CITY OF AUBURN WASHINGTON	**City Council Meeting** **October 17, 2016 - 7:00 PM** **Auburn Community and Event Center** **910 9th Street SE** **AGENDA** Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.

I. **CALL TO ORDER**

A. **Pledge of Allegiance**

B. **Roll Call**

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

A. Pregnancy and Infant Loss Awareness Month
Mayor Backus to proclaim, October 2016, as Pregnancy and Infant Loss Awareness Month in the city of Auburn.

B. Auburn High School DECA National DECA Month
Mayor Backus to proclaim November 2016 as DECA Month in the city of Auburn.

C. Auburn Mountainview High School DECA Week
Mayor Backus to proclaim October 23-29, 2016, as DECA Week in the city of Auburn.

D. Auburn Mountainview High School Entrepreneurship Week
Mayor Backus to proclaim November 14-20, 2016 as Global Entrepreneurship Week in the city of Auburn.

III. **APPOINTMENTS**

IV. **AGENDA MODIFICATIONS**

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

A. **Public Hearings**

1. **2017-2018 Preliminary Biennial Budget (Coleman)**
City Council to conduct a public hearing on October 17, 2016 to receive public comments, proposals and suggestions with regard to the 2017-2018 Preliminary Biennial Budget, including revenue estimates and possible increases in property taxes.

B. **Audience Participation**
This is the place on the agenda where the public is invited to speak to the City

Council on any issue. Those wishing to speak are reminded to sign in on the form provided.

C. **Correspondence**
There is no correspondence for Council review.

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

VII. **CONSENT AGENDA**

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

A. **Minutes of the October 3, 2016 City Council Meeting***

B. **Claims Vouchers (Coleman)**
Claims voucher numbers 440915 through 441128 in the amount of $3,684,614.19 and four wire transfers in the amount of $3,894.63 and dated October 17, 2016.

C. **Payroll Vouchers (Coleman)**
Payroll check numbers 536774 through 536813 in the amount of $565,088.16 and electronic deposit transmissions in the amount of $1,429,179.17 for a grand total of $1,994,267.33 for the period covering September 29, 2016 to October 12, 2016.

D. **Public Works Project No. CP1411* (Snyder)**
City Council approve Final Pay Estimate No. 3 to Contract No. 16-14 in the amount of $57,988.67 and accept construction of Project No. CP1411, Muckleshoot Indian Tribe Master Meters

E. **Call for Public Hearing on Preliminary 2017-2018 Biennial Budget (Coleman)**
City Council to call for a public hearing to be held November 7, 2016, to receive public comments and suggestions with regard to development of the preliminary 2017-2018 Biennial Budget.

(RECOMMENDED ACTION: City Council approve the Consent Agenda.)

VIII. **UNFINISHED BUSINESS**

IX. **NEW BUSINESS**

X. **ORDINANCES**

A. **Ordinance No. 6617* (Snyder)**
An Ordinance of the City Council of the City of Auburn, Washington, creating new sections 13.48.245, 13.48.246, 13.48.247 and 13.48.425 of the City Code, and amending sections 12.04.010, 13.41.010, 13.41.050, 13.48.005, 13.48.010, 13.48.110, 13.48.180, 13.48.225, 13.48.230, 13.48.240, 13.48.250, 13.48.420, 13.48.440, 15.74.010, 15.74.020, 15.74.050, 17.02.030, 17.09.050, 17.09.070,

17.10.020, 17.10.070, 17.10.120, 17.12.010, 18.50.010 and 18.50.040 of the City Code relating to Low Impact Development

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6617.)

B. **Ordinance No. 6622* (Coleman)**
An Ordinance of the City Council of the City of Auburn, Washington, authorizing municipal indebtedness and approving the Drinking Water State Revolving Fund Loan Agreement for Coal Creek Springs Transmission Main Replacement

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6622.)

C. **Ordinance No. 6623* (Snyder)**
An Ordinance of the City Council of the City of Auburn, Washington, approving the Final Plat of Canyon Creek at Peasley - Division 2

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6623.)

XI. RESOLUTIONS

A. **Resolution No. 5250* (Snyder)**
A Resolution of the City Council of the City of Auburn, Washington, setting a public hearing to consider a Franchise Agreement with Northwest Pipeline LLC

(RECOMMENDED ACTION: City Council adopt Resolution No. 5250.)

B. **Resolution No. 5251* (Heid)**
A Resolution of the City Council of the City of Auburn, Washington, setting a public hearing to consider a franchise agreement with Lakehaven Utility District

(RECOMMENDED ACTION: City Council adopt Resolution No. 5251.)

XII. MAYOR AND COUNCILMEMBER REPORTS

At this time the Mayor and City Council may report on their significant City-related activities since the last regular Council meeting.

A. **From the Council**

B. **From the Mayor**

XIII. ADJOURNMENT

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

*Denotes attachments included in the agenda packet.

AGENDA BILL APPROVAL FORM

Agenda Subject:
2017-2018 Preliminary Biennial Budget

Date:
October 11, 2016

Department:
Finance

Attachments:
No Attachments Available

Budget Impact:
$0

Administrative Recommendation:

City Council to conduct a public hearing on October 17, 2016 to receive public comments, proposals and suggestions with regard to the 2017-2018 Preliminary Biennial Budget, including revenue estimates and possible increases in property taxes.

Background Summary:

This is the initial public hearing providing an opportunity for any citizens to make comments, proposals, and suggestions regarding the Preliminary 2017-2018 Biennial Budget. Additional, public hearings will be held prior to the adoption of the budget.

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: October 17, 2016

Item Number: PH.1

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the October 3, 2016 City Council Meeting

Date:
October 12, 2016

Department:
Administration

Attachments:
Minutes

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: October 17, 2016

Item Number: CA.A

CITY OF AUBURN WASHINGTON	**City Council Meeting** **October 3, 2016 - 6:00 PM** **Auburn Community and Events Center** **910 9th Street SE** **MINUTES**

I. CALL TO ORDER

A. Pledge of Allegiance

Deputy Mayor Largo Wales called the meeting to order at 6:00 p.m. in the Auburn Community and Events Center located at 910 9th Street SE in Auburn. Deputy Mayor Wales led those in attendance in the Pledge of Allegiance.

Mayor Nancy Backus arrived at 6:01 p.m.

B. Roll Call

City Councilmembers present: Deputy Mayor Wales, Bob Baggett, John Holman, Bill Peloza, Yolanda Trout-Manuel and Rich Wagner. Councilmember Claude DaCorsi arrived at 6:32 p.m. Councilmember Trout-Manuel left the meeting at 7:33 p.m.

Junior City Councilmembers present: Chair Sydney Campbell, Matthew St. George, Tyler Cushing, Justen Hardaway, Diego Izquierdo, Jon Kosaka, Tanner Johnson. Member Thomas was not present.

Department directors and staff members present included: City Attorney Dan Heid, Chief of Police Bob Lee, Police Commander Steve Stocker, Police Officer Darrell Jones, Director of Administration Dana Hinman, Executive Assistant to the Mayor Tamie Bothell, Communications Coordinator Kalyn Brady, Human Services Program Coordinator Emily Pearson, Community Development and Public Works Director Kevin Snyder, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Parks, Arts and Recreation Director Daryl Faber, Innovation and Technology Assistant Director Ashley Riggs, and Deputy City Clerk Shawn Campbell.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

There was no announcement, proclamation or presentation.

III. APPOINTMENTS

A. White River Valley Museum Board Appointments

City Council to confirm the following two appointments to the White River Valley Museum Board for terms to expire on December 18, 2018:

- James Bothell
- Gordy Nishimoto

Councilmember Holman moved and Councilmember Baggett seconded to appoint James Bothell and Gordy Nishimoto to the White River Valley Museum Board.

Councilmember Holman noted both men have served on the board previously and have longstanding ties to the community.

Councilmember Peloza noted both appointees will be a good fit, and the City is lucky they are willing to serve. Councilmember Peloza reported he served with Mr. Nishimoto on the Museum Board approximately 15 years ago.

Deputy Mayor Wales stated she has heard many great things about the proposed nominees. She expressed a desire that Council be provided full applications for any potential appointment prior to the meeting in the future.

Mayor Backus noted the staff did provide Council with information on each proposed appointee prior to the meeting via email. The practice of providing Council the full application is a courtesy.

MOTION CARRIED UNANIMOUSLY. 6-0

IV. AGENDA MODIFICATIONS

There was no change to the agenda.

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

There was no public hearing scheduled this evening.

B. Audience Participation

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

There was no audience participation.

C. Correspondence

There was no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

Councilmember Baggett reported on behalf of the Finance ad hoc committee that reviews claims and payroll vouchers. Councilmember Baggett reported he and Councilmember Wagner reviewed the claims and payroll vouchers as presented and described on this evening's agenda and recommend their approval by Council.

VII. CONSENT AGENDA

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

A. Minutes of the November 23, 2015 Council Study Session

B. Minutes of the September 19, 2016 Regular City Council Meeting

C. Claims Vouchers (Coleman)
Claim voucher numbers 440718 through 440914, dated October 3rd, 2016 in the amount of $1,665,443.18 and three wire transfers in the amount of $197,042.50.

D. Payroll Vouchers (Coleman)
Payroll check numbers 536730 through 536773 in the amount of $699,694.51, electronic deposit transmissions in the amount of $1,431,088.30 for a grand total of $2,130,782.81 for the period covering September 15, 2016 to September 28, 2016.

E. Public Works Project No. CP1202 (Snyder)
Approve Final Pay Estimate No. 10 to Contract No. 15-01 in the amount of $129,991.37 and accept construction of Project No. CP1202, Auburn Way South Flooding Improvements Phase 2

F. Public Works Project No. CP1605 (Snyder)
Approve Final Pay Estimate No. 2 to Contract No. 16-16 in the amount of $85,607.49 and accept construction of Project No. CP1605, Herr Properties Demolition.

Deputy Mayor Wales moved and Councilmember Trout-Manuel seconded to approve the Consent Agenda.

Deputy Mayor Wales stated the Consent Agenda consists of minutes, claims and payroll vouchers, contracts, and public works projects.

MOTION CARRIED UNANIMOUSLY. 6-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

Deputy Mayor Wales moved and Councilmember Wagner seconded to repeal the ordinances and resolutions in place that effected Council Study Sessions.

Deputy Mayor Wales stated that when the Councilmembers ran for office it was to provide leadership to the community. The Study Session format gives leadership opportunity to the Deputy Mayor but at the expense of the leadership opportunities previously provided to the other Councilmembers by the committee chair positions. Council Committees provided equal opportunity for Councilmembers that is now limited by the Council Study Session format. She stated Council does not have the same ability to attain information and have become generalist and lack specificity. She said Councils' ability to provide policy filters has been hampered by the new process.

City Attorney Heid stated if the motion passes, staff would draft an ordinance to

address repealing the referenced ordinances and resolutions. The only way to repeal an ordinance is through another ordinance; and by Council rules, an ordinance must go to a Council Study Session prior to a Council meeting for consideration.

Councilmember Holman stated he would like more information. He would like additional time to prepare a rebuttal. He stated the proposed action is not the best way to achieve open transparent government.

Councilmember Wagner stated he believes the Council needs to have more in-depth discussions regarding utilities and public works. The Council Committees had more in-depth discussions and prepared suggestions from staff. He suggested the Deputy Mayor add a date requirement to her motion. The main reason he supported the Study Session process originally was to be able to discuss City issues with other Councilmembers without violating the Open Public Meetings Act.

Councilmember Peloza stated the Council has operated under the Study Session format for nearly two years. He is disappointed in the limited Study Session agenda process. He stated the Study Session process has weakened the City Council's depth and knowledge of City issues. He stated the Study Session process has denied the Council their legislative body power.

Councilmember Trout-Manuel stated she agrees the Council Committee way of business is better. She ran for office to be able to be a chair of a committee.

Councilmember Baggett stated he attended several committee meetings prior to being on Council. He said there was a lot of details and information resolved in the Council Committees prior to being presented to full Council. He said the Council should review the process.

Councilmember Holman stated he was disappointed in his fellow Councilmembers for the obvious prepared statements and discussing this issue privately. Councilmember Holman stated the existence of Council Committees started power struggles between the committees with staff in the middle. With the Study Session format, all Councilmembers hear the information at the same time. If Council feels they are not getting the information they want, it is because Council is not asking the questions. Councilmember Holman stated the previous Council Committee system was seniority based and Junior Councilmembers had less authority or ability to effect change. Councilmember Holman stated every Councilmember needs an equal voice.

Councilmember Peloza stated when he began his tenure on the Council, it took six years to become a chair of a Council Committee. Councilmembers need to work hard and earn a chair position. He stated the good ol' boys and girls have kept the City running over the years.

Councilmember DaCorsi noted when he joined the Council he was on two committees. Because he was on two committees, he could not have a conversation with another Councilmember as it was a violation of the Open Public Meetings Act. He felt he was a committee of three and not a Council of seven. He could not ask other Councilmembers questions to help with the

transition of becoming a Councilmember. He felt Council is at a disadvantage when members receive information from staff at different times.

Councilmember Wagner stated there will need to be more Study Sessions if the Council chooses to revert to Council Committees.

Mayor Backus stated Council is able to request and receive information at any time. Those topics that Councilmembers indicated were items for full Council discussion were brought before the full Council for consideration.

Councilmember Peloza called for the question.

MOTION CARRIED. 4-3 Councilmembers DaCorsi, Baggett and Holman voted no.

X. DISCUSSION ITEMS

A. Joint Council and Junior City Council Meeting

1. Homelessness (Hinman)
2. Parking (Snyder)
3. Distracted Driving (Lee)
4. Internet Availability (Haugan)
5. Heroin and Prescription Opiate Abuse (Stocker)

Homelessness

Director Hinman reviewed the recommendations of the Task Force on Homelessness. The Task Force on Homelessness provided 56 recommendations. Council and staff are working on implementing the recommendations. The City is currently actively working on 19 of the recommendations.

Junior City Council Chair Campbell asked how the City responds to homeless minors. Director Hinman stated the City first attempts to reunite the minor with family, if that is a safe and stable option. If not, staff tries to find services for that minor.

Junior City Councilmember Izquierdo stated Auburn High School has a high student homeless rate. He asked what the City doing to help students know what resources are available to them specifically. Director Hinman stated the City works very closely with the school district. The City first attempts to find housing for the student and their family and then helps with other issues that may arise.

Mayor Backus stated homelessness is an ongoing issue. It is the duty of the Mayor and Council to protect all citizens in Auburn. Rapid rehousing has a concern that many of the barriers to finding housing need to be lowered.

Director Hinman requested the Junior City Councilmembers review the recommendations and provide input to City staff.

Parking

Director Snyder stated the debate on parking has two sides: either there is not enough or there is too much parking. The two kinds of parking the City has control over are on-street parking and off-street commercial parking. Parking in the downtown area is difficult because there is more demand than supply. The City, property owners and businesses have to work together to come up with solutions that work for all parties.

Distracted Driving

Officer Jones played a video with distracted driving scenarios. He explained that in 2014 431,000 people were injured in motor vehicle accidents and 3,179 people were killed in distracted driving accidents. Distracted driving has the same effect on peoples driving as alcohol. Officer Jones reviewed ACC 10.12.410 referring to distracted driving. He encouraged everyone to take the pledge to not drive distracted.

Junior City Council Chair Campbell asked is the City has any plans to have a competition between the Auburn High Schools. Officer Jones stated that is an option they are looking into.

Junior City Councilmember Izquierdo asked if the Police Department has considered working with the local drivers education programs. Officer Jones stated the Police Department is working on setting up a partnership with the drivers education programs.

Councilmember Peloza asked if the video Officer Jones presented could be played on the City's Television Station 21.

Internet Availability

Assistant Director Riggs stated the Innovation and Technology Department has been working to expand the City's infrastructure to allow everyone to have the ability to have internet access.

Junior City Councilmember Cushing stated students are required to take tests online. Occasionally the Wi-Fi cuts out and tests cannot be completed. Assistant Director Riggs stated all students will hopefully have access to Wi-Fi in the future.

Councilmember Peloza asked for the the estimated costs for the pilot project. Assistant Director Riggs stated the pilot project will cost approximately $10,000.00.

Deputy Mayor Wales asked for the location of the pilot project. Assistant Director Riggs explained it is in the Mt. Baker Middle School area.

Mayor Backus explained due to the late hour and the scheduled Domestic Violence Awareness Vigil, the Council and Junior City Council will hear the Heroin and Opiate abuse discussion on another date.

XI. MAYOR AND COUNCILMEMBER REPORTS

At this time the Mayor and City Council may report on their significant City-related activities since the last regular Council meeting.

A. **From the Council**

Councilmember Holman moved and Councilmember DaCorsi seconded to suspend Council and Mayor Reports.

MOTION CARRIED UNANIMOUSLY. 6-0

B. **From the Mayor**

Due to time constraints, there was no report from Mayor Backus.

XII. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 7:58 p.m.

APPROVED this 17th day of October, 2016.

_____ _____

NANCY BACKUS, MAYOR Shawn Campbell, Deputy City Clerk

AGENDA BILL APPROVAL FORM

Agenda Subject:
Claims Vouchers

Date:
October 12, 2016

Department:
Finance

Attachments:
No Attachments Available

Budget Impact:
$0

Administrative Recommendation:

City Council approve the claims vouchers.

Background Summary:

Claims voucher numbers 440915 through 441128 in the amount of $3,684,614.19 and four wire transfers in the amount of $3,894.63 and dated October 17, 2016

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: October 17, 2016

Item Number: CA.B

AGENDA BILL APPROVAL FORM

Agenda Subject:
Payroll Vouchers

Date:
October 12, 2016

Department:
Finance

Attachments:
No Attachments Available

Budget Impact:
$0

Administrative Recommendation:

City Council approve payroll vouchers.

Background Summary:

Payroll check numbers 536774 through 536813 in the amount of $565,088.16 and electronic deposit transmissions in the amount of $1,429,179.17 for a grand total of $1,994,267.33 for the period covering September 29, 2016 to October 12, 2016.

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: October 17, 2016

Item Number: CA.C

AGENDA BILL APPROVAL FORM

Agenda Subject:
Public Works Project No. CP1411

Date:
October 10, 2016

Department:
CD & PW

Attachments:
Budget Status Sheet
Final Pay Estimate No. 3
Vicinity Map

Budget Impact:
$0

Administrative Recommendation:

City Council approve Final Pay Estimate No. 3 to Contract No. 16-14 in the amount of $57,988.67 and accept construction of Project No. CP1411, Muckleshoot Indian Tribe Master Meters.

Background Summary:

This project isolated the Muckleshoot Indian Tribe (MIT) Casino's onsite water system from the City's public water system by installing two master meter vaults with backflow assembly enclosures at the MIT Casino site located at 2600 Auburn Way South and disconnecting three existing water mains nearby.

Note that the format of the final pay estimate document has changed from previous final pay documents because they are now being created using E-Builder, the City's project management software. The first page of the document summarizes the overall amount earned, retained, and paid to the Contractor while the remaining pages provide a detailed breakdown of payment items, estimated and actual quantities.

A project budget contingency of $57,692.00 remains in the 460 Water Fund.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: October 17, 2016

Item Number: CA.D

BUDGET STATUS SHEET

Project No: CP1411	Project Title: Muckleshoot Indian Tribe Master Meters

Project Manager: Matthew Larson

Initiation Date: 9/14/2014
Advertisement Date: 5/24/2016
Award Date: 6/20/2016

- ◯ **100% Design Cost**
- ◯ **Permission to Advertise**
- ◯ **Contract Award**
- ◯ **Change Order Approval**
- ◉ **Contract Final Acceptance**

Date: October 5, 2016

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

Funds Budgeted (Funds Available)

Funding	Prior Years	2015 (Actual)	2016	Future Years	Total
460 Fund - Water Repair and Replacements	4,419	18,410	523,170		546,000 0
Total	4,419	18,410	523,170	0	546,000

Estimated Cost (Funds Needed)

Activity	Prior Years	2015 (Actual)	2016	Future Years	Total
Design Engineering - City Costs	4,419	18,410	42,207		65,037
Construction - Contract			396,496		396,496
Line Item Changes			(28,193)		(28,193)
City Procured Constuction Materials			24,968		24,968
Construction Engineering - City Costs			30,000		30,000
Total	4,419	18,410	465,478		488,308

460 Water Budget Status

	Prior Years	2015 (Actual)	2016	Future Years	Total
*460 Funds Budgeted ( )	(4,419)	(18,410)	(523,170)	0	(546,000)
460 Funds Needed	4,419	18,410	465,478	0	488,308
***460 Fund Project Contingency ( )**	**0**	**0**	**(57,692)**	**0**	**(57,692)**
460 Funds Required	**0**	**0**	**0**	**0**	**0**

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

Construction Contract Final Payment
No. 16-14/#3

Project Name: Muckleshoot Indian Tribe Master Meters
Date: 9/27/16

To Contractor:
A Advanced Septic Services

Project Number: CP1411

Contract # 16-14
Status: Approved
Pay Period: 08.21.2016 - 10.03.2016
Retainage Option: City Held

Cost Summary

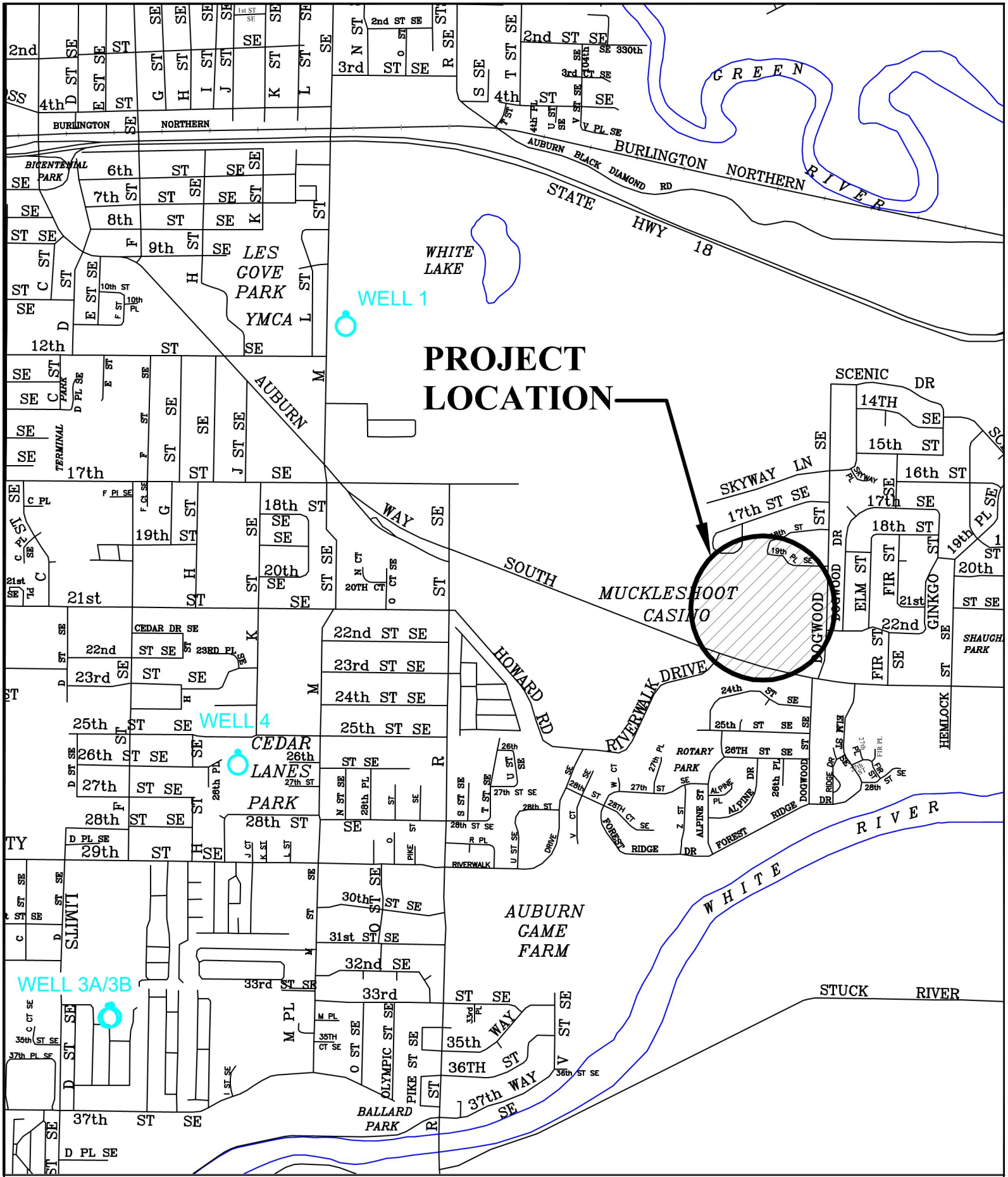
Original Contract Value (A):	$396,496.00
Contract Change Orders (B):	$ 0.00
Current Contract Value (A+B):	**$396,496.00**
Amount Earned to Date (C):	$368,302.56
Amount Previously Invoiced Including Retainage (D):	$310,313.89
Amount Earned this Period Including Retainage (C-D):	**$57,988.67**
Previous Retainage Amount Held (E):	$16,817.51
Current Period Retainage Amount (F):	$2,647.90
Total Retainage Held (E+F):	**$16,817.51**
Progress Payment Amount Less Retainage (C-D-F) :	**$55,340.77**
Percentage Complete	92.89 %

By signing below, the Contractor agrees and affirms to the following: "I have reviewed and approved this final pay estimate. I agree that it is a true and correct statement showing all monies due me from the City of Auburn under this contract; that I have carefully examined the final pay estimate and understand it and that I hereby release the City of Auburn from any and all claims of whatsoever nature which I may have, arising out of this contract, which are not set forth in this estimate."

Contractor:	Inspector:	Project Manager:	City Engineer:
By: Joshua Garcia	By: David B. Rosell	By: MATTHEW LARSON	By:
Signed:	Signature: David B. Rosell	Signature:	Signature:
Date: 10-5-16	Date: 10-5-16	Date: 10/5/2016	Date:

ITEM NO.	SCHEDULE	ITEM DESCRIPTION	UNITS	CONTRACT		THIS PERIOD		VALUE OF MATERIALS STORED	TOTAL		% EST. QTY.
				UNIT COST	QUANTITY	QUANTITY	COST		TOTAL QUANTITY	TOTAL COST	
001	A	Minor Changes	EqAdj	$9,500.00	1.00	0.7905	$7,509.70	$ 0.00	0.7905	$7,509.70	79.05
002	A	SPCC Plan	LS	$ 600.00	1.00	0.0000	$ 0.00	$ 0.00	1.0000	$ 600.00	100
003	A	Utility Potholing	EA	$ 640.00	5.00	0.0000	$ 0.00	$ 0.00	8.0000	$5,120.00	160.0
004	A	Mobilization	LS	$24,000.00	1.00	0.0000	$ 0.00	$ 0.00	1.0000	$24,000.00	100
005	A	Construction Site Sign(s)	EA	$ 550.00	2.00	0.0000	$ 0.00	$ 0.00	2.0000	$1,100.00	100
006	A	Trafic Control Supervisor	LS	$6,500.00	1.00	0.0000	$ 0.00	$ 0.00	1.0000	$6,500.00	100
007	A	Traffic Control Labor - Flagging (Min. Bid $38.00 per hour)	HR	$ 65.00	200.00	5.5000	$ 357.50	$ 0.00	103.5000	$6,727.50	51.75
008	A	Sequential Arrow Sign	DY	$ 280.00	11.00	0.0000	$ 0.00	$ 0.00	6.0000	$1,680.00	54.55
009	A	Clearing and Grubbing	LS	$3,050.00	1.00	0.0000	$ 0.00	$ 0.00	1.0000	$3,050.00	100
010	A	Removal of Structures and Obstructions	LS	$3,000.00	1.00	0.0000	$ 0.00	$ 0.00	1.0000	$3,000.00	100
011	A	Removal of Concrete or Asphalt Pavement	SY	$ 90.00	110.00	10.0000	$ 900.00	$ 0.00	68.1300	$6,131.70	61.94
012	A	Remove Cement Concrete Flat Work	SY	$ 90.00	38.00	0.0000	$ 0.00	$ 0.00	32.4000	$2,916.00	85.26
013	A	Remove Cement Concrete Curb	LF	$ 25.00	28.00	64.7000	$1,617.50	$ 0.00	97.3000	$2,432.50	347.50
014	A	Shoring and Extra Excavation Class B	SF	$ 2.40	1,522.00	0.0000	$ 0.00	$ 0.00	741.0100	$1,778.42	48.69
015	A	Crushed Surfacing Top Course	TN	$ 76.00	30.00	0.0000	$ 0.00	$ 0.00	6.1500	$ 467.40	20.50
016	A	Crushed Surfacing Base Course	TN	$ 76.00	7.00	0.0000	$ 0.00	$ 0.00	0.0000	$ 0.00	0
017	A	Asphalt Cold Patch	TN	$ 159.00	10.00	0.0000	$ 0.00	$ 0.00	18.2800	$2,906.52	182.80
018	A	Commercial HMA	TN	$ 300.00	40.00	4.5000	$1,350.00	$ 0.00	8.5000	$2,550.00	21.25
019	A	Pipe Foundation Material	TN	$ 99.00	18.00	0.0000	$ 0.00	$ 0.00	0.0000	$ 0.00	0
020	A	Select Pipe Trench Backfill	TN	$ 57.00	116.00	42.6700	$2,432.19	$ 0.00	185.9200	$10,597.44	160.28
021	A	Controlled Density Fill (CDF) for Filling Pipe	CY	$ 195.00	2.00	0.0000	$ 0.00	$ 0.00	0.0000	$ 0.00	0
022	A	Connect to Existing Water Main	EA	$ 559.00	2.00	0.0000	$ 0.00	$ 0.00	2.0000	$1,118.00	100
023	A	Disconnect from Existing Water Main	EA	$1,900.00	5.00	0.0000	$ 0.00	$ 0.00	5.0000	$9,500.00	100
024	A	Meter Replacement Spool Piece	EA	$ 880.00	6.00	1.0000	$ 880.00	$ 0.00	6.0000	$5,280.00	100
025	A	Special Class 52 Ductile Iron Pipe for Water Main, 8-inch Diameter	LF	$ 105.00	140.00	0.0000	$ 0.00	$ 0.00	137.3500	$14,421.75	98.11
026	A	2-inch Blowoff Assemby	EA	$4,000.00	1.00	0.0000	$ 0.00	$ 0.00	1.0000	$4,000.00	100
027	A	Gate Valve, 8-inch Diameter*	EA	$1,200.00	8.00	0.0000	$ 0.00	$ 0.00	8.0000	$9,600.00	100
028	A	Tapping Sleeve and Valve Assembly (10x10x8 inch)	EA	$6,340.00	1.00	0.0000	$ 0.00	$ 0.00	1.0000	$6,340.00	100
029	A	Tapping Sleeve and Valve	EA	$6,930.00	2.00	0.0000	$ 0.00	$ 0.00	2.0000	$13,860.00	100

ITEM NO.	SCHEDULE	ITEM DESCRIPTION	UNITS	CONTRACT		THIS PERIOD		VALUE OF MATERIALS STORED	TOTAL		% EST. QTY.
				UNIT COST	QUANTITY	QUANTITY	COST		TOTAL QUANTITY	TOTAL COST	
		Assembly (14x14x8 inch)									
030	A	Temporary Water Pollution / Erosion Control	EqAdj	$1,500.00	1.00	0.0000	$ 0.00	$ 0.00	0.0000	$ 0.00	0
031	A	TESC Plan	LS	$ 500.00	1.00	0.0000	$ 0.00	$ 0.00	1.0000	$ 500.00	100
032	A	Inlet Protection	EA	$ 75.00	3.00	0.0000	$ 0.00	$ 0.00	3.0000	$ 225.00	100
033	A	Miscellaneous Roadside Restoration	EqAdj	$3,500.00	1.00	0.0000	$ 0.00	$ 0.00	0.0000	$ 0.00	0
034	A	Modify Automatic Irrigation System Complete	LS	$4,000.00	1.00	0.0000	$ 0.00	$ 0.00	1.0000	$4,000.00	100
035	A	Extruded Cement Concrete Curb Type 6	LF	$ 11.50	90.00	89.2000	$1,025.80	$ 0.00	89.2000	$1,025.80	99.11
036	A	HMA Traffic Curb and Gutter	LF	$ 11.50	35.00	0.0000	$ 0.00	$ 0.00	16.0000	$ 184.00	45.71
037	A	Cement Concrete Sidewalk	SY	$ 99.00	15.00	15.0000	$1,485.00	$ 0.00	15.0000	$1,485.00	100
038	A	HMA Sidewalk	SY	$ 123.00	24.00	0.0000	$ 0.00	$ 0.00	33.6800	$4,142.64	140.33
039	A	Paint Line	LF	$ 5.85	10.00	0.0000	$ 0.00	$ 0.00	0.0000	$ 0.00	0
040	A	Plastic Crosswalk Stripe and Stop Bar (24 inch wide)	LF	$ 27.60	20.00	0.0000	$ 0.00	$ 0.00	0.0000	$ 0.00	0
041	A	Water Meter and Vault Western Complete	LS	$63,000.00	1.00	0.1000	$6,300.00	$ 0.00	1.0000	$63,000.00	100
042	A	Water Meter and Vault Eastern Complete	LS	$63,000.00	1.00	0.1000	$6,300.00	$ 0.00	1.0000	$63,000.00	100
043	A	Reduced Pressure Backflow Assembly Western Complete	LS	$22,800.00	1.00	0.5000	$11,400.00	$ 0.00	1.0000	$22,800.00	100
044	A	Reduced Pressure Backflow Assembly Eastern Complete	LS	$22,800.00	1.00	0.5000	$11,400.00	$ 0.00	1.0000	$22,800.00	100
5001	A	Sales Tax	LS	$34,399.20	1.00	0.0000	$5,030.98	$ 0.00	0.0000	$31,953.19	92.89
A		ROW LEFT INTENTIONALLY BLANK									



MUCKLESHOOT INDIAN TRIBE MASTER METERS

CITY OF AUBURN WASHINGTON

VICINITY MAP

APRIL 2016

NOT TO SCALE

AGENDA BILL APPROVAL FORM

Agenda Subject:
Call for Public Hearing on Preliminary 2017-2018 Biennial Budget

Date:
October 11, 2016

Department:
Finance

Attachments:
No Attachments Available

Budget Impact:
$0

Administrative Recommendation:

City Council to call for a public hearing to be held November 7, 2016, to receive public comments and suggestions with regard to development of the preliminary 2017-2018 Biennial Budget.

Background Summary:

This is the second public hearing held concerning the preliminary 2017-2018 Biennial Budget. This provides an opportunity for any citizens to make comments or suggestions on the preliminary budget. A third and final public hearing will be held prior to the adoption of the biennial budget

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: October 17, 2016

Item Number: CA.E

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6617

Date:
October 12, 2016

Department:
Public Works

Attachments:
Ordinance No. 6617

Budget Impact:
$0

Administrative Recommendation:

City Council adopt Ordinance No. 6617.

Background Summary:

Ordinance No. 6617 authorizes modifications in the City of Auburn's municipal code to make Low Impact Development (LID) principles and best management practices (BMPs) the preferred and commonly-used approach to new development, redevelopment, and construction site activities. These changes are in accordance with the requirements of the City's National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit.

Discussions were held with the Planning Commission on June 21, July 19, and August 16, 2016, along with public hearings conducted on July 19 and August 16. Public comment was received by King Snohomish Master Builders Association, Pierce County Master Builders Association, and Puget Soundkeepers. On August 16, 2016 the Planning Commission deliberated and voted on a recommendation to adopt the proposed modifications to Auburn City Code, as summarized below:

ACC 12.04 Public Works Construction

- Recommend revisions to **12.04.010 B(2)** to establish the 2014 Department of Ecology Stormwater Management Manual for Western Washington (DOE SWMMWW) https://fortress.wa.gov/ecy/publications/summarypages/1410055.html, and Supplemental Manual for use within the City of Auburn, as the City's Surface Water Management Manual (SWMM).

A presentation to the City Council on the DOE SWMMWW and the Supplemental Manual is scheduled for the October 10, 2016 study session.

ACC 13.41 Utility Systems Development Charge

- Recommend that the System Development Charge (SDC) credit for the use of LID in **13.41.050 (B)** is eliminated. Current City Code provides a System Development Charge (SDC) credit of up to 70% to encourage the use of LID. Since consideration of LID is shifting from voluntary to mandatory beginning in 2017, this is no longer needed.
- Recommend removal of LID definition in **13.41.010 (E)**; the term is eliminated from this chapter with the revision above, and is defined adequately in other chapters.

ACC 13.48 Storm Drainage Utility

- Recommend revision of Purpose in **13.48.005** to better describe the goals of the Storm Utility, including: regulatory compliance; protection of property and surface water bodies; and provisions for maintenance, planning, collection of utility rates, and enforcement.
- Recommend modifying **13.48.005 C** from “promote LID...as appropriate” to “require LID…where feasible”.
- Recommend revision and adding definitions in 13.48.010 relative to LID and the update of the City’s SWMM.
- Recommend adding to **13.48.180** to provide authority to establish necessary recorded instrument that defines location of required storm BMPs and maintenance obligations.
- Recommend revisions to **13.48.225** to conform with updates to Ecology’s Minimum Requirements and require the use of LID principles and BMPs per the DOE SWMMWW.
- Recommend revision to **13.48.230 B** to change “impervious” to “hard” surfaces to match new DOE definitions and requirements.
- Recommend adding section **13.48.425** Low Impact Development in Ground Water Protection Areas to protect ground water sources of drinking water in Ground Water Protection Zones defined in ACC 16.10.080 by not allowing the use of LID infiltration facilities that collect runoff from pollution-generating surfaces without also including enhanced treatment.
- Recommend adding sections **13.48.245 Permit – Application,13.48.246Permit – Approval**, and **13.48.247Permit - Revocation** to establish code requirements for storm drainage permits.

ACC 15.74 Land Clearing, Filling and Grading

- Recommend revision of Intent in **15.74.010** to require implementation of LID principles for land clearing, filling, and grading activities.

- Recommend revision of Scope in **15.74.020** to require that all land disturbing activities meet the provisions of ACC 13.48, including meeting standard LID requirements where applicable.
- Recommend revision of Exemptions in **15.74.050** to clarify that other sections of the Auburn City Code will still apply to activities exempted from the requirements of this specific chapter.

ACC 17.02 General Provisions

- Recommend revision of Purpose in **17.02.030** to incorporate consideration of LID principles into subdivision layouts.

ACC 17.09 Short Subdivisions

- Recommend revision of **17.09.050 D(2)** and **K** to include consideration of LID principles in storm drainage/site grading plans for short subdivisions and addition of requirement to notify individual property owners of location, responsibilities, and requirements related to LID stormwater management facilities.

ACC 17.10 Preliminary Subdivisions

- Recommend addition of **17.10.020 D(4e.i)** and **(4e.ii)** to require identification of location and maintenance responsibilities for proposed LID facilities in preliminary plat applications.
- Recommend addition of **17.10.070 H** to include consideration of LID principles in preliminary plat findings of fact.

ACC 17.12 Final Subdivisions

- Recommend addition of **17.12.010 D(17)** to require notification of individual property owners and/or associations of the location, responsibilities, and requirements associated with LID and stormwater management facilities in final plat documents.

ACC 18.50 Landscaping and Screening

- Recommend expanding Intent in **18.50.010** to include LID principle of using landscaping to disconnect impervious surfaces.
- Recommend expanding Applicability in **18.50.020** to specifically exclude single-family and duplex units on existing lots located within subdivisions.
- Recommend adding **18.50.040 A(5)** to allow LID facilities to be included in minimum landscaping requirements.

- Recommend revision to Notes for **Table 18.50.040(A)** to include preference for the LID design principles of preserving native coniferous vegetation and planting of native plant species.
- Recommend revision to **18.50.040 C(1)**, **(1a)**, and **(1c)** to include LID principles in Landscape Design.
- Recommend revision to **18.50.040 C(4)** to allow the use of bumper blocks in parking lot landscaping when used as part of a LID design.

This version of the Ordinance varies from the prior version in that the language related to Cluster Subdivisions (Chapter 17.26 ACC) has been deleted – and would be unchanged. The issues related to Cluster Subdivisions may be reviewed for possible modification separately at a later time.

Reviewed by Council Committees:

Councilmember:		**Staff:**	Snyder
Meeting Date:	October 17, 2016	**Item Number:**	ORD.A

ORDINANCE NO. 6617

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, CREATING NEW SECTIONS 13.48.245, 13.48.246, 13.48.247 AND 13.48.425 OF THE CITY CODE, AND AMENDING SECTIONS 12.04 010, 13.41.010, 13.41 050, 13.48.005, 13.48.010, 13.48.110, 13.48.180, 13.48.225, 13.48.230, 13.48.240, 13.48.250, 13.48.420, 13.48.440, 15.74.010, 15.74 020, 15 74.050, 17.02.030, 17.09.050, 17 09.070, 17 10.020, 17 10.070, 17 10 120, 17 12.010, 18.50.010 AND 18.50.040 OF THE CITY CODE RELATING TO LOW IMPACT DEVELOPMENT

WHEREAS, in connection with its storm drainage programs, the City of Auburn, Washington, has a National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit ("Permit"); and

WHEREAS, the requirements of this Permit include meeting requirements mandated by the Washington State Department of Ecology (DOE) to make Low Impact Development (LID) principles and best management practices (BMPs) the preferred and commonly-used approach to new development, redevelopment, and construction site activities; and

WHEREAS, LID includes land planning and engineering design approaches intended to reduce stormwater runoff by using on-site natural features and distributed stormwater management practices to mimic pre-disturbance hydrologic processes and protect water quality; and

WHEREAS, the NPDES Permit specifically requires the City of Auburn to comply with Special Condition S5.C 4.a by implementing an ordinance or other enforceable mechanism to address runoff from new development, redevelopment, and construction

site activities that includes the minimum requirements, thresholds, and definitions in Appendix 1 of the City's Permit; and

WHEREAS, the City can demonstrate that its criteria and requirements will protect water quality, reduce the discharge of pollutants to the Maximum Extent Practicable (MEP), and satisfy State of Washington All Known, Available, And Reasonable Treatment (AKART) requirements by adopting DOE's Stormwater Management Manual for Western Washington (DOE SWMMWW); and

WHEREAS, this requirement can be met by amending Section 12.04 010.B.2 of the Auburn City Code (ACC), establishing the 2014 DOE SWMMWW and City of Auburn Supplemental Manual as the City's Surface Water Management Manual (SWMM); and

WHEREAS, the NPDES Permit specifically requires the City of Auburn to comply with Special Condition S5 C 4 f.i, which requires the City to review, revise and make effective its local development related codes, rules, standards, or other enforceable documents to incorporate and require LID principles and BMPs no later than December 31, 2016, where such revisions make LID the preferred and commonly-used approach to site development by minimizing impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations; and

WHEREAS, the City has conducted a thorough review and revision gap analysis process of its local development related codes, rules, standards, or other enforceable documents, as outlined in the document "*Integrating LID into Local Codes: A Guidebook for Local Governments*" (Puget Sound Partnership, 2012), the results of which have

been documented in a series of spreadsheets covering the *Guidebook*'s main topics, including following:

Site Planning and Assessment;
Healthy Soils,
Landscaping,
Native Vegetation and Street Landscaping;
Hard and Impervious Surfaces;
Bulk and Dimensional Considerations;
Clearing and Grading;
Streets and Roads;
Parking;
Design Guidelines and Standards;
Stormwater Management and Maintenance;
Subdivision and Planned Unit Development; and
Critical Areas and Shoreline Management;

and

WHEREAS, it is appropriate to incorporate these considerations into the City's annual stormwater report to be submitted to DOE by March 31, 2017, as required in Special Condition S5.C.4.f.ii; and

WHEREAS, it is also appropriate for the City to meet its NPDES Permit Special Conditions by revising and updating the provisions of the pertinent sections of the City Code.

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

Section 1. New Section to City Code. That a new Section 13.48.245 of the Auburn City Code be, and the same hereby is created to read as follows:

13.48.245 Permit – Application.

Any owner or authorized agent who intends to initiate a new development or redevelopment project involving the activities in ACC 13.48.240 shall first make an application to the city and obtain the required permit for the work. Applications shall be prepared by a professional civil engineer licensed by the state of Washington and shall conform to the city's design standards and SWMM per Chapter 12.04 The city engineer shall have the authority to accept an application not prepared by a licensed professional civil engineer if the city engineer

determines the scope of the project is such that a detailed set of plans is not required. An application for a storm drainage permit shall be applied for, and where possible, processed concurrently with any other necessary permits or approvals.

Section 2. New Section to City Code. That a new Section 13.48.246 of the Auburn City Code be, and the same hereby is created to read as follows:

13.48.246 Permit – Approval.

The city engineer shall have the authority to approve, modify, approve with conditions, or deny the permit in accordance with the intended purposes of ACC 13.48.005. The city engineer shall also have the authority to determine the time frame when the new development or redevelopment project shall commence, when the project is to be completed, designated haul routes, seasonal and weather restrictions, and hours of operation.

Section 3. New Section to City Code. That a new Section 13.48.247 of the Auburn City Code be, and the same hereby is created to read as follows:

13.48.247 Permit – Revocation.

Failure of the property owner and/or permittee to comply with any or all of the provisions of this chapter or any or all provisions of a storm drainage permit, including, but not limited to, the Stormwater Site Plan and the Operations and Maintenance Plan may cause the city engineer to revoke the permit. If the permit is revoked, all operations shall cease until such time that the noncompliance is corrected.

Section 4. New Section to City Code. That a new Section 13.48.425 of the Auburn City Code be, and the same hereby is created to read as follows:

13.48.425 Low Impact Development in Ground Water Protection Areas.

The city of Auburn has designated Ground Water Protection Areas (also known as "Zones") in conformance with the requirements of Section 16.10.080.(F) of the city code. To protect ground water sources of supply, LID facilities that include infiltration of runoff from pollution-generating surfaces shall not be allowed without enhanced treatment within Ground Water Protection Zones 1 and 2.

Section 5. Amendment to City Code. That Section 12.04 010 of the Auburn City Code be and the same hereby is amended to read as follows:

12.04.010 Adoption of engineering construction standards and engineering design standards.

A. Adopted – Engineering Construction Standards. The engineering construction standards include the following documents and manuals which are herein referred to as the "engineering construction standards" and are adopted by reference:

1 The Standard Plans (M21-01) for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation, the latest publication and amendments

thereto, as determined appropriate for city infrastructure by the city engineer and for conformance with adopted city engineering design standards.

2. The Standard Specifications for Road, Bridge and Municipal Construction, the latest (English) edition publication and amendments thereto as issued by the Washington State Department of Transportation as supplemented and amended through special provisions by the city engineer for specific construction applications and for conformance with adopted city engineering design standards.

3. The City of Auburn Engineering Standard Details, a manual of specific plans or drawings developed and adopted by the city of Auburn department of public works which show frequently recurring components of work that have been standardized for repetitive use, as supplemented and amended by the city engineer for specific construction applications and for conformance with adopted city engineering design standards.

B. Adopted – Engineering Design Standards. The engineering design standards as approved, supplemented and amended by the city engineer for specific design applications and in consultation with the city council on policy issues or broad citywide implications shall include the following documents and manuals which are herein referred to as the "engineering design standards" and are adopted by reference:

1 A manual of specific engineering design requirements which shows frequently recurring public transportation and utility infrastructure standards.

2. The City of Auburn Surface Water Management Manual (SWMM) which is the ~~2008 City of Tacoma Surface Water Management Manual as amended~~ 2014 Department of Ecology Stormwater Management Manual for Western Washington and its Supplemental Manual, for use in the city of Auburn. The SWMM is a manual of specific requirements related to storm drainage management.

C. Adopted – Highway Access Management. Chapter 468-52 WAC, Highway Access Management – Access Control Classification System and Standards, and amendments thereto, with the exception of WAC 468-52-060 and 468-52-070, is adopted by reference with the following amendments:

1 All references to the "Department" shall be changed to "city of Auburn."

2. All references to Chapter 468-51 WAC or sections thereof shall be changed to "City of Auburn Engineering Design Standards." (Ord. 6532 § 14, 2014, Ord. 6283 § 1, 2009; Ord. 6258 § 1, 2009; Ord. 6157 § 1, 2008; Ord. 5042 § 1 (Exh. B), 1998.)

Section 6. Amendment to City Code. That Section 13.41.010 of the Auburn City Code be and the same hereby is amended to read as follows:

13.41.010 Definitions.

As used in this chapter, unless the context otherwise requires:

A. "Capacity facilities" includes but is not limited to:

1 Water system infrastructure including: water sources, treatment facilities, interties, pump stations, pressure reducing stations, standby generators, reservoirs, distribution, and transmission mains and appurtenances needed for distribution, fire protection and pressure.

2. Sanitary sewer system infrastructure including: lift stations, standby generators, force mains, conveyance lines and appurtenances needed to collect and transport sewage for treatment and disposal or to eliminate a storm and sanitary sewer cross connection.

3. Storm drainage system infrastructure including: pump stations, standby generators, storage facilities, water quality facilities, stream, creek or river improvements and conveyance lines needed to collect, transport and dispose of storm drainage, eliminate storm and sanitary

sewer cross connections, eliminate storm and surface water flooding and water quality problems, and treatment and disposal facilities.

B. ~~"Impervious surface, for the purpose of calculating a system development charge and only as it pertains to this chapter, means a hard surface area that prevents the entry of water into the soil mantle. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, concrete or asphalt paving. Open, uncovered, retention/detention facilities shall not be considered as impervious surfaces for the purpose of SDC fee calculation.~~"Parcel, non-single-family" means any parcel of developed land other than single-family or two-family (duplex) residential.~~.~~

C. "Utility systems development charge" is a charge imposed on new customers, or existing customers revising use of their property, in recognition of the previous investment of the city and its customers in the utility systems.

~~D. "Parcel, non-single-family mea ns any parcel of developed land other than single-family or two-family (duplex) residential.~~

~~E. "Low impact development (LI D) " mea ns a storm water management and land development strategy that emphasizes conservation and use of on-site natural features integrated with engineered, small-scale hydrologic controls to more closely mimic predevelopment hydrologic functions. Common LID designs include, but are not limited to, bioretention areas, vegetated rooftops, porous asphalt pavement and porous concrete as designed in accordance with the City of Auburn Surface Water Management Manual and 2005 Low Impact Technical Guidance Manual for Puget Sound published by the Puget Sound Action Team or most recent update.~~ (Ord. 6391 § 1, 2011, Ord. 6341 § 1, 2011, Ord. 6283 § 2, 2009; Ord. 5801 § 1, 2003; Ord. 4830 § 1, 1996; Ord. 4479 § 2, 1990; Ord. 3510 § 2, 1980.)

Section 7. Amendment to City Code. That Section 13.41.050 of the Auburn City Code be and the same hereby is amended to read as follows:

13.41.050 Credits.

All system development charge credits shall be documented in writing as negotiated between the land developer and the city engineer

~~A.~~ If a developer provides a capacity facility that benefits other properties as identified within the appropriate utility comprehensive plan, a systems development charge credit may be granted under the provisions of this chapter

~~B. If a developer of any non-single-family parcel development, as defined in ACC 13.41.010(D), provides low impact development (LID) facilities, as defined in ACC 13.41.010(E), to manage on-site storm water then a credit shall be granted of up to 70 percent of the total amount of the system development charge. The credit amount is equal to the ratio (expressed as a percentage) of the total impervious surface area managed by LID to the total area of impervious surface of the development.~~ (Ord. 6391 § 1, 2011, Ord. 6341 § 1, 2011, Ord. 5801 § 1, 2003; Ord. 4830 § 1, 1996; Ord. 4479 § 2, 1990; Ord. 3510 § 5, 1980.)

Section 8. Amendment to City Code. That Section 13.48.005 of the Auburn City Code be and the same hereby is amended to read as follows:

13.48.005 Purpose.

The city has determined that a storm drainage utility and associated regulations ~~will avoid the creation of public nuisances that would occur without such utility and regulations, and~~

~~promote the public health, safety and general welfare of the citizens of Auburn. Public nuisances would consist of:~~ are necessary to protect the public health, safety, and general welfare of the citizens of Auburn, promote sound development policies and construction procedures which respect and preserve the city s natural resources; and prevent the creation of public nuisances that would occur without such utility and regulations. The purpose of the storm drainage utility is to:

~~A. Water inundated property, both public and private;~~

~~B. Uncontrolled volume increase, rate, or contaminated load of runoff;~~

~~C. Degradation of existing water resources such as creeks, streams, rivers, ponds, lakes, groundwater, and other water bodies;~~

~~D. Degradation of water used for contact recreation, aquatic habitat, and aesthetic quality;~~

~~E. Jeopardy to the city's compliance with federal flood insurance programs;~~

~~F. Jeopardy to the city s compliance with the NPDES Western Washington Phase II Municipal Stormwater Permit.~~

A. Maintain the city's compliance with the National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit;

B. Maintain the city's compliance with federal flood insurance programs;

C. Require the integration of Low Impact Development policies, procedures, and BMPs into the city's stormwater infrastructure **where feasible**.

D. Control and prevent the flooding of property, both public and private,

E. Manage uncontrolled volume increase, rate, or contaminated load of runoff;

F. Maintain and protect existing water resources such as creeks, streams, rivers, ponds, lakes, groundwater, and other water bodies;

G. Maintain and protect water used for contact recreation, aquatic habitat, and aesthetic quality.

H. Provide for the planning, security, design, construction, use, maintenance, repair and inspection of the storm and surface water system;

I. Protect the functions and values of critical areas as required under the State's Growth Management Act and Shoreline Management Act;

J. Provide for enforcement of the provisions of this code, the engineering construction standards and the engineering design standards per ACC 12.04, and related city manuals and code provisions,

K. Establish rates and charges that provide a method of payment of all or any part of the cost and expense of maintaining and operating stormwater control facilities; all or any part of the cost and expense of planning, designing, establishing, acquiring, developing, constructing and improving stormwater control facilities, or all or any portion of any issue of general obligation or revenue bonds issued for such purpose. (Ord. 6251 § 1, 2009; Ord. 5853 § 1, 2004, Ord. 5212 § 1 (Exh. J), 1999; Ord. 4776 § 1, 1995.)

Section 9. Amendment to City Code. That Section 13.48.010 of the Auburn City Code be and the same hereby is amended to read as follows:

13.48.010 Definitions.

The following words when used in this chapter shall have the following meanings. Where ambiguity exists, technical words or phrases shall be interpreted in accordance with the city's surface water management manual; nontechnical words or phrases will be given their dictionary meaning.

A. "Base rate" means the monthly charge for service from the storm drainage utility to recover costs incurred by the utility such as administrative, billing and collection.

B. "Best management practices (BMPs)" means the schedules of activities, prohibitions of practices, maintenance procedures and structural and/or managerial practices that, when used singly or in combination, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington State.

C. "Charge in lieu of assessment" means a charge made by the city on property which has not previously participated in the cost of a public storm drainage line directly serving the property

D ~~"City of Auburn engineering design and construction standards means the requirements adopted under Chapter 12.04 ACC for storm drainage, sanitary sewer, transportation, and water facility design and construction.~~ "Connection" means the connection of all storm drainage disposal lines and flow from contributing surface area from all development on a property to a public or private storm drainage system.

E. "Detention" means the temporary storage of storm and surface water runoff with provisions for the controlled off-site surface release of the stored water

F "Director" means the director of community development and public works ~~director~~ of the city of Auburn or designee.

G. "Emerging technology" means water quality treatment technologies that are currently being evaluated for performance.

H. "Engineering construction standards and engineering design standards" means the requirements adopted under Chapter 12.04 ACC for storm drainage, sanitary sewer, transportation, and water facility design and construction.

I. "Equivalent service unit (ESU)" means a configuration of development or impervious surfaces 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. One ESU is equal to 2,600 square feet of impervious surface area or any portion thereof.

J "Hard Surface" means an impervious surface, a permeable pavement, or a vegetated roof.

K "Illicit connection" means any manmade conveyance that is connected to a municipal separate storm sewer without a permit, excluding roof drains and other similar type connections. Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the municipal separate storm sewer system.

JL. "Illicit discharge" means any discharge to a municipal separate storm sewer that is not composed entirely of storm water except discharges pursuant to a NPDES permit (other than the NPDES permit for discharges from the municipal separate storm sewer) and discharges resulting from firefighting activities.

KM. "Impervious surface" means a hard surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development. Impervious surface also means ~~A~~ a hard surface area which causes water to run off in greater quantities or at an increased rate of flow from the flow under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots, storage areas, standard Portland cement concrete (PCC) or asphalt cement concrete (AC) paving, gravel roads, packed earthen materials, and oiled macadam or other surfaces which similarly impede the natural infiltration of storm water Open, uncovered, retention/detention facilities shall not be considered as impervious surfaces for the purpose of determining whether the thresholds for application of minimum requirements are exceeded. Open, uncovered retention/detention facilities shall be considered impervious surfaces for purposes of runoff modeling.

~~L~~N. "Land disturbing activity" means any activity that results in movement of earth, or a change in the existing soil cover (both vegetative and nonvegetative) and/or the existing soil topography Land disturbing activities include, but are not limited to, clearing, grading, filling, and excavation. Compaction that is associated with stabilization of structures and road construction shall also be considered land disturbing activity Vegetation maintenance practices are not considered land disturbing activity

~~M~~O. "Low impact development (LID)" means a storm water management and land development strategy applied at the parcel and subdivision scale that emphasizes conservation and use of on-site natural features integrated with engineered, small-scale hydrologic controls to more closely mimic predevelopment hydrologic functions.

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

~~O~~Q. "New development" means land disturbing activities, including Class IV – general forest practices that are conversions from timber land to other uses; structural development, including construction or installation of a building or other structure; creation of ~~impervious~~ hard surfaces; and subdivision, short subdivision and binding site plans, as defined and applied in Chapter 58.17 RCW Projects meeting the definition of redevelopment shall not be considered new development.

~~P~~R. "Parcel" means the smallest separately segregated unit or plot of land having an identified owner, boundaries, and surface area which is documented for tax purpose and given a tax lot number by the appropriate county assessor for the county in which the parcel is sited.

~~Q~~S "Parcel, developed" means any parcel which has been altered by grading or filling of the ground surface, or by construction of any improvements or other ~~impervious~~ hard surface.

~~R~~T "Parcel, non-single-family" means any parcel of developed land other than single-family or two-family (duplex) residential.

SU "Parcel, single-family residential" means any parcel of land having on it a single detached dwelling unit which is designed for occupancy by one family or a similar group of people.

~~T~~V "Parcel, two-family (duplex) residential" means any parcel of developed land having one duplex (two-family dwelling) per lot.

~~U~~W "Parcel, undeveloped" means any parcel which has not been altered from its natural state by grading or filling of the ground surface, or by construction of any improvements or ~~impervious~~ hard surfaces.

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

~~V~~Y "Retention" means the storage of storm and surface water runoff with no provisions for off-site surface release of the stored water other than by evaporation, ~~and~~ infiltration, and low impact development strategies.

~~W. "Redevelopment" means, on a site that is already substantially developed (i.e., has 35 percent or more of existing impervious surface coverage), the creation or addition of impervious surfaces; the expansion of a building footprint or addition or replacement of a structure; structural development including construction, installation or expansion of a building~~

~~or other structure; replacement of impervious surface that is not part of a routine maintenance activity; and land disturbing activities.~~

~~X~~Z. "Runoff" means water that travels across the land surfaces and discharges to water bodies either directly or through a collection and conveyance system. See also "Storm water "

~~Y~~AA. "Source control BMP" means a structure or operation that is intended to prevent pollutants from coming into contact with storm water through physical separation of areas or careful management of activities that are sources of pollutants. Source control BMPs can be divided into two types. Structural source control BMPs are physical, structural, or mechanical devices or facilities that are intended to prevent pollutants from entering storm water Operational source control BMPs are nonstructural practices that prevent or reduce pollutants from entering the storm water

~~Z~~BB. "Storm drainage facility" means any natural stream/creek or constructed component of Auburn's storm drainage system or other storm drainage system.

~~AA~~CC "Storm drainage system" means the total system of storm drainage facilities as described in ACC 13.48.030.

~~BB~~DD "Storm water" means runoff during and following precipitation and snowmelt events, including surface runoff and drainage.

~~CC~~EE. "SWMM" as referred to in this chapter means the City of Auburn Surface Water Management Manual ~~which is the 2008 City of Tacoma Surface Water Management Manual as amended for use in the city of Auburn~~ as adopted in chapter 12.04 of the city code.

~~DD~~FF "Utility" means the city storm drainage utility created by the ordinance codified in this chapter

~~EE~~GG. "Watercourse" means a channel, either natural or manmade, in which a flow of water occurs, either continuously or intermittently

~~FF~~HH. "Water quality treatment" means an engineered and approved facility to remove contaminants in the existing flow regime of storm water generated from a developed parcel pursuant to applicable design standards in place at the time of approval. (Ord. 6283 § 3, 2009; Ord. 6251 § 2, 2009; Ord. 5853 § 1, 2004, Ord. 5530 § 1, 2001, Ord. 5359 § 1, 2000; Ord. 5293 § 2, 1999; Ord. 5212 § 1 (Exh. J), 1999; Ord. 5146 § 1, 1998; Ord. 4492 § 4, 1991)

Section 10. Amendment to City Code. That Section 13 48.110 of the Auburn City Code be and the same hereby is amended to read as follows:

13.48.110 Measurement of impervious area.

The city shall determine the number of square feet of impervious surface in all non-single-family parcels, excluding undeveloped parcels, and the total surface area of each such parcel of real property, using the amount of impervious surface provided by the applicant, the best available source data as obtained through the records of the appropriate county assessor for the county in which the parcel is sited, aerial photographic methods, or applicable engineering drawings. Within the limits of the source data, accuracy to two-tenths of an equivalent service unit will be made. Impervious surface created incidental to a lot line adjustment to separate an undeveloped parcel from a developed parcel and which results in impervious surface less than two-tenths of an equivalent service unit upon the undeveloped parcel shall not be subject to a storm drainage charge. (Ord. 5853 § 1, 2004, Ord. 5530 § 1, 2001, Ord. 5293 § 2, 1999; Ord. 5212 § 1 (Exh. J), 1999; Ord. 4492 § 4, 1991)

Section 11. Amendment to City Code. That Section 13.48.180 of the Auburn City Code be and the same hereby is amended to read as follows:

13.48.180 Inspection and compliance with storm drainage requirements.

A. The City shall have the authority to establish the necessary recorded instrument that identifies required storm best management practices, location, and maintenance obligations.

B. Duly authorized personnel of the city shall have free access to private property at hours subject to the provisions of ACC 1.20.010 for the purpose of inspecting private storm drainage systems, the manner in which they are being used, and the satisfactory compliance with the provisions of this article.

~~B~~C Any property, where the existing storm drainage facilities were constructed per approved construction plans, found to be in nonconformance with such plans, shall be required to correct all such nonconformances as directed by the city If, after proper notice, the property owner does not comply with set requirements as directed by the city, then the city shall have the authority to correct such nonconformances and bill the property owner for all reasonable costs. Any delinquent payments shall constitute a lien as fixed by ACC 13.06.300.

~~C~~D Inspections of storm water treatment and flow control facilities shall be performed by the city at a frequency to comply with the Western Washington Phase II Municipal Stormwater NPDES Permit.

~~D~~E. New residential developments that are part of a larger common plan of development or sale shall be inspected every six months during the period of heaviest house construction (i.e., one to two years following subdivision approval or until 50 percent of build-out is achieved) to identify maintenance needs and enforce compliance with the maintenance standards as needed. (Ord. 6283 § 4, 2009; Ord. 5853 § 1, 2004, Ord. 5212 § 1 (Exh. J), 1999; Ord. 4492 § 4, 1991)

Section 12. Amendment to City Code. That Section 13.48.225 of the Auburn City Code be and the same hereby is amended to read as follows:

13.48.225 Drainage standards – Review and approval.

All development shall meet all applicable general and design requirements in accordance with the city of Auburn engineering design and construction standards and, for purposes of that portion of the standards set forth in the City of Auburn Surface Water Management Manual, the following provisions shall apply:

A. Pursuant to the Western Washington Phase II Municipal Stormwater NPDES Permit issued by the Department of Ecology, the city has implemented a storm water management program that requires the use of City of Auburn Surface Water Management Manual, hereinafter referred to as the "SWMM."

B. The following activities that discharge to the storm drains, either directly or indirectly, are regulated through the storm water management program under this chapter:

1 Existing discharges and land uses that discharge to the storm drains, either directly or indirectly

2. New development and redevelopment.

3. Storm water maintenance activities.

C. Requirements for Existing Discharges and Land Uses. If the city engineer determines that the discharges from an existing drainage control facility cause or contribute to an illicit

discharge, a threat to public health and safety, or a violation of the city's municipal storm water NPDES permit or this chapter, the city engineer shall require the responsible party to implement and maintain operational BMPs in accordance with Volume IV of the SWMM. If the city engineer determines that the discharges causing or contributing to the problem cannot be adequately addressed by operational BMPs, the city engineer may require the responsible party to undertake more stringent or additional BMPs, which may include structural BMPs or other actions necessary to cease causing or contributing to the problem or violation.

D Minimum Requirements for New Development and Redevelopment. New development and redevelopment activities ~~that~~ are required to obtain city permits and shall comply with the following minimum requirements, in accordance with the city's municipal storm water NPDES permit and in accordance with the thresholds and requirements in the SWMM:

1 Preparation of a Storm Water Site Plan. All projects shall prepare a stormwater site plan for review and approval by the city engineer or his/her designee that identifies and describes how all storm water generated from a development activity will be managed on site. Stormwater Site Plans shall be designed in accordance with Volume I, Chapter 3 of the SWMM. Exception. Existing single family and duplex lots are exempt from this requirement when all of the following criteria are met:

a. The lot is located within a subdivision that was approved under stormwater regulations in effect between January 1, 1987 and December 31, 2016, and

b. The lot can connect to an existing centralized stormwater management system originally designed to collect stormwater generated from the entire lot (e.g. house, driveway, patios, yard, etc.).

2. Preparation of a Construction Storm Water Pollution Prevention Plan for Erosion and Sediment Control. This plan shall be designed to comply with the requirements and purposes of the SWMM, this section, any other applicable sections of ACC Titles 15, 16, 17 and 18, and any departmental guidelines promulgated by the city engineer The plan shall be designed, submitted and implemented to address the following:

a. Mark clearing limits;
b. Establish construction access routes and controls;
c. Control flow rates;
d. Install sediment controls;
e. Stabilize soils;
f. Protect slopes;
g. Protect storm drain inlets;
h. Stabilize channels and outlets;
i. Control pollutants;
j. Control dewatering;
k. Maintain BMPs; and
l. Manage the project.
m Protect LID BMPs

3. Source Control of Pollutants. Source control BMPs shall be selected, designed, applied and maintained in accordance with the SWMM and any departmental guidelines promulgated by the city engineer

4 Preservation of Natural Drainage Systems. Natural discharges from the site shall be maintained, shall occur at the natural location to the maximum extent practicable, and must not cause a significant adverse impact downstream or down gradient.

5. On-Site Storm Water Management. Where appropriate, projects shall employ on-site storm water management BMPs to infiltrate, disperse, and retain storm water runoff on site to the maximum extent feasible without causing flooding, erosion, water quality or groundwater impacts. The city ~~encourages~~ requires the use of low impact development (LID) principles and

BMPs using the project thresholds, standards, and requirements presented in the SWMM to meet this minimum requirement. The city ~~may allow~~ shall require low impact development (LID) designed in accordance with the SWMM~~, and 2005 Low Impact Technical Guidance manual for Puget Sound action team or most recent update. Approval of the city engineer is required for such BMPs~~.

6. Runoff Treatment. All projects that meet the thresholds for runoff treatment in Volume I of the SWMM shall provide water quality treatment in accordance with the SWMM. The use of emerging technologies for storm water treatment will be considered in accordance with Volume V of the SWMM.

7 Flow Control (Detention). All projects that meet the thresholds for flow control in Volume I of the SWMM shall provide flow control in accordance with the SWMM. Additionally, all projects shall address the need to provide water quality controls according to the design criteria as determined by the city engineer The requirement for storm water detention will also be determined by pipe capacity and storm water discharge location, as provided in the SWMM.

8. Wetlands. Discharges to wetlands shall maintain the hydrologic conditions, hydrophytic vegetation, and substrate characteristics necessary to support existing and designed functions. Documentation shall be provided that identifies the methodology and data that supports these conclusions. The methodology shall be consistent with the most current accepted Washington State Department of Ecology standards. Wetland areas are also regulated by Chapter 16.10 ACC, Critical Areas.

9. Operations and Maintenance. An operation and maintenance (O&M) manual consistent with city engineering design and construction standards shall be provided for all proposed storm water facilities, and the BMPs and party (or parties) responsible for operation and maintenance shall be identified. A copy of the O&M manual shall be retained on site or within reasonable access to the site and shall be transferred with the property to the new owner

10. Off-Site Analysis and Mitigation. All projects shall include an analysis of off-site water quality and quantity impacts resulting from the project and shall mitigate these impacts if necessary The analysis shall extend a minimum of one-fourth of a mile downstream from the project. The city engineer may require that the analysis shall extend further if deemed necessary The existing or potential impacts to be evaluated and mitigated under this section shall include, but are not limited to:

a. Impacts on conveyance system capacity;
b. Localized flooding;
c. Aquatic habitat (wetlands) impacts;
d. Erosion impacts, including landslide hazards;
e. Stream bank and channel erosion; and
f. Impacts to known water quality or erosion problems.

11 Geographic Specific Requirements. Projects may be subject to equivalent or more stringent minimum requirements for erosion control, source control, treatment, wetlands protection, and operation and maintenance, and alternative requirements for flow control as a result of location, in accordance with Volume I of the SWMM. (Ord. 6283 § 6, 2009; Ord. 5853 § 1, 2004)

Section 13. Amendment to City Code. That Section 13.48.230 of the Auburn City Code be and the same hereby is amended to read as follows:

13.48.230 Connections.

A. Required Connections. All non-single-family residential building permits shall be subject to a mandatory connection to a public storm drainage system where the development has the potential to negatively impact public or private property or receiving waters as determined by the city or whenever an existing public system is available adjacent to the site or where the public system is required to be constructed adjacent to the property as a condition of development.

B. Existing Connections. Properties that apply for a building permit to make an addition, alteration or repairs that have 2,000 square feet or more of new or new plus replaced ~~impervious~~ hard surfaces or land disturbing activity of 7,000 square feet or more must comply with the applicable Minimum Requirements for Redevelopment as given in Volume I of the SWMM. All redevelopment shall be required to comply with Minimum Requirement No. 2 (Construction Storm Water Pollution Prevention). All redevelopment that exceeds these thresholds shall be required to comply with additional Minimum Requirements as given in Volume I of the SWMM. (Ord. 6283 § 8, 2009; Ord. 6015 § 1, 2006; Ord. 5853 § 1, 2004, Ord. 5530 § 1, 2001, Ord. 5212 § 1 (Exh. J), 1999; Ord. 4492 § 4, 1991)

Section 14. Amendment to City Code. That Section 13.48.240 of the Auburn City Code be and the same hereby is amended to read as follows:

13.48.240 ~~Connection procedures - Permit required~~ Storm Drainage Permit – Requirements.

A. It is unlawful for any person to construct or connect to a public or private storm drainage system without first obtaining a written permit to do so from the city

B. It is unlawful for any person to repair or replace either a private or public storm drainage system without first obtaining a written permit to do so from the city, unless such repair or replacement constitutes an emergency

C. Storm drainage permit types and categories shall be determined administratively by the city. A storm drainage permit shall be required for the following activities:

1. Addition or replacement of hard surfaces,
2. Land disturbing activities,
3. Development and use of property that creates a direct or indirect need for storm drainage facilities;
4. Connection to any storm drainage system,
5. Modification of any storm drainage system;
6. Any activities within a critical area and associated buffers,
7. Any other activities as determined by the city engineer to have an impact on the storm drainage system. (Ord. 5853 § 1, 2004; Ord. 5212 § 1 (Exh. J), 1999; Ord. 4492 § 4, 1991)

Section 15. Amendment to City Code. That Section 13.48.250 of the Auburn City Code be and the same hereby is amended to read as follows:

13.48.250 Permit – Term.

Applications for storm permits that have been issued but not completed shall be valid for 365 days. All permits issued under the provisions of this chapter shall be valid for a period of 365 days after the date of permit issuance. Permits may be extended by the city, in 180-day

increments, if an extension is applied for prior to the expiration of the permit. If the time extension is not requested prior to the expiration of the permit, a new permit is required and an additional fee equal to one-half the original permit shall be charged. (Ord. 6283 § 9, 2009; Ord. 5853 § 1, 2004, Ord. 5212 § 1 (Exh. J), 1999; Ord. 4492 § 4, 1991)

Section 16. Amendment to City Code. That Section 13 48.420 of the Auburn City Code be and the same hereby is amended to read as follows:

13.48.420 Flood hazard areas – Floodplain development permits.

The city is authorized and directed to monitor and control all new development within flood hazard areas in conformance with the requirements of Chapter 15.68 ACC. A permit application shall be required for all such development within this area. The city shall either issue or deny such permit upon review of the application and shall have the authority to require all reasonable mitigating measures deemed necessary due to the development. The ~~cost~~ fee for the floodplain development permit application shall be as set in the city of Auburn fee schedule. (Ord. 6295 § 13, 2010; Ord. 5853 § 1, 2004; Ord. 5819 § 7, 2004, Ord. 5212 § 1 (Exh. J), 1999; Ord. 4492 § 4, 1991)

Section 17. Amendment to City Code. That Section 13 48.440 of the Auburn City Code be and the same hereby is amended to read as follows:

13.48.440 Maintenance responsibility

A. Private Maintenance Responsibility The maintenance and operation of private storm drainage systems shall be the responsibility of the property owner It shall be the responsibility of the developer to make arrangements with the occupants or owners of the subject property for assumption of operation and maintenance in a manner subject to the approval of the city or in accordance with the operations and maintenance program prepared for the property's storm drainage facilities. The city may inspect the facilities in order to ensure continued use of the facilities for the purposes for which they were built and in accordance with these arrangements. Failure to maintain the facilities in accordance with the maintenance standards listed in ~~Volume I, Appendix D of~~ the SWMM shall be considered a violation, enforceable in accordance with Chapter 1.25 ACC.

B. B. Public Maintenance Responsibility The city shall be responsible for the maintenance and operation of all public storm drainage facilities located within the public easements and rights-of-way following the completion of a successful maintenance period and the acceptance of such facilities by the city The maintenance shall be performed in accordance with the standards listed in ~~Volume I, Appendix D of~~ the SWMM. (Ord. 6283 § 12, 2009; Ord. 5853 § 1, 2004; Ord. 5212 § 1 (Exh. J), 1999; Ord. 4492 § 4, 1991)

Section 18. Amendment to City Code. That Section 15 74 010 of the Auburn City Code be and the same hereby is amended to read as follows:

15.74.010 Intent.

The intent of this chapter is to regulate all land disturbing activities on all properties, and ensure reasonable mitigation is provided as necessary to:

A. Prevent creation of public nuisance situations, promote the public health, safety and general welfare of the citizens of Auburn;

B. Preserve, maintain and enhance the city's physical and aesthetic character by controlling the removal of significant trees and ground cover on undeveloped and underdeveloped properties;

C. Encourage building and site planning practices that are consistent with the city's natural topographical and vegetation features in a manner which provides for the reasonable development and enjoyment, to include preservation and enhancement of views, of the property;

D. Preserve the city of Auburn's water courses and drainage patterns; minimize surface and ground water quality degradation; control sedimentation in creeks, streams, rivers, ponds, lakes, wetlands, and other surface water resources;

E. Protect adjacent and downstream properties from the impacts associated with changes to the property being disturbed;

F Ensure the safety and stability of public facilities;

G. Preclude the disturbance or removal of vegetation in advance of the city's evaluation of a development proposal;

H. Implement the policies of the city's comprehensive plan.

I. Maintain compliance with the Department of Ecology Phase II Municipal Stormwater Permit and require implementation of Low Impact Development principles as described in the City's SWMM and defined in Chapter 13.48 ACC. (Ord. 6146 § 1, 2007, Ord. 4861 § 1, 1996; Ord. 4775 § 1, 1995; Ord. 4266 § 1, 1988.)

Section 19. Amendment to City Code. That Section 15.74 020 of the Auburn City Code be and the same hereby is amended to read as follows:

15.74.020 Scope.

This chapter shall regulate all land disturbing activities and the removal of trees, shrubs, and/or ground cover All land disturbing activities are subject to the provisions of chapter 13.48 of the city code. Land disturbing activities proposed within critical areas and/or land subject to shoreline management jurisdiction shall be subject to Chapters 16.10 and 16.08 ACC, respectively, and the procedural requirements of this chapter (Ord. 6146 § 1, 2007; Ord. 4861 § 1, 1996; Ord. 4266 § 1, 1988.)

Section 20. Amendment to City Code. That Section 15 74 050 of the Auburn City Code be and the same hereby is amended to read as follows:

15.74.050 Exemptions.[1]

The following are exempt from the requirements of this chapter

A. Removal of dead or diseased trees, shrubs, or ground cover

B. Clearing and grading associated with continuous agricultural uses, excluding timber cutting not otherwise exempted.

C Clearing and grading not to exceed 6,999 square feet of area within individual lots, for the purpose of the construction of a single-family home or duplex, provided a building permit

[1] Note: This section identifies exceptions internal to this chapter. The listed exceptions set forth herein do not preclude the application of requirements of other chapters of the city code thereto.

has been issued by the city prior to commencing the clearing and grading activities and construction of the structure starts within 90 days of commencing clearing and grading activities.

D The removal of up to six trees per lot within any 12-month period, or for lots greater than one acre, up to six trees per acre within any 12-month period, with fractional acres of one-half acre or more considered to be a whole acre.

E. Clearing and grading for the construction and maintenance of public facilities as approved by the city engineer to include water, sanitary sewer, streets, highways, storm drainage and related facilities.

F Removal of trees, shrubs, and ground cover in emergency situations involving immediate danger to life or property

G. Routine landscape maintenance and minor repair

H. Removal of trees and vegetation consistent with an approved surface mining permit.

I. Removal of a tree from property zoned residential that endangers a permanent structure by being closer to the structure than the distance from the base of the tree to its top, regardless of whether the tree is located on the same property as the structure.

J. Upon approval of the city engineer or his/her designee, excavations of less than five feet in vertical depth and/or fills less than eight inches of vertical depth on any portion of a site and involving the deposit or displacement of not more than a total of 500 cubic yards of material during any 24-month period.

K. Upon approval of the city engineer or his/her designee, the temporary stockpiling of less than 500 cubic yards, combined, of topsoils, crushed rock, sawdust, mulch, bark, chips, or similar materials on a lot, tract, or parcel of land for a period not to exceed 12 months; provided, that the stockpile has adequate coverage to prevent erosion.

L. Upon approval of the city engineer or his/her designee, the broadcasting of less than 500 cubic yards of topsoil, peat, sawdust, mulch, bark, chips, or solid nutrients used for landscaping or soil conditioning on a lot, tract or parcel of land during any 24-month period, provided the finished depth does not increase the grade from the existing grade by more than eight inches.

M. Upon approval of the city engineer or his/her designee, the temporary stockpiling of organic or inorganic materials used in an approved construction project, provided the use, location, duration, and extent of the stockpile was disclosed through the environmental or development review process. In no case shall a temporary stockpile remain beyond a 24-month period.

N. The creation of impervious surfaces which have a surface area less than 2,000 square feet.

O Emergency temporary sandbagging, diking, ditching, filling or similar work during or after periods of extreme weather conditions when done to protect life or property, provided such measures do not adversely impact adjacent properties or public facilities.

An exemption from clearing, filling, and grading permit requirements does not exempt a property owner from the policies, criteria, and standards contained in this chapter or other applicable local, state, or federal regulations or permit requirements.

The property owner is responsible to ensure that clearing of any trees that are within striking distance of a structure or have the potential to cause damage to others is performed by a licensed and bonded contractor (Ord. 6283 § 14, 2009; Ord. 6146 § 1, 2007, Ord. 4861 § 1, 1996; Ord. 4266 § 1, 1988.)

Section 21. Amendment to City Code. That Section 17 02.030 of the Auburn City Code be and the same hereby is amended to read as follows:

17.02.030 Purpose.

The purpose of this title is to regulate the division of land lying within the corporate limits of the city, and to promote the public health, safety and general welfare and prevent or abate public nuisances in accordance with standards established by the state and the city, and to:

A. Prevent the overcrowding of land;

B. Promote safe and convenient travel by the public on streets and highways;

C. Promote the effective use of land;

D Provide for adequate light and air;

E. Facilitate adequate provision for water, sewerage, storm drainage, parks and recreational areas, sites for schools and school grounds, and other public requirements;

F Identify, preserve, and utilize native soils and/or vegetation for the purposes of reducing stormwater discharges, promoting groundwater infiltration, and implementing the use of stormwater low impact development techniques,

G Provide for proper ingress and egress;

~~G~~H. Provide for the expeditious review and approval of proposed land divisions which comply with this title, the Auburn zoning ordinance, other city plans, policies and land use controls, and Chapter 58.17 RCW;

~~H~~I. Adequately provide for the housing and commercial needs of the citizens of the state and city;

~~I~~J Require uniform monumenting of land divisions and conveyance by accurate legal description;

~~J~~K. Implement the goals, objectives and policies of the Auburn comprehensive plan. (Ord. 6239 § 1, 2009; Ord. 4772 § 1, 1995; Ord. 4501 § 2, 1991, Ord. 4296 § 2, 1988.)

Section 22. Amendment to City Code. That Section 17 09 050 of the Auburn City Code be and the same hereby is amended to read as follows:

17.09.050 Development requirements.

A. Lot Area and Dimensions. Each lot created by short subdivision shall contain sufficient square footage and lot dimensions to meet the requirements of ACC Title 18. Each lot to be served by an on-site sewage disposal system shall be a minimum of 15,000 square feet in area and shall also meet the minimum lot area requirements of the county department of health rules and regulations. Land contained in access easements, tracts or panhandles shall not be included in lot area or lot dimension calculations for the purposes of this section.

B. Every lot within a short subdivision shall be capable of being reasonably served by public or private sewage disposal, water, storm drainage facilities and streets. The city will not approve a short subdivision for which a building permit cannot be issued because of insufficient infrastructure.

C. Conformance with Adopted Plans. Street, water, sewer and storm drainage facilities adjacent to or within the short subdivision shall be in conformance with adopted city ordinances, standards and policies. Easements for utilities recommended by such plans shall be provided to the city, with the exact location of such easements to be determined by the city engineer

D Floods, Flood Control and Storm Drainage.

1 Where any portion of the proposed short subdivision lies within an area of special flood hazard or regulatory floodway, conformance with adopted city flood hazard area ordinances, standards and policies shall be required.

2. A conceptual storm drainage/site grading plan shall be required to be submitted, as part of the preliminary short subdivision application, unless waived by the city engineer where

there is no ground disturbing activity. Lot configuration, street and utility layouts, and building envelopes shall be designed in a manner that identifies, preserves, and utilizes native soils and/or vegetation that are integrated into a stormwater low impact development facility, consistent with the City's adopted stormwater management manual. A conceptual storm drainage/grading plan shall be provided that identifies natural resources and the existing natural conditions.

3. The proposed subdivision should have one or more new lots in the regulatory floodplain set aside for open space use through deed restriction, easement, subdivision covenant, or donation to a public agency The density of the development in the portion of the development outside the regulatory floodplain may be increased in accordance with applicable land use and subdivision regulations.

4 If a parcel has a buildable site outside the regulatory floodplain, it shall not be subdivided to create a new lot, tract, or parcel within a binding site plan that does not have a buildable site outside the regulatory floodplain. This provision does not apply to lots set aside from development and preserved as open space.

E. Adjacent Streets. When any public street lying adjacent to the property being short subdivided has insufficient width or for any other reason does not conform to minimum street standards, in accordance with the city design and construction standards, sufficient additional right-of-way shall be dedicated to the city and appropriate improvements shall be made by the subdivider to conform the abutting half of the street to such standards consistent with Chapter 12.64A ACC. Deferral of such improvement requirements shall be in conformance with the city of Auburn design and construction standards.

F Access.

1 All short subdivisions shall border on an opened, constructed and maintained public street. All lots within a short subdivision shall either border on an opened, constructed and maintained public street or shall be served by a private street, access easement, tract or panhandle having direct access to such a public street. Where private streets and access easements are provided, they shall be improved or guaranteed to the city of Auburn and be in conformance with the city of Auburn design and construction standards.

2. All private streets, access easements and panhandles shall be capable of meeting the fire access requirements of Chapter 15.36A ACC and the development standards of Chapters 17 14 and 18.31 ACC, in addition to any other requirements of this title, including, but not limited to, an adequate surface for access and minimum turnaround requirements on dead-end streets or access easements as specified by the fire ~~department~~ agency

3. All proposals shall ensure that all buildable lots shall have at least one access road connected to land outside the regulatory floodplain with the surface of the road at or above the flood protection elevation (FPE) as defined in the city code.

G. Dedication of Streets. Dedication of a public street or streets may be required, whenever the city engineer finds that one or more of the following conditions applies:

1 The general alignment of a proposed private street, access easement or panhandle follows the general alignment of a future arterial as shown in the comprehensive plan; or

2. The general alignment of a proposed private street, access easement or panhandle can be reasonably modified to provide a desirable through-connection between two or more existing or planned public streets or arterials; or

3. A public street would be necessary to provide adequate access to adjacent property not subject to the proposed short subdivision.

H. Nonmotorized Requirements. In addition to any frontage improvement requirements and compliance with the city's comprehensive transportation plan, sidewalks and other planning features that assure safe walking conditions for students who walk to and from school shall be considered.

I. Fire Hydrants. All lots within a short subdivision shall be capable of being served by a fire hydrant as required by Chapter 13.16 ACC. Property zoned RC, residential conservancy, may be exempt, provided the requirements of ACC 13.16.030 are met.

J. The final recorded subdivision plat shall include a notice that part of the property is in the special flood hazard area (SFHA) as defined in the city code, riparian habitat zone and/or channel migration area, as appropriate.

Section 23. Amendment to City Code. That Section 17 09.070 of the Auburn City Code be and the same hereby is amended to read as follows:

17.09.070 Final short subdivision approval.

A. Timeframe for Final Short Subdivision Approval. A final short subdivision meeting all requirements of this title and the conditions and requirements of the written decision granting preliminary short subdivision approval shall be submitted to the Auburn planning and development department within the timeframes specified in ACC 17.09.110, unless otherwise extended by the director or designee.

B. Procedures. Final short subdivision applications shall be processed as a Type II land use action.

C. Application. An application for final short subdivision approval meeting all requirements of Chapter 58.17 RCW and this title shall be submitted to the department of planning and development accompanied by the following:

1 Application materials consistent with the requirements of ACC 17 02.065.

2. A copy of the approved preliminary short subdivision.

3. A final short subdivision drawing meeting the requirements of Chapter 58.17 RCW, including certifications, dedications, and title reports;

4 Agency recommendations pursuant to RCW 58.17 150;

5. A recordable survey and surveyor's signature meeting the requirements of Chapter 58.09 RCW and RCW 58.17.250. The map and legal descriptions included in the application for final short subdivision shall be prepared and certified by a professional land surveyor licensed in the state of Washington in a format acceptable to the city of Auburn and the Survey Recording Act.

6. A title insurance report, not older than 30 days prior to the date of application, confirming that the title of the land in the proposed subdivision is vested in the name of the owners whose signatures appear on the final short subdivision's certificate.

7 Computation data for all lots, streets and easements located within the plat.

8. Failure of an applicant to submit all required application materials shall be considered a lack of compliance with this section, and the director or designee may withhold the application from further consideration until such time as the application is complete.

9. Declaration blocks shall be provided for the original tract owner, surveyor, approving governmental agencies, and recording certification, in a manner as prescribed by the director

10. Proof of the date of last legal segregation of the parcel of land to be short subdivided, if deemed necessary by the planning director

11 Copy of restrictions, if any, to be imposed upon the use of the land. Such restrictions must be recorded simultaneously with the short subdivision.

12. In any short subdivision where lots are served or to be served by a private road, the subdivider shall furnish a copy of such further covenants or documents that will result in:

a. Each lot owner having access thereto and having responsibility for maintenance of any private road contained within the short subdivision in such a condition as to allow free access for emergency vehicles;

b. Such covenants or documents shall obligate any seller to give actual notice to any prospective purchaser of the method of maintenance of the private road, which notice shall be caused to be included in any deeds or contracts relating to such sale and such covenants or documents shall be recorded simultaneously with the short subdivision.

D Preparation. The final short subdivision shall be prepared by a professional land surveyor licensed by the state of Washington. The preparer shall, by placing his or her signature and stamp upon the face of the final short subdivision, certify that the final short subdivision is a true and correct representation of the land actually surveyed by the preparer, that the existing monuments shown thereon exist as located and that all dimensional and geodetic details are correct.

E. Scale and Format. The final plat shall be drawn with reproducible ink on Mylar measuring 18 inches by 24 inches in size, with a one-inch border on one edge and a one-half-inch border for the other three edges for projects in King County and measuring 18 inches by 24 inches with a two-inch border on the left edge and a one-half-inch border for the other three edges for projects in Pierce County The final short subdivision shall be accurate, legible and drawn to an engineering (decimal) scale of 100 feet or fewer to the inch. If more than one sheet is required, an index sheet showing the entire subdivision with street and highway names and block numbers (if any) shall be provided. Each sheet, including the index sheet, shall be of the above-specified size. All signatures or certifications appearing on a final short subdivision shall be in reproducible black ink.

F Final Short Subdivision Contents. A final short subdivision drawing shall contain the following information:

1 The name of the short subdivision, if applicable;

2. Legal description of the property being subdivided;

3. Numeric scale, graphic scale, basis of bearings and date of preparation of the final short subdivision;

4 The boundary line of the short subdivision, referenced to city datum in accordance with city design and construction standards and based on an accurate traverse, with angular and linear dimensions and bearings;

5. The exact location, width and assigned name of all streets, alleys and other public ways within and adjacent to the short subdivision;

6. A table depicting the assigned address for each lot within the short subdivision;

7 The exact location, width and purpose of all easements and dedications for rights-of-way provided for public and private services and utilities;

8. True courses and distances to the nearest established street lines, or section or quarter section corner monuments which shall accurately locate the short subdivision;

9. Municipal, township, county or section lines accurately tied to the lines of the plat by distances and courses;

10. All lot and block numbers and lines, with accurate dimensions in feet and hundredths of feet;

11 The radii, internal angles, points of curvature, tangent bearings and lengths of all arcs;

12. The accurate location of each permanent control monument. One such monument shall be located at each and every controlling corner on the boundaries of the parcel of land being subdivided; at each street centerline intersection, each point of curvature (PC), each point of tangency (PT), and each point of reverse curve (PRC); and at each intersection of a street centerline with a plat boundary;

13. All plat meander lines or reference lines along bodies of water shall be established above, but not farther than 20 feet from, the high water line of such body;

14 Accurate outlines and legal descriptions of any areas to be dedicated or reserved for public use, with the purposes of such dedication or reservation and any limitations indicated thereon and in the dedication;

15. Accurate outlines of any areas to be reserved by deed covenant for common use of owners of property within the subdivision, together with the purposes of such reservation;

16. Any restrictions or conditions on the lots or tracts within the short subdivision, as required by the director, or at the discretion of the property owner;

17 The final recorded subdivision plat shall include a notice to individual property owners and/or the home owner s association of the location, responsibilities, and requirements associated with stormwater low impact development and management facilities.

18. A signed certification stating that the short subdivision has been made with the free consent, and in accordance with the desires, of the owner or owners. If the short subdivision includes a dedication, the certificate or a separate written instrument shall contain the dedication of all streets and other areas to the public, any individual or individuals, religious society or societies, or to any corporation, public or private, as shown on the plat, and a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage or maintenance of said street or other areas so dedicated. Such certificate or instrument shall be signed and acknowledged before a notary public by all parties having any interest in the lands subdivided. An offer of dedication may include a waiver of right of direct access to any street from any property Such waiver may be required by the city engineer as a condition of approval. Roads not dedicated to the public must be clearly marked on the face of the plat. Any dedication, donation or grant as shown on the face of the plat shall be considered as a quit claim deed to the said donee or grantee for use for the purpose intended by the donation or grant. At the discretion of the city engineer, conveyances of right-of-way may be required to be by statutory warranty deed. The acceptance of right-of-way by the city shall not obligate the city to improve or develop the lands in the right-of-way;

~~18~~19. Forms for the appropriate certifications of the city engineer and planning director, as follows:

CITY ENGINEER'S CERTIFICATE

I hereby certify that this short plat is in compliance with the certificate of improvements issued pursuant to ACC 17 14.015, and is consistent with all applicable City improvement standards and requirements in force on the date of preliminary short plat approval, this _____ day of _____, 20___

_____

Auburn City Engineer

PLANNING DIRECTOR'S CERTIFICATE

I hereby certify on this _____ day of _____, 20____, that this final plat is in substantial conformance with the preliminary plat and any conditions attached thereto, which preliminary short plat was approved on the _____ day of _____, 20____

_____

Auburn Planning Director

~~19~~20 A form for the approval of the applicable county (King/Pierce) assessor, as follows or as required by the applicable county, if different:

ASSESSOR'S APPROVAL

Examined and approved this _____ day of _____, 20___

_____
County Assessor

_____
Deputy County Assessor

_____
Account number

~~20~~21 A form for the certificate of the applicable county recorder (King/Pierce), as follows or as required by the applicable county, if different:

RECORDING CERTIFICATE

Filed for record at the request of the City of Auburn this _____ day of _____, 20___ at _____ minutes past _____ __.M., and recorded in Volume _____ of Plats, page _____ Records of (King or Pierce) County, Washington.

County Recording Number _____

_____
Manager

_____
Superintendent of Records

~~21~~22. Any additional pertinent information as required at the discretion of the city engineer or planning director

G. Decision-Making Criteria for Final Short Subdivision Approval. The following criteria shall be used by the director or designee in consideration of final short subdivision approval:

1 Whether conditions imposed when the preliminary short subdivision was approved have been met;

2. The completion of the required improvements or their financial guarantee in conformance with Chapter 17 14 ACC;

3. Whether the final short subdivision is in conformance with the city's zoning regulations and all other applicable land use regulations;

4 The director or designee shall not approve a final short subdivision until he or she determines that it conforms to the approved preliminary short subdivision and any conditions and restrictions imposed at time of preliminary approval. (Ord. 6418 § 3, 2012; Ord. 6287 § 2, 2010; Ord. 6239 § 1, 2009)

Section 24. Amendment to City Code. That Section 17 10 020 of the Auburn City Code be and the same hereby is amended to read as follows:

17 10.020 Application, submittal and contents.

A Application. In addition to the requirements for a completed application as provided in ACC Title 14, an application for subdivision approval shall include:

1 Application requirements found in ACC 17.02.065,

2. A preliminary plat meeting the requirements of RCW 58.17 160 for a preliminary subdivision;

3. A neighborhood circulation plan meeting the requirements of Chapter 17 16 ACC and RCW 58.17 110(2) for safe walking paths for students;

4. Where any lot is proposed to be served by an on-site sewage disposal system, results of preliminary percolation tests for each such proposed lot, conducted under the county department of health rules and regulations;

5. A conceptual utility/site grading plan and/or methodology prepared in accordance with the city's comprehensive plans, standards or ordinance requirements. The conceptual utility/site grading plan shall include adequate horizontal and vertical information to ensure that utilities can be constructed consistent with the preliminary plat layout;

6. The location of other utilities other than those provided by the city;

7 The application shall include a transportation site plan for streets, pedestrian, and bike facilities. The site plan shall include adequate horizontal and vertical information to ensure the transportation facilities can be constructed consistent with the preliminary plat layout;

8. A title report, with liability for errors not to exceed the assessed value of the lots on the date of application. The title report shall be issued no more than 30 days prior to the application date;

9 Copy of restrictions, if any, to be imposed upon the use of the land. Such restrictions must be recorded simultaneously with the subdivision.

B. Preparation. The preliminary plat or short plat shall be prepared by a professional engineer or professional land surveyor registered or licensed by the state of Washington. The preparer shall, by placing his or her signature and stamp upon the face of the plat, certify that all information is portrayed accurately and that the proposed subdivision or short subdivision complies with the standards and requirements of this title, the Auburn zoning ordinance and any other applicable land use and development controls.

C. Scale and Format. The preliminary plat shall be drawn with reproducible black ink on Mylar All geographic information portrayed by the preliminary plat shall be accurate, legible, and drawn to an engineering (decimal) scale.

D Preliminary Plat Contents. A preliminary plat shall provide the following information:

1 General Information. The following information shall appear on each sheet of a preliminary plat or short plat:

a. The name of the proposed subdivision, together with the words "preliminary plat";

b. The name and address of the applicant;

c. The name, address, stamp and signature of the professional engineer or professional land surveyor who prepared the preliminary plat or short plat;

d. Numeric scale, graphic scale, true north point and date of preparation;

e. A form for the endorsement of the planning director, as follows:

APPROVED BY RESOLUTION _____ OF THE CITY COUNCIL ON (Date) _____.

Director, Planning and Development Dept.

Date

f Legal description of preliminary plat.

2. Existing Geographic Features. Existing geographic features, as detailed in city application requirements, shall be drawn lightly in relation to proposed geographic features.

3. Proposed Geographic Features. Proposed geographic features, as detailed in city application requirements, shall be shown.

4 Additional Information. The following additional information shall be shown on the face of the preliminary plat:

a. For proposed subdivisions involving residential land uses, a table providing the following information for each distinct residential area:

i. Proposed land use (e.g., single-family, duplex, multifamily);

ii. Number of dwelling units;

iii. Gross acreage;

iv Existing zoning designation;

v Proposed zoning designation;

vi. Approximate area of smallest lot;

b. Proposed source of domestic water supply;

c. Proposed sewage disposal system;

d. Typical street cross section(s);

e. Proposed storm drainage system;

i. Identification of the location and type of any stormwater Low Impact Development or management facilities.

ii. Identification of whether the responsible party for operation and maintenance of a stormwater Low Impact Development facility located on private property is the private property owner, a homeowners association, or the City;

f. For preliminary plats that are related to a planned unit development (PUD), the following information shall also be provided:

i. The ordinance and contract of the PUD rezone if previously done;

ii. The location of perimeter walls and fences on the boundary of the PUD and an indication of the height and materials;

iii. The location and size of any entrance signs;

iv A landscaping plan;

v Any covenants not previously approved. (Ord. 6418 § 5, 2012; Ord. 6287 § 2, 2010; Ord. 6239 § 1, 2009; Ord. 5170 § 1, 1998; Ord. 5140 § 1, 1998; Ord. 4840 § 1, 1996; Ord. 4296 § 2, 1988. Formerly 17 06.020.)

Section 25. Amendment to City Code. That Section 17 10.070 of the Auburn City Code be and the same hereby is amended to read as follows:

17 10.070 Findings of fact.

Preliminary plats shall only be approved if findings of fact are drawn to support the following:

A. Adequate provisions are made for the public health, safety and general welfare and for open spaces, drainage ways, streets, alleys, other public ways, water supplies, sanitary wastes, parks, playgrounds and schools;

B. Conformance of the proposed subdivision to the general purposes of the comprehensive plan;

C Conformance of the proposed subdivision to the general purposes of any other applicable policies or plans which have been adopted by the city council;

D Conformance of the proposed subdivision to the general purposes of this title, as enumerated in ACC 17.02.030;

E. Conformance of the proposed subdivision to the Auburn zoning ordinance and any other applicable planning or engineering standards and specifications as adopted by the city, or as modified and approved as part of a previously approved PUD;

F The potential environmental impacts of the proposed subdivision are mitigated such that the preliminary plat will not have an unacceptable adverse effect upon the quality of the environment;

G. Adequate provisions are made so the preliminary plat will prevent or abate public nuisances.

H. Lot configuration, street and utility layouts, and building envelopes shall be designed in a manner that identifies, preserves, and utilizes native soils and/or vegetation that are integrated into a low impact development facility, consistent with the City s adopted stormwater management manual (Ord. 6239 § 1, 2009; Ord. 5140 § 1, 1998; Ord. 4840 § 1, 1996; Ord. 4772 § 1, 1995, Ord. 4296 § 2, 1988. Formerly 17.06.070.)

Section 26. Amendment to City Code. That Section 17 10.120 of the Auburn City Code be and the same hereby is amended to read as follows.

17 10.120 Development standards for panhandle lot access and private access tracts.

1 The maximum length of a panhandle lot access within the R-5, R-7, R-10, R-16, R-20, and RO zones and residential PUDs shall be 150 feet. When there are unique physical limitations of the property including but not limited to steep slopes, significant vegetation, or sensitive environmental areas that would be impacted less if a longer panhandle length were provided, then the planning director may allow additional length. The ~~planning~~ director may also allow for additional length if there is an existing intervening parcel of the property (that has a lot depth greater than 150 feet) between the proposed panhandle lot and the abutting street. There shall be no limitation of length within the other zoning districts of the city

2. All residential and nonresidential panhandle accesses shall meet the standards of the city of Auburn engineering, design and construction standards manual.

3. If two panhandle accesses within the same plat abut each other, then one common paved driveway, spanning both panhandles, may be provided as part of the two panhandles. The pavement width of the driveway shall be determined using the same methodology as subsection (A)(2) of this section.

4 Not more than two panhandle accesses within the same plat may abut each other Alternatively, a separate access tract shall be required in lieu of more than two separate panhandle accesses. The separate access tract shall meet the requirements of subsection B of this section.

B. Private Access Tracts and/or Easements.

1 Private access tracts and/or easements will be allowed when it is physically impractical to provide a lot with direct access to a public street due to unique physical limitations

of the property, including but not limited to steep slopes, significant vegetation, or sensitive environmental areas. If the lot abuts an arterial, an access tract may also be allowed to provide an alternate access to the lot if it is impractical to provide for another public street due to the aforementioned physical limitations. The use of access tracts cannot preclude or hinder the alignment of future public streets that would otherwise serve the area.

2. Access tracts can only be created through a plat process pursuant to Chapter 17 09 ACC and this chapter Ownership and maintenance responsibilities will also be determined as part of the plat process.

3. The maximum number of lots to be served by one access tract shall be six. If a lot abuts an access tract and a public street, then the front lot line shall be oriented to the public.

4 All access tracts and/or easements must connect to a public street and the maximum length shall be 150 feet as measured from the edge of the public street right-of-way Additional length may be allowed if the unique physical limitations of the property including but not limited to steep slopes, significant vegetation, or sensitive environmental areas would be impacted less if additional length were provided. The access tract shall not allow for through vehicle access.

5. Private access tracts and/or easements shall meet city of Auburn design and construction standards.

C. Emergency Access Provisions. Irrespective of the requirements of this section, additional provisions may be required if needed to provide for adequate emergency access as determined by the Auburn fire marshal. The additional provisions may include but not be limited to providing for turnarounds, additional access tract width, fire hydrants or sprinklering of the building. (Ord. 6239 § 1, 2009.)

Section 27. Amendment to City Code. That Section 17 12.010 of the Auburn City Code be and the same hereby is amended to read as follows:

17 12.010 Application submittal and contents.

A. Application. An application for final subdivision approval meeting all requirements of Chapter 58.17 RCW and this title shall be submitted to the planning department, accompanied by the following:

1 Application materials consistent with the requirements of ACC 17 02.065,

2. A copy of the approved preliminary plat;

3. A final plat meeting the requirements of Chapter 58.17 RCW, including certifications, dedications, and title reports;

4 Agency recommendations pursuant to RCW 58.17 150;

5. A recordable survey and surveyor's signature meeting the requirements of Chapter 58.09 RCW and RCW 58.17.250;

6. Proposed list of public improvements that will be incomplete at the time of final plat approval and the associated cost to complete the work. The list shall be used to determine the financial security required as part of the final plat review process. The engineer's certification is required prior to setting the date for consideration by the city council for final plat approval. The engineer's certification will not be issued until the requirements of ACC 17 14 010 have been met.

B. Preparation. The final plat shall be prepared by a professional land surveyor licensed by the state of Washington. The preparer shall, by placing his or her signature and stamp upon the face of the plat, certify that the plat is a true and correct representation of the land actually surveyed by the preparer, that the existing monuments shown thereon exist as located and that all dimensional and geodetic details are correct.

C. Scale and Format. The final plat shall be drawn with reproducible ink on Mylar measuring 18 inches by 24 inches in size, with a one-inch border on one edge and a one-half-inch border for the other three edges for projects in King County and measuring 18 inches by 24 inches with a two-inch border on the left edge and a one-half-inch border for the other three edges for projects in Pierce County The final plat shall be accurate, legible and drawn to an engineering (decimal) scale of 100 feet or fewer to the inch. If more than one sheet is required, an index sheet showing the entire subdivision with street and highway names and block numbers (if any) shall be provided. Each sheet, including the index sheet, shall be of the above-specified size. All signatures or certifications appearing on a final plat shall be in reproducible black ink.

D Final Plat Contents. A final plat shall contain the following information:

1 The name of the subdivision;

2. Legal description of the property being subdivided;

3. Numeric scale, graphic scale, true north point and date of preparation of the final plat;

4 The boundary line of the plat, referenced to city datum in accordance with the city design and construction standards and based on an accurate traverse, with angular and linear dimensions and bearings;

5. The exact location, width and assigned name of all streets, alleys and other public ways within and adjacent to the subdivision;

6. A table depicting the assigned address for each lot within the subdivision;

7 The exact location, width and purpose of all easements and dedications for rights-of-way provided for public and private services and utilities;

8. True courses and distances to the nearest established street lines, or section or quarter section corner monuments which shall accurately locate the subdivision;

9. Municipal, township, county or section lines accurately tied to the lines of the plat by distances and courses;

10. All lot and block numbers and lines, with accurate dimensions in feet and hundredths of feet;

11 The radii, internal angles, points of curvature, tangent bearings and lengths of all arcs;

12. The accurate location of each permanent control monument. One such monument shall be located at each and every controlling corner on the boundaries of the parcel of land being subdivided; at each street centerline intersection, each point of curvature (PC), each point of tangency (PT), and each point of reverse curve (PRC); and at each intersection of a street centerline with a plat boundary;

13. All plat meander lines or reference lines along bodies of water shall be established above, but not farther than 20 feet from, the high water line of such body;

14 Accurate outlines and legal descriptions of any areas to be dedicated or reserved for public use, with the purposes of such dedication or reservation and any limitations indicated thereon and in the dedication;

15. Accurate outlines of any areas to be reserved by deed covenant for common use of owners of property within the subdivision, together with the purposes of such reservation;

16. Any restrictions or conditions on the lots or tracts within the subdivision, as required by the hearing examiner, or at the discretion of the property owner;

17 The final recorded subdivision plat shall include a notice to the individual property owners and/or the homeowner's association of the location, responsibilities, and requirements associated with stormwater low impact development and management facilities;

18. The name and seal of the licensed land surveyor responsible for preparation of the final plat, and a signed certification on the plat by said surveyor to the effect that it is a true and

correct representation of the land actually surveyed by him or her, that the existing monuments shown thereon exist as located and that all dimensional and geodetic details are correct;

~~18~~19 A signed certification stating that the subdivision has been made with the free consent, and in accordance with the desires, of the owner or owners. If the plat includes a dedication, the certificate or a separate written instrument shall contain the dedication of all streets and other areas to the public, any individual or individuals, religious society or societies, or to any corporation, public or private, as shown on the plat, and a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage or maintenance of said street or other areas so dedicated. Such certificate or instrument shall be signed and acknowledged before a notary public by all parties having any interest in the lands subdivided. An offer of dedication may include a waiver of right of direct access to any street from any property Such waiver may be required by the city engineer as a condition of approval. Roads not dedicated to the public must be clearly marked on the face of the plat. Any dedication, donation or grant as shown on the face of the plat shall be considered as a quit claim deed to the said donee or grantee for use for the purpose intended by the donation or grant. At the discretion of the city engineer conveyances of right-of-way may be required to be by statutory warranty deed. The acceptance of right-of-way by the city shall not obligate the city to improve or develop the lands in the right-of-way;

~~19~~20. Forms for the appropriate certifications of the finance director, city engineer and planning director, as follows:

FINANCE DIRECTOR'S CERTIFICATE

I hereby certify that there are no delinquent special assessments for which the property subject to this subdivision may be liable to the city, and that all special assessments on any property herein contained dedicated as streets, alleys or for any other public use have been duly paid, satisfied or discharged, this _____ day of _____, 20___

_____
Auburn Director of Finance

CITY ENGINEER'S CERTIFICATE

I hereby certify that this final plat is in compliance with the certificate of improvements issued pursuant to ACC 17 14 015, and is consistent with all applicable City improvement standards and requirements in force on the date of preliminary plat approval, this _____ day of _____, 20___

_____
Auburn City Engineer

PLANNING DIRECTOR'S CERTIFICATE

I hereby certify on this _____ day of _____, 20___, that this final plat is in substantial conformance with the preliminary plat and any conditions attached thereto, which preliminary plat was approved by Resolution Number _____ of the Auburn City Council on the _____ day of _____, 20____, or by the Decision of the Hearing Examiner for the City of Auburn dated the _____ day of _____, 20____

_____
Auburn Planning Director

~~2021~~ A form for the approval of the mayor, pursuant to ACC 17 12.030, as follows:

APPROVAL

Examined and approved this _____ day of _____, 20___, pursuant to City Ordinance Number _____, adopted by the Auburn City Council on the _____ day of _____, 20___

_____
Mayor

ATTEST

_____
Auburn City Clerk

~~2122~~. A form for the certificate of the applicable (King/Pierce) county finance division, as follows, or as required by the applicable county, if different:

FINANCE DIVISION CERTIFICATE

I hereby certify that all property taxes are paid, that there are no delinquent special assessments certified to this office for collection, and that all special assessments certified to this office for collection on any of the property herein contained dedicated as streets, alleys or for other public use are paid in full this ___ day of _____, 20___

_____
Manager

_____
Deputy

~~2223~~. A form for the approval of the applicable (King/Pierce) county assessor, as follows, or as required by the applicable county, if different:

ASSESSOR'S APPROVAL

Examined and approved this _____ day of _____, 20___

_____
County Assessor

_____
Deputy County Assessor

_____

Account number

2324 A form for the certificate of the applicable (King/Pierce) county recorder, as follows, or as required by the applicable county, if different:

RECORDING CERTIFICATE

Filed for record at the request of the City of Auburn this _____ day of _____, 20___ at _____ minutes past _____ __.M., and recorded in Volume _____ of Plats, page _____ Records of (King or Pierce) County, Washington.

County Recording Number _____

_____
Manager

_____
Superintendent of Records

2425. Any additional pertinent information as required at the discretion of the city engineer or planning director (Ord. 6239 § 1, 2009; Ord. 6186 § 7, 2008; Ord. 6061 § 1, 2006; Ord. 5170 § 1, 1998; Ord. 4296 § 2, 1988. Formerly 17 10.010.)

Section 28. Amendment to City Code. That Section 18.50.010 of the Auburn City Code be and the same hereby is amended to read as follows:

18.50.010 Intent.

The intent of this chapter is to provide minimum landscaping and screening requirements in order to maintain and protect property values, to enhance the city's appearance, to visually unify the city and its neighborhoods, to improve the character of certain areas of the city, to reduce erosion and storm water runoff, to interrupt expanses of impervious surfaces, to reduce CO_2 emissions, improve air quality, and to maintain or replace existing vegetation and to prevent and abate public nuisances. (Ord. 6387 § 1, 2011, Ord. 4914 § 1, 1996; Ord. 4773 § 1, 1995, Ord. 4229 § 2, 1987)

Section 29. Amendment to City Code. That Section 18.50.040 of the Auburn City Code be and the same hereby is amended to read as follows:

18.50.040 Landscape development standards.

A. General Location for Landscape Improvements. Landscaping shall be provided in the following locations for all types of development, unless the city determines that the required landscape is not necessary to fulfill the purposes of this chapter

1 Perimeter Areas. All areas that abut a street or residential property shall be landscaped in compliance with this chapter, except where occupied by a primary building, walk or driveway Minimum landscape areas are listed in Tables 18.50.040(A) and (B).

2. Unused Areas. All areas of a multifamily or nonresidential project site not intended for a specific use (including areas planned for future phases of a phased development) shall be landscaped with existing natural vegetation, native grasses or similar

3. Parking/Loading Areas. Parking lots, and where loading areas are visible from a public street, shall be landscaped in compliance with this chapter

4 Outdoor Storage Areas, Recreational Vehicle Parking, and Refuse Areas. All outdoor storage areas, recreational vehicle parking, and refuse areas, when visible from adjoining properties or public streets, shall be landscaped in compliance with this chapter

5. Stormwater Low Impact Development (LID) Facilities. Areas of vegetation planted in stormwater LID facilities (not permanently inundated or ponded areas) and for which there is a city-approved maintenance plan as prescribed in the City's Engineering Design Standards Manual shall count towards the minimum landscape coverage areas outlined in subsection B below.

B. Landscape Area Requirements by Zones. Minimum landscape area requirements are listed below by zones consistent with ACC 18.02.070.

Table 18.50.040(A) Minimum Landscape Requirements by Zoning District

Zones	Minimum Landscape Coverage[1]	Minimum Landscape Planter Width – Perimeter Areas[2]	
		Abutting Street[3]	Abutting Residential Property
Residential Zones			
RC, R-1, R-5, and R-7 Residential Zones[4]	N/A	N/A	N/A
R-10, R-16 and R-20 Zones[5]	20%	6 ft.	10 ft.
Nonresidential Zones			
C-2	10%	0 ft.	6 ft.
C-1, C-N	10%	6 ft.	10 ft.
C-3, I, P-1	15%	6 ft.	10 ft.
EP	10%	10 ft.	10 ft.
BP	15%	10 ft.	10 ft.
M-1	10%	10 ft.	10 ft.
M-2	10%	10 ft.	25 ft.
Other			
RO[6]/RO-H[6]	N/A	N/A	N/A
DUC[7]	N/A	N/A	N/A

Notes:

1 Minimum landscape coverage required is the minimum percentage of net lot area that must be maintained with a vegetated pervious surface. Vegetated bioretention cells or water quality treatment swales (not permanently inundated or ponded areas) may be included in the required landscape coverage percentage. Preference shall first be given to retention of areas of existing native coniferous vegetation. For sites that do not have existing native coniferous vegetation, landscape coverage can be achieved through planting of native species.

2. Listed planter widths shall be located entirely on private property

3. The minimum landscape planter abutting a street may be reduced in size using the provision contained in ACC 18.50.080, Alternative landscaping plan. The reduced landscape planter shall have an average width of the requirement contained in Table 18.50.040(A).

4 Landscaping shall only be required in conjunction with an administrative or conditional use permit. The type and amount of landscaping shall be determined at that time the administrative or conditional use permit is approved.

5. Refer to ACC 18.31.200, Multifamily development and mixed-use development design standards and procedures, for additional requirements.

6. Landscaping within the RO/RO-H zone is not required unless site development includes the demolition of existing structure(s) together with new construction. Under this scenario the minimum landscape requirements of the C-1 zone shall be met.

7 Landscaping within the DUC zone shall be provided as defined in the Downtown Urban Center Design Standards; see reference to ACC 18.29.070.

C. Landscape Design and Planting Requirements. Landscape design and construction for new development or redevelopment shall be compatible with the surrounding urban and natural environment. Landscape plantings shall comply with the plant type, size, and spacing provisions listed below.

1 Landscape Design. Landscaping shall be designed as an integral part of the overall site plan with the purpose of enhancing building design, public views and spaces, supporting stormwater low impact development facilities, and providing buffers, transitions, and screening.

a. All required planting areas shall be covered with a mixture of trees, shrubs, and groundcover plants. Sodded lawn (not seed) may be substituted for some but not all of shrubs or groundcover plants. If sodded lawn is used it cannot cover more than 20 percent of the site and those portions of the lawn area must be served by an automatic irrigation system.

b. Planting design shall have focal points at project entries, plaza areas, and other areas of interest using distinct planting and/or landscape features.

c. As appropriate, building and site design shall include the use of landscaping against buildings to visually break up expanses of wall, soften appearance, and create visual interest through the use of planting areas, wall planters, hanging gardens, and/or raised planters. Loose rock, gravel, decorative rock or stone shall not exceed 20 percent of the planting area.

2. Plant Types. Landscape planting shall be compatible with the character and climate of the Pacific Northwest and complement the architectural design of structures on the site.

a. Native Landscaping. Landscaping materials installed shall include species native to the Puget Sound lowland region of the Pacific Northwest or noninvasive species that have adapted to the climactic conditions of the region in the following minimum amounts:

i. Fifty percent of trees.

ii. Fifty percent of groundcover and shrubs.

b. Trees. Trees planted within 10 feet of a public street, sidewalk, paved trail, or walkway shall be a deep-rooted species and shall be separated from hardscapes by a root barrier to prevent physical damage to public improvements.

3. Planting Size and Spacing. In order to balance both an immediate effect of a landscape installation and to allow sustained growth of planting materials, minimum plant material sizes and plant spacing are as follows:

a. Trees. Trees shall be a minimum of one and one-half inches in diameter breast height (dbh) at the time of planting. Evergreen trees shall be a minimum of four to six feet in height at the time of planting and may include either broadleaf or conifer Tree spacing within the perimeter planters along streets and abutting residential property shall be planted no further apart on center than the mature diameter of the proposed species.

b. Shrubs. Shrubs shall be a minimum of 18 inches in height, or two-gallon size containers, at the time of planting.

c. Groundcover Groundcover means low evergreen or deciduous plantings and shall be planted from either four-inch pot with 12-inch spacing or one-gallon pot with 18-inch spacing. Alternative spacing of particular species may be approved by the city if documentation concerning the effectiveness of the groundcover is submitted with the landscape plan.

d. Additional Spacing Provisions.

i. Tree size and spacing at installation shall be increased by the city where needed to ensure visual access for vehicles and pedestrians and provide clear vision at street, access tracts and driveway intersections (sight distance triangles).

ii. Trees or shrubs with a full-grown height equal to or greater than 30 inches shall not be planted in any sight distance triangle. Sight distance triangles are determined in conformance with the city of Auburn engineering design standards, Chapter 10.

iii. A minimum distance of 15 feet is required from the mature diameter of trees and the center of street light standards.

4 Landscaping Requirements for Parking Areas.

a. General Parking Lot Landscaping Standards.

i. All parking lot landscape areas shall be protected with vertical or extruded concrete curbs, or equivalent barriers. ~~Bumper~~ Tire blocks shall not be used as a substitute for curbing and boundary around the landscaped area unless they are integral to a stormwater LID facility design as approved by the City Engineer or his/her designee.

ii. All parking lot landscaping must be located between parking stalls, at the end of rows of parking, or between the end of rows of stalls and the property line.

iii. The maximum distance between any parking stall and required parking area landscaping shall be no more than 50 feet.

iv Shrubs, groundcover or lawn shall be planted to cover each parking lot planting area using the planting size and spacing requirements specific in subsection (C)(3) of this section. All groundcover shall have a mature height of not more than 24 inches.

v Modifications to protect drainage features, easements, or utility facilities may be allowed. Modifications that reduce landscape area or plant material shall be made up elsewhere on-site, if possible.

vi. The requirements of this section shall not apply to parking garages or to display areas for automotive and equipment sales and rentals that are specifically designed, approved and constructed for the display purpose and that do not reduce required landscape areas.

b. Specific Parking Lot Landscaping Standards.

Table 18.50.040(B) Specific Parking Lot Landscaping Standards

	Landscaped Area Required	Planting Area Design Requirements	Plantings Required
12 parking stalls or less	No requirement		

Table 18.50.040(B) Specific Parking Lot Landscaping Standards

	Landscaped Area Required	Planting Area Design Requirements	Plantings Required
13 – 75 parking stalls	7% of surface parking stalls (exclusive of circulation)	Minimum planter width: 6 feet	Trees shall be provided at the rate of a minimum of one per planter and/or one per 100 square feet of planter
76 parking stalls or more	10% of surface parking stalls (exclusive of circulation)	Minimum planter width: 6 feet	Trees shall be provided at the rate of a minimum of one per planter and/or one per 100 square feet of planter

5. Landscaping for Outdoor Storage Areas, Recreational Vehicle Parking and Refuse Areas.

a. Outdoor storage areas and recreational vehicle parking areas must be screened from view from adjacent streets and from all residentially zoned land by a minimum six-foot-wide landscape buffer This landscape buffer shall contain evergreen trees or tall shrubs, a minimum of six feet in height at the time of planting, which will provide a 100 percent sight-obscuring screen within three years from the time of planting is required; or a combination of evergreen trees or deciduous trees, planted 20 feet on center with no more than 30 percent being deciduous and backed by a 100 percent sight-obscuring fence. In addition to the trees, shrubs shall be planted at four-foot spacing, in all directions, and groundcover provided.

b. Outdoor storage areas abutting the Interurban Trail (regardless of the zoning of the Interurban Trail) and other future trails connecting to the Interurban Trail shall have a minimum 10-foot-wide landscape buffer containing the planting materials specified in subsection (C)(5)(a) of this section.

c. Trash containers, dumpsters, trash compactors, and recycling bins associated with multiplex, multi-unit residential, and nonresidential uses must be screened from public view on all sides with a solid fence, wall, or gate constructed of cedar, redwood, masonry, or other similar building material reflecting the overall design of the site, and be appropriately landscaped (e.g., climbing vines, arborvitae, etc.).

6. Irrigation. No portion of any landscaped area shall be located further away than 50 feet from a source of water adequate to irrigate the landscaping. The source of water may be a manual (hose connection) or an automatic irrigation system. (Ord. 6387 § 1, 2011; Ord. 4914 § 1, 1996; Ord. 4304 § 1(34), (35), 1988; Ord. 4229 § 2, 1987)

Section 30. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 31. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, section or portion of this ordinance, or the invalidity of the application thereof to any person or

circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 32. Effective date. This Ordinance shall be in full force and effect on December 31, 2016, and five days after its passage, approval and publication as provided by law

INTRODUCED: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN

_____

NANCY BACKUS, MAYOR

ATTEST:

_____

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

_____

Daniel B. Heid, City Attorney

Published: _____

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6622

Date:
October 11, 2016

Department:
Finance

Attachments:
Ordinance No. 6622
Loan contract

Budget Impact:
$0

Administrative Recommendation:

City Council adopt Ordinance No. 6622.

Background Summary:

In September 2015, the Public Works Department applied for a Drinking Water State Revolving Fund (DWSRF) loan to construct a new 24-inch diameter water main crossing underneath the White River, parallel to the existing steel main.

The State Public Works Board notified the City in January 2016 that the project was approved for funding. Auburn project ranked 17th out of 31 approved projects. The loan is for $1,353,400.00 at a 1.5% interest rate. A non-refundable 1% loan fee ($13,400.00) is due upon execution of the contract. The loan funds are federal, and are subject to both state and federal requirements. The City's project managers are experienced with these requirements, since many City projects are federally funded. The Legislature approved the loan during the 2016 regular session.

The loan has a 10 year repayment schedule.

Public Works will be presenting a brief power point with maps and pictures of the site.

Coal Creek Springs is the City's largest water source and is located south of the White River. The Coal Creek Springs transmission main conveys water under the White River to the City's storage reservoirs and water system on the north side of the river. The transmission main was installed in the 1920s and was constructed of welded steel and wood. The wood stave main was replaced with concrete cylinder pipe in 1964. Approximately 870 feet of steel main crossing the White River was not replaced. The steel main is now reaching the end of its useful life and requires replacement. Failure

of this main would prevent the City from using its largest water supply source, which currently provides over 60% of the City's drinking water.

This project will include:

- Constructing a new 24-inch diameter water main crossing underneath the White River, parallel to the existing steel main.
- Evaluating the integrity of the existing steel main, and lining approximately 450 feet of main to provide a reliable, redundant river crossing.
- Constructing a casing parallel to the new river crossing to provide 8-inch water main and utility conduit to Game Farm Wilderness Park on the south side of the White River.

The entire project is located within park land owned by the City, and construction activities will be near Muckleshoot Indian Tribe (MIT) lands. Recognizing the potential impacts to this environmentally sensitive location, completion of cultural, historical and environmental reviews will be an important component of the design phase.

Reviewed by Council Committees:

Councilmember:		**Staff:**	Coleman
Meeting Date:	October 17, 2016	**Item Number:**	ORD.B

ORDINANCE NO. 6622

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING MUNICIPAL INDEBTEDNESS AND APPROVING THE DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT FOR COAL CREEK SPRINGS TRANSMISSION MAIN REPLACEMENT

WHEREAS, the City of Auburn ("City"), Washington, operates a water supply and distribution system ("Water System"), sanitary sewage system ("Sewer System"), and stormwater drainage system ("Stormwater System," and together, the "System"), and provides drinking water to its customers within its water service area from its own water supplies; and

WHEREAS, Coal Creek Springs ("CCS") is the City's largest source of supply, accounting for approximately 60 percent of the total water produced for the City; and

WHEREAS, water from CCS is conveyed to Auburn's Howard Road Corrosion Control Facility and then to the water distribution system through a 2-mile long, 24-inch diameter pipe that was constructed in 1964 ("CCS Transmission Main"); and

WHEREAS, approximately 1,000 feet of the CCS Transmission Main consists of steel pipe originally constructed in 1925 that crosses under the White River; and

WHEREAS, a 2014 evaluation of the CCS Transmission Main identified concerns about the structural integrity of the steel pipe under the White River, and failure of the CCS Transmission Main would be catastrophic for the City's water supply; and

WHEREAS, the City intends to construct a second, parallel transmission pipeline under the White River as described in the City's Comprehensive Water Plan (October 2015), and then rehabilitate the existing steel Transmission Main to improve its structural integrity and prevent leaks; and

WHEREAS, the City applied for and received approval from the Washington State Public Works Board ("Board") for a Drinking Water State Revolving Fund loan (Loan No. DM16-952-046) to provide partial funding for the project entitled "Coal Creek Springs Transmission Main Replacement" (the "CCS Project"); and

WHEREAS, the City has issued and may issue from time to time in the future certain utility system revenue bonds payable from and secured by a lien on Net Revenue of the System and ULID Assessments (as such terms are defined in Ordinance No. 6451 passed by the City Council on February 19, 2013) (together, "Senior Lien Bonds"); and

WHEREAS, the ordinances authorizing the issuance of the outstanding Senior Lien Bonds authorize the City to issue, deliver and/or enter into other obligations payable from and secured by a lien on the Net Revenue of the System that is junior to the lien on such revenues securing the payment of the Senior Lien Bonds; and

WHEREAS, it is in the best interest of the City to enter into a contract with the Board for a subordinate lien loan to finance the CCS Project as provided herein;

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

Section 1. Authorization. That the Mayor is hereby authorized to execute, on behalf of the City, a Capital Agreement between the City and the Board ("Agreement") for a Drinking Water State Revolving Fund loan (Loan No. DM16-952-046) ("Loan") for the CCS Project in accordance with the terms and provisions set forth the Agreement affixed hereto, together with its Attachments, collectively marked as Exhibit "A" and incorporated herein by this reference.

Section 2. Security and Payment. The Loan shall be a special revenue obligation of the City payable solely from available revenues of the Water System. The Loan shall bear interest, be payable, and be subject to prepayment as set forth in the Agreement. The City hereby authorizes the creation of a special fund or account of the City to be used for the payment of principal of and interest on the Loan ("Loan Fund"). As long as the Loan remains outstanding, the City hereby irrevocably obligates and binds itself to set aside and pay from revenue of the Water System into the Loan Fund those amounts necessary, together with such other funds as are on hand and legally available, to pay the principal of and interest on the Loan as it becomes due and payable.

The amounts pledged to be paid into the Loan Fund shall be a prior lien on revenue of the Water System subject only to (a) the payment of Maintenance and Operation Expense of the System, (b) the payment of the principal of and interest on any revenue bonds, notes, warrants or other obligations of the System having a lien on Net Revenue, including but not limited to Senior Lien Bonds, and (c) the City's other obligations under the ordinances authorizing the Senior Lien Bonds in accordance with the priority of payments set forth therein. The Loan shall be payable solely from the revenue of the Water System and shall not be a general obligation of the City

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

Section 4. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, section or

portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN

_____

NANCY BACKUS, MAYOR

ATTEST

_____

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

_____

Daniel B. Heid, City Attorney

Published: _____

Washington State
Public Works Board
1011 Plum Street SE
Post Office Box 42525
Olympia, Washington 98504-2525

Capital Agreement between:

City of Auburn
and

Public Works Board

For:

Project Name: **Coal Creek Springs Transmission Main Replacement**
Loan Number: **DM16-952-046**
Loan Type: **DWSRF NT**

Contract Start Date: Contract Execution Date

DECLARATIONS

CLIENT INFORMATION

Legal Name:	**City of Auburn**
Loan Number**:**	**DM16-952-046**
Award Year:	**2016**
State Wide Vendor Number:	**SWV0002069-00**

PROJECT INFORMATION

Project Title:	**Coal Creek Springs Transmission Main Replacement**
Project City:	**Auburn**
Project State:	**Washington**
Project Zip Code:	**98001**

LOAN INFORMATION

Loan Amount:	**$1,353,400.00**
Loan Fee (Included in loan amount if applicable)	**$13,400.00**
Loan Forgiveness %:	**0%**
Loan Term:	**10 years**
Interest Rate:	**1.50%**
Payment Month:	**October 1st**
Earliest Date for Construction Reimbursement:	**7/1/2015**
Time of Performance	**48 months from Contract execution date to Project Completion date.**

FUNDING INFORMATION

Total Amount of Federal Award (as applicable)	**[To be determined]**
Federal Award Date	**[To be determined]**
Federal Award ID # (FAIN)	**[To be determined]**
Amount of Federal Funds Obligated by this action	**[To be determined]**
Awarding Official	**[To be determined]**

SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

The following sections of this contract are hereby deleted:
Section 2.2 - ADMINISTRATIVE COST ALLOCATION (final sentence): "An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed".
Section 2.24. - INDIRECT COSTS (entire section).

LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

This loan is a revenue obligation of the Contractor payable solely from the net revenue of the Water system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The Board grants the Contractor the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan Contract. This option may be used only if the entire project is a domestic water, sanitary sewer, storm sewer, or solid waste utility project.

DECLARATIONS (continued)

Loan Number: **DM16-952-046**
Project Title: **Coal Creek Springs Transmission Main Replacement**

Scope of Work:
This project will include 1 construction of approximately 600 LF of new 24 inch diameter water main crossing underneath the White River, valving, and associated appurtenances; 2 inspection of the existing steel transmission main for possible leaks and 3 lining approximately 450 lf of the existing steel transmission main to improve its structural integrity and prevent leaks.

In addition to costs of construction, costs may include (but are not limited to): engineering, cultural and historical resources review, permits, public involvement, and bid documents needed to meet local, state, and federal standards.

CONTRACT FACE SHEET
Contract Number: DM16-952-046
Drinking Water State Revolving Fund (DWSRF)
2016
(Municipal)

1. Contractor City of Auburn 25 West Main Street, Water Utility Engineer Auburn, WA 98001		**2. Contractor Doing Business As (optional)** N/A	
3. Contractor Representative N/A		**4. Public Works Board Representative** N/A	
5. Contract Amount **$1,353,400.00**	**6. Funding Source** **Federal:** ☒ **State:** ☒ **Other:** ☐ **N/A:** ☐	**7. Contract Start Date** Contract Execution Date	**8. Contract End Date** October 1, 2025
9. Federal Funds (as applicable) N/A	**Federal Agency** EPA	**CFDA Number** 66.468	
10. Tax ID # N/A	**11. SWV #** SWV0002069-00-00	**12. UBI #**	**13. DUNS #** 032942575

14. Contract Purpose

The purpose of this Contract is to provide funding for a project of a local government that furthers the goals and objectives of the Drinking Water State Revolving Fund Loan Program. The project will be undertaken by the Contractor and will include the activities described in the Declared Scope of Work.

The Board, defined as the Washington State Public Works Board, and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Declarations Page; Attachment I: Attorney's Certification; Attachment II: Federal and State Requirements; Attachment III: Disadvantaged Business Enterprise Requirements; Attachment IV: Certification Regarding Debarment, Suspension, and Other Responsibility Matters; Attachment V: DWSRF Eligible Project Costs; and Attachment VI: Labor Standard Provisions for Subrecipients that are Governmental Entities.

FOR THE CONTRACTOR	**FOR PUBLIC WORKS BOARD**
_____ Signature	_____ Stan Finkelstein, Public Works Board Chair
_____ Print Name	_____ Date
_____ Title	**APPROVED AS TO FORM ONLY**
_____ Date	This 30th Day of November, 2015 Bob Ferguson Attorney General
	Signature on file Kathryn Wyatt Assistant Attorney General

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DRINKING WATER STATE REVOLVING FUND
NEW TRADITIONAL
(MUNICIPAL)

Part 1. SPECIAL TERMS AND CONDITIONS

1.1. DEFINITIONS

As used throughout this Drinking Water State Revolving Fund Loan Contract, the following terms shall have the meaning set forth below:

A. AWARD YEAR shall mean the calendar year in which the funds were awarded to the Board for use in making loans under this program.

B. "Board" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.

C. "Contract" shall mean this Drinking Water State Revolving Fund Loan.

D. "Contractor" shall mean the Local Government identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.

E. The "Contract End Date" shall mean the date the contract expires. This date shall occur in the final year of the LOAN TERM unless otherwise amended, as counted from the AWARD YEAR. The actual date of contract execution shall have no effect on the Contract End Date.

F. "Deferral Period" shall be from the date of contract execution until the date of project completion. The Deferral Period shall not exceed 4 years in length.

G. "Department of Commerce" and "Commerce" shall mean the Washington State Department of Commerce.

H. "Department of Health" shall mean the Washington State Department of Health, Office of Drinking Water, who is the recipient of the Drinking Water State Revolving Fund grant and regulates drinking water systems in the State of Washington.

I. "Iron and steel products" are the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

J. PAYMENT MONTH shall mean the day and month of the year in which payments are due.

1.2. AUTHORITY

Acting under the authority of RCW 70.119A.170 and RCW 43.155.040, the Board has awarded the Contractor a Drinking Water State Revolving Fund loan for an approved project. The Contractor will be a sub-recipient of funds provided by the United States Environmental Protection Agency, CFDA Number 66.468, Title: Safe Drinking Water State Revolving Fund, award year of this contract.

1.3. PURPOSE

The Board and the Contractor have entered into this Contract to undertake a local project that furthers the goals and objectives of the Drinking Water State Revolving Fund Loan Program. The project will be undertaken by the Contractor and will include the activities described in the SCOPE OF WORK shown on the Declarations page. The project must be undertaken in accordance with the loan Program Special Terms and Conditions and all applicable federal, state and local laws and ordinances, including but not limited to those specifically enumerated in Attachment II: Federal and State Requirements, which by this reference are incorporated into this Contract as though set forth fully herein.

1.4. ORDER OF PRECIDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

A. Applicable federal and State of Washington statutes and regulations.
B. Special Terms and Conditions including attachments.
C. General Terms and Conditions.

1.5. AMOUNT OF LOAN

The Board, using funds appropriated from the Drinking Water Assistance Account, shall loan the Contractor a sum not to exceed the amount shown as LOAN AMOUNT on the attached Declarations Page. This loan amount includes a loan fee, if applicable, which is shown on the Declarations Page as LOAN FEE.

1.6. LOAN FEE

If the loan fee applies, it will be assessed at loan execution.

The amount of the loan fee (if applicable) represents one percent (1%) of the loan request and shall not be reduced, regardless of the actual final loan amount at project completion. If the loan fee applies and the total loan amount is increased by amendment, an additional loan fee equal to one percent (1%) of the additional loan amount will be assessed at amendment execution. The amount of any loan fee will be displayed on the Declarations Page as LOAN FEE.

1.7. TERM OF LOAN

Unless otherwise amended, the term of the loan shall not exceed the period shown on the Declarations Page as LOAN TERM. The term shall start in the AWARD YEAR.

Except as herein provided, under no circumstances shall the loan repayment period exceed 20 years from the contract execution date.

The loan term may be extended for a disadvantaged community up to 30 years, provided that a recipient completes loan repayment no later than 30 years after project completion and the term of the loan does not exceed the expected design life of the project.

1.8. RATE AND LOAN FORGIVENESS

The interest rate shall be the declared INTEREST RATE per annum on the outstanding principal balance, based on a three hundred and sixty (360) day year composed of twelve (12) thirty (30) day months. The amount of loan forgiveness (if applicable) shall be as stated on the attached Declarations Page, and identified therein as LOAN FORGIVENESS %.

If project is completed within 24 months of contract execution and includes the basic interest rate, the interest rate will be decreased to one percent (1.0%) at project completion. The calculation of interest rate will apply to the remaining payments beginning from the date the Project Completion report is certified.

This loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

1.9. DISBURSEMENT OF LOAN PROCEEDS AND REQUIRED DOCUMENTATION

If funding or appropriation is not available at the time the Contractor submits a request for a loan disbursement, the issuance of a warrant will be delayed or suspended until such time funds become available. Therefore, subject to availability of funds, warrants shall be issued to the Contractor for payment of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared SCOPE OF WORK.

The loan funds will be disbursed to the Contractor as follows:

Ten percent (10%) of loan proceeds will be held until project completion. The total Drinking Water State Revolving Fund Loan shall not exceed one hundred percent (100%) of the actual eligible project costs.

When requesting reimbursement for costs incurred, the Contractor shall submit a signed and completed Invoice Voucher (Form A19), referencing the declared SCOPE OF WORK project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The purchase of any land necessary and integral to the project must be included in the declared SCOPE OF WORK and be documented with an appraisal or other market valuation and a valid purchase and sale agreement. The Invoice Voucher must be certified by an official of the Contractor with authority to bind the Contractor.

Each A19 Reimbursement Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date. The Department of Commerce (Commerce) will not release payment for any reimbursement request received until the Project Status Report is received. After approving the Voucher and the Project Status Report, Commerce shall promptly release funds to the Contractor.

Construction expenses incurred after the date shown as EARLIEST DATE FOR CONSTRUCTION REIMBURSEMENT on the Declarations Page are eligible for reimbursement. Requests for reimbursements for costs related to construction activities will not be accepted until the Contractor has met the following conditions:

A. Issued a Notice to Proceed which follows the formal award of a construction contract;
B. Completed the State Environmental Review Process;
C. Complied with all provisions of Section 106 of the National Historic Preservation Act of 1966;
D. Complied with Section 1.19: Prevailing Wage;
E. Obtained approval from the Department of Health of the project report and related construction documents for all applicable activities described in the declared SCOPE OF WORK; and
F. Complied with any other loan conditions required by Department of Health or The Board.

An electronic copy (emailed PDF or a FAX) of a signed A19 Reimbursement Voucher and other required documentation is the preferred method for requesting reimbursement. Submit the electronic requests to your Federal Programs Unit (FPU) representative or fax to 360-586-8440. This electronic submittal may be 25 pages or less. If you choose to send your vouchers and backup documentation electronically, please DO NOT mail in the original. You will receive email notification from your FPU representative that the electronic request has been received.

Commerce will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices may be submitted to Commerce not more often than monthly.

Payment shall be considered timely if made by Commerce within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The Board may, at its sole discretion, withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Board.

In the event that the Contractor receives reimbursement for costs that are later determined by the Board to be ineligible, these funds shall be repaid to the Drinking Water Assistance Account by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

At the time of project completion, the Contractor shall submit to the Board a Certified Project Completion Request certifying the total actual project costs, and a final voucher for the remaining eligible funds. The Certified Project Completion Request shall include a copy of the Construction Completion Report as submitted to Department of Health.

1.10. TIME OF PERFORMANCE

The Contractor shall begin the activities identified within the declared SCOPE OF WORK no later than thirty (30) days after Contract execution. No later than eighteen (18) months after Contract execution, the Contractor shall issue a 'Notice to Proceed', which follows the formal award of a construction contract.

The Contractor must reach project completion within the period specified on the Declarations Page as TIME OF PERFORMANCE.

Failure to meet Time of Performance within the time frame described in this section shall constitute default under this Contract, and as a result, this Contract may be terminated. In the event of extenuating circumstances, the Contractor may request, in writing, at least 90 days prior to the expiration of project completion date that the Board extend the deadline for project completion. The Board may extend the time of project completion.

1.11. PROJECT COMPLETION AMENDMENT AND THE CERTIFIED PROJECT COMPLETION REPORT

The Contractor shall initiate a Project Completion Amendment by submitting a Certified Project Completion Report when activities identified in the declared SCOPE OF WORK are complete and the Contractor agrees that no additional eligible costs will be reimbursed.

In the Project Completion Amendment, the Contractor will provide the following information to the Board:

A. A certified statement of the actual dollar amounts spent, from all fund sources, in completing the project as described in the declared SCOPE OF WORK.

B. Certification that all costs associated with the project have been incurred. Costs are incurred when goods and services are received and/or contract work is performed.

C. A copy of the Department of Health Construction Completion Report as submitted to Department of Health.

D. Evidence documenting compliance with audit requirements as referenced in Section 1.27.

E. A final voucher for the remaining eligible funds.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount and term of the loan.

1.12. REPAYMENT

An assistance recipient begins annual repayment of the loan no later than one year after contract execution. The first repayment installment is due on the first day of the month shown as PAYMENT MONTH on the Declarations Page. Interest only will be charged for this first payment if a draw is made prior to this date. All subsequent payments shall consist of principal and accrued interest due that month of each year during the remaining term of the loan.

Repayment of the loan under this Contract shall include the declared INTEREST RATE per annum. Interest will begin to accrue from the date each payment is issued to the Contractor. The final payment shall be on or before the completion of the declared LOAN TERM, payable on or before the declared PAYMENT MONTH of an amount sufficient to bring the loan balance to zero.

The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.13. DEFAULT IN REPAYMENT

Loan repayments shall be made in accordance with Section 1.12 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be one percent (1%) per month or twelve percent (12%) per annum of the delinquent payment amount. These same penalty terms shall apply if the repayment of loan funds determined to be ineligible costs are not repaid within thirty (30) days as provided for in Section 1.9.

1.14. The Contractor acknowledges and agrees to the Board's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency. Contractor shall be responsible for all legal fees incurred by the Board in any action undertaken to enforce its rights under this section.LOAN SECURITY

Loan Security may be required as a performance condition of this contract. If such performance condition is required it shall be indicated on the attached Declarations Page and identified therein as LOAN SECURITY CONDITION.

The Board grants the Contractor the right to issue future bonds and notes that constitute a lien and charge on the revenue source superior to the lien and charge of this Loan Contract. Nothing in this section shall absolve the Contractor of its obligation to make loan repayments when due, and to adjust rates, fees, or surcharges, if necessary, to meet its obligations under this Contract.

1.15. HISTORICAL AND CULTURAL ARTIFACTS

The Contractor acknowledges that the project funded by this Contract is subject to Section 106 of the National Historic Preservation Act of 1966.

Contractor agrees that Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural artifacts and agrees to hold harmless the State of Washington in relation to any claim related to such historical or cultural artifacts discovered, disturbed, or damaged as a result of Contractor's public works project funded under this Contract.

The Contractor agrees that, in no case shall construction activities, ground disturbance, or excavation of any sort, begin until the Contractor has complied with all provisions of Section 106 of the National Historic Preservation Act of 1966, as amended.

In addition, the Contractor shall not conduct or authorize destructive project planning activities before completing compliance with Section 106 of the National Historic Preservation Act of 1966, as amended.

If historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and implement reasonable measures to protect the discovery site from further disturbance, take reasonable steps to ensure confidentiality of the discovery site, restrict access to the site, and notify the concerned tribe's cultural staff or committee, Tribal Historical Preservation Officer (THPO), Cultural Resources Program Manager at Washington State Department of Health, and the State's Historical Preservation Officer (SHPO) at the Washington State Department of Archaeology and Historic Preservation (DAHP). If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact the concerned tribe's cultural staff or committee and DAHP.

The Contractor shall require the above provisions to be contained in all contracts for work or services related to the declared SCOPE OF WORK. In no case shall construction activities begin until the Contractor has complied with all provisions of Section 106 of the National Historic Preservation Act of 1966.

In addition to the requirements set forth in this Contract, the Contractor agrees to comply with Native American Graves Protection and Repatriation Act, Archaeological Resources Protection Act, Revised Code of Washington (RCW) 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and Washington Administrative Code (WAC) 25-48 regarding Archaeological Excavation and Removal Permits.

1.16. FEDERAL AND STATE REQUIREMENTS

The Contractor assures compliance with all applicable federal, state and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project, including but not limited to those listed in Attachments II, III, and IV.

1.17. COMPETITIVE BIDDING REQUIREMENTS

Pursuant to 40 CFR, Section 33.501(b) and (c), the Contractor also agrees to create and maintain a bidders list for both Disadvantaged Business Enterprises (DBE) and Non-Disadvantaged Business Enterprises (non-DBE). The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of DBE and non-DBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts or bid or quote subcontracts on Environmental Protection Agency assisted projects, including both DBE and non-DBE. The bidders list must be kept at least until the grant project period has expired and the recipient is no longer receiving Environmental Protection Agency funding under the grant. For entities receiving identified loans, the bidders list must only be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors: entity's name with point of contact; entity's mailing address, telephone number, and e-mail address; the procurement on which the entity bid or quoted, and when; and, entity's status as a DBE or non-DBE.

The Contractor agrees to provide Environmental Protection Agency Form 6100-2 DBE Subcontractor Participation and Environmental Protection Agency Form 6100-3 DBE Subcontractor Performance to all its Disadvantaged Business Enterprise subcontractors.

The Contractor shall require Disadvantaged Business Enterprise provisions are contained in all contracts with any subcontractors for work or services related to the declared SCOPE OF WORK.

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Drinking Water State Revolving Fund program.

1.18. ELIGIBLE PROJECT COSTS

The Contractor assures compliance with Attachment V: DWSRF Eligible Project Costs, which identifies eligible costs for projects funded by Drinking Water State Revolving Fund loans.

1.19. PREVAILING WAGE

These terms supersede the terms in Section 2.33. Prevailing Wage Laws in General Terms and Conditions.

All contractors and subcontractors performing work on a construction project funded through this Contract shall comply with prevailing wage laws by paying the higher of state or federal prevailing wages according to:

State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence

compliance with Chapter 39.12 RCW, and shall make such records available for Board's review upon request; or,

The Davis Bacon Act, 40 USC 276a-276a-5 and related federal acts provide that all laborers and mechanics employed by contractors or subcontractors in the performance shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

The Contractor agrees that the Contractor is legally and financially responsible for compliance with the prevailing wage requirements. Contractor is advised to consult the United States Department of Labor and Washington State Department of Labor and Industries websites to determine the federal and State prevailing wages that must be paid.

The Contractor shall ensure that all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the declared SCOPE OF WORK shall insert in full, in any contract, the labor standards provisions listed in Attachment VI: Labor Standard Provisions for Subrecipients That Are Governmental Entities. Contractor shall report to the Board and/or the Department of Health that this requirement has been met as stated in this Contract.

1.20. FEDERAL EXCLUSION

These Terms add to the terms in Section 2.11. Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion – Primary and Lower Tier Covered Transactions in General Terms and Conditions. The Contractor also agrees to access the Federal Exclusion List at www.sam.gov and provide Federal Exclusion documentation to the Board and to keep a copy on file with the Contractor's project records.

1.21. REGISTRATION WITH CENTRAL CONTRACTOR REGISTRATION (CCR)

By signing this Contract, the Contractor accepts the requirements stated in 48 CFR 52.204-7 to register with the Central Contractor Registration (CCR) database at the System for Awards Management (SAM) website. To register in SAM, a valid Data Universal Numbering System (DUNS) Number is required. The Contractor is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Contractor must remain registered in the SAM database after the initial registration. The Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Contractor shall provide evidence documenting registration and renewal of SAM registration to the Board.

In the event of the Contractor's noncompliance or refusal to comply with the requirement stated above, the Board reserves the right to suspend payment until the Contractor cures this noncompliance.

1.22. RECORDKEEPING AND ACCESS TO RECORDS

These terms supersede the terms in Section 2.38. Records Maintenance in General Terms and Conditions.

The Board, the Board's agents, and duly authorized officials of the state and federal governments shall have full access and the right to examine, copy, excerpt, or transcribe any pertinent documents, papers, records, and books of the Contractor and of persons, firms, or organizations with which the Contractor may contract, involving transactions related to this project and this Contract.

The Contractor agrees to retain these records for a period of six (6) years from the date that the debt is retired. This includes but is not limited to financial reports. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

1.23. REPORTS

The Contractor, at such times and on such forms as the Board may require, shall furnish the Board with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Contract including, but not limited to:

A. Prevailing Wage decisions and/or changes
B. Disadvantaged Business Enterprises utilization
C. Project Status Reports with each Invoice Voucher
D. Certified Project Completion Report at project completion (as described in Section 1.11)
E. Other reports as the Board may require

In the event of the Contractor's noncompliance or refusal to comply with the requirement stated above, the Board reserves the right to suspend payment until the Contractor cures this noncompliance.

1.24. AMENDMENTS, MODIFICATIONS, ASSIGNMENTS, AND WAIVERS

Amendments, modifications, assignments, and waivers to any of the terms of this contract supersede those terms as found in the original contract.

The Contractor may request an amendment of this Contract for the purpose of modifying the declared SCOPE OF WORK or for extending the time of performance as provided for in Section 1.10. Any revision to the SCOPE OF WORK or location of the project must be approved by the Department of Health. No modification or amendment resulting in an extension of time shall take effect until a request has been received and approved by the Board in accordance with Section 1.10.

During the term of this loan, any change in ownership of the water system(s) improved with funds received by the Contractor under this Contract must be approved in writing by the Board. As a condition of approval, the Board reserves the right to demand payment in full of the outstanding principal balance of the loan.

No conditions or provisions of this Contract may be waived unless approved by the Board in writing. No waiver of any default or breach by any party shall be implied from any failure to take action upon such default or breach if the default of breach persists or repeats.

1.25. TERMINATION FOR CAUSE

These terms supersede the terms in Section 2.46. Termination for Cause/Suspension in General Terms and Conditions.

If the Board concludes that the Contractor has failed to comply with the terms and conditions of this Contract, or has failed to use the loan proceeds only for those activities identified in the declared SCOPE OF WORK, or has otherwise materially breached one or more of the covenants in this Contract, the Board may at any time, at its discretion, upon notice to the Contractor, terminate the Contract and/or its attached agreements in whole or in part and declare the entire remaining balance of the loan, together with any interest accrued, immediately due and payable in full. Such Notice of Termination for Cause shall be in writing, shall state the reason(s) for such termination, and shall specify the effective date of the termination. The effective date of the termination will be determined by the Board. Such notice shall inform the Contractor of the breach of the relevant covenant and shall allow the Contractor at least thirty (30) business days to cure such breach, if curable. The notice shall instruct the Contractor that, if the breach is not cured or cannot be cured within thirty (30) business days, the outstanding balance of the loan shall be due and payable. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Nothing in this section shall affect the Contractor's obligations to immediately repay the unpaid balance of the loan as prescribed in the Washington Administrative Code (WAC) 246-296-150.

1.26. TERMINATION FOR CONVENIENCE

These terms supersede the terms in Section 2.47. Termination for Convenience in General Terms and Conditions.

The Board may terminate this Contract in the event that federal or state funds are no longer available to the Board, or are not appropriated for the purpose of meeting the Board's obligations under this Contract. The Board shall notify the Contractor in writing of its determination to terminate and the reason for such termination. The effective date of the termination will be determined by the Board. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Nothing in this section shall affect Contractor's obligations to repay the unpaid balance of the loan.

1.27. AUDIT

These terms supersede the terms in Section 2.10. Audit in General Terms and Conditions.

The Board reserves the right to require an audit of this project. The Contractor is responsible for correcting any audit findings. The Contractor agrees to refund to the Board all disallowed costs resulting from the audit. Audit costs are allowable expenses within this Contract.

Municipal and Not-For-Profit entities:

Audits of the Contractor's project activities may be conducted by the State Auditor Office (SAO). Audit costs are eligible project costs. The Contractor shall maintain its records and accounts so as to facilitate the audit requirements of the Board or its successor. The Contractor is responsible for any audit findings incurred by its own organization. The Board reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

For audits of fiscal years beginning after December 26, 2014, Contractors expending $750,000 or more in any fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR §200.501 – Audit Requirements."

For audits of fiscal years beginning prior to December 26, 2014, Contractors expending $500,000 or more in any fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with existing Federal audit requirements.

For-Profit entities:

Audits must include a report on the internal control related to the federal program, which should describe the scope of testing of the internal control and the results of the tests.

The audit also must include a report on compliance, which includes an opinion (or disclaimer of opinion) on whether the auditee complied with laws, regulations and the provisions of the award agreement that could have a direct and material effect on the federal program.

The Contractor must send a copy of any required audit Reporting Package as described in existing Federal audit requirements for audits of fiscal years beginning prior to December 26, 2014, or 2 CFR §200.512 – Report Submission, for audits of fiscal years beginning after December 26, 2014, no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Department of Commerce
ATTN: Public Works Board
P.O. Box 42525
1011 Plum Street SE
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the Board.
- Copy of the Management Letter.

1.28. PROJECT SIGNS

If the Contractor displays, during the period covered by this Contract, any signs or markers identifying those entities participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board Drinking Water State Revolving Fund and the Washington State Department of Health as participants in the project.

1.29. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

As mandated by the Environmental Protection Agency, the Contractor agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement under this Contract. The Contractor is required to follow the requirements identified in Attachment III: Disadvantaged Business Enterprise Requirements.

By signing this Contract, the Contractor accepts the applicable MBE/WBE fair share objectives/goals negotiated with Environmental Protection Agency by the Washington State Office of Minority and Women's Business Enterprises. The Contractor attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Washington State Office of Minority and Women's Business Enterprises. The goals for the utilization of disadvantaged businesses are stated in Attachment III: Disadvantaged Business Enterprise Requirements.

The Contractor is required to furnish the Board and the Department of Health with such periodic reports as the Department may request pertaining to the utilization of disadvantaged businesses.

1.30. NONDISCRIMINATION PROVISION

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 USC 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

The Contractor must also include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the declared SCOPE OF WORK:

"The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract."

1.31. PROHIBITION STATEMENT

Pursuant to Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the Contractor `s contractors, subcontractors, engineers, vendors, and any other entity shall comply with and include the following terms and conditions in all contracts for work or services listed in the declared SCOPE OF WORK:

"All forms of trafficking in persons, illegal sex trade, or forced labor practices are prohibited in the performance of this award or subawards under the award, or in any manner during the period of time that the award is in effect. This prohibition applies to you as the recipient, your employees, subrecipients under this award, and subrecipients' employees."

If any term of this section is violated, this contract may be terminated.

1.32. FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM

The Contractor warrants that the Contractor neither has submitted nor shall submit any information that is materially false, incorrect, or incomplete to the Board.

The Contractor is advised that providing false, fictitious, or misleading information with respect to the receipt and disbursements of Environmental Protection Agency funds is basis for criminal, civil, or administrative fines and/or penalties.

1.33. LITIGATION

The Contractor warrants that there is no threatened or pending litigation, investigation, or legal action before any court, arbitrator, or administrative agency that, if adversely determined, would have a materially adverse effect on the Contractor's ability to repay the loan.

1.34. ESTABLISHMENT OF ADEQUATE RATES AND RESERVES

The Contractor agrees to provide a resolution adopting rate increases, capital assessments, or both, for the services of the system that shall be sufficient to provide funds which, along with other revenues of the system, will pay all operating expenses and debt repayments during the term of the loan. In addition, the Contractor shall create, fund, and maintain reserves at least as required by the Water System Plan or Small Water System Management Plan. The Board reserves the right, at anytime, to request proof of compliance of these requirements from the Contractor.

1.35. SPECIAL CONDITIONS

If SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this contract.

1.36. INVESTMENT GRADE AUDIT

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which energy efficiency is obtainable, Contractor must undertake an investment grade audit per ESHB 1497.

Costs incurred as part of the investment grade audit are eligible project costs.

1.37. BUY AMERICAN

None of the funds made available to the Contractor shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. This requirement applies to the entire project receiving a loan agreement executed after January 17, 2014. Buy American does not apply to a project if the Department of Health approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to January 17, 2014.

Waiver of the Buy American requirement may be considered if: 1) compliance would be inconsistent with the public interest; or 2) the particular iron and steel products are not produced in the United States in sufficient and reasonably available quantities and/or the particular iron and steel products are not of a satisfactory quality; or 3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than *25* percent. For consideration, a request for a waiver must be submitted to the Environmental Protection Agency (EPA). Contractors shall submit the waiver request to Commerce, which will then submit the request to EPA. EPA will post the waiver request and any other information available to EPA concerning the waiver request, on EPA's public Internet website and allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The full text of the Buy American requirements appear at H.R. 3547, Consolidated Appropriations Act, 2014.

Part 2. GENERAL TERMS AND CONDITIONS

2.1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.

B. "Board" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract

C. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

D. "Modified Total Direct Costs (MTDC" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2. ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Specific Terms and Conditions. Administrative services shared by other programs shall be assigned to this Contract based on an allocation plan that reflects allowable administrative costs that support services provided under each Contract administered by the Contractor. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

2.3. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.4. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

2.5. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

2.6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.7. APPROVAL

This contract shall be subject to the written approval of the Board's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.8. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Board.

2.9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys fees and costs.

2.10. AUDIT

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

The Board reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

As applicable, Contractors required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the Board requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirements - OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations

Grantees expending $750,000 or more in a fiscal year (that begins after December 26, 2014) in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200. For fiscal years beginning prior to December 26, 2014, Grantees are required to have an audit conducted in accordance with Federal audit requirements. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:

Grantor agency name
Federal agency
Federal program name
Other identifying contract numbers
Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
Grantor contract number
Total award amount including amendments (total grant award)
Current year expenditures

If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor in accordance with OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by the Board.

C. Documentation Requirements

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Contractor's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or by sending a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street
PO Box 42525

Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the Board.
- Copy of the Management Letter.

2.11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

A. Contractor, defined as the primary participant and it principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and,

4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.

B. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.

C. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Board.

D. The Contractor further agrees by signing this contract that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

a) The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Board for assistance in obtaining a copy of these regulations.

2.12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990, 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. “Confidential Information” as used in this section includes:

1. All material provided to the Contractor by the Board that is designated as “confidential” by the Board;

2. All material produced by the Contractor that is designated as “confidential” by the Board; and

3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Board or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the Board with its policies and procedures on confidentiality. The Board may require changes to such policies and procedures as they apply to this Contract whenever the Board reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the Board. Upon request, the Contractor shall immediately return to the Board any Confidential Information that the Board reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify the Board within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.14. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Contractor and their subcontractor(s) must identify and state of Washington employees for former state employees employed or on the firm's governing board during the past 24 months. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a contract.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

2.15. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Board. The Board shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the Board effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the Board a nonexclusive, royalty-free, irrevocable license (with rights

to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Board.

The Contractor shall exert all reasonable effort to advise the Board, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the Board with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The Board shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.17. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.18. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of the Board, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and,
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.19. DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.20. ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

2.21. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.22. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, the Board, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, the Board, the state of Washington, its officers, employees and authorized agents.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.23. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the State of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.24. INDIRECT COSTS

If statutorily allowed and if the Contractor chooses to charge Indirect under this grant, the Contractor shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

2.25. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, The Board may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Board may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Board under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.26. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. Audits

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

B. Environmental Protection and Review

Coastal Zone Management Act of 1972, 16 USC.§§1451-1464HUD's implementing regulations at 24 CFR parts 50 or 58, as appropriate.

Lead Based Paint Poisoning Prevention Act, 42 USC 4821-4846 also 24 CFR 982.401(j).

National Environmental Policy Act of 1969, 42 USC4321 et seq. and the Implementing Regulations of 24 CFR 58 (HUD) and 40 CFR 1500-1508 (Council on Environmental Quality) Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 USC 4851-4856.

C. Flood Plains

Flood Disaster Protection Act of 1973, 42 USC 4001-4128.

D. Labor and Safety Standards

All Rental Units Assisted with Federal Funds Must Meet the Section 8 Housing Quality Standards (HQS) and Local Housing Code Requirements for the duration of the Affordability Period.

Convict Labor, 18 USC 751, 752, 4081, 4082.

Davis Bacon Act, 40 USC 276a-276a-5.

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 USC 201 et seq.

Work Hours and Safety Act of 1962, 40 USC 327-330 and Department of Labor Regulations, 29 CFR Part 5.

Title IV of the Lead Based Paint Poisoning Prevention Act, 42 USC 4831, 24 CFR Part 35.

E. Laws against Discrimination

Age Discrimination Act of 1975, Public Law 94-135, 42 USC 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336.

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Fair Housing Act (42 USC 3601-19) and implementing regulations at 24 CFR part 100.Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8.

Fair Housing, Title VIII of the Civil Rights Act of 1968, Public Law 90-284, 42 USC 3601-19.

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 USC 793.

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 USC 794.

Minority Business Enterprises, Executive Order 11625, 15 USC 631.

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).

Nondiscrimination in Benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 USC 2002d et seq, 24 CFR Part 1.

Nondiscrimination in Employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

Nondiscrimination in Federally Assisted Programs.

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 USC 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).

F. Office of Management and Budget Circulars

Cost Principles for State, Local and Indian Tribal Governments, OMB Circular A-87, 2 CFR, Part 225.

Cost Principles for Nonprofit Organizations, OMB Circular A-122, (if the Contractor is a nonprofit organization).

Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102, (if the Contractor is a local government or federally recognized Indian tribal government).

Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110.

G. Other

Anti-Kickback Act, 18 USC 874; 40 USC 276b, 276c; 41 USC 51-54.

H.R. 3547, Consolidated Appropriations Act, 2014.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 USC 1501-8.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352 (Byrd Anti-Lobbying Amendment). 31 USC 1352 provides that Contractors who apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31

USC 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Non-Supplanting Federal Funds.

Section 8 Housing Assistance Payments Program.

H. Privacy

Privacy Act of 1974, 5 USC 522a.

I. Relocation

Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and implementing regulations at 49 CFR part 24.

Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CRF part 570.

Washington State Laws and Regulations

A. Affirmative Action, RCW 41.06.020 .
B. Boards of Directors or Officers of Non-Profit Corporations – Liability - Limitations, RCW 4.24.264.
C. Disclosure-Campaign Finances-Lobbying, Chapter 42.17 RCW.
D. Discrimination-Human Rights Commission, Chapter 49.60 RCW.
E. Ethics in Public Service, Chapter 42.52 RCW.
F. Affordable Housing Program, Chapter 43.185 RCW
G. Interlocal Cooperation Act, Chapter 39.34 RCW.
H. Noise Control, Chapter 70.107 RCW.
I. Office of Minority and Women's Business Enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
J. Open Public Meetings act, Chapter 42.30 RCW.
K. Prevailing Wages on Public Works, Chapter 39.12 RCW.
L. Public Records Act, Chapter 42.56 RCW.
M. Relocation Assistance - Real Property Acquisition Policy, Chapter 8.26 RCW.
N. Shoreline Management Act of 1971, Chapter 90.58 RCW.
O. State Budgeting, Accounting, and Reporting System, Chapter 43.88 RCW.
P. State Building Code, Chapter 19.27 RCW and Energy-Related Building Standards, Chapter 19.27A RCW, and Provisions in Buildings for Aged and Handicapped Persons, Chapter 70.92 RCW.
Q. State Coastal Zone Management Program Section 309 Assessment and Strategy (Publication 01-06-003), Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
R. State Environmental Policy, Chapter 43.21C RCW.
S. State Executive Order 05-05, Archeological and Cultural Resources.

2.27. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

2.28. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.29. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.30. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated

in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.31. NOTIFICATION OF TENANT RIGHTS/RESPONSIBILITIES

The Contractor shall provide all tenants, if any, with information outlining tenant rights and responsibilities under the Washington State Landlord Tenant laws, Title 59, Revised Code of Washington.

The Contractor shall also provide all occupants of property acquired with U.S. Department of Housing and Urban Development (HUD) funds notice regarding their eligibility for relocation assistance. Such notices will be provided as required by the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended and referenced in 49 CFR part 24 and Section 104(d) of the Housing and Community Development Act of 1974, as amended and referenced in 24 CFR 570 and noted in HUD's Handbook No. 1378. Notifications will include but not be limited to:

- General Information Notice
- Notice of Displacement/Non-Displacement

2.32. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.33. PREVAILING WAGE LAWS

All contractors and subcontractors performing work on a construction project funded through this agreement shall comply with prevailing wage laws by paying the higher of state or federal prevailing wages according to:

State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request; or

The Davis Bacon Act, 40 USC. 276a-276a-5 and related federal acts provide that all laborers and mechanics employed by contractors or subcontractors in the performance shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

2.34. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Contractor which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Contract.

A Contractor which is a nonprofit organization shall establish procurement policies in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this Contract.

The Contractor's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
   a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
   b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
   c. Positive efforts shall be made to use small and minority-owned businesses.

d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.

e. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.

f. Some form of price or cost analysis should be performed in connection with every procurement action.

g. Procurement records and files for purchases shall include all of the following:

1) Contractor selection or rejection.
2) The basis for the cost or price.
3) Justification for lack of competitive bids if offers are not obtained.

h. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.

4. Contractor and Subcontractor must receive prior approval from the Board for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this contract is expected to exceed $5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

2.35. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.36. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the Board's name is mentioned, or language used from which the connection with the state of Washington's or the Board's name may reasonably be inferred or implied, without the prior written consent of the Board .

2.37. RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, The Board reserves the right to recapture funds in an amount to compensate the Board for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the Board. In the alternative, The Board may recapture such funds from payments due under this contract.

2.38. RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.39. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.40. RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.41. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, The Board may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.42. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contact are declared to be severable.

2.43. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the Board.

If the Board approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the Board in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the Board if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Board for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the Board and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.44. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

2.45. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.46. TERMINATION FOR CAUSE/SUSPENSION

In event the Board determines that the Contractor failed to comply with any term or condition of this Contract, the Board may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the Board upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the Board may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the Board to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the Board determines that the Contractor did not fail to comply with the terms of the Contract or when the Board determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original contract and the replacement contract, as well as all costs associated with entering into the replacement contract (i.e., competitive bidding, mailing, advertising, and staff time).

2.47. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, the Board may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

2.48. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by the Board, the Contractor shall:

A. Stop work under the Contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities related to the Contract;

C. Assign to the Board all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Board has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the Board; and

D. Preserve and transfer any materials, contract deliverables and/or the Board property in the Contractor's possession as directed by the Board.

Upon termination of the Contract, the Board shall pay the Contractor for any service provided by the Contractor under the Contract prior to the date of termination. The Board may withhold any amount due as the Board reasonably determines is necessary to protect the Board against potential loss or liability resulting from the termination. The Board shall pay any withheld amount to the Contractor if the Board later determines that loss or liability will not occur.

The rights and remedies of the Board under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

2.49. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of the Board.

2.50. WORK HOURS AND SAFETY STANDARDS

The Contract Work Hours and Safety Standards Act (40 USC 327-333)-Where applicable, all contracts awarded by recipients in excess of $100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Contract Work Hours Safety Standards Act (40 USC 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ATTACHMENT I: ATTORNEY'S CERTIFICATION

DRINKING WATER STATE REVOLVING FUND
(MUNICIPAL)

City of Auburn
DM16-952-046

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the Contractor identified on the Declarations Page of the Contract identified above; and

I have also examined any and all documents and records, which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.

2. The Contractor is empowered to accept the Drinking Water State Revolving Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.

3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the Drinking Water State Revolving Fund loan extended by the Public Works Board with respect to such project. The Contractor is not a party to litigation, which will materially affect its ability to repay such loan on the terms contained in the loan agreement.

4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Contractor.

_____ _____
Signature of Attorney Date

_____
Name

_____
Address

ATTACHMENT II: FEDERAL AND STATE REQUIREMENTS

1) Environmental Authorities

a) Archeological and Historic Preservation Act of 1974, Public Law 86-523 as amended
b) Clean Air Act, Public Law 84-159 as amended
c) Coastal Zone Management Act, Public Law 92-583 as amended
d) Endangered Species Act, Public Law 93-205 as amended
e) Environmental Justice, Executive Order 12898
f) Floodplain Management, Executive Order 11988 as amended by Executive Order 12148
g) Protection of Wetlands, Executive Order 11990
h) Farmland Protection Policy Act, Public Law 97-98
i) Fish and Wildlife Coordination Act, Public Law 85-624 as amended
j) National Historic Preservation Act of 1966, Public Law 89-665 as amended
k) Safe Drinking Water Act, Public Law 93-523 as amended
l) Wild and Scenic Rivers Act, Public Law 90-542 as amended

2) Economic and Miscellaneous Authorities

a) Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended, Executive Order 12372
b) Procurement Prohibitions under Section 306 of the Clean air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Ac with Respect to Federal Contracts, Grants, or Loans
c) Uniform Relocation and Real Property Policies Act, Public Law 91-646 as amended
d) Debarment and Suspension, Executive Order 12549
e) H.R. 3547, Consolidated Appropriations Act, 2014.

3) Social Policy Authorities

a) Age Discrimination Act of 1975, Public Law 94-135
b) Title VI of the Civil Rights Act of 1964, Public Law 88-352
c) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
d) Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (including Executive Orders 11914 and 11250)
e) Equal Employment Opportunity, Executive Order 11246
f) Disadvantaged Business Enterprise, Public Law 101-549 (the Clean Air Act), and Public Law 102-389 (the Clean Water Act)
g) Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590

4) State Laws

a) Chapter 36.70A RCW, Growth Management Act
b) Chapter 39.80 RCW, Contracts for Architectural and Engineering Services
c) Chapter 39.12 RCW, Washington State Public Works Act
d) Chapter 43.20 RCW, State Board of Health
e) Chapter 43.70 RCW, Department of Health
f) Chapter 43.155 RCW, Public Works Project
g) Chapter 70.116 RCW, Public Water Systems Coordination Act of 1977
h) Chapter 70.119 RCW, Public Water Supply Systems Certification and Regulation of Operations
i) Chapter 70.119A RCW, Public Water Systems, Penalties & Compliances
j) Chapter 246-290 WAC, Group A Public Water Systems
k) Chapter 246-291 WAC, Group B Public Water Systems
l) Chapter 246-292 WAC, Waterworks Operator Certification Regulations
m) Chapter 246-293 WAC, Water Systems Coordination Act
n) Chapter 246-294 WAC, Drinking Water Operating Permits
o) Chapter 246-295 WAC, Satellite System Management Agencies
p) Chapter 246-296 WAC Drinking Water State Revolving Fund Loan Program
q) Chapter 173-160 WAC, Minimum Standards for Construction & Maintenance of Wells
r) Title 173 WAC, Department of Ecology Rules
s) Title 40 Part 141 Code of Federal Regulations, Federal National Primary Drinking Water Regulations (Section Adopted by Reference)

ATTACHMENT III: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

GENERAL COMPLIANCE, 40 CFR, Part 33

The Contractor agrees to comply with the requirements of Environmental Protection Agency's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under this Contract, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

The following are exemptions from the fair share objective Requirements:

- Grant and loan recipients receiving a total of $250K or less in EPA financial assistance in a given fiscal year.
- Tribal recipients of Performance Partnership Eligible grants under 40 CFR Part 35, Subpart B.
    - There is a 3-year phase in period for the requirement to negotiate fair share goals for Tribal and Insular Area recipients.
- Recipients of Technical Assistance Grants.

The Fair Share Objectives or goals for the utilization of disadvantaged businesses negotiated with EPA by the WA Office of Minority Women Business are stated below.

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

By signing this Contract, the Contractor is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as WA Office of Minority Women Business goal is being adopted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the Contractor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained. The six good faith efforts shall include:

A. Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing the Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

B. Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

C. Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

D. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

E. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

F. If the prime contractor awards subcontracts, also require the prime contractor to take the five good faith efforts in paragraphs A through E above.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

Contractor is required to submit MBE/WBE participation reports to the Board and/or the Department of Health, on a quarterly basis, beginning with the Federal fiscal year reporting period the Contractor receives the award and continuing until the project is completed.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The Contractor agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

The Contractor agrees to require all general contractors to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its Disadvantaged Business Enterprise subcontractors, engineers, vendors, and any other entity for work or services listed in the declared SCOPE OF WORK. These two (2) forms may be obtained from the EPA Office of Small Business Program's website on the internet at http://www.epa.gov/osbp/grants.htm.

The Contractor agrees to require all general contractors to complete and submit to the Contractor and Environmental Protection Agency EPA Form 6100-4 DBE Subcontractor Utilization Form beginning with the Federal fiscal year reporting period the Contractor receives the award and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a Contractor's MBE/WBE accomplishments.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

The Contractor is also required to create and maintain a bidders list if the Contractor of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Section 33.501(b) of the rule is as follows:

A recipient of a Continuing Environmental Program Grant or other annual grant must create and maintain a bidders list. In addition, a recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also must require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of MBE/WBE and non-MBE/WBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts or bid or quote on subcontracts under EPA assisted projects, including both MBE/WBEs.

The bidders list must be kept until the grant project period has expired and the recipient is no longer receiving EPA funding under the grant. For entities receiving identified loans, the bidders list must be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors:

(1) Entity's name with point of contact;
(2) Entity's mailing address, telephone number, and e-mail address;
(3) The procurement on which the entity bid or quoted, and when; and
(4) Entity's status as a MBE/WBE[1] or non-MBE/WBE.

The exemption found at § 33.501(c) is as follows:

A recipient of an EPA financial assistance agreement in the amount of $250,000 or less for any single assistance agreement, or of more than one financial assistance agreement with a combined total of $250,000 or less in any one fiscal year, is exempt from the paragraph (b) of this section requirement to create and maintain a bidders list. Also, a recipient under the CWSRF, DWSRF, or BCRLF Program is not required to apply the paragraph (b) of this section bidders list requirement of this subpart to an entity receiving an identified loan in an amount of $250,000 or less, or to an entity receiving more than one identified loan with a combined total of $250,000 or less in any one fiscal year. This exemption is limited to the paragraph (b) of this section bidders list requirements of this subpart.

[1] Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.

ATTACHMENT IV: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

United States Environmental Protection Agency

EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)

ATTACHMENT V: DWSRF ELIGIBLE PROJECT COSTS

Must be directly attributable to the project.

1. The costs for complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
2. DWSRF loan fees.
3. The purchase of a portion of another system's capacity, if it is the most cost effective solution (limited to publicly owned (municipal) systems).
4. Construction of reservoirs (clear wells) that are part of the treatment process and are collocated with the treatment facility.
5. Construction of distribution reservoirs (finished water).
6. Cost associated with restructuring or consolidation of existing water systems by publicly owned water systems.
7. Main extensions to connect to safe and reliable sources of drinking water.
8. Cost associated with collecting and preparing environmental assessment documents to obtain local permits.
9. Direct labor including related employee benefits:
   a. Salaries and wages (at actual or average rates) covering productive labor hours of employees of the borrower (excluding the administrative organization of the operating unit involved) for periods of time actively or incidentally engaged in pre-design engineering, design engineering, construction engineering, acquisition of rights of way, and the cleaning, sterilization or bacteriological testing of water system components prior to public use. The costs of services rendered by employees generally classified as administration/project management of the loan are considered a direct cost only when such employees are assigned the types of services described above and shall be limited to 3% or less of the project loan amount.
   b. Employee benefits relating to labor are considered a direct cost of construction projects. The following items may be included as employee benefits:
      - F.I.C.A. (Social Security) –employer's share.
      - Retirement benefits.
      - Hospital, health, dental, and other welfare insurance.
      - Life insurance.
      - Industrial and medical insurance.
      - Vacation.
      - Holiday.
      - Sick leave.
      - Military leave and jury duty.

      Employee benefits must be calculated as a percentage of direct labor dollars. The computation of predetermined percentage rates to be applied to current labor costs must be based on the average of total employee benefits and total labor costs for the prior fiscal year and adjusted by known current year variations.
   c. Other than work identified in Number 9.a, no costs associated with labor performed by the borrower's employees, including force account work, are eligible for financing assistance.
10. Contract engineering, planning, design, legal, and financial planning services. The Board reserves the right to declare ineligible legal costs that are unreasonable and disproportionate to the project.
11. Contract construction work.
12. Direct vehicle and equipment charges at the actual rental cost paid for the equipment or, in the case of city or county-owned equipment, at the rental rates established by the local government's "equipment rental and revolving fund" following the methods prescribed by the division of municipal corporations. However, such costs must be charged on a uniform basis to equipment used for all projects regardless of the source of funding. Cities with a population of eight thousand or less not using this type of fund are allowed the same rates as used by the State Department of Transportation.
13. Direct materials and supplies.
14. Other direct costs incurred for materials or services acquired for a specific project are eligible costs and may include, but are not limited to such items as:
    a. Telephone charges.
    b. Reproduction and photogrammetry costs.
    c. Video and photography for project documentation.
    d. Computer usage.
    e. Printing and advertising.
15. Other project related costs include:
    - Competitive Bidding.
    - Audit.
    - Insurance.
    - Prevailing wages.
    - Attorney fees.
    - Environmental Review.
    - Archaeological Survey.

Water system plan costs are not eligible for reimbursement. Small water system management program and plan amendments costs are eligible for reimbursement.

Projects may be designed to accommodate reasonable growth. This is generally the 20-year projection included in the system's water system plan or small water system management program.

ATTACHMENT VI: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact Department of Commerce. If a State recipient needs guidance, they may obtain additional guidance from DOL's web site at http://www.dol.gov/whd/.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for

determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is

not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

4. **Contract Provision for Contracts in Excess of $100,000.**

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be

necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the Department of Commerce and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/contacts/whd/america2.htm.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6623

Date:
October 11, 2016

Department:
Community Development & Public Works

Attachments:
Exhibit 1 - Vicinity Map
Exhibit 2 - Final Plat Map
Exhibit 3 - HE Decision
Exhibit 4 - Certificate of Improvements
Ordinance No. 6623

Budget Impact:
$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6623.

Background Summary:

Nick Abdelnour, representing Peasley Canyon Homes, LLC, has made application for the Final Plat of "Canyon Creek at Peasley – Division 2" (originally known as "Auburn Assemblage"); located on the south side of 321st St. S, between 46th Pl. S. and 51st Ave. S., in the "West Hill" area of the City, see Exhibit 1. This Final Plat is the second and final phase of a two-phase subdivision of approximately 34.35 acres into 154 single-family residential lots; this phase ("Division 2") subdivides approximately 12.55 acres into 76 single-family residential lots, three tracts for access and utilities, four tracts for HOA maintained open spaces, and dedication of public right-of-way, see Exhibit 2. The preliminary plat was approved by the City of Auburn Hearing Examiner on July 15, 2014 (PLT13-0006) with 33 conditions; see Exhibit 3.

The plat has been developed in accordance with the R-7 Residential zoning district as defined by Chapter 18.07 ACC (Residential Zones), Title 17 ACC (Land Adjustments and Division), Chapters 58.17 and 35A.58 RCW, and the applicable conditions of the preliminary plat approval.

A Certificate of Improvements has been issued by the City Engineer, accepting completion of all required plat improvements (see Exhibit 4).

The various divisions of the Community Development and Public Works Department have reviewed the Final Plat Map of Canyon Creek at Peasley – Division 2 and find that all requirements have been met.

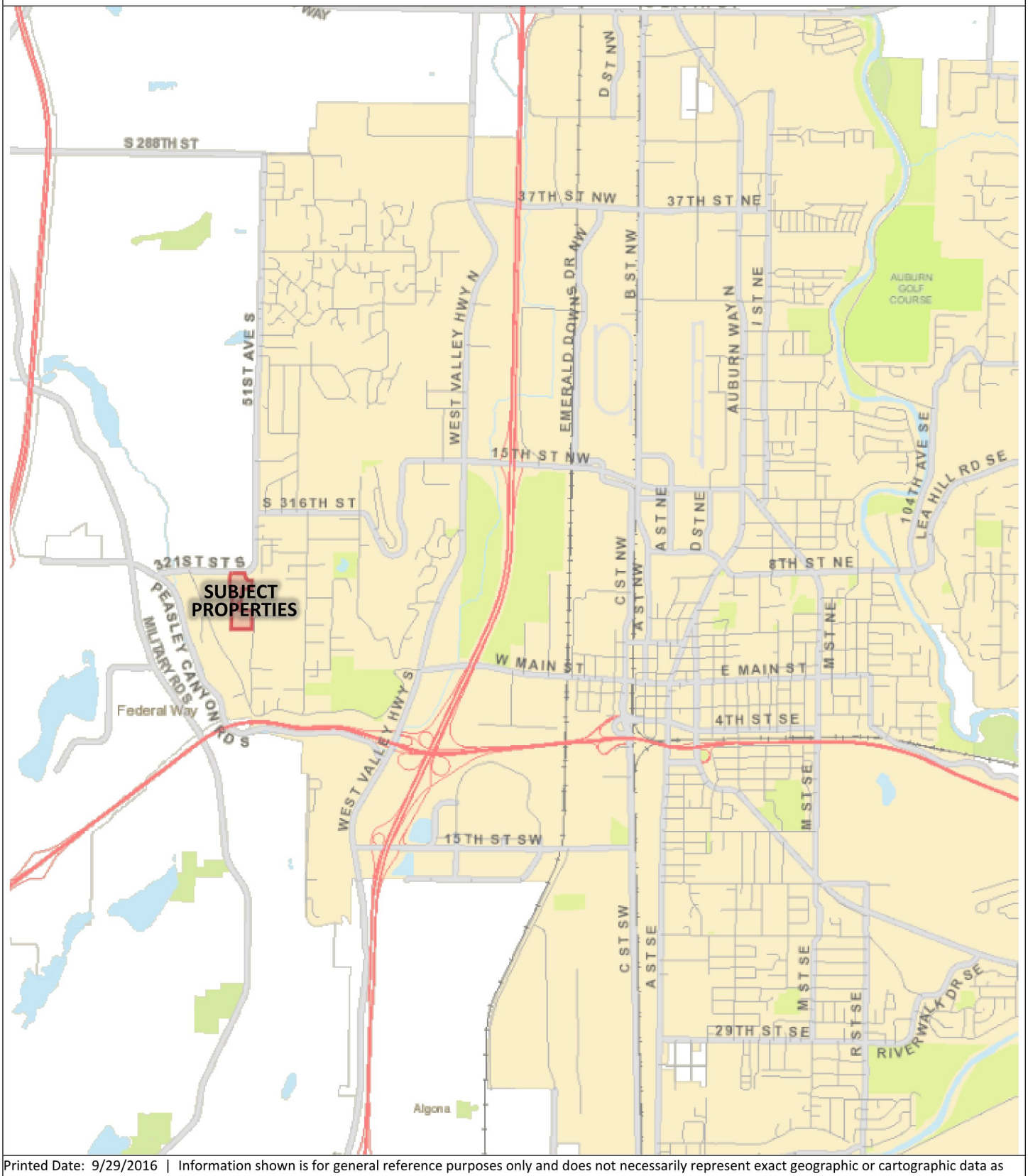
Reviewed by Council Committees:

Other: Building, Fire, Legal, Planning, PW & Surveying

Councilmember: **Staff:** Snyder

Meeting Date: October 17, 2016 **Item Number:** ORD.C

EXHIBIT 1 – Vicinity Map – Canyon Creek at Peasley Division 2



Printed Date: 9/29/2016 | Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.

CANYON CREEK AT PEASLEY – DIVISION II

A PORTION OF THE NE 1/4, NE 1/4 AND SE 1/4, NE 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON

LEGAL DESCRIPTION

TRACTS N AND O, CANYON CREEK AT PEASLEY–DIVISION I, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 273 OF PLATS, PAGES 2–12, INCLUSIVE, IN KING COUNTY, WASHINGTON.

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACES, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSES STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF AUBURN, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF AUBURN.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF AUBURN, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING THE COST OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB–SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF AUBURN, IT SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF AUBURN, ITS SUCCESSORS OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS _____ DAY OF _____, 20____.

CDCG 3 WLH LP,
A DELAWARE LIMITED PARTNERSHIP

BY: _____
STEVEN S. BENSON, THE MANAGER OF
CDCG ASSET MANAGEMENT, LLC, AN
ARIZONA LIMITED LIABILITY COMPANY, THE
AUTHORIZED AGENT OF CDCG 3 WLH LP,
A DELAWARE LIMITED PARTNERSHIP

REPRESENTATIVE ACKNOWLEDGEMENTS

STATE OF ARIZONA)
) SS.
COUNTY OF)
MARICOPA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016, BY STEVEN S. BENSON, THE MANAGER OF CDCG ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE AUTHORIZED AGENT OF CDCG 3 WLH LP, A DELAWARE LIMITED PARTNERSHIP, FOR AND ON BEHALF THEREOF.

_____
NOTARY PUBLIC

_____ _____
MY COMMISSION EXPIRES

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF CDCG 3 WLH LP, THIS _____ DAY OF _____, 20____.
AT _____ MINUTES PAST _____M. AND RECORDED IN VOLUME _____ OF PLATS, PAGE(S) _____,
AFN _____ RECORDS OF KING COUNTY, WASHINGTON.

_____ _____
MANAGER SUPERINTENDENT

APPROVALS

FINANCE DIRECTOR'S CERTIFICATION

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS FOR WHICH THE PROPERTY SUBJECT TO THIS SUBDIVISION MAY BE LIABLE TO THE CITY, AND THAT ALL SPECIAL ASSESSMENTS ON ANY PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE HAVE BEEN DULY PAID, SATISFIED OR DISCHARGED.

THIS ____ DAY OF _____, 20_____.

_____
AUBURN DIRECTOR OF FINANCE

CITY ENGINEER CERTIFICATE

I HEREBY CERTIFY THAT THIS FINAL PLAT IS IN COMPLIANCE WITH THE CERTIFICATE OF IMPROVEMENTS ISSUED PURSUANT TO ACC 17.14.015 AND IS CONSISTENT WITH ALL APPLICABLE CITY IMPROVEMENT STANDARDS AND REQUIREMENTS IN FORCE ON THE DATE OF PRELIMINARY PLAT APPROVAL.

THIS ____ DAY OF _____, 20_____.

_____
AUBURN CITY ENGINEER

PLANNING DIRECTOR CERTIFICATE

I HEREBY CERTIFY ON THIS _____ DAY OF _____, 20_____, THAT THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT AND ANY CONDITIONS ATTACHED THERETO, WHICH PRELIMINARY PLAT PLT13–0006 WAS APPROVED BY THE CITY OF AUBURN HEARING EXAMINER ON THE 15TH DAY OF JULY, 2014.

_____
AUBURN PLANNING DIRECTOR

APPROVAL

EXAMINED AND APPROVED THIS ___ DAY OF _____, 20_____. PURSUANT TO CITY ORDINANCE

NUMBER _____, ADOPTED BY THE AUBURN CITY COUNCIL ON _____ DAY OF _____, 20_____.

_____ _____
MAYOR DATE

FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION, AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE ARE PAID IN FULL THIS _____ DAY OF _____, 20_____.

_____ _____
MANAGER DEPUTY

ASSESSOR'S APPROVAL

EXAMINE AND APPROVED THIS ____ DAY OF _____, 20_____.

_____ _____
KING COUNTY ASSESSOR DEPUTY COUNTY ASSESSOR

KING COUNTY PARCEL NO'S. 133205–0910 AND 133205–0920.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF CANYON CREEK AT PEASLEY DIVISION 2 IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M. AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND LOT AND BLOCK CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND, THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

_____
DAVID A. PEEBLER DATE
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 40021
CORE DESIGN INC.
14711 NE 29TH PL., SUITE 101
BELLEVUE, WA 98007
(425) 885–7877 DAP@COREDESIGNINC.COM

CORE DESIGN

14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

ENGINEERING • PLANNING • SURVEYING

CITY OF AUBURN FILE NO. PLAT 16–0004

JOB NO. 13045

CANYON CREEK AT PEASLEY – DIVISION II

A PORTION OF THE NE 1/4, NE 1/4 AND SE 1/4, NE 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON

RESTRICTIONS OF RECORD

THE FOLLOWING MATTERS OF RECORD WERE TAKEN FROM FIRST AMERICAN TITLE INSURANCE COMPANY, SCHEDULE B, SUBDIVISION GUARANTEE NO. 2001725, DATED MAY 6, 2016.

1. THIS SITE IS SUBJET TO FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOK-UP, OR CONNECTION CHARGES AND LATECOMER CHARGES FOR SEWER, WATER AND PUBLIC FACILITIES OF FEDERAL WAY WATER AND SEWER DISTRICT (NOW KNOWN AS LAKEHAVEN UTILITY DISTRICT) AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8905120210. SAID NOTICE SUPERSEDES THE "NOTICE OF TAP OR CONNECTION CHARGES" RECORDED UNDER RECORDING NO. 8106010916, PER RECORD UNDER RECORDING NO. 20021120000805.
2. THIS SITE IS SUBJECT TO THE RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON SAID PREMISES FOR COUNTY OF KING AS GRANTED BY DEED RECORDED JANUARY 19, 1971 UNDER RECORDING NO. 7101190530. AFFECTS TRACT N. NOT SHOWN, THE DESCRIPTION IS INSUFFICIENT TO DETERMINE ITS EXACT LOCATION.
3. THIS SITE IS SUBJECT TO THE RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON SAID PREMISES FOR COUNTY OF KING AS GRANTED BY DEED RECORDED AUGUST 23, 1973 UNDER RECORDING NO. 7308230346. AFFECTS TRACT N. NOT SHOWN, THE DESCRIPTION IS INSUFFICIENT TO DETERMINE ITS EXACT LOCATION.
4. THIS SITE IS SUBJECT TO THE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF BETWEEN NORMAN HUBNER AND LORRAIN, HIS WIFE AND WATER DISTRICT NO. 124 AS RECORDED UNDER RECORDING NUMBER 7309210413. AFFECTS TRACT N.
5. THIS SITE IS SUBJECT TO A PUGET SOUND ENERGY, INC. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM EASEMENT, INCLUDING THE TERMS AND PROVISIONS AS RECORDED UNDER RECORDING NUMBER 7701190606. AFFECTS LOT 82. SHOWN HEREON
6. THIS SITE IS SUBJECT TO ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY KING COUNTY SHORT PLAT 1280053R RECORDED UNDER RECORDING NUMBER 8609230856. AFFECTS TRACT O. NOT PLOTTABLE RESTRICTIONS ARE CONTAINED WITHIN SAID INSTRUMENT.
7. THIS SITE IS SUBJECT TO CONDITIONS, NOTES, EASEMENTS, PROVISIONS AND/OR ENCROACHMENTS CONTAINED OR DELINEATED ON THE FACE OF THE SURVEY RECORDED UNDER RECORDING NO. 9809029002. AFFECTS TRACT N AND O. NOT PLOTTABLE RESTRICTIONS ARE CONTAINED WITHIN SAID INSTRUMENT.
8. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "EASEMENT AGREEMENT" AS RECORDED UNDER RECORDING NUMBER 20040428002114. SHOWN HEREON. SEE SHEET 8.
9. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "TRANSFER OF DEVELOPMENT RIGHTS" AS RECORDED IN RECORDING NUMBER 20060809002485 AND MODIFIED UNDER RECORDING NUMBERS 20090109000337, 20111228000554, AND 20111228000555. AFFECTS TRACTS N AND O. NOT SHOWN HEREON.
10. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS THEREOF BETWEEN LAKEHAVEN UTILITY DISTRICT, KING COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, AND PEASLEY CANYON HOMES, LLC AS RECORDED UNDER RECORDING NUMBER 20140721000563.
11. THIS SITE IS SUBJECT TO A MEMORANDUM OF OPTION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF BETWEEN CDCG 3 WLH LP, A DELAWARE LIMITED COMPANY AND POLYGON WLH LLC, A DELAWARE LIMITED LIABILITY COMPANY AS RECORDED UNDER RECORDING NUMBER 20140812000811.
12. THIS SITE IS SUBJECT TO CITY OF AUBURN, ORDINANCE NO. 6509, AN ORDINANCE VACATING A PORTION OF SOUTH 324TH STREET, AS RECORDED UNDER RECORDING NUMBER 20151022000245. NOT SHOWN HEREON.
13. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "PUGET SOUND ENERGY EASEMENT" AS RECORDED UNDER RECORDING NUMBER 20151112000994 TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE, IMPROVE, REMOVE, UPGRADE AND EXTEND ONE OR MORE UTILITY SYSTEMS FOR PURPOSES OF TRANSMISSION, DISTRIBUTION AND SALE OF GAS AND ELECTRICITY. AFFECTS TRACT N AND O. SHOWN HEREON. SEE SHEET 7 AND 9.
14. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS; BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILY STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES :RECORDED UNDER RECORDING NUMBER 20160321000375.
15. THIS SITE IS SUBJECT TO ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES OR ENCROACHMENTS, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY SHORT PLAT OR PLAT OF CANYON CREEK AT PEASLEY–DIVISION 1 RECORDED IN VOLUME 273 OF PLATS, PAGE(S) 2–12.
16. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ORDINANCE NO. 6589, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE FINAL PLAT OF CANYON CREEK AT PEASLEY–DIVISION 1" RECORDED: APRIL 11, 2016 UNDER RECORDING NO. 20160411000670.

RESTRICTIONS/COVENANTS

1. THE ROAD AND STORM DRAINAGE SYSTEMS SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED PLAN AND PROFILE. PLAN NO. FAC 15–0012 ON FILE WITH THE CITY OF AUBURN. ANY DEVIATION FROM THE APPROVED PLAN WILL REQUIRE WRITTEN APPROVAL FROM THE CITY OF AUBURN.
2. PRIOR TO BUILDING CONSTRUCTION ON ALL LOTS, TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES, PER THE CONSTRUCTION STORM WATER POLLUTION PREVENTION PLAN (CSWPPP) WILL BE CONSTRUCTED AND MAINTAINED THROUGH FINAL LOT STABILIZATION. PRIOR TO FINAL BUILDING INSPECTION FOR THE STRUCTURE(S) ON ALL LOTS, ROOF DOWNSPOUTS, FOOTING DRAINS, AND ALL LANDSCAPED AREAS NOT DESIGNED FOR SHEET FLOW OR ALLOWED TO BE TREATED ONSITE, SHALL BE TIGHTLINED TO THE PUBLIC ROADWAY SYSTEM AND SHALL BE INSPECTED BY CITY OF AUBURN FOR COMPLIANCE WITH THE CSWPPP PRIOR TO FINAL APPROVAL.
3. STORM DRAINAGE SYSTEMS CONSTRUCTED ON THE INDIVIDUAL LOTS MUST BE MAINTAINED BY THE PROPERTY OWNER FOR THAT LOT. AN EXCEPTION TO THIS REQUIREMENT IS WHERE THE PRIVATE STORM COLLECTION SYSTEM CROSSES LOT LINES. IN THIS CASE PRIVATE DRAINAGE EASEMENTS AND MAINTENANCE RESPONSIBILITIES RELATED THERETO HAVE BEEN IDENTIFIED HEREIN.
4. PER ITEM 5 OF RESTRICTIONS OF RECORD AND SHOWN HEREON, LOT 82 IS ENCUMBERED BY AN EASEMENT GRANTED TO PUGET SOUND ENERGY UNDER KING COUNTY RECORDING NO. 7701190606. ANY AND ALL DEVELOPMENT OF LOT 82 SHALL ACCOMMODATE THE TERMS AND PROVISIONS OF SAID EASEMENT UNTIL SAID EASEMENT IS EXTINGUISHED.

HOMEOWNERS ASSOCIATION COVENANTS

THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CANYON CREEK HOMEOWNERS ASSOCIATION RECORDED UNDER KING COUNTY RECORDING NUMBER 20160321000375, RECORDS OF KING COUNTY, WASHINGTON. SAID HOMEOWNERS ASSOCIATION SHALL OWN AND MAINTAIN THE TRACTS AND EASEMENTS AS INDICATED AND CONVEYED HEREIN, UNLESS OTHERWISE APPROVED BY THE CITY OF AUBURN OR ITS SUCCESSOR AGENCY. THIS COVENANT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS OF LOTS 78 THROUGH 154 INCLUSIVE, THEIR HEIRS, SUCCESSORS AND ASSIGNS. SHOULD CANYON CREEK HOMEOWNERS ASSOCIATION BE DISSOLVED OR OTHERWISE CEASE TO FUNCTION, OWNERSHIP OF LOTS 78 THROUGH 154, INCLUSIVE, WILL INCLUDE AN EQUAL AND UNDIVIDED INTERESTED IN TRACTS P, Q, R, S, T, U, AND V, TOGETHER WITH AN EQUAL RESPONSIBILITY FOR THE MAINTENANCE RESPONSIBILITIES FOR SAID TRACTS.

CONVEYANCE SCHEDULE

TRACT	SIZE (SQ. FT)	CONVEYED OWNERSHIP	PURPOSE
P	3,365	CANYON CREEK HOMEOWNERS ASSOCIATION	OPEN SPACE
Q	1,164	CANYON CREEK HOMEOWNERS ASSOCIATION	OPEN SPACE
R	1,734	CANYON CREEK HOMEOWNERS ASSOCIATION	ACCESS AND UTILITIES
S	4,968	CANYON CREEK HOMEOWNERS ASSOCIATION	OPEN SPACE
T	1,895	CANYON CREEK HOMEOWNERS ASSOCIATION	ACCESS AND UTILITIES
U	2,735	CANYON CREEK HOMEOWNERS ASSOCIATION	OPEN SPACE
V	2,290	CANYON CREEK HOMEOWNERS ASSOCIATION	ACCESS AND UTILITIES
RIGHT–OF–WAY	100,681	CITY OF AUBURN	PUBLIC RIGHT–OF–WAY

TRACT CONVEYANCE

1. TRACT "R" (FORMELY KNOWN AS TRACT "D" ON THE APPROVED CONSTRUCTION PLANS IS NOW TRACT "R" HEREON AND ON THE AS–BUILT DRAWINGS) IS A PRIVATE ACCESS AND UTILITY TRACT AND IS HEREBY CONVEYED TO CANYON CREEK HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE ACCESS FACILITIES AND PRIVATE STORM DRAINAGE FACILITIES WITHIN SAID TRACT. A PRIVATE UTILITY EASEMENT OVER SAID TRACT IS HEREBY RESERVED FOR THE BENEFIT OF LOTS 87, 88, 89, AND 90. A PUBLIC UTILITY EASEMENTS IS HEREBY GRANTED OVER, UNDER, AND ACROSS SAID TRACT TO THE CITY OF AUBURN FOR STORM DRAINAGE FACILITIES. FIRE LANE ACCESS IS ALSO HEREBY GRANTED TO THE CITY OF AUBURN OVER AND ACROSS SAID TRACT. A PUBLIC UTILITY EASEMENT IS ALSO HEREBY GRANTED OVER, UNDER, AND ACROSS SAID TRACT TO LAKEHAVEN UTILITY DISTRICT FOR WATER LINE (WLE) FACILITIES UPON THE RECORDING OF THIS PLAT.
2. TRACT "T" IS A PRIVATE ACCESS AND UTILITY TRACT AND IS HEREBY CONVEYED TO CANYON CREEK HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE ACCESS FACILITIES AND PRIVATE STORM DRAINAGE FACILITIES WITHIN SAID TRACT. A PRIVATE UTILITY EASEMENT OVER SAID TRACT IS HEREBY RESERVED FOR THE BENEFIT OF LOTS 124, 125, 126, AND 127. A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED OVER, UNDER, AND ACROSS SAID TRACT TO THE CITY OF AUBURN FOR STORM DRAINAGE FACILITIES. FIRE LANE ACCESS IS ALSO HEREBY GRANTED TO THE CITY OF AUBURN OVER AND ACROSS SAID TRACT UPON THE RECORDING OF THIS PLAT. A PUBLIC UTILITY EASEMENT IS ALSO HEREBY GRANTED OVER, UNDER, AND ACROSS SAID TRACT TO LAKEHAVEN UTILITY DISTRICT FOR SANITARY SEWER LINE EASEMENT (SLE) UPON THE RECORDING OF THIS PLAT.
3. TRACT "V" IS A PRIVATE ACCESS AND UTILITY TRACT AND IS HEREBY CONVEYED TO CANYON CREEK HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE ACCESS FACILITIES AND PRIVATE STORM DRAINAGE FACILITIES WITHIN SAID TRACT. A PRIVATE ACCESS AND UTILITY EASEMENT OVER SAID TRACT IS HEREBY RESERVED FOR THE BENEFIT OF LOT 131, 132, 133, AND 134. A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED OVER, UNDER, AND ACROSS SAID TRACT TO THE CITY OF AUBURN FOR STORM DRAINAGE FACILITIES. FIRE LANE ACCESS IS ALSO HEREBY GRANTED TO THE CITY OF AUBURN OVER AND ACROSS SAID TRACT. A PUBLIC UTILITY EASEMENT IS ALSO HEREBY GRANTED OVER, UNDER, AND ACROSS SAID TRACT TO LAKEHAVEN UTILITY DISTRICT FOR WATER LINE EASEMENT (WLE) FACILITIES AND SANITARY SEWER LINE (SLE) FACILITIES UPON THE RECORDING OF THIS PLAT.
4. TRACTS "P", "Q", "S", AND "U" ARE PRIVATE OPEN SPACE TRACTS AND ARE HEREBY CONVEYED TO CANYON CREEK HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. ALL MAINTENANCE OF OPEN SPACE TRACTS AND PLANTER STRIPS, NOT FRONTING SINGLE FAMILY LOTS, WILL BE THE RESPONSIBILITY OF THE CANYON CREEK HOMEOWNERS ASSOCIATION.

LAKEHAVEN UTILITY DISTRICT EASEMENT COVENANT

AN EASEMENT IS HEREBY IRREVOCABLY RESERVED FOR AND GRANTED TO LAKEHAVEN UTILITY DISTRICT AND ITS AGENTS, SUCCESSORS AND ASSIGNS, FOR SO LONG AS IT SHALL OWN AND MAINTAIN THE UTILITIES REFERENCED HEREIN UNDER AND UPON THE AREA SHOWN ON THE PLAT AND DESCRIBED HEREIN AS "WATERLINE EASEMENT" (WLE) AND "SANITARY SEWER LINE EASEMENT" (SLE) TO INSTALL, MAINTAIN, REPLACE, REPAIR AND OPERATE WATER AND SEWER MAINS AND APPURTENANCES FOR THIS SUBDIVISION AND OTHER PROPERTY TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENT AT ALL TIMES FOR PURPOSES INCIDENT THERETO, NO BUILDING, WALL, ROCKERY, FENCE, TREES OR STRUCTURE OF ANY KIND SHALL BE ERECTED OR PLANTED, NOR SHALL ANY FILL MATERIAL BE PLACED WITHIN THE BOUNDARIES OF SAID EASEMENT AREA, NO EXCAVATION SHALL BE MADE WITHIN THREE (3) FEET OF SAID WATER OR SEWER SERVICE FACILITIES AND THE SURFACE LEVEL OF THE GROUND WITHIN THE EASEMENT AREA SHALL BE MAINTAINED AT THE ELEVATION AS CURRENTLY EXISTING, GRANTOR HEREBY AGREES THAT NO WATER AND/OR SEWER SYSTEM FACILITY OR APPURTENANCE OF ANY KINDS SHALL BE CONSTRUCTED OR LOCATED BY GRANTOR, OR ANY THIRD PARTY ACTING UNDER AUTHORITY OF GRANTOR, WITHIN OR PROXIMATE TO SAID EASEMENT, UNLESS SUCH INSTALLATION IS APPROVED BY GRANTEE AND IS IN CONFORMANCE WITH THE THEN–CURRENT EDITION OF THE "CRITERIA FOR SEWAGE WORKS DESIGN" PUBLISHED BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY. GRANTOR HEREBY FURTHER AGREES THAT NO OTHER UTILITY FACILITY OR APPURTENANCE OF ANY KIND, INCLUDING UTILITY SERVICE CONNECTIONS, SHALL BE CONSTRUCTED OR LOCATED BY GRANTOR, OR ANY THIRD PARTY ACTING UNDER AUTHORITY OF GRANTOR, WITHIN THREE (3) FEET, MEASURED HORIZONTALLY FROM PARALLEL ALIGNMENTS, OR WITHIN SIX (6) INCHES, MEASURED VERTICALLY FOR CROSSING OR PERPENDICULAR ALIGNMENTS, OF ANY PORTION OF THE GRANTEE'S FACILITIES. GRANTOR ADDITIONALLY GRANTS TO THE LAKEHAVEN UTILITY DISTRICT AND ITS AGENTS, SUCCESSORS AND ASSIGNS THE USE OF SUCH ADDITIONAL AREA IMMEDIATELY ADJACENT TO SAID EASEMENT AREA AS SHALL BE REQUIRED FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE AND OPERATION OF SAID WATER OR SEWER FACILITIES. THE USE OF SUCH ADDITIONAL AREA SHALL BE HELD TO A REASONABLE MINIMUM AND BE RETURNED TO THE CONDITION EXISTING IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE LAKEHAVEN UTILITY DISTRICT, ITS AGENTS, SUCCESSORS AND ASSIGNS. IN ADDITION TO THE OTHER RESTRICTIONS HEREIN, GRANTOR SHALL NOT CONVEY TO A THIRD PARTY ANY EASEMENT OR OTHER INTEREST OR RIGHT OF USE OF PROPERTY SUBJECT TO THE EASEMENT THAT WOULD IMPAIR OR LIMIT THE USE OF THE EASEMENT RIGHTS GRANTED HEREIN.

PRIVATE DRAINAGE EASEMENT COVENANT

THE OWNERS OF PRIVATE PROPERTY WITHIN THIS PLAT ENCUMBERED WITH DRAINAGE EASEMENTS SHOWN AS "PRIVATE" HEREBY GRANT AND CONVEY TO THE CITY OF AUBURN, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, THE RIGHT BUT NOT THE OBLIGATION TO CONVEY OR STORE STORM AND SURFACE WATER PER THE ENGINEERING PLANS APPROVED FOR THIS PLAT BY THE CITY OF AUBURN, TOGETHER WITH THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS) TO ENTER SAID DRAINAGE EASEMENT FOR THE PURPOSE OF OBSERVING THAT OWNER(S) ARE PROPERLY OPERATING AND MAINTAINING THE DRAINAGE FACILITIES CONTAINED THEREIN.

THE OWNERS OF SAID PRIVATE PROPERTY ARE RESPONSIBLE FOR OPERATING, MAINTAINING, AND REPAIRING THE DRAINAGE FACILITIES CONTAINED WITHIN SAID DRAINAGE EASEMENT AND ARE HEREBY REQUIRED TO OBTAIN ANY REQUIRED PERMITS FROM THE CITY OF AUBURN PRIOR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCE SUCH AS LAWN MOWING) IN OPEN VEGETATED DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHES, PONDS, ETC.) OR PERFORMING ANY ALTERATIONS OR MODIFICATIONS TO THE DRAINAGE FACILITIES CONTAINED WITHIN SAID DRAINAGE EASEMENT.

ADDITIONALLY, THE OWNER(S) OF THE LAND HEREBY SUBDIVIDED DO HEREBY GRANT AND CONVEY TO THE OWNER(S) OF THE LOTS BENEFITED OR ANY OTHER PRIVATE ENTITY AS STATED IN THE EASEMENTS PROVISIONS AND THEIR ASSIGNS A PERPETUAL EASEMENT FOR THE STATED UTILITIES. THESE EASEMENTS AND CONDITIONS SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON THE SUCCESSORS, HEIRS, AND ASSIGNS OF THE OWNERS(S) OF THE LAND HEREBY BURDENED. THE OWNER(S) OF THE LOT BENEFITED AND THEIR ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS OF LAW AT SUCH TIME AS MAY BE NECESSARY TO ENTER UPON SAID EASEMENT FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, ALTERING OR RECONSTRUCTING SAID UTILITY OR MAKING ANY CONNECTION THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFORE; PROVIDED THAT SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE ONE BENEFITED. THE OWNER(S) OF THE BURDENED LOT SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID UTILITIES. HOWEVER, THE OWNER(S) OF BURDENED LOT SHALL NOT ERECT OR MAINTAIN ANY BUILDINGS OR STRUCTURES WITHIN THE EASEMENT. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING DEEP ROOT PATTERNS WHICH MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID UTILITIES. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREAS IN SUCH A WAY TO CAUSE EXCESSIVE COST TO THE OWNER(S) OF THE LOT BENEFITED PURSUANT TO ITS RESTORATION DUTIES HEREIN.

THIS COVENANT SHALL RUN WITH THE LAND AND IS BINDING UPON THE OWNER(S) OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

DAVID A. PEEBLER STATE OF WASHINGTON 40021 REGISTERED PROFESSIONAL LAND SURVEYOR

CORE DESIGN
14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963
ENGINEERING • PLANNING • SURVEYING

JOB NO. 13045

CITY OF AUBURN FILE NO. PLAT 16–0004

CANYON CREEK AT PEASLEY – DIVISION II

A PORTION OF THE NE 1/4, NE 1/4 AND SE 1/4, NE 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON

EASEMENT PROVISIONS

1. A PRIVATE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO PUGET SOUND ENERGY, CENTURY LINK, COMCAST, LAKEHAVEN UTILITY DISTRICT FOR WATERLINE (WLE) AND SANITARY SEWER LINE (SLE), AND ANY OTHER PRIVATE UTILITY COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE PROPOSED PUBLIC RIGHT–OF–WAY OF ALL LOTS, TRACTS Q, R, S, T, U AND V, TOGETHER WITH THE NORTH 10 FEET OF LOTS 89 AND 90 PARALLEL WITH AND ADJOINING TRACT R, THE SOUTH 10 FEET OF LOTS 123 & 124 PARALLEL WITH AND ADJOINING TRACT T, THE NORTH 10 FEET OF LOT 127 PARALLEL WITH AND ADJOINING TRACT T AND THE NORTH 10 FEET OF LOTS 131 AND 132 PARALLEL WITH AND ADJOINING TRACT V, EXCEPT THE WEST 75.43 FEET OF THE NORTH 10 FEET OF LOT 95, EXCEPT THE EAST 90 FEET OF THE NORTH 10 FEET OF LOT 96 AND EXCEPT THE WEST 91.07 FEET OF THE NORTH 10 FEET OF LOT 154, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND DISTRIBUTION SYSTEMS WITH NECESSARY FACILITIES, SIDEWALKS AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH UTILITY SERVICES AND SIDEWALKS, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE, CABLE TELEVISION, FIRE OR POLICE SIGNAL OR FOR OTHER PURPOSES, SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

2. THE WEST 4 FEET OF LOT 78 IS A PRIVATE DRAINAGE FACILITY AND WALL EASEMENT FOR THE BENEFIT OF LOTS 78 AND LOT 9 OF CANYON CREEK AT PEASLEY – DIVISION 1. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

3. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 78 AND 79, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 78 AND 79. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

4. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 79 AND 80, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 79 AND 80. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

5. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 80 AND 81, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 80 AND 81. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

6. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 81 AND 82, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 81 AND 82. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

7. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 82 AND 83, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 82 AND 83. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

8. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 83 AND 84, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 83 AND 84. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

9 THE EAST 10 FEET OF LOT 84 IS A PRIVATE DRAINAGE FACILITY AND WALL (ROCKERY) EASEMENT FOR THE BENEFIT OF LOT 84. THE OWNER OF LOT 84 SHALL BEAR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THAT PORTION OF THE WALL AND DRAINAGE FACILITY.

10. THE NORTH 10 FEET OF LOT 85 IS A PRIVATE DRAINAGE FACILITY AND WALL (ROCKERY) EASEMENT FOR THE BENEFIT OF LOT 85. THE OWNER OF LOT 85 SHALL BEAR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITY.

11. THE EAST 10 FEET OF LOTS 85, 86, AND 87 IS A PRIVATE DRAINAGE FACILITY AND WALL (ROCKERY) EASEMENT FOR THE BENEFIT OF LOTS 85, 86, AND 87. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITY.

12. THE 10 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 87 AND 88, BEING 5 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 87 AND 88. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

13. THE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENTS ON THE NORTH 7.5 FEET OF THE WEST 75.43 FEET OF LOT 95, TOGETHER WITH THE EAST 90 FEET OF THE NORTH 7.5 FEET OF LOT 96, TOGETHER WITH THE WEST 7.5 FEET OF LOTS 93 THROUGH 95, TOGETHER WITH THE EAST 5 FEET OF LOTS 96 THROUGH 98, TOGETHER WITH THE WEST 10 FEET OF THE EAST 39.5 FEET OF LOT 99, TOGETHER WITH THE SOUTH 7.5 FEET OF THE WEST 37 FEET OF LOT 93, AND TOGETHER WITH THE NORTH 2.5 FEET OF THE EAST 29.5 FEET OF LOT 99 IS FOR THE BENEFIT OF LOTS 93 THROUGH 99. THE SIDE LINES SHALL BE SHORTENED OR LENGTHENED AS TO MEET AT ANGLE POINTS. THE OWNERS OF SAID LOTS SHALL BEAR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED WITHIN SAID EASEMENT.

14. THE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENTS ON THE EAST 7.5 FEET OF LOTS 99 AND 100, TOGETHER WITH THE WESTERLY 2.5 FEET OF LOT 92, TOGETHER WITH THE EAST 7.5 FEET OF THE NORTHEAST CORNER OF LOT 101, TOGETHER WITH THE EAST 10 FEET OF LOTS 101 THROUGH 106, AND TOGETHER WITH THE EAST 10 FEET OF THE NORTH 25 FEET OF LOT 107 IS FOR THE BENEFIT OF LOTS 92, AND 99 THROUGH 107. THE SIDE LINES SHALL BE SHORTENED OR LENGTHENED AS TO MEET AT ANGLE POINTS. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

15. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 99 AND 100, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 99 AND 100. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

16. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINES BETWEEN LOTS 100 THROUGH 101, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 100 THROUGH 101. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

17. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 101 AND 102, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 101 AND 102. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

18. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 102 AND 103, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 102 AND 103. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

19. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 103 AND 104, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 103 AND 104. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

20. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 104 AND 105, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 104 AND 105. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

21. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 105 AND 106, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 105 AND 106. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

22. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 106 AND 107, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 106 AND 107. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

23. THE NORTH 17 FEET OF THE WEST 19 FEET OF LOT 108 IS A PRIVATE DRAINAGE FACILITY AND WALL EASEMENT FOR THE BENEFIT OF LOT 108. THE OWNER OF SAID LOT SHALL BEAR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES WITHIN SAID EASEMENT.

24. INTENTIONALLY LEFT BLANK.

25. THE PRIVATE DRAINAGE FACILITY AND WALL (ROCKERY) EASEMENT ON THE EAST 10 FEET OF LOT 113 IS FOR THE BENEFIT OF LOT 113. THE OWNER OF SAID LOT SHALL BEAR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES WITHIN SAID EASEMENT.

EASEMENT PROVISIONS CONTINUED

26. THE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENTS ON THE EAST 10 FEET OF THE SOUTH 77 FEET OF LOT 114, TOGETHER WITH SOUTH 8 FEET OF LOTS 116 AND 117, TOGETHER WITH THE SOUTH 9 FEET OF LOTS 114, 115 AND 119, TOGETHER WITH THE SOUTH 10 FEET OF LOT 118, TOGETHER WITH THE NORTH 5 FEET OF LOTS 120 THROUGH 125, TOGETHER WITH THE WEST 15 FEET OF THE NORTH 77.5 FEET OF LOT 120 IS FOR THE BENEFIT OF LOTS 114 THROUGH 125. THE SIDE LINES ON LOTS 114 AND 120 SHALL BE SHORTENED TO MEET AT ANGLE POINTS. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

27. INTENTIONALLY LEFT BLANK.

28. THE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENTS ON THE EAST 12 FEET OF LOT 126, TOGETHER WITH THE SOUTH 14 FEET OF LOT 126, TOGETHER WITH THE SOUTH 12 FEET OF LOT 127, TOGETHER WITH THE SOUTH 10 FEET OF TRACT "U" AND LOTS 128 THROUGH 130, TOGETHER WITH THE SOUTH 12 FEET OF LOT 131 AND 132, TOGETHER WITH THE SOUTH 10 FEET OF LOT 133 IS FOR THE BENEFIT OF LOTS 126 THROUGH 133 AND TRACT "U". THE SIDE LINES OF LOTS 126, 132 AND 133 SHALL BE SHORTENED TO MEET AT ANGLE POINTS. THE OWNER OF SAID LOTS AND TRACT SHALL SHARE EQUALLY FOR COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES WITHIN SAID EASEMENT.

29. THE 10 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 132 AND 133, BEING 5 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 132 AND 133. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

30. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 134 AND 135, BEING 4 FEET ON EACH SIDE THEREOF, EXCEPT THE WEST 9.61 FEET, IS FOR THE BENEFIT OF LOTS 134 AND 135. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

31. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 135 AND 136, BEING 4 FEET ON EACH SIDE THEREOF, EXCEPT THE WEST 9.86 FEET, IS FOR THE BENEFIT OF LOTS 135 AND 136. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

32. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 136 AND 137, BEING 4 FEET ON EACH SIDE THEREOF, EXCEPT THE WEST 10.10 FEET, IS FOR THE BENEFIT OF LOTS 136 AND 137. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

33. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 138 AND 139, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 138, 139, AND LOTS 43 THROUGH 45 OF CANYON CREEK AT PEASLEY DIVISION – 1. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

34. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 139 AND 140, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 139, 140, AND LOTS 43 AND 44 OF CANYON CREEK AT PEASLEY DIVISION – 1. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

35. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 140 AND 141, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 140, 141 AND LOTS 42 AND 43 OF CANYON CREEK AT PEASLEY DIVISION – 1. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

36. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 141 AND 142, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 141 AND 142, AND LOTS 41 AND 42 OF CANYON CREEK AT PEASLEY DIVISION – 1. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

37. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 142 AND 143, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 142 AND 143, AND LOTS 40 AND 41 OF CANYON CREEK AT PEASLEY DIVISION – 1. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

38. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 143 AND 144, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 143 AND 144, AND LOTS 39 AND 40 OF CANYON CREEK AT PEASLEY DIVISION – 1. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

39. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 144 AND 145, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 144 AND 145, AND LOTS 38 AND 39 OF CANYON CREEK AT PEASLEY DIVISION – 1. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

40. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 145 AND 146, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 145 AND 146, AND LOTS 37 AND 38 OF CANYON CREEK AT PEASLEY DIVISION – 1. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

41. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 146 AND 147, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 146 AND 147, AND LOTS 36 AND 37 OF CANYON CREEK AT PEASLEY DIVISION – 1. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

42. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 147 AND 148, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 147 AND 148 AND LOTS 15, 36 AND 37 OF CANYON CREEK AT PEASLEY DIVISION – 1. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

43. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 148 AND 149, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 147, 148 AND 149, AND LOTS 15, 36 AND 37 OF CANYON CREEK AT PEASLEY DIVISION – 1. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

44. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 149 AND 150, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 149 AND 150 AND LOTS 14 AND 15 OF CANYON CREEK AT PEASLEY DIVISION – 1. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

45. THE 31 FOOT WIDE PRIVATE ACCESS EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 125 AND 126, BEING 15.50 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 125 AND 126. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THE ACCESS FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

46. THE SITE DISTANCE EASEMENT SHOWN ON LOT 120 IS HEREBY RESERVED FOR AND GRANTED TO CANYON CREEK HOMEOWNERS ASSOCIATION. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR INSURING THAT THE AREA WITHIN THE SIGHT DISTANCE EASEMENT SHALL BE KEPT CLEAR OF ANY OBSTRUCTION FROM 3 TO 8 FEET OFF THE GROUND.

47. THE 7.5 FOOT WIDE PRIVATE DRAINAGE FACILITY AND WALL EASEMENT BEING ON THE WEST 91.07 FEET OF LOT 154 IS FOR THE BENEFIT OF LOT 154 AND LOT 10 OF CANYON CREEK AT PEASLEY – DIVISION 1. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITH SAID EASEMENT.

DAVID A. PEEBLER STATE OF WASHINGTON 40021 REGISTERED PROFESSIONAL LAND SURVEYOR

CORE DESIGN
14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963
ENGINEERING • PLANNING • SURVEYING

CITY OF AUBURN FILE NO. PLAT 16–0004

JOB NO. 13045

CANYON CREEK AT PEASLEY – DIVISION II

A PORTION OF THE NE 1/4, NE 1/4 AND SE 1/4, NE 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON

CITY OF AUBURN PUBLIC EASEMENT PROVISION

ALL PUBLIC STORM DRAINAGE EASEMENTS AS SHOWN ARE HEREBY GRANTED AND CONVEYED TO THE CITY OF AUBURN, A MUNICIPAL CORPORATION OF KING AND PIERCE COUNTIES, WASHINGTON, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL NONEXCLUSIVE EASEMENT UNDER, OVER, THROUGH AND ACROSS THE REAL PROPERTY AS DESCRIBED HEREIN FOR THE PURPOSES OF LAYING, MAINTAINING, INSTALLING, AND CONVEYING STORM DRAINAGE APPURTENANCES THEREOF, AND LAYING, MAINTAINING, INSTALLING, CONVEYING, STORING, MANAGING, AND FACILITATING STORM AND SURFACE WATER, PER THE ENGINEERING PLANS APPROVED BY THE CITY OF AUBURN FOR THIS PLAT, TOGETHER WITH THE ABSOLUTE RIGHT, AT ALL TIMES AS NECESSARY FOR IMMEDIATE ACCESS (INGRESS AND EGRESS), TO ENTER SAID EASEMENT FOR THE PURPOSE OF INSPECTING, OPERATING, MAINTAINING, REPAIRING, RECONSTRUCTING, AND IMPROVING THE STORM DRAINAGE FACILITIES CONTAINED THEREIN WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFORE.

THE CITY OF AUBURN SHALL HAVE THE ABSOLUTE RIGHT TO PLACE ANY TYPE OF DRIVING SURFACE WITHIN SAID EASEMENT AREA DEEMED NECESSARY BY THE CITY OF AUBURN.

THE OWNERS OF SAID PRIVATE PROPERTY SHALL NOT IN ANY WAY BLOCK, RESTRICT OR IMPEDE ACCESS AND EGRESS TO OR FROM SAID EASEMENT AREA, AND/OR IN ANY WAY BLOCK, RESTRICT OR IMPEDE FULL USE OF THE REAL PROPERTY WITHIN THE ABOVE DESCRIBED EASEMENT AREA BY THE CITY OF AUBURN FOR THE ABOVE DESCRIBED PURPOSES. NO BUILDING, WALL, ROCKERY, FENCE, TREES, OR STRUCTURE OF ANY KIND SHALL BE ERECTED OR PLANTED, NOR SHALL ANY FILL MATERIAL BE PLACED WITHIN THE BOUNDARIES OF SAID EASEMENT AREA, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF AUBURN. WITH THE CITY OF AUBURN PERMISSION, THE OWNERS OF SAID PRIVATE PROPERTY MAY FENCE ACROSS SAID EASEMENT AREA AND/OR ALONG THE BOUNDARIES OF SAID EASEMENT AREA, PROVIDED THAT A GATE IS CONSTRUCTED IN SAID FENCE. SAID GATE SHALL BE OF SUFFICIENT LENGTH AND LOCATION TO ALLOW THE GRANTEE FULL USE OF, AND ACCESS AND EGRESS TO AND FROM THE REAL PROPERTY WITHIN THE EASEMENT AREA. IF SAID GATE IS TO BE LOCKED, KEYS SHALL BE PROVIDED TO THE CITY OF AUBURN.

NO EXCAVATION SHALL BE MADE WITHIN THREE (3) FEET OF SAID STORM DRAINAGE FACILITIES AND THE SURFACE LEVEL OF THE GROUND WITHIN THE EASEMENT AREA SHALL BE MAINTAINED AT THE ELEVATIONS AS CURRENTLY EXISTING.

THE OWNERS OF SAID PRIVATE PROPERTY GRANTS TO THE CITY OF AUBURN THE RIGHT OF INGRESS AND EGRESS TO THE EASEMENT AREA OVER AND ACROSS ALL PAVED, GRAVELED, OR OTHERWISE IMPROVED DRIVEWAYS OR PARKING LOTS WITHIN THE PARENT PARCEL. IF DIRECTED ACCESS TO THE EASEMENT AREA IS NOT AVAILABLE FROM SUCH DRIVEWAYS OR PARKING LOTS, THE CITY OF AUBURN'S RIGHT OF INGRESS AND EGRESS SHALL INCLUDE SUCH OTHER AREAS OF THE PARENT PARCEL AS THE CITY OF AUBURN DETERMINES ARE NECESSARY TO ACCESS THE EASEMENT AREA FROM SUCH DRIVEWAYS AND PARKING LOTS OR FROM THE PARENT PARCELS BOUNDARIES IN THE CASE OF ANY DAMAGE OR DISRUPTION OF THE PARENT PARCEL, THE CITY OF AUBURN SHALL RETURN THE PROPERTY TO A CONDITION REASONABLY COMPARABLE TO ITS CONDITION AS IT EXISTED IMMEDIATELY BEFORE ENTRY AND/OR WORK WAS MADE THEREON BY THE CITY OF AUBURN OR ITS AGENTS.

THE OWNERS OF SAID PRIVATE PROPERTY ADDITIONALLY GRANTS TO THE CITY OF AUBURN, THE USE OF SUCH ADDITIONAL AREA IMMEDIATELY ADJACENT TO SAID EASEMENT AREA AS SHALL BE REQUIRED FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE AND OPERATION OF SAID STORM DRAINAGE FACULTIES. THE USE OF SUCH ADDITIONAL AREA SHALL BE HELD TO REASONABLE MINIMUM AND IN THE CASE OF ANY DAMAGE OR DISRUPTION OF THE PARENT PARCEL, THE CITY OF AUBURN SHALL RETURN THE PROPERTY TO A CONDITION REASONABLY COMPARABLE TO ITS CONDITION AS IT EXISTED IMMEDIATELY BEFORE ENTRY AND/OR WORK WAS MADE THEREON BY THE CITY OF AUBURN OR ITS AGENTS. IN ADDITION TO THE OTHER RESTRICTIONS HEREIN, THE OWNERS OF SAID PRIVATE PROPERTY SHALL NOT CONVEY TO A THIRD PARTY ANY EASEMENT OR OTHER RIGHT OF THE EASEMENT AREA.

THIS EASEMENT AND COVENANT SHALL RUN WITH THE PARENT PARCEL AND IS BINDING ON THE OWNERS OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

PRIVATE DRAINAGE AND FRENCH DRAIN SYSTEM PROVISIONS

1. THE FRENCH DRAIN SYSTEMS ON INDIVIDUAL LOTS IS PRIVATE AND EXCLUSIVE FOR EACH LOT IT OCCUPIES. THE OWNER(S) OF EACH LOT WITH A FRENCH DRAIN SYSTEM IS HEREBY RESPONSIBLE FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THEIR RESPECTIVE FRENCH DRAIN SYSTEM.

2. THE PRIVATE STORM DRAINAGE SYSTEM ON LOT 78 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG S. 322ND STREET IS FOR THE BENEFIT OF LOTS 78, AND LOTS 8 AND 9 OF CANYON CREEK AT PEASLEY DIVISION – 1. THE OWNER(S) OF LOTS 78, 8 AND 9 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST FOR MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

3. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 79, 80 AND 81 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG S. 322ND STREET IS FOR THE BENEFIT OF LOTS 79, 80 AND 81. THE OWNER(S) OF LOTS 79, 80 AND 81 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

4. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 82, 83 AND 84 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG S. 322ND STREET IS FOR THE BENEFIT OF LOTS 82, 83 AND 84. THE OWNER(S) OF LOTS 82, 83 AND 84 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

5. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 85, 86 AND 87 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 50TH COURT SOUTH IS FOR THE BENEFIT OF LOTS 85, 86 AND 87. THE OWNER(S) OF LOTS 85, 86 AND 87 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

6. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 88, 89, AND 90 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ADJOINING TRACT R, TOGETHER WITH THE EAST 10 FEET OF LOTS 85 THROUGH 87, TOGETHER WITH THE NORTH 5 FEET OF LOT 88, TOGETHER WITH THE WEST 10 FEET OF THE NORTH 35.5 FEET OF LOT 88, IS FOR THE BENEFIT OF LOTS 85 THROUGH 90. THE OWNER(S) OF LOTS 85 THROUGH 90 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

7. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 91, 92, AND 93 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 50TH COURT SOUTH IS FOR THE BENEFIT OF LOTS 91, 92, AND 93. THE OWNER(S) OF LOTS 91, 92, AND 93 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

8. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 94 AND 95 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 50TH COURT SOUTH IS FOR THE BENEFIT OF LOTS 94 AND 95. THE OWNER(S) OF LOTS 94 AND 95 ARE HEREBY RESPONSIBLE FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

9. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 96, 97, AND 98 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 49TH AVE. SOUTH IS FOR THE BENEFIT OF LOTS 96, 97, AND 98. THE OWNER(S) OF LOTS 96, 97, AND 98 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

10. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 99, 100, AND 101 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 49TH AVE. SOUTH IS FOR THE BENEFIT OF LOTS 99, 100, AND 101. THE OWNER(S) OF LOTS 99, 100, AND 101 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

11. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 102, 103, AND 104 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 49TH AVE. SOUTH IS FOR THE BENEFIT OF LOTS 102, 103, AND 104. THE OWNER(S) OF LOTS 102, 103, AND 104 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

12. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 105, 106, AND 107 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 49TH AVE. SOUTH IS FOR THE BENEFIT OF LOTS 105, 106, AND 107. THE OWNER(S) OF LOTS 105, 106, AND 107 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

13. THE PRIVATE STORM DRAINAGE SYSTEM ON TRACT 'S' WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 49TH AVE. SOUTH IS FOR THE BENEFIT OF TRACT 'S'. THE CANYON CREEK HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS PRIVATE STORM DRAINAGE SYSTEM.

14. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 108, 109, 110 AND 111 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG S. 324TH STREET IS FOR THE BENEFIT OF LOTS 108, 109, 110 AND 111. THE OWNER(S) OF LOTS 108, 109, 110 AND 111 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

15. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 112 AND 113 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG S. 324TH STREET IS FOR THE BENEFIT OF LOTS 112 AND 113. THE OWNER(S) OF LOTS 112 AND 113 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

PRIVATE DRAINAGE AND FRENCH DRAIN SYSTEM PROVISIONS – CONTINUED

16. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 114 AND 115 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG S. 324TH STREET IS FOR THE BENEFIT OF LOTS 114 AND 115. THE OWNER(S) OF LOTS 114 AND 115 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

17. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 116, 117, 118 AND 119 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG S. 324TH STREET IS FOR THE BENEFIT OF LOTS 116, 117, 118 AND 119. THE OWNER(S) OF LOTS 116, 117, 118 AND 119 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

18. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 120, 121 AND 122 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG S. 325TH COURT IS FOR THE BENEFIT OF LOTS 120, 121, AND 122. THE OWNER(S) OF LOTS 120, 121, AND 122 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

19. THE PRIVATE STORM DRAINAGE SYSTEM ON LOT 123 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG S. 325TH COURT IS FOR THE BENEFIT OF LOT 123. THE OWNER OF LOT 123 IS HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL BEAR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE PRIVATE STORM DRAINAGE SYSTEM.

20. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 124 AND 125 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ADJOINING TRACT T IS FOR THE BENEFIT OF LOTS 124 AND 125. THE OWNER(S) OF LOTS 124 AND 125 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

21. THE PRIVATE STORM DRAINAGE SYSTEM ON LOT 127 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ADJOINING TRACT T IS FOR THE BENEFIT OF LOTS 126 AND 127. THE OWNER(S) OF LOTS 126 AND 127 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

22. THE PRIVATE STORM DRAINAGE SYSTEM ON LOT 128 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 50TH AVE. SOUTH IS FOR THE BENEFIT OF LOT 128. THE OWNER OF LOT 128 IS HEREBY RESPONSIBLE FOR THE MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS PRIVATE STORM DRAINAGE SYSTEM.

23. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 128, 129, AND 130 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG S. 325TH COURT IS FOR THE BENEFIT OF LOTS 128, 129, AND 130. THE OWNERS OF LOTS 128, 129, AND 130 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

24. THE PRIVATE STORM DRAINAGE SYSTEM ON LOT 131 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ADJOINING TRACT V AND S. 325TH COURT IS FOR THE BENEFIT OF LOT 131. THE OWNER OF LOT 131 IS HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL BEAR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS PRIVATE STORM DRAINAGE SYSTEM.

25. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 132 AND 133, WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ADJOINING TRACT V ON LOT 132, AND THE SOUTH 10 FEET OF THE NORTH 40 FEET OF LOT 133, IS FOR THE BENEFIT OF LOTS 132 AND 133. THE OWNER(S) OF LOTS 132 AND 133 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

26. INTENTIONALLY LEFT BLANK.

27. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 135, 136, AND 137 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 49TH AVE. SOUTH IS FOR THE BENEFIT OF LOTS 135, 136, AND 137. THE OWNER(S) OF LOTS 135, 136, AND 137 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

28. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 138 AND 139 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 49TH AVE. SOUTH IS FOR THE BENEFIT OF LOTS 138 AND 139. THE OWNER(S) OF LOTS 138 AND 139 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

29. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 140, 141, AND 142 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 49TH AVE. SOUTH IS FOR THE BENEFIT OF LOTS 140, 141, AND 142. THE OWNER(S) OF LOTS 140, 141, AND 142 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

30. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 143, 144, AND 145 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 49TH AVE. SOUTH IS FOR THE BENEFIT OF LOTS 143, 144, AND 145. THE OWNER(S) OF LOTS 143, 144, AND 145 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

31. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 146, 147, AND 148 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 49TH AVE. SOUTH IS FOR THE BENEFIT OF LOTS 146, 147, AND 148. THE OWNER(S) OF LOTS 146, 147, AND 148 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

32. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 149, 150, AND 151 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 49TH AVE. SOUTH IS FOR THE BENEFIT OF LOTS 149, 150, AND 151. THE OWNER(S) OF LOTS 149, 150, AND 151 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

33. THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 152, 153, AND 154 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 49TH AVE. SOUTH IS FOR THE BENEFIT OF LOTS 152, 153, AND 154. THE OWNER(S) OF LOTS 152, 153, AND 154 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

34. THE PRIVATE STORM DRAINAGE SYSTEM ON THE NORTH 10 FEET OF LOTS 108, 109, 110, 111, 112 AND 113 AND THE EAST 10 FEET OF LOT 110 IS FOR THE BENEFIT OF LOTS 108, 109, 110, 111, 112 AND 113. THE OWNER(S) OF LOTS 108, 109, 110, 111, 112 AND 113 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THIS SHARED PRIVATE STORM DRAINAGE SYSTEM.

NOTE: TEMPORARY CONSTRUCTION EASEMENT

THESE TEMPORARY CONSTRUCTION EASEMENTS, AS RECORDED ON CANYON CREEK AT PEASLEY – DIV. I, PER REC. NO. 20160329000621, ARE TO BE EXTINGUISHED UPON THE RECORDING OF THIS FINAL PLAT.

DAVID A. PEEBLER STATE OF WASHINGTON 40021 REGISTERED PROFESSIONAL LAND SURVEYOR

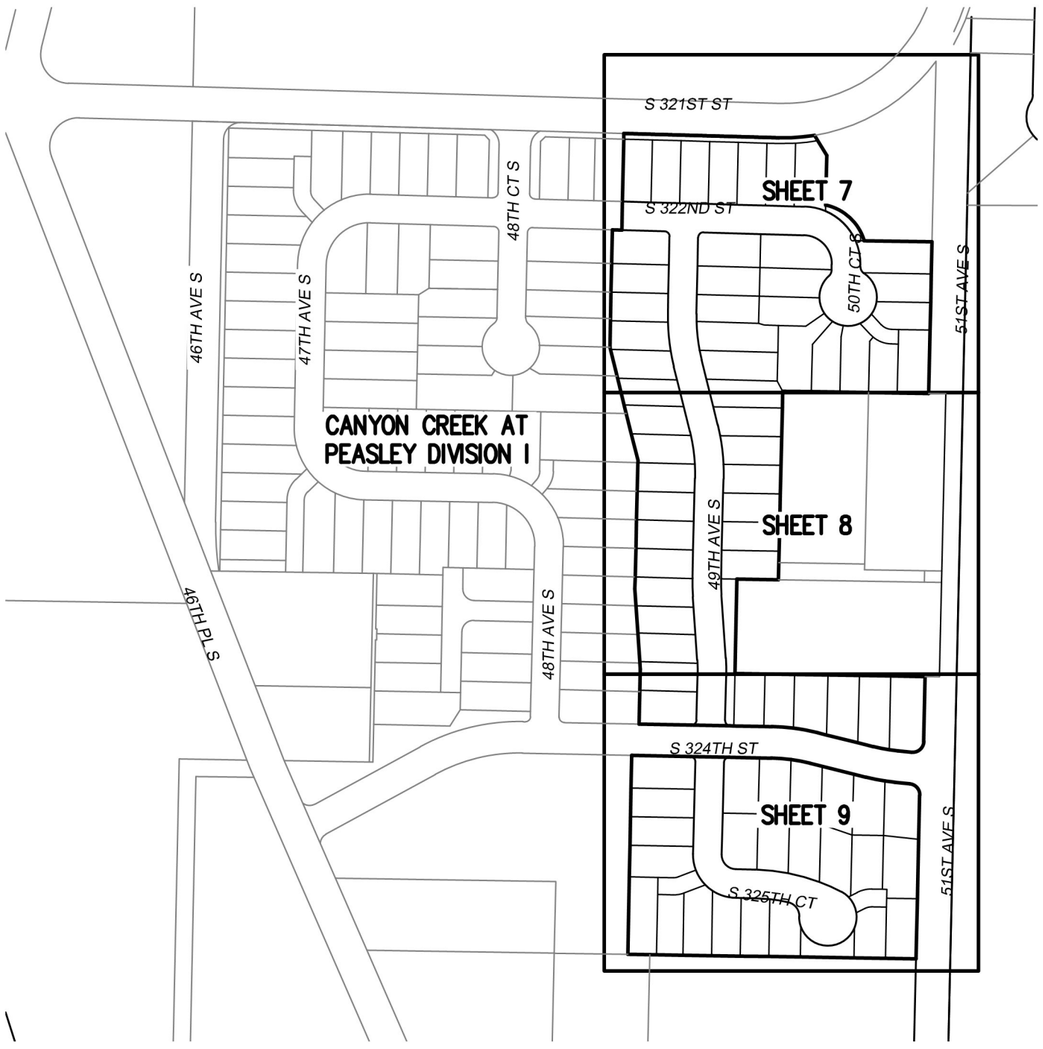
CORE DESIGN
14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963
ENGINEERING • PLANNING • SURVEYING

CITY OF AUBURN FILE NO. PLAT 16-0004

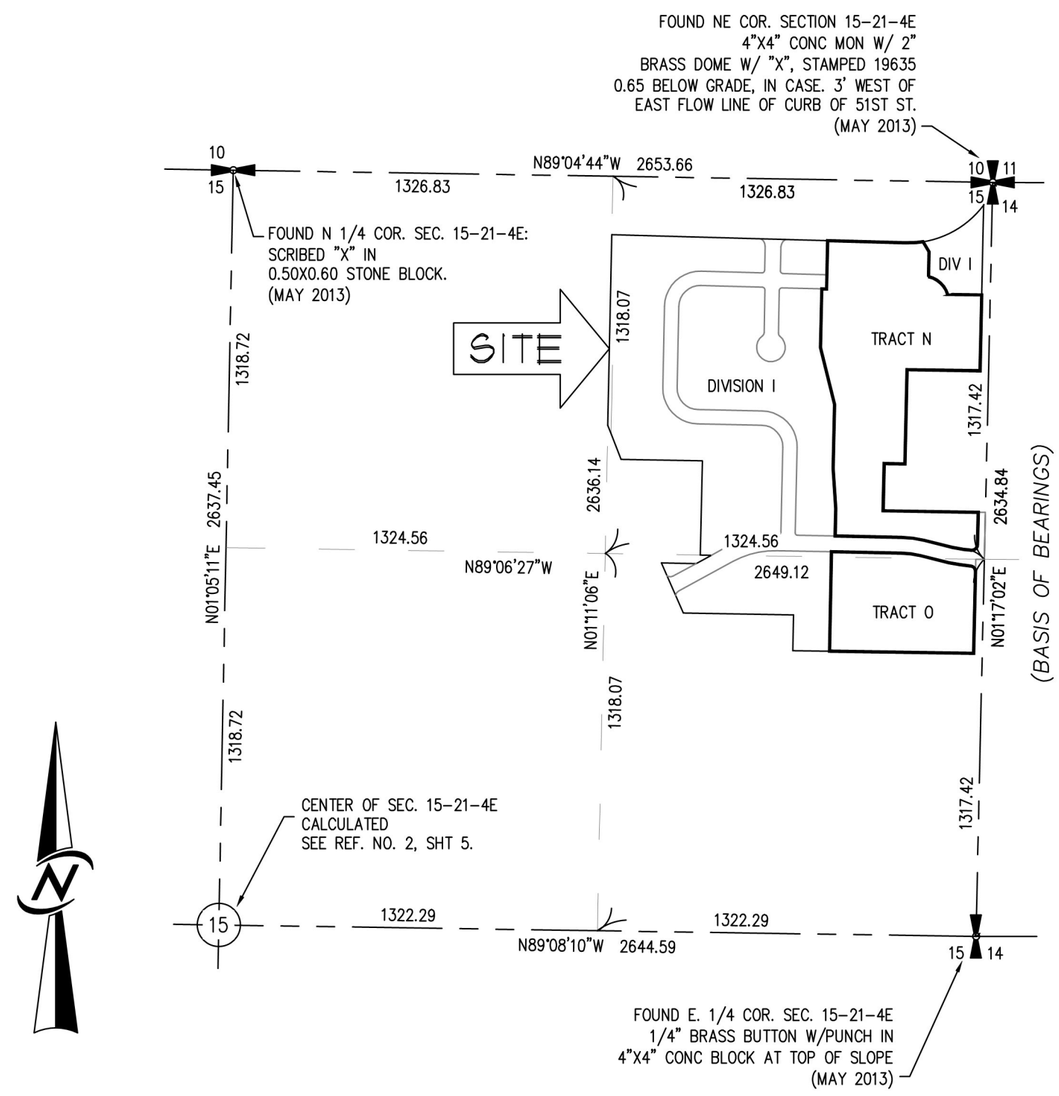
JOB NO. 13045

CANYON CREEK AT PEASLEY – DIVISION II

A PORTION OF THE NE 1/4, NE 1/4 AND SE 1/4, NE 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON



VICINITY MAP / SHEET INDEX (N.T.S.)



SECTION AND PARCEL DETAIL

SCALE: 1" = 500'

0 250' 500' 1000'

LOT ADDRESSING

LOT NO.	HOUSE NUMBER	STREET NAME
78	4828	SOUTH 322ND STREET
79	4836	SOUTH 322ND STREET
80	4908	SOUTH 322ND STREET
81	4916	SOUTH 322ND STREET
82	4924	SOUTH 322ND STREET
83	4932	SOUTH 322ND STREET
84	4940	SOUTH 322ND STREET
85	32214	50TH COURT SOUTH
86	32226	50TH COURT SOUTH
87	32238	50TH COURT SOUTH
88	32242	50TH COURT SOUTH
89	32246	50TH COURT SOUTH
90	32252	50TH COURT SOUTH
91	32257	50TH COURT SOUTH
92	32245	50TH COURT SOUTH
93	32233	50TH COURT SOUTH
94	32221	50TH COURT SOUTH
95	32209	50TH COURT SOUTH
96	32206	49TH AVENUE SOUTH
97	32214	49TH AVENUE SOUTH
98	32222	49TH AVENUE SOUTH
99	32230	49TH AVENUE SOUTH
100	32238	49TH AVENUE SOUTH
101	32246	49TH AVENUE SOUTH
102	32254	49TH AVENUE SOUTH
103	32262	49TH AVENUE SOUTH
104	32302	49TH AVENUE SOUTH
105	32310	49TH AVENUE SOUTH
106	32318	49TH AVENUE SOUTH
107	32326	49TH AVENUE SOUTH
108	4904	SOUTH 324TH STREET
109	4922	SOUTH 324TH STREET
110	4940	SOUTH 324TH STREET
111	4958	SOUTH 324TH STREET
112	5006	SOUTH 324TH STREET
113	5024	SOUTH 324TH STREET
114	5025	SOUTH 324TH STREET
115	5007	SOUTH 324TH STREET
116	4959	SOUTH 324TH STREET
117	4941	SOUTH 324TH STREET
118	4923	SOUTH 324TH STREET
119	4905	SOUTH 324TH STREET
120	4906	SOUTH 325TH COURT
121	4924	SOUTH 325TH COURT
122	4942	SOUTH 325TH COURT
123	4960	SOUTH 325TH COURT
124	5008	SOUTH 325TH COURT
125	5026	SOUTH 325TH COURT
126	5048	SOUTH 325TH COURT
127	5066	SOUTH 325TH COURT
128	4939	SOUTH 325TH COURT
129	4921	SOUTH 325TH COURT
130	4903	SOUTH 325TH COURT
131	32453	49TH AVENUE SOUTH
132	32445	49TH AVENUE SOUTH
133	32437	49TH AVENUE SOUTH
134	32429	49TH AVENUE SOUTH
135	32421	49TH AVENUE SOUTH
136	32413	49TH AVENUE SOUTH
137	32405	49TH AVENUE SOUTH
138	32365	49TH AVENUE SOUTH
139	32357	49TH AVENUE SOUTH
140	32349	49TH AVENUE SOUTH
141	32341	49TH AVENUE SOUTH
142	32333	49TH AVENUE SOUTH
143	32325	49TH AVENUE SOUTH
144	32317	49TH AVENUE SOUTH
145	32309	49TH AVENUE SOUTH
146	32301	49TH AVENUE SOUTH
147	32261	49TH AVENUE SOUTH
148	32253	49TH AVENUE SOUTH
149	32245	49TH AVENUE SOUTH
150	32237	49TH AVENUE SOUTH
151	32229	49TH AVENUE SOUTH
152	32221	49TH AVENUE SOUTH
153	32213	49TH AVENUE SOUTH
154	32205	49TH AVENUE SOUTH

BASIS OF BEARINGS

N01°17'02"E, BETWEEN THE NORTHEAST CORNER AND THE EAST QUARTER CORNER OF SECTION 15–21–04E.

REFERENCES

1. RECORD OF SURVEY AS RECORDED IN VOLUME 135 OF SURVEYS, AT PAGE 287, UNDER RECORDING NUMBER 20000224900001.
2. RECORD OF SURVEY AS RECORDED IN VOLUME 124, PAGE 73–73A, UNDER RECORDING NUMBER 9809029002.
3. RECORD OF SURVEY AS RECORDED IN VOLUME 246, PAGE 158–159, UNDER RECORDING NUMBER 20080508900003.
4. PLAT OF WEST AUBURN FIVE ACRE TRACTS AS RECORDED IN VOLUME 15 OF PLATS, AT PAGE 12, UNDER RECORDING NUMBER 475327.
5. PLAT OF MILL CREEK VIEW TRACTS NO. 1 AS RECORDED IN VOLUME 77 OF PLATS AT PAGE 94.
6. PLAT OF CANYON CREEK AT PEASLEY – DIVISION I, AS RECORDED IN VOLUME 273 OF PLATS, PAGES 006–012, UNDER RECORDING NUMBER 20160329000621.

SURVEY NOTES

1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM FIRST AMERICAN TITLE INSURANCE CO. SUBDIVISION GUARANTEE; NO. 2001725, DATED MAY 6, 2016. IN PREPARING THIS MAP, CORE DESIGN, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS CORE DESIGN, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED FIRST AMERICAN TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE. CORE DESIGN, INC. HAS RELIED WHOLLY ON FIRST AMERICAN TITLE INSURANCE COMPANY'S REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE CORE DESIGN, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
2. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN MAY OF 2013.
3. ALL DISTANCES ARE IN FEET.
4. THIS IS A FIELD TRAVERSE SURVEY. A SOKKIA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332–130–090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
5. THIS SURVEY COMPLIES WITH THE STANDARDS AND GUIDELINES OF THE "SURVEY RECORDING ACT" CHAPTER 58.09 RCW AND WAC 332–130.

DAVID A. PEEBLER
STATE OF WASHINGTON
40021
REGISTERED
PROFESSIONAL LAND SURVEYOR

CORE DESIGN
14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963
ENGINEERING • PLANNING • SURVEYING

CITY OF AUBURN FILE NO. PLAT 16–0004

JOB NO. 13045

CANYON CREEK AT PEASLEY – DIVISION II

A PORTION OF THE NE 1/4, NE 1/4 AND SE 1/4, NE 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON

10
15
FND N 1/4 COR. SEC 15–21–4E:
SCRIBED "X" IN 0.50X0.60 STONE BLOCK
(MAY 2013)

N89°04'44"W 2653.66

10 11
15 14
NE COR SEC 15–21–14
FND 4"x4" CONC MIN W/2" BRASS
DOME W/"X" STAMPED "19635"
0.65' BELOW GRADE IN CASE.
3' WEST OF EAST FLOWLINE OF
CURBS OF 51ST AVE SOUTH
(MAY 2013)

CENTERLINE OF "RIGHT–OF–WAY" OF PUGET SOUND
AND POWER ESM'T PER REC. NO. 7701190606.
SEE RESTRICTIONS/COVENANTS ON SHEET 2.

30' 30'

S 321ST ST (PUBLIC)

TR P
N88°22'32"W 270.63
C60
L60
TRACT C
77
CANYON CREEK AT PEASLEY DIVISION I REC NO 20160329000621
N11°11'06"E 169.00
78 79 80 81 82 83 84
L61
N12°19'36"E (R)
TR Q
C61
S 322ND ST
N88°22'32"W 16.74
N89°05'35"W 118.92
658.71
85
86
87
TR R
265.01
N01°17'02"E
N89°05'35"W 255.01
30.00

46TH AVE S (PUBLIC)
47TH AVE S
48TH CT S
50TH CT S
S 322ND ST
S 323RD ST
S 324TH ST (PUBLIC)
46TH PL S (PUBLIC)
48TH AVE S
49TH AVE S
51ST AVE. S. (PUBLIC)
N01°11'702"E 2634.84

154 153 152 151 150 149 148 147 146 145 144 143 142 141 140 139 138
N01°11'06"E 205.00
N13°55'02"W 55'02"W 204.47
96 95 97 94 98 93 99 100 101 102 103 104 105 106 107
92 91 90 89 88
329.39
N01°17'02"E
152104–9116 EXCEPTION
152104–9107 EXCEPTION
494.36
1317.42
TRACT G
152104–9116 EXCEPTION
152104–9127 EXCEPTION
N89°06'01"W 72.49
TR S
N01°17'02"E 165.00
N89°06'01"W 332.50
25.00
108 109 110 111 112 113
113.44
N01°17'02"E
N88°52'17"W 231.98
C64
N76°02'07"W 100.72
C63
L62
C62
N88°52'17"W 243.63
C65
100.72
N76°02'07"W
C66
L63
C67
137 136 135 134 119 118 117 116 115 114 120 121 122 123 124 125
N01°07'43"E 347.56
N01°24'33"E 223.52
N03°53'00"W 140.94
N01°24'33"E 95.77
285.77
328.71
N01°17'02"E
S 325TH CT
TR V
TR T
133 132 131 130 129 128 127 126
TR U
N89°08'08"W 503.51
30'
30.00
988.71
E 1/4 CORNER SEC 15–21–4E
FND 1/4" BRASS BUTTON
W/ PUNCH IN 4"x4"
CONC. BLOCK AT TOP SLOPE
(MAY 2013)
15 14

TRACT I
TR L
TR H
TR F
TRACT E
CANYON CREEK AT PEASLEY
DIVISION I
REC NO 20160329000621
LOT 1
SP 387019
REC. NO. 8805240164
152104–9211
152104–9228
926280–0189
926280–0235
WEST AUBURN FIVE ACRE TRACTS
926280–0240

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C60	330.00	10°56'08"	62.98
C61	90.00	60°54'01"	95.66
C62	19.50	94°36'31"	32.20
C63	305.50	8°04'20"	43.04
C64	360.50	12°50'10"	80.76
C65	305.50	12°50'10"	68.44
C66	360.50	8°04'20"	50.79
C67	19.50	85°23'29"	29.06

LINE TABLE		
LINE #	BEARING	LENGTH
L60	N30°52'44"W	40.94
L61	N01°11'06"E	87.04
L62	N84°06'27"W	24.07
L63	N84°06'27"W	26.63

SCALE: 1" = 100'
0 50 100 200

LEGEND
(R) RADIAL BEARING

DAVID A. PEEBLER
STATE OF WASHINGTON
40021
REGISTERED
PROFESSIONAL LAND SURVEYOR

CORE DESIGN
14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963
ENGINEERING • PLANNING • SURVEYING

JOB NO. 13045

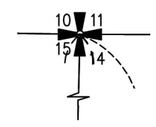
CITY OF AUBURN FILE NO. PLAT 16–0004

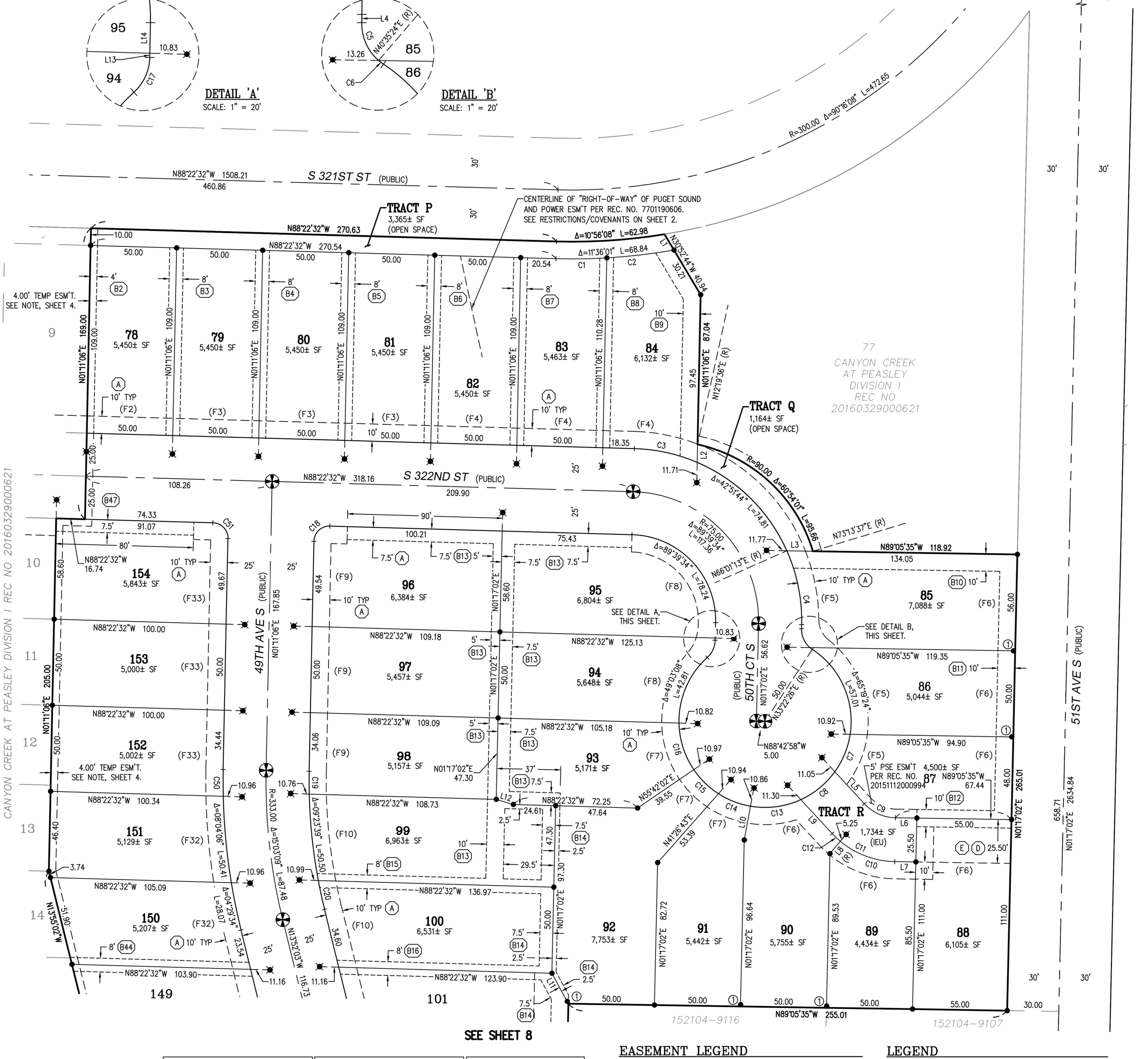
CANYON CREEK AT PEASLEY – DIVISION II

A PORTION OF THE NE 1/4, NE 1/4 AND SE 1/4, NE 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON

DETAIL 'A'
SCALE: 1" = 20'

DETAIL 'B'
SCALE: 1" = 20'





SEE SHEET 8

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	340.00	4°58'07"	29.48
C2	340.00	6°37'54"	39.35
C3	100.00	21°32'01"	37.58
C4	100.00	25°15'49"	44.09
C5	14.00	50°41'38"	12.39
C6	14.00	7°12'58"	1.76
C7	50.00	27°04'37"	23.63
C8	50.00	29°35'46"	25.83
C9	25.00	46°24'15"	20.25
C10	50.50	39°02'50"	34.42
C11	50.50	46°24'15"	40.90

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C12	50.50	7°21'25"	6.48
C13	50.00	34°17'07"	29.92
C14	50.00	23°04'26"	20.14
C15	50.00	23°04'26"	20.14
C16	50.00	32°59'45"	28.79
C17	14.00	46°34'03"	11.38
C18	9.00	90°26'22"	14.21
C19	308.00	2°27'55"	13.25
C20	308.00	3°11'35"	17.16
C50	358.00	2°29'29"	15.57
C51	9.00	89°33'38"	14.07

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N30°52'44"W	10.73
L2	N01°11'06"E	10.41
L3	N89°05'35"W	15.13
L4	N01°17'02"E	2.39
L5	N42°41'20"W	25.45
L6	N89°05'35"W	12.44
L7	N89°05'35"W	12.27
L8	N39°57'15"E	9.34
L9	N42°41'20"W	26.90
L10	N10°36'12"E	20.00
L11	N28°31'17"W	20.12
L12	N73°17'22"W	10.37
L13	N01°17'02"E	1.24
L14	N01°17'02"E	8.90

EASEMENT LEGEND

- (A) PRIVATE UTILITY EASEMENT, SEE NOTE 1, SHEET 3.
- (B##) PRIVATE WALL AND STORM DRAINAGE EASEMENT, SEE PARAGRAPH #, SHEET 3.
- (D) PUBLIC UTILITY EASEMENT TO THE CITY OF AUBURN. SEE SHEET 4.
- (E) PUBLIC WATERLINE (WLE) EASEMENT TO LAKEHAVEN UTILITY DISITRICT, SEE SHEET 2.
- (F#) PRIVATE FRENCH DRAIN & STORM PROVISION. SEE PARAGRAPH #, SHEET 4.

LEGEND

- I.E.U. INGRESS, EGRESS & UTILITIES
- (R) RADIAL BEARING
- ● SET 1/2"X24" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 40021"
- ①● SET 1/2"X24" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 40021" ON PROPERTY LINE AT OFFSET DISTANCE (FEET) FROM PROPERTY CORNER
- ✖ SET LEAD/TACK WITH 1" BRASS WASHER "CORE 40021" ON TOP CURB, ON PROPERTY LINE EXTENDED 10.75', UNLESS OTHERWISE NOTED.
- ⊕ SET MONUMENT IN STANDARD KING COUNTY CASE.

SCALE: 1" = 40'
0 20 40 80

CITY OF AUBURN FILE NO. PLAT 16-0004

DAVID A. PEEBLER STATE OF WASHINGTON 40021 REGISTERED PROFESSIONAL LAND SURVEYOR

CORE DESIGN
14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963
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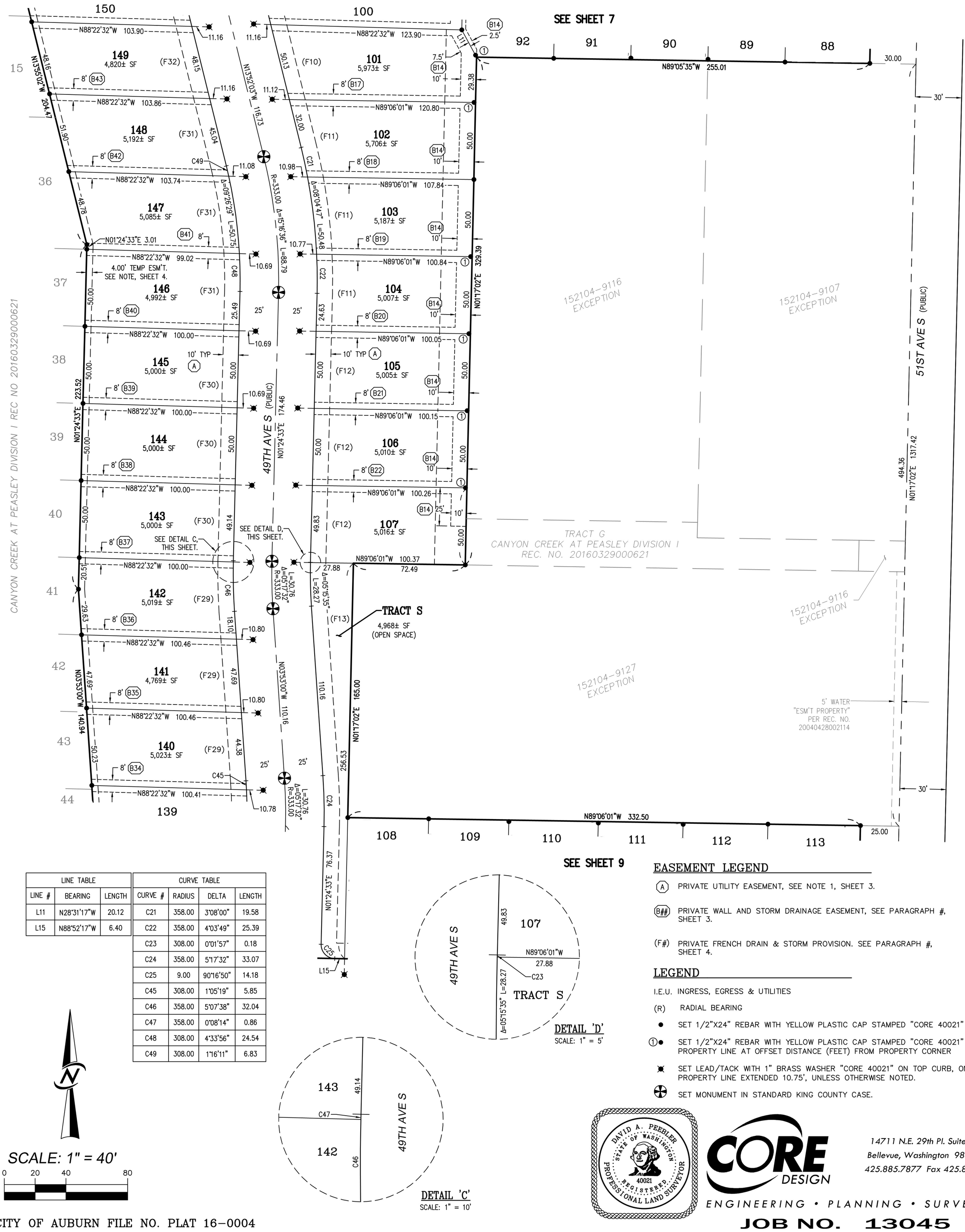
A PORTION OF THE NE 1/4, NE 1/4 AND SE 1/4, NE 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON



LINE TABLE		
LINE #	BEARING	LENGTH
L11	N28°31'17"W	20.12
L15	N88°52'17"W	6.40

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C21	358.00	3°08'00"	19.58
C22	358.00	4°03'49"	25.39
C23	308.00	0°01'57"	0.18
C24	358.00	5°17'32"	33.07
C25	9.00	90°16'50"	14.18
C45	308.00	1°05'19"	5.85
C46	358.00	5°07'38"	32.04
C47	358.00	0°08'14"	0.86
C48	308.00	4°33'56"	24.54
C49	308.00	1°16'11"	6.83

DETAIL 'D'
SCALE: 1" = 5'

DETAIL 'C'
SCALE: 1" = 10'

EASEMENT LEGEND

(A) PRIVATE UTILITY EASEMENT, SEE NOTE 1, SHEET 3.

(B##) PRIVATE WALL AND STORM DRAINAGE EASEMENT, SEE PARAGRAPH #, SHEET 3.

(F#) PRIVATE FRENCH DRAIN & STORM PROVISION. SEE PARAGRAPH #, SHEET 4.

LEGEND

I.E.U. INGRESS, EGRESS & UTILITIES

(R) RADIAL BEARING

● SET 1/2"X24" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 40021"

①● SET 1/2"X24" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 40021" ON PROPERTY LINE AT OFFSET DISTANCE (FEET) FROM PROPERTY CORNER

SET LEAD/TACK WITH 1" BRASS WASHER "CORE 40021" ON TOP CURB, ON PROPERTY LINE EXTENDED 10.75', UNLESS OTHERWISE NOTED.

SET MONUMENT IN STANDARD KING COUNTY CASE.

SCALE: 1" = 40'
0 20 40 80

CITY OF AUBURN FILE NO. PLAT 16–0004

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14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
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A PORTION OF THE NE 1/4, NE 1/4 AND SE 1/4, NE 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON

SEE SHEET 8

152104-9127

926280-0235

926280-0240

CANYON CREEK AT PEASLEY DIVISION I REC NO 20160329000621

WEST AUBURN FIVE ACRE TRACTS

DETAIL 'E'

SCALE: 1" = 5'

DETAIL 'F'

SCALE: 1" = 20'

SCALE: 1" = 40'

EASEMENT LEGEND

- (A) PRIVATE UTILITY EASEMENT, SEE NOTE 1, SHEET 3.
- (B##) PRIVATE WALL & STORM DRAINAGE EASEMENT, SEE PARAGRAPH #, SHEET 3.
- (C) PRIVACT ACCESS EASMENT. SEE NOTE 45, SHEET 3.
- (D) PUBLIC UTILITY EASEMENT TO THE CITY OF AUBURN. SEE SHEET 4.
- (F#) PRIVATE FRENCH DRAIN & STORM PROVISION. SEE PARAGRAPH #, SHEET 4.

LEGEND

- I.E.U. INGRESS, EGRESS & UTILITIES
- (R) RADIAL BEARING
- ● SET 1/2"X24" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 40021"
- ①● SET 1/2"X24" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 40021" ON PROPERTY LINE AT OFFSET DISTANCE (FEET) FROM PROPERTY CORNER
- ✖ SET LEAD/TACK WITH 1" BRASS WASHER "CORE 40021" ON TOP CURB, ON PROPERTY LINE EXTENDED 10.75', UNLESS OTHERWISE NOTED.
- ⊕ SET MONUMENT IN STANDARD KING COUNTY CASE.

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C25	9.00	90°16'50"	14.18
C26	305.50	2°49'04"	15.02
C27	360.50	2°39'38"	16.74
C28	9.00	89°43'10"	14.09
C29	335.00	0°30'33"	2.98
C30	50.00	17°15'27"	15.06
C31	50.00	36°07'06"	31.52
C32	55.50	27°34'52"	26.72
C33	24.50	27°34'49"	11.79
C34	50.00	29°44'01"	25.95

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C35	50.00	20°17'20"	17.71
C36	25.00	78°09'47"	34.11
C37	285.00	5°20'33"	26.57
C38	75.00	12°38'49"	16.55
C39	75.00	23°34'41"	30.86
C40	50.00	21°53'02"	19.10
C41	20.00	21°53'02"	7.64
C42	9.00	90°16'50"	14.18
C43	9.00	89°43'10"	14.09
C44	308.00	4°12'14"	22.60

LINE TABLE		
LINE #	BEARING	LENGTH
L15	N88°52'17"W	6.40
L16	N63°17'03"E	4.87
L17	N63°17'03"E	12.82
L18	N63°17'03"E	17.69
L19	N89°08'08"W	18.06
L20	N89°08'08"W	7.84
L21	N89°08'08"W	25.90
L22	N89°08'08"W	25.76
L23	N63°17'03"E	17.69
L24	N88°52'17"W	10.43
L25	N69°14'41"E	0.21
L26	N88°52'17"W	27.12

CITY OF AUBURN FILE NO. PLAT 16-0004

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CORE DESIGN
14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963
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JOB NO. 13045

BEFORE THE HEARING EXAMINER FOR THE CITY OF AUBURN

Phil Olbrechts, Hearing Examiner

RE: Auburn Assemblage PLT13-0006	**FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL DECISION.**

INTRODUCTION

The applicant requests approval of a preliminary plat for a 154 lot single-family subdivision of a 34.35 acre parcel located on the south side of 321st Street S. between 46th Pl. S. and 51st Ave. S. The applicant also requests approval of four street standard deviations. The preliminary plat is approved with conditions. The street standard deviations are also approved.

Approval of the preliminary plat is premised upon the approval of an associated rezone from R5 to R7. The examiner has recommended denial on this rezone request. If the City Council adopts the examiner's denial recommendation, the applicant will have to lower the density of the plat. It will be up to staff to ascertain what process will be necessary to approve such a reduction in density and associated change in preliminary plat design.

ORAL TESTIMONY

The hearing on the subject preliminary plat application was consolidated with the hearing on the associated rezone request. Please see the rezone recommendation (REZ13-0003) for a summary of the testimony of the consolidated hearing.

EXHIBITS

The hearing on the subject preliminary plat application was consolidated with the hearing on the associated rezone request. Please see the rezone recommendation (REZ13-0003) for a list of exhibits admitted into the consolidated hearing.

FINDINGS OF FACT

Procedural:

1. Applicant. The applicant is PNW Home Builder North, LLC.

2. Hearing. A public hearing was held on the proposed rezone on June 18, 2014 at 5:30 p.m. at the City Council chambers at Auburn City Hall. The hearing was left open through June 30, 2014 because the appeal period for the State Environmental Policy Act ("SEPA") Determination of Nonsignificance ("DNS") did not end until that date. Staff forwarded a SEPA mitigation agreement with the City of Federal Way (Ex. 20) to the examiner on July 1, 2014.

Substantive:

3. Site/Proposal Description. The applicant requests approval of a preliminary plat for a 154 lot single-family subdivision of a 34.35 acre parcel located on the south side of 321st Street S. between 46th Pl. S. and 51st Ave. S. The applicant also requests four street standard deviations.

The project site is currently primarily undeveloped, with 3 single-family residential structures (1 burnt out) with associated outbuildings. With the exception of the single-family residence located in the northeastern corner of the project site, all other structures will be demolished. The Project's calculated density is 5.69 dwelling units per net acre which is within the density threshold for R7 zone. The base (maximum) density for the R7 zone is 7 dwelling units per net acre. The minimum density for the R7 zone is 5 dwelling units per net acre (ACC 18.07.030).

The following lot dimensions are proposed by the Project:

Minimum average lot area: 6,388sf
Minimum lot area: 4,342sf
Minimum lot width: 39 feet (Lot 113)

Per the modification (also termed "deviation") requests ("Exhibit 14") the first dated March 6, 2014, and revised on April 4, 2014, the applicant proposes the following deviations:

1. Reduced Horizontal Curve Radius

- Reduce the minimum horizontal curve radius of 333 feet for "Local Residential" roadways as follows:
    - o Road B: in the vicinity of Lot 28, reduce the radius to 60 feet; in the vicinity of Lot 102, Lot 107, and Lot 116, reduce the radius to 100 feet.
    - o Road D: in the vicinity of Lot 53, reduce the radius to 50 feet; in the vicinity of Lot 54, reduce the radius to 150 feet.

- Reduce the minimum horizontal curve radius of 544 feet for "Residential Collector" roadways as follows:

- o Road E: in the vicinity of Tract J, Lot 43 and Lot 45, reduce the radius to 333 feet.

2. Reduce Minimum Tangent between Reverse Curves.

- Reduce the minimum tangent length of 100 feet between reverse curves for a "Local Residential" roadway as follows:

  - o Road D: in the vicinity of Lot 53, reduce the tangent length to 33.90 feet

- Reduce the minimum tangent length of 150 feet between reverse curves for a "Residential Collector " roadway as follows:

  - o Road E: in the vicinity of Lot 44, reduce the tangent length to 100 feet.

3. Reduced Design Speed for Intersection Sight Distance.

- Reduce the design speed for intersection sight distance for a "Local Residential" from the required design speed of 30 mph to the posted speed of 25 mph.

- Reduce the design speed for intersection sight distance for a "Residential Collector" from the required design speed of 35 mph to the posted speed of 30 mph.

4. Intersection Spacing.

- Reduce the required intersection spacing standard of 500 feet between "Residential Collectors" for the intersections of 46th Place South/Road E and 46th Place South/South 324th Street.

The request for multiple transportation-related modifications has been reviewed by the transportation staff and the City Engineer. The City Engineer is recommending approval of all. See "Exhibit 14" for transportation staff analysis and reasons for support.

4. Characteristics of the Area. The subdivision is surrounded by detached single-family homes or vacant lands, all zoned R5, except to the north, which is unincorporated King County

5. Adverse Impacts. As conditioned, there are no significant adverse impacts associated with the proposal. More specifically, impacts are addressed as follows:

A. Critical Areas. There are no wetlands or streams located on the project site. Isolated Critical Landslide or Erosion Hazard areas have been identified on the project Site. The overall average slope gradient is approximately 30%, with isolated areas in excess of 40%, with a

maximum local gradient of approximately 45% located in an isolated area approximately 880 square feet in area. A geotechnical report, Ex. 12, has been prepared to assess project impacts to the geologically hazardous areas. The geotechnical report did not anticipate that the project and associated construction activity will increase the potential for soil instability provided the recommendations of the report are followed. The project site is not in a floodplain. No state or federal candidate threatened or endangered plant and animal species has been identified on the project site. The project site is not located within any shoreline designation. The project site is located in Groundwater Protection Zone 4, requiring implementation of best management practices for water resource protection per ACC 16.10.120(E)(2).

B. Drainage. Stormwater management, drainage, and erosion control will be adequately addressed via compliance with City stormwater standards, specifically including but not limited to the City's 2009 Surface Water Management Manual (SWMM), the ACC 13.48 Storm Drainage Utility, and ACC 15.74 Land Clearing, Filling, and Grading.

A wetland and unidentified stream are located to the south of the project site. The easternmost portion of the project site drains to the south and into this wetland/stream complex. There are no surface water inputs from the project site to the off-site wetland/stream complex other than sheet flow. At the completion of the project all run-off and stormwater generated on-site will be diverted to a stormwater detention facility located in the southwest corner of the project site. The result of the diversion will create a slight decrease in area within the contributing basin (168.8 acres decreased to 160.39 acres). However, based on the large quantity of water that will continue to move through the basin, and therefore into the wetland/stream complex, the hydrology within the system will be maintained. The 5% reduction of the contributing basin is not expected to negatively impact the wetland/stream complex, nor is it expected to cause significant adverse impacts downstream.

6. Adequacy of Infrastructure and Public Services. The proposal will be adequately served by public infrastructure. Drainage has already been addressed under adverse impacts above. In general, the streets, sidewalks, storm drainage facilities, and sewer mains will be required to meet the City's Design Standards during engineering review and shall be required to meet and implement those standards prior to final plat approval. These facilities will be reviewed as part of the facility extension, grading, and civil plans to be submitted by the Applicant. The following more specifically addresses other infrastructure and services:

A. Water and Sewer. Water and sewer service is available from Lakehaven Utility District. The certificates of water availability provided by the

applicant only warrant water for 94 lots. The conditions of approval require the applicant to acquire certificates for the 154 lots.

B. Transportation. The City's Transportation Division has reviewed the proposal for traffic impacts and found that the final project design adequately addresses all traffic impacts. With one exception, the proposal is found to not create any significant adverse traffic impacts. It is recognized that the residents of the area find traffic to already be too congested. However, what constitutes an acceptable level of congestion is set by the City's adopted level of service ("LOS") standards. With one exception, as detailed in the traffic report prepared by the applicant, Ex. 13 (reviewed and approved by the City's Transportation Division), the proposal will not lower LOS for any affected intersections below the minimum LOS set by the City Council.

The one exception referenced in the previous paragraph is an intersection that will fall below minimum LOS as a result of the proposed subdivision. According to the traffic report prepared by the applicant, the westbound leg of the 51st Ave S/S 316th St intersection operated at LOS D in 2013. In 2016 it will continue to have an LOS D without the proposed preliminary plat, but will drop to LOS E with the proposed preliminary plat. TR-20 of the Auburn Comprehensive Transportation Plan imposes an LOS D for this type of intersection. TR-19 requires that "*new development shall not be allowed when the impacts of the new development on the transportation system degrades the LOS to below the adopted LOS standard...*" . However, TR-20 further elaborates that for two way and all way stop controlled intersections (such as the 51st Ave S/S 316th St intersection) that "*if LOS falls below the standard [D], analysis and mitigation may be required in a manner commensurate with the associated impacts*." Staff requested the applicant to prepare an addendum addressing the impacts to the 51st Ave S/S 316th intersection. The addendum notes that staff and the applicant came to agreement that lowering the LOS to E would be acceptable since the impacts of the proposal were very minor, adding only nine p.m. trips to the intersection. Given the minor nature of the impact, it was apparently concluded that the "commensurate" mitigation was no mitigation.

The somewhat cavalier treatment that has been afforded to the LOS violation at the 51st Ave S/S 316th St intersection is not justified for this project. Compliance with adopted transportation LOS standards is one of the most important requirements of the Growth Management Act, which requires cities and counties to adopt LOS standards for transportation facilities along with ordinances that "*…prohibit development approval if the development causes the level of service on a locally owned transportation facility to decline below the standards adopted in the transportation element of the transportation plan, …*" See RCW 36.70A.070(6)(b)(referred to as GMA concurrency). As noted in the preceding paragraph, TR-20 provides for some flexibility in the

application of the City's LOS standard for the 51st Ave S/S 316th St intersection, but the strict requirements of the GMA call for a strict application of the TR-20 language. Staff and the applicant apparently take the position that a developer can violate LOS any time they pay their proportionate share of traffic impacts and they don't have to do anything if the impact is minor. Such a position would render the GMA concurrency requirement meaningless, since developers are already required to pay for their proportionate share of impacts unless the impact is minor.

At the very least, if a development violates GMA concurrency, the proposal should be mitigated to the maximum extent reasonable to prevent the violation. That hasn't been done here. The concurrency violation can likely be entirely avoided by denying the requested rezone to R7 as outlined in the examiner's rezone recommendation. As discussed in the traffic study addendum, the proposed preliminary plat only contributes nine p.m. trips to the 51st Ave S/S 316th St intersection, yet this contribution is enough to make the difference between LOS D and LOS E. The proposed rezone will add 19 single-family homes to the project site, which presumably will be more than enough to account for nine p.m. trips at the 51st Ave S/S 316th St intersection. It appears likely that denial of the rezone will prevent the project from violating concurrency. Even if it doesn't the rezone should still be denied to minimize the violation. If the City Council approves the rezone, then the density of the proposal should be reduced if doing so can avoid violating concurrency while also still satisfying the minimum 5 dwelling unit per acre density requirement of the R7 zone.

On another transportation issue, Mr. Vinton raises valid concerns over the proximity of the proposed realignment of 46th Ave to his home (described in more detail in FN No. 1 of the Assemblage rezone recommendation, REZ13-0003). However, the applicant's nexus to this improvement is too remote to impose any mitigation. The applicant is only dedicating right of way for an improvement that may or may not be built by the City at some time in the future. A city transportation engineer noted that the City would address the impacts to Mr. Vinton when it designed the realignment. The City's position on this issue is noted for the record.

C. Sidewalks. Sidewalks will be provided on both sides of all proposed roads and on the side of access tracts that provide access to the homes to provide pedestrian access and connectivity.

D. Schools. Adequate provisions for schools are made through the payment of school impact fees at the time of Building Permit issuance for each lot, unless deferred.

E. Parks. Adequate provisions for parks are made through the payment of park impact fees at the time of Building Permit issuance for each lot unless

deferred. The proposed Project of 154 lots does trigger the need for dedication of park land per ACC 17.14.100; however, Daryl Faber, Director of Parks and Recreation has stated a payment of impact fees is acceptable in lieu of park land dedication.

F. Police and Fire Protection. Police and Fire services will serve the proposed development and will be provided by the Valley Regional Fire Authority and the City of Auburn Police Department.

CONCLUSIONS OF LAW

Procedural:

1. Authority of Hearing Examiner. ACC 17.10.050 grants the Hearing Examiner with the authority to review and make a final decision on an application for preliminary plat. ACC 17.18.010(A) grants the Hearing Examiner with the authority to approve modifications to the City's Design Standards with the concurrence of the City Engineer.

Substantive:

2. Zoning Designation. R-5 Residential with a rezone application to R7 pending.

3. Review Criteria and Application. ACC 17.06.070 governs the criteria for preliminary plat approval. ACC 17.18.030 governs the criteria for Design Standard deviations. Relevant criteria are quoted below with corresponding conclusions of law.

Preliminary Plat Standards:

ACC 17.07.070(A): *Adequate provisions are made for the public health, safety and general welfare and for open spaces, drainage ways, streets, alleys, other public ways, water supplies, sanitary wastes, parks, playgrounds and sites for schools and school grounds.*

4. As identified in Finding of Fact No. 5 and 6, the proposal is adequately served by all public services and utilities required in the criterion above. As further determined in Finding of Fact No. 5 there are no adverse impacts associated with the proposal. Given the absence of any adverse impacts in conjunction with adequate public facilities, it is concluded that adequate provision is made for the public health, safety and welfare.

ACC 17.07.070(B): *Conformance of the proposed subdivision to the general purposes of the Comprehensive Plan.*

5. The staff's analysis of consistency with the comprehensive plan at pages 8-10 of the staff report is adopted and incorporated by this reference as if set forth in full, except for any portions addressing traffic impacts.

ACC 17.07.070(C): *Conformance of the proposed subdivision to the general purposes of any other applicable policies or plans that have been adopted by the City Council.*

6. The staff's analysis of consistency with any other applicable plans or policies at pages 10-13 of the staff report is adopted and incorporated by this reference as if set forth in full except for any provisions pertaining to transportation LOS.

ACC 17.07.070(D): *Conformance of the proposed subdivision to the general purposes of the Land Division Ordinance as enumerated in ACC Section 17.02.030.*

ACC 17.02.030: *The purpose of this title is to regulate the division of land lying within the corporate limits of the city, and to promote the public health, safety and general welfare and prevent or abate public nuisances in accordance with standards established by the state and the city, and to:*

A. Prevent the overcrowding of land;
B. Lessen congestion and promote safe and convenient travel by the public on streets and highways;
C. Promote the effective use of land;
D. Provide for adequate light and air;
E. Facilitate adequate provision for water, sewerage, drainage, parks and recreational areas, sites for schools and school grounds, and other public requirements;
F. Provide for proper ingress and egress;
G. Provide for the expeditious review and approval of proposed land divisions which comply with this title, the Auburn zoning ordinance, other city plans, policies and land use controls, and Chapter 58.17 RCW;
H. Adequately provide for the housing and commercial needs of the citizens of the state and city;
I. Require uniform monumenting of land divisions and conveyance by accurate legal description;
J. Implement the goals, objectives and policies of the Auburn comprehensive plan;
K. Prevent or abate public nuisances.

7. The proposal is consistent with the purposes of the Land Division Ordinance as enumerated above. The roads designed for the proposal are safely designed to meet traffic demand and sidewalks on both sides of the subdivision street promote

pedestrian safety. Applicable zoning setbacks provide for adequate light and air. The proposal does not result in overcrowding as it proposes a density within the range allowed by the underlying zone. As previously discussed, the proposal is consistent with and implements the Auburn Comprehensive Plan. As previously determined the proposal is adequately served by all essential public facilities and it is consistent with the comprehensive plan. As conditioned the final plat development will require uniform monumenting of new lots and conveyance by accurate legal description.

ACC 17.07.070(E): *Conformance of the proposed subdivision to the Auburn Zoning Ordinance and any other applicable planning or engineering standards and specifications as adopted by the City.*

8. The proposed proposal meets the bulk and dimensional standards of the R7 district. As determined in FOF No. 3 the lots are designed to meet the following R7 requirements:

- Minimum lot width of 40 feet
- Minimum lot size of 4,300 square feet.
- Minimum average lot area of 6,000 square feet.
- The future single family residences will be required to meet the minimum setbacks and lot coverage for the R7 district during building permit review.

Engineering standards will be met during engineering review prior to final plat approval. City staff have reviewed preliminary plans for traffic, utilities and storm drainage and found them to be compliant with City standards.

ACC 17.07.070(F): *The potential environmental impacts of the proposed subdivision are mitigated such that the preliminary plat will not have an unacceptable adverse effect upon the quality of the environment.*

9. As determined in Finding of Fact No. 5 there are no significant adverse impacts associated with the proposal.

ACC 17.07.070(G): *Adequate provisions are made so the preliminary plat will prevent or abate public nuisances.*

10. As determined in Finding of Fact No. 5, there are no significant adverse impacts associated with the proposal. Consequently, no public nuisance is anticipated.

DEVIATIONS (Conclusions include findings of fact)

ACC 17.18.030(A): *Such modification is necessary because of special circumstances related to the size shape topography location or surroundings of the subject property to provide the owner with development rights and privileges*

permitted to other properties in the vicinity and in the zoning district in which the subject property is located.

ACC 17.18.030(B): *That because of such special circumstances the development of the property in strict conformity with the provision of this title will not allow a reasonable and harmonious use of the property.*

ACC 17.18.030(C): *That the modification if granted will not alter the character of the neighborhood or be detrimental to surrounding properties in which the property is located*

ACC 17.18.030(D): *Such modification will not be materially detrimental to the implementation of the policies and objectives of the comprehensive land use circulation and utility plans of the city*

ACC 17.18.030(E): *Literal interpretation of the provisions of this title would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.*

ACC 17.18.030(F): *The approval of the modification will be consistent with the purpose of this title*

ACC 17.18.030(G): *The modification cannot lessen the requirements of the zoning ordinance.*

11. The requested deviations identified in Finding of Fact No. 3 are concluded to comply with the standards above for the reasons identified in Ex. 14, adopted and incorporated by this reference as if set forth in full.

DECISION

The proposed preliminary plat, as described in this decision and in Ex. 4, as well as the street standard deviations identified in Finding of Fact No, 3, are approved subject to the following conditions:

1. Approval is premised on the City Council approval of REZ13-0003. If the City Council does not approve the rezone, City staff shall determine what review process is necessary to authorize design changes necessary to accommodate the resulting reduction in density if the applicant chooses to proceed with its application.

2. If the City Council approves REZ13-0003, staff shall investigate whether a reduction in density within the densities permitted in the R7 zone could avoid the violation of concurrency for the 51st Ave S/S 316th St intersection. If the concurrency violation can be avoided by reducing density, the density of the project shall be

reduced accordingly and staff shall determine what review process is necessary to approve the resulting changes in plat design.

3. The lot width of Lot 113 (39 feet) is below the minimum standard as required by Auburn City Code (ACC) 18.07.030, and shall be corrected to meet the minimum standard of 40 feet.

4. The ROW vacation request must have approval action by the Auburn City Council and a temporary construction easement granted by the Mayor prior to any permit approvals being issued for ground-disturbing work.

5. The Applicant shall obtain a Forestry Practices Permit from the Department of Natural
Resources prior to the issuance of any permit approvals for ground-disturbing work.

6. The 10% Administrative Deviation (CA014-0001) is approved by the Planning Director per ACC 16.10.160, prior to any permit approvals for ground-disturbing work.

7. Applicant shall provide revised Certificates of Water and Sewer Availability showing availability for 154 lots as opposed to the 94 lots as provided on the Certificates provided.

8. Prior to issuance of clearing or grading permits, a grading plan for grading and clearing necessary for both the construction of infrastructure such as roads and utilities and for lot grading shall be prepared, submitted and approved by the City of Auburn. The plan shall identify the surveyed boundary and classification of all Critical Landslide Hazard areas proposed to be altered. This plan shall show quantities and locations of excavations, and embankments, the design of temporary storm drainage detention system, and methods of preventing drainage, erosion and sedimentation from impacting adjacent properties, natural and public storm drainage systems and other nearby sensitive areas. All the measures shall be implemented prior to beginning phased on- site filling, grading or construction activities. The Applicant's grading plans shall be prepared in conjunction with and reviewed by a licensed geotechnical engineer. The geotechnical engineer shall develop and submit, for the City's review, specific recommendations to mitigate grading activities with particular attention to developing a plan to minimize the extent and time soils are exposed on site and address grading and related activities during wet weather periods and whether seasonal construction limitations may be appropriate (the period of greatest concern is October 1 through March 31). The plans shall show the type and the extent of geologic hazard area or any other critical areas as required in chapters 16, and 18 of the International Building Code (IBC).

9. A complete Stormwater Site Plan meeting all requirements of the 2009 City of Auburn Surface Water Management Manual (SWMM) will be required as part of the Facilities Extension Agreement (FAC), submittal. Additionally, the following

information shall be provided as part of the FAC submittal: Operation and Maintenance, Construction Stormwater Pollution Prevention, and Pollution Source Control.

10. A Final Wetland Mitigation plan shall be submitted and approved by the City as a part of the FAC process. The Final Wetland Mitigation plan shall contain the information required by ACC 16.10.090 through ACC 16.10.130. Mill Creek and any associated wetlands within 150 feet upstream and downstream of the proposed outfall shall be delineated and shown on the Final Wetland Mitigation Plan. The information also needs to include the stream class for Mill Creek, categorize any wetlands within this area, show associated buffers, and provide a functions and values analysis of the area affected by the proposed stormwater outfall.

11. Pursuant to ACC 16.10.130.8, a performance and maintenance security is required upon approval of the Final Mitigation Plan. The amount of the financial security shall equal one hundred twenty-five percent (125%) of the cost of the mitigation project for the length of the monitoring period.

12. Applicant shall contact King County and obtain all appropriate King County approvals for the portion of the proposed outfall conveyance pipe located on King County property.

13. The proposed off-site stormwater outfall system at the discharge location at Mill Creek shall be designed per 3.5 of the SWMM as appropriate for the design flow discharge velocity. Additional consideration for energy dissipation during high flow events and overflow conditions will need to be demonstrated with the outfall design as part of the FAC review.

14. To address known capacity issues within Mill Creek adjacent to SR-167 at the bottom of the hill downstream of the project site, a quantitative downstream analysis will be required to demonstrate that the proposed stormwater discharge from this project will not further impact the existing drainage issues downstream.

15. The downstream discharge from the detention pond is proposed to include an above ground conveyance system along the right-of-way of 46th Avenue South down slopes approximately 35%. Per 3.4.1 of Volume Ill of the SWMM, pipes with slopes greater than 30% will need to be ductile iron or HOPE material and include appropriate anchor spacing and design. HOPE piping proposed above ground will also require design demonstrating thermal expansion concerns of pipe material will be properly addressed. Ductile Iron will most likely not be appropriate for the steep slope due to the weight of the pipe.

16. Further demonstration that the proposed discharge pipe down the critical hazard slope areas can feasibly be constructed with minimal impact and no alteration of existing slopes shall be provided as part of the FAC review. Demonstration of feasibility should include geotechnical evaluation of the existing soil types, soil

properties, groundwater conditions, potential for seepage, and stability of slopes both during construction and after. Safety measures to protect workers, adjacent property, vehicles, and pedestrians should be specified during construction on the critical slope areas. Worker, equipment, and material access should also be evaluated to demonstrate feasibility.

17. The ROW area along Peasley Canyon where the stormwater discharge is proposed and the downstream conveyance through Mill Creek is in King County's jurisdiction and may require County permits. The applicant will need to coordinate with the County and obtain all relevant permits prior to City approval.

18. A quantitative off-site analysis will need to be provided to demonstrate that the downstream conveyance system beyond the Mill Creek discharge point has capacity for the proposed discharge flows. The existing drainage course along Mill Creek includes several culvert crossings. Existing culvert size, condition, flows, and capacity will need to be evaluated.

19. Prior to City approval of the FAG, the plat construction drawings shall show the location of fire hydrants for Fire Agency operations. Final fire hydrant locations shall be approved by the Fire Marshal.

20. Tree planting detail will be provided for trees planted in the ROW per "Traffic-14" in the
City of Auburn Engineering Construction Manual as part of the FAG submittal.

21. ADA compliant ramps shall be provided at all "T" intersections associated with the project.

22. Final street lighting, signage, roadway striping, and mailbox locations shall be provided as part of the FAG submittal.

23. "No parking" signs shall be posted along both sides of the street for the entire length of Road E, and for the portion of Road C located north of Road B. Location of and type of posting shall be provided as part of the FAG submittal.

24. "No Parking" signs shall be posted along one side of the street for the portion of Road C south of Road B, and for the entire length of Road D. Location of and type of posting shall be provided as part of the FAG submittal.

25. "No Parking" signs shall be posted in all cui-de-sacs. Location of and type of posting shall be provided as part of the FAG submittal.

26. The sidewalks in Tract H and Q are required to be extended to the end of the Tract.

27. Additional ROW dedication shall be provided to allow the future curved road

alignment for 46th Place South adjacent to Tract R.

28. The connection of Road E to 46th Place South triggers the need for half-street frontage improvements, which shall be provided for along the portion of 46th Place South that is located adjacent to Tract 0 and Tract I.

29. The portion of property located east of Lot 46 shall be dedicated as ROW.

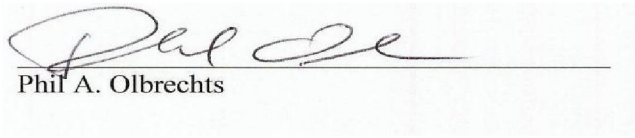
30. The connection of Road E to 51st Avenue South triggers a need for frontage improvements. A deferral request for these improvements can be provided for review and approval as part of the FAC process.

31. Tract S shall be removed from the ROW dedication for the future realignment of 46th Place South.

32. Groundwater protection measures and mitigation will be implemented to the extent required by ACC 16.10.120(E)(2).

33. The subdivision shall include uniform monumenting of land divisions and conveyance by accurate legal description as required by ACC 17.02.030(1).

Dated this 15th day of July, 2014.



Phil A. Olbrechts

City of Auburn Hearing Examiner

Appeal Right and Valuation Notices

This decision is final subject to appeal to superior court as governed by Chapter 36.70C RCW.

Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.

CITY OF AUBURN WASHINGTON

CERTIFICATE OF IMPROVEMENTS

FINAL PLAT APPLICATION
FAC15-0012

COMPLETION OF IMPROVEMENTS

The required improvements for the Final Plat of _____ have been completed in accordance with the Land Division Ordinance and the City of Auburn's standards and specifications.

_____ _____
City Engineer Date

****

SECURITY IN LIEU OF COMPLETION

In lieu of the required public improvements for the Final Plat of AUBURN ASSEMBLAGE PHASE 2 (aka **CANYON CREEK @ PEASLEY DIVISION 2**), an approved security PLAT SECURITY BOND for **$127,903.50** which is 150% of the estimated costs of improvements, has been submitted and approved by the City Engineer.

Jacob Fewing FOR 9/16/16
City Engineer Date

1. The developer has provided references and demonstrated a minimum of 3 years successful, non-defaulted plat development experience in the Puget Sound region.

2. The bond/security is based on the following costs: **Street** $**85,269.00**

cc: Thaniel Gouk- Senior Planner
Polygon WLH, LLC
File: FAC15-0012

ORDINANCE NO. 6623

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE FINAL PLAT OF CANYON CREEK AT PEASLEY – DIVISION 2

WHEREAS, the City of Auburn received a final plat application for the Plat of Canyon Creek at Peasley – Division 2, Application No. PLT16-0004, the final approval of which is appropriate for City Council Action; and

WHEREAS, based on the review given this Plat by the City, the City Council hereby makes and enters the following:

FINDINGS OF FACT

1 Peasley Canyon Homes, LLC has made application for the Final Plat of "Canyon Creek at Peasley – Division 2"

2. The Preliminary Plat of "Canyon Creek at Peasley" (PLT13-0006) [originally known as "Auburn Assemblage"] was approved by the City's Hearing Examiner on July 15, 2014, as a single phase.

3. The Plat of "Canyon Creek at Peasley" will be developed in two phases with "Canyon Creek at Peasley – Division 2" being the second and final phase.

4 The Plat of "Canyon Creek at Peasley – Division 1" has been developed in accordance with all applicable conditions of the Preliminary Plat.

5. A Certificate of Improvements has been issued by the City Engineer

CONCLUSIONS OF LAW

1 The Final Plat is in compliance and in conformity with applicable Zoning and Land Division Ordinances and other applicable land use controls.

2. The Final Plat of "Canyon Creek at Peasley – Division 2" is consistent with the Comprehensive Plan.

3. The Plat meets the requirements of Chapter 58.17 RCW

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Approval. Canyon Creek at Peasley – Division 2, a subdivision involving property located within the City of Auburn, Washington, which plat is legally described on Sheet 1 of 9 of the Final Plat and set forth below:

> TRACTS N AND O, CANYON CREEK AT PEASLEY-DIVISION 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 273 OF PLATS, PAGES 2-12, INCLUSIVE, IN KING COUNTY, WASHINGTON.
>
> [King County Tax Parcel Nos. 133205-0910, 133205-0920]

is hereby approved, and deemed to conform to the requirements for Plat approval pursuant to State and local law and Chapter 58.17 of the Revised Code of Washington and Section 58.17 140 thereof

Section 2. Constitutionality or Invalidity. If any section, subsection clause or phase of this Ordinance is for any reason held to be invalid or unconstitutional such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance, as it is being hereby expressly declared that this Ordinance and each section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, adopted and approved and ratified irrespective of the fact that any one or more section, subsection, sentence, clause or phrase be declared invalid or unconstitutional.

Section 3. Recordation. Upon the passage, approval and publication of this Ordinance as provided by law, the City Clerk of the City of Auburn shall cause this Ordinance to be recorded in the office of the King County Auditor's Division.

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN

_____

NANCY BACKUS,
MAYOR

ATTEST

_____

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:

_____

Daniel B. Heid,
City Attorney

Published: _____

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5250

Date:
October 6, 2016

Department:
CD & PW

Attachments:
Resolution No. 5250
Draft Ordinance No. 6619

Budget Impact:
$0

Administrative Recommendation:

City Council adopt Resolution No. 5250.

Background Summary:

Resolution No. 5250 sets the date of the public hearing for Franchise Agreement No. 16-54 for Northwest Pipeline LLC (NWP) for November 7, 2016 at 7:00 pm.

During review of facilities located in City right-of-way the City determined that NWP is required to obtain a Franchise Agreement per Auburn City Code Chapter 20.06.010. NWP has applied for a Franchise Agreement to continue to operate within the City's rights of way natural gas transmission and distribution Pipeline for sale and service to customers within the City of Auburn. Per Auburn City Code Chapter 20.06.030 a public hearing shall be held prior to granting or denying a franchise agreement.

Draft Ordinance No. 6619 is attached as back up documentation for Resolution No. 5250.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: October 17, 2016

Item Number: RES.A

RESOLUTION NO. 5250

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, SETTING A PUBLIC HEARING TO CONSIDER A FRANCHISE AGREEMENT WITH NORTHWEST PIPELINE LLC

WHEREAS, Northwest Pipeline LLC ("Grantee") has applied to the City for a non-exclusive Franchise Agreement for the right of entry, use, and occupation of certain public rights-of-way within the City of Auburn; expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, upon, along and/or across those right(s)-of-way; and

WHEREAS, The City has reviewed the Grantee's application materials, and the City Engineer is satisfied that the application is sufficiently complete, so as to warrant holding a public hearing before the City Council to consider the franchise application, pursuant to ACC 20.06.030 of the Auburn City Code (ACC).

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

Section 1 That a hearing on the application by the Grantee for a Franchise Agreement with the City of Auburn is hereby set for 7:00 p.m. on the 7th day of November, 2016, with all persons wishing to speak to the application at the public hearing being invited to attend.

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

posting notice of such public hearing as required by State law and City Ordinance.

Section 3. This Resolution shall be in full force in effect upon passage and signatures hereon.

DATED and SIGNED this _____ day of _____, 2016.

CITY OF AUBURN

_____
Nancy Backus
Mayor

Attest:

_____
Danielle E. Daskam, City Clerk

Approved as to Form:

_____
Daniel B. Heid, City Attorney

ORDINANCE NO. 6 6 1 9

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO NORTHWEST PIPLINE LLC, A DELAWARE LLC, A FRANCHISE FOR GAS

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

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

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

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

Section 1. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated herein, the City grants to the Grantee general permission to enter, use, and occupy the right(s)-of-way and/or other public property specified in Exhibit "A", attached hereto and incorporated by reference (the "Franchise Area").

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair the types of facilities specified in Exhibit "B", attached hereto and incorporated by reference, and all necessary appurtenances thereto, ("Grantee Facilities") for provision of those services set forth in Exhibit "C" ("Grantee Services") in, along, under and across the Franchise Area.

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C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Grantee Facilities and Grantee Services, on public or private property elsewhere within the City. This Franchise is intended to convey only a limited right and interest and is not a warranty of title or interest in the City's right-of ways. The Agreement does not convey any right to Grantee to install Grantee Facilities on or to otherwise impact, city-owned or leased properties, easements, or rights-of way outside the ones identified in Exhibit A.

D. This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the City or its predecessors to use any property, Right-of-Way, easement, right, interest or license for any purpose whatsoever, including the right of the City to use same for any purpose it deems fit, including the same or similar uses allowed the Grantee hereunder. The City may at any time grant authorization to use the Right-of-Way for any purpose not incompatible with the Grantee's authority under this Agreement and for such additional franchises as the City deems appropriate.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to the Franchise Area or any other City roads, rights-of-way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee acknowledges its use of the Franchise Area shall have no value.

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

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

H. This Franchise is subject to the provisions of Auburn City Code ("ACC"), including specifically ACC Chapter 20.10, "CONDITIONS OF PUBLIC

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WAY AGREEMENTS, FRANCHISES, AND FACILITIES LEASES", and all federal and state laws, codes and regulations as currently exist or as amended. However, if the provisions of city code, as amended or superseded, conflict with any terms and conditions of this agreement, the provisions of this agreement shall govern. A conflict does not exist where this agreement is silent about a condition or matter addressed by city code.

Section 2. Notice

A. Whenever this Franchise calls for notice to or notification by any party, the same (unless otherwise specifically provided) shall be in writing and directed by certified mail to the recipient at the address set forth in this Section. If the date for making any payment, notice, or performing any act is a legal holiday, payment or notice may be made or the act performed on the next succeeding business day which is not a legal holiday.

City: Engineering Aide,
Community Development and Public Works Department
City of Auburn
25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010; Fax: (253) 931-3048

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

Grantee: Land Department
Northwest Pipeline LLC
P.O. Box 58900
Salt Lake City, UT 84158
Telephone: (800) 453-3810

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B. Any changes to the above-stated Grantee information shall be sent to the City's Engineering Aide, Community Development and Public Works Department, with copies to the City Clerk, referencing the title of this agreement.

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

Section 3. Term of Agreement

A. This Franchise shall run for a period of 10 (ten) years, from the date of execution specified in Section 5.

B. Renewal Option of Term: The Grantee may renew this Franchise for an additional ten (10) year period upon submission and approval of the application specified under ACC 20.06.130, as it now exists or is amended, within the timeframe set forth therein (currently between 180 and 240 days prior to expiration of the then-current term). Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall submit those materials that differ from the previous materials or as deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the ACC.

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

Section 4. Definitions

For the purpose of this agreement:

"ACC" means the Auburn City Code.

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

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

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

"Rights-of-Way" means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-ways and similar public properties and areas.

"Grantee Facilities" means, collectively, any and all natural gas systems owned or operated by Grantee, including but not limited to gas pipes, pipelines, mains, laterals, conduits, feeders, regulators, valves, meters meter-reading devise, fixtures, communication systems, and any and all other equipment appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purpose of transmission of natural gas, whether the same be located over or under ground.

"Hazardous Substance" shall specifically include, but shall not be limited to, petroleum and petroleum products and their by-products, residue, and remainder in whatever form or state.

"Operate" or "Operations" shall mean the operation, use, and maintenance of Grantee Facilities, pursuant to the terms of this Agreement.

"Party" or "Parties" means collectively the City and Grantee, and individually either the City or Grantee.

"Public Works Project" means, any City capital improvement or the construction, relocation, expansion, repair, maintenance, or removal of any part of the Public Way or City-owned facilities located on or in the Public Way for: parks; streets; sidewalks; curbs; pedestrian and/or vehicle traffic; sewers, storm water drains; water facilities, and; City owned fiber optic cable, conduit or network facilities.

"Third Party" means any person, party, or entity other than the City and Grantee.

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"FERC" means the Federal Energy Regulatory Commission, or such other successor regulatory agency having jurisdiction over interstate pipeline companies.

Section 5. Acceptance of Franchise

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, attached hereto as Exhibit "D," and incorporated by reference, (2) all verifications of insurance coverage specified under Section 17, (3) the financial guarantees specified in Section 18 and (4) payment of any outstanding application fees per the City fee schedule. These four items shall collectively be the "Franchise Acceptance". The date that such Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.

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

Section 6. Construction and Maintenance

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

Grantee's work within the Public Way which directly affects Grantee's construction, operation, and maintenance of Grantee Facilities shall be performed in accordance with Federal law and regulation.

B. Grantee agrees to coordinate its activities with the City and all other utilities located within the public right-of-way within which Grantee is under taking its activity. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and other utilities within the Public Way informed of its intent to undertake such construction work.

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C. In addition to complying with ACC 20.10.80, as hereafter amended or superseded, Grantee Facilities shall be located and maintained within the Right- of-way so as not to interfere with the reasonable ingress or egress to the properties abutting the right-of-ways as they exist at the time of installation of the Grantee Facilities. The City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the public right-of-way and may from time to time, pursuant to the applicable sections of this Franchise, require at the expense of the Grantee, the removal, relocation and/or replacement thereof, subject to any approval or modification of the City's requested removal, relocation or replacement by the FERC pursuant to 18C.F.R.157.

D. Grantee shall continuously be a member of the State of Washington One Number Locator service under RCW 19.122, or an approved equivalent as determined by the City, and shall comply with all such applicable rules and regulations. Before commencing any work within the public right-of-way, the Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

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

H. Markers demarcating the pipeline's location shall be placed on the surface at least every 100 yards so as to provide clear warning of the presence of the pipeline but in a manner that does not interfere with trails or other public uses in that area. Additionally, Grantee shall place continuous underground markers demarcating the pipeline's location each time Grantee digs to the pipeline for any reason.

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided

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that the Grantee shall notify the City telephonically during normal business hours (at 253.931.3010 and during non-business hours at 253-876-1985 as promptly as possible before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Grantee's emergency contact phone number for the corresponding response activity. For any emergency or after normal business hour issues involving the Grantee's facilities which requires the Grantee's immediate response the City shall contact the Grantee at 801-584-6949, which is operated 24 hours a day, seven days a week. If, in the opinion of the City Director of Community Development & Public Works, the City Engineer, or the Mayor, an emergency presents a serious and immediate danger to the public health, safety and welfare, they, separately or together, may take reasonable immediate action to mitigate the damage. All costs associated with such actions will be the sole responsibility of the Grantee, and the Grantee shall reimburse the City for such costs within thirty (30) days after receipt of an itemized bill. Grantee will not be held liable for damages as a result of the City's repair and emergency work that arise out of the negligent acts or willful misconduct of the City, its successors, assigns, permittee, agents or contractors.

Section 8. Damages to City and Third-Party Property

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

B. The City may at any time perform or have performed any and all work that it considers necessary to restore to a safe condition any area within the Public Way disturbed by Grantee in the performance of this Agreement. Grantee shall pay all reasonable costs of such work upon demand of the City.

C. All survey monuments which are disturbed or displaced by Grantee in its performance of any work under this Agreement shall be referenced and restored by Grantee, as per WAC 332-120, as from time to time amended, and all pertinent federal, state, and local standards and specifications.

Section 9. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in

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

B. When constructing new facilities, or replacing or reconstructing facilities, Grantee shall maintain a minimum underground horizontal separation of ten (10) feet from City water and five (5) feet from City sanitary sewer and storm sewer facilities; provided, that for development of new areas, the City, in consultation with Grantee and other utility purveyors or authorized users of the Public Way, will develop and follow the City's determination of guidelines and procedures for determining specific utility locations, subject additionally to this agreement .

Section 10. Grantee Information

A. To the extent City agrees to take the protective steps described in Section 10(C) Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City Engineer to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, and maps and plans showing the general location of existing or planned facilities within the City. Said information may be requested either in hard copy or electronic format, reasonably compatible with the City's data base system, as now or hereinafter existing, including the City's geographic information Service (GIS) data base. If said electronic format is not compatible then Grantee will supply hard copies to scale and size requested by the City. Grantee shall keep the City Engineer informed of its long-range plans for coordination with the City's long-range plans.

B. Upon the City's reasonable request, in connection with the design of any Public Works Project, Grantee shall verify the location of its underground Facilities within the Public Way by excavating (e.g., potholing) at no expense to the City. In the event Grantee performs such excavation, the City shall not

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require any restoration of the disturbed area in excess of restoration to the same condition as existed immediately prior to the excavation.

C. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Grantee shall clearly mark any information that it provides to the City as "Proprietary" information if Grantee believes that disclosure of that information would be exempt under the trade secrets exemption in RCW 42.56.270. The City agrees that if it receives a request for Grantee's proprietary information, it will initially assert the exemption under 42.56.270, and will notify Grantee of the request. The City shall not initiate legal action to prevent disclosure of Grantee's proprietary information. If a requestor files a lawsuit to compel disclosure, Grantee agrees to defend the action at Grantee's sole expense. Grantee shall indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorney fees) imposed on the City because of non-disclosures requested by Grantee under Washington's open public records act, provided the City has notified Grantee of the pending request or Grantee is made aware of the request or claim.

Section 11. Relocation of Grantee Facilities

A. Except as otherwise required by law, Grantee agrees to relocate, remove, or reroute its facilities within one hundred eighty (180) days, and the terms of its FERC Certificate, of being ordered by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Such alternate location for relocation of Grantee's facilities shall be determined and approved jointly by the City and Grantee at no cost to the City. Pursuant to the provisions of Section 16, Grantee 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 Grantee Facilities is necessitated by a request from a party other than the City, that party shall pay the Grantee the actual costs thereof. Any contractor doing work pursuant to contract with the City shall not be considered a Third Party for purposes of this section.

C. Any condition or requirement imposed by the City upon any Third Party (including, but not limited to, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits obtained

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pursuant to any zoning, land use, construction or other development regulation) which requires the relocation of Grantee's Facilities within the Rights-of-Way shall be a condition or requirement causing relocation of Grantee's Facilities to occur subject to the provisions of Subsection B above; provided, however in the event the City reasonably determines and notifies Grantee that the primary purpose of imposing such condition or requirement upon such Third party is to cause or facilitate the construction of a Public Works Project to be undertaken within a segment of the Right-of-Ways on the City's behalf and consistent with the City's Capital Facility Plan or Transportation Improvement Program, then Grantee shall relocate its Facilities within such segment of the Rights-of-Way in accordance with this Agreement.

D. As to any relocation of Grantee's Facilities whereby the cost and expense thereof is to be borne by Grantee in accordance with this Section 11, Grantee may, after receipt of written notice requesting such relocation, submit in writing to the City alternatives to relocation of its Facilities. Upon the City's receipt from Grantee of such written alternatives, the City shall evaluate such alternatives and shall advise Grantee in writing if one or more of such alternatives are suitable to accommodate the work which would otherwise necessitate relocation of Grantee's Facilities. In evaluating such alternatives, the City shall give each alternative proposed by Grantee full and fair consideration with due regard to all facts and circumstances which bear upon the practicality of relocation and alternatives to relocation. In the event the City determines that such alternatives are not appropriate, Grantee shall relocate its Facilities as otherwise provided in this Agreement.

E. Nothing in this Section 11 shall require Grantee to bear any cost or expense in connection with the relocation of any Facilities under benefit of easement independent of this Agreement or other rights not arising under this Agreement, nor shall anything in this Section 11 require the City to bear any such cost or expense. Nothing in this Section 11 shall be construed to be a waiver of any right of either Grantee or the City to contest any claim or assertion by the other of responsibility to pay such cost or expense.

F. Subject to ACC 20.10.160, in the event of an emergency posing a threat to public safety or welfare requires the relocation of Grantee's Facilities within the Rights-of-Way, the City shall give Grantee notice of the emergency as soon as reasonably practicable. Upon receipt of such notice from the City (and subject to the issuance of any necessary order(s) of the Federal Energy Regulatory Commission), Grantee shall endeavor to respond as soon as reasonably practicable to relocate the affected Facilities.

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Section 12. Abandonment and or Removal of Grantee Facilities

A. Subject to ACC 20.10.130, within one hundred and eighty days (180) of Grantee's permanent cessation of use of the Grantee Facilities, or any portion thereof, the Grantee shall (subject to any necessary approval(s) and/or order(s) to be provided by FERC concerning abandonment), at the City's discretion, either abandon in place or remove the affected facilities. Grantee will remove the facilities if the City deems removal reasonably necessary. Abandonment or removal shall be at the sole cost and expense of Grantee. Any Facilities left in place shall be made inert by purging all natural gas from such Facilities (including displacement of natural gas with an appropriate inert gas) and disconnecting and sealing such Facilities, all in compliance with applicable regulations and industry standards. The City's consent shall not relieve Grantee of the obligation and/or costs to subsequently remove or alter such Facilities in the event the City reasonably determines that such removal or alteration is necessary or advisable for the health and safety of the public, in which case Grantee shall perform such work at no cost to the City. The obligations contained in this Section shall survive the expiration, revocation, or termination of this Agreement.

Section 13. Encroachment Management

Grantee shall manage and inspect encroachments as defined by federal and applicable state and local laws, rules, regulations and industry standards, as now enacted or hereinafter amended, and any other future laws or regulations that are applicable to Grantee, the Facilities, and business operations. Upon notification to Grantee of planned construction by another within ten (10) feet of Grantee's pipeline, Grantee shall flag the precise location of its Facilities before the construction commences, provide a representative to inspect the construction when it commences, and periodically inspect thereafter to ensure that Grantee's pipeline is not damaged by the construction.

Section 14. Emergency Management, Leaks, Ruptures, and Emergency Response.

A. Upon the request of the City, Grantee shall meet with the Valley Regional Fire Authority, the Auburn Police Department, and the City's Emergency Management Office to coordinate emergency management operations at the request of the City, Grantee personnel shall actively participate

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with the Valley Regional Fire Authority and the City in emergency preparedness drills or planning sessions.

B. Grantee shall have in place, at all times during the term of this Agreement, a system for remotely monitoring pressures and flows across the Public Way.

C. During the term of this Agreement, Grantee shall have a written emergency response plan and procedure for locating leaks and ruptures and for shutting down valves as rapidly as possible.

D. Upon acceptance of this Agreement, Grantee shall provide, for the City's review, a copy of its emergency response plans and procedures, including, but not limited to, emergency rupture response. If the parties disagree as to the adequacy of Grantee's emergency response plan, the parties will submit the plan to independent, third party review. If the review recommends that Grantee make modifications or additions to Grantee's emergency response plan, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the recommendations, Grantee shall provide a written report to the City explaining its reasoning for not following said recommendations. The parties agree to comply with the dispute resolution provisions contained herein to resolve any dispute over whether to follow the recommendations. Upon completion of the review of Grantee's emergency plans and procedures set forth in this section, Grantee shall provide a copy of the plans and procedures to the City and to the Valley Regional Fire Authority.

E. Grantee's emergency plans and procedures shall designate Grantee's responsible local emergency response officials and a direct twenty four (24) hour emergency contact number for the control center operator. Grantee shall, after being notified of an emergency, cooperate with the City and make every effort to respond as soon as possible to protect the public's health, safety and welfare.

F. Grantee shall be solely responsible for all its necessary costs incurred in responding to any leak, rupture or other release of natural gas from Grantee's Facilities, including, but not limited to, detection and removal of any contaminants from air, earth or water, and all remediation costs.

G. If requested by the City in writing, Grantee shall provide a written summary concerning any leak or rupture within thirty (30) days concluding Grantee's prompt investigation, including, but not limited to, the leak or rupture's

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date, time, amount, location, response, remediation and other agencies Grantee has notified.

H. The City may request that any substantial leak or rupture be investigated by the WUTC or PHSMA. Grantee shall be solely responsible for paying all of the costs and expenses incurred in investigating the occurrence and reporting the findings. Grantee shall meet and confer with the WUTC or PHSMA following their investigation to address whether any modifications or additions to Grantee's pipeline(s) and/or Facilities may be warranted

I. If the WUTC or PHMAS recommends that Grantee make modifications or additions to Grantee's pipeline(s) and/or Facilities, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the WUTC or PHMAS's recommendations, Grantee shall provide a written report to the City explaining its reasoning for not following said recommendations. The parties agree to comply with the dispute resolution provisions contained herein to resolve any dispute over whether to follow the consultant's recommendations.

Section 15. Maintenance, Inspection, and Testing.

Grantee shall remain solely and separately liable for the operation, testing, maintenance, replacement and/or repair of the pipeline or other activities permitted under this Agreement. Grantee shall operate, maintain, inspect, and test the Facilities in full compliance with all applicable federal, state, and local laws, rules, regulations, and industry standards, as now enacted or hereinafter amended, and any other future laws or regulations that are applicable to Grantee, the Facilities, and business operations.

Section 16. Indemnification and Hold Harmless

A. The Grantee shall defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with the Grantee's performance under this Franchise, except to the extent such costs, claims, injuries, damages, losses, suits, or liabilities are caused by the sole negligence or wrongful misconduct of the City.

B. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee Facilities caused

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by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, right-of-way, or other property, except to the extent any such damage or loss is directly caused by the sole negligence or wrongful misconduct of the City, or its agent performing such work.

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

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

E. In addition to the promise of indemnification required by ACC 20.10.230, Grantee shall indemnify, defend and hold the City, its appointed and elective officials, agents, officers, employees, and volunteers harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorney's fees, made against the City on account of violation of any environmental laws applicable to the Grantee Facilities, or from any release of natural gas or Hazardous Substances on or from the Grantee Facilities. This indemnity includes, but is not limited to: (a) liability for a governmental agency's costs of removal or remedial action for hazardous substances; (b) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to hazardous substances; and (d) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws.

F. The Grantee, further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of the Grantee's facilities as the result of any interruption of service due to damage or destruction of the Grantee's facilities caused by or arising out of activities conducted by the City, its officers, agents, employees, or contractors, except to

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the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious actions on the part of the City, its officers, agents, employees, or contractors.

G. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the City, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 17. Insurance

A. The Grantee shall maintain or cause to be maintained for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, its agents, representatives, or employees in the amounts and types set forth below. The required Commercial General Liability limit can be met under a combination of primary and excess liability policies:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for bodily injury and property damage of $2,000,000.00 (two million dollars) per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance with limits no less than $100,000,000.00 (one hundred million dollars) each occurrence, $100,000,000.00 (one hundred million dollars) general aggregate and a $100,000,000.00 (one hundred million dollars) products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01, or an equivalent occurrence based form, or on a claims made form with tail coverage of three years and a retroactive date to cover the services provided pursuant to this agreement and shall cover liability arising from premises,

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operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured Endorsement CG 20 10 and Additional Insured-Completed Operations endorsement CG 20 37 or substitute endorsements providing similar coverage.

3. The Grantee's general liability coverage, proof of which is provided by Grantee to the satisfaction of the City, shall evidence sudden and accidental pollution limit of $10,000,000.00.

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

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

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

2. The Grantee's insurance (with the exception of Workers' Compensation) shall be endorsed to provide the City thirty (30) days' prior written notice of cancellation.

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

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

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

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

Section 18. Performance Security

The Grantee shall provide the City with a financial guarantee in the amount of Fifty Thousand Dollars ($50,000.00) running for, or which shall annually automatically renew over, the term of this Franchise, in a form and substance acceptable to the City. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 22 (Enforcement & Remedies) shall constitute damage to the City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit the Grantee's liability to the guarantee amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 19. Relationship of the Parties

A. Nothing in this Agreement shall be construed to create or confer any right or remedy upon any person(s) other than the City and Grantee. No action may be commenced or prosecuted against any Party by any Third Party claiming as a Third Party beneficiary of this Agreement. This Agreement shall not release or discharge any obligation or liability of any Third Party to either Party.

B. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, agency relationship, or joint venture or to impose a trust, partnership, or agency duty, obligation or liability on or with regard to any party. Each party shall be individually and severally liable for its own duties, obligations, and liabilities under this Agreement.

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C. Grantee accepts any privileges granted by the City in an "as is" condition. Grantee agrees that the City has never made any representations, implied or express warranties or guarantees as to the suitability, security or safety of Grantee's location of facilities or the facilities themselves in public property or rights of way or possible hazards or dangers arising from other uses of the public rights of way or other public property by the City or the general public. Grantee shall remain solely and separately liable for the function, testing, maintenance, replacement and repair of the pipeline or other activities permitted under this Agreement.

D. Except as specifically provided herein, this Agreement shall not create any duty of the City or any of its officials, employees or agents and no liability shall arise from any action or failure to act by the City or any of its officials, employees or agents in the exercise of powers reserved to the City. Further, this Agreement is not intended to acknowledge, create, imply or expand any duty or liability of the City with respect to any function in the exercise of its police power or for any other purpose. Any duty that may be deemed to be created in the City shall be deemed a duty to the general public and not to any specific party, group or entity.

Section 20. Successors and Assignees

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

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

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

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

Section 21. Dispute Resolution

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

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

Section 22. Enforcement and Remedies

A. If the Grantee shall willfully violate, or fail to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Grantee does not comply with the specified conditions, the City may, at its discretion, either (1)

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revoke the Franchise with no further notification, or (2) claim damages as provided in ACC 20.10.340 per day against the financial guarantee set forth in Section 18 for every day after the expiration of the cure period that the breach is not cured.

B. Should the City determine that Grantee is acting beyond the scope of permission granted herein for Grantee Facilities and Grantee Services, the City reserves the right to cancel this Franchise upon thirty days (30) written notice to Grantee and require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease such actions.

Section 23. Compliance with Laws and Regulations

A. In carrying out any authorized activities under the privileges granted herein, Grantee shall meet accepted industry standards and comply with all applicable laws, rules, and regulations, of any governmental entity with jurisdiction over the pipeline and its operation (specifically including, but not limited to, all requirements, rules, regulations, and orders of FERC and the applicable provisions of the City's comprehensive plan). This shall include all applicable laws, rules and regulations existing at the Effective Date of this Franchise or that may be subsequently enacted by any governmental entity with jurisdiction over Grantee or the pipeline(s) and the Facilities. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the

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City may enact the proposed amendment, by incorporating the Grantee'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 Grantee, if the Grantee fails to comply with such amendment or modification.

Section 24. License, Tax and Other Charges

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

Section 25. Consequential Damages Limitation

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

Section 26. Force Majeure

In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a party, its contractors or a Third party; or any failure or delay in the performance by the other party, or a Third Party who is not an employee, agent or contractor of the Party claiming a Force Majeure Event, in connection with this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event. The occurrence of a Force Majeure Event shall not alter or impair any of the provisions concerning liability and/or insurance as provided in this Agreement.

DRAFT

Section 27. Severability & Survival

In the event that a court or agency of competent jurisdiction declares a material provision of this Franchise to be invalid, illegal or unenforceable, the parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to such amendments or modifications as are appropriate actions so as to give effect to the intentions of the parties as reflected herein. If severance from this Franchise of the particular provision(s) determined to be invalid, illegal or unenforceable will fundamentally impair the value of this Franchise, either party may apply to a court of competent jurisdiction to reform or reconstitute the Franchise so as to recapture the original intent of said particular provision(s). All other provisions of the Franchise shall remain in effect at all times during which negotiations or a judicial action remains pending.

All provisions, conditions and requirements of this Agreement that may be reasonably construed to survive the termination or expiration of this Agreement shall survive the termination or expiration of the Agreement. Subject to Section 15 above, the Parties' respective rights and interests under this Agreement shall inure to the benefit of their respective successors and assigns.

Section 28. Titles

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

Section 29. Implementation.

The parties each represent and warrant that they have full authority to enter into and to perform this Agreement, that they are not in default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof, and that no further approval, permit, license, certification, or action by a governmental authority is required to execute and perform this Agreement, except such as may be routinely required and obtained in the ordinary course of business.

Whenever this Agreement sets forth a time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of this Agreement.

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Section 30. 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 GRANTEE's operation of its pipeline(s) and/or Facilities are hereby superseded.

Section 31. Effective date.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

_____
Daniel B. Heid, City Attorney

Published: _____

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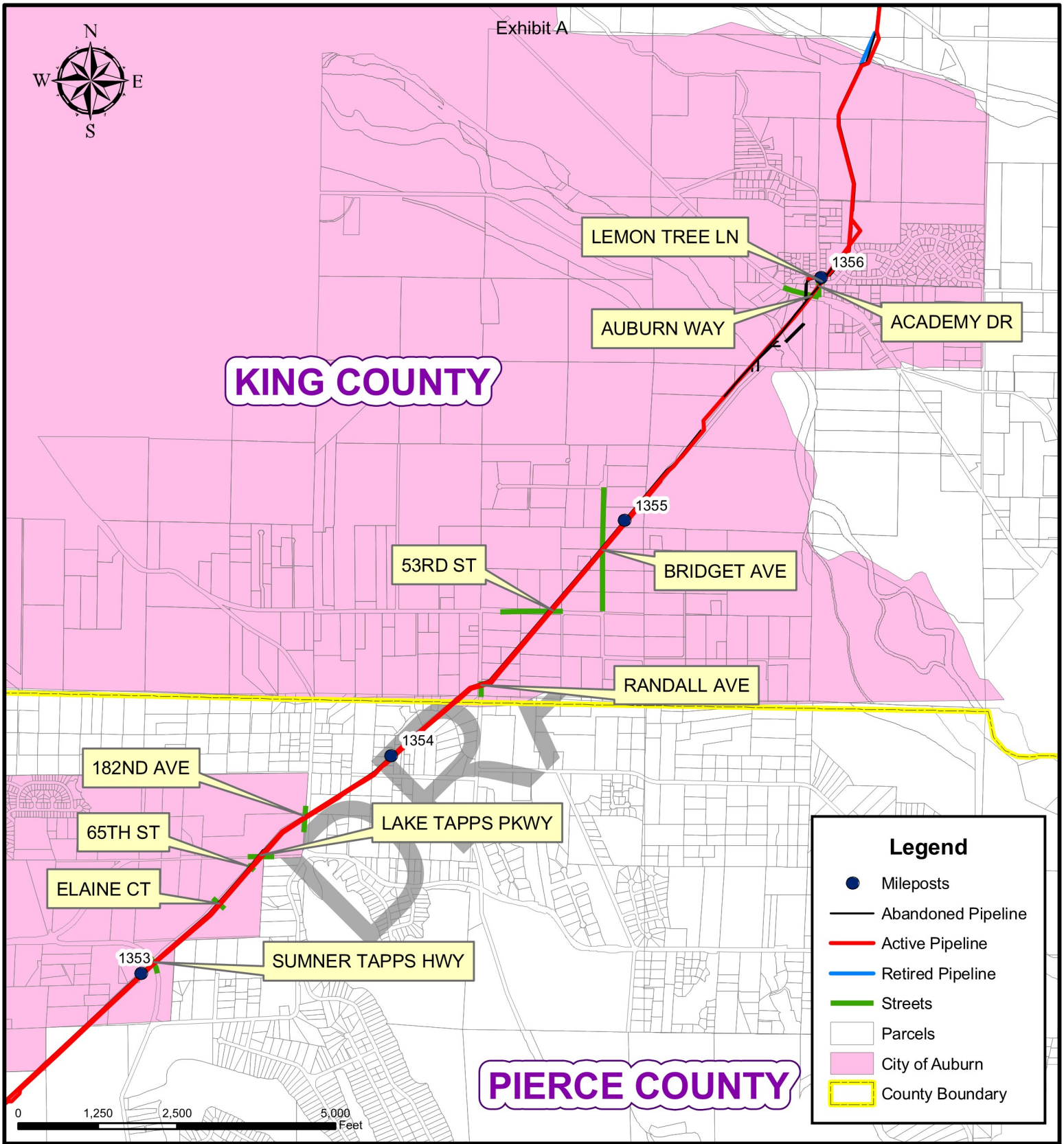

DRAWING NO.	REFERENCE TITLE

NORTHWEST PIPELINE GP
LOCATION MAP
STREET DATA
CITY OF AUBURN
KING & PIERCE COUNTIES, WASHINGTON

Williams GAS PIPELINE

NO.	DATE	BY	REVISION NUMBER	W.O. NO.	CHK.	APP.

DWG. BY: CCS	DATE: 10/8/08	ISSUED FOR BID:	SCALE: 1:25,000		
CHK BY:	DATE:	ISSUED FOR CONTS:			
APPR. BY:	DATE:	DRAWING NUMBER: Auburn	SHEET 1 OF 1		
		K:\Mapping Projects\Auburn_Cityof\Mapping\ArcGIS\auburn.mxd			

Exhibit “B”

Description or plans of facilities that are in the ground:
26inch, 30inch and 36inch diameter high pressure natural gas transmission pipelines, together with cathodic protection equipment and appurtenances.

DRAFT

Exhibit “C”

Description of services offered from facilities in Exhibit B to customers within the Auburn City Limits: High pressure natural gas transmission pipeline services for local natural gas distribution companies, powerplants or other industrial users.

DRAFT

EXHIBIT “D”

STATEMENT OF ACCEPTANCE

_____, 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.

[Grantee]

By: _____ Date: _____
Name:
Title:

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 20xx, 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.

DRAFT

_____
Signature

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

MY COMMISSION EXPIRES: _____

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5251

Date:
September 21, 2016

Department:
City Attorney

Attachments:
Resolution No. 5251

Budget Impact:
$0

Administrative Recommendation:

City Council adopt Resolution No. 5251.

Background Summary:

During review of existing franchise agreements, the City determined that the Lakehaven Utility District franchise agreement was adopted by resolution (Resolution No. 3650) instead of ordinance. Because resolutions are adopted with a less formalized procedure, there is no evidence that the Lakehaven Utility District franchise agreement was adopted in conformity with statutory procedural requirements that typically accompany an ordinance.

Ratification of Resolution No. 3650 by Ordinance will ensure compliance with the statutory procedural requirements for franchise agreements, including publication of notice and a public hearing. The terms of the agreement will remain unchanged.

Resolution No. 5251 sets the date for a public hearing on the franchise agreement.

Reviewed by Council Committees:

Councilmember:

Staff: Heid

Meeting Date: October 17, 2016

Item Number: RES.B

RESOLUTION NO. 5 2 5 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, SETTING A PUBLIC HEARING TO CONSIDER A FRANCHISE AGREEMENT WITH LAKEHAVEN UTILITY DISTRICT

WHEREAS, the Lakehaven Utility District currently owns, operates, and maintains a water system within the City of Auburn's public rights-of-way within the City of Auburn corporate boundary; and

WHEREAS, in 2004, the City and Lakehaven Utility District negotiated a franchise agreement that was approved by the City Council through Resolution Number 3650; and

WHEREAS, Revised Code of Washington 35A.47 040 includes certain procedural requirements not typically followed when adopting a resolution; and

WHEREAS, the City wishes to ensure that the benefits and obligations inured to Lakehaven Utility District through Resolution Number 3650 are not invalidated by any procedural deficiency; and

WHEREAS, ratification of Resolution Number 3650 by this Ordinance will resolve any omission in the procedural requirements of RCW 35A.47.040 and conform to the City's standard practice of franchise adoption by ordinance, and

WHEREAS, Auburn City Code 20.06.030 requires a public hearing before the City Council to consider approval of franchise agreements.

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

Section 1 That a hearing on the ratification of the Lakehaven Utility District franchise agreement is hereby set for 7:00 p.m. on November 7, 2016, with all persons wishing to speak to the application at the public hearing being invited to attend.

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation, including posting notice of such public hearing as required by State law and City Ordinance.

Section 3. This Resolution shall be in full force in effect upon passage and signatures hereon.

DATED and SIGNED this _____ day of _____, 2016.

CITY OF AUBURN

_____
Nancy Backus
Mayor

Attest:

_____
Danielle E. Daskam, City Clerk

Approved as to Form:

_____
Daniel B. Heid, City Attorney