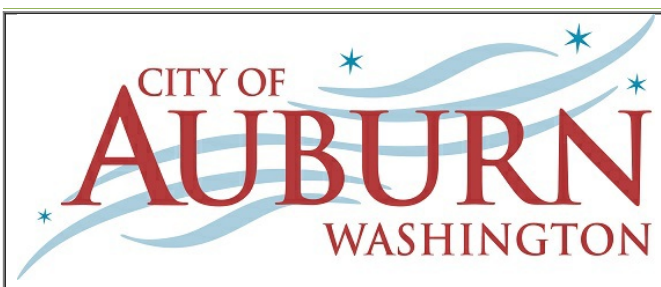
Revised Budget: \$0

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

**Meeting Date:** March 4, 2019

**Staff:**

**Item Number:** CA.B



**Special City Council Meeting  
February 19, 2019 - 6:00 PM  
City Hall Council Chambers  
MINUTES**

**I. CALL TO ORDER**

Mayor Nancy Backus called the meeting to order at 6:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street in Auburn.

Councilmembers present: Deputy Mayor Bill Peloza, Bob Baggett, Claude DaCorsi, John Holman and Yolanda Trout-Manuel. Councilmembers Larry Brown and Largo Wales were excused.

Department directors and staff members present included: City Attorney Steve Gross, Director of Finance Shelley Coleman, Assistant Finance Director Kevin Fuhrer, Police Chief Bill Pierson, Director of Public Works Ingrid Gaub, Director of Community Development Jeff Tate, Director of Parks, Art and Recreation Daryl Faber, Director of Innovation and Technology David Travis, Human Resources and Risk Management Candis Martinson and City Clerk Shawn Campbell.

**II. DISCUSSION ITEMS**

**A. Funding Options (Coleman)**

Director Coleman presented Council with revenue options. She reviewed the discussion points including the actions taken to balance the 2019-2020 budget, the items causing the budget deficit, the general fund revenue forecast for 2019-2024, the revenues that can be increased without a vote, the revenues options with voter approval, the two types of levy lid lifts and the Business and Occupation tax options.

Council discussed ways to get citizen involvement in these discussions.

Councilmember Holman requested the communications department provide ways and ideas for communication with the public.

Councilmember Holman requested staff provide Council with the an estimate of the impact to their department if Council were to decrease their budget. Mayor Backus stated Council would need to provide priorities prior to that presentation on budget cuts. Departments would need to know if Council intended to cut programs or staff and the areas Council was interested in making cuts.



Councilmember DaCorsi stated Council needs to go back and evaluate their priorities prior to the next meeting and discussed what Council's priorities are moving forward.

### III. **ADJOURNMENT**

There being no further business to come before the Council, the meeting adjourned at 7:02 p.m.

Approved this 4th day of March, 2019.

---

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:**

Minutes of the February 19, 2019 Regular Council Meeting

**Department:**

Administration

**Attachments:**

[02-19-2019 Minutes](#)

**Date:**

February 25, 2019

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

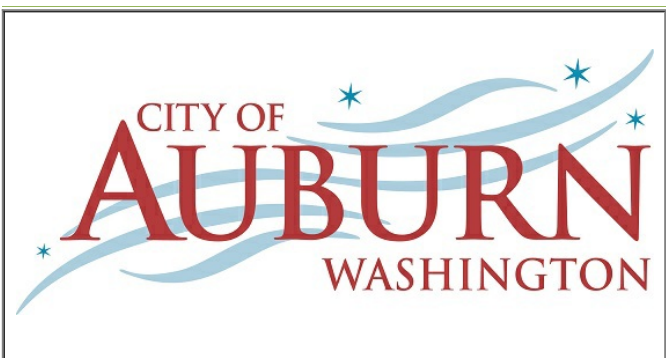
Revised Budget: \$0

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

**Meeting Date:** March 4, 2019

**Staff:**

**Item Number:** CA.C

	<p style="text-align: center;"><b>City Council Meeting</b>  <b>February 19, 2019 - 7:00 PM</b>  <b>City Hall Council Chambers</b>  <b>MINUTES</b>  <b>Watch the meeting LIVE!</b></p> <p style="text-align: center;"><b>Watch the meeting video</b>  Meeting videos are not available until 72  hours after the meeting has concluded.</p>
---	--

## I. **CALL TO ORDER**

### A. **Pledge of Allegiance**

Mayor Nancy Backus called the meeting to order at 7:06 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street in Auburn.

### B. **Roll Call**

Councilmembers present: Deputy Mayor Bill Peloza, Bob Baggett, Claude DaCorsi, John Holman and Yolanda Trout-Manuel. Councilmembers Larry Brown and Largo Wales were excused.

Department directors and staff members present included: City Attorney Steve Gross, Director of Finance Shelley Coleman, Assistant Finance Director Kevin Fuhrer, Solid Wates and Recycling Supervisor Joan Nelson, Director of Administration Dana Hinman, Police Chief Bill Pierson, Director of Public Works Ingrid Gaub, Director of Community Development Jeff Tate, Engineering Aid Amber Price, Director of Parks, Art and Recreation Daryl Faber, Director of Innovation and Technology David Travis, Human Resources and Risk Management Candis Martinson and City Clerk Shawn Campbell.

## II. **ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

There was no announcement, proclamation or presentation.

## III. **APPOINTMENTS**

### A. **Arts Commission Appointments**

City Council to approve the following appointments to the Arts Commission. All appointees will serve a three year term to expire on December 31, 2021.

Kelly Gordon  
Pat Judd  
Pam Smith

Deputy Mayor Peloza moved and Councilmember Holman seconded to approved the Arts Commission appointments.

MOTION CARRIED UNANIMOUSLY. 5-0

**B. Salary Commission Reappointment**

City Council to confirm the reappointment of Isaiah Johnson to the Salary Commission for a four-year term to expire December 31, 2022.

Deputy Mayor Peloza moved and Councilmember Trout-Manuel seconded to approved the Salary Commission reappointment.

MOTION CARRIED UNANIMOUSLY. 5-0

**IV. AGENDA MODIFICATIONS**

There was no modification to the agenda.

**V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE**

**A. Public Hearings**

1. Public Hearing for renewal of Franchise Agreement No. 13-37

City Council to conduct a public hearing to receive public comment in consideration of renewal of Franchise Agreement No. 13-37 for T-Mobile West, LLC

Engineering Aid Price presented Council with the proposed renewal of Franchise Agreement No. 13-37 for T-Mobile West, LLC.

Mayor Backus opened the public hearing at 7:13 p.m. No one came forward to speak and the hearing was closed.

**B. Audience Participation**

*This is the place on the agenda where the public is invited to speak to the City Council on any issue. Those wishing to speak are reminded to sign in on the form provided.*

Bob Zimmerman, 33029 46th Place S, Auburn  
Mr. Zimmerman expressed his frustration with Code Enforcement.

**C. Correspondence**

There was no correspondence.

**VI. 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 Wales)

Councilmember DaCorsi, Vice Chair of the Finance ad hoc committee,

reported he and Councilmember Wales have reviewed the claims and payroll vouchers described on the Consent Agenda this evening and recommended their approval.

## VII. **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 May, 22, 2017, November 13, 2017, November 27, 2017, December 11, 2017, March 26, 2018 Study Session
- B. Minutes of the February 17, 2017 Special City Council Meeting
- C. Minutes of the January 22, 2019 Regular Council Meeting
- D. Claims Vouchers (Coleman)  
Claim vouchers 452445 through 452586 in the amount of \$2,234,272.01 and six wire transfers in the amount of \$779,667.05 dated February 4, 2019.  
  
Claim vouchers 452587 through voucher #452702 in the amount of \$3,133,958.89 and two wire transfers in the amount of \$433,706.58 and dated February 19, 2019.
- E. Payroll Vouchers (Coleman)  
Payroll check numbers 538331 through 538343 in the amount of \$572,118.02, electronic deposit transmissions in the amount of \$1,953,044.89 for a grand total of \$2,525,162.91 for the period covering January 17, 2019 to January 30, 2019.  
  
Payroll check numbers 538344 through 538358 in the amount of \$235,471.39, electronic deposit transmissions in the amount of \$1,999,539.64 for a grand total of \$2,235,011.03 for the period covering January 1, 2019 to February 13, 2019.
- F. Confirm and Ratify Scheduling of the Public Hearing on the Renewal of a Franchise Agreement with T-Mobile West LLC (Gaub)  
Move to ratify and confirm the scheduling of a public hearing renewal of Franchise Agreement No. 13-37 for T-Mobile West, LLC to be held on February 19, 2019.
- G. Public Works Project No. CP1815 (Gaub)  
City Council to award Contract No. 19-03, to Transportation Systems Inc. on their low bid of \$448,147.60 plus Washington State sales tax of \$3,036.40 for a total contract price of \$451,184.00 for Project No. CP1815, 2018 Citywide ADA and Sidewalk Improvements Project
- H. Brannan Park Baseball Synthetic Turf (Faber)  
City Council to award contract for Project CP1817 to Coast to Coast Turf on their bid of \$611,289 for the purchase, base work and installation of synthetic turf at the Brannan

Park Baseball Field

Mayor Backus moved the Consent Agenda after the Appointments on the agenda.

Deputy Mayor Peloza moved and Councilmember Holman seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 5-0

#### **VIII. UNFINISHED BUSINESS**

There was no unfinished business.

#### **IX. NEW BUSINESS**

There was no new business.

#### **X. ORDINANCES**

##### **A. Ordinance No. 6711 (Coleman)**

An Ordinance of the City Council of the City of Auburn, Washington, establishing the local sales and use tax rate for local revitalization financing for 2019

Councilmember Holman moved and Councilmember DaCorsi seconded to waive the Council Rules and adopt Ordinance No. 6711.

MOTION CARRIED UNANIMOUSLY. 5-0

#### **XI. RESOLUTIONS**

##### **A. Resolution No. 5403 (Coleman)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the transfer of funds for the purpose of making a loan or loans from the sewer fund (fund no. 431) and/or the storm drainage fund (fund no. 432) to the water fund (fund no. 430) for up to a five-year period of time

Councilmember Holman moved and Councilmember Trout-Manuel seconded to adopt Resolution No. 5403.

MOTION CARRIED UNANIMOUSLY. 5-0

##### **B. Resolution No. 5406 (Coleman)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement between the City of Auburn and Seattle-King County Department of Public Health to implement the 2019-2020 Local Hazardous Waste Management Program and accepting program grant funds

Deputy Mayor Peloza moved and Councilmember Baggett seconded to adopt Resolution No. 5406.

MOTION CARRIED UNANIMOUSLY. 5-0

C. Resolution No. 5407 (Coleman)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement between the City of Auburn and King County to implement the 2019-2020 Waste Reduction and Recycling Grant Program and accepting program grant funds

Deputy Mayor Peloza moved and Councilmember DaCorsi seconded to adopt Resolution No. 5407.

MOTION CARRIED UNANIMOUSLY. 5-0

D. Resolution No. 5408 (Tate)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an Interlocal Agreement between the City of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Normandy Park, Renton, Tukwila, and King County, for the creation and operation of South King Housing and Homeless Partners (SKHHP)

Councilmember DaCorsi moved and Councilmember Trout-Manuel seconded to adopt Resolution No. 5408.

MOTION CARRIED UNANIMOUSLY. 5-0

**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 Peloza reported he attended the Puget Sound Regional Council Meeting.

Councilmember DaCorsi reported he attended the Association of Washington Cities Board meeting.

Councilmember Baggett reported he attended the Tacoma Pierce County Board of Health meeting.

**B. From the Mayor**

Mayor Backus expressed her appreciation for the City employees during the recent snow event. She stated their hard work, dedication and expertise helped all the citizens of Auburn.

**XIII. ADJOURNMENT**

There being no further business to come before the Council, the meeting adjourned at 7:39 p.m.

Approved this 4th day of March, 2019.

---

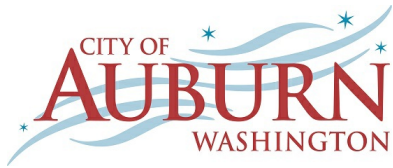
NANCY BACKUS, MAYOR

---

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:**

Claims Vouchers (Coleman)

**Date:**

February 27, 2019

**Department:**

Finance

**Attachments:**

**No Attachments Available**

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

Approve Claim vouchers.

**Background Summary:**

Claim voucher numbers 452703 through 452865 in the amount of \$857,871.19 and five wire transfers in the amount of \$736,744.20 and dated March 4th, 2019.

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

Coleman

**Meeting Date:** March 4, 2019

Item Number:

CA.D



## AGENDA BILL APPROVAL FORM

Agenda Subject:  
Payroll Vouchers (Coleman)

Date:  
February 27, 2019

Department:  
Finance

**Attachments:**  
No Attachments Available

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

Administrative Recommendation:  
Approve Payroll Vouchers

Background Summary:

Payroll check numbers 538359 through 538369 in the amount of \$559,382.42, electronic deposit transmissions in the amount of \$1,994,836.37 for a grand total of \$2,554,218.79 for the period covering February 14, 2019 to February 27, 2019.

Reviewed by Council Committees:

Councilmember:

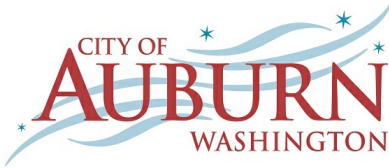
Staff:

Coleman

Meeting Date: March 4, 2019

Item Number:

CA.E



## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Public Works Project No. CP1709

**Date:**

February 27, 2019

**Department:**

Public Works

**Attachments:**

[Budget Status Sheet](#)

[Vicinity Map](#)

**Budget Impact:**

\$0

**Administrative Recommendation:**

City Council approve Change Order No. 1 in the amount of \$87,450.00 to Contract No. 18-07 for work on Project No. CP1709 Reservoir No.1 Seismic Control Valve.

**Background Summary:**

The purpose of this project is to install a Seismic Control Valve On the City of Auburn's largest Reservoir. The project is needed to prevent catastrophic downstream flooding in the event that an earthquake breaks the outlet pipe for the Reservoir. The majority of funding for this project is from a FEMA administered federal grant.

Council approval is required for this change order since it exceeds the original council authorized contingency amount established with the contract award; however, it is within the project's budget. The change order is necessary to address an unexpected change in field conditions. During excavations to expose the existing water piping at the site, the contractor encountered a different pipe material than what was expected, resulting in a more complicated and time consuming process to make the appropriate pipe connections.

The project is on schedule to be complete by the end of May 2019.

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

**Meeting Date:** March 4, 2019

**Staff:**

Item Number:

Gaub

CA.F

## BUDGET STATUS SHEET

**Project No:** CP1709

**Project Title:** Reservoir 1 Seismic Control Valve

**Project Manager:** Jai Carter

Initiation Date: 6/23/17

Advertisement Date: 10/2/18

Award Date: 11/5/2018

- ☐ Amend Parametrix Task

☐ 2019 Carry Forward

☐ Contract Award

☒ Change Order Approval

☐ Contract Final Acceptance

Date: February 20, 2019

The "Future Years" column indicates the projected amount to be requested in future budgets.

### Funds Budgeted (Funds Available)

Funding	Prior Years	2017 (actual)	2018 (actual)	2019	Total
Hazard Mitigation Grant		22,368	791	485,858	509,017
460 Fund - Water		3,195	96,751	55,000	154,946
<b>Total</b>		<b>25,563</b>	<b>97,542</b>	<b>540,858</b>	<b>663,963</b>

### Estimated Cost (Funds Needed)

Activity	Prior Years	2017 (actual)	2018 (actual)	2019	Total
Design Engineering - City Costs		9,163	27,790	0	36,953
Design Engineering - Consultant Costs		16,400	46,714	0	63,114
Construction Contract Bid		0	8,866	398,928	407,794
Construction Change Order #1 - Change Conditions		0	0	87,450	87,450
Authorized Construction Contingency Remaining		0	0	13,719	13,719
Other - Printing, advertising		0	998	0	998
Construction Engineering - City Costs		0	8,174	22,749	30,923
Construction Engineering - Consultant Costs		0	5,000	18,012	23,012
<b>Total</b>		<b>25,563</b>	<b>97,542</b>	<b>540,858</b>	<b>663,963</b>

### Fund Budget Status

	Prior Years	2017 (actual)	2018	2019	Total
*460 Funds Budgeted ( )		(25,563)	(97,542)	(540,858)	(663,963)
460 Funds Needed ( )		25,563	97,542	540,858	663,963
<b>*460 Fund Project Contingency ( )</b>		<b>0</b>	<b>(0)</b>	<b>0</b>	<b>(0)</b>
<b>460 Funds Required</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

\* ( # ) in the Budget Status Sections indicates Money the City has available.



CP1709 - Vicinity Map

Printed Date: 2/26/2019  
Map Created by City of Auburn eGIS  
Imagery Date: May 2015

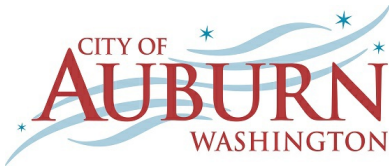


NAD\_1983\_StatePlane\_Washington\_North\_FIPS\_4601\_Feet

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.







## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Ordinance No. 6709 (Gaub)

**Date:**

February 6, 2019

**Department:**

Public Works

**Attachments:**

[Ordinance No. 6709](#)

[Franchise Agreement No. 13-37 Ordinance No.](#)

[6491](#)

[Ordinance No. 6575](#)

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

City Council introduce and adopt Ordinance No. 6709 for renewal of Franchise Agreement No. 13-37 for T-Mobile West, LLC.

**Background Summary:**

Per Auburn City Code Chapter 20.06.130 and Section 3 of existing Franchise Agreement No. 13-37, Ordinance No. 6491 and Ordinance No. 6575, the Grantee may renew this Franchise for an additional five year period upon submission and approval of the application specified under ACC 20.06.130.

T-Mobile West, LLC has applied for renewal of their existing Franchise Agreement to continue to operate at specific locations within the City's rights of way a wireless telecommunications system. The applicant is currently in compliance with all licensing, bonding and insurance requirements of the existing Franchise Agreement and Auburn City Code. Any construction, maintenance, improvements or changes to T-Mobile's facilities are managed through the City's permitting processes that are a requirement of the existing Franchise Agreement.

Approval of Ordinance No. 6709 would renew Franchise Agreement No. 13-37 Ordinance No. 6491 and Ordinance No. 6575 for an additional five years from the effective date of Ordinance No. 6709.

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

Gaub

**Meeting Date:** March 4, 2019

Item Number:

ORD.A

**ORDINANCE NO. 6 7 0 9**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE RENEWAL OF ORDINANCE NO. 6491 AND ORDINANCE NO. 6575 FOR T-MOBILE WEST LLC, FRANCHISE AGREEMENT NO. 13-37 FOR A WIRELESS TELECOMMUNICATIONS SYSTEM

WHEREAS, on February 18, 2014, the City Council adopted Ordinance No. 6491, granting a site specific wireless telecommunications franchise to T-Mobile West LLC; and,

WHEREAS, on January 19, 2016, the City Council adopted Ordinance No. 6575, amending Ordinance No. 6491 and adding an additional wireless site location to T-Mobile West LLC's franchise agreement,

WHEREAS, T-Mobile West LLC wishes to renew said Franchise Agreement for an additional five year term; and

WHEREAS, following proper notice, the City Council held a public hearing on T-Mobile West LLC's request for renewal of Ordinance No. 6491 and Ordinance No. 6575, at which time representatives of T-Mobile West LLC and interested residents were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, based upon the foregoing recital clauses and from information presented at such public hearing and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its residents that the

renewal of Ordinance No. 6491 and Ordinance No. 6575 be granted to T-Mobile West LLC.

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

**Section 1.** The City approves T-Mobile West LLC's application for renewal for one five-year period as provided for in Section 3 of Ordinance No. 6491, a copy of which is attached as Exhibit A, under the conditions set forth in this Ordinance. Such five-year renewal period will commence on the effective date of this Ordinance.

**Section 3.** T-Mobile West LLC will, within thirty (30) days after the effective date of this Ordinance, file with the City, a fully executed Statement of Acceptance of this Ordinance, which written acceptance will be Exhibit B, attached and incorporated by this this reference.

**Section 4.** This Ordinance supersedes Ordinance No. 6491 and Ordinance No. 6575 to the extent that it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of Ordinance No. 6491 and Ordinance No. 6575. All other provisions of Ordinance No. 6491 and Ordinance No. 6575 remain unchanged and in full force and effect.

**Section 5.** Implementation. The Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.



**Section 6.** 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 7.** Effective date. This Ordinance will take effect and be in force five days from and after its passage, approval and publication as provided by law.

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

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

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

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

ATTEST:

\_\_\_\_\_  
Shawn Campbell, City Clerk

APPROVED AS TO FORM:

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

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

**EXHIBIT "B"**

**STATEMENT OF ACCEPTANCE**

T-Mobile West LLC., for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise Agreement, Ordinance No. 6491 and Ordinance No. 6575, attached hereto and incorporated herein by this reference as amended by Ordinance No. 6709.

T-Mobile West LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared, \_\_\_\_\_ of \_\_\_\_\_, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_, residing at \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

-----  
Ordinance No. 6709  
T-Mobile Franchise Agreement Renewal  
December 19, 2018  
Page 4 of 4

## **ORDINANCE NO. 6491**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO T-MOBILE WEST LLC, A DELAWARE LIMITED LIABILITY COMPANY, A FRANCHISE FOR TELECOMMUNICATIONS**

WHEREAS, T-Mobile West LLC, a Delaware limited liability company ("Grantee") has applied to the City of Auburn ("City") for a non-exclusive Franchise for the right of entry, use, and occupation of certain public right(s)-of-way within the City, expressly to install, construct, erect, operate, maintain, modify, repair, relocate and remove its facilities in, on, over, under, along and/or across those right(s)-of-way ("Franchise"); and

WHEREAS, with respect to some of these facilities, they were previously installed the public rights of ways with the permission of King County, which managed those right(s)-of-way prior to the annexation of those rights of way into the City of Auburn; and

WHEREAS, following proper notice, the City Council held a public hearing on Grantee's request for a Franchise, at which time representatives of Grantee and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, with respect to those facilities previously installed by authorization of King County, this agreement supersedes and replaces all agreements between Grantee and King County; and

WHEREAS, based upon the foregoing recital clauses, and from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council in compliance with RCW 35.99 now deems it appropriate and in the best interest of the City and its inhabitants that the franchise be granted to Grantee.

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

#### **Section 1. Grant of Right to Use Franchise Area**

A. Subject to the terms and conditions stated herein, pursuant to RCW 35.99 the City grants to the Grantee general permission to enter, use, and occupy the public right(s)-of-way of the City. However, Grantee shall not extend its occupation of the public rights of way beyond the two facilities that presently

occupy the rights of way as specified in Exhibit "A", attached hereto and incorporated by reference (the "Franchise Area"), without having first obtained an amendment to this agreement and site specific permits from the City authorizing Grantee to install telecommunications equipment at such other locations than specified in Exhibit "A".

B. This Franchise does not authorize the use of the public rights of ways for any facilities or services other than for wireless telecommunications facilities.

C. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise Area, unless the City determines that entering into such agreements interferes with Grantee's rights set forth herein.

D. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to City rights-of-way. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, Grantee acknowledges that the City has the power of eminent domain and that Grantee's remedies in the event of the exercise of such power are set forth in RCW 35.99 and other applicable law.

E. The City reserves the right to change, regrade, relocate, abandon, or vacate any public right-of-way. If, at any time during the term of this Franchise, the City vacates any portion of the rights of way containing Grantee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

F. The Grantee agrees that its use of the Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

## **Section 2. Notice**

A. Except as defined in the respective filing and emergency work provisions of Sections 5 and 7 herein, all notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. City or Grantee may from time to time

designate any other address for this purpose by providing written notice to the other party effective thirty (30) days after the provision thereof.

City: City of Auburn  
Engineering Aide, Transportation  
25 West Main Street  
Auburn, WA 98001-4998  
Telephone: (253) 931-3010; Fax: (253) 931-3048

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

Grantee: T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attention: Lease Compliance/ City of Auburn Franchise

B. Any changes to the above-stated Grantee information shall be sent to the City, referencing the title of this agreement.

C. The above-stated voice and fax telephone numbers shall be staffed at least during normal business hours, Pacific time zone.

### **Section 3. Term of Agreement**

A. This Franchise shall run for a period of five (5) years, from the date of execution specified in Section 5.

B. **Renewal Option of Term:** The Grantee may renew this Franchise for an additional five (5) year period upon submission and approval of the application specified under ACC 20.06.130, as it now exists or is amended, within the timeframe set forth therein (currently 240 to 180 days prior to expiration of the then-current term), which approval shall not be unreasonably withheld, conditioned or delayed. Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall only submit those materials reasonably deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the ACC.

C. Failure to Renew Franchise – Automatic Extension. If the Parties fail to formally renew this Franchise prior to the expiration of its term or any extension thereof, the Franchise automatically continues month to month until renewed or until either party gives written notice at least one hundred eighty (180) days in advance of the intent not to renew the Franchise.

#### **Section 4. Definitions**

For the purpose of this agreement:

“ACC” means the Auburn City Code.

“Emergency” means a condition of imminent danger to the health, safety and welfare of persons or property located within the City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

“Maintenance or Maintain” shall mean examining, testing, inspecting, repairing, maintaining, modifying and/or replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

“Relocation” means permanent movement of Grantee facilities required by the City, and not temporary or incidental movement of such facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

“Rights-of-Way” means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, and easements, owned or controlled by the City.

#### **Section 5. Acceptance of Franchise**

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, attached hereto as Exhibit “D,” and incorporated by reference, (2) all verifications of insurance coverage specified under Section 15, and (3) the financial guarantees specified in Section 16 (collectively, “Franchise Acceptance”). The date that such Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.

B. Should the Grantee fail to file the Franchise Acceptance with the City Clerk within thirty (30) days after the effective date of the ordinance approving the Franchise, the City’s grant of the Franchise will be null and void.

## **Section 6. Construction and Maintenance**

A. The Grantee shall apply for, obtain, and comply with the terms of all permits required under ACC Chapter 12.24 for any work done upon Grantee Facilities. Grantee shall comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner.

B. Grantee agrees to coordinate its activities with the City and all other utilities located within the public right-of-way within which Grantee is undertaking its activity.

C. The City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the public right-of-way and may from time to time, pursuant to the applicable sections of this Franchise, require the removal, relocation and/or replacement thereof in the public interest and safety in compliance with applicable law.

D. Before commencing any work involving excavation within the public right-of-way, the Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

E. Tree Trimming. Upon prior written approval of the City and in accordance with City ordinances, Grantee shall have the authority to reasonably trim trees upon and overhanging streets, public rights-of-way, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require an additional and separate approval from the City.

## **Section 7. Access, Repair and Emergency Work**

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City telephonically during normal business hours (at 253-931-3010 and during non-business hours at 253-876-1985) as promptly as possible, before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Grantee's emergency contact phone number for the corresponding response activity. For

any emergency or after normal business hour issues involving the Grantee's facilities which requires the Grantee's immediate response the City shall contact the Grantee at their network operations center telephonically at 888-662-4662, which is operated 24 hours a day, seven days a week. The City may commence emergency response work, at any time, without prior written notice to the Grantee, but shall notify the Grantee in writing as promptly as possible under the circumstances of the nature of the emergency and the actions taken to address it.

## **Section 8. Damages to City and Third-Party Property**

Grantee agrees that if any of its actions under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property to a safe condition. Such repair work shall be performed and completed pursuant to City Code..

## **Section 9. Location Preference and Interference**

A. Any structure, equipment, appurtenance or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to the Grantee Facilities. However, to the extent that the Grantee Facilities are completed and installed prior to another utility's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Grantee Facilities shall have such priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or right-of-way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section shall not apply to any City facilities or utilities that may in the future require the relocation of Grantee Facilities. Such relocations shall be governed by Section 11.

B. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities; provided, that for development of new areas, the City, in consultation with Grantee and other utility purveyors or authorized users of the Public Way, will develop guidelines and procedures for determining specific utility locations.

## **Section 10. Grantee Information**

A. Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with



Grantee's activities and fulfill any municipal obligations under state law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within the Rights-of-Way. Said information may be requested either in hard copy or electronic format, compatible with the City's data base system, as now or hereinafter existing, including the City's geographic information Service (GIS) data base. Grantee shall keep the City informed of its long-range plans for coordination with the City's long-range plans.

B. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the City agrees to notify the Grantee of requests for public records related to the Grantee, and to give the Grantee a reasonable amount of time to obtain an injunction to prohibit the City's release of records.

C. Grantee shall indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorneys fees) imposed on the City because of non-disclosures requested by Grantee under Washington's open public records act, provided the City has notified Grantee of the pending request and has given Grantee ten working days to obtain an injunction to prohibit the City's release of records.

#### **Section 11. Relocation of Grantee Facilities**

A. Except as otherwise so required by law, Grantee agrees to relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99 in the event the Franchise Area is required for use by the City in performance of its municipal services. In such event, City will give Grantee prior written notice of the need for such relocation of the Franchise Area. Notwithstanding the foregoing however, and pursuant to the provisions of Section 14, Grantee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other similar losses in connection with any such change, relocation, abandonment, or vacation of the right-of-way(s).

B. If a readjustment or relocation of the Grantee Facilities is necessitated by a request from a party other than the City, that party shall pay the Grantee the actual costs thereof.

#### **Section 12. Abandonment and or Removal of Grantee Facilities**

A. Within one hundred and eighty days (180) of Grantee's permanent cessation of use of the Grantee Facilities, or any portion thereof, the Grantee shall, at the City's discretion, remove the affected facilities, or, with the City's

written permission, abandon in place such facilities whereupon they will transfer to the City in their AS IS and WHERE IS condition without need of execution of any further documentation formalizing the transfer, and without representation or warranty of any kind or nature provided the Grantee shall provide to the City drawings, maps or other documentation about said facilities to the reasonable satisfaction of the City. Following such transfer, Grantee shall no longer be responsible for any liability, maintenance, repair or removal obligations related to or arising from the transferred facilities.

B. The parties expressly agree that this Section shall survive the expiration, revocation or termination of this Franchise.

### **Section 13. Undergrounding**

A. The parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities that can be installed underground.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Grantee shall underground those portions of Grantee Facilities that can be installed underground in the manner specified by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99 or other applicable law. Where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities it utilizes, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility facilities being undergrounded and the use thereof by all applicable parties

### **Section 14. Indemnification and Hold Harmless**

A. The Grantee shall defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees to the extent caused by Grantee's performance under this Franchise, except to the extent such costs, claims, injuries, damages, losses, suits, or liabilities are caused by the negligence of the City, its agents, contractors, employees or invitees. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the

City, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence.

B. The Grantee shall hold the City harmless from any liability for any damage or loss to the Grantee Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, right-of-way, or other property, except to the extent any such damage or loss is directly caused by the negligence or intentional misconduct of the City, its agents, contractors, employees or invitees performing such work.

C. The Grantee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), the Grantee shall indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

D. Acceptance by the City of any work performed by the Grantee shall not be grounds for avoidance of this section.

E. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this agreement with respect to acts or events occurring prior thereto.

## **Section 15. Insurance**

A. The Grantee shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, its agents, representatives, or employees in the amounts and types set forth below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for

bodily injury and property damage of \$1,000,000 per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$1,000,000 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Professional Liability insurance with limits no less than \$1,000,000 per claim carried by all licensed professionals employed or retained by Grantee to perform services under this Franchise.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Grantee's insurance coverage shall be primary insurance with respect to claims alleging Grantee's negligence. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Grantee's insurance and shall not contribute with it.

2. The Grantee'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 City.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-:VII.

D. **Verification of Coverage.** Grantee shall furnish the City with documentation of insurer's A.M. Best rating and with original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

E. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self insurance is subject to approval by the City.

F. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

#### **Section 16. Performance Security**

The Grantee shall provide the City with a bond, or other financial guarantee in a form and substance reasonably acceptable to the City, in the amount of Fifty Thousand Dollars (\$50,000) running for, or renewable for, the term of this Franchise. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this agreement within the applicable cure or grace period, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a direct result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to the City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit the Grantee's liability to the guarantee amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

#### **Section 17. Successors and Assignees**

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.

B. This Franchise shall not be leased, assigned or otherwise alienated without the express prior consent of the City by ordinance. The foregoing

notwithstanding, Grantee may assign this Franchise in whole or in part without the need for the City's consent to any entity that controls, is controlled by, or is under common control with Grantee, or to any entity resulting from any merger or consolidation with Grantee, or to any partner of Grantee or to any partnership in which Grantee is a general partner, or to any person or entity that acquires all of the assets of Tenant as a going concern.

C. For any assignment requiring City consent, Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days after the proposed date of transfer: (a) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer (redacted for any financial terms); (b) All information reasonably required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) An application fee which shall be set by the City, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

D. Prior to the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee shall file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

E. Upon assignment, Grantee shall be relieved of all liabilities and obligations hereunder accruing thereafter and City shall look solely to the assignee for performance under this agreement and all such obligations accruing thereafter hereunder provided such assignee accepts all such obligations in writing within thirty (30) days of the date of assignment and is of substantially similar financial strength or credit worthiness as Grantee.

#### **Section 18. Dispute Resolution**

A. In the event of a dispute between the City and the Grantee arising by reason of this Agreement, the dispute shall first be referred to the operational officers or representatives designated by Grantor and Grantee to have oversight over the administration of this Agreement. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This

Franchise shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

## **Section 19. Enforcement and Remedies**

A. If the Grantee shall willfully violate, or fail to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty (30) days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Grantee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the financial guarantee set forth in Section 16 for every day after the expiration of the cure period that the breach is not cured.

B. Should the City determine that Grantee is acting beyond the scope of permission granted herein for Grantee Facilities and Grantee Services, the City reserves the right to cancel this Franchise and/or require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease such actions.

## **Section 20. Compliance with Laws and Regulations**

A. This Franchise is subject to, and the Grantee shall comply with all applicable federal and state or City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, if required by such statute or regulation, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Grantee's concerns to the maximum extent the City deems possible, or Grantee may terminate this agreement without further liability or penalty subject to its prompt removal of the Grantee Facilities in compliance with applicable terms herein.

C. The City may terminate this Franchise upon thirty (30) days written notice to the Grantee, if the Grantee fails to comply with such amendment or modification within such thirty (30) day period.

#### **Section 21. License, Tax and Other Charges**

This Franchise shall not exempt the Grantee from any future license, tax, or charge which the City may hereinafter adopt pursuant to authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

#### **Section 22. Consequential Damages Limitation**

Notwithstanding any other provision of this agreement, in no event shall either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

#### **Section 23. Severability**

If any portion of this Franchise is deemed invalid, the remainder portions shall remain in effect provided the provision deemed invalid is not a material term to this agreement.

#### **Section 24. Titles**



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

**Section 25. Implementation.**

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

**Section 26. Termination.**

Grantee shall have the right to terminate this agreement with respect to an individual Franchise Area authorized hereunder, without penalty, upon one hundred twenty (120) days prior written notice. In such event, all applicable fees and/or costs set forth herein shall be equitably adjusted as of the effective date of termination

**Section 27. 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: FEB 18 2014  
PASSED: FEB 18 2014  
APPROVED: FEB 18 2014

  
NANCY BACKUS, MAYOR

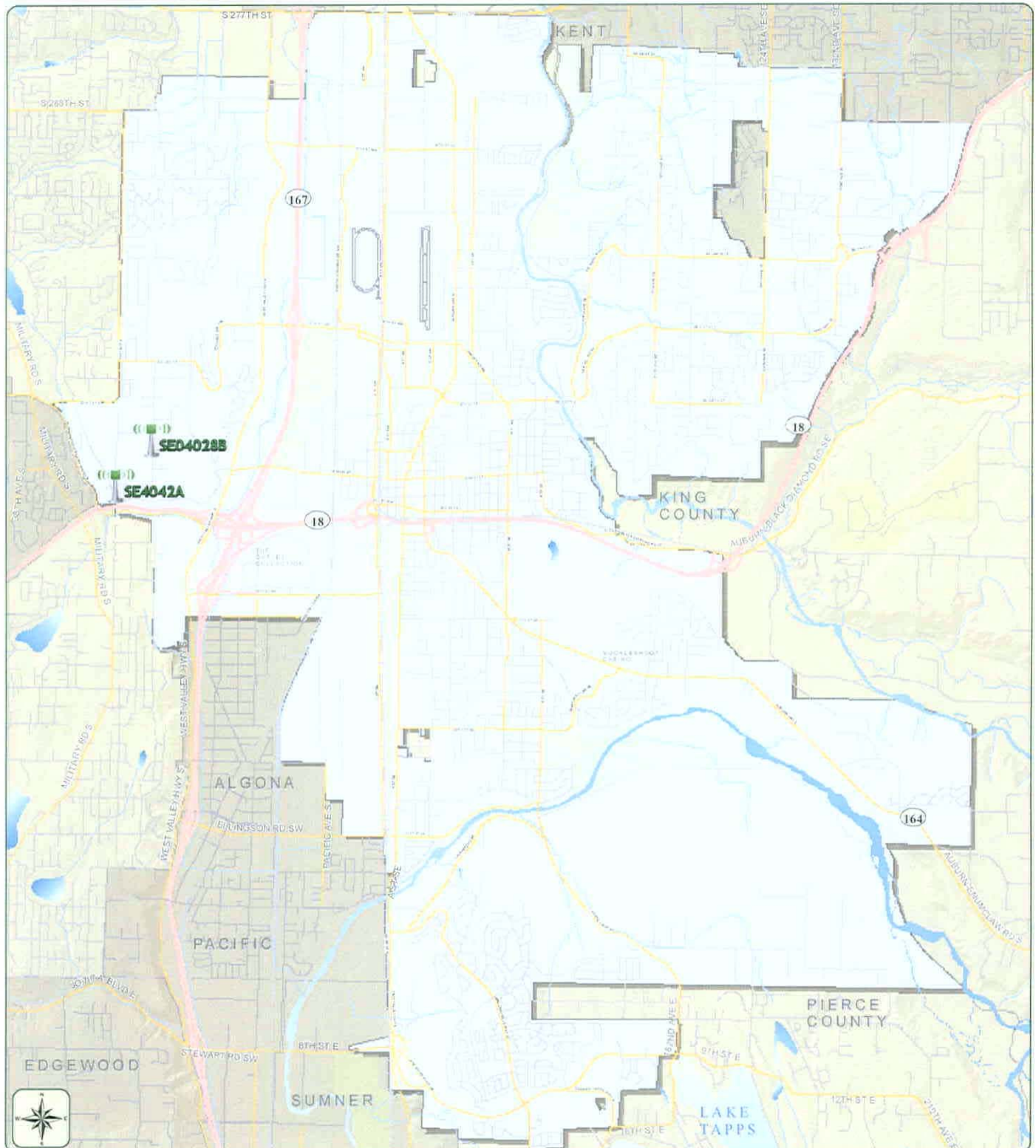
ATTEST:

  
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:  
  
Daniel B. Heid, City Attorney

Published: February 24, 2014 in the Seattle Times

# Exhibit "A" - T-Mobile Franchise Area



Ordinance No. 6491  
Exhibit A  
February 11, 2014  
Page 1 of 1

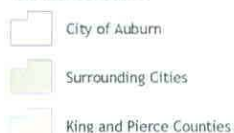
## T Mobile Facilities



## Hydrology



## Political Boundaries



## Transportation



Printed On: 11/17/2013  
Map ID: 4337

Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn is not responsible for any errors or omissions.

## **EXHIBIT "B"**

### **GRANTEE FACILITIES**

#### **EXISTING T-MOBILE FACILITIES IN CITY OF AUBURN ROW**

**Site ID:** SE4042A, "Peasley Canyon"

**Location:**  
33043 46th Place South  
Auburn, WA 98001

**Description:** Telecommunications Facility consisting of above ground radio equipment cabinets located in a 12'x17' cedar wood fence enclosure in the Right-of-Way (ROW), with antennas collocated on an existing 88' above-ground wooden utility pole in the ROW with connecting underground conduit.

**Site ID:** SE04028B, Mountain View Cemetery/PR

**Location:**  
5605 S 324<sup>th</sup> Place  
Auburn WA 98001

**Description:** Telecommunication Facility consisting of antennas located on an existing 75' above-ground wood utility pole in the Right of Way with connecting underground conduit to the radio equipment cabinets located on adjacent private property.

## **EXHIBIT "C"**

### **GRANTEE SERVICES**

#### **SERVICES PROVIDED BY T-MOBILE WITHIN THE CITY OF AUBURN:**

Telecommunications Services authorized by the Federal Communications Commission; including but not limited to the following:

THE TRANSMISSION, AMPLIFICATION AND RECEPTION OF RADIO COMMUNICATION SIGNALS, INCLUDING BUT NOT LIMITED TO THOSE RELATED TO:

- VOICE,
- DATA,
- IMAGES AND VIDEO
- E-911/EMERGENCY ACCESS
- 3-G AND 4-G

EXHIBIT "D"

STATEMENT OF ACCEPTANCE

T-Mobile West LLC, A Delaware limited liability company, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

T-Mobile West LLC  
A Delaware limited liability company

By: [Signature] Date: 3/6/14  
Name: Jay Noceto  
Title: PNW Area Director, Engineering & Operations

[Signature]

3/4/14

STATE OF WASHINGTON

COUNTY OF KING )ss.  
)

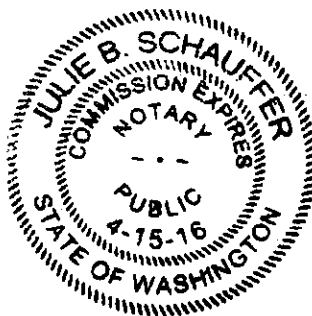
On this 6th day of March, 2014, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Jay Noceto of T-Mobile West LLC, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

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

[Signature]  
Signature

[Signature]  
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle

MY COMMISSION EXPIRES: 4/15/16



ORDINANCE NO. 6575

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING ORDINANCE NO. 6491 AND THE T-MOBILE WEST, LLC FRANCHISE NO.13-37 TO ADD AN ADDITIONAL LOCATION

WHEREAS, On February 18, 2014, the City Council adopted Ordinance No. 6491, granting a wireless communications franchise to T-Mobile West, LLC ("Grantee"); and,

WHEREAS, T-Mobile West LLC wishes to add an additional site within the City; and

WHEREAS, following proper notice, the City Council held a public hearing on the Grantee's request for an Amendment to Franchise Agreement No. 13-37, at which time representatives of Grantee and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, based upon the foregoing recital clauses and from information presented at such public hearing and from facts and circumstances developed or discovered through independent study and investigation, the City Council in compliance with RCW 35.99 now deems it appropriate and in the best interest of the City and its inhabitants that the Amendment to Franchise Agreement No. 13-37 be granted to the Grantee.

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

-----  
Ordinance No. 6575  
Franchise Agreement No. 13-37, Amendment No. 1  
January 13, 2016  
Page 1 of 7

Section 1. Exhibits A and B of Ordinance No. 6491 are hereby replaced with Exhibits A and B, attached hereto and incorporated herein by this reference, and a new Exhibit B-2 and Exhibit D-1 are added as Exhibits to Ordinance No. 6491, which additional Exhibits are also attached hereto and incorporated herein by this reference.

Section 2. All other provisions of Ordinance No. 6491 shall remain unchanged and in full force and effect.

Section 3. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions 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 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.

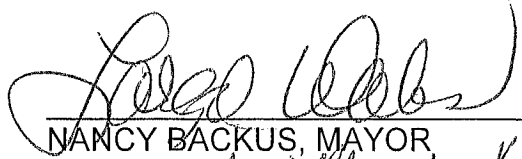
Section 5. Effective date. This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

FIRST READING: JAN -4 2016

SECOND READING: JAN 19 2016

PASSED: JAN 19 2016

APPROVED: JAN 19 2016

  
NANCY BACKUS, MAYOR  
*for Mayor Backus*

ATTEST:



Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

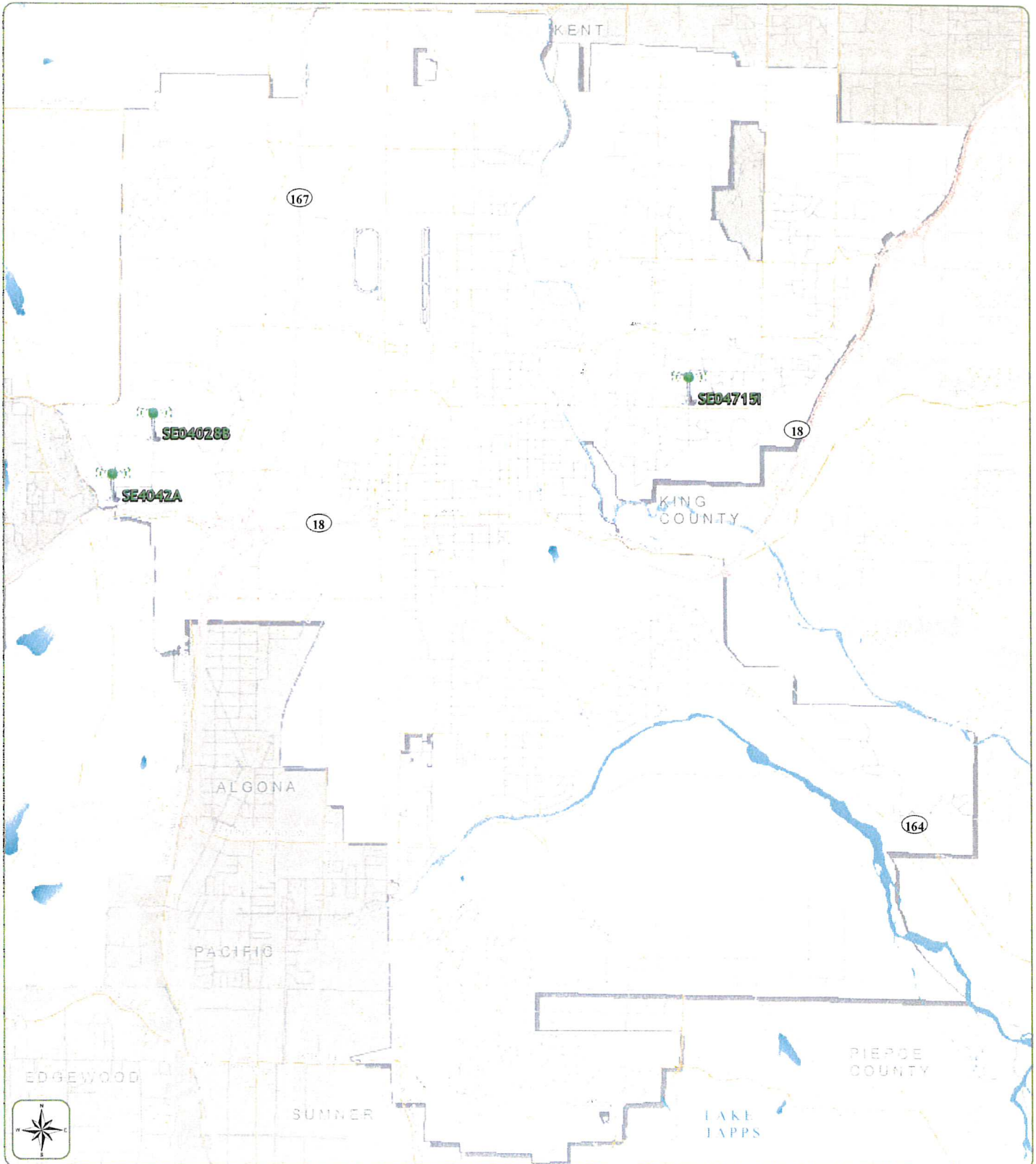


Daniel B. Heid, City Attorney




Published: January 25, 2016 in *The Seattle Times*





# Exhibit "A" - T-Mobile Franchise Area






## T-Mobile Facilities

-  SE040288
-  SE04042A
-  SE047151




## Hydrology

-  Streams
-  Lakes and Rivers

## Political Boundaries

-  City of Auburn
-  Surrounding Cities
-  King and Pierce Counties

## Transportation

-  Arterials
-  Highways
-  Locals

## EXHIBIT "B"

### GRANTEE FACILITIES

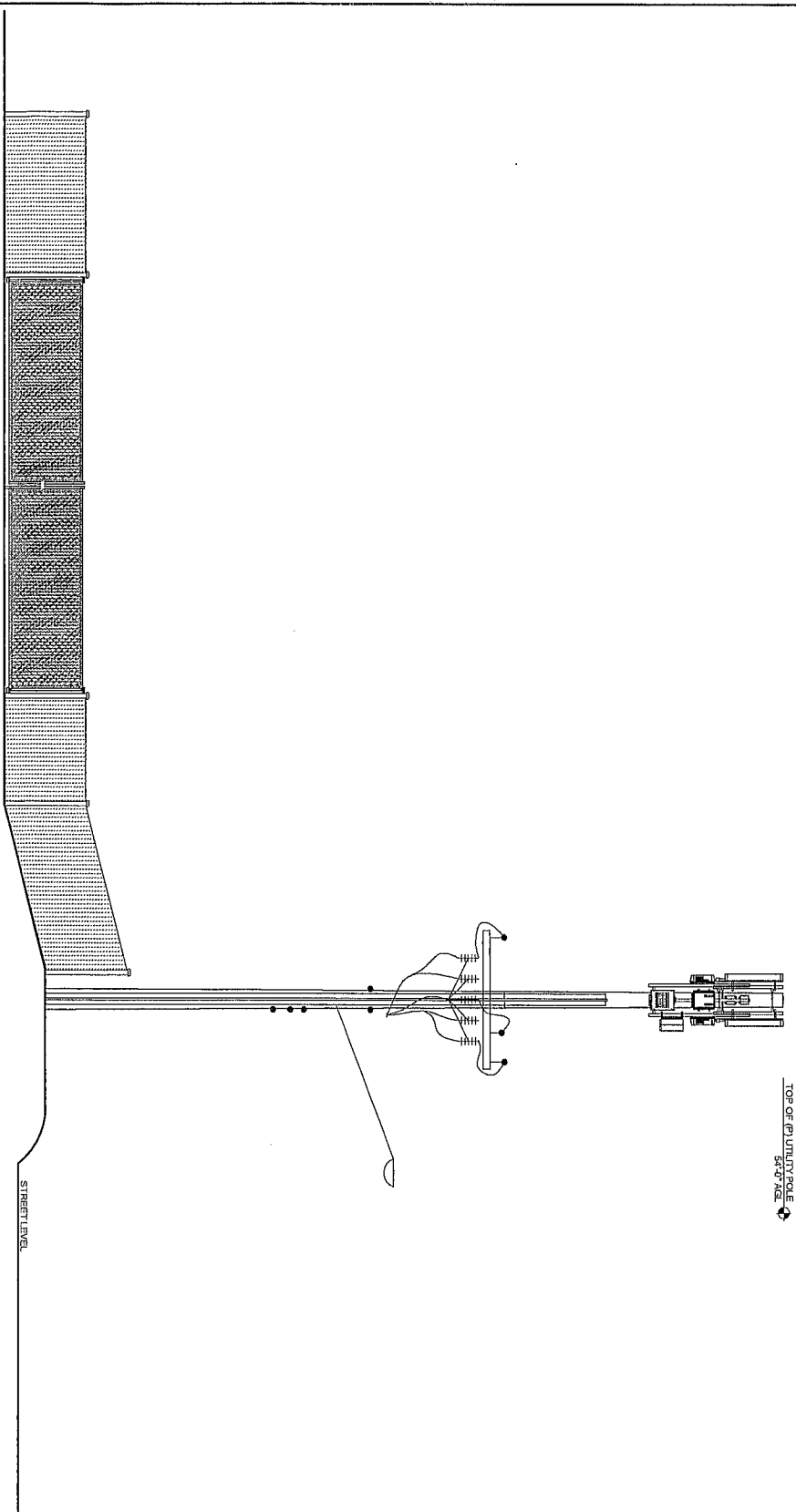
#### EXISTING T-MOBILE FACILITIES IN CITY OF AUBURN ROW

- Site ID: SE4042A, "Peasley Canyon"  
Location: 33043 46th Place South  
Auburn, WA 98001  
Description: Telecommunications Facility consisting of above ground radio equipment cabinets located in a 12'x17' cedar wood fence enclosure in the Right-of-Way (ROW), with antennas collocated on an existing 88' above-ground wooden utility pole in the ROW with connecting underground conduit.
- Site ID: SE04028B, Mountain View Cemetery/PR  
Location: 5605 S 324<sup>th</sup> Place  
Auburn, WA 98001  
Description: Telecommunications Facility consisting of antennas located on an existing 75' above-ground round wood utility pole in the Right of Way with connecting underground conduit to the radio equipment cabinets located on adjacent private property.

#### NEW T-MOBILE FACILITIES IN CITY OF AUBURN ROW

- Site ID: SE04715I, Lea Hill  
Location: 11534 SE 318<sup>th</sup> Place  
Auburn, WA 98092  
Description: Telecommunications Facility consisting of antennas located on a new utility replacement pole in the Right of Way with connecting underground conduit to ground equipment located on private property.

For Site SE04715I, the Grantee shall submit substantial changes to the City Engineer to ensure the antennas are in substantial conformance with the depiction in Exhibit B-2 and in compliance with the Federal Telecommunications Act of 1996. For the purposes of this franchise, substantial changes shall be considered to be an increase in the height of the antennas by 10% or more, or an increase in the width of the antennas by 25% or more.

[illegible]

## EXHIBIT "B"

### GRANTEE FACILITIES

#### EXISTING T-MOBILE FACILITIES IN CITY OF AUBURN ROW

- Site ID: SE4042A, "Peasley Canyon"  
Location: 33043 46th Place South  
Auburn, WA 98001  
Description: Telecommunications Facility consisting of above ground radio equipment cabinets located in a 12'x17' cedar wood fence enclosure in the Right-of-Way (ROW), with antennas collocated on an existing 88' above-ground wooden utility pole in the ROW with connecting underground conduit.
- Site ID: SE04028B, Mountain View Cemetery/PR  
Location: 5605 S 324<sup>th</sup> Place  
Auburn, WA 98001  
Description: Telecommunications Facility consisting of antennas located on an existing 75' above-ground round wood utility pole in the Right of Way with connecting underground conduit to the radio equipment cabinets located on adjacent private property.

#### NEW T-MOBILE FACILITIES IN CITY OF AUBURN ROW

- Site ID: SE04715I, Lea Hill  
Location: 11534 SE 318<sup>th</sup> Place  
Auburn, WA 98092  
Description: Telecommunications Facility consisting of antennas located on a new utility replacement pole in the Right of Way with connecting underground conduit to ground equipment located on private property.

For Site SE04715I, the Grantee shall submit substantial changes to the City Engineer to ensure the antennas are in substantial conformance with the depiction in Exhibit B-2 and in compliance with the Federal Telecommunications Act of 1996. For the purposes of this franchise, substantial changes shall be considered to be an increase in the height of the antennas by 10% or more, or an increase in the width of the antennas by 25% or more.

EXHIBIT "D-1"

STATEMENT OF ACCEPTANCE

T-Mobile West LLC, a Delaware limited liability company, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

T-Mobile West LLC,  
a Delaware limited liability company

By: [Signature]  
Name: PHILIP HANKINS  
Title: PNW Area Director, Engineering & Operations

Date: 1/26/16

T-Mobile Legal Approval By:

[Signature]  
Name: Kelly Dunham

1/19/16

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KING )

On this 26 day of January, 2016, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Philip Hankin of T-Mobile West LLC, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

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

[Signature]  
Signature

Priscilla Finch  
NOTARY PUBLIC in and for the State of  
WA, residing at Bothell WA

MY COMMISSION EXPIRES: 1/6/2019

Ordinance No. 6575  
Franchise Agreement No. 13-37, Amendment No. 1  
January 13, 2016  
Page 7 of 7



AUBURN \* MORE THAN YOU IMAGINED



## AGENDA BILL APPROVAL FORM

Agenda Subject:  
Resolution No. 5411 (Hinman)

Date:  
February 21, 2019

Department:  
Administration

**Attachments:**  
[Resolution 5411](#)  
[Resolution 5411 Exhibit A](#)

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

Administrative Recommendation:  
Recommend approval.

Background Summary:

A recommendation from the Lodging Tax Advisory Committee (LTAC) to City Council to approve the grant funding requests for Auburn Parks' Petpalooza event and Auburn Parks' Veterans Day and Parade for tourism promotion

Reviewed by Council Committees:

Councilmember:  
Meeting Date: March 4, 2019

Staff:  
Item Number: RES.A

## **RESOLUTION NO. 5411**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE LODGING TAX GRANT DISBURSEMENTS RECOMMENDED BY THE AUBURN LODGING TAX ADVISORY COMMITTEE**

WHEREAS, the City of Auburn ( "City") has businesses within its corporate limits that collect lodging tax dollars in accordance with Chapter 67.28 of the Revised Code of Washington (RCW); and

WHEREAS, the City has established a Lodging Tax Advisory Committee (LTAC) in accordance with RCW 67.28.1817, and codified in Chapter 2.77 of the Auburn City Code (ACC); and

WHEREAS, the LTAC is obligated by ACC 2.77.060 to make recommendations to the City Council on tourism promotion and tourism related issues; and

WHEREAS, at its November 14<sup>th</sup>, 2018 meeting, the LTAC considered proposals for the expenditure of taxes collected pursuant to Chapter 67.28 RCW; and

WHEREAS, the LTAC has recommended the award of lodging tax dollars as grant funds to certain businesses; and

WHEREAS, the City Council finds that the LTAC's recommendation will enhance the economic development of the City of Auburn.

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



**Section 1. Adoption of Recommendations.** The City Council adopts the expenditure of lodging tax dollars in accordance with the LTAC's recommendation as shown on the LTAC's resolution, attached as Exhibit A.

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

**Section 3. Effective date.** This Resolution will take effect and be in force upon passage and signatures.

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

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

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

**CITY OF AUBURN**

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

ATTEST:

\_\_\_\_\_  
Shawn Campbell, City Clerk

APPROVED AS TO FORM:

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

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

**RESOLUTION NO. 5411 EXHIBIT A**  
**2019 Lodging Tax Grants**

Motion: Committee Member Faltenberger motioned to recommend to City Council to approve the funding requests for Auburn Parks' Petpalooza event for \$5,000, and \$3,500 for Auburn Parks' Veterans Day and Parade. Committee Member Fraser seconded the motion. Motion passes unanimously.

**Event: Veterans Day Parade**

Amount Requested: \$3,500.00

<b>Approved Amount</b> <b>\$3,500.00</b>
---

- Funds for digital marketing on social media throughout the state focusing on Veterans, supporters of Veterans, active military, the military base cities outside of a 50+ mile radius.
- Event to be held November 9, 2019.
- Previous parades with 25,000 people in attendance and 6,000 parade participants.
- Puts heads in beds with from parade participants and band competition.

**Event: Petpalooza**

Amount Requested: \$5,000.00

<b>Approved Amount</b> <b>\$5,000.00</b>
---

- 2018 Attendance: 9,000 attendance
- Event is on May 18, 2019.
- Funds are for advertising event via social media and pet related publications.
- This beloved Auburn annual event puts heads in beds.

**2019 Total Grants Recommended by the LTAC: \$8,500.00**