

**City Council Meeting
July 20, 2015 - 7:00 PM
Auburn City Hall
AGENDA**

Watch the meeting LIVE!

Watch the meeting video

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

I. CALL TO ORDER

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

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

- A. Auburn Little League 11-12 Majors Baseball All-Stars, District 10 Champs
Mayor Backus and City Council to Recognize Auburn Little League 11-12 Majors Baseball All-Stars, District 10 Champs:
Manager Kai Nahaku, Brodie Beilke, Blake Deshler, Javon Forward, Brett Harvey, Giovanni Parascondola, Ian Middelburg, Jackson Conner, Wyatt Nelson, Grant Harris, Evan Jilbert, Kamana Nahaku, Rhett Stein, Brayton Eilenberger

III. APPOINTMENTS

- A. Parks & Recreation Board
City Council to confirm the appointment of Bob Kickmer to a new three (3) year term on the Auburn Parks and Recreation Board. His term will expire on December 31, 2017.
- B. Civil Service Commission
City Council to confirm the appointment of James Kelly to a new six (6) year term on the Civil Service Commission. His term will expire on December 31, 2020.

IV. AGENDA MODIFICATIONS

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

- A. **Public Hearings**
No public hearing is scheduled for 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.
- 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 March 23, 2015 Council Study Session*

B. Minutes of the July 6, 2015 City Council Meeting*

C. Claims Vouchers (Coleman)

Claims voucher numbers 434513 through 434745 in the amount of \$6,157,281.28 and three wire transfers in the amount of \$6,288.08 and dated July 20, 2015.

D. Payroll Vouchers (Coleman)

City Council approve payroll vouchers 535700 through 535734 in the amount of \$979,636.01 and electronic deposit transmissions in the amount of \$1,373,312.90 for a grand total of \$2,352,948.91 for the period covering July 2, 2015 to July 15, 2015.

E. Public Works Project Nos. CP1118 and CP1119, Auburn Way South Improvements, Dogwood to Hemlock, Change Order No. 1* (Snyder)

City Council approve Change Order No. 1 in the amount of \$450,000.00 to Contract No. 14-19 for work on Project Nos. CP1118 and CP1119 (Auburn Way South Improvements, Dogwood to Hemlock)

F. Public Works Project No. CP1412* (Snyder)

City Council award Contract No. 15-12, to Pease Construction, Inc. on their low bid of \$4,602,880.00 plus Washington State sales tax of \$437,273.60 for a total contract price of \$5,040,153.60 for Project No. CP1412, Auburn Teen Center and Community Center

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

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. ORDINANCES

A. Ordinance No. 6562 (Second Reading)* (Snyder)

An Ordinance of the City Council of the City of Auburn, Washington, approving the vacation of right-of-way in the vicinity of the northeast corner of South Division Street and 2nd Street SE

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6562.)

B. **Ordinance No. 6566 (Second Reading)* (Snyder)**

An Ordinance of the City Council of the City of Auburn, Washington, approving the Final Plat of Westridge Auburn

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6566.)

XI. **RESOLUTIONS**

A. **Resolution No. 5154* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to award and execute an agreement with Ferguson Waterworks for implementation of Contract Number 15-11 for Project CP1317, Meter and Billing System Improvements Project

(RECOMMENDED ACTION: City Council adopt Resolution No. 5154.)

B. **Resolution No. 5157* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, setting a hearing date in relation to amending the 2016-2021 Transportation Improvement Program of the City of Auburn pursuant to R.C.W. Chapter 35.77

(RECOMMENDED ACTION: City Council adopt Resolution No. 5157.)

C. **Resolution No. 5160* (Synder)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute the purchase of real property from Puget Sound Energy

(RECOMMENDED ACTION: City Council adopt Resolution No. 5160.)

D. **Resolution No. 5161* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, extending the effective date of Resolution No. 5113 which approved an agreement between the cities of Auburn and Sumner for adjustment of the boundary between the cities of Auburn and Sumner with the movement of city boundary to the other side of the roadway of a portion of right-of-way of Stewart Road/Lake Tapps Parkway East currently within the City of Auburn, pursuant to RCW 35.13.310

(RECOMMENDED ACTION: City Council adopt Resolution No. 5161.)

E. **Resolution No. 5162* (Hursh)**

A Resolution of the City Council of the City of Auburn, Washington, approving the lodging tax grant disbursements recommended by the Auburn Lodging Tax Advisory Committee and the Auburn Tourism Board

(RECOMMENDED ACTION: City Council adopt Resolution No. 5162.)

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.

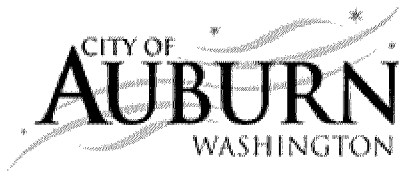
A. **From the Council**

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:

Minutes of the March 23, 2015 Council Study Session

Date:

July 14, 2015

Department:

Administration

Attachments:

Minutes

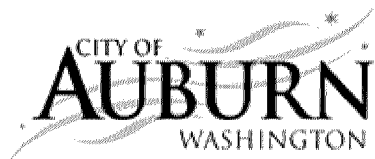
Budget Impact:

\$0

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

Meeting Date: July 20, 2015

Item Number: CA.A



**City Council Study Session
March 23, 2015 - 5:30 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

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

A. Roll Call

City Councilmembers present: Deputy Mayor Holman, Rich Wagner, Bill Peloza, Largo Wales, Wayne Osborne, Claude DaCorsi, and Yolanda Trout.

City officials and staff members present included: Mayor Nancy Backus, Community Development and Public Works Director Kevin Snyder, Sewer Utility Engineer Bob Elwell, Utilities Engineering Manager Lisa Tobin, IT Operations Manager Ashley Riggs, IT Customer Support Manager Reba Stowe, Finance Director Shelley Coleman, City Attorney Daniel B. Heid, Environmental Services Manager Chris Andersen, Police Commander Mike Hirman, Public Affairs and Marketing Manager Dana Hinman, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Transportation Manager Pablo Para, and City Clerk Danielle Daskam.

II. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Fourth Quarter 2014 Financial Report (Coleman)

Finance Director Coleman presented the fourth quarter 2014 financial report for the period ending December 31, 2014.

In 2014, General Fund revenues exceeded budget by \$2.7 million. General Fund expenditures were approximately \$5.2 million under budget.

The increased revenue is due to increases in sales tax collections and sales tax credit for annexation, increased revenues from development service fees, and increased revenues from building permits.

Finance Director Coleman spoke briefly regarding the volatility of the sales tax revenue stream since the Great Recession. In 2007, the City received its highest revenue from sales tax of \$17.5 million. Sales tax revenue decreased approximately 33 percent over two years. Some of the decrease was due to the recession and some was due to the sourcing change of sales tax. Director Coleman reported that in 2014, the City's sales tax revenue reached (within \$20,000.00) its record 2007 level for sales tax revenue.

Approximately \$4 million of the residual budget will be carried forward for

2015 activities and some will go to the cumulative reserve fund to replenish the fund.

Director Coleman reviewed real estate excise tax revenue and the cemetery operating revenues and expenditures. Director Coleman noted the utility funds ended the year without a net loss.

Director Coleman cautioned the sales tax revenue level may not be sustained and the annexation sales tax credit will end in 2017.

Director Coleman stated that several million dollars in working capital in the enterprise funds are being carried forward for capital projects in 2015.

B. Comprehensive Sewer Plan Overview (Snyder)

Utilities Engineering Manager Lisa Tobin and Sewer Utility Engineer Bob Elwell presented an overview of the draft Comprehensive Sewer Plan.

The City is in the process of updating the Comprehensive Sewer Plan in parallel with the City's overall Comprehensive Plan. This plan is an update of the existing Sewer Comprehensive Plan adopted in 2009.

Engineer Elwell explained the Plan contains time frames that are the intended framework for future funding decisions, and within which future actions and decisions are intended to occur. However, the time frames are estimates and the timing may change due to project status and availability of resources.

Engineer Elwell reviewed the organization of the Plan chapter by chapter, and provided a brief explanation of each chapter.

Engineer Elwell displayed a map (Figure 5-6) showing existing sewer mains and facilities (in green) and proposed sewer mains and facilities (in magenta).

Engineer Elwell stated Chapter 7, Recommended Plan, is the capital improvement program, and consists of primarily repair and replacement projects. The system analysis reveals no need for capacity improvements.

In response to a question from Councilmember Pelosa, Engineer Elwell stated the introduction of fats, oils and grease (FOG) into the sewer system is primarily from residential neighborhoods now rather than from restaurants, as restaurants are required to have grease traps and other pretreatment facilities. The FOG reduction program focuses on education.

Engineer Elwell advised that staff plans to bring the Comprehensive Sewer Plan to a future Council meeting for a more in-depth discussion.

C. Comprehensive Transportation Plan Update (Snyder)

Transportation Manager Pablo Para presented Chapter 5, Policies Summary, of the Comprehensive Transportation Plan. Manager Para reviewed the proposed revisions to the Transportation Plan policies.

Manager Para explained the last major update to the Comprehensive Transportation Plan was conducted in 2009. This year's update is proposed to complete minor policy revisions, map updates, format revisions to improve readability and incorporation of updated land use, population, and employment projects for the 2035 planning horizon year.

Councilmember Osborne questioned the revision to Transportation Policy TR 4, which states, "Safety shall be prioritized over driving convenience." Councilmember Osborne proposed instead: "Provide a safe and efficient transportation system" to reflect a multi-modal transportation system. Councilmember Wagner disagreed.

Councilmember Wagner suggested keeping Policy TR 70, which reads: "The City maintains the option of closing streets when freezing conditions are present to prevent frost damage." Mr. Para noted the policy was removed since closing roads for emergency purposes is a city authority that does not need to be an explicit comprehensive plan policy.

Councilmember Osborne suggested the pedestrian portion of the plan include a statement that a flashing light warning for pedestrian crossings, similar to that described in Policy TR 148, be included for all crosswalks.

City Engineer Gaub stated the full Transportation Plan will be presented to the Council at a future meeting where more comments can be taken.

- D. Informational briefing regarding the proposed 2016 Interlocal Agreement for the Green/Duwamish Central Puget Sound Watershed (WRIA-9) (Snyder)
Staff to provide a briefing for the proposed 2016 Interlocal Agreement for the Green/Duwamish Central Puget Sound Watershed (WRIA-9)

Environmental Services Manager Chris Andersen reminded in September 2014, the Council received a presentation from WRIA 9 Watershed Coordinator Doug Osterman about the WRIA 9 Forum and the interlocal agreement for the Green/Duwamish Central Puget Sound Watershed (WRIA 9).

Manager Andersen reviewed the proposed WRIA 9 interlocal agreement (in the Council agenda packet) between local governments in the Green/Duwamish watershed. The City has been a party to the current interlocal agreement since 2006; the current interlocal agreement expires this year. The Green River watershed area is in South King County and covers approximately 500 square miles and extends from Howard Hanson Dam to Elliott Bay. There are 17 eligible parties to the interlocal agreement.

The purpose of the interlocal agreement is to promote the ecological health of the Green/Duwamish Rivers and the Central Puget Sound Watersheds and to provide a mechanism, governance and funding structures for jointly implementing the Salmon Habitat Plan.

The new agreement will be effective upon the execution by five eligible

local governments that cover at least seventy percent of the population of the watershed. The proposed agreement has an initial term of ten years, which can be extended.

Manager Andersen reported the WRIA 9 Ecosystem Forum has secured over \$137 million since 2005 for watershed projects and programs.

Auburn's operating funding share for 2015 is \$22,000.00.

WRIA 9 is seeking feedback on the proposed agreement from member jurisdictions until mid-April. Adoption of the agreement is targeted for July 2015.

Councilmember Pelosa, the current vice chair of the WRIA 9 Forum, spoke in favor of the proposed interlocal agreement.

Mr. Osterman stated Exhibit A, Scope of Work, and Exhibit B, Staff Plan, for 2015 are available now.

Councilmember Osborne expressed concern that WRIA 9 made a proposal for resource planning areas that include the Auburn Golf Course. Manager Andersen stated the Flood Control District proposed the Auburn Golf Course as a resource planning area. WRIA 9 made recommendations on standards, but did not set a geography for the resource areas. Manager Andersen advised that the Executive Board for the Flood Control District has not taken action on the recommendation due to the concerns expressed by the City.

Director Snyder reported the City has expressed its displeasure with the potential impacts of resource planning area designations to City facilities, not only for the golf course, but to roads and other infrastructure. Director Snyder stated Mayor Backus and staff continue to work with officials from the City of Kent and the District to ensure protection for Auburn and Kent.

Mr. Osterman spoke regarding the fiscal agent and service provider for the District, which is currently King County.

E. Council Ad Hoc Committee on Committees

This item was postponed due to time constraints.

III. OTHER DISCUSSION ITEMS

There was no other discussion.

IV. EXECUTIVE SESSION

At 7:38 p.m., Deputy Mayor Holman recessed the meeting for a five minute intermission and then to executive session in order to discuss pending/potential litigation pursuant to RCW 42.30.110(1)(i) for approximately 10 minutes. No action will occur this evening as a result of the executive session. City Attorney Heid attended the executive session.

The Council reconvened at 7:53 p.m.

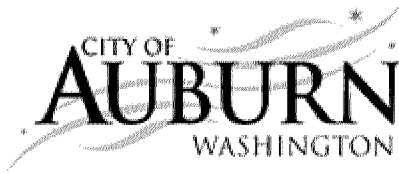
V. ADJOURNMENT

There being no further discussion, the meeting adjourned 7:53 p.m.

APPROVED this _____ day of _____, 2015.

NANCY BACKUS, MAYOR

Danielle Daskam, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the July 6, 2015 City Council Meeting

Date:

July 14, 2015

Department:

Administration

Attachments:

7-6-2015 Minutes

Budget Impact:

\$0

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

Meeting Date: July 20, 2015

Item Number: CA.B



**City Council Meeting
July 6, 2015 - 7:00 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

A. Pledge of Allegiance

Mayor Nancy Backus called the meeting to order at 7:00 p.m. in the Council Chambers located in Auburn City Hall, 25 West Main Street in Auburn, and led those in attendance in the Pledge of Allegiance.

B. Roll Call

City Councilmembers present: Deputy Mayor John Holman, Rich Wagner, Bill Peloza, Largo Wales, Wayne Osborne, Yolanda Trout and Claude DaCorsi.

Department Directors and staff members present included: City Attorney Daniel B. Heid, Community Development and Public Works Director Kevin Snyder, Director of Administration Michael Hursh, Innovation and Technology Customer Support Manager Reba Stowe, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Public Affairs and Marketing Manager Dana Hinman, Innovation and Technology Operations Manager Ashley Riggs, Parks, Arts and Recreation Director Daryl Faber, Assistant Police Chief Bill Pierson, Finance Director Shelley Coleman, Emergency Preparedness Manager Sarah Miller, Engineering Aide Amber Price and Deputy City Clerk Shawn Campbell.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Legislative Update from Representative Drew Stokesbary
Representative Stokesbary to brief the City Council on accomplishments during legislative session.

Representative Drew Stokesbary reported the ongoing session of the Washington State Legislature has been very successful. He stated the proposed budget raises spending on education, reduces state college tuition, adds additional funds to assist those with mental health issues and provides grant funds to Auburn Youth Resources. They have also mostly completed a transportation package for the completion of SR167/SR512. Representative Stokesbary also said they are working to give more revenue stability to cities with revenue sharing from the sales of marijuana.

Mayor Backus stated the City of Auburn is truly appreciative of the support the transportation package has received from the legislature.

Councilmember Wagner inquired as where to funds will come from to replace the reduction in higher education tuition. Representative Stokesbary explained the funds will be backfilled by the State of Washington's General Fund.

Councilmember Wales expressed her appreciation for the additional funds

designated to education.

Councilmember DaCorsi asked if there was discussion on revitalizing the Public Works Trust Fund Loans. Representative Stoksbery stated he believes they will come back. The legislature realizes these loans are important for the jurisdictions.

Councilmember Pelozo asked for an update on the transportation of crude oil by rail. Representative Stoksbery explained the State is limited on the types of restrictions that can be placed on the transportation of crude oil by the Federal government. The legislature passed a tax on oil brought in by train and by pipeline and the companies that are transporting the oil are required to show they have proper insurance.

III. APPOINTMENTS

There was no appointment for Council's consideration.

IV. AGENDA MODIFICATIONS

Updated information for Public Works Project No. CP1506 and Exhibit 5 to Ordinance No. 6566 were provided to Council.

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

1. Public Hearing for Right-of-Way Vacation V1-15 (Snyder)
City Council to conduct a public hearing on the City initiated vacation of right-of-way located at the northeast corner of South Division Street and 2nd Street SE.

Engineering Aid Price explained the right-of-way proposed vacation was dedicated for safe bus turning radius. Additional intersection improvements have since been completed and the right-of-way is no longer needed. The City expects to have better sight distance, wider sidewalk and landscape areas and lower right-of-way maintenance.

Mayor Backus opened the public hearing at 7:24 p.m. No one in the audience addressed the Council, and the hearing was closed.

2. Public Hearing for 2015 Annual Action Plan (Hursh)
City Council to conduct a public hearing to receive public comments and suggestions with regard to the 2015 Annual Action Plan.

Director Hursh explained the City is required to submit a five (5) year plan and an Annual Action Plan as part of the Community Development Block Grant process. The Department of Housing and Urban Development (HUD) developed new guidelines regarding how the documents need to be provided. They now require the documents be submitted in conjunction with King County's grant application. Due to the fact that King County has not yet submitted their documents the City of Auburn is unable to move forward with the program. The City still does not have a contract with HUD due to the delay. The delay has hurt the housing repair program. People who qualify for the program are not able to receive repairs due to a shortage of available funds. The action plans

have already been approved by Council but according to the new deadlines and procedure these plans need to be approved again in this format.

Councilmember Wales requested the City review the philosophy around the requirements for grants from the City.

Councilmember DaCorsi confirmed the funds will be available to the City once King County submits their application and there is not an expiration date on the funds.

Mayor Backus opened the public hearing at 7:34 p.m. No one in the audience addressed the Council, and the hearing was closed.

B. Audience Participation

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

Derek Brandes, 5804 Olive Ave SE, Auburn

Mr. Brandes introduced himself to Council and explained he is the new chair of the Auburn Area Chamber of Commerce. He reviewed several of the items the Chamber has planned for the next year.

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 Wales reported on behalf of the Council ad hoc committee that reviews claims and payroll vouchers. Councilmember Wales reported the committee recommends approval of the claims and payroll vouchers as presented.

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 June 15, 2015 Meeting
- B. Claims Vouchers (Coleman)
Claims voucher numbers 434104 through 434512 in the amount of \$5,300,761.26 and five wire transfers in the amount of \$346,804.64 and dated July 6, 2015.
- C. Payroll Vouchers (Coleman)
City Council approve payroll vouchers 535656 through 535699 in the amount of \$301,501.75 and electronic deposit transmissions in the amount of \$1,418,710.57 for a grand total of \$1,720,212.32 for the period covering June 11, 2015 to July 1, 2015.
- D. Public Works Project No. CP1109 (Snyder)
City Council award Contract No. 15-05, to Miles Resources, LLC on their low bid of \$563,248.17 plus Washington State sales tax of \$53,508.58 for a total

contract price of \$616,756.75 for Project No. CP1109, Hi Crest Drive Storm Pipeline Repair and Replacement

- E. Public Works Project No. CP1202 (Snyder)
City Council award Contract No. 15-01, to Northwest Cascade, Inc. on their low bid of \$2,541,321.00 plus Washington State sales tax of \$99,503.00 for a total contract price of \$2,640,824.00 for Project No. CP1202, Auburn Way South Flooding Improvements Phase 2
- F. Public Works Project No. CP1506 (Snyder)
City Council award Contract No. 15-13, to the ICON Materials for their low bid of \$1,894,842.20 for Project No. CP1506 – 2015 Pavement Patching and Overlay Project
- G. Public Works Project No. CP1308 (Snyder)
City Council approve Final Pay Estimate No. 8 to Contract No. 14-04 in the amount of \$61,393.27 and accept construction of Project No. CP1308 – BNSF Utility Crossings Project.

Deputy Mayor Holman moved and Councilmember Osborne seconded to approve the Consent Agenda.

The Consent Agenda includes minutes, claims, payroll vouchers and public works projects.

Mayor Backus explained the bids received for project CP1506 - 2015 Pavement Patching and Overlay Project were lower than expected. The City will use the additional funds to do more road pavement repairs.

Councilmember Peloza asked that B Street be considered for repairs with the additional funds.

Councilmember Wales stated the roads should be selected according to established the list the City has developed.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

- A. SCORE Jail Statistics (Mayor Backus)

Mayor Backus is the City's representative on the South Correctional Entity (SCORE) Board and presented a PowerPoint presentation on SCORE jail statistics. The SCORE member cities include Auburn, Renton, Federal Way, Tukwila, Burien, SeaTac and Des Moines.

Mayor Backus reviewed SCORE Member City Billable Average Daily Population (ADP) for May 2015. Auburn's ADP in May was 74 compared to Auburn's April ADP of 57. The ADP for the SCORE facility in May was 310, up from April's ADP of 304.

Graphs for Total ADP by Month and Year and Auburn Billable Average Daily Population were reviewed. In May 2015 total ADP for member and contract

entities was 657 up from 636 in April 2015.

Auburn's Billable ADP for 2013 - 2015 reflects a continuing decline in billable ADP. Auburn's 2013 Budget ADP was 122, and Auburn's 2014 Budget ADP was 97. Auburn's 2015 Budget ADP is 79.

Mayor Backus also reviewed Total Bookings for Member and Contract Agencies, May 2014-May 2015; Member Bookings by Agency, May 2014 to May 2015; Member Agency Bookings by Type for May 2015; and Contract Inmates ADP for May 2015.

Councilmember Wagner asked why the City of Auburn has the highest number in the member booking by agency, when the billable average daily population shows the City at third highest. Mayor Backus explained the City of Auburn could book people into SCORE that are added to other members billable population. Not everyone who is booked by the City of Auburn necessarily counts for the population against the City.

X. ORDINANCES

- A. Ordinance No. 6563 (Second Reading) (Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, amending Ordinance No. 6533, the 2015-2016 Biennial Budget Ordinance, as amended by Ordinance No. 6558, authorizing amendment to the City of Auburn 2015-2016 Budget as set forth in Schedule "A" and Schedule "B"

MOTION TO ADOPT ORDINANCE NO. 6563 CARRIED UNANIMOUSLY.
7-0

- B. Ordinance No. 6562 (First Reading) (Snyder)
An Ordinance of the City Council of the City of Auburn, Washington, approving the vacation of right-of-way in the vicinity of the northeast corner of South Division Street and 2nd Street SE

Councilmember Osborne moved and Councilmember DaCorsi seconded to adopt Ordinance No. 6562.

- C. Ordinance No. 6566 (First Reading) (Snyder)
An Ordinance of the City Council of the City of Auburn, Washington, approving the Final Plat of Westridge Auburn

Deputy Mayor Holman moved and Councilmember Trout seconded to adopt Ordinance No. 6566.

Deputy Mayor Holman noted a vicinity map for this Ordinance was provided to Council prior to the meeting.

XI. RESOLUTIONS

- A. Resolution No. 5143 (Hursh)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the City of Auburn to adopt the Intergovernmental Agreement for EMAC and PNEMA assistance between the Washington Military Department and the City of Auburn

Deputy Mayor Holman moved and Councilmember Osborne seconded to adopt Resolution No. 5143.

Deputy Mayor Holman explained this agreement is an intergovernmental agreement for the military assistance program.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Resolution No. 5151 (Hursh)
A Resolution of the City Council of the City of Auburn, Washington, adopting the Consolidated Plan for years 2015 to 2019 and the 2015 Annual Action Plan

Councilmember Wales moved and Councilmember DaCorsi seconded to adopt Resolution No. 5151.

MOTION CARRIED UNANIMOUSLY. 7-0

- C. Resolution No. 5152 (Snyder)
A Resolution of the City Council of the City of Auburn, Washington, setting a public hearing to consider the vacation of right-of-way of the south side of South 318th Street, east of 56th Avenue South, within the City of Auburn, Washington

Councilmember Wales moved and Deputy Mayor Holman seconded to adopt Resolution No. 5152.

MOTION CARRIED UNANIMOUSLY. 7-0

- D. Resolution No. 5153 (Snyder)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute the interlocal agreement between the City of Auburn and the Muckleshoot Indian Tribe for the Allotment M-two Subdivision and casino premises utility isolation

Deputy Mayor Holman moved and Councilmember Wales seconded to adopt Resolution No. 5153.

MOTION CARRIED UNANIMOUSLY. 7-0

- E. Resolution No. 5155 (Snyder)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the City to expend funds to abate vegetation and to remove unpermitted barbed wire at 1141 32nd Place NE in the City of Auburn

Councilmember Peloza moved and Councilmember Trout seconded to adopt Resolution No. 5155.

Councilmember Peloza explained this is a blighted property. Code enforcement has been trying to work with the property owner for several months.

MOTION CARRIED UNANIMOUSLY. 7-0

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**

Councilmember DaCorsi reported he attended the Association of Washington Cities conference. He attended sessions regarding at grade rail crossings and the need to improve the rail system.

Councilmember Wales reported she attended the Association of Washington Cities conference. She attended a session on GIS technology.

Councilmember Wagner reported he attended the Kids Day celebration at Les Gove Park.

Councilmember Pelosa reported he attended the South County Area Transportation Board Meeting.

Councilmember Trout reported she has been asked to serve on a planning committee for the Mexican Independence Day celebration scheduled for September 1, 2015.

B. From the Mayor

Mayor Backus reported that the City of Auburn has received the new population numbers. Currently the population is 75,545. The City will get a portion of the marijuana revenue sharing based on the City's new population.

Mayor Backus extended her condolences to the Enrique's family. Mrs. Enrique's son was killed in Seattle after a concert at Century Link Field.

There was a double murder at Les Gove Community Campus. If anyone has any information regarding the murders please call the police.

Mayor Backus stated the first responders have been responding to many serious incidents in the City. If you see something suspicious, please call 911. The Police Department takes all calls seriously, and respond to all calls received in order of importance.

Mayor Backus reported that two officers were taken to Auburn MultiCare because of an explosive thrown at them on the 4th of July. If you know anything about that incident, please call the police.

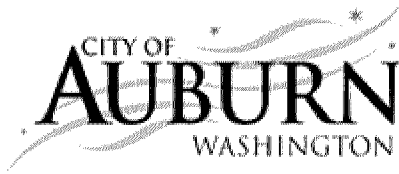
XIII. ADJOURNMENT

There being no further business before the Council, the meeting adjourned at 8:17 p.m.

APPROVED this 20th day of July, 2015.

NANCY BACKUS, MAYOR

Shawn Campbell, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers

Date:

July 15, 2015

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve the claims vouchers.

Background Summary:

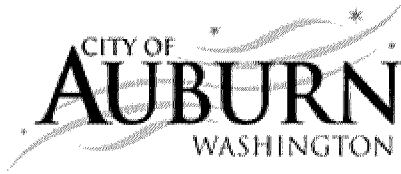
Claims voucher numbers 434513 through 434745 in the amount of \$6,157,281.28 and three wire transfers in the amount of \$6,288.08 and dated July 20, 2015.

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

Coleman

Meeting Date: July 20, 2015

Item Number: CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers

Date:

July 15, 2015

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve the payroll vouchers.

Background Summary:

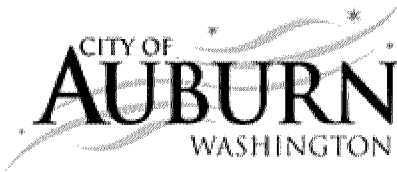
City Council approve payroll vouchers 535700 through 535734 in the amount of \$979,636.01 and electronic deposit transmissions in the amount of \$1,373,312.90 for a grand total of \$2,352,948.91 for the period covering July 2, 2015 to July 15, 2015.

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

Coleman

Meeting Date: July 20, 2015

Item Number: CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project Nos. CP1118 and CP1119, Auburn Way South Improvements, Dogwood to Hemlock, Change Order No. 1

Date:

July 13, 2015

Department:

CD & PW

Attachments:

[Budget Status Sheet \(CP1118\)](#)

[Budget Status Sheet \(CP1119\)](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Change Order No. 1 in the amount of \$450,000.00 to Contract No. 14-19 for work on Project Nos. CP1118 and CP1119 (Auburn Way South Improvements, Dogwood to Hemlock).

Background Summary:

This construction contract includes two City projects: CP1118 – Auburn Way South Pedestrian Improvements (Dogwood to Fir) and CP1119 – Auburn Way South Corridor Improvements (Fir to Hemlock). The following improvements will be constructed: new sidewalks, lighting, bus pull-outs, undergrounding of overhead utilities and removal of utility poles, pedestrian crossing at Fir Street, U-turns at Fir and Hemlock Streets, medians, new traffic signal at Hemlock Street, storm drainage, water, and sewer utility improvements, intelligent transportation system improvements, and widening of Auburn Way South between Fir and Hemlock Streets to be five lanes (2 lanes in each direction with a center turn lane).

This change order allows for the replacement of approximately 1,600 feet of 10-inch water main within the project paving limits with a new 12-inch water main. The original evaluation of the 10-inch water main determined that it had adequate service life and did not need to be replaced as part of these projects. However, during construction, this water main has ruptured and upon further investigation it has been determined that the existing water main was fabricated with cast iron material that has become brittle and is susceptible to cracking. Furthermore, replacing the 10-inch water main with a larger 12-inch water main will provide additional capacity for fire flows.

A project increase within the 430 Water Fund of \$158,983.00 for Project CP1118 and \$235,582.00 for Project CP1119 will be necessary for a total of \$394,565.00, however

it will not require a budget adjustment due to contingency funds available from other water projects. The needed funds will be transferred into CP1118 and CP1119 from the following sources: Project CP0909 (Academy Booster Pump Station) was completed under budget and has \$298,065.00 of project contingency remaining of which \$250,000.00 will be transferred, Project CP1202 (Auburn Way South Flooding Improvements Phase 2) recently received a favorable bid and has \$113,206.00 of water fund project contingency of which \$72,283.00 will be transferred, and Project CP1414 (2015 Local Street Reconstruction) recently received a favorable bid and has \$184,306.00 of water fund project contingency of which \$72,282.00 will be transferred.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: July 20, 2015

Item Number: CA.E

BUDGET STATUS SHEET

Project No: CP1118

Project Title: Auburn Way South Pedestrian Improvements -
Dogwood St SE to Fir St SE

Project Manager: Jacob Sweeting

Date: 7/10/15

Initiation Date: August 15, 2011

Advertisement Date: February 10, 2015

Award Date: March 16, 2015

- ☐ Advertisement

☐ 2014 Carryforward

☐ Contract Award

☒ Change Order Approval

☐ Contract Final Acceptance

Funds Budgeted (Funds Available)

Funding	Prior Years (Actual)	2014 (Actual)	2015	Total
102 Fund - Unrestricted	7,031		63,428	70,459
102 Fund - Traffic Impact Fees	0		115,000	115,000
102 Fund - Federal Grant	100,000			100,000
102 Fund - State Grant	111,094	55,273	604,237	770,604
102 Fund - Muckleshoot Indian Tribe Funds	0	41,900	288,100	330,000
102 Fund - Century Link Agreement	0	9,700	120,141	129,841
102 Fund - Comcast Agreement	0	9,700	64,309	74,009
102 Fund - WSDOT Agreement	0	0	107,750	107,750
430 Fund - Water	4,973		130,000	134,973
Total	223,098	116,573	1,492,965	1,832,636

Estimated Cost (Funds Needed)

Activity	Prior Years (Actual)	2014 (Actual)	2015	Total
Design	223,098	116,573	39,883	379,554
Construction - Contract	0	0	1,060,774	1,060,774
Construction - Change Order 1 (Water)			225,000	225,000
Construction - Authorized Contingency	0	0	106,077	106,077
Construction - Engineering	0	0	102,344	102,344
Construction - PSE Direct Construction Costs	0		90,000	90,000
Construction - Education and Enforcement	0		2,000	2,000
Construction - Total	0	0	1,361,196	1,586,196
Total	223,098	116,573	1,401,079	1,965,750

102 Arterial Street Budget Status

	(Actual)	(Actual)	2015	Total
*102 Funds Budgeted ()	(218,125)	(116,573)	(1,362,965)	(1,697,663)
102 Funds Needed	218,125	116,573	1,337,096	1,671,794
*102 Fund Project Contingency ()		0	(25,869)	(25,869)
102 Funds Required		0	0	0

430 Water Budget Status

	Prior Years (Actual)	2014 (Actual)	2015	Total
*430 Funds Budgeted ()	(4,973)	0	(130,000)	(134,973)
430 Funds Needed	4,973	0	288,983	293,956
*430 Fund Project Contingency ()		0	0	0
430 Funds Required		0	158,983	158,983

BUDGET STATUS SHEET

Project No: CP1119	Project Title: Auburn Way South Corridor Improvements - Fir St SE to Hemlock St SE
---------------------------	---

Project Manager: Jacob Sweeting

Date: 7/10/15

Initiation Date: August 1, 2011

Advertisement Date: February 10, 2015

Award Date: March 16, 2015

- ☐ Advertisement

☐ 2014 Carry Forward

☐ Contract Award

☒ Change Order Approval

☐ Contract Final Acceptance

Funds Budgeted (Funds Available)

Funding	Prior Years (Actual)	2014 (Actual)	2015	Total
102 Fund - Unrestricted	5,051	143,039		148,090
102 Fund - Traffic Impact Fees	0	250,000	450,000	700,000
102 Fund - TIB Grant	364,449	143,727	1,917,226	2,425,402
102 Fund - Muckleshoot Indian Tribe Funds	91,112	82,260	663,228	836,600
102 Fund - Century Link Agreement		10,856	150,102	160,958
102 Fund - Comcast Agreement		10,856	65,260	76,116
102 Fund - WSDOT Agreement			116,038	116,038
430 Fund - Water	3,907	96	30,997	35,000
431 Fund - Sewer	7,428		28,559	35,987
Total	471,947	640,833	3,421,411	4,534,191

Estimated Cost (Funds Needed)

Activity	Prior Years (Actual)	2014 (Actual)	2015	Total
Design	434,440	239,743	106,365	780,548
Property Acquisition	37,507	401,090	0	438,597
Construction - Contract	0	0	2,724,463	2,724,463
Construction - Change Order 1 (Water)			225,000	225,000
Construction - Authorized Contingency	0	0	272,446	272,446
Construction - Subtotal (Engineering)	0	0	105,867	105,867
Construction - PSE Direct Construction Costs	0		64,114	64,114
Construction	0	0	3,391,891	3,391,891
Total	471,947	640,833	3,498,256	4,611,036

102 Arterial Street Budget Status

	(Actual)	2014 (Actual)	2015	Total
*102 Funds Budgeted ()	(460,612)	(640,737)	(3,361,855)	(4,463,204)
102 Funds Needed	460,612	640,737	3,210,937	4,312,285
*102 Fund Project Contingency ()	(0)	(0)	(150,918)	(150,919)
102 Funds Required	0	0	0	0

430 Water Budget Status

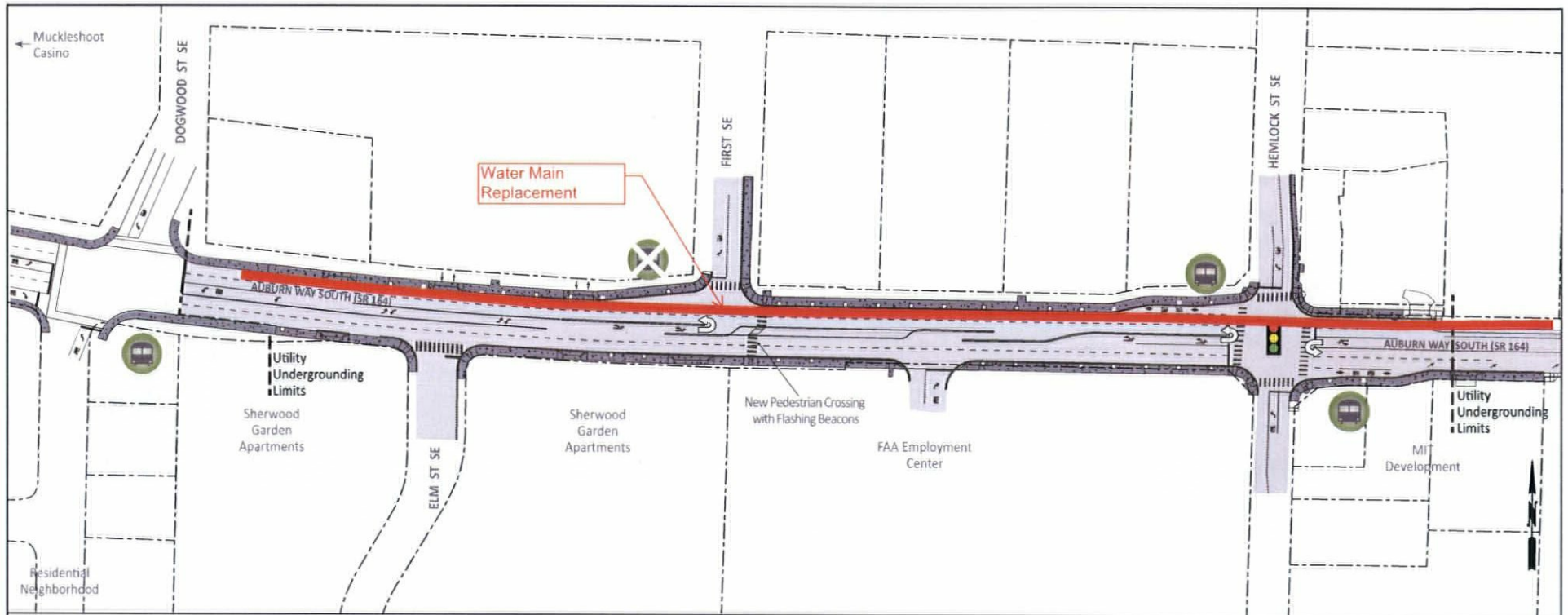
	(Actual)	2014 (Actual)	2015	Total
*430 Funds Budgeted ()	(3,907)	(96)	(30,997)	(35,000)
430 Funds Needed	3,907	96	266,579	270,582
*430 Fund Project Contingency ()	0	0	0	0
430 Funds Required	0	0	235,582	235,582

431 Sewer Budget Status

	(Actual)	2014 (Actual)	2015	Total
*431 Funds Budgeted ()	(7,428)	0	(28,559)	(35,987)
431 Funds Needed	7,428	0	28,559	35,987
*431 Fund Project Contingency ()	0	0	(0)	(0)
431 Funds Required	0	0	0	0

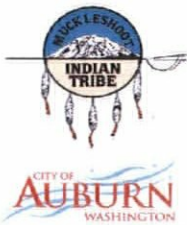
* (#) in the Budget Status Sections indicates Money the City has available.

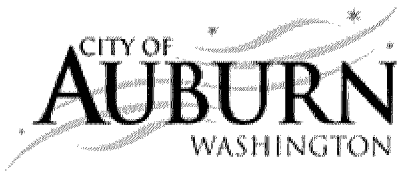
Auburn Way South Pedestrian and Corridor Improvements Dogwood Street SE to Hemlock Street SE



LEGEND

-  Bus Stop to be Removed/Relocated
-  New/Relocated Bus Stop
-  New Traffic Signal
-  Access Management Curb
-  Access Management Island
-  U-turn Access to be Provided





AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1412

Date:

July 13, 2015

Department:

CD & PW

Attachments:

Budget Status Sheet

Bid Tabulation

Vicinity Map

Budget Impact:

\$0

Administrative Recommendation:

City Council award Contract No. 15-12, to Pease Construction, Inc. on their low bid of \$4,602,880.00 plus Washington State sales tax of \$437,273.60 for a total contract price of \$5,040,153.60 for Project No. CP1412, Auburn Teen Center and Community Center.

Background Summary:

The City received eight (8) responsive bids and the low bid was approximately 19% below the engineer's estimate. Staff has performed reference checks and other verifications to determine that Pease Construction, Inc. meets the responsible bidding criteria and recommends award.

This project will design and construct a community and youth center at the north end of the Les Gove Community Campus. The community and youth center will provide approximately 21,000 square feet of building space to be used for educational, cultural, and social activities. Emphasis will be made on creating spaces that will attract teens and encourage cross-generational interactions with the existing neighboring Senior Center. The community and youth center will be created by renovating the City's existing Parks, Recreation and Arts Administration Building (approximately 7,100 square feet) and adding approximately 13,700 square feet of new building space.

Staff recommends a 15% authorized contingency be established for this contract to account for potential change orders, claims, and additions. The authorized contingency will allow the project construction to proceed without delay in case there are unforeseen conditions that require contract adjustments within the authorized contingency amount.

Project construction is expected to begin in August 2015 and be completed by June 2016.

A project budget contingency of \$1,078,058.00 remains in the 321 General Parks Construction Fund. An evaluation is underway to determine options for expenditure of these additional funds. Mayor and Staff will present recommendations to Council at a future meeting.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: July 20, 2015

Item Number: CA.F

BUDGET STATUS SHEET

Project No: CP1412	Project Title: Auburn Youth and Community Center
Project Manager: Irma Dore/Jacob Sweeting	

Initiation Date: 10/6/14
 Advertisement Date: 6/9/15
 Award Date: _____

Project Initiation
Schematic Design
Contract Award
Change Order Approval
Contract Final Acceptance

Date: 7/13/15

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

Funds Budgeted (Funds Available)

Funding	Prior Years	2014 (Actual)	2015	2016	Total
State Appropriation			1,000,000	1,950,000	2,950,000
321 Fund (Parks)			2,200,000	2,340,781	4,540,781
REET 1		133,946	566,054	759,219	1,459,219
Total	0	133,946	3,766,054	5,050,000	8,950,000

Estimated Cost (Funds Needed)

Activity	Prior Years	2014 (Actual)	2015	2016	Total
Design - ARC Consultants		96,300	491,839	491,839	1,079,977
Design Management - AXIS Consultant		6,065	52,435	0	58,500
Design Administration - City		1,514	20,000	0	21,514
Pre-Design Studies (Geotech, Survey, Enviro)		29,167	24,298	0	53,465
Permits and Fees		900	20,000	126,000	146,900
FFE (Fixtures, Furniture, Equipment)		0	175,000	420,000	595,000
Construction Contract		0	1,972,577	3,067,577	5,040,154
Authorized Contingency (15%)		0	270,216	420,216	690,432
Construction Management - Axis Consultant		0	45,000	90,000	135,000
Construction Admin - City		0	0	0	0
Construction and Bidding Expenses		0	35,000	16,000	51,000
Total	0	133,946	3,106,365	4,631,631	7,871,942

321 Municipal Parks Construction Fund Budget Status

	Prior Years	2014 (Actual)	2015	2016	Total
*321 Funds Budgeted ()	0	(133,946)	(3,766,054)	(5,050,000)	(8,950,000)
321 Funds Needed	0	133,946	3,106,365	4,631,631	7,871,942
*321 Fund Project Contingency ()	0	0	(659,689)	(418,369)	(1,078,058)
321 Funds Required	0	0	0	0	0

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

CITY OF AUBURN BID TABULATIONS

CP1412 - Auburn Youth and Community Center

Bid Date / Time: 7/7/2015 - 2:00PM

Contract # 15-12

Deductive Alternates Selected: None

Average Total Bid: \$5,383,522.47

Low Bid Compared to Engineer's Estimate: (\$1,200,324.77) -19.23%

Low Bid Compared to Average Bid: (\$343,368.87) -6.38%

Bid Order	Contractor	Lump Sum Base Bid (A)	Trench Safety Allowance (B)	Total Lump Sum Base Bid (A+B)	Deductive Alternate 1 (Not Selected)	Deductive Alternate 2 (Not Selected)	Deductive Alternate 3 (Not Selected)	Washington State Sales Tax (9.5%) (C)	Total Bid Amount (A+B+C)
N/A	Engineer's Estimate	\$ 5,659,067.00	\$ 40,000.00	\$ 5,699,067.00	\$ 27,610.00	\$ 16,685.00	\$ 51,206.00	\$ 541,411.37	\$ 6,240,478.37
1 (Low)	Pease Construction, Inc. PO Box 98496 Lakewood, WA 98496 Phone: 253-584-6606	\$ 4,601,980.00	\$ 900.00	\$ 4,602,880.00	\$ 93,610.00	\$ 27,980.00	\$ 46,840.00	\$ 437,273.60	\$ 5,040,153.60
2 (Second Low)	Pavillon Construction NW LLC 4700 SW Macadam Ave, Ste 200 Portland, OR 97239 Phone: 206-922-7444	\$ 4,730,000.00	\$ 900.00	\$ 4,730,900.00	\$ 50,000.00	\$ 10,000.00	\$ 42,000.00	\$ 449,435.50	\$ 5,180,335.50
3	Lincoln Construction, Inc. 21323 Mountain Hwy East Spanaway WA 98387 Phone: 253-847-6414	\$ 4,761,735.00	\$ 2,500.00	\$ 4,764,235.00	\$ 56,476.00	\$ 34,103.00	\$ 45,106.00	\$ 452,602.33	\$ 5,216,837.33
4	Beisley Inc. PO Box 2355 Belfair, WA 98528 Phone: 360-275-5783	\$ 4,900,029.00	\$ 1,000.00	\$ 4,901,029.00	\$ 69,000.00	\$ 20,000.00	\$ 46,000.00	\$ 465,597.76	\$ 5,366,626.76
5	Faber Construction 131 East Grover Lynden, WA 98264 Phone: 360-354-3500	\$ 4,983,000.00	\$ 5,000.00	\$ 4,988,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 473,860.00	\$ 5,461,860.00
6	Skyward Construction, Inc. 15908 NE 10th Avenue Ridgefield, WA 98642 Phone: 360-546-1625	\$ 5,000,149.00	\$ 1,000.00	\$ 5,001,149.00	\$ 72,000.00	\$ 6,000.00	\$ 44,000.00	\$ 475,109.16	\$ 5,476,258.16
7	MJ Takisaki Inc. 1312 South Weller Street Seattle, WA 98144 Phone: 206-324-4448	\$ 5,124,078.00	\$ 500.00	\$ 5,124,578.00	\$ 63,130.00	\$ 10,677.00	\$ 40,567.00	\$ 486,834.91	\$ 5,611,412.91
8	Stetz Construction 9822 32nd Ave South Lakewood, WA 98499 Phone: 253-583-0440	\$ 5,218,000.00	\$ 900.00	\$ 5,218,900.00	\$ 54,550.00	\$ 8,610.00	\$ 74,718.00	\$ 495,795.50	\$ 5,714,695.50

Auburn Community and Youth Center

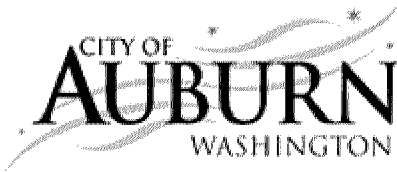


Printed Date: 7/13/2015

Map Created by City of Auburn eGIS

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





AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6562 (Second Reading)

Date:

July 14, 2015

Department:

CD & PW

Attachments:

Ordinance No. 6562

Exhibit A & B

Staff Report

Vicinity Map

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Ordinance No. 6562.

Background Summary:

The City of Auburn has determined that right-of-way in the vicinity of the northeast corner of South Division Street and 2nd Street SE is no longer required to meet the needs of the City. The proposed right-of-way was dedicated on March 16, 2007 to satisfy safe bus turning radii in connection with the Urban Center Transportation System Improvements Project (Project #C501A). Subsequent to the dedication of the right-of-way additional improvements were completed at this location with the South Division Street Promenade Project (Project #CP1005) which adjusted the area needed for transit turning radius and removed the need for the area that is proposed to be vacated. City staff, utility purveyors and transit authorities who have an interest in this right-of-way have reviewed the proposed right-of-way vacation. Through this review City staff has determined that the right of way is no longer necessary to meet the needs of the City and could be vacated.

Ordinance No. 6562, if adopted by City Council, approves Vacation No. V1-15 and vacates the right-of-way subject to conditions outlined in the Ordinance.

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

Snyder

Meeting Date: July 20, 2015

Item Number: ORD.A

ORDINANCE NO. 6562

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF AUBURN, WASHINGTON, APPROVING THE
VACATION OF RIGHT-OF-WAY IN THE VICINITY OF THE
NORTHEAST CORNER OF SOUTH DIVISION STREET
AND 2ND STREET SE**

WHEREAS, the City of Auburn, Washington, has determined through an evaluation of its needs for streets and right-of-ways located in the vicinity of the northeast corner of South Division Street and 2nd Street SE, that a portion of City right-of-way acquired by the City through Right-of-Way Dedication on March 16, 2007 may no longer be needed to meet the needs of the City and that a public hearing should be set to determine if said right-of-way should be vacated; and

WHEREAS, the right-of-way was dedicated by the City for street purposes to satisfy safe bus turning radii in connection with the Urban Center Transportation Systems Improvements Project (Project #C501A); and

WHEREAS, subsequent to the dedication of the right-of-way, additional improvements were completed at this location with the South Division Street Promenade Project (Project #CP1005) which adjusted the area needed for transit turning radius and removed the need for said right-of way; and

WHEREAS, a request for vacation of said right-of-way was circulated to Puget Sound Energy, CenturyLink, Comcast, King County Metro and City Departments and comments were received; and

Ordinance No. 6562
May 19, 2015
1 of 1

WHEREAS, Resolution No. 5147 calling for a public hearing was approved June 1, 2015; and

WHEREAS, posting requirements of Auburn City Code 12.48.070 have been met; and

WHEREAS, a public hearing was held before the City Council on July 6, 2015; and

WHEREAS, through this process, the City has determined that it no longer needs right-of-way in the vicinity of the northeast corner of South Division Street and 2nd Street SE, in the City of Auburn, Washington; and

WHEREAS, it is in the best interests of the City to vacate said portion of said right-of-way.

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

Section 1. Vacation. That right-of-way in the vicinity of the northeast corner of South Division Street and 2nd Street SE, located within the City of Auburn, Washington, legally described as follows:

That portion of Lot 5, Block 6, Town of Slaughter, according to the plat thereof recorded in volume 2 of plats, page 56, records of King County, Washington lying in the Northeast Quarter of the Southeast Quarter of Section 13, Township 21 North, Range 4 East, W.M., in King County, Washington, and conveyed to the City of Auburn for right-of-way under recording number 20070619000373, records of King County, Washington described as follows:

COMMENCING at the northwest corner of Lot 5 of said

Ordinance No. 6562
May 19, 2015
2 of 2

Block 6;
THENCE South 00°56'21" East, along the west line of said Block 6 a distance of 102.26 feet to the most northerly corner of lands dedicated to City of Auburn for right-of-way as recorded under rec. no. 20070619000373 and being the POINT OF BEGINNING;
THENCE along the northeasterly line of said dedication South 43°42'09" East, 26.61 feet to a point on the south line of said Block 6;
THENCE North 89°08'12" West, along said south line a distance of 5.18 feet;
THENCE North 43°42'09" West, 19.24 feet to the west line of said Block 6;
THENCE North 00°56'21" East, along said west line a distance of 5.25 feet to the POINT OF BEGINNING.
[Also identified as Exhibit A hereto.]

and as shown on the document attached hereto, marked as Exhibit "B" and incorporated herein by this reference, the same is hereby vacated and the property lying in said portion of the alleyway described hereinabove, shall be returned and belong to those persons entitled to receive the property in accordance with the law.

Section 2. Constitutionality or Invalidity. If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

Section 3. Implementation. The mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this location.

Ordinance No. 6562
May 19, 2015
3 of 3

Section 4. Effective Date. This Ordinance shall take effect and be in force five (5) days from and after passage, approval, and publication as provided by law.

Section 5. Recordation. The City Clerk is directed to record this Ordinance with the office of the King County Auditor.

FIRST READING: _____
SECOND READING: _____
PASSED: _____
APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

PUBLISHED: _____

Ordinance No. 6562
May 19, 2015
4 of 4

**EXHIBIT A
LEGAL DESCRIPTION
(RIGHT-OF-WAY VACATION)**

That portion of Lot 5, Block 6, Town of Slaughter, according to the plat thereof recorded in volume 2 of plats, page 56, records of King County, Washington lying in the Northeast Quarter of the Southeast Quarter of Section 13, Township 21 North, Range 4 East, W.M., in King County, Washington, and conveyed to the City of Auburn for right-of-way under recording number 20070619000373, records of King County, Washington described as follows:

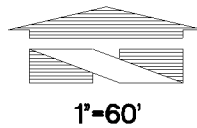
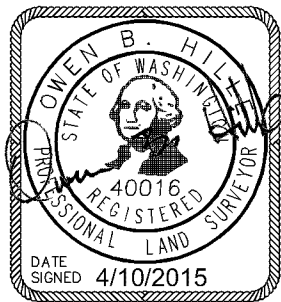
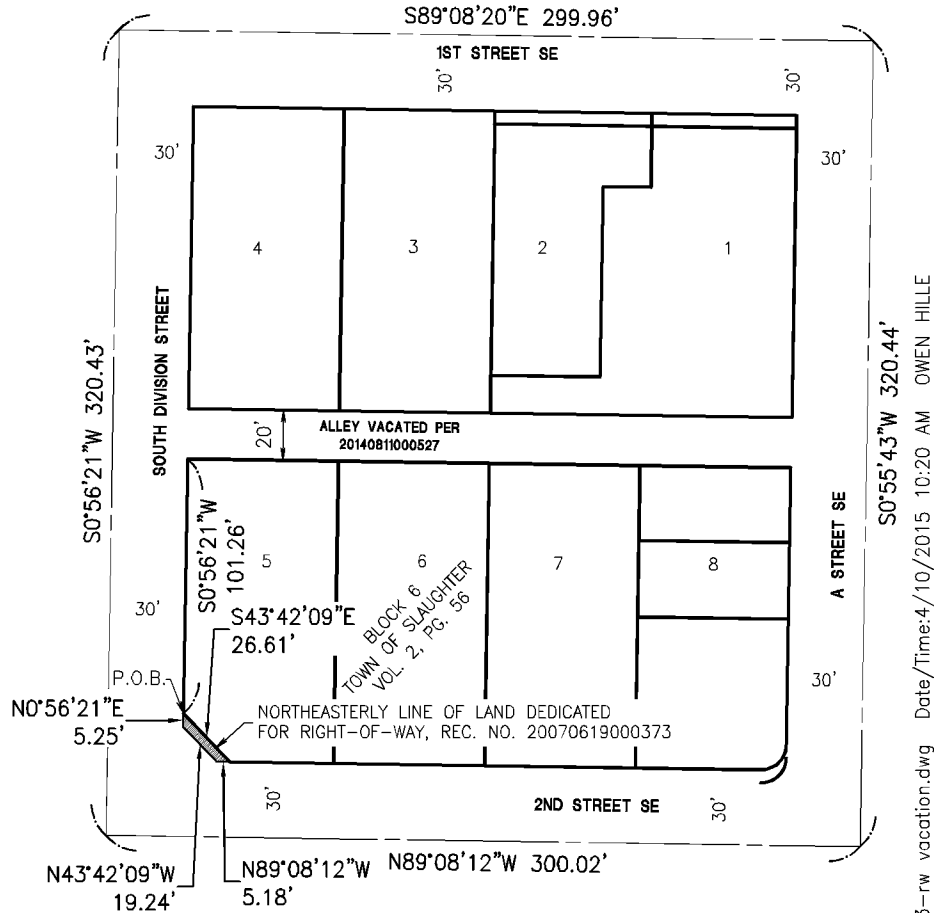
COMMENCING at the northwest corner of Lot 5 of said Block 6;
THENCE South 00°56'21" East, along the west line of said Block 6 a distance of 101.26 feet to the most northerly corner of lands dedicated to City of Auburn for right-of-way as recorded under rec. no. 20070619000373 and being the POINT OF BEGINNING;
THENCE along the northeasterly line of said dedication South 43°42'09" East, 26.61 feet to a point on the south line of said Block 6;
THENCE North 89°08'12" West, along said south line a distance of 5.18 feet;
THENCE North 43°42'09" West, 19.24 feet to the west line of said Block 6;
THENCE North 00°56'21" East, along said west line a distance of 5.25 feet to the POINT OF BEGINNING.

Area of vacation = 84.6 SQ. FT.



Project: Teutsch Partners, LLC
April 7, 2015
16840exh03.dwg
16840L.004.doc
OBH

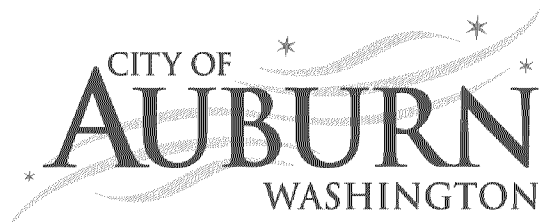
EXHIBIT B **MAP EXHIBIT FOR RIGHT-OF-WAY** **VACATION**



PTN. NE1/4, SE1/4 SEC. 13, T21N, R4E, W.M.

SCALE: HORIZONTAL 1"=60' VERTICAL N/A		For: TEUTSCH PARTNERS, LLC	JOB NUMBER 16840
 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES		Title: RIGHT-OF-WAY VACATION	16840L.004.DOC SHEET 1 of 1
DRAWN OBH		DATE 04/7/2015	

File:P:\16000s\16840\survey\16840exh03-rw vacation.dwg Date/Time:4/10/2015 10:20 AM OWEN HILL



RIGHT-OF-WAY VACATION STAFF REPORT

Right-of-Way (ROW) Vacation Number V1-15

Applicant: City Initiated

Property Location: Right-of-Way located at the northeast corner of South Division Street and 2nd Street SE.

Description of right-of-way:

This ROW proposed for vacation consists of a portion of the northeast corner of South Division Street and 2nd Street SE. The ROW is adjacent to Parcel 7815700300. The proposed area of ROW for vacation is 84.6(+/-) square feet.

The ROW was dedicated by the City for street purposes to satisfy safe bus turning radii in connection with the Urban Center Transportation System Improvements Project (Project #C501A) on March 16, 2007 under Recording Number 20070619000373. Subsequent to the dedication of the ROW, additional improvements were completed at this location with the South Division Street Promenade Project (Project #CP1005) which adjusted the area needed for transit turning radius and removed the need for the ROW that is proposed to be vacated.

See Exhibits "A" and "B" for legal description and survey.

Proposal:

The City proposes to vacate the above described right-of-way to facilitate development of the adjoining parcels.

Applicable Policies & Regulations:

- RCW's applicable to this situation - meets requirements of RCW 35.79.
- MUTCD standards - not affected by this proposal.
- City Code or Ordinances - meets requirements of ACC 12.48.
- Comprehensive Plan Policy - not affected.
- City Zoning Code - not affected.

Public Benefit:

- The vacated area may be subject to property taxes.
- The street vacation decreases the Right-of-Way maintenance obligation of the City.
- The vacation allows the proposed development on the adjacent parcels better placement of the building footprint increasing the setback along A Street SE. This provides for improved sight distance at the intersection of A Street SE and 2nd Street SE and for a wider sidewalk and landscape zone along A Street SE.

Discussion:

The vacation application was circulated to Puget Sound Energy (PSE), Comcast, CenturyLink, and City staff.

1. PSE – No comments received.
2. Comcast – Comcast currently has no facilities in the proposed vacation area and has no objection to the proposed vacation.
3. CenturyLink – Please be advised that Qwest Corporation (d/b/a CenturyLink) currently has no facilities in the area addressed by this action, therefore we have no objection to the street vacation at this time.
4. Water – No comments.
5. Sewer – No comments.
6. Storm –No comments.

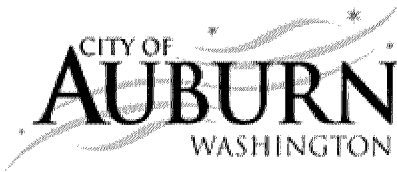
7. Transportation – No comments.
8. Planning – No comments.
9. Fire – No comments.
10. Police – No comments.
11. Streets – No comments.
12. Construction –No comments.
13. Innovation and Technology – No comments.

Assessed Value:

ACC 12.48 states “The city council may require as a condition of the ordinance that the city be compensated for the vacated right-of-way in an amount which does not exceed one-half the value of the right-of-way so vacated, except in the event the subject property or portions thereof were acquired at public expense or have been part of a dedicated public right-of-way for 25 years or more, compensation may be required in an amount equal to the full value of the right-of-way being vacated. The city engineer shall estimate the value of the right-of-way to be vacated based on the assessed values of comparable properties in the vicinity. If the value of the right-of-way is determined by the city engineer to be greater than \$2,000, the applicant will be required to provide the city with an appraisal by an MAI appraiser approved by the city engineer, at the expense of the applicant. The city reserves the right to have a second appraisal performed at the city’s expense.” Note: The city engineer has not required an appraisal for the value of this right-of-way since the right-of-way was acquired through dedication on March 16, 2007 from the City at no cost to the City.

Recommendation:

Staff recommends that the street vacation be granted with no conditions.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6566 (Second Reading)

Date:

July 14, 2015

Department:

Planning and Development

Attachments:

Ordinance No. 6566

Exhibit 2

Exhibit 3

Exhibit 4

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Ordinance No. 6566 approving the Final Plat of Westridge Auburn.

Background Summary:

Justin Lagers, representing Westridge Auburn, LLC, has made application for the Final Plat of "Westridge Auburn" (originally known as "Westridge"); located on the south side of S. 300th St., at its intersection of 61st Ave. S., in the "West Hill" area of the City. This Final Plat subdivides a 19.03-acre site (King County Tax Parcel No. 022104-9027) into 56 single-family residential lots, one tract for stormwater, one tract for open space, one tract for sensitive areas (partial wetland and associated buffer), and dedication of public right-of-way; see Exhibit 2. The preliminary plat was approved by the City of Auburn Hearing Examiner on November 27, 2013 (PLT13-0001) with 15 conditions; see Exhibit 4. In lieu of dedicating park land to the City per ACC 17.14.100, the Applicant elected to pay a fee in the amount of \$158,311 to the park fund; reference the Hearing Examiner's Decision, Condition No. 11. In addition, park impact fees are paid at the time of building permit; these are currently \$3,500 per house.

The plat has been developed in accordance with the R-5 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 15 conditions of the preliminary plat.

A Certificate of Improvements has been issued by the City Engineer, accepting completion of all required plat improvements; except the following items which the Developer has bonded for (see Exhibit 3):

1. Final lift of asphalt; and,

2. Sod installation and Roundup application.

The various divisions of the Community Development and Public Works Department have reviewed the Final Plat Map of Westridge Auburn and find that all requirements have been met.

Reviewed by Council Committees:

Other: Bld., Pln., Fire, Legal, Surveying, & PW

Councilmember:

Staff:

Snyder

Meeting Date: July 20, 2015

Item Number: ORD.B

ORDINANCE NO. 6 5 6 6

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE FINAL PLAT OF WESTRIDGE AUBURN

WHEREAS, the City of Auburn received a final plat application for the Plat of Westridge Auburn, Application No. PLT14-0010, 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. Westridge Auburn, LLC has made application for the Final Plat of "Westridge Auburn".
2. The Preliminary Plat of "Westridge Auburn" (PLT13-0001) [originally known as "Westridge"] was approved by the City's Hearing Examiner on November 27, 2013, as a single phase.
3. The Plat of "Westridge Auburn" has been developed in accordance with all applicable conditions of the Preliminary Plat.
4. A Certificate of Improvements has been issued by the City Engineer. The applicant has provided a security in lieu of completion for the outstanding improvements which includes the final lift of asphalt, and sod installation and Roundup application.

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 "Westridge Auburn" is consistent with the Comprehensive Plan.
3. The Plat meets the requirements of Chapter 58.17 RCW.

Ordinance No. 6566
June 29, 2015
Page 1 of 1

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Approval. Westridge Auburn, a subdivision involving property located within the City of Auburn, Washington, which plat is legally described on Sheet 1 of 10 of the Final Plat and set forth below:

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON. EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 8711020577.

[King County Tax Parcel No. 022104-9027]

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

Ordinance No. 6566
June 29, 2015
Page 2 of 2

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.

FIRST READING: _____

SECOND READING: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN

NANCY BACKUS,
MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Published: _____

Ordinance No. 6566
June 29, 2015
Page 3 of 3

WESTRIDGE AUBURN
A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER,
SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.,
CITY OF AUBURN, KING COUNTY, WASHINGTON

LEGAL DESCRIPTION

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 8711020577.

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 PURPOSE 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 COSTS 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, ITS 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.

WESTRIDGE AUBURN, LLC,
A WASHINGTON LIMITED LIABILITY COMPANY

ALCO INVESTMENT COMPANY,
A WASHINGTON CORPORATION

BY:
ITS:

BY:
ITS:

ACKNOWLEDGMENTS

STATE OF WASHINGTON }
COUNTY OF _____ } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ SIGNED THIS INSTRUMENT ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF WESTRIDGE AUBURN, LLC, A WASHINGTON LIMITED LIABILITY COMPANY TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

PRINTED NAME _____

COMMISSION EXPIRES _____

STATE OF WASHINGTON }
COUNTY OF _____ } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ SIGNED THIS INSTRUMENT ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF ALCO INVESTMENT COMPANY, A WASHINGTON CORPORATION TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

PRINTED NAME _____

COMMISSION EXPIRES _____

APPROVALS**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

COMMUNITY DEVELOPMENT ASSISTANT 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 THE HEARING EXAMINER ON THE 27TH DAY OF NOVEMBER, 2013.

AUBURN ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT

APPROVAL

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____, PURSUANT TO ORDINANCE NUMBER _____, ADOPTED BY THE AUBURN COUNCIL ON THE _____ DAY OF _____, 20____.

MAYOR

ATTEST:

AUBURN CITY CLERK

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

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____.

KING COUNTY ASSESSOR

DEPUTY COUNTY ASSESSOR

KING COUNTY PARCEL NO. 0221049027

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF WESTRIDGE AUBURN IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 2, 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, AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

Stephen J. Schrei
STEPHEN J. SCHREI, PROFESSIONAL LAND SURVEYOR.
CERTIFICATE NO. 37555
D.R. STRONG CONSULTING ENGINEERS
620 7TH AVE.
KIRKLAND, WASHINGTON 98033
PHONE: (425) 827-3063

4/2/15
DATE

RECORDING CERTIFICATE
FILED FOR RECORD AT THE REQUEST OF WESTRIDGE AUBURN, LLC, THIS _____ DAY OF _____, 20____.

AT _____ MINUTES PAST _____ M. AND RECORDED IN VOLUME _____ OF PLATS, PAGE(S) _____, AFN _____ RECORDS OF KING COUNTY, WASHINGTON.

MANAGER

SUPERINTENDENT OF RECORDS



D.R. STRONG
CONSULTING ENGINEERS
ENGINEERS PLANNERS SURVEYORS

620 - 7th AVENUE KIRKLAND, WA 98033
O 425.827.3063 F 425.827.2423

WESTRIDGE AUBURN

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER,
SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.,
CITY OF AUBURN, KING COUNTY, WASHINGTON

VOL./PAGE

EASEMENT PROVISIONS

1. A PRIVATE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO PUGET SOUND ENERGY COMPANY, CENTURY LINK, COMCAST AND ANY OTHER PRIVATE UTILITY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON TRACT E AND THE EXTERIOR 10 FEET OF ALL LOTS AND TRACTS, PARALLEL WITH AND ADJOINING THE EXISTING OR PROPOSED PUBLIC RIGHT-OF-WAY, 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 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 1 IS FOR THE BENEFIT OF LOT 2 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 1 AND 2 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
3. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 3 IS FOR THE BENEFIT OF LOT 4 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 3 AND 4 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
4. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 5 IS FOR THE BENEFIT OF LOT 6 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 5 AND 6 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
5. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 8 AND 10 IS FOR THE BENEFIT OF LOTS 10 AND 11 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 9, 10 AND 11 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
6. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 12, 13 AND 14 IS FOR THE BENEFIT OF LOTS 13, 14 AND 15 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 12, 13, 14 AND 15 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
7. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 17, 18, AND 19 IS FOR THE BENEFIT OF LOTS 16, 17 AND 18 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 16, 17 AND 18 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
8. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 19 AND 20 IS FOR THE BENEFIT OF LOTS 20 AND 21 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 19 AND 20 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
9. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 23, 24, 25 AND 26 IS FOR THE BENEFIT OF LOTS 22, 23, 24 AND 25 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 22, 23, 24, 25 AND 26 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
10. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 28, 29, 30 AND 31 IS FOR THE BENEFIT OF LOTS 28, 29 AND 30 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 28, 29, 30 AND 31 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
11. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 33 IS FOR THE BENEFIT OF LOT 32 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 32 AND 33 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
12. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 35 AND 36 IS FOR THE BENEFIT OF LOTS 34, 36 AND 37 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 34, 35, 36 AND 37 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
13. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 38, 39 AND 40 IS FOR THE BENEFIT OF LOTS 36, 40 AND 41 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 38, 39, 40 AND 41 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
14. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 42 AND 43 IS FOR THE BENEFIT OF LOTS 43 AND 44 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 42, 43 AND 44 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
15. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 45, 46 AND 47 IS FOR THE BENEFIT OF LOTS 46, 47 AND 48 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 45, 46, 47 AND 48 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
16. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 51, 52 AND 53 IS FOR THE BENEFIT OF LOTS 50, 51 AND 52 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 50, 51 AND 52 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
17. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 54 AND 55 IS FOR THE BENEFIT OF LOTS 54 AND 55 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 54 AND 55 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
18. THE 15 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON TRACT D IS HEREBY RESERVED FOR AND GRANTED TO THE WESTRIDGE HOMEOWNERS ASSOCIATION FOR PRIVATE STORM DRAINAGE FACILITIES. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
19. THE 10 FOOT BY 10 FOOT PRIVATE WATER EASEMENT SHOWN ON LOT 6 IS FOR THE BENEFIT OF LOT 7 FOR PRIVATE WATER FACILITIES. THE OWNERS OF SAID LOT 7 IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR PRIVATE WATER FACILITIES WITHIN SAID EASEMENT.
20. THE 10 FOOT BY 10 FOOT PRIVATE WATER EASEMENT SHOWN ON LOT 9 IS FOR THE BENEFIT OF LOT 8 FOR PRIVATE WATER FACILITIES. THE OWNERS OF SAID LOT 8 IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR PRIVATE WATER FACILITIES WITHIN SAID EASEMENT.
21. THE 20 FOOT TEMPORARY EMERGENCY VEHICLE ACCESS EASEMENT SHOWN ON TRACT C AND TRACT D IS HEREBY RESERVED, GRANTED AND CONVEYED TO THE VALLEY REGIONAL FIRE AUTHORITY FOR EMERGENCY VEHICLE ACCESS. THE WESTRIDGE HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE EMERGENCY VEHICLE ACCESS FACILITIES WITHIN SAID EASEMENT. SAID TEMPORARY EMERGENCY VEHICLE EASEMENT SHALL AUTOMATICALLY EXPIRE WHEN S. 320TH STREET IS DEVELOPED AND CONNECTED WESTERLY, PROVIDING A SECOND ACCESS TO THE SITE.
22. INTENTIONALLY OMITTED.
23. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 34 THROUGH 37 AND LOTS 38 THROUGH 44 IS HEREBY RESERVED FOR AND GRANTED TO THE WESTRIDGE AUBURN HOMEOWNERS ASSOCIATION FOR PRIVATE STORM DRAINAGE FACILITIES. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
24. THE 10 FOOT PRIVATE WALL AND STORM DRAINAGE EASEMENT SHOWN ON LOTS 8 THROUGH 17 IS HEREBY RESERVED FOR AND GRANTED TO THE WESTRIDGE AUBURN HOMEOWNERS ASSOCIATION FOR PRIVATE RETAINING WALL AND ASSOCIATED STORM DRAINAGE FACILITIES. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE RETAINING WALL AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
25. THE 5 FOOT PRIVATE WALL AND STORM DRAINAGE EASEMENT SHOWN ON LOT 45 IS FOR THE BENEFIT OF LOT 46 FOR PRIVATE RETAINING WALL AND ASSOCIATED STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOT 46 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE RETAINING WALL AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
26. THE SIGHT DISTANCE EASEMENT SHOWN ON LOTS 1, 2 AND 3 IS HEREBY RESERVED FOR AND GRANTED TO THE WESTRIDGE AUBURN 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.
27. THE PRIVATE ENTRY MONUMENT EASEMENT SHOWN ON TRACT A IS HEREBY RESERVED FOR AND GRANTED TO THE WESTRIDGE AUBURN HOMEOWNERS ASSOCIATION. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE ENTRY MONUMENT FACILITIES WITHIN SAID EASEMENT.
28. THE 5 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 2 THROUGH 9 AND TRACT E IS HEREBY RESERVED FOR AND GRANTED TO THE WESTRIDGE AUBURN HOMEOWNERS ASSOCIATION FOR PRIVATE STORM DRAINAGE FACILITIES. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.

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 PURPOSE OF LAYING, MAINTAINING, INSTALLING, CONVEYING, STORING, MANAGING, AND FACILITATING STORM AND SURFACE WATER, AND APPURTENANCES THEREOF, 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 THEREFOR.

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, RAILROAD, 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, GRAVELLED, OR OTHERWISE IMPROVED DRIVEWAYS OR PARKING LOTS WITHIN THE PARENT PARCEL. IF DIRECT 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 PARCEL'S 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 FACILITIES. 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 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 THE 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 EASEMENTS 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 EASEMENT 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 OWNER(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 THEREON WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFOR; 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 THE 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.

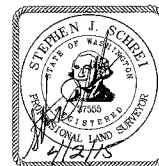
THIS COVENANT SHALL RUN WITH THE LAND AND IS BINDING UPON THE OWNER(S) OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

SENSITIVE AREA TRACT AND EASEMENT

DEDICATION OF A SENSITIVE AREA TRACT CONTAINING A SENSITIVE AREA EASEMENT AND DEDICATION OF A SENSITIVE AREA BUFFER EASEMENT CONVEYS TO THE PUBLIC A BENEFICIAL INTEREST IN THE LAND WITHIN THE SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER AND SENSITIVE AREA BUFFER EASEMENT. THIS INTEREST INCLUDES THE PRESERVATION OF NATURAL VEGETATION FOR ALL PURPOSES THAT BENEFIT THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING CONTROL OF SURFACE WATER AND EROSION, MAINTENANCE OF SLOPE STABILITY, VISUAL AND AURAL BUFFERING, AND PROTECTION OF WATER QUALITY, PLANT ECOLOGY AND ANIMAL HABITAT. THE SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER AND/OR SENSITIVE AREA BUFFER EASEMENT IMPOSES UPON ALL PRESENT AND FUTURE OWNERS AND OCCUPERS OF THE LAND SUBJECT TO SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER AND/OR SENSITIVE AREA BUFFER EASEMENT THE OBLIGATION, ENFORCEABLE ON BEHALF OF THE PUBLIC BY THE CITY OF AUBURN, TO LEAVE UNDISTURBED ALL TREES AND OTHER VEGETATION WITHIN THE SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER AND/OR SENSITIVE AREA BUFFER EASEMENT. THE VEGETATION WITHIN THE TRACT/SENSITIVE AREA AND BUFFER MAY NOT BE CUT, PRUNED, COVERED BY FILL, REMOVED OR DAMAGED WITHOUT APPROVAL IN WRITING FROM THE CITY OF AUBURN OR ITS SUCCESSOR AGENCY, UNLESS OTHERWISE PROVIDED BY LAW.

THE COMMON BOUNDARY BETWEEN THE SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER AND/OR SENSITIVE AREA BUFFER EASEMENT AND THE AREA OF DEVELOPMENT ACTIVITY MUST BE MARKED OR OTHERWISE FLAGGED TO THE SATISFACTION OF THE CITY OF AUBURN PRIOR TO ANY CLEARING, GRADING, BUILDING CONSTRUCTION OR OTHER DEVELOPMENT ACTIVITY ON A LOT SUBJECT TO THE SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER AND/OR SENSITIVE AREA BUFFER EASEMENT. THE REQUIRED MARKING OR FLAGGING SHALL REMAIN IN PLACE UNTIL ALL DEVELOPMENT PROPOSAL ACTIVITIES IN THE VICINITY OF THE SENSITIVE AREA ARE COMPLETED.

THE CITY SHALL BE ALLOWED TO ENTER UPON TRACT B FOR THE PURPOSES OF MONITORING, MAINTAINING, PRESERVING, AND ENHANCING FUNCTIONS RELATED TO THE ON-SITE MITIGATION AREAS LOCATED WITHIN SAID TRACT. THE CITY SHALL BE PERMITTED TO ENTER ONTO THE TRACT B AT ALL REASONABLE TIMES TO MONITOR AND MAINTAIN THE ON-SITE WETLAND AND STREAM AREAS OR WETLAND AND STREAM FUNCTIONS SUCH AS RECHARGE, CONVEYANCE OR STORAGE OF STORM WATER. THE RIGHT OF ACCESS HOWEVER DOES NOT ESTABLISH AN OBLIGATION ON THE PART OF THE CITY FOR MAINTENANCE. THE CITY SHALL HAVE THE RIGHT OF ACCESS OVER, UNDER, AND ACROSS TRACT C FOR THE PURPOSE OF ACCESSING TRACT B.



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WESTRIDGE AUBURN

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER,
SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.,
CITY OF AUBURN, KING COUNTY, WASHINGTON

HOMEOWNERS ASSOCIATION COVENANT

THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE WESTRIDGE AUBURN HOMEOWNERS ASSOCIATION RECORDED UNDER KING COUNTY RECORDING NUMBER _____, 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 1 THROUGH 56 INCLUSIVE, THEIR HEIRS, SUCCESSORS AND ASSIGNS, SHOULD THE WESTRIDGE AUBURN HOMEOWNERS ASSOCIATION BE DISSOLVED OR OTHERWISE CEASE TO FUNCTION. OWNERSHIP OF LOTS 1 THROUGH 56, INCLUSIVE WILL INCLUDE AN EQUAL AND UNDIVIDED INTEREST IN TRACTS B, C, D AND E, TOGETHER WITH AN EQUAL RESPONSIBILITY FOR THE MAINTENANCE RESPONSIBILITIES FOR SAID TRACTS.

TRACT SCHEDULE

TRACT	SIZE	OWNERSHIP	PURPOSE
A	41,734 SQ. FT.	THE CITY OF AUBURN	PUBLIC STORM DRAINAGE
B	5,162 SQ. FT.	THE WESTRIDGE AUBURN HOMEOWNERS ASSOCIATION	SENSITIVE AREA TRACT
C	24,247 SQ. FT.	THE WESTRIDGE AUBURN HOMEOWNERS ASSOCIATION	OPEN SPACE
D	240,074 SQ. FT.	THE WESTRIDGE AUBURN HOMEOWNERS ASSOCIATION	OPEN SPACE
E	1,431 SQ. FT.	THE WESTRIDGE AUBURN HOMEOWNERS ASSOCIATION	PRIVATE ACCESS AND UTILITY

TRACT NOTES

- TRACT A IS A PUBLIC STORM DRAINAGE TRACT AND IS CONVEYED TO THE CITY OF AUBURN OR ITS SUCCESSOR AGENCY FOR PUBLIC DRAINAGE PURPOSES UPON THE RECORDING OF THIS PLAT. THE WESTRIDGE HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THOSE PORTIONS OF SAID TRACT, INCLUDING LANDSCAPING AND WALLS, LOCATED OUTSIDE THE FENCED POND BOUNDARY, OR IF NO FENCE IS PROVIDED, OUTSIDE THE 10-YEAR STORM WATER SURFACE ELEVATION, AS DETERMINED BY THE CITY ENGINEER.
- TRACT B IS A SENSITIVE AREA TRACT AND IS HEREBY CONVEYED TO THE WESTRIDGE AUBURN HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE ASSOCIATED WITH SAID TRACT. THE CITY OF AUBURN SHALL BE ALLOWED TO ENTER UPON SAID TRACT B IN CONNECTION WITH MONITORING, MAINTAINING, PRESERVING AND ENHANCING THE ON-SITE WETLANDS AND THE ASSOCIATED BUFFER AREAS.
- TRACTS C AND D ARE OPEN SPACE TRACTS AND ARE HEREBY CONVEYED TO THE WESTRIDGE AUBURN HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE ASSOCIATED WITH SAID TRACTS.
- TRACT E IS A PRIVATE ACCESS AND UTILITY TRACT AND IS HEREBY CONVEYED TO THE WESTRIDGE AUBURN HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE ACCESS FACILITIES WITHIN SAID TRACTS. AN EASEMENT OVER SAID TRACT IS HEREBY RESERVED FOR THE BENEFIT OF LOTS 7 AND 8 FOR PRIVATE UTILITIES AND STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 7 AND 8 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE UTILITY AND STORM DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

CITY OF AUBURN STREET ADDRESS

LOT NO.	HOUSE NUMBER	STREET NAME	LOT NO.	HOUSE NUMBER	STREET NAME
1	6090	S. 301ST ST.	29	6061	S. 302ND ST.
2	6078	S. 301ST ST.	30	6073	S. 302ND ST.
3	6066	S. 301ST ST.	31	6085	S. 302ND ST.
4	6054	S. 301ST ST.	32	6091	S. 302ND ST.
5	6042	S. 301ST ST.	33	6087	S. 302ND ST.
6	6030	S. 301ST ST.	34	30178	61ST AVE. S.
7	6018	S. 301ST ST.	35	30160	61ST AVE. S.
8	6006	S. 301ST ST.	36	30146	61ST AVE. S.
9	30107	60TH AVE. S.	37	30128	61ST AVE. S.
10	30115	60TH AVE. S.	38	30111	61ST AVE. S.
11	30123	60TH AVE. S.	39	30125	61ST AVE. S.
12	30135	60TH AVE. S.	40	30139	61ST AVE. S.
13	30149	60TH AVE. S.	41	30153	61ST AVE. S.
14	30163	60TH AVE. S.	42	30167	61ST AVE. S.
15	30175	60TH AVE. S.	43	30181	61ST AVE. S.
16	30183	60TH AVE. S.	44	30195	61ST AVE. S.
17	30191	60TH AVE. S.	45	6090	S. 302ND ST.
18	30199	60TH AVE. S.	46	6082	S. 302ND ST.
19	6028	S. 302ND ST.	47	6070	S. 302ND ST.
20	6020	S. 302ND ST.	48	6058	S. 302ND ST.
21	6008	S. 302ND ST.	49	6050	S. 302ND ST.
22	6001	S. 302ND ST.	50	30180	60TH AVE. S.
23	6007	S. 302ND ST.	51	30168	60TH AVE. S.
24	6013	S. 302ND ST.	52	30156	60TH AVE. S.
25	6025	S. 302ND ST.	53	30144	60TH AVE. S.
26	6031	S. 302ND ST.	54	30132	60TH AVE. S.
27	6043	S. 302ND ST.	55	30120	60TH AVE. S.
28	6055	S. 302ND ST.	56	30108	60TH AVE. S.

NOTES/RESTRICTIONS

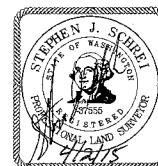
- THE ROAD AND STORM DRAINAGE SYSTEMS SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED PLAN AND PROFILE, PLAN NO. FAC14-0001 ON FILE WITH THE CITY OF AUBURN. ANY DEVIATION FROM THE APPROVED PLAN WILL REQUIRE WRITTEN APPROVAL FROM THE CITY.
- PRIOR TO BUILDING CONSTRUCTION ON ALL LOTS, TEMPORARY EROSION 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 DESIGNATED FOR SHEET FLOW TO THE ADJACENT SENSITIVE AREAS, OR ALLOWED TO BE TREATED ONSITE, SHALL BE TIGHTENED TO THE PUBLIC ROADWAY DRAINAGE SYSTEM AND SHALL BE INSPECTED BY CITY OF AUBURN FOR COMPLIANCE WITH THE CSWPPP PRIOR TO FINAL APPROVAL.
- 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 STORM DRAINAGE EASEMENTS AND THE MAINTENANCE RESPONSIBILITIES RELATED THERETO HAVE BEEN IDENTIFIED HEREIN.
- EXISTING FENCE ENCROACHMENTS HAVE BEEN SHOWN PURSUANT TO RCW 5.1.7.255 AND SHALL BE DISCLOSED IN THE TITLE REPORT PREPARED BY THE TITLE INSURER AND ISSUED AFTER THE FILING OF THIS FINAL PLAT.
- WHENEVER ANY RIGHT OF WAY LANDSCAPING IN THE CITY OF AUBURN HAS BEEN IMPROVED, INCLUDING BUT NOT LIMITED TO THE PLANTING OF SHRUBS, PLANTS, GRASS, OR OTHER LANDSCAPING IMPROVEMENTS, THE DUTY, BURDEN, AND EXPENSE OF MAINTENANCE, WATERING, AND GENERAL UPKEEP OF SUCH LANDSCAPING SHALL DEVOLVE UPON THE OWNER OF THE PRIVATE PROPERTY DIRECTLY ABUTTING THE SIDEWALK ADJACENT TO THE LANDSCAPED AREA OR ABUTTING THE LANDSCAPED AREA.

TITLE RESTRICTIONS:

- THIS SITE IS SUBJECT 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 KING COUNTY WATER DISTRICT NO. 124 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8106101096.
- THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF THE UNITED STATES OF AMERICA FOR AN ELECTRIC TRANSMISSION LINE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 3152499 AND IS SHOWN HEREON.
- THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF THE UNITED STATES OF AMERICA FOR AN ELECTRIC TRANSMISSION LINE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 3251577 AND IS SHOWN HEREON.
- THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF THE UNITED STATES OF AMERICA FOR AN ELECTRIC TRANSMISSION LINE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 5027595 AND IS SHOWN HEREON.
- THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF OLYMPIC PIPE LINE COMPANY FOR A GAS PIPELINE OR PIPELINES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 5715181 AND IS SHOWN APPROXIMATELY HEREON.
- THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND ENERGY, INC., FOR AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 6129173 AND IS SHOWN HEREON.
- THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND ENERGY, INC. FOR AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 6287305 AND MODIFICATION AND/OR AMENDMENT THERETO AS DISCUSSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 7302200527 AND IS SHOWN HEREON.
- THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF THE CITY OF TACOMA FOR A WATER PIPELINE OR PIPELINES RESULTING FROM KING COUNTY SUPERIOR COURT CAUSE NUMBER 791311 AND IS SHOWN HEREON.
- THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF THE CITY OF TACOMA FOR A WATER PIPELINE OR PIPELINES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 7312270294 AND IS SHOWN HEREON AND IS SHOWN HEREON.
- THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A WATER PIPELINE STANDARD CROSSING PERMIT BETWEEN OLYMPIC PIPELINE COMPANY AND THE CITY OF TACOMA AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 7502190280 AND IS SHOWN HEREON.
- THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A RIGHT OF WAY PERMIT BETWEEN PACIFIC NORTHWEST BELL TELEPHONE COMPANY AND THE CITY OF TACOMA AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 7606150245. THE LEGAL DESCRIPTION INCLUDED IN SAID INSTRUMENT IS INSUFFICIENT TO DETERMINE ITS EXACT LOCATION WITHIN THIS SITE.
- THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT FOR DRIVEWAY FOR INGRESS AND EGRESS IN FAVOR OF JAMES L. AND E. MARLENE STICE AND SUCCESSORS AND ASSIGNS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 8407110828 AND IS SHOWN HEREON.
- THIS SITE IS SUBJECT TO THE RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS FOR ROAD AS GRANTED BY DEED RECORDED UNDER RECORDING NUMBER 8711020577.
- THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN LAKEHAVEN UTILITY DISTRICT AND PNW HOLDINGS, L.L.C., AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20140110000084.
- THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND ENERGY, INC., FOR AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20140619000428.
- THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF THE CITY OF AUBURN FOR A TEMPORARY CUL-DE-SAC EASEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20150327000325.

LAKEHAVEN UTILITY DISTRICT EASEMENT PROVISION

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 EASEMENT" (SSE) 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 ERRECTED 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 KIND 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 GRANTOR 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 FEET (3') MEASURED HORIZONTALLY FOR PARALLEL ALIGNMENTS, OR WITHIN SIX INCHES (6") 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.



D.R. STRONG
CONSULTING ENGINEERS
ENGINEERS PLANNERS SURVEYORS
620 - 7th AVENUE KIRKLAND, WA 98033
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WESTRIDGE AUBURN

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER,
SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.,
CITY OF AUBURN, KING COUNTY, WASHINGTON

SURVEY NOTES

1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM FIRST AMERICAN TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE ORDER NO. 5003353-2307534 DATED MARCH 27, 2015. IN PREPARING THIS MAP, D.R. STRONG CONSULTING ENGINEERS INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS D.R. STRONG CONSULTING ENGINEERS INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY REFERENCED FIRST AMERICAN TITLE INSURANCE COMPANY GUARANTEE. D.R. STRONG CONSULTING ENGINEERS INC. HAS RELIED WHOLLY ON FIRST AMERICAN TITLE COMPANY REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFOR D.R. STRONG CONSULTING ENGINEERS INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.

2. EXCEPT AS NOTED OTHERWISE, ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN DECEMBER, 2004.

3. PROPERTY AREA = 840,785± SQUARE FEET (19.3018± ACRES).

4. ALL DISTANCES ARE IN FEET.

5. THIS IS A FIELD TRAVERSE SURVEY. A LEICA 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.

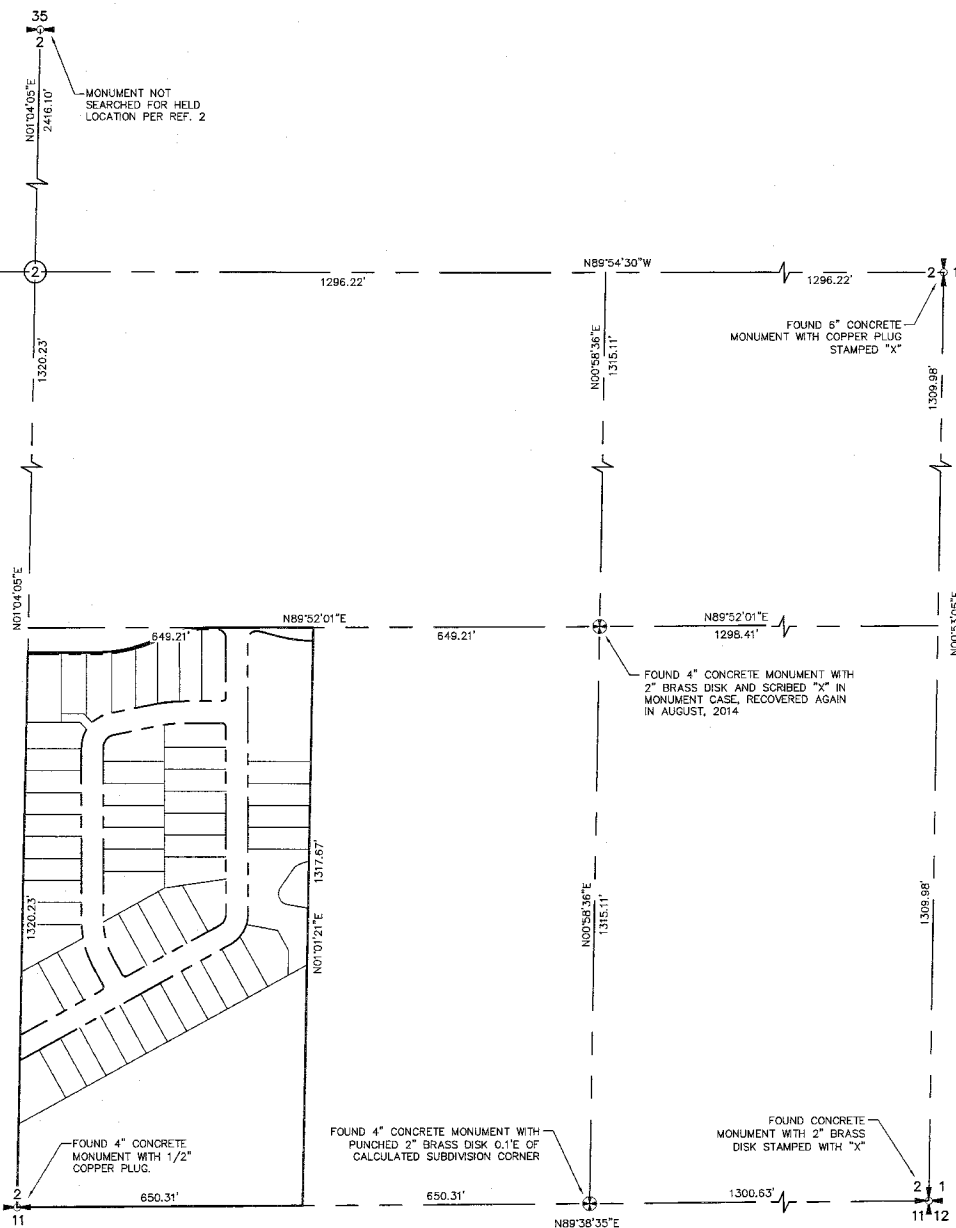
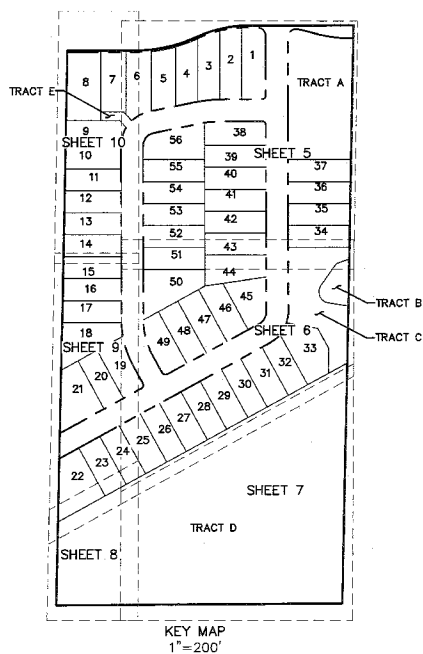
REFERENCES

1. KING COUNTY SHORT PLAT NUMBER 883127, RECORDED UNDER RECORDING NUMBER 8412100260.

2. PARK RIDGE AND PARK RIDGE PHASE II RECORDED IN VOLUME 139 OF PLATS, PAGES 1-5, UNDER RECORDING NUMBER 8710200897.

3. THE PLAT OF BRISTOL HEIGHTS RECORDED IN VOLUME 146 OF PLATS, PAGES 44 THROUGH 46, UNDER RECORDING NUMBER 8906270743.

4. THE PLAT OF WYNCREST RECORDED IN VOLUME 266 OF PLATS, PAGES 52 THROUGH 56, UNDER RECORDING NUMBER 20140806001551.

**NORTH**

GRAPHIC SCALE
0 100' 200' 400'
1 INCH = 200 FT.

BASIS OF BEARINGS

N00°53'05"E BETWEEN THE MONUMENTS FOUND IN PLACE AT THE SOUTHEAST SECTION CORNER AND THE EAST QUARTER CORNER OF SECTION 2-21-4

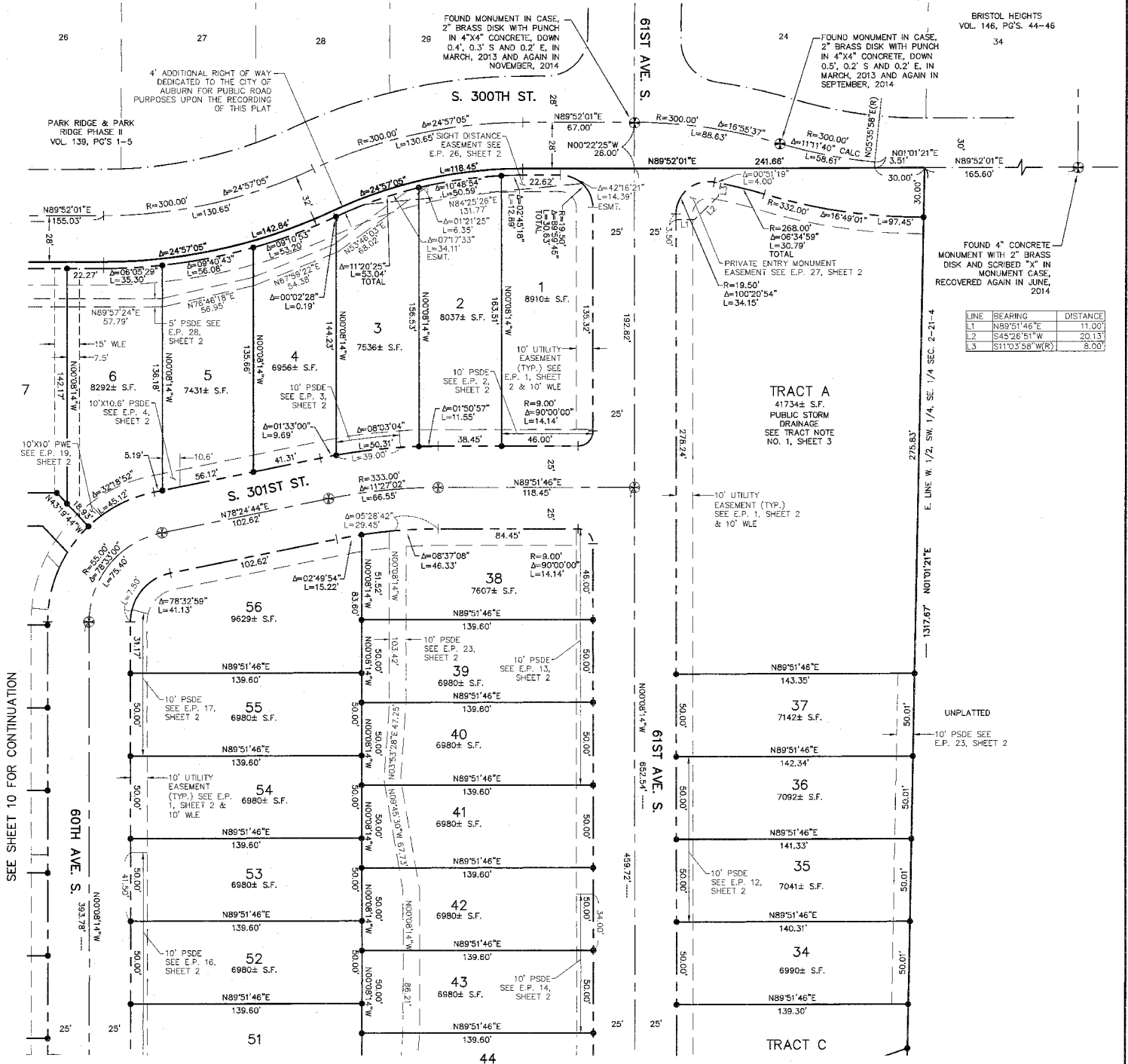


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WESTRIDGE AUBURN

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER,
SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.,
CITY OF AUBURN, KING COUNTY, WASHINGTON



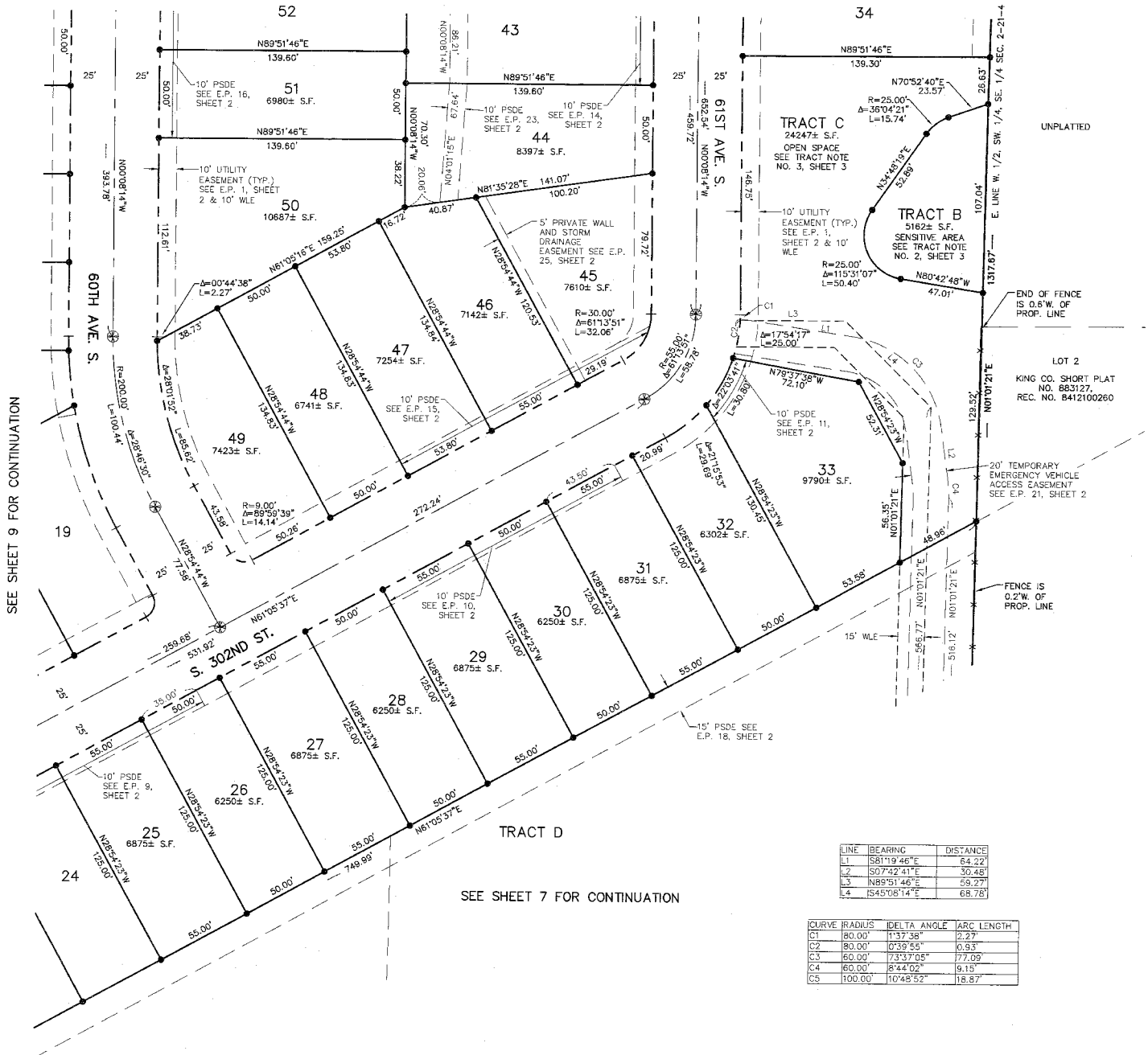
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WESTRIDGE AUBURN

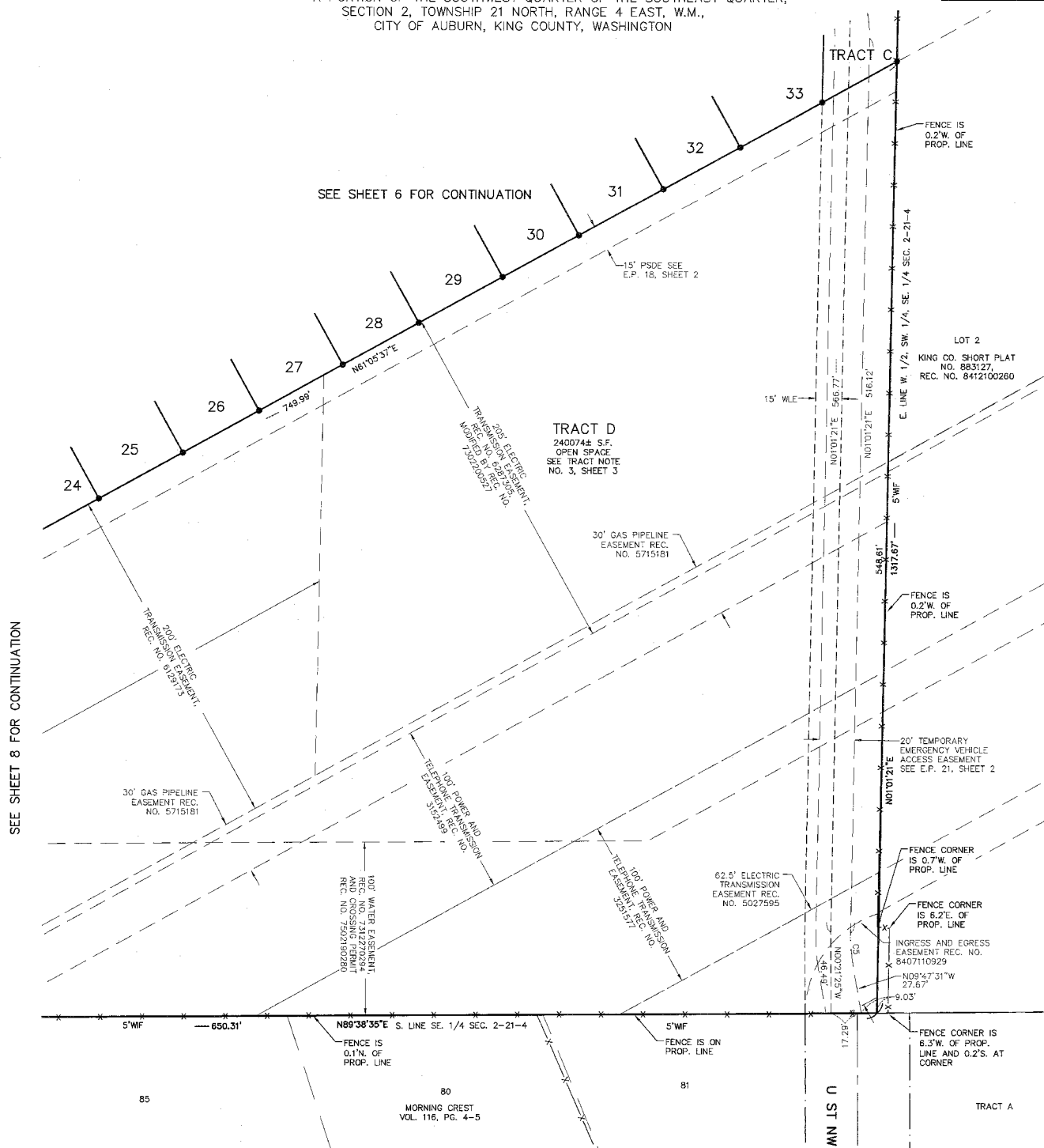
A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER,
SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.,
CITY OF AUBURN, KING COUNTY, WASHINGTON

SEE SHEET 5 FOR CONTINUATION



WESTRIDGE AUBURN

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER,
SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.,
CITY OF AUBURN, KING COUNTY, WASHINGTON

**LEGEND:**

- ⊕ FOUND MONUMENT AS NOTED
- ⊕ SET STANDARD CITY OF AUBURN
MONUMENT WITH BRASS DISK STAMPED
"DRS 37555" IN MONUMENT CASE.
- FOUND CORNER MONUMENT AS AS
NOTED.
- SET 5/8" X 24" REBAR WITH PLASTIC
CAP STAMPED "DRS 37555"
- PSDE PRIVATE STORM DRAINAGE EASEMENT
- PWE PRIVATE WATER EASEMENT
- E.P. EASEMENT PROVISION
- WLE WATER LINE EASEMENT TO LAKEHAVEN
UTILITY DISTRICT

**NORTH**

GRAPHIC SCALE
0 20' 40' 80'
1 INCH = 40 FT.

BASIS OF BEARINGS:

N00°3'05"E BETWEEN THE MONUMENTS
FOUND IN PLACE AT THE SOUTHEAST
SECTION CORNER AND THE EAST
QUARTER CORNER OF SECTION 2-21-4

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
CS	100.00'	10°48'52"	18.87'



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SEE SHEET 9 FOR CONTINUATION

29

28

27

26

25

24

23

22

15' PSDE. SEE E.P. 18, SHEET 2

TRACT D
240074± S.F.
OPEN SPACE
SEE TRACT NOTE
NO. 3, SHEET 3

749.99'

N81°08'57"E

200' ELECTRIC EASEMENT
REC. NO. 6123173

30' GAS PIPELINE
EASEMENT REC.
NO. 5715181

100' WATER EASEMENT
REC. NO. 7502190280

100' POWER AND
TELEPHONE EASEMENT
REC. NO. 5124569

200' ELECTRIC EASEMENT
REC. NO. 62209257

W. LINE SE 1/4 SEC. 2-21-4 N01°04'05"E 1264.22'

N89°38'35"E 5'WIF 650.31'

S. LINE SE 1/4 SEC. 2-21-4

FOUND 4" CONCRETE MONUMENT WITH 1/2" COPPER PLUG. FENCE IS 0.2'W.X1.3'. OF CORNER

FENCE IS 0.7'S. OF PROP. LINE

FENCE IS 0.1'N. OF PROP. LINE

85

80

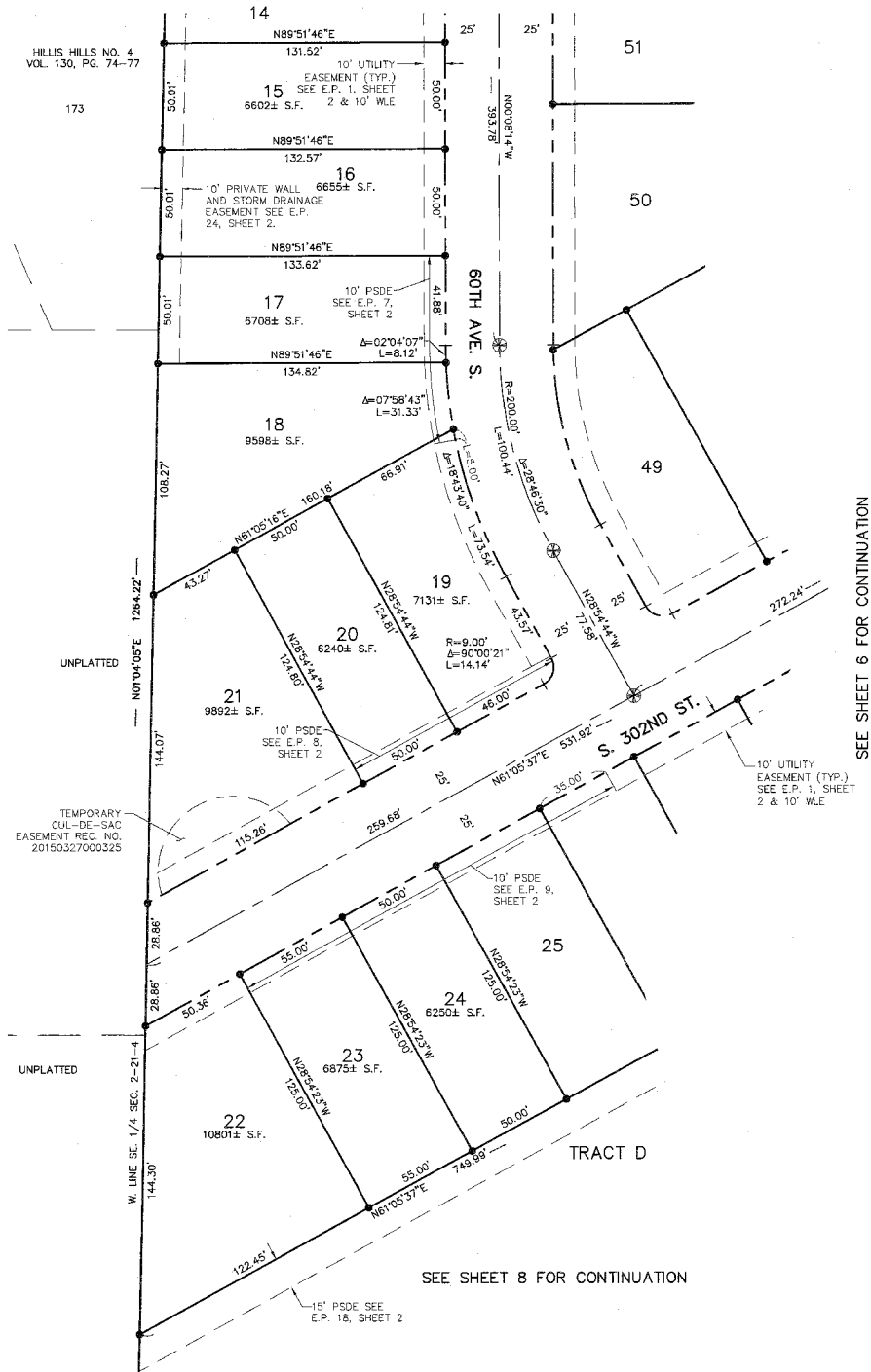
MORNING CREST
VOL. 116, PG. 4-5

JOB NO. 13012

WESTRIDGE AUBURN

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER,
SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.,
CITY OF AUBURN, KING COUNTY, WASHINGTON

SEE SHEET 10 FOR CONTINUATION



NORTH

GRAPHIC SCALE
0 20' 40' 80'
1 INCH = 40 FT.

BASIS OF BEARINGS:
N00°33'05"E BETWEEN THE MONUMENTS
FOUND IN PLACE AT THE SOUTHEAST
QUARTER CORNER AND THE EAST
QUARTER CORNER OF SECTION 2-21-4

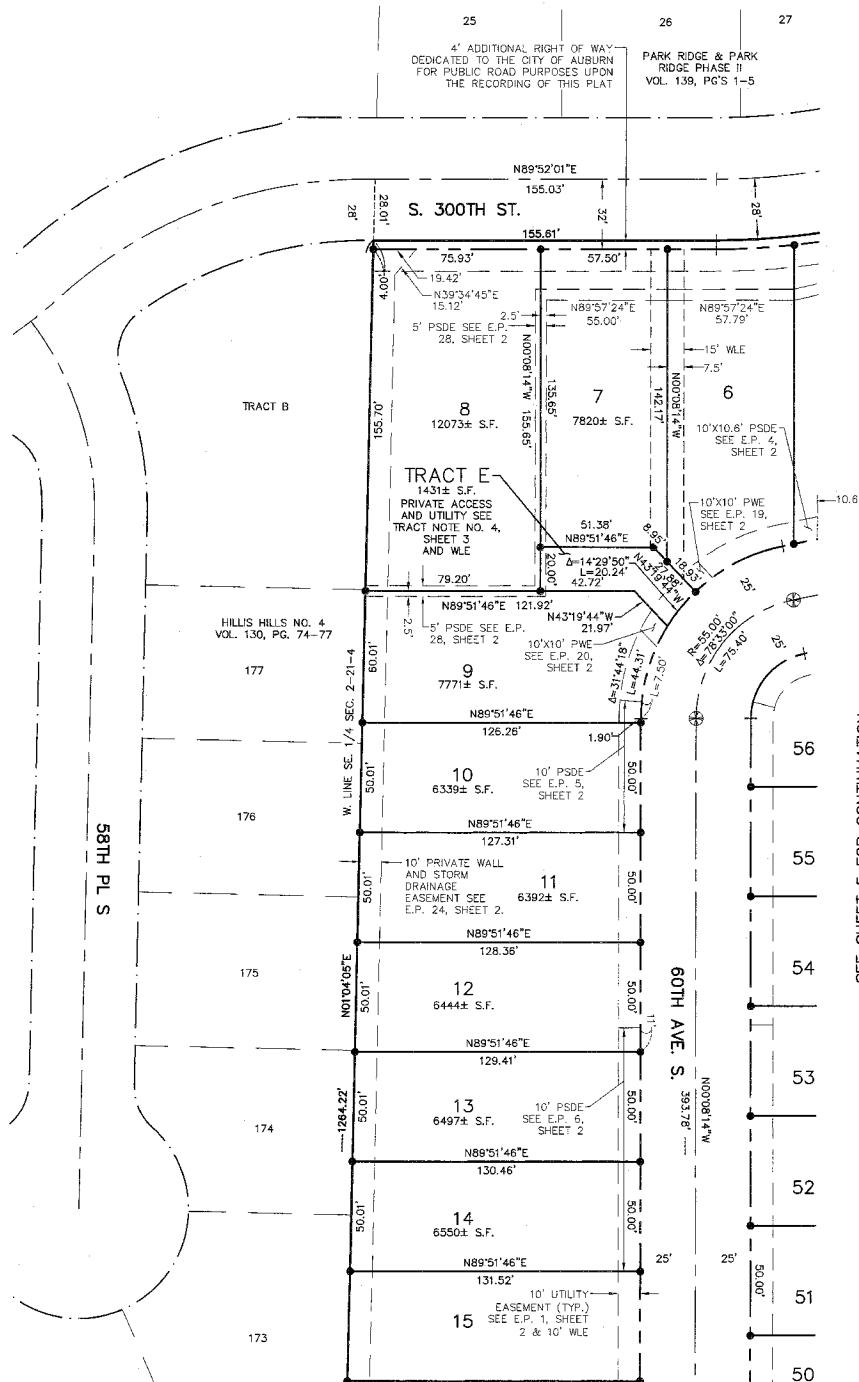


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 A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER,
 SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.,
 CITY OF AUBURN, KING COUNTY, WASHINGTON



SEE SHEET 9 FOR CONTINUATION

SEE SHEET 5 FOR CONTINUATION

LEGEND:

- ⊕ FOUND MONUMENT AS NOTED
- ⊕ SET STANDARD CITY OF AUBURN MONUMENT WITH BRASS DISK STAMPED "DRS 37555" IN MONUMENT CASE.
- FOUND CORNER MONUMENT AS AS NOTED.
- SET 5/8" X 24" REBAR WITH PLASTIC CAP STAMPED "DRS 37555"
- PSDE PRIVATE STORM DRAINAGE EASEMENT
- PWE PRIVATE WATER EASEMENT
- E.P. EASEMENT PROVISION
- WLE WATER LINE EASEMENT TO LAKEHAVEN UTILITY DISTRICT

**NORTH**

GRAPHIC SCALE
 0 20' 40' 80'
 1 INCH = 40 FT.

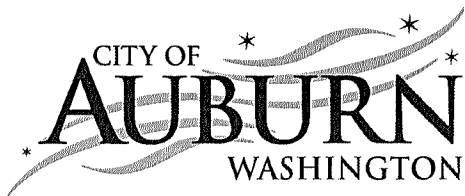
BASIS OF BEARINGS:

N00°53'05"E BETWEEN THE MONUMENTS
 FOUND IN PLACE AT THE SOUTHEAST
 SECTION CORNER AND THE EAST
 QUARTER CORNER OF SECTION 2-21-4



D.R. STRONG
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ORIGINAL

CERTIFICATE OF IMPROVEMENTS

**FINAL PLAT APPLICATION
FAC14-0001**

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 WESTRIDGE, an
approved security **Assignment Of Funds** for **\$101,843.77** (150% of the estimated
costs of improvements) has been submitted and approved by the City Engineer.


City Engineer

6/18/2015
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:

Phase 1

Sod Installation and Round Up Applications	\$13,274.26
--	--------------------

Phase 2

Final Lift of Asphalt, Monuments & Raising Utilities to Grade	\$88,569.51
---	--------------------

cc: File: FAC14-0001
Thaniel Gouk – Senior Planner
Justin Lager – Westridge Auburn LLC

DEC 06 2013

BEFORE THE HEARING EXAMINER FOR THE CITY OF AUBURN

Phil Olbrechts, Hearing Examiner

RE: Westridge Preliminary Plat

PLT13-0001

**FINDINGS OF FACT, CONCLUSIONS
OF LAW AND FINAL DECISION.****INTRODUCTION**

The applicant requests approval of a preliminary plat for a 56 lot single-family subdivision of a 19.30 acre parcel. The applicant also requests two road standard deviations and a deviation from driveway spacing standards. The preliminary plat and two roadway deviations are approved with conditions. The driveway spacing deviation request is denied.

ORAL TESTIMONY**Staff Testimony**

Elizabeth Chamberlain stated that the proposal is to subdivide a 19.30 acre parcel. The subdivision will include 56 single-family lots, a storm drainage tract, open space, new public roads, and landscaping. The parcel is in the Westhill portion of Auburn. It is adjacent to Wyncrest division II which is a 41-lot preliminary plat under review and Wyncrest division I which is a preliminary plat that was previously approved. The staff report outlines the findings of fact. The plat is in Lakehaven's utility district. The project meets the density requirements of the R-5 residential zone. The application is consistent with Auburn's Comprehensive Plan and meets the density for the single-family land use designation.

According to Ms. Chamberlain, the applicant is requesting three deviations from the design standards. First, the applicant is requesting not to construct a center turn lane on South 300th Street; instead, the proposal includes a six-foot bike lane. The bike lane meets more of the Comprehensive Plan's goals, and the center turn lane is not warranted for the expected number of turns created by the project. Second, the applicant proposes to construct the internal plat roads with a horizontal curve radius of 55ft rather than the standard of 333ft. Transportation is supportive of this deviation request, as well. Finally, the applicant requests that review of driveway spacing be done later in the review process. Staff supports this deviation as well. Staff recommends approval of the preliminary plat with fourteen conditions of approval. In regard to street improvements, there are sidewalks on both sides of South 300th Street. There are sidewalks to the west of the plat, and, when Wyncrest division II begins construction, there will be sidewalks to the east. There is an

1 elementary school that is within walking distance of the plat, and sidewalks connect
2 the plat to the school. The plat is in a Federal Way school district.

3 In regard to the curve radius deviation, Ms. Chamberlain noted that many previous
4 applications have requested this type of deviation. Wider radiuses cause smaller lots
5 and make it more difficulty to meet density requirements. This is not a unique
6 problem for this plat. The required curve radius would create a sweeping curve and
7 infringe on lot sizes. The 333ft requirement would not allow a looped roadway. In
8 regard to the driveway deviation, it allows more flexibility when determining the lot
9 layout and grading. It also helps for placement of utilities. There is a provision in the
10 design standards that allows the city engineer to approve these deviations as well
11 during the building permit process.

12 Applicant Testimony

13 Maher Joudi, civil engineer for the project, testified that, in subdivisions with 50ft
14 lots, homes are normally 40ft wide. The city's 10ft driveway spacing requires 10ft
15 between driveway aprons. Driveway aprons are 5ft on either side, resulting in
16 driveways in the middle of lots. These lots are not large enough for these driveway
17 requirements, thus the applicant has made the deviation request.

18 EXHIBITS

19 The exhibits identified at p. 14 of the November 1, 2013 staff report are admitted into
20 the record.

21 FINDINGS OF FACT

22 Procedural:

- 23 1. Applicant. PNW Holdings, LLC.
- 24 2. Hearing. A hearing was held on the application at City Council
25 Chambers of Auburn City Hall on November 12, 2013, at 6:00 p.m.

Substantive:

3. Site/Proposal Description. The proposed project is to subdivide
approximately 19.30 acres into 56 single family lots with four tracts, associated storm
drainage facilities, new public roads, open space tracts, landscaping, and right-of-way
dedication on South 300th Street. The proposed subdivision is located at 6033 South
300th Street.

1 The subject site is vacant and used to accommodate a single-family home that was
2 demolished in 2008. The average lot area for the proposed lots is 8,227 square feet
3 with the smallest lot having an area of 6,240 square feet. The minimum proposed lot
width is 50 feet.

4 The net site area used to calculate density, which excludes the site area specified in
5 ACC 18.02.065(A) Methods of Calculating Density, is 11.19 acres. With 56 lots
proposed, this yields a density of 5.09 dwelling units per net acre.

6 The applicant has specifically requested the following modifications of standards be
7 considered as part of the preliminary plat approval (Exhibit 9):

- 8 1) South 300th Street, not construct the center turn but accommodate the six-foot
9 bike lane as required by the City's Comprehensive Transportation Plan, Figure 3-
4.
- 10 2) Construction of internal plat roads with a horizontal curve radius of 55 ft. rather
11 than the Local Residential standard of 333 ft as required by City of Auburn
12 Design Standards Table 10-1..
- 13 3) Driveway spacing for lots.

14 The City Engineer concurs in all deviation requests.

15 The deviation to the width of the residential collector is supported by staff, as the
16 applicant does not propose to reduce the width of the residential collector, but
17 proposes to eliminate the required center two-way left turn lane, in order to
18 accommodate a six-foot bike lane. The applicant's traffic engineer provided
19 documentation that the queue lengths for the intersection of South 300th Street and
20 61st Avenue South are negligible and does not warrant the two-way left center turn
21 lane. A similar deviation request was granted for an adjacent subdivision, Wyncrest
22 Division I, based on the same analysis. The turning movements into Wyncrest
Division I are also low (based on the traffic analysis for that subdivision) and do not
create an adverse impact. Staff notes that a six-foot bike lane is a higher priority for
the City in accomplishing our non-motorized network. Also, not widening South
300th Street to include a two-way left center turn lane is consistent with the existing
road further west and with 64th Avenue South to the north.

23 The second deviation request is for the horizontal curvature minimum of 333 feet for
24 a local residential street. Construction of the internal plat roads with a horizontal
25 curve radius of 55 ft. is consistent with King County standards to which neighboring
subdivisions were approved. The request is consistent with the character of right-of-
way within the vicinity.

1 The record does not identify what design standard is subject to the driveway deviation
2 request. It appears that the standard at issue is Section 10.04.4.2 of the City of
3 Auburn Design Standards. This standard requires residential driveways to be spaced
4 at least ten feet apart as measured from the edge of the driveway aprons. The staff
5 report and deviation request (Ex. 9) provide no justification for the driveway
6 deviation request. The project engineer, Maher Joudi, testified that the fifty foot
7 width of the subdivision lots is not wide enough to accommodate ten foot wide
8 driveways, ten foot wide aprons (five feet on either side) and the ten foot separation
9 requirement. However, there is nothing in the record to suggest that the 50 foot
10 widths of the lots proposed for the project are unusual in the R-5 zone or in any way
11 constitute special circumstances for that zone. Given the minimum densities required
12 for the R-5 zone, it appears likely that 50 foot lot widths probably are not that
13 unusual. Consequently, there are no special circumstances that justify the deviation
14 request. Further, there does not appear to be any significant hardship associated with
15 the ten foot spacing requirement since 10.04.4.2 specifically authorizes adjoining
16 driveways to be merged if the spacing requirement is not feasible.

17 4. Characteristics of the Area. The subdivision is surrounded by detached
18 single-family homes on the north, south and east and high school ball fields to the
19 west.

20 5. Adverse Impacts. As conditioned, there are no significant adverse impacts
21 associated with the proposal. There are only two critical areas on the site. One
22 critical area is a portion of a Category 3 wetland and its associated buffer, which is
23 fully contained and in Tract B. A wetland report, Ex. 12, concludes that the proposed
24 subdivision will not adversely affect this wetland. The second critical area is
25 groundwater, as the site is located in Groundwater Protection Zone 4. The City's
critical area regulations provide adequate protection for the groundwater and this type
of critical area resource. In Ex. 6, Sally Cowan wrote a comment letter expressing
concern over high density development and the proposed stormwater facility. The
high density of the proposal is required for the R-5 zone and encouraged by the
Growth Management Act, Chapter 36.70A RCW. Stormwater facility design is
extensively regulated by the City's stormwater manual and there is nothing in the
record to suggest that the stormwater manual will fail to adequately govern design for
this proposal.

6. Adequacy of Infrastructure and Public Services. The proposal will be adequately
served by public infrastructure. In general, the streets, sidewalks, storm drainage
facilities, and sewer mains will be required to meet the City's development 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.
Compliance with City development standards presumptively provides for adequate
design of public facilities. The following more specifically addresses other
infrastructure and public service issues:

1 A. Water and Sewer. The subject property is within the Lakehaven Utility District.
2 Water and Sewer service is provided by Lakehaven. Water and Sewer availability
3 certificates have been submitted as part of the preliminary plat application (Exhibit
4 16).

5 B. Transportation. The level of service (LOS) for the intersections in the vicinity of
6 the project are within the LOS standards for the City of Auburn. Frontage
7 improvements and internal roads are designed to meet City design standards and
8 accommodate the transportation needs created by the proposal.

9 The applicant has completed a Traffic Impact Analysis (TIA) for the proposed
10 project. The TIA was prepared by TraffEx dated April 17, 2013 with revisions
11 dated July 18, 2013. The City's traffic division has reviewed and accepted the
12 TIA. The proposed project will add 42 am peak hour trips, 57 pm peak hour trips,
13 and 536 average weekday trips. (Exhibit 11)

14 The proposal fronts one road, South 300th Street. South 300th Street is designated
15 as a Residential Collector, Type 1. Dedication along the South 300th Street varies
16 as the road curves and the north property line of the subject property is not
17 straight. The right-of-way dedication varies from 4 feet to 30 feet and achieves the
18 City of Auburn Engineering Design Standard for Residential Collectors, Type 1.
19 Construction of half-street improvements to the Residential Collector standard is
20 required to maintain neighborhood continuity and cohesiveness by matching the
21 frontage improvements across from the site on South 300th Street. The existing 60
22 foot right-of-way is sufficient to accommodate the half-street improvements, curb,
23 gutter, landscape strip, and sidewalk per the City's standards. Pursuant to the
24 City's Comprehensive Transportation Plan, a six-foot bike lane is required. In
25 order to accommodate the bike lane, the applicant is seeking a deviation to
eliminate the center turn lane from South 300th. The bike lane will be located on
the South 300th Street frontage, which is designated as part of a future Class 2 or
Class 3 bicycle route in the Comprehensive Transportation Plan.

The internal plat roads are proposed to be public rights-of-way providing access to
the project's lots. It is to be dedicated and constructed to the City of Auburn
Engineering Design Standard for Local Residential Streets. A deviation to the
minimum horizontal curve radius of 333 feet is sought and proposed to be 55 feet.

22 C. Sidewalks. All new internal roads and all street frontages will be developed with
23 sidewalks on both sides of the street. As noted below, the sidewalks of the project
24 will connect to existing sidewalks that provide for safe walking conditions to and
25 from the Meredith Hills Elementary School.

D. Schools. Adequate provisions are made for schools through the payment of
school impact fees at the time of building permit issuance. The project is served
by the Federal Way School District. Meredith Hills Elementary School is located
about 500 feet from the project site. Enrollment has been declining for this

1 school. A proposed sidewalk on the south side of South 300th St. will connect the
2 project site into an existing sidewalk that leads to a crosswalk that connects
3 directly into Meredith Elementary School. Children will apparently be bussed to
4 all other schools that serve the project site.

5 E. Parks. Adequate provisions for parks are made through the payment of park
6 impact fees at the time of building permit issuance for each lot or deferred per
7 Ordinance No. 6455. In addition, the applicant has elected to pay a fee in lieu of
8 park land dedication in the amount of \$158,311. A dedication of park land would
9 otherwise be required because ACC 17.14.100 requires dedication of park land
10 for subdivisions with 50 or more lots. The amount of park space required for the
11 proposal is based upon level of service standards set out in the Auburn Park and
12 Recreation Plan and applied as detailed in Ex. 18. The applicant is providing
13 some open space within the project, Tract C, however, the square footage does not
14 meet the minimums required for ACC 17.14.100. As authorized by PR-2 of the
15 Auburn Comprehensive Plan, the applicant has elected to provide a fee in-lieu of
16 park space within the subdivision. Ex. 18 suggests that a credit for any parkland
17 provided in the subdivision should be provided. The conditions of approval
18 recommended by staff have been modified to accommodate this right to a credit,
19 given that Tract C may qualify as park property.

20 F. Drainage. Stormwater management, drainage, and erosion control will be
21 adequately provided consistent with the ACC 13.48 Storm Drainage Utility, ACC
22 15.74 Land Clearing, Filling, and Grading, the City's 2009 Surface Water
23 Management Manual (SWMM), and any other applicable City standards. At the
24 facility extension review stage (civil plan review), additional detail will be
25 required to show that the storm drainage facilities meet the City's design
standards. The project will drain to the storm detention and water quality pond
located in proposed Tract A (Exhibit 4) at the northeast portion and lowest point
of the Site. Stormwater outfall from the storm pond will be released near the
northeast corner of the project site, which would flow eastward. This is consistent
with the SWMM Minimum Requirement #4 for New Development and
Redevelopment, which requires that natural drainage patterns be maintained.

G. Fire. Adequate provision of fire protection is made through the payment of fire
impact fees at the time of Building Permit issuance for each lot or deferred per
Ordinance No. 6455 and consistency with the City of Auburn Engineering Design
Standards and the 2012 International Fire Code (IFC) for fire hydrant placement.

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.

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. 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 6-8 of the staff report is adopted and incorporated by this reference as if set forth in full.

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 8-9 of the staff report is adopted and incorporated by this reference as if set forth in full.

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 required 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.

1 **ACC 17.07.070(E):** *Conformance of the proposed subdivision to the Auburn*
2 *Zoning Ordinance and any other applicable planning or engineering standards and*
3 *specifications as adopted by the City.*

4 8. The proposed proposal meets the bulk and dimensional standards of the R5 district
5 as outlined at p. 11 of the staff report, adopted by this reference as if set forth in full,
6 excluding the staff conclusion that the proposal doesn't meet minimum average lot
7 size. The 8,227 square feet average lot size of the proposal meets the 8,000 minimum
8 average lot size required for the R5 zone.

9 **ACC 17.07.070(F):** *The potential environmental impacts of the proposed*
10 *subdivision are mitigated such that the preliminary plat will not have an*
11 *unacceptable adverse effect upon the quality of the environment.*

12 9. As determined in Finding of Fact No. 5 there are no significant adverse impacts
13 associated with the proposal.

14 **ACC 17.07.070(G):** *Adequate provisions are made so the preliminary plat will*
15 *prevent or abate public nuisances.*

16 10. As determined in Finding of Fact No. 5, there are no significant adverse impacts
17 associated with the proposal. Consequently, no public nuisance is anticipated.

18 **DEVIATIONS (Conclusions include findings of fact)**

19 **ACC 17.18.030(A):** *Such modification is necessary because of special*
20 *circumstances related to the size shape topography location or surroundings of the*
21 *subject property to provide the owner with development rights and privileges*
22 *permitted to other properties in the vicinity and in the zoning district in which the*
23 *subject property is located.*

24 11. Special circumstances support the center lane deviation because of
25 the moderately unique need for a bicycle lane coupled with the absence of any need
(as confirmed by the traffic report) for a center turn lane. Special circumstances
support the curve radius deviation because the shape of the subdivision parcel could
not accommodate a looped roadway system with the required curve radius, thus
making it impossible to provide road access to all the lots that are required by the
minimum densities applicable to the project. As discussed in FOF No. 3, there are
no special circumstances that justify the driveway spacing deviation.

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.

12. Without the center lane deviation, the applicant would have to provide for
right of way that is wider than required by City code in order to accommodate a

center turn lane that is unnecessary for the project area. Such a requirement is not reasonable. Without the curve radius deviation, the applicant would not be able to provide internal road access that serves all the lots required by the minimum density of the R5 district. Such a requirement is not harmonious or reasonable. There is nothing in the record to suggest that denial of the driveway spacing deviation would prevent reasonable and harmonious development of the property for the reasons discussed in FOF No. 3.

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*

13. Staff testified and wrote in the staff report that the deviation requests would be consistent with surrounding development, much of which was done under King County regulations that differ from those of Auburn. There is no information in the record on the spacing of driveways in neighboring projects. Since staff supports the deviation requests, it is presumed that the proposed deviations would not be detrimental to surrounding properties. Further, staff have determined that a center lane is not necessary to safely and efficiently accommodate traffic.

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*

14. The deviations approved by this decision are safe and necessary for the reasonable use of property. There is no comprehensive plan policy that is inconsistent with the proposed deviations.

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.*

15. As previously noted, the deviations approved by this decision are consistent with surrounding development patterns and their denial would prevent reasonable use of the project property.

ACC 17.18.030(F): *The approval of the modification will be consistent with the purpose of this title*

18. The approvals of the modifications are consistent with the purpose of the subdivision code as detailed in ACC 17.02.030 because they maintain safety in access and continuity in street improvements.

ACC 17.18.030(G): *The modification cannot lessen the requirements of the zoning ordinance.*

19. The modifications do not violate any Zoning Ordinance provisions.

DECISION

The proposed preliminary plat, as described in this decision and in Ex. 1, 3 and 4, is approved subject to the following conditions below. The requested deviations to curve radius and centerline requirements are also approved. The requested deviation to driveway spacing is denied.

1. A financial performance security meeting the requirements of ACC 16.10.130B for the wetland buffer mitigation site will be required to be in place prior to issuance of permit approvals for ground disturbing work. The amount of the performance security shall equal 125 percent of the cost of construction, maintenance, and monitoring the mitigation project for the length of the monitoring period.
2. Pursuant to ACC 16.10.090E.1(f), Long-term protection of a regulated wetland and its associated buffer shall be provided by the designation of a separate tract on which development is prohibited, and protected by execution of an easement dedicated to the City. The easement shall grant the City access to on-site mitigation areas for the purposes of monitoring, maintaining, preserving, and enhancing the on-site wetland and associated buffer areas. The location and limitations associated with the wetland and its buffer shall be shown on the face of the final plat and shall be recorded with the appropriate county jurisdiction.
3. Roads twenty eight feet (28') in width must be posted no-parking on one side of the street only to provide minimum fire apparatus access. This must be shown on the civil plans, review, and approved prior to issuance of a facility extension.
4. The temporary cul-de-sac must be posted no-parking around its entire perimeter to provide fire apparatus turnaround. This must be shown on the civil plans, review, and approved prior to issuance of a facility extension.
5. The emergency access road will need to have a separate easement granted to the Valley Regional Fire Authority since the road crosses Tracts C and D that will most likely be owned and maintained by the future Homeowner's Association. The easement documents will need to be completed and reviewed by the City prior to final plat approval but can be recorded with the final plat document. If the emergency access road will have a gate then a Knox system must be utilized.
6. Lots 7 and 8 must be within 450 feet of a fire hydrant or have fire sprinklers installed to maintain the 20 foot width of the access tract. This shall be shown and addressed as part of the civil plan review process and approval.
7. As part of the frontage improvements required along South 300th Street, 3 inch conduit is required to be installed as well and must be shown on the civil plans.
8. Whenever any right of way landscaping in the City of Auburn has been improved, including but not limited to the planting of shrubs, plants, grass, or other landscaping improvements, the duty, burden, and expense of maintenance,

watering, and general upkeep of such landscaping shall devolve upon to the owner of the private property directly abutting the sidewalk adjacent to the landscaped area or abutting the landscaped area.

9. The storm pond design will need to be revised in order to remove the uninterrupted, linear configuration along the east side. The applicant's engineer will revise the footprint to add curvature along said side to avoid the long, linear design as currently proposed.
10. A forest practice permit for the project must be obtained from the Department of Natural Resources prior to the issuance of any ground disturbing related permits, if required.
11. In lieu of providing dedicated park land within the subdivision to meet ACC 17.14.100, the applicant is responsible for a fee in-lieu amount of \$158,311 to be paid prior to final plat approval. Staff may off-set this fee to the extent that any property on the preliminary plat is dedicated for park/recreational purposes and such an off-set is authorized by City policies and standards.
12. The plat modification related to South 300th Street and not requiring a center two-way left turn is approved.
13. The plat modification related to the construction of internal plat roads with a horizontal curve radius of 55 ft. is approved subject to meeting all other standards for local residential streets in the Auburn Design Standards.
14. The plat modification related to driveway spacing as proposed on the site plans received on August 6, 2013 (Exhibit X) is conditionally approved. Modifications to driveway spacing may be needed as the road design and grading is more refined during civil review.
15. Prior to the issuance of the final plat the applicant shall show evidence of uniform monumenting of lots and conveyance by accurate legal description.

Dated this 27th day of November, 2013.


Phil A. Olbrechts

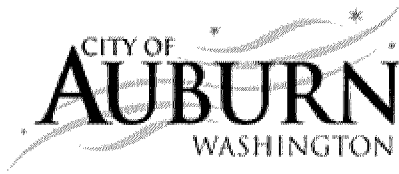
City of Auburn Hearing Examiner

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.

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5154

Date:

July 13, 2015

Department:

CD & PW

Attachments:

Resolution No. 5154

Exhibit A

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5154.

Background Summary:

Resolution No. 5154 authorizes the Mayor to execute Contract No. 15-11 with Ferguson Waterworks for implementation of Meter and Billing System Improvements Project using Advanced Metering Infrastructure (AMI).

The Meter and Billing System Improvement Project was included in the 2012 with the objectives of:

- Reviewing the City's current metering and billing system, including the possible use of AMI.
- Identifying metering system options, inclusive of full system integration requirements, backhaul/data processing requirements, and system conversion/implementation issues.
- Identifying other western Washington utilities who have implemented similar systems.
- Presenting a range of alternatives, in the context of a business case and cost-effectiveness framework.
- Identifying a preferred direction regarding implementation of system improvements.

The potential benefits of an AMI system include:

- more efficient meter reading
- more efficient billing
- reduction in O&M and vehicle fleet costs
- early leak detection and customer notification
- more accurate water usage data

- water use pattern and trend data for water system management and demand forecasting
- tamper and reverse flow detection
- remote connect/disconnect and flow limiting meters
- customer access to their usage data via the internet

In 2014, staff completed the evaluation of AMI products of four vendors for the ability of those products to integrate well with the City's existing billing system, to provide user-friendly customer access to their water usage, and to meet the needs of customer billing and maintenance. Staff identified Ferguson Waterworks, the local supplier for Sensus, as the most qualified vendor, and negotiated the attached agreement, scope of work, and project cost with Ferguson for consideration of approval by the City Council.

At the July 13, 2015 Council Study Session, there were requests for additional information to be provided prior to the Council's consideration of the agreement. Staff is preparing the requested information and will provide this to the Council for review by July 17th. After review, should Councilmembers have any additional questions or comments prior to the July 20th City Council meeting, please direct them to Mayor Backus and Kevin Snyder so that staff can assemble the appropriate response prior to the meeting.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: July 20, 2015

Item Number: RES.A

RESOLUTION NO. 5 1 5 4

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, AUTHORIZING
THE MAYOR TO AWARD AND EXECUTE AN
AGREEMENT WITH FERGUSON WATERWORKS
FOR IMPLEMENTATION OF CONTRACT NUMBER
15-11 FOR PROJECT CP1317, METER AND BILLING
SYSTEM IMPROVEMENTS PROJECT

WHEREAS, the City desires to improve its meter reading and billing efficiency;
and

WHEREAS, the City Council of the City of Auburn has reviewed the meter and
billing system improvements using advanced metering infrastructure (AMI) project; and

WHEREAS, the City of Auburn and Ferguson Waterworks have negotiated a
contract for automated meter reading software and equipment installation, with terms
acceptable to the parties.

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

Section 1. The Mayor of the City of Auburn is hereby authorized to execute
an Agreement between the City of Auburn and Ferguson Waterworks for Project
Number CP1317, Contract Number 15-11, Meter and Billing System Improvements
Project, which agreement shall be in substantial conformity with contract attached
hereto as Exhibit "A" and incorporated herein by this reference.

Section 2. The Mayor is hereby authorized to implement such
administrative procedures as may be necessary to carry out the directives of this
legislation.

Section 3. This resolution shall be in full force and effect upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2015.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

EXHIBIT A

CONTRACT

Contract No. 15-11

THIS CONTRACT ("Contract") by and between City of Auburn, Washington ("City"), a municipal corporation, and Ferguson Enterprises, Inc. aka Ferguson Waterworks, a registered contractor in the State of Washington, Contractor No. FERGUEI976RW with a place of business at 24025 Woodinville Snohomish Road in Woodinville, WA 98072 ("Ferguson" or "Supplier") (individually a "Party" and collectively the "Parties") is effective upon the later date of execution of this Contract by the City and Supplier ("Effective Date").

WITNESSETH:

WHEREAS, the Supplier has represented to the City it has the specialized expertise and experience necessary to properly provide the Equipment and Implementation Services for a fully functioning Automated Meter Infrastructure (AMI) System, as further defined and required by this Contract, in a timely manner and that its proposal includes all of the functions and features required for the Equipment and Implementation Services; and

WHEREAS, the City has accepted the Supplier's offer to provide the Equipment and Implementation Services in accordance with the Contract Documents as defined herein;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

Ferguson shall supply and the City shall purchase a complete system as described in this Contract, the Attachments, and other documents referenced herein and incorporated in this Contract by reference as if full restated herein.

The terms and conditions of this Contract are set forth in the following Contract Documents, each of which is attached hereto and are made part of the Contract by this reference in the following order of precedence:

Future Contract Amendments/Change Orders;

This Contract

Contract Attachments;

City of Auburn

Ferguson Enterprises, Inc.

Nancy Backus, Mayor

NAME, TITLE

Date Signed: _____

Date Signed: _____

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM

Daniel B. Heid, City Attorney

CONTRACT

Contract No. 15-11

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DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of the City's determination that the Supplier's work has been completed in accordance with the Contract.

AMI: Automated Meter Infrastructure. For purpose of these Contract Documents, this refers to the AMI system provided by Sensus Metering Systems, consisting of all FlexNet system components, tower gateway base stations, regional network interface, meter transmitters, installation tools and equipment, licensed software (including Sensus' Logic), and all other related components.

Available Meter: A City meter connected to a fully functioning meter transmitter (also known as an endpoint or SmartPoint), that is used in calculating the read rate during a Billing Window. An available meter satisfies all of the following criteria:

- a. It is installed in compliance with the procedures and specifications approved by and provided to the City in writing by the Supplier.
- b. It functions properly, is not damaged, and does not fail to transmit meter reading information during a Billing Window.
- c. It is serviced by a TGB, FNP, or other network equipment that has not been subjected to a power failure greater than eight (8) continuous hours during a Billing Window.
- d. Neither it, nor the TGB, FNP, or any other network equipment that serves that meter has been affected by a Force Majeure event.
- e. Interference or jamming of the radio spectrum is not preventing or interfering with radio communication to or from the meter transmitter, provided the Supplier is diligently working to effect a cure and provides a weekly status report.
- f. It is installed in a mutually agreed upon coverage area of the City, as defined in the Supplier's propagation study.
- g. It has not been reported by the City under the maintenance service agreement with the Supplier, unless the Parties agree that the reason for the report was resolved before the Billing Window opened or that the meter is functioning normally.
- h. Its functioning or performance has not been adversely affected by a failure of the City to perform its obligations or tasks for which it is responsible, or to properly maintain network equipment owned by the City.

Billing Window: A three to four day period beginning one to two days prior to, and ending two days following, the City's preferred billing day for a particular meter.

Change Documentation: A written document agreed upon by the Supplier and the City, which if it creates a

material change to the Contract terms or Specifications shall be executed as a Change Order.

Change Order: A written change to the Contract modifying, deleting or adding to the terms, conditions, or scope of work, signed by the City and the Supplier with or without notice to the sureties.

Commissioning Period: The period beginning with training and concluding with performance testing and final acceptance.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the City and the Supplier for completion of the Work under the Contract.

Contract Price: The total amount payable by the City to the Supplier for performance of the Work in accordance with the Contract.

Contract Schedule: The schedule for the Supplier's provision of the Equipment and Services, and attached as Attachment D.

Contract Time: The total time for the Supplier to perform the Work as set out in the Contract Schedule.

Day: Calendar day.

City: City of Auburn, as the party contracting with the Supplier to receive the Equipment and Services or the Work under this Contract.

Documentation: Technical publications relating to the use of the software or services to be provided by the Supplier under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Supplier to the City.

Equipment and Implementation Services: The furnishing of materials, equipment, custom software, consulting, design, labor, time and effort by the Supplier during the installation and initial operation of the supplied AMI system during the contract term.

Ferguson or The Supplier: The corporation contracting with the City to provide the Equipment and Services or perform the Work under this Contract.

Final Acceptance: The date as of when the City acknowledges that the Supplier has performed the Work through installation as defined in Section 2.10 herein.

FlexNet: The AMI system provided by Sensus Metering Systems.

FlexNet Network Portal (FNP): Also referred to as a repeater. A pole-mounted unit with simple store and forward capability that communicates directly to a TGB.

Force Majeure: Means an event that is unforeseeable as of the Effective Date and that is beyond the reasonable control of the Supplier and the City and is limited to:

- Natural disasters declared by the governor of Washington or President of the United States,

including but not limited to earthquakes;

- Acts or omissions of any government entity acting within its governmental capacity;
- Fire or other casualty for which the Supplier or its Subcontractors and/or suppliers are not responsible;
- Quarantine or epidemic;
- Strike or defensive lockout;
- Inability to obtain materials, including delays of carriers, contractors, or suppliers, and
- Unusually Severe Weather Conditions.

Meter Transmitter: Also referred to as a transmitter unit, an endpoint, or a Sensus SmartPoint. The radio transmitter installed at a given meter location to transmit information from the meter register to the FlexNet system.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individual designated by the City or the Supplier, as applicable, to manage the project on a daily basis and who may represent the City or the Supplier respectively for Contract administration.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

Regional Network Interface (RNI): Equipment and Sensus' Logic software used to gather, store, and report data collected from meter transmitters and TGBs that are part of the FlexNet system. The Logic software operates on the RNI.

Scope of Work: The Scope of Work to be completed by Ferguson is defined in the Contract Documents referenced herein including but not limited to Attachment A Scope of Services. Ferguson agrees to provide and deliver a complete Automated Meter Infrastructure System and Meter Replacement solution subject to the terms of this Contract.

Subcontractors: A subcontractor shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Supplier, or with any Subcontractor of any tier for the performance of any part of the Contract. When the City refers to Subcontractor(s) in the Contract Documents, for the purposes of the Contract Documents and unless otherwise stated herein, the term "Subcontractor(s)" includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materials men. The Supplier shall identify all Subcontractor's that the Supplier proposes to perform any portion of the Work which shall be subject to the City's prior written approval, such approval to be given in the City's sole discretion. Ferguson is responsible for all work performed by its subcontractors and others performing work. The City assumes no contractual responsibility or duties to Ferguson's subcontractors, suppliers, sub-consultants or materials men unless otherwise specifically assumed under the Contract

Documents.

Supplier: Ferguson Enterprises, Inc. aka Ferguson Waterworks

City Specifications: A section of the Contract consisting of written descriptions of Services to be performed, or the Equipment to be provided or the technical requirements to be fulfilled under this Contract and the Contract Documents.

Touch Coupler: An inductive coupler connection from a water meter register to the meter transmitter.

Tower Gateway Basestation (TGB): The hardware, firmware, and software installed at a tower site and used to communicate by radio with meter transmitters and the RNI.

Unread Meter: Any available meter that is not read by the FlexNet system during a Billing Window.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all Equipment, software, hardware and services specified under this Contract, including Change Orders, also referred to as "Equipment and Services."

SECTION 1. STANDARD CONTRACTUAL TERMS AND CONDITIONS

1.1. Contract Administration and Contract Assignment

This Contract is between the City and the Supplier who shall be responsible for providing the Work described herein.

The Supplier represents that it has or shall obtain all personnel, materials and equipment required to perform the Scope of Work hereunder, including but not limited to that set forth in the Scope of Services, attached as Attachment A.

The Supplier's performance under this Contract shall be monitored and reviewed by a Project Manager appointed by the City. Reports and data required to be provided by the Supplier shall be delivered to the Project Manager. Questions by the Supplier or its Subcontractors regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Project Manager for response.

The City may purchase any supplemental units pursuant to the Pricing Matrix found in Attachment B through the term of the contract. Such additional units will be purchased using purchase orders in accordance with Subsection 2.6.

1.2. Contract Changes

At any time before completion and Final Acceptance of the Work, the City shall have the right to order in writing the omission or addition of Work, or otherwise order changes or alterations in the Work required to be performed by the Supplier, and reasonable deductions or increases shall be made in Contract Price for such omissions, additions, changes or alterations in the Work, time for completion or Contract Price; but no such omissions, additions, changes or alterations shall be made by the Supplier, or paid for by the City, unless and until authorized by the City in writing by Change Order. If the Supplier objects to or otherwise disagrees with any Changer Order, the Supplier shall so notify the City's Project Manager in writing within fifteen (15) days of the date of such modification, submitting with such notification a claim of equitable adjustment. If the Supplier fails to so notify the City as provided herein, such modification shall be final and accepted by the Supplier and shall become part of the Contract between the Parties. The City will ordinarily respond to such claim within fifteen (15) days, but the City's failure to respond shall be deemed a denial and the Supplier may make a claim pursuant to Section 1.14.

1.3. Taxes, Licenses, and Certificate Requirements

Each Party agrees to comply with all applicable federal, state and local laws, regulations, ordinances, and orders and to promptly pay when due all taxes and contributions to trust funds. The City may require certificates from federal, state, local or private bodies showing that all obligations are current and not delinquent and, in the event the City is held liable to pay any such taxes or contributions; the Supplier agrees to supply the City with all records necessary to compute the same and to fully reimburse the City upon demand for the amount (including penalties and interest) paid by the City, and the City shall have the right to offset any amount so paid against any sums due the Supplier hereunder.

1.4. Termination for Default or Convenience

A. Termination for Default

1. The City may terminate the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
 - a. The Supplier fails to prosecute the Work or any portion thereof with sufficient diligence to reasonably ensure completion of the Work by the applicable Contract milestones as set forth in Attachment D;
 - b. The Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 - c. The Supplier fails in a material way to repair, replace or correct work not in conformance with the Contract;
 - d. The Supplier repeatedly fails in a material way to supply skilled workers, or proper services, materials or equipment;
 - e. The Supplier repeatedly fails to make prompt payment to its employees or subcontractors;
 - f. The Supplier materially disregards or fails to comply with laws, ordinances, rules, regulations, permits, easements or orders of any public authority having jurisdiction;
 - g. The Supplier fails to materially comply with all reasonable safety requirements proposed in writing by the City; or
 - h. The Supplier is otherwise in material breach of any provision of the Contract.
2. If the City reasonably believes that one of the aforementioned events has occurred, the City will provide the Supplier with written notice of its intent to terminate the Contract for default ("Notice of Default"), specifying the ground(s) for termination. The City, following communications with Supplier, shall require the Supplier, at the Supplier's sole expense, to either, (a) within fifteen (15) days of the date of notice of default, correct, (or be making reasonable progress toward correcting, the deficiencies noted in the City's "Notice of Default"; or (b) within ten (10) days of the date of notice of default, provide the City with a written corrective action plan as to how such deficiencies will be remedied or cured in a timely fashion. However, if after receipt of the proposed remedy, the City reasonably concludes that the Supplier has (a) failed or is unwilling to repair, replace or correct the deficiencies, or (b) failed or is unwilling to provide a reasonable and satisfactory corrective action plan, the City shall thereafter have the right to terminate some or all of the Work for default. The Supplier shall receive written notice of the termination ("Notice of Termination").
3. Upon termination, the City may finish the Work by whatever commercially reasonable method it deems reasonably expedient.
4. Upon Termination for Default, the Supplier shall be liable for all direct and substantiated reasonable costs to correct and complete the Work.

5. In the event of Termination for Default, the City shall only pay the Supplier for the Work successfully completed prior to the date of termination and accepted by the City. The City shall not be responsible for any other the Supplier costs, expenses, or damages including any consequential, special, or incidental damages or lost profits associated with the Contract. In no event shall the City reimburse the Supplier for any costs directly or indirectly related to the cause of the Termination for Default.
6. If, after Termination for Default, it is determined that the Supplier was not in default, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the City.
7. Termination for Default of some or all of the Work shall not relieve Supplier of its obligations under the Contract for Work installed by Supplier prior to such termination including the requirement that the Work be installed and supplied in accord with the Contract Documents. In addition, Termination for Default shall not relieve the Supplier's surety for any liability or obligations under its payment or performance bonds.
8. Unless otherwise provided under the terms of this Contract, the parties mutually waive all claims against each other for punitive, special, incidental, or consequential damages arising from or related to this Contract.

B. Termination for Convenience

1. Upon five (5) days written notice to the Supplier, the City may terminate the Work, or any part of it for the convenience of the City.
2. If the City terminates the Work or any portion thereof for convenience, the Supplier may make a request for adjustment and payment for:
 - a. Reasonable direct costs and reasonable profit and overhead for all acceptable Work completed prior to the effective date of the termination and not previously paid for by the City together with unavoidable material and equipment charges related to the termination; the Supplier shall not be entitled to any other costs or damages; provided, in no event shall the total sum payable upon termination for convenience exceed the adjusted total Contract Price (including all approved change orders) stated in Subsection 2.1, as reduced by prior payments.

C. The Supplier's Obligations During Termination

Unless the City directs otherwise, after receipt of a written notice of Termination for Default or Termination for Convenience, the Supplier shall promptly:

1. Stop performing Work on the date as specified in the notice of termination;
2. Place no further orders for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work not terminated;

3. To the extent permitted, cancel all orders upon terms acceptable to the City, to the extent that they relate to the performance of the terminated Work;
4. To the extent permitted, assign as specifically requested by the City all of the rights, title, and interest of the Supplier in all orders.

1.5. Laws and Venue

In the event that either Party shall bring a lawsuit or action related to or arising out of this Contract, such lawsuit or action shall be brought in the Superior Court, King County, Washington. This Contract shall be governed by, and construed and enforced in accordance with the laws of the State of Washington.

1.6. Independent Status of the Supplier

In the performance of this Contract, the Parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The Parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever. The Supplier shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW against the City.

1.7. Non-disclosure of Data

Data provided by or to the City either before or after the Effective Date of the Contract shall only be used for its intended purpose. The City, Supplier and Subcontractors shall not utilize nor distribute the supplied data in any form without the prior express written approval of the other parties to the agreement subject to disclosure that may be required by the Public Disclosure Act or other judicial and quasi-judicial disclosure as required by law. If a disclosure is required by law, the party required by law to disclose the data shall notify the other parties of the request and allow the other parties to the Contract ten (10) days to take whatever action deemed necessary to protect their interests. If the other parties to the Contract fail to take such action within said period, the party required by law to disclose shall release the data.

1.8. Non-disclosure Obligation

While performing the Work under this Contract, the Supplier may encounter personal information, licensed technology, software, documentation, drawings, schematics, manuals, data and other materials described as "Confidential," "Proprietary," or "Business Secret." The Supplier shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Supplier with respect to confidential information which the Supplier can establish that: (i) was in the possession of, or was rightfully known by the Supplier without an obligation to maintain its confidentiality prior to receipt from the City or a third party; (ii) is or becomes generally known to the public without violation of this Contract; (iii) is obtained by the Supplier in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, (iv) is independently developed by the Supplier without the participation of individuals who have had access to the City's or the third party's confidential information. If the Supplier is required by law to disclose confidential information, the Supplier shall notify the City of such requirement at least ten (10) days prior to

disclosure.

1.9. Public Disclosure Requests

The Contract Documents shall be considered public documents and, with exceptions provided under public disclosure laws, shall be available for inspection and copying by the public.

If the Supplier considers any portion of the Work, including software, data and related materials, delivered to the City to be protected under the law, the Supplier shall clearly identify each such item with words such as "CONFIDENTIAL," "PROPRIETARY," or "BUSINESS SECRET." If a request is made for disclosure of such item, the City shall determine whether the material should be made available under the law. If the material or parts thereof are determined by the City to be exempt from public disclosure, the City shall not release the exempted documents. If the material is not exempt from public disclosure law, or the City is not in the position to make such a determination, the City shall notify the Supplier of the request and allow the Supplier ten (10) days to take whatever action it deems necessary to protect its interests. If the Supplier fails or neglects to take such action within said period, the City shall release the item(s) at issue. By signing this Contract, the Supplier agrees to the procedure outlined in this Subsection and shall have no claim against the City on account of actions taken under such procedure.

1.10. No Prototype Components

All equipment and materials furnished under this Contract shall be in production and be used by customers comparable to the City at the time of the Contract Effective Date. Test or prototype items shall be clearly identified as such and shall be subject to rejection by the City. A sufficient inventory of Equipment shall be available to meet delivery requirements.

1.11. Changed Requirements

New Federal, State and City laws, regulations, ordinances, policies and administrative practices may be established after the Effective Date of this Contract and may apply to this Contract. To achieve compliance with changing requirements, the Supplier agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. If the Supplier believes such changes entitle it to a change in Contract Price or Contract Time, it shall submit a Change Order request to the City in compliance with Subsection 1.2 Contract Changes.

1.12. Assignment

Supplier Nonassignment. The Supplier shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the City, and such consent shall not be unreasonably withheld or delayed.

1.13. Indemnification and Hold Harmless

A. Supplier's Obligations

1. Subject to Subsection 1.4, the Supplier shall indemnify and hold harmless the City, its elected and appointed officials, officers, employees and agents from and against all claims, damages, losses and expenses, including costs of defense as defined herein, arising out of or resulting from the performance of the Work, and shall, after reasonable notice, defend and pay the expense of defending any suit, and will pay any judgment, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and (2) is caused in whole or in part by any act or omission of the Supplier, any subcontractor, anyone directly or indirectly employed or retained by any of them or anyone for whose acts any of them may be liable.
2. In any and all claims against the City or any of its officers, agents or employees by any employee of the Supplier, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this article shall not be limited in any way by benefits payable by or for the Supplier or any subcontractor under Workmen's compensation acts, disability benefit acts or other employee benefit acts.
3. 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 Supplier and the City, its members, officers, employees and agents, the Supplier's liability hereunder shall be only to the extent of the Supplier's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Supplier's and the City's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This Title 51 RCW waiver has been mutually negotiated by the parties.
4. Supplier shall require similar indemnity provisions and waivers in all of its subcontractor and supplier agreements which are executed specifically in connection with this Project.

1.14. Disputes, Claims and Appeals

The Supplier shall promptly address all claims for additional compensation, extensions of time, including all claims for equitable adjustment in writing to the Project Manager immediately, and follow up with detailed information within twenty (20) days of the date of knowledge of the events, circumstances, or occurrence giving rise to the claim. No claim shall be allowed for additional compensation or extensions of time or equitable adjustment for events, circumstances, or other causes occurring more than twenty (20) days prior to the Supplier giving notice of the claim as required by this paragraph. The Project Manager shall ordinarily respond to the Supplier in writing with a decision, but absent such written response, the claim shall be deemed denied upon the fifteenth (15) day following receipt of Supplier's claim by the project Manager.

Pending final decision of a dispute hereunder, the Supplier shall proceed diligently with the performance of the Contract and in accordance with the direction of the Project Manager. Complying with the claim provisions of this paragraph are a condition precedent to filing any lawsuit by the Supplier for obtaining additional compensation, extensions of time, or equitable adjustments related directly or indirectly to the

work and/or this Contract. This claim procedure is the exclusive means in the Contract of obtaining adjustments to the contract price, compensation, and time to complete the work.

1.15. Severability

Should any provision of this Contract now or at any time during the term hereof be in conflict with any federal, state or municipal law, regulation or the like, or any applicable judicial decision, then such provision shall continue in full effect only to the extent permitted. In the event any provision of this Contract is thus held inoperative, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

1.16. Nonwaiver of Breach

A waiver by any party to this Contract of any provision of the Contract shall not constitute a waiver of any further or additional breach of such provision or of any other provision. No provision of this Contract may be waived except by a written notice expressing the intent to waive or otherwise modify the provision. This Contract may only be amended by a Change Order executed in accord with the terms of this Contract.

1.17. Prohibition on Asbestos-Containing Products

Not used.

1.18. Patents, Royalties and AML Supplier's Infringement Indemnity

The Supplier is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract. Before final payment is made on this Contract, the Supplier shall, if requested by the City, furnish acceptable proof of a proper release from all such fees or claims.

Supplier's Infringement Indemnity. Supplier shall indemnify and hold the City harmless from and against any and all third-party suits, actions, losses, damages, claims or liability of any type of character, type or description, including, but not limited to, all expenses of litigation, court costs and attorneys' fees, based upon any claim of infringement of any patent or other license or intellectual property right (whether by way of trademark or otherwise) resulting directly or indirectly from the manufacture, sale, supply or importation of the parts and components or their use in a waste water treatment plant. Supplier agrees to notify the City as soon as reasonably possible of any material matters with respect to which the foregoing indemnity is likely to apply and of which the Supplier has actual knowledge. If notified in writing of any action or claim for which the Supplier may be liable to provide indemnity, the Supplier shall, without limitation, defend (subject to reasonable consultation with the City) such action or claim at Supplier's expense and pay the cost and damages and attorneys' fees awarded against the City in such action or claim; provided, however, that the Supplier shall have the reasonable right to control the defense and settlement of all such actions or claims, which settlement shall be subject to the consent of the City if applicable, not to be unreasonably withheld or delayed. Indemnification pursuant to this provision shall not be predicated on the City having made payment on any such claim. The obligations of this Subsection 1.18 shall survive Contract completion or termination and/or assignment of this Contract.

Supplier grants the City a royalty-free irrevocable non-exclusive license to use the technologies provided and contained in the materials furnished for the relevant Automated Meter Infrastructure System project.

1.19. Design Defects

The City shall declare a design defect (from the manufacturing or product design process) in the event that twenty percent (20%) of the items purchased under this Contract fail for the same failure. Subject to Sections 2.11 and 2.13, the City, Supplier and manufacturer shall work together to provide a modification, redesign or a plan to correct the defect within thirty (30) days of receipt of the notification.

Subject to Sections 2.11 and 2.13, the warranty period and terms for corrected items shall be the same as for the initial items purchased under this Contract and shall begin on the correction of the defect as determined by the City.

1.20. Contract Schedule

Notwithstanding any other remedies allowed under this Contract, the Parties agree that time is of the essence on each and every portion of the Contract. Milestone dates have been established for the performance of the Contract. These milestone dates shall only be changed via a Change Order.

1.21. Patents, Copyrights and Rights in Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the City excluding improvements to Supplier's own previously patented and copyrighted items, which shall and do remain the sole and exclusive property of the Supplier. The City in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright owned by the City.

The Supplier agrees that the City shall own any plans, drawing, designs, scope of Work, technical reports, operating manuals, calculations, notes and other Work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this Subsection as "Subject Data").

Notwithstanding the above, nothing in this Contract transfers any right, title or interest in or to any previously patented or copyrighted items of the Supplier to the City or any other party.

1.22. Bankruptcy

In the event the Supplier shall, at any time when this Contract is in effect, be adjudicated bankrupt, make an assignment for the benefit of creditors, commit any act of insolvency, or fail to pay promptly when due all bills and charges for labor, materials, and rental of equipment used in the performance of this Contract or of insolvency, or fail to pay promptly when due all bills and charges for labor, materials, and rental of equipment used in the performance of this Contract, or required by this Contract to be paid, and/or in the event of Supplier's failure to perform promptly each and every obligation required hereunder, the City, upon mailing a written notice to Supplier, may take over the Work or any separable part thereof, and complete the same, or have same completed at Supplier's expense, and in taking over City shall have the right, for the purpose of completing the Work hereunder, to take possession of all drawings belonging to Supplier,

and for such purpose this Contract shall be construed as an assignment by Supplier to City of said drawings. Such taking over shall not constitute or be construed as a waiver by City of any action, claim or demand City may have against Supplier by reason of injury or damage resulting to City because of Supplier's failure of performance hereunder.

1.23. Audits

- A. The Supplier and its Subcontractors, shall maintain books, records, documents, and other evidence directly pertinent to performance of the work under this Contract in accordance with generally accepted accounting principles and its customary practices. The City shall, for the purpose of audit and examination, have reasonable access to and be permitted to reasonably inspect such books, records, documents, and other evidence directly related to this Contract for inspection, audit and copying for a period of three years after completion of this Contract. Written notice of any audit shall be provided in advance to Supplier and any and all costs shall be paid by the City. Such information, relating solely to this Contract, shall include but not be limited to:
 - 1. A statement about the accounting system indicating the following:
 - a. An overview of the accounting system and its capability to track costs and provide financial information.
 - b. Written procedures and policies concerning the accounting system, timekeeping, payroll, purchased services and materials, direct and indirect cost control, asset capitalization, depreciation, and pre-contract costs.
 - 2. Chart of accounts including definition of what is included in each account.
- B. Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines.

1.24. Contract and Performance Bond

The Supplier shall provide an executed Performance Bond for the amount of the sum of the prices for all Service Items inclusive in Attachment B (Pricing Matrix). The bond shall:

- A. Be on the form set forth in Attachment G;
- B. Be signed by an approved Surety (or Sureties) that:
 - 1. Is registered with the Washington State Insurance Commissioner, and
 - 2. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner;

- C. Be conditioned upon the faithful performance of the Contract by the Supplier within the prescribed time;
- D. Guarantee that the Surety shall indemnify, defend, and protect the City against any claim of direct or indirect loss resulting from the failure:
 - 1. Of the Supplier (or any employees, subcontractors, or lower tier subcontractors of the Supplier) to faithfully perform the Contract, or
 - 2. Of the Supplier (or any employees, subcontractors, or lower tier subcontractors of the Supplier) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, materials person, or any person who provide supplies or provisions for carrying out the Work.
- E. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and,
- F. Be signed by an officer of the Supplier empowered to sign official statements (sole proprietor or partner). If the Supplier is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of individual signing the bond to bind the corporation (i.e., a corporate resolution, power of attorney, or a letter to such effect by the president or vice-president.
- G. The bonds will remain in force for one (1) year following Final Acceptance Date of the Contract to insure Contract defects during the one-year warranty period in Section 2.14.

1.25 Prevailing Wage Requirements, RCW 39.12

This Contract is subject to payment of prevailing wages in accord with Title 39.12 RCW. Supplier and all entities contracting with Supplier for completion of the work required by this Contract shall pay all workers at least the prevailing wage for each classification as established by the Industrial Statistician for the Department of Labor & Industries and shall otherwise fully comply with the Washington Prevailing Wage Act and associated regulations.

Supplier is directed to the Washington Department of Labor & Industries website for prevailing wage rates required for this Contract. The rates that apply to this Contract shall be the most recent rates published by the Industrial Statistician as of the date Supplier executes the Contract and shall be attached to the final executed contract as Attachment H.

SECTION 2. ADDITIONAL CONTRACT TERMS AND CONDITIONS

2.1. Execution of the Contract and Total Price

- A. The documents constituting the Contract between the City and the Supplier are intended to be complementary so that what is required by anyone of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several

parts of the Contract Documents, they shall take precedence as listed on the Contract Form. The date the Contract Form is countersigned by the City is the Contract Effective Date. No other act of the City shall constitute Contract award. After Contract award, the City shall issue a "Notice to Proceed" detailing the Work to be performed. Purchase of Equipment shall be by Purchase Order. The Contract Price shall not be adjusted unless authorized by a Change Order in accordance with Subsection 1.2 Contract Changes and the Claim Procedures required by Subsection 1.14.

- B. City Equipment and City Services may be purchased at the City's option based on the unit prices set forth in Attachment B.
- C. The Contract may be executed in two counterparts, each of which shall be deemed an original and which shall together constitute one Contract.
- D. Cooperative purchase by other governmental or municipal agencies shall only be allowed in compliance with RCW 39.34 and the execution of an Intergovernmental Cooperative Purchasing Agreement as appropriate.

2.2. Contract Term and Notice to Proceed

- A. The term of this Contract shall commence on the Effective Date of the Contract and continue until December 31, 2017 as set forth in the Contract Schedule unless terminated earlier pursuant to the provisions of Subsection 1.4.
- B. Notice(s) to Proceed shall be issued referencing this Contract. Notices to Proceed shall define and authorize the Work by the Supplier based on the Work contained in Attachment A. The Notice(s) to Proceed issued by the City may confirm duly executed Change Orders to the Contract terms, funding or other matters subject to Subsection 1.2, Contract Changes. The Supplier shall commence the Work upon receipt of the Notice to Proceed and shall diligently prosecute the same in conformity with the Contract Schedule, which the City may change from time to time for any reason.

2.3. Schedule

The schedule by which the Supplier shall provide the Equipment and Services required by this Contract is attached hereto as Attachment D and incorporate herein by this reference.

2.4. Notices

All notices or Documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when delivered to the addresses first set forth below.

For Project Management related notices or Documentation:

City of Auburn	Ferguson Enterprises, Inc.
Susan Fenhaus, Water Utility Engineer 25 West Main Street Auburn, WA 98001 Phone: (253) 804-5061 Email: sfenhaus@auburnwa.gov	_____, Project Manager Address 24025 Snohomish Woodinville Rd Address Woodinville, WA 98072 Phone: (503) 209-2027 Email: _____@ferguson.com

A. Invoice Schedule

The Contract Schedule that identifies the major milestones in the Work is attached hereto as Attachment D and incorporated herein by this reference.

FAILURE TO COMPLY WITH THESE REQUIREMENTS OR TO PROVIDE AN INVOICE
IN CONFORMANCE WITH THE CONTRACT MAY DELAY PAYMENT.

B. Subcontractor Prompt Payment

The Supplier shall pay each Subcontractor under this Contract for satisfactory performance of its subcontract according to the terms agreed to between the Supplier and each of its Subcontractors. The Supplier shall pay any and all bills when due for all charges in connection with the Work. Failure to comply with the provisions of this paragraph shall constitute a default under this Contract. At any time the City may request, as a condition precedent to payment under this Subsection 2.5, reasonable and customary lien releases from Subcontractors for the completed portion of the Subcontractor's work shall be provided to the City in a form acceptable to the City.

C. Payment Procedures for Equipment and Implementation Services and Other Purchases

Attached as Attachment D is the Contract Schedule that identifies the major Implementation Services milestones. Within thirty (30) days of the Notice to Proceed for this Contract, the Supplier shall submit to the City a more detailed schedule of values that accurately defines the Work (or deliverables) performed for each water meter route designated by the City and a refined value of such Work. The final schedule of values shall substantially conform to the preliminary schedule attached as Attachment D and shall be subject to the Project Manager's approval prior to implementation. Such approval shall not be unreasonably withheld or delayed. The revised and approved Schedule of Values shall include line items, which reflect the values associated with the major components of the AMI system in such detail to allow the Project Manager to monitor and track monthly progress and percentage completion of the Work to ensure timely progress and approval of progress payments.

Payment terms are NET 45. Progress payments are subject to and conditioned on the successful, timely completion of each water meter route. Progress payments will be made against the allocated funds for each milestone as invoiced and approved by the Project Manager. Such approval shall not be unreasonably withheld or delayed. However, the Supplier

shall not be entitled to any payment for successive milestones if the deliverables from the previous milestone have not been accepted by the City.

Following the request by purchase order for Equipment and the delivery of the same, the Supplier shall invoice the City. The City will pay for actual equipment or hardware that is on hand for this project. The City will make payments according to the contract based installation services on completion of each water meter route. The quantities provided for each month are estimated annual requirements. The City will place orders as needed in lots per month or as determined by the City.

Payments are subject to retainage in the amount of 5% of each invoice. The retainage shall be fully paid to Contractor within sixty (60) days following completion of the Work, provided, however, that if the Work is to be completed in phases, the retainage for each Phase shall be paid upon completion of such phase.

D. General Condition

Before any payment can be made, the Supplier must submit a completed W-9 form to the City.

2.5 Not Used

2.6. Pricing

Prices for Equipment and Services furnished under this Contract shall remain effective through December 31, 2017. All adjustments to the contract price and equitable adjustments including all claims under Subsection 1.14 herein shall be in accord with this pricing and subparagraph 2.8 herein.

Future purchases of equipment beyond December 31, 2017, including new equipment needed to extend AMI system service to new City customers or an expanded City service area, will be based on the published list price less 12% for all equipment in effect for the year of purchase, or current pricing at time of order, whichever is less.

AMI system equipment purchased under this contract will be based upon orders placed by the City. Deliveries of ordered equipment will be shipped to the City. Supplier will pay all freight charges for such deliveries, including return of equipment that the City is submitting for warranty replacement. Supplier will agree to the pricing terms of this contract as long as the supplier retains the distribution rights to the Sensus product line in this territory and current Sensus Distributor pricing discount scheme remains in effect.

2.7. Shipping Charges

All prices shall include freight FOB to the delivery point(s) designated by the City. The City shall reject requests for additional compensation for freight charges.

2.8. Direct Costs Related to Additional Work

All direct costs for additional work, if any, performed by the Supplier at the City's request, and included in a Change Order, shall be billed at cost plus 10% and in accordance with subparagraph 2.6 above.

The Supplier's costs for travel, lodging, meal expenses, equipment, materials and supplies, equipment rental and all other costs related to the Work are included in the Total Price (section 2.1A) and will NOT be billed separately to the City. The Supplier or Sensus Metering Systems' costs for travel, lodging, meal expenses, equipment, materials and supplies, equipment rental and all other costs related to additional work will be included in the price negotiated for the additional work and will NOT be billed separately to the City.

2.9. Acceptance Process

The City may give iterative acceptances as the Work is accomplished either by phase or milestone, as described in Attachment A. The Supplier shall give the City "notice of completion" of Work related to a specific milestone following the Supplier's substantial completion of all such Work associated with the Milestone or phase.

A. Acceptance Process

Upon completion of the milestone deliverables the Supplier shall notify the City in writing (e-mail to address identified in section 2.4 preferred) and the Acceptance process will commence. Acceptance shall be based on conformance with the milestone guidelines. After notice by Supplier of completion of the milestone, City will issue a written notice of milestone Acceptance or provide Supplier with a notification of rejection, which will include documentation of the specific grounds for rejection, outlining items not in compliance with the deliverable guidelines. Acceptance shall not be unreasonably withheld or delayed.

B. Correction of Deficiencies Process

If a deliverable is rejected, the Supplier will have a commercially practicable time to correct items documented in the City's notification of rejection. Following the delivery of Suppliers' notice that the Work has been corrected, the City will issue a written notice of Acceptance or provide Supplier with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining Work not in compliance with the milestone. The project schedule will be adjusted accordingly in the event that a dispute regarding the method or accuracy of the correction causes a delay. If the deliverable(s) fails to comply with the milestone after Suppliers' second attempt to correct the Work and no agreed resolution is reached between the City's Project Manager and the Supplier's Project Manager, the City will determine the appropriate corrective actions.

2.10. Final Acceptance Process

The City shall begin the Final Acceptance process in accordance with the Contract as follows:

- A. Final Acceptance shall be based on successful completion of the Scope of Services, as described in Attachment A.
- B. If the City Accepts the Work, the City will send a notice of Final Acceptance to the Supplier indicating the successful completion of the performance testing described in the Scope of Services, Attachment A.
- C. If the City determines that the Work is not acceptable, the City shall notify the Supplier in writing, describing the deficiencies.
- D. The Supplier shall either provide a detailed, written plan to achieve Final Acceptance or to make corrections or replacements within a mutually agreed upon time period with no charge to the City. The Parties shall mutually agree on a start date for beginning another Performance test as described in Attachment A, Scope of Services.
- E. If the City Accepts the Work following a second or subsequent Performance Test the City will send a notice of Final Acceptance to the Supplier.
- F. If the Supplier does not correct or replace the unacceptable Work the City may declare a breach of contract.
- G. Final Acceptance shall not be unreasonably withheld or delayed.

2.11. Warranty Provisions

Subject to Subsection 1.4, Supplier warrants that all products supplied shall be new and shall be installed in accord with manufacturer's instructions and requirements in a good and workmanlike manner. Supplier's warranties under this Contract do not include the performance or suitability of any manufactured or prefabricated goods and all such warranties are limited to those offered by the respective manufacturer or fabricator. To the extent permitted, Supplier hereby assigns all manufacturer or fabricator warranties to the City and agrees to assist the City in any claims under those warranties.

2.12. Express Warranties for Implementation Services

- A. The Supplier warrants that:
 - 1. The Implementation Services shall in all material respects conform to the requirements of this Contract.
 - 2. Qualified, professional personnel with in-depth knowledge shall perform the Implementation Services in a timely and professional manner, and that the Implementation Services shall conform to the standards generally observed in the industry for similar Implementation Services.
 - 3. The Implementation Services shall be in compliance with all manufacturer warranties and installation instructions, applicable laws, rules and regulations.

- B. Subject to Subsection 1.4, upon receipt of notice from the City that the Implementation Services were not performed in accordance with the limited warranty herein, the Supplier shall re-perform the services to the City's reasonable satisfaction in accord with the provisions of Subparagraph 2.14 below.

2.13. Equipment Warranty

For specific terms of the Equipment Warranty, see Attachment E incorporated in its entirety as if fully set forth herein. The sole and exclusive remedy for Equipment alleged to be defective in workmanship or material will be the repair or replacement of the Equipment, subject to the manufacturer's inspection and warranty.

In addition, the annual maintenance agreement between the City and the Supplier is provided in Attachment C.

2.14. Defective Work and Supplier Warranty Service

- A. Supplier agrees to return to the project and repair or replace any of its installation work and services that fail to perform as required by the Contract for a period of twelve (12) months from Final Acceptance Date of the work (the "Warranty Service Period"). Supplier's warranty service is in addition to all other obligations and duties under this Contract including but not limited to Supplier's warranty that the work comply with the requirements of this Contract. During the Warranty Service Period, if the City determines that Supplier's work is not performing as required under this Contract, the City will give Supplier written notice of the deficiency and Supplier will respond by repairing or replacing the work to the City's reasonable satisfaction within five (5) working days of receiving the notice. The Supplier's obligation to repair or replace work is limited to the work performed by Supplier and its subcontractors and does not extend to work necessitated by equipment defects, work performed by the City, or work required due to normal wear and tear, abuse, or neglect. If the City is not reasonably satisfied with the repair or replacement or with Supplier's actions or response, the parties will attempt to negotiate a resolution of the matter and failing that will submit the dispute to voluntary mediation if the parties agree or otherwise to litigation in accord with the venue provisions of Subsection 1.5. Any related claims by the Supplier for additional compensation, equitable adjustment, or additional time must meet the claim notice provisions of Subsection 1.14.
- B. In addition to the Supplier Warranty Service described in Subsection 2.14(A), if the City determines that Supplier's work is not fully and completely in accordance with any requirement of the Contract, it may give written notice and description of such non-compliance to the Supplier in the manner set forth in Subsection 1.4. Within ten (10) business days of receiving the City's notice that the Supplier's work is not in accordance with the requirements of the Contract, Supplier will respond by either repairing or replacing the work or presenting the City with a reasonably thorough and prompt remedy. The Supplier's obligation to repair or replace work is limited to the work performed by Supplier and its subcontractors and does not extend to work necessitated by equipment defects, work performed by the City, or work required due to normal wear and tear, abuse, or neglect. If the City is not reasonably satisfied with the

repair or replacement or with Supplier's actions or response, the parties will attempt to negotiate a resolution of the matter and failing that will submit the dispute to voluntary mediation if the parties agree or otherwise to litigation in accord with the venue provisions of Subsection 1.5. Any related claims by the Supplier for additional compensation, equitable adjustment, or additional time must meet the claim notice provisions of Subsection 1.14.

2.15 Accrual of Actions.

The parties mutually agree that as to acts or failures to act occurring prior to the date of Substantial Completion of the work under this contract, any alleged cause of action shall be deemed to have accrued in any and all events no later than such date of Substantial Completion.

2.16 Responsible Contractor.

Supplier warrants and represents that it meets all mandatory responsibility criteria under RCW 36.04.350 including but not limited to being a registered contractor under RCW 18.27 at the time this Contract is executed. Supplier further warrants that it will require all of its subcontractors, if required by law, to meet these criteria if required to register under these provisions.

SECTION 3. INSURANCE REQUIREMENTS

3.1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Supplier shall file with the City evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, and the expiration date.
- B. Failure to provide such insurance in a timeframe acceptable to the City shall enable the City to suspend or terminate the Supplier's Work hereunder in accordance with Contract provision regarding "Termination for Convenience/Default." Suspension or termination of this Contract shall not relieve the Supplier from its insurance obligations hereunder.

3.2. Insurance Requirements

Description

The Supplier shall not commence any work until it has obtained, at its own expense, all insurance including the required insurance. Supplier shall include all costs for insurance in the Pricing Matrix (see Attachment B). The Supplier shall take out, pay for and maintain throughout the duration of and specifically for the work the insurance as specified in the following section.

Insurance Requirements

- A. The Supplier shall obtain and keep in force during the term of the contract, Commercial General Liability insurance policies and any and all other insurance, including those required

herein, that will fully protect the City from any and all losses, costs and damages arising out of Suppliers' work or products. Such insurance shall be with insurance companies which have an A.M. Best's rating of "A VII" or better, and who are approved by the Insurance Commissioner of the State of Washington pursuant to Title 48 RCW.

- B. Providing of coverages in the stated amounts shall not be construed to relieve the Supplier from liability in excess of such limits.
- C. Prior to the execution of the Contract, the Supplier shall purchase a Commercial General Liability insurance policy meeting the requirements set forth herein. The Supplier shall file with the City at the time of execution of the Contract Agreement, a Certificate of Insurance evidencing and confirming that all required insurance coverages have been obtained and are in force. The certificate shall be accompanied by such policy endorsements as are necessary to comply with the requirements set forth herein, including but not limited to Additional Insured endorsement forms CG 2010 04 13 and CG 2037 04 13, set forth in Attachment F or their most recent equivalent which are necessary to cover both on-going and completed operations. Failure of the Supplier to fully comply with the requirements regarding insurance will be considered a material breach of Contract and shall be cause for immediate termination of the Contract and of any and all City obligations, regarding same. Supplier agrees to keep its completed operations coverage in effect for a minimum of three (3) years after final acceptance.
- D. The Supplier shall not begin work under the Contract or under any special condition until all insurance required by law and the Contract has been obtained and is in effect. Said insurance shall provide coverage to the Supplier and City as required herein. The coverage so provided shall protect against claims from bodily injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the Supplier or by anyone directly or indirectly employed or retained by either of them, to do all or any part of the work.
- E. In the event the Supplier is required to make corrections on the premises after the project has been inspected and accepted, it shall obtain at its own expense, and prior to commencement of any corrective work, such insurance coverage as is required herein above for such periods when corrective operations are being performed.
- F. The insurance policies shall specifically name the City, its elected and appointed officers, officials, employees, volunteers, as additional Insured with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the Supplier; (b) products and completed operation of the Supplier, and (c) premises owned, leased or used by the Supplier. The insurance shall be maintained in full force and effect at the Supplier's expense throughout the term of the contract.
- G. The commercial general liability and property damage insurance shall include coverage to protect the Supplier from contingent liability, which may arise from operations of their subcontractors. Also, the Supplier shall secure certificates of insurance as evidence that each subcontractor carries insurance to provide coverage under this Contract for the same limits as is required by the Supplier. The Supplier shall submit copies of its subcontractor insurance certificates to the City and the Engineer as evidence of insurance coverage.
- H. Supplier agrees to give the City at least 30 days prior written notice of cancellation or, nonrenewal.
- I. The coverages provided by the Supplier's insurance policies shall be primary to any insurance maintained by the City, except as respects losses attributable to the negligence of the City.

Any insurance that might cover this Contract which are maintained by the City shall be in excess of the Suppliers insurance and shall not contribute with it.

- J. The Supplier's insurance policies shall protect each Insured in the same manner as though a separate policy had been issued to each. The inclusion of more than one Insured shall not affect the rights of any Insured as respects any claim, suit or judgment made or brought by or for any other Insured or by or for any employee of any other insured.
- K. The General Aggregate provision of the Supplier's insurance policies shall be amended to show that the General Aggregate Limit of the policies apply separately to this project.
- L. The Supplier's insurance policies shall not contain deductible or self-insured retention's in excess of reasonable amounts based upon the size and net-worth of the Supplier.
- M. Reserved.
- N. City is not required to provide Supplier's insurance companies with any special notification of any change or modification of this Contract or of extension of time, or of decreased or increased work, or of the cancellation of the Contract or of any other act or acts by the City or its authorized employees and agents, under the terms of this Contract and failure to so notify the aforesaid insurance companies of changes shall in no way relieve the insurance companies of their obligation under this Contract.
- O. Not applicable
- P. The Supplier shall maintain Workers' compensation Insurance and/or Longshore and Harbor Workers Insurance as required by State or Federal statute, for all of their employees to be engaged in work on the Project under this contract and in case any such work is sublet, the Supplier shall require the subcontractor similarly to provide Workers' Compensation Insurance and/or Long shore and Harbor Workers' Insurance for all of the latter's employees engaged in such work. The Supplier's Labor & Industries account number shall be noted on the Certificate of Insurance.
- Q. Workmen's Occupational Disease Insurance shall be taken out covering all persons whom the Supplier may employ in carrying out the work contemplated under this Contract.
- R. In the event any class of employees engaged in the work under this Contract is not covered under Worker's Compensation insurance or Longshore and Harbor Workers' Insurance as required by State and Federal statute, the Supplier shall maintain and cause each subcontractor to maintain Employer's Liability Insurance for limits of at least \$1,000,000 each employee for disease or accident, and shall furnish the City with satisfactory evidence of such.
- S. The Supplier shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. The services of the City's or engineer's personnel in conducting construction review of the Supplier's performance is not intended to include review of the adequacy of the Supplier's work methods, equipment, bracing scaffolding, or trenching, or safety measures in, on, or near the construction site. The Supplier shall provide safe access for the City and its inspectors to adequately inspect quality of work and the conformance with project specifications.
- T. The Supplier shall be solely and completely responsible to perform all work and furnish all material in strict compliance with all applicable State, City, County and Federal laws,

regulations, ordinances, orders and codes. The Supplier's attention is directed to the requirements of the Washington Industrial Safety and Health Act, WISHA, RCW 49.17.

The City will not pay any progress payments until the Supplier has fully complied with this section. This remedy is not exclusive and the City may take such other action as is available under other provisions of this contract, or otherwise in law.

- U. The Contractual coverage of the Supplier's policy shall be sufficiently broad enough to insure the provisions of the Hold Harmless Agreement of this contract (see Section 1.13).

Types and Limits of Insurance Required

1. Commercial General Liability
 - \$2,000,000 each occurrence Bodily Injury and Property Damage
 - \$2,000,000 General Aggregate
 - Employees and Volunteers as Additional Insured for both on-going and completed operations
 - Premises and operations
 - Broad form property damage including underground, explosion and collapse hazards (XCU)
 - Products completed operations (through guaranty period)
 - Blanket contractual
 - Subcontractors
 - Personal Injury with employee exclusion deleted
 - Employers liability (Stop gap)
2. Automobile Liability
 - \$2,000,000 per accident Bodily Injury and Property Liability covering:
 - o Any owned automobile
 - o Hired automobiles
 - o Non-owned automobile
3. Umbrella Liability
 - \$2,000,000 per occurrence
 - \$2,000,000 aggregate

As an alternative to the above indicated Commercial General Liability and Umbrella Liability insurance policies the Supplier may provide the City with a City and Supplier Protective Policy with a limit of coverage of \$5,000,000.

SECTION 4. SPECIFICATIONS

Information contained within the Supplier's Proposal, taken together with the information contained in the Contract Documents, constitute the specifications.

SECTION 5. ADD/DEDUCT PRICING

At the City's option, it may add or deduct equipment at the prices set forth in Attachment B to this Contract. At the City's sole discretion it may purchase additional AMI units and/or AMI components at the prices set forth in Attachment B to this Contract.

SECTION 6. PERMITS AND LICENSES

The Supplier and any subcontractors are required to obtain a City of Auburn business license prior to beginning any work.

ATTACHMENT "A"

Project CP1317, Water Meter & Billing System Improvements, Contract No. 15-11

SCOPE OF SERVICES

Scope of Services

1.0 Summary

- 1.1 This Scope of Services describes activities, roles and responsibilities of Ferguson Waterworks ("FWW" or "Ferguson"), associated with the Advanced Metering Infrastructure (AMI) system within the defined service territory and City boundaries, excluding those areas serviced by other water purveyors, for City of Auburn customers.
- 1.2 Ferguson Waterworks will perform water meter, register and/or radio change outs on every endpoint (approximately 15,000) from 5/8" to 12" meters for City of Auburn project.
- 1.3 FWW will provide the fully-functioning AMI system as defined herein that transmits and integrates the water meter readings from all endpoints into the City of Auburn's customer billing system (Springbrook).

2.0 General Responsibilities.

2.1 Ferguson Waterworks:

- 2.1.1 Conduct a propagation study to determine the locations best suited for installation of the FlexNet Base Stations and to ensure proper communications with end point transmitters and the Regional Network Interface (RNI).
- 2.1.2 Attend regularly scheduled meetings during implementation.

2.2 City of Auburn:

- 2.2.1 Provide a key point of contact to work with Ferguson.
- 2.2.2 Provide Ferguson a map of its Service Territory with latitude and longitude ("lat/long") coordinates of its Service Territory boundaries, a list of meter locations, and a list of preferred Customer tower locations.
- 2.2.3 Work with Ferguson to develop a shipping schedule to include network and metering components for the Sensus AMI System. The shipping schedule will be updated at least quarterly, but may be updated on a more frequent basis as implementation proceeds. The shipping schedule shall identify each geographic area of the deployment, the specific locations of meters (street addresses and/or lat/long if available) in that area, and the estimated date of installation in that area. The plan shall estimate the number of meters by Sensus part number and form type to be installed for each quarter of the project until completion.
- 2.2.4 Be responsible for monthly fees associated with the network access for all sites where network access is needed.
- 2.2.5 Provide communications link between the RNI and the FlexNet Base Station. One of the following should be used to access these components: (i) Cisco VPN; (ii) Open VPN Connection; or (iii) SSH access via port 22 to Linux NC. If Customer is providing SSH access, Port 22 on the firewall must be opened and redirected to the internal IP address of the Sensus RNI.
- 2.2.6 Purchase any routers, hubs, mounting equipment, uninterruptible power supply and/or security equipment needed to connect the RNI to Customer's internal network, if software is hosted by City.
- 2.2.7 Be responsible for the payment of any taxes, renewal, regulatory or license fees associated with the network collector hardware sites.
- 2.2.8 Be responsible for applying for and purchasing any needed work permits.
- 2.2.9 Purchase registers required for retrofit of existing Badger meters 3" or larger (approximately 60 meters).
- 2.2.10 Pre-drill meter box lids with the correct size hole for the 520M SmartPoint Transmitter.

3.0 Software as a Service- See Attachment C, of the Contract (Sensus AMI Base Terms) for details

4.0 Assumptions for Deployment

4.1 Water Meter Assumptions

- 4.1.1 Most meters are located outdoors in pits. Meters not located outdoors in pits will require scheduled appointments.
- 4.1.2 FWW is not responsible for meter box adjustments or replacements
- 4.1.3 FWW is not responsible for pipe modifications or repairs of any kind
- 4.1.4 For meter box pits with excessive dirt or water, a problem ticket will be created. Installer will be responsible for removal of water from meter pit. Excessive water will be defined as continuous water flow. Meter box pits with excessive dirt will be determined if the dirt is in excess over the top of the meter nuts. If this is the case, will escalate the location to the City of Auburn project manager for review and corrective work by the City.
- 4.1.5 All water meter exchanges will be like for like, no resizing
- 4.1.6 FWW will provide Command Links (in working condition) and software to be used for module programming: one per water meter installer and two spares
- 4.1.7 Meter box lids will be pre-drilled with the correct size hole for the 520M SmartPoint Transmitter
- 4.1.8 FWW will be responsible for correcting any leaks at the valves, couplings or service lines that could be attributed to the meter installation if reported within the one (1) year warranty period. The warranty period will begin after the completion of each phase of installation.

4.2 General Assumptions and Notes

- 4.2.1 FWW to provide warehouse space.
- 4.2.2 Pricing assumes meters will be available in warehouse at least 1 month prior to installation.
- 4.2.3 Project duration is 3 calendar years. Start Time will be determined by signed contract date.
- 4.2.4 The City will provide customer communications regarding the project.
- 4.2.5 There will be no City of Auburn imposed work stoppages or interruptions, excluding Holidays listed in Section 11.1. Meters will be installed according to the schedule established in Attachment D of the Contract. The City will determine order of meter installation, and will coordinate with other City construction projects, activities and events to provide the least disruption to citizens.
- 4.2.6 Standby Rate: applies when FWW staff has to stay at meter site due to hazardous condition or awaiting the City staff.
- 4.2.7 Clean-up Rate: Applies to new installations not able to be completed during the normally scheduled route duration.
- 4.2.8 FWW will provide permits for confined space entry and all equipment, material and labor required for confined space entry.
- 4.2.9 City's meter location address data is 95% accurate.
- 4.2.10 Standardized leased vehicles are not required; installers can use their own vehicles. The vehicles will have the FWW company logo on them.
- 4.2.11 FWW will locate the meter box. If the meter is on private property, in a dangerous location or is in use, the FWW representative will enter onto the property only for the expressed purpose of attempting to make contact with the resident. If contact is made, the FWW representative will identify himself including showing appropriate identification and explain the purpose of the contact. After two (2) attempts to make contact in the same day, FWW will escalate the work order to the City of Auburn Project Manager to schedule an appointment for installation. The new installation must be scheduled while the install crew is in the current route. Any installation outside this time will be billed at a cleanup rate.
- 4.2.12 Installation rates comply with prevailing wage rates for Washington State Department of Labor & Industries (King County and Pierce County).

4.3 Equipment

- 4.3.1 Meters and radios: iPerl, OMNI R2, OMNI C2, OMNI T2, and Sensus 520M MXU single port and dual port.
- 4.3.2 Programming Equipment: Trimble Nomad 900 handheld and Command Link.
- 4.3.3 Base Stations: Sensus M400 two-way collector.
- 4.3.4 Antenna and cable.

- 4.3.5 RNI for hardware equipment.

5.0 Installation Procedures

5.1 Retrofit-Only Work Instructions

- 5.1.1 If contact is made with the customer, inform them that you will be performing work on their water meter and their water service will not be interrupted. Provide the customer an estimate of time that it will take you to complete this process. Proceed with retrofit.
- 5.1.2 If contact was not made with the customer, proceed with retrofit and leave a door hanger after work is complete.
- 5.1.3 For large Badger meters, replace register, install and activate radio.
- 5.1.4 For Sensus iPerl meters, install and activate radio.
- 5.1.5 Leave the area in the condition that you found it before you started the meter change-out. Check meter for leakage in the box and leave area clean from debris and tools. Any debris or dirt removed from the pit to effect the installation will be replaced in the pit upon completion.
- 5.1.6 Under no circumstance will a meter pit or vault be left uncovered and unsupervised by FWW.
- 5.1.7 All Site Photos shall be taken prior to leaving the meter location.

5.2 Full Meter Exchange Work Instructions

- 5.2.1 If contact is made with the customer, inform them that you will temporarily shut off their water to change-out their water meter. Provide the customer an estimate of time that it will take you to complete this process. Proceed with meter exchange.
- 5.2.2 If the customer is currently using water and will not allow the install to be performed, raise a problem ticket.
- 5.2.3 If no contact is made with the customer and no large amounts of water are being used, proceed with meter exchange. Leave a door hanger after exchange is completed.
- 5.2.4 If no contact is made with the customer but large amounts of water are being used, raise a problem ticket and move to the next location.
- 5.2.5 If it is not possible to exchange the meter for some reason, raise a problem ticket and move to the next location.
- 5.2.6 When changing-out the meter and gaskets, avoid getting any debris such as dirt, bark, etc., into the service line. Tighten the meter nuts snugly during installation. Install the radio in the meter box lid per manufacturer's recommendation.
- 5.2.7 Prior to restoring water service, open the hose bib closest to the area where you think the service enters the foundation of the home.
- 5.2.8 Turn on the water at the meter, return to the hose bib, and flush the complete service line until all the air and discolored water has left the line. (There should be a burp of air at the hose bib before leaving.)
- 5.2.9 Leave the area in the condition that you found it before you started the meter change-out. Check meter for leakage in the box and leave area clean from debris and tools. Any debris or dirt removed from the pit to effect the installation will be replaced in the pit upon completion.
- 5.2.10 Under no circumstance will a meter pit or vault be left uncovered and unsupervised by FWW.
- 5.2.11 All Site Photos shall be taken prior to leaving the meter location.

5.3 Deliverables

The following deliverables are to be provided to the City of Auburn:

- 5.3.1 Legacy Meter Out Read
- 5.3.2 Legacy Meter Number
- 5.3.3 New Meter In Read
- 5.3.4 New Meter Serial Number
- 5.3.5 Radio ID
- 5.3.6 MXU Type "C" Fixed

- 5.3.7 Installation date and time
- 5.3.8 Installer-field worker identification number
- 5.3.9 Installation problem tickets using the problem escalation codes specified in Section 5.4.
- 5.3.10 Photos: All Photos can be viewed and uploaded for the Ferguson work force software. GPS information will be collected thru the Sensus Flex Net System and sent to City of Auburn CIS system.
 - 5.3.10.1 Pre-installation Site Photo (extending at least one foot outside meter box footprint)
 - 5.3.10.2 Legacy Register Face Photo (Showing Last Read)
 - 5.3.10.3 New Register Face Photo (Showing New Read)
 - 5.3.10.4 Post-installation Site Photo (extending at least one foot outside meter box footprint)

5.4 If Unable to Change-Out Water Meter

If unable to perform retrofit or change-out, raise a problem ticket using the following problem escalation (PE) codes.

PE Group	PE Item	Photo?	Problem Resolution Process
Cannot Access	Meter Access Obstructed	Y	PATH 1: City Escalation
Cannot Access	Requires Key/Code	Y	PATH 1: City Escalation
Cannot Access	Aggressive Animal	Y	PATH 2: Call Center
Cannot Access	Locked Gate/Fence	Y	PATH 2: Call Center
Cannot Access	Unable to Locate	N	PATH 2: Call Center
Customer Issue	Refusal	N	PATH 1: City Escalation
Customer Issue	Requires Appointment	N	PATH 2: Call Center
Customer Issue	Missed Appointment	N	PATH 2: Call Center
Information	Pre-existing Leak	Y	PATH 1: City Escalation
Information	Description (Note)	If required	PATH 4: Informational
Meter Issues	Serial Number Mismatch	Y	PATH 1: City Escalation
Meter Issues	Meter Size Mismatch	Y	PATH 1: City Escalation
Meter Issues	Flooded Meter Box	Y	PATH 1: City Escalation
Meter Issues	Dirt in Pit	Y	PATH 1: City Escalation
Meter Issues	Meter Box Damaged	Y	PATH 1: City Escalation
Other-Blocker	Description (Note)	If required	PATH 1: City Escalation
Out of Scope	Confined space (OSHA)	Y	PATH 2: Call Center
Out of Scope	Incorrect Meter Type	Y	PATH 1: City Escalation
Out of Scope	Meter pit in street	Y	PATH 1: City Escalation
Suspected Tampering	Meter Bypassed	Y	PATH 1: City Escalation
Suspected Tampering	Inverted/Backward Meter	Y	PATH 1: City Escalation

6.0 FWW Responsibilities

- 6.1 *General.* FWW shall provide the necessary services, software, and facilities for the installation of the System.
- 6.2 *Installation Services.* FWW will provide meter replacement and such other services as are described in this Scope of Services and the manufacturer's installation specifications. All installers shall be trained by a Sensus Certified Trainer. Services will be completed utilizing FWW trained Installers and FWW supervisors. Additionally, FWW will provide a project manager who will be experienced in the installation of AMI meters.

- 6.2.1 FWW shall supply all necessary personnel and supplies for installation of the meters, including, without limitation, personnel protective equipment, tools, products, services, supplies, training, and on-site support for deployment of the System. FWW shall perform installations in accordance with the Installation Procedures as detailed in Section 3.0.
- 6.3 FWW will utilize the Work Order Management System ("WOMS") to track, collect, and report critical project information regarding field forces and field assets. FWW will provide ten (10) Licenses to City of Auburn. This number does not include licenses used in the field by FWW personnel. Additional licenses may be purchased separately.
- 6.4 *Vehicles.* FWW shall be responsible for all vehicles it uses on the project. FWW shall provide service vehicles on site stocked with common fittings and supplies needed for normal service restoration and/or replacement. FWW' vehicles, including private vehicles used for the work, shall have the company logo prominently displayed on both sides of the vehicle. Any employee of FWW that drives a vehicle in connection with this project must have a valid driver's license for the class of vehicle being driven.
- 6.5 *Meter salvage.* FWW will be responsible for returning all legacy meters and registers from the endpoint installation to City of Auburn project manager for recycling by the City.
- 6.6 *FWW appearance and identification.* FWW will wear uniform identifying their company name, picture ID and supervisor contact information.
- 6.7 *Customer Issues.* FWW must notify City of Auburn Project Manager, at time of incident, regarding any customer complaints received during the project.
- 6.8 *Water Meters.* FWW shall provide all water meters required for installation one month in advance so as not to impede installation activities.
- 6.9 *AMI Radios.* FWW shall provide all AMI radios required for installation one month in advance so as not to impede installation activities.
- 6.10 *Programming Equipment.* FWW shall provide all programming equipment and software required for installation prior to project deployment so as not to impede installation activities.
- 6.11 *Materials.* FWW will provide all seals, gaskets, mounting brackets, nuts and bolts, and any other miscellaneous materials that are needed.
- 6.12 *Warehouse Storage.* FWW shall provide warehouse space and necessary equipment, i.e. pallet jack, fork lift, etc. for storage of new and legacy meters, cross-dock facilities.
- 6.13 FWW will provide all meters and radios required including meters over 3". All meters not installed under this contract shall be delivered to the City facilities.

7.0 City of Auburn Responsibilities

- 7.1 *Door Hangers.* City of Auburn will provide to FWW all door hangers. FWW will provide message to use on door hangers, and will provide such information to allow sufficient time for City to prepare door hangers.
- 7.2 *Pre-Installation Notices.* City of Auburn will be notifying their customers of the project prior to installation.
- 7.3 *PER Tickets.* City of Auburn will respond promptly to Production Escalation Report (PER) tickets, as appropriate.
- 7.4 *Sensitive Customers.* City of Auburn will identify in the CIS data provided to FWW all medical needs and highly sensitive customers requiring pre-scheduled appointments as known by the City.
- 7.5 *CIS Data.* City of Auburn will provide to FWW all CIS data needed to determine the location of meters to be installed. Meter location address data shall be at least 95% accurate. For each site, information will be provided that will indicate whether the meter register only is to be removed and an AMR-compatible retrofit register installed, or whether the meter is to be completely replaced; City shall provide either Street Address and/or GPS location of the meter.
- 7.6 *Meter Box Lids:* The meter box lids shall be configured to obtain the maximum signal strength from transmitters installed in meter pits or vaults. City of Auburn shall replace or retrofit all meter box lids and any other lids needed to obtain the performance requirements specified herein.
 - 7.6.1 City of Auburn will drill 1-7/8 Inch AMI radio holes in all lids prior to FWW performing scheduled work. In the event that a hole is not drilled to the sufficient size, FWW will document and bill City of Auburn on a time and materials basis, using the Stand-By Rate for the work of re-sizing the hole.
- 7.7 *City Project Manager.* City of Auburn will designate an employee or agent who will manage the project on behalf of City. The function of this Project Manager is to coordinate with FWW and ensure compliance with the specifications and scope of work.

8.0 Systems Acceptance Testing Period.

- 8.1 After the first full route of meters are installed, City of Auburn and FWW staff will conduct a System Acceptance Testing (SAT) of the system. SAT includes meter and radio installation procedures, CIS integration confirmation and Sensus FlexNet confirmed meter reads, FWW will not be permitted to perform work until this testing has been completed and approved. The SAT period is not to exceed 3 business days. After 3 business days, FWW will be permitted to continue performing meter installations. System Acceptance will be deemed acceptable by the City of Auburn when the Sensus FlexNet System receives 98.5% success in a 4 day billing window. See Section 14.6 for Acceptance Criteria

9.0 Additional Project Related Information

9.1 Installation sequence

- 9.1.1 City of Auburn and FWW shall establish an overall schedule for installation of the entire project.

10.0 Work Hours

- 10.1 All meter change out work will be done between 7:00am to 5:00pm Monday through Friday unless pre-approved by City of Auburn. No work will be done on City legal holidays except where required or authorized by City of Auburn. Legal holidays shall be defined as those holidays annually observed by City of Auburn. These are: Labor Day, Veterans Day, Thanksgiving (2 days), Christmas (1 day), New Year's Day, Martin Luther King Day, President's Day, Memorial Day, and Independence Day (a total of 10 days).

11.0 Scheduling.

- 11.1 If FWW personnel is unable to perform an installation, the installer shall leave a City of Auburn-provided door hanger informing the Customer that the meter installation attempt was made and advising the Customer that an appointment must be scheduled to perform the installation. Such door hanger shall provide a toll free number that the Customer should call for appointment purposes. FWW shall be paid for the initial visit at the applicable meter exchange price.
- 11.2 FWW shall attempt to contact the Customer by phone two (2) times after FWW attempts to install the meter at the Customer's premises FWW will make an appointment to perform the installation.
- 11.3 If FWW is unable to locate an Customer's premises, they shall escalate a problem ticket to the City of Auburn Project Manager.
- 11.4 If FWW is able to make an appointment with such Customer, then FWW agrees to use commercially reasonable efforts to perform the installation at the appointment time. FWW shall be paid for the additional visit at the applicable meter exchange price. There will be a maximum of one charge per meter location.
- 11.5 After three failed (3) attempts as described above (defined as one in person and two via phone calls), FWW will identify this Customer as returned to City .

12.0 Acceptance of completed work

- 12.1 *Acceptance of completed work.* All work will be considered acceptable based on meeting all of the criteria listed below.

- 12.1.1 There are no visible leaks post-installation. The Meter and Radio are installed per the manufacturer's installation guidelines. The installer received an "Activation Success" message during the Radio activation process.
- 12.1.2 The meter pit was covered and the site was left in workable condition.
- 12.1.3 City of Auburn will be inspecting 10% of all installations in each route to verify that all of the criteria listed above are met. These inspections must be completed within 1 business day of receiving the meter exchange file from FWW.
- 12.1.4 The route will be accepted and approved for billing and payment if greater than 95% of the inspected sample meets all of the criteria listed above. If City of Auburn determines 5% or more of the inspected sample in a route do not meet all the criteria listed above, then FWW and City of Auburn will revisit 100% of the meters in that route to guarantee the proper installation at no additional cost to City of Auburn.

13.0 Quality control

- 13.1 *Quality control program.* FWW will validate 100% of the legacy meter readings (compare pictures to data) and 10% of project pictures for quality.
- 13.2 *Improper installations.* FWW shall be responsible for replacing any meter, transmitter, or appurtenances improperly set. FWW shall correct any damage to couplings, threads, unions or meters by use of improper tools or cross threading by an installer.

14.0 City of Auburn Sensus FlexNet BaseStation Installation Scope of Work

Summary:

- 14.1 Ferguson Enterprises, Meter & Automation Group will provide both the City with Instruction Manuals necessary for completing each step outlined in the Scope of Work.
- 14.2 FWW will provide all site work and mounting of equipment for Base Stations at the Lea Hill and Lakeland Hills Reservoirs.

General Responsibilities:

14.3 The City Shall:

- 14.3.1 Provide 120V 30 amp Electrical to each BaseStation Cabinet mounting location
- 14.3.2 Provide padlocks for BaseStation Security

14.4 Ferguson Waterworks Shall:

- 14.4.1 Provide overall Project Management of the Installation of Infrastructure and Backhaul, Configure BaseStations, Configure Backhaul, Request Commissioning of BaseStations, Assist with Software Implementation and Configuration, Provide and Assist with Training on Endpoint Installation, Logic and RNI Software Training, System Optimization, and Overall System Management.
- 14.4.2 Provide Cellular Backhaul -LS300 AirLink Modems with Magnetic Antenna
- 14.4.3 Provide Conduit for Power Supply to the BaseStation Cabinet. Install conduit for HeliAx Antenna Cable, sweeps for the HeliAx Cable will be 36" Schedule 80 Rigid PVC. Any conduit necessary for the Cellular Backhaul Antenna is at the discretion of the City.
- 14.4.4 Provide any floor mounts or strut brackets for installation of the M400 BaseStation Cabinet.
- 14.4.5 Provide Project Management-MS Project Schedule to be provided
- 14.4.6 Provide Specifications for Infrastructure Installation.
- 14.4.7 Assist with Site Preparation.
- 14.4.8 Will contract with Pre Approved Installation Contractor for Antenna and BaseStation Connections.
- 14.4.9 Oversee Infrastructure Installation
- 14.4.10 Oversee Installation of Cellular Backhaul
- 14.4.11 Perform initial Configuration of the BaseStation
- 14.4.12 Request Sensus RF Technician Commission BaseStation and Certify Installation
- 14.4.13 Supply and assist with the Configuration of Logic and RNI Software in a Hosted Environment.
- 14.4.14 Provide training on Endpoint Installation, Software and System Maintenance.

14.5 Antenna and BaseStation Installation Contractor (Provided by Ferguson) Shall:

- 14.5.1 Provide Installation of the BaseStation and OMNI Directional Antenna per Installation Specifications. (See: BaseStation Installation Manual and Metro 50 Installation Manual)
- 14.5.2 Provide all Bracketing needed to mount the antennae.
- 14.5.3 Verify Installation of the Metro50 BaseStation Cabinets to designated location.
- 14.5.4 Provide all strapping hardware needed to secure the HeliAx Cable
- 14.5.5 Make all Data and Power Terminal, and Antenna Cable Connections to the BaseStation per specifications.
- 14.5.6 Perform Cable Sweeps and provide documentation from Spectrum Analyzer as to Return Loss and Signal Strength.

14.6 Acceptance Milestones and Criteria

14.6.1 Milestone 1-Network Deployment

- 14.6.1.1 Network deployment is achieved when: 1) the BaseStation(s) have been installed; 2) the RNI has been configured; 3) Logic Software has been integrated with City of Auburn's Springbrook Billing Software and the Integration has been validated.

14.6.2 Milestone 2-System Acceptance

- 14.6.2.1 System acceptance is achieved when the system performance has reached a level of 98.5% (during a 4 day reading window) or better successful reads.
- 14.6.2.2 System performance is calculated by dividing the number of installed endpoints that are registered on the network that have successfully provided a reading during a five day reading window by the total number of installed endpoints that are registered on the

network.

14.6.2.3 System acceptance will be performed on a route by route basis. A complete route will be installed, optimized and then evaluated for acceptance.

14.6.2.4 When calculating the system performance the following exceptions apply. An endpoint will not be included in the count of installed endpoints (included in neither the dividend nor the divisor) if any of the following occur:

14.6.2.4.1 If daily reads are lost due to a BaseStation Power Failure that lasts more than 24 hours

14.6.2.4.2 A Force Majeure Event or Act of God that affects the endpoint or BaseStation

14.6.2.4.3 The endpoint is removed from service

14.6.2.4.4 The endpoint is damaged or tampered with

14.6.2.4.5 The endpoint cannot communicate to the system due to an object being placed over it (e.g. parked automobile, RV, etc.)

14.6.2.4.6 The endpoint is installed in an area outside of the service area.

14.7 **Manuals:** Sensus FlexNet System manuals to be provided as part of the scope of services.

14.7.1 Logic Integration Manual

14.7.2 Logic User Manual

14.7.3 Logic Reference Manual

14.7.4 BaseStation Installation Manual R3

14.7.5 BaseStation M400 Installation Manual R2

14.7.6 Field Logic Connect Manual

14.8 **Submittals:** FWW shall provide submittals for the following:

14.8.1 Site plan and equipment for Base Stations

14.8.2 Meters and endpoint transmitters

14.8.3 Programming equipment

14.8.4 Submittal Transmittal Process:

14.8.4.1 All submittals shall be made electronically and shall be transmitted via e-mail to PWSubmittals@auburnwa.gov. The e-mail subject line of electronic submittals shall include the following: CP1317, Water Meter & Billing System Improvements - <<<Submittal Title>>>. Each electronic e-mail shall be limited to 7 MB's in size. All electronic submittals shall be clear, sharp high contrast electronic files in Word 2007, Excel 2007, or PDF formats. Hard copies may be submitted instead of electronic format upon approval of the City.

14.8.4.2 All submittals indicated above shall accompany a City of Auburn "Request for Submittal Approval" (RSA) form as a cover letter. The RSA form is a writable Portable Document Format (PDF) form and shall remain writable until the city returns the signed reviewed submittal.

14.9 Training

14.9.1 Minimum 5 non-consecutive days training onsite.

14.9.2 Training specific for each area of expertise.

14.9.3 Prerequisite training, scheduled 1-2 weeks prior to initial training.

14.9.4 Initial training, scheduled after installing meters for a couple weeks to train the users with real City of Auburn data.

14.9.5 Secondary advanced training, scheduled 4-6 months after initial training.

15.0 Integration

15.1 FWW is responsible for furnishing all code and instructions necessary to the City or to the City's utility billing software vendor (Springbrook) at City's direction to allow data transfer to and from the installed AMI system. The City is using Version 7.16.0.0 Build #36788 of the utility billing software. Data shall transfer without error or loss of information from the AMI system to the billing software.

15.2 The following is an example of the type of information that will be required in the transfer file. Details of the transfer file are to be identified by Springbrook, in collaboration with Sensus, and with review by the City. The AMI system shall accept the input fields from the billing system software in a standard ASCII formatted file:

15.2.1 Input Field (billing system to AMI system) Type and Field Length

15.2.2 Account Number {Char 44}

15.2.3 Service Code {Not used}

15.2.4 Service Sequence {Int 4}

15.2.5 Route/Book/Group {Not used}

15.2.6 Read Sequence {Int 4}

15.2.7 Customer First Name {Char 20}

15.2.8 Customer Middle Initial {Char 1}

15.2.9 Customer Last Name {Char 60}

15.2.10 Meter Location {Char 60}

15.2.11 Street Number {Char 50}
15.2.12 Suffix {Not used}
15.2.13 Meter Number {Char 10}
15.2.14 High Reading {Int 4}
15.2.15 Low Reading {Int 4}
15.2.16 Dials {Not used}
15.2.17 Previous Reading {Int 4}
15.2.18 Meter ID # {Char 10}
15.2.19 Read Type {Char 10}

ATTACHMENT "B"

Project CP1317, Water Meter & Billing System Improvements, Contract No. 15-11

PRICING MATRIX



Meter & Automation Group

24025 Woodinville-Snohomish Rd.

Woodinville, WA 98072

Tel: 253-375-3055

Fax 425-806-8510

thomas.erickson@ferguson.com

City of Auburn

2015- Phase 1- Large Meters and District 5

Date: 4/24/2015

Sensus FlexNet Material and Install Pricing

Item No	Qty	Description	Unit	Unit Price	Total
<u>Sensus FlexNet Hardware & Software</u>					
1		520M SmartPoint and Meters			\$ 347,833.27
1.1	213	Sensus 520M MXU Single Port	ea	\$ 118.06	\$ 25,146.78
1.2	0	Sensus 520M MXU Dual Port	ea	\$ 143.36	\$ -
1.3	4	5/8x3/4 Inch Iperl Meter	ea	\$ 127.14	\$ 508.56
1.4	43	1 Inch Iperl Meter	ea	\$ 201.43	\$ 8,661.49
1.5	34	1-1/2 Inch OMNI R2 Meter	ea	\$ 449.60	\$ 15,286.40
1.6	27	2 Inch OMNI R2 Meter	ea	\$ 630.83	\$ 17,032.41
1.7	53	3 Inch OMNI C2 Meter	ea	\$ 1,517.38	\$ 80,421.14
1.8	32	4 Inch OMNI C2 Meter	ea	\$ 2,635.45	\$ 84,334.40
1.9	12	6 Inch OMNI T2 Meter	ea	\$ 4,623.17	\$ 55,478.04
1.11	7	8 Inch OMNI T2 Meter	ea	\$ 7,353.64	\$ 51,475.48
1.12	1	10 Inch OMNI T2 Meter	ea	\$ 9,488.57	\$ 9,488.57
2		Programming Equipment			\$ 16,533.04
2.1	4	Trimble Nomad 900 Handheld	ea	\$ 3,750.00	\$ 15,000.00
2.2	4	Command Link	ea	\$ 383.26	\$ 1,533.04
3		Sensus AMI Collection Equipment			\$ 40,000.00
3.1	2	Sensus M400 Two-Way Collector	ea	\$ 20,000.00	\$ 40,000.00
4		Sensus Logic Software and Training			\$ 37,325.00
4.1	1	RNI Logic Software Hosted 15K (Year 1)	ea	\$ 15,625.00	\$ 15,625.00
4.2	1	Logic Installation and Configuration Fee (One Time)	ea	\$ 15,000.00	\$ 15,000.00
4.3	1	Sensus RNI Logic Core Training	ea	\$ 6,700.00	\$ 6,700.00
4.4	1	Sensus/City of Auburn- Customer Access Portal	ea	\$ 48,867.50	TBD
Sensus FlexNet Hardware & Software Total					\$ 441,691.31
<u>Sensus FlexNet Installation</u>					
5		Sensus 520M and Meter Install			\$ 60,001.92
5.1	4	5/8x3/4 Inch Iperl and 520M Install	ea	\$ 50.71	\$ 202.84
5.2	43	1 Inch Iperl Meter	ea	\$ 50.71	\$ 2,180.53
5.3	34	1-1/2 Inch OMNI R2 Meter	ea	\$ 114.09	\$ 3,879.06
5.4	27	2 Inch OMNI R2 Meter	ea	\$ 114.09	\$ 3,080.43
5.5	53	3 Inch OMNI C2 Meter	ea	\$ 313.74	\$ 16,628.22
5.6	32	4 Inch OMNI C2 Meter	ea	\$ 470.61	\$ 15,059.52
5.7	12	6 Inch OMNI T2 Meter	ea	\$ 705.91	\$ 8,470.92
5.8	7	8 Inch OMNI T2 Meter	ea	\$ 1,235.34	\$ 8,647.38
5.9	1	10 Inch OMNI T2 Meter	ea	\$ 1,853.02	\$ 1,853.02
5.11	1	RetroFit Sensus 520M Radio on New Meter	ea	\$ 38.00	TBD

6		FlexNet Collection Equipment Install				\$ 135,000.00
6.1	2	Sensus Metro 50 Install	ea	\$ 35,000.00	\$	70,000.00
		Collector Site Prep Includes: (price not to exceed)				
		Site Preparation Contractor				
		Electrical Contractor				
		Antenna Contractor				
		Mono Pole				
		Misc Charges				
6.2	1	Ferguson CIS Integration Workforce Software	lot	No Charge		
6.3	7	Project Management (TBD by Project Deployment)	Month	\$ 5,000.00	\$	35,000.00
6.4	1	Mobilization (TBD by Project Deployment)	lot	\$ 30,000.00	\$	30,000.00
6.5		Standby Rate	hr	\$ 115.46		As Needed
6.6		Route Clean-up Rate	hr	\$ 115.46		As Needed
Sensus FlexNet H&S Installation Total					\$	195,001.92
Sensus Hardware and Install Total					\$	636,693.23



Meter & Automation Group

24025 Woodinville-Snohomish Rd.

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Fax 425-806-8510

thomas.erickson@ferguson.com

City of Auburn

2016- Phase 2 District 1 & 3

Date: 4/24/2015

Sensus FlexNet Material and Install Pricing

Item No	Qty	Description	Unit	Unit Price	Total
Sensus FlexNet Hardware & Software					
1		520M SmartPoint and Meters			\$ 1,486,948.51
1.1	5415	Sensus 520M MXU Single Port	ea	\$ 118.06	\$ 639,294.90
1.2	0	Sensus 520M MXU Dual Port	ea	\$ 143.36	\$ -
1.3	4692	5/8x3/4 Inch Iperl Meter	ea	\$ 127.14	\$ 596,540.88
1.4	371	1 Inch Iperl Meter	ea	\$ 201.43	\$ 74,730.53
1.5	252	1-1/2 Inch OMNI R2 Meter	ea	\$ 449.60	\$ 113,299.20
1.6	100	2 Inch OMNI R2 Meter	ea	\$ 630.83	\$ 63,083.00
1.7	0	3 Inch OMNI C2 Meter	ea	\$ 1,517.38	\$ -
1.8	0	4 Inch OMNI C2 Meter	ea	\$ 2,635.45	\$ -
1.9	0	6 Inch OMNI T2 Meter	ea	\$ 4,623.17	\$ -
1.11	0	8 Inch OMNI T2 Meter	ea	\$ 7,353.64	\$ -
1.12	0	10 Inch OMNI T2 Meter	ea	\$ 9,488.57	\$ -
2		Programming Equipment			\$ -
2.1	0	Trimble Nomad 900 Handheld	ea	\$ 3,750.00	\$ -
2.2	0	Command Link	ea	\$ 383.26	\$ -
3		Sensus AMI Collection Equipment			\$ -
3.1	0	Sensus M400 Two-Way Collector	ea	\$ 20,000.00	\$ -
4		Sensus Logic Software and Training			\$ 23,125.00
4.1	1	Year 2 RNI Logic Software Hosted 15K	ea	\$ 23,125.00	\$ 23,125.00
4.2	0	Logic Installation and Configuration Fee (One Time)	ea	\$ 15,000.00	\$ -
4.3	0	Sensus RNI Logic Core Training	ea	\$ 6,700.00	\$ -
4.4	0	Sensus/City of Auburn- Customer Access Portal	ea	\$ 48,867.50	TBD
Sensus FlexNet Hardware & Software Total					\$ 1,510,073.51
Sensus FlexNet Installation					
5		Sensus 520M and Meter Install			\$ 296,904.41
5.1	4692	5/8x3/4 Inch Iperl and 520M Install	ea	\$ 50.71	\$ 237,931.32
5.2	371	1 Inch Iperl Meter	ea	\$ 50.71	\$ 18,813.41
5.3	252	1-1/2 Inch OMNI R2 Meter	ea	\$ 114.09	\$ 28,750.68
5.4	100	2 Inch OMNI R2 Meter	ea	\$ 114.09	\$ 11,409.00
5.5	0	3 Inch OMNI C2 Meter	ea	\$ 313.74	\$ -
5.6	0	4 Inch OMNI C2 Meter	ea	\$ 470.61	\$ -
5.7	0	6 Inch OMNI T2 Meter	ea	\$ 705.91	\$ -
5.8	0	8 Inch OMNI T2 Meter	ea	\$ 1,235.34	\$ -
5.9	0	10 Inch OMNI T2 Meter	ea	\$ 1,853.02	\$ -
5.11	1	RetroFit Sensus 520M Radio on New Meter	ea	\$ 38.00	TBD

6		FlexNet Collection Equipment Install				\$	60,000.00
6.1	0	Sensus Metro 50 Install	ea	\$	35,000.00	\$	-
		Collector Site Prep Includes: (price not to exceed)					
		Site Preparation Contractor					
		Electrical Contractor					
		Antenna Contractor					
		Mono Pole					
		Misc Charges					
6.2	0	Ferguson CIS Integration Workforce Software	lot		No Charge		
6.3	12	Project Management (TBD by Project Deployment)	Month	\$	5,000.00	\$	60,000.00
6.4	0	Mobilization (TBD by Project Deployment)	lot	\$	30,000.00	\$	-
6.5		Standby Rate	hr	\$	115.46		As Needed
6.6		Route Clean-up Rate	hr	\$	115.46		As Needed
Sensus FlexNet H&S Installation Total						\$	356,904.41
Sensus Hardware and Install Total						\$	1,866,977.92



Meter & Automation Group

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City of Auburn

2017- Phase 3 District 2 & 4

Date: 4/24/2015

Sensus FlexNet Material and Install Pricing

Item No	Qty	Description	Unit	Unit Price	Total
<u>Sensus FlexNet Hardware & Software</u>					
1		520M SmartPoint and Meters		\$	2,361,207.15
1.1	8475	Sensus 520M MXU Single Port	ea	\$ 118.06	\$ 1,000,558.50
1.2	0	Sensus 520M MXU Dual Port	ea	\$ 143.36	\$ -
1.3	7241	5/8x3/4 Inch Iperl Meter	ea	\$ 127.14	\$ 920,620.74
1.4	629	1 Inch Iperl Meter	ea	\$ 201.43	\$ 126,699.47
1.5	377	1-1/2 Inch OMNI R2 Meter	ea	\$ 449.60	\$ 169,499.20
1.6	228	2 Inch OMNI R2 Meter	ea	\$ 630.83	\$ 143,829.24
1.7	0	3 Inch OMNI C2 Meter	ea	\$ 1,517.38	\$ -
1.8	0	4 Inch OMNI C2 Meter	ea	\$ 2,635.45	\$ -
1.9	0	6 Inch OMNI T2 Meter	ea	\$ 4,623.17	\$ -
1.11	0	8 Inch OMNI T2 Meter	ea	\$ 7,353.64	\$ -
1.12	0	10 Inch OMNI T2 Meter	ea	\$ 9,488.57	\$ -
2		Programming Equipment		\$	-
2.1	0	Trimble Nomad 900 Handheld	ea	\$ 3,750.00	\$ -
2.2	0	Command Link	ea	\$ 383.26	\$ -
3		Sensus AMI Collection Equipment		\$	-
3.1	0	Sensus M400 Two-Way Collector	ea	\$ 20,000.00	\$ -
4		Sensus Logic Software and Training		\$	24,189.33
4.1	1	Year 3 RNI Logic Software Hosted 15K	ea	\$ 24,189.33	\$ 24,189.33
4.2	0	Logic Installation and Configuration Fee (One Time)	ea	\$ 15,000.00	\$ -
4.3	0	Sensus RNI Logic Core Training	ea	\$ 6,700.00	\$ -
4.4	0	Sensus/City of Auburn- Customer Access Portal	ea	\$ 48,867.50	TBD
Sensus FlexNet Hardware & Software Total					\$ 2,385,396.48
<u>Sensus FlexNet Installation</u>					
5		Sensus 520M and Meter Install		\$	468,112.15
5.1	7241	5/8x3/4 Inch Iperl and 520M Install	ea	\$ 50.71	\$ 367,191.11
5.2	629	1 Inch Iperl Meter	ea	\$ 50.71	\$ 31,896.59
5.3	377	1-1/2 Inch OMNI R2 Meter	ea	\$ 114.09	\$ 43,011.93
5.4	228	2 Inch OMNI R2 Meter	ea	\$ 114.09	\$ 26,012.52
5.5	0	3 Inch OMNI C2 Meter	ea	\$ 313.74	\$ -
5.6	0	4 Inch OMNI C2 Meter	ea	\$ 470.61	\$ -
5.7	0	6 Inch OMNI T2 Meter	ea	\$ 705.91	\$ -
5.8	0	8 Inch OMNI T2 Meter	ea	\$ 1,235.34	\$ -
5.9	0	10 Inch OMNI T2 Meter	ea	\$ 1,853.02	\$ -
5.11	1	RetroFit Sensus 520M Radio on New Meter	ea	\$ 38.00	TBD

6		FlexNet Collection Equipment Install				\$	60,000.00
6.1	0	Sensus Metro 50 Install	ea	\$	35,000.00	\$	-
		Collector Site Prep Includes: (price not to exceed)					
		Site Preparation Contractor					
		Electrical Contractor					
		Antenna Contractor					
		Mono Pole					
		Misc Charges					
6.2	0	Ferguson CIS Integration Workforce Software	lot	No Charge			
6.3	12	Project Management (TBD by Project Deployment)	Month	\$	5,000.00	\$	60,000.00
6.4	0	Mobilization (TBD by Project Deployment)	lot	\$	30,000.00	\$	-
6.5		Standby Rate	hr	\$	115.46		As Needed
6.6		Route Clean-up Rate	hr	\$	115.46		As Needed
Sensus FlexNet H&S Installation Total						\$	528,112.15
Sensus Hardware and Install Total						\$	2,913,508.63

ATTACHMENT "C"

Project CP1317, Water Meter & Billing System Improvements, Contract No. 15-11

SENSUS AMI BASE TERMS & ANNUAL MAINTENANCE AGREEMENT

Advanced Metering Infrastructure (AMI) Agreement

between

**City of Auburn
("Customer")**

**and
Sensus USA Inc.
("Sensus")**

IN WITNESS WHEREOF, the parties have caused this AMI Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Term"), provided that it may be extended for a longer period by written agreement.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a AMI Agreement between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.

Customer: City of Auburn

By: _____

By: _____

Name: _____

Name: Nancy Backus _____

Title: _____

Title: Mayor _____

Date: _____

Date: _____

Contents of this Agreement:

Part 1: Notification for Spectrum Manager Lease

Part 2: AMI Agreement

Exhibit A Software as a Service

Exhibit B Technical Support

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

1	Customer/Lessee Name: City of Auburn		
	Attention To: Colin Schmalz		Name of Real Party in Interest: City of Auburn
	Street Address: 25 W Main Street		City: Auburn
	State: WA	Zip: 98001	Phone: 253-931-3000
	Fax:		Email: cschmalz@auburnwa.gov

Is Customer contact information same as above? ☒ Yes ☐ No (If No, complete box 2 below)

Additional Customer/Lessee Contact Information

2	Company Name: City of Auburn		
	Attention To:		
	Street Address:		City:
	State:	Zip:	Phone:
	Fax:		Email:

3	Customer/Lessee is a(n) (Select one): ☐ Individual ☐ Unincorporated Association ☐ Trust
	☒ Government Entity ☐ Corporation ☐ Limited Liability Company ☐ General Partnership
	☐ Limited Partnership ☐ Limited Liability Partnership ☐ Consortium ☐ Other _____

4	FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: _____ If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does not have a Form 602 on file.
	Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.

5	Customer Tax ID: 91-6001228
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6	Individual Contact For FCC Matters	
	Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system. This person would need to obtain his or her own personal FRN (FCC Registration Number) by going to the link below and completing the individual FRN registration.	
	Name: Colin Schmalz	
	Title: Network Communications Engineer	
	Email: cschmalz@auburnwa.gov	Phone: 253-804-5021
	Personal FRN: 0001563824	
Link for obtaining personal FRN: https://apps.fcc.gov/coresWeb/regEntityType.do		

7	Ownership Disclosure Information		
	Please list the names of the Board President and all Board Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a board member member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.		
		US Citizen?	Ownership Disclosure?
	Board President:	☐ Yes ☐ No	☐ Yes ☐ No
	Board Member:	☐ Yes ☐ No	☐ Yes ☐ No
	Board Member:	☐ Yes ☐ No	☐ Yes ☐ No
Board Member:	☐ Yes ☐ No	☐ Yes ☐ No	

Board Member:	☐ Yes ☐ No	☐ Yes ☐ No
Board Member:	☐ Yes ☐ No	☐ Yes ☐ No
Board Member:	☐ Yes ☐ No	☐ Yes ☐ No
Board Member:	☐ Yes ☐ No	☐ Yes ☐ No
Board Member:	☐ Yes ☐ No	☐ Yes ☐ No
Board Member:	☐ Yes ☐ No	☐ Yes ☐ No

8

Alien Ownership Questions (If the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/lessee a foreign government or the representative of any foreign government?	☐ Yes	☒ No
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9

Basic Qualification Information

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	☐ Yes	☒ No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	☐ Yes	☒ No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	☐ Yes	☒ No

10

Customer/Lessee Certification Statements

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	☒ Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	☒ Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	☒ Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	☒ Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that it has association with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	☒ Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	☒ Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	☒ Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	☒ Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

Type or Printed Name of Party Authorized to Sign

First Name: Nancy	MI:	Last Name: Backus	Suffix:
Title: Mayor		Customer Name: City of Auburn	
Signature:			Date:
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: AMI AGREEMENT

1. Equipment.

- A. **Purchase of Equipment.** Customer shall purchase all Equipment from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <http://na.sensus.com/TC/TermsConditions.pdf>, or 1-800-METER-IT.
- B. THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.

2. Services.

- A. **Installation of Equipment.** Installation services will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement.
- B. **Software Implementation.** Sensus shall install and configure the Software and shall install the Software on the Server Hardware.
- C. **IT Systems Integration Services.** Integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement.
- D. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
- E. **Project Management.** Project Management of the AMI System is not included in this Agreement.

3. Software.

- A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.

4. Spectrum

- A. **Definitions in this Section 4.** In this Section 4 only, "Sensus" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.
- B. **Spectrum Lease.** Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease ("Lease") over the frequencies of certain FCC license(s) ("FCC License") solely within Customer's Service Territory. (The frequencies of the FCC License within Customer's geographic Service Territory are called the "Leased Spectrum"). Customer shall pay the Ongoing Fees for use of the Leased Spectrum; if no Ongoing Fees are specifically listed for use of the Leased Spectrum, then Sensus shall partition \$900 from the other Ongoing Fees and such amount is hereby allocated to this spectrum lease pursuant to this Agreement.
- C. **FCC Forms.** At the Federal Communications Commission (FCC), Sensus will; (1) obtain an FCC Registration Number (FRN) for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
- D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:
 - i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
 - ii. Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
 - iii. If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number (TIN).
 - iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
- E. **Permitted Use of Spectrum Lease.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct meters in support of Customer's primary utility business or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the Leased Spectrum or from transmitting voice communications over the Leased Spectrum.
- F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Lease.
- G. **Termination of Spectrum Lease.** The Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer's breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.
- H. **FCC Compliance.** The following FCC requirements apply
 - i. Pursuant to 47 CFR 1.904(a);
 - (a) Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - (b) If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - (c) This Agreement is not an assignment, sale or other transfer of the FCC License;
 - (d) This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - (e) In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - ii. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that
 - (a) Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus represents and warrants that it has engineered the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and

(b) Sensus will file any necessary FCC forms or applications and Customer agrees reasonably to assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.

I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.

5. **General Terms and Conditions.**

A. **Intentionally Omitted**

B. **Limitation of Liability.**

i. Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of: (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for: (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

ii. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and spectrum lease shall immediately cease.

D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure. "Force Majeure" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.

E. **Intellectual Property.** No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment purchased or provided hereunder. "Intellectual Property" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.

F. **Confidentiality.** Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. As used herein, "Confidential Information" means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.

G. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.

H. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.

I. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.

J. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by the Parties attempting mediation in Washington. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in Washington. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.

K. **Restriction on Discovery.** The Parties acknowledge the abundance of documents, data, and other information stored in an electronic manner and the time and costs associated with retrieving relevant electronic data from the Parties during the Discovery portion of a claim. Accordingly, the Parties shall utilize only printed or hard-copy documents, data, and other information in Discovery and shall not use or request electronic or e-Discovery methods for any claim, demand, arbitration or litigation subject to this Agreement. All relevant and unprivileged printed or hard-copy materials shall be subject to Discovery, but

neither Party has an obligation to maintain printed or hard-copy files in anticipation of a claim, demand, litigation, or arbitration proceeding.

- L. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
 - M. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
 - N. **Four Corners.** This written Agreement represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement.
 - O. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
6. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either: (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
 - B. **"AMI System"** identifies the Sensus FlexNet Advanced Meter Infrastructure System comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Sensus. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
 - C. **"Echo Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
 - D. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
 - E. **"Field Devices"** means the meters and SmartPoint Modules.
 - F. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
 - G. **"FlexWare™ Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
 - H. **"Harris Software"** means the specific items of software provided by N. Harris Computer Corporation only to the extent Customer; (i) has been provided pricing for that specific item of Harris Software; and (ii) is current in its payments for that specific item of Harris Software.
 - I. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
 - J. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
 - K. **"LCM"** identifies the load control modules.
 - L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer during the Term of this Agreement.
 - M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
 - N. **"Permitted Use"** means only for reading Customer's meters in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
 - O. **"Release"** means both Updates and Upgrades.
 - P. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
 - Q. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
 - R. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
 - S. **"Service Territory"** identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described in the parties' spectrum lease filing with the FCC.
 - T. **"Server Hardware"** means the RNI hardware.
 - U. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.
 - V. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
 - W. **"TouchCoupler Unit"** identifies an inductive coupler connection from a water register to the SmartPoint Module.
 - X. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
 - Y. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
 - Z. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A Software as a Service

I Description of Services

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments for Software as a Service.

- A. Termination of Software as a Service.** Customer shall have the option at any time after full deployment but before the end of the Term to terminate the Software as a Service by giving Sensus one hundred twenty (120) calendar days prior written notice. Upon delivery of the notice, Customer shall purchase the necessary RNI(s) and shall pay all applicable fees, including any unpaid Software as a Service fees. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate the Software as a Service, Customer acknowledges that; (a) Customer shall purchase the RNI hardware; (b) Customer will purchase the necessary software license(s); (c) Sensus will cease to provide the Software as a Service; the parties will fulfill their respective obligations provided that the Customer shall only be obligated to purchase software licenses if it elects to continue to use and host the Sensus software. Sensus acknowledges and agrees at the time of termination and subsequent purchase, the Customer is the sole owner of any hardware purchased by the City from Sensus. Customer shall own all raw end user data. Sensus shall continue to own all Intellectual Property created during the term of the Agreement, including any aggregated and anonymized data.
- B. Software as a Service Definition.**
1. **"Software as a Service"** means only the following services:
 - i. Use of RNI hardware, located at Sensus' or a third party's data center facility (as determined by Sensus), that is necessary to operate the AMI System.
 - ii. Initial training (not to exceed five days) on the use of the AMI System and all product documentation, including any updates to product documentation.
 - iii. Providing Patches, Updates, and Upgrades to latest Sensus FlexWare Software releases.
 - iv. Providing FCC spectrum, pursuant to the terms of the spectrum lease, to operate the AMI System (for USA customers).
 - v. Providing remote firmware maintenance for FlexNet Base Stations and SmartPoint Modules (Customer must provide IP access to each FlexNet Base Station in order to perform secure shell (SSH) functions).
 - vi. Providing certain third party software required to operate the RNI (specifically, Microsoft SQL server, Microsoft Windows Server, Red Hat Linux OS, and other Bundled Software).
 - vii. Providing secure Web portal access to the hosted FlexWare Software application for the Customer (Customer system administrator grants RNI access to authorized Customer personnel as they are added).
 - viii. If requested, submitting a "daily reading file" in standard file format containing hourly consumption reads and all available alarms collected by the AMI System, including exception reports, such as zero consumption reads and non-responding meters (including traceability to the meter location when the meter installer provides the location information).
 - ix. 24x7x365 server and network monitoring and trouble ticket generation, advanced security monitoring and preventative maintenance monitoring using diagnostic software tools.
 - x. Network optimization after the final propagation study and FlexNet Base Station site plan is verified by Sensus, and network tuning of endpoints deployed in the Service Territory.
 - xi. Performing daily off-site vaulting of encrypted backup tapes containing one year of history for auditing purposes.
 - xii. Providing current Sensus fixed base reporting software (for up to 50,000 SmartPoint Modules) for up to thirteen (13) months of hourly data retention for basic reporting, route processing and querying functionality.
 - xiii. Providing telephone support consistent with the Sensus Technical Support as set forth in Exhibit B.
 - xiv. Providing "hot failover" disaster recovery solution within twenty four (24) hours.
 - xv. Providing FlexNet Base Station parts repair or replacement, at Sensus' discretion. This excludes field repair labor and field maintenance labor.
 2. **"Software as a Service"** does not include any of the following services:
 - i. Normal periodic processing of accounts or readings for Customer's billing system for billing or other analysis purposes (other than daily file delivery).
 - ii. Field labor to troubleshoot any SmartPoint Modules in the field in meter populations that have been previously accepted.
 - iii. First response labor to troubleshoot FlexNet Base Station, Echo Transceivers, Remote Transceivers or other field network equipment.
 - iv. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
 - v. Customer understands that the Sensus route manager meter data management (MDM) application is limited to 50,000 or fewer SmartPoint Modules, and Customer must utilize an enterprise MDMS (or other suitable solution) to manage reading data when system size exceeds 50,000 SmartPoint Modules.

If an item is not listed in subparagraphs (1) or (2) above, such item is excluded from the Software as a Service and is subject to additional pricing.

II Further Agreements

A. System Uptime Rate

1. Sensus (or its contractor) shall host the FlexWare Software application on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the hosted FlexWare Software application via internet or point to point connection (i.e., Hosted-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{(\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month})}{\text{TMO}}$$

2. Calculations

- i. **"Targeted Minutes of Operation"** or **"TMO"** means total minutes in the applicable month ("Month") minus the Scheduled Downtime in the Month.
- ii. **"Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to the FlexWare Software is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- iii. **"Non-Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to FlexWare Software is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

3. **Exceptions.** **"Exceptions"** mean the following events:

- i. Force Majeure;
 - ii. Emergency Work, as defined below; and
 - iii. Lack of Internet Availability, as described below.
4. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Host Systems or the FlexWare Software ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the FlexWare Software by the Customer is made available (the "Host Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
5. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- B. **Host Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Host Systems:
1. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 2. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 3. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 4. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 5. Dry pipe pre-action fire detection and suppression systems are provided.
 6. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. **Responsibilities of Customer**
1. Customer shall promptly pay all Software as a Service fees.
 2. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the FlexWare Software, Host Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the FlexWare Software application.
 3. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the FlexWare application hosted by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Host Systems in a secure manner via the public Internet.
 4. Each of Customer's authorized users will receive a username and password upon completion of the applicable Sensus registration process ("Authorized Users"). Such usernames and passwords will allow Authorized Users to access the FlexWare Software application. Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the FlexWare Software application and Host Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the FlexWare Software application through Customer's account, account ID, usernames or passwords.
- D. **Disaster Recovery.** In the case of a disaster and loss of access to or use of the FlexWare Software application, Sensus shall use commercially reasonable efforts to restore operations at the same location or at a backup location within twenty four (24) hours. Customer acknowledges and agrees that such an event may result in partial or degraded service when restored. The pre-disaster/loss level of service shall be restored as soon as commercially reasonable.

If Sensus is providing Customer with a license to use Harris Software, Customer agrees to the following:
Customer License Agreement

1. No license is given to the Customer for the source code to the Harris Software. The Customer agrees that it will not attempt to derive, or permit or help others to derive the source code relating to the Harris Software or attempt to otherwise convert or alter the Harris Software into human readable code. The Customer further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the source code relating to the Harris Software.
2. The Customer shall have no right to modify the Harris Software supplied by Sensus for Customer's use under this Customer License Agreement without the prior written approval and direction of Sensus and Harris.
3. Customer shall not sublicense or permit the sublicense of any of the rights granted to the Customer related to the Harris Software.
4. The Customer agrees that it will not, except as otherwise expressly provided in this Customer License Agreement or except as dictated by Customer's standard computer system's backup procedures and/or test environments, make or allow others to make copies or reproductions of the Harris Software or other proprietary information in any form.
5. The Customer will ensure that the Universal Copyright Convention symbol and other copyright and proprietary notices of Harris will remain on the Harris Software in machine-readable form.
6. The Customer will take the same care to safeguard the Harris Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
7. No third party, other than duly authorized agents or employees of the Customer authorized pursuant to the licenses issued hereunder, shall have access to or use of the Harris Software.
8. To enable Harris to provide effective support, the Customer shall allow Harris to have remote access to the Harris Software and shall permit Harris to use online diagnostics if required during problem diagnosis.

Exhibit B Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products and Sensus Lighting Control.
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM EST to 6:00PM EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Support ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state in which the call originated. The nature of the problem and severity levels will be agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into a support ticket for creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM).

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

Sev4 Minor system issues, questions, new features, or enhancement requests to be corrected in future versions.

Examples: Minor system issues, general questions, and "How-To" questions.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-serve basis. A first level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2

support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction.	- Satisfactory workaround is provided. - Program patch is provided. - Fix incorporated into future release. - Fix or workaround incorporated into the Support Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	- Satisfactory workaround is provided. - Program patch is provided. - Fix incorporated into future release. - Fix or workaround incorporated into the Support Knowledge Base.
3	1 Business Day	90 business days	- Answer to question is provided. - Satisfactory workaround is provided. - Fix or workaround incorporated into the Support Knowledge Base. - Fix incorporated into future release.
4	2 Business Days	12 months	- Answer to question is provided. - Fix or workaround incorporated into the Support Knowledge Base.

6. Problem Escalation Process.

6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

6.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.

6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.

6.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Support ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. General Support Provisions and Exclusions.

7.1. A Dell-provided three-year ProSupport hardware service plan plus a 4 hour "Mission Critical" upgrade accompanies the server/system hardware that Sensus procures on behalf of the customer. Sensus does not warrant third party server hardware. The customer may renew the ProSupport service plan directly with Dell. The "Dell Master Services Agreement" and "Pro Support for IT Services Description" documents may be found at www.dell.com/service contracts.

7.2. Sensus procures certain third party software licenses (e.g. Red Hat Enterprise Linux) required to operate the FlexNet-based applications on the Dell hardware. Sensus registers all the applicable third party software licenses in the customer's name and ships all documentation and licensing information to the customer with the server. The customer is responsible for maintaining all third party software licenses.

7.3. In the event of a server hardware failure at the customer site, Sensus will provide replacement Sensus proprietary software (e.g., FlexWare) either on digital media or downloadable from an internet site, as necessary. The method of software redistribution is at Sensus' discretion. The customer is responsible for re-installing the replacement software. Sensus installation support is not covered under this standard Technical Support program but may be provided as a fee-based service.

7.4. Sensus provides online documentation for Sensus products through the Sensus User Forum (<http://myflexnetsystem.com/Module/User/Login>). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.

7.5. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.

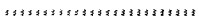
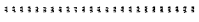
ATTACHMENT "D"

Project CP1317, Water Meter & Billing System Improvements, Contract No. 15-11

CONTRACT SCHEDULE

City of Auburn and Ferguson Waterworks AMI Deployment Project Schedule To Be Provided Within 30 Days of Signed Contract

Task Name	Start	Finish	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Contract Negotiations Complete and Contract Signed	Mon 8/3/15	Mon 8/3/15	◆ 8/3																												
Notice to Proceed	Tue 8/4/15	Tue 8/4/15	◆ 8/4																												
Project Management Kick-Off Meeting	Tue 8/11/15	Tue 8/11/15	◆ 8/11																												
Order Lead-time for Collectors, Meters, Radios, and Software	Tue 8/11/15	Mon 9/21/15																													
Logic Software Integration & Installation	Tue 8/18/15	Mon 9/28/15																													
Collectors Site Preparation and Installation	Thu 8/27/15	Thu 9/24/15																													
Sensus Validation Meeting	Thu 9/24/15	Fri 9/25/15																													
Phase 1-Large Meters & District 5 Installation	Mon 10/5/15	Thu 12/24/15																													
Prerequisite Software Training	Tue 11/10/15	Wed 11/11/15																													
Software Training	Mon 11/16/15	Wed 11/18/15																													
Radio Installation and Field Programming Training	Thu 11/19/15	Fri 11/20/15																													
Phase II-District 1 & 3	Mon 1/4/16	Thu 9/8/16																													
Phase III-District 4 & 2	Tue 1/3/17	Fri 9/8/17																													
Provide Sensus Manuals	Tue 11/24/15	Tue 11/24/15					◆ 11/24																								
Closeout Project	Thu 12/14/17	Fri 12/15/17																													

Project: AMISchedule2.mpp Date: Fri 6/26/15	Task		Inactive Milestone		Finish-only	
	Split		Inactive Summary		External Tasks	
	Milestone		Manual Task		External Milestone	
	Summary		Duration-only		Progress	
	Project Summary		Manual Summary Rollup		Deadline	
	External Tasks		Manual Summary			
	External Milestone		Start-only			

ATTACHMENT "E"

Project CP1317, Water Meter & Billing System Improvements, Contract No. 15-11

EQUIPMENT WARRANTY

Sensus Limited Warranty

G-500 R18

I. General Product Coverage

Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: <http://sensus.com/TC/> ("Terms of Sale").

II. SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

III. SR® 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4" and 1" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
5/8" SR Meter	1,500,000 gallons
3/4" SR Meter	2,250,000 gallons
1" SR Meter	3,000,000 gallons

IV. SR 1-1/2" & 2" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2" and 2" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" SR Meter	5,000,000 gallons
2" SR Meter	8,000,000 gallons

V. PMM® 5/8", 3/4", 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4", and 1" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
5/8" PMM	1,500,000 gallons
3/4" PMM	2,000,000 gallons
1" PMM	3,000,000 gallons

VI. PMM 1-1/2", 2" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2", and 2" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" PMM	5,000,000 gallons
2" PMM	8,000,000 gallons

VII. iPERL™ Water Management Systems...

that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Water Management System Data Sheet (IPL-110), available at www.sensus.com.

com/perl or by request from 1-800-METER-IT, for twenty (20) years from the date of Sensus shipment. The iPERL System warranty does not include the external housing.

VIII. Maincase...

of the SR, SR II and PMM in both standard and low lead alloy meters are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. Composite and E-coated maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

IX. Sensus "W" Series Turbo Meters, OMNI™ Meters and Propeller Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment.

X. Sensus accuMAG™ Meters...

are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from start-up, whichever occurs first.

XI. Sensus Registers...

are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 2" SR, SR II, PMM, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR, SR II, PMM, accuSTREAM Encoder Registers	10 years
Electronic Communication Index (ECI)	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for: "W" Turbo and Propeller Meters	1 year
OMNI Register with Battery	10 years

XII. Sensus Electric Meters...

are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment. Spare parts and components are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment.

Repaired or refurbished equipment repaired by Sensus is warranted to be free from defects in material and workmanship for ninety (90) days from the date of Sensus shipment or for the time remaining on the original warranty period, whichever is longer.

XIII. Batteries, iPERL System Components, AMR and FlexNet™ System AMI Interface Devices...

are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPads	10 years
RadioRead® MXU (Model 505C, 510R or 520R) and Batteries	20 years*
Act-Pak® Instrumentation	1 year
TouchRead® Coupler and AMR Equipment	1 year
FlexNet Water or Gas SmartPoint™ Modules and Batteries	20 years*
Hand Held Device	1 year
Vehicle Gateway Base Station	1 year
FlexNet Base Station (including the Metro and M400 base stations)	1 year
Echo Transceiver	1 year

XIII. Batteries, iPERL System Components, AMR and FlexNet™ System AMI Interface Devices... (continued)

Remote Transceiver	1 year
iConA and FlexNet Electricity SmartPoint Module	1 year
iPERL System Battery and iPERL System Components	20 years*
Residential Electronic Register	20 years*

(continued)

Sensus Limited Warranty

*Sensus will repair or replace non-performing:

- RadioRead® MXU (Model 505C, 510R and 520R) and Batteries,
- FlexNet Water or Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to two firmware downloads during the life of the product) and batteries,
- Residential Electronic Register with hourly reads
- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads at no cost for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1-10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

Note: Software supplied and licensed by Sensus is warranted according to the terms of the applicable software license agreement. Sensus warrants that network and monitoring services shall be performed in a professional and workmanlike manner.

XIV. Return...

Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus).

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. Sensus SmartPoints modules and MXUs returned must be affixed with a completed return evaluation label. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION XIV SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

XV. Warranty Exceptions and No Implied Warranties...

This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to goods that have been: installed improperly or in non-recommended installations; installed to

a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions."). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

XVI. Limitation of Liability...

SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

ATTACHMENT "F"

Project CP1317, Water Meter & Billing System Improvements, Contract No. 15-11

INSURANCE CERTIFICATIONS AND ENDORSEMENTS

ATTACHMENT "G"

Project CP1317, Water Meter & Billing System Improvements, Contract No. 15-11

CONTRACT BOND FORM

Bonding Documents To Be Provided At Time of Contract Acceptance

CONTRACT BOND
CONTRACT NO. 15-11
BOND NO. _____

BOND TO CITY OF AUBURN, WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____,
as principal, and _____, a corporation,
organized and existing under the laws of the State of _____
as a surety corporation, and qualified under the laws of the State of Washington to become surety
upon bonds of contractors with municipal corporations, as surety, are jointly and severally held
and firmly bound to the City of Auburn, Washington, in the penal sum of _____
dollars, for
the payment of which sum we jointly and severally bind ourselves and our successors, heirs,
administrators or personal representatives as the case may be.

This obligation is entered into in pursuance of the Statutes of the State of Washington and the
Ordinances of the City of Auburn, Washington.

Dated at Auburn, Washington, this _____ day of _____, 20____.
Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the City of Auburn on the _____ day of _____, 20____, let to the
above bounden principal a certain Contract. The said Contract being numbered 15-11, and
providing for the construction of Project CP1317, Water Meter & Billing System Improvements
(which Contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, or is about to accept, the said Contract, and
undertake to perform the work therein provided for in the manner and within the time set forth:

NOW, THEREFORE, if the above bounden principal shall faithfully and truly observed and
comply with the terms, conditions, and provisions of said Contract in all respects and shall well
and truly and fully do and perform all matters and things by them undertaken to be performed
under said Contract, upon the terms proposed therein, and any and all duly authorized
modifications of said Contract that may hereafter be made, and within the time prescribed
therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and
material men, and all persons who shall supply principal or subcontractors with provisions and
supplies for the carrying on of said work and shall hold said City of Auburn, Washington,
harmless from any loss or damage occasioned to any person or property by reason of any
carelessness or negligence on the part of said principal or any subcontractor in the performance
of said work, and shall in all respects faithfully perform said Contract according to law, and shall
indemnify and hold the City of Auburn, Washington, harmless from any damage or expense by
reason of failure of performance, as specified in said Contract, and

The undersigned principal and the undersigned surety present this contract bond related to the
Contract, PROVIDED that this document shall not be enforceable unless and until the City of

Auburn awards and executes the Contract to the undersigned principal. No obligations under this bond, for the performance of the above-referenced contract, shall be enforceable until the City of Auburn has executed the contract to the undersigned principal.

The Surety, hereby agrees that modifications and changes may be made in the terms and provisions of the aforesaid Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Contract Bond in a like amount, such increase; however, not to exceed twenty – five percent (25%) of the original amount of this bond without the consent of the Surety.

PROVIDED, however, that after the acceptance of this Contract and the expiration of the lien period, and if there are no liens pending, then the penal sum of this bond, shall be reduced to either ten percent (10%) of the value of the improvements to the City or two thousand dollars (\$2,000), whichever is greater, to warranty against defects appearing or developing in the material or workmanship provided or performed under this Contract within a period of one (1) year after acceptance. Notwithstanding the reduction of this bond, the principal and surety shall hold the City of Auburn harmless from all defects appearing or developing in the material or workmanship provided or performed under this Contract within a period of one (1) year after acceptance, THEN and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

It is hereby expressly agreed that if any legal action is necessary to be brought under the conditions of this bond, that the decisions of the Courts of the State of Washington shall be binding.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument this _____ day of _____, 20____.

Principal

Surety

By _____

Attorney in Fact

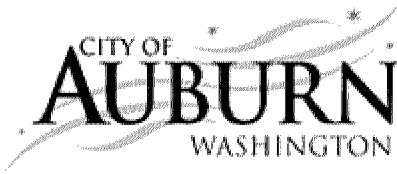
Resident Agent's Address & Phone Number

ATTACHMENT "H"

Project CP1317, Water Meter & Billing System Improvements, Contract No. 15-11

PREVAILING WAGE RATES

**All Prevailing Wage Documents To Be Filed and Provided To The
City of Auburn with Washington State Labor And Industries Prior
to Execution of Services**



AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5157

Date:
July 13, 2015

Department:
CD & PW

Attachments:
Resolution No. 5157
Existing TIP #69
Proposed Modified TIP #69

Budget Impact:
\$0

Administrative Recommendation:

City Council adopt Resolution No. 5157.

Background Summary:

The purpose of this Resolution is for the City Council to set a time and date for a public hearing regarding a proposed modification to the 2016-2021 Transportation Improvement Program (TIP). The proposed modification is to update a project for which the City was awarded \$200,000.00 in design phase funding on June 22, 2015 by the State Pedestrian and Bicycle Safety Grant Program. The project is required to be in the City's TIP consistent with the award in order to obligate the grant funds and proceed with the project.

TIP #69, 22nd & I Street NE Intersection, was originally programmed in the 2015-2020 TIP, updated with the 2016-2021 TIP adoption on June 15th, and is being modified now to reflect the secured grant award.

Both project name and description were revised to be consistent with the grant agency requirements.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: July 20, 2015

Item Number: RES.B

RESOLUTION NO. 5 1 5 7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, SETTING A HEARING DATE IN RELATION TO AMENDING THE 2016-2021 TRANSPORTATION IMPROVEMENT PROGRAM OF THE CITY OF AUBURN PURSUANT TO R.C.W. CHAPTER 35.77

WHEREAS, the City is required to include projects in the Transportation Improvement Program (TIP) in order to be eligible to accept grant funds; and

WHEREAS, RCW 35.77.010 requires that the legislative body of each City is required to prepare and adopt a Comprehensive Transportation Improvement Program (TIP) for the ensuing six years. The program may at any time be revised by a majority of the legislative body of a City, but only after conducting a public hearing.

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

Section 1. PURPOSE. The purpose of this Resolution is for the City Council to set a time and date for a public hearing to amend the 2016-2021 Transportation Improvement Program, to modify one existing project for which the City has been awarded grant funding.

Section 2. NOTICE OF HEARING. The Council hereby directs that a notice specifying the time and place of the public hearing shall be published one time in a newspaper of general circulation and the notice shall also be posted in

Resolution No. 5157
July 6, 2015
Page 1

three public places. Such public notice shall precede the public hearing by at least 10 days.

Section 3. DATE OF HEARING. Pursuant to the requirements of State law, a public hearing on said 2016-2021 Transportation Improvement Program will be held on the 3rd of August, 2015, at 7:00 p.m., or as soon thereafter as reasonably possible, in the Council Chambers of the Auburn City Hall at 25 West Main Street in Auburn, Washington, before the City Council. All persons interested in said 2016-2021 Transportation Improvement Program may attend and testify at said hearing.

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

Section 5. EFFECTIVE DATE. This resolution shall be in full force and effect upon passage and signatures hereon.

DATED and SIGNED this _____ day of July, 2015.

CITY OF AUBURN

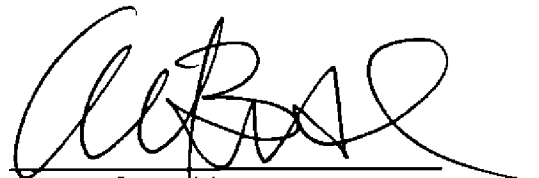
NANCY BACKUS
MAYOR

Resolution No. 5157
July 6, 2015
Page 2

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

Resolution No. 5157
July 6, 2015
Page 3

City of Auburn Transportation Improvement Program

Six Year Transportation Improvement Plan**TIP# 69****ARTERIAL STREET FUND (102)**

Project Title: **I Street NE & 22nd Street NE Roundabout Safety Improvement**
 Project No: **cpxxxx**
 Project Type: **Capacity (Safety)**
 Project Manager: **TBD**

STIP# AUB-N/A**LOS Corridor ID# 21****Description:**

This project includes the design and construction of a roundabout at the 22nd Street NE intersection with I Street NE. This is currently a all-way stop controlled intersection.

Progress Summary:

Preliminary Design was initiated in 2015. Final design and construction are dependant on securing full funding.

Future Impact on Operating Budget:

There is no impact to the street maintenance budget.

Activity:	2015 YE	Budget			Forecast Project Cost				Total Project Cost	
		Prior to 2015	Estimate	2016	2017	2018	2019	2020		2021
Funding Sources:										
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	100,000	940,000	-	-	-	-	1,040,000
Traffic Impact Fees	-	50,000	50,000	50,000	235,000	-	-	-	-	385,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	-	50,000	50,000	150,000	1,175,000	-	-	-	-	1,425,000
Capital Expenditures:										
Design	-	50,000	50,000	150,000	-	-	-	-	-	250,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	1,175,000	-	-	-	-	1,175,000
Total Expenditures:	-	50,000	50,000	150,000	1,175,000	-	-	-	-	1,425,000

City of Auburn Transportation Improvement Program

Six Year Transportation Improvement Plan**TIP# 69****ARTERIAL STREET FUND (102)**

Project Title: **22nd Street NE & I Street NE intersection**
 Project No: **CP1513**
 Project Type: **Capacity (Safety)**
 Project Manager: **TBD**

STIP# AUB-xx**LOS Corridor ID# 21****Description:**

This project will design a modern roundabout at the 22nd Street NE and I Street NE intersection in place of the existing all-way stop-control. The proposed design will improve bicycle and pedestrian safety and ADA accessibility.

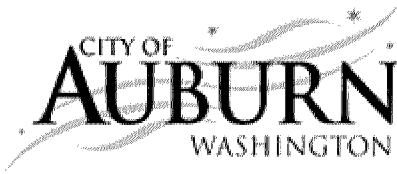
Progress Summary:

State grant was awarded for design in 2015. Construction phase is dependant on securing future grants or other local funding.

Future Impact on Operating Budget:

There is no impact to the street maintenance budget.

Activity:	2015 YE	Budget			Forecast Project Cost				Total Project Cost	
		Prior to 2015	Estimate	2016	2017	2018	2019	2020		2021
Funding Sources:										
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Secured State Grant	-	160,000	40,000	-	-	-	-	-	-	200,000
Unsecured Grant	-	-	-	940,000	-	-	-	-	-	940,000
Traffic Impact Fees	-	40,000	15,000	235,000	-	-	-	-	-	290,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	-	200,000	55,000	1,175,000	-	-	-	-	-	1,430,000
Capital Expenditures:										
Pre-Design	-	5,000	-	-	-	-	-	-	-	5,000
Design	-	195,000	55,000	-	-	-	-	-	-	250,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	1,175,000	-	-	-	-	-	1,175,000
Total Expenditures:	-	200,000	55,000	1,175,000	-	-	-	-	-	1,430,000



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5160

Date:

July 14, 2015

Department:

Community Development &
Public Works

Attachments:

Resolution No. 5160

Attachment A

Attachment B

Attachment C

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Resolution No. 5160 authorizing the purchase of approximately 41.5 acres of vacant land from Puget Sound Energy for a purchase of price of \$75,000.00, plus closing costs of approximately \$850.00.

Background Summary:

Puget Sound Energy is the owner of certain real property, identified as King County Assessor's Tax Parcel No. 6655000025 comprised of 29.21 acres [located northerly and northwesterly of Roegner Park, within the City of Auburn, Washington], King County Assessor's Tax Parcel No. 3021059020 comprised of 4.69 acres [east of and adjacent to the corner of 42nd Street Southeast and 41st Street Southeast, within the City of Auburn, Washington] and a portion of King County Assessor's Tax Parcel No. 302105HYDR [located northerly and northeasterly of Roegner Park, within the City of Auburn, Washington] comprised of approximately 7.60 acres, totaling approximately 41.5 acres of land.

On February 2, 2015, staff briefed the City Council regarding the potential for City acquisition of the property, and ongoing City staff discussions with Puget Sound Energy representatives regarding the potential purchase of the land.

On March 3, 2015, Mayor Backus upon advice and direction of the City Attorney executed a conditional purchase and sale agreement and Tax Pro-ration Agreement with Puget Sound Energy for the purchase of the property. The negotiated purchase price is \$75,000.00. The purchase of the property is subject to the following Buyer's Conditions for Closing (Section 7.6 of the Conditional Purchase and Sale Agreement).

1. Receipt of written approval by the City from the King County Flood Control District (KCFD) for the City to use a portion of the City of Auburn's allocation of KCFCD Sub-Regional Opportunity Fund to pay the purchase price for the Property as established in Section 3 of the Agreement.

2. Adoption of a Resolution of the Auburn City Council approving the purchase and ratifying and confirming the Mayor's actions in connection with the Agreement.

The public benefits for the acquisition of these properties include future flood control capital project capacity and assistance in helping the City maintain its Community Rating System (CRS) rating – acquisition of flood prone properties is eligible for positive scoring for the City's CRS rating. In addition, portions of the area of acquisition could be used for future salmon recovery/aquatic restoration projects, passive open space recreation, and/or public education opportunities.

City staff due diligence activities for this property include, but are not limited to, the procurement and review of a title report, a Phase I Environmental Site Assessment, and a real estate valuation appraisal. The costs for these services were accommodated within the Department's existing 2015-2016 budget. On-going operational expenses are anticipated to include routine monitoring and seasonal vegetation maintenance that can be accomplished with existing budget and staff resources.

The funding source for this proposed property acquisition is the Subregional Opportunity Fund (SROF) Allocation from the King County Flood Control District. On July 13, 2015, the Board of the King County Flood Control District approved Flood Control District Resolution No. FCD2015-07, which revised the Flood Control District's 2015 budget and included an allocation of \$92,995 to the City of Auburn for the purchase of the PSE property. This allocation will fully cover the negotiated purchase price of \$75,000, the City's portion of required closing costs and will reimburse the City for previous expenditures associated with pre-purchase due diligence (i.e. title report review, Phase I Environmental Site Assessment and a real estate appraisal). The City's match for the SROF funds is \$1,000.00 of in-kind services related to the installation of sensitive area and SROF funding acknowledgement signs on the property. This match can be accommodated within existing budget and staff resources.

Reviewed by Council Committees:

Councilmember:

Staff:

Synder

Meeting Date: July 20, 2015

Item Number: RES.C

RESOLUTION NO. 5 1 6 0

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR
TO EXECUTE THE PURCHASE OF REAL PROPERTY
FROM PUGET SOUND ENERGY**

WHEREAS, Puget Sound Energy has offered to the City of Auburn for purchase and sale certain real property, identified as King County Assessor's Tax Parcel No. 6655000025 comprised of 29.21 acres [located northerly and northwesterly of Roegner Park, within the City of Auburn, Washington], King County Assessor's Tax Parcel No. 3021059020 comprised of 4.69 acres [east of and adjacent to the corner of 42nd Street Southeast and 41st Street Southeast, within the City of Auburn, Washington] and a portion of King County Assessor's Tax Parcel No. 302105HYDR [located northerly and northeasterly of Roegner Park, within the City of Auburn, Washington] comprised of approximately 7.60 acres, totaling approximately 41.5 acres of land; and

WHEREAS, following substantive analysis including but not limited to a title report review, a Phase I Environmental Site Assessment and a real estate valuation appraisal, City staff has identified that there is public benefit in the acquisition of this property and therefore recommends to the City Council that that the City acquire the subject property for municipal use.

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

Section 1. That the Mayor is hereby authorized to execute the purchase of approximately 41.5 acres of land from Puget Sound Energy, which agreement shall be in substantial conformity with the agreement attached hereto as Exhibit A and incorporated herein by this reference.

Resolution No. 5160

July 14, 2015

Page 1 of 2

RES:C

Section 2. That the Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 3. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2015.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Exhibit A

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the 3rd day of March, 2015, by and between the CITY OF AUBURN, a Washington municipal corporation ("City" or "Buyer"), and Puget Sound Energy, a Washington corporation (hereinafter the "Seller").

RECITALS

A. The Seller is the owner of certain real property and all improvements thereon ("Property") located in the City of Auburn, County of King, Washington, commonly known as the White River #1404-103 property, which is legally described as follows:

Parcel A;

That portion of Lots 1, 3, 4, 5, 6, 11, 12, 13, 14 and 15, The Parker Homestead, according to the plat thereof, recorded in Volume 8 of Plats, Page 51, records of King County, Washington, described as follows;

Beginning at the north 1/4 corner of Section 31, Township 21 North, Range 5 East, W.M., thence south 89°49'20" west along the north line of said section 127.71 feet; thence south 41°20'16" west 615 feet more or less to a point on the east boundary of said Lot 6 and the true point of beginning; thence continuing south 41°20'16" west to a point 1436.51 feet from said north line of said section as measured along said line; thence south 44°01'28" west 215.03 feet; thence south 16°10'48" west 151.59 feet; thence south 46°28'52" west 115.24 feet; thence south 26°27'43" west 246.55 feet; thence south 63°21'45" west 695 feet, more or less, to the east boundary of the west 500 feet of said Lot 14; thence southwesterly along the south bank of Stuck River to a point on the west line of said section 31 a distance of 359 feet north of the west 1/4 corner thereof; thence north 00°45'10" east along said west line 960 feet, more or less, to a point south 00°45'10" west 54.22 feet from the intersection of the east margin of PSH #5 with the west line of said section 31; thence south 89°14'50" east 50 feet; thence south 00°45'10" west 471.82 feet; thence north 50°50'01" east 1018.81 feet; thence north 42°30'49" east 376.31 feet; thence north 33°31'10" east 581.74 feet; thence north 32°29'39" east 173.71 feet; thence north 36°51'24" east 242.90 feet to a point which is 30 feet south of the north line of said section, as measured at right angles to said north line and being the south margin of 41st Street S.E.; thence north 89°54'03" east along said margin 380 feet, more or less, to the northeast corner of said Lot 6; thence south along the east boundary thereof 435 feet, more or less, to the true point of beginning.

Puget Sound Energy/City of Auburn Purchase and Sale Agreement
March 2, 2015
Page 1 of 18

Except that portion described as follows;

Beginning at the northwest corner of said section 31; thence south 00°45'10" west along the west line of said section 31 a distance of 30 feet; thence south 89°54'03" east parallel to the north line of said section 31 a distance of 240.15 feet; thence south 00°28'27" west parallel to the east margin of "A" Street S.E. right of way (Old PSH #5) 200 feet; thence north 89°54'03" west 200 feet to the east margin of said Street; thence south 00°28'27" west along said margin 725.43 feet to a point of a curvature to the right with a radius of 985 feet of which the radial center which bears north 89°31'33" west; thence southwesterly along said curvature 302.53 feet; thence south 00°45'10" west 54.22 feet to the true point of beginning; thence south 89°14'50" east 50 feet; thence south 00°45'10" west 471.82 feet; thence south 39°09'59" east 70 feet; thence south 50°50'01" west 123.76 feet to the west line of said section 31; thence northerly along said west line to the true point of beginning.

Except that portion, if any, lying within N.E. 41st Street.

Parcel B;

That portion of Lot 1 City of Auburn Short Plat Number SP 1-83 as recorded under recording number 8305120301 lying southerly of Lot 2 of said Short Plat and said Short Plat is described as follows; The south 1/2 of the southeast quarter of the southwest quarter of Section 30, Township 21 North, Range 5 East, W.M. in King County, Washington; except that portion thereof lying southeasterly of a line described as follows; beginning at a point on the south line of said southwest quarter 127.71 feet west of the southeast corner of said southwest 1/4; thence north 41°20'15" east 100.75 feet; thence north 44°31'40" east 87.09 feet to a point on the east line of said southwest 1/4 and the terminus of said line.

Except that portion, if any, lying within N.E. 41st Street.

Also known as a portion of City of Auburn Lot Line Adjustment number LLA-0011-92 as recorded under recording number 9209281726.

Parcel C;

That portion of King County Assessor Parcel Number 302105HYDR that is bounded on the East by the East sectional line of the SW ¼ of SE ¼ of 30-21-05.

B. Seller desires to sell the Property to City, on the terms and conditions set forth herein.

AGREEMENT

Puget Sound Energy/City of Auburn Purchase and Sale Agreement
March 2, 2015
Page 2 of 18

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Buyer and Seller hereby agree as follows:

1. Certain Defined Terms. For purposes of this Agreement, the terms set forth below shall have the meaning assigned to them:

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

1.2 "Closing Date" means any mutually agreeable date on or before July 3, 2015.

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

1.4 "Escrow Agent" means C.K. Dotson, LPO, of First American Title Insurance Company (425-732-4807); e-mail: ckdotson@firstam.com; whose address is 11400 SE 8th Street, Suite 250, Bellevue, Washington 98004.

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

1.6 "Opening of Escrow" means the date a fully executed copy of this Agreement is deposited with Escrow Agent.

1.7 "Mutual Acceptance" shall mean the date when the last counteroffer is signed by the offeree, and the fully-signed counteroffer has been received by the offeror, his or her broker, or the licensed office of the broker. No acceptance, offer or counteroffer from the Buyer is effective until a signed copy is received by the Seller. No acceptance, offer or counteroffer from the Seller is effective until a signed copy is received by the Buyer. Either party may withdraw its offer/counteroffer upon written notice delivered to the other party at any time prior to Mutual Acceptance.

1.8 "Permitted Exceptions" has the meaning as set forth in Section 5.3 below.

1.9 "Purchase Price" has the meaning as set forth in Section 3.

1.10 "Title Company" means First American Title Insurance Company.

1.11 "Title Policy" means a standard coverage owner's policy of title insurance issued by the Title Company to Buyer with coverage in the amount of purchase price, showing title to the Property vested in Buyer subject only to the Permitted Exceptions.

2. Purchase and Sale. The Seller agrees to sell to City, and City agrees to purchase from Seller, the Property upon the terms and conditions set forth in this Agreement. Title to the Property shall be conveyed by a Quit Claim Deed in the form attached hereto as Exhibit A (the "Deed"), subject only to the permitted exceptions set forth in Section 5.3, and other exceptions approved by Buyer as provided for in Section 5.2.

3. Purchase Price; Cash Payment. The total purchase price for the Property (the "Purchase Price") shall be Seventy-five Thousand Dollars and no cents (\$75,000.00). Payment shall be made via a wire transfer or check.

4. Earnest Money Deposit. On execution of this Agreement, Buyer shall deposit with Escrow Agent Five Thousand Dollars and no cents (\$5,000.00) in cash (the "Deposit"), which shall be held by Escrow Agent as an earnest money deposit hereunder. The Deposit shall be held in Escrow and applied or disposed of by Escrow Agent as provided herein. Escrow Agent shall place the Deposit in an interest-bearing account approved by City and Buyer and all interest earned thereon shall be added to and become a part of the Deposit.

5. Due Diligence.

5.1

Due Diligence Contingency. Buyer shall have the right for a period of thirty (30) days commencing on the date of Mutual Acceptance of the Agreement (the "Due Diligence Period") to conduct Buyer's due diligence review, examination and inspection of all matters pertaining to its acquisition of the Property, including such inspections, tests, and surveys as Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use; and including such appraisals, comparisons, and valuations as Buyer deems appropriate to determine the suitability of the Purchase Price. Buyer's obligation to purchase the Property shall be contingent upon its approval of such Property after conducting its due diligence review (the "Due Diligence Contingency").

(a) Approval & Waiver of Due Diligence. If, based upon Buyer's review, examination and inspection, Buyer shall determine in its sole discretion that it intends to acquire the Property, then Buyer shall promptly notify Seller of such determination in writing prior to the expiration of the thirty (30) day Due Diligence Period, whereupon Buyer's Due Diligence Contingency shall be deemed satisfied and waived, the Earnest Money shall become nonrefundable (except as otherwise expressly provided in this Agreement), and Buyer shall proceed to Closing.

(b) Disapproval & Exercise of Due Diligence Contingency. If Buyer deems the Property to be unsatisfactory as a result of any of the above inspections in Buyer's sole and absolute discretion, or if Seller fails to provide Buyer with any of the items required to be provided by Seller to Buyer under this Section, on condition that Buyer turns over to Seller a full and complete copy of all studies, investigations, surveys,

Puget Sound Energy/City of Auburn Purchase and Sale Agreement

March 2, 2015

Page 4 of 18

tests, and other written reports performed by Buyer and/or its agents during the Due Diligence Period in Buyer's possession, then Buyer may terminate this Agreement in writing at any time during the thirty (30) day Due Diligence Period, in which event the Earnest Money shall be returned to Buyer as Buyer's sole and exclusive remedy. If Buyer fails to timely provide Seller such written notice of Buyer termination under the Due Diligence Contingency, then Buyer shall (i) be deemed to have approved its Due Diligence, (ii) proceed to Closing, and (iii) the Earnest Money shall be nonrefundable (except as otherwise expressly provided under this Agreement).

5.2 Title.

5.2.1 Condition of Title.

As to Parcels A & B:

Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing; provided that, Seller shall not be required to incur any out-of-pocket expenses or liability other than payment of monetary encumbrances or liens not assumed by Buyer, and proration of real property taxes.

5.2.2 Title Commitment. Promptly after mutual execution of this Agreement, at Seller's sole cost and expense, Seller shall provide Buyer a standard coverage owner's policy of preliminary title insurance commitment covering the Property from the Title Company (the "Commitment") together with copies of all recorded documents listed as special exceptions therein. Approval by Buyer of the exceptions to title set forth in the Commitment (other than as hereinafter set forth) shall be a condition precedent to Buyer's obligation to purchase the Property; PROVIDED THAT, unless Buyer gives written notice that it disapproves the exceptions to title shown on the Commitment (other than the exceptions to title approved by Buyer and described in Section 5.3 below), stating the exceptions so disapproved, not later than March 20, 2015, Buyer shall be deemed to have approved such exceptions.

If any new title matters are disclosed in a supplemental title report, then the preceding termination, objection and waiver provisions shall apply to the new title matters except that Buyer's notice of objections must be delivered within five (5) days of delivery of the supplemental report and Seller's response or Buyer's waiver must be delivered within three (3) days of Buyer's notice of objections. The Closing Date shall be extended to the extent necessary to permit time for these notices.

If Buyer disapproves any title exceptions, Seller shall have a seven (7) day period after its receipt of Buyer's written notice of disapproval of the same within which to provide written notice to Buyer as to which of such disapproved title exceptions the Seller agrees to remove (or cause to be removed) from title; provided that, to the extent Seller agrees to remove such exception(s), Seller shall not be required to actually remove such exception(s) until Closing. If, for any reason, Seller's notice given pursuant to the immediately preceding sentence does not covenant to remove all of Buyer's disapproved title exceptions at or prior to Closing, Buyer shall have the right to terminate this Agreement by written notice to Seller and Escrow Agent given within two (2) days after the earlier of the expiration of such two (2) day period or the date Seller informs Buyer that it does not intend to remove the disapproved items (the "Termination Notice"). Buyer's failure to deliver the Termination Notice within such two (2) day period shall be deemed Buyer's approval of any such previously disapproved title exception. If Buyer delivers the Termination Notice within such two (2) day period, the obligation of Seller to sell, and Buyer to buy, the Property as herein provided shall terminate and the Earnest Money shall be returned to Buyer. Buyer shall have the option to waive the condition precedent set forth in this Section by written notice to Seller. In the event of such waiver, such condition precedent shall be deemed satisfied.

5.3 Permitted Exceptions. In addition to such other exceptions to title as may be approved by Buyer pursuant to the provisions of Section 5.2 above, Buyer shall accept title to the Property subject to the following (collectively, the "Permitted Exceptions"):

5.3.1 The printed general exceptions which appear in the standard coverage owner's policy of title insurance issued by Title Company in the State of Washington; and items created by, or on behalf of, Buyer. Any special exceptions which appear in the standard coverage owner's policy of title insurance shall be approved or waived by the Buyer or shall be removed by the Seller in accordance with Section 5.2.2 hereof.

As to Parcel C:

Seller makes no representation of title, and is selling this property to Buyer as-is.

5.4 No New Leases or Contracts. Prior to Closing, Seller shall not enter into any new leases, contracts or agreements affecting the Property without the prior written consent of Buyer, except the Seller may enter into interim contracts or agreements in connection with the management, maintenance, repair or preservation of the Property in the normal course of business if each such contract or agreement expires or is terminated at or prior to Closing.

6. Buyer's Right of Entry. Buyer, and its agents and consultants, at Buyer's sole expense and risk, may enter the Property during the term of this Agreement at reasonable times scheduled in advance with Seller for the purpose of Buyer's due diligence study of the Property. Buyer shall (a) exercise care at all times on or about the Property, and (b) take precautions for the prevention of injury to persons or damage to property on or about

the Property. Buyer shall keep the Property free from all mechanics', materialmen's and other liens, and all claims thereof, arising from any work or labor done, services performed, or materials and supplies furnished in with Buyer's actions in the exercise of its right of entry on the Property, and Buyer shall indemnify and defend Seller against and hold Seller harmless from all such liens and claims.

7. Closing.

7.1 Time for Closing. This purchase and sale shall be closed in the office of Escrow Agent on the Closing Date. Buyer and Seller shall deposit in Escrow with Escrow Agent by 12:00 p.m. all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of this definition, as available for disbursement to Seller.

7.2 Closing Costs.

7.2.1 Seller's Costs. Seller shall pay (a) any commissions due to its brokers or agents, (b) one half of all escrow fees and closing costs (prorated to the date of closing), (c) as to Parcel A & B, all premiums charged for coverage for the Title, (d) all applicable sales and/or excise taxes (prorated to the date of closing), and (e) any other costs as specified herein.

7.2.2 Buyer's Costs. Buyer shall pay (a) one half of all escrow fees and closing costs (prorated from the date of closing) and (b) the recording fees for the Deed, and (c) any additional endorsements or coverage desired above and beyond the standard Policy of Title Insurance, and as to Parcel C, all premiums charged for coverage for the Title.

7.2.3 Other Costs. Buyer and Seller shall each pay its own legal fees and fees of its own consultants.

7.3 Real Property Taxation. Seller shall be responsible for all real property taxes, including any back taxes owed or associated with the Property's current tax exempt status, due and owing prior to the Closing (prorated to the date of closing).

7.4 Closing Documents.

7.4.1 Seller's Documents. At Closing, Seller shall deliver to Escrow Agent the following instruments and documents:

7.4.1.1 The executed and acknowledged Deed in the form attached hereto as Exhibit "A," conveying the Property to Buyer;

7.4.1.2 The executed real estate excise tax affidavit to accompany the Deed; and

7.4.1.3 An executed nonforeign person affidavit in the form required under Section 1445 of the Internal Revenue Code.

7.4.2 Buyer's Documents. At Closing, Buyer shall deliver to Escrow Agent the following funds, instruments and documents:

7.4.2.1 The balance of the Cash Purchase Price in accordance with Section 3;

7.4.2.2 The executed real estate excise tax affidavit referenced in Section 8.4.1.2 above.

7.5. Possession. Buyer shall be entitled to possession of the Property upon Closing.

7.6 Buyer's Conditions for Closing. Notwithstanding any other provision of this Agreement, Buyer shall have one hundred twenty (120) days commencing on Mutual Acceptance of the Agreement to either satisfy all of the following conditions:

7.6.1 Receipt of written approval by the City from the King County Flood Control District (KCFCD) for the City to use a portion of the City of Auburn's allocation of KCFCD Sub-regional Opportunity Funds to pay the purchase price for the Property as established in Section 3 of this Agreement.

7.6.2. Adoption of a Resolution of the Auburn City Council approving the purchase and ratifying and confirming the Mayor's actions in connection with this Agreement.

or the Agreement shall expire.

8. Reserved.

9. Title Insurance. As soon as available after Closing, Seller shall provide the Buyer a Title Policy, dated as of the Closing Date, subject only to the Permitted Exceptions.

10. Representations and Warranties.

10.1 Seller's Representations and Warranties. In addition to any other representations or warranties of City elsewhere in this Agreement, Seller represents and warrants to Buyer now, and as of the Date of Closing, that:

10.1.1 Authority. That the Seller has full power and authority to execute this Agreement and perform Seller's obligations hereunder, and all necessary action to authorize this transaction has been taken, except as specifically provided herein.

10.1.2 Hazardous Substances. Seller has not received notification of any kind from any governmental agency suggesting that the Property is or may be targeted for a Hazardous Substances cleanup; to the best of Seller's knowledge the Property has not been used (a) for the storage, disposal or discharge of oil, solvents, fuel, chemicals or any type of toxic, dangerous, hazardous or biological waste or substance (collectively, "Hazardous Substances"), or (b) as a landfill or waste disposal site; to the best of Seller's knowledge the Property has not been contaminated with any Hazardous Substances; and to the best of Seller's knowledge, there are no underground storage tanks on the Property.

10.2 Buyer's Representations and Warranties. In addition to any other representations and warranties of Buyer elsewhere in this Agreement, Buyer represents and warrants to Seller now, and as of the Date of Closing that, subject to Section 7.6.2 of this Agreement (a) Buyer has full power to execute, deliver and carry out the terms and provisions of this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; and (b) the individual executing this Agreement on behalf of Buyer has the authority to bind Buyer to the terms and conditions of this Agreement.

11. Maintenance of Property; Risk of Loss, Condemnation.

11.1 Maintenance of Property. From the date of this Agreement until the Closing Date (or any earlier termination of this Agreement), Seller agrees to maintain the Property in substantially the same condition existing as of the date hereof, ordinary wear and tear, damage by casualty excepted.

12. Default.

12.1 Time of Essence. Time is of the essence of this Agreement.

12.2 Seller's Remedies for Buyer's Default or Failure to Close. If Buyer fails to complete the purchase of the Property in accordance with this Agreement, Seller shall have and may enforce the following exclusive remedies: (a) seek specific performance; (b) retain the Deposit as liquidated damages; or (c) seek rescission of this Agreement and retain the Deposit. Buyer hereby waives the rights and benefits of any law, rule, regulation or order now or hereafter existing that would allow Buyer to claim a refund of the Deposit as unearned earnest money, a penalty or for any other reason except default by Seller.

12.3 Buyer's Remedies for Seller's Default. If Seller fails to complete the sale of the Property in accordance with this Agreement, Buyer shall have and may enforce the following exclusive remedies: (a) seek specific performance; (b) terminate this Agreement, receive a refund of the Deposit; or (c) seek rescission of this Agreement and receive a refund of the Deposit.

13. Notices. All notices, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be sent by personal delivery (including by means of professional messenger or courier service) or registered or certified mail, postage-prepaid, return-receipt requested, or by email at the addresses provided herein. Notice shall be deemed to have been given if personally delivered or sent by email, upon receipt, if sent by mail, two (2) days after duly deposited in the U.S. Mail to all of the addresses designated for such party.

The parties' respective addresses for notices are as follows:

If to City: City of Auburn
Community Development and Public Works Department
25 West Main Street
Auburn, WA 98001-4998
Attn: Chris Andersen, Environmental Services Manager
Email: candersen@auburnwa.gov

With copies to: City Attorney's Office
City of Auburn
25 West Main Street
Auburn, WA 98001-4998
Attn: City Attorney
Email: dheid@auburnwa.gov

If to Seller: Tim Reinertsen
Realty Marketing/Northwest
522 SW Fifth Avenue
Portland, OR 97204
tim@rmnw-auctions.com

With copies to: Puget Sound Energy
10885 N.E. 4th Street
Attn: PSE-10S / N. Floros
Bellevue, Washington 98004-5591
nick.floros@pse.com

Notice of change of address shall be given by written notice in the manner detailed in this Section 13.

14. General.

14.1. Entire Agreement. This is the entire agreement of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers hereunder must be in writing. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement shall be governed by the laws of the State of

Washington. Venue for disputes under this agreement shall lie with the Superior Court of King County, Washington.

14.2 No Third Party Beneficiaries/Severability. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the heirs, personal representatives, successors and permitted assigns of the parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party therein shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorneys' fees, including fees incurred at trial, on any appeal and in any petition for review.

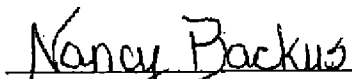
16. Reservation of Police Power. Notwithstanding anything to the contrary set forth herein, Seller understands and acknowledges that the City's authority to exercise its police (regulatory) powers in accordance with applicable law shall not be deemed limited by the provisions of this Agreement.

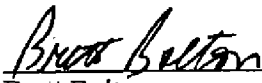
17. Exhibits. Exhibit A attached hereto is incorporated herein as if fully set forth.

SIGNED in duplicate original as of the date first above written.

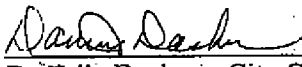
CITY OF AUBURN

PUGET SOUND ENERGY

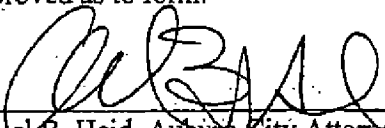

Nancy Backus
Mayor, City of Auburn


Brett Bolton
Manager Real Estate
Puget Sound Energy, Inc.

Attest:


Danielle Daskam, City Clerk

Approved as to form:


Daniel B. Heid, Auburn City Attorney

EXHIBITS

Exhibit A, Quit Claim Deed

Quit Claim Deed

REFERENCE #:

GRANTOR: Puget Sound Energy, Inc.

GRANTEE:

LEGAL DESCRIPTION:

ASSESSOR'S PROPERTY TAX PARCEL:

THE GRANTOR, PUGET SOUND ENERGY, INC., a Washington corporation, for and in consideration of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, conveys and quit claims to the City of Auburn, a Municipal corporation of the State of Washington, ("Grantee") the following described real estate, situated in the County of King, State of Washington:

Legal Description attached hereto as Exhibit A and by reference made a part hereof.

SUBJECT TO: Easements, restrictions, reservations, covenants and agreements.

Dated _____, 20____

PUGET SOUND ENERGY, INC.

By: _____

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this _____ day of _____, 20____, before me, the undersigned _____, to me known to be the _____ of PUGET SOUND ENERGY, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Print Name

Notary Public in and for the State of
Washington, residing at

My appointment expires

STATE OF _____)
)ss.
County of _____)

STATE OF WASHINGTON)
)ss.
County of King)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and he acknowledged that he signed this instrument as his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated _____

Notary Public in and for the State of _____
residing at _____
My appointment expires _____

STATE OF _____)
)ss.
County of _____)

STATE OF WASHINGTON)
)ss.
County of King)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and she acknowledged that she signed this instrument as her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated _____

Notary Public in and for the State of _____
residing at _____
My appointment expires _____

Exhibit 1 – Legal Description.

Puget Sound Energy/City of Auburn Purchase and Sale Agreement
March 2, 2015
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Exhibit 1
Legal Description

Parcel A;

That portion of Lots 1, 3, 4, 5, 6, 11, 12, 13, 14 and 15, The Parker Homestead, according to the plat thereof, recorded in Volume 8 of Plats, Page 51, records of King County, Washington, described as follows;

Beginning at the north 1/4 corner of Section 31, Township 21 North, Range 5 East, W.M., thence south 89°49'20" west along the north line of said section 127.71 feet; thence south 41°20'16" west 615 feet more or less to a point on the east boundary of said Lot 6 and the true point of beginning; thence continuing south 41°20'16" west to a point 1436.51 feet from said north line of said section as measured along said line; thence south 44°01'28" west 215.03 feet; thence south 16°10'48" west 151.59 feet; thence south 46°28'52" west 115.24 feet; thence south 26°27'43" west 246.55 feet; thence south 63°21'45" west 695 feet, more or less, to the east boundary of the west 500 feet of said Lot 14; thence southwesterly along the south bank of Stuck River to a point on the west line of said section 31 a distance of 359 feet north of the west 1/4 corner thereof; thence north 00°45'10" east along said west line 960 feet, more or less, to a point south 00°45'10" west 54.22 feet from the intersection of the east margin of PSH #5 with the west line of said section 31; thence south 89°14'50" east 50 feet; thence south 00°45'10" west 471.82 feet; thence north 50°50'01" east 1018.81 feet; thence north 42°30'49" east 376.31 feet; thence north 33°31'10" east 581.74 feet; thence north 32°29'39" east 173.71 feet; thence north 36°51'24" east 242.90 feet to a point which is 30 feet south of the north line of said section, as measured at right angles to said north line and being the south margin of 41st Street S.E.; thence north 89°54'03" east along said margin 380 feet, more or less, to the northeast corner of said Lot 6; thence south along the east boundary thereof 435 feet, more or less, to the true point of beginning.

Except that portion described as follows;

Beginning at the northwest corner of said section 31; thence south 00°45'10" west along the west line of said section 31 a distance of 30 feet; thence south 89°54'03" east parallel to the north line of said section 31 a distance of 240.15 feet; thence south 00°28'27" west parallel to the east margin of "A" Street S.E. right of way (Old PSH #5) 200 feet; thence north 89°54'03" west 200 feet to the east margin of said Street; thence south 00°28'27" west along said margin 725.43 feet to a point of a curvature to the right with a radius of 985 feet of which the radial center which bears north 89°31'33" west; thence southwesterly along said curvature 302.53 feet; thence south 00°45'10" west 54.22 feet to the true point of beginning; thence south 89°14'50" east 50 feet; thence south 00°45'10" west 471.82 feet; thence south 39°09'59" east 70 feet; thence south 50°50'01" west 123.76 feet to the west line of said section 31; thence northerly along said west line to the true point of beginning.

Puget Sound Energy/City of Auburn Purchase and Sale Agreement
March 2, 2015
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Except that portion, if any, lying within N.E. 41st Street.

Parcel B;

That portion of Lot 1 City of Auburn Short Plat Number SP 1-83 as recorded under recording number 8305120301 lying southerly of Lot 2 of said Short Plat and said Short Plat is described as follows; The south 1/2 of the southeast quarter of the southwest quarter of Section 30, Township 21 North, Range 5 East, W.M. in King County, Washington; except that portion thereof lying southeasterly of a line described as follows; beginning at a point on the south line of said southwest quarter 127.71 feet west of the southeast corner of said southwest 1/4; thence north 41°20'15" east 100.75 feet; thence north 44°31'40" east 87.09 feet to a point on the east line of said southwest 1/4 and the terminus of said line.

Except that portion, if any, lying within N.E. 41st Street.

Also known as a portion of City of Auburn Lot Line Adjustment number LLA-0011-92 as recorded under recording number 9209281726.

Parcel C;

That portion of King County Assessor Parcel Number 302105HYDR that is bounded on the East by the East sectional line of the SW ¼ of SE ¼ of 30-21-05.

EXTENSION OF CLOSING DATE ADDENDUM

The following is part of the Purchase and Sale Agreement dated 3/3/2015 1
between City of Auburn ("Buyer") 2
and Puget Sound Energy ("Seller") 3
concerning 1404-103, King County, WA ("the Property") 4

1. **EXTENSION OF CLOSING DATE.** The parties hereby agree to extend the Closing Date set forth in the Agreement 5
until July 31, 2015 6

2. **OTHER DATES.** In addition, the parties hereby agree to modify other dates set forth in the Agreement as follows: 7

NONE 8

_____ 17

ALL OTHER TERMS AND CONDITIONS of the Agreement remain unchanged. 18

Initials: BUYER: Shelley B. [Signature] DATE: 6-11-15 SELLER: _____ DATE: _____ 19
for BUYER: [Signature] DATE: _____ SELLER: _____ DATE: _____ 20

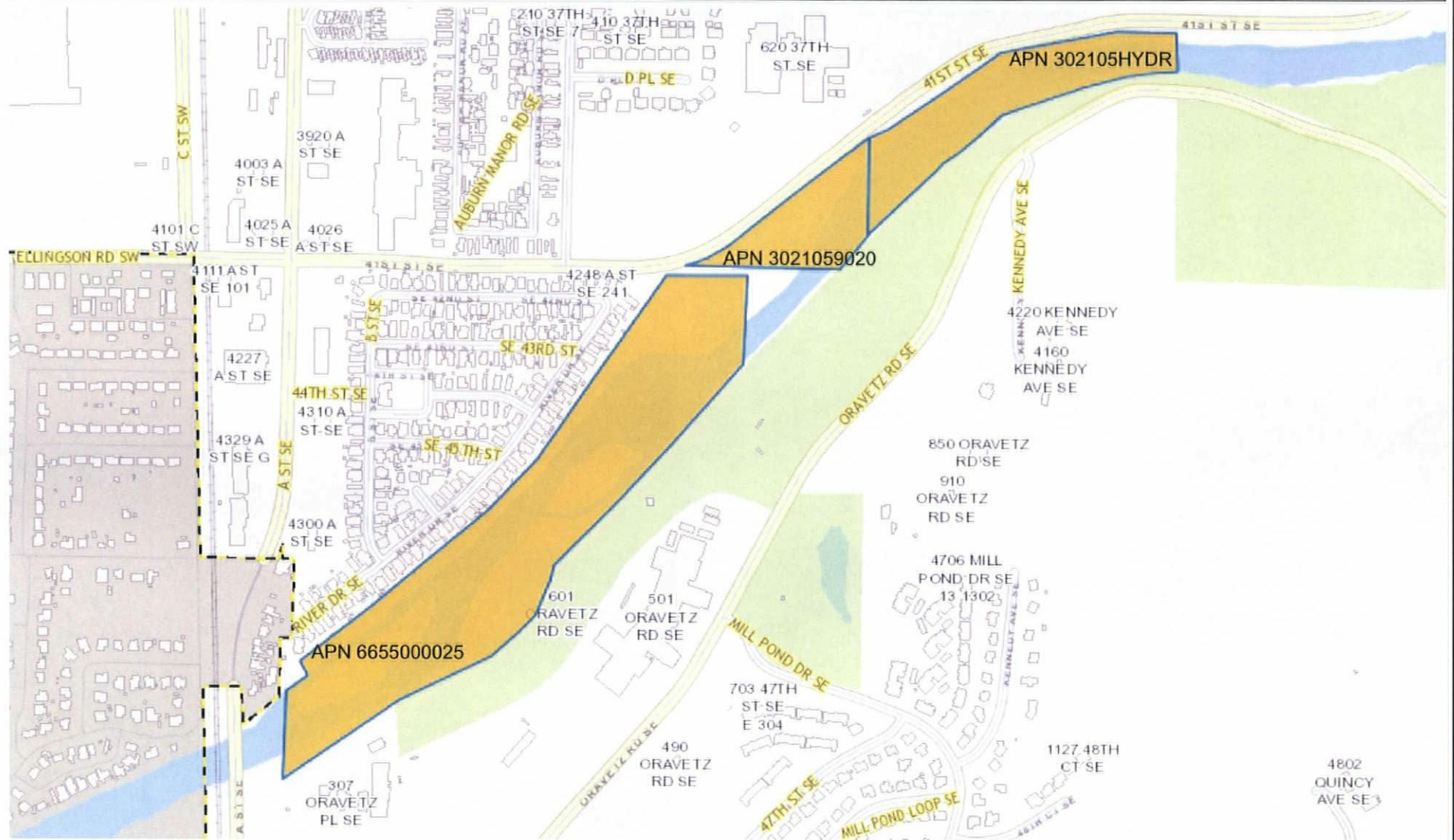
Realty Marketing/Northwest, 522 SW 5th Avenue, #1250 Portland, OR 97204
Phone: (800)433-4669 Fax: Sharon Piccolo

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.ziplogix.com

Untitled

PSE White River Property

Attachment A



Printed Date: 7/14/2015

Map Created by City of Auburn eGIS

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.



TAX PRO-RATION AGREEMENT

Escrow No. _____
Puget Sound Energy, Inc.

The City of Auburn, the Purchaser of King County Assessor parcels # 6655000025, 3021059020 and 302105HYDR, agrees to reimburse Puget Sound Energy, Inc., as Seller, for any 2015 property taxes attached to the subject property subsequent to the closing date for sale of the parcel. The Purchaser agrees to make said reimbursement within 60 (sixty) days immediately following the submission of an invoice for same to the city by Seller to the below address. As a municipal corporation, the City of Auburn is exempt from property taxation pursuant to RCW 84.36.010. The city is entering into this agreement solely to facilitate the property sale transaction and is not waiving its status as an exempt municipal corporation for purposes of its property tax obligation. In the event that any taxing authority submits a claim or claims from this date forward for current or past taxes on King County Assessor Parcel 30215HYDR to either Purchaser or Seller, Purchaser shall assume all liability for that claim or those claims.

Dated: March 3, 2015

By: Nancy Backus 
Nancy Backus
Mayor, City of Auburn

Purchaser's Address:

Attn: Chris Andersen, Environmental Services Manager
Community Development and Public Works Department
City of Auburn
25 West Main Street
Auburn, WA 98001

From: [Murray, Brian](#)
To: [Chris Andersen](#)
Subject: Re: Auburn 2015 SROF approval
Date: Tuesday, July 14, 2015 4:09:31 PM

Hi Chris, confirmed! Yesterday's materials authorized use of the SROF for this acquisition

Brian Murray

Countywide Policy and Programs Supervisor
River and Floodplain Management Section
King County Water and Land Resources Division
[201 S. Jackson Street, Suite 600](#)
[Seattle, WA 98104-3855](#)

NOTE NEW NUMBER: [206-477-4782](#)

(f) [206-205-5134](#)

<http://www.kingcounty.gov/environment/waterandland/flooding.aspx>
www.facebook.com/kingcountyrivers

Download Mobile Flood Warning App [here](#)

On Jul 14, 2015, at 4:01 PM, Chris Andersen <candersen@auburnwa.gov> wrote:

Hi Brian,

Thank you again for all of your assistance with getting Auburn's FY15 SROF application in and approved for the City's acquisition of property on the White River. The next (and final) step prior to the scheduled closing of the purchase by July 31 is to submit the Purchase Agreement to the Auburn City Council for their approval to be able to complete the purchase. I need to submit all Council materials today for the Council meeting next Monday- can you send me a quick email confirming that based on the FCD Board of Supervisors action on FCD Res. No. 2015-07, the City's SROF funding for acquisition of the White River property has been approved.

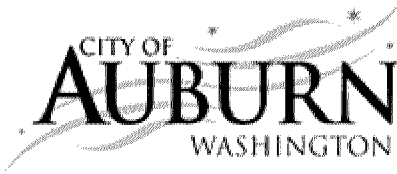
Thanks,

Chris Andersen, CFM
Environmental Services Manager
City of Auburn

Email: candersen@auburnwa.gov
Web: www.auburnwa.gov/environment

Office: (253) 876-1962
Mobile: (253) 261-1111
Fax: (253) 804-3114

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AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5161

Date:
July 15, 2015

Department:
City Attorney

Attachments:
Resolution No. 5161
Resolution No. 5113

Budget Impact:
\$0

Administrative Recommendation:

City Council adopt Resolution No. 5161.

Background Summary:

Sumner has requested that Auburn City Council authorize an extension of the closing date upon which the boundary adjustment per Resolution No. 5113 is dependent. On January 20, 2015, the City Council approved its Resolution No. 5113, authorizing an adjustment of the boundaries between the cities of Auburn and Sumner. Sumner has requested that the date by which the closing occur be adjusted to accommodate the later closing of the sale of its golf course property in the vicinity of Lake Tapps Pkwy. East. It was anticipated that the sale of this property would close by July 31, 2015, but, unrelated to the resolution and agreements between the city of Auburn and the city of Sumner, that closing has been delayed.

By the terms of the proposed Resolution No. 5161, the Mayor would be authorized to administratively extend the date for the closing (per Resolution No. 5113) should it need to be extended. This would accommodate Sumner's request and would give some flexibility for the closing.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: July 20, 2015

Item Number: RES.D

RESOLUTION NO. 5 1 6 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, EXTENDING THE EFFECTIVE DATE OF RESOLUTION NO. 5113 WHICH APPROVED AN AGREEMENT BETWEEN THE CITIES OF AUBURN AND SUMNER FOR ADJUSTMENT OF THE BOUNDARY BETWEEN THE CITIES OF AUBURN AND SUMNER WITH THE MOVEMENT OF CITY BOUNDARY TO THE OTHER SIDE OF THE ROADWAY OF A PORTION OF RIGHT-OF-WAY OF STEWART ROAD/ LAKE TAPPS PARKWAY EAST CURRENTLY WITHIN THE CITY OF AUBURN, PURSUANT TO RCW 35.13.310

WHEREAS, on the 20th day of January, 2015, the City Council of the City of Auburn, Washington, adopted Resolution No. 5113 that approved the adjustment of the corporate boundary between the cities of Auburn and Sumner, in conformity with the requirements of RCW 35.13.310; and

WHEREAS, the cities of Sumner and Auburn also reached an agreement to adjust the boundary which was approved by and incorporated into Resolution No. 5113; and

WHEREAS, according to the terms of Resolution No. 5113, the resolution would become null and void if the sale of certain property by the City of Sumner did not occur by July 31, 2015; and

WHEREAS, unrelated to the terms of Resolution No. 5113 and the Agreement between the cities of Sumner and Auburn, closing on the sale of the property has been delayed, and will not occur by July 31, 2015, and it would be advantageous for the cities to extend the effective date of Resolution No. 5113 and the associated Agreement by which the sale must be concluded; and

WHEREAS, the City Councils of the cities desire to authorize their respective mayors to extend the effective date administratively hereafter rather than requiring additional City Council action should an extension be deemed necessary;

Resolution No. 5161
July 15, 2015

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RES.D

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

Section 1. The effective date of Resolution No. 5113 as set forth in Section 4 of said Resolution is hereby amended and extended to July 31, 2016 unless otherwise extended as set forth herein. The Mayor of the City of Auburn is also hereby authorized to execute a written Agreement extending the effective date beyond July 31, 2016 should the sale of the City of Sumner property not occur prior to July 31, 2016. This Resolution No. 5161 hereby incorporates all the terms, conditions, Exhibits, and Agreements as set forth in Resolution No. 5113 and such terms, conditions, Exhibits, and Agreements shall remain in full force and effect upon passage and signatures hereon. It is provided, however, that the provisions set forth herein are subject to and conditioned upon the sale of the golf course property in Sumner that is prompting the jurisdictional boundary change. Should the sale of the golf course property not close by July 31, 2016, then this Resolution and its terms and conditions shall immediately become null and void unless otherwise extended as authorized herein by the Mayor of the City of Auburn.

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 transmitting a copy of this Resolution to the City Clerk of Sumner.

Section 3. This Resolution shall be in full force and affect upon passage and signatures heron.

DATED and SIGNED this ____ day of _____ 2015.

CITY OF AUBURN

ATTEST:

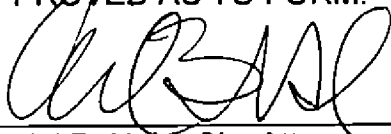
NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

Resolution No. 5161
July 15, 2015

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RES.D

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Resolution No. 5161

July 15, 2015

Page 3

RES.D

RESOLUTION NO. 5 1 1 3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE AGREEMENT BETWEEN THE CITIES OF AUBURN AND SUMNER FOR ADJUSTMENT OF THE BOUNDARY BETWEEN THE CITIES OF AUBURN AND SUMNER WITH THE MOVEMENT OF CITY BOUNDARY TO THE OTHER SIDE OF THE ROADWAY OF A PORTION OF RIGHT-OF-WAY OF STEWART ROAD/ LAKE TAPPS PARKWAY EAST CURRENTLY WITHIN THE CITY OF AUBURN, PURSUANT TO RCW 35.13.310

WHEREAS, RCW 35.13.310 authorizes the legislative bodies of cities or towns to agree to adjust the boundaries between cities or towns that share a common boundary within a right-of-way of a public street, road or highway by moving the boundary between them to the other edge of the right-of-way; and

WHEREAS, the City of Sumner is involved in a development with attendant public works projects along Stewart Road/Lake Tapps Parkway East, which development and projects would benefit from such an adjustment of the boundary between the City of Auburn and the City of Sumner, moving the boundary between the two cities to the other side of Stewart Road/Lake Tapps Parkway East; and

WHEREAS, cities of Auburn and Sumner have reached an agreement to adjust the boundaries as provided herein; and

WHEREAS, the adjustment of the boundary between such cities pursuant to RCW 35.13.310 is not subject to review by the Washington State Boundary Review Board for Pierce County.

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

Section 1. The Mayor of the City of Auburn is authorized to execute an Agreement between the cities of Auburn and Sumner for adjustment of the boundary between Auburn and Sumner along the portion of Stewart Road/Lake Tapps Parkway East,

moving the boundary between the two cities to the other side of the roadway of Stewart Road/Lake Tapps Parkway East, in substantial conformity with the Agreement attached hereto, marked as Exhibit "A" incorporated herein.

Section 2. The effect of the boundary adjustment provided for herein is to remove the below-described right-of-way territory from within the City of Auburn and include it into the City of Sumner:

LEGAL DESCRIPTION

That portion of the City of Auburn in the Southwest quarter and the Southeast quarter of the Northeast quarter of Section 1, Township 20 North, Range 4 East, Willamette Meridian, more particularly described as follows:

COMMENCING at the intersection of the South line of said Northeast quarter and the West line of Burlington Northern Santa Fe Railroad right-of-way, being a point on the city limit line between City of Auburn and City of Sumner;

THENCE North 00°54'30" West, 70.03 feet along said line;

THENCE South 82°26'07" West, 137.30 feet along said line to the TRUE POINT OF BEGINNING;

THENCE CONTINUING South 82°26'07" West, 10.75 feet along said common line;

THENCE North 89°48'08" West, 474.24 feet along said line;

THENCE North 88°25'14" West, 477.67 feet along said line;

THENCE North 07°41'58" West, 155.36 feet along said line;

THENCE North 82°05'39" East, 987.52 feet;

THENCE South 00°57'23" East, 303.22 feet to the TRUE POINT OF BEGINNING.

Containing 226,046 Square feet, more or less.

SITUATE IN PIERCE COUNTY, WASHINGTON.

Section 3. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation, including transmitting a copy of this Resolution to the City Clerk of Sumner.

Section 4. This Resolution shall be in full force and affect upon passage and signatures heron. It is provided, however, that the provisions set forth herein and the terms and conditions set forth in the attached agreement are subject to and conditioned upon the sale of the golf course property in Sumner that is prompting the jurisdictional boundary change. Should the sale of the golf course property not close by July 31, 2015, then this

Resolution and the attached Agreement shall immediately become null and void.

DATED and SIGNED this 20th day of January 2015.

CITY OF AUBURN

John Holman, Deputy Mayor
for Nancy Backus
NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid
Daniel B. Heid, City Attorney

CONFORMED COPY

201502230340 RJOHNSO 5 PGS
02/23/2015 01:33:23 PM \$0.00
AUDITOR, Pierce County, WASHINGTON

Name & Return Address:

CITY OF AUBURN CITY CLERK

25 WEST MAIN

AUBURN, WA 98002

Washington State Recorder's Cover Sheet (RCW 65.04) Please print legibly or type information.

Document Title(s) Interlocal Agreement Adjusting Municipal Boundaries	
Grantor(s)	CITY OF AUBURN, WASHINGTON
____ Additional Names on Page ____ of Document	
Grantee(s)	CITY OF SUMNER, WA
____ Additional Names on Page ____ of Document	
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section)	
Complete Legal Description on Page ____ of Document	
Auditor's Reference Number(s)	
Assessor's Property Tax Parcel/Account Number(s)	
Non Standard Fee \$50.00 By signing below, you agree to pay the \$50.00 non standard fee. I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. _____ Signature of Party Requesting Non Standard Recording NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements. The Auditor/Recorder will rely on the information provided on this cover sheet. Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

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**AGREEMENT REGARDING ADJUSTMENT OF MUNICIPAL BOUNDARIES
BETWEEN THE CITIES OF AUBURN AND SUMNER
RELATED TO LAKE TAPPS PARKWAY**

THIS AGREEMENT is entered into between the City of Sumner, a Washington Municipal Corporation, located and doing business at 1104 Maple St, Sumner, Washington 9898390 ("Sumner") and the City of Auburn, a Washington Municipal Corporation, located and doing business at 25 West Main Street, Auburn, Washington 98001 ("Auburn").

RECITALS

WHEREAS, both cities desire to work together for the mutual and overall benefit of their street systems in the vicinity of Lake Tapps Parkway; and

WHEREAS, it is advantageous for a certain portion of Lake Tapps Parkway to be included within the city limits of the City of Sumner rather than its present position, located within the City of Auburn; and

WHEREAS, such an adjustment of the boundaries between the two cities would make it also necessary for City of Auburn gravel and materials storage facilities to be relocated to a different position along Lake Tapps Parkway; and

WHEREAS, Lake Tapps Parkway and certain areas in the vicinity currently utilize a common storm drainage system and stormwater pond; and

WHEREAS, the cities have discussed these issues and have reached an agreement with respect to the adjustment of the boundaries between the two cities to provide for a portion of Lake Tapps Parkway currently located within the City of Auburn to be located within the City of Sumner, adjusting the boundary between the two cities accordingly, and relocation of the City of Auburn gravel and material storage areas.

NOW, THEREFORE, Auburn and Sumner hereby agree as follows:

A. AUBURN AND SUMNER MUNICIPAL BOUNDARIES REVISION

1. Sumner shall maintain two westbound continuous flow travel lanes bypassing the new signalized intersection as proposed by Sumner and Auburn and attached as Exhibit A. and known as the "Annexation Area".
2. All existing public infrastructure facilities within the Annexation Area will become Sumner's property and maintenance responsibility; except that when Auburn is sanding or treating roads in the vicinity, it will continue to sand or apply treatment to the annexation area.

3. Existing Auburn Street lighting facilities within the Annexation Area shall be re-wired by Sumner to be served by a Sumner-owned power service and separated from Auburn's facilities.
4. Roadway storm drainage from the Annexation Area is the responsibility of Sumner and will be entering Auburn's Stormwater Pond Facilities known as "Trillium Stormwater Pond".
5. Stormwater from Lake Tapps Parkway drains to the Trillium Stormwater Pond through a drainage pipe system, Sumner and Auburn wish to set forth their agreements regarding the Trillium Stormwater Pond and related matters as follows.

a. Trillium Stormwater Pond.

Auburn will maintain the Trillium Stormwater Pond in compliance with City of Auburn Design and Construction Standards to meet the requirements of the calculated "100 year design storm" pursuant to the approved Pierce County plans.

Sumner agrees to allow ongoing access to Auburn for the maintenance of the Trillium Stormwater Pond and secure any necessary property rights to allow access from the proposed pedestrian trail.

Sumner agrees to provide a driveway cut on Lake Tapps Parkway in a location that is mutually acceptable to the Parties and consistent with the intent of this Agreement.

b. Maintenance of Stormwater Connection Facilities.

Sumner will inspect, maintain and remove accumulated sediments annually for the stormwater pipes connecting Sumner's storm system to Auburn's Trillium Stormwater Pond.

Sumner agrees to continue to allow and provide for the existing drainage from Auburn's jurisdiction through the stormwater pipes as they are currently configured within the Annexation Area.

c. Clean-Up.

In the event of a spill of Hazardous Substances from Lake Tapps Parkway into the Auburn Trillium Stormwater Pond, Sumner will undertake immediate response as required by law, including, but not limited to, reporting to appropriate agencies, and pursue enforcement of all required remediation and cleanup efforts until they are completed and the cleanup and/or remediation has been approved by appropriate governmental agencies.

d. Hazardous Substances Defined.

As used herein, the term "Hazardous Substances" means any hazardous, toxic, chemical, or dangerous substance, pollutant, contaminant, waste or material, including petroleum, which is regulated under any federal, state, or local statute, ordinance, rule, regulation, or common law relating to chemical management, environmental protection, contamination, or cleanup including, without limitation, the

Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended, the Resource Conservation and Recover Act as amended.

B. RELOCATION OF AUBURN GRAVEL AND MATERIAL STORAGE FACILITIES

1. Sumner shall provide for the relocation of the existing Auburn Gravel and Material Storage Facilities and the construction of a Covered Dual Chamber Material Storage Facility including paved access to the facility for City of Auburn Maintenance & Operations use on the south side of Stewart Road at a location agreed to by both parties.
2. Sumner shall provide all necessary public access easements to Auburn for the Material Storage Facility and Non-Motorized Trail. Within 120 calendar days of the completion of the final design for ingress and egress from the golf course property is completed, the Parties will work cooperatively to complete a final legal description and necessary Exhibits for Auburn's access to the material Storage Facility and Non-motorized Trail. Sumner agrees to execute any and all easements and any other necessary documents to effectuate the intent of this section.

C. PERPETUAL EASEMENT TO AUBURN GRAVEL AND MATERIAL STORAGE FACILITIES

1. Within 120 Calendar days of the completion of the final design for ingress and egress from the golf course property is completed, the Parties will work cooperatively to complete a final legal description and necessary Exhibits for Auburn's access to the material Storage Facility and Non-motorized Trail. Sumner agrees to execute any and all easements and any other necessary documents to effectuate the intent of this section.

D. MISCELLANEOUS

1. Termination. This agreement shall terminate only upon agreement of both parties
2. Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the cities under any of the provisions of this agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the *King County Superior Court, King County, Washington*.
3. Modification. No waiver, alteration, or modification of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of each city.
4. Severability. If any one or more sections, subsections or sentences of this agreement are held to be unconstitutional or invalid, that decision shall not affect

the validity of the remaining portions of this agreement and the remainder shall remain in full force and effect.

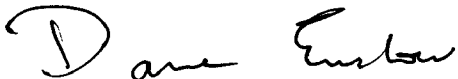
5. Entire Agreement. Written provisions and terms of this agreement, together with any attached exhibits, supersede all prior verbal statements by any representative of either city, and those statements shall not be construed as forming a part of or altering in any manner this agreement. This agreement and any attached exhibits contain the entire agreement between the parties. Should any language in any exhibit to this agreement conflict with any language contained in this agreement, the terms of this agreement shall prevail.

THE CITY OF AUBURN



NANCY BACKUS, MAYOR

THE CITY OF SUMNER



DAVE ENSLOW, MAYOR

APPROVED BY AUBURN CITY COUNCIL MOTION ON January 22, 2015.

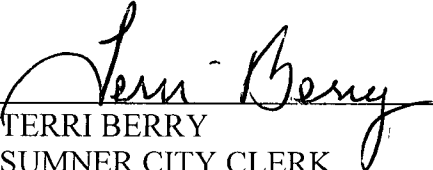
APPROVED BY SUMNER CITY COUNCIL RESOLUTION NO. 1419 ON JANUARY 20, 2015.

ATTEST:



(SEAL)
DANIELLE E. DASKAM
AUBURN CITY CLERK

ATTEST:



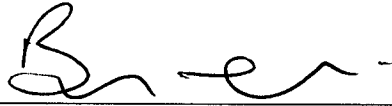
(SEAL)
TERRI BERRY
SUMNER CITY CLERK

APPROVED AS TO FORM:

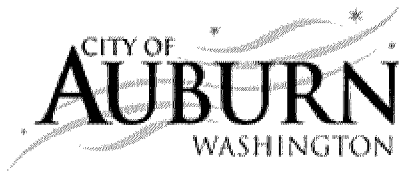


DANIEL B. HEID
AUBURN CITY ATTORNEY

APPROVED AS TO FORM:



BRETT VINSON
SUMNER CITY ATTORNEY



AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5162

Date:
July 16, 2015

Department:
Administration

Attachments:
Resolution No. 5162

Budget Impact:
\$0

Administrative Recommendation:

City Council adopt Resolution No. 5162.

Background Summary:

The Lodging Tax Advisory Committee (LTAC) sent out Request for Proposal for use of Lodging Tax Revenue Funds.

Uses for Lodging Tax Grant Funds:

- Marketing and operations of special events and festivals designed to attract tourists
- Operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district
- Operations of tourism-related facilities owned or operated by nonprofit organizations.
(RCW 67.28.1816)
- Staff support of the Lodging Tax Advisory Committee
 - Direct costs of administration would be allowed
 - The allocation of support services must demonstrate it provides a benefit to the Committee
 - Local government must document those services and the costs to ensure that they are fair and equitable. Must be solely for the purpose of paying all or any part of the cost of tourism promotion. The creation of the tourism board's primary function is to promote and market tourism

Who may apply:

- Convention and visitors bureaus
- Destination marketing organizations

- Nonprofits, including main street organizations, lodging associations, or chambers of commerce

LTAC reviews applications and makes recommendations for funding. After the Lodging Tax Advisory Committee recommends funding their recommendations go to City Council for their review and authorization.

Reviewed by Council Committees:

Councilmember:

Staff: Hursh

Meeting Date: July 20, 2015

Item Number: RES.E

RESOLUTION NO. 5 1 6 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE LODGING TAX GRANT DISBURSEMENTS RECOMMENDED BY THE AUBURN LODGING TAX ADVISORY COMMITTEE AND THE AUBURN TOURISM BOARD

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

WHEREAS, the City of Auburn has a lodging tax advisory committee, the Auburn Lodging Tax Advisory Committee, established pursuant to Chapter 2.76 of the Auburn City Code (ACC), in accordance with RCW 67.28.1817; and

WHEREAS, the City of Auburn also has a tourism board, the Auburn Tourism Board, established pursuant to Chapter 2.77 ACC; and

WHEREAS, in accordance with ACC 2.76.040, the Lodging Tax Advisory Committee shall make recommendations to the City Council on tourism promotion and tourism related issues; and

WHEREAS, pursuant to ACC 2.77.060 , the Tourism Board shall assist the City Council in formulating strategies for tourism related activities and programs geared to promote the city of Auburn as a tourist destination, and shall make recommendations to the City Council on tourism promotion and tourism related issues; and

WHEREAS, on July 1, 2015, both the Auburn Tourism Board and the Auburn Lodging Tax Advisory Committee met to consider proposals for expending lodging tax

dollars (taxes collected in accordance with Chapter 67.28 RCW), and consider proposals from various different potential recipients in terms of expanding lodging tax dollars in a way to promote the City of Auburn as a tourist destination; and

WHEREAS, after the July 1, 2015, meeting, the Lodging Tax Advisory Committee and the Tourism Board voted on the proposals and requests they received for expenditure of lodging tax dollars; and

WHEREAS, the Lodging Tax Advisory Committee and the Tourism Board have submitted their recommendations for expenditure of lodging tax dollars to the City Council for consideration and approval.

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

Section 1. Approval of Recommendations. The City Council hereby approves and endorses the expenditure of lodging tax dollars in accordance with the lodging tax disbursements recommended by the Auburn Lodging Tax Advisory Committee and the Auburn tourism board, as shown on the lodging tax grants/recommended disbursements list, a copy of which is attached hereto, marked as exhibit "A" and Incorporated herein by this reference.

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

Section 3. Effective Date. This Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2015.

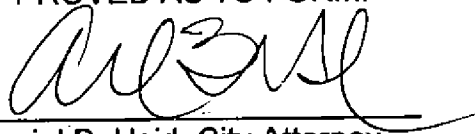
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

RESOLUTION NO. 5162, EXHIBIT A

Lodging Tax Grant

Event: Veterans Day Parade

**Approved Amount
\$6,500.00**

Amount Requested: \$6,500.00

Possible Points: 900

Points Received: 843

Comments:

- Fund is for advertising
- Does put heads in beds

Event: Auburn Symphony

**Approved Amount
\$250.00**

Amount Requested: \$2,000.00

Possible Points: 1,000

Points Receive: 272

Comments:

- Possible if they did some networking for more advertising
- Thursday night not good for attendance

Event: EMD 3on3 Basketball Tournament

**Approved Amount
\$3,500.00**

Amount Requested: \$3,500.00

Possible Points: 800

Points Received: 730

Comments:

- 15% out of town players
- Trying to add a wheel chair competition
- Goal is to have more youth participating
- Did put heads in beds for the last 2 years

Event: Hops & Crops

**Approved Amount
\$00.00**

Amount Requested: \$4,000.00

Possible Points: 1,000

Points Received: 578

Comments:

- Donation should go to promotion of don't drink & drive
- Partner with hotels
- Concerns about drinking
- Should have shuttles available

Event: Geocaching

**Approved Amount
\$3,500.00**

Amount Requested: \$1,000.00

Possible Points: 1,000

Points Received: 975

Comments:

- Great tourism, lots of hotel nights, great following
- Participants will travel
- Friday night party with us funding
- Give them more money

Event: Mexican Independence Festival

**Approved Amount
\$8,000.00**

Amount Requested: \$8,000.00

Possible Points: 900

Points Received: 876

Comments:

- Family Event no Alcohol over 15,000 to 20,000 attendees
- Great tourism opportunity, will put heads in beds
- Lots of advertising opportunities
- Will post our hotels
- Extra advertising, TV, Radio & Print