

1. 02.09.2026 Agenda Only

Documents:

[02.09.2026 AGENDA ONLY.PDF](#)

2. 02.09.2026 Agenda Packet

Documents:

[02.09.2026 AGENDA PACKET.PDF](#)



**AGENDA**  
**REGULAR MEETING**  
**ENUMCLAW CITY COUNCIL**

**February 9, 2026 ~ 7:00 p.m. ~ Enumclaw City Hall**

**1. CALL TO ORDER, FLAG SALUTE, AND ATTENDANCE:**

**2. ADJUSTMENTS TO THE AGENDA:**

**3. MOTION TO APPROVE MINUTES AS PUBLISHED:**

A. Council Minutes 1/26/26

**4. SWEARING IN CEREMONY COUNCILMEMBER:**

A. Amber Stanley, Council Position 6

**5. RECEPTION (APPROXIMATELY 10 MINUTES):**

**6. ANNOUNCEMENTS AND PRESENTATIONS:**

A. ANNOUNCEMENTS

1. City Offices will be closed on Monday, February 16, to commemorate the Presidents' Day Holiday.

B. PRESENTATIONS

1. December 11, 2025 Flooding Event in Enumclaw - Brian Spindor, Public Works Director

C. PUBLIC HEARING AND MEETING ANNOUNCEMENTS

1. Public Hearing, Resolution No. 1867, Fee Schedule Amendment, Monday, February 23, 7:00 p.m., City Hall, Council Chambers

**7. COMMENTS FROM THE AUDIENCE: (Please Limit Comments to Three Minutes)**

**8. PUBLIC HEARING:**

A. Ordinance No. 2833 - BESS Moratorium Extension

- 1. City Clerk Reads Ordinance by Title Only for the 1st Reading
- 2. Staff Report: Chris Pasinetti, Community Development Director
- 3. Council Comments:
- 4. Public Input:

**9. TABLED BUSINESS:**

**10. COUNCIL COMMITTEE REPORTS:**

- A. Community & Economic Development - LaFleur, Chair; Martinell, Koopman Frazier
- B. Community Services - Koopman Frazier, Chair; Smith, Stanley
- C. Finance & Technology - Koopman Frazier, Chair; Smith, Stanley
- D. Public Safety - Martinell, Chair; Solmonsens-Waterhouse, Storton
- E. Public Works - LaFleur, Chair; Solmonsens-Waterhouse, Storton
- F. Chamber of Commerce - Martinell, Liaison; Solmonsens-Waterhouse, Alternate
- G. Sound Cities Association (SCA) - LaFleur, Liaison; Martinell, Alternate

**11. CONSENT AGENDA.....Motion to Approve**

A. APPOINTMENT

1. Human Services Advisory Board Position No. 3, Julia Ubbenga; Term expires 12/31/2027

B. BID AWARD

1. Lake Tapps Construction - Tacoma Intertie Restoration Project

C. PROFESSIONAL SERVICES AGREEMENT

1. Herrera - Consultant Services for Outfall Analysis and Sediment Monitoring
2. Witherspoon Brajcich McPhee, PLLC - Hearing Examiner Services

D. CITY ATTORNEY CONFIRMATION

1. Michael J. Reynolds - Interim City Attorney

**12. GENERAL BUSINESS:**

A. ORDINANCES

1. Ordinance No. 2832 - Co-Living Interim Development Regulations
  - a. City Clerk Reads Ordinance by Title Only for the 2nd Reading
  - b. Staff Report: Chris Pasinetti, Community Development Director
  - c. Council Committee Report:
  - d. Council Comments:
  - e. Council Action:
2. Ordinance No. 2834 - NFC Northwest, LLC Franchise
  - a. City Clerk Reads Ordinance by Title Only for the 1st Reading
  - b. Staff Report: Mike Reynolds, City Attorney
  - c. Council Comments:

B. RESOLUTIONS

1. Resolution No. 1866 - Fee Schedule Amendment
  - a. City Clerk Reads Resolution by Title Only
  - b. Staff Report: Chris Searcy, City Administrator  
Chris Pasinetti, Community Development Director
  - c. Council Committee Report:
  - d. Council Comments:
  - e. Council Action:

C. GENERAL ITEMS

1. Routine Reports
  - a. Green River College: Enumclaw Business Development Report
  - b. Finance: Sales Tax Report
  - c. Community Development: Building Permits; City Planning

**13. UNFINISHED BUSINESS:**

**14. NEW BUSINESS:**

- A. Set Work Session Date for Climate Commitment Act

**15. EXECUTIVE SESSION:**

**16. ADJOURNMENT:**

***THIS MEETING BROADCAST AND STREAMED LIVE VIA ECTV CHANNEL 21***

*City Council meetings are wheelchair accessible; parking area available by north door of City Hall. Public comment may be submitted in writing by emailing the City Clerk at [jrose@ci.enumclaw.wa.us](mailto:jrose@ci.enumclaw.wa.us) by 4:00 p.m. on the day of the meeting. If accommodations are needed, including virtual access to provide public comment, please contact the City Clerk by the same deadline listed above at 360-615-5608 or by the email provided.*



AGENDA
REGULAR MEETING
ENUMCLAW CITY COUNCIL

February 9, 2026 ~ 7:00 p.m. ~ Enumclaw City Hall

1. CALL TO ORDER, FLAG SALUTE, AND ATTENDANCE:

2. ADJUSTMENTS TO THE AGENDA:

3. MOTION TO APPROVE MINUTES AS PUBLISHED:

A. Council Minutes 1/26/26 (page 3)

4. SWEARING IN CEREMONY COUNCILMEMBER:

A. Amber Stanley, Council Position 6

5. RECEPTION (APPROXIMATELY 10 MINUTES):

6. ANNOUNCEMENTS AND PRESENTATIONS:

A. ANNOUNCEMENTS

1. City Offices will be closed on Monday, February 16, to commemorate the Presidents' Day Holiday.

B. PRESENTATIONS

1. December 11, 2025 Flooding Event in Enumclaw - Brian Spindor, Public Works Director

C. PUBLIC HEARING AND MEETING ANNOUNCEMENTS

1. Public Hearing, Resolution No. 1867, Fee Schedule Amendment, Monday, February 23, 7:00 p.m., City Hall, Council Chambers

7. COMMENTS FROM THE AUDIENCE: (Please Limit Comments to Three Minutes)

8. PUBLIC HEARING:

A. Ordinance No. 2833 - BESS Moratorium Extension (page 7)

- 1. City Clerk Reads Ordinance by Title Only for the 1st Reading
2. Staff Report: Chris Pasinetti, Community Development Director
3. Council Comments:
4. Public Input:

9. TABLED BUSINESS:

10. COUNCIL COMMITTEE REPORTS:

- A. Community & Economic Development - LaFleur, Chair; Martinell, Koopman Frazier
B. Community Services - Koopman Frazier, Chair; Smith, Stanley
C. Finance & Technology - Koopman Frazier, Chair; Smith, Stanley
D. Public Safety - Martinell, Chair; Solmosen-Waterhouse, Storton
E. Public Works - LaFleur, Chair; Solmosen-Waterhouse, Storton
F. Chamber of Commerce - Martinell, Liaison; Solmosen-Waterhouse, Alternate
G. Sound Cities Association (SCA) - LaFleur, Liaison; Martinell, Alternate

11. CONSENT AGENDA.....Motion to Approve

A. APPOINTMENT

1. Human Services Advisory Board Position No. 3, Julia Ubbenga; Term expires 12/31/2027

B. BID AWARD

1. Lake Tapps Construction - Tacoma Intertie Restoration Project (page 17)

C. PROFESSIONAL SERVICES AGREEMENT

1. Herrera - Consultant Services for Outfall Analysis and Sediment Monitoring (page 21)
2. Witherspoon Brajcich McPhee, PLLC - Hearing Examiner Services (page 31)

D. CITY ATTORNEY CONFIRMATION

1. Michael J. Reynolds - Interim City Attorney (page 41)

**12. GENERAL BUSINESS:**

A. ORDINANCES

1. Ordinance No. 2832 - Co-Living Interim Development Regulations (page 45)
  - a. City Clerk Reads Ordinance by Title Only for the 2nd Reading
  - b. Staff Report: Chris Pasinetti, Community Development Director
  - c. Council Committee Report:
  - d. Council Comments:
  - e. Council Action:
2. Ordinance No. 2834 - NFC Northwest, LLC Franchise (page 61)
  - a. City Clerk Reads Ordinance by Title Only for the 1st Reading
  - b. Staff Report: Mike Reynolds, City Attorney
  - c. Council Comments:

B. RESOLUTIONS

1. Resolution No. 1866 - Fee Schedule Amendment (page 81)
  - a. City Clerk Reads Resolution by Title Only
  - b. Staff Report: Chris Searcy, City Administrator  
Chris Pasinetti, Community Development Director
  - c. Council Committee Report:
  - d. Council Comments:
  - e. Council Action:

C. GENERAL ITEMS

1. Routine Reports
  - a. Green River College: (page 105) Enumclaw Business Development Report
  - b. Finance: (page 107) Sales Tax Report
  - c. Community Development: (page 110) Building Permits; City Planning

**13. UNFINISHED BUSINESS:**

**14. NEW BUSINESS:**

- A. Set Work Session Date for Climate Commitment Act

**15. EXECUTIVE SESSION:**

**16. ADJOURNMENT:**

***THIS MEETING BROADCAST AND STREAMED LIVE VIA ECTV CHANNEL 21***

*City Council meetings are wheelchair accessible; parking area available by north door of City Hall. Public comment may be submitted in writing by emailing the City Clerk at [jrose@ci.enumclaw.wa.us](mailto:jrose@ci.enumclaw.wa.us) by 4:00 p.m. on the day of the meeting. If accommodations are needed, including virtual access to provide public comment, please contact the City Clerk by the same deadline listed above at 360-615-5608 or by the email provided.*

**City of Enumclaw  
1339 Griffin Avenue  
Enumclaw, Washington 98022**

**City Council Regular Session  
City Hall Council Chambers  
January 26, 2026, 7:00 p.m.**

**1. CALL TO ORDER AND FLAG SALUTE:**

Mayor Wright called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance. Mayor Pro Tem Martinell announced all Councilmembers were present.

**ATTENDANCE:**

Councilmembers Chance LaFleur, Corrie Koopman Frazier, Jan Martinell, Sabrina Solmonsens-Waterhouse, Brodie Smith, and Ed Storton were present. Also, present were Mayor Anthony Wright, City Administrator Chris Searcy, Assistant City Attorney Michael Reynolds, City Clerk Jessica Rose, Police Chief Tim Floyd, Community Development Director Chris Pasinetti, and Media Services Technician Zoie Raum.

**2. ADJUSTMENTS TO THE AGENDA:**

None

Council consensus to approve agenda as published.

**3. MOTION TO APPROVE MINUTES AS PUBLISHED:**

A. Council Minutes 1/12/26

**KOOPMAN FRAZIER MOVED TO APPROVE THE JANUARY 12, 2026, COUNCIL MEETING MINUTES AS PUBLISHED. LAFLEUR SECONDED. MOTION CARRIED 6-0.**

B. Industrial Development Corporation Minutes 1/12/26

**KOOPMAN FRAZIER MOVED TO APPROVE THE JANUARY 12, 2026, INDUSTRIAL DEVELOPMENT CORPORATION MINUTES AS PUBLISHED. LAFLEUR SECONDED. MOTION CARRIED 6-0.**

**4. ANNOUNCEMENTS AND PRESENTATIONS:**

**A. ANNOUNCEMENTS**

1. *Coffee with the Mayor*, Monday, February 3, 9:00 a.m. - 10:00 a.m. City Hall, Council Chambers
2. Proclamations
  - a. School Choice Week, January 25-31

Mayor noted the announcements.

**B. PUBLIC HEARING AND MEETING ANNOUNCEMENTS**

1. Public Hearing, Ordinance No. 2833, BESS Moratorium Extension, Monday, February 9, 7:00 p.m., City Hall, Council Chambers

Mayor noted the announcement.

**C. COMMUNITY EVENTS**

1. Wine & Chocolate Festival, Friday, February 6, 4:00 - 9:30 p.m. and Saturday, February 7, 2:00 - 9:30 p.m., Expo Center

Mayor noted the event.

**5. COMMENTS FROM THE AUDIENCE: (Please Limit Comments to Three Minutes)**

Warren Wilson, who lives within City limits, stated his concerns regarding Federal immigration enforcement.

Dave Hauge, who lives outside City limits, stated his concerns regarding Federal immigration enforcement.

Kimberly Lauk, who lives within City limits, stated her concerns regarding Federal immigration enforcement.

Ryan Lundeen, who lives within City limits, stated his concerns regarding Federal immigration enforcement.

**6. PUBLIC HEARING:**

A. Ordinance No. 2832 - Co-Living Interim Development Regulations

**MAYOR OPENED THE PUBLIC HEARING AT 7:09 P.M.**

Rose confirmed that the City Clerk's office received an email from Julie Holbrook regarding Ordinance No. 2832, which have been distributed to Council and will be included in the minutes.

City Clerk Reads Ordinance by Title Only for the 1st Reading

**ORDINANCE NO. 2832**

AN ORDINANCE OF THE CITY OF ENUMCLAW, KING COUNTY, WASHINGTON, ADOPTING INTERIM ZONING AND DEVELOPMENT REGULATIONS TO IMPLEMENT THE STATE'S CO-LIVING HOUSING REQUIREMENTS UNDER ENGROSSED SUBSTITUTE HOUSE BILL 1998 (2024), AMENDING THE CITY'S LAND USE MATRIX AND RELATED PROVISIONS TO ALLOW CO-LIVING HOUSING ON LOTS WHERE MULTIFAMILY DEVELOPMENT OF SIX UNITS OR MORE IS PERMITTED; DECLARING AN EMERGENCY; ESTABLISHING AN IMMEDIATE EFFECTIVE DATE OF DECEMBER 8, 2025; PROVIDING FOR A PUBLIC HEARING CONSISTENT WITH RCW 36.70A.390; AND PROVIDING FOR SEVERABILITY.

***Staff Report:***

Pasinetti explained Council adopted Ordinance No. 2830 that establishes co-living housing interim development regulations effective immediately. As required by RCW 36.70A.390, the Council shall conduct a public hearing within 60 days of adoption to consider public comment and determine whether the interim regulations should be continued, modified, or replaced with permanent regulations.

***Council Comments:***

None

***Public Input:***

Julie Holbrook, who lives within City limits, stated her concerns regarding Ordinance No. 2832.

David Grampa, who lives within City limits, stated his concerns regarding Ordinance No. 2832.

**MAYOR CLOSED THE PUBLIC HEARING AT 7:15 P.M.**

**7. TABLED BUSINESS:**

None

**8. COUNCIL COMMITTEE REPORTS:**

A. Community & Economic Development - LaFleur, Chair; Martinell, Koopman Frazier  
LaFleur stated the Committee last met on January 26. They discussed the Planning Commission Work Plan, Ordinance No. 2832, and the hearing examiner. The next meeting is scheduled for Monday, February 9, at 4:30 p.m. at Stevenson Yerxa.

B. Community Services - Koopman Frazier, Chair; Smith,  
Koopman Frazier stated the Committee last met on January 20. They discussed the Park Work Plan, Capital Improvement Plans, sound abatement, Cole Street gates, and a donation request. The next meeting is scheduled for Tuesday, February 17, at 5:00 p.m. at Stevenson Yerxa.

C. Finance & Technology - Koopman Frazier, Chair; Smith,  
Koopman Frazier stated the Committee last met on January 26. They discussed routine vouchers, a donation request, and an update on the payroll system. The next meeting is scheduled for Monday, February 9, at 6:30 p.m. in the Finance Department.

D. Public Safety - Martinell, Chair; Solmonsens-Waterhouse, Storton  
Martinell stated the Committee last met on January 20. They discussed annual reports, staffing updates, and FLOCK cameras. The next meeting is scheduled for Tuesday, February 17, at 6:00 p.m. at the Police Department.

E. Public Works - LaFleur, Chair; Solmonsens-Waterhouse, Storton  
LaFleur stated the Committee last met on January 26. They discussed the BHC contract amendment and gas hedging. The next meeting is scheduled for Monday, February 9, at 5:30 p.m. at Stevenson-Yerxa.

F. Chamber of Commerce - Martinell, Liaison; Solmonsens-Waterhouse, Alternate  
Martinell stated the Chamber last met on January 14. They discussed Board updates and recent events. The next meeting is scheduled for Wednesday, February 11, at 8:00 a.m. at the school district office.

G. Sound Cities Association - LaFleur, Liaison; Koopman Frazier, Alternate  
LaFleur stated SCA has not met since the last meeting. The next meeting is scheduled for Wednesday, February 11, at 7:00 p.m. via Zoom.

**9. CONSENT AGENDA.....Motion to Approve**

**A. VOUCHER AND PAYROLL CERTIFICATION**

1. Accounts Payable Vouchers # 242338-242537 - \$836,137.15; Void Check #s None
2. December 2025 Payroll Voucher # 29138-29139 - \$58,654.09; Payroll Direct Deposits - \$735,656.24; Payroll Tax and Benefits - \$747,995.75
3. ACH & Wire Transactions - \$452,547.32

**B. PROFESSIONAL SERVICE AGREEMENT**

1. BHC - 248th Lift Station Contract Amendment No. 7

**LAFLEUR MOVED TO APPROVE THE CONSENT AGENDA. KOOPMAN FRAZIER SECONDED. MOTION CARRIED 6-0.**

**10. GENERAL BUSINESS:**

**A. GENERAL ITEMS**

1. Routine Reports
  - a. Community Development: Building Permits; City Planning

Mayor noted the report.

**11. UNFINISHED BUSINESS:**

None

**12. NEW BUSINESS:**

**A. Council Applicants - Position 6**

1. Trevor Gilthvedt

- 2. Julie Holbrook
- 3. Allie Grampa
- 4. Michael Sutherland
- 5. Johanna Kirk
- 6. Tiffen Shay Eshpeter
- 7. Amber Stanley

Each candidate introduced themselves to Council, provided an overview of their qualifications, and answered the questions provided by Council (see recording for full interview session).

**13. EXECUTIVE SESSION:**

- A. Council Candidate Qualification Evaluations per RCW 42.30.110(1)(h) - Estimated Time 15 Minutes

**MAYOR RECESSED THE MEETING AT 8:48 P.M.**

**MAYOR EXTENDED THE SESSION BY FIVE MINUTES AT 8:58 P.M.**

**MAYOR EXTENDED THE SESSION BY FIVE MINUTES AT 9:03 P.M.**

**COUNCIL EXITED THE CONFERENCE ROOM AT 9:04 P.M.**

**MAYOR RECONVENED THE MEETING AT 9:05 P.M.**

- 1. Councilmember Position 6.....Motion to Appoint

**MARTINELL MOVED TO APPOINT AMBER STANLEY TO COUNCIL POSTION 6. LAFLEUR SECONDED. MOTION CARRIED 6-0.**

**14. ADJOURNMENT:**

**LAFLEUR MOVED TO ADJOURN THE MEETING. STORTON SECONDED. MOTION CARRIED 6-0.**

Meeting adjourned at 9:07 p.m.

Respectfully Submitted,

Jessica Rose  
City Clerk

Date Minutes Approved: \_\_\_\_\_



**City Council  
AGENDA BILL**

**Meeting Date: 02/09/2026**

**Subject: Public Hearing for Ordinance No. 2833 - Battery Energy Storage System facility Moratorium extension**

**Category: ORDINANCE**

**BUDGET IMPACT:**

**Expenditure Budget: \$0**

**Revenue Budget: \$0**

**Proposed Budget Amendment: \$0**

**Related Ordinance No. 2806, 2809**

**Attachments: Staff Report, Ordinance**

**Staff Contact: Chris Pasinetti, Community Development Director**

**Summary/Background:**

Ordinance No. 2833 would extend the moratorium for BESS facilities for an additional year within the City of Enumclaw. BESS facilities, particularly those utilizing lithium-ion battery technology, pose significant fire and explosion risks, as evidenced by incidents in California, Arizona, and other states. Toxic emissions from thermal runaway events in BESS facilities threaten public health and air quality, necessitating further study on emergency response, zoning, and land use compatibility. Additionally, BESS facilities contain hazardous materials that present disposal and decommissioning challenges, requiring long-term environmental protections and regulatory oversight.

The City of Enumclaw’s current zoning and development regulations do not adequately address the unique risks and land use compatibility issues associated with BESS facilities. The Washington State Growth Management Act (RCW 36.70A.390) and the Planning Enabling Act (RCW 35A.63.220) authorize the City to adopt a moratorium to preserve the status quo while appropriate regulations are developed. The City requires additional time to conduct a comprehensive analysis of fire codes, environmental impacts, emergency response protocols, and zoning restrictions before permitting any BESS facilities within its jurisdiction

On February 24, 2025, the City Council adopted Ordinance 2806 on first reading, establishing a moratorium. A public hearing has been scheduled for April 14, 2025, to determine whether the moratorium should be extended. Based on the identified risks and the need for further study, it is recommended that the City Council adopt an ordinance extending the moratorium on the acceptance, processing, and approval of applications for BESS facilities. This moratorium will provide the necessary time to develop appropriate regulations to protect public health, safety, and welfare.

**Recommendations:**

**Date Sent to Committee: 02/09/2026 Date Returned: 02/09/2026**

**Council Committee: To be provided at the February 9th meeting.**

**Staff: Approve**

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

COUNCIL ACTION:

<input type="checkbox"/> APPROVED	1ST reading	<u>2/9/26</u>
<input type="checkbox"/> DENIED	Enactment reading	<u>                    </u>
<input type="checkbox"/> TABLED / DEFERRED / NO ACTION	ORDINANCE #	<u>2833</u>
<input type="checkbox"/> MOVED TO SECOND READING (Ordinances only)	RESOLUTION #	<u>                    </u>





## *Staff Report*

---

### *Department of Community Development*

**TO:** Mayor / City Council  
**FROM:** Chris Pasinetti, Community Development Director  
**DATE:** February 9, 2026  
**SUBJECT:** Public Hearing for Ordinance No. 2833, Moratorium for Battery Energy Storage System (BESS) facilities.

---

#### **Background:**

The City of Enumclaw has adopted a Comprehensive Plan to guide and inform future growth, development, and infrastructure planning pursuant to the Growth Management Act (GMA), RCW Chapter 36.70A. This plan covers the incorporated city limits and adjacent unincorporated lands within the Urban Growth Area. Recently, the City Council has identified substantial public health, safety, environmental, zoning, and emergency response concerns regarding the development of Battery Energy Storage System (BESS) facilities.

#### **Analysis:**

BESS facilities, particularly those utilizing lithium-ion battery technology, pose significant fire and explosion risks, as evidenced by incidents in California, Arizona, and other states. Toxic emissions from thermal runaway events in BESS facilities threaten public health and air quality, necessitating further study on emergency response, zoning, and land use compatibility. Additionally, BESS facilities contain hazardous materials that present disposal and decommissioning challenges, requiring long-term environmental protections and regulatory oversight.

The City of Enumclaw's current zoning and development regulations do not adequately address the unique risks and land use compatibility issues associated with BESS facilities. The Washington State Growth Management Act (RCW 36.70A.390) and the Planning Enabling Act (RCW 35A.63.220) authorize the City to adopt a moratorium to preserve the status quo while appropriate regulations are developed. The City requires additional time to conduct a comprehensive analysis of fire codes, environmental impacts, emergency response protocols, and zoning restrictions before permitting any BESS facilities within its jurisdiction.

On February 24, 2025, the City Council adopted Ordinance 2806 on first reading, establishing a moratorium. A public hearing has been scheduled for April 14, 2025, to determine whether the moratorium should be extended, which was extended.

The Planning Commission reviewed a draft of the BESS regulations in December. At that meeting the commission decided it was best to convene a subcommittee to develop an Ordinance regulating

Battery Energy Storage Systems within the City. The Subcommittee met for the first time on February 4<sup>th</sup>, 2026 (has not yet met as of the drafting of this staff report).

**Recommendation:**

Based on the identified risks and the need for further study, it is recommended that the City Council adopt Ordinance 2833 to extend the moratorium on the acceptance, processing, and approval of applications for BESS facilities. This will provide additional time to develop appropriate regulations to protect public health, safety, and welfare.

**ORDINANCE NO. 2833****AN ORDINANCE OF THE CITY OF ENUMCLAW, KING COUNTY, WASHINGTON, IMPOSING A MORATORIUM ON THE ACCEPTANCE, PROCESSING, AND APPROVAL OF APPLICATIONS FOR BATTERY ENERGY STORAGE SYSTEM (BESS) FACILITIES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**Whereas** the City of Enumclaw has adopted a Comprehensive Plan to guide and inform future growth, development, and infrastructure planning pursuant to the Growth Management Act (GMA), RCW Chapter 36.70A, covering the incorporated city limits and adjacent unincorporated lands within the Urban Growth Area; and

**Whereas** the City Council has identified substantial public health, safety, environmental, zoning, and emergency response concerns regarding the development of Battery Energy Storage System (BESS) facilities; and

**Whereas** BESS facilities, particularly those utilizing lithium-ion battery technology, pose significant fire and explosion risks, as evidenced by incidents in California, Arizona, and other states; and

**Whereas** toxic emissions from thermal runaway events in BESS facilities threaten public health and air quality, requiring further study on emergency response, zoning, and land use compatibility; and

**Whereas** BESS facilities contain hazardous materials that present disposal and decommissioning challenges, requiring long-term environmental protections and regulatory oversight; and

**Whereas** the City of Enumclaw's current zoning and development regulations do not adequately address the unique risks and land use compatibility issues associated with BESS facilities; and

**Whereas** the Washington State Growth Management Act (RCW 36.70A.390) and the Planning Enabling Act (RCW 35A.63.220) authorize the City to adopt a moratorium to preserve the status quo while appropriate regulations are developed; and

**Whereas** the City requires additional time to conduct a comprehensive analysis of fire codes, environmental impacts, emergency response protocols, and zoning restrictions before permitting any BESS facilities within its jurisdiction; and

**Whereas**, On February 24, 2025, the City Council adopted Ordinance 2806 on first reading, establishing a moratorium and set public hearing for April 14, 2025, to determine whether the moratorium should be extended; and

**Whereas**, the 2025 Enumclaw Planning Commission work plan included municipal code amendments for Battery Energy Storage Systems; and

**Whereas**, the Enumclaw Planning Commission's first review of the DRAFT regulations for Battery Energy Storage Systems occurred on November 20<sup>th</sup>, 2025. The Planning Commission has not made a recommendation to the City Council; and

**Whereas**, absent a recommendation from the Planning Commission to the City Council, on December 18<sup>th</sup>, 2025, the Planning Commission made a motion to establish a subcommittee to review regulations for Battery Energy Storage Systems; and

**Whereas**, Battery Energy Storage System review has been included as part of the DRAFT Planning Commission and Planning Department work plan for 2026; and

**Whereas**, after completion of the Public Hearing on April 14, 2025, the City Council carefully considered this moratorium and finds it to be in the best interest of the public to temporarily prohibit the acceptance, processing, and approval of applications for BESS facilities to protect public health, safety, and welfare.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ENUMCLAW, KING COUNTY, WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**SECTION 1: FINDINGS.** The findings set forth above are adopted as the official legislative findings of the City Council in support of this ordinance.

**SECTION 2: MORATORIUM IMPOSED.** A temporary moratorium is hereby imposed on the acceptance, processing, and approval of applications related to the establishment, expansion, or operation of Battery Energy Storage System (BESS) facilities within the City of Enumclaw.

This moratorium shall be extended for twelve (12) additional months from the expiration date of Ordinance 2806 (expiration February 24, 2026), unless extended, modified, or terminated by the City Council.

**SECTION 3: SCOPE OF MORATORIUM.** The moratorium applies to all BESS-related applications, including but not limited to:

1. Land use applications (conditional use permits, variances, site plan approvals);
2. Building permits;
3. Electrical permits;
4. Environmental impact assessments;
5. Business licenses related to BESS operation.

**SECTION 4: EXEMPTIONS.** The following activities are exempt from this moratorium:

1. Routine maintenance and repair of existing, legally permitted BESS facilities, provided such activities do not expand the facility's footprint or storage capacity.

2. Emergency repairs deemed necessary by the City or other regulatory agencies to protect public health and safety.

All exemptions shall be reviewed and approved by the Community Development Department prior to any work being performed.

**SECTION 5: STUDY AND REGULATORY DEVELOPMENT.** During the moratorium period, the City shall conduct a comprehensive study to evaluate and develop new regulations governing BESS facilities, including but not limited to:

1. Reviewing fire safety codes, hazardous materials handling regulations, and emergency response protocols applicable to BESS facilities;
2. Assessing appropriate zoning restrictions to ensure BESS facilities are not located near residential, environmentally sensitive, or high-risk areas;
3. Consulting with emergency responders regarding fire suppression requirements and hazardous material containment measures;
4. Engaging with stakeholders, including residents, industry representatives, environmental experts, and public safety officials, to gather input and recommendations;
5. Drafting amendments to the Enumclaw Municipal Code to establish appropriate and enforceable regulations for BESS facilities.

**SECTION 6: SEVERABILITY.** If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this ordinance.

**SECTION 7: EFFECTIVE DATE.** This ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication as required by law.

PASSED IN REGULAR AND OPEN SESSION this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor Anthony Wright  
INTRODUCED \_\_\_\_\_  
PASSED \_\_\_\_\_  
APPROVED \_\_\_\_\_  
PUBLISHED \_\_\_\_\_

Attested:

Approved as to Form:

\_\_\_\_\_  
Jessica Rose  
City Clerk

\_\_\_\_\_  
Michael J. Reynolds  
City Attorney





City Council
AGENDA BILL

Meeting Date: 02/09/2026

Subject: Bid Award Tacoma Intertie Restoration Project

Category: CONSENT

BUDGET IMPACT:

Expenditure Budget: \$

Revenue Budget: \$

Proposed Budget Amendment: \$

Related Ordinance or Resolution No.

Attachments: Staff Report

Staff Contact: Brian S. Spindor, P.E., Public Works Director

Summary/Background:

The 2026 budget includes \$343,633 for the Tacoma Intertie Restoration Project to construct a new electrical and control systems building for the Tacoma Intertie booster pump station. A contract for the work was advertised for bids and 5 bids were received. Staff recommend awarding the contract to the low bidder, Lake Tapps Construction.

Recommendations:

Date Sent to Committee: 02/09/2026 Date Returned: 02/09/2026

Council Committee: To be provided at the February 9th meeting

Staff: Approve

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

COUNCIL ACTION:

APPROVED

DENIED

TABLED / DEFERRED / NO ACTION

MOVED TO SECOND READING (Ordinances only)

1ST reading 2/9/26

Enactment reading

ORDINANCE # N/A

RESOLUTION # N/A





## *Staff Report*

---

### *Department of Public Works*

**TO:** Mayor / City Council  
**FROM:** Brian S. Spindor, P.E., Public Works Director  
**DATE:** February 2, 2026  
**SUBJECT:** Bid Award Tacoma Intertie Restoration Project

---

#### **Background:**

The 2026 budget includes \$343,633 for the Tacoma Intertie Restoration Project to construct a new electrical and control systems building for the Tacoma Intertie booster pump station. The building will sit on the north end of the vault that houses the pumps. The electrical equipment that was originally in the vault was damaged when the vault was found to be flooded in October 2023. Funding is primarily from a claim settlement received in 2024.

#### **Analysis:**

A contract for the project was advertised for bids and 5 bids received on January 27 with the top 3 listed below:

<b>Bidder</b>	<b>Total Bid w Tax</b>
Lake Tapps Const	\$168,405.00
Clearwater Excavation	\$261,600.00
Pease Piping	\$285,769.66
Engineer's estimate	\$240,890.00

The bid from Lake Tapps Construction is deemed responsive and the contractor experienced and well qualified to perform this type of work. The contract allows for a total of 100 working days to complete the work.

The control and electrical equipment for the station are being provided by the firm S&B under separate contract approved by council on November 25, 2024. Construction management and inspection will be conducted by staff with testing provided by a qualified testing firm. About \$43,000 remains in the S&B contract and assuming a 15% contingency on the Lake Tapps contract and costs for testing and inspection, it is estimated that a total of \$250,000 may be needed to complete the project. This is well within the original 2026 budget of \$343,633.

#### **Recommendation:**

Staff recommends award of the Tacoma Intertie Restoration Project to Lake Tapps Construction in the amount of \$168,405.00 with a 15% contingency.









## *Staff Report*

---

### *Department of Public Works*

**TO:** Mayor / City Council  
**FROM:** Brian S. Spindor, P.E., Public Works Director  
**DATE:** February 2, 2026  
**SUBJECT:** Outfall Analysis and Sediment Monitoring

---

#### **Background:**

The City's wastewater treatment plant (WWTP) faces challenging effluent pH and temperature limits for its effluent discharge to the White River in its new NPDES permit that went into effect on July 1, 2025. The permit also requires sampling and analysis of river sediments at the outfall into the river. While only a sediment analysis plan must be completed in 2026, it is proposed to complete all sediment analysis and reporting work in 2026 and evaluate options for lowering the discharge temperature and better mixing of the effluent with river flows. Additional funding must be allocated to the 2026 budget to fund this work.

#### **Analysis:**

A contract with the consultant firm Herrera has been developed for the sediment analysis work in an amount not to exceed \$89,054, including \$17,674 for bioassay testing if chemical criteria exceedances are detected that trigger the need for the bioassay work. The contract includes developing a sediment analysis plan, sediment sampling, and a monitoring report to summarize the results. The plan and monitoring results must be submitted for DOE review.

Separate contracts will be negotiated with the City's on-call consultant, Esvelt Environmental Engineering (EEE), to evaluate alternatives to modify mixing zone dilution factors and reduce effluent temperatures. In all an estimated \$130,000 in additional funding is needed for the Herrera and EEE contract work. These funds will be formally allocated from available sewer utility reserves in a subsequent budget amendment.

#### **Recommendation:**

Staff recommends Council authorize the Mayor to execute the contract with Herrera for the outfall sediment monitoring in an amount not to exceed \$89,054.

# **CITY OF ENUMCLAW WASTEWATER TREATMENT PLANT OUTFALL SEDIMENT MONITORING**

The Washington Department of Ecology (Ecology) issued a National Pollutant Discharge Elimination System (NPDES) Waste Discharge Permit (No. WA0020575) to the City of Enumclaw (the City) Wastewater Treatment Plant that became effective on July 1, 2025 and expires in 5 years. On January 12, 2026, Scott Woodbury requested that Herrera Environmental Consultants (Herrera) submit a quote to support compliance with the following permit condition: S9 - Sediment Monitoring.

Treated and disinfected effluent from the Enumclaw WWTP flows into the north side of the White River via Outfall 001 located just west of the SR410 bridge over the river. The main 30-inch outfall effluent line splits into two, 15-inch, 70-foot-long outlet pipes that discharge into the river. The twin 15-inch concrete reinforced pipes end in a concrete headwall structure where flows discharge to the river.

This scope of work covers the following five tasks outlined below:

- Task 1.0 – Sediment Sampling and Analysis Plan
- Task 2.0 – Sediment Sampling
- Task 3.0 – Sediment Monitoring Report
- Task 4.0 – Project Management
- Task 5.0 – Contingency Bioassay Testing

This scope of work includes a discussion of the activities, assumptions, and deliverables associated with each project task. A table summarizing task schedule and budget is included and followed by a detailed cost estimate.

## **Task 1.0 – Sediment Sampling and Analysis Plan**

Herrera will prepare a sediment sampling and analysis plan (SAP) that includes a site-specific health and safety plan (HASp). The SAP will meet NPDES permit requirements and will follow the outline presented in Chapter 4 (Field Methods), Chapter 5 (Laboratory Analysis Methods), and Appendix A (NPDES Permit Guidance) in the Sediment Cleanup User's Manual (SCUM) (Publication 12-09-057, December 2025 fourth revision; Ecology 2025).

## SCOPE OF WORK

---

The SAP will provide site background information; objectives and design of the sediment investigation; field sampling methods; sample handling procedures; laboratory analytical methods; quality assurance and quality control requirements; data analysis, recordkeeping, and reporting requirements; schedule; project personnel and responsibilities; and references. The site-specific HASP will identify hazards associated with sample collection and will identify locations of and routes to emergency medical facilities.

Herrera will prepare a preliminary draft SAP for review by the City, a draft SAP that addresses comments on the preliminary draft SAP and for submittal to Ecology for review, and a final SAP addressing Ecology's comments. The SAP will be prepared using Herrera's quality control procedures that include internal reviews by an editor, the project manager, and the principal-in-charge.

The Permit requires that a SAP approved by Ecology is completed by October 31, 2026. Herrera recommends that the SAP be completed sooner by May 2026 so that the sediment sampling fieldwork can occur between August 15 and September 30, 2026, as specified in the permit.

### Assumptions

- Sampling and analysis assumptions are specified in Task 2.0.
- The City will provide comments within 2 weeks of receiving the preliminary draft SAP and Herrera will prepare the draft SAP within 2 weeks of receiving those comments.
- Ecology will provide comments within 6 weeks of receiving the draft SAP and Herrera will prepare the final SAP within 2 weeks of receiving those comments.

### Deliverables

- Preliminary draft SAP as Word and PDF files for City review
- Draft SAP as a PDF file for Ecology review
- Final SAP with response to comments as PDF files

## Task 2.0 – Sediment Sampling

For budgeting purposes, it is assumed that surface sediment grab samples will be collected in 1 day, at up to six stations along a transect in a depositional area downstream of the acute and chronic mixing zones for the outfall. One sample will be collected from each of the six stations, and 1 field duplicate will be collected for quality control. The number of samples to be collected is based on SCUM guidance that identifies up to six sample locations as sufficient to cover most river situations. The primarily unidirectional flow of the White River at the outfall supports an assumption that six stations will be sufficient to characterize sediment quality in the discharge vicinity.

The location of each sampling station will be recorded with a hand-held field global positioning system (GPS). Sediment samples will be collected from the six stations using a decontaminated stainless-steel

## SCOPE OF WORK

---

shovel or spoons. Sediment samples will be collected to a depth of 10 centimeters, for homogenization in a decontaminated stainless-steel bowl, and placement into sample jars provided by the laboratory.

Herrera will process the sediment samples and deliver them to local laboratories certified by Ecology for the analyses. Sample analysis will include all 47 constituents listed in Table A-1 of SCUM that include metals, semi-volatile organic compounds, total polychlorinated biphenyls, and conventional parameters (total organic carbon, ammonia, total sulfides, and total volatile solids, and total solids). It is assumed that no supplemental analyses, such as dioxins/furans or PBDEs will be required because they are not specified in SCUM for sanitary wastewater outfalls. It is also assumed that bioassay testing will not likely be needed as long as no chemical criteria exceedances are found based on sampling. However, it is assumed that an additional 7 liters of sediment will be collected and archived at each sample station in case chemical concentrations indicated that bioassay testing is required for one or more samples.

Sampling will be conducted early in the permit-specified period of August 15 to September 30, 2026. Laboratory analyses will be expedited to allow time for conducting bioassay testing of any samples exceeding chemical criteria within the bioassay sample holding time of 8 weeks. Bioassay testing would require authorization of additional budget for bioassay testing.

Chemical data will be validated by the project chemist as the QA1 level as described in the SAP. Laboratory corrective actions and further data validation that may be required are not covered under this task.

## Assumptions

- All sediment sampling will be performed by two Herrera staff using decontaminated stainless-steel bowls and spoons.
- Sample collection will require 1 day and will be conducted per SCUM requirements.
- A total of 7 surface sediment grab samples will be analyzed for 47 required constituents in accordance with the Ecology-approved SAP.
- Sediment chemistry results will be reported by the laboratory (ALS Environmental) within 2 weeks to allow adequate time to evaluate the chemistry results, and to prepare and initiate bioassay analysis if necessary, within the 8-week holding time.
- A contingency Task 5 is included in this scope of work in case bioassay testing is needed to verify compliance with sediment management standards.

## Deliverables

- Field and laboratory data reports to be submitted with the Sediment Monitoring Report (Task 3.0).

## SCOPE OF WORK

---

### Task 3.0 – Sediment Monitoring Report

Herrera will prepare a draft and final Sediment Monitoring Report based on sampling and analysis conducted in Task 2.0. The report will follow the guidelines presented in SCUM Appendix A (Ecology 2025) and will include:

- Introduction
- Project Purpose and Description
- Sampling and Analysis Methods
- Sample Analysis Results
- Conclusions

Figures will indicate sample locations and laboratory data will be summarized in a table with comparisons to marine benthic chemical criteria (SQS values in Table A-1 of SCUM). All laboratory data will be provided in an appendix. An electronic data deliverable will be prepared for Ecology's Environmental Information Management (EIM) database.

Herrera will prepare a preliminary draft report for review by City of Enumclaw staff, a draft report that addresses comments on the preliminary draft report for submittal to Ecology for review, and a final report addressing Ecology's comments. The report will be prepared using Herrera's quality control procedures that include internal reviews by an editor, the project manager, and the principal-in-charge.

### Assumptions

- The City will provide comments within 2 weeks of receiving the preliminary draft report and Herrera will prepare the draft report within 2 weeks of receiving those comments.
- Ecology will provide comments within 6 weeks of receiving the draft report and Herrera will prepare the final report within 2 weeks of receiving those comments.

### Deliverables

- Preliminary draft report as Word and PDF files for City review
- Draft report as a PDF file for Ecology review
- Final report with response to comments as PDF files

### Task 4.0 – Project Management

Herrera's project manager (George Iftner) will be responsible for ongoing administration of the project, including preparing invoices and progress reports, as well as coordination of work efforts with the designated City of Enumclaw point of contact (Scott Woodbury) and all laboratories. Herrera's project

## SCOPE OF WORK

manager will have phone and e-mail contact with the City of Enumclaw and laboratories on an as-needed basis.

### Deliverables

- Progress reports and invoices.

## Task 5.0 – Contingency Bioassay Testing

This task is included as a contingency to cover bioassay testing if chemical criteria exceedances are detected that trigger the need for bioassay testing to verify compliance with sediment management standards.

### Assumptions

- The budget allows for bioassay testing on up to two samples, a budget amendment would be needed in the unlikely event that more than two bioassay samples require laboratory analysis.
- Samples from each of the six sediment sampling stations will be submitted to Spheros Environmental

### Deliverables

- If bioassay testing is required, QA/QC and data validation results and reporting will be covered under Task 3.0 Sediment Monitoring Reporting.

## Project Schedule

The proposed project schedule and budget are presented in the following table. The schedule assumes receiving notice to proceed by February 10, 2026. A detailed cost estimate by task is attached.

Task	Start Date	End Date	Budget
1.0 – Sampling and Analysis Plan	2/10/2026	5/1/2026	\$17,089
2.0 – Sediment Sampling and Analysis	8/15/2026	9/15/2026	\$22,509
3.0 – Sediment Monitoring Report	8/1/2026	11/2/2026	\$25,675
4.0 – Project Management	2/10/2026	12/1/2026	\$6,107
5.0 – Contingency Bioassay Testing	9/1/2026	11/2/2026	\$17,674
<b>Total</b>			<b>\$89,054</b>



Cost Estimate for  
Herrera Project No.

Enumclaw WWTP Outfall Sediment Monitoring  
26-09010-000

1/30/2026

Task No.			1	2	3	4	5	Total
			Sediment Sampling & Analysis Plan	Sediment Sampling	Sediment Monitoring Report	Project Management	Contingency Bloassay Testing	
Herrera Labor based on:	Burdened Labor Rates							
Schedule	Task Start Date		2/10/2026	8/15/2026	8/1/2026	2/10/2026	9/1/2026	
	Task End Date		5/11/2026	9/15/2026	11/2/2026	12/10/2026	11/2/2026	
Staff	Labor Category	2026 Burdened Labor Rates						
Parsons, Jeff	Engineer VI	\$310.22	4	0	6	1	1	12
Webber, Michael	Project Accountant III	\$150.30	0	0	0	15	0	15
Iftner, George	Scientist VI	\$290.92	9	13	12	6	4	44
Bartish, Nicholas	Scientist III	\$149.73	63	26	75	12	12	188
Thirkill, Ruth	Engineer II	\$167.28	0	0	10	0	2	12
Brown, Jess	Engineer IV	\$214.37	6	24	24	0	6	60
Bagniewski, Ben	GIS Analyst II	\$117.73	6	0	4	0	0	10
McGowan, Kristine	Administrative Coordinatc	\$150.33	12	0	12	0	0	24
<b>Total Hours per Task</b>			100	63	143	34	25	365
<b>Subtotal Labor</b>			\$17,089	\$12,820	\$25,675	\$6,107	\$4,891	\$66,582
<b>Subtotal Herrera Labor</b>			\$17,089	\$12,820	\$25,675	\$6,107	\$4,891	\$66,582
<b>Travel and Per Diem (PD)</b>								
Item	Unit	Unit Cost						
Auto Use	Mile	\$0.725	0	200	0	0	0	200
<b>Subtotal Per Diem</b>			\$0	\$145	\$0	\$0	\$0	\$145
<b>Laboratory Costs</b>								
Item	Unit	Unit Cost						
ALS Environmental Chemical Analyses	LS	\$9,150.00	0	1	0	0	0	1
Spheros Environmental Bioassay	LS	\$12,410.00	0	0	0	0	1	1
	3%	Fee on Lab Costs	\$0	\$275	\$0	\$0	\$372	\$647
<b>Subtotal Lab Costs</b>			\$0	\$9,425	\$0	\$0	\$12,782	\$22,207
<b>Other Direct Costs (ODCs)</b>								
Item	Unit	Unit Cost						
Gloves, disposable (box)	Box	\$25.00	0	1	0	0	0	1
Stainless steel bowls	Day	\$10.00	0	1	0	0	0	1
GPS unit (Arrow 100 w/ iPad)	Day	\$85.00	0	1	0	0	0	1
<b>Subtotal ODCs</b>			\$0	\$120	\$0	\$0	\$0	\$120
<b>Subtotal Per Diem, Lab Costs, and ODCs</b>			\$0	\$9,690	\$0	\$0	\$12,782	\$22,472
<b>Grand Subtotal</b>			\$17,089	\$22,509	\$25,675	\$6,107	\$17,674	\$89,054
<b>Grand Total</b>								\$89,054

Note: Herrera adjusts labor rates annually in January unless contract specifies otherwise.





**City Council  
AGENDA BILL**

**Meeting Date:** 02/09/2026

**Subject:** Hearing Examiner Contract

**Category:** CONSENT

**BUDGET IMPACT:**

**Expenditure Budget:** \$

**Revenue Budget:** \$

**Proposed Budget Amendment:** \$

**Related Ordinance or Resolution No.**

**Attachments:**

**Staff Contact:** Chris Pasinetti, Community Development Director

**Summary/Background:**

On January 6, 2026, the City received notice from Sharon Rice, Hearing Examiner that she needed to cancel her contract with the city for Hearing Examiner services.

The City of Enumclaw uses the Hearing examiner system authorized under RCW 35A.63.170 to conduct land use hearings and make decisions and recommendations. The Hearing examiner is a fair and impartial third party that takes the place of the Planning Commission to hear and make site specific land use recommendations/decisions. The Hearing examiner is tasked with ensuring that the hearing is fair and that all decisions or recommendations are based on the facts, sworn testimony and state and local laws. The impartiality of a having third party hearing examiner results in greatly reduced liability in land use and permitting.

**Recommendations:**

**Date Sent to Committee:** 02/09/2026 **Date Returned:** 02/09/2026

**Council Committee:**

**Staff:** Authorize the Mayor to enter into a contract for hearing examiner services.

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

COUNCIL ACTION:

<input type="checkbox"/> APPROVED	1ST reading	2/9/26
<input type="checkbox"/> DENIED	Enactment reading	_____
<input type="checkbox"/> TABLED / DEFERRED / NO ACTION	ORDINANCE #	N/A
<input type="checkbox"/> MOVED TO SECOND READING (Ordinances only)	RESOLUTION #	N/A





## *Staff Report*

---

### *Department of Community Development*

**TO:** Mayor / City Council  
**FROM:** Chris Pasinetti, Community Development Director  
**DATE:** February 9, 2026  
**SUBJECT:** Hearing Examiner Contract

---

#### **Background:**

The City of Enumclaw uses the Hearing examiner system authorized under RCW 35A.63.170 to conduct land use hearings and make decisions and recommendations. The Hearing examiner is a fair and impartial third party that takes the place of the Planning Commission to hear and make site specific land use recommendations/decisions. The Hearing examiner is tasked with ensuring that the hearing is fair and that all decisions or recommendations are based on the facts, sworn testimony and state and local laws. The impartiality of a having third party hearing examiner results in greatly reduced liability in land use and permitting.

On January 6, 2026, the City received notice from Sharon Rice, Hearing Examiner that she needed to cancel her contract with the city for Hearing Examiner services.

#### **Analysis:**

Brian McGinn graduated from Gonzaga in 1994 and worked as a Real Estate and Land Use attorney till January of 2013. From 2013 to December of 2023 Mr. McGinn worked as the Hearing Examiner for the City of Spokane.

Hearing examiner contracts are 12 month rolling contracts with automatic renewals.

#### **Recommendation:**

Council authorizes the Mayor to enter into a contract for hearing examiner services.

#### **Attachments:**

1. Hearing Examiner Contract
2. Brian McGinn Resume



**PROFESSIONAL SERVICES  
CONTRACT AGREEMENT  
HEARING EXAMINER SERVICES**

**Parties**

This AGREEMENT is made and entered into this \_\_\_\_\_ day of February, 2026 by and between the City of Enumclaw, a Washington municipal corporation, hereinafter called “City”, and Witherspoon Brajcich McPhee, PLLC, of 601 W Main, Suite 1400, Spokane, WA 99201, a limited liability company, hereinafter called “Consultant.”

WHEREAS, the City is desirous of engaging the professional services and assistance of a qualified professional consulting firm to provide hearing examiner services; and

WHEREAS, it is most cost effective and efficient for the City to contract for the provision of hearing examiner services; and

WHEREAS, the Consultant has indicated that it desires to and has the ability to provide hearing examiner services upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

**1. Purpose**

The purpose of this agreement is to create a contractual arrangement between the City and the Consultant relating to professional consulting services and to define the terms and conditions governing both parties’ obligations created by this agreement. The contractual arrangement will provide for the City hearing examiner services.

**2. Terms of Agreement**

This agreement shall be in full force and effect and binding upon the parties hereto upon execution of the agreement by both parties. The terms of the agreement shall be for a period of 12 months. The contract shall automatically renew each 12 month period unless the City takes action to terminate the contract pursuant to EMC 2.26.040. The Consultant may terminate this agreement for any reason provided the City is given 60 days written notice.

**3. Amendment**

This agreement may be amended at any time after the initial 12 month term, subject to the mutual agreement of both parties. Amendments shall be by written instrument.

**4. Duties of each Party**

**A. Consultant Duties**

The Consultant agrees to perform the duties set forth in EMC 15.13.090 which are generally described as follows:

1. To hear, and act as authorized by the Enumclaw Municipal Code, hearings related to land use permitting and code enforcement actions as deemed necessary by the City. As the Hearing Examiner, the Consultant shall receive and examine all admissible evidence regarding cases to be heard; conduct public hearings; and submit written Findings, Conclusions, Recommendations and Decisions within the time limits and as specified by the Enumclaw Municipal Code;
2. To conduct other public hearings not related to land use permitting or code enforcement actions, by mutual agreement and as provided for in the Enumclaw Municipal Code;
3. To meet with the Enumclaw City Council, as requested by the Council, to discuss matters pertinent to the conduct and practices of the Hearing Examiner;
4. To meet with Enumclaw staff, or review material provided, and discuss or comment on matters pertinent to the Enumclaw land use process, requirements or enforcement, as requested by the Director of Community Development.
5. The Consultant shall use its own office and office equipment to perform duties other than conducting hearings and meeting with City Council and staff. Hearings will be held using remote meeting technology.

The hearing examiner services will be provided solely by Consultant's representative, Brian McGinn. Consultant may provide hearing examiner services utilizing alternative personnel on the same terms contained in this Agreement only if Consultant first obtains written agreement from the City.

**B. City**

The City of Enumclaw shall provide the following:

1. Written staff reports to the Hearing Examiner (both electronic and hard copies), as well as maps and such other exhibits as required; shall be responsible for the scheduling of all the hearings for the Hearing Examiner; shall provide notice of hearings and decisions as required by Code; shall make all the required copies of said decisions and correspondence, and mail to all parties of record; shall keep and maintain all official files and records of the hearings; and do all other tasks necessary to administer process said materials.
2. The City shall provide a hearing room and functional recording equipment; shall schedule all necessary meetings before the City Council; shall provide an amplification system; and shall provide a staff person who shall be present at the hearings to operate the recording equipment, accept additional exhibits submitted at the hearing, and assist in the orderly conduct of the hearing. The City shall prepare a list of exhibits received prior to the hearing for the final written Hearing Examiner decision or recommendation.

**5. Compensation**

The City agrees to pay the Consultant on an hourly basis at the rate of TWO HUNDRED AND SEVENTY DOLLARS (\$270) per hour. Subsequent changes to the hourly rate shall be negotiated between the parties at least 60 days prior to the end of each calendar year. The hourly rate for hearing examiner services includes all costs. There is no additional charge for costs because the hearings will be held remotely, eliminating the need for travel expenses, and the City services address the material costs associated with conducting hearings and rendering decisions, such as reproducing records and mailing. In the event the Consultant provides hearing examiner services in person, the parties will negotiate a reasonable rate for the costs incurred by the Consultant as a result.

**6. Payment for Services**

The Consultant shall provide to the City an invoice which clearly details and describes the work completed, case number, the hours expended, dates worked and name(s) of staff. The City shall remit payment to the Consultant within 30 days of receipt of invoice, unless contested.

**7. Standard Provisions of Agreement**

The City and Consultant agree that the following provisions shall be a part of their agreement:

- a) The City binds itself, its partners, successors, executors, administrators, and assigns to the Consultant to this agreement in respect to all of the terms and conditions of this agreement. The parties bind themselves, their partners, successors, executors, administrators, and assigns to this contract. Neither party shall assign its interest in this contract without the written consent of the other and the City reserves the right to refuse to allow an assignment for any reason. There are no understandings or agreements except as herein expressly stated.

All final decisions, orders, and other documents issued by the Consultant in connection with services provided to the City, all exhibits submitted into the decision record, and all official recordings shall be the property of the City. All such documents, exhibits, and recordings shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, exhibits, and recordings are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use. The Consultant will be permitted to retain secondary, working copies of the documents, exhibits, and recordings for its files.

All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.

- b) The Consultant and its subconsultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, these records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period

starts when the Consultant receives final payment.

- c) Any litigation of this contract shall be brought and tried in judicial jurisdiction of King County at the Regional Justice Center, Kent, in accordance with the laws of the State of Washington.
- d) In the event it becomes necessary for either party to seek enforcement of the terms or performance of this agreement, the prevailing party with or without litigation, shall be entitled to recover its reasonable attorney fees and other costs of proceeding. In determining the reasonable attorney fees and costs, the prevailing party's actual attorneys fees and costs shall be deemed to be prima facie reasonable and the party opposing said amounts may do so only upon a showing by clear and convincing evidence that the attorney fees and other cost were unreasonable. Costs as used herein shall include the time devoted by the prevailing party's personnel, at the then current billing rate incurred by the prevailing party in defending itself against the claim, or prosecuting the claim.
- e) If a dispute arises out of or relates to this agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the commercial mediation rules of the American Arbitration Association (AAA), before having recourse to a judicial forum; provided, however, that if one party fails or refuses to undergo good-faith mediation promptly on request, the other party is entitled to commence an action in court to seek enforcement of the terms or performance of this agreement. If this happens and the party who failed or refused to undergo mediation does not prevail in the court action, then the prevailing party shall, in addition to attorneys fees and costs and the judgment on the claim, be awarded liquidated damages in an amount equal to 10% of the judgment on the claim. Such liquidated damages are not in the nature of a penalty, but are for the purpose of reimbursing the prevailing party the additional business costs of time and disruption of office and personnel resulting from the need to undergo formal litigation without giving mediation a chance. The parties agree that such damages are difficult, if not impossible, to accurately prove and establish and do thereby agree that the 10% referenced above is a fair estimate which the parties intend to be binding upon them. Any mediator selected by the parties or AAA must also be approved by each party's insurance company.
- f) In the event that any changes are made in the plans and specifications by the City or persons other than the Consultant, which affect the Consultants work, any and all liability arising out of such changes is waived as against the Consultant and the City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.
- g) Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out of the terms of this agreement.
- h) One or more waivers of compliance with any term, condition, or covenant by the Consultant shall not be construed by the City as a waiver of a subsequent breach of

the same or any other term, condition, or covenant.

- i) In the event that any provision of this agreement shall be held to be invalid and unenforceable, the other provisions of this agreement shall be valid and binding on the parties thereto.
- j) Services provided within this agreement are for the exclusive use of the City. Consultant shall claim no liability for loss of product, loss of profits, loss of use or any other indirect or consequential damage.
- k) The Consultant shall defend, indemnify, and hold harmless the City and its officers, officials, agents, employees, and volunteers from any and all costs, claims, injuries, damages, losses, suits, or liabilities, including attorneys' fees, arising from the willful misconduct or negligent acts, errors or omissions of the Contractor, its officers, employees or agents in performing this Agreement.

The City shall defend, indemnify, and hold harmless the Consultant and its officers, employees, and agents from any and all costs, claims, injuries, damages, losses, suits, or liabilities, including attorneys' fees, arising from the willful misconduct or negligent acts, errors or omissions of the City, its officers, agents, employees, or volunteers in performing this Agreement.

The Consultant's obligations above do not extend to legal actions resulting from a written decision or recommendation made by the Consultant in performance of their quasi-judicial duties. The City will represent and defend the Consultant against all damage claims arising from, legal challenges to, or appeals of any written decision or recommendation, rendered by the Consultant when acting within the scope of their quasi-judicial duties under this Agreement. Such representation and defense shall be performed at the City's sole cost and expense.

## **8. Insurance**

### **A. General:**

The Consultant shall procure and maintain for the duration of the Agreement, 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 Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

### **B. Coverages:**

1. Workers' Compensation. Workers' Compensation coverage shall be provided as required by the industrial insurance laws of the State of Washington.

### **C. Other Requirements**

1. Consultant's Insurance is Primary. The Consultant's insurance shall be primary to and not contributing with any insurance or self-insurance that may be carried by the City.

- 2. Acceptability of Insurers. The insurance policy(ies) shall be written by a reputable insurance company(ies) 1) acceptable to the City or with a current Best's Insurance Guide rating of A and class VII or better and 2) approved by the State Insurance Commissioner pursuant to RCW 48 to do business in the state of Washington. The City reserves the right to approve the security of the insurance coverage provided by the insurance company(ies), terms, endorsements, and conditions.
  
- 3. Evidences and Cancellation of Insurance. Prior to execution of the contract by the City, the Consultant shall file with the City evidences of insurance from the insurer(s) certifying to the coverage of all insurance and endorsements required herein. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement. The Consultant'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. The Consultant shall, upon demand of the City, deliver to the City a certified copy of any such policy or all such policies of insurance. Should the Consultant neglect to obtain and maintain in force any such insurance, the City may suspend or terminate the Consultant's Work. Suspension or termination of this Contract shall not relieve the Consultant from its insurance obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions, and provisions above stated and on the day and year first above written.

Your signature hereunder acknowledges that you have read these provisions.

City of Enumclaw	Hearing Examiner
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**BRIAN T. McGINN**  
 3521 S. Smith St.  
 Spokane, WA 99223  
 (509) 263-7047

**EDUCATION:**

Gonzaga University  
 B.A. in Political Science, Minor in Speech Communications, 1990  
*Recruited and Received Scholarship to Debate for Gonzaga*  
*Studied for Semester at Institute of Public Administration, Dublin, Ireland*

Gonzaga University School of Law  
 Juris Doctorate, 1994  
*Elective courses emphasized law related to real estate, e.g. Land Use and Zoning, Real Estate Transactions, Water Law, and Environmental Law*

**EMPLOYMENT:**

Winston & Cashatt, PSC  
 Real Estate and Land Use Attorney, November 1994 to January 2013  
*Primary Practice Areas: Land Use, Real Estate Transactions, and Real Estate Litigation. Provided legal counsel with respect to local and municipal law, administrative law and procedures, growth management law and policy, land use and zoning regulations, and state environmental law.*

City of Spokane  
 City of Spokane Hearing Examiner, February 1, 2013 to December 1, 2023  
*Applications for preliminary plats, planned unit developments, conditional use permits, variances, site-specific rezones, etc.*  
*Appeals regarding administrative decisions, code enforcement, civil seizure and forfeiture, dangerous dog determinations, public records requests, etc.*  
*Hearing Examiner Pro Tem for City of Spokane Valley, City of Cheney, City of Chewelah, City of Airway Heights, City of Medical Lake, City of Liberty Lake, Spokane County, Town of Millwood, City of Newport, and Sound Transit.*

Witherspoon Brajcich McPhee, PLLC  
 Real Estate and Land Use Attorney, Commencing January 2024

**ASSOCIATIONS:**

Hearing Examiner Association of Washington  
 Vice President/Secretary, October 2013 to October 2021  
 President, October 2021 to October 2023

**TEACHING & SPEAKING:**

Adjunct Faculty, Legal Research & Writing IV: Transactional Drafting,  
 Gonzaga School of Law, January-April, 2011, January-April 2012

The Effect of Zoning and Land Use on Real Property Development in Washington,  
 Spokane, Washington, July 20, 2005.

*Constitutional Limitations on Action;*  
*Appealing an Administrative Zoning Decision*

**ADMITTED:**

Washington State Bar Association  
 WSBA No. 24110



**City Council  
AGENDA BILL**

**Meeting Date:** 02/09/2026

**Subject:** Confirm Interim City Attorney

**Category:** CONSENT

**BUDGET IMPACT:**

**Expenditure Budget:** 0

**Revenue Budget:** 0

**Proposed Budget Amendment:** 0

**Related Ordinance or Resolution No.**

**Attachments:** Staff Report

**Staff Contact:** Chris Searcy, City Administrator

**Summary/Background:**

The contract with the city attorney was terminated effective January 28, 2026.

EMC 2.17.020 sets forth that the mayor appoints, and city council confirms, the City Attorney.

An interim appointment of Michael J. Reynolds is proposed while staff completes a RFP for the next permanent city attorney.

**Recommendations:**

**Date Sent to Committee:**    **Date Returned:**

**Council Committee:** None, this is a full council matter.

**Staff:** Approve

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

COUNCIL ACTION:

- APPROVED
- DENIED
- TABLED / DEFERRED / NO ACTION
- MOVED TO SECOND READING (Ordinances only)

1ST reading	<u>2/9/26</u>
Enactment reading	<u>                    </u>
ORDINANCE #	<u>N/A</u>
RESOLUTION #	<u>N/A</u>



*Staff Report*

---

*Department of Administration*

**TO:** Mayor / City Council  
**FROM:** Chris Searcy, City Administrator  
**DATE:** February 9, 2026  
**SUBJECT:** Confirm Interim City Attorney

---

**Background:**

Brett Vinson served as contract city attorney from 2022 until he and the city agreed to terminate said contract on January 28, 2026. Prior to this Michael J. Reynolds served as City Attorney for 42 years. EMC 2.17.020 establishes that the mayor appoints, and the city council confirms the city attorney when the position becomes vacant.

**Analysis:**

Since 2022, Mr. Reynolds has served as Assistant City Attorney, covering the duties when the City Attorney is unable. Mayor Wright has appointed Mr. Reynolds to serve as Interim City Attorney until such time as a permanent city attorney is appointed and confirmed by city council.

Administration will be issuing a Request for Proposals for City Attorney services. This process will take some time to complete and thus the need for an interim appointment.

**Recommendation:**

Staff recommends Council confirm Michael J. Reynolds as Interim City Attorney until such time as a permanent city attorney is appointed and confirmed.





**City Council  
AGENDA BILL**

**Meeting Date: 01/26/2026**

**Subject: Ordinance No. 2832 Co-living Housing Interim Zoning and Development Regulations**

**Category: ORDINANCE**

**BUDGET IMPACT:**

**Expenditure Budget: 0**

**Revenue Budget: 0**

**Proposed Budget Amendment: 0**

**Related Ordinance or Resolution No. 2830**

**Attachments: Staff Report, Ordinance No. 2832**

**Staff Contact: Chris Pasinetti, Community Development Director**

**Summary/Background:**

On December 8, 2025, City Council adopted Ordinance No. 2830 waiving first and second reading to adopt an ordinance establishing co-living housing interim development regulations effective immediately. As required by RCW 36.70A.390, the City Council shall conduct a duly noticed public hearing within sixty (60) days of adoption to consider public comment and determine whether the interim regulations should be continued, modified, or replaced with permanent regulations.

The regulations amended the land use matrix in EMC 18.05.020, definitions in EMC 15.04, and adopted a new section EMC 19.32.180. The new section establishes standards for unit size, parking, density, fees, and other development regulations.

**Options:**

1. Continue the interim development regulations; or
2. Modify the interim development regulations.

**Recommendation:** Continuing the interim development regulations which shall remain in effect for twelve (12) months of the effective date of Ordinance No. 2830 (effective December 8, 2025) or until staff brings another ordinance to replace the interim development regulations with permanent regulations by giving second reading of Ordinance No. 2832.

**Recommendations:**

**Date Sent to Committee: 01/26/2026 Date Returned: 02/09/2026**

**Council Committee: To be provided at the January 26 meeting.**

**Staff: Adopt Ordinance No. 2832 establishing interim development regulations.**

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

COUNCIL ACTION:

APPROVED

DENIED

TABLED / DEFFERED / NO ACTION

MOVED TO SECOND READING (Ordinances Only)

1ST reading 1/26/26

Enactment reading \_\_\_\_\_

ORDINANCE # 2832

RESOLUTION # \_\_\_\_\_





## *Staff Report*

---

### *Department of Community Development*

**TO:** Mayor / City Council  
**FROM:** Chris Pasinetti, Community Development Director  
**DATE:** February 9, 2026  
**SUBJECT:** Co-living Housing Interim Development Regulations Public Hearing – Ordinance No. 2832

---

#### **Background:**

On December 8, 2025, City Council adopted Ordinance No. 2830 waiving first and second reading to adopt an ordinance establishing co-living housing interim development regulations immediately. As required by RCW 36.70A.390, the City Council shall conduct a duly noticed public hearing within sixty (60) days of adoption to consider public comment and determine whether the interim regulations should be continued, modified, or replaced with permanent regulations.

The co-living housing interim development regulations allow co-living housing in accordance with RCW 36.70A.535 (HB 1998) which requires cities planning under the Growth Management Act to adopt development regulations allowing co-living as a permitted use on any lot located within an urban growth area that allows at least six multifamily residential units, including on a lots zoned for mixed-use development. HB 1998 requires jurisdictions to adopt co-living regulations no later than December 31, 2025.

The regulations amended the land use matrix in EMC 18.05.020, definitions in EMC 15.04, and adopted a new section EMC 19.32.180. The new section establishes standards for unit size, parking, density, fees, and other development regulations.

The City Council held a public hearing for the interim regulations on January 26, 2026. After all of the comments were received the public hearing was closed.

#### **Comments:**

Two comments were received during the public hearing. The first comment was regarding the definition of a kitchenette to be included within the regulations. The second comment was specific to requiring the use be a conditional use within the General Office Zoning District.

#### **Analysis:**

The City of Enumclaw encourages an adopted 2024 Comprehensive Plan Housing Element Goal H-3 to “Allow various densities and diverse housing types so the City can accommodate its projected housing targets and provide for households in all economic segment and for its senior [residents].”

As stated in the findings in RCW 36.70A.535, co-living housing is a type of housing that can provide options for people who wish to lower their housing expenses by paying less for a smaller home, those who prefer a living arrangement with shared community spaces that facilitate social connections, those who wish to trade off location for space and, by living in a small home, also get to live in a high opportunity neighborhood they could not otherwise afford, or those who want a low-cost, more private alternative to having a roommate in a traditional rental. Additionally, co-living housing provides a good option for seniors, especially those who want to downsize, or those who desire a living arrangement that is more social than a standard apartment.

As proposed in the definitions, “Co-living housing” means a residential development with sleeping units that are independently rented and lockable and provide living and sleeping space, and residents share kitchen facilities with other sleeping units in the building. Local governments may use other names to refer to co-living housing including congregate living facilities, single room occupancy, rooming house, boarding house, lodging house and residential suites.

Public comment had mentioned including a definition and requirement that all sleeping units include a kitchenette and further defined it. This addition would add to the existing regulations and could be included now or could be included as part of the Planning Commission review of the final regulations to be adopted by the council at a later date. Additional public comment requested to change the co-living use from permitted within the General Office to conditional. The state law does require co-living as a permitted use on any lot located within an urban growth area that allows at least six multifamily residential units, including on a lots zoned for mixed-use development, the General Office zone is nearly entirely within the Mixed-Use Overlay. There are 3 properties within the city that are in the GO zone and not within the Mixed-Use Overlay, as well as multifamily uses with a nightwatchman’s quarters as an accessory to the permitted use; therefore co-living by law must be included in the zone as well as the areas where mixed-use is permitted.

**Recommendation:**

Staff recommends the city council:

1. Give second reading of Ordinance No. 2832; or
2. Amend Ordinance No. 2832 and give second reading.

## ORDINANCE NO. 2832

**AN ORDINANCE of the City of Enumclaw, King County, Washington, adopting interim zoning and development regulations to implement the State’s co-living housing requirements under Engrossed Substitute House Bill 1998 (2024), amending the City’s land use matrix and related provisions to allow co-living housing on lots where multifamily development of six units or more is permitted; declaring an emergency; establishing an immediate effective date of December 8, 2025; providing for a public hearing consistent with RCW 36.70A.390; and providing for severability.**

**WHEREAS**, the City of Enumclaw (“City”) is authorized to adopt interim zoning controls and interim development regulations under RCW 36.70A.390, RCW 36.70.790, and RCW 35A.63.220, which permit immediate adoption of temporary land-use regulations when necessary to protect the public health, safety, and welfare, provided a public hearing is held within sixty (60) days; and

**WHEREAS**, in 2024, the Washington State Legislature adopted Engrossed Substitute House Bill 1998 (“ESHB 1998”), codified in part at RCW 36.70A.540, requiring cities planning under the Growth Management Act (“GMA”) to allow co-living housing on any lot where at least six multifamily dwelling units are permitted; and

**WHEREAS**, ESHB 1998 defines “co-living housing” as a residential development containing independently rented, lockable sleeping units that provide living and sleeping space, where residents share kitchen facilities with other units in the building; and

**WHEREAS**, the Legislature found that Washington is experiencing a severe housing affordability crisis, including a shortage of affordable workforce housing, and that co-living housing historically provided a significant portion of the low-cost private-market rental inventory; and

**WHEREAS**, the Legislature further found that co-living housing provides a wide range of benefits, including:

- Lower housing costs for residents seeking smaller units;
- Living arrangements that support community connections;
- Increased opportunities for residents to live in high-opportunity neighborhoods they could not otherwise afford;
- An alternative to traditional roommate rental arrangements;
- Reduced demand for family-sized homes that are currently rented by singles or small households; and

**WHEREAS**, the Legislature also recognized that co-living housing benefits seniors—particularly those wishing to downsize or who no longer drive—by providing smaller, more affordable units in walkable neighborhoods close to services; and

**WHEREAS**, co-living housing is well suited to residents of diverse incomes, including low-income and very-low-income households, and Washington’s building codes already include minimum unit sizes and standards ensuring that co-living meets modern health and safety requirements; and

**WHEREAS**, the Legislature found that locating co-living developments near transit, employment, and services can reduce greenhouse-gas emissions, shorten commute distances, limit sprawl, and reduce development pressure on natural and working lands; and

**WHEREAS**, ESHB 1998 requires jurisdictions to adopt implementing co-living regulations no later than **December 31, 2025**, and the City will be unable to complete permanent code updates and Planning Commission review before that deadline; and

**WHEREAS**, the City’s zoning code does not currently include a specific co-living housing category, creating uncertainty for staff, applicants, and the public as to how such uses should be reviewed and processed under existing land-use regulations; and

**WHEREAS**, adoption of interim development regulations will ensure the City complies with state law, provide clarity for permit applicants, preserve the status quo, and prevent development decisions that could conflict with the City’s long-term planning objectives; and

**WHEREAS**, interim development regulations will provide the City with adequate time to complete a full legislative review, including environmental analysis, public participation, Planning Commission recommendations, and preparation of permanent zoning amendments; and

**WHEREAS**, Washington courts have long upheld the authority of cities to adopt interim zoning controls when necessary to address emerging land-use issues, including *Matson v. Clark County Bd. of Comm’rs*, 79 Wn. App. 641 (1995), *Norco Constr. v. King County*, 97 Wn.2d 680 (1982), and *Byers v. Clallam County*, 84 Wn.2d 796 (1975); and

**WHEREAS**, additional case law confirms that interim zoning is valid when supported by adequate legislative findings and when consistent with comprehensive planning principles, including *Faben Point v. City of Mercer Island*, 102 Wn. App. 775 (2000), and *Caswell v. Pierce County*, 99 Wn. App. 194 (2000); and

**WHEREAS**, the GMA requires that interim zoning adopted under RCW 36.70A.390 not substantially interfere with the goals of the GMA, and the City Council finds that adopting co-living interim regulations will advance those goals by supporting housing availability, efficient urban growth, and reduced displacement; and

**WHEREAS**, WAC 197-11-880 exempts emergency interim zoning ordinances from SEPA threshold determinations, recognizing that permanent regulations will undergo full SEPA review once drafted; and

**WHEREAS**, the City Council finds that without immediate adoption of interim regulations governing co-living housing, the City could receive land use or building applications proposing co-living developments under a zoning framework that does not address this newly created housing type, resulting in inconsistent interpretation of state law, confusion for the public, and potential vesting under outdated standards; and

**WHEREAS**, allowing such applications to vest under existing code before permanent regulations are adopted would undermine the City's ability to fully implement the requirements of ESHB 1998, could result in development patterns inconsistent with the Comprehensive Plan, and would prevent the City from applying standards that ensure compatible density, infrastructure capacity, neighborhood impacts, and life-safety protections; and

**WHEREAS**, the circumstances requiring this action were not created by the City but result from the Legislature's imposition of a mandatory December 31, 2025 deadline for co-living zoning compliance, which cannot be met through the City's normal legislative process involving Planning Commission review, public participation, SEPA analysis, and Comprehensive Plan consistency review; and

**WHEREAS**, the City Council finds that an emergency exists because, without immediate adoption of interim regulations effective December 8, 2025, the City risks falling out of compliance with mandatory state housing law, resulting in legal uncertainty and potential impairment of the public welfare; and

**WHEREAS**, adoption of these interim regulations is therefore necessary to protect the public health, safety, and welfare by ensuring orderly permit review, preventing inconsistent zoning interpretations, and providing adequate time to develop permanent regulations; and

**WHEREAS**, the City Council will conduct a duly noticed public hearing within sixty (60) days of adoption, as required by RCW 36.70A.390, to consider public comment and determine whether the interim regulations should be continued, modified, or replaced with permanent regulations;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ENUMCLAW, KING COUNTY, WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**SECTION 1: FINDINGS.** The City Council adopts the above "WHEREAS" recitals as findings of fact in support of its action as required by RCW 36.70A.390 and RCW 35.63.200.

**SECTION 2: INTERIM ZONING REGULATIONS IMPOSED.** Temporary Interim Zoning Regulations are hereby imposed related to Co-living as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

**SECTION 3: DURATION.** These regulations shall be in effect for twelve (12) months from the effective date of Ordinance 2830 (effective December 8, 2025), unless extended, modified, or terminated by the City Council.

**SECTION 4: STUDY AND REGULATORY DEVELOPMENT.** During the interim period, City staff shall prepare a work plan that includes:

1. Evaluation of co-living housing impacts on traffic, parking, utilities, emergency services, and neighborhood compatibility;
2. Review of building, fire, and life-safety code requirements for co-living structures;
3. Drafting of permanent amendments to the Enumclaw Municipal Code addressing co-living housing;
4. SEPA review of permanent regulations; and
5. Public engagement and Planning Commission review consistent with the City's legislative procedures.

The work plan shall be provided to the City Council for acknowledgment within sixty (60) days of adoption.

**SECTION 5: DECLARATION OF EMERGENCY.** The City Council finds and declares that an emergency exists due to the statutory requirement to adopt permanent co-living regulations by December 31, 2025, and the inability to complete required legislative procedures before that date. This ordinance is necessary for the immediate preservation of the public health, safety, and welfare and shall take effect immediately as an emergency interim zoning measure pursuant to RCW 35A.12.130 and RCW 36.70A.390. The City Council further finds that this emergency is not the result of City delay but arises from the Legislature’s imposed deadline and the need to prevent vesting under outdated regulations.

**SECTION 6: SEVERABILITY.** If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this ordinance.

**SECTION 7: EFFECTIVE DATE.** This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum and shall take effect immediately upon its adoption.

PASSED IN REGULAR AND OPEN SESSION this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor Anthony Wright

INTRODUCED \_\_\_\_\_  
PASSED \_\_\_\_\_  
APPROVED \_\_\_\_\_  
PUBLISHED \_\_\_\_\_

Attested:

Approved as to Form:

\_\_\_\_\_  
Jessica Rose  
City Clerk

\_\_\_\_\_  
Michael J. Reynolds  
City Attorney



KEY	RESIDENTIAL ZONES					COMMERCIAL/INDUSTRIAL ZONES								
	Low Density SF	Mod Density SF	Mixed Residential	Multifamily Res	Residential Mobile Home Park	General Office	General Office-Hospital	Neighborhood Business	Highway Community Business	Central Business 1	Central Business 2	Light Industrial	Public Use	Hospital
SPECIFIC LAND USE	R-1	R-2	R-3	R-4	RMHP	GO	GO-H	NB	HCB	CB-1	CB-2	LI	P	H
<i>Dwelling unit, accessory</i> subject to Chapter <a href="#">19.34</a> EMC	P	P	P	P								p <sup>2</sup>		
<i>Dwelling unit, duplex</i> (two units per structure), subject to Chapter <a href="#">19.40</a> EMC	P <sup>3</sup> /C	P <sup>3</sup> /C	P <sup>3</sup>	P						C	C			
<i>Dwelling unit, single-family detached</i> (one unit per structure)	P	P	P	P		C	C			C	C			
<i>Dwelling unit cottage, single-family detached</i> (one unit per structure), subject to Chapter <a href="#">19.46</a> EMC		P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>										
<i>Dwelling unit, live-work</i>				P <sup>4</sup>				P <sup>5</sup> /C	P <sup>6</sup> /C	P <sup>6</sup> /C	P <sup>6</sup> /C			
<i>Multifamily development</i> (3+ units per structure), subject to Chapter <a href="#">19.40</a> EMC				P		p <sup>2</sup>			P <sup>5</sup> /C	P <sup>5,6</sup> /C	P <sup>5,6</sup> /C			
Group quarters, dormitories, fraternal houses, <i>boardinghouse</i> , not including <i>secure community transition facilities</i> or <i>halfway house</i>				C			P		P <sup>5</sup> /C					
<b>GENERAL CROSS REFERENCES:</b>	Land use table instructions, see EMC <a href="#">18.05.010</a> ; Development standards, see EMC Titles <a href="#">18</a> and <a href="#">19</a> ; Application and review procedures, see Chapters <a href="#">15.16</a> through <a href="#">15.36</a> EMC; General provisions, see Chapter <a href="#">15.06</a> EMC; Italicized uses are defined in Chapter <a href="#">15.04</a> EMC.													

## B. Residential Land Use Footnotes.

1. Subject to Chapter [19.46](#) EMC.
2. A nightwatchman's quarters are allowed as an accessory use to a use permitted in the zone.
3. New construction of a one-story duplex with a maximum building size of 2,500 gross square feet including garage, or conversion of an existing single-family dwelling to a duplex are permitted, otherwise conditional use.
4. Allowed as part of a live-work project. The work space must clearly constitute an accessory use of the building and property, and the use shall not result in a conversion of the property or building from primarily multifamily to primarily nonresidential use.
5. Dwellings or living quarters must be located above primary use. Parking is provided in private parking areas or garages on the basis of one parking space for each dwelling unit within 400 feet.
6. Multifamily residential and live-work uses shall be permitted only in the mixed use overlay when included within a mixed use development.
7. The number of transitional housing units allowed on any given property shall be no more than the number of standard dwelling units that would be allowed under the zoning of the property; provided, that in no case shall the number of transitional housing units allowed on any given property exceed 10. No transitional housing unit may be located within a quarter mile of another transitional housing property, as measured by the nearest point on one such property to the nearest point on the other, that contains permanent supportive housing or transitional housing. Each unit of transitional housing shall be limited to occupancy by one family as that term is defined in the EMC. Transitional housing shall not be located within a quarter mile of emergency housing and emergency shelters as measured by the nearest point on one such property to the nearest point on another.
8. The number of permanent supportive housing units allowed on any given property shall be no more than the number of standard dwelling units that would be allowed under the zoning of the property; provided, that in no case shall the number of permanent supportive housing units allowed on any given property exceed 10. No permanent supportive housing unit may be located within a quarter mile of another property that contains permanent supportive housing or transitional housing, as

measured by the nearest point on one such property to the nearest point on another. Each unit of permanent supportive housing shall be limited to occupancy by one family as that term is defined in the EMC. Permanent supportive housing shall not be located within a quarter mile of emergency housing and emergency shelters as measured by the nearest point on one such property to the nearest point on another.

9. The occupancy of an indoor emergency shelter shall be limited to no more than 10 families or 40 people, whichever is fewer. "Continuously operating" is intended to exclude indoor emergency shelter facilities that are needed to respond temporarily to a natural disaster or other similarly acute emergency (e.g., unusually hot or cold temperatures of short duration) that has caused unexpected homelessness within the city. No continuously operating indoor emergency shelter may be located within a quarter mile of a continuously operating indoor emergency housing facility as measured by the nearest point on one such property to the nearest point on the other. Indoor emergency shelters shall not be located within a quarter mile of permanent supportive housing or transitional housing units as measured by the nearest point on one such property to the nearest point on another.

10. The occupancy of an indoor emergency housing facility shall be limited to no more than 10 families or 40 people, whichever is fewer. "Continuously operating" is intended to exclude indoor emergency housing facilities that are needed to respond temporarily to a natural disaster or other similarly acute emergency (e.g., unusually hot or cold temperatures of short duration) that has caused unexpected homelessness within the city. No continuously operating indoor emergency housing facility may be located within a quarter mile of a continuously operating indoor emergency shelter as measured by the nearest point on one such property to the nearest point on the other. Indoor emergency housing facilities shall not be located within a quarter mile of permanent supportive housing or transitional housing units, as measured by the nearest point on one such property to the nearest point on another.

### **19.32.180 Co-living housing.**

Co-living housing shall comply with the following:

- A. Review process. A co-living housing shall be reviewed the same as the required review process for the permitted multifamily use for the underlying zone.
- B. Development standards. As required by RCW 36.70A.535(4), development standards for co-living housing shall not be any more restrictive than the development standards applied to other multifamily uses in the same underlying zone.
  - 1. A sleeping unit in a co-living housing shall not exceed a maximum size of 600 square feet.

2. Shared kitchens shall be provided in the development to be classified as co-living housing. At least one shared kitchen shall be provided for every thirty sleeping units.
  3. Open space shall be provided at a minimum of 10 square feet for each 100 square feet of sleeping unit. Open space may be provided through shared indoor common areas, outdoor open space, or private open spaces, or a combination thereof.
    - a. Required open space may include common areas which are shared indoor spaces and amenity areas separate from required shared kitchen. Other shared indoor spaces may include but not limited to multi-purpose entertainment space, fitness center, movie theater, library, and similar amenities that promote share use and a sense of community.
    - b. Required open space may be provided in outdoor open space or as private open spaces such as patios, rooftop gardens, and balconies.
    - c. See EMC 19.40.050(D) for Open Space Types and Standards.
  4. A minimum of one off-street parking space per four sleeping units shall be required. No off-street parking is required within one-half mile walking distance of a major transit stop.
  5. In zones with established maximum and/or minimum density requirements, each co-living housing sleeping unit shall be counted as one-quarter of a dwelling unit for the purpose of calculating density.
  6. Each sleeping unit in a co-living housing shall be calculated at one-half of a dwelling unit for the purposes of calculating fees for sewer connections.
- C. All other development standards, including, but not limited to, setbacks, lot coverage, maximum height, landscape buffer, mixed-use requirements, and design standards, shall be those established for multifamily uses in the underlying zone.
  - a. In addition to exceptions listed under EMC 19.40.030, co-living housing conversion of an existing building shall be exempt from design standards.
- D. Co-living housing developments are exempt from any affordable housing requirements, however, voluntary affordable housing provisions outlined in EMC Chapter 19.38 Article IV Affordable Housing Incentive remain available to co-living housing developments, at sole discretion of the property owner. In addition, affordable housing incentives outlined under RCW 36.70A.540 are available to co-living housing developments that include on-site affordable housing.

#### **15.04.020 Definitions.**

~~“Boardinghouse” means a dwelling in which not more than four roomers, lodgers and/or boarders are housed and fed.~~

“Co-living housing” means a residential development with sleeping units that are independently rented and lockable and provide living and sleeping space, and residents share kitchen facilities with other sleeping units in the building. Local governments may use other names to refer to co-living housing including congregate living facilities, single room occupancy, rooming house, boarding house, lodging house and residential suites.

“Major transit stop” means: (1) a stop on a high capacity transportation system funded or expanded under the provisions of Chapter 81.104 RCW; (2) commuter rail stops; (3) stops on rail or fixed guideway systems, including transitways; (4) stops on bus rapid transit routes or routes that run on high occupancy vehicle lanes; or (5) stops for a bus or other transit mode providing actual fixed route service at intervals of at least 15 minutes for at least five hours during the peak hours of operation on weekdays.

“Rooming house” means a boardinghouse.





**City Council  
AGENDA BILL**

**Meeting Date:** 02/09/2026

**Subject:** Ordinance No. 2834 - NFC Northwest, LLC Franchise

**Category:** ORDINANCE

**BUDGET IMPACT:**

**Expenditure Budget:** \$

**Revenue Budget:** \$

**Proposed Budget Amendment:** \$

**Related Ordinance or Resolution No.** 2776

**Attachments:** Staff Report, Ordinance, Agreement

**Staff Contact:** Michael Reynolds, Assistant City Attorney

***Summary/Background:***

Ziply Fiber Pacific has entered into a franchise agreement with the City on March 25, 2024. Since then, the company has merged with NFC Northwest, LLC, who would like to also have their own franchise agreement with the City.

***Recommendations:***

**Date Sent to Committee:** 02/09/2026 **Date Returned:** 02/09/2026

**Council Committee:** To be provided at the February 9th meeting.

**Staff:** Approve

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

COUNCIL ACTION:

- APPROVED
- DENIED
- TABLED / DEFERRED / NO ACTION
- MOVED TO SECOND READING (Ordinances only)

1ST reading	<u>2/9/26</u>
Enactment reading	<u>                    </u>
ORDINANCE #	<u>2834</u>
RESOLUTION #	<u>                    </u>



*Staff Report*

---

*Department of Administration*

**TO:** Mayor / City Council  
**FROM:** Michael J. Reynolds, Assistant City Attorney  
**DATE:** February 9, 2026  
**SUBJECT:** Ordinance No. 2834, NFC Northwest, LLC Franchise Agreement

---

**Background:**

Ziply Fiber Pacific has entered into a franchise agreement with the City on March 25, 2024 through Ordinance No. 2776. Since then they have merged with NFC Northwest, LLC. Ziply will still own part of the network, operate the entire network, and serve as the primary point of contact for residents and businesses. NFC Northwest, LLC will own the portion of the network that connects Ziply Fiber's intermarket backbone to individual homes and businesses.

**Analysis:**

NFC Northwest, LLC has asked to enter into a franchise agreement with the City that is identical to the one that Ziply Fiber Pacific has.

**Recommendation:**

Staff recommends approving Ordinance No. 2834.

**ORDINANCE NO. 2834**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ENUMCLAW WASHINGTON, GRANTING TO NFC NORTHWEST, LLC, A STATE OF WASHINGTON CORPORATION, A FRANCHISE FOR TELECOMMUNICATIONS**

**WHEREAS**, NFC NORTHWEST, LLC, a Delaware limited liability company (“Grantee”) has applied to the City of Enumclaw (“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, repair, relocate and remove its facilities in, on, over, under, along and/or across those right(s)-of-way; 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**, 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 inhabitants that the franchise be granted to Grantee,

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

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

- A. Subject to the terms and conditions stated herein, the City grants to the Grantee general permission to enter, use, and occupy the right(s)-of-way and/or other public property, including the natural gas area, specified in Exhibit “A,” attached hereto and incorporated by reference (the “Franchise Area”).
- B. Subject to the City's written approval consistent with its permitting process and procedures, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Franchise Area such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of a fiber optic telecommunication system within the Franchise Area.
- C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Grantee Facilities and Grantee Services, on public or private property elsewhere within the City.
- D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise Area, unless the City determines that entering into such agreements interferes with Grantee’s right set forth herein.

- E. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to the Franchise Area or any other City roads, rights-of-way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee acknowledges its use of the Franchise Area shall have no value.
- F. The City reserves the right to change, regrade, relocate, abandon, or vacate any right-of-way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing 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.
- G. The Grantee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

## **Section 2. Notice**

- A. Written notices to the parties shall be sent by certified mail to the following addresses, unless a different address shall be designated in writing and delivered to the other party.

City of Enumclaw  
 Attn: City Clerk  
 1339 Griffin Avenue  
 Enumclaw, WA 98022

with a copy to: Reynolds Burton and Vinson  
 Attn: Mike Reynolds  
 1219 Cole St  
 Enumclaw, WA 98022

Grantee: NFC NORTHWEST, LLC  
 135 Lake Street South, Suite 155  
 Kirkland, Washington 98033  
 legal@ziply.com

- B. Any changes to the above-stated Grantee information shall be sent to the City's Director of Community & Economic Development Department, with copies to the City Clerk, referencing the title of this agreement.
- C. The above-stated Grantee voice and fax telephone numbers shall be staffed at least during normal business hours, Pacific time zone.
- D. On an at least an annual basis, Grantee shall provide a point of contact for the City to contact for issues related to permits or this franchise which shall include a full name, email address, and direct line telephone number.

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

- A. This Franchise shall run for a period of ten (10) 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) years upon the agreement of Grantee and the City; and provided further, however, Grantee shall have no rights under the Franchise nor shall Grantee be bound by the terms and conditions of the Franchise unless Grantee shall, within thirty (30) days after the effective date of this Ordinance, file with the City its written acceptance of the Franchise, in a form acceptable to the City Attorney.
- 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 renewal thereof, the Franchise automatically continues month to month until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew the Franchise.

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

For the purpose of this agreement:

“City Code” means the Enumclaw Municipal 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 and 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, easements, rights-of-ways and similar public properties and areas but does not include:

- (a) State highways where the City does not have authority to grant permits related to Telecommunication Systems;
- (b) Land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public, unless specifically used as a utility corridor;
- (c) Structures, including poles and conduits, located within the right-of-way;
- (d) Federally granted trust lands or forest board trust lands;
- (e) Lands owned or managed by the state parks and recreation commission; or
- (f) Federally granted railroad rights-of-way acquired under 43 U.S.C. Sec. 912 and related provisions of federal law that are not open for motor vehicle use.

## **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 "B," 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 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. Grantee's Facilities shall be located, relocated and maintained within the Rights-of-Way in accordance with the Enumclaw Municipal Code 12.18.060 ("EMC") and so as not to unreasonably interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the laws of the State of Washington. Whenever it is necessary for Grantee, in the exercise of its rights under the Franchise, to make any excavation in the Rights-of-Way, Grantee shall obtain prior approval from the City of Enumclaw Public Works Department, pay the applicable permit fees, and obtain any necessary permits for the excavation work pursuant to EMC Chapter 12.18.060. Upon completion of such excavation, Grantee shall restore the surface of the Rights-of-Way to the specifications established within the EMC and City of Enumclaw Public Works Policies and Standards. If Grantee should fail to leave any portion of the excavation in a condition that meets the City's specifications per the EMC and Public Works Policies and Standards, the City may, on five (5) days' notice to Grantee, which notice shall not be required in case of an Emergency Situation, cause all work necessary to restore the excavation to a safe condition. Grantee shall pay to the City the reasonable cost of such work; which shall include, among other things, the City's overhead in obtaining completion of said work, and any engineering, planning, consulting, and/or legal fees incurred (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).
- B. Any surface or subsurface failure occurring during the term of this Agreement caused by any excavation by Grantee shall be repaired to the City's specifications, within thirty (30) days, or, upon five (5) days written notice to Grantee, the City may order all work necessary to restore the damaged area to a safe and acceptable condition and Grantee shall pay the reasonable costs of such work to the City, including City overhead (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).
- C. Grantee agrees that if any of its actions under the Franchise materially impair or damage any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, the impaired or damaged property to the same condition as existed prior to such action. Such repair work shall be performed and completed to the reasonable satisfaction of the Public Works Director

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

- D. 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 at the expense of the Grantee.
- E. Before commencing any work 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.
- F. 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 a land clearing permit.

#### **Section 7. 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 Public Works Director in writing as promptly as possible, before such repair or emergency work commences, or as soon thereafter as possible, if advance notice is not practical. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances.

#### **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 to the satisfaction of the City Engineer.

#### **Section 9. Location Preference**

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 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. Grantee must follow City's established non-discriminatory requirements for placement of Telecommunication System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Telecommunication System facilities in a manner that minimizes interference with the use of the Rights-of-Way by the City or others, including others that may be installing communications facilities. Within limits reasonably related to the City's role in protecting public health, safety, and welfare, the City may require that Telecommunication System facilities be installed at a particular time, at a specific place, or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with City's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the City, or that is installed without prior City approval of the time, place, or manner of installation, and charge Grantee for all the costs associated with removal and repair.

### **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 City. Said information may be requested either in hard copy or electronic format, as maintained in Grantee's data base system, as now or hereinafter existing. 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.

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 Public Records Act, provided the City has notified Grantee of the pending request.

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

- A. In areas of the City in which there are no aerial facilities, Grantee shall place any new Facilities underground where existing telecommunications and cable facilities are located underground. Any new Facilities to be located above-ground shall be placed on existing utility poles. No new utility poles shall be installed in connection with placement of new above-ground Facilities.
- B. Grantee recognizes the need for the City to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by the City and other public utility providers. Thus, the City reserves the right to maintain clear zones within the public right-of-way for installation and maintenance of said utilities. The

clear zones for each Right-of-Way segment shall be noted and conditioned with the issuance of each Right-of-Way permit. If adequate clear zones are unable to be achieved on a particular Right-of-Way, Grantee shall locate in an alternate Right-of-Way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

- C. Except as otherwise required by law, Grantee agrees to relocate, remove or reroute its Facilities as ordered by the City, at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Pursuant to the provisions set forth herein, Grantee agrees to protect and save harmless the City from any third-party claims for service interruption or other losses in connection with any such change or relocation other than City's negligence or willful misconduct.
- D. If the City determines that a project necessitates the relocation of the Grantee's existing Facilities, then:
1. Within a reasonable time, which shall be no less than one hundred eighty (180) days prior to the commencement of the project, the City shall provide the Grantee with written notice requiring relocation; provided that in the event of an Emergency Situation beyond the control of the City and which will result in severe financial consequences to the City or its citizens or businesses, the City shall give the Grantee written notice as soon as practicable;
  2. The City shall provide the Grantee with copies of information for such improvement project and a proposed location for the Grantee's Facilities so that Grantee may relocate its Facilities in other Rights-of-Way in order to accommodate the project; and
  3. The Grantee shall complete relocation of its Facilities at no charge or expense to the City so as to accommodate the project at least ten (10) days prior to commencement of the project. In the event of an Emergency Situation as described in this Section, the Grantee shall relocate its Facilities within the reasonable time period specified by the City.
- E. The Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the Grantee in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the Facilities. If so requested by the City, the Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Grantee full and fair consideration, within a reasonable time, so as to allow for the relocation work to be performed in a timely manner. In the event the City ultimately determines that there is no other reasonable alternative, the Grantee shall relocate its Facilities as otherwise provided in this Section. The provisions of this Section shall in no manner preclude or restrict the Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any Person or entity other than the City, where the Facilities to be constructed by said Person or entity are not or will not become City owned, operated or maintained Facilities; provided that such arrangements shall not unduly delay a City construction project.

- F. The Grantee shall indemnify, hold harmless and pay the costs of defending the City against any and all third party claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of the Grantee to relocate its Facilities in a timely manner; provided, that the Grantee shall not be responsible for damages due to delays caused by the City, and contractor employed by the City, or circumstances beyond the reasonable control of the Grantee.
- G. In the event that the City orders the Grantee to relocate its Facilities for a project which is primarily for private benefit, the private party or parties causing the need for such project shall reimburse the Grantee for the cost of relocation in the same proportion as their contribution to the total cost of the project.
- H. In the event of an unforeseen Emergency Situation that creates a threat to public safety, health or welfare, the City may require the Grantee to relocate its Facilities at its own expense, any other portion of this Section notwithstanding.

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

- A. Upon the expiration, termination, or revocation of the rights granted under the Franchise, the Grantee shall remove all of its Facilities from the Rights-of-Way of the City within one hundred eighty (180) days of receiving notice from the City's Public Works Director; provided however, that the City may permit the Grantee's improvements to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Grantee's agreement to transfer ownership of the Facilities to the City, the Grantee shall submit to the City a proposal and instruments for transferring ownership to the City. Any such Facilities which are not permitted to be abandoned in place which are not removed within one hundred eighty (180) days of receipt of said notice shall automatically become the property of the City; provided however, that nothing contained within this Section shall prevent the City from compelling the Grantee to remove any such Facilities through judicial action when the City has not permitted the Grantee to abandon said Facilities in place.

### **Section 13. Undergrounding**

- A. The parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.
- B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Grantee shall underground the Grantee Facilities in the manner approved by the City. Where the City requests relocation of underground facilities for aesthetic purposes, the cost of relocation shall be paid by the City. In other cases, 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, 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.

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

- A. Grantee shall indemnify, defend and hold the City, its agents, officers, employees, volunteers and assigns harmless from and against any and all third party claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and reasonable attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, or in connection with, the willful, tortuous or negligent acts, failures and/or omissions of Grantee or its agents, servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of its Facilities or in exercising the rights granted Grantee in the Franchise; provided, however, such indemnification shall not extend to injury or damage caused by the negligence or willful misconduct of the City, its agents, officers, employees, volunteers or assigns.
- B. In the event any such claim or demand be presented to or filed with the City, the City shall promptly notify Grantee thereof (and in any event prior to the date that Grantee's rights to defend such claim or demand would be prejudiced), and Grantee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand, provided further, that in the event any suit or action be begun against the City based upon any such claim or demand, the it shall likewise promptly notify Grantee thereof, and Grantee shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.
- 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, 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.

#### **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 \$1,000,000.00 per accident.
  2. Commercial General Liability insurance with limits no less than \$5,000,000.00 each occurrence, \$5,000,000.00 general aggregate and a \$5,000,000.00 products-completed operations aggregate limit. Coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. 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.
  3. Professional Liability insurance with limits no less than \$5,000,000.00 per claim for all professional employed or retained 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 and Commercial General Liability insurance:
1. The Grantee's insurance coverage shall be primary insurance as respects the City. 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 not be cancelled by either party except after thirty (30) days' prior written notice 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 certificates and required endorsements, evidencing the insurance requirements of this Section 15 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. 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 performance bond in the amount of Ten Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise, 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 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 guaranteed 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 assigned or otherwise alienated without the express prior consent of the City by ordinance. In the event such a transfer, assignment, or disposal of franchisee's ownership is approved by the Washington Utilities and Transportation Commission ("WUTC"), the City will be deemed to have consented to such transfer. Grantee will provide City with a copy of any such approval.
- C. In the case of an assignment or transfer not subject to WUTC approval, Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) complete information setting forth the nature, term and conditions of the proposed assignment or transfer; and (b) all information required by the City of an applicant for a franchise with respect to the proposed assignee or transferee.
- D. IN the case of an assignment or transfer not subject to WUTC approval, 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.

**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 City 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 or the appropriate U.S. District Court. 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 violate or fail to comply with any of the provisions of this Franchise, 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 breach cannot be cured within thirty days, the Grantee will be provided a longer period provided that Grantee commences work on the cure within the original thirty-day cure period, and makes reasonable efforts to complete the work.. If Grantee does not comply with the specified conditions within the thirty day cure period, the City may claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the performance bond in Section 16 for every day after the expiration of the cure period that the breach is not cured, up to a maximum claim of \$10,000. Should the specified conditions not be cured with thirty (30) days, unless extended in the sole discretion of the City, Grantee agrees that any and all permits may be suspended or not issued until the specified conditions are completed to the satisfaction of the City.
- B. Should the City determine that Grantee is acting beyond the scope of this Franchise, the City reserves the right 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, 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 and the proposed amendment is required by law, the City may enact the proposed amendment, by incorporating the Grantee's concerns to the

maximum extent the City deems possible.

**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. Miscellaneous**

- A. If any term, provision, condition or portion of this Ordinance shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance which shall continue in full force and effect. The headings of sections and paragraphs of this Ordinance are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.
- B. Grantee shall pay for the City's reasonable administrative costs in drafting and processing this Ordinance and all work related thereto, which payment shall not exceed \$2,000. Grantee shall further be subject to all published permit fees associated with activities and the provisions of any such permit, approval, license, agreement of other document, the provisions of the Franchise shall control.
- C. Failure of the City to declare any breach or default under this Franchise or any delay in taking action shall not waive such breach or default, but the City shall have the right to declare any such breach or default at any time. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. Notwithstanding anything to the contrary herein, any determination by the City with respect to matters contained in this Ordinance and matters related to the Franchise shall be made in accordance with applicable federal law, including without limitation any applicable rules and regulations promulgated by the Federal Communications Commission, applicable state law and in a reasonable and non-discriminatory manner.
- D. Notwithstanding anything to the contrary herein, any determination by the City with respect to matters contained in this Ordinance and matters related to the Franchise shall be made in accordance with applicable federal law, including without limitation any applicable rules and regulations promulgated by the Federal Communications Commission, applicable state law and in a reasonable and non-discriminatory manner.

**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 City Administrator or designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

**Section 26. 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.

PASSED IN REGULAR AND OPEN SESSION this \_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Mayor Anthony Wright

INTRODUCED \_\_\_\_\_

PASSED \_\_\_\_\_

APPROVED \_\_\_\_\_

PUBLISHED \_\_\_\_\_

Attested:

Approved as to Form:

\_\_\_\_\_  
Jessica Rose  
City Clerk

\_\_\_\_\_  
Michael J. Reynolds  
City Attorney

EXHIBIT"B"

STATEMENT OF ACCEPTANCE

NFC Northwest, LLC, 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.

NFC Northwest, LLC

By: \_\_\_\_\_

Byron Springer, Jr.

Chief Corporate Officer

Date: \_\_\_\_\_

EXHIBIT A  
FRANCHISE AREA

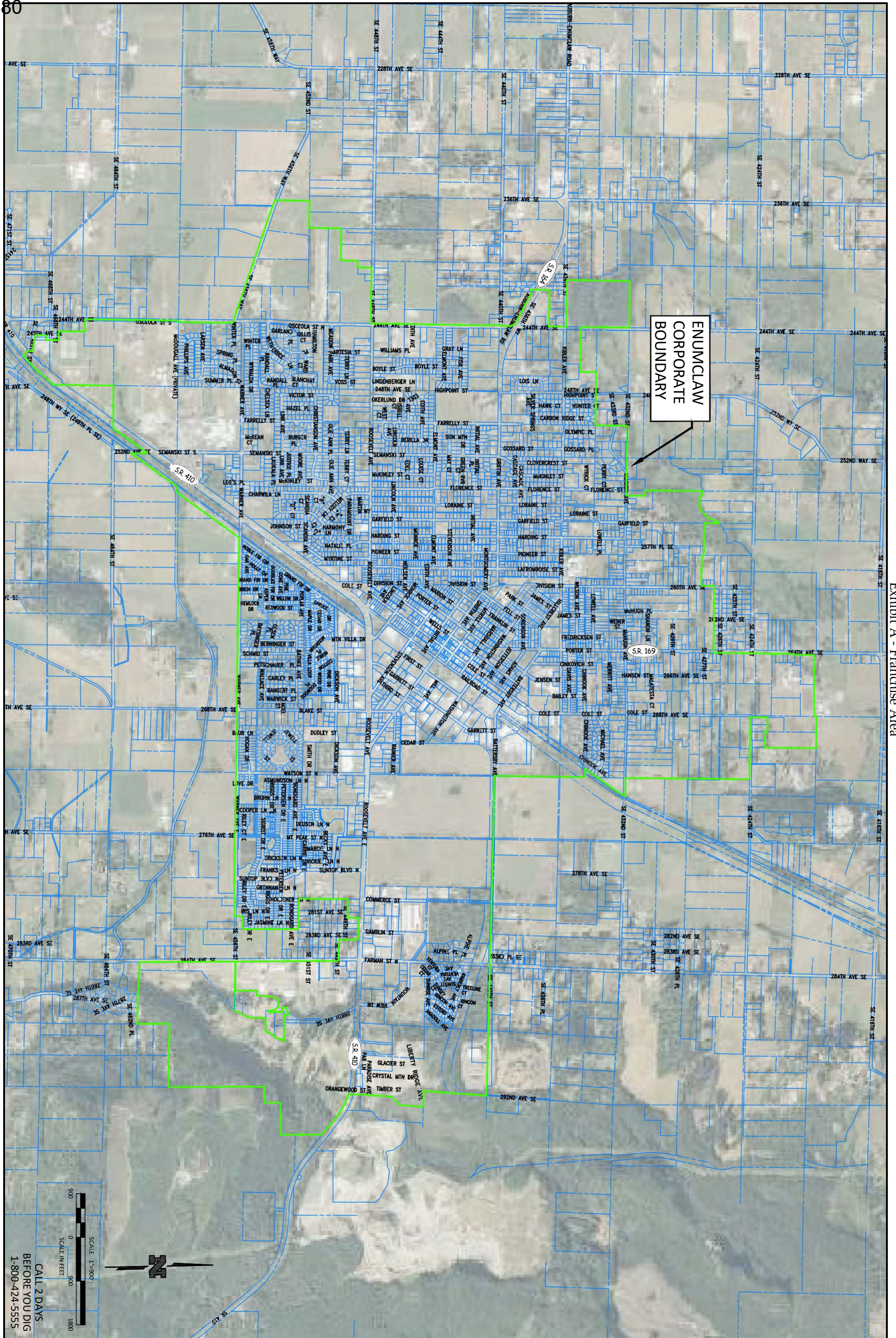


Exhibit A - Franchise Area

CALL 2 DAYS BEFORE YOU DIG  
1-800-424-5555

SCALE 1"=900'  
SCALE IN FEET

900  
0  
900  
1800

PROJECT NO:	
SURVEYED BY:	
DESIGNED BY:	
DRAWN BY:	KW
CHECKED BY:	DW
DATE:	03/06/2024

## CITY OF ENUMCLAW CORPORATE BOUNDARY



REVISIONS

NO.	DESCRIPTION	BY	DATE
1			
2			
3			
4			
5			
6			



**City Council  
AGENDA BILL**

**Meeting Date: 02/09/2026**

**Subject: Fee Resolution – Gas Utility CCA Charge**

**Category: RESOLUTION**

**BUDGET IMPACT:**

**Expenditure Budget:** 0

**Revenue Budget:** 0

**Proposed Budget Amendment:** 0

**Related Ordinance or Resolution No. 1865**

**Attachments: Staff Report, Resolution No. 1866**

**Staff Contact: Chris Searcy, City Administrator**

**Summary/Background:**

The natural gas utility is subject to the Washington State Climate Commitment Act (CCA) and has certain compliance obligations resulting in annual expenditures. Ordinance No. 2741 authorized the utility to pass on the CCA compliance cost to the customer utility bill. Since 2023, this has been in the form of a CCA charge per hundred cubic feet of natural gas (CCF). The CCA charge is now included in the fee resolution.

**Recommendations:**

**Date Sent to Committee: 02/09/2026 Date Returned: 02/09/2026**

**Council Committee: To be provided at the February 9th meeting.**

**Staff: Adopt Resolution No. 1866 modifying Gas Utility CCA charge fees for 2026.**

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

COUNCIL ACTION:

- APPROVED
- DENIED
- TABLED / DEFERRED / NO ACTION
- MOVED TO SECOND READING (Ordinances only)

1ST reading	<u>2/9/26</u>
Enactment reading	<u>                    </u>
ORDINANCE #	<u>                    </u>
RESOLUTION #	<u>1866</u>





## Staff Report

### Department of Administration

**TO:** Mayor / City Council  
**FROM:** Chris Searcy, City Administrator  
**DATE:** February 9, 2026  
**SUBJECT:** Res. No. 1866 – Fee Resolution – 2026 CCA Charge

#### Background:

The natural gas utility is subject to the Washington State Climate Commitment Act (CCA) and has certain compliance obligations resulting in annual expenditures. Ordinance No. 2741 authorized the utility to pass on the CCA compliance cost to the customer utility bill. Since 2023, this has been in the form of a CCA charge per hundred cubic feet (CCF) of natural gas delivered.

The utility receives “no-cost” allowances from the state and must consign a certain amount of those to auction. The auction proceeds from these no-cost allowances may be used to offset the impact to customer bills, but only for customers at locations connected to the system on July 25, 2021, or earlier (legacy customers). Thus, newer non-legacy customers have a higher CCA charge.

From 2023-2025 the CCA charge was administratively calculated and did not require council approval. However, the CCA charge is now included in the fee resolution and council approval is requested.

#### Analysis:

The CCA charges for each calendar year are calculated based on the estimated costs to obtain the necessary allowances for that year. Beginning in 2024, these charges were adjusted based on looking back at the previous year and comparing the actual CCA charge revenue received to the actual compliance costs. The new CCA charges become the sum of the forward-looking estimate and the “true-up” adjustment for the previous year’s actuals. The history of these charges is:

CCA Charge per hundred cubic feet (CCF) of Natural Gas Delivered					
	2023	2024	2025	2026	Average 2023-2026
Legacy	\$0.0615	\$0.0728	\$0.0504	<b>\$0.0669</b>	\$0.0629
Non-legacy	\$0.2341	\$0.2625	\$0.2164	<b>\$0.3369</b>	\$0.2625
True-up Adjustment		(\$0.0026)	(\$0.0397)	(\$0.0459)	

The average residential gas customer using 600 CCF per year would have an annual CCA cost of \$40.14 (legacy) or \$202.14 (non-legacy) with an annual increase of \$9.90 or \$72.30, respectively.

#### Recommendation:

Staff recommend Council approve Res. No. 1866, modifying the 2026 CCA charge for natural gas customers.



*Staff Report*

---

*Department of Community Development*

**TO:** Mayor / City Council  
**FROM:** Chris Pasinetti, Community Development Director  
**DATE:** February 9, 2026  
**SUBJECT:** Fee Resolution No. 1866

---

**Background:**

The city's impact fee regulations allow for an independent fee calculation process. This allows an applicant to submit more detailed traffic information regarding their specific use to more accurately assess their traffic impacts. The independent fee calculation is reviewed by staff and approved by the City Council, typically by simple motion for approval.

There is a review fee of \$500 for the application, and an additional \$500 for costs the city spends beyond the \$500 review fee.

**Analysis:**

Past fee consolidations within the fee resolutions did not include the application fee for independent fee calculations, Resolution No. 1866 includes that fee.

**Recommendation:**

Staff recommend passing Resolution No. 1866

**RESOLUTION NO. 1866**

**A RESOLUTION OF THE CITY OF ENUMCLAW, KING COUNTY, WASHINGTON  
AMENDING RESOLUTION NO. 1865 TO AMEND FEES.**

**Whereas**, Resolution No. B384 initially established fees which were revised by subsequent resolutions, and

**Whereas**, an amendment of Resolution No. 1865, the current fee resolution, is appropriate to amend fees to Community Development, Parks and Public Works.

**Now, therefore, the City Council of the City of Enumclaw, King County, Washington does hereby resolve as follows:**

**Section 1:** Resolution No. 1865 as authorized by Ordinance No. 1366 – Publication of Fees and Charges, hereby repeals and replaces Exhibit A.

**Section 2:** Severability. If any provision of this resolution and/or the resolutions listed in the findings of fact above and/or Ordinance No. 1366 is determined to be invalid or unenforceable for any reason, the remaining provisions of this resolution and/or the resolutions listed in the findings of fact above and/or Ordinance No. 1366 shall remain in force and affect.

**Section 3:** Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the Code Reviser are authorized to make the necessary corrections to this resolution, including correction of clerical errors; resolution, section, or subsection numbers; or reference to other local, state, or federal laws, codes, rules, or regulations.

PASSED IN REGULAR AND OPEN SESSION this \_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
Anthony Wright  
Mayor  
INTRODUCED \_\_\_\_\_  
PASSED \_\_\_\_\_  
APPROVED \_\_\_\_\_

Attested:

Approved as to Form:

\_\_\_\_\_  
Jessica Rose  
City Clerk

\_\_\_\_\_  
Michael J. Reynolds  
Assistant City Attorney

<b>FEE SCHEDULE</b>	
(Updated <del>January 12</del> <u>February 9</u> , 2026 per Resolution No. <del>1865</del> <u>1866</u> )	
<b>Fees that are applicable to sales tax will be included in amount listed below</b>	
<b>BUSINESS LICENSES</b>	
<b>GENERAL BUSINESS LICENSES</b>	
New License Fee	\$50.00
Renewal Fee	\$25.00
Renewal Fee for Multiple Businesses owned by one person at one location	\$25.00 for the first business, no fee for each additional business
Penalty for Late Renewal	\$5.00 per month/max \$15.00
Replacement License	\$10.00
<b>SPECIAL LICENSES (50% discount after January 1st, only for yearly licenses)</b>	
Adult Oriented Business	\$500.00 per year
Amusement Devices	\$12.00 per machine
Cabaret – with dancing	\$350.00 per year
Cabaret – without dancing	\$50.00 per year
Cabaret – one time event (valid 24 hours)	\$150.00 per event
Carnivals, Circuses & Shows	\$50.00 per event
Dances	\$60.00 per event
Fireworks Stand	\$100.00 plus \$100.00 refundable deposit
Gambling	General Business License (if applicable)
Home Occupations	Same fee as General Business License and renewal
Pawnbrokers	\$150.00 per year
Private Detectives & Security Guards	General Business License (if applicable)
Short Term Rental	\$150.00 per year
Solicitors & Mobile Vendors	\$35.00 per day/\$170.00 per year
Tow Truck Operators	General Business License (if applicable)
<b>COMMUNITY DEVELOPMENT DEPARTMENT</b>	
<b>BUILDING PERMITS</b>	
<p>Building permit fees are based on the valuation of the project. The Building Official calculates the valuation of work for all permits. The valuation listed on the application shall be an estimate of the fair market value of construction including all labor and materials and may not be the same valuation calculated by the Building Official during review.</p> <p>The Building Official calculates valuation using the most recent edition of the Building Valuation Data (BVD) Square Foot Construction Costs Table published by the International Code Council. The BVD table is based on new construction. The Following percentages apply to the valuation of different work types, as described in the permit application scope of work:</p> <ul style="list-style-type: none"> <li>- New construction, additions, etc.: 100% of BVD</li> <li>- Structural alteration to existing building, equipment, commercial re-roof, commercial coach, similar construction not falling into another category: The valuation listed on the application shall be used concurrent with the approval of the Building Official.</li> <li>- Non-refundable technology Fee will be assessed at 10% of the building permit fees and all application fees for planning, fire and public works permit applications.</li> </ul>	
Total Valuation	Fee
\$1.00 to \$500.00	\$30.00
\$501.00 to \$2,000.00	\$30.00 for the first \$500.00, plus \$3.93 for each additional \$100.00 or fraction thereof up to and including
\$2001.00 to \$25,000.00	\$88.95 for the first \$2,000.00, plus \$16.50 for each additional \$1,000.00 or fraction thereof up to and
\$25,001.00 to \$50,000.00	\$468.45 for the first \$25,000.00, plus \$13.00 for each additional \$1,000.00 or fraction thereof up to and
\$50,001.00 to \$100,000.00	\$793.45 for the first \$50,000.00, plus \$10.00 for each additional \$1,000.00 or fraction thereof up to and
\$100,001.00 to \$500,000.00	\$1293.45 for the first \$100,000.00, plus \$7.00 for each additional \$1,000.00 or fraction thereof up to and

\$500,001.00 to \$1,000,000.00	\$4093.45 for the first \$500,000.00, plus \$6.00 for each additional \$1,000.00 or fraction thereof up to and
\$1,000,001.00 and up	\$7043.45 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof.
<b>OTHER RELATED BUILDING PERMITS</b>	
Plan Review	65% of the permit fee when required
Master Plan Review	25% of the plan review fee as specified in the Master Plan Policy
Additional plan review required by changes, additions, revisions to plans or related Fire Code requirements	\$146.07 per hour (1 hour minimum charge)
Re-inspection Fee	\$146.07 per hour (1 hour minimum charge)
Inspections for which no fee is specifically indicated (such as windows)	\$146.07 per hour (1 hour minimum charge)
For use of outside consultants for plan review and inspection, or both	Cost to the City plus \$25.00 per invoice. Deposit of estimated building permit fee based on valuation required at the time of application. Balance will be adjusted or invoiced upon completion.
Washington State Energy Code Plan Review	\$146.07 per hour
Mobile Home/Modular Office Setting	\$230.00 each plus \$146.07 per hour for plan review, when applicable
For Work Commenced Without First Obtaining Authorization or Permit or Both	Fee equal to the permit amount shall be paid along with the permit cost prior to a permit being issued.
Sign Permit/Permanent	\$100.00 each up to the first three signs, plus \$40.00 for each additional sign
Sign Permit/Temporary	\$45.00
Plan Review for Sign Permit (if required)	\$146.07 per hour for plan review, when applicable
Demolition Permit	\$150.00 each
Re-roof (Commercial Building)	Based on permit valuations (total value of labor, materials, and labor) for which the permit being used.
Re-roof (Residential)	\$146.07 each
Fuel Oil Tank Removal (Residential) – (for Commercial, see Fire Dept.)	\$146.07 each
Paint Spray Booth	\$146.07 each plus \$146.07 per hour for plan review, when applicable
For work commenced without first obtaining authorization or permit or both	Fee equal to the permit amount shall be paid along with the permit cost prior to a permit being issued.
Swimming Pool any new residential	\$146.07 each plus \$146.07 per hour for plan review, when applicable
Swimming Pool and new commercial	Based on permit valuations (total value of labor, materials, and labor) for which the permits being issued.
House Moving Fees: Pre-move inspection and notification	\$146.07 per hour
<b>PLUMBING PERMIT</b>	
Plumbing Permit - New Single-Family Dwelling	\$165.00
Plumbing Permit	\$35.00 each plus plumbing fixture unit fees
Supplemental Plumbing Permit for which the original permit has not expired, been canceled or finalized	\$15.00 each plus plumbing fixture unit fees
Back-Flow Permit	\$40.00 each plus unit fee for each device
<b>PLUMBING FIXTURE UNIT FEE SCHEDULE (in addition to Plumbing Permits)</b>	
<b>PLUMBING FIXTURE</b>	<b>Commercial/Residential</b>
Vats or other waste diluting tanks	\$22.00 each
Acid waste line and/or tank	\$22.00 each
Back-flow Protective Device	\$30.00 each
Bathtubs and/or combination bath and shower	\$10.00 each
Beverage dispenser and/or pop machine	\$22.00 each
Clinic, kitchen, laundry and/or mop sink	\$10.00 each
Dental chair and/or unit	\$10.00 each
Dishwasher and/or washing machine	\$10.00 each

Drinking fountain, water cooler and/or ice machine	\$10.00 each
Floor sinks, floor drains and/or indirect waste receptors	\$10.00 each
Floor gutter, condensate drains and/or shower stall	\$10.00 each
Garbage disposal	\$10.00 each
Gas piping: (serving 1 to 4 outlet(s))	\$10.00 each
Gas piping for each additional hook-up	\$4.00 each
Grease trap	\$40.00 each
Grease Interceptor	\$80.00 each
Hose bib and/or outside water faucets	\$10.00 each
Lavatory, water closet, toilet, privy, urinal and/or bidet	\$10.00 each
Medical gas piping system: (serving 1 to 5 outlet(s) and/or inlet(s))	\$70.00 each
Medical gas for each additional inlet(s) and/or outlet(s)	\$7.00 each
Pool, spa and/or hot tub	\$80.00 each
Pumps	\$10.00 each
Rain leaders, overflows and/or roof drains	\$10.00 each
Sump, sewage and/or ejector pump	\$10.00 each
Surgical vacuum system: (per NFPA-96)	\$100.00 each
Water heater and/or vent	\$10.00 each
Water hammer arrestors	\$10.00 each
For each repair or alteration of a drainage or vent piping	\$10.00 each
Unclassified fixture or equipment	\$10.00 each
<b>OTHER RELATED PLUMBING PERMITS</b>	
Plan review	65% of the total permit fee
Inspections outside of normal business hours	\$192.46 per hour (2 hr minimum charge)
Re-inspection fee	\$146.07 per hour (1 hr minimum charge)
Inspections for which no fee is specifically indicated	\$146.07 per hour (1 hr minimum charge)
Additional plan review required by changes, additions or revisions to approved plans	\$146.07 per hour (1 hr minimum charge)
For the use of outside consultants for both review and inspection or both	Actual Cost (Actual costs include administrative and overhead costs)
<b>MECHANICAL PERMITS</b>	
Mechanical Permit – New Single-Family Dwelling	\$165.00 each
Mechanical Permit	\$35.00 each plus unit fees
Supplemental Mechanical Permit for which the original permit has not expired, been canceled or finalized	\$10.00 each
<b>UNIT FEE SCHEDULE (in addition to Mechanical Permits)</b>	
<b>Mechanical Unit Fee</b>	<b>Commercial/Residential</b>
Residential installation or relocation of each furnace or burner, including ducts and vents attached to such appliance, up to and Including 40,000 BTU/H	\$15.00 each

Residential installation or relocation of each furnace or burner, including ducts and vents attached to such appliance, up to and Including 70,000 BTU/H	\$20.00 each
Installation or relocation of each furnace or burner, including ducts and vents attached to such appliance, up to and Including 100,000 BTU/H	\$35.00 each
Installation or relocation of each furnace or burner, including ducts and vents attached to such appliance over 100,00 BTU/H	\$58.00 each
Installation or relocation of each suspended unit heater, infrared heater, recessed wall heater and/or floor-mounted heater	\$20.00 each
Installation, relocation or replacement of wood and or gas stove, fireplace, gas insert, gas fireplace	\$15.00 each
<b>Appliance Vents:</b>	
Installation, relocation or replacement of each appliance vent installed and not included in a permit	\$10.00 each
Installation, relocation or replacement of each appliance not listed	\$10.00 each
Installation, relocation or replacement of water heater and vent	\$10.00 each
Installation, relocation or replacement of clothes dryer and vent	\$10.00
Repair of, the alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$17.00
<b>Compressors and Absorption Systems: (including heating units and roof units)</b>	
Installation or relocation of each heating unit or compressor to and including 3 horsepower or each absorption system (heat pump) to and including 100,00 Btu/h	\$22.00 each
Installation or relocation of each heating unit or compressor over 3 horsepower, to and including 15 horsepower or each absorption system (heat pump) over 100,00 BTU/H to and including 500,000 Btu/h	\$36.00 each
Installation or relocation of each heating unit or compressor over 15 horsepower to and including 30 horsepower or each absorption system (heat pump) over 500,000 BTU/H to and including 1,000,000 Btu/h	\$50.00 each
Installation or relocation of each heating unit or compressor over 30 horsepower to and including 50 horsepower or each absorption system (heat pump) over 1,000,000 BTU/H to and including 1,750,000 Btu/h	\$70.00 each

Installation or relocation of each heating unit or compressor over 50 horsepower, or each absorption system (heat pump) over 1,750,000 Btu/h	\$120.00 each
<b>Air Handlers</b>	
Air-Handling unit to and including 10,000 cubic feet per minute (cfm), including ducts NOTE: This fee does not apply to an air-handling unit for which a permit is required elsewhere in the Mechanical Code	\$13.00 each
Air-Handling unit over 10,000 cfm	\$24.00 each
<b>Evaporative Coolers</b>	
Evaporative cooler other than portable type	\$20.00 each
<b>Ventilation and Exhaust:</b>	
Ventilation fan connected to a single duct, stationary fan, ventilation system spot, and kitchen ranges	\$10.00
Ventilation system which is not a portion of any heating or air-conditioning system authorized by permit	\$13.00
Ventilation system of the ducts, and diffusers only	\$14.00
Installation of each hood which is served by mechanical exhaust, including the ducts for each hood	\$10.00
For automatic fire extinguishing system for class 1 hoods	\$60.00
For class-1 hood and vent fan	\$100.00
For class-2 hood and vent fan	\$80.00
<b>Cooling Tower:</b>	
Installation or relocation of each cooling tower	\$44.00 each
<b>Gas Piping:</b>	
Installation or relocation of up to and including four (4) outlets	\$10.00 each
Installation or relocation of each outlet over four (4)	\$4.00 each
<b>Miscellaneous:</b>	
Appliance or Piece of equipment regulated by the mechanical code but not classed in other appliance categories, or for which no other fee is listed above	\$10.00 each
<b>OTHER RELATED MECHANICAL FEES</b>	
Plan Review	65% of the total permit fee
Re-inspection Fees	\$146.07 per hour (1 hr minimum charge)
Inspections outside of normal business hours	\$192.46 per hour (2 hr minimum charge)
Inspections for which no fee is specifically indicated	\$146.07 per hour (1 hr minimum charge)
For the use of outside consultants for review and inspection or both	Actual Cost (Actual costs include administrative and overhead costs)
For the use of outside consultants for review and inspection or both	Actual Cost (Actual costs include administrative and overhead costs)

Additional review Required by changes, additions or Revisions to Approved Plans, Including Review for Sizing Gas Piping	146.07 per hour (1 hour minimum charge)
Generator	\$67.00 each
<b>PLANNING AND LAND USE</b>	
Accessory Dwelling Unit	\$350.00
Comprehensive Plan Text and/or Map Amendment Request (including concurrent rezone)	\$3,500.00 plus public notification costs
Technical map amendment to comprehensive plan or zoning map (minor reconfiguration of a line between zones/designations where acreage in each zone remains the same)	\$500.00 plus public notification costs
Conditional Use Permit to establish residential use of an existing non-conforming single-family dwelling in the CB-1,	\$750.00
Conditional Use Permit, all others	\$3,500.00 plus public notification costs
Final Plat	3,200.00 plus \$20.00 per lot
Final Short Plat	\$750.00
Lot Line Adjustment/Elimination	\$700.00
Mobile Home Park, RV Park or Trailer Court	\$3,700.00 plus \$50 per lot, plus public notification costs
Planned Unit Development	\$3,800.00 plus \$50 per lot, plus public notification costs
Zoning Verification	\$69.57 per hour
Plat Alteration Fees (or revision to approved Development Agreement) and Modification of Approved Preliminary Plat prior to Final Plat Approval	Plat alteration and preliminary plat modification fees determined after review whether the changes requested are minor or major. A minor change is done administratively and the fee is 1/4 of the cost of the preliminary plat fee. A major change requires a public hearing, or City Council meeting, and the fee is 1/2 of the cost of the preliminary plat fee. A public notice board and deposit are required for a major alteration. For major alterations the deposit amount shall be one-half of the cost of the preliminary plat fee.
Preliminary Subdivision Plat	\$4,500.00 plus \$50.00 per lot, plus public notification costs
Quarrying and Mining Permit	\$1,000.00
Rezone (not processed concurrent with Comprehensive Plan Map Amendment)	\$3,500.00 plus public notification costs
Pre-Application – Single Family and Home Occupations	No Fee
Pre-Application – All Other Development	\$200.00
Formal Code Interpretation	\$50.00
Short Plat	\$2,500.00 plus public notification costs
Temporary Permits	\$300.00
RV Occupancy Permits and RV Temporary Permit	\$100.00
Temporary Permit – Outdoor Christmas Tree and Wreath Sales between November 20 and December 26 and Fireworks Stands	No fee for temporary use, general business license and special license fees apply
Variance	\$500.00 each single-family units
Appeals	\$800.00
Multifamily Tax Exemption Applications	\$3,000.00
<b>Environmental:</b>	
Environmental Checklist Review – SEPA	\$550.00 plus public notification costs
Environmental Impact Statement – EIS	\$100.00 per hour plus consulting fees
Critical Area Permit	\$320.00 plus public notification costs

Critical Area Permit Review (if warranted)	\$ hourly rate of consultant per city contract	
Shoreline Exemption	\$25.00 plus SEPA (if applicable)	
Shoreline Substantial Development Permit	\$500.00 plus SEPA (if applicable)	
Shoreline Conditional Use Permit	\$3,000.00 plus SEPA (if applicable)	
Shoreline Variance – Single Family Residence or Accessory Dwelling Unit	\$500.00 plus SEPA (if applicable)	
Shoreline Variance – All Other Development	\$3,000.00 plus SEPA (if applicable)	
<b>Design Review Board:</b>		
Signs	\$100.00	
Modifications or additions to existing multi-family, commercial, industrial, office, and public properties	\$130.00	
Project Review < 500 square feet	\$250.00	
Project Review ≥ 500 square feet	\$500.00	
Site Plan approvals in public & hospital	\$2,000.00	
<b>Temporary Mobile Office &amp; Night Watchman's Quarters:</b>		
First Year	\$100.00	
Second Year	\$200.00	
Third Year	\$400.00 doubling in like amounts each consecutive year (maximum of 3 years)	
<b>Annexation:</b>		
60% Petition Method (collected at time of 60% petition submittal)	\$850.00 plus public notification costs	
<b>Custom Maps and More:</b>		
Maps, creation of custom map products. A custom map product includes any new map or custom, non-xerographic enlargements, reduction, etc. of a standard map product	Minimum charge is one-half hour of the hourly rate determined by Resolution. Hourly Charges plus \$2.50 per square foot of map area.	
Computer Aided Design and Drafting (CADD), Geographic Information System (GIS), and/or Mapping Information	CADD, GIS, or Mapping data is billed on an hourly basis plus actual costs of any required storage media. Minimum charge is one-half hour of hourly rate determined by Resolution.	
<b>Planning and Land Use Prints:</b>	<b>Black &amp; White</b>	<b>Color</b>
11 X 17	\$1.00	\$2.00
18 X 24	\$2.00	\$3.00
24 X 36	\$4.00	\$6.00
30 X 42	\$6.00	\$8.00
<b>School District Impact Fees*:</b>		
Single Family Residential	\$6,376.46 per dwelling unit	
Multi-family Dwelling	\$1,850.19 per dwelling unit	
*As outlined in EMC Section 19.24.070. Increase each year by Consumer Price Index for the Seattle Area on April 1 as published by the U.S. Bureau of Labor Statistics.		
<b>Fire Facility Impact Fees*:</b>		
Residential Dwelling Units	\$2,383.13 per dwelling unit	
Commercial Development	\$0.35 per square foot of commercial building development	
*As outlined in EMC Section 19.24.090		
<b>Park Impact Fees*:</b>		
Single Family Residential	\$2200.00 per dwelling unit	
Multi-family Dwelling	\$1474.00 per dwelling unit	
*As outlined in EMC Section 19.24.080		
<b>Transportation Impact Fee*:</b>		
Single Family Residential	\$4491.00 per dwelling unit	
Multi-family Dwelling	\$2437.00 per dwelling unit	

** Commercial and other uses as outlined in Table 4 of the City of Enumclaw Transportation Impact Fee Update dated March 1, 2025, as outlined in EMC Section 19.24.070	
<b>Administrative Fees</b>	
Single Family	\$35.00 per permit
ADU	\$35.00 per permit
Multi-Family	\$70.00 per permit
Non-Residential	\$35.00 or 1% of the impact fee charged whichever is greater
<u>Independent Fee Calculation</u>	<u>\$500 plus any additional costs expended by the city during review</u>
<b>FIRE FEES</b>	
Fire Plan Review Fee for Building Permit Review	40% of Building Plan Review Fee
Re-inspection Fees for New Construction and Tenant Improvements	\$146.07 per hour
Fire Alarm Permit	\$315.00 plus \$1.55 for each device plan review cost of \$146.07 per hour (2 hr minimum charge)
Fire Sprinkler Permit (also needs fire alarm permit)	\$315.00 for first 10 heads plus \$1.07 for each additional head plan review cost of \$146.07 per hour (2 hr minimum charge)
Fire Suppression System (other than sprinklers)	\$315.00 each plus plan review cost of \$146.07 per hour (2 hr minimum charge)
Fuel Oil Tank Removal (Commercial)	\$220.00 each plus \$146.07 per hour for plan review, when applicable (2 hr minimum charge)
<b>Fire Alarm Violations:</b>	
First False Alarm	No fine, warning
Second False Alarm	No fine, warning
Third False Alarm	\$135.00
Fourth and Subsequent False Alarms	\$270.00
<b>Miscellaneous:</b>	
Plan Review/Inspection Fee, or for which no other is listed above	\$146.07 per hour
Inspections outside of normal business hours	\$192.46 per hour (2hr minimum charge)
<b>ENGINE COMPANY LEVEL RE-INSPECTION FEES</b>	
1st Re-Inspection Fee Conducted 30 days after initial inspection	\$0.00
2 <sup>nd</sup> Re-Inspection Fee Conducted 44 days after initial inspection	\$60.00
3 <sup>rd</sup> Re-Inspection Fee Conducted 58 days after initial inspection	\$85.00
4 <sup>th</sup> Re-Inspection Fee and all other subsequent re-inspections Conducted 65 days after initial inspection	\$120.00
<b>Miscellaneous:</b>	
Duplication costs will be paid prior to duplication process. Applicable postage will be added if copies are mailed.	
Photocopying	\$0.15 per page - black and white \$0.25 per page - color
Creation or Duplication of Video/Audio/DVD/CD or Recordings	\$5.00 DVD or CD \$10.00 Memory Stick No fee for discovery file copy
Duplication of Photographs	\$10.00per request plus actual cost of duplication charged by third party
Labels run on business register/other files	\$35.00
Listing run on business register/other files	\$15.00
City fee for processing passports	\$35.00 (as authorized by the US Department of Commerce and Bureau of Consumer Affairs, and any future amendments)
Community banner fee	\$75.00

Returned check penalty	\$25.00 (thereafter only certified check or cash will be accepted for payment for a period of 12 months)	
Interest rate on delinquent accounts/debts not otherwise established on fee resolution	1% per month with \$5.00 monthly minimum	
Scanning of documents	\$0.10 per page	
<b>Cemetery/Community Center/Golf Course</b>		
<b>City Parks/Ball Field Use/Miscellaneous/Aquatic Center Cemetery/Community Center/Golf Course</b>		
Activenet Administrative Processing Fee	\$10.00 per applicable transaction	
<b>CITY PARKS/BALLFIELD USE</b>		
<b>Baseball/Softball Game/Tournament Use:</b>		
Boise Creek Park ball fields	\$34.00 per adult game/ \$29.00 per youth game	
4 Fields- One-day tournament	\$900.00	
6 Fields- Two-day tournament	\$1,200.00	
4 fields- two-day tournament	\$1,400.00	
6 fields- two-day tournament	\$1,550.00	
Deposit per Tournament	\$250.00	
<b>General Use (non-baseball/softball game use) of Boise Creek Park:</b>		
General Use	\$12.00 per hour	
<b>City Parks Miscellaneous:</b>		
Schedule Change	\$11.00 per notification	
Schedule Conflict	\$22.00 per occurrence	
Resale Items Sold	Park Board Review/Approval	
Use of Lights at Boise Creek Park	\$23.00 per hour	
<b>Maintenance Fee Program for Ball Fields:</b>		
Field Prep	\$26.00	
Deluxe Prep (includes batter's box, \$28.00 on-deck circle, base coach boxes, and/or portable mounds)	\$33.00	
<b>Facility Rental - VFW Hall</b>		
	<b>General Rate</b>	<b>Non-Profit</b>
Monday-Thursday	\$50.00/hr (2 hr minimum)	\$25.00/hr (2 hr minimum)
Friday	\$100.00/hr (2 hr minimum)	\$50.00/hr (2 hr minimum)
Saturday/Sunday	Full Day (8am-8pm) \$750.00 or \$100/hr (2 hr minimum)	Full Day (8am-8pm) \$400.00 or \$50/hr (2 hr minimum)
Kitchen Use	\$50.00 per use	\$50.00 per use
Cancellation Fee	\$25.00	\$25.00
Federal/Observed Holidays	\$100.00 Additional Fee	\$50.00 Additional Fee
<b>Refundable Deposit</b>	<b>\$150.00</b>	<b>\$0.00</b>
<b>Cultural Programs:</b>		
	<b>Indoor</b>	<b>Outdoor</b>
Vendor - 6' x 10' space	\$35.00	\$25.00 - \$40.00
Vendor - 10' x 10' space	\$45.00	\$25.00 - \$45.00
"Roving" Vendor	\$15.00 - \$35.00	\$15.00 - \$35.00
Power (if available)	\$5.00/day	\$5.00/day
No Show Fee	\$20.00	\$20.00
<b>Special Events:</b>		
Application Fee	\$25.00	
Special Event Fee (after event approval)	\$100.00	
<b>Special Event Additional Services:</b>		
Public Work Staff	\$50.00 per hour	
Police Officer (Police Scope Services Agreement)	Separate agreement (\$125.00 per hour with a 4-hour minimum)	
Dumpsters (required for events over 200)	\$150.00 per dumpster	

Sani Cans (required for events over 200)	Applicant will have the opportunity to utilize our downtown Sani cans on a seasonal basis May - September. The usage of these units will be charged at \$100 per event. If the event is over the capacity that our units can candle an outside contract must be obtained and applicant must provide proof of reservation.	
Barricades (4 hours of labor for barricades, cones, etc)	\$50.00 per hour x 4 hours = \$200.00	
Street Sweeper (required for parades and street fairs)	\$200.00 per hour	
<b>Parks - Other:</b>	<b>Non-Profit (501c3) Organization Use:</b>	<b>Commercial Use:</b>
20' x 30' Canopy	Cost for delivery, set-up and take down: \$25 per hour on weekdays; \$50 per hour on weekends and holidays	\$200.00 rental fee plus the cost of delivery, set-up, and take down: \$25 per hour on weekdays; \$50 per hour on weekends and holidays
10' x 20' Canopy		\$150.00 rental fee plus the cost of delivery, set-up, and take down: \$25 per hour on weekdays; \$50 per hour on weekends and holidays
15' - 4' x 8' Stage Sections		\$250.00 rental fee plus the cost of delivery, set-up, and take down: \$25 per hour on weekdays; \$50 per hour on weekends and holidays
Damage Deposit	\$100.00	\$100.00
<b>AQUATIC CENTER</b>		
<b>Facility Fee/Aquatics:</b>	<b>Fee</b>	
Pool Rental - 25 or less	\$155.00	
Pool Rental - 26-50 people	\$192.00	
Pool Rental - 51-75 people	\$230.00	
Pool Rental - 76-100 people	\$268.00	
Pool Rental - 101-125 people	\$305.00	
Party Room/Community Room Rental	\$52.00/50 minutes	
Wibit toy rental per hour (entire toy)	\$116.00	
1 hour Wibit Party Package (up to 25 people)	\$283.00	
2 hour Wibit Party Package (up to 25 people)	\$515.00	
School District pool rental per hour	\$90.00	
ESD 2nd Graders per session	\$482.00	
Special Olympics per hour	\$120.00	
ESD inclusive Classes per hour	\$84.00	
Swim Team rental per hour– entire pool	\$95.00	
Discount Swim/Shower	\$4.75	
Public Swim/Lap Swim/Water Walking – adult	\$8.75 per hour 10 visits/\$79.00	
Public Swim /Family Swim/Lap Swim/Water Walking - senior/youth/disabled/military	\$7.25 per hour 10 visit/\$65.00	
Family drop-in (public/family swim)	\$23.25 per hour	
1 hour Drop-in senior/youth/disabled/ military water exercise	\$8.75 10 visits/\$79.00	
1 hour Drop-in adult water exercise	\$10.25 10 visits/\$93.00	
Locker Rental - coin operated	\$0.25	
<b>Splash Passes:</b>		

1 Month Splash senior/youth/disabled/ military pass	\$70.00
1 Month Splash adult pass	\$87.00
1 Month Splash family pass	\$167.00
1 year Splash senior/youth/disabled/military pass	\$301.00
1 year Splash adult pass	\$379.00
1 year Splash Family Pass	\$758.00
<b>Exercise Passes:</b>	
Exercise 1 month senior/youth/disabled/ military pass	\$87.00
Exercise 1 month adult pass	\$102.00
Exercise 1 year senior/youth/disabled/ military pass	\$368.00
Exercise 1 year adult pass	\$435.00
<b>Swim Lessons:</b>	
Swim Lesson per 1/2 hour preschool/youth	8 Lessons/\$89.00
Swim Lessons per 1/2 hour parent/tot	8 lessons/\$70.25
Private Lesson per 1/2 hour	\$42.25
Semi-private Lesson 1/2 hour 2 students	\$35.50
Eels Swim Team	\$276
<b>CEMETERY</b>	
Extended Land use - one-half of current lot price.	
<b>Lot Charges:</b>	
Infant	\$300.00
Cremation Lots	\$725.00
Sections 1 – 6	\$1,650.00
Specific Blocked View Lots In Section 5 and 6	\$1,000.00
Section 7 and 8 Lots, Excluding Upright Sections	\$2,750.00
Specific Upright Monument Area Lots In Section 7 and 8	\$4,000.00
<b>Mausoleum Crypts:</b>	
First Level + Westminster (2 spaces)	\$7,600.00
Second Level	\$6,350.00
Third Level	\$6,350.00
Fourth Level	\$5,395.00
<b>Mausoleum Niche - North Facing: Wall "A"</b>	
First Level – Single	\$1,375.00
First Level – Double	\$2,075.00
Second Level – Single	\$1,450.00
Second Level – Double	\$2,175.00
Third Level – Single	\$1,995.00
Third Level – Double	\$2,992.00
Fourth Level – Double	\$3,292.00
Fifth Level – Double	\$3,292.00
Sixth Level – Double	\$2,000.00
Seventh Level – Single	\$1,250.00
Seventh Level – Double	\$1,900.00
Eighth Level – Single	\$1,200.00
Eighth Level – Double	\$1,800.00
<b>Mausoleum Niche - South Facing: Wall "B"</b>	
First Level - Single	\$2,065.00

First Level – Double	\$3,120.00
Second Level – Single	\$2,175.00
Second Level – Double	\$3,265.00
Third Level – Single	\$2,995.00
Third Level – Double	\$4,492.00
Fourth Level – Single	\$2,995.00
Fourth Level – Double	\$4,492.00
Fifth Level – Single	\$2,795.00
Fifth Level – Double	\$4,192.00
Sixth Level – Single	\$2,100.00
Sixth Level – Double	\$3,150.00
Seventh Level – Single	\$1,875.00
Seventh Level – Double	\$2,850.00
Eighth Level – Single	\$1,800.00
Eighth Level – Double	\$2,700.00
<b>SENIOR ACTIVITY CENTER</b>	
<b>General Use:</b> No admission charged for attendance	
All day (eight hours)	\$300.00 per day
Hourly	\$40.00 per hour
<b>Commercial Use:</b> Admission is charged for attendance	
All day (eight hours)	\$300.00 per day
<b>Non-Profit (501C) Organization Use:</b>	
Usage limited to one weekend per month	\$20.00 per hour
Kitchen Use (includes plate ware)	\$50.00 additional
Cleaning/damage deposit	\$200.00
Cancellation Fee	\$25.00
Key Deposit	\$50.00
<b>POLICE DEPARTMENT</b>	
Animal License (issued at City Hall)	As per King County Ordinance
Fingerprinting	\$10.00 per card
<b>Dealer Employee Fingerprints:</b>	
Electronic Transmittal	\$21.00
Paper Mail-In	\$58.00
<b>Commitment Fees:</b>	
Contract	\$120.00 per day payable in advance
Non-Contract	\$140.00 per day payable in advance
Self-Commit	\$150.00 per day payable in advance
Administrative Booking Fee	\$50.00
<b>Concealed Pistol License:</b>	
Original	\$48.00*
Renewal	\$32.00*
Charge for late renewal	\$42.00*
Replacement	\$10.00*
Process Service	\$20.00
<b>Miscellaneous Fees:</b>	
Photocopying	See: Miscellaneous Fees
Duplication of Photographs	See: Miscellaneous Fees
Audio and Video Tape Reproduction	See: Miscellaneous Fees
Scanned Documents	See: Miscellaneous Fees
Body-Worn Camera Video/Audio Redaction and Copying	\$1.00 per minute
Miscellaneous Review (Immigration checks, VISA letter, etc)	\$10.00

Police Impound Storage	\$40.00 per day	
*As authorized under RCW 9.41.070 and future amendemnts		
<b>PUBLIC WORKS DEPARTMENT</b>		
<b>REVIEW AND INSPECTIONS</b>		
The costs of City review and inspection of infrastructure improvements including but not limited to sanitary sewer, water lines, pump station, street and storm water design		
City Staff review/inspection (engineer)	\$164.93 per hour (1 hr minimum charge)	
City Staff review/inspection (technician)	\$146.07 per hour (1 hr minimum charge)	
Consultant review/inspection/testing	Cost to the City plus \$25.00 per invoice	
Right-of-way vacation	\$300.00	
Inspections outside of normal business hours	\$192.46 per hour (2 hr minimum charge)	
<b>GAS UTILITY</b>		
<b>Gas Monthly Fees</b>		
Natural Gas is billed monthly. Charges include base charge of <b>\$13.15</b> base charge for residential accounts. Commercial account base charge per month is based on meter class. The volume charge is <b>\$1.3326</b> per therm for residential customers and <b>\$1.2793</b> per therm for commercial customers. Rates include a 6% municipal utility tax. Low income rate base charge of \$9.21 and the volume charge is \$.9328 per therm for residential customers.		
<b>Charge Type - Class</b>	<b>Residential</b>	<b>Commercial</b>
<b>Base Charge</b>	\$13.15	<b>**See below</b>
250		\$19.70
425		\$25.48
880		\$37.07
1M-7M		\$92.66
7.1M+		\$150.58
<b>Charge Type for Services Connected</b>	<b>On or Prior to 07/25/2021</b>	<b>After <del>to</del> 07/25/2021</b>
Climate Commitment Act Charge - <del>Chg</del> per ccf	<del>\$0.0504</del> <u>\$0.0669</u>	<del>\$0.2164</del> <u>\$0.3369</u>
<b>Gas Account Deposit for Rentals:</b>		
Commercial	1/6 of annual amount billed for same or similar account	
Residential Utility Deposits	1/6 of annual amount billed for same or similar account (if property owner is unwilling to sign a guarantee of	
Customer requested temporary turn off and subsequent turn on	\$50.00	
Removal/Reset gas meter	\$200.00	
All work performed after hours	Minimum charge of two hours labor at time and one-half, double time on Sundays	
<b>Meter Deposit Fee for New Services:</b>		
250 size meter	\$591.91	
425 size meter	\$1,219.62	
630 size meter	\$2,197.97	
1000 size meter	\$2,478.40	
> 1000 size meter	\$ cost plus 10%	
<b>Annual Adjustment:</b>		
Each year there will be an automatic annual gas rate charge adjustment based on the Seattle indices identified in the EMC as well as the adjustments identified in the city utility rate studies.		
<b>SEWER UTILITY</b>		
<b>Sewer Base Charge</b>	<b>Per Month</b>	
Effective January 1, 2026, the sewer base charge per month for all customer classes shall be \$30.06, except multifamily and mobile home customers shall be charged \$5.70 per dwelling unit with a minimum of \$30.06.		
<b>Volume charge:</b>		
Shall be \$8.94 per hundred cubic feet		
<b>Surcharge for outside City connections:</b>		

Rate Surcharge	1.5 times the rate charged inside City Limits	
<b>Capital Facilities Charge</b>		
Per equivalent residential unit (ERU) shall be due and payable	\$10,242.00	
<b>Side Sewer:</b>		
Permit fee (includes review, one inspection & as-built plan)	\$400.00	
Re-inspection fee	\$175.00 each	
<b>Annual Adjustment:</b>		
Each year there will be an automatic annual sewer rate and capital facilities charge adjustment based on the Seattle indices identified in the EMC as well as the adjustments identified in the city utility rate studies.		
<b>SOLID WASTE RESIDENTIAL GARBAGE, RECYCLE &amp; YARDWASTE COLLECTION</b>		
These rates apply to single-family dwellings and duplexes where a wheeled cart will adequately serve the customer based upon weekly pickup:		
<b>Garbage</b>	<b>Monthly Fee</b>	
Garbage 20-gallon Mini Cart	\$36.04	
Garbage 32-gallon Cart	\$39.93	
Garbage 64-gallon Cart	\$50.26	
Garbage 96-gallon Cart	\$60.61	
<b>Extra Garbage</b>	<b>Per Pick up/each</b>	
Extra Garbage - 20 Gallon Bag/Can/Cart	\$4.93	
Extra Garbage - 32 Gallon Bag/Can/Cart	\$5.83	
Extra Garbage - 64 Gallon Bag/Can/Cart	\$8.21	
Extra Garbage - 96 Gallon Bag/Can/Cart	\$10.60	
<b>Recycle</b>		
96-gallon cart 1x EOW	Included	
96-gallon cart 1x EOW Additional Cart	\$14.69	
<b>Yardwaste</b>		
96-gallon cart 1x EOW	\$17.17	
96-gallon cart 1x EOW Additional Cart	\$17.17	
Extra 45-gallon bag/can	\$7.37/per bag/can	
<b>COMMERCIAL GARBAGE, RECYCLE &amp; YARDWASTE COLLECTION RATES</b>		
Rates apply to all customer classes & Types other than single-family dwellings & duplexes where a wheeled cart will adequately serve the customer based upon weekly pickup:		
<b>Garbage Size of Container</b>	<b>Frequency of pick-up</b>	<b>Monthly Fee</b>
20-Gal Mini Cart	1 x per week	\$21.36
32 Gallon Cart	1 x per week	\$25.24
64 Gallon Cart	1 x per week	\$35.59
96 Gallon Cart	1 x per week	\$45.92
1.5 cubic yd	1 x per week	\$197.33
	2 x per week	\$394.65
	3 x per week	\$591.98
	4 x per week	\$789.30
	5 x per week	\$986.63
3 cubic yd	1 x per week	\$386.73
	2 x per week	\$773.47
	3 x per week	\$1,160.20
	4 x per week	\$1,546.94
	5 x per week	\$1,933.67
4 cubic yd	1 x per week	\$505.13
	2 x per week	\$1,010.25
	3 x per week	\$1,515.37

	4 x per week	\$2,020.50
	5 x per week	\$2,525.62
6 cubic yd	1 x per week	\$741.90
	2 x per week	\$1,483.81
	3 x per week	\$2,225.70
	4 x per week	\$2,967.61
	5 x per week	\$3,709.51
8 cubic yd	1 x per week	\$967.53
	2 x per week	\$1,936.32
	3 x per week	\$2,904.48
	4 x per week	\$3,872.65
	5 x per week	\$4,840.80
<b>Extra Garbage</b>	<b>Frequency of pick-up</b>	<b>Per Pick up/each</b>
20 Gallon Bag/Can/Cart	Per Pick up	\$4.93
32 Gallon Bag/Can/Cart	Per Pick up	\$5.83
64 Gallon Bag/Can/Cart	Per Pick up	\$8.21
96 Gallon Bag/Can/Cart	Per Pick up	\$10.61
1 yd	Additional P/U as requested	\$32.88/1 yard
1 yd	Lid not closed/extra unit	\$32.88/1 yard
<b>Recycle</b>		
96-gallon cart 1x EOW	Included	
96-gallon cart 1x EOW Additional Cart	\$14.69	
<b>Yardwaste</b>		
96-gallon cart 1x EOW	\$17.17	
96-gallon cart 1x EOW Additional Cart	\$17.17	
Extra 45-gallon bag/can	\$7.37 ea	
<b>Temporary 30-day dumpster rental Size of Container</b>	<b>Frequency of pick-up</b>	<b>Monthly Fee</b>
Garbage 1.5yd – 8yd	Cost includes Initial Delivery/Removal	\$99.94
Garbage 1.5yd – 8yd	As requested	\$32.88/1yd
<b>OTHER SOLID WASTE UTILITY FEES</b>		
32/64/96-gallon recycling cart, one-time mandatory fee for new accounts or a replacement fee if the damage to the cart is caused by misuse or negligence	\$97.52/cart (collected at the time of the building permit issuance on new single-family homes/mobile homes/ADA) or a replacement fee if the damage to the cart is caused by misuse or negligence and is beyond repair	
96-gallon yardwaste cart, one-time mandatory fee for new accounts or a replacement fee if the damage to the cart is caused by misuse or negligence	\$97.52/cart (collected at the time of the building permit issuance on new single-family homes/mobile homes/ADA) or a replacement fee if the damage to the cart is caused by misuse or negligence and is beyond repair	
20/32/64/96-gallon garbage cart, one-time mandatory fee for new accounts or change in service or a replacement fee if the damage to the cart is caused by misuse or negligence	\$97.52/cart (collected at the time of the building permit issuance on new single-family homes/mobile homes/ADA) or a replacement fee if the damage to the cart is caused by misuse or negligence and is beyond repair	
Tampering Fee - 20/32-gallon garbage cart (per EMC 8.12.180) The removal of 20 gallon liner from 32 gallon cart		\$60.64
Redelivery Fee Garbage/Recycle/Yardwaste fee will apply if completed within a 12-month period of canceled service.		\$78.00

Container/Cart Exchange Fee. One time change of container size for free. 2nd change and thereafter the fee will apply if completed within a 12-month period.			\$36.40
<b>Annual Adjustment:</b>			
Each year there will be an automatic annual solid waste rate charge adjustment based on the Seattle indices identified in the EMC as well as the adjustments identified in the city utility rate studies.			
<b>Stormwater</b>			
<b>Property Classification</b>	<b>Rate</b>	<b>Frequency</b>	
Single Family Detached Residential Property	\$12.32	Per Month	
Other Developed Property	\$12.32	Per *ESU per Month 1.0 ESU Minimum	
(1 ESU equals 3,200 square feet of impervious surface)			
<b>Annual Adjustment:</b>			
January 1st of each year there is an automatic annual stormwater rate charge adjustment for inflation by the Consumer Price Index (CPI-U) based on the Seattle indices.			
<b>STREETS</b>			
<b>Right-of-Way Construction Permit:</b>			
Permit fee (includes 1 hour review and one inspection) Minimum 1 hour non-refundable plan review fee once review has started			\$292.14
Re-inspection fees	\$146.07 per hour		
Performance guarantee for restoration	Minimum \$300 cash deposit or as required per EMC 12.18.065		
Consultant review/inspection/testing	Cost to the City plus \$25.00 per invoice		
Right-of-Way Use Permit	\$120.00 \$60.00 Additional Fee: \$75.00 0-100 sq ft \$150.00 101-200 sq ft \$225.00 201-300 sq ft \$100.00 for each 100 sq ft thereafter*		
Street sweeping and vector cleaning fee	Actual time plus disposal costs, with 1-hour minimum		
<b>WATER UTILITY</b>			
The base charge for all customer classes per meter per month and the volume charges for each customer class per 100 cubic feet (CCF) are fixed as follows:			
<b>Base Charge up to</b>	<b>Inside City Limits</b>	<b>Outside City Limits</b>	
3/4"	\$16.70	\$25.07	
3/4" LI	\$11.71	\$17.56	
1" & 1-1/4"	\$22.48	\$33.73	
1-1/2"	\$32.08	\$48.14	
2"	\$43.65	\$65.46	
3"	\$74.76	\$112.14	
4"	\$109.42	\$164.11	
6"	\$205.57	\$308.39	
8"	\$321.00	\$481.50	
<b>WATER USE/CCF</b>	<b>Inside City Limits</b>	<b>Outside City Limits</b>	
Residential - Block 1 (0-8)	\$2.33	\$3.51	
Residential - Block 2 (8-20)	\$3.09	\$4.66	
OVER 20 CCF Residential - Block 3 (20+)	\$3.87	\$5.77	
Multi-family Residential	\$2.31	\$3.47	
Commercial	\$2.89	\$4.35	

Agricultural	\$1.76	\$2.61
Res LI - Block 1	\$1.63	\$2.46
Any building using city water for automatic sprinkler system for fire protection shall pay annually for the service by size of the supply line as follows:		
<b>Supply Line Size</b>	<b>Inside City Limits</b>	<b>Outside City Limits</b>
2-inch or less	\$31.01	\$70.33
3-inch	\$56.60	\$121.34
4-inch	\$85.50	\$178.84
6-inch	\$164.99	\$338.41
8-inch or more	\$261.33	\$529.90
<b>Customer Demand</b>	<b>Inside City Limits</b>	<b>Outside City Limits</b>
Equivalent Residential Unit - Per each ERU	\$6,793.00	\$16,305.00
<b>Meter Size - Meter Capacity</b>	<b>Inside City Limits</b>	<b>Outside City Limits</b>
5/8in x 3/4-in 1.0	\$6,793.00	\$16,305.00
1-inch 2.5	\$16,983.00	\$40,763.00
1-1/2 inch 5.0	\$33,965.00	\$81,525.00
2-inch 8.0	\$54,344.00	\$130,440.00
3-inch 16.0	\$108,688.00	\$260,880.00
4-inch 25.0	\$169,825.00	\$407,625.00
6-inch 50.0	\$339,650.00	\$815,250.00
8-inch 80.0	\$543,440.00	\$1,304,400.00
<b>Meter Setting Charge Where Service Already Installed to City Standard:</b>		
Revenue and deduct meters, all sizes	Cost of meter plus 10% and \$75 installation fee	
<b>Other New Services:</b>		
5/8"	\$500.00 Deposit Due at time of service order plus all charges for actual time and materials payable before turn on	
1"	\$700.00 Deposit	
1-1/2" & 2"	\$1,500.00 Deposit	
All other meter sizes	Amount due for the estimated time and materials at time of service order. Balance will be adjusted or invoiced on completion	
<b>Annual Adjustment:</b>		
Each year there will be an automatic annual water rate charge adjustment based on the Seattle indices identified in the EMC as well as the adjustments identified in the city utility rate studies.		
<b>Other Fees:</b>		
Certificate of Water Availability		\$75.00
Fire Flow Tests	\$100.00 Deposit plus time and materials	
Unauthorized Turn-on Penalty/Tampering		\$100.00
Meter Testing Charge	Time and materials cost	
Mailing reminder notices to customers that have not provided acceptable proof of the annual testing of backflow prevention assemblies	\$35.00 for each additional notice mailed	
Mailing reminder notices to customers who did not install backflow prevention assemblies as required by the city	\$35.00 for each additional notice mailed	
All work performed after hours	Minimum charge of two hours labor at time and one-half, double time on Sundays	
Bulk water truck filling and hydrant meter rental permits	\$200.00 w/ measured volume billed at current inside City commercial rate	

Deposit for rental of hydrant meter and/or H2O Neutralizer device	\$2,200.00 deposit for each device upon return of meter, the city will apply the deposit towards a \$200 permit fee. \$25 per week rental, plus the water consumption charges invoiced at current rate.
Remove/re-install water meters	\$100.00
<b>MISCELLANEOUS UTILITY</b>	
Transfer of account	\$5.00
Interest rate on delinquent accounts	1% per month
Unpaid account turn-off penalty	\$25.00
Unpaid connection charge turn-off penalty	\$25.00
Turn on after hours	\$85.00
Mailed turn-off notice	\$20.00
Door Hanger hand delivered turn-off notice (waived if payment is received prior to shut-off date)	\$20.00
<b>GRADING PERMITS (reviewed by Engineering Department)</b>	
<b>Volume Range (Cubic yards)</b>	<b>Fee</b>
99 or less	No fee
100 to 1,000	\$300.00 + \$50.00 per extra 100 cubic yards, plus plan review fee
1,001 to 10,000	\$750.00 + \$150.00 per extra 1,000 cubic yards, plus plan review fee
10,001 to 100,000	\$2100 + \$150.00 per extra 10,000 cubic yards, plus plan review fee
<b>OTHER RELATED GRADING PERMITS</b>	
Plan Review Fee	\$164.93 per hour (1 hr minimum charge)
Inspection outside of normal business hours	\$192.46 per hour (2 hr minimum charge)
Re-inspection Fee	\$146.07 per hour (1 hr minimum charge)
Inspections for which no fee is specifically indicated	\$146.07 per hour (1 hr minimum charge)
For the use of outside consultants for review and inspection or both	Actual cost - Actual cost includes administrative and overhead costs
Additional review required by changes, additions, or revisions to approved plans	\$164.93 per hour (1 hr minimum charge)
For work commenced without first obtaining authorization of permit or both	Fee equal to the permit amount shall be paid along with the permit cost prior to a permit being issued



**Small Business Center**  
 417 Ramsay Way, Suite 112  
 Kent, WA 98032-4501  
*smallbusinesscenter@greenriver.edu*  
 (253) 520-6260

### Enumclaw Business Development Report: OCT – DEC 2025

ENUMCLAW	1 <sup>st</sup> QTR	2 <sup>nd</sup> QTR	3 <sup>rd</sup> QTR	4 <sup>th</sup> QTR	CONTRACT HOURS
	January - March	April - June	July - September	October - December	
<b>Clients Served*</b>	3	2	5	3	
<b>Counseling Hours**</b>	7.33	9.92	15.92	15.58	
<b>Training / Workshop Hours<sup>3</sup></b>	9.5	1.50	0.00	1.50	
<b>TOTAL HOURS</b>	<b>16.83</b>	<b>11.42</b>	<b>15.92</b>	<b>17.08</b>	N/A

**PLEASE NOTE:**

<sup>1</sup> The number for **Clients Served** only represents unique clients for the quarter and does not include the number of multiple meetings with the unique client.

<sup>2</sup> **Counseling Hours** include both individual client meetings and preparation time.

<sup>3</sup> **Training / Workshop Hours** include the total number of class and/or workshop hours offered.

## COUNSELING HOURS

Session Date	NAICS Code & Business Type / Session Topic	Hours (Session + Prep Time)
10/08/25	541990 - All Other Professional, Scientific, and Technical Services / Government Contracting	1.00
10/22/25	458110 - Clothing and Clothing Accessories Retailers / Buy/Sell Business	2.00
10/23/25	611699 - All Other Miscellaneous Schools and Instruction / Business Plan Development	3.00
10/28/25	541990 - All Other Professional, Scientific, and Technical Services / Government Contracting	1.00
10/29/25	541990 - All Other Professional, Scientific, and Technical Services / Government Contracting	0.08
11/05/25	541990 - All Other Professional, Scientific, and Technical Services / Government Contracting	0.33
11/13/25	541990 - All Other Professional, Scientific, and Technical Services / Government Contracting	1.67
11/14/25	541990 - All Other Professional, Scientific, and Technical Services / Government Contracting	0.25
11/18/25	458110 - Clothing and Clothing Accessories Retailers / Buy/Sell Business	2.00
11/20/25	541990 - All Other Professional, Scientific, and Technical Services / Government Contracting	1.50
12/02/25	541990 - All Other Professional, Scientific, and Technical Services / Government Contracting	1.00
12/05/25	541990 - All Other Professional, Scientific, and Technical Services / Government Contracting	0.25
12/17/25	541990 - All Other Professional, Scientific, and Technical Services / Government Contracting	1.50

## GROUP ANALYSIS BY SIZE

Report R03

1711 Enumclaw

Run Date: 02/02/2026

Sales Tax Data

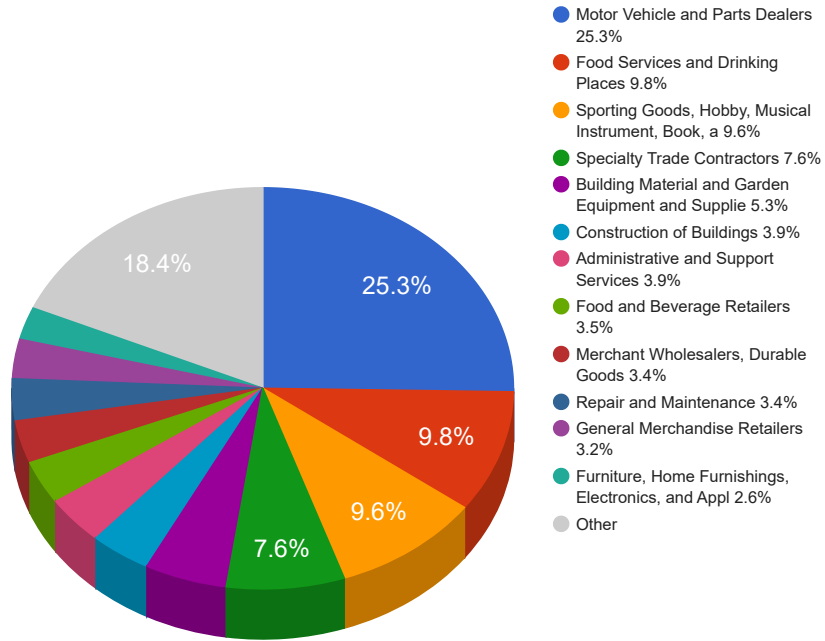
Current Period: 202511 Cash Basis, Revenue Amounts

Group	Name	Current Period			Year to Date			Last 12 Months
		This Year	Last Year	% Chg	This Year	Last Year	% Chg	
441	Motor Vehicle and Parts Dealers	93,435	78,206	19.5	93,435	78,206	19.5	1,121,869
722	Food Services and Drinking Places	33,336	32,721	1.9	33,336	32,721	1.9	436,741
459	Sporting Goods, Hobby, Musical Instrument, Book, a	38,974	37,075	5.1	38,974	37,075	5.1	426,566
238	Specialty Trade Contractors	34,295	20,577	66.7	34,295	20,577	66.7	336,744
444	Building Material and Garden Equipment and Supplie	16,307	13,750	18.6	16,307	13,750	18.6	236,099
236	Construction of Buildings	12,597	18,102	-30.4	12,597	18,102	-30.4	174,493
561	Administrative and Support Services	15,076	13,768	9.5	15,076	13,768	9.5	172,042
445	Food and Beverage Retailers	11,178	11,492	-2.7	11,178	11,492	-2.7	155,155
423	Merchant Wholesalers, Durable Goods	10,812	10,260	5.4	10,812	10,260	5.4	152,236
811	Repair and Maintenance	11,243	7,948	41.5	11,243	7,948	41.5	149,799
455	General Merchandise Retailers	10,537	9,654	9.1	10,537	9,654	9.1	140,772
449	Furniture, Home Furnishings, Electronics, and Appl	9,893	9,044	9.4	9,893	9,044	9.4	116,303
458	Clothing, Clothing Accessories, Shoe, and Jewelry	8,923	8,939	-0.2	8,923	8,939	-0.2	88,259
541	Professional, Scientific, and Technical Services	6,199	8,281	-25.1	6,199	8,281	-25.1	87,708
517	Telecommunications	6,661	6,889	-3.3	6,661	6,889	-3.3	75,695
457	Gasoline Stations and Fuel Dealers	5,452	4,737	15.1	5,452	4,737	15.1	69,102
513	Publishing Industries	7,187	7,280	-1.3	7,187	7,280	-1.3	61,447
000		3,126	2,073	50.8	3,126	2,073	50.8	59,644
456	Health and Personal Care Retailers	4,642	4,565	1.7	4,642	4,565	1.7	58,883
237	Heavy and Civil Engineering Construction	-866	1,678	-151.6	-866	1,678	-151.6	41,846
532	Rental and Leasing Services	3,413	2,553	33.7	3,413	2,553	33.7	40,704
424	Merchant Wholesalers, Nondurable Goods	2,163	2,075	4.3	2,163	2,075	4.3	26,192
812	Personal and Laundry Services	1,798	1,407	27.8	1,798	1,407	27.8	25,692
519	Web Search Portals, Libraries, Archives, and Other	2,200	1,822	20.7	2,200	1,822	20.7	24,312
492	Couriers and Messengers	1,834	1,544	18.8	1,834	1,544	18.8	20,785
622	Hospitals	511	599	-14.6	511	599	-14.6	19,308
522	Credit Intermediation and Related Activities	1,037	890	16.5	1,037	890	16.5	17,731
713	Amusement, Gambling, and Recreation Industries	771	376	105.2	771	376	105.2	17,008
518	Computing Infrastructure Providers, Data Processin	1,013	1,025	-1.2	1,013	1,025	-1.2	13,412
516	Broadcasting and Content Providers	1,528	1,076	42.0	1,528	1,076	42.0	12,844
999		732	258	183.6	732	258	183.6	12,772
524	Insurance Carriers and Related Activities	219	95	131.5	219	95	131.5	12,675
621	Ambulatory Health Care Services	351	633	-44.4	351	633	-44.4	8,482
488	Support Activities for Transportation	468	724	-35.3	468	724	-35.3	8,358
562	Waste Management and Remediation Services	905	110	723.8	905	110	723.8	6,672
327	Nonmetallic Mineral Product Manufacturing	311	344	-9.5	311	344	-9.5	6,566
323	Printing and Related Support Activities	530	634	-16.3	530	634	-16.3	6,078
332	Fabricated Metal Product Manufacturing	89	105	-14.7	89	105	-14.7	6,066
312	Beverage and Tobacco Product Manufacturing	488	386	26.3	488	386	26.3	5,782
813	Religious, Grantmaking, Civic, Professional, and S	318	810	-60.7	318	810	-60.7	5,445
111	Crop Production	514	439	17.2	514	439	17.2	5,187
221	Utilities	195	437	-55.3	195	437	-55.3	4,460
339	Miscellaneous Manufacturing	-5,174	99	-5,303.8	-5,174	99	-5,303.8	4,228

337	Furniture and Related Product Manufacturing	538	461	16.7	538	461	16.7	3,858
334	Computer and Electronic Product Manufacturing	79	51	54.6	79	51	54.6	3,617
611	Educational Services	162	99	63.0	162	99	63.0	3,488
721	Accommodation	162	156	4.0	162	156	4.0	2,395
512	Motion Picture and Sound Recording Industries	356	7	4,734.7	356	7	4,734.7	2,365
711	Performing Arts, Spectator Sports, and Related Ind	57	17	224.2	57	17	224.2	1,886
531	Real Estate	76	52	47.2	76	52	47.2	1,813
112	Animal Production and Aquaculture	57	242	-76.4	57	242	-76.4	1,721
484	Truck Transportation	66	1,231	-94.6	66	1,231	-94.6	1,676
321	Wood Product Manufacturing	139	229	-39.3	139	229	-39.3	1,485
333	Machinery Manufacturing	293	290	0.8	293	290	0.8	1,332
335	Electrical Equipment, Appliance, and Component Man	36	85	-57.2	36	85	-57.2	1,250
325	Chemical Manufacturing	85	80	5.6	85	80	5.6	1,214
922	Justice, Public Order, and Safety Activities	156	227	-31.2	156	227	-31.2	943
212	Mining (except Oil and Gas)	35	85	-58.0	35	85	-58.0	906
425	Wholesale Trade Agents and Brokers	73	75	-2.7	73	75	-2.7	886
113	Forestry and Logging	50	91	-45.6	50	91	-45.6	795
924	Administration of Environmental Quality Programs	59	0	148,325.0	59	0	148,325.0	648
336	Transportation Equipment Manufacturing	38	50	-24.2	38	50	-24.2	614
921	Executive, Legislative, and Other General Governme	7	0	0	7	0	0	552
331	Primary Metal Manufacturing	10	0	0	10	0	0	532
311	Food Manufacturing	24	34	-30.4	24	34	-30.4	460
322	Paper Manufacturing	21	15	36.8	21	15	36.8	434
316	Leather and Allied Product Manufacturing	28	31	-7.6	28	31	-7.6	411
326	Plastics and Rubber Products Manufacturing	3	1	125.6	3	1	125.6	382
315	Apparel Manufacturing	30	29	4.3	30	29	4.3	370
523	Securities, Commodity Contracts, and Other Financi	68	77	-12.3	68	77	-12.3	356
314	Textile Product Mills	0	14	-96.4	0	14	-96.4	204
313	Textile Mills	39	24	60.0	39	24	60.0	194
115	Support Activities for Agriculture and Forestry	0	0	-100.0	0	0	-100.0	159
624	Social Assistance	13	2	784.2	13	2	784.2	151
551	Management of Companies and Enterprises	10	72	-85.5	10	72	-85.5	140
213	Support Activities for Mining	71	0	0	71	0	0	132
533	Lessors of Nonfinancial Intangible Assets (except	3	7	-52.9	3	7	-52.9	107
926	Administration of Economic Programs	8	2	396.2	8	2	396.2	48
491	Postal Service	5	0	1,878.6	5	0	1,878.6	36
525	Funds, Trusts, and Other Financial Vehicles	0	3	-100.0	0	3	-100.0	23
493	Warehousing and Storage	12	0	0	12	0	0	22
482	Rail Transportation	0	1	-93.1	0	1	-93.1	15
324	Petroleum and Coal Products Manufacturing	0	0	0	0	0	0	15
712	Museums, Historical Sites, and Similar Institution	0	0	0	0	0	0	4
923	Administration of Human Resource Programs	0	0	0	0	0	0	3
623	Nursing and Residential Care Facilities	0	0	0	0	0	0	1
114	Fishing, Hunting and Trapping	0	0	0	0	0	0	1
Total	19,428 Accounts	358,091	329,318	8.7	358,091	329,318	8.7	4,509,808

NOTE: YTD column includes returns from 202511 to 202511

Last 12 Months by Group



# Status Report

City of Enumclaw Community Development- January 2026

ID #	SUB TYPE	CONTACT	ADDRESS	APPLIED	ISSUED	EXPIRES	FINALED
<b>APPROVED</b>							
BUS2021-0338	BUSINESS LICENSE	JAMES KING ROOFING LLC		11/22/2021	01/14/2026		
BUS2022-0302	BUSINESS LICENSE	ATHENAS GRILL	851 STEVENSON AVE, ENUMCLAW	09/23/2022	01/14/2026		
BUS2023-0034	BUSINESS LICENSE	DBA JEFF IUNKER WEALTH MANAG	1231 GRIFFIN AVE, ENUMCLAW	01/24/2023	01/13/2026		
BUS2023-0054	BUSINESS LICENSE	DBA SUPERIOR FENCE & RAIL LLC		02/09/2023	01/27/2026		
BUS2023-0285	BUSINESS LICENSE	DRAIN-PRO INC		08/29/2023	01/14/2026		
BUS2024-0049	BUSINESS LICENSE	CLEAR LINE DRAFT SERVICE LLC		01/30/2024	01/20/2026		
BUS2024-0293	BUSINESS LICENSE	PEOPLEREADY, INC.		08/19/2024	01/29/2026		
BUS2025-0100	BUSINESS LICENSE	GUILTY OF TREESON LLC		03/06/2025	01/14/2026		
BUS2025-0129	BUSINESS LICENSE	DBA CSI PETROLEUM CONSTRUCT		03/27/2025	01/27/2026		
BUS2025-0147	BUSINESS LICENSE	DBA DIPPY'S ICE CREAM		04/02/2025	01/14/2026		
BUS2025-0383	BUSINESS LICENSE	RIEDMANN ENTERPRISES LLC		09/26/2025	01/20/2026		
BUS2025-0496	HOME OCCUPATION	RAIN CITY CONCRETE SERVICES L	1816 FLORENCE ST, ENUMCLAW	12/26/2025	01/13/2026		
BUS2025-0497	HOME OCCUPATION	KRANC ENTERPIRSES LLC	1258 MCKINLEY ST, ENUMCLAW	12/29/2025	01/07/2026		
BUS2026-0001	BUSINESS LICENSE	DBA KAYLEES HAIR DESIGN	1409 GRIFFIN AVE, ENUMCLAW	01/02/2026	01/13/2026		
BUS2026-0002	BUSINESS LICENSE	ARC ELECTRICAL SERVICES LLC		12/29/2025	01/07/2026		
BUS2026-0003	BUSINESS LICENSE	PLUMBING PRO'S LLC		12/29/2025	01/07/2026		
BUS2026-0004	BUSINESS LICENSE	DBA WHIMSICAL WAGS AND WHISK		11/17/2025	01/07/2026		
BUS2026-0005	BUSINESS LICENSE	ONE PLUS SOLUTIONS LLC		01/05/2026	01/07/2026		
BUS2026-0006	BUSINESS LICENSE	MELISSA REID		01/05/2026	01/07/2026		
BUS2026-0007	BUSINESS LICENSE	DBA IRON & OAK VINTAGE CO	1501 COLE ST, ENUMCLAW	01/05/2026	01/20/2026		
BUS2026-0008	HOME OCCUPATION	DBA REBECCAS CREATIONS	42608 264TH AVE SE, ENUMCLAW	01/06/2026	01/20/2026		
BUS2026-0009	BUSINESS LICENSE	DBA IVY NAILS & SPA	1740 WATSON ST N, ENUMCLAW	01/07/2026	01/20/2026		
BUS2026-0010	HOME OCCUPATION	RENARD MCGILLEN LLC	3372 PHILLIPS AVE, ENUMCLAW	01/07/2026	01/26/2026		
BUS2026-0011	HOME OCCUPATION	OLIN GROUP LLC	1614 FLORENCE ST, ENUMCLAW	01/12/2026	01/26/2026		

ID #	SUB TYPE	CONTACT	ADDRESS	APPLIED	ISSUED	EXPIRES	FINALED
BUS2026-0012	BUSINESS LICENSE	320 WELLNESS LLC		01/08/2026	01/14/2026		
BUS2026-0013	BUSINESS LICENSE	SAFE RESTRAINTS INC		01/05/2026	01/14/2026		
BUS2026-0014	BUSINESS LICENSE	JMS ROOFING AND REMODEL INC		01/13/2026	01/15/2026		
BUS2026-0015	BUSINESS LICENSE	PIECE OF MIND HOME COMFORT LI		01/08/2026	01/15/2026		
BUS2026-0016	BUSINESS LICENSE	OLD GROWTH SOLUTIONS LLC		01/08/2026	01/15/2026		
BUS2026-0017	BUSINESS LICENSE	DBA PLATEAU ELECTRIC	702 BATTERSBY AVE #104, ENUMCL	01/14/2026	01/26/2026		
BUS2026-0018	BUSINESS LICENSE	GOOD FELLERS HOME REPAIR LLC		01/14/2026	01/20/2026		
BUS2026-0019	BUSINESS LICENSE	APB EXECUTIVE SECURITY SERVIC		01/20/2026	01/20/2026		
BUS2026-0020	SOLICITORS AND MOBILE VENDOF	NATIONAL TEAM SPORTS	250 ROOSEVELT AVE, ENUMCLAW	01/26/2026	01/27/2026	06/30/2026	
BUS2026-0022	BUSINESS LICENSE	SAEN TREE REMOVAL SERVICES LI		01/20/2026	01/27/2026		
BUS2026-0023	BUSINESS LICENSE	VR EVENTS & RENTALS LLC		01/20/2026	01/27/2026		
BUS2026-0024	BUSINESS LICENSE	HANSEN DRILLING LLC		01/20/2026	01/27/2026		
BUS2026-0025	BUSINESS LICENSE	DEEP WATER PLUMBING LLC		01/21/2026	01/27/2026		
BUS2026-0026	BUSINESS LICENSE	DBA PROPERTY CREW NORTHWES		01/22/2026	01/27/2026		
BUS2026-0027	BUSINESS LICENSE	BOSCO CONSTRUCTION LLC		01/23/2026	01/27/2026		
BUS2026-0028	BUSINESS LICENSE	READY REBOUND INC		01/27/2026	01/27/2026		
BUS2026-0029	BUSINESS LICENSE	ZAYO GROUP LLC		01/26/2026	01/27/2026		
BUS2026-0030	BUSINESS LICENSE	D'S DONUTS LLC		01/09/2026	01/30/2026		
BUS2026-0031	BUSINESS LICENSE	A Z CONSTRUCTION & GENERAL CO		01/21/2026	01/30/2026		
BUS2026-0032	BUSINESS LICENSE	PUGET POWER ELECTRIC LLC		01/26/2026	01/30/2026		
BUS2026-0033	BUSINESS LICENSE	PEAK AERO LLC		01/27/2026	01/30/2026		
BUS2026-0034	BUSINESS LICENSE	GREAT NORTHWEST EXCAVATION I		01/27/2026	01/30/2026		
BUS2026-0035	BUSINESS LICENSE	ROOFSCAPES N.W. INC		01/28/2026	01/30/2026		

**Total: 47**

## FINAL

BLD2025-0366	RESI-MECH-ADDI	ALLRED HEATING COOLING ELECTRI	42602 268TH AVE SE, ENUMCLAW	11/13/2025	01/12/2026	07/12/2026	01/13/2026
BLD2025-0398	RESI-BUIL-ALTE	SUE+GEORGE TERHAAR	2757 ROOSEVELT AVE #A-2, ENUMC	12/30/2025	01/05/2026	07/26/2026	01/27/2026
BLD2026-0011	COMM-RE-R-REPA	ZEKES ROOFING LLC	2229 JENSEN ST, ENUMCLAW	01/13/2026	01/16/2026	07/26/2026	01/27/2026
BLD2026-0013	RESI-PLUM-REPA	ZACHARY & MEKENZIE JONES	1033 BERILLA DR, ENUMCLAW	01/16/2026	01/20/2026	07/26/2026	01/27/2026

ID #	SUB TYPE	CONTACT	ADDRESS	APPLIED	ISSUED	EXPIRES	FINALED
BLD2026-0020	RESI-MECH-ALTE	TREATS HEATING & COOLING	1443 FLORENCE ST, ENUMCLAW	01/21/2026	01/22/2026	08/03/2026	02/04/2026
<b>Total:</b>							<b>5</b>

**ISSUED**

ARU2023-0001	RIGHT-OF-WAY ANNUAL USE	FRED'S TOWING, LLC	209 RAINIER AVE, ENUMCLAW	12/06/2023	01/01/2026	12/31/2026	
ARU2024-0001	RIGHT-OF-WAY ANNUAL USE	THE DUSTY SHELF BOOKSTORE	1456 COLE ST, ENUMCLAW	06/17/2024	01/01/2026	12/31/2026	
ARU2024-0002	RIGHT-OF-WAY ANNUAL USE	RAINIER BAR AND GRILL	1623 COLE ST, ENUMCLAW	06/12/2015	01/01/2026	12/31/2026	
ARU2024-0003	RIGHT-OF-WAY ANNUAL USE	THE MINT	1608 COLE ST, ENUMCLAW	07/02/2015	01/01/2026	12/31/2026	
ARU2024-0004	RIGHT-OF-WAY ANNUAL USE	IL SICILANO LLC	1118 MYRTLE AVE, ENUMCLAW	04/13/2016	01/01/2026	12/31/2026	
ARU2024-0005	RIGHT-OF-WAY ANNUAL USE	DBA FRANCISCAN ST ELIZABETH H	1455 BATTERSBY AVE, ENUMCLAW	07/12/2010	01/06/2026	12/31/2026	
ARU2024-0006	RIGHT-OF-WAY ANNUAL USE	MUTUAL OF ENUMCLAW	1460 WELLS ST, ENUMCLAW	09/01/1991	01/01/2026	12/31/2026	
ARU2024-0007	RIGHT-OF-WAY ANNUAL USE	MUTUAL OF ENUMCLAW	1460 WELLS ST, ENUMCLAW	03/01/1991	01/01/2026	12/31/2026	
ARU2024-0008	RIGHT-OF-WAY ANNUAL USE	US BANK CORPORATE REAL ESTAT	955 COLE ST, ENUMCLAW	02/03/1995	01/01/2026	12/31/2026	
ARU2024-0009	RIGHT-OF-WAY ANNUAL USE	SEND RENEWALS HERE: AECOM	680 GRIFFIN AVE, ENUMCLAW	06/30/2009	01/01/2026	12/31/2026	
ARU2024-0010	RIGHT-OF-WAY ANNUAL USE	PHILLIPS 66 COMPANY	2415 GRIFFIN AVE, ENUMCLAW	04/16/2014	01/01/2026	12/31/2026	
ARU2024-0011	RIGHT-OF-WAY ANNUAL USE	TRACTOR SUPPLY COMPANY	911 GRIFFIN AVE, ENUMCLAW	07/21/2015	01/01/2026	12/31/2026	
ARU2024-0012	RIGHT-OF-WAY ANNUAL USE	CASTING IRON LLC	1444 COLE ST, ENUMCLAW	06/18/2021	01/01/2026	12/31/2026	
ARU2024-0016	RIGHT-OF-WAY ANNUAL USE	ESPRESSO STOP COFFEE BAR	1325 COLE ST, ENUMCLAW	02/15/2023	01/01/2026	12/31/2026	
ARU2024-0017	RIGHT-OF-WAY ANNUAL USE	S&S INDUSTRIES LLC	1609 COLE ST, ENUMCLAW	07/30/2024	01/01/2026	12/31/2026	
ARU2024-0019	RIGHT-OF-WAY ANNUAL USE	JANAE FUESTON	2811 MCHUGH AVE, ENUMCLAW	10/24/2024	01/01/2026	12/31/2026	
ARU2025-0001	RIGHT-OF-WAY ANNUAL USE	SWEET NECESSITIES/ HARRIS SWE	1215 GRIFFIN AVE, ENUMCLAW	02/20/2025	01/09/2026	12/31/2026	
BLD2024-0318	COMM-BUIL-NEW	CITY OF ENUMCLAW	560 STATE ROUTE 410, ENUMCLAW	12/10/2024	01/14/2026	07/13/2026	
BLD2025-0305	ONLINE-RESI-MOBI-NEW	INDIGO ENTERPRISES, LLC	2126 GLACIER ST, ENUMCLAW	09/15/2025	01/29/2026	07/28/2026	
BLD2025-0348	ONLINE-COMM-BUIL-NEW	LDG ARCHITECTS	865 BLAKE ST, ENUMCLAW	10/24/2025	01/27/2026	07/26/2026	
BLD2025-0367	ONLINE-COMM-BUIL-ALTE	FARRELLIS PIZZA	1324 ROOSEVELT AVE E, ENUMCLA	11/13/2025	01/29/2026	07/28/2026	
BLD2025-0388	COMM-BUIL-ALTE	EXPO CENTER	45224 284TH AVE SE, ENUMCLAW	12/10/2025	01/08/2026	07/07/2026	
BLD2025-0392	ONLINE-RESI-MECH-ALTE	RINC ELECTRIC LLC	601 PETERSEN DR E, ENUMCLAW	12/22/2025	01/22/2026	07/22/2026	
BLD2025-0396	ONLINE-COMM-BUIL-ALTE	ALTERRA MOUNTAIN COMPANY	1334 ROOSEVELT AVE E, ENUMCLA	12/23/2025	01/08/2026	07/07/2026	
BLD2025-0397	ONLINE-RESI-MECH-ADDI	WASHINGTON GENERATORS LLC	3225 TERRY LN, ENUMCLAW	12/29/2025	01/26/2026	07/25/2026	
BLD2026-0004	ONLINE-RESI-MECH-ALTE	DAVID TREAT	1192 HARDING ST, ENUMCLAW	01/07/2026	01/07/2026	07/06/2026	

ID #	SUB TYPE	CONTACT	ADDRESS	APPLIED	ISSUED	EXPIRES	FINALED
BLD2026-0005	ONLINE-RESI-MECH-ALTE	GENE JOHNSON	3229 PHILLIPS AVE, ENUMCLAW	01/07/2026	01/29/2026	07/28/2026	
BLD2026-0006	RESI-TEMP-ALTE	TERRY HUIZENGA	1336 MARION ST, ENUMCLAW	01/09/2026	01/21/2026	07/21/2026	
BLD2026-0008	ONLINE-RESI-RE-R-REPA	CAROLYN N ELLIOTT	26929 SE 432ND ST, ENUMCLAW	01/11/2026	01/12/2026	08/02/2026	
BLD2026-0009	ONLINE-RESI-PLUM-ALTE	FAST WATER HEATER	2309 STEVENSON AVE, ENUMCLAW	01/12/2026	01/23/2026	07/22/2026	
BLD2026-0012	ONLINE-RESI-RE-R-REPA	JAMES SMELCER	2985 SUN MOUNTAIN DR, ENUMCLA	01/13/2026	01/28/2026	07/27/2026	
BLD2026-0022	ONLINE-COMM-PLUM-ADDI	CASCADIA PIZZA CO	1409 GRIFFIN AVE, ENUMCLAW	01/22/2026	01/29/2026	07/28/2026	
BLD2026-0025	ONLINE-RESI-MECH-ADDI	WASHINGTON GENERATORS LLC	3055 CHRISTIANSON AVE, ENUMCL	01/24/2026	01/30/2026	07/29/2026	
BLD2026-0027	ONLINE-RESI-MECH-ADDI	PACIFIC AIR SYSTEMS	1877 SHANON LN, ENUMCLAW	01/27/2026	01/27/2026	07/26/2026	
BLD2026-0028	COMM-BUIL-REPA	CITY OF ENUMCLAW	451 SEMANSKI ST S, ENUMCLAW	01/28/2026	01/28/2026	07/27/2026	
BLD2026-0030	ONLINE-RESI-RE-R-REPA	BRUCE'S ROOFING, LLC	1136 GARFIELD ST, ENUMCLAW	01/29/2026	01/29/2026	07/28/2026	
FIR2024-0014	COMMERCIAL FIRE	FIRE SYSTEMS WEST INC	2305 COLE ST, ENUMCLAW	07/25/2024	01/15/2026	07/14/2026	
FIR2025-0027	COMMERCIAL FIRE	PERFORMANCE SYSTEMS INTEGR	1324 ROOSEVELT AVE E, ENUMCLA	12/05/2025	01/21/2026	07/20/2026	
FIR2025-0028	COMMERCIAL FIRE	PATRIOT FIRE PROTECTION	1040 STEVENSON AVE #J & K, ENUM	12/23/2025	01/26/2026	07/25/2026	
FIR2026-0001	COMMERCIAL FIRE	SMITH FIRE SYSTEMS	44720 244TH AVE SE, ENUMCLAW	01/09/2026	01/14/2026	07/13/2026	
LDA2025-0002	COMMERCIAL GRADING	PSE	2360 COMMERCE ST, ENUMCLAW	02/18/2025	01/16/2026	07/15/2026	
LDA2025-0004	COMMERCIAL GRADING	JASON HANCOCK	44807 244TH AVE SE, ENUMCLAW	03/13/2025	01/06/2026	07/05/2026	
LDA2025-0009	COMMERCIAL GRADING	CITY OF ENUMCLAW	45224 284TH AVE SE, ENUMCLAW	09/04/2025	01/16/2026	07/15/2026	
PWD2025-0109	RIGHT-OF-WAY CONSTRUCTION PI	PRINCE TELECOM LLC	3127 WYNALDA DR, ENUMCLAW	12/19/2025	01/28/2026	01/28/2028	
PWD2025-0110	RIGHT-OF-WAY CONSTRUCTION PI	PRINCE TELECOM LLC	1770 HIGHPOINT ST, ENUMCLAW	12/19/2025	01/28/2026	01/28/2028	
PWD2025-0111	RIGHT-OF-WAY CONSTRUCTION PI	MASTEC NORTH AMERICA	42018 264TH AVE SE, ENUMCLAW	12/23/2025	01/07/2026	01/07/2028	
PWD2026-0001	RIGHT-OF-WAY CONSTRUCTION PI	PUGET SOUND ENERGY	24711 SE 440TH ST, ENUMCLAW	01/13/2026	01/20/2026	01/20/2028	
PWD2026-0003	SIDE SEWER	HUNT'S SERVICES	1637 KIBLER AVE, ENUMCLAW	01/21/2026	01/26/2026	07/27/2026	
SGN2026-0001	COMMERCIAL SIGN	PRIME DISCOUNT DEPOT	232 ROOSEVELT AVE, ENUMCLAW	01/22/2026	01/29/2026	07/28/2026	
						<b>Total:</b>	<b>49</b>
						<b>Grand Total:</b>	<b>101</b>