City Council Meeting
October 21, 2024 - 7:00 PM
City Hall Council Chambers
AGENDA
Watch the meeting LIVE!

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

I. CALL TO ORDER

II. LAND ACKNOWLEDGMENT

We would like to acknowledge the Federally Recognized Muckleshoot Indian Tribe, the ancestral keepers of the land we are gathered on today. We thank them for their immense contributions to our state and local history, culture, economy, and identity as Washingtonians.

III. PUBLIC PARTICIPATION

1. Public Participation

   The Auburn City Council Meeting scheduled for Monday October 21, 2024 at 7:00 p.m. will be held in person and virtually.

   Virtual Participation Link:

   To view the meeting virtually please click the below link, or call into the meeting at the phone number listed below. The link to the Virtual Meeting is:

   https://www.youtube.com/user/watchauburn/live/?nomobile=1

   To listen to the meeting by phone or Zoom, please call the below number or click the link:

   Telephone: 253 215 8782
   Toll Free: 877 853 5257
   Zoom: https://us06web.zoom.us/j/83360104663

A. **Pledge of Allegiance**

IV. Roll Call

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Diwali Festival of Lights

Mayor Backus to proclaim October 29, 2024 to November 3, 2024, as “Diwali Festival of Lights" in the City of Auburn

VI. APPOINTMENTS

A. Junior City Council

City Council to approve the appointment of Caleb Choi and Oliver Nguyen to Junior City Council for a two year term expiring August 31, 2026

(RECOMMENDED ACTION: Move to approve the appointment of Caleb Choi and Oliver Nguyen to the Junior City Council, for a two year term to expire August 31, 2026.)

VII. AGENDA MODIFICATIONS

VIII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. **Audience Participation**

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

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

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

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

Email written comments to:
publiccomment@auburnwa.gov

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

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

IX. COUNCIL AD HOC COMMITTEE REPORTS

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

X. CONSENT AGENDA

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

A. Minutes of the October 7, 2024, City Council Meeting

B. Minutes of the October 14, 2024, Study Session Meeting

C. Claims Vouchers (Thomas)

Claims voucher list dated October 16, 2024 which includes voucher numbers 477730 through voucher 477873, in the amount of $5,632,734.36, thirteen electronic fund transfers in the amount of $1,788.52 and three wire transfers in the amount of $632,722.86

Claims voucher list dated October 16, 2024 which includes voucher numbers 477874 through voucher 477887, in the amount of $34,901.14

D. Payroll Voucher (Thomas)

Payroll check numbers 539613 through 539616 in the amount of $86,548.01, electronic deposit transmissions in the amount of $2,756,334.16 for a grand total of $2,842,882.17 for the period covering October 3, 2024 to October 16, 2024

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

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. ORDINANCES

A. Ordinance No. 6951 (Gaub)

An Ordinance granting a Franchise for Wireless Telecommunications to T-Mobile West LLC, a Delaware Limited Liability Company

(RECOMMENDED ACTION: Move to approve Ordinance No. 6951.)

B. Ordinance No. 6958 (Gaub)

An Ordinance providing for the acquisition by Eminent Domain of Property located near or adjacent to R Street SE within the City of Auburn, Washington for Roadway Widening and Associated Improvements for Project No. CP2116, R Street SE Widening – 22nd Street SE to 33rd Street SE; declaring Public Use and Necessity; and providing for severability and an effective date

(RECOMMENDED ACTION: Move to approve Ordinance No. 6958.)

XIV. RESOLUTIONS

A. Resolution No. 5784 (Whalen)

A Resolution amending the City of Auburn Fee Schedule to adjust for 2025 Fees

(RECOMMENDED ACTION: Move to adopt Resolution No. 5784.)

B. Resolution No. 5787 (Krum)

A Resolution relating to the Endorsement of Use of the 2025 Valley Regional Fire Authority Fee Schedule as adopted by the VRFA Board of Governance

(RECOMMENDED ACTION: Move to adopt Resolution No. 5787.)

C. Resolution No. 5788 (Whalen)

A Resolution authorizing the Mayor to execute, on behalf of the City, a Purchase and Sale Agreement for Commercial Property owned by Feenix Parkside LLC located at 2802 – 2826 Auburn Way North

(RECOMMENDED ACTION: Move to adopt Resolution No. 5788.)

D. Resolution No. 5794 (Faber/Whalen)

A Resolution authorizing the Mayor to execute, on behalf of the City, a Purchase and Sale Agreement for commercial property owned by 125 E Main, LLC located at 125 E Main, Auburn

(RECOMMENDED ACTION: Move to adopt Resolution No. 5794.)

XV. MAYOR AND COUNCILMEMBER REPORTS

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

A. **From the Council**

B. **From the Mayor**

XVI. ADJOURNMENT

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

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the October 7, 2024, City Council Meeting

Date:
October 16, 2024

Department:
City Council

Attachments:
10-07-2024 Minutes

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

Administrative Recommendation:

Background for Motion:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: October 21, 2024

Item Number: CA.A

CITY OF AUBURN WASHINGTON	**City Council Meeting** **October 7, 2024 - 7:00 PM** **City Hall Council Chambers** **MINUTES** **Watch the meeting LIVE!** **Watch the meeting video** Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

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

II. LAND ACKNOWLEDGMENT

III. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

A. Pledge of Allegiance

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

IV. Roll Call

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

Mayor Nancy Backus and the following staff members present included: Senior City Staff Attorney Taryn Jones, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Finance Jamie Thomas, Director of Parks, Arts, and Recreation Daryl Faber, and City Clerk Shawn Campbell.

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Domestic Violence Awareness Month

Mayor Backus proclaimed October 2024, as "Domestic Violence Awareness Month" in the City of Auburn.

Detective Bennett with the Auburn Police Department accepted the proclamation.

B. Filipino American History Month

Mayor Backus proclaimed October 2024, as "Filipino American History Month" in the City of Auburn.

C. Hindu Heritage Month

Mayor Backus proclaimed October 2024, as " Hindu Heritage Month" in the City of Auburn.

Sandeep Bhalerao and members of the community accepted the proclamation. They thanked Mayor and Council for their continued support.

D. Mental Health Awareness Week

Mayor Backus proclaimed October 6 through 12, 2024, as "Mental Health Awareness Week" in the City of Auburn.

Kathleen Nelson with South King County National Alliance on Mental Illness (NAMI) accepted the proclamation. She thanked Mayor and Council for their continued support and awareness to this issue.

E. Indigenous Peoples' Day

Mayor Backus proclaimed October 14, 2024, as "Indigenous Peoples' Day" in the City of Auburn.

VI. APPOINTMENTS

A. Civil Service Commission

City Council to approve the appointment of John Boatman to the Civil Service Commission for a six year term expiring December 31, 2029

Acting Deputy Mayor Trout-Manuel moved and Councilmember Amer seconded to approve the appointment of John Boatman to the Civil Service Commission for a six-year term expiring December 31, 2029.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Parks & Recreation Board

City Council to approve the appointment of Cary Davidson to the Parks & Recreation Board for a three year term expiring December 31, 2026

Acting Deputy Mayor Trout-Manuel moved and Councilmember Rakes seconded to approve the appointment of Cary Davidson to the Parks & Recreation Board for a three-year term expiring December 31, 2026.

MOTION CARRIED UNANIMOUSLY. 6-0

VII. AGENDA MODIFICATIONS

There were no modifications to the agenda.

VIII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

1. Public Hearing for T-Mobile West LLC Franchise Agreement No. FRN23-0002 (Gaub)

   A Public Hearing to consider Franchise Agreement No. FRN23-0002 for T-Mobile West LLC

   Mayor Backus opened the Public Hearing at 7:24 p.m.

   Virginia Haugen Auburn, WA
   Virginia requested an explanation as to why the City is considering entering into the Franchise Agreement.

   Mayor Backus closed the Public Hearing at 7:24 p.m.

B. Audience Participation

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

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

   Written Comments:

   Jessica Hergert Auburn, WA
   Jessica expressed concerns regarding crime in the City of Auburn and the need for more Police Officers.

   James Wilson Auburn, WA
   James expressed concerns regarding Councilmember interactions during meetings.

   Mark Celich Auburn, WA
   Mark expressed concerns regarding child trafficking and crime in the City of Auburn.

   In-Person Comments:

   Arlista Holman Auburn, WA
   Arlista shared information about the upcoming Auburn School District Bond.

   Virginia Haugen Auburn, WA
   Virginia expressed concerns regarding City Budget for current projects, and Mayor involvement in Study Session Meetings.

C. **Correspondence**

There was no correspondence for Council to review.

IX. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baldwin)

Councilmember Baldwin, Chair of the Finance Ad Hoc Committee, reported she and Councilmember Amer reviewed the claims and payroll vouchers described on the agenda this evening and recommended their approval.

X. CONSENT AGENDA

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

A. Minutes of the September 9, 12, and 13, 2024, Special City Council Meetings

B. Minutes of the September 16, 2024, City Council Meeting

C. Minutes of the September 23 and 30, 2024, Study Session Meetings

D. Claims Vouchers (Thomas)

Claims voucher list dated October 2, 2024 which includes voucher numbers 477522 through voucher 477729, in the amount of $5,639,892.99, 13 electronic fund transfers in the amount of $2,105.26 and five wire transfers in the amount of $937,541.26

E. Payroll Voucher (Thomas)

Payroll check numbers 539612 through 539612 in the amount of $612,060.76, electronic deposit transmissions in the amount of $2,775,154.56, for a grand total of $3,387,215.32 for the period covering September 12, 2024 to October 2, 2024

Acting Deputy Mayor Trout-Manuel moved and Councilmember T. Taylor seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 6-0

XI. UNFINISHED BUSINESS

There was no unfinished business.

XII. NEW BUSINESS

There was no new business.

XIII. **RESOLUTIONS**

A. Resolution No. 5782 (Council)

A Resolution amending the City Council Rules of Procedure

Councilmember T. Taylor moved and Councilmember Amer seconded to adopt Resolution No. 5782.

Council discussed concerns regarding new requirements.

Councilmember Amer moved and Councilmember T. Taylor seconded to amend the language in Section 12.1A to reflect "suggested".

Council discussed the requirements.

MOTION FAILED 2-4. Acting Deputy Mayor Trout-Manuel and Councilmembers Baldwin, C. Taylor, and Rakes voted against.

Councilmember Baldwin moved and Acting Deputy Mayor Trout-Manuel seconded to remove Community Commitments from Section 20.2 and add it as a new Section 21.

MOTION PASSES 4-2. Councilmembers Amer and T. Taylor voted against.

Council discussed Section 16.3B.

Acting Deputy Mayor Trout-Manuel moved to strike Section 16.3B Item 1.

MOTION FAILED DUE TO LACK OF SECOND.

Councilmember Baldwin noted to correct scriveners error in Section 6.5.

Councilmember Baldwin noted to correct scriveners error in Section 12.2A Item 3.

Councilmember Baldwin moved and Councilmember Rakes seconded to strike Section 16.2B.

MOTION CARRIED UNANIMOUSLY. 6-0

Councilmember Baldwin moved and Acting Deputy Mayor Trout-Manuel seconded to allow the City Attorney and City Clerk to review the August 26, 2024, meeting recording and add additional language if consensus of the Council was received or leave as is if consensus of the Council was received regarding Section 2.6.

MOTION CARRIED UNANIMOUSLY. 6-0

Mayor Backus recessed the meeting at 8:04 p.m. for five minutes. She reconvened the meeting at 8:12 p.m.

Council discussed the Council Alerts email distribution list.

MOTION AS AMENDED CARRIED UNANIMOUSLY. 6-0

B. Resolution No. 5785 (Whalen)

A Resolution authorizing the Mayor to execute amendments to certain Auburn Municipal Airport Land Leases relating to the implementation of the 2025 Fair Market Value Lease Rate Adjustment

Councilmember T. Taylor moved and Councilmember C. Taylor seconded to adopt Resolution No. 5785.

MOTION CARRIED UNANIMOUSLY. 6-0

C. Resolution No. 5786 (Whalen)

A Resolution authorizing the Mayor to execute an Airport Office Space Lease Early Termination with SpanaFlight LLC and execute a new Airport Office Space Lease with Rainier Flight Services, LLC

Councilmember T. Taylor moved and Councilmember C. Taylor seconded to adopt Resolution No. 5786.

MOTION CARRIED UNANIMOUSLY. 6-0

D. Resolution No. 5789 (Gaub)

A Resolution adopting the 2024 Comprehensive Safety Action Plan and committing to Vision Zero Transportation Safety Goals

Councilmember T. Taylor moved and Councilmember Amer seconded to adopt Resolution No. 5789.

MOTION CARRIED UNANIMOUSLY. 6-0

E. Resolution No. 5790 (Whalen)

A Resolution selecting a nominee to serve as a member of the Pierce Transit Board of Commissioners

Councilmember T. Taylor moved and Councilmember Amer seconded to adopt Resolution No. 5790 and nominated Mike Johnson from the Town of Steilacoom.

MOTION CARRIED UNANIMOUSLY. 6-0

F. Resolution No. 5791 (Faber)

A Resolution authorizing the Mayor to negotiate and execute an agreement between the City of Auburn and King County to accept and expend grant funds for the coordination and provision of services for seniors

Councilmember Rakes moved and Councilmember Amer seconded to adopt Resolution No. 5791.

MOTION CARRIED UNANIMOUSLY. 6-0

G. Resolution No. 5792 (Faber)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Cascade Bicycle Club to accept and expend Grant Funds for the operation of two City Bicycle Programs

Councilmember Rakes moved and Acting Deputy Mayor Trout-Manuel seconded to adopt Resolution No. 5792.

Council discussed grant programing in the City.

MOTION CARRIED UNANIMOUSLY. 6-0

H. Resolution No. 5793 (Backus)

A Resolution supporting the Auburn School District's Proposition No. 1 - School Construction and Facility Improvements General Obligation Bonds - $532,100,000

Councilmember Rakes moved and Councilmember Amer seconded to adopt Resolution No. 5793.

Council discussed the new construction at the Auburn School District and safety measures.

MOTION CARRIED UNANIMOUSLY. 6-0

XIV. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Councilmember Baldwin reported she attended the Sound Transit Parking Garage Groundbreaking, and the Muckleshoot Indian Tribe Legislative meeting.

Councilmember Rakes reported she attended the King County Board of Health meeting, Ribbon Cutting event at Game Farm Park, Postmark Center for the Arts Connecting Community Closing Reception, Municipal Services Committee meeting, and the Legislation Banquet at White River Amphitheater.

Councilmember T. Taylor reported she attended the Green River College Committee meeting, Dare to Dream Junior Achievement Fundraiser, Facilities Tour, Sound Transit Parking Garage Groundbreaking, and the

See Ya Later Foundation Fundraiser.

Acting Deputy Mayor Trout-Manuel reported she attended the Sound Cities Association (SCA) Regional Water Quality Committee Meeting, Ribbon Cutting event for Wheels and Wrench, and the Sound Transit Parking Garage Groundbreaking.

B. **From the Mayor**

Mayor Backus reported she attended the Association of Washington Cities (AWC) Board meeting and Retreat, testified before the Washington State Supreme Court regarding Indigent Defense, Washington Collaborative Elected Leaders Institute meeting, Public Safety Summit, and the Sound Transit Parking Garage Groundbreaking.

XV. **ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 8:35 p.m.

APPROVED this 21st day of October 2024.

_____ _____

NANCY BACKUS, MAYOR Shawn Campbell, City Clerk

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

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the October 14, 2024, Study Session Meeting

Date:
October 16, 2024

Department:
City Council

Attachments:
10-14-2024 Minutes

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

Administrative Recommendation:

Background for Motion:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: October 21, 2024

Item Number: CA.B

CITY OF AUBURN WASHINGTON	**City Council Study Session Muni Services SFA** **October 14, 2024 - 5:30 PM** **City Hall Council Chambers** **MINUTES** **Watch the meeting video** Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

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

II. PUBLIC PARTICIPATION

A. Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

Councilmembers present: Acting Deputy Mayor Yolonda Trout-Manuel, Hanan Amer, Kate Baldwin, Cheryl Rakes, and Clinton Taylor. Councilmember Tracy Taylor attended the meeting virtually via Zoom and Deputy Mayor Larry Brown was excused.

Mayor Nancy Backus and the following staff members present included: Deputy City Attorney Paul Byrne, Assistant Chief of Police Samuel Betz, Director of Public Works Ingrid Gaub, Director of Community Development Jason Krum, Economic Development Manager Jenn Francis, Economic Development Coordinator Emerson Folker, and City Clerk Shawn Campbell.

III. AGENDA MODIFICATIONS

There were no modifications to the agenda.

IV. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

A. Destination 2045 Long Range Plan (20 Minutes)

Senior Planner Anna Petersen with Pierce Transit provided Council with a presentation on the Destination 2045 Long Range Plan including focus areas, future funding needs, the outreach provided, common themes from public outreach, service expansion scenarios, discussion questions for Council, the key trends of their long-range plan, timeline for the long-range

plan implementation schedule, and the next steps for Council and Pierce Transit.

Council discussed rider safety, percentage of long-range commuters, return of Council comments, transit map, planet change, and shade at bus stops.

V. MUNICIPAL SERVICES DISCUSSION ITEMS

A. Public Safety Update (Caillier) (20 Minutes)

Assistant Chief Betz provided Council with the 2024 Public Safety Update including calls for service, patrol districts, crime statistics, average daily population at the South Correctional Entity (SCORE) Jail, bookings by owner agency at SCORE Jail, juvenile crime, a recent case example, shooting incidents in 2024, hotspots for recent shootings, a review of the use of technology, Automated License Plate Readers, and vacant staffing.

Council discussed trespassing, juvenile assaults, Automated License Plate Readers, staffing in downtown, crime statistics for shootings, street racing, and benefit to publicly seen cameras.

VI. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Economic Development - 3rd Quarter Update (Krum) (20 Minutes)

Manager Francis and Coordinator Folker provided Council with an overview of the Economic Development 3rd Quarter Update including how they have spent their time in the third quarter, events in 2024, business outreach, partnership with the Auburn Chamber of Commerce, data from Placer Artificial Intelligence (AI), the Golden Shovel Agency, and the Economic Development Element of the Comprehensive Plan.

Council discussed guests in Auburn hotels, participants in Golden Shovel, costs to Makers Market, supporting businesses relocating to downtown, and traffic impact fees.

B. Resolution No. 5784 (Whalen) (10 Minutes)

A Resolution amending the City of Auburn Fee Schedule to adjust for 2025 Fees

Deputy City Attorney Byrne, Director Gaub, and Director Krum provided Council with an overview of Resolution No. 5784 including updates to an unlicensed penalty fee for unlicensed businesses, traffic impact fees, traffic improvements fees, system development charges, recording fees, and Airport fees.

Council discussed business types.

C. Discussion of Councilmember Pro Tempore (Council)

Deputy City Attorney Byrne provided Council information regarding the

ability for the Council to fill in as a Councilmember Pro Tempore.

Council discussed the possibility to appoint a Councilmember Pro Tempore, if Deputy Mayor Brown believes he will return, and the difference between appointing a new Councilmember to fulfill the term versus appointing a Councilmember Pro Tempore.

VII. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:46 p.m.

APPROVED this 21st day of October 2024.

_____ _____

LARRY BROWN, DEPUTY MAYOR Shawn Campbell, City Clerk

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

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AGENDA BILL APPROVAL FORM

Agenda Subject:
Claims Vouchers (Thomas)

Date:
October 15, 2024

Department:
Finance

Attachments:
No Attachments Available

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

Administrative Recommendation:

Approve Claim Vouchers.

Background for Motion:

Background Summary:

Claims voucher list dated October 16, 2024 which includes voucher numbers 477730 through voucher 477873, in the amount of $5,632,734.36, thirteen electronic fund transfers in the amount of $1,788.52 and three wire transfers in the amount of $632,722.86.

Claims voucher list dated October 16, 2024 which includes voucher numbers 477874 through voucher 477887, in the amount of $34,901.14.

Reviewed by Council Committees:

Councilmember: Kate Baldwin
Staff: Jamie Thomas
Meeting Date: October 21, 2024
Item Number: CA.C

AGENDA BILL APPROVAL FORM

Agenda Subject:
Payroll Voucher (Thomas)

Date:
October 15, 2024

Department:
Finance

Attachments:
No Attachments Available

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

Administrative Recommendation:

Approve Payroll Vouchers.

Background for Motion:

Background Summary:

Payroll check numbers 539613 through 539616 in the amount of $86,548.01, electronic deposit transmissions in the amount of $2,756,334.16 for a grand total of $2,842,882.17 for the period covering October 3, 2024 to October 16, 2024.

Reviewed by Council Committees:

Councilmember: Kate Baldwin
Staff: Jamie Thomas
Meeting Date: October 21, 2024
Item Number: CA.D

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6951 (Gaub)

Date:
August 16, 2024

Department:
Public Works

Attachments:
Ordinance No. 6951

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

Administrative Recommendation:

City Council to approve Ordinance No. 6951.

Background for Motion:

This Ordinance would allow T-Mobile West LLC to continue to operate existing wireless telecommunications facilities in the public ways within the city limits. T-Mobile provides telecommunications services that includes but is not limited to wireless and data communications services.

Background Summary:

Section 20.02.040 of the Auburn City Code requires a franchise for any utility or telecommunications carrier or operator to use public ways of the City and to provide service to persons or areas inside or outside of the City.

T-Mobile West LLC has applied for a new Franchise Agreement to continue to operate their existing wireless telecommunications facilities at specific locations in the public ways within the City limits as their previous Franchise Agreement has recently expired. T-Mobile provides telecommunications services that includes but is not limited to wireless and data communications services.

The proposed agreement is consistent with the City's standard Franchise Agreement language. Any construction, maintenance, improvements, repairs, upgrades, or improvements to T-Mobile's existing sites are managed through the City's permitting processes that are a requirement of the Franchise Agreement. Any new sites would require T-Mobile to apply for and seek approval of an amendment to the Franchise Agreement. The proposed agreement would be valid for a term of 15 years.

A staff presentation was given at the September 30, 2024 Study Session discussing draft Ordinance No. 6951. A Public Hearing to consider this application and hear public comment was held before the City Council on October 7, 2024, in accordance with Auburn City Code 20.04.040.

Ordinance No. 6951 authorizes Franchise Agreement No. FRN23-0002 with T-Mobile West LLC subject to the terms and conditions outlined in the Ordinance.

Reviewed by Council Committees:

Councilmember: Tracy Taylor **Staff:** Ingrid Gaub

Meeting Date: October 21, 2024 Item Number: ORD.A

ORDINANCE NO. 6951

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

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

WHEREAS, following proper notice, the City Council held a public hearing on Franchisee's request for a Franchise; and

WHEREAS, based on the 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 to grant the franchise to Franchisee.

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

Section 1. Definitions

For the purpose of this agreement and the interpretation and enforcement thereof, definitions of words and phrases shall be in accordance with the definitions set forth in this Franchise and in Auburn City Code 20.02.020. If there is a conflict between any of the definitions set forth in this Franchise and the definitions set forth in Auburn City Code 20.02.020, the definitions in this Franchise shall govern to the extent of such conflict.

A. "ACC" means the Auburn City Code.

B. "Franchise Area" means the location(s) of the Franchisee's Facilities in the public way at 3 separate sites within the City that are more fully identified and described in Exhibit "A".

"Franchise Area" does not include private property located outside of the public way which the Franchisee may utilize, lease, or otherwise use for placement of Franchisee Facilities with authorization or other permissions from third parties, and including any necessary permits from any regulatory authority.

C. “Franchisee’s Facilities” means any and all equipment, appliances, attachments, appurtenances, antennas, and other items necessary for Telecommunications Services as defined in RCW 35.99.010(7) that are located in the Franchise Area. Franchisee’s Facilities in this franchise are more fully identified and described in Exhibit “A”.

Unless provided otherwise in this Agreement, “Franchisee’s Facilities” do not include: (1) facilities used to provide wireline services, front-haul or back-haul services, including fiber optic cables, coaxial cables, wires, conduit or other equipment, appliances, attachments and appurtenances; (2) small wireless facilities, microcell, minor facility, or small cell facilities, as defined in RCW 80.36.375; or (3) any equipment that is not located within the Franchise Area, or that is covered under a separate Franchise Agreement or agreement.

D. “Franchisee’s Services” means the transmission and reception of information, only at the Franchisee’s Facilities identified in Exhibit “A”, by wireless communication signals including data communications services, over Franchisee’s federally licensed frequencies, pursuant to all the rules and regulations of the Federal Communications Commission. However, Franchisee’s Services will not include the provision of “cable service”, as defined by 47 U.S.C. §522 (as now enacted or hereafter amended), for which a separate franchise would be required.

Section 2. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated in this Agreement, the City grants to the Franchisee general permission to enter, use, and occupy the Franchise Area specified in Exhibit “A”, attached hereto and incorporated by reference. Franchisee may locate the Franchisee’s Facilities within the Franchise Area subject to all applicable laws, regulations, and permit conditions.

B. The Franchisee is authorized to install, remove, construct, erect, operate, maintain, relocate, upgrade, replace, restore, and repair Franchisee’s Facilities to provide Franchisee’s Services in the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Franchisee Facilities and Franchisee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Franchisee Facilities and Franchisee 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, for any purpose that does not interfere with Franchisee’s rights under this Franchise.

E. Except as explicitly set forth in this Agreement, this Franchise does not waive any rights that the City has or may acquire with respect to the Franchise Area or any other City roads, public ways, or property. This Franchise will be subject to the power of eminent domain, and in any proceeding under eminent domain, the Franchisee 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 public 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 Franchisee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to Chapter 35.79.030 RCW, within which the Franchisee may continue to operate any existing Franchisee Facilities under the terms of this Franchise for the remaining period set forth under Section 4.

G. The Franchisee 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 3. Notice

A. Written notices to the parties shall be sent by a nationally recognized overnight courier or by certified mail to the following addresses, unless a different address is designated in writing and delivered to the other party. Any such notice shall become effective upon receipt by certified mail, confirmed delivery by overnight courier, or the date stamped received by the City. Any communication made by e-mail or similar method will not constitute notice pursuant to this Agreement (except in case of notification in an emergency as defined in ACC20.02.020).

City: Right-of-Way Specialist,
Public Works Department – Transportation
City of Auburn
25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010

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

Franchisee: T-Mobile West LLC
T-Mobile USA, Inc.
Attn: Lease Compliance
Site No. City of Auburn Franchise
12920 SE 38th Street
Bellevue, WA 98006
Telephone: 1-877-373-0093
Email Address: Propertymanagement@T-Mobile.com

with a copy to: T-Mobile West LLC
Attn: Property Management
Site No: City of Auburn Franchise
12920 SE 38th Street
Bellevue, WA 98006
Telephone: 1-877-373-0093
Email Address: Propertymanagement@T-Mobile.com

B. Any changes to the above-stated Franchisee notice addresses shall be sent to the City's Right-of-Way Specialist, Public Works Department – Transportation Division, with copies to the City Clerk, referencing the title of this Agreement.

C. The above-stated Franchisee voice telephone numbers shall be staffed at least during normal business hours, Pacific time zone. The City may contact Franchisee at the following number for emergency or other needs outside of normal business hours of the Franchisee: (NOC 24/7 1-888-662-4662).

Section 4. Term of Agreement

A. This Franchise shall run for a period of fifteen (15) years, from the date of Franchise Acceptance as described in Section 5 of this Agreement.

B. Automatic Extension. If the Franchisee fails to formally apply for a new franchise agreement prior to the expiration of this Franchise's term or any extension thereof, this Franchise automatically continues month to month until a new franchise agreement is applied for and approved under the then current process or until either party gives written notice at least one hundred and eighty (180) days in advance of intent to cancel this Franchise.

Section 5. Acceptance of Franchise

A. This Franchise will not become effective until Franchisee files with the City Clerk (1) the Statement of Acceptance (Exhibit "B"), (2) all verifications of

insurance coverage specified under Section 15, (3) the financial guarantees specified in Section 16, and (4) payment of any outstanding application fees required in the City Fee Schedule. These four items will collectively be the "Franchise Acceptance". The date that such Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise.

B. If the Franchisee fails to file the Franchise Acceptance with the City Clerk within thirty (30) days after the effective date of the ordinance approving the Franchise as described in Section 27 of this Agreement, the City's grant of the Franchise will be null and void.

Section6. Construction and Maintenance

A. The Franchisee shall apply for, obtain, and comply with the terms of all permits required under applicable law for any work done within the City. Franchisee will comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work.

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

C. The City expressly reserves the right to prescribe how and where Franchisee's Facilities will be installed within the public way and may require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Franchisee as provided for in Chapter 35.99 RCW.

D. Before beginning any work within the public way, the Franchisee will comply with the One Number Locator provisions of Chapter 19.122 RCW to identify existing utility infrastructure.

E. Tree Trimming. Upon prior written approval of the City the Franchisee shall have the authority to trim trees upon and overhanging streets, public ways and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Franchisee's Facilities. Franchisee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours, the City may, at its sole discretion, remove such debris and charge the Franchisee 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 other permits as necessary from the City.

Section 7. Repair and Emergency Work

In the event of an emergency, the Franchisee may commence repair and emergency response work as required under the circumstances. The Franchisee will notify the City telephonically during normal business hours (at 253-931-3010) and during non-business hours (at 253-876-1985) as promptly as possible, before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Franchisee's emergency contact phone number for corresponding response activity. The City may commence emergency response work, at any time, without prior written notice to the Franchisee, but will notify the Franchisee in writing as promptly as possible under the circumstances. Franchisee will reimburse the City for the City's actual cost of performing emergency response work.

Section 8. Damages to City and Third-Party Property

Franchisee agrees that if any of its actions, or the actions of any person, agent, or contractor acting on behalf of the Franchisee under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Franchisee will restore, at its own cost and expense, the property to a safe condition. Upon returning the property to a safe conditions, the property shall then be returned to the condition it was in immediately prior to being damaged (if the safe condition of the property is not the same as that which existed prior to damage). All repair work shall be performed and completed to the satisfaction of the City Engineer.

Section 9. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a utility or other franchisee, other than the Franchisee's, which was installed, constructed, completed, or in place prior in time to Franchisee's application for a permit to construct or repair Franchisee's Facilities under this Franchise shall have preference as to positioning and location with respect to the Franchisee's Facilities. However, to the extent that the Franchisee's Facilities are completed and installed before another utility or other franchisee's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Franchisee's Facilities will have priority. These rules governing preference will continue when relocating or changing the grade of any City road or public way. A relocating utility or franchisee will not cause the relocation of another utility or franchisee that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of Franchisee's Facilities. Such relocations will be governed by Section 10 and Chapter 35.99 RCW.

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

Section 10. Relocation of Franchisee Facilities

A. Except as otherwise so required by law, Franchisee agrees to relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Pursuant to the provisions of Section 14, Franchisee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the public way.

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

Section 11. Abandonment and or Removal of Franchisee Facilities

A. Within one hundred and eighty days (180) of Franchisee's permanent cessation of use of the Franchisee's Facilities, the Franchisee will, at the City's discretion, either abandon in place or remove the affected facilities.

B. Franchisee may ask the City in writing to abandon, in whole or in part, all or any part of the Franchisee's Facilities. Any plan for abandonment of Franchisee Facilities must be approved in writing by the City.

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

Section 12. 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 Franchisee will underground the Franchisee's Facilities in the manner specified by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Where other utilities are

present and involved in the undergrounding project, Franchisee will 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 Franchisee's Facilities. Common costs will include necessary costs for common trenching and utility vaults. Fair share will be determined in comparison to the total number and size of all other utility facilities being undergrounded.

Section 13. Franchisee Information

A. Franchisee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with Franchisee's activities and fulfill any municipal obligations under state law. Said information will include, at a minimum, as-built drawings of Franchisee's 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, compatible with the City's data base system, including the City's Geographic Information System (GIS) data base. Franchisee will keep the City informed of its long-range plans for coordination with the City's long-range plans.

B. The parties understand that Chapter 42.56 RCW and other applicable law may require public disclosure of information given to the City.

Section 14. Indemnification and Hold Harmless

A. Franchisee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Franchisee's acts, errors or omissions, or from the conduct of Franchisee's business, or from any activity, work or thing done, permitted, or suffered by Franchisee arising from or in connection with this Franchise Agreement, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Franchisee and the City, its officers, officials, employees, and volunteers, the Franchisee's liability hereunder shall be only to the extent of the Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Franchisee'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.

B. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee's Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, public way, or other property, except to the extent any such damage or loss is directly caused by the negligence of the City, or its agent performing such work.

C. The Franchisee 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 Franchisee, and its agents, assigns, successors, or contractors, will make such arrangements as Franchisee deems fit for the provision of such services. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), the Franchisee will 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.

Section 15. Insurance

A. The Franchisee shall procure and maintain for the duration of this Agreement and as long as Franchisee has Facilities in the public way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Agreement and Franchisee's use of the public way.

B. No Limitation. The Franchisee's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Franchisee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, claims arising from Franchisee's independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City

shall be included as an additional insured under the Franchisee's Commercial General Liability insurance policy with respect this Franchise Agreement ISO endorsement CG 20 12 05 09 if the franchise agreement is considered a master permit as defined by RCW 35.99.010, or CG 20 26 07 04 if it is not, or substitute endorsement providing at least as broad coverage.

2. Commercial Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO form CA 00 01 or a carrier-maintained form that is equivalent to ISO form CA 00 01.

3. Contractors Pollution Liability insurance shall be in effect throughout the entire Franchise Agreement covering losses caused by pollution conditions that arise from the operations of the Franchisee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

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

5. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Franchisee's Commercial General Liability and Automobile Liability insurance. The City shall be included as an additional insured on the Franchisee's Excess or Umbrella Liability insurance policy.

D. Minimum Amounts of Insurance. The Franchisee shall maintain insurance that meets the following limits:

1. Commercial General Liability insurance shall be written with limits no less than $5,000,000 each occurrence, $5,000,000 general aggregate.

2. Commercial Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $5,000,000 per accident.

3. Contractors Pollution Liability insurance shall be written in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $2,000,000.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and employer's liability insurance with limits of not less than $1,000,000.

5. Excess or Umbrella Liability insurance shall be written with limits of not less than $5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Franchisee's Commercial General Liability and Commercial Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

E. Other Insurance Provisions. For matters which Franchisee is liable under this Agreement, Franchisee's Commercial General Liability, Commercial Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Franchisee's insurance and shall not contribute with it.

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

G. Subcontractors. The Franchisee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Franchisee-provided insurance as set forth herein, including limits no less than what is required of Franchisee under this Agreement. The Franchisee shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO form CG 20 26 or a carrier-maintained form that is equivalent to ISO form CG 20 26.

H. Verification of Coverage. The Franchisee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of this Agreement. Upon request by the City in the event of a claim giving rise to a coverage dispute the Franchisee shall furnish certified copies of all required applicable insurance policies involved in such dispute, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

I. Notice of Cancellation. Franchisee shall provide the City with written notice of any policy cancellation within ten (10) business days of its receipt of a notice of such cancellation.

J. Failure to Maintain Insurance. Failure on the part of the Franchisee to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days' notice to the Franchisee to correct the breach, terminate the Agreement.

K. Franchisee – Self-Insurance. Franchisee will 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. If the Franchisee is self-insured or becomes self-insured during the term of the Franchise Agreement, Franchisee or its affiliated parent entity shall comply with the following: (i) Franchisee shall submit a letter to the City stating which of the above required Insurance provisions in this Section 15 Franchisee proposes to self-insure; (ii) provide the City, upon request, a copy of Franchisee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (iii) Franchisee or its parent company is responsible for all payments within the self-insured retention; and (iv) Franchisee assumes all defense and indemnity obligations as outlined in Section 14.

Section 16. Financial Security

The Franchisee will provide the City with a financial security in the amount of Fifty Thousand Dollars ($50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. If Franchisee fails to substantially comply with any one or more of the provisions of this Franchise, the City may recover jointly and severally from the principal and any surety of that financial security any damages suffered by the City as a result Franchisee's failure to comply, 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. Franchisee specifically agrees that its failure to comply with the terms of Section 19 will constitute damage to the City in the monetary amount set forth in that section. Any financial security will not be construed to limit the Franchisee's liability to the security 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 contained in this Franchise are binding upon the successors, assigns of, and independent contractors of the Franchisee, and all rights and privileges, as well as all obligations and liabilities of the Franchisee will inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Franchisee is mentioned.

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

C. Franchisee and any proposed assignee or transferee will provide and certify the following to the City not less than ninety (90) days prior to the proposed date of transfer: (1) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (2) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (3) An application fee in the amount established by the City's fee schedule, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

D. Before the City's consideration of a request by Franchisee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee will 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 before 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 Franchisee arising by reason of this Agreement, the dispute will first be referred to the operational officers or representatives designated by City and Franchisee to have oversight over the administration of this Agreement. The officers or representatives will meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties will 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 will be governed by and construed in accordance with the laws of the State of Washington. If any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue will be exclusively in King County, Washington. The prevailing party in any such action will be entitled to its attorneys' fees and costs.

Section 19. Enforcement and Remedies

A. If the Franchisee willfully violates, or fails to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or fails to comply with any notice given to Franchisee under the provisions of this agreement, the City may, at its discretion, provide Franchisee with written notice to cure the

breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Franchisee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim damages of Two Hundred Fifty Dollars ($250.00) per day against the financial guarantee set forth in Section 16 for every day after the expiration of the cure period that the breach is not cured.

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

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Franchisee will 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. The Franchisee will 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 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 enacted, amended, or adopted after the effective date of this Franchise if it provides Franchisee 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. The amendment will become automatically effective on expiration of the notice period unless, before expiration of that period, the Franchisee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Franchisee's concerns to the maximum extent the City deems possible.

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

Section 21. License, Tax and Other Charges

This Franchise will not exempt the Franchisee from any future license, tax, or charge which the City may adopt under 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 will either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

Section 23. Severability

If any portion of this Franchise is deemed invalid, the remainder portions will remain in effect.

Section 24. Titles

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

Section 25. Implementation.

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

Section 26. Entire Agreement

This Agreement, as subject to the appropriate city, state, and federal laws, codes, and regulations, and the attachments hereto represent the entire understanding and agreement between the parties with respect to the subject matter and it supersedes all prior oral negotiations between the parties. All previous Agreements between the parties pertaining to Franchisee's operation of its Facilities located in the Franchise Area identified in Exhibit A are hereby superseded.

Section 27. Effective date.

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

INTRODUCED: _____
PASSED: _____
APPROVED: _____

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM

_____
Jason Whalen, City Attorney

PUBLISHED: _____

EXHIBIT “A”

FRANCHISE AREA

Site ID: SE4042A, Peasley Canyon
Location: 46th Pl S/S 331st St
Latitude 47-18-16.60N NAD 83
Longitude 122-16-14.80W
Description: Telecommunications Facility consisting of antennas located on an existing 88’ above ground wood utility pole in the public way, with connecting underground conduit to above ground radio equipment cabinets located in a 12’x17’ cedar wood fence enclosure in the public way that is near (but not located on) private property at 33043 46th Place South, Auburn WA 98001.

Site ID: SE04028B, Mountain View Cemetery/PR
Location: 56th Ave SE, Auburn WA
Latitude 47-18-38.93N NAD 83
Longitude 122-15-56.20W
Description: Telecommunications Facility consisting of antennas located on an existing 75’ above-ground wood utility pole in the public way of 56th Ave SE with connecting underground conduit to ground equipment located on private property at 5606 S 324th Place, Auburn WA 98001.

Site ID: SE04715l, Lea Hill CHINN
Location: 116th Ave SE, Auburn WA
Latitude 47-19-03.51N NAD83
Longitude 122-11-13.74W
Description: Telecommunications Facility consisting of antennas located on existing 54’ above-ground wood utility pole in the public way of 116th ace SE with connecting underground conduit to ground equipment located on private property.at 11534 SE 318th Place, Auburn WA 98092.

EXHIBIT “B”

STATEMENT OF ACCEPTANCE

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

Franchisee Name_____
Address_____
City, State, Zip_____

By: _____ Date: _____
Name:
Title:

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

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

_____
Signature

_____
NOTARY PUBLIC in and for the State of
_____, residing at _____

MY COMMISSION EXPIRES: _____

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6958 (Gaub)

Date:
October 15, 2024

Department:
Public Works

Attachments:
Ordinance No. 6958
Vicinity Map

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

Administrative Recommendation:

City Council to approve Ordinance No. 6958.

Background for Motion:

Should fair market offers and negotiations not result in timely settlement, this Ordinance provides for acquisition of property rights for the R Street SE Widening Project through condemnation. Partial property rights are needed from 13 properties, and include rights-of-way, temporary and permanent easements.

Background Summary:

Ordinance No. 6958 was discussed at the September 23, 2024, City Council Study Session. The City is beginning the property acquisition process to obtain property rights needed for City Project CP2116 - R Street SE Widening – 22nd St SE to 33rd St SE (Project). Ordinance No. 6958 declares public use and necessity regarding the Project and authorizes condemnation action for properties for which negotiations do not lead to agreement and closing. Property owners were given notice of the Ordinance in accordance with State Law. Fair market offers and negotiations will take place with property owners in efforts to reach settlement. Condemnation would only be necessary should agreement and settlement stall or fail.

The project provides public benefit by providing infrastructure that reduces traffic congestion, provides convenient and comfortable non-motorized travel, and improves safety for all users.

The project will include adding a second southbound lane to R St SE, replacing roadway pavement, constructing a separated multi-use trail for bikes and pedestrians along the west side of R St SE from 22nd St SE to the Game Farm Park Entrance where the new trail will cross to the east side of R St SE, constructing a wider sidewalk along the east side of R St SE, installing new street lighting, replacing the traffic signal at the intersection of R St SE/29th St SE (Riverwalk Dr SE), and replacing the existing pedestrian signal at R/31st St SE with a full traffic signal at the entrance to Game Farm Park.

Reviewed by Council Committees:

Councilmember: Tracy Taylor **Staff:** Ingrid Gaub

Meeting Date: October 21, 2024 Item Number: ORD.B

ORDINANCE NO. 6958

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF PROPERTY LOCATED NEAR OR ADJACENT TO R STREET SE WITHIN THE CITY OF AUBURN, WASHINGTON FOR ROADWAY WIDENING AND ASSOCIATED IMPROVEMENTS FOR PROJECT NO. CP2116, R STREET SE WIDENING – 22ND STREET SE TO 33RD STREET SE; DECLARING PUBLIC USE AND NECESSITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, efforts will be made to obtain property rights which need to be acquired in connection with the Project, including having the property appraised and negotiating reasonable amounts of compensation to be paid for the property to be acquired; and

WHEREAS, the City of Auburn is a noncharter optional municipal code city incorporated and organized under Title 35A RCW, and authorized to acquire and/or appropriate title to lands and other real property through the exercise of eminent domain within and without its corporate limits for public purposes pursuant to Chapter 8.12 RCW; and

WHEREAS, in the interest of improving R Street SE, the City of Auburn has identified a street improvement project, Project No. CP2116, R Street SE Widening – 22nd Street SE to 33rd Street SE (the "Project"), in compliance with the goals set forth in the City's Comprehensive Plan; and

WHEREAS, the Project involves widening and other improvements to R Street SE to serve the public, for which the acquisition of certain real property and/or real property rights is necessary for the completion of the public uses of the Project; and

WHEREAS, for this Project, the City determined that acquisition of certain specific rights and interests from the real properties and owners, identified in this paragraph, is necessary to accomplish and construct the Project, as follows:

Tax Parcel #	Owner Name	Situs Address
4474200030	Clinton J. Homolka Corin L. Homolka	1505 29th Street Southeast Auburn, WA 98002
4474200020	Theodore G. Visaya Theresa M. Visaya	2815 R Street Southeast Auburn, WA 98002
7889100170	Michael E. Bruns Kimberly K. Bruns	2820 R Street Southeast Auburn, WA 98002
7889100160	Alan V. Pfeiffer Vicki Pfeiffer	2802 R Pl Southeast Auburn, WA 98002
4474200010	Karl Holmgren Cherie Jacobson	2809 R Street Southeast Auburn, WA 98002
2413200170	Geri Smith	1506 28th Street Southeast Auburn, WA 98002
7889100010	The Heirs and Devisees of the Estate of Jack V. Bergerson, deceased Jessalyn Bergerson	2803 R Place Southeast Auburn, WA 98002
7889000005	Ira B. Frank Maureen Y. Frank	1602 28th Street Southeast Auburn, WA 98002
2921059037	Bible Chapel, Inc	2606 R Street Southeast Auburn, WA 98002
2921059060	Fernando Lujan Velasquez Nancy Lujan	Vacant Land Auburn, WA 98002
1921059212	Mailene B. Anonuevo-Smith	1525 25th Street Southeast Auburn, WA 98002
1921059179	Jose M. Martinez Lopez Adilene Rodriquez Valazquez	2405 R Street Southeast Auburn, WA 98002
2921059031	T. Lindsay Howard	2502 R Street Southeast Auburn, WA 98002

and;

WHEREAS, the real properties identified above are all located within the City of Auburn, Washington and are referred to in this Ordinance as the "Parcels," and those specific rights and

interests needed by the City of Auburn for the Project are referred to in this Ordinance as the "Real Property Take"; and

WHEREAS, the legal definition of the Parcels, and the legal definition and survey drawings of the Real Property Take(s) needed from each of them, are set forth in Attachment 1 attached to and incorporated into this Ordinance by reference; and

WHEREAS, the City will appraise the fair market value of the Real Property Take; and

WHEREAS, the City will negotiate in good faith with the owners of the Parcels for the acquisition of the Real Property Take; and

WHEREAS, while this Ordinance authorizes condemnation, the City Council does hereby express its intent that negotiations be initiated in regard to the Real Property Take; and

WHEREAS, the City complied with the notice requirements set forth in RCW 8.25.290 by providing notice to the every property owner of record as indicated on the tax rolls of the county to the address provided on such tax rolls, for each property potentially subject to condemnation, at least fifteen days before the final action adopting this ordinance, and through publication once per week for two consecutive weeks, prior to the passage of a motion adopting this Ordinance and authorizing condemnation as provided herein; and

WHEREAS, payment of just compensation and costs of litigation should be made from the City's Project funds or from such other monies that the City may have available or attain for the acquisition;

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

Section 1. Incorporation of Recitals. The recitals set forth above are hereby adopted and incorporated herein as if set forth in full.

Section 2. Public Use and Necessity Declared. The City Council of the City of Auburn finds and declares that: (i) the Project for roadway widening and other improvement purposes is

a public use; (ii) the acquisition of the rights and interests in the Real Property Take legally described and depicted in Attachment 1 is necessary for the construction of the Project; and (iii) the acquisition of the Real Property Take and the construction of the Project are in the best interests of the residents and taxpayers of the City of Auburn.

Section 3. Acquisition. The City Council of the City of Auburn authorizes the acquisition, condemnation and taking of the Real Property Take as legally described and depicted in Attachment 1 hereto. The City Council authorizes the acquisition of the Real Property Take under threat of condemnation or by initiation of legal action for condemnation to acquire the Real Property Take as necessary for the commencement and completion of the Project, subject to the making or paying of just compensation to the owner(s) thereof in the manner provided by law.

Section 4. Reservation of Rights. Nothing in this ordinance limits the City in its identification and acquisition of property and property rights necessary for this public purpose. The City reserves the right to acquire additional or different properties as needed for the Project, and may adopt additional ordinances in the future authorizing acquisition by eminent domain of properties not included in Attachment 1 herein but likewise necessary for the Project, which is a public use.

Section 5. Authority of Mayor. The Mayor, by and through her designees, is authorized to negotiate for the acquisition of property and property rights, initiate and prosecute such causes of actions and legal proceedings in the manner provided by law to condemn, take, damage and appropriate the Real Property Take, and take such other actions and implement such administrative procedures as may in her discretion be necessary to carry out the provisions of this ordinance. In conducting said negotiations and initiating and prosecuting said condemnation proceedings, the Auburn City Attorney, by and through his/her/their designees, are hereby authorized to enter into stipulations for the Real Property Take. Settlement of any actions by the Mayor shall be made only upon the recommendation of legal counsel.

Section 6. Compensation. The compensation to be paid to the owners of the Real Property Take acquired through this condemnation action shall be paid from the City's Project funds or from such other monies that the City may have available or attain for the acquisition.

Section 7. Severability. If any section, subsection, sentence, clause, phrase or work of this ordinance should be held to be invalid or unconstitutional by a court or competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the constitutionality or validity of any other section, subsection, sentence, clause, phrase or word of this ordinance, nor its application to other persons or circumstances.

Section 8. Effective Date. This ordinance shall be in full force and effect five (5) days after publication of a summary of this ordinance in the City's official newspaper. The summary shall consist of this ordinance's title.

Section 9. Corrections by City Clerk. Upon approval of the City Attorney, the Auburn City Clerk is authorized to make necessary corrections to this Ordinance, including the correction of clerical errors in the body of this Ordinance or attachments/exhibit(s) hereto; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

_____

NANCY BACKUS, MAYOR

ATTEST:

_____

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____

Jason Whalen, City Attorney

Published: _____

ATTACHMENT 1

Property Owners / Tax Parcels / Real Property Take

Property Owners: Clinton J. Homolka
Corin L. Homolka

Tax Parcel: 447420-0030

EXHIBIT A

PARCEL LEGAL DESCRIPTION
Tax Parcel #447420-0030

LOT 3, LYNDE ESTATES ADDITION TO THE CITY OF AUBURN, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 67 OF PLATS OF PAGE 26, RECORDS OF KING COUNTY, WASHINGTON.

EXHIBIT B

RIGHT OF WAY DEDICATION
LEGAL DESCRIPTION

THAT PORTION OF LOT 3, LYNDE ESTATES ADDITION TO THE CITY OF AUBURN, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 67 OF PLATS AT PAGE 26, RECORDS OF KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE ALONG THE EAST LINE OF SAID LOT 3, SOUTH 01° 20’ 03” WEST A DISTANCE OF 110.00 FEET TO SOUTH LINE OF SAID LOT;

THENCE ALONG SAID SOUTH LINE, NORTH 89° 24’ 36” WEST A DISTANCE OF 5.85 FEET;

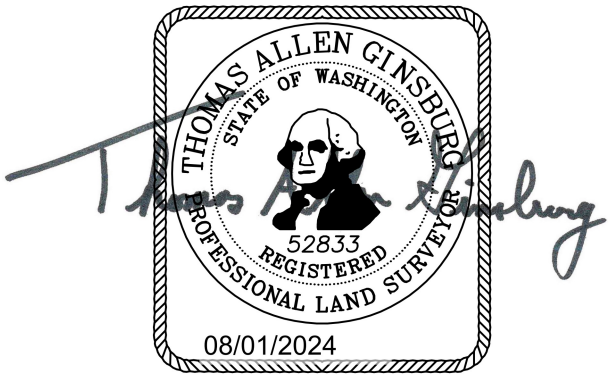
THENCE LEAVING SAID SOUTH LINE, NORTH 12° 40’ 18” EAST A DISTANCE OF 9.41 FEET;

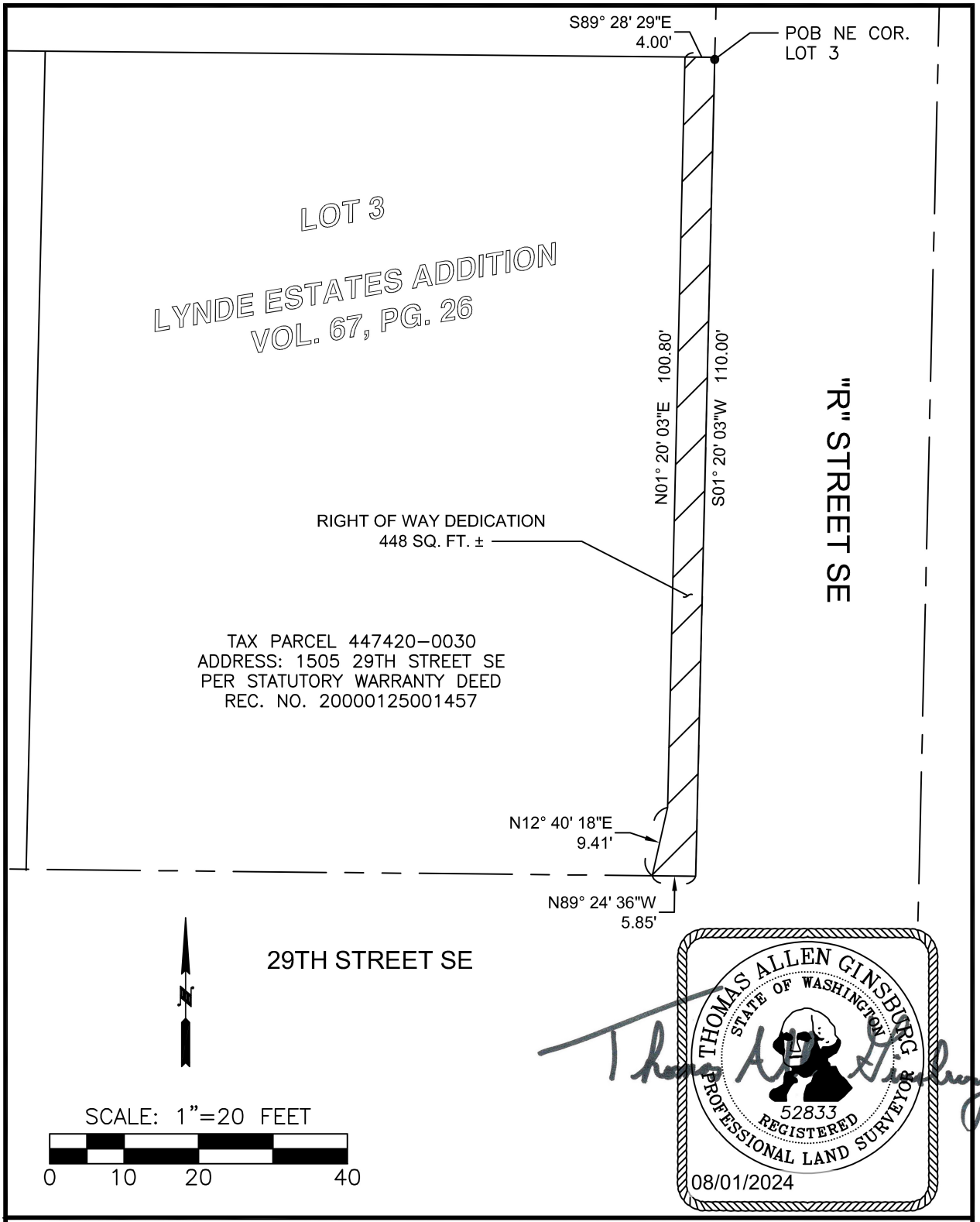
THENCE PARALLEL WITH SAID EAST LOT LINE, NORTH 01° 20’ 03” EAST A DISTANCE OF 100.80 FEET TO THE NORTH LINE OF SAID LOT 3;

THENCE ALONG SAID NORTH LINE, SOUTH 89° 28’ 29” EAST A DISTANCE OF 4.00 FEET TO THE EAST LINE OF SAID LOT AND THE POINT OF BEGINNING.

SAID RIGHT OF WAY DEDICATION CONTAINING AN AREA OF 448 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DEDICATION IS SOUTH 01° 20’ 03” WEST BEING THE MONUMENTED CENTERLINE OF “R” STREET SE AS DETERMINED BETWEEN 25TH STREET SE (COA MON 1110-031) AND 29TH STREET SE (COA MON 1110-038).





CITY OF AUBURN
WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT C
DEPICTION
RIGHT OF WAY DEDICATION
TPN 447420-0030
IN NE 1/4 OF THE NE 1/4 OF S 30, T21N, R5E, W.M.

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

THAT PORTION OF LOT 3, LYNDE ESTATES ADDITION TO THE CITY OF AUBURN, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 67 OF PLATS AT PAGE 26, RECORDS OF KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE ALONG THE NORTH LINE OF SAID LOT 3, NORTH 89° 28' 29" WEST A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LOT LINE NORTH 89° 28' 29" WEST A DISTANCE OF 5.00 FEET;

THENCE LEAVING SAID NORTH LINE SOUTH 01° 20' 03" WEST A DISTANCE OF 110.00 FEET TO THE SOUTH LINE OF SAID LOT;

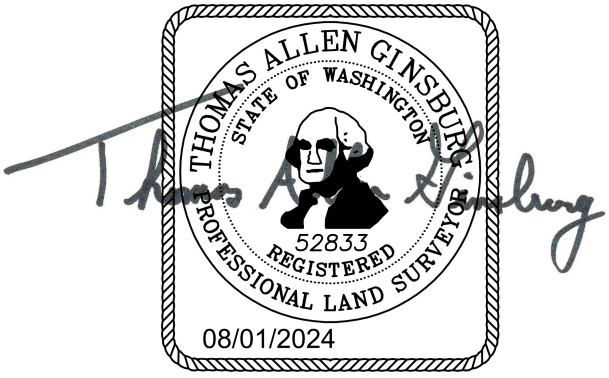
THENCE ALONG SAID SOUTH LINE SOUTH 89° 24' 36" EAST A DISTANCE OF 3.15 FEET;

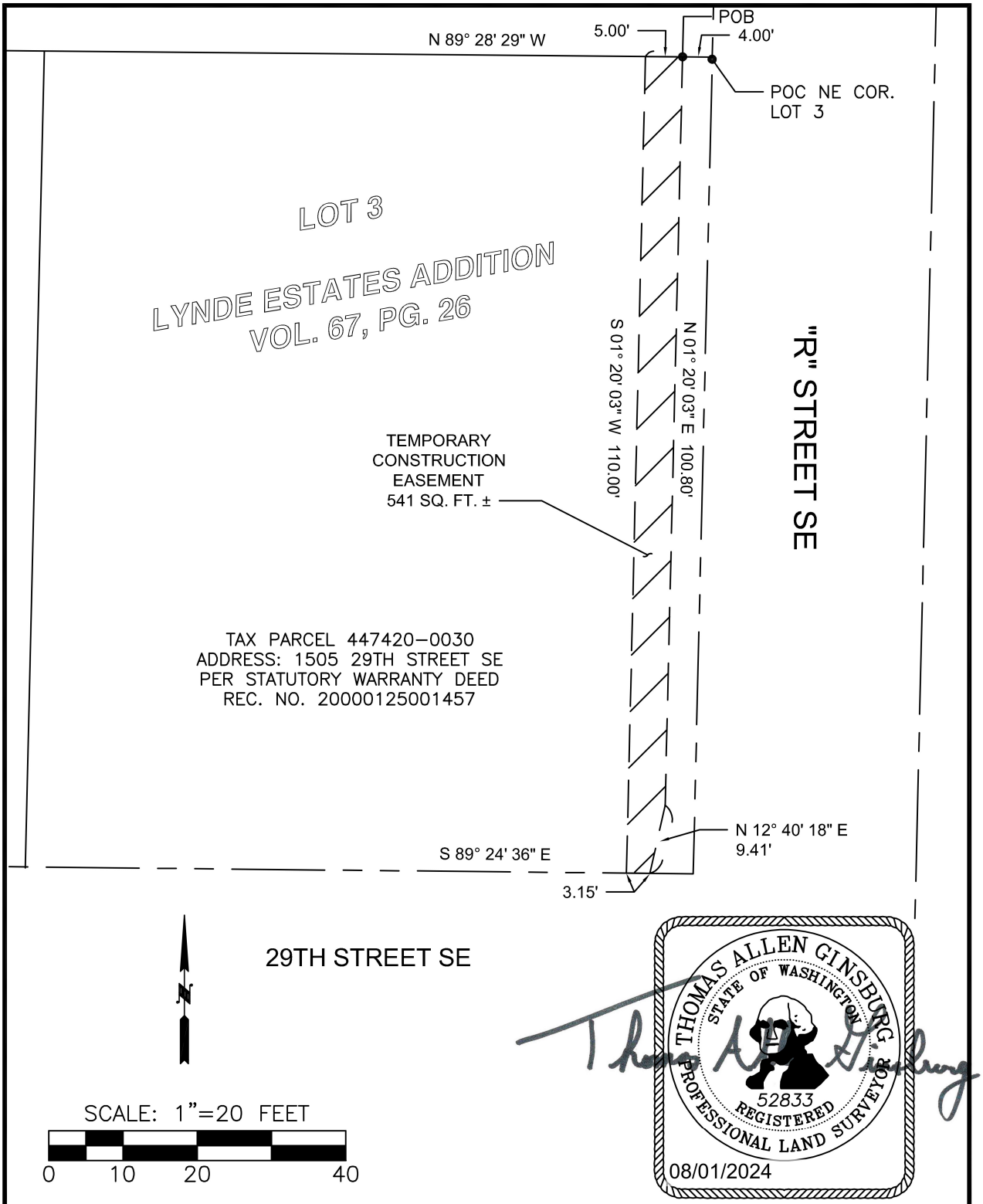
THENCE LEAVING SAID SOUTH LINE NORTH 12° 40' 18" EAST A DISTANCE OF 9.41 FEET;

THENCE NORTH 01° 20' 03" EAST A DISTANCE OF 100.80 FEET TO THE NORTH LINE OF SAID LOT AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING AN AREA OF 541 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS EASEMENT IS SOUTH 01° 20' 03" WEST BEING THE MONUMENTED CENTERLINE OF "R" STREET SE AS DETERMINED BETWEEN 25TH STREET SE (COA MON 1110-031) AND 29TH STREET SE (COA MON 1110-038).





CITY OF AUBURN
WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT E

DEPICTION
TEMPORARY CONSTRUCTION EASEMENT
TPN 447420-0030
IN NE 1/4 OF THE NE 1/4 OF S 30, T21N, R5E, W.M.

Property Owners: Theodore G. Visaya
Theresa M. Visaya

Tax Parcel: 447420-0020

EXHIBIT A

PARCEL LEGAL DESCRIPTION
Tax Parcel #447420-0020

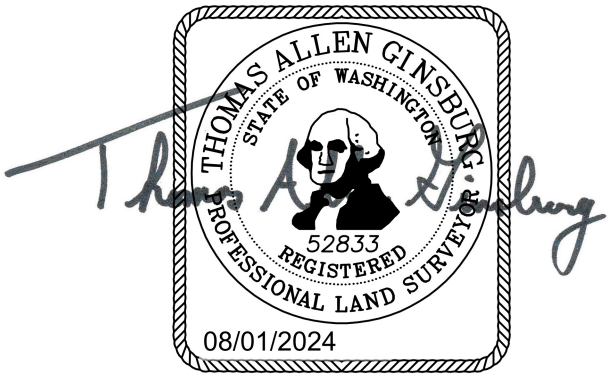
LOT 2, LYNDE ESTATES ADDITION TO THE CITY OF AUBURN, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 67 OF PLATS OF PAGE 26, RECORDS OF KING COUNTY, WASHINGTON.

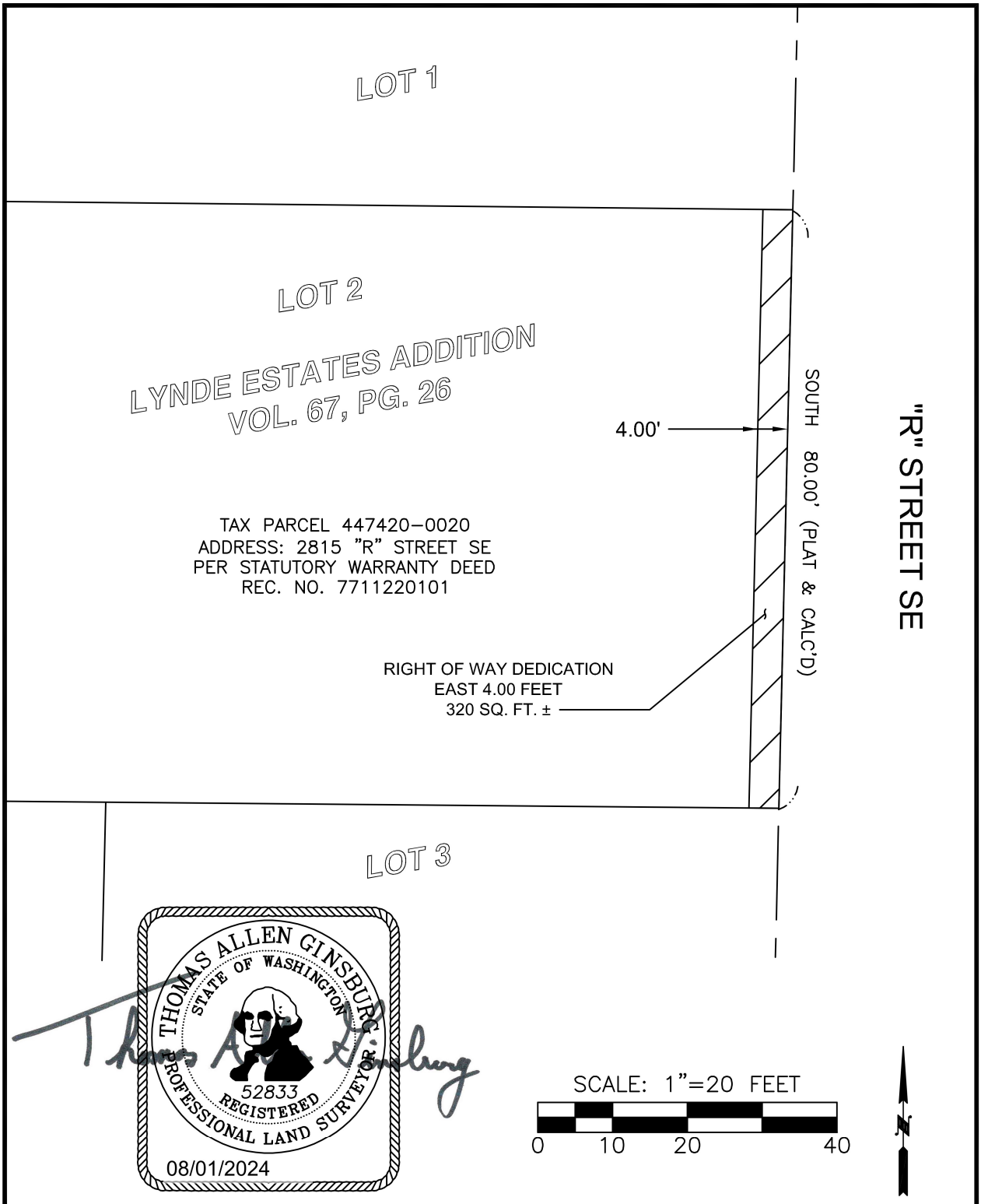
EXHIBIT B

RIGHT OF WAY DEDICATION
LEGAL DESCRIPTION

THE EAST 4.00 FEET OF LOT 2, LYNDE ESTATES ADDITION TO THE CITY OF AUBURN, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 67 OF PLATS AT PAGE 26, RECORDS OF KING COUNTY, WASHINGTON.

SAID RIGHT OF WAY DEDICATION CONTAINING AN AREA OF 320 SQUARE FEET, MORE OR LESS.





CITY OF AUBURN
WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT C
DEPICTION
RIGHT OF WAY DEDICATION
TPN 447420-0020
IN NE 1/4 OF THE NE 1/4 OF S 30, T21N, R5E, W.M.

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

THAT PORTION OF LOT 2, LYNDE ESTATES ADDITION TO THE CITY OF AUBURN, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 67 OF PLATS AT PAGE 26, RECORDS OF KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, THENCE ALONG THE NORTH LINE OF SAID LOT 2, NORTH 89° 23' 51" WEST A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LOT LINE, NORTH 89° 23' 51" WEST A DISTANCE OF 5.00 FEET;

THENCE LEAVING SAID NORTH LOT LINE, SOUTH 01° 20' 03" WEST A DISTANCE OF 0.89 FEET;

THENCE NORTH 89° 23' 51" WEST A DISTANCE OF 8.49 FEET;

THENCE SOUTH 02° 27' 01" WEST A DISTANCE OF 23.73 FEET;

THENCE SOUTH 87° 32' 59" EAST A DISTANCE OF 8.96 FEET;

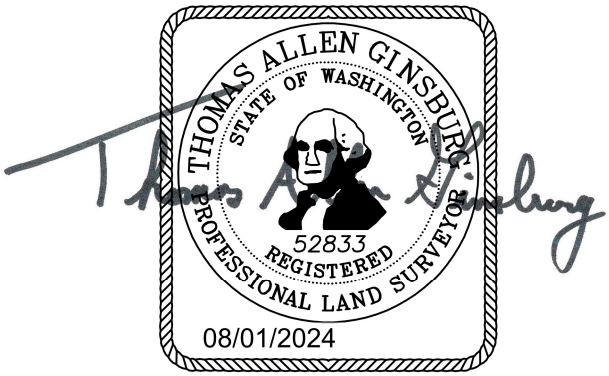
THENCE SOUTH 01° 20' 03" WEST A DISTANCE OF 55.12 FEET TO THE SOUTH LINE OF SAID LOT 2;

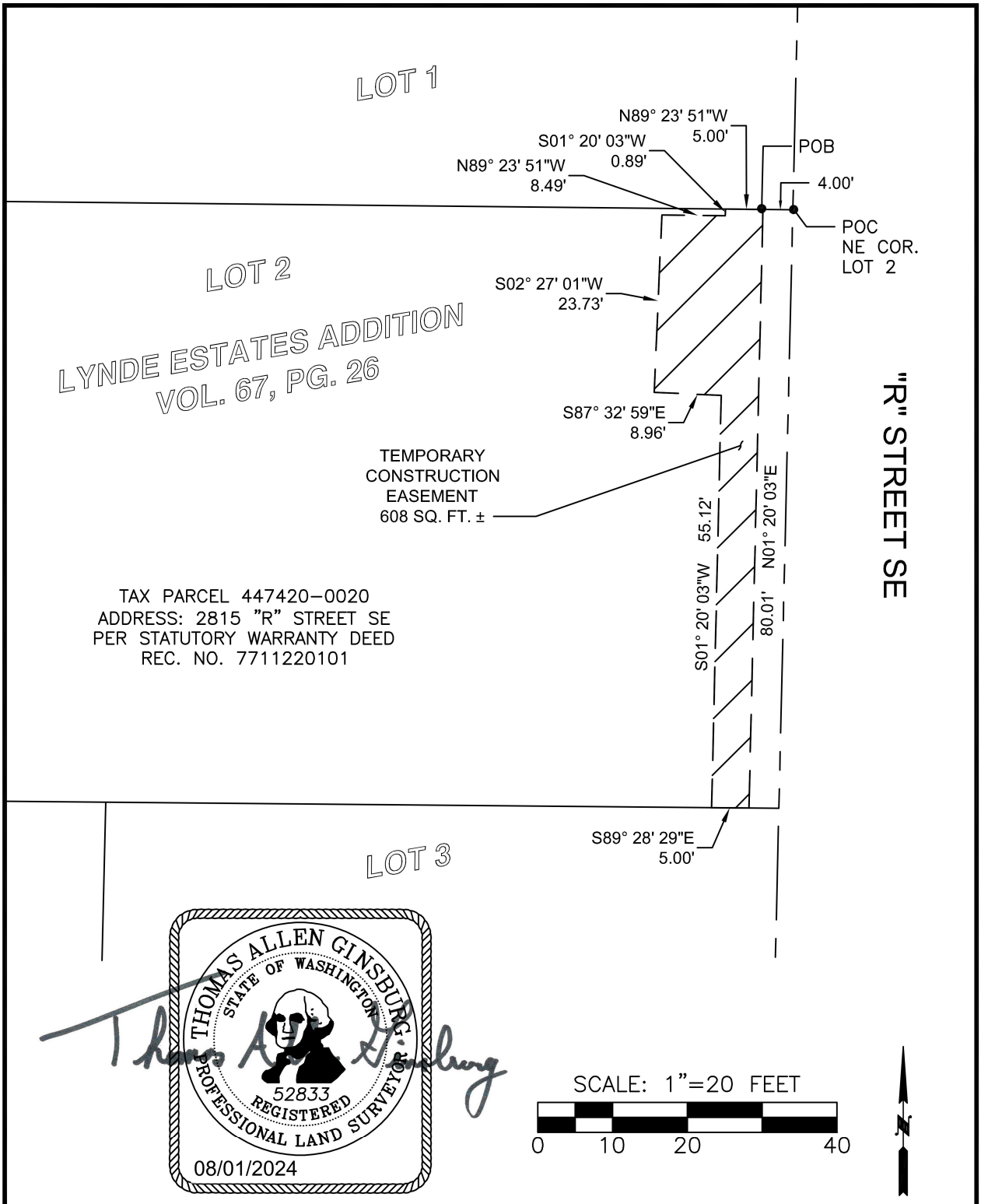
THNECE ALONG SAID SOUTH LINE SOUTH 89° 28' 29" EAST A DISTANCE OF 5.00 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 01° 20' 03" EAST A DISTANCE OF 80.01 FEET TO THE NORTH LINE OF SAID LOT AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING AN AREA OF 608 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS EASEMENT IS SOUTH 01° 20' 03" WEST BEING THE MONUMENTED CENTERLINE OF "R" STREET SE AS DETERMINED BETWEEN 25TH STREET SE (COA MON 1110-031) AND 29TH STREET SE (COA MON 1110-038).





CITY OF AUBURN
WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT E

DEPICTION
TEMPORARY CONSTRUCTION EASEMENT
TPN 447420-0020
IN NE 1/4 OF THE NE 1/4 OF S 30, T21N, R5E, W.M.

Property Owners: Michael E. Bruns
Kimberly K. Bruns

Tax Parcel: 788910-0170

EXHIBIT A

PARCEL LEGAL DESCRIPTION
Tax Parcel #788910-0170

LOT 17, SOUTHDALE NO.2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 74 OF PLATS, PAGE 5, IN KING COUNTY, WASHINGTON.

EXHIBIT B

RIGHT OF WAY DEDICATION
LEGAL DESCRIPTION

THAT PORTION OF LOT 17, SOUTHDALE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 74 OF PLATS, PAGE 5, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 17, THENCE ALONG THE SOUTH LINE OF SAID LOT 17, NORTH 88° 45’ 49” WEST A DISTANCE OF 54.61 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 88° 45’ 49” WEST A DISTANCE OF 20.39 FEET TO A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 20.05 FEET THROUGH A CENTRAL ANGLE OF 90° 00’ 52” AN ARC DISTANCE OF 31.50 FEET TO THE WEST LINE OF SAID LOT;

THENCE ALONG SAID WEST LINE, NORTH 01° 20’ 03” EAST A DISTANCE OF 75.00 FEET TO THE NORTH LINE OF SAID LOT;

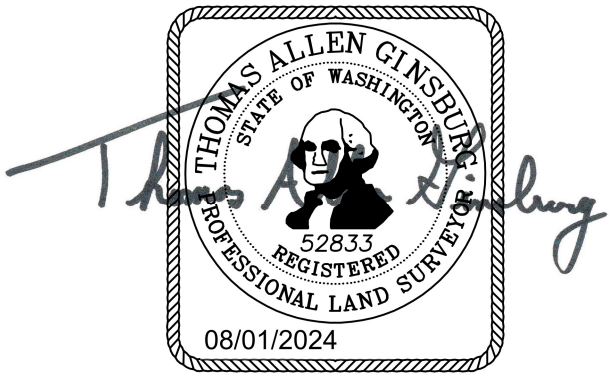
THANCE ALONG SAID NORTH LINE, SOUTH 88° 46’ 57” EAST A DISTANCE OF 5.50 FEET;

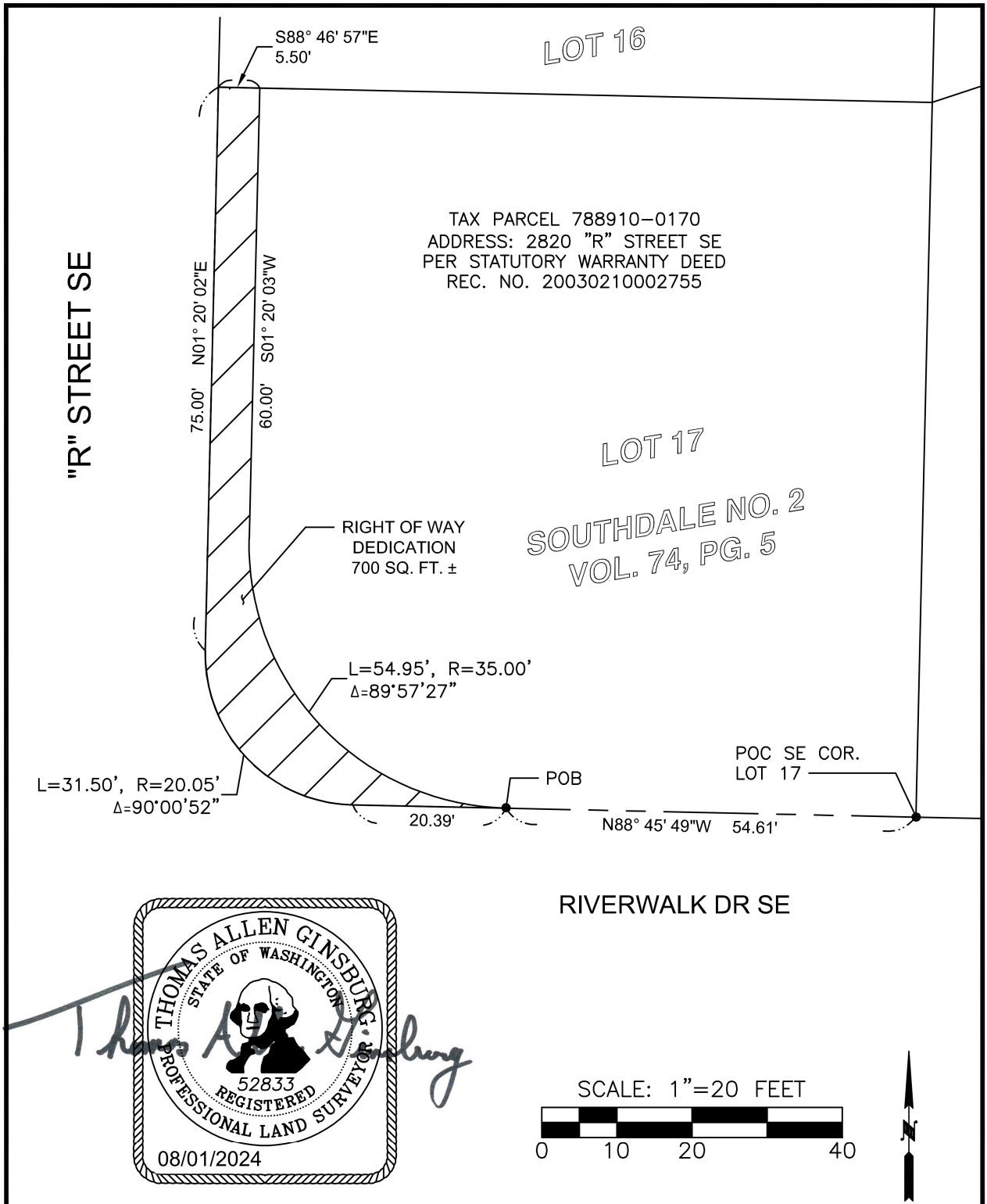
THENCE LEAVING SAID NORTH LINE, SOUTH 01° 20’ 03” WEST A DISTANCE OF 60.00 FEET TO A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET THROUGH A CENTRAL ANGLE 89° 57’ 27” AN ARC DISTANCE OF 54.95 FEET TO THE SOUTH LINE OF SAID LOT AND THE POINT OF BEGINNING.

SAID RIGHT OF WAY DEDICATION CONTAINING AN AREA OF 700 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DEDICATION IS SOUTH 01° 20’ 03” WEST BEING THE MONUMENTED CENTERLINE OF “R” STREET SE AS DETERMINED BETWEEN 25TH STREET SE (COA MON 1110-031) AND 29TH STREET SE (COA MON 1110-038).





CITY OF AUBURN
WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT C
DEPICTION
RIGHT OF WAY DEDICATION
TPN 788910-0170
IN NW 1/4 OF THE NW 1/4 OF S 29, T21N, R5E, W.M.

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

THAT PORTION OF LOT 17, SOUTHDALE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 74 OF PLATS, PAGE 5, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 17, THENCE ALONG THE SOUTH LINE OF SAID LOT 17, NORTH 88° 45’ 49” WEST A DISTANCE OF 49.61 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 88° 45’ 49” WEST, A DISTANCE OF 5.00 FEET TO A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET THROUGH A CENTRAL ANGLE OF 90° 05’ 51” AN ARC DISTANCE OF 55.04 FEET;

THENCE NORTH 01° 20’ 03” EAST A DISTANCE OF 60.00 FEET TO THE NORTH LINE OF SAID LOT;

THANCE ALONG SAID NORTH LINE, SOUTH 88° 46’ 57” EAST A DISTANCE OF 5.00 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 01° 20’ 03” WEST A DISTANCE OF 2.59 FEET;

THENCE SOUTH 88° 42’ 01” EAST A DISTANCE OF 12.28 FEET;

THENCE SOUTH 01° 14’ 17” WEST A DISTANCE OF 28.00 FEET;

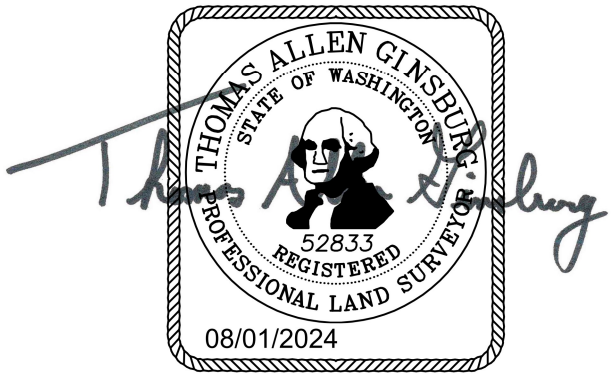
THENCE NORTH 88° 42’ 01” WEST A DISTANCE OF 12.33 FEET;

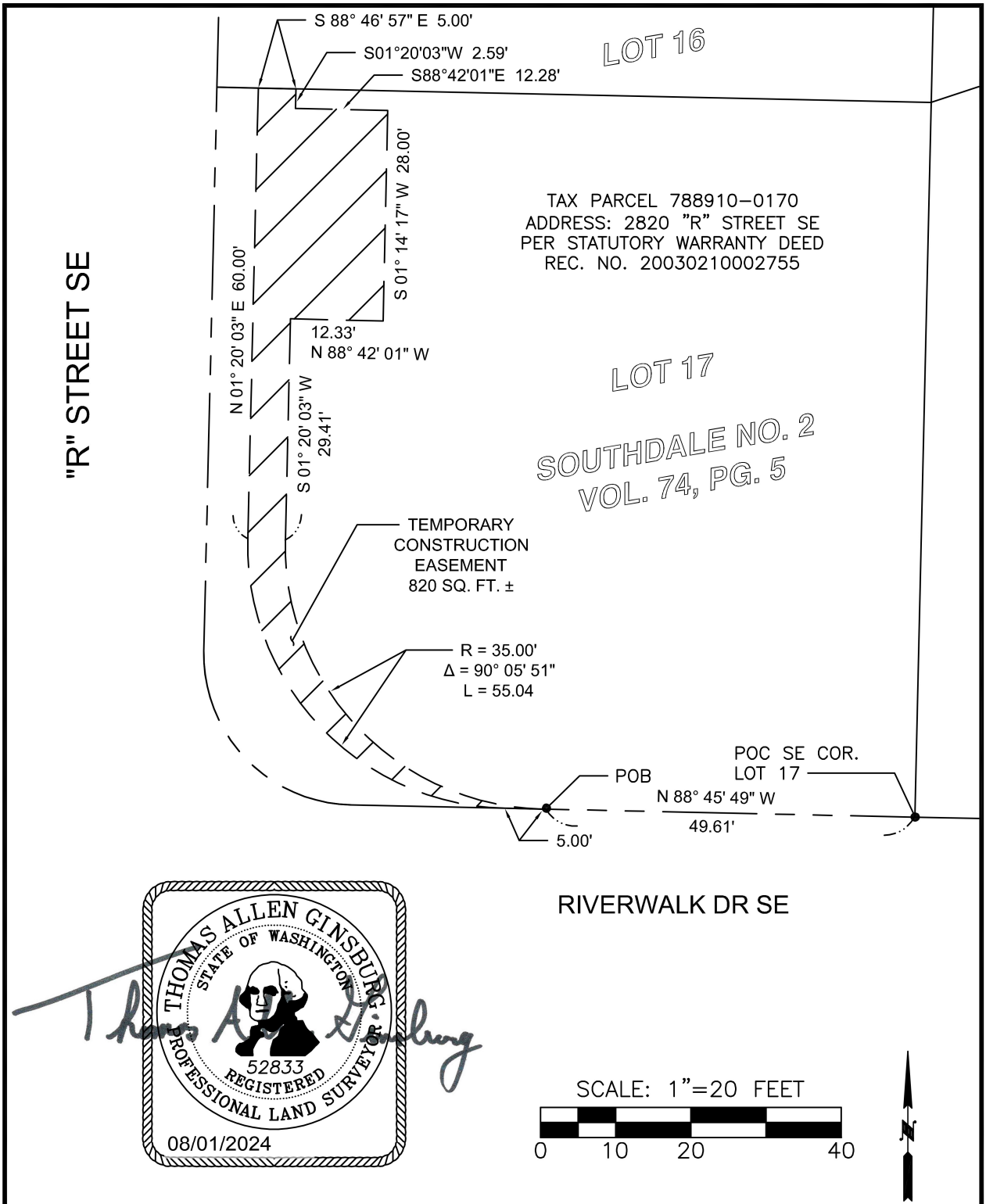
THENCE SOUTH 01° 20’ 03” WEST A DISTANCE OF 29.41 FEET TO A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET THROUGH A CENTRAL ANGLE 90° 05’ 51” AN ARC DISTANCE OF 55.04 FEET TO THE SOUTH LINE OF SAID LOT AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING AN AREA OF 820 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS EASEMENT IS SOUTH 01° 20’ 03” WEST BEING THE MONUMENTED CENTERLINE OF “R” STREET SE AS DETERMINED BETWEEN 25TH STREET SE (COA MON 1110-031) AND 29TH STREET SE (COA MON 1110-038).





CITY OF AUBURN
WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT E
DEPICTION
TEMPORARY CONSTRUCTION EASEMENT
TPN 788910-0170
IN NW 1/4 OF THE NW 1/4 OF S 29, T21N, R5E, W.M.

Property Owners: Alan V. Pfeiffer
Vicki Pfeiffer

Tax Parcel: 788910-0160

EXHIBIT A

PARCEL LEGAL DESCRIPTION
Tax Parcel #788910-0160

LOT 16 OF SOUTHDALE NO.2, AS PER PLAT RECORDED IN VOLUME 74 OF PLATS, PAGE 5, RECORDS OF KING COUNTY, WASHINGTON.

EXHIBIT B

RIGHT OF WAY DEDICATION
LEGAL DESCRIPTION

THAT PORTION OF LOT 16, SOUTHDALE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 74 OF PLATS, PAGE 5, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 16, THENCE ALONG THE WEST LINE OF SAID LOT 16, NORTH 01° 20’ 03” EAST A DISTANCE OF 81.03 FEET TO A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 19.77 FEET THROUGH A CENTRAL ANGLE OF 90° 40’ 01” AN ARC DISTANCE OF 31.28 FEET TO THE NORTH LINE OF SAID LOT;

THENCE ALONG SAID NORTH LINE, SOUTH 87° 59’ 57” EAST, A DISTANCE OF 0.67 FEET TO A POINT OF CUSP OF A NON-TANGENT CURVE CONCAVE SOUTHEAST THE RADIAL CENTER OF WHICH BEARS SOUTH 02° 00’ 03” WEST;

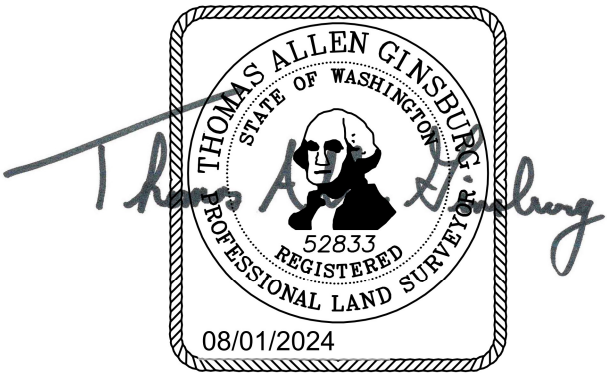
THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 15.00 FEET THORUGH A CENTRAL ANGLE OF 90° 40’ 01” AN ARC DISTANCE OF 23.74 FEET;

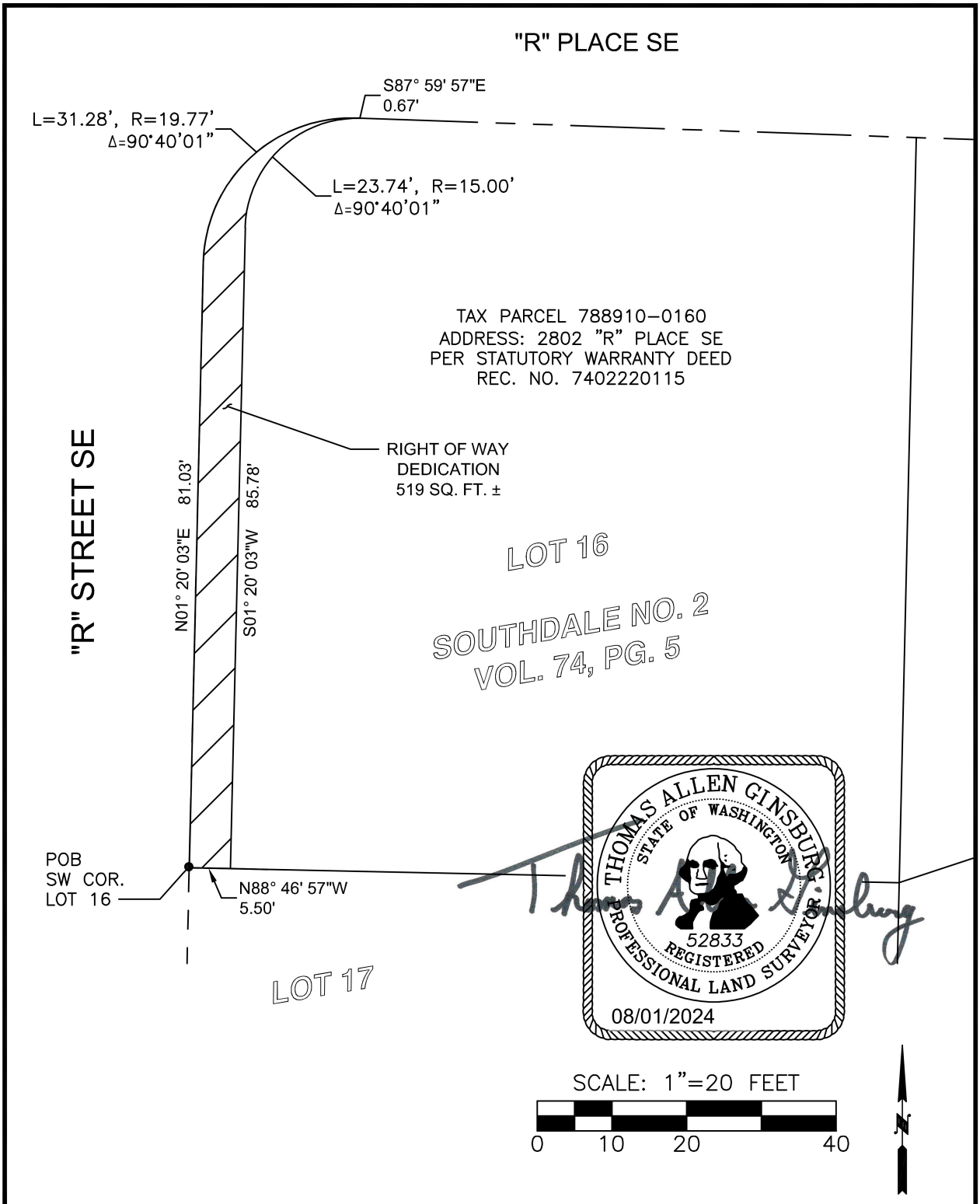
THENCE SOUTH 01° 20’ 03” WEST A DISTANCE OF 85.78 FEET TO SOUTH LINE OF SAID LOT;

THENCE ALONG SAID SOUTH LINE, NORTH 88° 46’ 57” WEST A DISTANCE OF 5.50 TO THE WEST LINE OF SAID LOT AND THE POINT OF BEGINNING.

SAID RIGHT OF WAY DEDICATION CONTAINING AN AREA OF 519 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DEDICATION IS SOUTH 01° 20’ 03” WEST BEING THE MONUMENTED CENTERLINE OF “R” STREET SE AS DETERMINED BETWEEN 25TH STREET SE (COA MON 1110-031) AND 29TH STREET SE (COA MON 1110-038).





CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT C

DEPICTION
RIGHT OF WAY DEDICATION
TPN 788910-0160
IN NW 1/4 OF THE NW 1/4 OF S 29, T21N, R5E, W.M.

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

THAT PORTION OF LOT 16, SOUTHDALE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 74 OF PLATS, PAGE 5, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 16, THENCE ALONG THE SOUTH LINE OF SAID LOT 16 , SOUTH 88° 46’ 57” EAST A DISTANCE OF 5.50 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTH LINE, NORTH 01° 20’ 03” EAST A DISTANCE OF 85.78 FEET TO A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 15.00 FEET THORUGH A CENTRAL ANGLE OF 90° 40’ 01” AN ARC DISTANCE OF 23.74 FEET TO THE NORTH LINE OF SAID LOT;

THENCE ALONG SAID NORTH LINE, SOUTH 87° 59’ 57” EAST A DISTANCE OF 5.00 FEET TO A POINT OF CUSP OF A NON-TANGENT CURVE CONCAVE SOUTHEAST THE RADIAL CENTER OF WHICH BEARS SOUTH 02° 00’ 03” WEST;

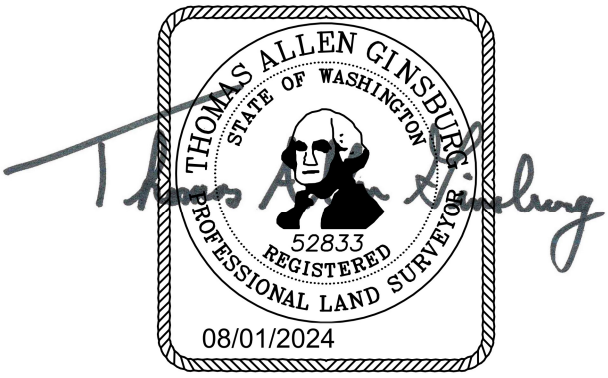
THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 15.00 FEET THORUGH A CENTRAL ANGLE OF 90° 40’ 01” AN ARC DISTANCE OF 23.74 FEET;

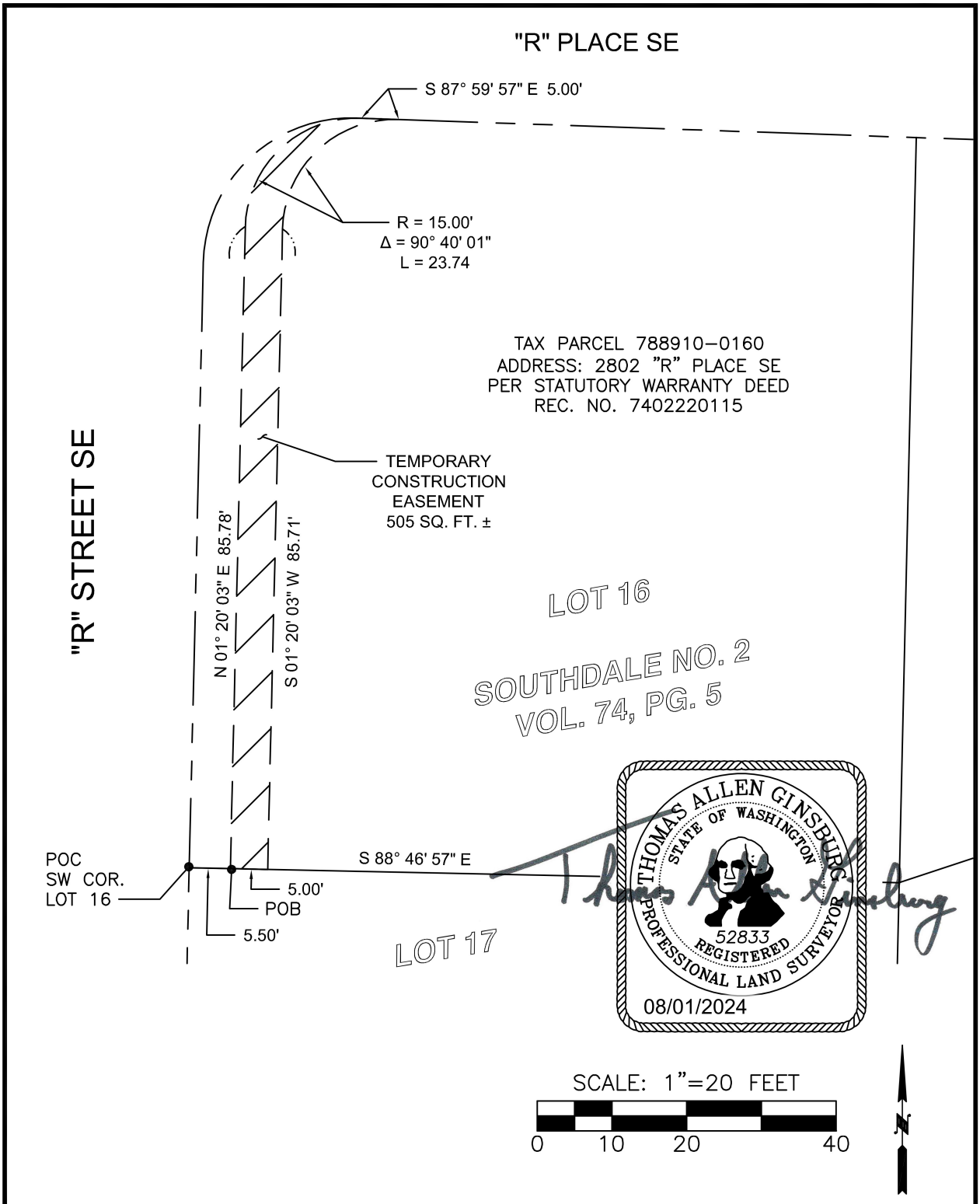
THENCE SOUTH 01° 20’ 03” WEST A DISTANCE OF 85.71 FEET TO SAID SOUTH LINE;

THENCE ALONG SAID SOUTH LINE, NORTH 88° 46’ 57” WEST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING AN AREA OF 505 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS EASEMENT IS SOUTH 01° 20’ 03” WEST BEING THE MONUMENTED CENTERLINE OF “R” STREET SE AS DETERMINED BETWEEN 25TH STREET SE (COA MON 1110-031) AND 29TH STREET SE (COA MON 1110-038).





CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT E
DEPICTION
TEMPORARY CONSTRUCTION EASEMENT
TPN 788910-0160
IN NW 1/4 OF THE NW 1/4 OF S 29, T21N, R5E, W.M.

Property Owners: Karl Holmgren
Cherie Jacobson

Tax Parcel: 447420-0010

EXHIBIT A

PARCEL LEGAL DESCRIPTION
Tax Parcel #447420-0010

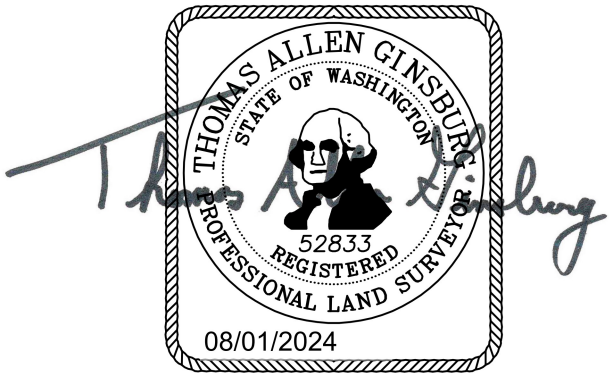
LOT 1, LYNDE ESTATES ADDITION TO THE CITY OF AUBURN, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 67 OF PLATS OF PAGE 26, RECORDS OF KING COUNTY, WASHINGTON.

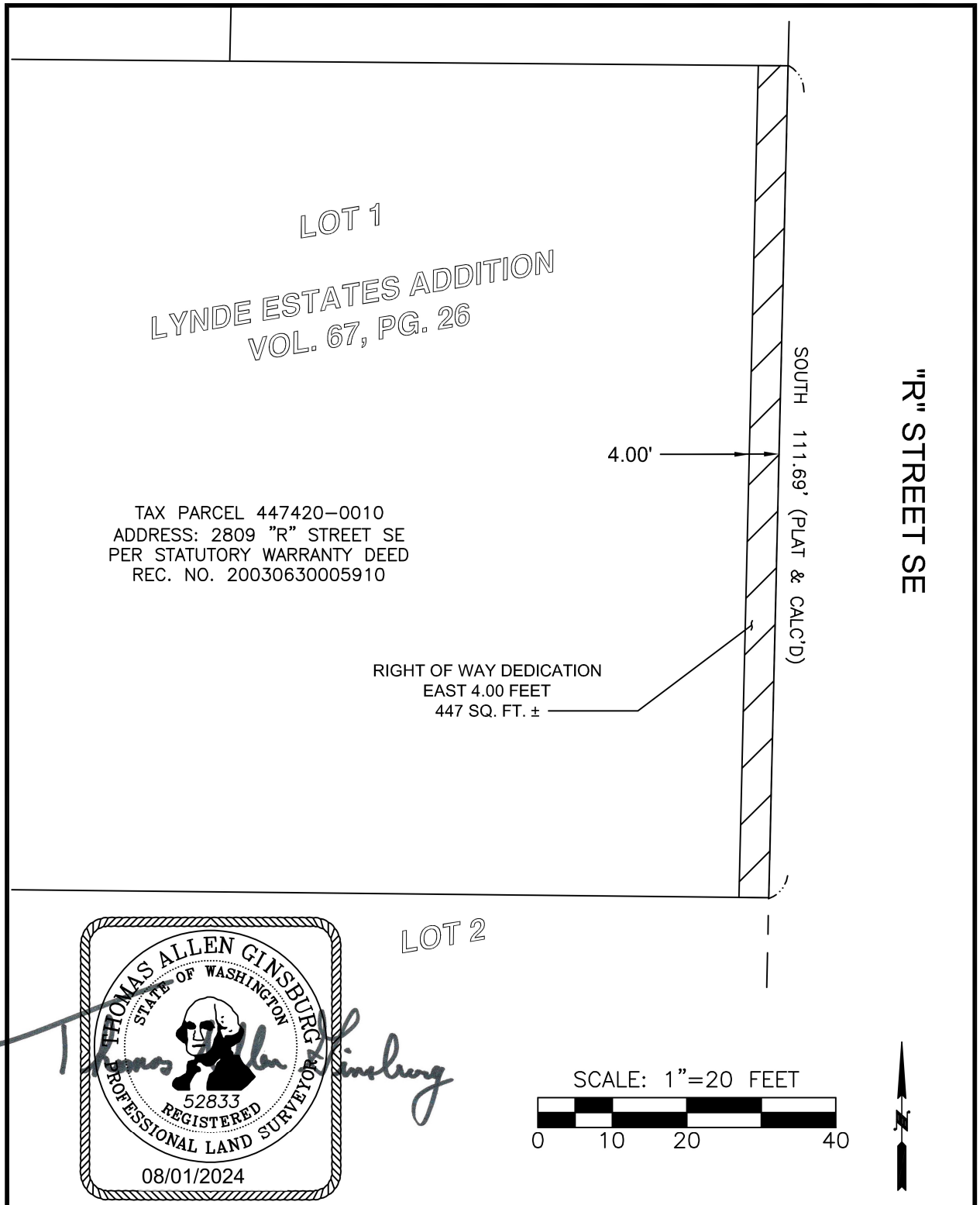
EXHIBIT B

RIGHT OF WAY DEDICATION
LEGAL DESCRIPTION

THE EAST 4.00 FEET OF LOT 1, LYNDE ESTATES ADDITION TO THE CITY OF AUBURN, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 67 OF PLATS AT PAGE 26, RECORDS OF KING COUNTY, WASHINGTON.

SAID RIGHT OF WAY DEDICATION CONTAINING AN AREA OF 447 SQUARE FEET, MORE OR LESS.





CITY OF AUBURN
WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT C
DEPICTION
RIGHT OF WAY DEDICATION
TPN 447420-0010
IN NE 1/4 OF THE NE 1/4 OF S 30, T21N, R5E, W.M.

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

THAT PORTION OF LOT 1, LYNDE ESTATES ADDITION TO THE CITY OF AUBURN, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 67 OF PLATS AT PAGE 26, RECORDS OF KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 89° 23' 51" WEST A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 89° 23' 51" WEST A DISTANCE OF 5.00 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 01° 20' 03" EAST A DISTANCE OF 5.07 FEET;

THENCE NORTH 89° 23' 51" WEST A DISTANCE OF 8.38 FEET;

THENCE NORTH 02° 27' 01" EAST A DISTANCE OF 24.29 FEET;

THENCE SOUTH 87° 24' 02" EAST A DISTANCE OF 7.91 FEET;

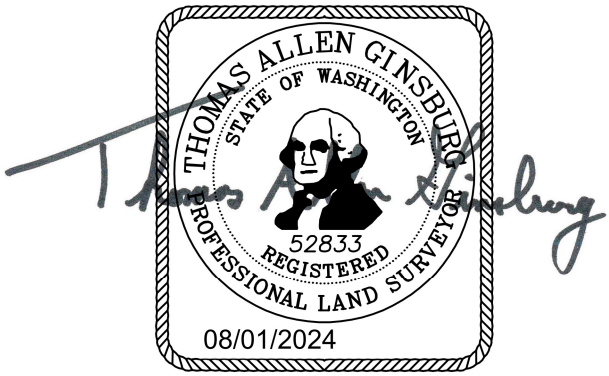
THENCE NORTH 01° 20' 03" EAST A DISTANCE OF 82.65 FEET TO THE NORTH LINE OF SAID LOT;

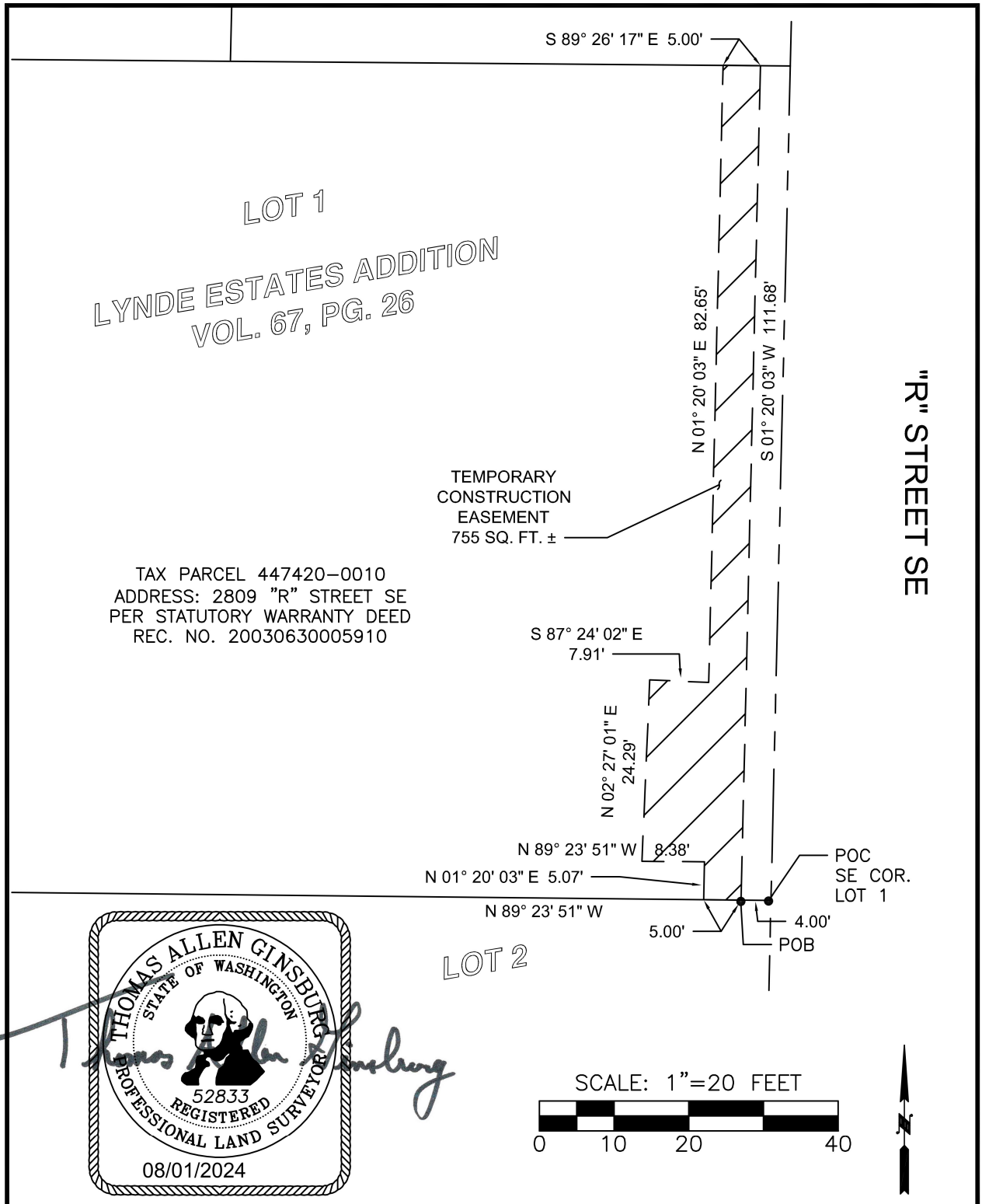
THENCE ALONG SAID NORTH LINE, SOUTH 89° 26' 17" EAST A DISTANCE OF 5.00 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 01° 20' 03" WEST A DISTANCE OF 111.68 FEET TO THE SOUTH LINE OF SAID LOT AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING AN AREA OF 755 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS EASEMENT IS SOUTH 01° 20' 03" WEST BEING THE MONUMENTED CENTERLINE OF "R" STREET SE AS DETERMINED BETWEEN 25TH STREET SE (COA MON 1110-031) AND 29TH STREET SE (COA MON 1110-038).





CITY OF AUBURN
WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT E

DEPICTION
TEMPORARY CONSTRUCTION EASEMENT
TPN 447420-0010
IN NE 1/4 OF THE NE 1/4 OF S 30, T21N, R5E, W.M.

Property Owner: Geri Smith

Tax Parcel: 241320-0170

EXHIBIT A

PARCEL LEGAL DESCRIPTION
Tax Parcel #241320-0170

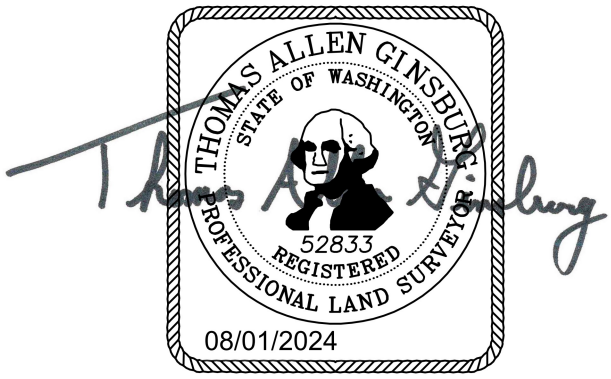
LOT 34, EVERGREEN ESTATES ADDITION TO THE CITY OF AUBURN, ACCORDING TO THAT PLAT THEREOF RECORDED IN VOLUME 61 OF PLATS AT PAGE 73, RECORDS OF KING COUNTY, WASHINGTON.

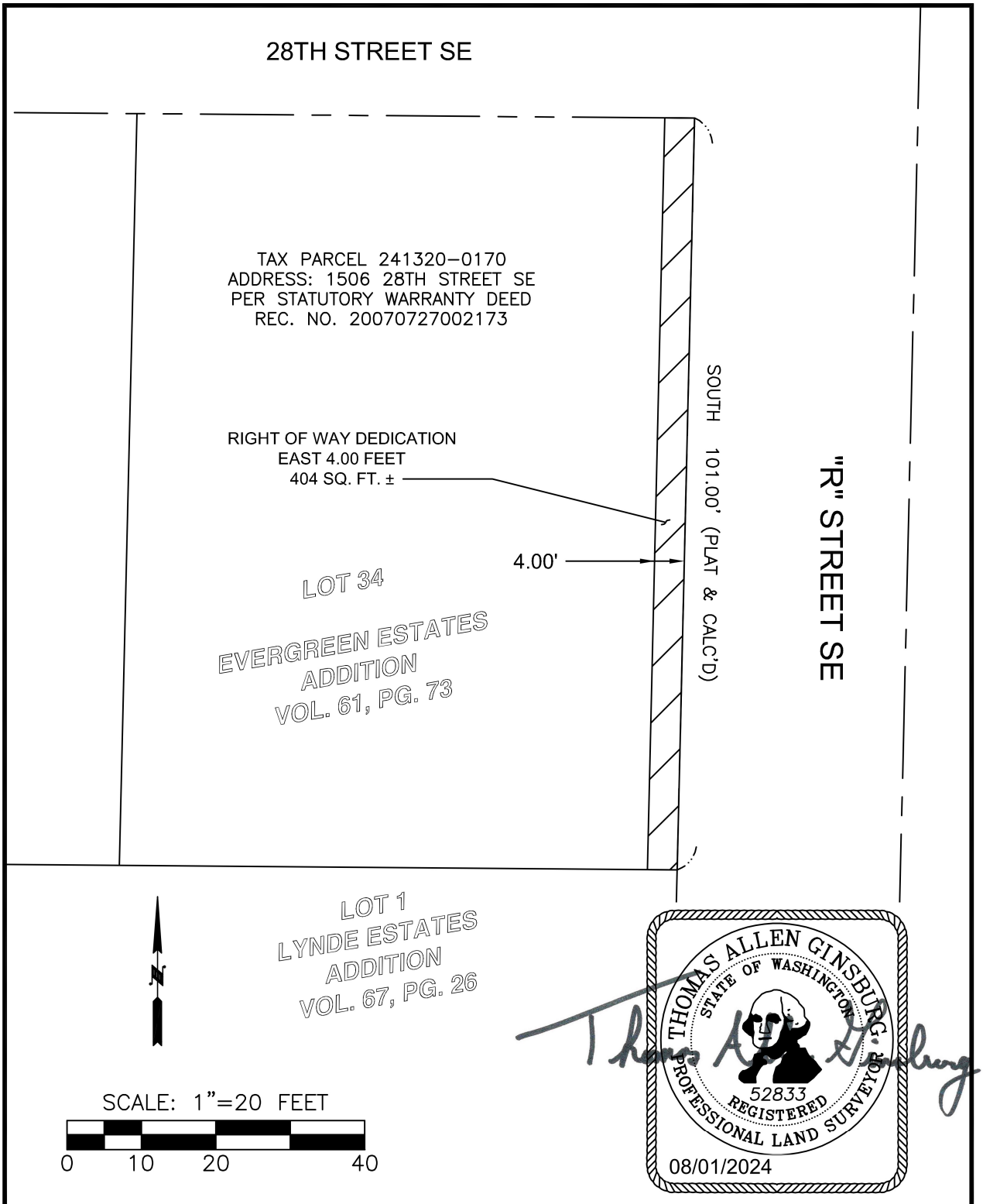
EXHIBIT B

RIGHT OF WAY DEDICATION
LEGAL DESCRIPTION

THE EAST 4.00 FEET OF LOT 34, EVERGREEN ESTATES ADDITION TO THE CITY OF AUBURN, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 61 OF PLATS AT PAGE 73, RECORDS OF KING COUNTY, WASHINGTON.

SAID RIGHT OF WAY DEDICATION CONTAINING AN AREA OF 404 SQUARE FEET, MORE OR LESS.





CITY OF AUBURN
WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT C
DEPICTION
RIGHT OF WAY DEDICATION
TPN 241320-0170
IN NE 1/4 OF THE NE 1/4 OF S 30, T21N, R5E, W.M.

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

THAT PORTION OF LOT 34, EVERGREEN ESTATES ADDITION TO THE CITY OF AUBURN, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 61 OF PLATS AT PAGE 73, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 34, THENCE ALONG THE NORTH LINE OF SAID LOT 34, NORTH 89° 31' 50" WEST A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID NORTH LINE, SOUTH 01° 20' 03" WEST A DISTANCE OF 101.00 FEET TO THE SOUTH LINE OF SAID LOT;

THENCE ALONG SAID SOUTH LINE, NORTH 89° 26' 17" WEST A DISTANCE OF 5.00 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 01° 20' 03" EAST A DISTANCE OF 3.26 FEET;

THENCE NORTH 88° 39' 57" WEST A DISTANCE OF 6.19 FEET;

THENCE NORTH 02° 26' 14" EAST A DISTANCE OF 35.01 FEET;

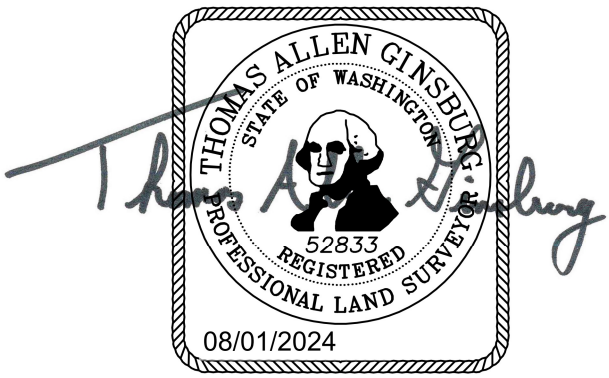
THENCE SOUTH 88° 39' 57" EAST A DISTANCE OF 5.52 FEET;

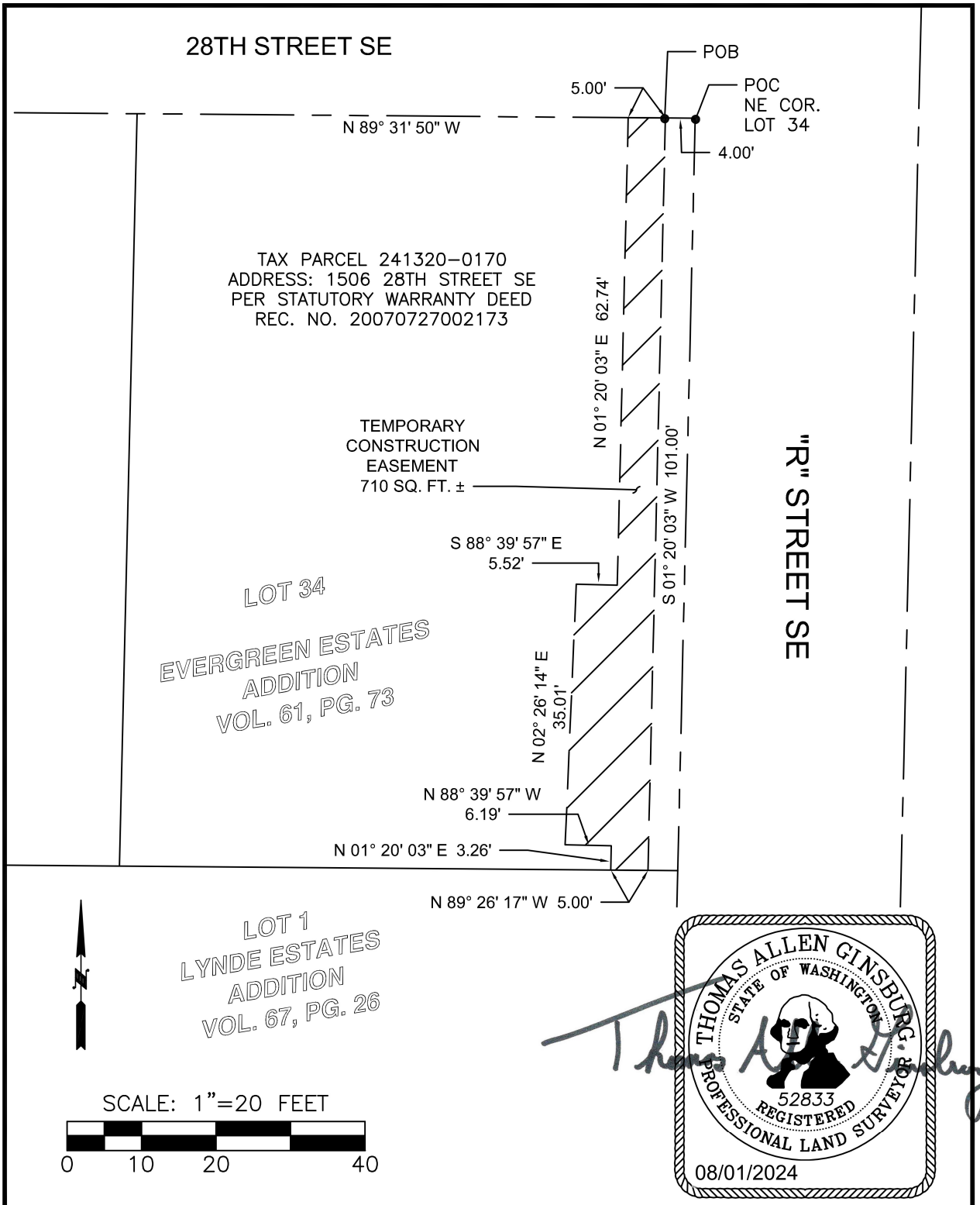
THENCE NORTH 01° 20' 03" EAST A DISTANCE OF 62.74 FEET TO THE NORTH LINE OF SAID LOT;

THENCE ALONG SAID NORTH LINE, SOUTH 89° 31' 50" EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING AN AREA OF 710 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS EASEMENT IS SOUTH 01° 20' 03" WEST BEING THE MONUMENTED CENTERLINE OF "R" STREET SE AS DETERMINED BETWEEN 25TH STREET SE (COA MON 1110-031) AND 29TH STREET SE (COA MON 1110-038).





CITY OF AUBURN
WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT E
DEPICTION
TEMPORARY CONSTRUCTION EASEMENT
TPN 241320-0170
IN NE 1/4 OF THE NE 1/4 OF S 30, T21N, R5E, W.M.

Property Owners:	The Heirs and Devisees of the Estate of Jack V. Bergerson, deceased Jessalyn Bergerson
Tax Parcel:	788910-0010

EXHIBIT A

PARCEL LEGAL DESCRIPTION
Tax Parcel #788910-0010

LOT 1, SOUTHDALE NO.2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 74 OF PLATS AT PAGE 5, RECORDS OF KING COUNTY, WASHINGTON.

EXHIBIT B

RIGHT OF WAY DEDICATION
LEGAL DESCRIPTION

THAT PORTION OF LOT 1, SOUTHDALE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 74 OF PLATS, PAGE 5, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 87° 59’ 57” WEST A DISTANCE OF 72.23 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 87° 59’ 57” WEST A DISTANCE OF 2.77 FEET TO A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 20.23 FEET THROUGH A CENTRAL ANGLE OF 89° 19’ 56” AN ARC DISTANCE OF 31.54 FEET TO THE WEST LINE OF SAID LOT;

THENCE ALONG SAID WEST LINE, NORTH 01° 20’ 03” EAST A DISTANCE OF 75.00 FEET TO THE NORTH LINE OF SAID LOT;

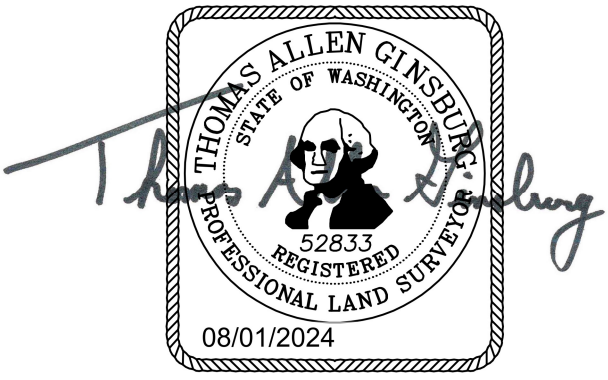
THENCE ALONG SAID NORTH LINE, SOUTH 88° 00’ 06” EAST A DISTANCE OF 3.02 FEET;

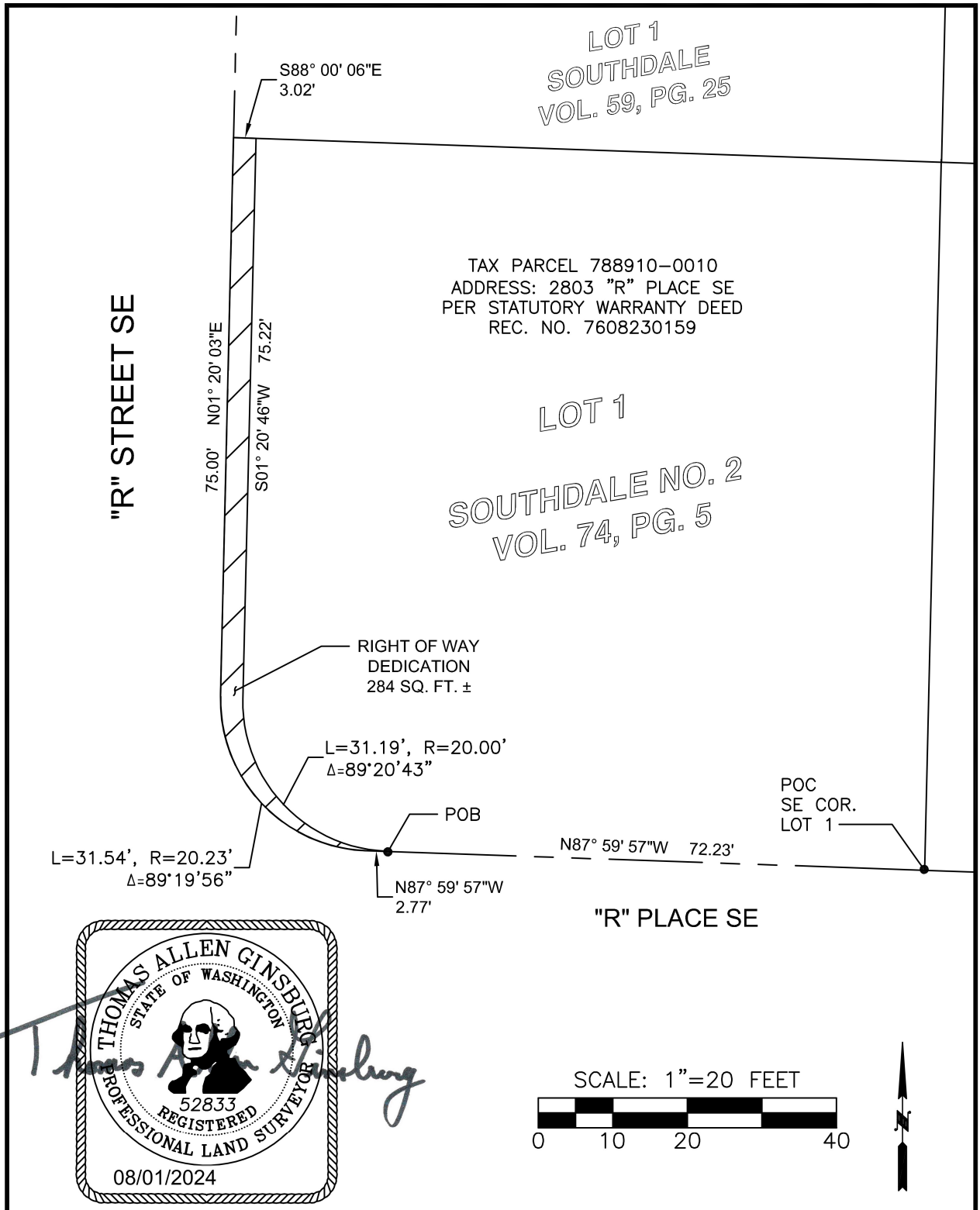
THENCE LEAVING SAID NORTH LINE, SOUTH 01° 20’ 46” WEST A DISTANCE OF 75.22 FEET TO A TANGENT CURVE CONAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 20.00 FEET THORUGH A CENTRAL ANGLE OF 89° 20’ 43” AN ARC DISTANCE OF 31.19 FEET TO THE SOUTH LINE OF SAID LOT AND THE POINT OF BEGINNING.

SAID RIGHT OF WAY DEDICATION CONTAINING AN AREA OF 284 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DEDICATION IS SOUTH 01° 20’ 03” WEST BEING THE MONUMENTED CENTERLINE OF “R” STREET SE AS DETERMINED BETWEEN 25TH STREET SE (COA MON 1110-031) AND 29TH STREET SE (COA MON 1110-038).





CITY OF AUBURN
WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT C
DEPICTION
RIGHT OF WAY DEDICATION
TPN 788910-0010
IN NW 1/4 OF THE NW 1/4 OF S 29, T21N, R5E, W.M.

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

THAT PORTION OF LOT 1, SOUTHDALE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 74 OF PLATS, PAGE 5, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 87° 59’ 57” WEST A DISTANCE OF 67.23 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 87° 59’ 57” WEST, A DISTANCE OF 5.00 FEET TO A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 89° 20’ 43” AN ARC DISTANCE OF 31.19 FEET;

THENCE NORTH 01° 20’ 46” EAST A DISTANCE OF 75.22 FEET TO THE NORTH LINE OF SAID LOT;

THENCE ALONG SAID NORTH LINE, SOUTH 88° 00’ 06” EAST A DISTANCE OF 5.00 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 01° 20’ 46” WEST A DISTANCE OF 11.85 FEET;

THENCE NORTH 90° 00’ 00” EAST A DISTANCE OF 7.83 FEET;

THENCE SOUTH 00° 02’ 19” WEST A DISTANCE OF 26.00 FEET;

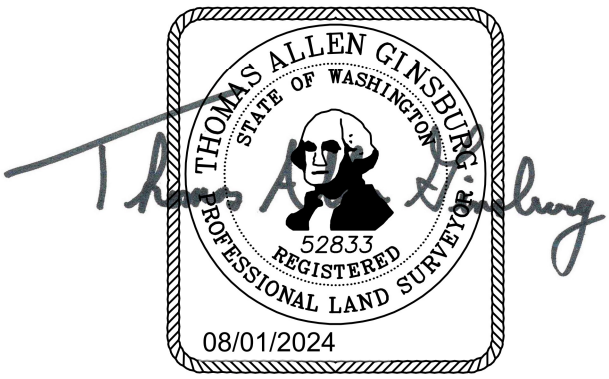
THENCE NORTH 87° 57’ 41” WEST A DISTANCE OF 8.42 FEET;

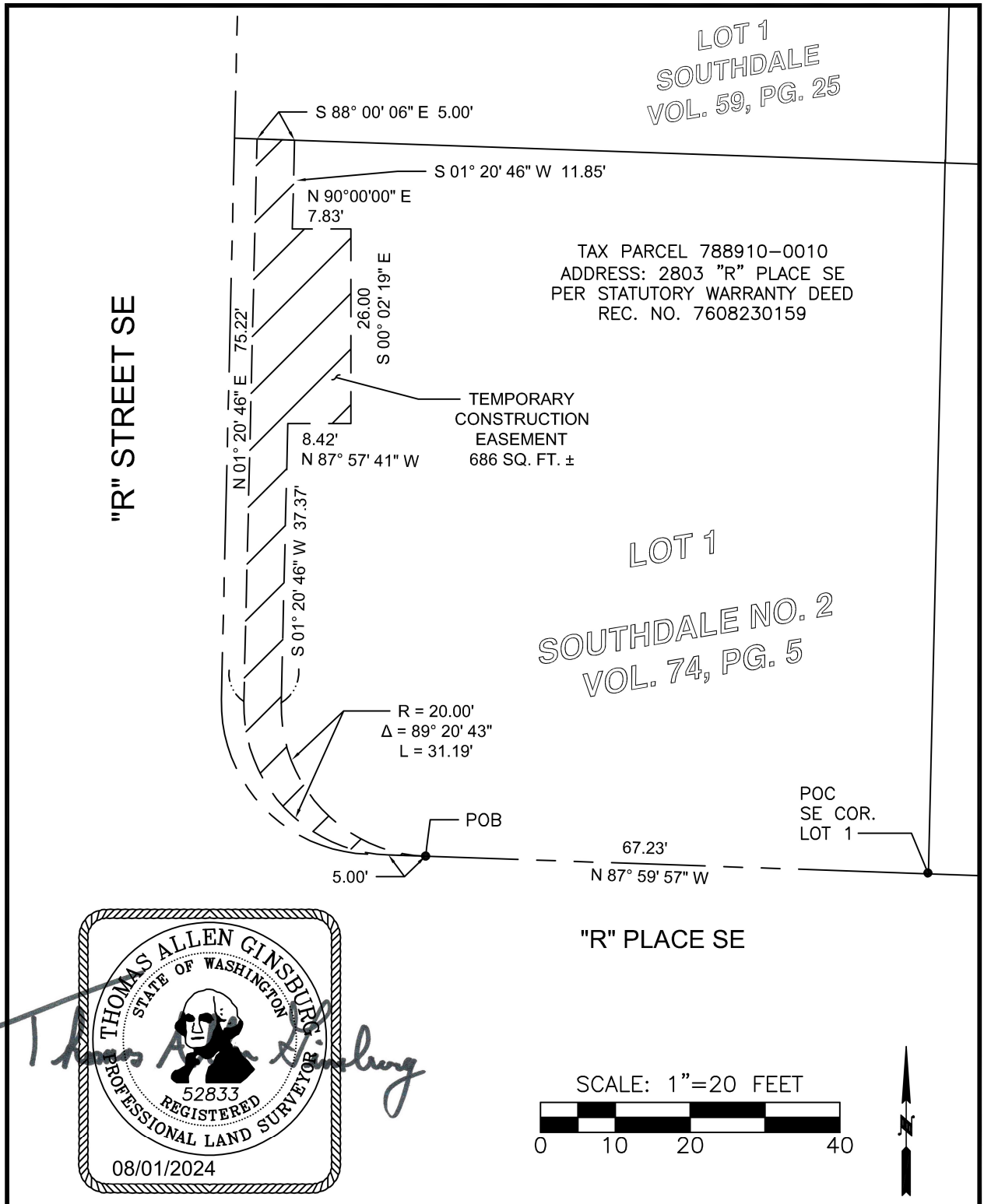
THENCE SOUTH 01° 20’ 46” WEST A DISTANCE OF 37.37 FEET TO A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 20.00 FEET THORUGH A CENTRAL ANGLE OF 89° 20’ 43” AN ARC DISTANCE OF 31.19 FEET TO THE SOUTH LINE OF SAID LOT AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING AN AREA OF 686 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS EASEMENT IS SOUTH 01° 20’ 03” WEST BEING THE MONUMENTED CENTERLINE OF “R” STREET SE AS DETERMINED BETWEEN 25TH STREET SE (COA MON 1110-031) AND 29TH STREET SE (COA MON 1110-038).





CITY OF AUBURN
WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT E

DEPICTION
TEMPORARY CONSTRUCTION EASEMENT
TPN 788910-0010
IN NW 1/4 OF THE NW 1/4 OF S 29, T21N, R5E, W.M.

Property Owners: Ira B. Frank
Maureen Y. Frank

Tax Parcel: 788900-0005

EXHIBIT A

PARCEL LEGAL DESCRIPTION
Tax Parcel #788900-0005

LOT 1, SOUTHDALE ADDITION TO AUBURN, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 59 OF PLATS AT PAGE 25, RECORDS OF KING COUNTY, WASHINGTON.

EXHIBIT B

RIGHT OF WAY DEDICATION
LEGAL DESCRIPTION

THAT PORTION OF LOT 1, SOUTHDALE ADDITION TO AUBURN, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 59 OF PLATS AT PAGE 25, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE ALONG THE SOUTH LINE OF SAID LOT 1, SOUTH 88° 00' 06" EAST A DISTANCE OF 3.02 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 01° 20' 46" EAST A DISTANCE OF 89.89 FEET TO A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

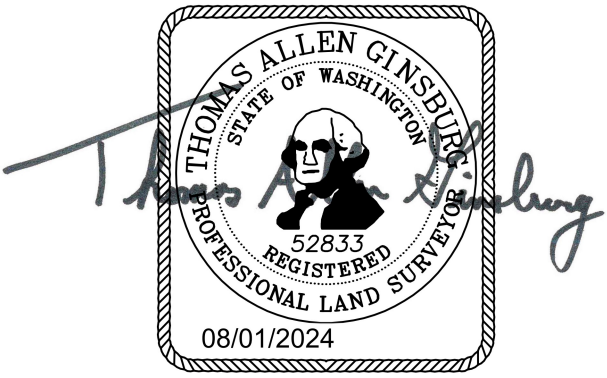
THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 10.00 FEET THROUGH A CENTRAL ANGLE OF 90° 39' 08" AN ARC DISTANCE OF 15.82 FEET TO THE NORTH LINE OF SAID LOT;

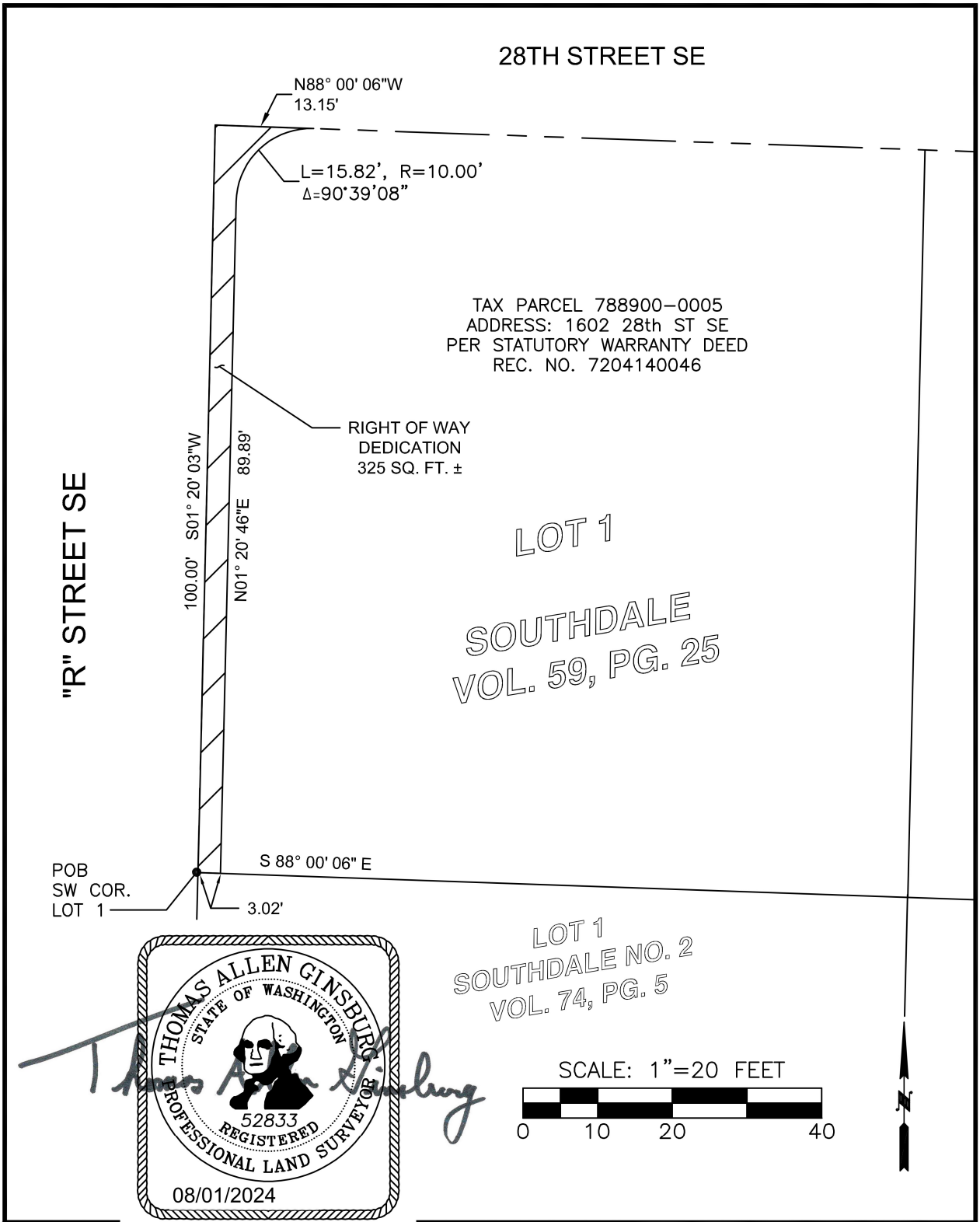
THENCE ALONG SAID NORTH LINE, NORTH 88° 00' 06" WEST A DISTANCE OF 13.15 FEET TO THE WEST LINE OF SAID LOT;

THENCE ALONG SAID WEST LINE, SOUTH 01° 20' 03" WEST A DISTANCE OF 100.00 FEET TO THE SOUTH LINE OF SAID LOT AND THE POINT OF BEGINNING.

SAID RIGHT OF WAY DEDICATION CONTAINING AN AREA OF 325 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DEDICATION IS SOUTH 01° 20' 03" WEST BEING THE MONUMENTED CENTERLINE OF "R" STREET SE AS DETERMINED BETWEEN 25TH STREET SE (COA MON 1110-031) AND 29TH STREET SE (COA MON 1110-038).





CITY OF AUBURN
WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT C

DEPICTION
RIGHT OF WAY DEDICATION
TPN 788900-0005
IN NW 1/4 OF THE NW 1/4 OF S 29, T21N, R5E, W.M.

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

THAT PORTION OF LOT 1, SOUTHDALE ADDITION TO AUBURN, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 59 OF PLATS AT PAGE 25, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE ALONG THE NORTH LINE OF SAID LOT 1, NORTH 88° 00' 06" WEST A DISTANCE OF 76.85 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 88° 00' 06" WEST, A DISTANCE OF 5.00 FEET TO A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 10.00 FEET THROUGH A CENTRAL ANGLE OF 90° 39' 08" AN ARC DISTANCE OF 15.82 FEET;

THENCE SOUTH 01° 20' 46" WEST, A DISTANCE OF 89.89 FEET TO THE SOUTH LINE OF SAID LOT;

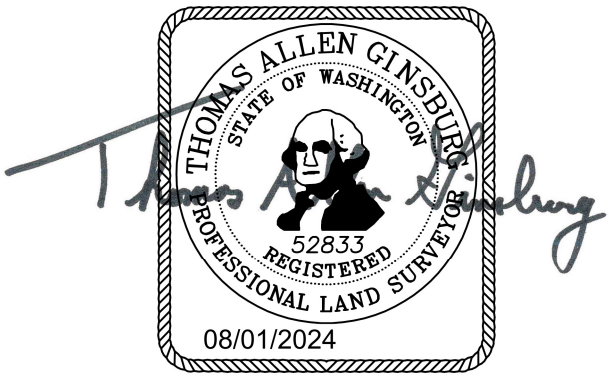
THENCE ALONG SAID SOUTH LINE, SOUTH 88° 00' 06" EAST A DISTANCE OF 5.00 FEET;

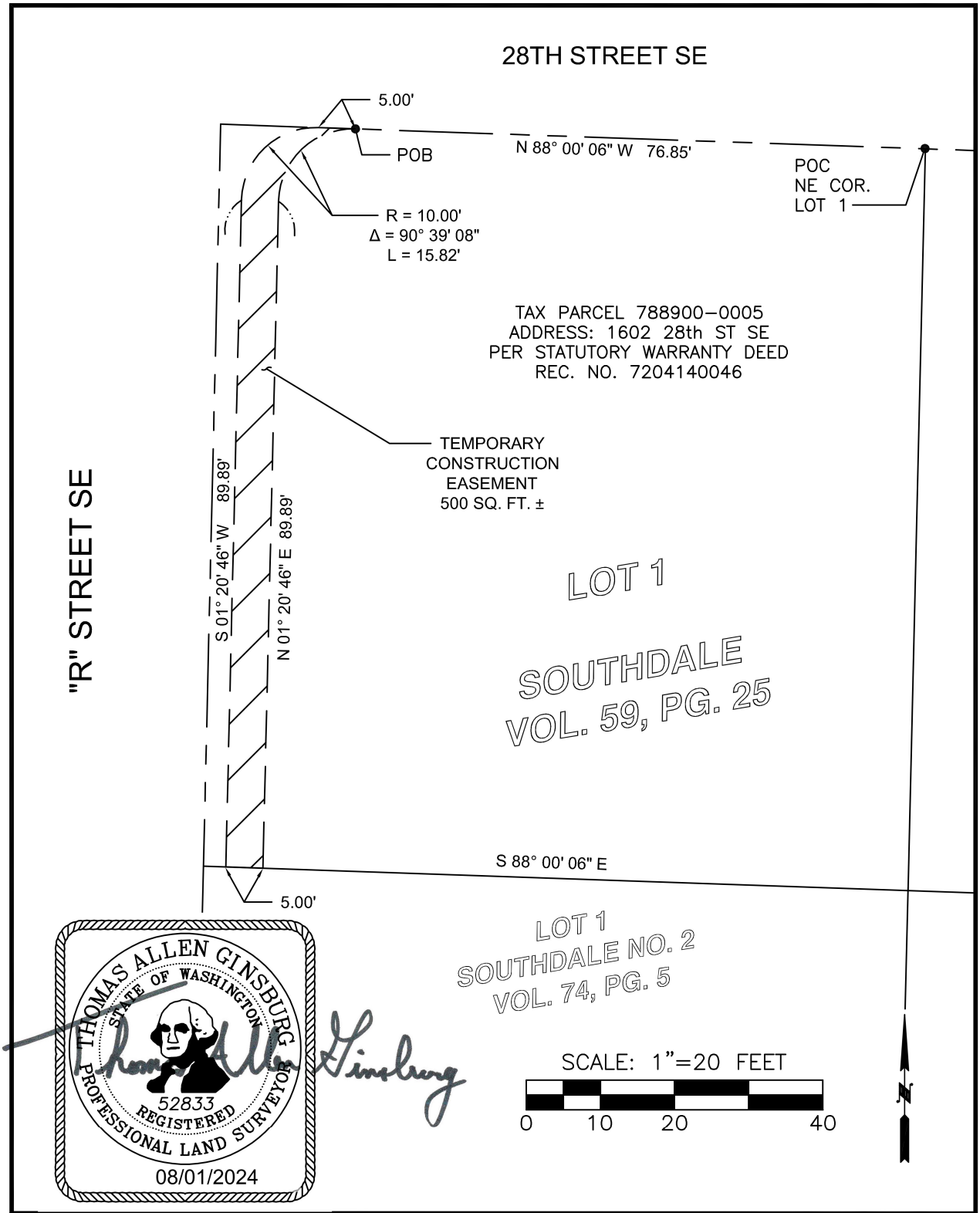
THENCE LEAVING SAID SOUTH LINE, NORTH 01° 20' 46" EAST A DISTANCE OF 89.89 FEET TO A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 10.00 FEET THROUGH A CENTRAL ANGLE OF 90° 39' 08" AN ARC DISTANCE OF 15.82 FEET TO THE NORTH LINE OF SAID LOT AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING AN AREA OF 500 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS EASEMENT IS SOUTH 01° 20' 03" WEST BEING THE MONUMENTED CENTERLINE OF "R" STREET SE AS DETERMINED BETWEEN 25TH STREET SE (COA MON 1110-031) AND 29TH STREET SE (COA MON 1110-038).





CITY OF AUBURN
WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT E

DEPICTION
TEMPORARY CONSTRUCTION EASEMENT
TPN 788900-0005
IN NW 1/4 OF THE NW 1/4 OF S 29, T21N, R5E, W.M.

Property Owner: Bible Chapel, Inc

Tax Parcel: 292105-9037

EXHIBIT A

PARCEL LEGAL DESCRIPTION
Tax Parcel #292105-9037

BEGINNING AT A POINT ON THE WEST LINE OF SECTION 29, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON, SOUTH 1°19'00" EAST, 273.63 FEET FROM THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 1°19'00" EAST ALONG SAID WEST LINE 327.77 FEET; THENCE NORTH 75°05'15" EAST 450.26 FEET; THENCE NORTH 28°07'30" WEST 150.00 FEET; THENCE NORTH 0°41'00" WEST 145.00 FEET; THENCE SOUTH 80°08'22" WEST 382.05 FEET TO THE POINT OF BEGINNING. LESS THE NORTHERLY 160 FEET LYING EASTERLY OF THE WESTERLY 224 FEET. EXCEPT ROADS AND EXCEPT THAT PORTION THEREOF LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 29 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS NORTH A DISTANCE OF 598.67; THENCE NORTH 75°32'20" EAST 30.98 FEET TO A POINT ON THE EAST LINE OF 100TH AVENUE SOUTHEAST (SOMETIMES REFERRED TO AS R STREET SOUTHEAST) WHICH POINT IS THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 75°32'20" EAST 419.21 FEET ALONG WHICH LINE IS LOCATED AN EXISTING WIRE FENCE AND THE PRODUCTION THEREOF EASTERLY TO THE EXISTING STAKE WHICH MARKS THE EASTERLY TERMINUS OF SAID LINE.

LESS THAT PORTION OF GOVERNMENT LOT 4 IN SECTION 29, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 38, SOUTHDALE AS RECORDED IN VOLUME 59 OF PLATS AT PAGE 25, RECORDS OF KING COUNTY, WASHINGTON; THENCE NORTH A DISTANCE OF 14.00 FEET; THENCE NORTH 83°23'47" EAST 93.62 FEET TO THE NORTHEAST CORNER OF SAID LOT 38; THENCE SOUTH 75°05'15 WEST 96.24 FEET TO THE POINT OF BEGINNING.

(ALSO KNOWN AS LOT B, LOT LINE ADJUSTMENT NO. LLA-0004-98, RECORDED UNDER RECORDING NO. 9806031697, RECORDS OF KING COUNTY, WASHINGTON.)

EXHIBIT B

PERMANENT SLOPE EASEMENT
LEGAL DESCRIPTION

THAT PORTION OF THAT PORTION OF LOT B, LOT LINE ADJUSTMENT NO. LLA-0004-98, RECORDED UNDER RECORDING NO. 9806031697, RECORDS OF KING COUNTY, WASHINGTON, IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT B, THENCE ALONG THE NORTH LINE OF SAID LOT B, NORTH 81° 28’ 25” EAST A DISTANCE OF 10.15 FEET;

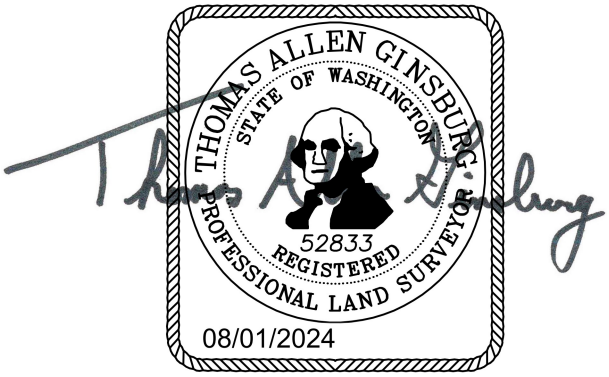
THENCE LEAVING SAID NORTH LINE, SOUTH 01° 20’ 03” WEST A DISTANCE OF 21.26 FEET;

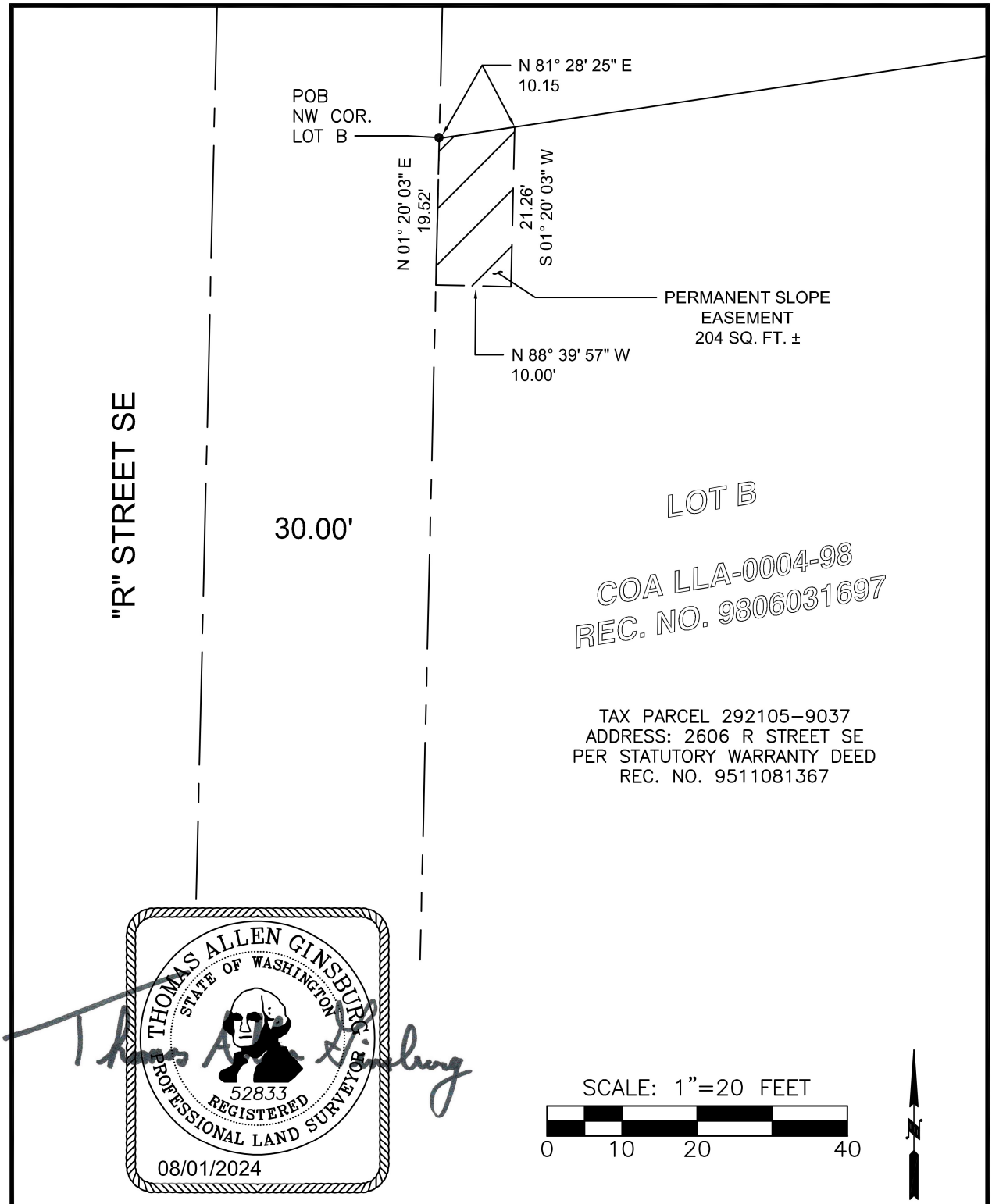
THENCE NORTH 88° 39’ 57” WEST A DISTANCE OF 10.00 FEET TO THE WEST LINE OF SAID LOT;

THENCE ALONG SAID WEST LINE, NORTH 01° 20’ 03” EAST A DISTANCE OF 19.52 FEET TO THE NORTH LINE OF SAID LOT AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING AN AREA OF 204 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS EASEMENT IS SOUTH 01° 20’ 03” WEST BEING THE MONUMENTED CENTERLINE OF “R” STREET SE AS DETERMINED BETWEEN 25TH STREET SE (COA MON 1110-031) AND 29TH STREET SE (COA MON 1110-038).





CITY OF AUBURN
WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT C

DEPICTION
PERMANENT SLOPE EASEMENT
TPN 292105-9037
IN NW 1/4 OF THE NW 1/4 OF S 29, T21N, R5E, W.M.

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

THAT PORTION OF LOT B, LOT LINE ADJUSTMENT NO. LLA-0004-98, RECORDED UNDER RECORDING NO. 9806031697, RECORDS OF KING COUNTY, WASHINGTON, IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT B, THENCE ALONG THE WEST LINE OF SAID LOT B, SOUTH 01° 20’ 03” WEST A DISTANCE OF 44.75 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 01° 20’ 03” WEST A DISTANCE OF 50.00 FEET;

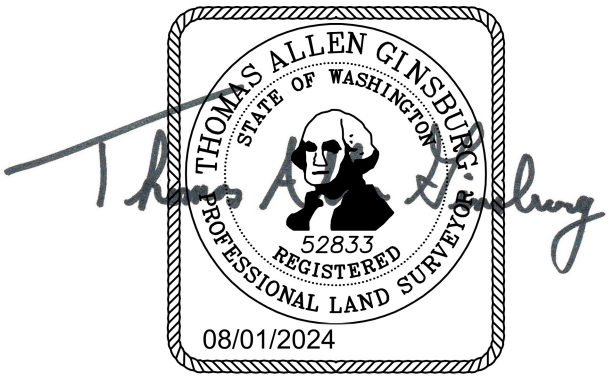
THENCE LEAVING SAID WEST LINE, SOUTH 88° 39’ 57” EAST A DISTANCE OF 15.30 FEET;

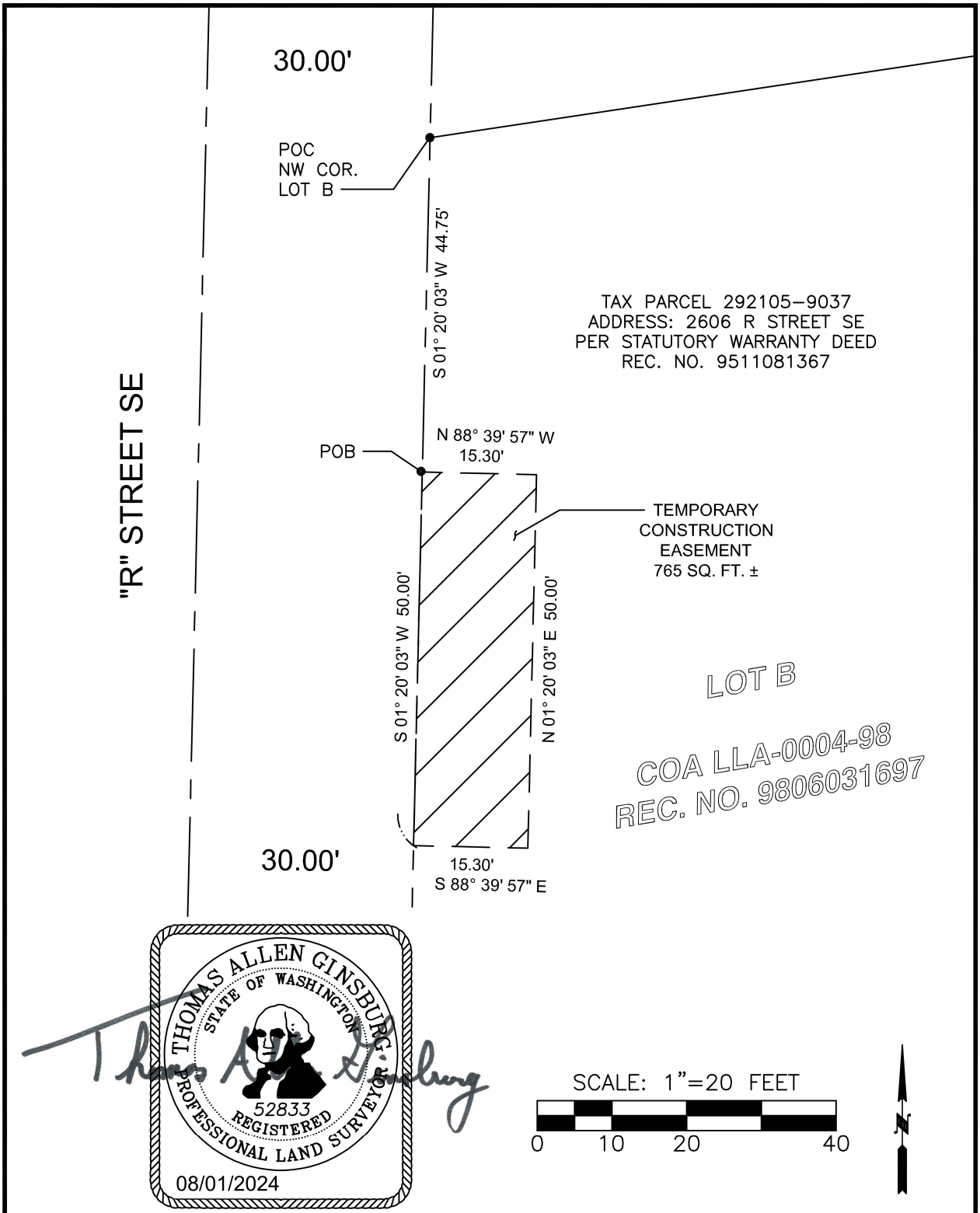
THENCE NORTH 01° 20’ 03” EAST A DISTANCE OF 50.00 FEET;

THENCE NORTH 88° 39’ 57” WEST A DISTANCE OF 15.30 FEET TO SAID WEST LINE AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING AN AREA OF 765 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS EASEMENT IS SOUTH 01° 20’ 03” WEST BEING THE MONUMENTED CENTERLINE OF “R” STREET SE AS DETERMINED BETWEEN 25TH STREET SE (COA MON 1110-031) AND 29TH STREET SE (COA MON 1110-038).





CITY OF AUBURN
WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT E

DEPICTION
TEMPORARY CONSTRUCTION EASEMENT
TPN 292105-9037
IN NW 1/4 OF THE NW 1/4 OF S 29, T21N, R5E, W.M.

Property Owners: Fernando Lujan Velasquez
Nancy Lujan

Tax Parcel: 292105-9060

EXHIBIT A

PARCEL LEGAL DESCRIPTION
Tax Parcel #292105-9060

THAT PORTION OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON A POINT ON THE WEST LINE OF SECTION 29, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., 148 FEET SOUTH OF THE NORTHWEST CORNER; THENCE SOUTH 125.63 FEET; THENCE NORTH 80°08'23" EAST 382.05 FEET; THENCE NORTH 00°41'00" WEST 55 FEET; THENCE NORTH 89°13'00" WEST 376.26 FEET MORE OR LESS TO BEGINNING, LESS ROAD.

EXHIBIT B

PERMANENT SLOPE EASEMENT
LEGAL DESCRIPTION

THAT PORTION OF PARCEL “A” DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 20210910001899 AND AS DEPCICTED ON RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 20220512900003, BEING A PORTION OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL “A,” ALSO BEING A POINT ON THE EAST RIGHT OF WAY MARGIN OF “R” STREET SE;

THENCE ALONG THE WEST LINE OF SAID PARCEL”A,” NORTH 01° 20’ 03” EAST A DISTANCE OF 120.36 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID PARCEL;

THENCE ALONG SAID NORTH LINE, SOUTH 88° 33’ 25” EAST A DISTANCE OF 10.00 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 01° 19’ 40” WEST A DISTANCE OF 28.23 FEET;

THENCE SOUTH 85° 04’ 47” WEST A DISTANCE OF 8.34 FEET;

THENCE SOUTH 00° 18’ 27” WEST A DISTANCE OF 12.30 FEET;

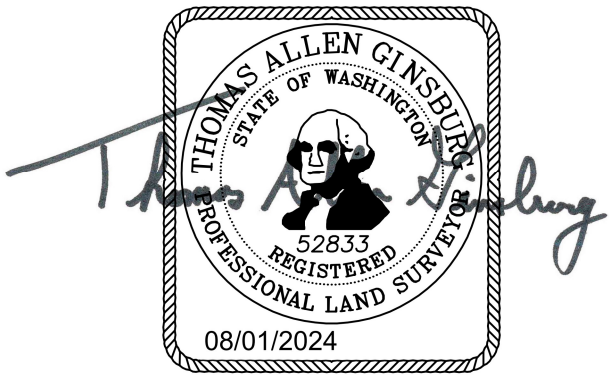
THENCE NORTH 75° 32’ 16” EAST A DISTANCE OF 8.38 FEET;

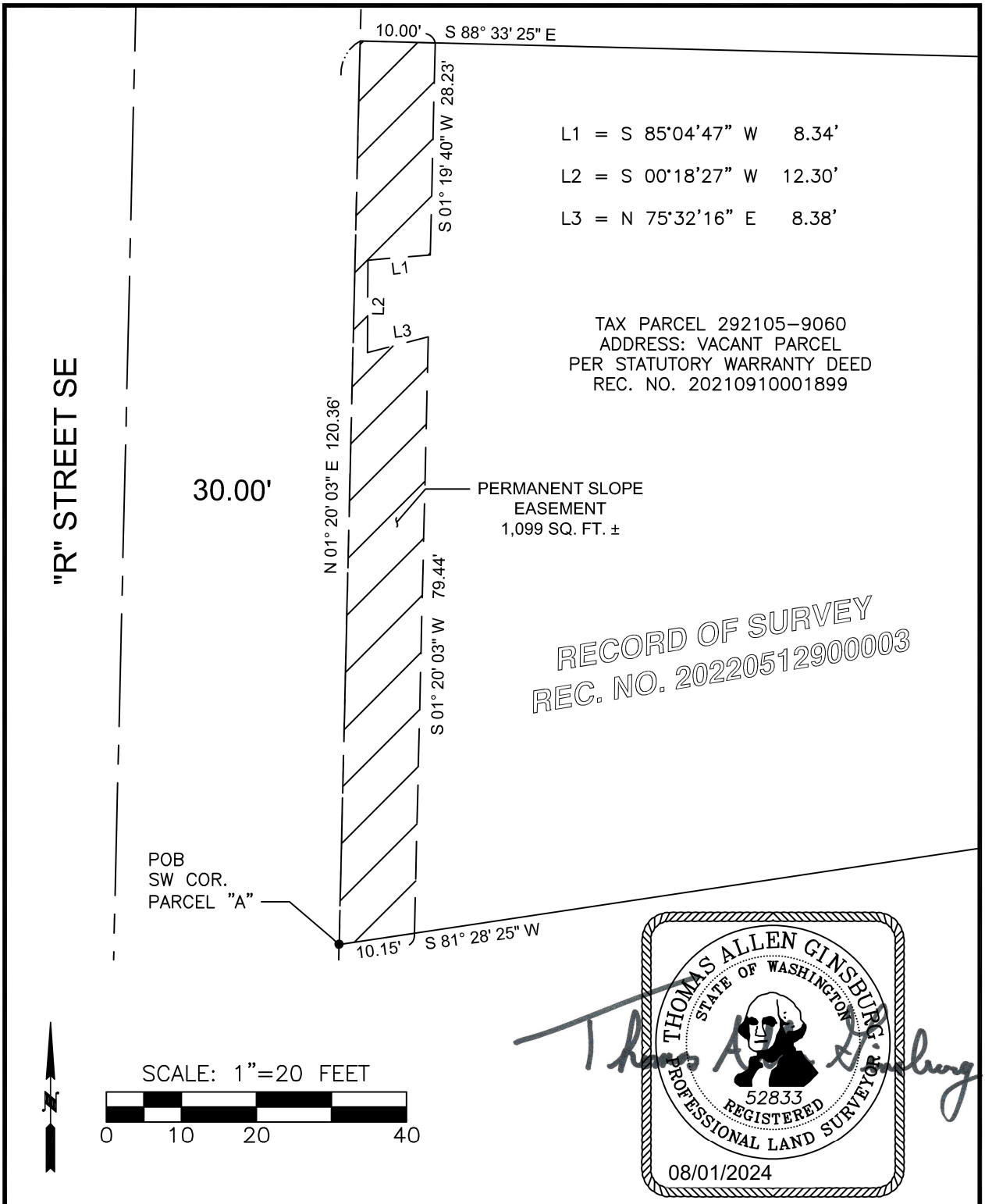
THENCE SOUTH 01° 20’ 03” WEST A DISTANCE OF 79.44 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID PARCEL;

THENCE ALONG SAID SOUTH LINE, SOUTH 81° 28’ 25” WEST A DISTANCE OF 10.15 FEET TO SAID WEST LINE AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING AN AREA OF 1,099 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS EASEMENT IS SOUTH 01° 20’ 03” WEST BEING THE MONUMENTED CENTERLINE OF “R” STREET SE AS DETERMINED BETWEEN 25TH STREET SE (COA MON 1110-031) AND 29TH STREET SE (COA MON 1110-038).





CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT C

DEPICTION
PERMANENT SLOPE EASEMENT
TPN 292105-9060
IN NW 1/4 OF THE NW 1/4 OF S 29, T21N, R5E, W.M.

Property Owner: Mailene B. Anonuevo-Smith

Tax Parcel: 192105-9212

EXHIBIT A

PARCEL LEGAL DESCRIPTION
Tax Parcel #192105-9212

THE EAST 130 FEET OF THE SOUTH 132 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON.

EXCEPT THE EAST 20 FEET.

AND EXCEPT THE SOUTH 30 FEET FOR ROADS.

AND ALSO THAT PORTION CONVEYED TO THE CITY OF AUBURN BY DEED RECORDED UNDER RECORDING NO. 9211250270.

EXHIBIT B

RIGHT OF WAY DEDICATION
LEGAL DESCRIPTION

THE EAST 5.10 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

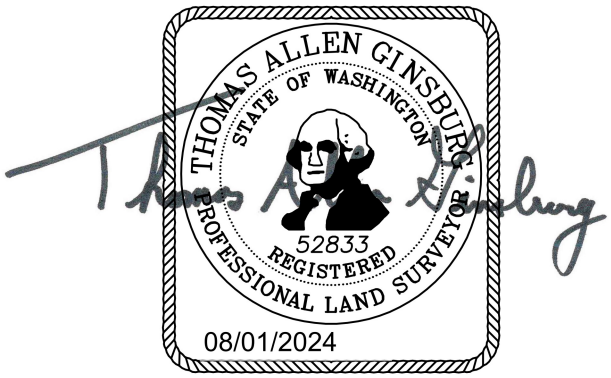
THE EAST 130 FEET OF THE SOUTH 132 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON;

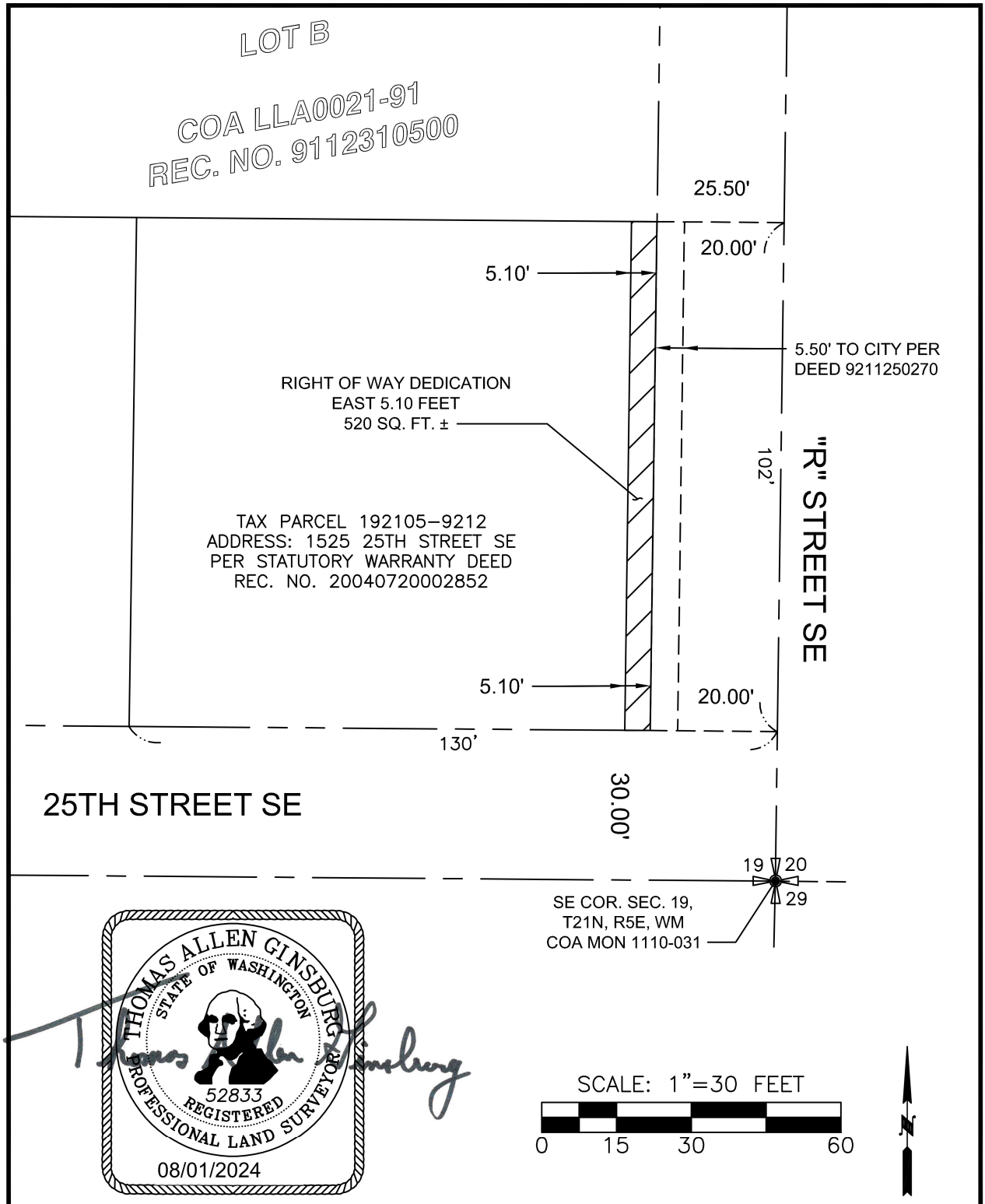
EXCEPT THE EAST 20 FEET;

EXCEPT THE SOUTH 30 FEET FOR ROADS;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF AUBURN BY DEED RECORDED UNDER RECORDING NUMBER 9211250270.

SAID RIGHT OF WAY DEDICATION CONTAINING AN AREA OF 520 SQUARE FEET, MORE OR LESS.





CITY OF AUBURN
WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT C
DEPICTION
RIGHT OF WAY DEDICATION
TPN 192105-9212
IN SE 1/4 OF THE SE 1/4 OF S 19, T21N, R5E, W.M.

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

THE WEST 9.50 FEET OF THE EAST 14.60 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

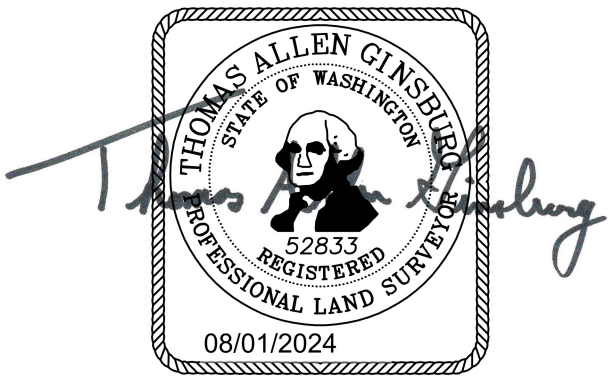
THE EAST 130 FEET OF THE SOUTH 132 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON;

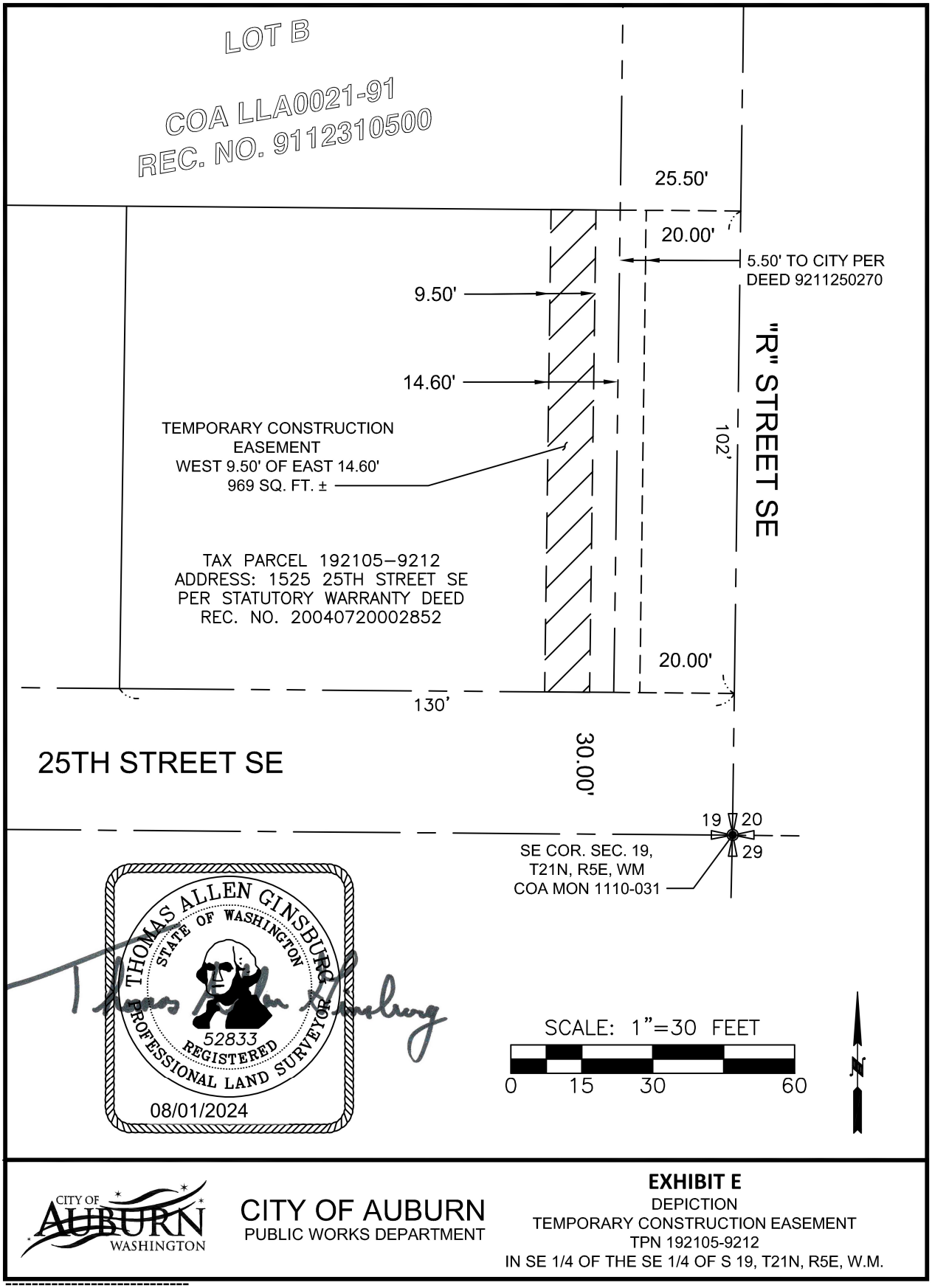
EXCEPT THE EAST 20 FEET;

EXCEPT THE SOUTH 30 FEET FOR ROADS;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF AUBURN BY DEED RECORDED UNDER RECORDING NUMBER 9211250270.

SAID EASEMENT CONTAINING AN AREA OF 969 SQUARE FEET, MORE OR LESS.





CITY OF AUBURN
WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT E
DEPICTION
TEMPORARY CONSTRUCTION EASEMENT
TPN 192105-9212
IN SE 1/4 OF THE SE 1/4 OF S 19, T21N, R5E, W.M.

Property Owners: Jose M. Martinez Lopez
Adilene Rodriquez Valazquez

Tax Parcel: 192105-9179

EXHIBIT A

PARCEL LEGAL DESCRIPTION
Tax Parcel #192105-9179

THE NORTH 198 FEET OF THE SOUTH 330 FEET OF THE EAST 330 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE SOUTH 0°00'19" EAST ALONG THE EAST LINE OF SAID SUBDIVISION 992.66 FEET TO THE CENTERLINE OF 24TH STREET SOUTHEAST; THENCE SOUTH 89°39'41" WEST 330 FEET; THENCE SOUTH 0°00'19" EAST 30 FEET TO THE SOUTH LINE OF 24TH STREET SOUTHEAST; THENCE NORTH 89°39'41" EAST ALONG THE SOUTH LINE 90.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°39'41" EAST 121.48; THENCE SOUTH 0°00'19" EAST 56 FEET; THENCE SOUTH 89°39'41' WEST 48.28 FEET; THENCE SOUTH 0°00'19" EAST 112.00 FEET; THENCE SOUTH 85°39'41" WEST 73.20 FEET; THENCE NORTH 0°00'19" WEST 168.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THE SOUTH 132 FEET THEREOF.

ALSO EXCEPT THE WEST 90.6 FEET THEREOF.

ALSO EXCEPT ANY PORTION LYING WITHIN R STREET SOUTHEAST.

ALSO EXCEPT ANY PORTION LYING WITHIN 24TH STREET SOUTHEAST.

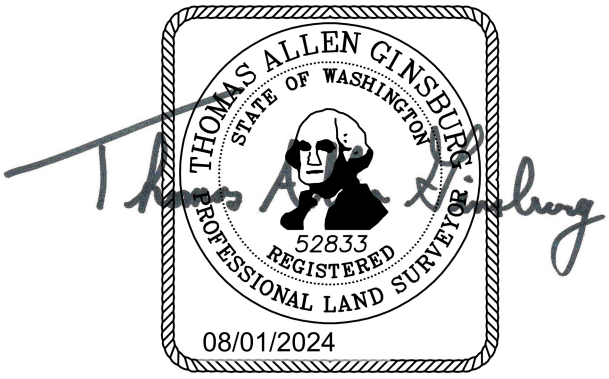
(BEING A PORTION OF LOT B, LOT LINE ADJUSTMENT NO. 0021-91, RECORDED UNDER RECORDING NO. 9112310500, RECORDS OF KING COUNTY, WASHINGTON.)

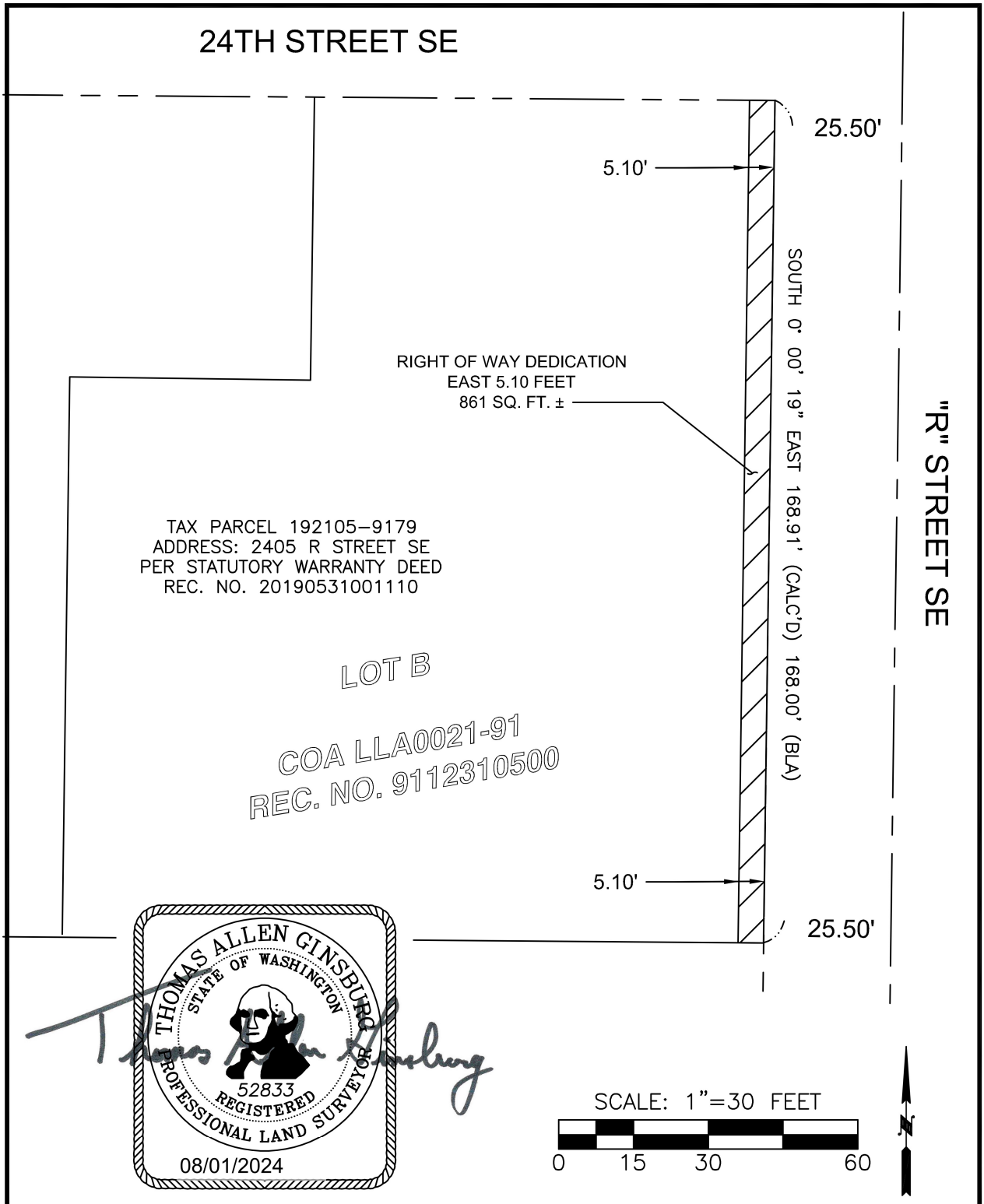
EXHIBIT B

RIGHT OF WAY DEDICATION
LEGAL DESCRIPTION

THE EAST 5.10 FEET OF LOT B, LOT LINE ADJUSTMENT NO. LLA0021-91, RECORDED UNDER RECORDING NO. 9112310500 RECORDS OF KING COUNTY, WASHINGTON.

SAID RIGHT OF WAY DEDICATION CONTAINING AN AREA OF 861 SQUARE FEET, MORE OR LESS.





CITY OF AUBURN
WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

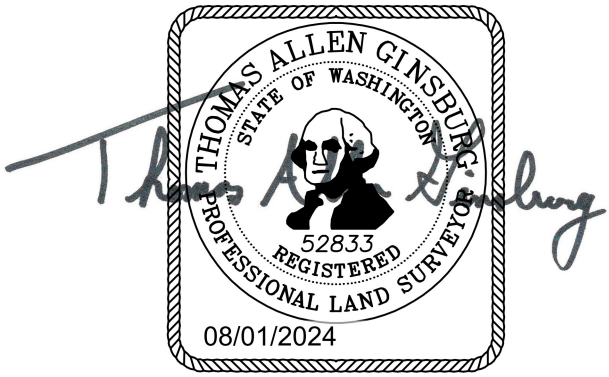
EXHIBIT C
DEPICTION
RIGHT OF WAY DEDICATION
TPN 192105-9179
IN SE 1/4 OF THE SE 1/4 OF S 19, T21N, R5E, W.M.

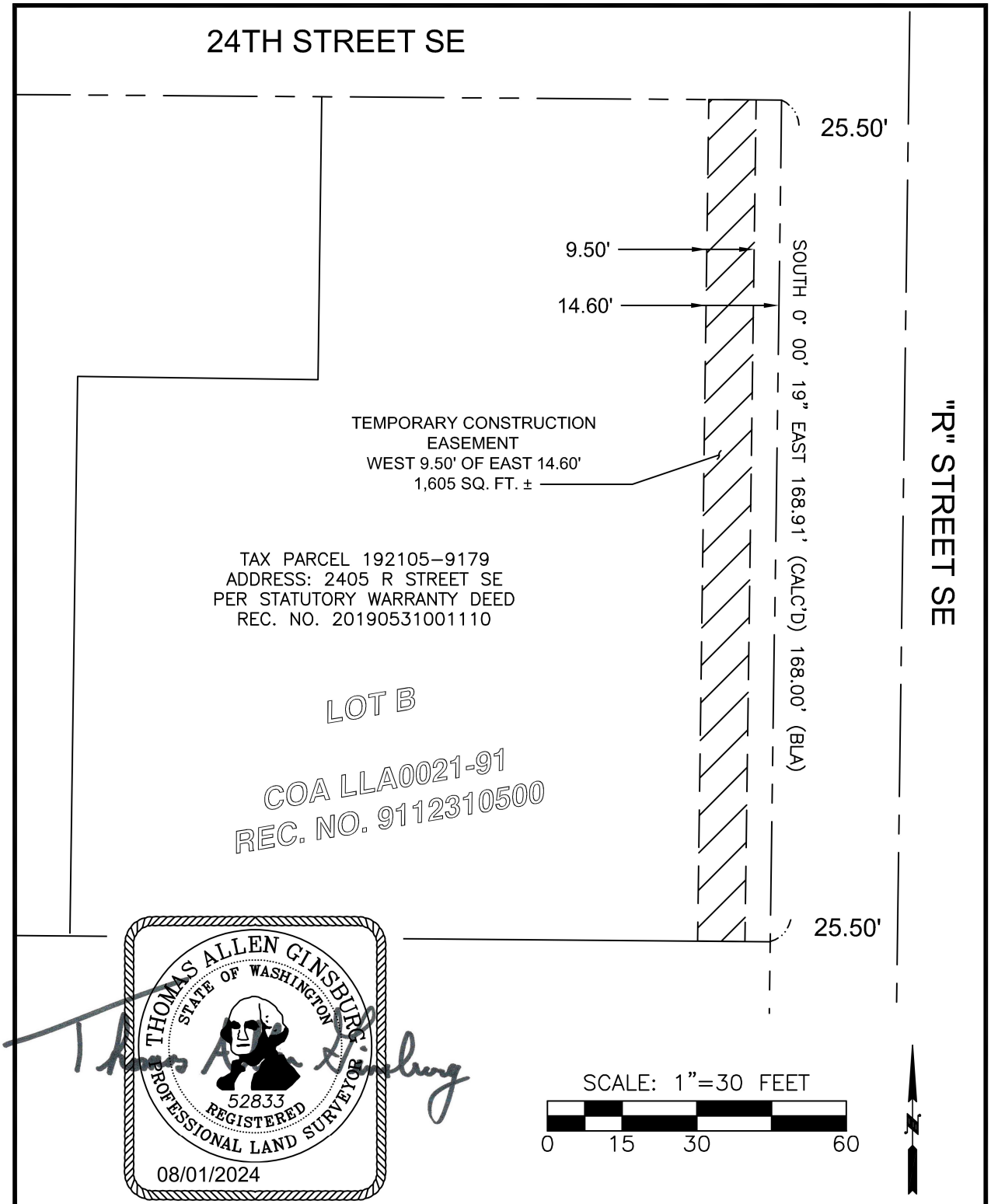
EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

THE WEST 9.50 FEET OF THE EAST 14.60 FEET OF LOT B, LOT LINE ADJUSTMENT NO. LLA0021-91, RECORDED UNDER RECORDING NO. 9112310500 RECORDS OF KING COUNTY, WASHINGTON.

SAID EASEMENT CONTAINING AN AREA OF 1,605 SQUARE FEET, MORE OR LESS.





CITY OF AUBURN
WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT E
DEPICTION
TEMPORARY CONSTRUCTION EASEMENT
TPN 192105-9179
IN SE 1/4 OF THE SE 1/4 OF S 19, T21N, R5E, W.M.

Property Owner: T. Lindsay Howard

Tax Parcel: 292105-9031

EXHIBIT A

PARCEL LEGAL DESCRIPTION
Tax Parcel #292105-9031

BEGINNING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE SOUTH 1°19'00" EAST 148 FEET; THENCE SOUTH 89°13'00" EAST 372.36 FEET; THENCE NORTH 00°41'00" WEST 148 FEET; THENCE WEST TO THE POINT OF BEGINNING. EXCEPT COUNTY ROAD.

EXHIBIT B

PERMANENT SLOPE EASEMENT
LEGAL DESCRIPTION

THAT PORTION OF GOVERNMENT LOT 4 IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, AS MONUMENTED BY CITY OF AUBURN MONUMENT 1110-031, AN ENCASED 3 INCH DIAMETER BRASS DISK STAMPED WITH AN "X" AND "CITY OF AUBURN PUBLIC WORKS LS 22954" AT THE INTERSECTION OF 25TH STREET SE AND "R" STREET SE;

THENCE SOUTH 89° 32' 37" EAST A DISTANCE OF 30.00 FEET TO THE EAST RIGHT OF WAY MARGIN OF "R" STREET SE;

THENCE ALONG SAID EAST MARGIN, SOUTH 01° 20' 03" WEST A DISTANCE OF 62.09 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST MARGIN, SOUTH 01° 20' 03" WEST A DISTANCE OF 86.42 FEET TO THE NORTH LINE OF PARCEL "A" AS DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 20210910001899 AND AS DEPCICTED ON RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 20220512900003;

THENCE ALONG SAID NORTH LINE, SOUTH 88° 33' 25" EAST A DISTANCE OF 10.00 FEET;

THENCE LEAVING SAID NORTH LINE, NORTH 01° 19' 52" EAST A DISTANCE OF 40.60 FEET;

THENCE SOUTH 80° 38' 11" WEST A DISTANCE OF 10.18 FEET;

THENCE NORTH 01° 20' 03" EAST A DISTANCE OF 10.87 FEET;

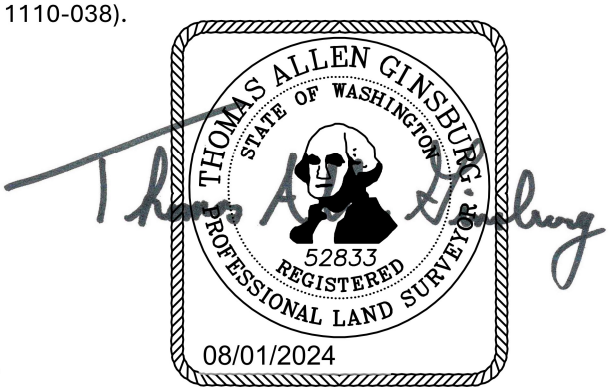
THENCE NORTH 86° 44' 53" EAST A DISTANCE OF 10.04 FEET;

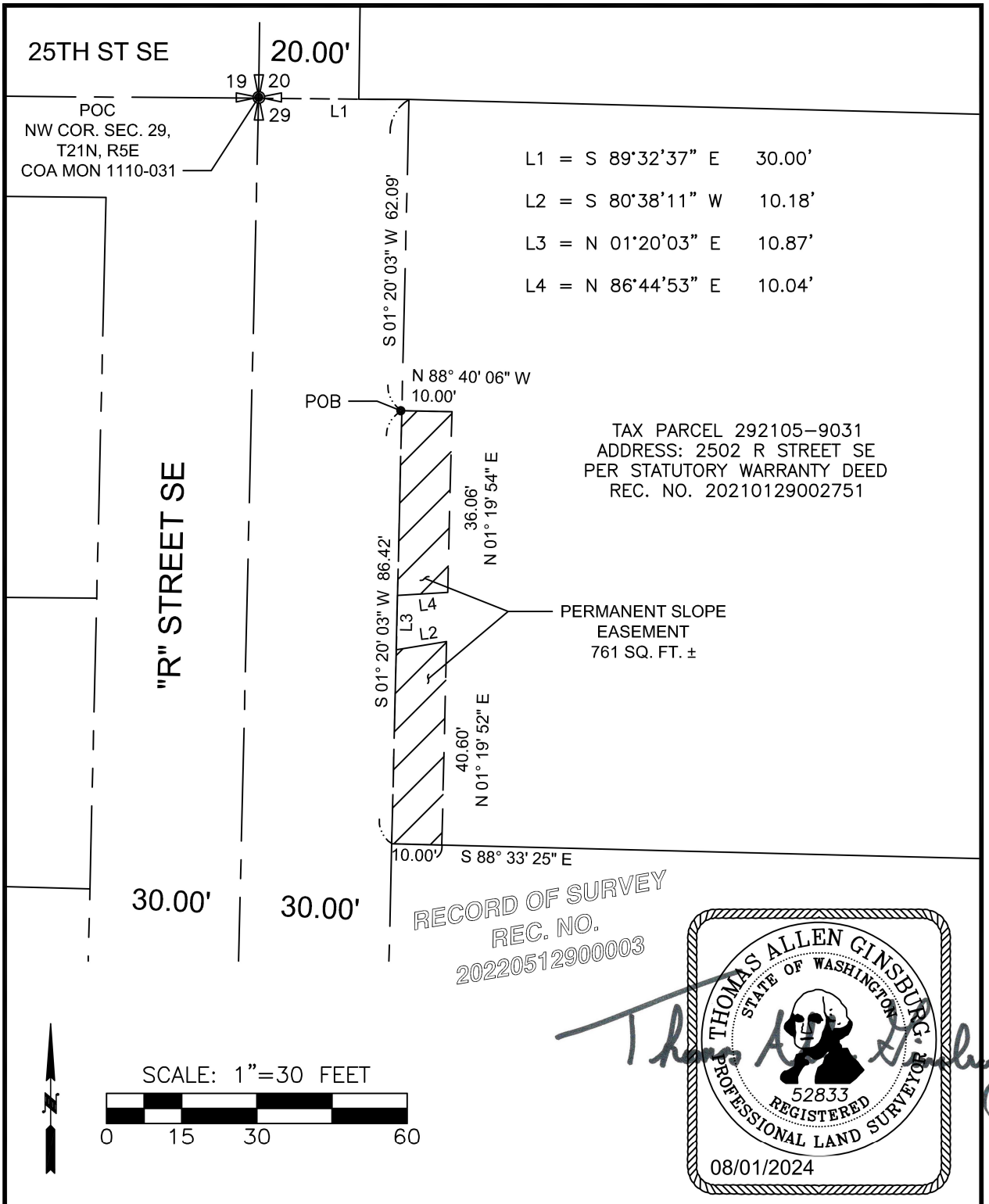
THENCE NORTH 01° 19" 54" EAST A DISTANCE OF 36.06 FEET;

THENCE NORTH 88° 40' 06" WEST A DISTANCE OF 10.00 FEET TO SAID EAST MARGIN AND THE POINT OF BEGINNING

SAID EASEMENT CONTAINING AN AREA OF 761 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS EASEMENT IS SOUTH 01° 20' 03" WEST BEING THE MONUMENTED CENTERLINE OF "R" STREET SE AS DETERMINED BETWEEN 25TH STREET SE (COA MON 1110-031) AND 29TH STREET SE (COA MON 1110-038).





CITY OF AUBURN
WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT C
DEPICTION
PERMANENT SLOPE EASEMENT
TPN 292105-9031
IN NW 1/4 OF THE NW 1/4 OF S 29, T21N, R5E, W.M.

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

THAT PORTION OF GOVERNMENT LOT 4 IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, AS MONUMENTED BY CITY OF AUBURN MONUMENT 1110-031, AN ENCASED 3 INCH DIAMETER BRASS DISK STAMPED WITH AN "X" AND "CITY OF AUBURN PUBLIC WORKS LS 22954" AT THE INTERSECTION OF 25TH STREET SE AND "R" STREET SE;

THENCE SOUTH 89° 32' 37" EAST A DISTANCE OF 30.00 FEET TO THE EAST RIGHT OF WAY MARGIN OF "R" STREET SE;

THENCE ALONG SAID EAST MARGIN, SOUTH 01° 20' 03" WEST A DISTANCE OF 98.95 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST MARGIN, SOUTH 01° 20' 03" WEST A DISTANCE OF 10.87 FEET;

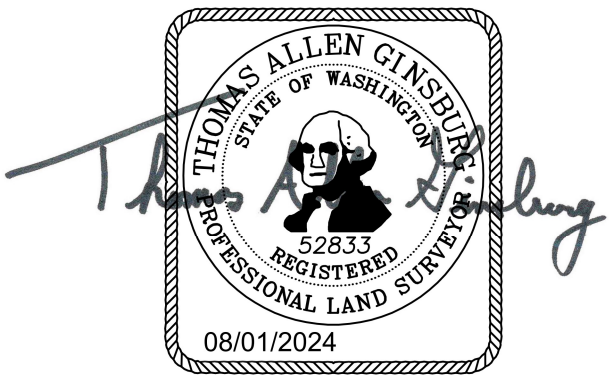
THENCE LEAVING SAID EAST MARGIN, NORTH 80° 38' 11" EAST A DISTANCE OF 10.18 FEET;

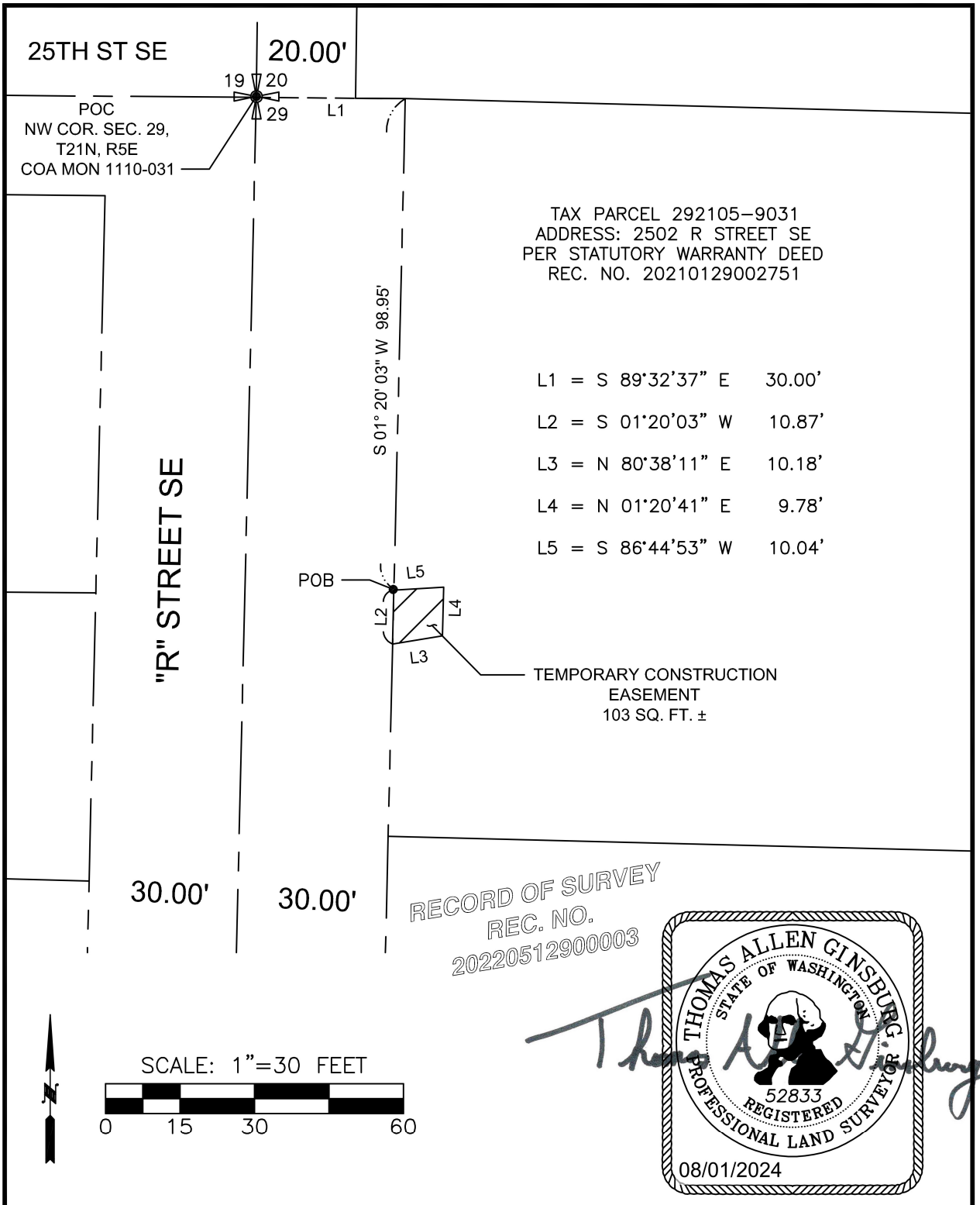
THENCE NORTH 01° 20' 41" EAST A DISTANCE OF 9.78 FEET;

THENCE SOUTH 86° 44' 53" WEST A DISTANCE OF 10.04 FEET TO SAID EAST MARGIN AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING AN AREA OF 103 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS EASEMENT IS SOUTH 01° 20' 03" WEST BEING THE MONUMENTED CENTERLINE OF "R" STREET SE AS DETERMINED BETWEEN 25TH STREET SE (COA MON 1110-031) AND 29TH STREET SE (COA MON 1110-038).



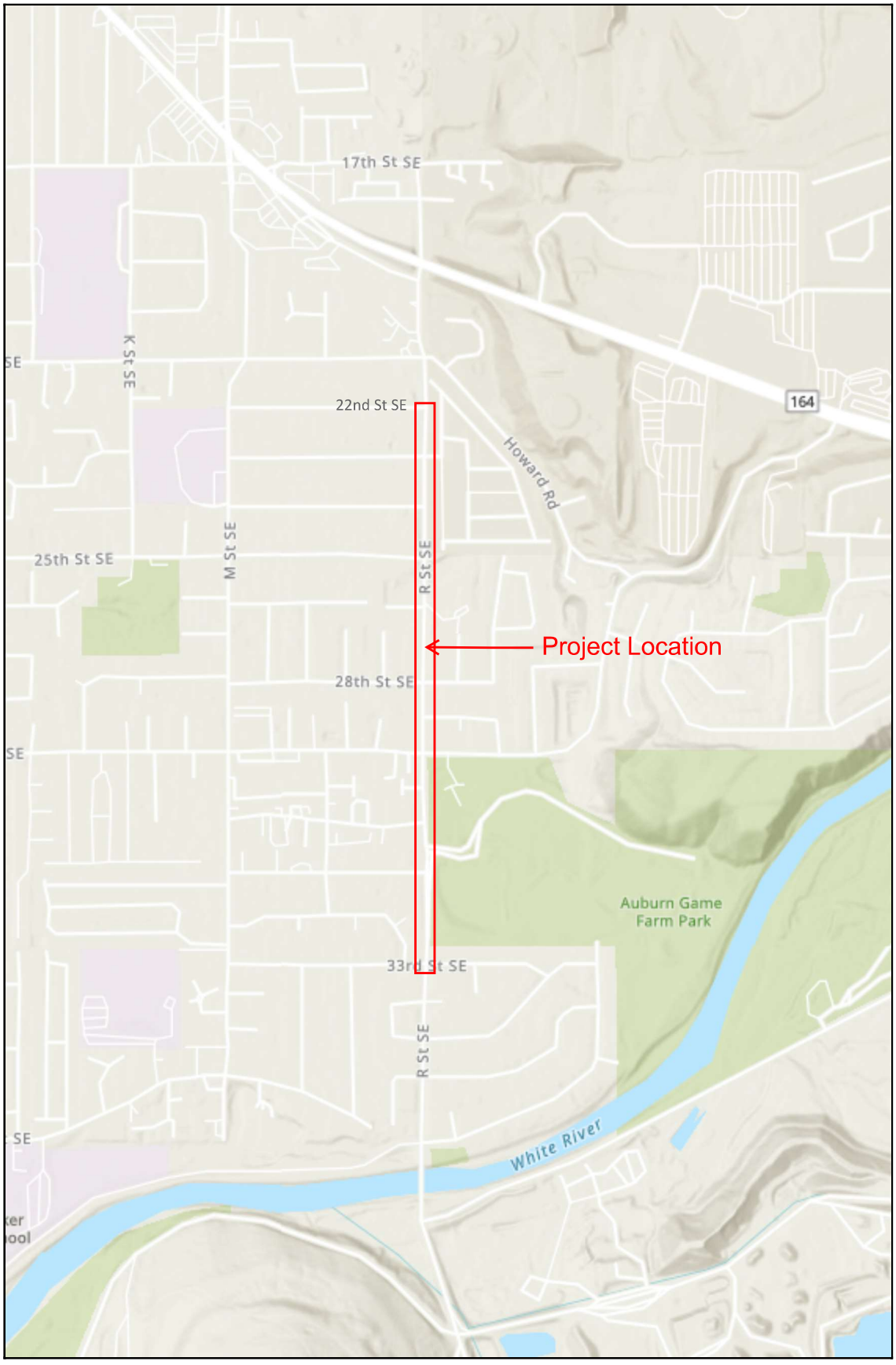


CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT E

DEPICTION
TEMPORARY CONSTRUCTION EASEMENT
TPN 292105-9031
IN NW 1/4 OF THE NW 1/4 OF S 29, T21N, R5E, W.M.

R Street SE Widening - Vicinity Map



0 1500 3000 ft

WGS84 Web Mercator (Auxiliary Sphere)

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5784 (Whalen)

Date:
October 15, 2024

Department:
Legal

Attachments:
Resolution No. 5784
2025 Proposed Fee Schedule

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

Administrative Recommendation:

City Council to adopt Resolution No. 5784.

Background for Motion:

In 2007, the City Council passed Ordinance No. 5707, which provided for the adoption of a Fee Schedule. Every year, City staff reviews the fees charged by their respective departments and recommend adjustments based on current costs, or inflation when appropriate. Resolution No. 5784 would approve proposed adjustments and amend the City of Auburn Fee Schedule for fees to be charged in 2025.

Background Summary:

Resolution No. 5784 proposes modifications to the City's Fee Schedule as part of its annual review process. Each department has reviewed its fees, rates, and charges, to ensure they are reflective of current costs, or inflation where appropriate.

In accordance with previous City Council direction on fees for development achieving a full cost recovery, general fees have been increased by 4% and hourly rate fees have been increased by 6.5% to address inflation and the typical annual increase in wages and benefits that have occurred since the last fee schedule update.

Traffic Impact Fees have been increased based on the discussion with City Council at the May 13, 2024 Council Study Session and on the updated Transportation Improvement Plan adopted by Council on June 17, 2024.

System Development Charges have been increased in accordance with previous City Council direction to use the Construction Cost Index for the previous year which is at 1.8% as of July 2024.

In addition, staff is proposing to move fees between Section A - Community Development and Section B – Engineering and Public Works for the Water/Sewer Certification Application and removing fees that are duplicative between the two sections.

New fees being proposed include a base fee for Hydraulic Water Modeling to address the administrative cost of completing this work, the cost of the modeling is charged at actual

costs and for Recording Fees at actual cost due to significant cost increases from the County for recording documents which are necessary in the development process.

Another new fee proposed is a fee for an Unlicensed Business determined to have been in operation without a valid Business License. Delinquent license and penalty fees are authorized in ACC 5.10.040 but have not previously been identified in the Fee Schedule.

The updates on Hangar Lease Rates in Section D - Airport Fees were recommended for approval by the Airport Advisory Board on September 18, 2024.

Reviewed by Council Committees:

Councilmember:	Cheryl Rakes	**Staff:**	Jason Whalen
Meeting Date:	October 21, 2024	Item Number:	RES.A

RESOLUTION NO. 5784

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING THE CITY OF AUBURN FEE SCHEDULE TO ADJUST FOR 2025 FEES

WHEREAS, the City of Auburn provides various services, a number of which entail charging a fee; and

WHEREAS, the City Council provided for the adoption of a Fee Schedule with the passage of Ordinance 5707 in 2007; and

WHEREAS, the City Council has periodically reviewed and adopted an updated Fee Schedule, by resolution, since that time; and

WHEREAS, it is appropriate to review and amend the Fee Schedule for City fees to be charged in 2025, based on the review and recommendation by the applicable City Departments.

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

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

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

Section 3. This Resolution will take effect and be in full force on passage and signatures, and on January 1, 2025.

Dated and Signed: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Jason Whalen, City Attorney

CITY OF AUBURN FEE SCHEDULE
FEES FOR CITY PERMITS, LICENSES, PUBLICATIONS, AND ACTIONS

Effective January 1, 20245.

A. PLANNING FEES *(Per Ordinance No. 5707, Ordinance No. 5715, Ordinance No. 5819, Resolution No. 3797, Resolution No. 3953, Resolution No. 4070, Resolution No. 4117, Resolution No. 4143, Ordinance No. 6077, Resolution No. 4272, Resolution No. 4424, Ordinance No. 6276, Resolution No. 4552, Ordinance No. 6295, Resolution No. 4868, Resolution No. 4880, Resolution 4964, Ordinance 6477, Resolution No. 5016, Resolution 5114, Resolution No. 5181, Resolution No. 5213, Resolution No. 5228, Resolution No. 5255, Resolution No. 5312, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, ~~and~~ Resolution No. 5719 and Resolution No. 5784.)*

1. Application Fees: Applications for any action identified below shall not be accepted for filing, unless otherwise noted, until the fees per the below schedule have been paid to the City.[1]	
Additional Meeting Fee (beyond the specified number)	$~~350~~364.00 per meeting
Additional Re-submittal Fee (applied after 3 city reviews of the application)	$13~~123~~.00 per re-submittal
Administrative Use Permits (covers 1 meeting with staff after which additional meeting fees apply)	$2,042~~1,963~~.00
Appeal of Administrative Decisions issued under Chapter 1.25, Title 3, Title 5, Title 8, Title 12, Title 14, Title 15, Title 16, Title 17, Title 18 or Title 19 to Hearing Examiner[1]. Hearing Examiner costs are included within the appeal fee and are therefore not billed separately.	$1,412~~358~~.00
Preliminary Binding Site Plan[2] (covers 2 meetings with staff after which additional meeting fees apply)	$5,694~~475~~.00 + $71~~68~~.00/lot
Boundary Line Adjustment[1]: Residential (Single Family & Multi-Family) Non-Residential (includes mixed use projects)	 $1,690~~25~~.00 $2,534~~437~~.00
Boundary Line Elimination[1]	$665~~39~~.00
Comprehensive Plan Map Amendments[3] (covers 2 meetings with staff after which additional meeting fees apply)	$8,524~~196~~.00 (includes rezone application fee)
Comprehensive Plan Text Amendments[3] (covers 2 meetings with staff after which additional meeting fees apply)	$8,524~~196~~.00
Conditional Use Permits[1, 6] (covers 2 meetings with staff after which additional meeting fees apply): Residential (Single Family & Multi-Family) All Other (includes mixed use projects)	 $2,663~~561~~.00 + Hearing Examiner expenses. $3,992~~838~~.00 + Hearing Examiner expenses.

[1] Please note that the City of Auburn may collect a review fee on behalf of the Valley Regional Fire Authority for certain land use and/or environmental reviews which fee is collected in addition to the City's required fees.

[2] Per Auburn City Code, a modification to an approved binding site plan shall be processed in the same manner as the original binding site plan approval. Therefore, the specified fee shall apply to a new or modified binding site plan approval request.

[3] Fees for amendments to text or maps of the Comprehensive Plan apply only where an applicant seeks an amendment affecting specific properties rather than the City generally or property within the City generally.

Conditional Use Permits[4] – Minor Adjustment (covers 1 meeting with staff after which additional meeting fees apply): Residential (Single Family & Multi-Family) All Other (includes mixed use projects)	 $1,470413.00 $2,206121.00
Critical Areas Review: Required on-site mitigation, monitoring & reporting[5]	 $4,474302.00 + actual costs for inspection and report preparation by contracted professional.
Critical Areas Determinations (Exemptions or Applicability)	$36450.00
City review of environmental studies, plans or reports (whether submitted with another city application or not and includes one re-submittal)	$36450.00/study, plan or report
Critical Areas Variance – administrative	$36450.00
Critical Areas Variance – hearing examiner[1, 6]	$1,370317.00 + total hourly charge for Hearing Examiner + associated expenses to be paid by applicant prior to issuance of final decision.
Current Use Taxation (covers 1 meeting with staff after which additional meeting fees apply)	$1,128085.00
Development Agreement and Amendments	$5,918690.00 + $696.00/lot or dwelling unit
Architectural & Site Design Review and/or Major Modifications to Already Issued Design Review Decisions (covers 1 meeting with staff after which additional meeting fees apply)	$2,706602.00
Architectural & Site Design Review Minor Modification (applies to already issued design review decisions)	$39176.00
Eligible Facilities Request (EFR) Assoc. with modification of a wireless communication facility (WCF)	$14438.00
Environmental Review (covers 1 meeting with staff after which additional meeting fees apply): SEPA Checklist review[1] (includes City issuance of DNS, MDNS, or DS as appropriate; if a DS, this fee is in addition to the review of the EIS)	 $1,487430.00 + $36450.00/required study

[4] Per Auburn City Code, a major adjustment to an approved conditional use permit shall be processed in the same manner as the original conditional use permit approval. Therefore, the specified fee shall apply to a new request for conditional use permit approval or a request for a major adjustment to a previously approved conditional use permit approval.

[5] For monitoring required over multiple years, the total monitoring fee for the required monitoring period shall be paid prior to final plat approval or issuance of Certificate of Occupancy or release of required financial security.

Revised or Supplemental SEPA Checklist review[1] (includes City issuance of Addendum, if appropriate) SEPA 3rd Party Review	$4947~~5~~.00 + $3645~~0~~.00 /required study Actual costs
Environmental Impact Statement	$12,2061~~,737~~.00 + actual costs for preparation of draft & final statements including labor, materials, mailing & other actual costs relating to the drafting & circulating of the EIS.
Final Plats – Subdivisions and Final Binding Site Plans (covers 2 meetings with staff after which additional meeting fees apply and 1 re-submittal)	$3,213~~089~~.00 + $60~~58~~.00/lot
Final Plats – Short Plats (covers 1 meeting with staff after which additional meeting fees apply and 1 re-submittal)	$1,589~~28~~.00 + $29~~8~~.00/lot
Flexible Development Alternatives Application Review (covers 1 meeting with staff after which additional meeting fees apply and 1 re-submittal)	$2,706~~602~~.00
Hearing Examiner – Conduct of Hearing and Preparation of Decision[6]	Total hourly charge for hearing examiner plus associated expenses to be paid by applicant prior to issuance of associated permits
Floodplain Development Permit: Level One	$438~~21~~.00
Floodplain Development Permit: Level Two – Habitat impact Assessment	$1,253~~05~~.00
Floodplain Development Permit: Level Three – Habitat Impact Assessment & Hydraulic Analysis (Hydraulic Analysis to be Conducted by Outside Third-Party Consultant)	$2,192~~108~~.00 + Third Party Review Fees
Mitigation Plan Review Associated with a Floodplain Development Permit	$1,192~~146~~.00
City Acknowledgement Review of FEMA Flood Map Revision Application; for projects requiring public notification process additional fee will be assessed based on additional resubmittal fee and actual hours expended	$385~~70~~.00
Floodplain Development Permit Exemption Letter	$250~~40~~.00
Floodplain Elevation Certificate	$123~~18~~.00

[6] The total expense for the Hearing Examiner is the responsibility of the applicant and is in addition to the relevant application fee for applications requiring a public hearing before the Hearing Examiner (e.g. conditional use permit). The expense for Hearing Examiner services will be determined after the Hearing Examiner has provided an invoice to the City that itemizes expenses incurred and this will be entered in the electronic permit tracking system as a payment due the city from the Applicant prior to final project approval.

Landscape Plan Revision, including tree removal requests, after initial implementation and after city acceptance of initial maintenance period.	$328136.00
Landscape/zoning compliance re-inspection	$1273.00
Legal Lot Determinations: Affidavit/application for "Innocent Purchasers." Request/application for legal lot determination.	 $1,116073.00 $2,591491.00
Mining Permits (covers 3 meetings with staff after which additional meeting fees apply)	$5,1104,913.00
Miscellaneous Administrative Decisions (i.e., sign area deviation, written code interpretations, etc.) Specific - Work Hour/Noise Exception	$2,616515.00 $38873.00
Plat Alteration or Vacation[6] (application covers 1 meeting with staff after which additional fees apply)	$5,558344.00/request + Hearing Examiner expenses.
Plat Modification (application covers 1 meeting with staff after which additional fees apply)	$2,114033.00/request
Preliminary Plats – Subdivisions[1, 6] (application covers 3 meetings with staff after which additional fees apply)	$11,1530,724.00 + $1372.00/lot + Hearing Examiner expenses.
Preliminary Plats – Short Plats[1] (application covers 1 meeting with staff after which additional fees apply)	$4,816631.00 + $7168.00/lot
Preliminary Site Plan Review (non-PUD) (application covers 1 meeting with staff after which additional fees apply)	$2,706602.00
Pre-application Meeting (application covers 1 meeting with staff after which additional fees apply)	$36450.00 – fee will be applied towards any related application made within one year of the date the pre-application meeting was held
PUD – Major Adjustment[7] (application covers 2 meetings with staff after which additional fees apply)	$5,510298.00
Public Notice Boards: 2' x 4' public notice board 4' x 4' public notice board	 $11208.00 or at cost from sign vendor $19083.00 or at cost from sign vendor
Rezone – zoning map amendment (application covers 2 meetings with staff after which additional fees apply)	$4,474302.00
School Impact Fee Collection:[8] Per Single Family Dwelling Unit	 $763.00

[7] A prior City Code amendment eliminated Planned Unit Developments (PUD). The PUD fees included herein are applicable only to the existing previously approved PUDs.

[8] The City collects an application fee to cover the reasonable cost of administration of the school impact fee program.

Per Multi-Family Dwelling Unit	$376.00
SEPA – *see Environmental Review*	
Shoreline (application covers 1 meeting with staff after which additional fees apply): Shoreline Exemption Determination	 $304292.00
Shoreline Conditional Use Permit[6]	$4,0013,847.00 + Hearing Examiner expenses.
Shoreline Substantial Development Permit[6]	$4,0013,847.00 + Hearing Examiner expenses.
Shoreline Variance[6]	$4,0013,847.00 + Hearing Examiner expenses.
Short Plat Modification (application covers 1 meeting with staff after which additional fees apply)	$2,0541,975.00/requested modification
Site Plan Approval – PUD, Residential[7] (application covers 1 meeting with staff after which additional fees apply)	$2,706602.00 + $7168.00/lot or unit
Site Plan Approval - PUD, Non-residential[7] (application covers 1 meeting with staff after which additional fees apply)	$2,707815.00 + $7168.00/lot or unit
Special Exception:[1, 6] Single Family Residential; for a single lot request (to Hearing Examiner)	 $36450.00 + Hearing Examiner expenses
All Other Instances	$1,37017.00 + Hearing Examiner expenses
Special Home Occupation Permits	$36450.00
Third Party Review of Reports	$22718.00 + Actual Costs of Consultant
Three-Party Outside Utility Extension Agreement - Site Specific Review (application covers 1 meeting with staff after which additional fees apply)	$1,45903.00 + plus the City's actual costs in performing under the terms of the agreement as negotiated between the parties
Type I Temporary Use Permit[1]	$25747.00 $663.00 per extension request
Type II Temporary Use Permit[1]	$66842.00 $663.00 per extension request
Variance:[1] Administrative	 $2,863753.00
Single Family Residential for a single lot request (to Hearing Examiner)	$36349.00+ Hearing Examiner expenses

All other instances (includes mixed use residential) (to Hearing Examiner)	$4,293~~128~~.00 + Hearing Examiner expenses
~~Water/Sewer Certificate[1] (outside of city limits for other than one single-family residence)~~	~~$421.00~~
Zoning Certification Letter (per parcel): Residential (Single Family & Multi-Family Non-Residential (includes mixed use development)	 $76~~3~~.00 $148~~2~~.00
Zoning Code Text Amendment (application covers 1 meeting with staff after which additional fees apply)	$8,524~~196~~.00
2. BOOKS, MAPS, MATERIALS:[9] *(pursuant to Resolution No. 3953)*	
Comprehensive Plan	Cost of Production
Downtown Plan	Cost of Production
Downtown Plan Appendices	Cost of Production
Copies of Codes and Ordinances	Cost of Production
Maps	Cost of Production
3. LAND CLEARING, GRADING AND FILLING FEES *(Per Ordinance No. 6146, Resolution No. 4272 Resolution No. 4424, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681~~, and~~ Resolution No. 5719, and Resolution 5784.)*	
Land Clearing: Application Fee (for up to 1 acre) >1 to 5 acres Over 5 acres	 $438~~21~~.00 $438~~21~~.00 + $125.00/acre $1,103~~061~~.00 (includes first 5 acres) + $92.00/acre
Grading and Filling Fees: Application Fee without FAC (for up to 500 cubic yards): Minor Grading Permit Single Family Residential for a single lot Non-Residential and Multi-Family Other (Early Clear and Grade Prior to, Utility, etc.) Application Fee with FAC (for up to 500 cubic yards) Over 500 cubic yards	 $1,879~~807~~.00 $2,881~~770~~.00 $9,396~~035~~.00 $7,518~~229~~.00 $1,253~~205~~.00 Application Fee + $0.10/cubic yard
Additional Review: Each additional grading plan review without FAC beyond a 3rd review prior to plan approval will require an additional fee of $~~984~~1,048.00 be paid at the time of the additional review submittal. If the review requires more than 8 hours of staff time to	

[9] Prices for printed materials do not include any taxes.

complete an additional fee of $13123.00 per hour will be charged and must be paid prior to plan approval.

Additional grading plan review without FAC required by changes, additions or revisions to plans during construction will require an additional fee of $524492.00 be paid at the time the additional review is submitted and prior to any review being completed. If the review requires more than 4 hours of staff time to complete, an additional fee of $123.00 per hour will be charged and must be paid prior to plan approval.

4. BUILDING FEES *(per Ordinance 5715, Ordinance 5819, Resolution No. 3773, Resolution No. 3797, Resolution No. 3818, Resolution No. 3953, Resolution No. 4143, Ordinance No. 6146, Resolution No. 4272, Resolution No. 4424, Resolution No. 5134, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, and Resolution No. 5719, and Resolution 5784.)*

a. Building Permit Fees: Building permit fees for new structures and additions are based upon a project's construction valuation as set forth by the International Code Council (ICC). ICC's construction valuation table is hereby incorporated into the City of Auburn's fees schedule. Construction valuations will be updated on January 1st of each year. Project valuation for alterations to existing buildings and for other structures not identified in the ICC construction valuation table are based on the fair market value of the labor and materials of the scope of work associated with the permit. The fee for each International Building Code, International Residential Code, Washington State Energy Code or Washington State Indoor Air Quality Code building permit shall be as set forth in Table 1-A, below.[10]

[10] Please note that the City of Auburn may collect a review fee for the Valley Regional Fire Authority for certain permit applications that is collected in addition to the City's required fees.

Table 1-A BUILDING PERMIT FEES

TOTAL VALUATION	FEE
$1.00 to $500.00	$32.00
$500.01 to $2,000.00	$32.00 for the first $500.00 plus $6.00 for each additional $100.00, or fraction thereof, to and including $2,000.00
$2,000.01 to $25,000.00	$122.00 for the first $2,000.00 plus $18.60 for each additional $1,000.00, or fraction thereof, to and including $25,000.00
$25,000.01 to $50,000.00	$549.80 for the first $25,000.00 plus $14.00 for each additional $1,000.00, or fraction thereof, to and including $50,000.00
$50,000.01 to $100,000.00	$899.80 for the first $50,000.00 plus $10.00 for each additional $1,000.00, or fraction thereof, to and including $100,000.00
$100,000.01 to $500,000.00	$1,399.80 for the first $100,000.00 plus $9.00 for each additional $1,000.00, or fraction thereof, to and including $500,000.00
$500,000.01 to $1,000,000.00	$4,999.80 for the first $500,000.00 plus $8.00 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00
$1,000,000.01 and up	$8,999.80 for the first $1,000,000.00 plus $6.00 for each additional $1,000.00 or fraction thereof

Other Inspections and Fees:

1. Inspections outside of normal business hours.....$1978~~3~~.00 per hour[1] (minimum charge – two hours)
2. Reinspection fees assessed under provisions of Section 109.4.13.. $1312~~3~~.00 per hour[1]
3. Inspections for which no fee is specifically indicated..... $1312~~3~~.00 per hour[1] (minimum charge – one hour)
4. Additional plan review required by changes, additions or revisions to plans ..... $1312~~3~~.00 per hour[1] (minimum charge – one hour)
5. For use of outside consultants for plan checking and inspections, or both .... Actual costs[2]

FOOTNOTES:

[1] Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

[2] Actual costs include administrative and overhead costs.

b. Mechanical Permit Fees: The fee for each permit issued under provisions of the International Mechanical Code, International Fuel Gas Code, NFPA 54 (National Fuel Gas Code), NFPA 58 (Liquefied Petroleum Gas Code), or the mechanical device provisions of the International Residential Code shall be as set forth in Table 2-A, below. For new single-family dwellings a flat rate permit fee of $2423~~3~~.00 may be

charged in lieu of fees as prescribed in Table 2-A. For new multi-family dwellings, a flat rate permit fee of $16458.00 may be charged in lieu of fees prescribed in Table 2-A.

Table 2-A MECHANICAL PERMIT FEES

Permit Issuance:

1. For the issuance of each mechanical permit
   a. Residential Over the Counter** Application Fee $4139.00
   b. Commercial, Multifamily, Non-Residential Application Fee.....$16357.00
2. In addition to the base mechanical application fee, each mechanical fixture shall include a permit fee of.....$143.00

Other Inspections and Fees*:

1. Inspections outside of normal business hours, per hour (minimum charge -- two hours) $19783.00
2. Reinspection fees assessed under provisions of Section 109.4.13 ..... $13123.00
3. Inspections for which no fee is specifically indicated, per hour (minimum charge -- one hour) $13123.00
4. Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge -- one hour) $13123.00

* Per hour for each hour worked or the total cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved and include a minimum of one hour unless otherwise specified.
** Over the Counter application and permit fees are not eligible for refunds when applied for in error

c. Plumbing Code Permit Fees: For new single-family dwellings a flat rate permit fee of $24233.00 may be charged in lieu of fees as prescribed in Table 3-A. For new multi-family dwellings, a flat rate permit fee of $16458.00 may be charged in lieu of fees prescribed in Table 3-A.

Table 3-A PLUMBING PERMIT FEES

Permit Issuance:

1. For the issuance of each plumbing permit
   a. Residential Over the Counter** Application Fee $4139.00
   b. Commercial, Multifamily, Non-Residential Application Fee.....$16357.00
2. In addition to the base plumbing application fee, each ~~mechanical~~ plumbing fixture shall include a permit fee of.....$143.00

Other Inspections and Fees*:

1. Inspections outside of normal business hours $19783.00
2. Reinspection fee $13123.00
3. Inspections for which no fee is specifically indicated $13123.00
4. Additional plan review required by changes, additions or revisions to approved plans $13123.00

*Per hour for each hour worked or the total hourly cost to the jurisdiction, whichever is greater. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved and include a minimum of one hour unless otherwise specified ** Over the Counter application and permit fees are not eligible for refunds when applied for in error
d. Other Building Permit Fees
Change of Use: The permit fee shall be equivalent to the adopted additional plan review and reinspection fee based on a minimum of four hours.
Certificate of Occupancy: For issuance of a new or replaced Certificate of Occupancy not associated with any other building permit, a fee of $246~~37~~ will be required per certificate.
Commercial Re-roof Permit Fee: The permit fee shall be equivalent to the adopted additional plan review and reinspection fee based on a minimum of three hours.
Conditional Approval: When authorized by the City, permits that are issued with conditions due to project phasing, out of sequence issuance, pending associated approvals, or other advanced permitting requests made by the applicant, a conditional approval fee equivalent to the additional plan review fee based on a minimum of four hours will be required prior to issuance.
Demolition Permit Fees: Demolition permits shall be charged a base fee of $174~~67~~.00.
Fire Permit Fee: For each fire permit fee a City of Auburn administration fee of $128~~23~~.00 will be applied in addition to the fee collected for the Valley Regional Fire Authority (VRFA) as identified in the VRFA Fee Schedule.
Manufactured Home: The permit fee shall be equivalent to the adopted additional plan review and reinspection fee based on a minimum of four hours.
Permit Extensions: For permits that are granted an extension beyond the expiration date or date of abandonment, whether issued or not, a permit extension fee is required to be paid prior to extension. The fee shall be the lesser of $128~~23~~ or 50% of the original application and permit fees.
Plan Review Fees: When submitted documents are required by Section 106.3 of the Construction Administrative Code, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be 65 percent of the building permit fee as shown in Table 1-A. The plan review fees specified in this section are separate fees from the permit fees and in addition to permit fees.
Rack Permit Fee: The permit fee shall be equivalent to the adopted additional plan review and reinspection fee based on a minimum of three hours.
Solar Permits – Over the Counter: The permit fee for solar installations that qualify for the over-the-counter permitting shall be equivalent to the inspection fee based on a minimum of two hours. Over the counter application and permit fees are not eligible for refunds for applications made in error.
Stock Plan Site Plan Review Fee: The plan review fee for individual lot site plan that have an approved building stock plan shall be $249~~39~~.00.
Temporary Certificate of Occupancy Fees: There shall be a fee equal to $1,500.00 for issuance of a temporary certificate of occupancy and a fee of $500.00 for each subsequent 30-day extension requested.
Work Without a Permit: Building construction and grading activities requiring permits per ACC 15.74 that are determined to be in violation for work occurring without an approved

permit result in additional documentation, administration, research, and inspection and require more processing time. For these cases, an additional 100% fee will be applied to the standard application and permit fees identified in sections 3 and 4 above.

It is possible a violation existed prior to property purchase by a new owner, was constructed by an individual who mislead the owner, or was constructed by an individual who was unaware of code requirements. The fact that violations may not have been created by the current owner does not relieve Code Enforcement staff from their responsibility to seek compliance from the property owner. When assessing permit fees, consideration may be given based on the circumstances, severity of the violation, and timeliness of the property owner to resolve and obtain required permits and compliance with City code.

Building Permit Fee Reductions. The Director is authorized to waive building, mechanical or plumbing permit fees for homeowners that are already enrolled in another City program that is intended to benefit low-income residents (e.g. housing home repair program, utility discount program). This fee reduction may also be extended to contractors that are applying for permits on behalf of these homeowners provided that it can be documented that the discount is benefiting the homeowner and not supplementing a contractor's profit.

5. FIRE IMPACT FEES. Impact Fees By Land Use – Revenue Credit = 20% *(Per Ordinance No. 5977, Resolution 3953, and Resolution No. 4022)*

Land Use	Total Fire & EMS Cost per Unit of Development	Adjustment (Revenue Credit) at 20%	Fire and EMS Impact Fee per Unit of Development
Residential – All calculations below are per dwelling unit – Total x Number of Units			
Single Family, Duplex, Mobile Home	$362.66	$72.53	$290.13
Multi-Family	$383.09	$76.62	$306.47
Non-Residential – All calculations below are per square foot - Total x Square Feet			
Hotel/Motel	$0.53	$0.11	$0.42
Hospital/Clinic	$1.05	$0.21	$0.84
Group Living	$2.63	$0.53	$2.10
Office	$0.29	$0.06	$0.23
Retail	$0.62	$0.12	$0.50
Restaurant/Bar/Lounge	$1.62	$0.32	$1.30
Industrial/Manufacturing	$0.11	$0.02	$0.09
Leisure/Outdoors	$1.08	$0.22	$0.86
Agriculture	$0.71	$0.14	$0.57
Church	$0.38	$0.08	$0.30
Schools/Colleges	$1.07	$0.21	$0.86
Government/Public Buildings	$1.81	$0.36	$0.86
Casino	$3.78	$0.77	$3.01
Jails	$21.99	$4.40	$17.59

6. ADMINISTRATIVE PROCEDURES AND MISCELLANEOUS INSPECTIONS: In addition to any other fees specified in this chapter, there shall be a fee schedule for certain administrative procedures not otherwise included as set forth in the following schedule of fees:	
a. Adult Family Home Inspection	$57~~049~~.00
b. Relocation (pre-inspection)	Per Table 1-A
c. Housing Inspection	Actual ~~C~~city ~~C~~cost based on the adopted additional plan review and reinspection fee.~~, minimum $22.00~~
d. Sign Permits	Unless exempt by Ch. 18.56 ACC, the fee shall accompany each application for a sign permit. The amount of the fee shall be based upon the value of the sign pursuant to Table 1-A.
7. BUSINESS LICENSE FEES	
a. The annual fee for a General Business License as defined in Chapter 5.10 of the Auburn City Code.	~~$103.00~~$107~~6~~.00
b. Contractors who are based outside of Auburn but that are performing work inside of Auburn.	$~~52.00~~107~~6~~.00
c. Replacement fee for commercial vehicle parking permit issued in accordance with ACC 10.36.190.B	$10.00
d. **Unlicensed Penalty Fee:** An unlicensed penalty fee will be assessed for businesses in operation without a current business license.	$200 / year of operation without a license.
8. RENTAL HOUSING BUSINESS LICENSE FEES *(Per Resolution No. 4601, Ordinance No. 5882, Resolution No. 4272, Resolution No. 4424, Ordinance 6477, Resolution No. 5620~~, and~~ Resolution No. 5681, and Resolution 5784.)*:	
a. The fee for a license to operate rental housing businesses in the City, as defined in Chapter 5.22 of the Auburn City Code (ACC) shall be based on the total number of units as follows: Non-profit rental Single Family Home or Single Condo Rental Duplex, Triplex or Fourplex Condo or Apartment Complex (5 to 24 dwelling units) Condo or Apartment Complex (25 or more dwelling units) Communal residence	 $0/year $31.00/year for each home $787.20/year for each building $1564.50/year $52015.00/year $1564.50/year
b. The fee for a license to operate rental housing businesses in the city shall be for the license year from January 1 to December 31, and each applicant must pay the full fee for the current license year or any portion thereof during which the applicant has engaged in the operation of rental housing businesses.	
c. The rental housing business license fee required by this chapter is in lieu of, and not in addition to, the general business license fee required by Chapters 5.05 and 5.10 of the Auburn City	

Code (ACC); provided, however, that any person required to obtain a rental housing business license must also obtain a general business license, at no cost, pursuant to Chapters 5.05 and 5.10 of the Auburn City Code (ACC).

Rental housing business license renewals shall be for the period January 1 through December 31 of each year.

9. INDIVIDUAL LICENSE REGULATIONS *(Per Ordinance No. 6749, Resolution No. 5470, and Resolution No. 5549 and Resolution No. 5620, and Resolution 5784):*

The fee licensing under ACC 5.20.030 shall be as follows:

Type	Fee		Term
	Initial	Renewal	
Dance Hall and Operator	$364.50	$364.00	1/1 – 12/31
Marijuana Related Businesses	$520.00	$520.00	1/1 – 12/31

A duplicate license shall be issued by the business license clerk, as designated by the mayor, to replace any license previously issued which has been lost, stolen, defaced, or destroyed.

B. ENGINEERING AND PUBLIC WORKS FEES

1. Transportation Impact Fee Rate Schedule: *(Per Ordinance No. 5763 as amended by Resolution No. 3953, Ordinance No. 6005, Resolution No. 4103, Resolution No. 4424, Resolution 4964, Resolution No. 5114, Resolution No. 5181, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, ~~and~~ Resolution No. 5719 and Resolution 5784.)*

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Industrial					
General Light Industrial	110	sf/gfa	0.65	~~$8.28~~ $8.94	-
Industrial Park	130	sf/gfa	0.34	~~$4.33~~ $4.68	-
Manufacturing	140	sf/gfa	0.74	~~$4.24~~ $4.58	-
Warehousing	150	sf/gfa	0.18	~~$3.56~~ $3.84	-
Mini-Warehouse/Storage	151	sf/gfa	0.15	~~$1.76~~ $1.90	-
Residential					
Single-Family Detached Housing	210	du	0.94	~~$6,575.61~~ $7,097.63	~~$5,326.23~~ $5,749.08
Single Family Attached Housing	215	du	0.57	~~$3,987.34~~ $4,303.88	~~$3,229.75~~ $3,486.14
Accessory Dwelling Unit	N/A	du	0.49	~~$3,419.32~~ $3,690.77	~~$2,769.65~~ $2,989.52
Multi-Family – Low Rise	220	du	0.51	~~$3,771.48~~ $4,070.89	~~$3,054.90~~ $3,297.42
Multi-Family Mid-Rise	231	du	0.39	~~$2,884.08~~ $3,113.03	~~$2336.10~~ $2,521.56
Mobile Home Park	240	du	0.58	~~$3,245.84~~ $3,503.51	-
Senior Adult Housing – Single Family	251	du	0.30	~~$1,678.88~~ $1,812.16	~~$1,359.89~~ $1,467.85
Senior Adult Housing – Multi Family	252	du	0.25	~~$1,399.07~~ $1,510.13	~~$1,133.24~~ $1,223.21
Congregate Care Facility	253	du	0.18	~~$1,007.33~~ $1,087.30	~~$815.94~~ $880.71
Assisted Living	254	bed	0.24	~~$1,343.10~~ $1,449.73	~~$1,087.91~~ $1,174.28
Continuing Care Retirement Community	255	du	0.19	~~$1,063.29~~ $1,147.70	~~$861.27~~ $929.64
Lodging					
Hotel	310	room	0.59	~~$4,716.85~~ $5,091.31	~~$3,820.65~~ $4,123.96
Motel	320	room	0.36	~~$2,878.08~~ $3,106.56	-
Recreational					
Health/Fitness Club	492	sf/gfa	3.45	~~$16.03~~$17.31	~~$11.86~~$12.81
Recreational Community Center	495	sf/gfa	2.50	~~$11.62~~$12.54	~~$8.60~~$9.28

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Institutional					
Elementary School	520	student	0.14	~~$380.55~~$410.76	~~$281.60~~$303.96
Middle School/Jr. High	522	student	0.15	~~$647.57~~$698.98	~~$479.20~~$517.24
High School	525	student	0.14	~~$828.25~~$894.00	~~$612.90~~$661.56
School District Office	528	sf/gfa	2.04	~~$18.72~~$20.20	~~$12.73~~$13.74
Junior/Community College	540	student	0.11	~~$650.77~~$702.43	~~$481.57~~$519.80
Church	560	sf/gfa	0.49	~~$3.62~~$3.91	~~$2.68~~$2.89
Day Care Center	565	sf/gfa	11.12	~~$44.45~~$47.98	~~$32.89~~$35.51
Medical					
Hospital	610	sf/gfa	0.86	~~$6.88~~$7.42	~~$5.57~~$6.01
Nursing Home	620	beds	0.14	~~$783.48~~$845.68	~~$634.62~~$685.00
Clinic	630	sf/gfa	3.69	~~$20.65~~$22.29	~~$16.73~~$18.05
Animal Hospital/Vet Clinic	640	sf/gfa	3.53	~~$19.76~~$21.32	~~$16.00~~$17.27
Office					
General Office (>5,000sf)	710	sf/gfa	1.44	~~$13.21~~$14.26	~~$8.98~~$9.70
Small Office (<5,000sf)	712	sf/gfa	2.16	~~$19.82~~$21.39	~~$13.47~~$14.54
Medical Office – Standalone	720	sf/gfa	3.93	~~$28.28~~$30.52	~~$19.23~~$20.75
Medical Office – Hospital Campus	720	sf/gfa	2.84	~~$20.44~~$22.06	~~$13.90~~$15.00
Post Office	732	sf/gfa	11.21	~~$28.57~~$30.84	~~$19.43~~$20.97
Retail					
Free Standing Discount Superstore	813	sf/gla	4.33	~~$12.90~~$13.93	~~$9.55~~$10.31
Free Standing Discount Store	815	sf/gla	4.86	~~$19.82~~$18.28	~~$12.53~~$13.52
Hardware/Paint Store	816	sf/gla	2.98	~~$7.49~~$8.09	~~$5.54~~$5.99
Shopping Center (>150k)	820	sf/gla	3.40	~~$9.42~~$10.17	~~$6.97~~$7.52
Shopping Plaza (40-150k) - with supermarket	821	sf/gla	9.03	~~$25.02~~$27.00	~~$18.51~~$19.98
Shopping Plaza (40-150k) - without supermarket	821	sf/gla	5.19	~~$14.38~~$15.52	~~$10.64~~$11.48
Strip Retail Plaza (<40k)	822	sf/gla	6.59	~~$18.26~~$19.71	~~$13.51~~$14.58
Car Sales – New	840	sf/gla	2.42	~~$17.80~~$19.21	~~$13.17~~$14.22
Car Sales – Used	841	sf/gla	3.75	~~$27.58~~$29.77	~~$20.41~~$22.03

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Automobile Parts Sales	843	sf/gla	4.90	~~$9.49~~$10.24	~~$7.02~~$7.58
Tire Store	848	sf/gla	3.75	~~$11.87~~$12.82	~~$8.79~~$9.48
Supermarket	850	sf/gla	8.95	~~$24.04~~$25.95	~~$17.79~~$19.20
Convenience Store	851	sf/gla	49.11	~~$62.53~~$67.49	~~$46.27~~$49.94
Home Improvement Store	862	sf/gla	2.29	~~$5.58~~$6.02	~~$4.13~~$4.45
Drugstore w/o Drive-Through	880	sf/gla	8.51	~~$13.59~~$14.67	~~$10.06~~$10.86
Drugstore w/ Drive-Through	881	sf/gla	10.25	~~$17.76~~$19.17	~~$13.14~~$14.19
Marijuana Dispensary	882	sf/gla	18.92	~~$139.16~~$150.21	~~$102.98~~$111.15
Services					
Drive-in Bank	912	sf/gfa	21.01	~~$40.94~~$44.19	~~$30.30~~$32.70
Fast Casual Restaurant	930	sf/gfa	12.55	~~$40.75~~$43.98	~~$30.15~~$32.55
Fine Dining Restaurant	931	sf/gfa	7.80	~~$29.68~~$32.04	~~$21.97~~$23.71
High Turnover (Sit-Down) Restaurant	932	sf/gfa	9.05	~~$23.71~~$25.60	~~$17.55~~$18.94
Fast Food Restaurant w/o Drive-Through	933	sf/gfa	33.21	~~$67.70~~$73.08	~~$50.10~~$54.08
Fast Food Restaurant w/ Drive-Through	934	sf/gfa	33.03	~~$66.02~~$71.26	~~$48.85~~$52.73
Coffee Shop w/o Drive-Through	936	sf/gfa	32.29	~~$21.94~~$23.69	~~$16.24~~$17.53
Coffee Shop w/ Drive-Through	937	sf/gfa	38.99	~~$26.50~~$28.60	~~$19.61~~$21.16
Coffee Shop w/ Drive-Through (No Seating)	938	# Lanes	15.08	~~$10,247.56~~ $11,061.08	~~$7,583.20~~ $8,185.20
Automobile Parts and Service Center	943	sf/gfa	2.06	~~$6.34~~$6.84	~~$4.69~~$5.06
Service Station	944	vfp	13.91	~~$27,412.23~~ $29,588.39	~~$20,285.05~~ $21,895.41
Service Station w/ Market (2-4k)	945	vfp	18.42	~~$27,537.95~~ $29,724.08	~~$20,378.08~~ $21,995.82
Gasoline/Service Station with Market (4-5.5k)	945	vfp	22.76	~~$34,026.26~~ $36,727.48	~~$25,179.43~~ $27,178.33
Gasoline/Service Station with Market (5.5-10k)	945	vfp	26.90	~~$40,215.57~~ $43,408.14	~~$29,759.52~~ $32,122.02
Lakeland PUD *(Per Ordinance No. 4867 as amended by Resolution No. 2955, Ordinance No. 6176, Resolution No. 5181, and Resolution No. 5388, Resolution No. 5549, Resolution No. 5681~~, and~~ Resolution No. 5719 and Resolution 5784.)*					

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Detached Single-Family Residential Unit	N/A	du	n/a	~~$1,722.13~~$1,779.40	-
Attached Single-Family/Multi-Family Unit	N/A	du	n/a	~~$1,117.78~~$1,154.96	-
Senior-Family Unit	N/A	du	n/a	~~$384.11~~$396.88	-
Commercial/Retail Units	N/A	sf/gfa	n/a	~~$4.47~~$4.62	-
Administrative Fee for Review of Independent Fee Calculation					~~$490.00~~$510

Notes:

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

B. Impact fee rate calculation is based upon the following methodology:
- Basic Trip Rate = PM Peak Hour Trip Generation (per unit of measure)
- Basic Trip Rate * Percent of New Trips x Trip Length Adjustment x Per Trip Fee/(divide by) 1,000 for rate per square foot (where applicable) = Impact Fee Rate (per unit of measure)

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

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

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

F. Traffic Impact fees assessed for Single Family Residential Units include home occupations, adult family homes, family home childcares, and such occupations commonly found within single family residences. It does not include occupations that would require a Special Home Occupation Permit pursuant to ACC18.60.

2. Truck-Dependent Land Use Supplementary Transportation Impact Fee Rate Schedule:

(Per Resolution No. 4122, Resolution No. 4424, Resolution No. 5181, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681~~, and~~ Resolution No. 5719 and Resolution 5784.)

Land Use	ITE Land Use Code	Independent Variable	Truck Trip Rate	Impact Fee Rate (per sf)
Industrial				
Light Industry/Manufacturing/ Warehousing	110, 130, 140, 150	sf/gfa	0.06	~~$0.14~~$0.15
Heavy Industry	120	sf/gfa	0.04	~~$0.09~~$0.10
Retail				
Shopping Center	820, 821	sf/gla	0.01	~~$0.02~~$0.02
Car Sales	840, 841	sf/gfa	0.09	~~$0.16~~$0.17
Supermarket	850	sf/gfa	0.33	~~$0.76~~$0.82
Free-Standing Discount Store/Superstore	813, 815	sf/gfa	0.10	~~$0.23~~$0.25
Home Improvement Store	862	sf/gfa	0.37	~~$0.86~~$0.92
Services				
Restaurant	930, 931, 932	sf/gfa	0.63	~~$1.46~~$1.57
Fast Food Restaurant	933, 934	sf/gfa	2.87	~~$6.64~~$7.17

Notes:

A. ITE Land Use Code based on ITE Trip Generation, 11th Edition
B. Impact fee rate calculation is based upon the following methodology:
- Truck Trip Rate = Daily Truck Trip Generation (per unit of measure)
- Truck Trip Rate * Per Trip Fee = Impact Fee Rate (per unit of measure)

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

3. Facility Extension (FAC) Fees: *(Per Ordinance No. 5791 and amended by Ordinance No. 5819, Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5114, Resolution No. 5319, Resolution 5380, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681~~, and~~ Resolution No. 5719 and Resolution 5784.)*

Application Fee:

~~Base fee plus $1,803.00 for each facility (water, sanitary sewer, storm drainage, street, private street/fire lanes and private storm systems within private streets).~~

The application~~base~~ fee varies by project type as follows:

Residential	$621~~597~~.00
Commercial*	$3~~2~~,117~~997~~.00
Multi-Family**	$54,002~~810~~.00
Short Plat	$6,240~~000~~.00
Plat	$10~~9~~,027~~641~~.00

* Includes multi-use projects in the Downtown Urban Center and projects outside City limits that extend City utilities.

** Includes multi-use projects outside the Downtown Urban Center.

Base Review Fee: $1,875~~03~~.00 for each facility (water main, private water main, sanitary sewer, storm drainage, street, private street/fire lanes and private storm systems within private streets)

Review and Inspection Fee: Summation of the following categories (a+b+c+d).

a. For the combined linear footage of water main, private water main, sanitary sewer, storm drainage and private storm drainage within private streets, streets, and private street/fire lanes, $6.97~~70~~ per lineal feet.

b. For non-linear extensions such as pump stations or traffic signals, the review and inspection extension fee will be determined by the City Engineer based on an estimate of the City's costs associated with the review and inspection costs with staff time at a rate of $131~~23~~.00 per hour and outside support services charged at actual cost.

c. For that portion of a City utilities extension located outside City Limits, additional fees may be assessed equal to the City's costs associated with permits from other jurisdictions required to be paid for by the City.

d. City provided material such as street light control nodes, utility structure covers, and other material that may be provided by the City for the completion of the FAC construction are charged at actual City cost.

Facility Extension Fees will be paid as follows: a. **Application fee ~~(including base fee and per facility charge)~~ due with application.** b. **Base Review Fee, 30% of the estimated Review and Inspection Fee, and any outstanding application fees will be paid when the applicant applies for second review or, if no second review is needed, before the City signs the facility extension agreement.** c. Remaining balance of Review and Inspection Fees and any other outstanding application fees will be paid by the applicant before the City signs the facility extension agreement.
Additional Review: **Each additional plan review beyond a 3rd review, prior to plan approval, will require an additional fee of $1,048~~984~~.00 be paid at the time of the additional review submittal. If the review requires more than 8 hours of staff time to complete, an additional fee at a rate of $131~~23~~.00 per hour will be charged and must be paid prior to plan approval.** **Additional plan review required by changes, additions or revisions to plans during construction will require an additional fee of $524~~492~~.00 be paid at the time the additional review is submitted and prior to any review being completed. If the review requires more than 4 hours of staff time to complete, an additional fee at a rate of $131~~23~~.00 per hour will be charged and must be paid prior to plan approval.** **For each deviation, deferral, or appeal submitted for review, the applicant will be charged a $524~~492~~.00 fee, regardless of the City's approval or rejection of the request. If the review of the request requires more than 4 hours of staff time to complete, an additional fee at a rate of $131~~23~~.00 per hour will be charged and must be paid prior to delivery of the City's determination.**
Additional Inspection: Fees to inspect work beyond the Authorized Construction Period, re-inspect previously inspected work that was found to be incomplete or deficient, and inspection of non-linear extension work are applied a rate of $131~~23~~.00 per hour during normal business hours and $197~~85~~.00 per hour during non-business hours (weeknights, weekends, and holidays).

4. Right-of-Way Use Permit Fees: *(Per Ordinance No. 6125, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681~~, and~~ Resolution No. 5719 and Resolution 5784.)*	
Type A – Banner (Application Fee Only, No permit fee)	$~~69~~72.00
Type B – Short Term (Application Fee Only, No permit fee)	$~~69~~72.00
Type C – Long Term (Application Fee)	$2~~85~~96.00
Type C – Long Term – Surface Encroachment (Permit Fee)	$1~~36~~41.00 per year
Type C – Long Term – Surface Encroachment (Leasehold Excise Tax (LET) Collection)	Per Estimated Value of the encroachment area as determined by the City Engineer and the current LET Rate set by the State.
Type C – Long Term – Non-Surface Encroachment (Permit Fee)	$~~69~~72.00 per year
Type D – Hauling (Application Fee)	$1~~36~~41.00

Type D – Hauling (Permit Fee)	Estimated staff time for inspection and oversight @ $12~~24~~32.00 per hour during normal business hours and $188.00per hour during non-business hours (weeknights, weekends, and holidays). Police support to be contracted separately as needed.
Administrative Amendment (Application Fee, applies to requested changes to Right-of-Way Use Permits that have been issued that do not change the intent of the permitted use or include areas beyond the intent of the original use)	$14~~82~~.00
Additional Application Fee for permits that require a parking plan, traffic control plan, and/or pedestrian detour plan	$12~~50~~.00
5. Franchise Agreements: *(Per Ordinance No. 6546, Resolution No. 5114, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5413, Resolution No. 5424, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681~~, and~~ Resolution No. 5719 and Resolution 5784~~.~~)*	
Application/Renewal/Amendment Application Fee (ACC 13.36.040, ACC 20.06.120, ACC 20.06.130)	$~~6,600.00~~6,864.00 Nonrefundable Initial Fee + plus the City's actual costs incurred in excess of $~~6,600~~6,864. Initial Fee is due at time of application any additional costs beyond the initial fee is due prior to the effective date of the agreement.
Annual Administration Fee (ACC 20.04.170)	Actual City Costs
Annual CATV Franchise Fee (ACC 13.36.230)	5% of Gross Revenue for the prior three months.
Other Annual Franchise Fee (ACC 20.06.100)	Statutorily Permissible Percent of Gross Revenue
Small Wireless Facility Application Fee (ACC 20.02.010, ACC 20.14.020)	$500.00 for Existing, Relocated, or Replaced Structure for up to five sites or $1,000.00 for each New Structure (These fees include **all** City permitting costs except the Franchise Application/Renewal/Amendment and Administration Fee.)
Late Payment. In the event any quarterly payment is made after noon on the date 10 days after the date due	Simple interest at 12% annually on the total amount past due
Assignment or transfer of Franchise	$~~3,300~~3,432.00
6. Right-of-Way Vacations: *(Per Resolution No. 4143, Resolution No. 5114, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681~~, and~~ Resolution No. 5719 and Resolution 5784~~.~~)*	
Application Fee	$~~1995.00~~2,075.00
Land Value Compensation	Per ACC 12.48.085
Amendment Request (applicable when changes are requested after initial City Council approval but prior to vacation taking effect)	$~~997.00~~1,037.00

7. Utility System Development Fees: *(Per Ordinance No. 5819 and amended by Resolution No. 3797, Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5114, Resolution No. 5134, Resolution No. 5181, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681~~, and~~ Resolution No. 5719 and Resolution 5784.)*

For all utilities, a charge in lieu of assessment or payback charges may be applicable for the proportional share of the utility line being connected to.

a. Water Utility: *Connection fees are comprised of a Permit Fee and the System Development Charge as follows:*

Meter Size (In Inches)	Water Service Installation Permit Fee			System Development Charge (SDC)
	Existing Water Service & Meter Box[1]	Water Service & Meter Box Installed by City[2]		
		Paved Street	Unpaved Street	
¾ or less	$~~547.00~~569.00	$~~5,152.00~~5,358.00	$~~3,447.00~~3,585.00	$~~9,553.00~~9,725.00
¾ or less with Fireline[3]	$~~547.00~~569.00	$~~6,978.00~~7,257.00	$~~5,274.00~~5,485.00	$~~9,553.00~~9,725.00
1	$~~608.00~~632.00	$~~5,212.00~~5,420.00	$~~3,507.00~~3,647.00	$~~9,553.00~~9,725.00
1 with Fireline[3]	$~~608.00~~632.00	$~~7,038.00~~7,320.00	$~~5,332.00~~5,545.00	$~~9,553.00~~9,725.00
1-1/2	$~~1,476.00~~1,535.00	$~~8,647.00~~8,993.00	$~~7,241.00~~7,531.00	$~~31,810.00~~32,383.00
2	$~~1,492.00~~1,552.00	$~~8,963.00~~9,322.00	$~~7,258.00~~7,548.00	$~~50,914.00~~51,830.00
3	Actual Cost	By Applicant	By Applicant	$~~101,923.00~~103,758.00
4	Actual Cost	By Applicant	By Applicant	$~~159,236.00~~162,102.000
6	Actual Cost	By Applicant	By Applicant	$~~318,381.00~~324,112.00
8	Actual Cost	By Applicant	By Applicant	$~~509,430.00~~518,600.00
10	Actual Cost	By Applicant	By Applicant	$~~732,380.00~~745,563.00

[1]Installation of a water meter done by the City and the service either already exists or has been installed by the Applicant.

[2]Installation of the entire water service is done by the City.

[3]Applies only to Single-Family Residential meter.

b. Sanitary Sewer Utility: Connection fees are comprised of a Permit Fee and the System Development Charge as follows:

Type	Permit Fee	System Development Charge (SDC)
New Connection[4]	$~~249.00~~259.00	$~~3,544.00~~3,608.00 per RCE[5]
Grinder Pump (New Connection)[4]	$~~341.00~~355.00	$~~3,544.00~~3,608.00 per RCE[5]
Tenant Improvement[4]	$~~85.00~~88.00	$~~3,544.00~~3,608.00 per net increase in RCE's[5]

[4]All construction is the responsibility of the Applicant. If a new connection or repair requires work within City right-of-way, a Construction Permit (CON - see Section 9) is required in addition to the Sewer Permit.

[5]RCE, Residential Customer Equivalent - An RCE shall be as defined by the King County Department of Natural Resources as follows:

Single Family Home 1,500-2,999 square feet (sq ft) – 1.0 RCE	**Duplex – 1.62 RCE**
Single Family Home less than 1,500 sf – 0.81 RCE	**Triplex – 2.43 RCE**
Single Family Home, 3,000 sf or larger – 1.16 RCE	**Fourplex – 3.24 RCE**
Accessory Dwelling Unit (Attached or Detached) – 0.59 RCE	**Five or more units – 0.63 RCE's per unit**
Mobile home spaces – 1.0 RCE per space	

For micro housing and for commercial, industrial and other non-residential uses, the number of RCE's is calculated based on the number and type of water fixtures installed as part of the development.

NOTE: In addition to City sanitary sewer connection fees, King County will impose a sanitary sewer connection fee (King County Capacity Charge) for improvements in King County's regional sewer system, in accordance with King County Code 28.84.050. King County will bill customers directly for this charge once the sewer work is complete. This charge is not to be paid to the City.

c. Storm Drainage Utility: *(Per Resolution No. 4566 and amended by Resolution No. 5181, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681~~, and~~ Resolution No. 5719 and Resolution 5784.)*

Connection fees are comprised of a Permit Fee and the System Development Charge as follows:

Type	Permit Fee[6]		System Development Charge (SDC)
Single Family Residence & Duplexes (on Individual Parcels)	Level 1	$~~273.00~~284.00	$~~1,759.00~~1,791.00 per Parcel
	Level 2	$~~535.00~~556.00	
	Level 3 [7]	Base Fee = $~~12,198.00~~1,974.00 for up to 10,000 SF of disturbed area Cumulative Additional Fee #1 = Base Fee + $~~535.00~~556.00 for 10,001 SF up to 43,560 SF (1 Acre) of disturbed area Cumulative Additional Fee #2 = Cumulative Additional Fee #1 + $~~136.00~~141.00 per whole or partial Acre disturbed over 1 Acre	
Other Parcels	Level 1	$~~273.00~~284.00	$~~1,759.00~~1,791.00 per ESU[8]
	Level 2	$~~535.00~~556.00	
	Level 3 [7]	Base Fee = $~~1,898.00~~1,974.00 for up to 10,000 SF of disturbed area Cumulative Additional Fee #1 = Base Fee + $~~535.00~~556.00 for 10,001 SF up to 43,560 SF (1 Acre) of disturbed area Cumulative Additional Fee #2 = Cumulative Additional Fee #1 + $~~136.00~~141.00 per whole or partial Acre disturbed over 1 Acre	

[6]Permit levels are determined as follows:

- Level 1 permits are for all projects that are not located in a Critical Area and add or replace less than 2,000 square feet of hard surface area; and/or disturb less than 7,000 square feet of land.

  Note: Single-family residential projects disturbing 500 square feet or less may not require a permit.
- Level 2 permits are for all projects that add or replace 2,000 to 4,999 square feet of hard surface area; or disturb 7,000 square feet or more of land.
- Level 3 permits are for all projects that add 5,000 square feet or more of hard surface area, or convert ¾ acres or more of native vegetation to lawn/landscaped area, or convert 2.5 acres or more of native

vegetation to pasture, or the new plus replaced hard surface area is 5,000 square feet or more and the value of improvements exceeds 50% of the assessed value of existing improvements.

(7)Level 3 permit is calculated as the Base Fee plus the Cumulative Additional Fees described herein.

(8)ESU, Equivalent Service Unit - A configuration of development of hard surfaces (which include impervious surfaces, permeable pavements, and vegetated roofs) estimated to contribute an amount of runoff to the City's storm drainage system which is approximately equal to that created by the average single family residential parcel. Although gravel surfaces are considered a hard surface under ACC 13.48.010, gravel surfaces are not included in the calculation of the SDCs. One ESU is considered equal to 2,600 square feet of parcel coverage by hard surfaces. Per ACC 13.48.010.

When calculating the total SDC, a credit of 1 ESU will be given for each single-family residential or two-family residential parcel conversions to non-single-family use. For all others, when calculating the total SDC, a credit will be applied for the existing hard surface area except existing gravel surfaces.

8. Other Utility Fees: *(Per Ordinance No. 5819, Ordinance No. 5944, Resolution No. 3797, Resolution No. 3953, Resolution No. 4424, Resolution No. 5114, Resolution No. 5134, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5424, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681~~, and~~ Resolution No. 5719 and Resolution 5784.)*

~~Fireline Connection Permit~~	~~$182.00~~
Hydrant Installation Permit and Inspection Fee	$~~313.00~~326.00
Hydrant Use Monthly Rate (applies to Type A and B permits): 3-inch water meter monthly rate, plus Actual usage at Commercial water rate	Per Current Utility Rate Schedule
Hydrant Permit (Type A and Type B) Administration Fee	$~~268.00~~279.00
Fire Hydrant Meter Wrench Fee (Type A Permit)(1)	$~~62.00~~78.00
Hydrant Meter with RPBA, Valve, and Wrench (Type B Permit) – Refundable Deposit(2)	$~~3,000.00~~3,120.00
Dedicated Hydrant Use and Hydrant Meter Penalties and Charges:	
Failure to record "Start" read properly(2a)	$~~295.00~~307.00
Failure to record "Finish" read properly(2a)	$~~295.00~~307.00
Failure to submit monthly water consumption report to the city(2b)	$~~12.00~~12.50
Nonpayment of bill within 10 calendar days of reminder notice(2b)	$~~12.00~~12.50
Non-return of hydrant meter with RPBA assembly after request for return(2b)	$~~12.00~~12.50
Using a hydrant without Trained Hydrant Operator Card on hand(2a)	$~~59.00~~61.00
Using a hydrant without obtaining Trained Hydrant Operator Card(2a)	$~~295.00~~307.00
Using a hydrant without Hydrant Permit documentation on hand(2a)	$~~59.00~~61.00
Using a hydrant without obtaining Hydrant Permit (2a)	$~~295.00~~307.00
Loaning out a hydrant meter with RPBA assembly to an unauthorized party(2a	$~~295.00~~307.00
Using a tool other than the city-supplied hydrant wrench to operate a hydrant(2a)	$~~59.00~~61.00
Damage to hydrant or infrastructure (reimbursement to city for repair or replacement)	At Actual Cost
Nonresponse to revocation of permit or trained hydrant operator certificate(2b)	$~~12.00~~12.50
Disassembly or tampering of hydrant, hydrant meter assembly or hydrant meter with RPBA assembly(2a)	$~~295.00~~307.00

Water Use Charge for Unreturned Hydrant Meter (if equipment not returned for final reading)	$~~892.00~~928.00
Water Meter Test Fee, 2” or less	$~~284.00~~295.00
Water Meter Test Fee, greater than 2”	At Actual Cost
Water Meter Removal Fee (3/4” to 1”)	$~~398.00~~414.00
Water Meter Removal Fee (1-1/2” to 2”)	$~~796.00~~828.00
Water Meter Removal Fee (3” and larger)	At Actual Cost
Water Service Abandonment Permit (City abandons at main, removes meter and box)	$~~3,824.00~~3,977.00
Water Meter Relocation Permit by City	Same as Water Service Installation Permit Fee, see 7.a.
~~Water Service Alteration/Repair Permit on Private Property (by Applicant)~~	~~$112.00~~
Backflow Permit for Premises Isolation (internal or external)	$~~108.00~~112.00
Utility Fees with Demolition Permit	
Water Meter Lockoff/Unlock Demo Fee (all sizes), per meter	$~~89.00~~93.00
Fire Line Shutoff/Turn-on Demo Fee	$~~89.00~~93.00
Fire line Abandonment Permit (at main or other City-approved location, by Applicant, also may require Construction permit if in ROW)	$~~108.00~~112.00
Fire line Abandonment Permit (at main or other City-approved location, by City), based on size of connection at main	Same as Water Service Installation Permit Fee, see 7.a.
Meter Damage/Tamper Repair Permit	$552~~36~~.00 plus Meter Cost, if applicable
Unauthorized fire line or water hook up	$107~~4~~.00 a day fine from date of discovery
Refusal of access per day	$32~~1~~.00
Backflow Assembly Abandonment Demo Fee, per assembly	$~~85.00~~88.00
Water/Sewer Certificate Application Fee[7] (outside of city limits for other than one single-family residence)	$438.00
Side Sewer Cap Demo Fee (to cap side sewer before building demolition), per sewer connection	$~~108.00~~112.00
Storm Inspection Demo Fee (to cap storm pipes before building demolition), per parcel	$~~284.00~~295.00
Hydraulic Water Modeling Base Fee	$295.00
Hydraulic Modeling and Analysis (payment of estimated fees required in advance of beginning modeling work)	At Actual Cost
King County Right-of-Way Construction Permit (includes base application fee and review and inspection of utilities per King County Title 14 Roads and Bridges)	At Actual Cost, $~~1,071.00~~1,114.00 Deposit
Hourly Rate for Negotiation, Development, Administration, and Execution of Special Agreements for Utility Service (Franchise Agreements, Service Area Agreements)	$~~118.00~~123.00

Re-Locate Fee (if <45 days from initial locates)	$~~262.00~~272.00
Side Sewer Repair Permit on Private Property	$~~108.00~~112.00
Side Sewer Repair Permit in Right-of-Way[3]	$~~205.00~~213.00
Side Sewer Cap Permit (not associated with demolition)	$~~108.00~~112.00
Side Sewer Relocation/Replacement Permit	$~~170.00~~177.00
Oil/Water Separator Permit	$~~262.00~~272.00
Grease Interceptor Permit[3]	$~~1262.00~~1,312.00
Storm Drainage Repair Permit – Existing Private System on Private Property	$~~108.00~~112.00
Storm Drainage Repair Permit – Existing System in Public Right-of-Way/Easement[3]	$~~205.00~~213.00
Storm Retrofit Permit – Non-Single Family on Private Property	$~~301.00~~313.00
Utilities Payback Administration Fees:	
Application Fee[4]:	
Base Fee (BF)	$~~2,608.00~~2,712.00
Per Benefited Parcel (BP)	$~~69.00~~72.00
Application Fee Calculation = BF + (BP x Number of Benefited Parcels)	
Payment Processing Fee (per parcel)[5]	$~~126.00~~131.00
Outside Professional Services, including Area of Special Benefit Analysis	Time & Materials
Recording fee will be billed to the Developer after recording is complete for actual cost.[6]	At Actual Cost

[1] Non-refundable fee. Wrench is only for withdrawing water at City-designated hydrant fill stations. Applicant will be charged the Hydrant Use Monthly Rate and all monthly reported water use at Commercial water rates until applicant returns wrench and notifies City in writing that applicant is no longer using water from City-designated hydrants.

[2] Each year, the hydrant meter with RPBA, Valve, and Wrench must be returned to City for annual maintenance and testing no later than the date specified by the City at the time of application. **The deposit amount will be forfeited if the equipment is not returned to the City by the deadline.** If needed, the City will re-issue a hydrant meter to the applicant under the same permit. In that instance, the applicant will be billed for any damages to the returned meter; the deposit will be applied to the re-issued hydrant meter. Upon final return of the equipment to the City, the cost of repairing any damages will be deducted from the deposit.

[2a] Maximum penalty, per day, location, violator and incident.

[2b] Per calendar day.

[3] If repair or new construction requires work within City right-of-way, including a new connection to the City's system, a Construction Permit (CON - see Section 9) is required in addition to the permit.

[4] Payback Agreement Application Fee includes mailing costs.

[5] Fee to be deducted from the amount due to the developer when payback is collected for a parcel.

[6] Fee to be billed after recording. Outstanding recording fees will be deducted from the amount due to the developer when payback is collected for a parcel.

[7] Please note that the City of Auburn may collect a review fee on behalf of the Valley Regional Fire Authority for certain land use and/or environmental reviews which fee is collected in addition to the City's required fees.

9. Construction/Excavation Permits (for work within the public rights-of-way including construction of utilities, sidewalks and driveways that are not part of Facility Extensions (FAC)): *(Per Ordinance No. 5817, Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681~~, and~~ Resolution No. 5719 and Resolution 5784.)*

Basic Fee (BF) Basic fee covers permit intake, admin, limited review and inspection time.	$1968800.00
Daily Review and Inspection Rate (DIR) Normal Business Days (weekdays) Non-Business Days (includes weeknights, weekends, and holidays))	 $52000.00 $7745.00
Fee Calculation: Permit Fee = BF + (DIR x Estimated Days In Right of Way)*	
*For projects that are expected to involve significant review and inspection time, after hours work, or the review and inspection scope or duration requirements cannot be accurately estimated, the city engineer may establish a deposit account to manage permittee deposits in advance of permit issuance for reimbursing actual labor costs of administering the permit. Such deposit accounts will not be interest bearing and will be closed at the end of the permitted work when a final accounting of the permit administration cost shall be calculated, and a final bill or credit issued to the permittee. The Public Works Director is authorized to waive construction permit fees for projects that are funded through the City's Neighborhood Grant Program. A fee waiver does not eliminate the requirement to apply for and obtain a permit.	

10. Memorial Sign Program: *(Per Ordinance No. 6137, Ordinance No. 6149, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, and Resolution No. 5719 and Resolution 5784.)*	
Memorial Sign	$198.00206.00

11. Special Permits: *(Per Ordinance No. 5817 and amended by Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5319, Resolution No. 5388, and Resolution No. 5470.)*
Special Permit fees are assessed per Section 9. Construction/Excavation Permits

12. Street Payback Agreements: *(Per Ordinance No. 6319, Resolution No. 4624, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5681, and Resolution No. 5719 and Resolution 5784.)*	
Street Payback Administration Fees:	
Application Fee(1):	
Base Fee (BF)	$2,712608.00
Per Benefited Parcel (BP)	$7269.00
Application Fee Calculation = BF + (BP x Number of Benefited Parcels)	
Payment Processing Fee (per parcel)(2)	$13126.00
Outside Professional Services, including Area of Special Benefit Analysis	Time & Materials
Recording fee will be billed to the Developer after recording is complete for actual cost.(3)	At Actual Cost

(1) Payback Agreement Application Fee includes mailing costs.

(2) Fee to be deducted from the amount due to the developer when payback is collected for a parcel.

(3) Fee to be billed after recording. Outstanding recording fees will be deducted from the amount due to the developer when payback is collected for a parcel.

13. Mitigation and Impact Fees for Exempt Wells: *(Per Resolution No. 5352 and RCW 90.94.030.)*	
Mitigation and Impact fees for properties that will be served by new exempt wells drilled on or after January 19, 2018.*	$500.00
*$350.00 of the $500.00 fee shall be sent to the Washington State Department of Ecology for mitigation enhancements in the well's drainage basin, with the remaining $150.00 to be retained by the City to cover its administrative costs.	

14. Sidewalk Repair Program Fee: *(Per Resolution No. 5620, Resolution No. 5681~~, and~~ Resolution No. 5719 and Resolution 5784.)*
Application fee (includes recording): $1040 Fee for sidewalk repair: **$3634.00 per Square Foot** for sidewalk and residential driveway apron (excluding curb/gutter and approach), and $16.00~~16.00~~ per Square Foot for residential driveway apron approach (as required to for residential driveway apron repair) repairs required by ACC 12.12.234 to be included in the City's annual Sidewalk Repair and Accessibility Program. This fee does not include tree removal but includes removal of roots located under the sidewalk to be repaired.
15. Technology Fee: *(Per Resolution No. 5549, and Resolution No. 5620.)*
A 3% technology fee is included in all fees listed above except fees listed in Sections 1, 2, 12, 13, and system development charges in section 7.
16. Recording Fee: ***(Per Resolution No. 5784)***
Unless indicated as included in other applicable fees, costs for recording documents associated with permits, actions, and applications included herein shall be charged to the permittee/applicant at the City's actual cost.

C. ANIMAL LICENSING FEES AND PENALTIES *(Per Resolution No. 4868, Resolution No. 5701, ~~and~~ Resolution No. 5719 and Resolution 5784)*:

AVHS SERVICE FEES

ALTERED ANIMAL WITH CURRENT COA LICENSE

IMPOUNDS (within 24-month period)	ALTERED ANIMAL	ADDITIONAL FEES (may also include vaccines fee if not current)
1st Impound	$~~25~~35	+ $~~15~~ 22 rabies + $33~~16~~ additional vac/deworming + $~~10~~ 15 Flea treatment + $~~20~~ 25 daily board
2nd Impound	$~~50~~ 70 + Microchip	+ $~~10~~ 15 Flea treatment + $~~20~~ 25 daily board
3rd Impound	$~~100~~140	+ $~~10~~ 15 Flea treatment + $~~20~~ 25 daily board
4th Impound	$~~200~~280	+ $~~10~~ 15 Flea treatment + $~~20~~ 25 daily board
5th+ Impound	$~~350~~400	+ $~~10~~ 15 Flea treatment + $~~20~~ 25 daily board

UNALTERED ANIMAL WITH CURRENT COA LICENSE

IMPOUNDS (within 24-month period)	UNALTERED ANIMAL	ADDITIONAL FEES (may include vaccines fee if not current)
1st Impound	$~~45~~55	+ $~~15~~ 22 rabies + $33~~16~~ additional vac/deworming + $~~10~~ 15 Flea treatment + $~~20~~ 25 daily board
2nd Impound	$~~90~~ 110 + Microchip	+ $~~10~~ 15 Flea treatment + $25~~20~~ daily board
3rd Impound	$~~180~~ 220 + S/N Surgery	+ $~~10~~ 15 Flea treatment + $~~20~~ 25 daily board

ALTERED ANIMAL WITHOUT CURRENT COA LICENSE

IMPOUNDS (within 24-month period)	ALTERED ANIMAL	ADDITIONAL FEES (may also include vaccines fee if not current)
1st Impound	$~~40~~50	+ $30 license + $~~15~~ 22 rabies +$~~16~~ 33 additional vac/ deworming + $~~10~~ 15 Flea treatment + $~~20~~ 25 daily board
2nd Impound	$~~80~~ 100 + Microchip	+ $~~10~~ 15 Flea treatment + $~~20~~ 25 daily board
3rd Impound	$~~160~~200	+ $~~10~~ 15 Flea treatment + $~~20~~ 25 daily board
4th Impound	$~~320~~400	+ $~~10~~ 15 Flea treatment + $~~20~~ 25 daily board
5th+ Impound	$~~580~~600	+ $~~10~~ 15 Flea treatment + $~~20~~ 25 daily board

UNALTERED ANIMAL WITHOUT CURRENT COA LICENSE

IMPOUNDS (within 24-month period)	UNALTERED ANIMAL	ADDITIONAL FEES (may also include vaccines fee if not current)
1st Impound	$~~65~~75	+ $60 license + $~~15~~ 22 rabies + $~~16~~ 33 additional vac/ deworming + $~~10~~ 15 Flea treatment + $~~20~~ 25 daily board
2nd Impound	$~~130~~ 150 + Microchip	+ $~~10~~ 15 Flea treatment + $~~20~~ 25 daily board
3rd Impound	$~~260~~ 300 + S/N Surgery	+ $~~10~~ 15 Flea treatment + $~~20~~ 25 daily board

LICENSING

Unaltered Dog/Cat	$60
Altered Dog/Cat	$30
Senior Citizen Dog/Cat Altered	$15
Disabled Citizen Dog/Cat Altered	$15
Juvenile Dog/Cat Unaltered < 6 mo	$15
Replacement Tag	$5

TRAP RENTALS

Trap Rental w/$~~75~~ 125 deposit	$5/day

AVHS BITE QUARENTINE FEES

SERVICE	FEE
10 Day Mandated Quarantine Daily Boarding Fee	$52
1st Impound altered/unaltered	$45/70
Pet License altered/unaltered	$30/$60
Rabies Vaccine	$22
Additional Vaccine/Deworming	$33
Flea Treatment	$15

AVHS MANDATED SERVICES FEES

MANDATED SERVICE	FEE
Microchip	~~$55~~65
Cat Neuter	~~$115~~145
Cat Spay	~~$115~~145
Dog Neuter <24.9 lbs.	~~$160~~175
Dog Neuter 25 - 49.9 lbs.	~~$180~~195
Dog Neuter 50 -74.5 lbs.	~~$195~~210
Dog Neuter 75-99.9 lbs.	~~$220~~230
Dog Neuter >100 lbs.	~~$370~~385
Dog Spay <24.9 lbs.	~~$160~~175
Dog Spay 25 - 49.9 lbs.	~~$180~~195
Dog Spay 50 -74.5 lbs.	~~$195~~210
Dog Spay 75-99.9 lbs.	~~$220~~235
Dog Spay >100 lbs.	~~$370~~385
Feline Pregnant/Obese	~~$55-$125~~500
Canine Pregnant/Obese	~~$65-$135~~500
Cryptorchid Neuter	~~$65-$135~~500
Injectable Pain Medication	$40
Take-Home Pain Medication	$25
Elizabeth Collar	~~$15~~12

SURRENDER FEES	FEE
Dog/Cat within Auburn City Limits	~~$105~~125
Dog/Cat Litter (2 or more) within Auburn City Limits	~~$165~~185
Dog/Cat outside Auburn	~~$175~~195
Dog/Cat Litter (2 or more) outside Auburn	~~$225~~250
Small Domestic Reptile (Bearded Dragon, Gecko, Terrestrial Turtle)	$65
Small Exotic Bird	$75
Small Rodent (Guinea Pig, Hamster, Rat, Rabbit)	$75
Snake (Under 6ft)	$95
Ferret, Chinchilla, Sugar Glider	$95
Disposal <25 lbs.	~~$35~~45
Disposal <25-50 lbs.	~~$45~~55
Disposal >50 lbs.	~~$65~~75
Shelter Approved Owner Request Euthanasia Dog	~~$95~~115
Shelter Approved Owner Request Euthanasia Cat	~~$85~~105

ADOPTION FEES

~~ADOPTIONS~~	~~FEE~~	~~ADOPTIONS~~	~~FEE~~
~~Puppy 2-9 months~~ Hold Fee Cat	~~$350~~$25	Large Breed Senior Dog 7+ years	$95
Hold Fee Dog	$50	Small Breed Senior Dog 7+ years	$125
Puppy 2-6 months	$500	Kittens 2-9 months	$225
Puppy 7-10 months	$400	2 Kittens 2-9 months	$~~350~~375
Small Breed Dog 10mo-6yrs	$325	Cat 10mo-6yrs	$~~95~~125
Medium Breed Dog 10mo-6yrs	$250	Senior Cat 7+ years	$~~25~~45
Large Breed Dog 10mo-6yrs	$175	Working Cat	$0

EXOTIC ADOPTION FEES

Bearded Dragon	$75
Leopard Gecko	$35
Tortoise	$75
Iguana	$75
Parakeet	$25
Cockatiel	$50
Love Bird	$50
Small Parrot	$150
Large Parrot	$250-$1500
Domestic US Snake	$35
Non-domestic US Snake	$50-$125
Guinea Pig	$20
Hamster	$5
Mouse/Rat	$10
Rabbit	$45
Ferret	$50-$75
Chinchilla	$75
Sugar Glider	$125

D. AUBURN MUNICIPAL AIRPORT FEES *(Per Ordinance No. 5707, amended by Ordinance No. 5715 and Ordinance No. 5819, and amended by Resolution No. 3784, Resolution 3797, Resolution No. 3841, Resolution No. 3953, Resolution No. 4117, Resolution No. 4270, Resolution No. 4414, Resolution 4734, Resolution No. 4880, Resolution No. 5016, Resolution No. 5114, Resolution No. 5181, Resolution No. 5213, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5424, Resolution 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, ~~and~~ Resolution No. 5719 and Resolution No. 5784.)*

1. Lease Fees

Lease Type:

Open D, ~~G~~E, F	$ 26859.00
Open C	$ 31908.00
~~Closed J~~	~~$ 466.00~~
Enc~~C~~losed G, H, J	$ 513495.00
Enc~~C~~losed Y & Z	$ 59776.00
Enc~~C~~losed Y1, Z1 & Z22	$ 76740.00
Outside Tiedowns	$87.00
Storage Rows H-D	$ 17266.00
~~Storage Units (185 sq. ft. – Buildings Y&Z)~~	~~$ 146.00~~
Storage Units (298 sq. ft. – Building Z)	$ 18579.00
Storage Units (380 sq. ft. – Buildings Y&Z)	$ 23426.00
~~Upon Completion of J & G Upgrades~~	~~$495.00~~

A security surcharge of $10.00 per month is charged, in addition to the base monthly rental fees provided in this section, for each tie-down, each hangar door and each storage rental area, which security surcharge fees are to be used for the provision of increased security at the Auburn Municipal Airport (approved by Ordinance No. 5500 on January 16, 2001). For the purposes hereof, each tie-down consists of the structures/facilities necessary to accommodate one (1) regular sized light aircraft. Furthermore, the hangar doors to which the security surcharge applies includes all hangars located at the Auburn Municipal Airport, including those hangars built on land owned by the City but leased to private parties~~,~~ and those hangars owned in a condominium type ownership.

The above lease and security surcharge amounts are subject to applicable leasehold taxes, which shall be paid by the tenant. The total charges, including the above lease rates plus lease~~-~~hold tax and surcharge, shall be reflected in monthly billing rates. Tenants shall be given notice as required by o~~O~~rdinance or lease agreements. The Airport l~~L~~ease rates shall be effective January 1, 2025~~4~~.

Payments. Payments are due on the first of each month, past due as of the 5th and late as of the 16th. Payments not received by the 15th incur a $25.00 late fee. Payments not received after 30 days from the due date incur an additional $25.00 delinquency fee each month payment is delinquent. Any instance where a check is tendered for payment and non-sufficient funds exist to settle the transaction, a fee shall apply as set forth in the City of Auburn Fee Schedule.

Automatic gate electronic cards. One automatic gate electronic card will be issued to each City rental tenant free of charge. Any additional electronic cards requested by a tenant are subject to a $25.00 fee. An additional $25.00 replacement fee will be assessed against the tenant for all lost or damaged electronic cards. All electronic cards must be returned to the airport at the time of lease expiration.

Each lease shall include an initial payment of first and last months' rent plus a damage deposit in the amount of two times the monthly base rate, with the exception of an o~~O~~utside

t~~T~~ie-d~~D~~own l~~L~~ease which shall include an initial payment of first month's rent only. Each lease agreement shall also include terms that authorize the City to apply the damage deposit to outstanding charges on termination.

2. Daily Transient Parking (overnight)	
Tie-Down	$5.00
Open "T"	$25.00
Enclosed Hangar	$35.00

3. Base Parking Fee – Designated Spaces

A base vehicle parking fee of $785.00 per month per designated space is charged. There are designated spaces available on a first-come basis for pilots to park or store a vehicle for an extended period of time. All airport rules and regulations apply. A monthly storage agreement must be completed and appropriate fees paid. The storage of vehicles is for the convenience of the users of the Auburn Airport and is month-to-month.

4. Additional Airport Fees	
Gate Cards (each lease gets one card at no charge.)	$25.00
Monthly Aeronautical Business Fee	$75.00
Initial Hangar Waitlist Fee	$50.00
Annual Hangar Waitlist Fee	$25.00/year
Resale Fuel Flowage Fee (Jet A Retailers)	$0.05/gallon
Conference Room Rental Fee	$25.00/hour
Gate Remote	$50.00

5. Waiver of Fees for Governmental Entities or Governmental Affiliated Entities

The Mayor is authorized to waive a portion or all of any (otherwise) required fees for hangar space rental - if space is available - for governmental entities or government affiliated entities that provide community service(s) and public benefit(s) to residents, citizens and businesses of Auburn.

E. POLICE DEPARTMENT FEES *(Per Ordinance No. 5715 amended by Ordinance No. 6216, 5819, Resolution No. 3797, Resolution No. 3953, Resolution No. 4117, Resolution No. 4272, Resolution No. 4424, Ordinance 6216, Ordinance 6276, Resolution No. 4552, Resolution No. 5016, Resolution No. 5114, Resolution No. 5255, Ordinance No. 6216, Ordinance No. 6252, Ordinance No. 6345, Ordinance No. 6607, Resolution No. 5470, Resolution No. 5549, and Resolution No. 5719.)*

Type	Fees
Visa Letter	$10.00
Fingerprinting Fees (fee not charged where taking of fingerprints is required by city)	as set by the FBI
Laminated Concealed Pistol License	$5.00
Annual Alarm Registration Fees:	
Residential	$24.00
Commercial	$24.00
Residential Low Income Senior Citizen/Disabled Citizen	$12.00
Late Registration Fee	$25.00
Auburn Security Alarm License	$10.00/each registered alarm user to a maximum of $100.00 annually
Late License Fee	$25.00
Reinstatement Fee	$100.00 plus $10.00/permitted user
False Alarm Service Fees	
Burglar False Alarm Service Fee*	$100.00
Robbery, Panic and Burglary Crime in Progress False Alarm Fee*	$200.00
Supplemental Fee for Non-permitted Alarm System, each alarm	$200.00
Fee for false alarm caused by Monitoring Company or Alarm Installation Company employee	$100.00
First Dispatch Report during time of suspension	$100.00
Each dispatch thereafter	$25.00
Late Fee	$25.00
Appeals	$25.00
*The alarm administrator will waive the first false alarm fee following the installation of an alarm system at a particular address.	
Traffic School Fee	$125.00[1]
Animal Impound Fees	

[1] A 3% transaction fee will be applied if paid by credit card.

Fee to recover from impound all animals not permitted to be sheltered by Auburn Valley Humane Society:	
Rabbits and Poultry	$25/per day held
Goats and Sheep	$30/per day held
Pot-Bellied pigs and Cattle	$35/per day held
Horses, mini-Equine, Donkeys, and Mules	$40/per day held
Stallions	$50/per day held
All fees related to transport, house, and care of impounded animal	TBD

F. CITY CLERK FEES *(Per Ordinance No. 5715, Ordinance No. 5819, Resolution No. 3797, Resolution No. 4244, Resolution No. 5016, Resolution No. 5114, Resolution No. 5312, Resolution No. 5549, Resolution No. 5620, and Resolution No. 5681.)*

Type	Fees
Fees for public records – collection	
Non-certified photocopies of public records, printed copies of electronic public records when requested by the person requesting records. The maximum size for photocopies is 11x17.	$0.15 per page plus postage
Certified copies of public records. The maximum size for photocopies is 11x17.	$5.00 per document, plus $0.15 per page, plus postage
Non-certified copies of documents larger than 11x17.	Actual cost charged by third party vendor.
Scanned public records into an electronic format.	$0.10 per page
Electronic files or attachments uploaded to email, cloud-based storage service or other means of electronic delivery.	$0.05 per each 4 electronic files
Transmission of public records in an electronic format.	$0.10 per gigabyte
Digital Storage Media or Device; Container or Envelope Used to Mail Copies to Requestor, and Postage.	Actual Cost
Customized service charge for requests requiring the use of information technology expertise per RCW 42.56.120(3).	Varies by request
Police body camera video redactions (redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring) per RCW 42.56.240(14).	$51.60 per hour

G. CITY CEMETERY FEES *(Per Ordinance 5715, Resolution No. 3797, Resolution No. 3953, Resolution No. 4027, Resolution No. 4103, Resolution No. 4117, Resolution No. 4272 Resolution No. 4424, Resolution No. 4552, Resolution No. 4675, Resolution 4778, Resolution No. 4880, Resolution 5114, Resolution No. 5134, Resolution No. 5181, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681~~, and~~ Resolution No. 5719 and Resolution No. 5784.)*

Type	Fees
Graves	
Section 9A and 9B	$~~3,395.00~~ $3,545.00
10th Addition	~~$2,895.00~~ $3,695.00
10th Addition Upright Plots	$8,995.00
All other adult graves	$2,995.00
Child's Place	$425.00
Double Depth (includes 2 burial spaces / 2 liners)	$~~6,590.00~~ $6,690.00
Section ~~9A and~~ 9B and Memory Heights (Quads and Upright monument plots)	$7,995.00 each
Plaza Estates (Upright Plots)	$9,995.00 each
Ground Cremation Plots	
Centennial Um Garden (single)	~~1,195.00~~ $1,325.00
Centennial Um Garden (double)	~~$2,195.00~~ $2,495.00
Section 9 Upright Section Um Plots (up to 2 urns)	$3,295.00
Niches	
Mausoleum (top rows available only) – single	Sold Out
Centennial Columbarium II (1 or 2 urns) – Row 2	~~$2,595.00~~ $2,695.00
Centennial Columbarium II (1 or 2 urns) – Row 1	~~$2,395.00~~ $2,495.00
Chapel of Memories – Interior Niches*	Range From
12 x 12 Single	~~$3,095.00 – $4,195.00~~ $3,195.00 - $4,295.00
12 x 18 Double	~~$3,895.00 – $6,795.00~~ $3,995.00 - $6,895.00
12 x 24 Family (up to 3 urns)	~~$7,195.00 – $9,195.00~~ $7,295.00 - $9,195.00
*The above niche prices include one bud vase per niche. Inurnment will be~~-~~ $795.00 per occasion. See guidelines for additional pertinent information. A single inscription on the glass front is $350.00 plus tax. Urn's to be purchased separately.	
Chapel of Memories – Exterior Niches*	
Rows 4, 5, & 6	~~$2,995.00~~ $3,095.00
Rows 2 & 3	$~~2,695.00~~ $2,795.00
Rows 1, 7, & 8	$~~2,395.00~~ $2,495.00
Eagle Columbarium	$2,495.00 - $3,095.00
Rows 4 & 5	$3,095.00
Rows 2 & 3	$2,795.00
Row 1	$2,495.00
ForestWalk Columbarium	$2,595.00 - $3,195.00
Row 4	$3,195.00
Rows 2 & 3	$2,895.00

Row 1	$2,595.00

*If the niche (external) is to be used as a double niche, the inurnment, inscription and tax will be due when a second urn is placed. (Row 1 is the bottom row)

OVERTIME WILL BE CHARGED AT $~~175.00~~ $225.00 PER HOUR AFTER 4:30 P.M., MONDAY THROUGH FRIDAY. THE SATURDAY SERVICE CHARGE IS $~~850.00~~ $875.00 FOR FULL INTERMENT AND $~~475.00~~ $495.00 FOR CREMATION SERVICES.

Extended Land Use	$~~595.00~~ $695.00
Memorial Plaque	$~~495.00~~ $645.00
Services	
"Chapel of Memories" rental for services	$350.00
Opening and Closing – Ground Burials	
Liner/Vault	~~$1,595.00~~ $1,695.00
Children's Place	$495.00
Opening and Closing – Cremation	
Cremation Plot	~~$895.00~~ $995.00
Niche	$795.00
Opening and Closing – Entombment	~~$1,495.00~~ $1,595.00
Marker Services	
Flat Grass:	
Inscription	~~$390.00~~ + tax $495.00
Setting Fee	~~$395.00~~ + tax $495.00
Resetting Fee	~~$225.00~~ + tax $250.00
Inspection Fee for outside sales	~~$450.00~~ + tax $500.00
Niche Shutters	
Granite Inscription	~~$495.00~~ + tax $550.00
Glass Inscription	$350.00 + tax
Upright	
Setting Fee Starts at	~~$525.00~~ + tax $695.00
Onsite Inscriptions	~~$495.00~~ + tax $645.00
Resetting Fee	~~$350.00~~ + tax $450.00
Vase Setting Fee (single vase)	~~$55.00~~ + tax $95.00
Recording Fee	$~~100.00~~ $150.00
Overtime Charge – per hour	~~$175.00~~ $225.00
Saturday Service Fee	
Full Interment	~~$850.00~~ $875.00
Cremation	~~$475.00~~ $495.00
Materials	
Flower Vases: (prices include vase setting fee)	
Standard Galvanized	$200.00 + tax
Deluxe Cast Zinc (gray or bronze zinc)	$325.00
Deluxe Wall (brass)	$325.00
Liners: Concrete Liner	~~$895.00~~ + tax $995.00

~~Mountain View Vault~~ Burial Vault	~~$1,995.00~~+ tax $2,195.00
Vault Installation	$995.00 + tax
Liner Installation	$550.00 + tax
Double Depth	$1,795.00 + tax
Urn Encasement	~~$450.00~~ + tax $475.00
Forestwalk Informal Cremation Garden	
Phase I: Single 3' Single Ground Plot	~~$1,995.00~~ $2,195.00
Phase I: Double 4' Plots	~~$2,795.00~~ $2,995.00
Phase II: Double 4' Double Ground Plot	~~$2,795.00 - $3,995.00~~ $2,995.00 - $4,195.00
Phase IIIA: Single Plots	$2,295.00 - $2,495.00 (bio urn plots)
Phase IIIA: Double Plots	$2,995.00
Phase IIIA: Prime Plots	$3,195.00-$4,295.00
ForestWalk Ossuary Scattering	$600.00
Granite Memorials Start At	~~$695.00~~ + tax ~~$795.00~~ $895 + tax

H. PARKS, ARTS AND RECREATION *(Per Resolution No. 3797 and amended by Resolution No. 3953, Resolution No. 4117, Resolution No. 4272, Resolution No. 4424, Ordinance No. 6276, Resolution No. 4552, Resolution No. 4880, Resolution No. 5016, Resolution No. 5181, Resolution No. 5228, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, and Resolution No. 5549, Resolution No. 5620, Resolution No. 5681~~, and~~ Resolution No. 5719 and Resolution No. 5784.)*

LES GOVE MULTI-PURPOSE BUILDING	**Resident**	**Non-Resident**		
Monday – Sunday ~~Monday – Sunday~~	$30.00/hour~~$25.00/hour~~	$35.00/hour~~$30.00/hour~~		
Damage Deposit	$50.00	$50.00		
LES GOVE GYMNASIUM	**Resident**	**Non-Resident**	**Auburn Non-Profit**	**Other Non-Profit**
Gymnasium (athletics practice, birthday parties, etc.)	$50.00/hour	$60.00/hour	$40.00/hour	$50.00/hour
Gymnasium (tournaments, trade shows, fairs, etc.)	$80.00/hour	$95.00/hour	$65.00/hour	$80.00/hour
Damage Deposit	$300.00	$300.00	$300.00	$300.00
Optional Cleaning Fee	$275.00	$275.00	$275.00	$275.00
SENIOR ACTIVITY CENTER	**Resident**	**Non-Resident**	**Auburn Non-Profit**	**Other Non-Profit**
Millennium Room (includes basic kitchen use) Available Friday evenings, Saturday and Sunday.	$110.00/hour~~$90.00/hour~~	$140.00/hour~~$110.00/hour~~	$85.00/hour~~$65.00/hour~~	$105.00/hour~~$85.00/hour~~
Full Facility Rental Package Friday night & Saturday: 4 hours Friday and up to 12 hours of use on Saturday	$1,550.00~~$1,350.00~~	$1,950.00~~$1,650.00~~	$1,200.00~~$1,000.00~~	$1,500.00~~$1,300.00~~
Full Facility Rental Package Full Day Saturday or Full Day Sunday: up to 12 hours of use on either day	$1,300.00~~$1,100.00~~	$1,600.00~~$1,400.00~~	$1000.00~~$850.00~~	$1,200.00~~$1,100.00~~
1/3 Millennium Room	$50.00/hour	$60.00/hour	$40.00/hour	$50.00/hour
Lions Room Monday – Friday	$40.00/hour	$50.00/hour	$30.00/hour	$40.00/hour
Damage & Cleaning Deposit (for Full Facility	$300.00	$300.00	$300.00	$300.00

and Millennium room rentals) without alcohol				
Damage & Cleaning Deposit (for Full Facility and Millennium room rentals) with alcohol ($1,000,000.00 excess liability insurance required)	$500.00	$500.00	$500.00	$500.00
Optional cleaning fee (fee required with use of alcohol in facility)	$300.00~~$275.00~~	$300.00~~$275.00~~	$300.00~~$275.00~~	$300.00~~$275.00~~
Kitchen with room rental.	$40.00 (1-4 hours) $100.00 (5-12 hours)~~$30.00 (1-4 hours) $90.00 (5-12 hours)~~	$40.00 (1-4 hours) $100.00 (5-12 hours)~~$30.00 (1-4 hours) $90.00 (5-12 hours)~~	$40.00 (1-4 hours) $100.00 (5-12 hours)~~$30.00 (1-4 hours) $90.00 (5-12 hours)~~	$40.00 (1-4 hours) $100.00 (5-12 hours)~~$30.00 (1-4 hours) $90.00 (5-12 hours)~~
Kitchen – Private and Commercial Use	$30.00/hour~~$25.00/ hour~~	$35.00/hour~~$30.00/ hour~~	$30.00/hour~~$25.00/ hour~~	$50.00/hour~~$30.00/ hour~~
AUBURN COMMUNITY & EVENT CENTER	**Resident**	**Non-Resident**	**Auburn Non-Profit**	**Other Non-Profit**
Full Community Room	$150.00/hour~~$130.00/hour~~	$190.00/hour~~$160.00/hour~~	$115.00/hour~~$100.00/hour~~	$150.00/hour~~$130.00/hour~~
2/3 Rooms of Full Community Room	$115.00/hour~~$100.00/hour~~	$150.00/hour~~$130.00/hour~~	$90.00/hour~~$80.00/ hour~~	$110.00/hour~~$100.00/hour~~
1/3 Room of Full Community Room	$70.00/hour~~$65.00/ hour~~	$90.00/hour~~$85.00/ hour~~	$55.00/hour~~$50.00/ hour~~	$75.00/hour~~$70.00/ hour~~
Full Community Room (up to 12 hours)	$1,550.00~~$1,350.00~~	$1,950.00~~$1,650.00~~	$1,200.00~~$1,000.00~~	$1,500.00~~$1,300.00~~
Classroom	$25.00/hour~~$20.00/ hour~~	$30.00/hour~~$25.00/ hour~~	$20.00/hour~~$15.00/ hour~~	$25.00/hour~~$20.00/ hour~~
Kitchen with room rental.	$40.00 (1-4 hours) $100.00 (5-12 hours)~~$30.00 (1-4 hours) $90.00 (5-12 hours)~~	$40.00 (1-4 hours) $100.00 (5-12 hours)~~$30.00 (1-4 hours) $90.00 (5-12 hours)~~	$40.00 (1-4 hours) $100.00 (5-12 hours)~~$30.00 (1-4 hours) $90.00 (5-12 hours)~~	$40.00 (1-4 hours) $100.00 (5-12 hours)~~$30.00 (1-4 hours) $90.00 (5-12 hours)~~
Kitchen – Private and Commercial Use	$30.00/hour~~$25.00/ hour~~	$35/hour~~$30/hour~~	$30.00/hour~~$25.00/ hour~~	$35.00/hour~~$30.00/ hour~~
Damage & Cleaning Deposit for Full Facility without alcohol	$300.00	$300.00	$300.00	$300.00
Damage & Cleaning Deposit for Full Facility	$500.00	$500.00	$500.00	$500.00

with alcohol ($1,000,000.00 excess liability insurance required)				
Optional cleaning fee (fee required with use of alcohol in facility)	$300.00~~$275.00~~	$300.00~~$275.00~~	$300.00~~$275.00~~	$300.00~~$275.00~~
THE REC	**Resident**	**Non-Resident**	**Auburn Non-Profit**	**Other Non-Profit**
Full Facility (Includes Rec Room & Lobby)	$100.00/hour	$130.00/ hour	$80.00/ hour	$100.00/ hour
Rec Room	$60.00/hour	$75.00/hour	$45.00/hour	$60.00/hour
Damage & Cleaning Deposit for Full Facility without alcohol	$300.00	$300.00	$300.00	
POSTMARK CENTER FOR THE ARTS	**Resident**	**Non-Resident**	**Auburn Non-Profit**	**Other Non-Profit**
Full Facility (12 months in advance)	$1050.00 full day	$1300.00 full day	$800.00 full day	$1050.00 full day
Gallery Space (3 hour minimum, 6 Month in advance)	$100.00 per hour	$125.00 per hour	$75.00 per hour	$100.00 per hour
Classroom (3 hour minimum)	$20.00 per hour	$25.00 per hour	$15.00 per hour	$20.00 per hour
Cafe 1-4 hours	$30.00	$30.00	$30.00	$30.00
Cafe 5+ hours	$90.00	$90.00	$90.00	$90.00
Staffing for Classroom (3 hour minimum)	$25.00 per hour	$25.00 per hour	$25.00 per hour	$25.00 per hour
Damage & Cleaning Deposit for Full Facility without alcohol	$300.00	$300.00	$300.00	$300.00
Damage & Cleaning Deposit for Full Facility with alcohol ($1,000,000.00 excess liability insurance required)	$500.00	$500.00	$500.00	$500.00
Optional cleaning fee (fee required with use of alcohol in facility)	~~$275.00~~$100.00	~~$275.00~~$100.00	~~$275.00~~$100.00	~~$275.00~~$100.00

WILLIAM C. WARREN BUILDING	Resident	Non-Resident
	$50.00/hour~~$45.00/hour~~	$60.00/hour~~$55.00/hour~~
WHITE RIVER VALLEY MUSEUM	**Resident**	**Non-Resident**
Muckleshoot Room (2 hour minimum)	$40.00/hour	$40.00/hour
Full Museum (2 hour minimum)	$125.00/hour	$125.00/hour
Garage (2 hour minimum)	$50.00/hour	$50.00/hour
BACKYARD IDEA GARDEN	$60.00/Half Day	$75.00/Half Day
	$100.00/Full Day	$125.00/Full Day
GRASS FIELDS	**Resident**	**Non-Resident**
Youth	$10.00/hour~~$8.00/hour~~	$13.00/hour~~$11.00/hour~~
Adult	$18.00/hour~~$16.00/hour~~	$23.00/hour~~$21.00/hour~~
Field Lights	$25.00/hour~~$20.00/hour~~	$25.00/hour~~$20.00/hour~~
Field Maintenance	$30.00 per field	$30.00 per field
BASEBALL/SOFTBALL/ FASTPITCH TOURNAMENTS	**1 Day**	**2 Day**
Youth	$900.00~~$800.00~~	$1,500.00~~$1,100.00~~
Adult	$1,200.00~~$1,000.00~~	$1,900.00~~$1,400.00~~
Field Lights	$25.00/hour~~$20.00/hour~~	$25.00/hour~~$20.00/hour~~
Damage Deposit	$250.00 per tournament	
SYNTHETIC TURF FIELDS	**Resident**	**Non-Resident**
Youth Soccer	$35.00/hour~~$31.00/hour~~	$45.00/hour~~$41.00/hour~~
Adult Soccer	$45.00/hour~~$41.00/hour~~	$55.00/hour~~$51.00/hour~~
Field Lights	$25.00/hour~~$20.00/hour~~	$25.00/hour~~$20.00/hour~~
Youth Baseball	$41.00/hour~~$41.00/hour~~	$51.00/hour~~$51.00/hour~~
Adult Baseball	$51.00/hour~~$51.00/hour~~	$66.00/hour~~$66.00/hour~~
GAME FARM WILDERNESS PARK CAMPGROUNDS	**Resident**	**Non-Resident**
	$40.00/night	$40.00/night
GAME FARM WILDERNESS PARK DAY CAMP	**Resident/ Non-Resident**	**Non-Profit**
	$80.00/day~~$75.00/day~~	$60.00/day ~~$50.00/day~~

PICNIC SHELTERS

	Resident		Non-Resident	
GAME FARM PARK	**Half Day***	**Full Day***	**Half Day***	**Full Day***
Single quadrant (max: 25)				
Monday – Friday	$35.00~~$30.00~~	$55.00~~$50.00~~	$45.00~~$40.00~~	$70.00~~$65.00~~
Saturday - Sunday	N/A	N/A	N/A	N/A
Full day				

Mon-Sun (Full Shelter) 1-99	$140.00~~$120.00~~	$220.00~~$200.00~~	$180.00~~$150.00~~	$280.00~~$250.00~~
Mon-Sun (Full Shelter) 100-199	$200.00~~$180.00~~	$340.00~~$300.00~~	$250.00~~$225.00~~	$425.00~~$375.00~~
Mon-Sun (Full Shelter) 200+ (must also rent amphitheater)	N/A	$425.00~~$375.00~~	N/A	$525.00~~$475.00~~
Amphitheater	$80.00~~$75.00~~	$130.00~~$125.00~~	$105.00~~$100.00~~	$180.00~~$175.00~~
ISAAC EVANS PARK	$65.00~~$60.00~~	$110.00~~$100.00~~	$80.00~~$75.00~~	$135.00~~$125.00~~
LEA HILL PARK	$65.00~~$60.00~~	$110.00~~$100.00~~	$80.00~~$75.00~~	$135.00~~$125.00~~
ROEGNER PARK	$65.00~~$60.00~~	$110.00~~$100.00~~	$80.00~~$75.00~~	$135.00~~$125.00~~
GAME FARM WILDERNESS PARK	$65.00~~$60.00~~	$110.00~~$100.00~~	$80.00~~$75.00~~	$135.00~~$125.00~~
LES GOVE PARK	$65.00~~$60.00~~	$110.00~~$100.00~~	$80.00~~$75.00~~	$135.00~~$125.00~~
SUNSET PARK				
Mon-Sun Single Quadrant (max: 25)	$35.00~~$30.00~~	$55.00~~$50.00~~	$45.00~~$40.00~~	$70.00~~$65.00~~
Mon-Sun (Full Shelter) 1-99	$140.00~~$120.00~~	$220.00~~$200.00~~	$180.00~~$150.00~~	$280.00~~$250.00~~
Mon-Sun (Full Shelter) 100-199	$200.00~~$180.00~~	$340.00~~$300.00~~	$250.00~~$225.00~~	$425.00~~$375.00~~
Mon-Sun (Full Shelter) 200+	NA~~NA~~	$425.00~~$375.00~~	NA~~NA~~	$525.00~~$475.00~~

PLAZA PARK *	**Resident Group**	**Non-Resident Group**
Hourly rate	$60.00	$75.00
Full day rate	$360.00	$450.00

* Additional hourly fees may be applied based on event/staffing needs

~~**AUBURN AVE THEATER**~~	~~**Resident**~~	~~**Non-Resident**~~
~~Weekdays Mon-Thur~~	~~$200.00~~	~~$245.00~~
~~Weekend Days (Fri., Sat., and Sun.)~~	~~$300.00~~	~~$370.00~~
~~Rate Schedule considers one day to be an 8 hour block of time.~~		
~~Damage deposit. The terms and conditions for full or partial refund of deposit apply to approval of Check-Out List, including theater, equipment plot restoration.~~	~~$500.00~~	~~$500.00~~
~~**Hourly commercial rate for meetings**~~ ~~2 hour min. for "4-wal" only of lobby, auditorium, and stage~~	~~$45.00/hour~~	~~$55.00/hour~~

~~Equipment not included: Use of any theatrical equipment additional charge~~	~~$100.00/hour~~	~~$100.00/hour~~
~~$1,000,000 excess liability insurance required~~	~~Upon request~~	~~Upon request~~
~~Custodial Fee~~	~~$145.00~~	~~$145.00~~
~~Sound & Light Technician~~	~~$30.00/hour~~	~~$30.00/hour~~
~~Stage Hand~~	~~$20.00/hour~~	~~$20.00/hour~~
~~Theater House Manager~~	~~$30.00/hour~~	~~$30.00/hour~~
~~**Rental Rate Schedule for Commercial Filming**~~	~~**Resident**~~	~~**Non-Resident**~~
~~Permit Fee~~	~~$50.00~~	
~~Still Photography/Training and Industrial Films, etc~~	~~$50.00 per 1/2 day~~	~~$100.00 per day~~
~~Broadcast, Film, TV, Commercial, etc.~~	~~$75.00 per 1/2 day~~	~~$150.00 per day~~
~~Electricity/Water Access, Park Maintenance Staff, Vehicle Access~~	~~Hourly staff cost~~	
~~Damage Deposit~~	~~$100.00~~	
Impact Fees:		
Park Impact Fees	$~~34~~612~~,500~~.00 per residential dwelling unit	

I. MULTIMEDIA DUPLICATION *(Per Resolution No. 3953 and Resolution No. 4552.)*

Product	Cost
DVD Copy	$10.00 per disk
CD Copy	$5.00 per disk

J. INFORMATION SERVICES AND GIS[1] *(Per Resolution No. 4272, Ordinance 6276, Resolution No. 4552, and Resolution No. 4593)*

Much of the City's geographic data is available for sale per the prices below plus Washington State sales tax. A signed public records request form is required. Most public records requests can be completed within seven to ten business days and will be delivered in ESRI Shapefile format without Metadata.

Product	Cost
Maps	
Existing Map	$5.00 + tax
Custom Maps (any non-existing map)	$50.00 per hour[2] + tax
Data	
Digital Data Requests	$50.00 per hour[3] + tax
Miscellaneous	
CD-Rom	$5.00 + tax
All other requests for data or information not specifically listed	$50.00 per hour + tax

[1] Hourly charge to complete any of the below (one hour minimum charge).

[2] Hourly charge includes the cost of processing and providing custom map requests.

[3] Hourly charge includes the cost of processing and providing digital data requests.

K. PROPERTY MANAGEMENT FEES (*per Resolution No. 5388, Resolution No. 5424, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620~~, and~~ Resolution No. 5719 and Resolution No. 5784.*)

COMMERCIAL PARKING LOT FEES

LOT	NON-PROFIT ORGANIZATION (must submit IRS status with application)	OTHER ORGANIZATION
	**$275 minimum flat fee + additional per space / daily fee*	
Lot 1 – Kiss & Ride (21 stalls)	$0 / per space / per day	$2.75 / per space / per day
~~Lot 2 – 11 A St NW (47 stalls)~~	~~$0 / per space / per day~~	~~$2.75 / per space / per day~~
Lot 3 – B St (60 stalls)	$0 / per space / per day	$1.75 / per space / per day
Lot 4 – Safeway (122 stalls)	$0 / per space / per day	$1.75 / per space / per day
Lot 5 – D St (20 stalls)	$0 / per space / per day	$1.25 / per space / per day

Facilities Lease Application Review Fees (excluding applications for City of Auburn owned or leased property that the City solicits for lease or sublease)	$500.00
Sublease/Assignment of Lease	$2,500.00
Small Cell Lease/Sublease Application Review Fee	$1,500.00 or max permissible by law, whichever is less.

L. RETURNED PAYMENT FEE

Any instance where a payment is made and non-sufficient funds or other circumstances exist to settle the transaction, a $35.00 fee shall apply.

M. UTILITY ACCOUNT FEES (*per Resolution No. 5719 and Resolution No. 5784.*)

Convenience shut off	$50.00
Delinquent shut off	$50.00
Late charge	1% per month of outstanding bill or $15.00 minimum, whichever is greater
Unauthorized turn on/off	$100.00
Delinquent meter pull	$200.00
Closing/Final billing	$15.00
New account setup	$25.00
Bill tenant	$25.00
After-hours water turn on/off	$50.00
Escrow estimates	$25.00
Lien Filing Fee	$90.00
~~Meter Damage/Tamper Repair Permit~~	~~$536.00 plus Meter Cost, if applicable~~
~~Unauthorized fire line or water hook up~~	~~$104.00 a day fine from date of discovery~~
~~Refusal of access per day~~	~~$31.00~~

N. WAIVER OF FEES *(Per Resolution No. 5181).*

1. The Mayor is authorized to waive any fees for permits, licenses, publications and actions as authorized by Sections 2.03.030, 5.10.030 and 12.60.020 of the City Code.

2. The Mayor is also authorized to reduce, and is vested with to discretion to reduce in compelling cases, by up to 50% any fees for permits, publications and actions where the applicant – the party responsible for payment of such fees – is an organization exempt from taxation under 26 US 501(c)(3), and where the permit(s), publication(s) and/or action(s) relate directly to the provision of charitable services to residents of the City of Auburn. Charitable services are defined as events or services provided to the residents of Auburn free of charge and where the City is a sponsor of the specific event or service. For the purposes hereof, "compelling cases" mean instances where there is an extraordinary need (greatly beyond current and ordinary need) for the charitable services that would be able to be provided. The intent of this authorization is to empower the Mayor with sole discretion to waive some fees in unique situations where there is a greatly increased need for new charitable services to be provided, and where the reduction of fees to the City will not detrimentally impact the City's ability to provide municipal services. This waiver does not include Impact Fees, System Development Charges, any fees related to Franchise or Public Way Agreements, Right-of-way Vacations, Right-of-Way Use Permits, Facility Extensions, Police Department Fees, Animal Licensing Fees and Penalties, Banner Permit Fees, or Cemetery or Parks fees.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5787 (Krum)

Date:
October 14, 2024

Department:
Community Development

Attachments:
Resolution 5787 - 2025 VRFA Fee Schedule
Exhibit A - 2025 VRFA Fee Schedule

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

Administrative Recommendation:

City Council to adopt Resolution No 5787.

Background for Motion:

Resolution No. 5787 will replace the current Valley Regional Fire Authority Fee Schedule with the revised 2025 VRFA Fee Schedule. The Fee Schedule was revised and adopted by the VRFA Governance Board on August 13, 2024, as part of an annual update process.

Background Summary:

The Valley Regional Fire Authority (VRFA) was established in 2007 under RCW 52.26 as a Fire Authority that serves the cities of Auburn, Algona, and Pacific. As a Fire Authority VRFA operates as a separate Municipal Corporation, with independent taxing authority, and within an independent taxing district.

While VRFA is a separate Fire Authority and is organizationally independent from the City of Auburn, VRFA continues to have a role in reviewing development proposals and conducting inspections during the construction process. Within VRFA it is the Fire Marshal's Office that performs these functions.

While VRFA has taxing authority within its jurisdictional boundary, tax payers do not fund all services offered by VRFA. In some instances there are fees charged to customers who are seeking direct service, e.g. a permit to construct a commercial building. In other words, permit customers pay a substantial portion of the direct service they are seeking, as opposed to the service being subsidized across the taxing district. Stated in yet another way, a residential tax payer who pays a portion of their property taxes to VRFA is generally not providing a significant level of financial contribution to a commercial real estate proposal or a new residential subdivision.

Since the Fire Authority was established in 2007, VRFA has collected fees for reviewing development plans and conducting construction inspections. In Auburn, VRFA fees are collected by the City and distributed to VRFA. This practice was put in place in order to ensure that Auburn could achieve a one-stop permitting shop. Instead of sending customers to a VRFA office to pay fees and apply for separate fire permits, customers can submit, pay

and pick up permits at the City's Permit Center. More times than not, the customer never knows that they are interacting with, and paying, separate governmental entities.

The 2025 VRFA Fee Schedule includes a general increase of fees by 3.5%, consistent with City of Auburn development fee increases.

While VRFA is a separate agency, with a separate Governance Board that has authority to establish its own service fees, the Auburn City Council has a role in endorsing fees that are collected by the City and distributed to other agencies (similar to Council's role in reviewing school district fees and taking action to authorize the collection of these external agency fees). Typically, City Council would provide this endorsement through action of a Resolution, which then enables procedural efforts to occur that facilitate collection of the relevant fees and fee types.

The materials attached to this memo have been prepared by VRFA.

Reviewed by Council Committees:

Councilmember:	Tracy Taylor	**Staff:**	Jason Krum
Meeting Date:	October 21, 2024	Item Number:	RES.B

RESOLUTION NO. 5787

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO THE ENDORSEMENT OF USE OF THE 2025 VALLEY REGIONAL FIRE AUTHORITY FEE SCHEDULE AS ADOPTED BY THE VRFA BOARD OF GOVERNANCE

WHEREAS, the Valley Regional Fire Authority (VRFA) was established in 2007 under the authority of RCW 52.26 and operates as a separate municipal corporation, with independent taxing authority, and within an independent taxing district; and

WHEREAS, VRFA serves the cities of Algona, Auburn, and Pacific and is guided by a Governance Board comprised of elected officials representing each city; and

WHEREAS, the VRFA Governance Board has adopted an updated fee schedule for 2025 that covers a portion of the direct cost of permit review, plan review, and inspection services performed out of the Fire Marshal's office; and

WHEREAS, the City of Auburn collects direct service fees on behalf of VRFA in order to support the concept of a one-stop-shop for development and permitting services; and

WHEREAS, in order to collect direct service fees on behalf of VRFA, the City of Auburn must incorporate VRFA fees into city procedures, city permitting software systems, and city financial systems.

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

Section 1. The Valley Regional Fire Authority Fee Schedule is hereby adopted as set forth in the attached "Exhibit A".

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

Section 3. This Resolution will take effect and be in full force on passage and signatures and on January 1, 2025

Dated and Signed: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Jason Whalen, City Attorney

Valley Regional Fire Authority 2025 Fee Schedule			
Effective January 1, 2025 and will remain in effect unless amended by the VRFA Board of Governance			
	Activity	Fee	
1	Building Department Review (Includes Initial Inspection)		
1.1	Commercial Occupancy Review	35% of Jurisdictional Permit Fee [1]	
1.2	Multi-Family Occupancy Review (R2)	20% of Jurisdictional Permit Fee [1]	
1.3	Other Permit Fees (mechanical, plumbing etc...)	$272.00 [3]	
1.4	Revisions to previously reviewed plans	$272.00 [3]	
1.5	Single Family Occupancy Review (R3)	15% of Jurisdictional Fee [2]	
2	Land Use Reviews		
2.1	Boundary Line Adjustment	$137.00 [3]	
2.2	Civil Reviews (FAC, hydrant placement, fire flow, fire department access, grading)	$272.00 [3]	
2.3	Preliminary Plat and Plat Reviews (subdivisions)	$272.00 [3]	
2.4	Other Permit Fees (miscellaneous, administrative, etc...)	$137.00 [3]	
2.5	SEPA review	$272.00 [3]	
2.6	Short Plat Review	$272.00 [3]	
2.7	Variances	$137.00 [3]	
2.8	Water Availability Reviews	$137.00 [3]	
3	Fire Protection Systems (Includes Plan Review and Initial 2 Inspections) [4]		
	Fire Sprinkler Systems		
3.1	Commercial Fire Sprinkler System	$447.00	+ $0.75 per sprinkler head over 10 heads [3]
3.2	Commercial Fire Sprinkler System with a Fire Pump.	$812.00	+ $0.75 per sprinkler head over 10 heads [4]
3.3	Residential Fire Sprinkler System	$137.00	
3.4	Underground Fire Sprinkler Line (Commercial and Residential) (WAC 51-54A-0105.6.25)	$447.00	per system / building [3]
3.5	Fire Sprinkler Over the Counter Permit (9 heads or less)	$137.00	
	Fire Alarm Systems		
3.6	Commercial Fire Alarm Systems	$447.00	+ $5.00 per device over 5 devices [3]
3.7	Fire Alarm Over the Counter Permit (4 devices or less)	$137.00	
	Spray Booth Installation		
3.8	Spray Booth Installation (MEC or TEN)	$137.00 [3]	
3.9	Spray Booth Fire Protection System	$447.00	+ $0.75 per device over 10 devices [3]
	Other Fire Protection Systems		
3.1	Commercial Kitchen Fire Protection System	$447.00	+ $0.75 per sprinkler head over 10 heads [3]

3.1	Commercial: Other Fire Protection Systems (clean agent, FM200, wet or dry chemical, CO2, foam, mist, inert gas, and other systems)	$447.00	+ $0.75 per sprinkler head over 10 heads [3]
3.1	Emergency Responder Radio Coverage System (DAS)	$447.00	+ $0.75 per device [3]
4	Other Fire Permits (Includes Plan Review and Initial 2 inspections) [4]		
4.1	Battery Systems	$812.00	[3]
4.2	New Business License Review		Included with Fire Benefit Charge
4.3	Compressed Gases	$812.00	[3]
4.4	Cryogenic Fluids	$812.00	[3]
4.6	Flammable and Combustible Liquids (including above ground tanks, below ground tanks, dip tanks, etc…) installation and repair	$812.00	[3]
4.7	Commercial Flammable and Combustible Liquids tank removal	$447.00	[3]
4.8	Hazardous Materials Facility	$812.00	[3]
4.9	Industrial Ovens	$812.00	[3]
4.1	LP Gas Commercial	$812.00	[3]
4.1	LP Gas Residential	$447.00	[3]
4.1	Marijuana Extraction Systems (WAC 105.7.19)	$812.00	[3]
4.1	Commercial Heating Tank Removal	$447.00	[3]
4.1	Residential Home Heating Tank Removal	$137.00	[3]
4.2	Solar Photovoltaic Power Systems, Residential	$137.00	[3]
4.2	Solar Photovoltaic Power Systems, Commercial	$812.00	[3]
4.2	Other Miscellaneous Plan Review not listed	$447.00	[3]
4.2	Working without a permit or ahead of the permit		Double the permit and inspection fee
	Temporary Use Fire Permits (Includes Plan Review and Initial 2 inspections) 4		
4.2	Temporary Use Fire Permit for Special Events (Outdoor Events, Carnivals, Fairs….)	$272.00	[3]
4.2	Fireworks Display Permit	$447.00	[11]
4.2	Fireworks Sales Permit without a tent	$104.00	[3, 10, 11]
4.2	Fireworks Sales Permit with a tent	$272.00	+ $100 [3,10,11]
5	Inspection Fees		
5.1	Initial Inspection		Included in the permit fee
5.2	1st Re-inspection		Included in the permit fee
5.3	2nd Re-inspection	$272.00	for first 2 hours [3]
5.4	Any subsequent (after 2nd) re-inspection	$272.00	for first 2 hours [3]
	Activity		Fee
5.5	After Hours Inspection (Outside of normal business hours)	$206.00	per hour (2 hour minimum) [3,8,9]

5.6	Progressive Inspections (beyond the first 2 inspections)	$137.00	per hour (2 hour minimum) [3]
5.7	Re-inspection (due to a failure to cancel appointment or work not ready for inspection at time of appointment)	$137.00	per hour (2 hour minimum) [3]
6	Pre-Application Fees		
6.1	Pre-Application Fees		Included with Fire Benefit Charge
7	Consultant Fees		
7.1	Use of Outside Consultants for Plan Review and Inspection, and Rapid Access Equipment		Actual Costs
8	Other Fire Authority Fees		
8.1	Fire Ambulance Transport Fee	$1,400.00	
8.2	Fire Ambulance Transport Mileage Fee	$23.00	per mile
8.3	The Compliance Engine Administrative Fee per submittal	$20.00	
	False Alarm Responses (within a calendar year)		
	Preventable Nuisance or Malfunction Alarm - 1st and 2nd violation		No Penalty
	Preventable Nuisance or Malfunction Alarm - 3rd violation	$84.00	
	Preventable Nuisance or Malfunction Alarm - 4 or more violations	$167.00	
	Public Records Requests RCW70.020.010 & WAC 246-08-400 45 CRF 164.524 (c)(4)		
	Description		Rate
	General Records - paper copies		$0.15 per page
	General Records - scanned copies		$0.10 per page + cost of media
	General Records - Electronic Copies		$0.05 per 4 electronic files and $0.10 per gigabyte
	Outsourced copying & scanning		Actual cost + cost of media
	Records mailed or shipped		Actual cost of postage and container
	Video and audio tapes		Actual cost to reproduce
	Medical Incident Reports - HITECH		$6.50 per report
	Medical Incident Reports - Clerical Fee		$28.00 per report
	Medical Incident Reports - paper copies - Pages 1-30		$1.24 per page
	Medical Incident Reports - paper copies - Pages 31+		$0.90 per page
10	OPERATIONAL PERMITS		
All Operational Permits listed in the International Fire Code Section 105.6 are included with the Fire Benefit Charge.			

Explanatory notes:
1. The VRFA establishes its review and inspection fees on a percentage of the permit fee assessed by the authority having jurisdiction. Using a percentage of the jurisdictional fee as the basis of VRFA fees eliminates the need to adjust the VRFA fee schedule every time a jurisdictional fee changes.

2. The fee only applies to single family occupancies that require fire protection systems.

3. Hourly rate is based on the direct costs of VRFA staff time, salary, benefits, overhead, administrative costs, and resources.

resources.

4. Includes plan review and first two inspections.

5. Preventable nuisance and malfunction false alarms exist to reduce unwarranted calls that remove emergency apparatus from service. Though there is no penalty for 1st and 2nd violations, it provides the opportunity for the VRFA to educate owners about any mechanical problems within a system that may not be the fault of occupancy tenants. It further grants the opportunity for repair technicians to correct any deficiencies that may exist. Subsequent false alarms incur a penalty in an attempt to encourage needed repairs of the associated systems.

6. The VRFA Fire Marshal is authorized to reduce any fees for permits. In compelling cases where the applicant - the party responsible for payment of such fees - is an organization exempt from taxation under 26 USC 501(c)(3), and where the permit relates directly to the provision of charitable services to residences of the VRFA service area, the VRFA Fire Marshal is vested with discretion to reduce any fees for permits, publications, and actions by up to 50%.

7. Permits that are not completed and no project improvements are made can, in writing, ask for the inspection fees to be refunded.

8. The VRFA will attempt to accommodate a client's requests for inspections outside of normal working hours. If there is not an inspector available, the request may be denied. If a client requests such inspection and the inspection cannot be completed for any of the reasons outlined above, the Department shall retain the minimum inspection fee and is authorized to deny any future requests. A 24 hour notice for cancellations is required for refund of fees.

9. After hour inspection fees are charged when an inspection is performed outside of normal work hours at the client's request.

10. Fees in accordance to RCW 70.77.555

11. If an inspection for a fireworks display/firework sales permit is scheduled outside of normal VRFA hours for the Fire Marshal's Office, it will be billed at a two hour minimum in accordance with line 5.5 in this fee schedule.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5788 (Whalen)

Date:
October 16, 2024

Department:
City Attorney

Attachments:
Resolution No. 5788
Agreement

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

Administrative Recommendation:

City Council to adopt Resolution No. 5788.

Background for Motion:

This is the location of the Auburn Resource Center, the Auburn Food Bank, the Ray of Hope Day Shelter, the Sundown Night Shelter, and the We Care Daily Clinic. Purchasing the property rather than continuing to lease it, will protect and ensure that these critical operations continue serving those most vulnerable in our community.

Background Summary:

On January 31, 2020, the City of Auburn entered into a lease with Feenix Parkside. The lease is a 5-year initial term with (3) consecutive 5-year option terms, totaling 20 years.

This location is the home of the Auburn Resource Center, the Auburn Food Bank, the Ray of Hope Day Shelter, the Sundown Night Shelter and the We Care Daily Clinic. Each of these organizations operates out of this location on account of the City's lease.

Per the stipulations of the lease, on March 1, 2024, the City issued to Feenix Parkside its Exercise Option Interest Notice, expressing the City's interest in exercising the 1st of three available option terms. On April 10, 2024 Feenix, through its property management contractor issued to the City its Option Rent Notice proposing a base rent of $18 per square foot for the upcoming Option Term. This increase is a 26.4% increase over the City's current $13.25 per square foot base rent.

Starting at the $18 per foot and factoring historical 2.5% annual increases to the base rent, future option base rent increases of 20% and utilizing historical increases of 1% to the triple net expenses (for ease of explanation, the triple net expenses are in addition to the $18/ft base rent, but still considered part of the total rent owed), over the remaining 15 years of the lease, the City could expect to spend nearly $12M.

In June of 2024, the City commissioned SH&H Valuation and Consulting to perform an update to their July 25, 2023 appraisal of the property. The July 3, 2024, update returned a $6,130,000 valuation.

Under the threat of condemnation, Feenix Parkside has agreed to sell the property to the City for the $6.13M appraised value if the City also pays all closing costs (including those costs typically paid by the Seller). Because acquiring property under the threat of condemnation allows for the waiver of certain excise tax fees, the City estimates the total closing costs to be less than $100,000.

Assuming a total acquisition cost (purchase price plus closing costs) of $6.2M and given the projected rent expenses, by the end of lease year 10, the City will have spent more than the $6.2M dollars acquisition cost of today. By the end of the 15 years remaining on the lease, the City will have spent nearly twice as much in total rent ($12M rounded) than the $6.2M acquisition cost of today. Equally important, a purchase of the property will ensure the sustainability of the programs and services being offered through the Resource Center, the Auburn Food Bank, and We Care Daily Clinic.

Reviewed by Council Committees:

Councilmember:	Yolanda Trout-Manuel	**Staff:**	Jason Whalen
Meeting Date:	October 21, 2024	Item Number:	RES.C

RESOLUTION NO. 5788

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PURCHASE AND SALE AGREEMENT FOR COMMERCIAL PROPERTY OWNED BY FEENIX PARKSIDE LLC LOCATED AT 2802 – 2826 AUBURN WAY NORTH

WHEREAS, the City leases a portion of the 2802 – 2826 Auburn Way North ("Property") from Feenix Parkside LLC; and

WHEREAS, the City operates a Community Court and a "Resource Center" at the Property for those in the Auburn Community experiencing, or on the verge of experiencing homelessness, including providing space for both a Day and Night Shelter, and a Warming and Cooling Center. The City also subleases and licenses portions of its leasehold to various service providers, including the Auburn Food Bank, that provide critical services to the most vulnerable populations of the Auburn Community; and

WHEREAS, the City's lease has only a specific number of years remaining on its term; and

WHEREAS, the City believes that purchasing the Property as a way to protect the location and operations of those services and the service providers providing those services, is in the best financial, health, and service interest of the public; and

WHEREAS, Under the threat of condemnation, Feenix Parkside LLC has agreed to sell the Property to the City under those terms and conditions described in the attached Purchase and Sale Agreement; and

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

Section 1. The Mayor is (i) authorized to execute the purchase and sales agreement attached as Exhibit A (the "Agreement"), and any future amendments to the Agreement, as appropriate, so long as those amendments do not increase the purchase price of the Property; and (ii) to execute all necessary documents to complete the closing of the purchase transaction to acquire the Property consistent with the terms and conditions of the Agreement.

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

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

Dated and Signed: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Jason Whalen, City Attorney

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of the _____ day of _____, 2024 ("Effective Date"), by and between the **City of Auburn**, a Washington municipal corporation ("City" or "Buyer"), and **Feenix Parkside LLC**, a Washington Limited Liability Company ("Seller"). Seller and Buyer are collectively referred to as the "Parties."

RECITALS

A. Seller owns certain real property located at 2802 – 2826 Auburn Way North, Auburn, Washington 98002, also known as King County Parcel No. 000100-0098 (the "Subject Property"), legally described in attached **Exhibit A**.

B. The Parties entered into a lease agreement dated as of January 31, 2020 (the "Lease Agreement") whereby the City began operating a Resource Center in a portion of the Subject Property.

C. The Lease Agreement sets forth timeframes where the City and Feenix are to renegotiate rent and other terms in exchange for exercising term extension options.

D. Rather than extend the existing Lease Agreement, the City desires to buy the Subject Property and continue its Resource Center operations. The City has previously notified the Seller in writing of its intent to exercise its power of eminent domain to acquire the Subject Property and the Seller agrees to sell the Subject Property under threat of eminent domain (sale as an involuntary conversion under Section 1033 of the Internal Revenue Code) under the following terms and conditions.

E. This Agreement shall be approved through the ratification of Resolution 5788 by the Auburn City Council, a copy of which shall be attached hereto as **Exhibit B** upon approval.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which the Parties mutually acknowledge, Buyer and Seller agree as follows:

1. <u>Certain Defined Terms</u>. For purposes of this Agreement, the following capitalized terms in this Agreement will have the following definitions:

1.1 "Closing" or "Close of Escrow" means the recordation of the Deed in the Official Records and Seller's receipt of the Purchase Price.

1.2 "Closing Date" means December 31, 2024, or a date sooner or later, as agreed to by both Buyer and Seller.

1.3 "Deposit" means an amount of one hundred sixty-two thousand dollars ($162,000), plus any other amounts designated as a Deposit in this Agreement.

1.4 "Escrow" means the escrow opened with Escrow Agent for the consummation of the transaction described in this Agreement.

1.5 "Escrow Agent" means Stewart Title Guaranty Company – Commercial Services, located at: 1420 5th Avenue. Suite 440, Seattle, WA 98101. 206.770.8849

1.6 "Official Records" means the official real property records of King County, Washington.

1.7 "Permitted Exceptions" has the meaning as set forth in Section 6.1 below.

1.8 "Purchase Price" has the meaning as set forth in Section 3.

1.9 "Title Company" means Stewart Title Company.

1.10 "Title Policy" means the then-current Buyer-purchased standard coverage ALTA owner's policy of title insurance issued by the Title Company to Buyer with coverage in the amount of the Purchase Price, showing title to the Subject Property vested in Buyer subject only to the Permitted Exceptions.

2. Purchase and Sale. Buyer agrees to buy, and Seller agrees to sell, all Seller's rights, title and interest in the real property legally described in **Exhibit A** (Subject Property) on the terms and conditions set forth in this Agreement.

3. Purchase Price; Cash Payment. The Purchase Price is **Six Million One Hundred Thirty Thousand and 00/100 Dollars ($6,130,000.00)**, which will be payable in full at Closing. The Deposit will be applied to the Purchase Price due at Closing. The Purchase Price payment by Buyer will be via wire transfer of collected federal funds.

4. Earnest Money Deposit. On execution of this Agreement, Buyer will deposit with Escrow Agent **One Hundred Sixty-Two Thousand Dollars and 00/100 Dollars ($162,000.00)** in cash (the "Deposit"), which the Escrow Agent will hold as an earnest money deposit for this transaction. The Deposit will be held in Escrow and applied or disposed of by the Escrow Agent based on the terms of this Agreement. The Deposit will not be refunded and will become property of Seller upon waiver of Buyer's Diligence & Review Period.

5. Diligence & Review. Subject to the right of entry requirements detailed in Section 7 below, Buyer shall have the right for a period of **forty-five (45) days** from the Effective

Date of this Agreement (the "Diligence & Review Period") to conduct due diligence, feasibility, review, examination, tests, and inspection of all matters pertaining to the acquisition and operation of the Subject Property as Buyer deems necessary or appropriate ("Due Diligence"). Except as provided in Section 7, Buyer is granted the ability to conduct diligence, feasibility, review, examination, testing and inspections without the requirement of approval from the Seller or any of Seller's tenants. However, Buyer will endeavor to provide Seller and tenants of the Subject Property with no less than 48-hours advance notice of any such diligence, feasibility, review, examination, testing and inspections when such endeavors will likely have a physical or operational impact on Seller or tenants' business operations. Buyer further endeavors to take reasonable measures to mitigate interruptions to tenants' business operations or their rights of quiet enjoyment.

Seller within 10 days of the Effective Date, shall also provide Buyer or make available for Buyer's review all materials that exist and that are in Seller's actual possession or reasonable control including but not limited to:

(a) All surveys, plats or plans relating to the Subject Property; (if any)

(b) All warranties and guarantees affecting any portion of the Subject Property; (if any);

(c) Notice of any existing litigation affecting or relating to the Subject Property and any copies of any pleadings concerning any litigation;

(d) Any documentation of known environmental hazards affecting or potentially affecting the Subject Property;

(e) Copies of all Permits held by Seller, or any agent of the Seller, in connection with its ownership of the Subject Property;

(f) Copies of all final, written environmental assessment reports concerning the Real Property performed by or for the Seller in connection with its ownership of the Subject Property which Seller, or any agent of the Seller, may possess; and

(g) Copies of all vendor and supplier service contracts in connection with the Subject Property ("Operational Contracts"), all existing tenant Leases, and a current Rent Roll, as well as access to Seller's property manager for Buyer's review of financial records relating to Seller's ownership of the Subject Property for the past five (5) years ("Operational Accounting Records").

If, based upon Buyer's review of any such diligence, feasibility, examination, testing, and/or inspection, including the, Operational Contracts, Leases, Rent Roll and the Operational Accounting Records described in this Section 5 or Section 8 below, Buyer determines in its sole discretion that it intends not to acquire the Subject Property, then Buyer shall promptly notify Seller of such determination in writing prior to the expiration of the Diligence & Review Period. In the event that Buyer fails to deliver such notice to Seller on or before the expiration of the Diligence & Review Period, Buyer will be deemed to be satisfied and to have waived its right to terminate this Agreement pursuant to this

subsection. If Buyer advises Seller in writing on or before the expiration of the Diligence & Review Period of its dissatisfaction based on its Due Diligence review, then this Agreement automatically terminates, the Parties' rights under this Agreement shall be of no further force or effect and the Deposit will be returned to Buyer.

6. **Title Policy**. Promptly after mutual execution of this Agreement, Escrow Agent will obtain and deliver to Buyer, Seller, and the Parties' respective counsel, a standard coverage preliminary title insurance commitment covering the Subject Property from the Title Company (the "Commitment"), together with copies of all title exceptions. Approval by Buyer of the exceptions to title set forth in the Commitment (other than as hereinafter set forth) will be a condition precedent to Buyer's obligation to purchase the Subject Property. Unless Buyer gives written notice that it disapproves the exceptions to title shown on the Commitment (other than the exceptions to title approved by Buyer and described in Section 6.1 below), stating the exceptions so disapproved, within fourteen (14) calendar days after the date of delivery of the Commitment to Buyer, Buyer will be deemed to have approved such exceptions. If Buyer disapproves any title exceptions, Seller will have a ten (10) calendar day period after its receipt of Buyer's written notice of disapproval of the same within which to provide written notice to Buyer as to which of such disapproved title exceptions Seller will remove (or cause to be removed) from title; provided, however, that Seller will not be required to actually remove such exception(s) until Closing. If, for any reason, Seller's notice given pursuant to the immediately preceding sentence does not covenant to remove all of Buyer's disapproved title exceptions at or prior to Closing, Buyer has the right to terminate this Agreement by written notice to Seller and Escrow Agent given within ten (10) calendar days after the earlier of the expiration of such ten (10) calendar day period or the date Seller informs Buyer that it does not intend to remove the disapproved items (the "Termination Notice"). Buyer's failure to deliver the Termination Notice within such ten (10) day period will be deemed Buyer's approval of any such previously disapproved title exception. If Buyer delivers the Termination Notice within such ten (10) day period, the obligation of Seller to sell, and Buyer to buy, the Subject Property will terminate and Escrow Agent shall promptly return Buyer's Deposit.

6.1 **Permitted Exceptions**. In addition to such other exceptions to title as may be approved by Buyer pursuant to the provisions of Section 6 above, Buyer shall accept title to the Subject Property subject to the following (collectively, the "Permitted Exceptions"): (i) the printed exceptions which appear in the then current ALTA form standard coverage owner's policy of title insurance issued by Title Company in the State of Washington; (ii) all non-delinquent property taxes and assessments, (iii) the rights of the tenants under the Leases (excluding therefrom any rights or option to purchase all of any part of the Property), and (iv) all matters created by or on behalf of Buyer.

7. **Buyer's Right of Entry**. Buyer, and its agents and consultants, at Buyer's sole expense and risk, may enter the Subject Property during the term of this Agreement for the purpose of Buyer's Diligence & Review of the Subject Property. Buyer warrants that it will (a) exercise care at all times on or about the Subject Property, (b) take necessary

precautions for the prevention of injury to persons or damage to property on or about the Subject Property and (c) comply with any advance notice requirements in any leases by tenants of the Subject Property. Any physical alteration of the Subject Property in connection with Buyer's Due Diligence shall be restored by Buyer so that the Subject Property and improvements are in substantially the same condition they were in prior to inspection, at Buyer's sole expense. Buyer indemnifies and holds harmless Seller against any loss, damage, or claim including attorneys' and experts' fees, and court costs, resulting from Buyer's presence on Subject Property, inspections and tests in connection with Buyer's Due Diligence. This indemnity shall survive the Closing or any termination of this Agreement. Buyer is not Seller's agent in connection with such activities and has no authority to allow any liens to encumber the Subject Property. Buyer shall keep the Subject Property free from all mechanics', materialmen and other liens, and all claims, arising from any work or labor done, services performed, or materials and supplies furnished in with Buyer's actions in the exercise of its right of entry on the Subject Property and Buyer will maintain all insurance as required by Seller with respect to activities on the Subject Property. All of Buyer's representatives who visit the Subject Property must have required insurance coverage and provide 48 hours of notice as required under this Agreement.

Buyer shall not perform any invasive testing beyond a Phase I Assessment and a Regulated Building Materials (or similar) Survey or contact the tenants or property management personnel without obtaining Seller's prior written consent, which may not be unreasonably withheld.

8. Contracts, Leases, Rent Roll & Operational Accounting Records.

8.1 **Delivery and Review**. Within 10 calendar days following the Effective Date, Seller shall provide complete copies (including amendments, addenda, or other modifications) of all management, maintenance and security contracts ("Operational Contracts"), all Leases, Licenses, Use Agreements, or other such Agreements related to the use or occupancy of the Subject Property (individually and/or collectively referred to as the "Lease(s)") together with current accounting record(s) certified by Seller's manager or CPA to be true and correct of all rent deposits, collected, delinquent, and pre-paid rents (individually and/or collectively referred to as the "Rent Roll"), and all accounting records related to the management, collection and expenditures of maintenance, maintenance contracts, management and security contracts, insurance, taxes, utilities, reserves and any other items related to the ownership and operations of the Subject Property paid by Seller but collected from tenants through what is commonly referred to in the industry as "triple nets". Individually and/or collectively the accounting records related to the collection and expenditures of the Subject Property's triple nets are herein referred to as the "Operational Accounting Records". Review of these items shall be done as part of and subject to the Diligence & Review Period described in Section 5 above.

8.2 **Seller Estoppel.** Seller represents to Buyer that the Lease Agreement with the Buyer, and that (i) all of the currently existing obligations of tenants under other leases for

of the Subject Property (collectively the "Existing Leases") are all current as of the Effective Date; (ii) all of the currently existing obligations of Seller under the Existing Leases have been duly performed and completed; (iii) all improvements or repairs required under the terms of the Existing Leases to be made by Seller have been satisfactorily completed or are in process to be completed before the Closing; (iv) all allowances and other payments due to Subject Property tenants by Seller under the terms of the Existing Leases have been paid in full; and (v) Seller represents that tenants have no offsets, claims, counterclaims or defenses against the enforcement of the Existing Leases by Seller, and no events have occurred that could give rise to an offset, claim, counterclaim, or defense against enforcement of the Existing Leases by Seller.

8.3 **Intentionally Deleted**.

9. Closing.

9.1 Time for Closing. This purchase and sale will be closed in the office of Escrow Agent on the Closing Date. Buyer and Seller will place in Escrow with Escrow Agent all instruments, documents, and funds in U.S. Dollars necessary to complete the purchase and sale under this Agreement. Funds held in Escrow pursuant to Escrow instructions will be deemed, for purposes of this definition, as available for disbursement to Seller. Neither party needs to be physically present at the Closing.

9.2 **Closing Costs**.

9.2.1 **Seller's Costs**. Associated with the sale and conveyance of the Subject Property, Seller will pay: (a) Seller's own legal fees and fees of its own consultant, including but not limited to real estate broker commissions owed in connection with this Agreement, if any; (b) Seller's share of prorations not otherwise described in Sections 9.2.1 – 9.2.6, including but not limited to utilities, assumed service, management and/or maintenance contracts, etc.

9.2.2 **Buyer's Costs**. Associated with the sale and conveyance of the Subject Property, Buyer will pay; (a) the full Escrow fees and cost, (b) the full costs and fees for the title insurance policy issued to Buyer, together with applicable taxes, cost of all endorsements, and/or extended coverage Buyer may require or request, (c) the recording fees for the Deed, (d) any and all excise taxes resulting from the sale, unless otherwise exempt under the provisions of WAC 458-61A-206, (e) sales tax due on any personal property conveyed to Buyer, if any, (f) Buyer's legal, consultant fees and all costs related to its Due Diligence, and (g) Buyer's share of prorations not otherwise described in Sections 9.2.1 – 9.2.6.

9.2.3 Other Costs. All other costs and expenses will be charged according to local industry customs.

9.2.4 Real Property Taxation. Seller will be responsible for the prorated real property taxes due and owing prior to the Closing Date.

9.2.5 Pro-Ration of Rents. Rents shall be prorated as of the Closing Date. Any refundable deposits and/or prepaid rents shall be transferred to Buyer at Closing.

9.2.6 Triple Net monies collected from tenants. Seller shall transfer to Buyer any unspent triple net monies collected from tenants.

9.3 Closing Documents.

9.3.1 Seller's Documents. At Closing, Seller will deliver to Escrow Agent the following instruments and documents:

a. An executed and acknowledged Special Warranty Deed ("Deed") subject to all Permitted Exceptions.
b. The executed real estate excise tax affidavit to accompany the Deed; and
c. An executed nonforeign person affidavit in the form required under Section 1445 of the Internal Revenue Code.
d. A certified Rent Roll and Operational Accounting Documents dated as of the Closing Date.
e. A bill of sale for any personal property conveyed to Buyer, if any.

9.3.2 Buyer's Documents. At or before Closing, Buyer shall deliver to Escrow Agent the following funds, instruments and documents:

a. The balance of the Purchase Price in accordance with Section 3;
b. An executed real estate excise tax affidavit; and
c. A copy of the Resolution by the Auburn City Council approving the purchase of the Subject Property, a copy of which will be appended as **Exhibit B** hereto.

10. Possession. Buyer will be entitled to possession of the Subject Property, subject to all tenancies disclosed to Buyer as provided in paragraph 8 and other Permitted Exceptions to title, upon Closing.

11. Representations and Warranties.

11.1 Seller's Representations and Warranties. In addition to any other representations or warranties to City elsewhere in this Agreement, Seller represents and warrants to Buyer that:

11.1.1 Authority. Seller has full power and authority to execute this Agreement and perform Seller's obligations and all necessary action to authorize this transaction has been taken, except as specifically provided herein.

11.1.2 Hazardous Substances. Seller has not received notification of any kind from any governmental agency suggesting that the Subject Property is or may be targeted for a Hazardous Substances cleanup; to Seller's Knowledge the Subject Property has not been used (a) for the storage, disposal or discharge of oil, solvents, fuel, chemicals or any type of toxic, dangerous, hazardous or biological waste or substance (collectively, "Hazardous Substances"), or (b) as a landfill or waste disposal site; to Seller's Knowledge the Subject Property has not been contaminated with any Hazardous Substances; and (c) to Seller's Knowledge, there are no underground storage tanks on the Subject Property. Buyer agrees to waive Seller's Disclosure Statement under RCW 64.06.010 with the exception of item 6 "Environmental" under RCW 64.06.013 which Seller shall deliver to Buyer within five (5) business days following execution of this Agreement. A Seller completed copy of the Environmental Section of Seller's Disclosure Statement is attached as **Exhibit C** for reference.

Notwithstanding the foregoing, based on the age of the improvements located on the Subject Property, Buyer should presume the presence of asbestos and lead-based paint.

As used in this Agreement, the phrase "to Seller's knowledge" or words of similar import shall mean the actual present knowledge of Benson Liu and of the Seller's Property Manager, Jonny Sloan, about the matters so stated, without investigation of any kind or nature and expressly excludes imputed knowledge.

If after the opening of Escrow either party comes to have actual knowledge of a fact or circumstance which would render a representation or warranty by Seller herein inaccurate in any material respect, that party shall promptly advise the other party thereof in writing. Buyer shall have, as its sole and exclusive remedy, the option, exercisable by the later of (a) the end of Diligence & Review Period or (b) five (5) business days after such notice is given, to either (i) terminate this Agreement and receive a return of the Deposit or (ii) to waive such inaccuracy in writing, in which latter event it shall be deemed to have waived all claims and causes of action against Seller related thereto.

EXCEPT AS MODIFIED PURSUANT TO THE PRECEDING PARAGRAPH, SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN WILL EXPRESSLY SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT, WILL NOT BE MERGED INTO THE CLOSING DOCUMENTS, AND WILL BE DEEMED INCORPORATED INTO THE DEED. TO MAKE ANY CLAIM BASED ON SELLER'S BREACH OF ANY OF THESE WARRANTIES OR REPRESENTATIONS, BUYER SHALL GIVE NOTICE OF SUCH BREACH TO SELLER WITHIN ONE YEAR AFTER THE DATE OF RECORDING OF THE DEED. SELLER SHALL ACCEPT AND PERFORM AS REQUESTED BY BUYER IN SAID NOTICE OR REJECT THE CLAIM

IN WRITING WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THE NOTICE FROM BUYER. IF SELLER REJECTS SUCH CLAIM, BUYER SHALL BRING AN ACTION AGAINST SELLER FOR SUCH BREACH WITHIN FORTY-FIVE (45) DAYS AFTER BUYER RECEIVES SELLER'S WRITTEN REJECTION. IF BUYER DOES NOT GIVE WRITTEN NOTICE OF SUCH A CLAIM WITHIN SAID ONE-YEAR PERIOD OR BRING AN ACTION WITHIN SAID 45-DAY PERIOD, THEN BUYER'S RIGHT TO MAKE CLAIM BASED ON BREACH OF SELLER'S REPRESENTATIONS AND WARRANTIES WILL BE TERMINATED.

kml
BVL

Buyer's Initials

Seller's Initials

11.1.3 Buyer's Representations and Warranties. In addition to any other representations and warranties of Buyer elsewhere in this Agreement, Buyer represents and warrants to Seller now, and as of the Date of Closing, that (i) Buyer has full power to execute, deliver and carry out the terms and provisions of this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; (ii) has full power to condemn the Subject Property and will do so if Seller does not accept and agree to this Agreement and (iii) the individual executing this Agreement on behalf of Buyer has the authority to bind Buyer to the terms and conditions of this Agreement.

11.1.4 "As is" condition of Subject Property. OTHER THAN THE MATTERS REPRESENTED IN SECTION 11 HEREOF OR THE DOCUMENTS MADE AVAILABLE BY SELLER PURSUANT TO SECTION 5, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY OF SELLER'S AGENTS OR REPRESENTATIVES. SELLER SPECIFICALLY DISCLAIMS ANY REPRESENTATION, WARRANTY OR ASSURANCE WHATSOEVER TO BUYER AND NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EITHER EXPRESS OR IMPLIED, MAY BE RELIED UPON BY BUYER WITH RESPECT TO THE STATUS OF TITLE TO OR THE MAINTENANCE, REPAIR, CONDITION, DESIGN OR MARKETABILITY OF ANY PORTION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (d) THE FINANCIAL CONDITION OR PROSPECTS OF THE PROPERTY AND (e) THE COMPLIANCE OR LACK THEREOF OF THE REAL PROPERTY OR THE IMPROVEMENTS WITH GOVERNMENTAL REGULATIONS, IT BEING THE EXPRESS INTENTION OF SELLER AND BUYER THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DOCUMENTS MADE AVAILABLE BY SELLER PURSUANT TO SECTION 5, THE PROPERTY WILL BE CONVEYED AND TRANSFERRED TO BUYER IN ITS PRESENT CONDITION AND

STATE OF REPAIR, "AS IS" AND "WHERE IS", WITH ALL FAULTS. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BUYER OF REAL ESTATE, AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS IN PURCHASING THE PROPERTY. DURING THE INSPECTION PERIOD, BUYER WILL CONDUCT SUCH INDEPENDENT INSPECTIONS OF THE PROPERTY AND RELATED MATTERS AS BUYER DEEMS NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY UPON SAME AND NOT UPON ANY STATEMENTS OF SELLER (EXCLUDING THE MATTERS REPRESENTED BY SELLER IN SECTION 11 HEREOF OR THE DOCUMENTS MADE AVAILABLE BY SELLER PURSUANT TO SECTION 5) OR OF ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT OR ATTORNEY OF SELLER. BUYER ACKNOWLEDGES THAT ALL INFORMATION OBTAINED OR THAT WILL BE OBTAINED BY BUYER WAS OR WILL BE OBTAINED FROM A VARIETY OF SOURCES AND SELLER WILL NOT BE DEEMED TO HAVE REPRESENTED OR WARRANTED THE COMPLETENESS, TRUTH OR ACCURACY OF ANY OF THE DOCUMENTS OR OTHER SUCH INFORMATION HERETOFORE OR HEREAFTER FURNISHED TO BUYER THAT WAS CREATED, PREPARED, COMPILED, OR AUTHORED BY ANY PERSON OR ENTITY OTHER THAN SELLER OR ANY OF ITS AGENTS OR AFFILIATES. EXCEPT AS MAY BE EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR THE DOCUMENTS MADE AVAILABLE BY SELLER PURSUANT TO SECTION 5, UPON CLOSING, BUYER WILL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND SELLER WILL SELL AND CONVEY TO BUYER, AND BUYER WILL ACCEPT THE PROPERTY, "AS IS, WHERE IS," WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN. BUYER, WITH BUYER'S COUNSEL, HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS AGREEMENT, AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. BUYER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE AN INTEGRAL PART OF THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS SECTION 11.1.4 WILL EXPRESSLY SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT, WILL NOT BE MERGED INTO THE CLOSING DOCUMENTS AND WILL BE DEEMED INCORPORATED INTO THE DEED.

12. <u>Maintenance of Subject Property; Risk of Loss, Condemnation</u>.

12.1 Maintenance of Subject Property. From the date of this Agreement until the Closing Date (or any earlier termination of this Agreement), Seller agrees to maintain the Subject Property in substantially the same condition existing as of the Effective Date, ordinary wear and tear accepted.

12.1.1 Prior to execution of this Agreement, the parties have identified the need to make certain repairs to plumbing to the improvements on the Subject Property which are identified in an estimate for repairs to be made by Pinky's Plumbing Quote #q15062 (the "Bid"), which is attached hereto as Exhibit D. Buyer and Seller agree that Seller shall engage Pinky's Plumbing, LLC to make the repairs necessary in connection with the Bid, with Buyer and Seller sharing the expense equally up to $10,000 each. In the event the necessary repairs exceed $20,000, Seller shall be responsible for $10,000 of said expense with Buyer paying the balance of the cost of such repairs. Buyer agrees that if any post-repair issues in connection to said repairs arise, that it shall hold Seller harmless and seek redress from Pinky's Plumbing, LLC. Seller agrees that any warranties arising from said repairs shall be assigned to the Buyer at Closing without need for further assignment documentation. This provision shall survive Closing and be enforceable by both parties.

12.2 Risk of Loss; Condemnation. Risk of loss of or damage to the improvements on the Subject Property will be borne by Seller at all times until the Closing Date and no event of casualty or damage shall affect the parties' obligations under the Agreement or the Purchase Price. However, in the case of casualty occurring after the Effective Date, Buyer will have the right to receive any insurance proceeds due Seller in connection with any casualty or damage and Seller covenants to maintain commercially reasonable casualty insurance in place with respect to the Subject Property at all times prior to Closing. Seller or Buyer shall promptly notify Buyer or Seller of any condemnation or eminent domain proceeding which affects or may affect the Subject Property. In the event of any condemnation or eminent domain proceeding by any entity other than City, or a deed in lieu of or under threat thereof, which affects a material portion of the Subject Property, Buyer may elect either to terminate this Agreement, or to purchase the Subject Property in the condition existing on the Closing Date without adjustment of the Purchase Price.

13. Default.

13.1 Time of Essence. Time is of the essence for this Agreement.

13.2 Seller's Election of Remedies. Should Buyer default under this Agreement, Seller may, at its sole and exclusive remedy, terminate this Agreement and keep that portion of the Deposit that does not exceed five percent (5%) of the Purchase Price as liquidated damages as the sole and exclusive remedy. Buyer and Seller agree that retention of the Deposit by Seller as outlined above, represents a reasonable estimation of damages in the event of Buyer's default, as actual damages would be difficult to ascertain, and further that this provision does not constitute a penalty. In this respect, Buyer and Seller acknowledge

that these damages have been specifically negotiated between Buyer and Seller and are, inter alia, to compensate Seller for delaying the eventual sale of the Subject Property and to compensate Seller or its costs and expenses associated with this Agreement.

13.3 Buyer's Remedies for Seller's Default. If Seller fails to complete the sale of the Subject Property in accordance with this Agreement, Buyer's remedy will be to terminate this Agreement or to seek specific performance.

14. Notices. All notices, demands and other communications required or permitted to be given shall be in writing and shall be sent by personal delivery (including by means of professional messenger or courier service) or registered or certified mail, postage-prepaid, return-receipt requested, or by electronic mail (email) at the addresses provided. Notice shall be deemed to have been given if personally delivered or sent by electronic mail (email), upon receipt, if sent by mail, two (2) days after duly placed in the U.S. Mail to all of the addresses designated for such party.

The Parties' respective addresses for notices are as follows:

TO THE CITY	TO SELLER
City of Auburn – Real Estate Division Attn: Josh Arndt 25 West Main Auburn, WA 98001 253.288.4325 Jarndt@auburnwa.gov With copies to: City of Auburn – Legal Department Attn: Jason Whalen 25 West Main St Auburn, WA 98001 253.804.5026 JWhalen@auburnwa.gov	Feenix Parkside LLC Attn: Benson W. Liu 3020 Issaquah Pine Lake Rd., #521 Sammamish, WA 98075 (425) 391-2445 bwliu@comcast.net With copies to: George S. Treperinas 701 Fifth Avenue, Suite 3300 Seattle, WA 98104 206.224.8053 gtreperinas@karrtuttle.com

Notice of change of address shall be given by written notice in the manner detailed in this Section.

15. General.

15.1. Entire Agreement. This is the entire Agreement (including the attached Exhibits) of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. This Agreement may only be modified or amended in writing, signed by Buyer and Seller. Any waivers must be in writing. No

waiver of any right or remedy in the event of default will constitute a waiver of such right or remedy in the event of any subsequent default. Venue for disputes under this Agreement is the Superior Court of King County, Washington.

15.2 Choice of Law. This Agreement will be governed by the laws of the State of Washington.

15.3 No Third-Party Beneficiaries/Severability. This Agreement is for the benefit only of the Parties and shall inure to the benefit of and bind the heirs, personal representatives, successors and permitted assigns of the parties. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.4 Survival of Rights, Duties, and Obligations. The Parties' rights, duties, covenants, and obligations shall survive Closing and the expiration or earlier termination of this Agreement.

15.5 Intentionally Deleted.

15.6 Signing Authority. Each of the Parties represents and warrants that the individual signing this Agreement on its behalf is duly authorized to enter into this Agreement and to execute and legally bind such Party to it. The City of Auburn's signing authority is subject to Section 15.12.

15.7 Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party is entitled to recover from the other party such sum as the Court may adjudge reasonable as attorneys' fees, including fees incurred at trial, on any appeal and in any petition for review.

15.8 Exclusivity. During the term of this Agreement, Seller will not market nor list the Subject Property for sale, nor accept any offers from third parties with respect to the sale of the Subject Property.

15.9 Information Transfer. In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller's written request copies of all materials received from Seller and any non-privileged plans, studies, reports, inspections, appraisals, surveys, drawings, permits, applications or other development work product relating to the Property in Buyer's possession or control as of the date this Agreement is terminated.

15.10 Reservation of Police Power. Notwithstanding anything to the contrary set forth in this Agreement, Buyer understands and acknowledges that City's authority to

exercise its police (regulatory) powers in accordance with applicable law shall not be deemed limited by the provisions of this Agreement.

15.11 Counterparts. This Agreement and any amendments that may come to exist, may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts collectively constitute a single instrument.

15.12 Approval by Auburn City Council. The Parties acknowledge and agree that this Agreement is subject to and contingent upon the approval and ratification of the Auburn City Council.

15.12 No Broker. No broker, finder, agent or similar intermediary has acted for or on behalf of the Buyer. Any broker, finder, agent or similar intermediary acting for or on behalf of the Seller, if any, shall be paid from Seller's proceeds in accordance with Section 9.2.1 above.

15.13 Assignment. Buyer's rights and obligations under this Agreement are not assignable without the prior written consent of Seller, which shall not be withheld unreasonably; provided, however, Buyer may assign this Agreement without the consent of Seller, but with notice to Seller, to any entity under common control and ownership of Buyer, provided no such assignment shall relieve Buyer of its obligations hereunder. The party identified as the initial Buyer shall remain responsible for those obligations of Buyer stated in this Agreement notwithstanding any assignment.

15.14 Exhibits. The following exhibits are attached and incorporated into this Agreement by reference.

(i) **Exhibit A – Legal Description of the Subject Property**
(ii) **Exhibit B – Copy of Resolution 5788**
(iii) **Exhibit C – Seller Disclosure, Environmental**
(iv) **Exhibit D – Pinky's Plumbing Quote for Work**

SIGNATURES ON THE FOLLOWING PAGE

SIGNATURE PAGE

BUYER

CITY OF AUBURN

_____

Nancy Backus, Mayor Date:

Approved as to Form:

_____

Jason Whalen, Auburn City Attorney

SELLER

Feenix Parkside LLC

Benson Liu

_____

Benson Liu, Manager Date:

Kaye Liu

_____

Kaye Liu, Manager Date:

EXHIBIT A

Legal Description

LOT B, CITY OF AUBURN SHORT PLAT NUMBER SP-3-78, RECORDED UNDER RECORDING NUMBER 7806150922, BEING A CORRECTION OF SHORT PLAT RECORDED UNDER RECORDING NUMBER 7803060927, IN KING COUNTY, WASHINGTON.

King County Parcel Number - 0001000098

EXHIBIT B

Copy of Auburn City Council Resolution to Condemn Subject Property

EXHIBIT C
Seller Disclosure – Environmental

ENVIRONMENTAL DISCLOSURE		Yes	No	Don't Know	N/A
A	Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?			X	
B	Does any part of the property contain fill dirt, waste, or other fill materials?			X	
C	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?			X	
D	Are there any shorelines, wetlands, floodplains, or critical areas on the property?			X	
E	Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?			X	
F	Has the property been used for commercial or industrial purposes?			X	
G	Is there any soil or groundwater contamination?			X	
H	Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?			X	
I	Has the property been used as a legal or illegal dumping site?			X	
J	Has the property been used as an illegal drug manufacturing site?			X	
K	Are there any radio towers in the area that cause interference with cellular telephone reception?			X	

If you answered yes to any of the following, please give further details here.

EXHIBIT D
Pinky's Plumbing 10.1.2024 Quote # q15062

Pinky's Plumbing, LLC
P.O. Box 68133
Seattle, WA 98168

Phone: (206) 316-8876
customerservice@pinkysplumbing.biz
www.pinkysplumbing.com

Lic# PINKYPL905LS

BILLING
Azose Commercial Properties
8451 SE 68th Street, Ste 200
Mercer Island, WA 98040

JOB LOCATION
Azose- Auburn Shops
2802 Auburn Way N
Auburn, WA 98002

Transaction Date: 10/1/2024

Terms: Net 30

Invoice #: i21040

SEE ATTACHED ADDITIONAL REMARKS ON THE CONTINUATION

Item	Description	Quantity	Price	Amount
trailer jetter	trailer jetter *If drain equipment becomes stuck within a damaged line, additional work, including excavation, will be at additional cost. This is to fully flush all debris from the line so that we may properly evaluate the health and grading of the cast iron pipeline. Service completed through grease trap outlet. Upon removing of the rust that had settled in the bottom of the line, we have confirmed that there is not a grading issue with the pipeline. Blockages and standing water were due to rust debris left behind in the line from the rusty cast iron pipeline. After rust was removed, we discovered a 20' length of cast iron which is entirely missing the bottom and is cracked through 2 full lengths of piping. Recommendations for repair entail excavation and pipe liner for rehabilitation.	1	$1,869.00	$1,869.00

Subtotal:	$1,869.00
Tax:	$192.51
Total:	$2,061.51
Payments:	$0.00

Quote #: q15062

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5794 (Faber/Whalen)

Date:
October 15, 2024

Department:
City Attorney

Attachments:
Resolution No. 5794
Executed Agreement

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

Administrative Recommendation:

City Council to adopt Resolution No. 5794.

Background for Motion:

This property was severely damaged in the tragic Max House fire. The City's plan to purchase and add this property to the Auburn Avenue Theater redevelopment will help turn what was a heartbreaking event into something that will bring entertainment and joy to Auburn for years to come.

Background Summary:

In 2006 the City began leasing property, known and operated as the "Auburn Avenue Theater" located at 10 Auburn Avenue. The City later purchased the Auburn Avenue Theater property in 2020.

In 2016 the City purchased the former King County Health Building located at 20 Auburn Avenue from King County, later redeveloping the King County Health Building into the "Postmark Center for the Arts".

In 2021 a fire destroyed a mixed-use building, known as the Max House, located at 115 E Main St. The fire caused irreparable damage to the neighboring Auburn Avenue Theater as well as to the Max House building itself, requiring demolition of the Max House by its then owner, and future demo of the Auburn Avenue Theater by the City. In 2022 the City purchased the vacant lot that was the Max House.

The aforementioned property purchases intended to create and maintain a Theater District that would provide entertainment and long-lasting economic impact to the City and its downtown. The demolition and redevelopment of a new Auburn Avenue Theater is underway. The new Auburn Avenue Theater will be located on the site of the old Auburn Avenue Theater as well as the site of the former Max House.

125 E Main Street (the "Subject Property"), widely known as the Comic Book Store is a commercial building located adjacent to the old Auburn Avenue Theater and former Max House. The Subject Property also suffered severe damage from the Max House fire. The City and the owners of the Subject Property have negotiated terms for the City's purchase of the

Subject Property, pending Auburn City Council's approval.

Following an acquisition of the Subject Property, the City plans to demolish the property and turn the site into a new downtown park serving both the to be constructed Auburn Avenue Theater, Postmark Center for the Arts, and downtown businesses and residents.

Funding for the purchase and demolition of the Subject Property will be reimbursed by King County through the King County Conservation Futures Grant in an amount up to $950,000.

Reviewed by Council Committees:

Councilmember:	Yolanda Trout-Manuel	**Staff:**	Daryl Faber and Jason Whalen
Meeting Date:	October 21, 2024	Item Number:	RES.D

RESOLUTION NO. 5794

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PURCHASE AND SALE AGREEMENT FOR COMMERCIAL PROPERTY OWNED BY 125 E MAIN, LLC LOCATED AT 125 E MAIN, AUBURN

WHEREAS, the City of Auburn (the "City") desires to purchase property located at 125 E Main, Street, Auburn (the "Property"), from 125 E Main, LLC; and

WHEREAS, 125 E Main, LLC desires to sell the Property to the City under mutually negotiated terms.

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

Section 1. The Mayor is (i) authorized to execute the purchase and sale agreement attached as Exhibit "A" (the "Agreement"), and any amendments or addendums to the Agreement, as appropriate, so long as those amendments or addendums do not increase the price of the Property; and (ii) to execute all necessary documents on behalf of the City to complete the closing of the purchase transaction to acquire the Property consistent with the terms and conditions of the Agreement.

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

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

Dated and Signed: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Jason Whalen, City Attorney

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PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of the _____ day of _____, 2024 ("Effective Date"), by and between the **City of Auburn**, a Washington municipal corporation ("City" or "Buyer"), and **125 E. Main LLC**, a Washington Limited Liability Company ("Seller"). Seller and Buyer are collectively referred to as the "Parties."

RECITALS

A. Seller owns certain real property located at 125 E Main Street in Auburn, Washington, also known as King County Parcel Nos. 048900-0095 (the "Subject Property"), legally described in attached **Exhibit A**.

B. Seller wishes to sell, and Buyer wishes to buy, the Subject Property under the following terms, conditions and restrictions.

C. This purchase and sale agreement is approved through the ratification of Resolution _____ by the Auburn City Council.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which the Parties mutually acknowledge, Buyer and Seller agree as follows:

1. Certain Defined Terms. For purposes of this Agreement, the following capitalized terms in this Agreement will have the following definitions:

1.1 "Closing" or "Close of Escrow" means the recordation of the Deed in the Official Records and Seller's receipt of the Purchase Price.

1.2 "Closing Date" means within 30 calendar days from either the waiver or expiration of the Due Diligence and Feasibility Period, whichever occurs first.

1.3 "Deposit" means an amount of nine thousand five hundred dollars ($9,500), plus any other amounts designated as a Deposit in this Agreement.

1.4 "Escrow" means the escrow opened with Escrow Agent for the consummation of the transaction described in this Agreement.

1.5 "Escrow Agent" means Chicago Title Company, located at: 701 5th Avenue. Suite 2700, Seattle, WA 98104. 206.628.5612

1.6 "Official Records" means the official real property records of King County, Washington.

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1.7 "Permitted Exceptions" has the meaning as set forth in Section 6.1 below.

1.8 "Purchase Price" has the meaning as set forth in Section 3.

1.9 "Title Company" means Chicago Title Company.

1.10 "Title Policy" means the then current Seller-purchased standard coverage ALTA owner's policy of title insurance issued by the Title Company to Buyer with coverage in the amount of purchase price, showing title to the Subject Property vested in Buyer subject only to the Permitted Exceptions.

2. **Purchase and Sale**. Buyer agrees to buy, and Seller agrees to sell, all Seller's rights, title and interest in the real property legally described in **Exhibit A** (Subject Property) on the terms and conditions set forth in this Agreement.

3. **Purchase Price; Cash Payment.** The Purchase Price is **Seven Hundred Thousand Dollars and no cents ($700,000.00)**, which will be payable in full at Closing. The Deposit will be applied to the Purchase Price due at Closing. The Purchase Price payment by Buyer will be via wire transfer of collected federal funds.

4. **Earnest Money Deposit**. On execution of this Agreement, Buyer will deposit with Escrow Agent **Nine Thousand Five Hundred Dollars and no cents ($9,500.00)** in cash (the "Deposit"), which the Escrow Agent will hold as an earnest money deposit for this transaction. The Deposit will be held in Escrow and applied or disposed of by the Escrow Agent based on the terms of this Agreement. The Deposit will not be refunded and will become property of Seller upon waiver of Buyer's Funding Contingency and Due Diligence and Feasibility period.

5. **Due Diligence and Feasibility**. Due Diligence and Feasibility Period. Buyer shall have the right for a period of 45 days from the Effective Date of this Agreement (the "Due Diligence Period") to conduct Buyer's due diligence and feasibility review, examination, and inspection of all matters pertaining to the acquisition of the Subject Property as Buyer deems necessary or appropriate. Subject to any right of entry requirements detailed in Section 7 below, Buyer is granted the ability to conduct diligence, feasibility, review, examination, testing and inspections without the requirement of approval from the Seller or any of Seller's tenants. However, Buyer will endeavor to provide Seller and tenants of the Subject Property with no less than 48-hours advance notice of any such diligence, feasibility, review, examination, testing and inspections when such endeavors will likely have a physical or operational impact on Seller or tenant(s)' business operations, or their rights of quiet enjoyment.

Seller within 10 days of the Effective Date, shall also provide Buyer or make available for Buyer's review all materials that exist and that are in Seller's actual possession or reasonable control including but not limited to:

(a) All surveys, plats or plans relating to the Subject Property; (if any)

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(b) All warranties and guarantees affecting any portion of the Subject Property; (if any);

(c) Notice of any existing litigation affecting or relating to the Subject Property and any copies of any pleadings concerning any litigation;

(d) Any documentation of known or possible environmental hazards affecting or potentially affecting the Subject Property;

(e) All Permits;

(f) All final, written environmental assessment reports concerning the Real Property that were performed by or for the Seller.

(g) All Operational Contracts with vendors and suppliers providing services to the Subject Property that may exist, all existing tenant Leases, and the current Rent Roll.

If, based upon Buyer's review of any such diligence, feasibility, examination, testing, and/or inspection, including the Operational Contracts, Leases, Rent Roll and the Operational Accounting Records described in this Section 5 or Section 8 below, Buyer determines in its sole discretion that it intends not to acquire the Subject Property, then Buyer shall promptly notify Seller of such determination in writing (the "Diligence Dissatisfaction Notice") prior to the expiration of the Due Diligence Period and this Agreement shall automatically terminate and the Parties' rights under this Agreement shall be of no further force or effect and the Deposit will be returned to the Buyer. In the event that Buyer fails to deliver the Diligence Dissatisfaction Notice to Seller on or before the expiration of the Due Diligence Period, Buyer will be deemed to be satisfied and to have waived its right to terminate this Agreement under this subsection and the Parties shall proceed to Closing.

6. **Title Policy**. Promptly after mutual execution of this Agreement, Escrow Agent will obtain and deliver to Buyer a standard coverage preliminary title insurance commitment covering the Subject Property from the Title Company (the "Commitment"). The Title Company will be instructed to deliver a copy of the Commitment and copies of exceptions to Buyer, Seller, and the Parties' respective counsel. Approval by Buyer of the exceptions to title set forth in the Commitment (other than as hereinafter set forth) will be a condition precedent to Buyer's obligation to purchase the Subject Property. Unless Buyer gives written notice that it disapproves the exceptions to title shown on the Commitment (other than the exceptions to title approved by Buyer and described in Section 6.1 below), stating the exceptions so disapproved, within fourteen (14) calendar days after the date of delivery of the Commitment to Buyer, Buyer will be deemed to have approved such exceptions. If Buyer disapproves any title exceptions, Seller will have a ten (10) calendar day period after its receipt of Buyer's written notice of disapproval of the same within which to provide written notice to Buyer as to which of such disapproved title exceptions Seller will remove (or cause to be removed) from title; provided, however, that Seller will not be required to actually remove such exception(s) until Closing. If, for any reason, Seller's notice given pursuant to the immediately preceding sentence does not covenant to remove all of Buyer's disapproved title exceptions at or prior to Closing, Buyer has the right

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to terminate this Agreement by written notice to Seller and Escrow Agent given within ten (10) calendar days after the earlier of the expiration of such ten (10) calendar day period or the date Seller informs Buyer that it does not intend to remove the disapproved items (the "Termination Notice"). Buyer's failure to deliver the Termination Notice within such ten (10) day period will be deemed Buyer's approval of any such previously disapproved title exception. If Buyer delivers the Termination Notice within such ten (10) day period, the obligation of Seller to sell, and Buyer to buy, the Subject Property will terminate and Escrow Agent is instructed to promptly return Buyer's Deposit.

6.1 Permitted Exceptions. In addition to such other exceptions to title as may be approved by Buyer pursuant to the provisions of Section 6 above, Buyer shall accept title to the Subject Property subject to the following (collectively, the "Permitted Exceptions"):

The printed exceptions which appear in the then current ALTA form standard coverage owner's policy of title insurance issued by Title Company in the State of Washington; and items created by, or on behalf of, Buyer.

7. Buyer's Right of Entry. Buyer, and its agents and consultants, at Buyer's sole expense and risk, may enter the Subject Property during the term of this Agreement for the purpose of Buyer's due diligence and feasibility study of the Property. Buyer will (a) exercise care at all times on or about the Subject Property, (b) take precautions for the prevention of injury to persons or damage to property on or about the Subject Property and (c) comply with any advance notice requirements in any leases by tenants of the Subject Property. Any physical alteration of the Subject Property in connection with Buyer's study will be restored by Buyer immediately upon demand by Seller, at Buyer's sole expense. Buyer indemnifies and holds harmless Seller against any loss, damage, or claim including attorneys' and experts' fees, and court costs, resulting from Buyer's inspections and tests. Buyer is not Seller's agent in connection with such activities and has no authority to allow any liens to encumber the Subject Property. Buyer shall keep the Subject Property free from all mechanics', materialmen's and other liens, and all claims, arising from any work or labor done, services performed, or materials and supplies furnished in with Buyer's actions in the exercise of its right of entry on the Subject Property and Buyer will maintain all insurance as required by Seller with respect to activities on the Subject Property. Buyer should indemnify Seller against any claims for injury to persons or property caused by Buyer's entry or testing. Buyer should be responsible for repairing any damage to the property caused by Buyer's entry or testing. All of buyers representatives who visit the Subject Property must be insured and 48 hours of notice must be given.

Buyer shall not perform any invasive testing beyond a Phase I Assessment and a Regulated Building Materials (or similar) Survey or contact the tenants or property management personnel without obtaining Seller's prior written consent, which may not be unreasonably withheld.

8. Contracts, Lease & Rent Roll.

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8.1 Delivery and Review. Within 10 calendar days following the Effective Date, Seller shall provide complete copies (including amendments, addenda and/or other modifications), of all management, maintenance and security contracts ("Operational Contracts"), all Leases, Licenses, Use Agreements, or other such Agreements related to the use and/or occupancy of the Subject Property (individually and/or collectively referred to as the "Leases(s)") together with current certified accounting record(s) of all rent deposits, collected, delinquent, and pre-paid rents (individually and/or collectively referred to as the "Rent Roll"). Review of these items shall be done as part of and subject to the Due Diligence & Feasibility Review Period.

8.2 Tenant Estoppel. Also within 3 calendar days following the expiration or waiving of the Due Diligence and Feasibility Period ("Estoppel Delivery Date Deadline"), Seller shall submit to all tenants of the Subject Property (individually and collectively the "Existing Tenant(s)") a tenant estoppel in the form attached as **Exhibit B ("Tenant Estoppel(s)").** Seller shall use commercially reasonable efforts to obtain and deliver to Buyer a signed Tenant Estoppel within 10 calendar days of the Estoppel Delivery Date Deadline. Seller may submit for Buyer's review a similar certificate regarding Seller's knowledge in lieu of the Tenant Estoppel. Seller's failure to obtain and deliver the Tenant Estoppel will not constitute a default by Seller under this Agreement. Buyer's waiving or satisfaction of the Due Diligence and Feasibility period outlined in Section 5 above shall also constitute as Buyer's acceptance of Tenant Estoppel(s).

8.3 Negotiations with Existing Tenant(s). Seller authorizes Buyer to communicate without interference from the Seller, directly with the Existing Tenant(s) of the Subject Property for the purposes of obtaining amendments and/or other modifications to Existing Tenant's lease, provided, however, that any such agreement shall only be effective upon closing and Seller shall not be a party thereto, or bound by any terms therein. Failure to obtain amendments or modifications to Existing Tenant's lease is not a condition or contingency of this Agreement between the Buyer and Seller.

9. Closing.

9.1 Time for Closing. This purchase and sale will be closed in the office of Escrow Agent on the Closing Date. Buyer and Seller will place in Escrow with Escrow Agent all instruments, documents and monies necessary to complete the sale under this Agreement. Funds held in Escrow pursuant to Escrow instructions will be deemed, for purposes of this definition, as available for disbursement to Seller. Neither party needs to be physically present at the Closing.

9.2 Closing Costs.

9.2.1 Seller's Costs. Associated with the sale and conveyance of the Subject Property, Seller will pay; (a) one half of the escrow fees and cost, (b) all premiums charged for the issuance of an ALTA Standard Coverage Owner's Policy, including

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applicable tax, (c) all real estate excise tax fees owed, (d) Seller's share of prorations not otherwise described in Sections 9.2.1 – 9.2.6 including but not limited to utilities, services, management and/or maintenance contracts Buyer agrees to assume, etc., (e) Sellers own legal fees and fees of its own consultant, including but not limited to real estate broker commissions owed in connection with this Agreement.

9.2.2 Buyer's Costs. Associated with the sale and conveyance of the Subject Property, Buyer will pay; (a) one half of the escrow fees and cost, (b) all premiums charged for any additional endorsements, or extended coverage Buyer may require or request, including applicable sales tax, (c) the recording fees for the Deed; (d) Buyer's share of prorations, if any; and its own broker and legal fees, if any.

9.2.3 Other Costs. Excluding those costs and fees described in Section 9.2.1 and 9.2.2, all other costs and expenses will be charged according to local industry customs. Seller Other Costs shall be limited to $2,000.

9.2.4 Real Property Taxation. Seller will be responsible for the prorated real property taxes due and owable prior to the Closing Date.

9.2.5 Pro-Ration of Rents. Rents shall be pro-rated as of the Closing Date. Any refundable deposits, and/or any pre-paid rents shall be transferred to Buyer at Closing.

9.2.6 Triple Net monies collected from tenants. Seller shall transfer to Buyer any triple net monies collected from tenants.

9.3 Closing Documents.

9.3.1 Seller's Documents. At Closing, Seller will deliver to Escrow Agent the following instruments and documents:

a. An executed and acknowledged Statutory Warranty Deed ("Deed") subject to all Permitted Exceptions, restrictions and covenants; **A reference deed is attached as Exhibit "C".**
b. The executed real estate excise tax affidavit to accompany the Deed; and
c. An executed nonforeign person affidavit in the form required under Section 1445 of the Internal Revenue Code.
d. A Rent Roll dated as of the Closing Date.

9.3.2 Buyer's Documents. At Closing, Buyer shall deliver to Escrow Agent the following funds, instruments and documents:

a. The balance of the Purchase Price in accordance with Section 3; and
b. An executed real estate excise tax affidavit.
c. A copy of the Resolution by the Auburn City Council approving the

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purchase of the Subject Property.

10. Possession. Buyer will be entitled to possession of the Subject Property, subject to all tenancies disclosed to Buyer as provided in paragraph 8, upon Closing.

11. Representations and Warranties.

11.1 Seller's Representations and Warranties. In addition to any other representations or warranties to City elsewhere in this Agreement, Seller represents and warrants to Buyer that:

11.1.1 Authority. Seller has full power and authority to execute this Agreement and perform Seller's obligations and all necessary action to authorize this transaction has been taken, except as specifically provided herein.

11.1.2 Hazardous Substances. Seller has not received notification of any kind from any governmental agency suggesting that the Subject Property is or may be targeted for a Hazardous Substances cleanup; to the best of Seller's knowledge the Subject Property has not been used (a) for the storage, disposal or discharge of oil, solvents, fuel, chemicals or any type of toxic, dangerous, hazardous or biological waste or substance (collectively, "Hazardous Substances"), or (b) as a landfill or waste disposal site; to the best of Seller's knowledge the Subject Property has not been contaminated with any Hazardous Substances; and (c) to the best of Seller's knowledge, there are no underground storage tanks on the Subject Property. Buyer agrees to waive Seller's Disclosure Statement under RCW 64.06.010 with the exception of item 6 "Environmental" under RCW 64.06.013 which Seller shall deliver to Buyer within five (5) business days following execution of this Agreement. A Seller completed copy of the Environmental Section of Seller's Disclosure Statement is attached as **Exhibit D** for reference.

Notwithstanding the foregoing, based on the age of the improvements located on the Subject Property, Buyer should presume the presence of asbestos and lead-based paint.

11.1.3 Buyer's Representations and Warranties. In addition to any other representations and warranties of Buyer elsewhere in this Agreement, Buyer represents and warrants to Seller now, and as of the Date of Closing, that (a) Buyer has full power to execute, deliver and carry out the terms and provisions of this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; and (b) the individual executing this Agreement on behalf of Buyer has the authority to bind Buyer to the terms and conditions of this Agreement.

11.1.4 "As is" condition of Subject Property. Except for the express representations and warranties in this Agreement, (a) Seller makes no representations or warranties regarding the Property; (b) Seller hereby disclaims, and Buyer hereby waives, any and all representations or warranties of any kind, express or implied, concerning the Property or any portion thereof, as to its condition, value, compliance with laws, status of permits or approvals, existence or absence of hazardous material on site, suitability for

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Buyer's intended use, occupancy rate or any other matter of similar or dissimilar nature relating in any way to the Property, including the warranties of fitness for a particular purpose, tenantability, habitability and use; (c) Buyer takes the Property "AS IS" and with all faults; and (d) Buyer represents and warrants to Seller that Buyer has sufficient experience and expertise such that it is reasonable for Buyer to rely on its own pre-closing inspections and investigations. The Parties acknowledge and agree that the Purchase Price reflects that Buyer is purchasing the Subject Property "as is," "where is," and "with all faults," except to the extent of representations and warranties specifically made by Seller or in the Statutory Warranty Deed or other documents to be delivered by Seller at Closing.

12. Maintenance of Subject Property; Risk of Loss, Condemnation.

12.1 Maintenance of Subject Property. From the date of this Agreement until the Closing Date (or any earlier termination of this Agreement), Seller agrees to maintain the Subject Property in substantially the same condition existing as of the Effective Date, ordinary wear and tear accepted.

12.2 Risk of Loss; Condemnation. Risk of loss of or damage to the improvements on the Subject Property will be borne by Seller at all times until the Closing Date and no event of casualty or damage shall affect the parties' obligations under the Agreement or the Purchase Price. However, in the case of casualty occurring after the Effective Date, Buyer will have the right to receive any insurance proceeds due Seller in connection with any casualty or damage and Seller covenants to maintain commercially reasonable casualty insurance in place with respect to the Subject Property at all times prior to Closing. Seller or Buyer shall promptly notify Buyer or Seller of any condemnation or eminent domain proceeding which affects or may affect the Subject Property. In the event of any condemnation or eminent domain proceeding by any entity other than City, or a deed in lieu of or under threat thereof, which affects a material portion of the Subject Property, Buyer may elect either to terminate this Agreement, or to purchase the Subject Property in the condition existing on the Closing Date without adjustment of the Purchase Price.

13. Default.

13.1 Time of Essence. Time is of the essence for this Agreement.

13.2 Seller's Election of Remedies. Should Buyer default under this Agreement, Seller may, at its sole and exclusive remedy, terminate this Agreement and keep that portion of the Deposit that does not exceed five percent (5%) of the Purchase Price as liquidated damages as the sole and exclusive remedy. Buyer and seller agree that retention of the Deposit by Seller as outlined above, represents a reasonable estimation of damages in the event of Buyer's default, as actual damages would be difficult to ascertain, and further that this provision does not constitute a penalty. In this respect, Buyer and Seller acknowledge that these damages have been specifically negotiated between Buyer and Seller and are, inter alia, to compensate Seller for delaying the eventual sale of the Subject Property and

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to compensate Seller or its costs and expenses associated with this Agreement.

13.3 Buyer's Remedies for Seller's Default. If Seller fails to complete the sale of the Subject Property in accordance with this Agreement, Buyer's remedy will be to terminate this Agreement or to seek specific performance.

14. Notices. All notices, demands and other communications required or permitted to be given shall be in writing and shall be sent by personal delivery (including by means of professional messenger or courier service) or registered or certified mail, postage-prepaid, return-receipt requested, or by electronic mail (email) at the addresses provided. Notice shall be deemed to have been given if personally delivered or sent by electronic mail (email), upon receipt, if sent by mail, two (2) days after duly placed in the U.S. Mail to all of the addresses designated for such party.

The Parties' respective addresses for notices are as follows:

TO THE CITY		TO SELLER
City of Auburn – Real Estate Division Attn: Josh Arndt 25 West Main Auburn, WA 98001 253.288.4325 Jarndt@auburnwa.gov With copies to: City of Auburn – Legal Department Attn: Jason Whalen 25 West Main St Auburn, WA 98001 253.804.5026 JWhalen@auburnwa.gov		Janney Holdings Attn: Doug Prince 1420 Fifth Avenue, Suite 3100 Seattle, WA 98101 dprince@buchalter.com

Notice of change of address shall be given by written notice in the manner detailed in this Section.

15. General.

15.1. Entire Agreement. This is the entire Agreement (including the attached Exhibits) of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. This Agreement may only be modified or amended in writing, signed by Buyer and Seller. Any waivers must be in writing. No waiver of any right or remedy in the event of default will constitute a waiver of such right or remedy in the event of any subsequent default. Venue for disputes under this Agreement

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is the Superior Court of King County, Washington.

15.2 Choice of Law. This Agreement will be governed by the laws of the State of Washington.

15.3 No Third-Party Beneficiaries/Severability. This Agreement is for the benefit only of the Parties and shall inure to the benefit of and bind the heirs, personal representatives, successors and permitted assigns of the parties. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.4 Survival of Rights, Duties, and Obligations. The Parties' rights, duties, covenants, and obligations shall survive Closing and the expiration or earlier termination of this Agreement.

15.5 Indemnification. From and after Closing, and for a period of three (3) years from the Closing Date, Seller shall indemnify, defend, and hold Buyer harmless from and against any and all claims and agency orders or requirements relating to or arising out of, directly or indirectly, the Subject Property, except to the extent caused by the negligence or willful misconduct of Buyer.

15.6 Signing Authority. Each of the Parties represents and warrants that the individual signing this Agreement on its behalf is duly authorized to enter into this Agreement and to execute and legally bind such Party to it. The City of Auburn's signing authority is subject to Section 15.12.

15.7 Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party is entitled to recover from the other party such sum as the Court may adjudge reasonable as attorneys' fees, including fees incurred at trial, on any appeal and in any petition for review.

15.8 Exclusivity. During the term of this Agreement, Seller will not market nor list the Subject Property for sale, nor accept any offers from third parties with respect to the sale of the Subject Property.

15.9 Information Transfer. In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller's written request copies of all materials received from Seller and any non-privileged plans, studies, reports, inspections, appraisals, surveys, drawings, permits, applications or other development work product relating to the Property in Buyer's possession or control as of the date this Agreement is terminated.

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15.10 Reservation of Police Power. Notwithstanding anything to the contrary set forth in this Agreement, Buyer understands and acknowledges that City's authority to exercise its police (regulatory) powers in accordance with applicable law shall not be deemed limited by the provisions of this Agreement.

15.11 Counterparts. This Agreement and any amendments that may come to exist, may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts collectively constitute a single instrument.

15.12 Approval by Auburn City Council. The Parties acknowledge and agree that this Agreement is subject to the approval and ratification of the Auburn City Council.

15.12 No Broker. No broker, finder, agent or similar intermediary has acted for or on behalf of the Buyer. Any broker, finder, agent or similar intermediary acting for or on behalf of the Seller, if any, shall be paid from Seller's proceeds in accordance with Section 9.2.1 above.

15.13 Assignment. Buyer's rights and obligations under this Agreement are not assignable without the prior written consent of Seller, which shall not be withheld unreasonably; provided, however, Buyer may assign this Agreement without the consent of Seller, but with notice to Seller, to any entity under common control and ownership of Buyer, provided no such assignment shall relieve Buyer of its obligations hereunder. The party identified as the initial Buyer shall remain responsible for those obligations of Buyer stated in this Agreement notwithstanding any assignment.

15.14 Exhibits. The following exhibits are attached and incorporated into this Agreement by reference.

(i) **Exhibit A – Legal Description of the Subject Property**
(ii) **Exhibit B – Form of Tenant Estoppel**
(iii) **Exhibit C – Reference Statutory Warranty Deed**
(iv) **Exhibit D – Seller Disclosure, Environmental**

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SIGNATURE PAGE

BUYER
CITY OF AUBURN

_____
Nancy Backus, Mayor

Date: _____

SELLER
125 E. MAIN LLC

By: Janney Holdings, LLC
Its: Manager

By: DocuSigned by: Constance Jensen Nelson
533A51DE0083403...
Constance Nelson, President

Date: 10/3/2024

Approved as to Form:

Signed by: JASON WHALEN
34D553704FE24B9...
Jason Whalen, Auburn City Attorney

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EXHIBIT "A"

Legal Description

THE WEST 5 FEET OF LOT 3, ALL OF LOT 4, THE EAST 50 FEET OF LOT 9 AND THE WEST 5 FEET OF LOT 10, BLOCK 14,L.W. BALLARD'S 3RD ADDITION TO SLAUGHTER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 47, IN KING COUNTY, WASHINGTON.

King County Parcel number - 048900095

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EXHIBIT B
Form of Tenant Estoppel
(Do Not Sign)

ESTOPPEL CERTIFICATE

To: **City of Auburn**
25 W Main
Auburn WA, 98001

Re: **Lease Agreement,** dated _____by and between _____ ("Landlord"), and_____("Tenant") concerning _____, Auburn, WA 98092 (the "Lease").

This Estoppel Certificate dated as of _____, 20____, is furnished by the Landlord, as lessor and the Tenant, as lessee under the Lease above described, to _____(the "Buyer"), in connection with that Purchase and Sale Agreement dated _____ between the Buyer and Landlord with respect to real property whose address is _____ (the "Subject Property"). Landlord and Tenant understand that the Buyer is relying upon this Estoppel Certificate in connection with purchasing the Subject Property.

A. Certifications of Tenant. Tenant hereby represents and certifies to the Buyer and their respective successors and assigns that, except as set forth in **Estoppel Exhibit A** attached:

1. The following documents attached as **Estoppel Exhibit B** are true, correct and complete copies of the Lease.

2. Tenant is the tenant under the Lease and has not assigned, pledged, encumbered or transferred any of its rights or obligations of the Lease, except as set forth herein. Tenant has not subleased all or any portion of the Premises defined in the Lease ("Lease Premises"). And the Landlord is the landlord under the Lease.

3. The Lease sets forth the full and complete agreement between Landlord and Tenant with respect to the Subject Property. The Lease has not been amended (except as may be shown in Exhibit B), is in full force and effect according to its terms and is valid and binding upon Tenant.

4. Tenant is not in default under the Lease. No state of facts exists which, with the passage of time or the giving of notice, or both, could constitute a default by Tenant under the Lease. All rent, charges and other payments due to Landlord from Tenant under the Lease on or before the date hereof have been paid.

5. To the best of Tenant's knowledge; (a) Landlord is not in default under the Lease and (b) no state of facts exist which, with the passage of time or the giving of notice, or both, could constitute a default by Landlord under the Lease.

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6. Tenant (circle one) has or has not) paid any rent, charges or other payments due to Landlord from Tenant under the Lease more than thirty (30) days in advance (if yes, how much _____ and for what _____). Tenant (circle one) has or has not) paid any security deposit under the Lease (if yes, how much _____).

7. To the best of Tenant's knowledge, all conditions under the Lease to be satisfied by Landlord or Tenant as of the date hereof have been satisfied.

8. All improvements, alterations, or other work, if any, to be performed or constructed by Landlord under the Lease have been completed and have been accepted by Tenant. All contributions, if any, required to be paid to Tenant by Landlord for improvements to the Lease Premises have been paid.

9. Landlord or Tenant has obtained all required permits for any improvements, alterations, or other work ("Tenant Improvements") done in, to, or about to the Lease Premises, for Tenant's business purposes or occupancy.

10. There are no actions, voluntary or involuntary, pending against Tenant under any bankruptcy, receivership, insolvency or similar laws of the United States or any State thereof.

B. Certifications of Landlord. Landlord hereby represents and certifies to the Lender and HUD and their respective successors and assigns that, except as set forth in **Estoppel Exhibit A** attached hereto:

1. The following documents attached as **Estoppel Exhibit B** are true, correct and complete copies of the Lease.

2. Landlord is the landlord under the Lease. Landlord has not assigned, pledged, encumbered or transferred any of its rights or obligations of the Lease. Tenant is the tenant under the Lease and to the best of Landlord's knowledge, Tenant has not subleased all or any portion of the Leased Premises.

3. The Lease sets forth the full and complete agreement between Landlord and Tenant with respect to the Subject Property. The Lease has not been amended (except as may be shown in Exhibit B), is in full force and effect according to its terms, and is valid and binding upon Landlord.

4. To the best of Landlord's knowledge; (a) Tenant is not in default under the Lease, (b) no state of facts exists which, with the passage of time or the giving of notice, or both, could constitute a default by Tenant under the Lease, and (c) all rent, charges and other payments due to Landlord from Tenant under the Lease on or before the date hereof have been paid.

5. Landlord is not in default under the Lease. No state of facts exists which, with the passage of time or the giving of notice, or both, could constitute a default by Landlord under the Lease.

6. Tenant (circle one) has or has not) paid any rent, charges or other payments due to Landlord from Tenant under the Lease more than thirty (30) days in advance (if yes, how much _____ and for what _____). Tenant (circle one) has or has not) paid any security deposit under the Lease (if yes, how much _____).

7. To the best of Landlord's knowledge, all conditions under the Lease to be satisfied by Tenant as of the date hereof have been satisfied.

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8. All improvements, alterations and other work, if any, to be performed or constructed by Landlord under the Lease have been completed and have been accepted by Tenant. All contributions, if any, required to be paid to Tenant by Landlord for improvements to the Lease Premises have been paid.

9. Landlord or Tenant has obtained all required permits for any improvements, alterations, or other work ("Tenant Improvements") done in, to, or about to the Lease Premises, for Tenant's business purposes or occupancy.

10. There are no actions, voluntary or involuntary, pending against Landlord under any bankruptcy, receivership, insolvency or similar laws of the United States or any State thereof.

[SIGNATURE PAGES FOLLOW]

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[Signature Page]

TENANT:

_____,
[INSERT LLC, CORP, ETC.]

By:_____
Name:_____
Title:_____

LANDLORD:

_____,
[INSERT LLC, CORP, ETC.]

By:_____
Name:_____
Title:_____

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Estoppel Exhibit A

Exceptions:

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Estoppel Exhibit B

(Copy of Lease)

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EXHIBIT "C"
Reference Deed

Return Address:
City of Auburn
25 W Main Street
Auburn, WA 98001

Above this line reserved for recording information.

STATUTORY WARRANTY DEED

Grantor:	125 E. Main, a Washington Limited Liability Corporation
Grantee:	City of Auburn, a Washington Municipal Corporation
QSTR:	SW-7-21-5
Parcel ID (if applicable):	0489000095

The Grantor, 125 E. Main, LLC, for and in consideration of Ten Dollars and other valuable consideration in hand paid, conveys and warrants to the City of Auburn, the following described real estate

THE WEST 5 FEET OF LOT 3, ALL OF LOT4, THE EAST 50 FEET OF LOT 9 AND THE WEST 5 FEET OF LOT 10, BLOCK 14, L.W. BALLARD'S 3RD ADDITION TO SLAUGHTER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 47, IN KING COUNTY, WASHINGTON

Subject to: Matters of public record, and the following covenants and restrictions:

The City of Auburn covenants that following demolition of the single-story commercial building containing approximately 7,140 square feet, the Property shall only be used for open space, active or passive park purposes. This restriction for a term of 50 years from the date this deed is recorded in the registry of King County.

The City covenants that it shall place this covenant for said purposes in any deed transferring the Property or a portion thereof.

Further, the property herein conveyed to the Grantee was purchased with King County Conservation Futures Tax Levy funds and is subject to open space use restrictions and restrictions on alienation as specified in RCW 84.34.200, et seq., and King County Code 26.12.003, et seq.

SIGANTURE ON THE FOLLOWING PAGE

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GRANTOR: _____

DATE: _____

STATE OF _____)
)ss.
County of _____)

STATE OF WASHINGTON)
)ss.
County of King)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and on oath stated that he/she was authorized to execute the instrument and acknowledged it as 125 E. Main, a Washington limited liability corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated _____

_____
Notary Public in and for the State of _____
residing at _____
My appointment expires_____

Approved as to Form:

_____
Nancy Backus, City of Auburn - Mayor

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EXHIBIT "D"
Seller Disclosure – Environmental

ENVIRONMENTAL DISCLOSURE		Yes	No	Don't Know	N/A
A	Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	x			
B	Does any part of the property contain fill dirt, waste, or other fill materials?			X	
C	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	X			
D	Are there any shorelines, wetlands, floodplains, or critical areas on the property?			X	
E	Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?			X	
F	Has the property been used for commercial or industrial purposes?	x			
G	Is there any soil or groundwater contamination?			X	
H	Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?			X	
I	Has the property been used as a legal or illegal dumping site?	X			
J	Has the property been used as an illegal drug manufacturing site?			X	
K	Are there any radio towers in the area that cause interference with cellular telephone reception?			X	

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If you answered yes to any of the following please give further details here.

There was a fire next to the subject property in Summer '21 which caused flooding from the water used to put out the fire. The City has a copy of the engineering report that was written in 1/22 for more information. We think that the conditions referenced above would be like the neighboring theater owned by the city. Also given age of the structure we believe that there was probably earthquake damage from some prior earthquake.

People have managed to climb onto the roof of the structure, through unknown means and left stuff on the roof. This is the only "dumping" that is referred to above.