



**City Council Meeting
May 5, 2014 - 7:30 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. Flag Salute

B. Roll Call

C. Announcements, Appointments, and Presentations

1. Proclamation - Puget Sound Starts Here Month
Mayor Backus to proclaim May 2014 as "Puget Sound Starts Here" month in the city of Auburn.
2. Diversity Culture Celebration
Carla Carrizosa representing Gildo Rey Elementary and Mt. Baker Middle School to invite Mayor Backus and City Councilmembers to the June 12th Regional Diversity Culture Celebration

D. Agenda Modifications

II. 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.

III. COUNCIL COMMITTEE REPORTS

A. Municipal Services

1. **April 28, 2014 Minutes* (Peloza)**

B. Planning & Community Development

1. **April 28, 2014 Minutes* (Holman)**

C. Public Works

1. **April 21, 2014 Minutes* (Osborne)**
- D. **Finance**
 1. **April 21, 2014 Minutes* (Wales)**
- E. **Les Gove Community Campus**
- F. **Council Operations Committee**
 1. **April 28, 2014 Meeting* (Wagner)**
- G. **Junior City Council**
 1. April 21, 2014 Meeting (Wagner)

IV. **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 April 21, 2014 regular City Council meeting***
- B. **Claims Vouchers (Wales/Coleman)**
Claims check numbers 428357 through 428545 in the amount of \$1,043,848.88 and five wire transfers in the amount of \$44,953.09 and dated May 5, 2014.
- C. **Payroll Vouchers (Wales/Coleman)**
Payroll check numbers 534645 through 534679 in the amount of \$268,556.09, and electronic deposit transmissions in the amount of \$1,326,363.85 for a grand total of \$1,594,919.94 for the period April 17, 2014 to April 30, 2014.
- D. **Century West Task Assignment* (Peloza/Coleman)**
City Council to approve Task Assignments with Century West to perform administrative bidding services (Task 1) and project management (Task 2) for the airport crack sealing and slurry seal project.
- E. **Public Works Project No. CP1208* (Osborne/Snyder)**
City Council grant permission to advertise for bids for Project No. CP1208, Sewer Pump Station Improvements
- F. **Public Works Project No. CP1104* (Osborne/Snyder)**
City Council grant permission to advertise for bids for Project No. CP1104, 8th Street NE and 104th Avenue SE Intersection Improvements, Contract 14-09

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

V. **UNFINISHED BUSINESS**

There is no unfinished business.

VI. **NEW BUSINESS**

There is no new business.

VII. **ORDINANCES**

A. **Ordinance No. 6504* (Wagner/Heid)**

An Ordinance of the City Council of the City of Auburn, Washington, creating a new Chapter 2.08 of the Auburn City Code establishing an independent salary commission

(RECOMMENDED ACTION: City Council introduce and adopt Ordinance No. 6504.)

B. **Ordinance No. 6507* (Holman/Snyder)**

An Ordinance of the City Council of the City of Auburn, Washington, approving the final plat of Bry's Cove

(RECOMMENDED ACTION: City Council introduce and adopt Ordinance No. 6507.)

VIII. **RESOLUTIONS**

A. **Resolution No. 5059* (Peloza/Faber)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the acceptance of a grant from King Conservation District and authorizing the Mayor and City Clerk to execute the necessary agreements to accept said funds

(RECOMMENDED ACTION: City Council adopt Resolution No. 5059.)

B. **Resolution No. 5062* (Osborne/Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, setting a public hearing to consider a Franchise Agreement with TW Telecom of Washington LLC

(RECOMMENDED ACTION: City Council adopt Resolution No. 5062.)

C. **Resolution No. 5064* (Osborne/Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement between the City of Auburn and the U.S. Geological Survey for water resources investigations

(RECOMMENDED ACTION: City Council adopt Resolution No. 5064.)

D. **Resolution No. 5066* (Osborne/Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to amend the Memorandum of Agreement with Pierce County for the purpose of providing road services

(RECOMMENDED ACTION: City Council adopt Resolution No. 5066.)

E. **Resolution No. 5067* (Peloza/Coleman)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the City to apply for, and if awarded, to accept federal grant funds in the amount of \$450,000.00 from the Federal Aviation Administration, and State Grant Funds in the amount of \$25,000.00 from the Washington State Department of Transportation Aviation Division for various airport improvements, and authorizing the execution of the grant agreement therefor

(RECOMMENDED ACTION: City Council adopt Resolution No. 5067.)

F. **Resolution No. 5068* (Wales/Hursh)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an Interlocal Agreement between the City of Auburn and Snohomish County for mutual assistance, and to donate staff time related to the State Route 530 flood and mudslide

(RECOMMENDED ACTION: City Council adopt Resolution No. 5068.)

IX. **REPORTS**

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

A. **From the Council**

B. **From the Mayor**

X. **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:

April 28, 2014 Minutes

Date:

May 1, 2014

Department:

Police

Attachments:

[April 28, 2014 Minutes](#)

Budget Impact:

\$0

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

Municipal Services

Councilmember: Peloza

Staff:

Meeting Date: May 5, 2014

Item Number: MS.1



**Municipal Services Committee
April 28, 2014 - 3:30 PM
City Hall Conference Room 3
MINUTES**

I. CALL TO ORDER

Chair Pelozo called the meeting to order at 3:30 p.m. in Conference Room 3 of City Hall, 25 West Main Street, Auburn, WA.

A. Roll Call

Members present: Chair Bill Pelozo, Vice Chair Wayne Osborne and Member Claude DaCorsi.

Staff present: Mayor Nancy Backus, Chief of Police Bob Lee, Assistant Chief of Police Bill Pierson, Finance Director Shelley Coleman, City Attorney Dan Heid, Parks, Arts & Recreation Director Daryl Faber and Police Secretary/Scribe Terry Mendoza. **Others present:** Citizen Virginia Haugen and Auburn Reporter representative Robert Whale.

B. Announcements

C. Agenda Modifications

CENTURY WEST TASK ASSIGNMENT (COLEMAN)

Finance Director Shelley Coleman briefed the Committee on the Task Assignment for Century West (CW). They are the consulting engineers for the Auburn Municipal Airport Agreement. CW's Engineer will be on-site conducting testing. The project manager will perform administrative services and support the on-site work. Committee discussion followed.

Vice Chair Osborne moved to forward the Century West Task Assignment to full Council for approval. Member DaCorsi seconded. Chair Pelozo concurred.

MOTION PASSED: 3-0

RESOLUTION NO. 5067 (COLEMAN)

Shelley Coleman, Finance Director, provided information on Resolution No. 5067 which authorizes the City to apply for, and if

awarded, to accept federal and state grant funds to be used towards various airport improvements. Included would be upgrades to the security camera gate access system, an obstruction survey for GPS approach and to acquire land from King County to protect approaches. The application is for state grant funds which is due on April 30, 2014. The federal funds are shown on the application as the State manages the City's federal application, as well. Committee discussion followed.

Vice Chair Osborne moved to forward Resolution No. 5067 to full Council for consideration. Member DaCorsi seconded. Chair Peloza concurred.

MOTION PASSED: 3-0

II. CONSENT AGENDA

A. April 14, 2014 Minutes

Vice Chair Osborne moved to accept the Minutes as presented. Member DaCorsi seconded. Chair Peloza concurred.

MOTION PASSED: 3-0

III. ACTION

A. Resolution No. 5059 (Faber)

Parks, Arts & Recreation Director Daryl Faber reported on the King Conservation District's (KCD) grant for the Auburn International Farmers Market. The City of Auburn is a member city of the KCD and this is the third consecutive year that the City has applied for funds to assist with marketing and events. The City has been awarded \$15,000.00 from KCD; \$12,500.00 will be used for marketing and \$2,500.00 for demonstrations and education. Committee discussion followed.

Vice Chair Osborne moved to forward Resolution No. 5059 to full Council for consideration. Member DaCorsi seconded. Chair Peloza concurred.

MOTION PASSED: 3-0

IV. DISCUSSION ITEMS

A. Red Light Photo Enforcement (Lee)

Bill Pierson, Assistant Chief of Police, reported on Red Light Photo Enforcement for the 1st quarter of 2014. Red Light violations continue to show an overall reduction when compared to the previous 1st

quarter figures dating back to 2010. Chair Pelozo inquired about the increase from 2013 at 8th/Harvey (SB) and whether or not records indicate the time of day for the violations. AC Pierson stated that staff will research whether or not this information is tracked and will provide the data on the next quarterly report, if it is available. School zone violations continue to show reductions, as well, with the exception of Mt. Baker. The number of collisions and injuries also decreased except for the intersection at 8th Street NE and Harvey Rd NE. Chair Pelozo believes that it would be beneficial to know the types of collisions that are occurring at this intersection. AC Pierson will research this type of information for the next quarterly report. Finance Director Shelley Coleman provided a financial update on the RedFlex for the same period. Committee discussion followed.

B. Cemetery Update (Faber)

Parks, Arts & Recreation Director Daryl Faber updated the Committee on the Cemetery for the 1st quarter of 2014. Cemetery operations were consistent with last year. Interments increased, there was a slight increase in revenue and expenditures remained at the same level. The financial statement provided by Finance Director Shelley Coleman shows the net working capital increased by almost \$58,000.00 in the first period. Expenditures will increase with Summer coming up as seasonal workers are brought on board. The cemetery is still trending in the right direction and along with additional marketing efforts will continue to improve on the quality of recognition throughout the area. Committee discussion followed.

C. Animal Control Licensing Program/AVHS Board Review (Coleman)

Finance Director, Shelley Coleman, provided an update on the Auburn Valley Humane Society (AVHS) Board meetings and Animal Control Licensing operations for 1st quarter 2014. Licensing revenues are up over the last year with the average being just over \$12,000.00. With a goal of \$240,000.00 licensing revenue would need to average \$20,000.00 per month. Based on the reports the Veterinary offices have not been selling licenses. Director Coleman shared that the City and King County Regional Animal Services are aware that on average about 18-20% of the pets get licensed which means there is a large population that are not being captured. King County is working towards requiring veterinarians to submit information whenever a pet receives a rabies vaccination. The information would then be sent to the specific jurisdiction (City of Auburn, for example) for them to follow-up on licensing. For local veterinarians selling licenses is not a priority but having a requirement to comply on the rabies vaccinations would benefit license revenues. The AVHS reports that adoption rates for cats have increased which means shelter numbers have decreased considerably. Operations and fund raising year to date for Shelter revenue totaled \$165,268.00 which is 106% of the combined

YTD revenue budget. Committee discussion followed.

D. SCORE Jail Stats (Coleman)

Shelley Coleman, Finance Director, briefed the Committee on SCORE jail statistics through March 2014. The Adult Daily Population (ADP) for 2015 has been established based on the average ADP from 4/1/2013 through 3/31/2014. Auburn's average ADP for 2015 is set at 69. This represents a percentage drop from 27.36% to 23.81%; a 3.55% decrease. For the first time, Auburn will not be in the top two of member cities as far as average ADP. SCORE's 2015 operating budget has not been determined but contract beds have increased significantly over the past 12 months. Finance is projecting the 2015 budget to be in the \$24M range. Committee discussion followed.

E. Project Matrix

The 'Review Dates' were updated for Items 10P, 21P, 29P, 31P and 6I.

V. **ADJOURNMENT**

The meeting was adjourned at 4:21 pm. The next regular meeting of the Municipal Services Committee is scheduled for Monday, May 12, 2014 in Conference Room 3 of City Hall, 25 West Main Street, Auburn, WA.

Signed this _____ day of May, 2014.

Bill Peloza, Chair

Terry Mendoza, Police Secretary/Scribe



AGENDA BILL APPROVAL FORM

Agenda Subject:

April 28, 2014 Minutes

Date:

April 29, 2014

Department:

Planning and Development

Attachments:

[April 28, 2014 Draft Minutes](#)

Budget Impact:

\$0

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

Councilmember: Holman

Staff:

Meeting Date: May 5, 2014

Item Number: PCD.1



**Planning and Community
Development
April 28, 2014 - 5:00 PM
Annex Conference Room 2
MINUTES**

I. CALL TO ORDER

Chair John Holman called the meeting to order at 5:00 p.m. in Annex Conference Room 2 located on the second floor of One Main Professional Plaza, One East Main Street, Auburn, Washington.

A. Roll Call

Chair John Holman, Vice-Chair Largo Wales and Member Yolanda Trout were present. Also present were Mayor Nancy Backus, Director of Community Development and Public Works Kevin Snyder, Assistant Director of Community Development Services Jeff Tate, Economic Development Manager Doug Lein, Environmental Services Manager Chris Andersen, Environmental Services Planner Jamie Kelly, Engineering Aide Amber Mund, and Community Development Secretary Tina Kriss.

Members of the Public present were: Councilmember Peloza, Russ Campbell, Jean Lix, and Robert Whale of the Auburn Reporter.

B. Announcements

There were no announcements.

C. Agenda Modifications

The order of the agenda was changed. Discussion Item III.B. will be held later in the meeting and Discussion Item III.D. will take place after the III.F. Downtown Parking Management Plan.

II. CONSENT AGENDA

A. Minutes - April 14, 2014 (Tate)

Member Trout moved and Vice-Chair Wales seconded to approve the April 14, 2014 Planning and Community Development Committee minutes as written.

Motion carried unanimously. 3-0

III. DISCUSSION ITEMS

A. Resolution No. 5062 (Mund)

Engineering Aide Amber Mund provided the staff report on Resolution No. 5062, to set the public hearing to consider a Franchise Agreement with tw telecom of washington, llc. Ms. Mund explained Ordinance No. 6506 would allow tw telecom of washington llc a Franchise Agreement to lease facilities from other companies and in the future potentially build facilities. If they were to build facilities a review would be required through the City's permitting and engineering process.

B. Theater Lease (Faber)

Director Kevin Snyder, standing in for Parks, Arts and Recreation Director Daryl Faber reported that Director Faber and his team are currently working on a scope of work in preparation to work with a consultant to assist the City in looking at strategic approaches to arts and cultural opportunities. As part of this strategic approach the City would be reviewing the Auburn Avenue Theater program, the City is nearing the half-way point of the Auburn Avenue Theater lease. Staff confirmed this item will be brought back to the Committee for discussion.

C. Update Briefing Regarding Auburn Environmental Park Restoration Efforts (Andersen)

Environmental Planner Jamie Kelly provided a PowerPoint presentation to update the Committee on the development of the Auburn Environmental Park (AEP) restoration efforts. An overview was provided regarding the park improvements and grant funded improvements that have taken place in the park. Staff also shared various service and education opportunities the park has provided to our community. The Committee and staff discussed current and ongoing projects and future improvements and the restoration of the AEP. A discussion was held regarding future connectivity of the AEP and the availability of future parking areas.

D. Floodplain Development Regulation Policy Discussion (Andersen)

Environmental Services Manager Chris Andersen provided background information on the City's Flood Hazard Area regulations adopted in 2010, the new requirements of the 2013 revised Federal Emergency Management Agency (FEMA) Model Ordinance for floodplain development, and options for implementation of the revised FEMA Model Ordinance in Auburn.

Staff distributed a map to review the current locations of the City's Special Flood Hazard Areas (SFHAs), Riparian Habitat Zones (RHZs) and Channel Migration Areas (CMAs). The Committee and staff discussed the option presented by the revised Model Ordinance to potentially remove some of the RHZ and CMA areas from the City's regulatory floodplain. The Committee and staff discussed floodplain Habitat Assessments, and Chair Holman asked staff to provide more

information on Habitat Assessments at a future meeting, which staff indicated they would do.

The Committee and staff reviewed a summary of structures and parcels located in the City of Auburn Regulatory Floodplain. A discussion was held on the options available to the City in formulating Auburn's Flood Hazard Area regulations and the potential for making changes to the RHZ and CMA that would limit these zones to SFHA, or whether the City should maintain the current geography of these areas. A third, hybrid, option was also discussed. This option could limit the RHZ and CMA to the SFHA in heavily developed areas which tend to have less habitat value, and could maintain the current extent of these areas in more sensitive, undeveloped locations that have greater habitat value.

The Committee agreed that they would like staff to recommend an option that would best balance providing development applicants with options for meeting the requirements and would not unnecessarily impose regulatory requirements on areas that are already substantially developed, while at the same time would provide for protection of more sensitive environmental areas located within the City's floodplains. Staff indicated they will develop a recommended update of the regulations and return to present that to the Committee.

E. Communal Residences (Tate)

Community Development Services Assistant Director Tate updated the Committee as to the status of the City's implementation of Ordinance No. 6477, passed by City Council on September 3, 2013, establishing rules and procedures that regulate the renting of homes within residential zoning designations.

Staff reviewed the approved communal residences, code enforcement priority properties, and the next steps by staff in the process of continuing to implement the communal residence program. Assistant Director Tate reported that the City will begin compliance efforts this next week with Priority 1 properties functioning as a communal residence. Staff is also updating the City's website and the creation of more resources for tenants, property owners, and neighbors that are located near rentals. The proposed changes will be posted in May. A review of the business license renewal process for rental properties is also taking place, there may be some future adjustments in that process. The Committee and staff discussed the feedback from both tenants and the public on the program.

Chair Holman invited members of the audience forward for comment.

Russ Campbell, 31606 126th Ave SE, Auburn

After the Committee and staff discussed future compliance efforts on priority properties, Mr. Campbell expressed that individuals will try and circumvent new regulations or work within the rules, he stated that he is hopeful that the two conditional use permits going before the Hearing Examiner next month will bring forth participation from the community. Mr. Campbell also stated he was told that the Homestay program at Green River Community College was advertising the allowance of three (3) students per home. Mr. Campbell expressed his gratitude for the efforts by the City and Lea Hill community members as they continue to address communal residences.

F. Downtown Parking Management Plan (Tate)

Assistant Director Tate explained that the City of Auburn enacted a Downtown Parking Management Plan under Resolution No. 5031 on February 3, 2014. Staff reviewed the implementation of the plan to date and the proposed long-term goals. Staff also reviewed the status of the City's parking permit program. Assistant Director Tate stated that staff will continue to implement various action items of the plan and review and evaluate the data in order to continue to plan and implement future tasks.

G. Director's Report (Tate)

Assistant Director Tate reported on the status of several businesses that have had enforcement actions by the Auburn Code Enforcement division recently.

H. PCDC Status Matrix (Tate)

After the Committee reviewed the matrix, Chair Holman asked that the date of item No. 6, Theater Lease, be changed to May 12, 2014.

IV. **ADJOURNMENT**

There being no further business to come before the Planning and Community Development Committee, the meeting was adjourned at 7:20 p.m.

Approved this _____, day of _____, 2014.

John Holman, Chairman

Tina Kriss, Community Development Secretary



AGENDA BILL APPROVAL FORM

Agenda Subject:

April 21, 2014 Minutes

Date:

April 29, 2014

Department:

Public Works

Attachments:

[Draft Minutes](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:**

See attached draft minutes.

Reviewed by Council Committees:

Councilmember: Osborne

Staff:

Meeting Date: May 5, 2014

Item Number: PW.1



**Public Works Committee
April 21, 2014 - 3:30 PM
Annex Conference Room 2
MINUTES**

I. CALL TO ORDER

Chairman Wayne Osborne called the meeting to order at 3:30 p.m. in Conference Room #2, located on the second floor of Auburn City Hall, One East Main Street, Auburn, Washington.

A. Roll Call

Chairman Wayne Osborne, Vice-Chair Bill Pelozza, and Member Claude DaCorsi were present. Also present during the meeting were: Mayor Nancy Backus, Assistant Director of Engineering/City Engineer Ingrid Gaub, Finance Director Shelley Coleman, Acting Utilities Engineer Susan Fenhaus, Transportation Manager Pablo Para, Storm Drainage Engineer Tim Carlaw, Development Review Engineer Jason Krum, Street Systems Engineer Jai Carter, Project Engineer Seth Wickstrom, Traffic Engineer James Webb, Senior Project Engineer Jacob Sweeting, M&O Support Manager Janine Poulsen, Planning Services Manager Elizabeth Chamberlain and Public Works Secretary Molly Hoisington.

B. Announcements

There were no announcements.

C. Agenda Modifications

There were no modifications to the agenda.

II. CONSENT AGENDA

A. Approval of Minutes

It was moved by Vice-Chair Pelozza, seconded by Member DaCorsi, that the Committee approve the Public Works Committee Meeting minutes for date, April 7, 2014.

Motion carried 3-0.

III. ACTION

A. Dunda Leak Adjustment (Coleman)

Finance Director Coleman explained that this item was discussed at

the last Public Works Committee meeting. The proposed leak adjustment is in the amount of \$2,943.96. Chairman Osborne confirmed that this includes a requirement for a settlement agreement. Finance Director Coleman confirmed and stated Legal will need draft the settlement agreement.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee recommend City Council approve Dunda Leak Adjustment.

Motion carried 3-0.

- B. Surface Water Management Manual Revisions to Volumes 1, 3, 5, & Manual Preface (Carlaw and Krum)
Approve the 2009 City of Auburn Surface Water Management Manual revisions to Volumes 1, 3, 5 & Manual Preface as shown in Attachment A

Storm Drainage Engineer Carlaw and Development Review Engineer Krum introduced themselves to the Committee. Storm Drainage Engineer Carlaw explained the need for the revisions.

Storm Drainage Engineer Carlaw responded to a question that was asked by Member DaCorsi regarding the language on page 25.

Storm Drainage Engineer Carlaw and Development Review Engineer Krum answered a question asked by Chairman Osborne regarding the software system requirements.

Storm Drainage Engineer Carlaw replied to a question asked by Chairman Osborne regarding terminology used in the revision.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee approve the Surface Water Management Manual Revisions.

Motion carried 3-0.

- C. Public Works Project No. C512A (Wickstrom)
Grant permission to advertise for bids for Project No. C512A, Well 4 Emergency Power Improvements

Project Engineer Wickstrom explained that staff is asking for permission to advertise for the Well 4 project. This project will provide emergency power, upgrade the chlorination system, and install security fencing at the facility. Bidding is anticipated to start in May, construction possibly in July but may be delayed due to water demand in July.

Project Engineer Wickstrom replied to a question asked by Chairman Osborne regarding construction of a new building to house the chlorination system and generator.

Acting Utilities Engineer Fenhaus responded to a question asked by Chairman Osborne regarding how often the existing pump runs.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee recommend City Council grant permission to advertise for bids for Project No. C512A, Well 4 Emergency Power Improvements.

Motion carried 3-0.

- D. Public Works Project No. CP1024 (Sweeting)
Grant permission to advertise for bids for Project No. CP1024, Auburn Way S and M Street SE Intersection Improvements, Contract 14-06

Senior Project Engineer Sweeting explained this project will add a right turn lane to Auburn Way South when traveling westbound towards M Street SE. It will also re-align the intersection with 17th Street to be perpendicular with Auburn Way South.

Senior Project Engineer Sweeting responded to a question asked by Chairman Osborne regarding the Puget Sound Energy work.

Transportation Manager Para responded to a question asked by Chairman Osborne that there will be an addition of a right turn arrow to the signal.

Vice-Chair Peloza made a comment regarding the property acquisitions for this project which are complete.

Senior Project Engineer Sweeting answered a question asked by Vice-Chair Peloza regarding the bid process.

Senior Project Engineer Sweeting responded to a question asked by Chairman Osborne regarding potential cost impacts.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee recommend City Council grant permission to advertise for bids for Project No. CP1024, Auburn Way South and M Street SE Intersection Improvements, Contract 14-06.

Motion carried 3-0.

- E. Public Works Project No. C524A (Sweeting)
Award Contract No. 14-05 to R.L. Alia Company on their low bid of \$473,485.35 plus Washington State sales tax of \$44,969.45 for a total

contract price of \$518,454.80 for Project No. C524A Utility Physical Site Improvements

Senior Project Engineer Sweeting explained this project is part of the SCADA Upgrades project and will construct security upgrades including site fencing, equipment panel shelters, gates, and other enhancements at various sewer, storm and water facilities throughout the City.

Senior Project Engineer Sweeting responded to a question asked by Chairman Osborne regarding project funding.

Assistant Director of Engineering/City Engineer Gaub answered a question asked by Chairman Osborne regarding the Engineer's Estimate and sales taxes.

Senior Project Engineer Sweeting replied to a question asked by Member DaCorsi regarding the contractor indicating that the City has worked with this contractor on a previous project.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee recommend City Council award Contract No. 14-05 to R.L. Alia Company on their low bid of \$473,485.35 plus Washington State sales tax of \$44,969.45 for a total contract price of \$518,454.80 for Project No. C524A Utility Physical Site Improvements.

Motion carried 3-0.

IV. DISCUSSION ITEMS

A. Resolution No. 5063 (Bailey)

A Resolution of the City Council of the City of Auburn, Washington declaring certain items of property as surplus and authorizing their disposal

M&O Support Manager Paulson was present to address any questions from the Committee. There were no questions.

B. Draft 2015-2020 Transportation Improvement Plan (Webb)

Traffic Engineer Webb and Transportation Manager Para responded to a question asked by Vice-Chair Peloza regarding the Summary of Proposed Amendments to the 2014-2019 TIP on the Memorandum.

Transportation Manager Para answered a question asked by Chairman Osborne regarding the additions on the Memorandum.

Transportation Manager Para clarified information on page 34 per the request from Member DaCorsi.

Member DaCorsi, Chairman Osborne, Assistant Director of Engineering/City Engineer Gaub and Transportation Manager Para had a brief discussion regarding railroad crossing safety improvements.

C. 2014 Local Street Reconstruction Project Briefing (CP1323) (Carter)

Street Systems Engineer Carter explained this is in an effort to increase open communications with the public and provide public outreach to the citizens that are affected by our projects. Currently, the plan is to have four different open houses at local schools near the streets that are proposed to be improved. The open houses will advise citizens what they can expect to see during construction and who they can contact if there are any issues or comments. A project timeline will also be presented and attendees will have an opportunity to voice their comments or concerns.

Street Systems Engineer Carter briefed Committee on the four project sites:

H Street SE design features

- Roadway reconstruction to preserve the existing width
- Improved drainage and safety features
- Existing roadway does not have sidewalk and curbs and the project will not complete these - Parking is not being accommodated due to the narrowness of the road, this may be a concern at the open house

K Street NE design features

- Roadway and curb reconstruction
- Installation of water and sewer lines
- Sidewalk patching is anticipated but is not proposed to be complete replacement, this may be a concern at the open house

24th Street SE design features

- Roadway and curb reconstruction
- Installation of water line
- Sidewalk patching is anticipated but is not proposed to be complete replacement
- No significant issues are anticipated at this open house

3rd street will likely be constructed during 2015 due to budget constraints.

Street Systems Engineer Carter responded to a question asked by Chairman Osborne regarding property easements on the H Street SE project site.

There was a brief discussion amongst Street System Engineer Carter, Assistant Director of Engineering/City Engineer Gaub and Chairman Osborne in response to a question asked by Chairman Osborne regarding the parking issue on the H Street SE project site.

Assistant Director of Engineering/City Engineer Gaub, Chairman Osborne, Vice-Chair Peloza and Street System Engineer Carter briefly discussed the sidewalk patching associated with the K Street NE project site.

D. Capital Project Status Report (Sweeting)

Item 22 – 37th St & B St NW BNSF Pre-Signal:

Answering a question asked by Member DaCorsi, Senior Project Engineer Sweeting explained what the improvements of the project are.

Item 31 – BNSF/EVH Pedestrian Undercrossing:

Assistant Director of Engineering/City Engineer Gaub responded to a question asked by Member DaCorsi regarding project funding and the reason the project is currently on hold.

E. Significant Infrastructure Projects by Others - Public Works Status Report (Gaub)

Item 2 – 17th Street SE, K St SE to F St SE – Gas Main Replacement:

Assistant Director of Engineering/City Engineer Gaub provided an update on paving in response to a question asked by Chairman Osborne.

F. Action Tracking Matrix (Gaub)

Item F – Amberview Apartments Sewer Odor:

Vice-Chair made a comment that he has not heard any complaints about odor.

V. **ADJOURNMENT**

There being no further business to come before the Public Works Committee, the meeting was adjourned at 4:27 p.m.

Approved this ____ day of _____, 2014.

Wayne Osborne
Chairman

Molly Hoisington
Public Works Department Secretary



AGENDA BILL APPROVAL FORM

Agenda Subject:

April 21, 2014 Minutes

Date:

April 30, 2014

Department:

Administration

Attachments:

[Minutes](#)

Budget Impact:

\$0

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

Councilmember: Wales

Staff:

Meeting Date: May 5, 2014

Item Number: FN.1



**Finance Committee
April 21, 2014 - 5:00 PM
Annex Conference Room 1
MINUTES**

I. CALL TO ORDER

Chair Largo Wales called the meeting to order at 5:00 p.m. in Annex Conference Room 1 located on the second floor of the City Hall Annex located at One East Main Street.

A. Roll Call

Chair Wales, Vice Chair John Holman, and Member Yolanda Trout were present.

Officials and staff members in attendance during the meeting included: Mayor Nancy Backus, Finance Director Shelley Coleman, City Attorney Daniel B. Heid, Innovation and Technology Director Ton Tiedeman, Interim Director of Human Resources and Risk Management Rob Roscoe, Assistant Director of Engineering Services and City Engineer Ingrid Gaub, and Deputy City Clerk Shawn Campbell.

B. Announcements

There was no announcement.

C. Agenda Modifications

There was no agenda modification.

II. CONSENT AGENDA

A. April 7, 2014 Minutes

Vice Chair Holman moved and Member Trout seconded to approve the April 7, 2014 minutes as distributed.

MOTION CARRIED UNANIMOUSLY. 3-0

B. Claims Vouchers (coleman)

Claims Voucher Numbers 428093 through 428356 in the amount of \$4,339,932.99 and three wire transfers in the amount of \$2,946.06 and dated April 21, 2014.

Committee members reviewed claims and payroll vouchers and briefly discussed claims vouchers 428907, 428299, and 428097.

Chair Wales discussed pet licensing refunds. She requested staff create processes to reduce the number of pet license refunds.

Chair Wales requested a discussion item be added to the next Finance Committee agenda regarding the salary for maintenance workers at the Mountain View Cemetery.

Vice Chair Holman moved and Member Trout seconded to approve the claims and payroll vouchers.

MOTION CARRIED UNANIMOUSLY. 3-0

C. Payroll Vouchers

Check numbers 534613 through 534644 in the amount of \$840,117.90, electronic deposit transmissions in the amount of \$1,277,350.45 for a grand total of \$2,117,468.35 for the period covering April 3, 2014 to April 21, 2014.

See claims vouchers above for approval of payroll vouchers.

III. RESOLUTIONS

A. Resolution No. 5045 (Tiedeman)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor and City Clerk to execute a second addendum to the interlocal agreement between the City of Auburn and the City of Pacific for information services technology

Director Tiedeman stated Resolution No. 5045 updates an interlocal with the City of Pacific. The agreement incorporates new services and extends the term to three years.

Vice Chair Holman moved and Member Trout seconded to approve Resolution No. 5045.

MOTION CARRIED UNANIMOUSLY. 3-0

B. Resolution No. 5046 (Coleman)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the contribution and withdrawal of City monies in the State of Washington Local Government Investment Pool

Director Coleman explained that jurisdictions participating in the State of Washington Local Government investment pool must update their resolution authorizing contributions and withdrawals.

Vice Chair Holman moved and Member Trout seconded to approve Resolution No. 5046.

MOTION CARRIED UNANIMOUSLY. 3-0

C. Resolution No. 5063 (Snyder)

A Resolution of the City Council of the City of Auburn, Washington declaring certain items of property as surplus and authorizing their disposal

Assistant Director Gaub stated Resolution No. 5063 surpluses items no longer needed by the City.

Member Trout moved and Vice Chair Holman seconded to approve Resolution No. 5063.

MOTION CARRIED UNANIMOUSLY. 3-0

IV. ADJOURNMENT

There being no further business to come before the Committee, the meeting adjourned at 5:23 p.m.

APPROVED this _____ day of _____, 2014.

LARGO WALES, CHAIR

Shawn Campbell, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

April 28, 2014 Meeting

Date:

April 30, 2014

Department:

Administration

Attachments:

[April 21, 2014 Minutes](#)

Budget Impact:

\$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember: Wagner

Staff:

Meeting Date: May 5, 2014

Item Number: COC.1



**City Council Meeting
April 21, 2014 - 7:30 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

A. Flag Salute

Mayor Nancy Backus called the meeting to order at 7:30 p.m. and led those in attendance in the Pledge of Allegiance.

B. Roll Call

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

Department Directors and staff members present: City Attorney Daniel B. Heid, Chief of Police Bob Lee, Economic Development Manager Doug Lein, Director of Administration Michael Hursh, Innovation and Technology Director Ron Tiedeman, Interim Human Resources and Risk Management Director Rob Roscoe, Finance Director Shelley Coleman, Park, Arts and Recreation Director Daryl Faber, Assistant Director of Engineering Services and City Engineer Ingrid Gaub, Emergency Preparedness Manager Sarah Miller and Deputy City Clerk Shawn Campbell.

C. Announcements, Appointments, and Presentations

1. Proclamation - National Day of Prayer
Mayor Backus to declare May 1, 2014 as National Day of Prayer in the City of Auburn.

Mayor Backus read and presented a proclamation declaring May 1, 2014 as National Day of Prayer in the City of Auburn to Marge Gordon.

Marge Gordon invited everyone to join them at City Hall on Thursday, May 1st from noon to 1:00p.m.

2. Emergency Management Presidential Volunteer Service Awards Presentation
Mayor Backus to recognize recipients of the Emergency Management Presidential Volunteer Service Award.

Mayor Backus recognized Cory Blair, Diane Costenbader,

Christopher Cushing, Joseph Cushing, Kim Cushing, Tyler Cushing and Richard Lundstrom for earning the Presidential Volunteer Service Award.

Emergency Preparedness Manager Sarah Miller noted the service award level and accomplishments of each recipient.

3. **Boards and Commissions Appointments**
City Council to confirm the appointment of Brooksie D. Hall to the Urban Tree Board for a term to expire December 31, 2016.

Deputy Mayor Wagner moved and Councilmember Peloza seconded to confirm the appointment of Brooksie D. Hall to the Urban Tree Board.

MOTION CARRIED UNANIMOUSLY. 7-0

D. Agenda Modifications

There was no agenda modification.

II. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

No public hearing was 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.

Elam Anderson, 301 23rd Ave ST SE, Auburn

Mr. Anderson stated that people are responsible for their life, not God. He asked that people examine the part they play in their problems.

C. Correspondence

There was no correspondence for Council review.

III. COUNCIL COMMITTEE REPORTS

A. Municipal Services

Chair Peloza reported the Municipal Services Committee met April 14, 2014. The Committee discussed Resolution No. 5045 regarding the second addendum to the interlocal agreement between the City of Auburn and the City of Pacific for information services technology, the operations at the Auburn Valley Humane Society and the street sweeping schedule. The next regular meeting of the Municipal Services Committee is scheduled for April 28, 2014 at 3:30 p.m.

B. Planning & Community Development

Chair Holman reported the Planning and Community Development Committee met on April 14, 2014. The Committee received presentations from Laura Theimer and Laura Westergard from the Auburn Downtown Association on the Downtown Association's 2014 plans and activities, Economic Development Manager Doug Lein on the Economic Development of the City and from Assistant Director of Community Development Services Jeff Tate who provided an overview of the City's addressing policy. The Committee forwarded to full Council for consideration Resolution No. 5059 regarding acceptance of a grant from King Conservation District. The next regular meeting of the Planning and Community Development Committee is scheduled for April 28, 2014.

C. Public Works

Chair Osborne reported the Public Works Committee met this afternoon at 3:30 p.m. The Committee reviewed a leak adjustment, surface water management manual revisions, and Public Works Projects C512A, CP1024 and C524A. The Committee also discussed Resolution No. 5063 regarding surplus, the 2015 - 2020 Transportation Improvement Plan and the 2014 Local Street Reconstruction Project. The next regular meeting of the Public Works Committee is scheduled for May 5, 2014.

D. Finance

Chair Wales reported the Finance Committee met this evening at 5:00. The Committee reviewed claims vouchers in the amount of \$4.3 million and payroll vouchers in the amount of \$2.1 million. The Committee forwarded to full Council for consideration Resolution No. 5045 regarding second addendum to the interlocal agreement between the City of Auburn and the City of Pacific for information services technology, Resolution No. 5046 authorizing the contribution and withdrawal of City monies in the State of Washington Local Government Investment Pool and Resolution No. 5063 declaring certain items of property as surplus and authorizing their disposal. The next regular meeting of the Finance Committee is scheduled for May 5, 2014 at 5:00 p.m.

E. Les Gove Community Campus

The Les Gove Community Campus Committee has not met since the last Council Meeting.

F. Council Operations Committee

The next regular meeting of the Council Operations Committee is scheduled for April 28, 2014.

G. Junior City Council

Deputy Mayor Wagner reported the Junior City Council met this evening at 5:00. The Junior City Council discussed City parks and adding information regarding the Junior City Council on the City website. The next regularly scheduled meeting of the Junior City Council is May 19, 2014.

IV. 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 April 7, 2014 Regular City Council Meeting
- B. Minutes of the April 14, 2014 Special City Council Meeting
- C. Claims Vouchers (Wales/Coleman)
Claims Voucher Numbers 428093 through 428356 in the amount of \$4,339,932.99 and three wire transfers in the amount of \$2,946.06 and dated April 21, 2014.
- D. Payroll Vouchers (Wales/Coleman)
Check numbers 534613 through 534644 in the amount of \$840,117.90, electronic deposit transmissions in the amount of \$1,277,350.45 for a grand total of \$2,117,468.35 for the period covering April 3, 2014 to April 21, 2014.
- E. Dunda Leak Adjustment (Osborne/Coleman)
City Council to approve an appeal for an additional water utility adjustment in the amount of \$2943.96, to account no. 069905-000. The customer previously received a credit for \$500.00 for the water leak and \$16,892.65 for sewer.
- F. Public Works Project No. C512A (Osborne/Snyder)
City Council to grant permission to advertise for bids for Project No. C512A, Well 4 Emergency Power Improvements
- G. Public Works Project No. C524A (Osborne/Snyder)
City Council to award Contract No. 14-05 to R.L. Alia Company on their low bid of \$473,485.35 plus Washington State sales tax of \$44,969.45 for a total contract price of \$518,454.80 for Project No. C524A Utility Physical Site Improvements
- H. Public Works Project No. CP1024 (Osborne/Snyder)
City Council to grant permission to advertise for bids for Project No. CP1024, Auburn Way S and M Street SE Intersection Improvements, Contract 14-06

Deputy Mayor Wagner moved and Councilmember Peloza seconded to approve the Consent Agenda.

The Consent Agenda includes minutes, claims and payroll vouchers, a leak adjustment and Public Works projects.

MOTION CARRIED UNANIMOUSLY. 7- 0

V. UNFINISHED BUSINESS

The was no unfinished business.

VI. NEW BUSINESS

The was no new business.

VII. RESOLUTIONS

- A. Resolution No. 5045 (Wales/Tiedeman)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor and City Clerk to execute a second addendum to the interlocal agreement between the City of Auburn and the City of Pacific for information services technology
- Councilmember Wales moved and Councilmember Holman seconded to adopt Resolution No. 5045.

Councilmember Wales stated the resolution will change the term of the agreement to three years.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Resolution No. 5046 (Wales/Coleman)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the contribution and withdrawal of City monies in the State of Washington Local Government Investment Pool
- Councilmember Wales moved and Councilmember Holman seconded to adopt Resolution No. 5046.

Councilmember Wales explained the City has been a part of the State of Washington Local Government Investment Pool since the early 1980's. The investment pool has requested all entities adopt this type of resolution.

MOTION CARRIED UNANIMOUSLY. 7-0

- C. Resolution No. 5058 (Heid)
A Resolution of the City Council of the City of Auburn, Washington, expressing support for King County Transportation District Proposition No. 1 - Sales and Use Tax and Vehicle Fee for Transportation Improvements

King County Transportation District Proposition No. 1 Sales and Use Tax and Vehicle Fee for

Transportation Improvements

The Board of the King County Transportation District passed Resolution No. TD2014-03 concerning funding for Metro transit, roads and other transportation improvements. If approved, this proposition would fund, among other things, bus service, road safety and maintenance and other transportation improvements in King County cities and the unincorporated area. It would authorize the district to impose, for a period of ten years, a sales and use tax of 0.1% under RCW 82.14.0455 and an annual vehicle fee of sixty dollars (\$60) per registered vehicle under RCW 82.80.140 with a twenty dollar (\$20) rebate for low-income individuals.

Deputy Mayor Wagner moved and Councilmember Peloza seconded to adopt Resolution No. 5058.

Deputy Mayor Wagner stated the proposition moves toward improvements for streets and transportation in King County.

Mayor Backus asked for opposing views from the audience. No citizens came forward to speak.

Councilmember Osborne stated the proposition would give the City increased revenue for roads and transportation.

Councilmember DaCorsi expressed concerns regarding the impact to the lower income population. The citizens with lower incomes currently have a hard time paying for their car tabs. If King County were to increase that amount, it would increase the burden to the lower income population

MOTION CARRIED. 6-1 Councilmember DaCorsi votes no.

- D. Resolution No. 5063 (Osborne/Snyder)
A Resolution of the City Council of the City of Auburn, Washington declaring certain items of property as surplus and authorizing their disposal

Councilmember Wales moved and Councilmember Holman seconded to adopt Resolution No. 5063.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. REPORTS

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

A. From the Council

Councilmember Trout reported she attended the Lion's Club Fishing Derby where Boy Scout Troop 401 volunteered at the event by

helping the younger children. She also attended the Lions Club Easter Egg hunt where over 125 children came to participate in the egg hunt.

Councilmember Osborne reported he attended the Green River SWIFT symposium where they discussed the Army Corps of Engineers policy on Public Law No. 84-99 regarding trees and growth on levees. The symposium discussed raising the levees along the Green River. He also attended the Regional Transit Committee meeting where they discussed human trafficking and the ratio of riders sitting to standing on transit buses.

Deputy Mayor Wagner reported attended the reception for the new Korean Consul General sponsored by King County Councilmember Pete Von Reichbauer.

Councilmember Pelloza reported he attended South Cities Association Regional Policy meeting where they discussed the regional transfer station and oil transportation, the King County Solid Waste Advisory Committee meeting, the South County Area Transportation Board meeting, and a presentation from the Washington State Department of Transportation regarding the gas tax and a presentation from the Puget Sound Regional Council on the Next Generation Air Transport System. He also attended the Terry Home ribbon cutting, and the Korean Consul General reception and the Chamber of Commerce awards dinner.

Councilmember Holman reported he attended the Greater Seattle Global Cities Initiative project hosted by the University of Washington. The initiative is a joint project by the Brookings Institute and JP Morgan Chase. He explained the initiative is an expanded project from the research of the book Metropolitan Revolution by Bruce Katz regarding the rapid urbanization shifting the focus of global economic power. The goal of the initiative is to equip city leaders and policy makers with the information to bolster their position in the global community.

Councilmember Wales stated she was on vacation and has no report.

Councilmember DaCorsi reported he met with Auburn Youth Resources Director Jim Blanchart and toured the facility. He also attended the Korean Consul Generals reception.

B. From the Mayor

Mayor Backus reported she met with staff to start planning the next National Night Out on August 5, 2014. She met with King County Executive Dow Constantine for an economic development forum in conjunction with the Brookings Institute. She also met with King

County Councilmember Pete Von Reichbauer . She attended the 2014 Community Volunteer Luncheon, a tour of Orion Industries facility, the Arbor Day celebration, an open house for the Auburn Valley Creative Arts group, Chamber of Commerce luncheon, the United States Gypsum event to donate funds to the local Red Cross for the victims of Oso, the Terry Home ribbon cutting, the Auburn Chamber of Commerce Annual Recognition of Service award dinner where Senator Joe Fain was recognized for his service to the community, the Veteran Affairs Advisory Committee, a fundraiser breakfast for Nick Konkler, and the Earth Day cleanup. Mayor Backus also met with King County Councilmember Pete Von Reichbauer and Jonnie Earl from Sound Transit regarding parking in the downtown area, the Sound transit parking structures and partnering opportunities

IX. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 8:33 p.m.

APPROVED this _____ day of May, 2014.

NANCY BACKUS, MAYOR

Shawn Campbell, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the April 21, 2014 regular City Council meeting

Date:

April 29, 2014

Department:

Administration

Attachments:

[Minutes](#)

Budget Impact:

\$0

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

Meeting Date: May 5, 2014

Staff:

Item Number: CA.A



**City Council Meeting
April 21, 2014 - 7:30 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

A. Flag Salute

Mayor Nancy Backus called the meeting to order at 7:30 p.m. and led those in attendance in the Pledge of Allegiance.

B. Roll Call

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

Department Directors and staff members present: City Attorney Daniel B. Heid, Chief of Police Bob Lee, Economic Development Manager Doug Lein, Director of Administration Michael Hursh, Innovation and Technology Director Ron Tiedeman, Interim Human Resources and Risk Management Director Rob Roscoe, Finance Director Shelley Coleman, Park, Arts and Recreation Director Daryl Faber, Assistant Director of Engineering Services and City Engineer Ingrid Gaub, Emergency Preparedness Manager Sarah Miller and Deputy City Clerk Shawn Campbell.

C. Announcements, Appointments, and Presentations

1. Proclamation - National Day of Prayer

Mayor Backus to declare May 1, 2014 as National Day of Prayer in the City of Auburn.

Mayor Backus read and presented a proclamation declaring May 1, 2014 as National Day of Prayer in the City of Auburn to Marge Gordon.

Marge Gordon invited everyone to join them at City Hall on Thursday, May 1st from noon to 1:00p.m.

2. Emergency Management Presidential Volunteer Service Awards Presentation

Mayor Backus to recognize recipients of the Emergency Management Presidential Volunteer Service Award.

Mayor Backus recognized Cory Blair, Diane Costenbader,

Christopher Cushing, Joseph Cushing, Kim Cushing, Tyler Cushing and Richard Lundstrom for earning the Presidential Volunteer Service Award.

Emergency Preparedness Manager Sarah Miller noted the service award level and accomplishments of each recipient.

3. **Boards and Commissions Appointments**
City Council to confirm the appointment of Brooksie D. Hall to the Urban Tree Board for a term to expire December 31, 2016.

Deputy Mayor Wagner moved and Councilmember Peloza seconded to confirm the appointment of Brooksie D. Hall to the Urban Tree Board.

MOTION CARRIED UNANIMOUSLY. 7-0

D. Agenda Modifications

There was no agenda modification.

II. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

No public hearing was 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.

Elam Anderson, 301 23rd Ave ST SE, Auburn

Mr. Anderson stated that people are responsible for their life, not God. He asked that people examine the part they play in their problems.

C. Correspondence

There was no correspondence for Council review.

III. COUNCIL COMMITTEE REPORTS

A. Municipal Services

Chair Peloza reported the Municipal Services Committee met April 14, 2014. The Committee discussed Resolution No. 5045 regarding the second addendum to the interlocal agreement between the City of Auburn and the City of Pacific for information services technology, the operations at the Auburn Valley Humane Society and the street sweeping schedule. The next regular meeting of the Municipal Services Committee is scheduled for April 28, 2014 at 3:30 p.m.

B. Planning & Community Development

Chair Holman reported the Planning and Community Development Committee met on April 14, 2014. The Committee received presentations from Laura Theimer and Laura Westergard from the Auburn Downtown Association on the Downtown Association's 2014 plans and activities, Economic Development Manager Doug Lein on the Economic Development of the City and from Assistant Director of Community Development Services Jeff Tate who provided an overview of the City's addressing policy. The Committee forwarded to full Council for consideration Resolution No. 5059 regarding acceptance of a grant from King Conservation District. The next regular meeting of the Planning and Community Development Committee is scheduled for April 28, 2014.

C. Public Works

Chair Osborne reported the Public Works Committee met this afternoon at 3:30 p.m. The Committee reviewed a leak adjustment, surface water management manual revisions, and Public Works Projects C512A, CP1024 and C524A. The Committee also discussed Resolution No. 5063 regarding surplus, the 2015 - 2020 Transportation Improvement Plan and the 2014 Local Street Reconstruction Project. The next regular meeting of the Public Works Committee is scheduled for May 5, 2014.

D. Finance

Chair Wales reported the Finance Committee met this evening at 5:00. The Committee reviewed claims vouchers in the amount of \$4.3 million and payroll vouchers in the amount of \$2.1 million. The Committee forwarded to full Council for consideration Resolution No. 5045 regarding second addendum to the interlocal agreement between the City of Auburn and the City of Pacific for information services technology, Resolution No. 5046 authorizing the contribution and withdrawal of City monies in the State of Washington Local Government Investment Pool and Resolution No. 5063 declaring certain items of property as surplus and authorizing their disposal. The next regular meeting of the Finance Committee is scheduled for May 5, 2014 at 5:00 p.m.

E. Les Gove Community Campus

The Les Gove Community Campus Committee has not met since the last Council Meeting.

F. Council Operations Committee

The next regular meeting of the Council Operations Committee is scheduled for April 28, 2014.

G. Junior City Council

Deputy Mayor Wagner reported the Junior City Council met this evening at 5:00. The Junior City Council discussed City parks and adding information regarding the Junior City Council on the City website. The next regularly scheduled meeting of the Junior City Council is May 19, 2014.

IV. 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 April 7, 2014 Regular City Council Meeting
- B. Minutes of the April 14, 2014 Special City Council Meeting
- C. Claims Vouchers (Wales/Coleman)
Claims Voucher Numbers 428093 through 428356 in the amount of \$4,339,932.99 and three wire transfers in the amount of \$2,946.06 and dated April 21, 2014.
- D. Payroll Vouchers (Wales/Coleman)
Check numbers 534613 through 534644 in the amount of \$840,117.90, electronic deposit transmissions in the amount of \$1,277,350.45 for a grand total of \$2,117,468.35 for the period covering April 3, 2014 to April 21, 2014.
- E. Dunda Leak Adjustment (Osborne/Coleman)
City Council to approve an appeal for an additional water utility adjustment in the amount of \$2943.96, to account no. 069905-000. The customer previously received a credit for \$500.00 for the water leak and \$16,892.65 for sewer.
- F. Public Works Project No. C512A (Osborne/Snyder)
City Council to grant permission to advertise for bids for Project No. C512A, Well 4 Emergency Power Improvements
- G. Public Works Project No. C524A (Osborne/Snyder)
City Council to award Contract No. 14-05 to R.L. Alia Company on their low bid of \$473,485.35 plus Washington State sales tax of \$44,969.45 for a total contract price of \$518,454.80 for Project No. C524A Utility Physical Site Improvements
- H. Public Works Project No. CP1024 (Osborne/Snyder)
City Council to grant permission to advertise for bids for Project No. CP1024, Auburn Way S and M Street SE Intersection Improvements, Contract 14-06

Deputy Mayor Wagner moved and Councilmember Peloza seconded to approve the Consent Agenda.

The Consent Agenda includes minutes, claims and payroll vouchers, a leak adjustment and Public Works projects.

MOTION CARRIED UNANIMOUSLY. 7- 0

V. UNFINISHED BUSINESS

The was no unfinished business.

VI. NEW BUSINESS

The was no new business.

VII. RESOLUTIONS

- A. Resolution No. 5045 (Wales/Tiedeman)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor and City Clerk to execute a second addendum to the interlocal agreement between the City of Auburn and the City of Pacific for information services technology
- Councilmember Wales moved and Councilmember Holman seconded to adopt Resolution No. 5045.

Councilmember Wales stated the resolution will change the term of the agreement to three years.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Resolution No. 5046 (Wales/Coleman)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the contribution and withdrawal of City monies in the State of Washington Local Government Investment Pool
- Councilmember Wales moved and Councilmember Holman seconded to adopt Resolution No. 5046.

Councilmember Wales explained the City has been a part of the State of Washington Local Government Investment Pool since the early 1980's. The investment pool has requested all entities adopt this type of resolution.

MOTION CARRIED UNANIMOUSLY. 7-0

- C. Resolution No. 5058 (Heid)
A Resolution of the City Council of the City of Auburn, Washington, expressing support for King County Transportation District Proposition No. 1 - Sales and Use Tax and Vehicle Fee for Transportation Improvements

King County Transportation District Proposition No. 1 Sales and Use Tax and Vehicle Fee for

Transportation Improvements

The Board of the King County Transportation District passed Resolution No. TD2014-03 concerning funding for Metro transit, roads and other transportation improvements. If approved, this proposition would fund, among other things, bus service, road safety and maintenance and other transportation improvements in King County cities and the unincorporated area. It would authorize the district to impose, for a period of ten years, a sales and use tax of 0.1% under RCW 82.14.0455 and an annual vehicle fee of sixty dollars (\$60) per registered vehicle under RCW 82.80.140 with a twenty dollar (\$20) rebate for low-income individuals.

Deputy Mayor Wagner moved and Councilmember Peloza seconded to adopt Resolution No. 5058.

Deputy Mayor Wagner stated the proposition moves toward improvements for streets and transportation in King County.

Mayor Backus asked for opposing views from the audience. No citizens came forward to speak.

Councilmember Osborne stated the proposition would give the City increased revenue for roads and transportation.

Councilmember DaCorsi expressed concerns regarding the impact to the lower income population. The citizens with lower incomes currently have a hard time paying for their car tabs. If King County were to increase that amount, it would increase the burden to the lower income population

MOTION CARRIED. 6-1 Councilmember DaCorsi votes no.

- D. Resolution No. 5063 (Osborne/Snyder)
A Resolution of the City Council of the City of Auburn, Washington declaring certain items of property as surplus and authorizing their disposal

Councilmember Wales moved and Councilmember Holman seconded to adopt Resolution No. 5063.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. REPORTS

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

A. From the Council

Councilmember Trout reported she attended the Lion's Club Fishing Derby where Boy Scout Troop 401 volunteered at the event by

helping the younger children. She also attended the Lions Club Easter Egg hunt where over 125 children came to participate in the egg hunt.

Councilmember Osborne reported he attended the Green River SWIFT symposium where they discussed the Army Corps of Engineers policy on Public Law No. 84-99 regarding trees and growth on levees. The symposium discussed raising the levees along the Green River. He also attended the Regional Transit Committee meeting where they discussed human trafficking and the ratio of riders sitting to standing on transit buses.

Deputy Mayor Wagner reported attended the reception for the new Korean Consul General sponsored by King County Councilmember Pete Von Reichbauer.

Councilmember Pelloza reported he attended South Cities Association Regional Policy meeting where they discussed the regional transfer station and oil transportation, the King County Solid Waste Advisory Committee meeting, the South County Area Transportation Board meeting, and a presentation from the Washington State Department of Transportation regarding the gas tax and a presentation from the Puget Sound Regional Council on the Next Generation Air Transport System. He also attended the Terry Home ribbon cutting, and the Korean Consul General reception and the Chamber of Commerce awards dinner.

Councilmember Holman reported he attended the Greater Seattle Global Cities Initiative project hosted by the University of Washington. The initiative is a joint project by the Brookings Institute and JP Morgan Chase. He explained the initiative is an expanded project from the research of the book Metropolitan Revolution by Bruce Katz regarding the rapid urbanization shifting the focus of global economic power. The goal of the initiative is to equip city leaders and policy makers with the information to bolster their position in the global community.

Councilmember Wales stated she was on vacation and has no report.

Councilmember DaCorsi reported he met with Auburn Youth Resources Director Jim Blanchart and toured the facility. He also attended the Korean Consul Generals reception.

B. From the Mayor

Mayor Backus reported she met with staff to start planning the next National Night Out on August 5, 2014. She met with King County Executive Dow Constantine for an economic development forum in conjunction with the Brookings Institute. She also met with King

County Councilmember Pete Von Reichbauer . She attended the 2014 Community Volunteer Luncheon, a tour of Orion Industries facility, the Arbor Day celebration, an open house for the Auburn Valley Creative Arts group, Chamber of Commerce luncheon, the United States Gypsum event to donate funds to the local Red Cross for the victims of Oso, the Terry Home ribbon cutting, the Auburn Chamber of Commerce Annual Recognition of Service award dinner where Senator Joe Fain was recognized for his service to the community, the Veteran Affairs Advisory Committee, a fundraiser breakfast for Nick Konkler, and the Earth Day cleanup. Mayor Backus also met with King County Councilmember Pete Von Reichbauer and Jonnie Earl from Sound Transit regarding parking in the downtown area, the Sound transit parking structures and partnering opportunities

IX. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 8:33 p.m.

APPROVED this _____ day of May, 2014.

NANCY BACKUS, MAYOR

Shawn Campbell, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers

Date:

April 30, 2014

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve claims vouchers.

Background Summary:

Claims check numbers 428357 through 428545 in the amount of \$1,043,848.88 and five wire transfers in the amount of \$44,953.09 and dated May 5, 2014.

Reviewed by Council Committees:

Finance

Councilmember: Wales

Staff: Coleman

Meeting Date: May 5, 2014

Item Number: CA.B



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers

Date:

April 30, 2014

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve payroll vouchers.

Background Summary:

Payroll check numbers 534645 through 534679 in the amount of \$268,556.09, and electronic deposit transmissions in the amount of \$1,326,363.85 for a grand total of \$1,594,919.94 for the period April 17, 2014 to April 30, 2014.

Reviewed by Council Committees:

Finance

Councilmember: Wales

Staff: Coleman

Meeting Date: May 5, 2014

Item Number: CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Century West Task Assignment

Date:

April 29, 2014

Department:

Finance

Attachments:

[Task Assignment & Scope of Work](#)

[Copy of CW Agreement](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to approve Task Assignments with Century West to perform administrative bidding services (Task 1) and project management (Task 2) for the airport crack sealing and slurry seal project.

Background Summary:

Century West is the consulting engineer for the Auburn Municipal Airport per the Agreement (attached) entered into via Resolution No. 4987 dated September 3, 2013. The agreement allows services via 'Task Assignment' noted as Exhibit A attached to Resolution No. 4987.

Century West will perform administrative bidding services (Task 1) and project management (Task 2) for the airport crack sealing and slurry seal project to be performed this summer

Task Assignment is attached and cost is not to exceed \$70,000.

Reviewed by Council Committees:

Finance, Municipal Services

Councilmember: Peloza

Staff: Coleman

Meeting Date: May 5, 2014

Item Number: CA.D

TASK ASSIGNMENT

AGREEMENT #:

TASK #:435-2013-002

CONSULTANT: Century West Engineering

PROJECT #/Name: Asphalt Rehabilitation and Seal Coat

The general provisions and clauses of the Agreement referenced above shall be in full force and effect for this Task Assignment.

Location of Project: Auburn Municipal Airport

Maximum Amount Payable per this Task Assignment: \$70,000.00

Completion Date: December 31, 2014

Scope of Work:

The scope of this project is to provide bidding and construction management services during the construction of the airport runway and apron crack sealing and surfacing improvements.

Approvals

Consultant Project Manager:

Signature: _____

Date: _____

City Project Manager:

Signature: _____

Date: _____

City Mayor, if Task Assignment is over \$5,000:

Signature: _____

Date: _____

Scope of Work
March 2014
Construction Management Services
for
Auburn Municipal Airport
Airfield Crack-Sealing and Slurry Seal Project

PHASE II – BIDDING AND CONSTRUCTION

TASK 1 – BIDDING SERVICES

1. Assist in answering questions from potential bidders during the construction contract bidding process. The Engineer will distribute bidding documents to bidders and plan centers.
2. Prepare addenda as necessary to clarify bid documents. The Engineer will distribute addenda to bidders and plan centers.
3. Organize, attend, and conduct a pre-bid conference. The project manager will attend the meeting.
4. Attend the bid opening. The project manager will attend the meeting.
5. Analyze bids and make a recommendation to the City and FAA for award of bid.
6. Assist the City and FAA with grant application(s) related to project specific airport improvements.

TASK 2 – CONSTRUCTION MANAGEMENT

1. Organize, conduct, and attend a pre-construction conference.
2. Prepare and submit weekly inspection reports to the FAA and the City.
3. Provide on-site observation during the project construction period. It is assumed that the construction period will be 30 calendar days as part of a bidding package with an overall construction period of 45 calendar days. An allowance of 40 hours per week will be made for on-site observations.
4. The Project Manager will make weekly site visits during construction. An allowance of 4 trips is dedicated to this task.
5. Conduct office duties consisting of answering contractor questions, providing clarifications, and preparing change orders. An allowance of 8 man-hours per week (6 week construction period) is dedicated to these activities.
6. Coordinate required closures and Notice(s) to Airmen ("NOTAMs") with the City, users and tenants.
7. Review submittals and shop drawings.
8. Prepare and confirm monthly construction payment estimates and submit those estimates to the City.
9. Coordinate quality assurance testing.
10. Conduct and document periodic wage rate interviews.

11. Conduct a final inspection with the City, FAA, and construction contractor.
12. Prepare punch list items as necessary.
13. Prepare the Final Construction Report to the established FAA requirements for submittal to the FAA.
14. Prepare "as-constructed" drawings on electronic media (AutoCAD Civil 3D 2011) and one reproducible copy of drawings.

PROJECT TITLE:		CITY OF AUBURN - AIRPORT RUNWAY & APRON REHABILITATION							
CLIENT:		CITY OF AUBURN							
JOB NUMBER:		12446.002.01							
CONSTRUCTION MANAGEMENT SERVICES		Principal Engr \$ 220.00	Proj Mgr \$ 160.00	Resident Eng \$ 115.00		SR Cadd Designer \$ 95.00		Clerical \$ 55.00	Total Hrs Project Costs
PROJECT TASK									
1 Assist with Bid Questions, Prepare Addenda		2	8	24				8	42 \$ 4,920.00
2 Conduct Pre-Bid Meeting		0	8						8 \$ 1,280.00
3 Attend Bid Opening, Prepare Bid Tab		0	8						8 \$ 1,280.00
4 Assist with FAA Grant Application		0	6	2		2		2	12 \$ 1,490.00
5 Recommendations/Notice of Award		0	2						2 \$ 320.00
6 Conduct Pre-Construction Meeting		0	8	8					16 \$ 2,200.00
7 Project Administration / NOTAMS		0	4						4 \$ 640.00
8 Ans. Questions/Clarifications/Change Orders		2	24	24					50 \$ 7,040.00
9 Review Contractor Submittals		0	6	16					22 \$ 2,800.00
10 Full-Time Inspection (4 wks)		0	40	200					240 \$ 29,400.00
11 Monthly Pay Estimates		0	4	4					8 \$ 1,100.00
12 Coordinate QA Testing and Subs		0		4					4 \$ 460.00
13 Final Inspection and Punch List		0	8	8					16 \$ 2,200.00
14 Final Construction Report		0	2	24				2	28 \$ 3,190.00
15 "As-Constructed" Drawings		0	2	4		8		2	16 \$ 1,650.00
Labor Subtotal		4	130	318	0	10	0	14	476 \$59,970.00
Total Labor									\$59,970.00
EXPENSES									
Travel		Cost Per Unit	Air Trips	Ground Trips	Days	R.T. Miles	Markup		
Lodging/Const. (RE)		120			16				\$ 1,920.00
Rental Car/Fuel (PM Trips)									
Mileage (PM)		0.56		9		230			\$ 1,159.20
Mileage (RE)		0.56		10		620			\$ 3,472.00
Mileage on-site (RE)		0.56		20		10			\$ 112.00
Air Fare									
Meals (RE)		42			20				\$ 840.00
Misc. Expenses									
Fax									\$ 15.00
Copies									\$ 50.00
Telephone									
Postage									\$ 200.00
Printing									\$ 1,000.00
Plotting									\$ 750.00
Subtotal Expenses									\$ 9,518.20
Construction Management Total									\$59,970.00
TOTAL - BID AND CONSTRUCTION SERVICES									\$69,488.20

EXHIBIT A
AGREEMENT FOR CIVIL ENGINEERING SERVICES
AUBURN MUNICIPAL AIRPORT

THIS AGREEMENT made and entered into by and between the **CITY OF AUBURN**, a Municipal Corporation in King County, Washington, hereinafter referred to as "**CITY**" and **CENTURY WEST ENGINEERING CORP.**, an Oregon Corporation, whose address is 1020 SW Emkay Drive, #100, Bend, OR, 97702, hereinafter referred to as "**CONSULTANT**."

In consideration of the covenants and conditions of this Agreement, the parties hereby agree as follows:

1. SCOPE OF WORK.

The CONSULTANT, on a project basis, will be given individual task assignments (see Exhibit A, Sample Task Assignment) for work related to airport engineering and consulting, general civil engineering, environmental, and construction management/inspection services related to the Auburn Municipal Airport. These task assignments will describe the work to be completed, completion dates, and compensation amount. An approved task assignment shall be required between the CONSULTANT and the City prior to commencing any work for any individual task.

2. TERM.

The CONSULTANT shall not begin any work under this Agreement until authorized in writing by the CITY. All work under this Agreement shall be completed by five years after the date of execution of this agreement, and can be amended by both parties for succeeding years.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY in the event of a delay attributable to the CITY, or because of unavoidable delays caused by an act of God or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental Agreement issued by the CITY is required to extend the established completion time.

3. COMPENSATION.

The CITY agrees to pay the CONSULTANT in accordance with the fee schedule outlined in Exhibit B for work performed under this Agreement in accordance with the scope of work set forth in each Task Assignment. Exhibit B is attached hereto and by this reference made a part of this Agreement. The compensation to be paid to the CONSULTANT shall not exceed the amount budgeted by the City in any appropriation year. Compensation to be paid to the CONSULTANT for authorized work in succeeding years will be contingent upon availability of funds. The CONSULTANT will not undertake any work or otherwise financially obligate the CITY in excess of the Task Assignment amount without a duly executed Addendum issued by the CITY.

In the event services are required beyond those specified in the Scope of Work, and not included in the compensation listed in this Agreement, a contract modification shall be negotiated and approved by the CITY prior to any effort being expended on such services.

4. SUBCONTRACTING.

The CITY permits subcontracts for those items of work necessary for the completion of the project. The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No

permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

Compensation for any subconsultant work is included in Section 3 of this Agreement and all reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section 3. All subcontracts shall contain all applicable provisions of this AGREEMENT.

5. RESPONSIBILITY OF CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all studies, analysis, designs, drawings, specifications, reports and other services performed by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its plans, designs, drawings, specifications, reports and other services required. The CONSULTANT shall perform its services to conform to generally-accepted professional engineering standards and the requirements of the CITY.

Any approval by the CITY under this Agreement shall not in any way relieve the CONSULTANT of responsibility for the technical accuracy and adequacy of its services. Except as otherwise provided herein, neither the CITY'S review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement to the full extent of the law.

6. INDEMNIFICATION/HOLD HARMLESS.

The CONSULTANT shall defend, indemnify and hold the CITY, its officers, officials, volunteers, and employees harmless from any and all claims, injuries,

damages, losses, or suits, including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the CONSULTANT in performance of this Agreement, except for injuries or damages caused by the sole negligence of the CITY. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. INDEPENDENT CONTRACTOR/ASSIGNMENT.

The parties agree and understand that the CONSULTANT is an independent contractor and not the agent or employee of the CITY and that no liability shall attach to the CITY by reason of entering into this Agreement except as otherwise provided herein. The parties agree that this Agreement may not be assigned in whole or in part without the written consent of the CITY.

8. INSURANCE.

CONSULTANT shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

CONSULTANT shall obtain insurance of the types and in the amounts described below:

Agreement for Civil Engineering Services
8.26.13
Page 4 of 11

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury, with limits no less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate. The CITY shall be included as an additional insured under the CONSULTANT'S Commercial General Liability insurance policy with respect to the work performed for the CITY using the applicable ISO Additional Insured endorsement or equivalent.
- c. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington. If the consultant is a sole proprietor, the parties agree that Industrial Insurance would be required if the CONSULTANT had employees. However, the parties agree that a CONSULTANT who has no employees would not be required to have Worker's Compensation coverage.
- d. Professional Liability insurance appropriate to the CONSULTANT'S profession, with limits no less than \$1,000,000.00 per claim and \$1,000,000.00 policy aggregate limit.

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

- a. The CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY. Any insurance, self insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- b. The CONSULTANT shall notify the CITY immediately if their insurance is cancelled.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-:VII.

The CONSULTANT shall furnish the City with certificates of insurance and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance coverage required by this section, before commencement of the work. The CITY reserves the right to require that complete, certified copies of all required insurance policies be submitted to the CITY at any time. The CITY will pay no progress payments under Section 3 until the CONSULTANT has fully complied with this section.

9. NONDISCRIMINATION.

The CONSULTANT may not discriminate regarding any services or activities to which this Agreement may apply directly or through contractual, hiring, or other arrangements on the grounds of race, color, creed, religion, national origin, sex, age, or where there is the presence of any sensory, mental or physical handicap.

10. OWNERSHIP OF RECORDS AND DOCUMENTS.

The CONSULTANT agrees that any and all drawings, computer discs, documents, records, books, specifications, reports, estimates, summaries and such other information and materials as the CONSULTANT may have accumulated, prepared or obtained as part of providing services under the terms of this Agreement by the CONSULTANT, shall belong to and shall remain the property of the CITY OF AUBURN. In addition, the CONSULTANT agrees to maintain all books and records relating to its operation and concerning this Agreement for a period of six (6) years following the date that this Agreement is expired or otherwise terminated. The CONSULTANT further agrees that the CITY may inspect any and all documents held by the CONSULTANT and relating to this Agreement upon good cause at any reasonable time within the six (6) year period. The CONSULTANT also agrees to provide to the CITY, at the CITY'S request, the originals of all drawings, documents, and items specified in this Section and information compiled in providing services to the CITY under the terms of this Agreement.

11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS.

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a

public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph "(b)" of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

12. TERMINATION OF AGREEMENT.

This Agreement may be terminated by either party upon twenty (20) days written notice to the other party, and based upon any cause. In the event of termination due to the fault of other(s) than the CONSULTANT, the CONSULTANT shall be paid by the CITY for services performed to the date of termination.

Upon receipt of a termination notice under the above paragraph, the CONSULTANT shall (1) promptly discontinue all services affected as directed by the written notice, and (2) deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as the CONSULTANT may have accumulated, prepared or obtained in performing this Agreement, whether completed or in process.

13. GENERAL PROVISIONS.

13.1. This Agreement shall be governed by the laws, regulations and ordinances of the City of Auburn, the State of Washington, King County, and where applicable, Federal laws.

13.2. All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach hereof, except with respect to claims which have been waived, will be decided by a court of competent jurisdiction in King County, Washington. Pending final decision of a dispute hereunder, the CONSULTANT and the CITY shall proceed diligently with the performance of the services and obligations herein.

13.3. In the event that any dispute or conflict arises between the parties while this Agreement is in effect, the CONSULTANT agrees that, notwithstanding such dispute or conflict, the CONSULTANT shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

13.4. The CITY and the CONSULTANT respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement with respect to all covenants to this Agreement.

13.5. This Agreement represents the entire and integrated Agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements either oral or written. This Agreement may be amended only by written instrument signed by both the CITY and the CONSULTANT.

13.6. Should it become necessary to enforce any term or obligation of this Agreement, then all costs of enforcement including reasonable attorneys fees and expenses and court costs shall be paid to the substantially prevailing party.

13.7. The CONSULTANT agrees to comply with all local, state and federal laws applicable to its performance as of the date of this Agreement.

13.8. If any provision of this Agreement is invalid or unenforceable, the remaining provisions shall remain in force and effect.

13.9. This Agreement shall be administered by Joseph Rosnak on behalf of the CONSULTANT, and by the Mayor of the CITY, or designee, on behalf of the CITY. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

City of Auburn
Attn: Shelley Coleman
25 W Main Street
Auburn WA 98001
Phone: 253-804-5019
Fax: 253-288-3132
E-mail: scoleman@auburnwa.gov

Century West Engineering Corp.
Attn: Joseph Rosnak
1020 SW Emkay Drive, #100
Bend, OR 97702
Phone: 541.322.8962
Fax: 541.382.2423
E-mail: jrosnak@centurywest.com

13.10. All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, postage prepaid. Any such delivery shall be deemed to have been duly given if mailed by certified mail, return receipt requested, and addressed to the address for the party set forth in 13.9 or if to such other person designated by a party to receive such notice. It is provided, however, that mailing such notices or communications by certified mail, return receipt requested is an option, not a requirement, unless specifically demanded or otherwise agreed.

Any party may change his, her, or its address by giving notice in writing, stating his, her, or its new address, to any other party, all pursuant to the procedure set forth in this section of the Agreement.

13.11. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

CITY OF AUBURN

Peter B. Lewis, Mayor
Date SEP - 3 2013

ATTEST:


Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Century West Engineering Corp.

BY: 
Title: VICE PRESIDENT
Federal Tax ID # 93-0584951

EXHIBIT A
TASK ASSIGNMENT

AGREEMENT #:

TASK #: xxx-xxxx-xxx

CONSULTANT: _____

PROJECT #/Name: _____

The general provisions and clauses of the Agreement referenced above shall be in full force and effect for this Task Assignment.

Location of Project: _____

Maximum Amount Payable per this Task Assignment: \$ _____

Completion Date: _____

Scope of Work:

Approvals

Consultant Project Manager:

Signature: _____ Date: _____

City Project Manager:

Signature: _____ Date: _____

City Mayor, if Task Assignment is over \$5,000.00:

Signature: _____ Date: _____

Note: If this task assignment is over \$25,000.00 then it must go before the appropriate Committee and City Council for approval prior to the Mayor's signature.

EXHIBIT B
FEE SCHEDULE

CENTURY WEST ENGINEERING FEE SCHEDULE
FOR ENGINEERING & RELATED SERVICES
EFFECTIVE JANUARY 1, 2013

The compensation for work done on the basis of personnel services shall be as described in paragraph A below. Other incurred expenses will be established using the rates as set forth below in paragraphs B and C.

A. PERSONNEL SERVICES

Hourly not to exceed (NTE) rates for personnel services related to this contract shall be as follows:

Classification	Maximum Hourly NTE Rate
Principal/Principal Engineer	\$220.00
Sr. Associate/Sr. Associate Engineer	\$200.00
Associate/Associate Engineer	\$175.00
Senior Project Manager	\$160.00
Project Manager	\$140.00
Senior Project Engineer	\$125.00
Intermediate Project Engineer	\$120.00
Project Engineer	\$115.00
Staff Engineer	\$110.00
Resident Engineer	\$115.00
Design Engineer	\$100.00
Senior Cad Designer	\$95.00
Senior Cad Technician	\$90.00
Intermediate Cad Technician	\$80.00
Cad Technician	\$70.00
Clerical	\$55.00

Note: Invoiced costs may be less than the rate shown per classification, but shall not exceed the NTE rate. Hourly NTE rates shall be updated annually.

B. OUTSIDE EXPENSES

Any outside expenses, including subconsultant and subcontractor services, incurred for the project by Century West Engineering will be charged at the actual cost of the expense plus 10%.

C. IN-HOUSE EXPENSES

1. <u>Equipment Expenses:</u>	
Telephone	Cost plus 10%
Personal Vehicle Mileage	Current IRS Rate
Fax Machine	\$1.00/page
Lodging/Meals	Cost plus 10%
Rental Car	Cost plus 10%

2. Drafting Supplies and Reproduction Costs:
Drafting supplies and reproduction materials provided from stock will be charged at the following rates:

Plots (22 x34, Vellum)	\$10.00/each
Plots (22x34, Mylar)	\$15.00/each
Plots/Photocopy (11x17)	\$2.50/each
Photocopy (full size/large format)	\$3.00/copy
Photocopy (regular/letter size format)	\$0.10/copy

CONSULTANT INVOICES

CONSULTANT invoices should contain the following information:

- On CONSULTANT letterhead.
- A cover letter stating the status of each task. This should include items completed, percent completed during the billing period and completion along with funding status.
- Internal invoice number and/or sequential numeric number (i.e.: progress payment # 10).
- Invoice date.
- Period of time invoice covers.
- Consultant Agreement # (i.e.: AG-C-115).
- Project number(s) listed (i.e.: PR562).
- CITY'S project manager listed.
- The hour(s) per person broken down by task(s) (attach timesheets, spreadsheet detailing timesheets, or some other form of proof) along with type of work done (i.e.: design, right-of-way, or construction) or task order number.
- Direct salary (base salaries)
- Indirect salary (benefits)
- Direct non-salary (i.e.: mileage, reproduction fees (i.e.: printing, copying), communication fees (i.e.: telephone), supplies, computer charges, subconsultants), indirect non-salary (overhead). The CITY does not pay for CONSULTANT meals unless part of a task requires travel outside of the greater Seattle, Tacoma, and Everett area. These costs are to be broken down and backup information is to be attached to invoice. Project managers are to inform CONSULTANTS as to what is required for break down information and if backup information is to be attached. Break out the same for subconsultant charges.
- Previous and remaining base contract amounts left in each task and total contract – total authorized amount (bottom line figure). Add amendments to this base contract amount for total authorized amount.
- Percentage of work completed to date compared to total amount of work (if required by the project manager).
- Status of Management Reserve Fund (MRF) (i.e.: a certain task) until we can get an amendment in place.
- Invoices for previous year are due by January 15th.
- For grant/special funded projects there might be other special information needed, reference the LAG manual.

SAMPLE INVOICE

City of Auburn
25 West Main
Auburn WA 98001
Attn: Scott Nutter (Project Engineer)
Agency Agreement #: AG-C-010

Invoice #: 5222
Progress Payment #: 2
Invoice Date: February 10, 2002
Project Name: Thomas Nelson Farm
Project #: PR562

Engineering Services performed during the period of: January 2002

SAMPLE ENGINEERING, INC.

Personnel	Hours	Hourly Rate	Amount
Mike Jones, Principal in Charge	1	\$ 125.00	\$ 125.00
Carla Maker, Architect	5	\$ 72.00	\$ 144.00
Joe Smith, Word Processing	10	\$ 48.00	\$ 480.00
Consultant Personnel Subtotal			\$ 749.00

Expenses (see attached documentation)	Charges	Multiplier	Amount
Mike Jones, Principal in Charge	20 miles	x1.1	\$ 7.59
Carla Maker, Architect	\$ 30.00	x1.1	\$ 33.00
Joe Smith, Word Processing	\$ 29.00	x1.1	\$ 31.90
Consultant Expenses Subtotal			\$ 72.49

Consultant Total: \$ 821.49

SUB CONSULTANTS (see attached documentation)

Subconsultant	Hours	Hourly Rate	Amount
ABC Environmental, Inc., Civil Engineer	10	\$ 100.00	\$ 1,000.00
Electrical Consulting, Electrical Engineer	5	\$ 100.00	500.00
Mechanical Solutions, Mechanical Engineer	10	\$ 100.00	MRF 1,000.00
Moving Company, Moving Consultant	2	\$ 50.00	100.00
Subconsultant Subtotal			\$ 2,600.00
Subtotal x 1.1 Multiplier			\$ 2,860.00

Subconsultant Total: \$ 2,860.00

TOTAL DUE THIS INVOICE \$ 3,681.49

CONTRACT BREAKDOWN

Task	Amount Authorized	Prior Invoiced	This Invoice	Total Invoiced To Date	% Expended	% Completed	Amount Remaining
Original Contract	\$ 22,000.00	\$ 1,025.00	\$ 2,681.49	\$ 3,706.49	20%	25%	\$ 18,293.51
MRF*	2,500.00	0.00	1,000.00	1,000.00	40%	45%	1,500.00
TOTAL	\$ 24,500.00	\$ 1,025.00	\$ 3,681.49	\$ 4,706.49			\$ 19,793.51

Note: MRF=Management Reserve Fund

* Received a written authorization of MRF on 1/10/01 for Mechanical Engineer task in the amount of \$2,000.00.

Consultant Invoices
Agreement No. AG-C-xxx
Page 2 of 2



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1208

Date:

April 29, 2014

Department:

Public Works

Attachments:

[Budget Status Sheet](#)

[Vicinity Map](#)

[Improvement Matrix](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council grant permission to advertise for bids for Project No. CP1208, Sewer Pump Station Improvements.

Background Summary:

This project will construct various improvements to 11 of the City's sanitary sewer pump stations including upgrading the ability of maintenance staff to access and maintain wet wells, install new back-up generator systems, install site improvements such as fencing, lighting, and equipment shelters, and establish cathodic protection systems. See the attached Improvement Matrix for specific improvements proposed at each pump station site.

Construction is anticipated to begin in June 2014 and be complete in December 2014.

The estimated total project cost is \$990,848.00, which is equal to the amount budgeted for the project.

Reviewed by Council Committees:

Public Works

Councilmember: Osborne

Staff: Snyder

Meeting Date: May 5, 2014

Item Number: CA.E

BUDGET STATUS SHEET

Project No: CP1208	Project Title: Sewer Pump Station Improvement Project
Project Manager: Kim Truong	

Initiation Date: 9/3/13
 Advertisement Date: _____
 Award Date: _____

☐ Project Initiation ☒ Permission to Advertise ☐ Contract Award ☐ Change Order Approval ☐ Carry Forward to 2014
--

Date: April 25, 2014

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

Funds Budgeted (Funds Available)

Funding	Prior Years	2012	2013	2014	Total
431 Fund - Sewer		29,018	80,134	990,848	1,100,000
Total	0	29,018	80,134	990,848	1,100,000

Estimated Cost (Funds Needed)

Activity	Prior Years	2012	2013	2014	Total
Design Engineering - City Costs		12,032	27,445	20,000	59,478
Design Engineering - Consultant Costs		16,986	52,689	21,524	91,198
Construction Estimate				893,198	893,198
Project Contingency				41,126	41,126
Construction Engineering - City Costs				10,000	10,000
Construction Engineering - Consultant Costs				5,000	5,000
Total	0	29,018	80,134	990,848	1,100,000

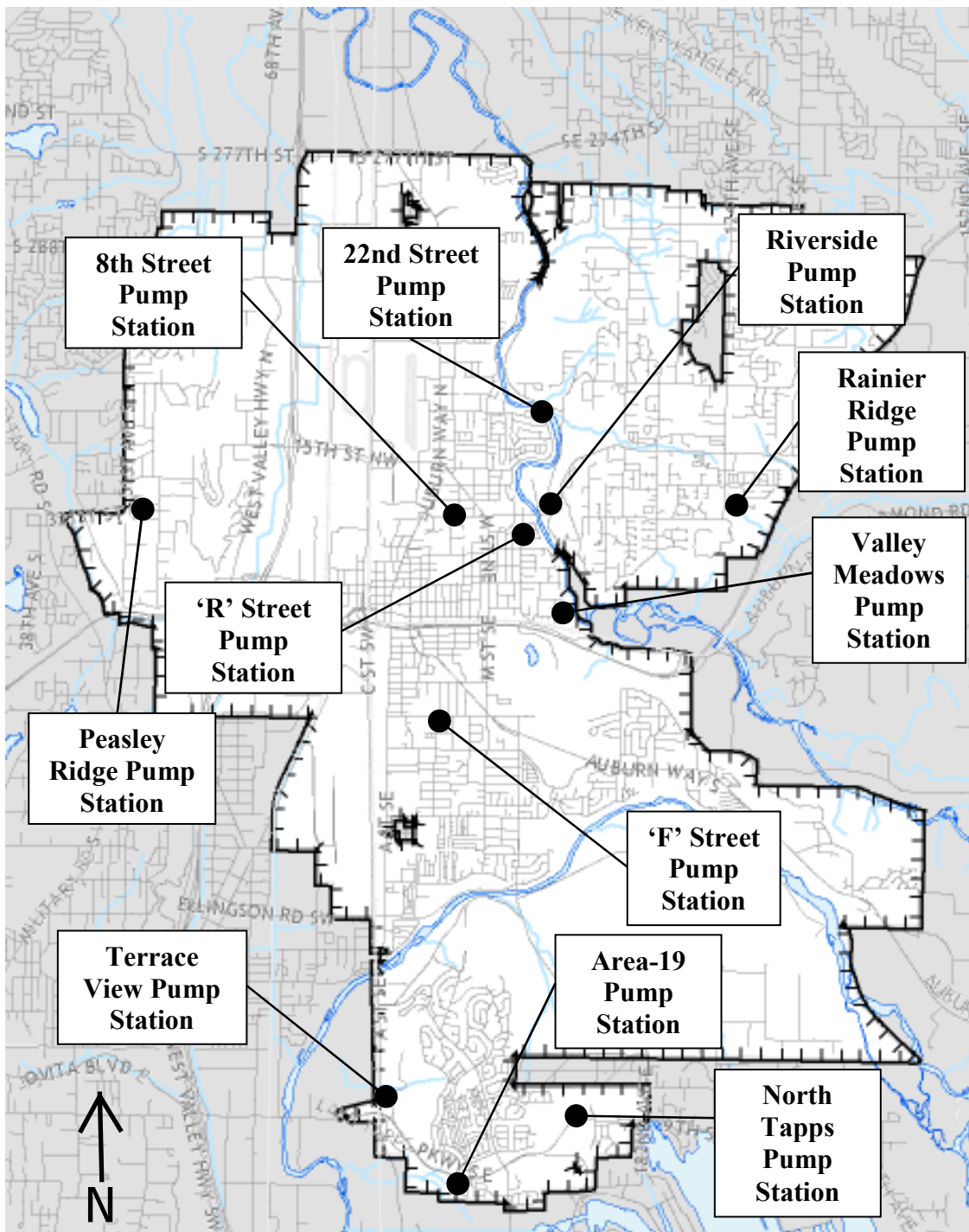
431 Sewer Budget Status

	Prior Years	2012	2013	2014	Total
*431 Funds Budgeted ()	0	(29,018)	(80,134)	(990,848)	(1,100,000)
431 Funds Needed	0	29,018	80,134	990,848	1,100,000
*431 Fund Project Contingency ()	0	0	0	(0)	0
431 Funds Required	0	0	0	0	0

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

Sewer Pump Station Improvements Project

Vicinity Map



CP1208
Sewer Pump Station Improvement Matrix

	Generator System	Cathodic Protection System	Wet Well Access Improvements	Site Improvements		
				Fencing	Shelter	Lighting
22nd Street NE	X	X	X	X	X	X
8th Street NE	X	X	X	X	X	X
Area 19		X				
F Street SE		X	X			
North Tapps		X				
Peasley Ridge		X				
R Street NE	X	X	X	X	X	X
Rainier Ridge		X	X			
Riverside		X				
Terrace View		X				
Valley Meadows	X	X	X	X	X	X



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1104

Date:

April 29, 2014

Department:

Public Works

Attachments:

[Budget Status Sheet](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council grant permission to advertise for bids for Project No. CP1104, 8th Street NE and 104th Avenue SE Intersection Improvements, Contract 14-09.

Background Summary:

This project includes the design and construction of the following safety improvements at the intersection of 8th Street NE and 104th Avenue SE:

1. Replaces the existing left turn signal head from 8th Street to northbound 104th Ave with a flashing yellow signal head.
2. Replaces the existing traffic signal cabinet and components with new signal cabinet and components to accommodate the new flashing yellow signal and battery backup system.
3. Replaces vehicle detector loops on all four legs of the intersection.
4. Replaces the existing pedestrian signal heads and pushbuttons with countdown type heads and audible style pushbuttons.
5. Replaces the existing substandard curb ramps with at-grade pedestrian crossings.

A project budget contingency of \$8,094 remains in the 102 Arterial Street Fund.

Reviewed by Council Committees:

Public Works

Councilmember: Osborne

Staff: Snyder

Meeting Date: May 5, 2014

Item Number: CA.F

BUDGET STATUS SHEET

Project No: CP1104	Project Title: 8th St NE & 104th Ave SE Intersection Improvements
---------------------------	--

Project Manager: Matthew Larson

Initiation Date: 11/15/2010

Advertisement Date: _____

Award Date: _____

- ☐ Project Update

☒ Permission to Advertise

☐ Contract Award

☐ Change Order Approval

☐ Contract Final Acceptance

Date: April 28, 2014

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

Funds Budgeted (Funds Available)

Funding	Prior Years	2013 (Actual)	2014	Future Years	Total
102 Fund (Traffic Impact Fees)	11,208				11,208
102 Fund (Unrestricted Street Revenue)			148,400		148,400
REET 2			119,000		119,000
102 Fund - Federal Grant	432	40,384	59,184		100,000
Total	11,640	40,384	326,584	0	378,608

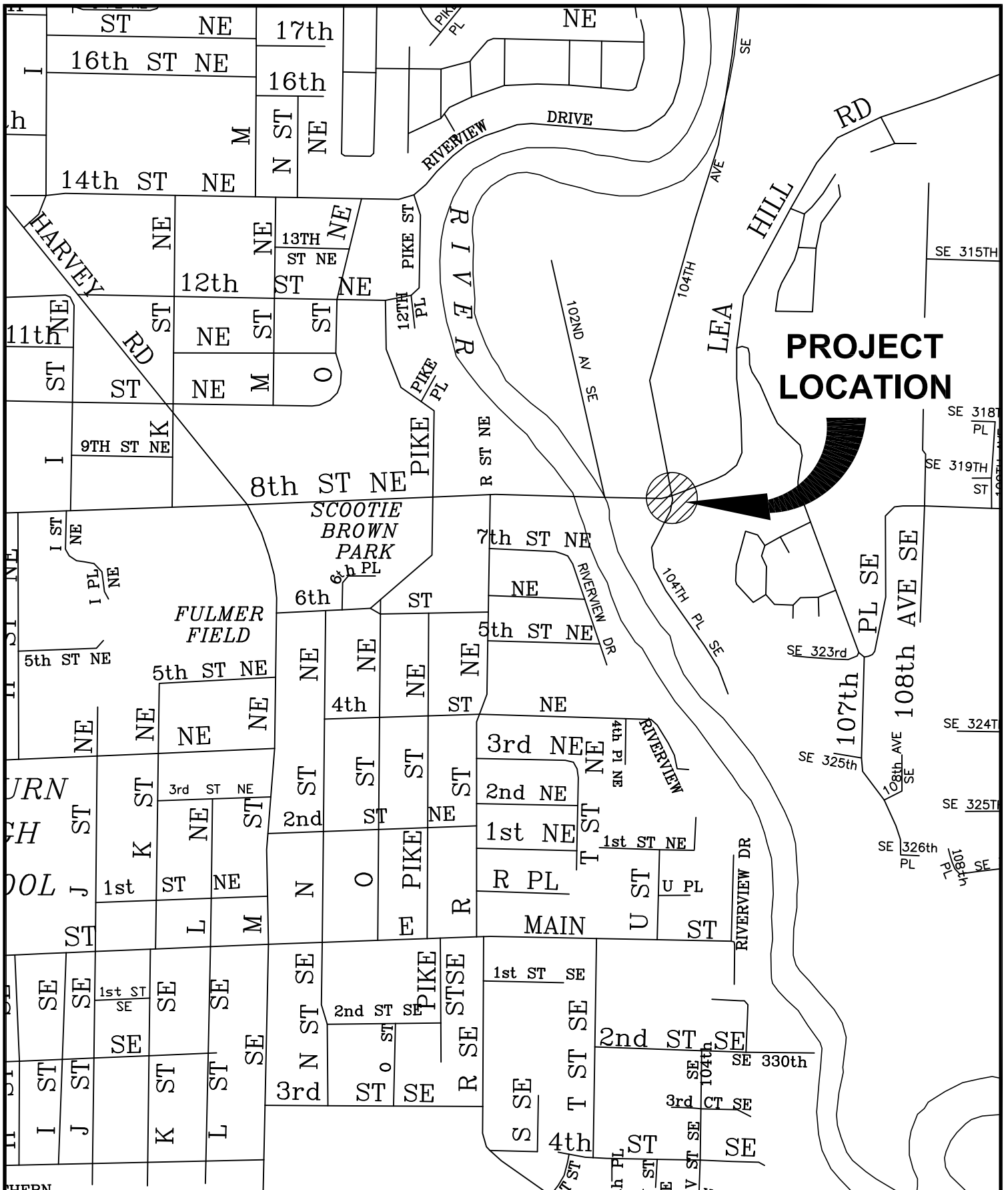
Estimated Cost (Funds Needed)

Activity	Prior Years	2013 (Actual)	2014	Future Years	Total
Design Engineering - City Costs	11,640	26,974	12,000		50,614
Design Engineering - Consultant Costs		13,410			13,410
Design - State Review			1,000		1,000
Construction Estimate			253,490		253,490
Project Contingency (10%)			26,000		26,000
Construction Engineering - City Costs			26,000		26,000
Construction Engineering - Consultant Costs				0	0
Total	11,640	40,384	318,490	0	370,514

102 Arterial Street Budget Status

	Prior Years	2013 (Actual)	2014	Future Years	Total
*102 Funds Budgeted ()	(11,640)	(40,384)	(326,584)	0	(378,608)
102 Funds Needed	11,640	40,384	318,490	0	370,514
*102 Fund Project Contingency ()	0	0	(8,094)	0	(8,094)
102 Funds Required	0	0	0	0	0

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



**PROJECT
LOCATION**





AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6504

Date:

April 29, 2014

Department:

Administration

Attachments:

[Ordinance No. 6504](#)

[Memo](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council introduce and adopt Ordinance No. 6504.

Background Summary:

State law (RCW 35.21.015) authorizes city councils to create independent salary commissions to set the salaries of elected officials. Typically, council salaries would be set in advance of councilmembers being elected to the Council and would be unchanged thereafter during their terms of office. That is consistent with statutory provisions and the state Constitution that prohibit elected officials from increasing or decreasing their salaries during their current term.

However, state law also allows city councils to create independent salary commissions that can evaluate and set the salaries for elected officials. The salary commission can raise or lower the salaries of elected officials, however, by statute, although increases can become effective immediately, any reduction in salary would not become effective until the commencement of a new term of office. The ordinance also includes a referendum mechanism whereby the voters of the city could choose to challenge the ruling of the independent salary commission. This, too, is consistent with state law (RCW 35.21.015).

The proposed ordinance differs slightly from those of other municipalities having independent salary commissions insofar as it applies only to City Councilmembers, not the Mayor. According to the Legal Department research (memo attached), the City Council could relegate the salary responsibilities of the commission to only the salaries of councilmembers.

Reviewed by Council Committees:

Finance, Public Works, Council Operations Committee

Councilmember: Wagner

Staff:

Heid

Meeting Date: May 5, 2014

Item Number: ORD.A

ORDINANCE NO. 6 5 0 4

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF AUBURN, WASHINGTON,
CREATING A NEW CHAPTER 2.08 OF THE
AUBURN CITY CODE ESTABLISHING AN
INDEPENDENT SALARY COMMISSION**

WHEREAS, the current provisions of state law, and particularly the provisions of Section 35.21.015 of the Revised Code of Washington allow for cities to establish independent salary commissions to set the salaries for elected City Council members and other elected officials of the City; and

WHEREAS, in order to address the need for the salary of the City Council members for the City of Auburn to be set in a consistent and uniform manner, it would be advantageous for the City of Auburn to have established an Independent Salary Commission.

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

SECTION 1. CREATION OF NEW CHAPTER TO AUBURN CITY CODE. A new Chapter 2.08 of the Auburn City Code be, and the same hereby is, created to read as follows:

**Chapter 2.08
INDEPENDENT SALARY COMMISSION**

Sections:

- 2.08.010 Commission established.
- 2.08.020 Purpose.
- 2.08.030 Membership.
- 2.08.040 Qualifications.
- 2.08.050 Operation.
- 2.08.060 Responsibilities.
- 2.08.070 Effective date – Salaries.
- 2.08.080 Salary schedule subject to referendum petition.

2.08.010 Commission established.

A salary commission is hereby established pursuant to RCW 35.21.015, hereinafter referred to as the City of Auburn Independent Salary Commission.

2.08.020 Purpose.

The purpose of the Independent Salary Commission shall be to review and establish the salaries of the members of the City Council. For the purposes hereof, the salary authority of the Independent Salary Commission shall include all compensation that may be paid to or received by councilmembers, whether or not it is identified as salary. Also for the purposes hereof, the salaries identified by the Independent Salary Commission shall be uniform among the same category or class of elected officials. This provision, however, does not prevent or preclude the Independent Salary Commission from providing for a different salary for the Councilmember selected as the Deputy Mayor of the City. Rather, the Independent Salary Commission would be entitled to consider the additional duties of the Deputy Mayor in setting salaries for that position.

2.08.030 Membership.

A. The Independent Salary Commission shall consist of five members who shall be registered voters and residents of the City of Auburn, appointed by the Mayor and approved/confirmed by the City Council; Provided that no person shall be appointed to a position on the Independent Salary Commission unless that person has completed and submitted to the City an Application for Appointment to Citizen Boards, Commissions and Committees, on the form provided by the City.

B. The members of the Independent Salary Commission shall serve without compensation.

C. Each member of the Independent Salary Commission shall serve a term of four years, except that the first five commission members shall be appointed for different terms, as follows: one member to serve for a period of one year, one member to serve for a period of two years, one member to serve for a period of three years, and two members to serve for a period of four years. The Mayor, with the approval/confirmation of the City Council, may appoint alternate Independent Salary Commission members as the need arises. The Mayor shall annually appoint, subject to approval/confirmation by the City Council, new members by March of any given year to fill the expiring terms on the Independent Salary Commission.

D. No member may be appointed to more than two terms on the Independent Salary Commission, whether or not those terms are held consecutively.

E. If, for any reason, a vacancy occurs during the term of an Independent Salary Commission member, the Mayor shall appoint, with the approval/confirmation of the City Council, a new member to fill the unexpired term of that member.

F. The Mayor and City Council may remove an Independent Salary Commission member at any time for cause of incapacity, incompetence, neglect of duty, or malfeasance in office or for a disqualifying change of residence, or for three consecutive unexcused absences of regularly scheduled meetings of the Independent Salary Commission.

G. All members of the Independent Salary Commission shall serve until their successors are duly appointed by the Mayor and approved/confirmed by the City Council.

2.08.040 Qualifications.

A. No person shall be appointed to serve as a member or alternate member of the Independent Salary Commission unless that person is a citizen of the United States, a resident of the City for at least one year immediately preceding such appointment, and an elector of the county in which the member resides.

B. No City officer, official or employee of the City or an immediate family members of a City officer, official or employee may serve on the commission. "Immediate family member," as used in this Section, means the parents, spouse, siblings, children, or dependent relatives of the officer, official, or employee, whether or not living in the household of the officer, official or employee.

2.08.050 Operation.

A. The Independent Salary Commission shall elect a chair and vice chair from among its voting members. Other than for those members initially appointed for a one year term, such officers shall hold office for two years. The Independent Salary Commission may from time to time establish and publish Rules of Procedure for the efficient and fair conduct of its business, consistent with state law and City Ordinance.

B. The Mayor shall appoint appropriate staff to assist the Independent Salary Commission in preparation of its reports and records, and conducting its meetings, as may be necessary for the proper operation of the commission.

C. The meetings of the Independent Salary Commission shall be subject to the Open Public Meetings Act pursuant to Chapter 42.30 RCW.

D. The Independent Salary Commission, with the assistance of appointed staff, shall keep a written record of its proceedings, which shall be a public record all in accordance with state law.

E. The Independent Salary Commission shall have the authority to raise and lower salaries of the City Council. A City Council salary increase or decrease shall occur only if three members of the Commission vote in favor of the increase or decrease. Three members of the Commission shall constitute a quorum, and the votes of such quorum shall be sufficient for the decision of all matters and the transaction of all business to be decided or transacted by the Independent Salary Commission.

F. The Independent Salary Commission shall meet at least once in 2014 and at least once in each year thereafter to consider whether or not to review and/or adjust existing City Council salaries. The initial meeting of the Independent Salary Commission shall take place within thirty (30) days after the initial members of the Independent Salary Commission have been appointed and confirmed. Thereafter, the initial annual meeting of the Independent Salary Commission shall occur no later than April 30th, in any given year.

G. Prior to a vote of the Independent Salary Commission to raise or lower salaries, residents of the City shall have an opportunity to comment or submit comments in writing. An opportunity for comments shall be conducted in a manner that is consistent with the procedure used at regularly scheduled meetings of the City Council for public comment.

H. Prior to a vote of the Independent Salary Commission to raise or lower salaries, the Commission may request, from the Mayor or designee, additional financial information and other relevant data, other than that information provided in Paragraph I. of this Section, including but not limited to, information related to the various duties, assignments, responsibilities, obligations and meetings of City Councilmembers.

I. The Mayor or designee shall provide the Independent Salary Commission with, and the Commission shall consider, information regarding salaries paid to members of city councils from comparable cities. Such comparable cities shall be comprised of cities having a population of at least 25,000 and located in King, Pierce or Snohomish counties.

J. In its meeting(s), the Independent Salary Commission shall review and, if it so determines, amend and file its schedule of salaries for the City Council with the City Clerk within thirty (30) days after its meeting(s) in 2014, and thereafter shall file its amended schedule of salaries for the City Council (if any) with the City Clerk no later than May 31st. If necessary, the Independent Salary Commission will also meet upon any other call by the chair, the Mayor or by the majority vote of the City Council.

2.08.060 Responsibilities.

The Independent Salary Commission shall have the following responsibilities:

A. To study the relationship of salaries to the duties of the City Councilmembers and those of comparable cities, and to establish a uniform salary for all Councilmembers by either increasing or decreasing the existing salaries for the City Council by an affirmative vote of not less than three members;

B. To review salary schedules and file its amending salary schedules, if any, within thirty (30) days after the initial meetings of the Independent Salary Commission; and thereafter, to review salary schedules and file its amending salary schedules, if any, not later than May 31st of every year thereafter;

C. To submit each amended salary schedule to the City Clerk, who will publish the complete schedule two times, at least one week apart in the official newspaper of the City. The second publication date will be the official filing date. The schedule will become effective thirty (30) days after this date.

2.08.070 Effective date – Salaries.

The Independent Salary Commission's established or amended salary schedule will become effective in the amounts, at the times, and under the conditions established in the schedule. Once filed, the schedule shall be incorporated into the City budget without further action of the City Council or the Independent Salary Commission. Salary increases established by the Independent Salary Commission shall be effective as to all City Councilmembers regardless of their terms of office. Salary decreases established by the commission shall become effective as to incumbents at the commencement of their next subsequent terms of office. Existing salaries for Councilmembers established by City Ordinance and/or City Budget shall remain in effect unless and until changed in accordance with the provisions of this Chapter. The terms and conditions of the commission's adopted salary schedule will remain in effect until amended under the terms and conditions of a new salary schedule filed in accordance with this Chapter.

2.08.080 Salary schedule subject to referendum petition.

A. The Independent Salary Commission's adopted salary schedule shall be subject to referendum petition by the people of the City upon filing of a valid referendum petition with the City Clerk within thirty (30) days after the official filing date of the salary schedule. The number of registered voters needed to sign such a petition for referendum shall be fifteen percent of the total number of names of persons listed as registered voters within the City on the day of the last preceding City general election. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by vote of the people.

B. Referendum measures under this Section shall be submitted to the voters of the City at the next following general or municipal election occurring thirty (30) days or more after the petition is filed and shall be otherwise governed by the provisions of the State Constitution, RCW 35A.11.100 and other laws generally applicable to referendum measures.

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

SECTION 3. SEVERABILITY. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN

ATTEST:

NANCY BACKUS, MAYOR

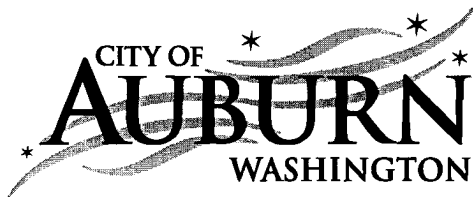
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Published: _____



Interoffice Memorandum

To: Nancy Backus, Mayor
Cc: Danielle E. Daskam, City Clerk
From: Daniel B. Heid, City Attorney 
Date: April 3, 2014
Re: City of Auburn Proposal for a Salary Commission – Draft Ordinance No. 6504

The current provisions of the Auburn City Code do not provide for a salary commission for the salaries of the City Council or, for that matter, for any elected officials of the City. The proposal has surfaced in connection with Council Committee discussions about whether it would be advantageous for the City of Auburn to have an independent salary commission established to set salaries for the City Council. The initial proposal was to have the commission responsible for salaries of the City Council members only, not the Mayor – the only other separately elected city official.

State law, specifically, RCW 35.21.015,¹ authorizes the establishment of independent salary commissions to set the salaries for city elected officials. That statute

¹ 35.21.015 Salary commissions.

(1) Salaries for elected officials of towns and cities may be set by salary commissions established in accordance with city charter or by ordinance and in conformity with this section.

(2) The members of such commissions shall be appointed in accordance with the provisions of a city charter, or as specified in this subsection:

(a) Shall be appointed by the mayor with approval of the city council;

(b) May not be appointed to more than two terms;

(c) May only be removed during their terms of office for cause of incapacity, incompetence, neglect of duty, or malfeasance in office or for a disqualifying change of residence; and

(d) May not include any officer, official, or employee of the city or town or any of their immediate family members. "Immediate family member" as used in this subsection means the parents, spouse, siblings, children, or dependent relatives of the officer, official, or employee, whether or not living in the household of the officer, official, or employee.

(3) Any change in salary shall be filed by the commission with the city clerk and shall become effective and incorporated into the city or town budget without further action of the city council or salary commission.

(4) Salary increases established by the commission shall be effective as to all city or town elected officials, regardless of their terms of office.

(5) Salary decreases established by the commission shall become effective as to incumbent city or town elected officials at the commencement of their next subsequent terms of office.

(6) Salary increases and decreases shall be subject to referendum petition by the people of the town or city in the same manner as a city ordinance upon filing of such petition with the city clerk within thirty days after filing of

Memo to: Nancy Backus, Mayor
From: Daniel B. Heid, City Attorney
Date: April 3, 2014
Re: City of Auburn Proposal for a Salary Commission - Ordinance No. 6504
Page 2

also requires that such salary settings (changes in salaries determined by the commission) would be subject to referendum, meaning that the voters of the City could vote to overrule the determination of the commission. If no referendum is employed, the changes would be effective as per statute.

The City of Auburn does not have a referendum [initiative or referendum] process, so that the initial issue that might need to be addressed is what is required for a referendum to trigger a vote?

Two statutes are on the books that speak to signature requirements for petitions for initiatives and referenda. They are RCW 35.17.260² and RCW 35A.11.100.³ But these two provisions are inconsistent, or at least they call for different measures for petition signatures for initiatives and referenda.

The first statute requires that the petition be signed by the registered voters in the city equal in number to twenty-five percent of the votes cast for all candidates for mayor at the last preceding city election. The second statute calls for signatures by fifteen percent of the total number of names of persons listed as registered voters within the city on the day of the last preceding city general election.

the salary schedule. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by vote of the people.

(7) Referendum measures under this section shall be submitted to the voters of the city or town at the next following general or municipal election occurring thirty days or more after the petition is filed, and shall be otherwise governed by the provisions of the state Constitution, or city charter, or laws generally applicable to referendum measures.

(8) The action fixing the salary by a commission established in conformity with this section shall supersede any other provision of state statute or city or town ordinance related to municipal budgets or to the fixing of salaries.

(9) Salaries for mayors and councilmembers established under an ordinance or charter provision in existence on July 22, 2001, that substantially complies with this section shall remain in effect unless and until changed in accordance with such charter provision or ordinance. [2001 c 73 § 4.]

² 35.17.260 – Initiative (part)

If the petition accompanying the proposed ordinance is signed by the registered voters in the city equal in number to twenty-five percent of the votes cast for all candidates for mayor at the last preceding city election, and if it contains a request that, unless passed by the commission, the ordinance be submitted to a vote of the registered voters of the city

³ 35A.11.100 - Initiative or Referendum

Except as provided in RCW 35A.11.090, and except that the number of registered voters needed to sign a petition for initiative or referendum shall be fifteen percent of the total number of names of persons listed as registered voters within the city on the day of the last preceding city general election, the powers of initiative and referendum in noncharter code cities shall be exercised in the manner set forth for the commission form of government in RCW 35.17.240 through 35.17.360, as now or hereafter amended.

Memo to: Nancy Backus, Mayor
From: Daniel B. Heid, City Attorney
Date: April 3, 2014
Re: City of Auburn Proposal for a Salary Commission - Ordinance No. 6504
Page 3

Because the City of Auburn is an Optional Code City, established under RCW Title 35A, that title should control unless statutes dictate otherwise. They do not. Accordingly, it is appropriate that the City of Auburn employ the referendum signature measure set forth in RCW 35A.11.100, that is - fifteen percent of the total number of names of persons listed as registered voters within the city on the day of the last preceding city general election.

The next issue, and the one that caused us a bit more consternation, is whether or not the city's ordinance establishing a salary commission could include only the City Council members, excluding the Mayor.

Presently, the Mayor's salary is set by the City Council through City Ordinance (the Budget Ordinance) consistent with how salaries are set for general City staff. The initial direction of the Mayor and of Council (the Council Operations Committee) was not to include the Mayor's salary in the authority of the salary commission. The language of the statute that authorizes salary commissions, however, includes, as its paragraph (4) that "salary increases established by the commission shall be effective as to all city or town elected officials, regardless of their terms of office." That triggers the question of whether a city could establish a salary commission that does not set the salary of the Mayor.

In analyzing the language of RCW 35.21.015(4) to determine its intent and the parameters of what it is supposed to cover, it is noted that this provision indicates that salary increases "shall be effective as to all city or town elected officials."

Especially in cities operating under the Mayor - Council form of government (the strong mayor form), the salary increases for the city council might be quite different than what a commission might give a mayor. If the provisions of paragraph (4) were read literally, that could mean that if a salary commission were to decide that a city council should receive a \$100 per month increase, that \$100 per month increase would also apply to the Mayor, and similarly, if the salary commission were to decide that a mayor should receive a \$1,000 per month increase, that \$1,000 per month increase would also apply to the city council. Such a literal reading makes no sense particularly where the Mayor works a regular work schedule - 40+ hours per week - versus a city council member who may work significantly fewer hours per week.

The obvious intent of the statute is to make sure that *among equals*, there needs to be a measure of uniformity and consistency in salary increases - consistency and uniformity among the salaried of the same position. For that matter, the purpose for the salary commission is to avoid the inconsistency of salaries where salary increases take effect after council members are next elected (i.e. some councilmembers would be receiving a different salary than others, depending on when they were elected in

Memo to: Nancy Backus, Mayor
From: Daniel B. Heid, City Attorney
Date: April 3, 2014
Re: City of Auburn Proposal for a Salary Commission - Ordinance No. 6504
Page 4

relationship to when salaries were changed). This would not, however, prevent or preclude the Independent Salary Commission from providing for a different salary for the Councilmember selected as the deputy Mayor of the City. Rather, the Independent Salary Commission would be entitled to consider the additional duties of the deputy mayor in setting salaries for that position.

Therefore, the language of RCW 35.21.015 paragraph (4) - that salary increases established by the commission shall be effective as to all city or town elected officials - - should reasonably be read - inferred to mean - *to whom the salary increases apply* (that salary increases established by the commission shall be effective as to all city or town elected officials to whom the salary increases apply) - -, regardless of their terms of office. That is consistent with the concept of a salary commission to provide an independent and uniform mechanism for changing salaries of the same positions of elected officials, and ought to allow the [strong] mayor to be excluded from a salary commission authority, particularly since in the strong mayor form of government, the mayor does not have the authority to set his or her own salary.⁴

It should also be noted that I ran our scenario past the legal consultants at the Municipal Resources and Services Center (MRSC) and they concurred with the above assessments and conclusions.

DRAFT LANGUAGE

Chapter 2.08 INDEPENDENT SALARY COMMISSION

Sections:

- 2.08.010 Commission established.
- 2.08.020 Purpose.
- 2.08.030 Membership.
- 2.08.040 Qualifications.
- 2.08.050 Operation.
- 2.08.060 Responsibilities.
- 2.08.070 Effective date – Salaries.
- 2.08.080 Salary schedule subject to referendum petition.

⁴ See ARTICLE XXX of the Washington State Constitution - Compensation of Public Officers

Section 1 Authorizing Compensation Increase During Term. The compensation of all elective and appointive state, county, and municipal officers who do not fix their own compensation, including judges of courts of record and the justice courts may be increased during their terms of office to the end that such officers and judges shall each severally receive compensation for their services in accordance with the law in effect at the time the services are being rendered.

Memo to: Nancy Backus, Mayor
From: Daniel B. Heid, City Attorney
Date: April 3, 2014
Re: City of Auburn Proposal for a Salary Commission - Ordinance No. 6504
Page 5

2.08.010 Commission established.

A salary commission is hereby established pursuant to RCW 35.21.015, hereinafter referred to as the City of Auburn Independent Salary Commission.

2.08.020 Purpose.

The purpose of the Independent Salary Commission shall be to review and establish the salaries of the members of the City Council. For the purposes hereof, the salary authority of the Independent Salary Commission shall include all compensation that may be paid to or received by councilmembers, whether or not it is identified as salary. Also for the purposes hereof, the salaries identified by the Independent Salary Commission shall be uniform among the same category or class of elected officials. This provision, however, does not prevent or preclude the Independent Salary Commission from providing for a different salary for the Councilmember selected as the Deputy Mayor of the City. Rather, the Independent Salary Commission would be entitled to consider the additional duties of the Deputy Mayor in setting salaries for that position.

2.08.030 Membership.

A. The Independent Salary Commission shall consist of five members who shall be registered voters and residents of the City of Auburn, appointed by the Mayor and approved/confirmed by the City Council.

B. The members of the Independent Salary Commission shall serve without compensation.

C. Each member of the Independent Salary Commission shall serve a term of four years, except that the first five commission members shall be appointed for different terms, as follows: one member to serve for a period of one year, one member to serve for a period of two years, one member to serve for a period of three years, and two members to serve for a period of four years. The Mayor, with the approval/confirmation of the City Council, may appoint alternate Independent Salary Commission members as the need arises. The Mayor shall annually appoint, subject to approval/confirmation by the City Council, new members by March of any given year to fill the expiring terms on the Independent Salary Commission.

D. No member may be appointed to more than two terms on the Independent Salary Commission, whether or not those terms are held consecutively.

E. If, for any reason, a vacancy occurs during the term of an Independent Salary Commission member, the Mayor shall appoint, with the approval/confirmation of the City Council, a new member to fill the unexpired term of that member.

F. The Mayor and City Council may remove an Independent Salary Commission member at any time for cause of incapacity, incompetence, neglect of duty, or malfeasance in office or for a disqualifying change of residence, or for three consecutive unexcused absences of regularly scheduled meetings of the Independent Salary Commission.

G. All members of the Independent Salary Commission shall serve until their successors are duly appointed by the Mayor and approved/confirmed by the City Council.

2.08.040 Qualifications.

A. No person shall be appointed to serve as a member or alternate member of the Independent Salary Commission unless that person is a citizen of the United States, a resident of the City for at least one year immediately preceding such appointment, and an elector of the county in which the member resides.

B. No City officer, official or employee of the City or an immediate family members of a

Memo to: Nancy Backus, Mayor
From: Daniel B. Heid, City Attorney
Date: April 3, 2014
Re: City of Auburn Proposal for a Salary Commission - Ordinance No. 6504
Page 6

City officer, official or employee may serve on the commission. "Immediate family member," as used in this Section, means the parents, spouse, siblings, children, or dependent relatives of the officer, official, or employee, whether or not living in the household of the officer, official or employee.

2.08.050 Operation.

A. The Independent Salary Commission shall elect a chair and vice chair from among its voting members. Other than for those members initially appointed for a one year term, such officers shall hold office for two years. The Independent Salary Commission may from time to time establish and publish Rules of Procedure for the efficient and fair conduct of its business, consistent with state law and City Ordinance.

B. The Mayor shall appoint appropriate staff to assist the Independent Salary Commission in preparation of its reports and records, and conducting its meetings, as may be necessary for the proper operation of the commission.

C. The meetings of the Independent Salary Commission shall be subject to the Open Public Meetings Act pursuant to Chapter 42.30 RCW.

D. The Independent Salary Commission, with the assistance of appointed staff, shall keep a written record of its proceedings, which shall be a public record all in accordance with state law.

E. The Independent Salary Commission shall have the authority to raise and lower salaries of the City Council. A City Council salary increase or decrease shall occur only if three members of the Commission vote in favor of the increase or decrease. Three members of the Commission shall constitute a quorum, and the votes of such quorum shall be sufficient for the decision of all matters and the transaction of all business to be decided or transacted by the Independent Salary Commission.

F. The Independent Salary Commission shall meet at least once in 2014 and at least once in each year thereafter to consider whether or not to review and/or adjust existing City Council salaries. The initial meeting of the Independent Salary Commission shall take place within thirty (30) days after the initial members of the Independent Salary Commission have been appointed and confirmed. Thereafter, the initial annual meeting of the Independent Salary Commission shall occur no later than April 30th, in any given year.

G. Prior to a vote of the Independent Salary Commission to raise or lower salaries, residents of the City shall have an opportunity to comment or submit comments in writing. An opportunity for comments shall be conducted in a manner that is consistent with the procedure used at regularly scheduled meetings of the City Council for public comment.

H. Prior to a vote of the Independent Salary Commission to raise or lower salaries, the Commission may request, from the Mayor or designee, additional financial information and other relevant data, other than that information provided in Paragraph I. of this Section.

I. The Mayor or designee shall provide the Independent Salary Commission with, and the Commission shall consider, information regarding salaries paid to members of city councils from comparable cities. Such comparable cities shall be comprised of cities having a population of at least 50,000 and located in King, Pierce or Snohomish counties.

J. In its meeting(s), the Independent Salary Commission shall review and, if it so determines, amend and file its schedule of salaries for the City Council with the City Clerk within thirty (30) days after its meeting(s) in 2014, and thereafter shall file its amended schedule of salaries for the City Council (if any) with the City Clerk no later than May 31st. If necessary, the Independent Salary Commission will also meet upon any other call by the chair, the Mayor or by the majority vote of the City Council.

Memo to: Nancy Backus, Mayor
From: Daniel B. Heid, City Attorney
Date: April 3, 2014
Re: City of Auburn Proposal for a Salary Commission - Ordinance No. 6504
Page 7

2.08.060 Responsibilities.

The Independent Salary Commission shall have the following responsibilities:

A. To study the relationship of salaries to the duties of the City Councilmembers and those of comparable cities, and to establish a uniform salary for all Councilmembers by either increasing or decreasing the existing salaries for the City Council by an affirmative vote of not less than three members;

B. To review salary schedules and file its amending salary schedules, if any, within thirty (30) days after the initial meetings of the Independent Salary Commission; and thereafter, to review salary schedules and file its amending salary schedules, if any, not later than May 31st of every year thereafter;

C. To submit each amended salary schedule to the City Clerk, who will publish the complete schedule two times, at least one week apart in the official newspaper of the City. The second publication date will be the official filing date. The schedule will become effective thirty (30) days after this date.

2.08.070 Effective date – Salaries.

The Independent Salary Commission's established or amended salary schedule will become effective in the amounts, at the times, and under the conditions established in the schedule. Once filed, the schedule shall be incorporated into the City budget without further action of the City Council or the Independent Salary Commission. Salary increases established by the Independent Salary Commission shall be effective as to all City Councilmembers regardless of their terms of office. Salary decreases established by the commission shall become effective as to incumbents at the commencement of their next subsequent terms of office. Existing salaries for Councilmembers established by City Ordinance and/or City Budget shall remain in effect unless and until changed in accordance with the provisions of this Chapter. The terms and conditions of the commission's adopted salary schedule will remain in effect until amended under the terms and conditions of a new salary schedule filed in accordance with this Chapter.

2.08.080 Salary schedule subject to referendum petition.

A. The Independent Salary Commission's adopted salary schedule shall be subject to referendum petition by the people of the City upon filing of a valid referendum petition with the City Clerk within thirty (30) days after the official filing date of the salary schedule. The number of registered voters needed to sign such a petition for referendum shall be fifteen percent of the total number of names of persons listed as registered voters within the City on the day of the last preceding City general election. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by vote of the people.

B. Referendum measures under this Section shall be submitted to the voters of the City at the next following general or municipal election occurring thirty (30) days or more after the petition is filed and shall be otherwise governed by the provisions of the State Constitution, RCW 35A.11.100 and other laws generally applicable to referendum measures.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6507

Date:

April 29, 2014

Department:

Planning and Development

Attachments:

[Ordinance No. 6507](#)

[Attachment 2 - Final Short Plat Drawing](#)

[Attachment 3 - Certificate of](#)

[Improvements](#)

[Attachment 4 - Lakehaven Letter](#)

[Attachment 5 - KC Preliminary Short Plat](#)

[Decision](#)

[Attachment 6 - COA Preliminary Short](#)

[Plat Decision](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to introduce and adopt Ordinance No. 6507.

Background Summary:

Cary Lang Construction has made application to the City of Auburn for the Final Plat of Bry's Cove on November 18, 2013. The plat includes the creation of nine (9) Lots and two (2) Tracts for open space, utility access, and a critical area buffer.

The property is located within the former West Hill City annexation area. The preliminary short plat application was submitted to King County on November 26, 2006 and determined "complete" prior to annexation by the City of Auburn. After annexation to Auburn in 2008, the preliminary short plat continued to be processed by King County under the terms of the interlocal agreement. During City review of the project, the number of lots was changed by the Applicant from eight (8) to nine (9) lots since the project is vested to King County's density bonus program as detailed in the King County Code Section 21A.34.040. The City Planning Director concurred with the King County's recommendation of preliminary short plat approval with the conditions outlined within the County's staff report and suggested additional conditions to subdivide the approximately 1.95 acre site. Bry's Cove received preliminary short plat approval by the City of Auburn Planning Director on August 12, 2008.

While per City regulations short plats are limited to four lots and are approved administratively by the Planning Director, King County codes allow up to nine lots as a short plat. Due to the difference in jurisdictional regulations, and the fact that this project

is vested to King County standards, this final short plat approval is being considered by the Auburn City Council.

The short plat has been developed in accordance with the King County R-4 residential zoning standards, the King County Design Standards (Public Works), as well as the City of Auburn Design Standards (Public Works), where applicable, under the approved water/sewer certificates of availability from the Lakehaven Utility District, and the City's public facility extension (City File No. FAC13-0007).

The City Engineer has signed the Certificate of Improvements acknowledging an assignment of funds has been accepted in lieu of completion of the outstanding infrastructure improvements for the project.

Reviewed by Council Committees:

Other: Community Development and Public Works, Legal

Councilmember: Holman

Staff: Snyder

Meeting Date: May 5, 2014

Item Number: ORD.B

ORDINANCE NO. 6 5 0 7

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, APPROVING
THE FINAL PLAT OF BRY'S COVE**

WHEREAS, the City of Auburn received a final short plat application for the short plat of Bry's Cove, Application No. PLT13-0008, the final approval of which is appropriate for City Council Action; and

WHEREAS, the initial preliminary short plat application for Bry's Cove was submitted to King County at a time when the premises was in unincorporated King County; and

WHEREAS, the premises of the preliminary short plat of Bry's Cove were annexed into the City of Auburn, effective January 1, 2008; and

WHEREAS, in connection with the annexation, the City and King County entered into an Interlocal Agreement, pursuant to Resolution No. 4113, whereby the two jurisdictions identified a cooperative process for handling pending plat activity; and

WHEREAS, pursuant to the Interlocal Agreement, the City took over completing the final plat review prior to the Interlocal Agreement expiring December 31, 2012; and

WHEREAS, the preliminary short plat has been developed in accordance with Title 19A, (Subdivisions and Short Subdivisions, King County Code (KCC) 19A.12 subsequently amended), Title 21A.34, the requirements of Chapter 58.17 RCW, and in conformity with the conditions and requirements of the preliminary short plat; and

WHEREAS, the City took over completing the civil review on March 14, 2013, under County authority after the expiration of the Interlocal Agreement, the short plat has been developed in accordance with the vested development requirements at the time of complete application; January 12, 2007, and in conformity with the conditions and requirements of the preliminary short plat approval; and

WHEREAS, the preliminary short plat was approved by the City of Auburn Director of Planning, Building and Community, on August 12, 2008, whereby the preliminary short plat was approved with identified conditions and requirements; and

WHEREAS, insofar as the plat meets the requirements of applicable codes and plans, and the conditions and requirements of the preliminary short plat, it is incumbent on the City Council to approve the final short plat, as no new conditions or requirements can be added at this point.

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

Section 1. Final Plat Approval. Bry's Cove, a short subdivision involving property located within the City of Auburn, Washington, the premises of which are described as follows:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 21 NORTH,
RANGE 4 EAST, W.M. IN KING COUNTY WASHINGTON;

is hereby approved, and deemed to conform to the requirements for Short Plat approval pursuant to State and local law and Chapter 58.17 of the Revised Code of Washington and Section 58.17.140(3)(b) 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. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

Ordinance No. 6507
April 29, 2014
Page 3 of 4

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

Published: _____

BRY'S COVE
FINAL PLAT
BEING A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4
SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST, W. M., IN KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT 20 FEET NORTH AND 335 FEET WEST OF THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE NORTH 155 FEET;
THENCE WEST 5 FEET;
THENCE NORTH 155 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 2;
THENCE WEST ALONG SAID SOUTH LINE 320 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER;
THENCE SOUTH 310 FEET TO A POINT WEST OF THE POINT OF BEGINNING;
THENCE EAST 320 FEET TO THE POINT OF BEGINNING;

EXCEPT THE WEST 100 FEET OF THE SOUTH 120 FEET THEREOF.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT 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 THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, 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 COST OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUBSURFACE 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:

CARY LANG CONSTRUCTION, INC.
A WASHINGTON CORPORATION

BY:
ITS:

HOMESTREET BANK
A WASHINGTON STATE CHARTERED SAVINGS BANK

BY:
ITS:

ACKNOWLEDGMENTS

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, ON OATH STATED HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS _____ OF CARY LANG CONSTRUCTION, INC., TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED THIS _____ DAY OF _____, 2014.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

PRINTED NAME _____

MY COMMISSION EXPIRES _____

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 (S)HE ACKNOWLEDGED THAT (S)HE SIGNED THIS INSTRUMENT, ON OATH STATED (S)HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS _____ OF HOMESTREET BANK TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED THIS _____ DAY OF _____, 2014.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

PRINTED NAME _____

MY COMMISSION EXPIRES _____

CITY OF AUBURN FILE NO. PLT13-0008

RECORDING CERTIFICATE:

Recording No. _____
Filed for record at the request of Barghausen Consulting Engineers, Inc.
this _____ day of _____, 20____ at _____ minutes
past _____ m. and recorded in Volume _____ of Plats at
pages _____ through _____, records of King County, Washington.
DIVISION OF RECORDS AND ELECTIONS

LAND SURVEYOR'S CERTIFICATE:

I hereby certify that this plat of BRY'S COVE is based upon an actual survey and subdivision of SECTION 2 Township 21 North, Range 4 EAST, W.M., that the courses and distances are shown correctly thereon; that the monuments will be set and the lot and block corners will be staked correctly on the ground as construction is completed and that I have fully complied with the provisions of the platting regulations.

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 STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE HAVE BEEN DULY PAID, SATISFIED OR DISCHARGED.

THIS _____ DAY OF _____, 2014.

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 A.C.C. 17.08.020, AND IS CONSISTENT WITH ALL APPLICABLE CITY IMPROVEMENT STANDARDS AND REQUIREMENTS IN FORCE ON THE DATE OF PRELIMINARY PLAT APPROVAL.

THIS _____ DAY OF _____, 2014.

AUBURN CITY ENGINEER

PLANNING DIRECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT AND ANY CONDITIONS ATTACHED THERETO, WHICH PRELIMINARY PLAT WAS APPROVED BY RESOLUTION NUMBER _____ OF THE AUBURN CITY COUNCIL ON THE _____ DAY OF _____, 20____.

THIS _____ DAY OF _____, 2014.

AUBURN PLANNING DIRECTOR

APPROVAL

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2014, PURSUANT TO CITY ORDINANCE NUMBER _____, ADOPTED BY THE AUBURN CITY COUNCIL ON THE _____ DAY OF _____, 20____.

ATTEST:

MAYOR

AUBURN CITY CLERK

KING COUNTY FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, 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 ANY OTHER PUBLIC USE ARE PAID IN FULL.

THIS _____ DAY OF _____, 2014.

MANAGER, FINANCE DIVISION

DEPUTY

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2014.

KING COUNTY ASSESSOR

DEPUTY KING COUNTY ASSESSOR

ACCOUNT NUMBER 022104-9042

SURVEYOR'S NOTES:

1. A FIELD TRAVERSE USING A "NIKON NPL 362" TOTAL STATION, AND "TDS RANGER" DATA COLLECTOR SUPPLEMENTED WITH FIELD NOTES WAS PERFORMED, ESTABLISHING THE ANGULAR, DISTANCE, AND VERTICAL RELATIONSHIPS BETWEEN THE MONUMENTS, PROPERTY LINES, AND TOPOGRAPHIC FEATURES AS SHOWN HEREON. A "LIETZ B-2A" AUTOMATIC LEVEL WAS USED TO CHECK AND ESTABLISH THE ELEVATION OF BENCHMARKS AND CONTROL POINTS. THE RESULTING DATA MEETS OR EXCEEDS THE STANDARDS FOR LAND BOUNDARY SURVEYS AS SET FORTH IN WAC 332-130-090.

2. BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST, W. M. SAID LINE BEARS N01°08'55"E AS MEASURED FROM CITY OF AUBURN COUNTY HORIZONTAL CONTROL POINTS AS NOTED HEREON.

3. ALL LOT AND TRACT CORNERS WILL BE STAKED WITH A 1/2-INCH BY 24-INCH REBAR WITH PLASTIC CAP MARKED "BCE 27328" AS PLAT CONSTRUCTION IS COMPLETED. THE STREETWARD PROJECTION OF THE LOT AND/OR TRACT LINES WILL BE REFERENCED BY A MASONRY NAIL SET AT THE BACK OF THE CURB AT NO SPECIFIC DISTANCE FROM THE TRUE CORNER.

JOB NO. 12270



Barghausen Consulting Engineers, Inc.
Civil Engineering, Land Planning, Surveying, Environmental Services
18215 72nd Avenue South Kent, WA 98032
Telephone: (425) 251-6222 Fax: (425) 251-8782

SE1/4 OF NW1/4, SEC. 2, T21N-R4E, W.M.

BEING A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4
SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON

PLAT NOTES:

1. TRACT "A" IS A DRAINAGE FACILITY TRACT AND IS HEREBY DEDICATED TO THE CITY OF AUBURN FOR OWNERSHIP AND MAINTENANCE PURPOSES.

2. TRACT "B" IS A JOINT USE DRIVEWAY TRACT AND IS HEREBY CONVEYED TO THE OWNERS OF LOTS 5 AND 6 FOR OWNERSHIP AND MAINTENANCE OF THE DRIVING SURFACE. LOTS 5 AND 6 SHALL TAKE ACCESS ONLY THROUGH TRACT "B". AN EASEMENT OVER ENTIRE TRACT "B" IS CONVEYED TO THE CITY OF AUBURN FOR MAINTENANCE OF THE STORM DRAINAGE FACILITIES LOCATED WITHIN THE TRACT. A PRIVATE WATERLINE EASEMENT OVER ENTIRE TRACT "B" IS CONVEYED TO THE OWNERS OF LOTS 5 AND 6 FOR THE MAINTENANCE OF THE PRIVATE WATER SERVICE LINES WHICH LIE WITHIN THE TRACT.

3. TRACT "C" IS A WETLAND BUFFER (CRITICAL AREA) TRACT AND IS HEREBY CONVEYED TO THE BRY'S COVE HOMEOWNERS ASSOCIATION FOR OWNERSHIP AND MAINTENANCE PURPOSES. SEE "RESTRICTIONS FOR CRITICAL AREA TRACTS AND CRITICAL AREA BUFFERS" NOTE, BELOW.

4. THE ROAD AND STORM DRAINAGE SYSTEMS SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED PLAN AND PROFILE, PLAN NO. FAC 13-0007 ON FILE WITH CITY OF AUBURN. ANY DEVIATION FROM THE APPROVED PLANS WILL REQUIRE WRITTEN APPROVAL FROM THE CITY.

5. THIS PLAT IS SUBJECT TO CHAPTER 17.10 OF THE CITY OF AUBURN MUNICIPAL CODE (GOVERNING PLATTING), AND ALL OTHER APPLICABLE CODES.

6. THIS PLAT SHALL COMPLY WITH KING COUNTY CODE 14.75, ROAD MITIGATION PAYMENT SYSTEM (MPS), BY PAYING THE REQUIRED MPS FEE AND ADMINISTRATION FEE. THE FEE PAID SHALL BE THE AMOUNT ADOPTED BY THE CITY OF AUBURN AS A ROAD IMPACT FEE AND IN EFFECT AS OF THE DATE OF THE BUILDING PERMIT APPLICATION.

7. THERE SHALL BE NO DIRECT ACCESS TO SOUTH 296TH STREET FROM THE LOTS THAT ABUT IT.

8. NO LOT OR PORTION OF A LOT IN THIS PLAT SHALL BE DIVIDED AND SOLD OR RESOLD OR OWNERSHIP CHANGED OR TRANSFERRED WHEREBY THE OWNERSHIP OF ANY PORTION OF THIS PLAT SHALL BE LESS THAN THE AREA REQUIRED FOR THE USE DISTRICT IN WHICH IT IS LOCATED.

9. PERMIT APPLICATIONS FOR BUILDINGS OR OTHER IMPROVEMENTS CONSTRUCTED ON LOTS CREATED BY THIS SUBDIVISION MUST BE REVIEWED BY THE CITY OF AUBURN FOR COMPLIANCE WITH BEST MANAGEMENT PRACTICES (BMP'S) AND OTHER APPLICABLE DRAINAGE STANDARDS AS SPECIFIED IN THE SWMM, AS DETERMINED BY THE CITY. THE PERMIT APPLICANT FOR EACH LOT MUST PREPARE A DRAINAGE SITE PLAN WITH PROCEDURES FOR DESIGN AND MAINTENANCE DETAILS, AND RECORD A DECLARATION OF COVENANT AND GRANT OF EASEMENT FOR IMPLEMENTATION OF THE BMP'S.

10. STREET TREES WITHIN THIS PLAT SHALL BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION UNLESS THE CITY HAS ADOPTED A MAINTENANCE PROGRAM.

11. A SUBDIVISION GUARANTEE PREPARED BY TICOR TITLE COMPANY, THEIR ORDER NO. 6527587 AND DATED JANUARY 6, 2014, AND SUPPLEMENTAL REPORT NO. 1 DATED MARCH 20, 2104 WERE RELIED UPON FOR RECORD ITEMS AFFECTING THIS SUBDIVISION. ACCORDING TO THESE DOCUMENT, THIS SITE IS SUBJECT TO THE FOLLOWING:

EASEMENT FOR UTILITY SYSTEMS FOR THE PURPOSES OF TRANSMISSION, DISTRIBUTION AND SALE OF GAS AND ELECTRICITY IN FAVOR OF PUGET SOUND ENERGY

RECORDING DATE: NOVEMBER 5, 2013 RECORDING NO. 20131105000863
EASEMENT NO. 1: ALL STREETS AND ROAD RIGHTS-OF-WAY (BOTH PRIVATE AND PUBLIC) AS NOW OR
 HEREFTER DESIGNED, PLATTED, AND/OR CONSTRUCTED WITHIN THE HEREIN DESCRIBED PROPERTY. (WHEN SAID
 STREETS AND ROADS ARE DEDICATED TO THE PUBLIC, THIS CLAUSE SHALL BECOME NULL AND VOID)

EASEMENT NO. 2: A STRIP OF LAND 10 FEET IN WIDTH ACROSS ALL LOTS, TRACTS AND OPEN SPACES LOCATED WITHIN THE HEREIN DESCRIBED PROPERTY BEING PARALLEL TO AND COINCIDENT WITH THE BOUNDARIES OF SAID PUBLIC STREETS AND ROAD RIGHTS-OF-WAY.

EASEMENT NO. 3: A STRIP OF LAND 5 FEET IN WIDTH ACROSS ALL LOTS, TRACTS AND OPEN SPACES LOCATED WITHIN THE HEREIN DESCRIBED PROPERTY BEING PARALLEL TO AND COINCIDENT WITH THE BOUNDARIES OF ALL ALLEYS AND PRIVATE DRIVES

EASEMENT NO. 4: AN EASEMENT OVER THE HEREIN DESCRIBED PROPERTY FOR VAULTS, PEDESTALS AND RELATED FACILITIES ("VAULT EASEMENTS") ADJACENT TO EASEMENT AREA NO. 3. THE VAULT EASEMENT MAY OCCUPY UP TO AN ADDITIONAL 5 FEET IN WIDTH (FOR A TOTAL WIDTH OF 10 FEET) WITH THE LENGTH OF EACH VAULT EASEMENT EXTENDING 5 FEET FROM EACH END OF THE AS-BUILT VAULT(S).

AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:
BETWEEN: LAKEHAVEN UTILITY DISTRICT AND: CARY LANG CONSTRUCTION, INC.
RECORDING DATE: APRIL 30, 2013 RECORDING NO.: 20130430002118

12. PENDING REVIEW BY THE FIRE MARSHAL AT THE TIME OF BUILDING PERMIT, FUTURE RESIDENCES CONSTRUCTED ON LOTS 5 AND 6 MAY BE REQUIRED TO BE SPRINKLERED.

13. IN CONJUNCTION WITH, OR UPON COMPLETION OF INDIVIDUAL RESIDENTIAL LOT BUILDING CONSTRUCTION, BMP C126: TOPSOILING REQUIREMENTS PER THE SWMM, SHALL BE INCORPORATED WITH LANDSCAPE PLANTINGS IN PERVIOUS AREAS OF EACH LOT.

EASEMENT PROVISIONS:

THE PUBLIC UTILITY EASEMENT (UE) IS HEREBY CONVEYED TO PUGET SOUND ENERGY, CENTURY LINK, COMCAST CABLE, AND THE CITY OF AUBURN AND ALL LOT OR TRACT OWNERS WITHIN THIS PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN (10) FEET, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE, EXCEPT ALONG 57TH AVENUE S., OF ALL LOTS AND TRACTS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, AND/OR MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPELINES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT, FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC TELEPHONE, CABLE TV, SANITARY SEWAGE, AND OTHER UTILITIES AND SERVICES, AND PRIVATE STORM DRAINAGE, AND WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS, AND SPACES AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

2. THE PRIVATE SANITARY SEWER EASEMENTS (PSSE) WITHIN LOT 6 IS HEREBY CONVEYED TO THE OWNERS OF LOTS 5 AND 6. SAID OWNERS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THOSE PORTIONS OF SAID EASEMENT BENEFITING THEIR LOT.

3. (A) THE PRIVATE STORM DRAINAGE EASEMENTS (PSDE) WITHIN LOTS 1 AND 2 ARE HEREBY CONVEYED TO THE OWNERS OF LOTS 1, 2 AND 3. SAID OWNERS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THOSE PORTIONS OF SAID EASEMENT BENEFITING THEIR LOT.

(B) THE PRIVATE STORM DRAINAGE EASEMENTS (PSDE) WITHIN LOT 9 IS HEREBY CONVERTED TO THE OWNERS OF LOTS 8 AND 9. SAID OWNERS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THOSE PORTIONS OF SAID EASEMENT BENEFITING THEIR LOT.

LAKEHAVEN UTILITY DISTRICT PLAT DEDICATION FOR NON-EXCLUSIVE EASEMENT

LAKEHAVEN UTILITY DISTRICT PLAT DEDICATED FOR NON-EXCLUSIVE EASEMENT. AN EASEMENT IS HEREBY IRREVOCABLY RESERVED FOR AND GRANTED TO LAKEHAVEN UTILITY DISTRICT, AND ITS AGENTS, SUCCESSORS AND ASSIGNS, FOR SHOWING AND MAINTAINING 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 EASEMENTS AT ALL TIMES FOR THE 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, INCLUDING UTILITY SERVICE CONNECTIONS, SHALL BE CONSTRUCTED OR LOCATED BY GRANTOR, OR ANY THIRD PARTY ACTING UNDER AUTHORITY OF GRANTOR, WITHIN OR PROXIMATE TO SAID EASEMENT, UNLESS SUCH INSTALLATION IS APPROVED BY GRANTEE AND IS IN CONFORMANCE WITH THE THEN-CURRENT EDITION OF THE CRITERIA FOR SEWAGE WORKS DESIGN PUBLISHED BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY. GRANTOR HEREBY AGREES THAT THE 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 ANY THIRD PARTY ANY EASEMENT OR OTHER INTEREST OR PORTION OF ANY OF ITS PROPERTY SUBJECT TO THE EASEMENTS THAT WOULD IMPAIR OR LIMIT THE USE OF THE EASEMENT RIGHTS GRANTED HEREIN.

RESTRICTIONS FOR CRITICAL AREA TRACTS AND CRITICAL AREA BUFFERS

DEDICATIONS FOR CRITICAL AREA TRACTS AND BUFFER CONVEYS TO THE PUBLIC A BENEFICIAL INTEREST IN THE LAND WITHIN THE TRACT/CRITICAL AREA AND BUFFER. THIS INTEREST INCLUDES THE PRESERVATION OF NATIVE VEGETATION, ALL CRITICAL AREAS THAT IMPROVE THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING CONTROL OF SURFACE WATER AND EROSION, MAINTENANCE OF SLOPE STABILITY, AND PROTECTION OF PLANT AND ANIMAL HABITAT. THE CRITICAL AREA TRACT/CRITICAL AREA AND BUFFER IMPOSES UPON ALL PRESENT AND FUTURE OWNERS AND OCCUPIERS OF THE LAND SUBJECT TO THE TRACT/CRITICAL AREA AND BUFFER THE OBLIGATION, ENFORCEABLE ON BEHALF OF THE PUBLIC BY THE CITY OF AUBURN, TO LEAVE UNDISTURBED ALL TREES AND OTHER VEGETATION WITHIN THE TRACT/CRITICAL AREA AND BUFFER. THE VEGETATION WITHIN THE TRACT/CRITICAL AREA AND BUFFER MAY NOT BE CUT, PRUNED, COVERED BY FILL, REMOVED OR DAMAGED WITHOUT APPROVAL IN WRITING FROM THE CITY, UNLESS OTHERWISE PROVIDED BY LAW.

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

NO BUILDING FOUNDATIONS ARE ALLOWED BEYOND THE REQUIRED 15-FOOT BUILDING SETBACK LINE, UNLESS OTHERWISE PROVIDED BY LAW.

CITY OF AUBURN EASEMENT PROVISIONS

CITY OF AUBURN EASEMENT PROVISIONS

ALL PUBLIC STORM DRAINAGE EASEMENTS AS SHOWN ARE HEREBY GRANTED AND CONVEYED TO THE CITY OF AUBURN, A MUNICIPAL CORPORATION OF KING COUNTY, 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, AND FACILITATING STORM AND SURFACE WATER STORM DRAINAGE FACILITIES. THE EASEMENT SHALL BE APPROVED BY THE CITY OF AUBURN OR THIS PLAN TOGETHER WITH ABSOLUTE RIGHT. THESE ACTIONS ARE NECESSARY FOR IMMEDIATE ACCESS (INGRESS AND EGRESS), TO ENTER SAID EASEMENT FOR THE PURPOSE OF LAYING, MAINTAINING, INSTALLING, CONVEYING, STORING, MANAGING, AND FACILITATING STORM AND SURFACE WATER STORM DRAINAGE FACILITIES CONTAINED THEREIN WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFORE.

THE CITY OF AUBURN SHALL HAVE THE ABSOLUTE RIGHT TO PLACE ANY TYPE OF DRIVING SURFACE WITHIN SAID EASEMENT AREA DEEMED NECESSARY BY THE CITY OF AUBURN.

THE OWNERS OF SAID PRIVATE PROPERTY SHALL NOT IN ANY WAY BLOCK, RESTRICT OR IMPEDE ACCESS AND EGRESS TO OR FROM SAID EASEMENT AREA, AND/OR IN ANY WAY BLOCK, RESTRICT OR IMPEDE FULL USE OF THE REAL PROPERTY WITHIN THE ABOVE DESCRIBED EASEMENT AREA BY THE CITY OF AUBURN FOR THE ABOVE-DESCRIBED PURPOSES. NO BUILDING, WALL, ROCKERY, FENCE, TREES, OR STRUCTURE OF ANY KIND SHALL BE ERRECTED OR PLANTED, NOR SHALL FILL MATERIAL BE DEPOSITED OR REMOVED FROM THE EASEMENT AREA. IF THE CITY OF AUBURN REQUESTS ACCESS TO THE EASEMENT AREA WITH 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 THE REAL PROPERTY WITHIN THE EASEMENT AREA. IF SAID GATE IS TO BE LOCKED, KEYS SHALL BE PROVIDED TO THE CITY OF AUBURN.

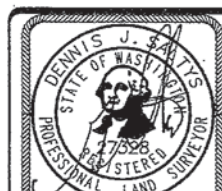
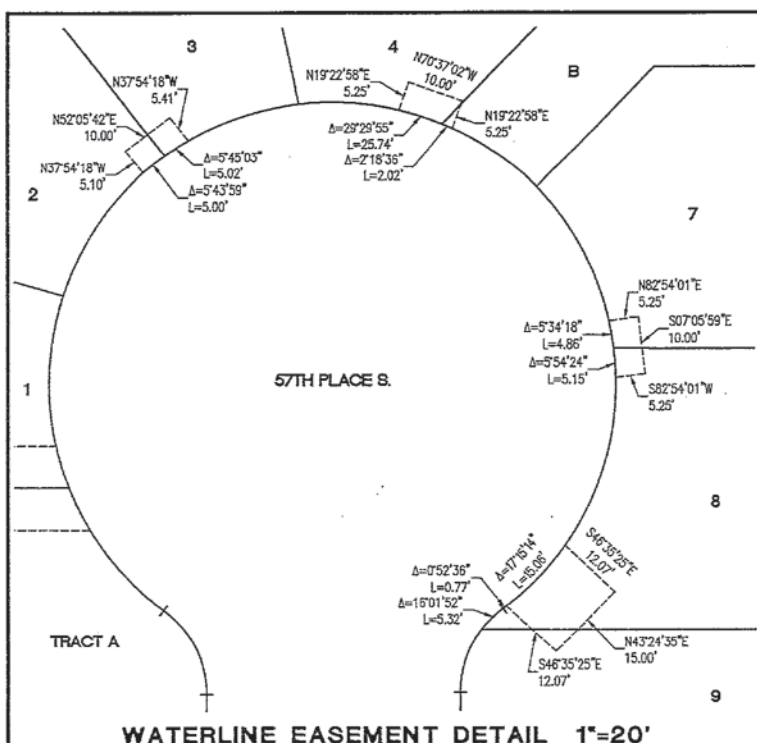
NO EXCAVATION SHALL BE MADE WITHIN THREE (3) FEET OF SAID STORM DRAINAGE FACILITIES AND THE SURFACE LEVEL OF THE GROUND WITHIN THE EASEMENT AREA SHALL BE MAINTAINED AT THE ELEVATION AS CURRENTLY EXISTING.

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 EASEMENT AREA FROM THE PARENT PARCELS TO THE CITY OF AUBURN. THE CITY OF AUBURN GRANTS TO THE PARENT PARCELS THE CITY OF AUBURN'S RIGHT OF INGRESS AND EGRESS SHALL INCLUDE SUCH OTHER AREAS WITHIN THE PARENT PARCEL AS THE CITY OF AUBURN DETERMINES ARE NECESSARY TO ACCESS THE EASEMENT AREA FROM SUCH DRIVEWAYS AND PARKING LOTS OR FROM THE PARENT PARCELS' BOUNDARIES. IN THE CASE OF ANY DAMAGE OR DISRUPTION OF THE PARENT PARCEL, THE CITY OF AUBURN SHALL RETURN THE PROPERTY TO A CONDITION REASONABLY COMPARABLE TO ITS CONDITION AS IT EXISTED IMMEDIATELY BEFORE ENTRY AND/OR WORK WAS MADE THEREON BY THE CITY OF AUBURN OR ITS AGENTS.

THE OWNERS OF SAID PRIVATE PROPERTY ADDITIONALLY GRANTS TO THE CITY OF AUBURN, THE USE OF SUCH ADDITIONAL AREA IMMEDIATELY ADJACENT TO SAID EASEMENT AREA AS SHALL BE REQUIRED FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE AND OPERATION OF SAID STORM DRAINAGE FACILITIES. THE USE OF SUCH ADDITIONAL AREA SHALL BE HELD TO THE SAME STANDARD AS IN THE CASE OF ANY DAMAGE OR DISRUPTION OF THE FARM PARCEL, THE CITY OF AUBURN SHALL RETURN THE PROPERTY TO CONDITION REASONABLY COMPARABLE TO THE CONDITION AS EXISTED IMMEDIATELY BEFORE ENTRY AND/OR WORK WAS MADE HEREON 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.

JOB NO. 12270



**Barghausen
Consulting Engineers, Inc.**

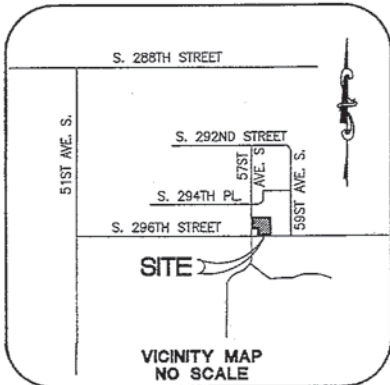
Civil Engineering, Land Planning, Surveying, Environmental Services
18215 72nd Avenue South Kent, WA. 98032
Telephone: (425) 251-6222 Fax: (425) 251-8782

SE1/4 OF NW1/4, SEC. 2, T21N-R4E, W.M.

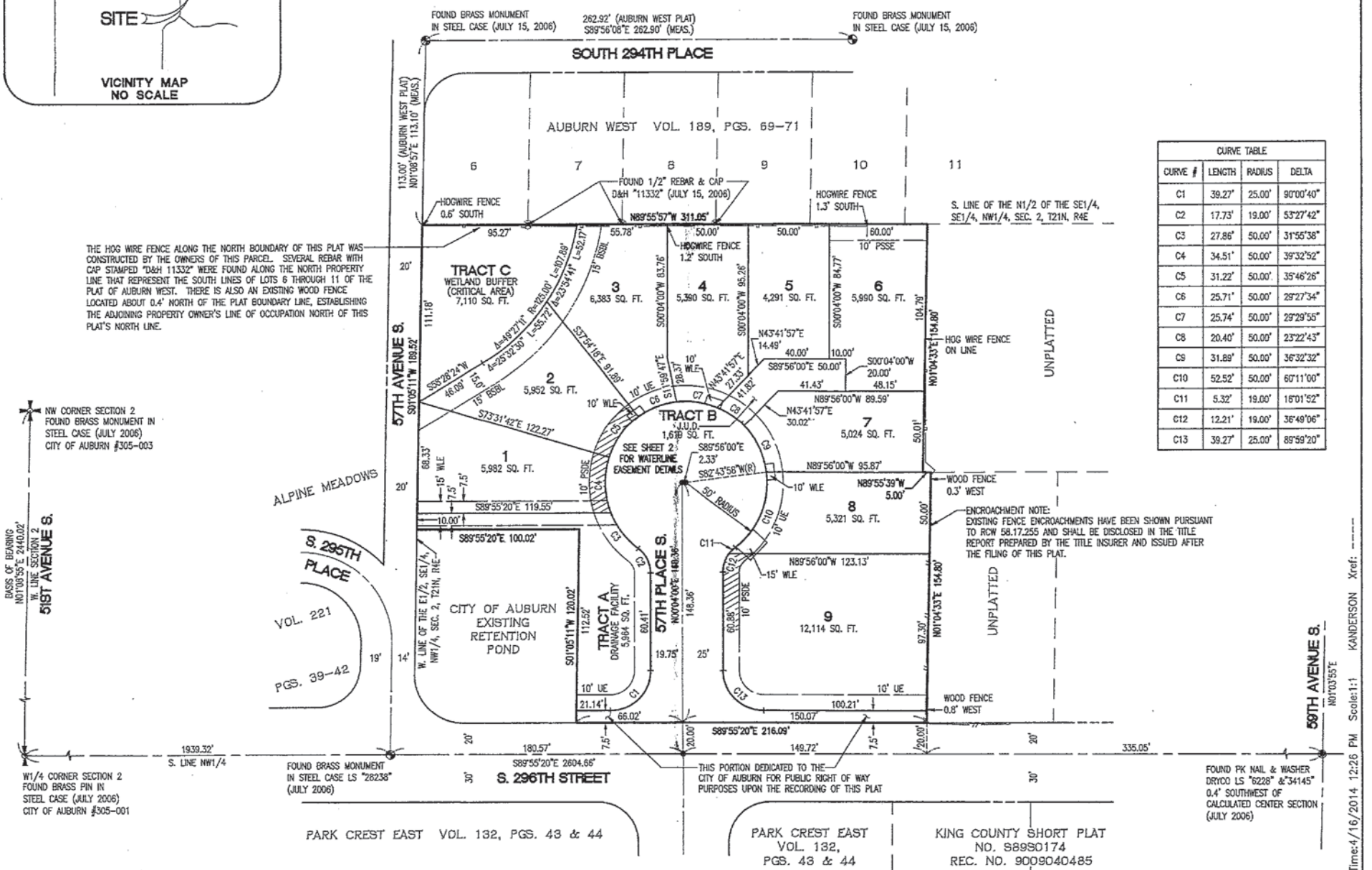
BRY'S COVE

FINAL PLAT

BEING A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4
SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON



THE HOG WIRE FENCE ALONG THE NORTH BOUNDARY OF THIS PLAT WAS CONSTRUCTED BY THE OWNERS OF THIS PARCEL. SEVERAL REBAR WITH CAP STAMPED "D&H 11332" WERE FOUND ALONG THE NORTH PROPERTY LINE THAT REPRESENT THE SOUTH LINES OF LOTS 6 THROUGH 11 OF THE PLAT OF AUBURN WEST. THERE IS ALSO AN EXISTING WOOD FENCE LOCATED ABOUT 0.4' NORTH OF THE PLAT BOUNDARY LINE, ESTABLISHING THE ADJOINING PROPERTY OWNER'S LINE OF OCCUPATION NORTH OF THIS PLAT'S NORTH LINE.



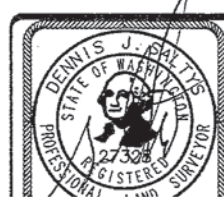
LEGEND:

- FOUND SECTION CORNER AS NOTED
- FOUND QUARTER CORNER AS NOTED
- FOUND PK NAIL & WASHER
- FOUND MONUMENT AS NOTED
- FOUND REBAR/CAP AS NOTED
- CITY OF AUBURN STANDARD ROAD MONUMENT TO BE SET AS CONSTRUCTION IS COMPLETED
- UE UTILITY EASEMENT SEE "EASEMENT PROVISIONS" NOTE 1 ON SHEET 2
- WLE PUBLIC WATERLINE EASEMENT - SEE "LAKEHAVEN UTILITY DISTRICT PLAT DEDICATION FOR NON-EXCLUSIVE EASEMENT" ON SHEET 2
- PSSE PRIVATE SANITARY SEWER EASEMENT SEE "EASEMENT PROVISIONS" NOTE 2 ON SHEET 2
- PSDE PRIVATE STORM DRAINAGE EASEMENT [HATCHED WHERE COINCIDENT WITH UE] SEE "EASEMENT PROVISIONS" NOTE 3 ON SHEET 2
- J.U.D. JOINT USE DRIVEWAY

APPLICANT:
CARY LANG CONSTRUCTION
29815 24TH AVENUE S.W.
FEDERAL WAY WA 98023

ADDRESSES:

- LOT 1: 29575 57TH PLACE S.
- LOT 2: 29543 57TH PLACE S.
- LOT 3: 29511 57TH PLACE S.
- LOT 4: 29508 57TH PLACE S.
- LOT 5: 29526 57TH PLACE S.
- LOT 6: 29544 57TH PLACE S.
- LOT 7: 29562 57TH PLACE S.
- LOT 8: 29580 57TH PLACE S.
- LOT 9: 29598 57TH PLACE S.



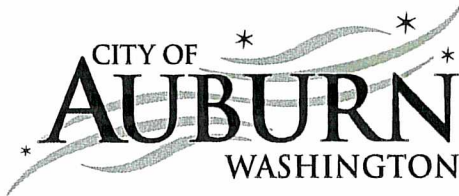
Barghausen Consulting Engineers, Inc.
Civil Engineering, Land Planning, Surveying, Environmental Services
18215 72nd Avenue South Kent, WA. 98032
Telephone: (425) 251-6222 Fax: (425) 251-8782

SE1/4 OF NW1/4, SEC. 2, T21N-R4E, W.M.

JOB NO. 12270

File: P:\2000s\12270\survey\plots\12270p01.dwg Date/Time: 4/16/2014 12:26 PM Scale: 1"=1' KANDERSON Xref: ---

VOLUME/PAGE



CERTIFICATE OF IMPROVEMENTS

FINAL PLAT APPLICATION FAC13-0007

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 **BRY'S COVE**, an approved security CASH DEPOSIT for **\$15,167.49** (Fifteen Thousand One Hundred Sixty Seven Dollars and 49/100's, which is 150% of the estimated costs of improvements) has been submitted and approved by the City Engineer.

David L. Jones
City Engineer

3/18/2014
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:

One Phase: Remaining Street Lighting System Material & Installation Labor
 \$10,112.33
 x 150%
 \$15,167.49

cc: File: FAC13-0007
 David L Jones, Senior Planner
 Cary Lang Construction Inc.

RECEIVED

MAR 21 2014

CITY OF AUBURN
PLANNING & DEVELOPMENT



LAKEHAVEN UTILITY DISTRICT

31627 1st Ave South • P.O. Box 4249 • Federal Way, Washington 98063-4249
 Federal Way: 253-941-1516 • Tacoma: 253-927-2922
www.lakehaven.org

April 24, 2014

Jeff Dixon
 Planning & Development Department
 City of Auburn
 25 West Main Street
 Auburn, Washington 98001-4998

RE: Final Plat Approval Status
 Bry's Cove
 Lakehaven Project No. 6313005

Mr. Dixon:

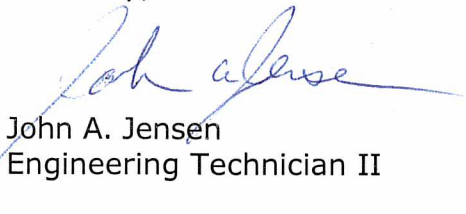
This letter serves as a status report to advise the Auburn City Council on final plat approval for the referenced project.

The water and sewer systems for this project are substantially complete, and service connections can be fully processed and activated under standard Lakehaven procedures.

Terms of the referenced agreement with Lakehaven Utility District provide for final completion of construction of the water and sewer facilities for the project.

Please do not hesitate to contact me, if you have any questions. I may be reached by phone at 253-946-5406, by electronic mail at JJensen@Lakehaven.org, or by fax at 253-529-4081.

Sincerely,


 John A. Jensen
 Engineering Technician II

c: Cary Lang Construction
 ec: DevEngr Mgr

RECEIVED

APR 28 2014

CITY OF AUBURN
 PLANNING & DEVELOPMENT

Leonard D. Englund
 Commissioner
 ORD.B

Charles I. Gibson
 Commissioner

Timothy A. McClain
 Commissioner

Donald L.P. Miller
 Commissioner

Ronald E. Nowicki
 Commissioner



King County
Department of Development and Environmental Services
Land Use Services Division
900 Oakesdale Avenue Southwest
Renton, Washington 98057-5212

Attachment 5

Notice of Decision 12270

(Type 2)

File No.: L06S0067 Applicant: Bill VanEnglenberg Wolverine Development Group, LLC 25302 139th PI SE Kent, WA 98042 (253) 638-0011 DDES Project Manager: Angélica Velásquez (206) 296-7136 Email: angelica.velasquez@kingcounty.gov Project Location: 5728 S. 296th St., Auburn, WA Project Description: Subdivision of 1.95 acres, zoned R 4, into 8 single family residential lots ranging in size from 4,239 sq. ft. to 5,324 sq. ft., with one lot at 12,334 sq. ft. Permits Requested: Preliminary Short plat approval Department Decision: Approve subject to conditions SEPA Threshold Determination: N/A	File Name: Bry's Cove cc: Tom B. Ivana Don D. Alexia D.
---	--

Appeal Procedure:

This decision may be appealed to the City of Auburn Hearing Examiner pursuant to Chapter 18.66 of the Auburn City Code (ACC) and in conformance with Section 18.70.050(B) through (E) ACC. A notice of appeal must be filed with the City of Auburn at the address listed below by OCT. 9, 2008, and be accompanied with a filing fee of \$250.00 payable to the City of Auburn.

The Statement of Appeal shall identify the decision being appealed (including the file number) and the error which the appellant believes were made in the action or decision which is being appealed, or the procedural irregularities associated with that action or decision. Further, the Statement of Appeal shall state: 1) specific reasons why the decision should be reversed or modified; 2) the harm which is expected to be suffered by the appellant as a result of the action or decision being appealed. If the appellant is a group or organization, the harm to any one or more members or the group or organization must be stated; and 3) the desired outcome of the appeal. The scope of an appeal shall be based on matters or issues raised in the Statement of Appeal. Appeals submitted beyond the timeframe provided will not be accepted.

Appeals must be submitted to the City of Auburn at the following address:

City of Auburn Department of Planning, Building & Community
Attn: Permit Center
25 West Main Street
Auburn, WA 98001-4998

Date of Mailing: SEPTEMBER 26, 2008

If you have any questions regarding the appeal procedures, please call the Planning Department at (253) 931-3090. For citizens with speech, sight or hearing disabilities wishing to review documents pertaining to this hearing, should contact the City of Auburn within 10 calendar days prior to the meeting, as to the type of service or equipment needed. Each request will be considered individually according to the type of request, the availability of resources, and the financial ability of the City to provide the requested services or equipment.

As a vested land use application that involves administrative appeal rights, and was filed with King County prior to annexation to the City of Auburn. King County has prepared this report with recommendation to the City of Auburn for final decision regarding the development proposal application for property at the address listed above. You are receiving notice of this decision because King County records indicate that you own property within approximately 500 feet of the project location or because you requested to receive notice of the decision.



**KING COUNTY
DEPARTMENT OF DEVELOPMENT AND ENVIRONMENTAL SERVICES
LAND USE SERVICES DIVISION
900 Oakesdale Avenue Southwest
Renton, WA 98057-5212**

**REPORT AND DECISION
SHORT SUBDIVISION File No. L06S0067**

A. DESCRIPTION OF THE PROPOSED SHORT SUBDIVISION:

This is a proposed short subdivision of 1.95 acres (85,057 sq. ft.) into 8 lots for detached single-family dwellings in the R 4 zone. The proposed density is 4.1 dwelling units per acre. Lots 1 through 7 range from 4,239 to 5,324 square feet. Lot 8 is 12,334 square feet. Refer to Attachment 1 for a copy of the short plat map.

B. GENERAL INFORMATION:

Owner/Applicant: Bill VanEnglenberg (253) 638-0011
Wolverine Development Group, LLC
25302 139th Pl. SE
Kent, WA 98042

Engineer: Alexia Dorsch (425) 251-6222
Barghausen Consulting Engineers, Inc.
18215 72nd Ave. S.
Kent, WA 98032

STR: NW 02-21-04

Location: 5728 S. 296th St., Auburn, WA

Zoning: R 4
Acreage: 1.95 acres
Number of Lots: 8
Density: 4.1 d.u./acre
Lot Size: Ranging from 4,239 to 5,324 sq. ft., and one larger lot at 12,334 sq. ft.

Proposed Use: Single family residential
Sewage Disposal: Lakehaven Utility District
Water Supply: Lakehaven Utility District
Fire District: Fire District 39
School District: Federal Way No. 210
Complete Application Date: January 12, 2007
Associated Applications: Road Variance Decision No. L07V0105 (Attachment 2)
Drainage Adjustment Decision No. L07V0058 (Attachment 3)

C. HISTORY/BACKGROUND

The Subdivision Technical Committee (STC) of King County has conducted an on-site examination of the subject property. The STC has discussed the proposed development with the applicant to clarify technical details of the application, and to determine the compatibility of this project with applicable King County plans, codes, and other official documents regulating this development.

As a result of preliminary discussions, the applicant presented the Technical Committee with a revised plat on December 27, 2007. The primary modifications include:

- Revision in the configuration of the stormwater pond to achieve the required length without using a berm to meet the design requirements;
- Relocation of the cul-de-sac bulb and the recreation tract.

D. NATURAL ENVIRONMENT

1. Topography: The southeast portion of the site is level. Slopes on the remainder of the property are gentle, with a maximum slope of approximately 10%. Most of the property drains to the northwest. The northeast portion of the site drains to the northeast.

2. Soils: AmC and AgC soils are found on this site per King County Soil Survey, 1973.

AgC - Alderwood gravelly, sandy loam; 6-15% slopes. Runoff is slow to medium and the hazard of erosion is moderate. This soil has a moderate limitation for foundations, due to a seasonally high water table and slope. It has a severe limitation for septic tank filter fields due to very slow permeability in the substratum.

AmC - Arenas, Alderwood material, 6-15% slopes. Runoff is medium, and the erosion hazard is moderate to severe.

3. Wetland/Streams: The site lies within the Lower Green River sub-basin.

A wetland report, dated October 16, 2006, was prepared by J. Aaron Will and Ed Sewall of Sewall Wetland Consulting, Inc. The report states that there is a wetland located offsite to the northwest; however, the wetland does not extend onto the property.

The Sewall report concludes the off-site wetland should be considered a Category 2 wetland under King County's classification system, which would require a 125-foot-wide wetland buffer. A 125-foot buffer has been proposed in the short plat design, and DDES Critical Areas staff concur with the Category 2 designation and the proposed buffer

4. Vegetation: Evergreen trees exist along the north and west margins of the site, and are scattered within the interior of the property. The remainder of the property is vegetated with grasses.
5. Wildlife: Birds and small animals are expected to inhabit the site. Larger species may visit it on occasion. No threatened or endangered species are known to exist on or near the property.
6. Mapped Critical Areas: According to King County's GIS mapping system, there are no mapped Critical Areas present on this site.

E. NEIGHBORHOOD CHARACTERISTICS

The subject property is located in an urbanizing area. Residential subdivisions exist to the north and west of the site, and to the south across South 296th St. To the east, the parcels range in size from approximately 10,000 to 14,500 sq. ft. with one parcel 1.16 acres.

At the time the subject short plat application was filed, the site was located in unincorporated King County, just west of the Auburn city limits. It subsequently became part of the West Hill Annexation area that was annexed to the City of Auburn on January 1, 2008. Since the application was filed before the annexation occurred, it is subject to King County requirements.

F. DESIGN FEATURES

1. **Density, Lot Pattern, Comprehensive & Community Plan/SDO:** The proposal complies with the lot area, lot width, and density requirements of the King County Code (KCC 21A). It is designated Urban in the King County Comprehensive Plan and is located in the Federal Way Community Planning Area.
2. **Access/Roadway Section:** The project is located along the north side of South 296th Street, an urban collector arterial. Eight new lots will be served from a new on-site cul-de-sac street that will access South 296th Street at the existing 57th Place South intersection. South 296th has a shoulder-type frontage along the project, and the proposed urban improvements will bring the frontage up to current standards. A road variance (L07V0105) allowed the intersection spacing between the new cul-de-sac street and 57th Place South to be slightly offset. It also allowed reduced intersection spacing from South 295th Place to the west.
3. **Drainage:** Storm water runoff (from the relatively flat site) drains in the form of sheet flow into two basins. The majority of the site drains to the northwest, leaving the property along the west and north property boundaries. Flow is to the northwest to a wetland that flows north and then northeast to a stream (designated Tributary 0045 of the Mullen Slough drainage area). This stream flows through a deep ravine to the point where it spills out onto the valley floor. The remainder of the site (the northeast corner) drains to the northeast by sheet flow across adjacent properties to the drainage system along 59th Avenue South, and joins the same drainage path at the point where the above stream crosses 59th Avenue South. A Drainage Adjustment (L07V0058) allows for the two drainages to be combined into the on-site flow control facility.

The Level 1 Downstream Analysis identified a number of complaints of flooding and drainage problems downstream from the site, including problems classified as severe flooding problems, particularly at South 287th Street. Most of these drainage problems, although possibly not all, have been resolved by proper routine maintenance such as cleaning ditches and pipes. In order to prevent aggravating flood volumes, a Level 3 (Flood Problem) flow control will be applied to the project, although the project site comprises less than 5% of the tributary area.

The City of Auburn has requested that the proposed wetpond be merged with the adjacent existing pond. Increased storage could be realized and at the same time, the area required for the on-site drainage facility could be reduced. The applicant will consider this plan during the final engineering review of the short plat.

G. PUBLIC SERVICES:

1. **Sewage Disposal:** The applicant proposes to serve the subject subdivision by means of a public sewer system managed by the Lakehaven Utility District. The Certificate of Sewer Availability was issued by the District on July 10, 2006.
2. **Water Supply:** The applicant proposes to serve the subject subdivision with a public water supply and distribution system managed by the Lakehaven Utility District. The Certificate of Water Availability was issued by the District on July 10, 2006.
3. **Schools:** This proposal has been reviewed under RCW 58.17.110 and KCC 21A.28 (School Adequacy).
 - a. **School Facilities:** The subject subdivision will be served by Meredith Elementary, Kilo Middle School and Thomas Jefferson High School, all located within the Federal Way No. 210 School District.
 - b. **School Capacity:** The Federal Way School Board has adopted capacity figures which indicate their ability to accommodate the anticipated students generated by this proposal.

- c. **School Impact Fees:** King County Code 21A.43 requires that an impact fee per lot be imposed to fund school system improvements to serve new development within this district. However, in the case of short subdivision applications, KCC 21A.43 provides that school impact fees be paid at the time of building permit issuance for future residences constructed on short plat lots. Since the subject property has been annexed to the City of Auburn, the proposed lots of this short plat will be subject to any applicable school impact fees adopted by the City, rather than the County's school impact fee. The County impact fee adopted for the Federal Way School District is currently \$3,018 per new single family residential dwelling unit.
- d. **School Access:** The District has indicated that all future students from this subdivision will be bussed to their schools. The bus stop for the elementary and middle school buses is located at the intersection of 59th Avenue South and South 294th Street. The bus stop for the high school is located at the intersection of South 296th Street and 61st Avenue South. The walking routes to the bus stops consist of paved shoulders.

H. **SEPA THRESHOLD DETERMINATION:**

This short subdivision application is exempt from review under the State Environmental Policy Act (SEPA), RCW 43.21C.

I. **FINDINGS/CONCLUSIONS:**

The subject subdivision will comply with the goals and objectives of the King County Comprehensive Plan and will comply with the requirements of the Subdivision and Zoning Codes and other official land use controls of King County (i.e. 1993 King County Road Standards, 1998 Surface Water Design Manual, etc.), based upon the conditions for final short plat approval.

J. **DECISION:**

Proposed Short Plat L06S0067, revised and received December 27, 2007 and described by Attachment 1 of this report, is **GRANTED PRELIMINARY APPROVAL**; subject to the following conditions of final approval:

1. **KCC Title 19A – Compliance with Final Short Subdivision Requirements**

- A. This short plat shall comply with all of the Land Segregation provisions of King County Code (KCC) Title 19A.
- B. The final short subdivision recording documents must be prepared by a professional land surveyor, licensed in the State of Washington. These documents shall comply with the conditions of approval listed in this letter.
- C. The final review process must be completed prior to the recording of the short subdivision or the sale of any lots contained within. The Department of Development and Environmental Services (DDES) strongly recommends that the final short plat review package be submitted to the Department at least one year prior to the expiration date of the preliminary approval letter.
- D. All persons having an ownership interest in the subject property shall sign on the face of the final short subdivision.
- E. All utilities within proposed rights-of-way must be included within a franchise approved by either the King County Council or the City of Auburn, as appropriate, prior to final short plat recording.

- F. Prior to recording KCC 19A.08.160 requires that the following site work is completed:
1. Drainage facilities and erosion control measures are consistent with K.C.C. 9.04.090;
 2. Water mains and hydrants (if required) are installed and fire flow is available;
 3. Undeveloped critical areas are delineated.
2. **Access Requirements (Title 14 KCC) 1993 King County Road Design and Construction Standards (KCRS)**

Roadway improvements are required to address access requirements and impacts to existing roads and right-of-way. All construction and upgrading of public and private roads shall be done in accordance with the 1993 King County Road Standards established and adopted by Ordinance No. 11187, as amended (KCRS). The proposed short subdivision shall comply with the KCRS including the following requirements, unless otherwise approved by DDES:

The extent of improvements (conditioned below) requires submittal of engineering plan and profiles and appropriate review fees. Plans shall be prepared and stamped by a professional engineer licensed in the State of Washington and contain the applicable elements outlined in KCRS and/or the 2005 Surface Water Design Manual (see Section 2.2.2). Please note that the applicant should submit the plans a minimum of one year prior to the preliminary approval expiration date.

- A. A road variance application regarding intersection spacing was approved by King County on May 1st, 2008 (File No. L07V0105). The final engineering plans for the short plat shall comply with all conditions of approval for the road variance decision.
- B. Tract D shall be improved as a private joint use driveway (JUD) serving lots 4 and 5. These lots shall have undivided ownership of the tract and be responsible for its maintenance. As specified in KCRS 3.01C, the driving surface shall be paved 18-feet in width (tract width 20 feet) and have a minimum tract length of 20-feet from the right-of-way. Please look under DDES application packets at www.metrokc.gov/ddes/forms for detailed information on driveway connections.
- C. A cul-de-sac shall be provided at the terminus of the site access road consistent with KCRS 2.08.
- D. South 296th Street is classified as a collector arterial street (KCRS 2.02). Urban frontage improvements (including curb, gutter and sidewalk) shall be constructed along the frontage of this road consistent with a (2/3) lane ultimate road design with bike lane.
- Direct access to arterial roads is controlled with infrequent access points (KCRS Section 2.02). No direct access to South 296th Street will be allowed from the lots that abut it. A note to this effect shall appear on the final plat map and final engineering plans.
- E. Access for the existing house shall be from the new site access road. The existing driveway access to South 296th Street shall be removed (Section 3.01 B.2).
- F. Additional right-of-way shall be dedicated along the South 296th Street frontage to provide 30 feet from the road centerline (KCRS 2.02), and a 25 foot property line radius shall be provided at the intersection with the site access road.

- G. The intersection of site access shall be designed consistent with KCRS Section 2.10 with minimum stopping site distance (KCRS Sec. 2.12). The minimum entering site distance shall be provided and verified (KCRS Sec. 2.13). Street illumination shall be provided at intersections with arterials in accordance with KCRS Sec. 5.05.
- H. Because power poles along the road frontage fall within the minimum clear zone for safety, they are required to be relocated prior to recording (KCRS Section 5.11). Field verification that this condition has been satisfied prior to final plat approval is required.
- I. Driveway connections to the on-site road shall be constructed according to KCRS 3.01.

Modifications to the above road improvement conditions may be considered by King County pursuant to the variance procedures in KCRS 1.08. Any request for a road variance shall be submitted to DDES on the appropriate form and with the minimum fee deposit. Other engineering details that may be shown on the preliminary site plan with the exception of the above may not have been reviewed for compliance with KCRS. If differences exist, the final design shall be modified to meet KCRS. In addition to the above conditions, a right-of-way construction permit is required for any utility work in County right-of-way.

3. Surface Water Management and Control (Title 9 KCC) – 2005 King County Surface Water Design Manual (SWDM)

FULL DRAINAGE REVIEW

Final short plat approval shall require full compliance with the drainage provisions set forth in King County Code (KCC) 9.04. Compliance may result in reducing the number and/or location of lots as shown on the preliminary approved plat. Preliminary review has identified the following conditions of approval, which represent portions of the drainage requirements. All other applicable requirements in KCC 9.04 and the SWDM must also be satisfied during engineering and final review. The engineering plans shall comply with the following conditions unless otherwise approved by DDES.

- A. Drainage plans and analysis shall comply with the 2005 SWDM. DDES approval of the drainage and roadway plans is required prior to any construction.
- B. Standard plan notes and a construction sequence as specified in the SWDM shall be shown on the engineering plans (Reference Section 7B).
- C. As required in Chapter 2 of the Drainage Manual, a storm water pollution prevention and spill (SWPPS) plan shall be included with the project engineering plans.
- D. To implement the required Best Management Practices (BMP) for treatment of storm water, the final engineering plans and technical information report (TIR) shall clearly demonstrate compliance with all applicable design standards. As described in Chapter 5 of the Drainage Manual, a subdivision project may implement the required BMPs or defer the BMP requirements until future review of building permits. In either case, the final engineering plans shall clearly indicate the applicable BMP standards and requirements for implementation on the recorded plat. Any proposed clearing and grading of the site shall also comply with the soil amendment requirements in KCC 16.82.100.
- E. A proposal to implement the required BMPs for development of the subdivision and to receive credit in sizing the flow control facility should be included with the engineering submittal. The engineering plans and technical information report shall provide all required design standards and procedures for implementing the BMPs when applied. During

engineering review, the applicant may also choose alternative designs for best management practices as allowed by the SWDM. The final recorded plat shall include covenants, easements, notes, and other details to implement the BMPs for site development when applied.

- F. Storm water facilities shall be designed using the KCRTS Flood Problem flow control standard. Water quality facilities shall also be provided using the Basic protection menu. The size of the proposed drainage tracts may have to increase to accommodate the required detention storage volumes and water quality facilities. All runoff control facilities shall be located in a separate tract and dedicated to the City of Auburn unless portions of the drainage tract are used for recreation space in accordance with KCC 21A.14.180.
- G. If the storm water BMPs are deferred until building permit review, the following note shall be shown on the final recorded plat:

"Permit applications for buildings or other improvements constructed on lots created by this subdivision must be reviewed by the City of Auburn for compliance with Best Management Practices (BMPs) and other applicable drainage standards as specified in the SWDM. As determined by the City, the permit applicant for each lot must prepare a drainage site plan with procedures for design and maintenance details, and record a declaration of covenant and grant of easement for implementation of the BMPs."
- H. The merging of the on-site drainage facilities with the adjacent existing drainage pond may be considered during the engineering review phase of the project. The arrangement of the facilities may be revised, including the drainage tract and recreation tract boundaries. These changes would be considered minor.
- I. The engineering plans shall comply with the conditions of the drainage adjustment (File No. L07S0058, approved on April 10, 2008).

DRAINAGE ADJUSTMENTS

Consistent with the authority and procedures outlined in Chapter 1.4 of the SWDM, drainage adjustments to any of the above requirements may be considered. Adjustments shall be submitted to DDES on the appropriate form and with the minimum fee deposit.

4. Site Improvement Inspections, Fees and Financial Guarantees (Title 19 & 27 KCC)

This short plat was conditioned to construct/reconstruct road access/right-of-way improvements and/or drainage facilities. Approved engineering plans, inspection fee and applicable financial guarantees are required prior to either starting construction or recording this short plat. At the time of engineering plan approval, you will be notified of the fee amount that will be required to inspect construction and the amount shall be deposited with DDES. You will also be notified of the financial guarantee amount(s) required prior to scheduling of the pre-construction meeting. Please note that the pre-construction meeting is mandatory prior to the start of any work (including site clearing) or the recording of the short plat.

5. **Health (KCC 13)**

This project is exempt from further King County Health Department review. However, if improvements are required by the sewer and/or water purveyor to serve the lots in this short plat, then written documentation shall be provided from said purveyor(s) to verify that the required improvements have been bonded and/or installed, and all necessary easements have been provided, prior to final recording of the short plat.

6. **Building and Construction Standards – Significant Tree Retention (Title 16)**

The applicant shall comply with all applicable provisions of KCC Chapter 16.82, including KCC 16.82.156 concerning the preservation of "significant trees" on short subdivisions located in the King County "Urban" designated area. A detailed tree retention plan, which complies with KCC 16.82.156B2 and other applicable requirements of this Code section, shall be submitted to DDES for review and approval prior to engineering plan approval. Bonding may be required by DDES to assure implementation of the tree retention plan. No clearing or grading of the site shall occur until DDES approves the detailed tree retention plan and engineering plans.

7. **Fire Code (KCC 17 KCC – Section 902 of the 1997 Edition of the Uniform Fire Code)**

Preliminary Fire Engineering approval has been granted with the following condition:

******SPRINKLERS REQUIRED******

Any future residences constructed on proposed lots 2 through 7 are required to be sprinklered (NFPA 13D) unless the requirement is removed by the King County Fire Marshal or his/her designee. The International Fire Code (IFC) requires that all portions of the exterior walls of buildings to be within 150 feet as a person would walk via an approved route around the structures) from approved fire apparatus access. Approved access is a minimum 20-foot wide unobstructed driving surface. The following conditions must be met before removal of the sprinkler requirement can be considered for proposed lots 2, 3, 6, and 7:

- No on-street parking can be permitted on 57th Place South (including the cul-de-sac).
- A fire hydrant has to be located within 350 feet (vehicular travel distance) of all building envelopes.

In addition to the above requirements, the joint-use driveway driving surface on proposed Tract B has to have a minimum unobstructed driving surface width of 20 feet before the sprinkler requirements can be removed from proposed lots 4 and 5.

8. **Zoning Code (Title 21A KCC)**

A. **Density and Dimensions (KCC 21A.12)**

All lots shall meet the density and dimensions requirements of the R 4 zone classification or shall be as shown on the face of the approved preliminary short subdivision, whichever is larger. Minor revisions to the short subdivision, which do not result in substantial changes and/or do not create additional lots, may be approved at the discretion of the Department of Development and Environmental Services.

B. **Street Trees (KCC 21A.16) – Street trees shall be provided as follows (per KCRS 5.03 and KCC 21A.16.050):**

1. Trees shall be planted at a rate of one tree for every 40 feet of frontage along all roads. Spacing may be modified to accommodate sight distance requirements for driveways and intersections.
 2. Trees shall be located within the street right-of-way and planted in accordance with Drawing No. 5-009 of the 1993 King County Road Standards, unless the City of Auburn determines that trees should not be located in the street right-of-way.
 3. If the City determines that the required street trees should not be located within the right-of-way, they shall be located no more than 20 feet from the street right-of-way line.
 4. The trees shall be owned and maintained by the abutting lot owners or the homeowners association or other workable organization unless the City has adopted a maintenance program. Ownership and maintenance shall be noted on the face of the final recorded plat.
 5. The species of trees shall be approved by DDES if located within the right-of-way, and shall not include poplar, cottonwood, soft maples, gum, any fruit-bearing trees, or any other tree or shrub whose roots are likely to obstruct sanitary or storm sewers, or that is not compatible with overhead utility lines.
 6. The applicant shall submit a street tree plan and bond quantity sheet for review and approval by DDES prior to engineering plan approval.
 7. The applicant shall contact Metro Service Planning at (206) 684-1622 to determine if South 296th Street is on a bus route. If it is, the street tree plan shall also be reviewed by Metro.
 8. The street trees must be installed and inspected, or a performance bond posted prior to recording of the plat. If a performance bond is posted, the street trees must be installed and inspected within two years of recording of the plat. At the time of inspection, if the trees are found to be installed per the approved plan, a maintenance bond must be submitted or the performance bond replaced with a maintenance bond, and held for two years. After two years, the maintenance bond may be released after the City has completed a second inspection and determined that the trees have been kept healthy and thriving.
- C. All existing buildings on the site which cross proposed property lines and are shown to be removed on the preliminary short plat map shall be removed prior to final recording of the short plat.
9. **Road Mitigation Payment System (KCC 14.75)**
- The site is located in King County Road MPS Zone 236 and the current established MPS fee is \$200 per new single family residential unit. The applicant or subsequent owner shall comply with Road Mitigation Payment System (MPS), King County Code 14.75, by paying the required MPS fee and administration fee as follows. The applicant has an option to either:
- A. Pay the MPS fee at final short plat recording, or
 - B. Pay the applicable City of Auburn road impact fee at the time of building permit issuance.

If the first option is chosen, the fee paid shall be the fee in effect at the time of short plat application and a note shall be placed on the face of the short plat that reads, "All road impact fees required by King County Code 14.75, Mitigation Payment System (MPS) have been paid."

If the second option is chosen, the fee paid shall be the amount adopted by the City of Auburn as a road impact fee and in effect as of the date of the building permit application.

10. Recreation Space -- (KCC 21A.14)

Suitable recreation space shall be provided consistent with the requirements of K.C.C. 21A.14.180 and K.C.C. 21A. 14.190 (i.e., sport court[s], children's play equipment, picnic table[s], benches, etc.).

- A. A detailed recreation space plan (i.e., location, area calculations, dimensions, landscape specs, equipment specs, etc.) shall be submitted for review and approval by DDES prior to or concurrent with the submittal of engineering plans.
- B. A performance bond for recreation space improvements shall be posted prior to recording of the plat.

A homeowner's association or other workable organization shall be established to the satisfaction of DDES which provides for the ownership and continued maintenance of the open space and Critical Area Tract(s).

11. Critical Areas (KCC 21A.24)

1. The Category 2 wetland located off-site to the northwest of the subject property shall have a 125 foot buffer, as measured from the wetland edge.
2. The wetland buffer within the subject property shall be placed in Critical Area Tracts (CAT) for long term protection. A four foot high split railed fence or similar shall be installed along the CAT boundary. Critical Area signs shall be installed on or near the fence.
3. A 15' building set back line (BSBL) is required from the edge of Critical Area Tracts and shall be shown on affected adjacent lots and tracts in the subject short plat.
4. Prior to construction or clearing activities on site, the CAT boundaries shall be clearly marked with orange construction fencing or similar, and shown on the engineering plans. The fencing shall remain in place until all clearing and construction is completed.
5. The engineering plans shall be submitted and reviewed by Critical Areas staff.
6. The following note shall appear on the final short plat and engineering plans:

**RESTRICTIONS FOR CRITICAL AREA TRACTS AND CRITICAL
AREA BUFFERS**

Dedication of critical area tract(s) and buffer conveys to the public a beneficial interest in the land within the tract/critical area and buffer. This interest includes the preservation of native vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, and protection of plant and animal habitat. The critical area tract/critical area and buffer imposes upon all present and future owners and occupiers of the land subject to the tract/critical area and buffer the obligation, enforceable on behalf of the public by the City of Auburn, to leave undisturbed all trees and other vegetation within the

tract/sensitive area and buffer. 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, unless otherwise provided by law.

The common boundary between the tract/critical area and buffer and the area of development activity must be marked or otherwise flagged to the satisfaction of the City prior to any clearing, grading, building construction or other development activity on a lot subject to the critical area tract/critical area and buffer. The required marking or flagging shall remain in place until all development proposal activities in the vicinity of the critical area are completed.

No building foundations are allowed beyond the required 15-foot building setback line, unless otherwise provided by law.

Other Considerations

- A. Preliminary approval of this application does not limit the applicant's responsibility to obtain any required permit or license from the State or other regulatory body. This may include, but not be limited to, obtaining a forest practice permit, an HPA permit, building permits, and other types of entitlements as necessitated by circumstances.
- B. Development of the subject property may require registration with the Washington State Department of Licensing, Real Estate Division.

Parties and Persons of Interest:

Bill VanEnglenberg, Wolverine Dev. Group, LLC, 25302 139th Pl. SE, Kent, WA 98042
Alexia Dorsch, Barghausen Consulting Engineers, Inc., 18215 72nd Ave. S., Kent, WA 98032
Hal Grubb, P.E., Barghausen Consulting Eng., Inc., 18215 72nd Ave. S., Kent, WA 98032
Auburn Planning Bldg. & Comm. Dev., 25 West St., Auburn, WA 98001
Teresa L. & David J. Bachman, 5820 S. 296th St., Auburn, WA 98001
Eric Bean, 29416 59th Ave. S., Auburn, WA 98001
Angela McGregor, 33405 6th Ave. S., Federal Way, WA 98003
Kelly Whiting, KCDOT Road Services Division, MS:KSC-TR-0231
Carol Rogers, FG MU, DDES
Steve Townsend, Supervisor, LUIS/LUSD, DDES
Jim Sanders, P.E., Development Engineer, Engineering Review Section, LUSD, DDES
Curtis Foster, P.E., Senior Engineer, Engineering Review Section, LUSD, DDES
Mark Follmer, P.E., Project Engineer, Engineering Review Section, LUSD, DDES
Steve Botthelm, Supervisor, Current Planning Section, LUSD, DDES
Kim Claussen, Program/Project Manager III, Current Planning Section, LUSD, DDES
Lanny Henoch, Program/Project Manager III, Current Planning Section, LUSD, DDES
Angélica Velásquez, Program/Project Manager II, Current Planning Section, LUSD, DDES



PRELIMINARY GRIFFIN PLAT
FOR
BRYS COVE
 A PORTION OF THE NE 1/4 SECTION 18, TOWNSHIP 24 N, RANGE 14 E, WA
 KING COUNTY, WASHINGTON

LOCAL JURISDICTION

THE PLAT IS SUBJECT TO THE JURISDICTION OF THE KING COUNTY BOARD OF SUPERVISORS AND THE KING COUNTY PUBLIC UTILITIES DEPARTMENT.

LOCAL ORDINANCES

THE PLAT IS SUBJECT TO THE KING COUNTY ORDINANCES, INCLUDING THE KING COUNTY SUBDIVISION MAP ACT AND THE KING COUNTY ZONING ORDINANCES.

RECORDATION RECORD TABLE

BOOK	PAGE	DATE	RECORD
1	1	1/1/2010	RECORD
2	2	2/1/2010	RECORD
3	3	3/1/2010	RECORD
4	4	4/1/2010	RECORD
5	5	5/1/2010	RECORD
6	6	6/1/2010	RECORD
7	7	7/1/2010	RECORD
8	8	8/1/2010	RECORD
9	9	9/1/2010	RECORD
10	10	10/1/2010	RECORD
11	11	11/1/2010	RECORD
12	12	12/1/2010	RECORD
13	13	1/1/2011	RECORD
14	14	2/1/2011	RECORD
15	15	3/1/2011	RECORD
16	16	4/1/2011	RECORD
17	17	5/1/2011	RECORD
18	18	6/1/2011	RECORD
19	19	7/1/2011	RECORD
20	20	8/1/2011	RECORD
21	21	9/1/2011	RECORD
22	22	10/1/2011	RECORD
23	23	11/1/2011	RECORD
24	24	12/1/2011	RECORD
25	25	1/1/2012	RECORD
26	26	2/1/2012	RECORD
27	27	3/1/2012	RECORD
28	28	4/1/2012	RECORD
29	29	5/1/2012	RECORD
30	30	6/1/2012	RECORD
31	31	7/1/2012	RECORD
32	32	8/1/2012	RECORD
33	33	9/1/2012	RECORD
34	34	10/1/2012	RECORD
35	35	11/1/2012	RECORD
36	36	12/1/2012	RECORD
37	37	1/1/2013	RECORD
38	38	2/1/2013	RECORD
39	39	3/1/2013	RECORD
40	40	4/1/2013	RECORD
41	41	5/1/2013	RECORD
42	42	6/1/2013	RECORD
43	43	7/1/2013	RECORD
44	44	8/1/2013	RECORD
45	45	9/1/2013	RECORD
46	46	10/1/2013	RECORD
47	47	11/1/2013	RECORD
48	48	12/1/2013	RECORD
49	49	1/1/2014	RECORD
50	50	2/1/2014	RECORD
51	51	3/1/2014	RECORD
52	52	4/1/2014	RECORD
53	53	5/1/2014	RECORD
54	54	6/1/2014	RECORD
55	55	7/1/2014	RECORD
56	56	8/1/2014	RECORD
57	57	9/1/2014	RECORD
58	58	10/1/2014	RECORD
59	59	11/1/2014	RECORD
60	60	12/1/2014	RECORD
61	61	1/1/2015	RECORD
62	62	2/1/2015	RECORD
63	63	3/1/2015	RECORD
64	64	4/1/2015	RECORD
65	65	5/1/2015	RECORD
66	66	6/1/2015	RECORD
67	67	7/1/2015	RECORD
68	68	8/1/2015	RECORD
69	69	9/1/2015	RECORD
70	70	10/1/2015	RECORD
71	71	11/1/2015	RECORD
72	72	12/1/2015	RECORD
73	73	1/1/2016	RECORD
74	74	2/1/2016	RECORD
75	75	3/1/2016	RECORD
76	76	4/1/2016	RECORD
77	77	5/1/2016	RECORD
78	78	6/1/2016	RECORD
79	79	7/1/2016	RECORD
80	80	8/1/2016	RECORD
81	81	9/1/2016	RECORD
82	82	10/1/2016	RECORD
83	83	11/1/2016	RECORD
84	84	12/1/2016	RECORD
85	85	1/1/2017	RECORD
86	86	2/1/2017	RECORD
87	87	3/1/2017	RECORD
88	88	4/1/2017	RECORD
89	89	5/1/2017	RECORD
90	90	6/1/2017	RECORD
91	91	7/1/2017	RECORD
92	92	8/1/2017	RECORD
93	93	9/1/2017	RECORD
94	94	10/1/2017	RECORD
95	95	11/1/2017	RECORD
96	96	12/1/2017	RECORD
97	97	1/1/2018	RECORD
98	98	2/1/2018	RECORD
99	99	3/1/2018	RECORD
100	100	4/1/2018	RECORD
101	101	5/1/2018	RECORD
102	102	6/1/2018	RECORD
103	103	7/1/2018	RECORD
104	104	8/1/2018	RECORD
105	105	9/1/2018	RECORD
106	106	10/1/2018	RECORD
107	107	11/1/2018	RECORD
108	108	12/1/2018	RECORD
109	109	1/1/2019	RECORD
110	110	2/1/2019	RECORD
111	111	3/1/2019	RECORD
112	112	4/1/2019	RECORD
113	113	5/1/2019	RECORD
114	114	6/1/2019	RECORD
115	115	7/1/2019	RECORD
116	116	8/1/2019	RECORD
117	117	9/1/2019	RECORD
118	118	10/1/2019	RECORD
119	119	11/1/2019	RECORD
120	120	12/1/2019	RECORD
121	121	1/1/2020	RECORD
122	122	2/1/2020	RECORD
123	123	3/1/2020	RECORD
124	124	4/1/2020	RECORD
125	125	5/1/2020	RECORD
126	126	6/1/2020	RECORD
127	127	7/1/2020	RECORD
128	128	8/1/2020	RECORD
129	129	9/1/2020	RECORD
130	130	10/1/2020	RECORD
131	131	11/1/2020	RECORD
132	132	12/1/2020	RECORD
133	133	1/1/2021	RECORD
134	134	2/1/2021	RECORD
135	135	3/1/2021	RECORD
136	136	4/1/2021	RECORD
137	137	5/1/2021	RECORD
138	138	6/1/2021	RECORD
139	139	7/1/2021	RECORD
140	140	8/1/2021	RECORD
141	141	9/1/2021	RECORD
142	142	10/1/2021	RECORD
143	143	11/1/2021	RECORD
144	144	12/1/2021	RECORD
145	145	1/1/2022	RECORD
146	146	2/1/2022	RECORD
147	147	3/1/2022	RECORD
148	148	4/1/2022	RECORD
149	149	5/1/2022	RECORD
150	150	6/1/2022	RECORD
151	151	7/1/2022	RECORD
152	152	8/1/2022	RECORD
153	153	9/1/2022	RECORD
154	154	10/1/2022	RECORD
155	155	11/1/2022	RECORD
156	156	12/1/2022	RECORD
157	157	1/1/2023	RECORD
158	158	2/1/2023	RECORD
159	159	3/1/2023	RECORD
160	160	4/1/2023	RECORD
161	161	5/1/2023	RECORD
162	162	6/1/2023	RECORD
163	163	7/1/2023	RECORD
164	164	8/1/2023	RECORD
165	165	9/1/2023	RECORD
166	166	10/1/2023	RECORD
167	167	11/1/2023	RECORD
168	168	12/1/2023	RECORD
169	169	1/1/2024	RECORD
170	170	2/1/2024	RECORD
171	171	3/1/2024	RECORD
172	172	4/1/2024	RECORD
173	173	5/1/2024	RECORD
174	174	6/1/2024	RECORD
175	175	7/1/2024	RECORD
176	176	8/1/2024	RECORD
177	177	9/1/2024	RECORD
178	178	10/1/2024	RECORD
179	179	11/1/2024	RECORD
180	180	12/1/2024	RECORD
181	181	1/1/2025	RECORD
182	182	2/1/2025	RECORD
183	183	3/1/2025	RECORD
184	184	4/1/2025	RECORD
185	185	5/1/2025	RECORD
186	186	6/1/2025	RECORD
187	187	7/1/2025	RECORD
188	188	8/1/2025	RECORD
189	189	9/1/2025	RECORD
190	190	10/1/2025	RECORD
191	191	11/1/2025	RECORD
192	192	12/1/2025	RECORD
193	193	1/1/2026	RECORD
194	194	2/1/2026	RECORD
195	195	3/1/2026	RECORD
196	196	4/1/2026	RECORD
197	197	5/1/2026	RECORD
198	198	6/1/2026	RECORD
199	199	7/1/2026	RECORD
200	200	8/1/2026	RECORD
201	201	9/1/2026	RECORD
202	202	10/1/2026	RECORD
203	203	11/1/2026	RECORD
204	204	12/1/2026	RECORD
205	205	1/1/2027	RECORD
206	206	2/1/2027	RECORD
207	207	3/1/2027	RECORD
208	208	4/1/2027	RECORD
209	209	5/1/2027	RECORD
210	210	6/1/2027	RECORD
211	211	7/1/2027	RECORD
212	212	8/1/2027	RECORD
213	213	9/1/2027	RECORD
214	214	10/1/2027	RECORD
215	215	11/1/2027	RECORD
216	216	12/1/2027	RECORD
217	217	1/1/2028	RECORD
218	218	2/1/2028	RECORD
219	219	3/1/2028	RECORD
220	220	4/1/2028	RECORD
221	221	5/1/2028	RECORD
222	222	6/1/2028	RECORD
223	223	7/1/2028	RECORD
224	224	8/1/2028	RECORD
225	225	9/1/2028	RECORD
226	226	10/1/2028	RECORD
227	227	11/1/2028	RECORD
228	228	12/1/2028	RECORD
229	229	1/1/2029	RECORD
230	230	2/1/2029	RECORD
231	231	3/1/2029	RECORD
232	232	4/1/2029	RECORD
233	233	5/1/2029	RECORD
234	234	6/1/2029	RECORD
235	235	7/1/2029	RECORD
236	236	8/1/2029	RECORD
237	237	9/1/2029	RECORD
238	238	10/1/2029	RECORD
239	239	11/1/2029	RECORD
240	240	12/1/2029	RECORD
241	241	1/1/2030	RECORD
242	242	2/1/2030	RECORD
243	243	3/1/2030	RECORD
244	244	4/1/2030	RECORD
245	245	5/1/2030	RECORD
246	246	6/1/2030	RECORD
247	247	7/1/2030	RECORD
248	248	8/1/2030	RECORD
249	249	9/1/2030	RECORD
250	250	10/1/2030	RECORD
251	251	11/1/2030	RECORD
252	252	12/1/2030	RECORD
253	253	1/1/2031	RECORD
254	254	2/1/2031	RECORD
255	255	3/1/2031	RECORD
256	256	4/1/2031	RECORD
257	257	5/1/2031	RECORD
258	258	6/1/2031	RECORD
259	259	7/1/2	

April 01, 2008

James Sanders, P.E.
Development Engineer
King County
Department of Development
and Environmental Services
900 Oakdale Avenue, SW
Renton, WA 98057-5212

Subject: Road Variance Recommendation to the City of Auburn Bry's Cove Preliminary
Short Plat (Files L06S0067 and L07V0105)

Dear Mr. Sanders:

The City of Auburn received on February 26, 2008 the engineering plans and documents for the proposed roadway variance for the Bry's Cove Preliminary Short Plat. The City of Auburn has reviewed the proposal and the city engineer is in agreement with the King County road variance recommendation for Bry's Cove Preliminary Short Plat.

Please let me know if you require any further information on this matter.

In addition we are concerned with the proposed detention pond for this project. The City of Auburn prefers to not allow small stormwater ponds in close proximity to each other. It would be the City's preference to have the existing and proposed ponds combined into one facility to serve the combined drainage areas that are tributary to the ponds.

Please let me know if you have any questions or need any additional information. You may contact me at (253)-804-5073 or by email at mbakken@auburnwa.gov.

Sincerely,



Monty Bakken, P.E.
Development Engineer

Cc: File
Ivana Halvorson, Barghausen Engineers, Inc.

MB/kl

AUBURN * MORE THAN YOU IMAGINED

CITY OF
AUBURN
WASHINGTON

Peter B. Lewis, Mayor

25 West Main Street * Auburn WA 98001-4998 * www.auburnwa.gov * 253-931-3000

May 5, 2008

Ms. Clair Jonson
King County
Department of Development and Environmental Services
900 Oakesdale Avenue Southwest
Renton, WA 98057-5212

RE: Bry's Cove Short Subdivision 2005 KCSWDM Adjustment Request (File No. L07V0058)

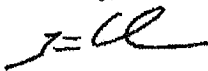
Dear Ms. Jonson:

On behalf of Dennis Selle, City Engineer, I have reviewed your recommended approval letter dated April 10, 2008 for the above referenced project. I concur with your findings and the recommendation to collect runoff from the project site and direct it to a single detention and water quality facility for discharge off-site.

The proposed detention and water quality facility for the Bry's Cove Short Subdivision is located adjacent to a small underutilized regional stormwater facility (parcel number 0221049221). This parcel, located at the northeast corner of South 296th Street and 57th Avenue South, recently transferred to the City of Auburn upon annexation. Currently, this pond has no outlet control, and serves only as a pass through facility with no attenuation of peak flows. In order to maximize the available storage in this tract, we are requesting that these two facilities be voluntarily merged into a single pond, with an appropriately designed single outlet. This is of particular importance given the history of the drainage complaints within the downstream system. If it is not possible for this to occur, then the Bry's Cove storm pond should be designed in a manner which will accommodate a future consolidation of these two storm facilities.

Thank you for the opportunity to review and comment on the proposed drainage adjustment. If you have any questions regarding this letter, or wish to discuss our request to combine the drainage facilities, please contact me at 253-804-5060.

Sincerely,



Tim Carlaw
Storm Drainage Engineer
Department of Public Works

TJC/hb

Cc: Dennis Selle, City Engineer
Monty Bakken, Development Engineer
Ivana Halvorsen, Senior Planner, Barghausen Consulting Engineers
File: Storm Misc.

AUBURN * MORE THAN YOU IMAGINED

SEP 29 2008



August 12, 2008

Lanny Henoeh, Project Manager
King County Department of Development and
Environmental Services
900 Oakesdale Avenue Southwest
Renton, WA 98057-5212

RE: Short Subdivision Application L06S0067, Bry's Cove
Parcel No. 022104-9042

Dear Mr. Henoeh:

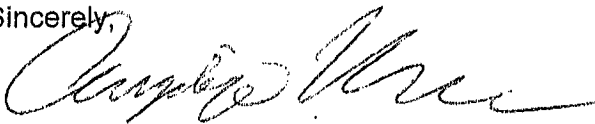
City staff has reviewed the subject application and concurs with the recommendation of approval with minor recommended conditions as outlined in the preliminary approval cover letter signed by the Director of Planning, Building and Community.

Per Section 2.3 of the interlocal agreement between the City of Auburn and King County, please find the enclosed for processing:

- Notice of Decision
- Report and Decision with preliminary approval cover letter
- Labels for Parties of Record and 500 foot radius list
- Customer Information Bulletin #25

If any appeals of the decision are filed, we will send confirmation and copy of any subsequent appeal decision issued by the City to your office.

Sincerely,



Angelique Moser, Planner
City of Auburn Planning, Building and Community

Cc: Joe Miles, Deputy Director, King County DDES

FILE
COPY

REPORT AND DECISION- PRELIMINARY APPROVAL COVER LETTER
Short Subdivision, King County File No. L06S0067

Description/Background: This application is a proposed short subdivision of 1.95 acres into 8 (eight) lots for detached single-family dwellings. At the time this short plat application was filed, the site was located in unincorporated King County and is subject to King County requirements. On January 1, 2008, the site was annexed to the City of Auburn as part of the West Hill Annexation area. Per the intergovernmental agreement between the City of Auburn and King County, the City of Auburn will review pending King County applications in the West Hill annexation area.

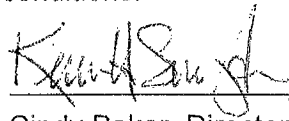
Review Findings: The following are minor recommended conditions from the City of Auburn Public Works Division:

1. Show the MUTCD standard R1-1 Stop Sign and Stop Bar.
2. Provide composite site plan showing all proposed improvements (driveways, utility stubs, street trees, illumination, fire hydrants to ensure no conflicts.
3. Illumination plans need to include supporting calculations and layout.
4. Provide street landscaping plan. Street trees need to be minimum of 20 foot separation from street lights and 5 feet from utilities. Provide root barriers within the landscape strips and where utilities are within 5 feet of the trees.
5. Provide sight distance triangles on a composite drawing that includes the proposed landscaping and other above ground obstructions. The area within the triangle must be free of any sight obscuring objects between 3 and 8 feet in height. Show sight distance triangles for their entire length and provide supporting calculations and statement as to whether per King County or City of Auburn Standards are used.
6. Provide striping plan for project.

Civil plan stage:

1. Provide a profile for the proposed street design.
2. Provide CBR rating for the new street subgrade in order to determine the street design section design (civil plan stage).

Decision: The City of Auburn Planning, Building and Community Division concurs with King County's recommendation of preliminary approval with conditions as outlined in the attached Report and Decision for Short Subdivision File No. L-6S0067 and the above recommended conditions.

 Assistant Director for Cindy Baker

Cindy Baker, Director
City of Auburn Planning, Building and Community



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5059

Date:

March 27, 2014

Department:

Parks/Art and Recreation

Attachments:

[Resolution No. 5059 and agreement](#)

[Exhibit to Agreement](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution 5059.

Background Summary:

The Auburn International Farmers Market has been awarded a grant in the amount of \$15,000.00 from King Conservation District to be used as follows: \$12,500.00 for marketing and \$2,500.00 for demonstrations and education.

Reviewed by Council Committees:

Municipal Services, Planning And Community Development

Councilmember: Peloza

Staff: Faber

Meeting Date: May 5, 2014

Item Number: RES.A

RESOLUTION NO. 5059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM KING CONSERVATION DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY AGREEMENTS TO ACCEPT SAID FUNDS

WHEREAS, the City of Auburn International Farmer's Market, on behalf of the City of Auburn, submitted an application to King Conservation District; and

WHEREAS, the City has been advised that it has been approved to receive a grant from said program in the amount of Fifteen Thousand and No/100s Dollars (\$15,000.00); and

WHEREAS, acceptance of the grant will benefit the citizens of Auburn.

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

Section 1. **Acceptance of Grant and Authorization of Agreement.** The City Council hereby accepts the King Conservation District grant, in the amount of Fifteen Thousand and No/100s Dollars (\$15,000.00), and authorizes the Mayor to execute the Agreement with King Conservation District in substantial conformity with the Agreement marked as Exhibit "A" attached hereto and incorporated herein by this reference.

Section 2. **Implementation.** The Mayor is further authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation, including assuring that the grant fund appropriation is included in the appropriate budget documents of the City.

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

SIGNED and DATED this _____ day of _____, 2014.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

**AGREEMENT FOR AWARD
OF KING CONSERVATION DISTRICT MEMBER JURISDICTION GRANT**

City of Auburn

This Agreement is made between the King Conservation District Number 9, a municipal corporation in King County, Washington, located at 1107 SW Grady Way, Suite 130, Renton, WA 98057 (referred to herein as "District"), and the City of Auburn, a municipal agency in King County, Washington, located at 910-9th Street SE, Auburn, WA 98002-6200 (referred to herein as "Recipient"), for the purposes set forth herein.

SECTION 1. RECITALS

1.1 Whereas, the District is a special purpose district organized and existing under authority of Chapter 89.08 RCW which engages in certain activities and programs to conserve natural resources, including soil and water, which activities are declared to be of special benefit to lands; and

1.2 Whereas, pursuant to RCW 89.08.400, King County has authorized and imposed a system of assessments to finance the activities and programs of the District; and

1.3 Whereas, pursuant to RCW 89.08.220, RCW 89.08.341 and/or Chapter 39.34 RCW, the District is authorized to enter into agreements with municipal entities and agencies (governmental or otherwise), or their designees, in order to carry out and facilitate the activities and programs of the District to conserve natural resources; and

1.4 Whereas, the District has reviewed the grant application submitted by Recipient and has determined that the application meets the requirements of Chapter 89.08 RCW and the District's policies and procedures for awarding grants; and

1.5 Whereas, the District and Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions relating to the District's award of a grant to Recipient.

SECTION 2. AGREEMENT

2.1 The District agrees to award Recipient a grant in the total amount of Fifteen Thousand Dollars (\$15,000.00) from KCD-Auburn Member Jurisdiction Collections. Grant funds shall be used by Recipient solely for the performance of the work described in Exhibit A which is attached hereto and incorporated herein by this reference. The District shall pay the grant funds to Recipient in accordance with the District's policies and procedures, including but not limited to, the policies and procedures contained in the Member Jurisdiction & WRIA Forum Grant Application Instructions and Policies, provided that such funds have been collected and received by the District.

2.2 Recipient represents and warrants that it will only use the grant funds for the work described in Exhibit A, which may be amended by the parties pursuant to Paragraph 3.3 of the Agreement. Recipient shall be required to refund to the District that portion of any grant funds which are used for unauthorized work. Further, Recipient agrees to return to the District any grant funds that are not expended or remain after completion of the work covered by this Agreement.

2.3 Recipient acknowledges and agrees that the grant funds may only be expended on work which shall be entirely within the District's jurisdictional boundaries. The following municipal entities are not within the District's jurisdictional boundaries: Enumclaw, Federal Way, Milton, Pacific, and Skykomish. Recipient shall be required to refund to the District that portion of any grant funds which are used for work performed outside the District's jurisdictional boundaries.

2.4 In the event the scope of work authorized by this Agreement includes the use of grant funds to purchase houses located on real property within a flood hazard area, Recipient acknowledges and agrees that grant funds may only be used for such purposes if the houses to be purchased were constructed before floodplain mapping or sensitive areas regulations were in place for that area. Recipient shall be required to refund to the District that portion of any grant funds which are used for unauthorized purposes.

2.5 Recipient shall be required to provide the District with biannual financial and project progress reports, along with an annual summary report. Financial and project reports shall be due June 30 and November 30 each year. The Recipient shall also be required to submit to the District a final report which documents the Recipient's completion of the work in conformance with this Agreement within thirty (30) days after the completion of the work. The final report shall, among other things, summarize the project's successes and shall address the regional benefits accomplished by the work. The final report shall also identify any obstacles or challenges which were encountered during the work, along with general recommendations regarding ways to avoid such obstacles or challenges in the future. If requested, Recipient agrees to provide the District with additional financial or progress reports from time to time, at reasonable intervals.

2.6 Recipient's expenditures of grant funds shall be separately identified in the Recipient's accounting records. If requested, Recipient shall comply with other reasonable requests made by the District with respect to the manner in which project expenditures are tracked and accounted for in Recipient's accounting books and records. Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principals and to meet the requirements of all applicable state and federal laws.

2.7 If the Recipient is a Washington municipal agency, Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS").

2.8 The District or its representative shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. Recipient shall cooperate with the District in any such audit.

2.9 Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established in the Revised Code of Washington and the Washington State Archivist.

2.10 Recipient shall ensure that all work performed by Recipient or its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources and which is in compliance with local, state and federal laws and regulations. Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.

2.11 Recipient agrees to indemnify, defend and hold harmless the District, its elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property allegedly resulting from the negligent or intentional acts of the Recipient or any of its employees, agents, contractors or subcontractors in connection with this Agreement.

2.12 Recipient agrees to acknowledge the District as a source of funding for this project on all literature, signage or press releases related to said project.

SECTION 3. GENERAL PROVISIONS

3.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.2 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.

3.3 No amendment to this Agreement shall be binding on any of the parties to this Agreement unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.

3.4 Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

DISTRICT:

By _____

Name _____

Title _____

Date _____

Approved as to Form:

DISTRICT LEGAL COUNSEL:By Eric FrimodtName Eric FrimodtDate 3/19/14**RECIPIENT:**

By _____

Name _____

Title _____

Date _____

Approved as to Form:

RECIPIENT'S ATTORNEY:By [Signature]Name Daniel B. HeidDate April 30 2014



Member Jurisdiction Grant Program Pilot Grant Application

Promoting sustainable uses of natural resources through
responsible stewardship

Project Title: Auburn International Farmers Market (AIFM) – Marketing and Promotion 2014 Season	
Applicant: City of Auburn, WA	Contact: Joanne Macnab
Principal Partners (if any):	Title: Auburn International Farmers Market Manager
Amount of KCD Funding Requested: \$15,000.00	Address: City of Auburn, Parks & Recreation 910 – 9 th St. SE Auburn, WA 98002-6200
Total Match (optional):	
Total Project Cost: \$60,000.00	
Project Start Date: January 2014	Phone: 253 266-2726
Project End Date: December 2014	Fax: 253 931-4005
Project Location: (Address, Parcel #, L&L Points, if site specific) Auburn Station Plaza, 23 A Street SW Auburn, WA 98001	E-mail: jmacnab@auburnwa.gov
King County Council District #: 7	State Legislative District# 47

Eligible projects:

- Must be within the boundaries of the King Conservation District or meet certain partnering requirements
- Must be with, or through, a member jurisdiction of the District, or an assigned partner such as a nonprofit organization or business
- Must be consistent with purposes and requirements of RCW Chapter 89.08, encouraging voluntary stewardship
- Leveraging other funding opportunities is encouraged

Ineligible projects include:

- Maintenance of existing facilities
- Improvements to non-natural areas of parks or existing recreational facilities

Application must

- Articulate specific goals and outcomes of the project
- Have an appropriate and reasonable budget meeting state auditor guidelines
- Specify milestones and timelines
- Identify the Project Lead and contact information
- Present clear roles for project partners

1. Criteria Checklist

Please check all boxes next to criteria below that your project addresses	
Natural Resource Improvement Action: Education and Outreach – to raise awareness, deepen knowledge, and change behaviors <i>(examples include fulfillment of municipal NPDES MS4 permit requirements; education about value of farmland, local farms and food systems, shorelines, salmon habitat, forests and other ecosystems)</i>	☒
Natural Resource Improvement Action: Capacity Building – to enhance the ability of organizations, agencies, residential landowners and other land owners and managers to implement best management practices and deliver natural resource management actions on the ground <i>(examples include urban agriculture development, assistance to private property owners to address challenging regulatory situations, preservation and/or expansion of urban and/or rural agricultural lands, rural and urban forest lands, riparian restoration and stewardship on private and public lands)</i>	☐
Natural Resource Improvement Action: Pilot and Demonstration Projects – to test and/or improve concepts and/or approaches in natural resource management that can be replicated by others <i>(examples include LID or green infrastructure demonstration projects, development of new best management practices, distribution of local farm products, urban agriculture e.g. farmers markets and backyard food production to promote or support social economic independence and healthy living)</i>	☒
Natural Resource Improvement Action: Direct Improvement of Natural Resource Conditions – to improve landscape and natural resource conditions as a result of direct action <i>(examples include supporting private property owners with land stewardship, water quality and aquatic and wildlife habitat resources, removal of invasive weeds, stewardship on public land)</i>	☐

As part of the education and demonstrations incorporated into the 2014 market season, the AIFM will work with King County Health Department, Washington State University Extension Programs, Washington State Farmers Market Association and other agencies to raise awareness, improve knowledge and work to change behavioral patterns through educational sessions and demonstrations. These conditions will showcase that buying local farm fresh products helps improve the economy, improves health and sustaining our environment. In addition, the AIFM will help educate and demonstrate that these purchasing practices can help reduce energy and transportation costs while providing a needed market place for local farmers.

Local farmers consider their business a primary livelihood. Typically, small local family farmers (as opposed to “factory” farmers) are more invested in the land, more concerned with conserving water, wasting less, reducing packaging, and depleting less topsoil through proper crop rotation and management. Small family farms are less likely to use large amounts of pesticides, hormones, or antibiotics, whose residues impact our water supply and environment, i.e., pesticides in fish and subsequently in humans. In addition, local sustainable farming conserves topsoil mineral wealth to a much greater extent than “factory” farming.

Farmers from around the state depend on farmers markets to maintain business and provide a return on their investment. This keeps local agriculture lands in production and strengthens the local economy. According to research conducted by Sustainable-Seattle, for every dollar spent at farmers markets, 62 cents is re-spent locally! In the AIFM 2013 season, vendor gross sales increased by 9%.

- 2. Project Description** – provide a brief description of the project that summarizes what you will do, how you will do it, and why you will do it. Describe target audience, outcomes, objectives and timelines.

The Auburn International Farmers Market (AIFM) was organized to provide a venue where local farmers could supply local buyers with farm fresh produce and opportunities to learn more about sustainable agriculture. The market is open on Sundays from mid-June through the end of September and serves as a weekend destination for Auburn’s downtown core. The market is located on the Sound Transit station plaza that serves both commuter rail and the Metro Bus Hub. The market began its planning in 2007 and opened its 1st season in June 2009.

To assist the market the first year, a volunteer group was formed and a market manager was hired by the City of Auburn, Parks Department to oversee market activities. Start-up supplies were purchased and vendor recruitment and training commenced. The market established a brand identity. It also invested in general advertising, including newspaper ads, banners, a-frame signage, postcards, posters and other media to promote the market to both customers and other vendors. The City of Auburn and the community embraced this opportunity to re-vitalize the city identity as a viable farming community.

The **1st season (2009)** of the Auburn International Farmers Market attracted 50 Washington farmers; 75% of them were full time farmers. The farm vendors provided 20,000 market shoppers an opportunity to learn where their food was produced, thereby, attaining the Auburn International Farmers Market first year goals. The market proved to be a valuable contribution to the downtown revitalization and local economy.

In the **2nd season (2010)**, the AIFM partnered with the Puget Sound Fresh Organization, which is a program of the Cascade Harvest Coalition, to educate the public on the variety of apples grown in Washington State.

The market developed a coalition of local agencies that brought about awareness of farming and included the following: Women, Infant and Children (WIC); Auburn Food Bank; Auburn Community Garden; Auburn School District; City of Auburn; Washington State University Extension; City of Auburn 4-H; Service Clubs (Kiwans, Soroptimists, Optimists, Lions, Rotary) YMCA; King County Library; Readers to Eaters and local churches.

In the **3rd season (2011)**, the AIFM expanded the focus to improve community service and community outreach by providing complementary market booths to service agencies/organizations that include:

- The Valley Regional Fire Authority which serves the communities of Algona, Auburn and Pacific
- The Susan G. Komen Foundation
- The Seattle Humane Society
- The Auburn, Algona-Pacific and Muckleshoot Libraries

In the 2011 season, the AIFM had 24 farmer/producer vendors. These are full time farmers that are dependant on farmers markets to keep their businesses going and do as much as 80% of their sales at a farmers market. The King County Agriculture Program is researching the produce/product actually grown in King County through market surveys. At the AIFM, the Counties of Douglas, Island, Pierce, Skagit and Yakima made up 42% of those farmer/producer vendors, while 58% were from King County.

In the **4th season (2012)**, as the result of a 2012 King Conservation District Grant of \$20,000.00, the AIFM expanded its marketing and promotion plan and reached a broad community of market shoppers with paid advertisements, two separate postcard mailings to customers surrounding the market, a sponsorship with the Auburn Reporter to run consistent ads and a series of social media ads through Facebook.

This plan brought over 23,000 shoppers to the Market. The Market also expanded the education and demonstration component. Celebrity gardening experts Ciscoe Morris "Gardening with Ciscoe" and Marianne Binetti brought devoted followers to the Market and their workshop/question and answer sessions were well received.

Furthermore, demonstrations were conducted that taught customers the importance of healthy eating and the impact of local farms to the regional economy. The Market also provided educational sessions which demonstrated ways to preserve the locally grown foods for use throughout the year. This education and demonstration component and expanded marketing and promotion plan resulted in a 20% increase in attendance over the 3rd season (2011).

In the **5th season (2013)**, as a result of a 2013 King Conservation District Grant of \$20,000.00, the AIFM continued the marketing and promotion plan with paid advertisements and mailings, marketing materials, social media ads through Facebook and a continued relationship with the Auburn Reporter to run ads at a reduced rate. The Market also continued the education and demonstration component with demonstrations that featured home food preservation and focused on best practices for food quality and preservation. Celebrity gardening experts Ciscoe Morris and Marianne Binetti returned to the Market and presented gardening seminars with emphasis on growing "natural" without pesticides, extra water or excess fertilizer.

In 2014, the market is seeking funds to continue the highly successful marketing and promotion plan, continue the education and demonstration component and uphold the partnerships with the King County Department of Health, Washington State University Extension Programs, Community Gardening and NW chefs.

Providing informational sessions and demonstrations is essential for consumers to learn about the importance of healthy, nutritional fresh foods, sustainability and the impact local farms have on the regional economy.

Many partnerships have been formed since the inaugural year (2009) to assist in the success of the Auburn International Farmers Market. Sound Transit, a regional rail and bus authority provides the location and site for the Market on an in-kind basis. The Cities of Algona and Pacific provide in-kind resources to assist with market logistics and local service clubs, churches and area businesses have been supportive by spreading the word about the market. In the past five seasons, the AIFM farmers have donated over 19,000 pounds of food to the Auburn Food Bank that serves Algona and Pacific cities as well.

The AIFM would be pleased to have KCD at the Market as a part of this grant. A booth would be made available for KCD each Sunday for the sixteen week season, from June 8 through September 21, 2014. Please advise what dates would work best for KCD.

In addition, the Muckleshoot Indian Tribe (MIT) may participate in the AIFM as a vendor of American Indian Crafts. This addition will encourage the MIT to become a significant shopper of the AIFM farm fresh foods.

- 3. Project Activities and Measurable Results** – using the table below, list specific project activities to be completed, the timetable for the activities, and the deliverables associated with those activities. Consider the following in your answer to this question: *What actions, interventions, programs, services will be deployed? NOTE: If you want to attach Item 3 as a separate page, feel free to do so.*

	Activity Description	Outcomes/Deliverables/Measurable Results (tangible and intangible)	Timeline
1.	Beginning of season postcard mailing	- Create season-opening postcard - Mail to carrier routes surrounding market	June 2014

2.	Advertising through Auburn Reporter	• Create a series of weekly advertisements in the local newspaper that showcase market events, demonstrations and educational sessions throughout the season • Promote the market weekly to gain attendance and shoppers	June 2014 – September 2014
3.	Facebook Advertising	• Create a series of Facebook ads that promote different market events and track social media responses; market attendance patterns and vendor revenue in relation to ads run	June 2014 – September 2014
4.	Other paid advertising opportunities (Muckleshoot monthly newspaper, NW Coffee News)	• Investigate other paid advertising opportunities that may help bring shoppers to the market during the season	June 2014 – September 2014

5.	Educational and Demonstrational Sessions	• Coordinate with the King County Health Department, Washington State University Extension Programs, Washington State Farmers Market Assoc. and others to provide educational sessions and demonstrations to showcase how buying local helps improve the economy, health, our environment and improves local farmers opportunity to sell their farm fresh foods • Farming Presentations • Master Gardeners • Monthly and Weekly themed celebrations of farming • Chef demonstrations • Community Gardening • Chef Presentations	June 2014 – September 2014
----	--	---	----------------------------

Over the past five market seasons, the AIFM has established effective lines of communication with farmers, other farmers markets, The Washington State Farmers Market Association, Cascade Harvest Coalition and will continue to build the markets weekly shopper base.

In 2014, the AIFM plans to continue increasing the market customer base via the use of the KCD Marketing and Promotional Grant request, thereby establishing a self-sustaining market for the community, buyers and farmers. The increase of shoppers will stem from an aggressive marketing and promotion plan (see Attachment A-1 through A-3); as well as a series of educational sessions and demonstrations that serve to inform shoppers about the benefits of buying local, farm fresh produce, healthy eating, sustainability practices, environmental awareness and providing a market for farmers to sell their agriculture products to improve their business base.

The AIFM is a member of the Washington State Farmers Market Association, whose policy guidelines are that all farm products sold at state markets, must be grown in Washington State.

Farmers at the market sell quality, fresh produce and the market will ensure that local farmers are selling fresh picked produce for the season. Vendors participating in the market

Member Jurisdiction Grant Program – Pilot Grant Application – vsn19dec13 Page 7 of 9

must comply with limited pesticide/chemical use; adherence to organic growing if and when possible; and water table conservation/protection farming practices.

In working with the agencies and associations that will provide educational sessions and demonstrations, the market will create an environment that is fun and inviting for shoppers to learn about the importance of community farmers markets, healthy eating, sustainability, supporting local farmers and improving the economy by sustaining the agricultural opportunities for local Washington State Farmers. The sessions will be presented in an easy to understand, creative way that encourage customers to learn more, ask questions and change behavior through educational awareness.

The 2014 AIFM Marketing and Promotion Plan targets families, adults, seniors and youth within the region with the goal of building public awareness about the AIFM and attracting shoppers to the Market each week during the market season.

Messaging and marketing the AIFM will be created to support farmers and local agriculture; promote access to fresh, vitamin-rich produce; showcase access to greater diversity of produce and flowers; work to revitalize and support the community; promote the experience of a community-wide social event; promote a unique shopping experience; and reflect how customers enjoy music, entertainment and healthful demonstrations during the market season.

Lastly, the AIFM provides a local market outlet for shoppers in South King County. A service nearby without the vigors of travel and environmental waste.

The AIFM will submit regular program reports to King Conservation District. The Market will use the following metrics to evaluate the performance of the advertising and educational/demonstration elements as they relate to shoppers at the AIFM:

1. Market Surveys: ongoing surveys of consumers to identify how they heard about the Market and what economic effect the Market had on downtown Auburn.
2. Number of customers attending the Market.
3. Number of customers attending the demonstration sessions.
4. Number of vendors (farmers) supplying the Market.
5. Accounting of weekly vendor sales.
6. Number of non-profit and other complimentary stall spaces provided.
7. Number of pounds of food donated to local Food Bank.

4. Project Budget & Expenses (Use attached worksheet)

A portion of the King Conservation Funding in 2014, or an estimated \$12,500.00, will be used to pay for a pre season postcard mailing, paid advertising in various media publications, on-line sources and other marketing and promotional materials that promote the Auburn International Farmers Market.

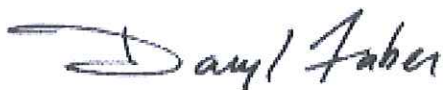
The remaining \$2,500.00 will be used for contract/professional services to contract different demonstrations and educational programs that teach and educate the public. All expenses will outline the above expenditure categories, provide a general description of the service provided, the date of service, cost associated with service and the vendor. Using the City of Auburn

financial software, EDEN, we will be able to apply special coding to the KCD funded items purchased/contracts that would be paid for from the grant and track those items separately from the AIFM non-funded KCD budget items.

- 5. KCD Acknowledgement** – By signing below, the applicant agrees to acknowledge King Conservation District funding by placing the KCD logo on signs, materials, and documents produced as part of the above proposal. In addition, the applicant will notify KCD of public events and activities funded by the KCD.

KCD funding will continue to be acknowledged in the following ways:

1. Inclusion of the KCD logo or name on all Auburn International Farmers Market paid advertisements; name or logo highlighted in other promotional material.
2. Acknowledged during Opening Day Ceremony and at each week during the market through signage.
3. Press releases to area media.
4. Auburn International Farmers Market website: www.auburnfarmersmarket.org.
5. City of Auburn Government Access Channel 21.
6. Power point Presentations to area service clubs and other community groups.



Authorized Signature

1/3/2014
Date



Member Jurisdiction Grant Program Grant Application

Project Budget Form

Promoting sustainable uses of natural resources through

Project Name	Auburn International Farmers Market (AIFM) - Marketing and Promotion 2014 Season			
Applicant	City of Auburn, WA			
Contact	Joanne Macnab			
Mailing Address	City of Auburn, Parks & Recreation, 910 - 9th St. SE, Auburn, WA 98002-6200			
E-mail	jmacnab@auburnwa.gov	Project Start Date:	January 2014	
Phone	253 266-2726	Project End Date:	December 2014	
Budget Item	KCD Funds	Other Funds (City of Auburn)	Other Funds (Potential Grants)	Total
Salaries & Benefits		\$34,500		\$34,500.00
Travel/ Meals/ Mileage		\$1,000		\$1,000.00
Office Supplies				\$0.00
Field Supplies		\$2,150		\$2,150.00
Contracted/ Professional Services		\$2,000	\$2,000	\$4,000.00
Land Acquisition				\$0.00
Permits				\$0.00
Other: (Marketing)	\$12,500	\$2,500		\$15,000.00
Other: (Education and Demonstrations)	\$2,500	\$1,250		\$3,750.00
Other: (specify)				\$0.00
Other: (specify)				\$0.00
Other: (specify)				\$0.00
TOTAL	\$15,000	\$43,400	\$2,000	\$60,400.00

Total Project Cost	\$60,400
Total Match	\$45,400
Amount of KCD Funding Requested	\$15,000
Match Percentage	75%

If your KCD Member Jurisdiction Grant Project is approved as a part of this process, this spreadsheet will also be used for project tracking.
Please don't forget to attach this tab to your application. There are four Expense & Project Report forms in the following tabs that will

automatically load your KCD project information and budgeted line items, as well as a blank form that can be copied for additional submissions. There is a Reimbursement Request form that will also load KCD budgeted line items, and a Budget Revision Request form should it be needed; additional reimbursement request forms are also provided to track your work in one project packet. We hope this eases future project tracking.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5062

Date:

April 22, 2014

Department:

Public Works

Attachments:

[Resolution No. 5062](#)

[Draft Ordinance No. 6506](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5062.

Background Summary:

Resolution No. 5062 sets the date of the public hearing for Franchise Agreement No. 14-06 tw telecom of washington llc for May 19, 2014 at 7:30 pm in Council Chambers.

Franchise Agreement No. 14-06, Draft Ordinance No. 6506 is attached as back up documentation for Resolution No. 5062. Per Auburn City Code Chapter 20.06.010, a franchise shall be required of any commercial utility or telecommunications operator or carrier or other person who desires to occupy public ways of the city and to provide telecommunications or commercial utility services to any person or area in the city.

tw telecom of washington llc has applied for a Franchise Agreement to be able to operate and build within the City's rights of way a telecommunications network. The applicant will offer integrated data services, dedicated internet access and provide local and long distance voice services to commercial customers. The proposed franchise area is all rights of way in the City, as tw telecom will lease facilities from CenturyLink and other telecom companies throughout the City to provide service. The applicant is requesting the entire City as the proposed franchise area so that future installation of their facilities may be accommodated without having to amend the agreement for each installation. Exact locations, plans, engineering and construction schedules would be reviewed, approved and managed through the City's permitting processes that are a requirement of the Franchise Agreement.

Reviewed by Council Committees:

Planning And Community Development, Public Works

Councilmember: Osborne

Staff:

Snyder

Meeting Date: May 5, 2014

Item Number: RES.B

RESOLUTION NO. 5062

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, SETTING A PUBLIC HEARING
TO CONSIDER A FRANCHISE AGREEMENT WITH TW
TELECOM OF WASHINGTON LLC**

WHEREAS, tw telecom of washington llc has applied to the City for a non-exclusive Franchise Agreement for the right of entry, use, and occupation of certain public rights-of-way within the City of Auburn, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, upon, along and/or across those right(s)-of-way; and

WHEREAS, the Public Works Committee of the Auburn City Council has reviewed tw telecom's application materials, and, pursuant to ACC 20.06.040, the Public Works Committee has recommended to the City Council that it schedule a public hearing on the application; and

WHEREAS, the City Council agrees with the recommendation of the Public Works Committee,

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

Section 1. That a hearing on the application by tw telecom of washington llc for a Franchise Agreement with the City of Auburn is hereby set for 7:30 p.m. on the 19th day of May, 2014, at the City Council Chambers at 25 West Main Street, Auburn, Washington, 98001, with all persons wishing to speak to the application at the public hearing being invited to attend.

Resolution No. 5062
Franchise Agreement No. 14-06
April 7, 2014
Page 1

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation, including posting notice of such public hearing as required by State law and City Ordinance.

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

DATED and SIGNED this _____ day of _____, 2014.

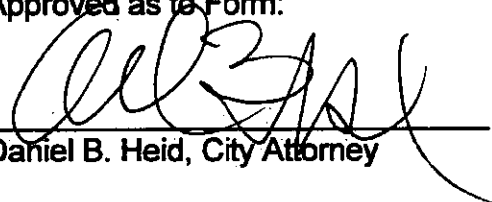
CITY OF AUBURN

Nancy Backus
Mayor

Attest:

Danielle E. Daskam, City Clerk

Approved as to Form:



Daniel B. Heid, City Attorney

Resolution No. 5062
Franchise Agreement No. 14-06
April 7, 2014
Page 2

ORDINANCE NO. 6506

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO TW TELECOM OF WASHINGTON LLC, A DELAWARE LIMITED LIABILITY COMPANY, A FRANCHISE FOR TELECOMMUNICATIONS

WHEREAS, tw telecom of washington llc ("Grantee") has applied to the City of Auburn ("City") for a non-exclusive Franchise for the right of entry, use, and occupation of certain public right(s)-of-way within the City, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and/or across those right(s)-of-way; and

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

WHEREAS, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the franchise be granted to Grantee,

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

Section 1. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated herein, the City grants to the Grantee general permission to enter, use, and occupy the right(s)-of-way and/or other public property specified in Exhibit "A," attached hereto and incorporated by reference (the "Franchise Area").

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair the types of facilities specified in Exhibit "B," attached hereto and incorporated by reference, and all necessary appurtenances thereto, ("Grantee Facilities") for provision of those services set forth in Exhibit "C" ("Grantee Services") in, along, under and across the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or privilege relative to any facilities or services of any type,

Ordinance No. 6506
Franchise Agreement No. 14-06
April 10, 2014
Page 1 of 19

including Grantee Facilities and Grantee Services, on public or private property elsewhere within the City.

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

E. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to the Franchise Area or any other City roads, rights-of-way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee acknowledges its use of the Franchise Area shall have no value.

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

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

Section 2. Notice

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

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

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

Ordinance No. 6506
Franchise Agreement No. 14-06
April 10, 2014
Page 2 of 19

Telephone: 253-931-3039

Grantee: Greg Diamond
Vice President, Regulatory
tw telecom of washington llc
10475 Park Meadow Drive
Littleton, CO 80124
Telephone: 206-676-8052

with a copy to:

Tina Davis
Senior VP & General Counsel
tw telecom of washington llc
10475 Park Meadow Drive
Littleton, CO 80124
Telephone: 303-566-1279

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

C. The above-stated Grantee voice telephone numbers shall be staffed at least during normal business hours, for their respective time zones. The City may contact Grantee at the following number for emergency or other needs outside of normal business hours of the Grantee: Network Operations Center 1-800-829-0420

Section 3. Term of Agreement

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

B. Renewal Option of Term: The Grantee may renew this Franchise for an additional five (5) year period upon submission and approval of the application specified under ACC 20.06.130, as it now exists or is amended, within the timeframe set forth therein (currently 240 to 180 days prior to expiration of the then-current term). Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall only submit those materials deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the ACC.

C. Failure to Renew Franchise – Automatic Extension. If the Parties fail to formally renew this Franchise prior to the expiration of its term or any

Ordinance No. 6506
Franchise Agreement No. 14-06
April 10, 2014
Page 3 of 19

extension thereof, the Franchise automatically continues month to month until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew the Franchise.

Section 4. Definitions

For the purpose of this agreement:

“ACC” means the Auburn City Code.

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

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

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

“Rights-of-Way” means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-ways and similar public properties and areas.

Section 5. Acceptance of Franchise

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

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

Section 6. Construction and Maintenance

Ordinance No. 6506
Franchise Agreement No. 14-06
April 10, 2014
Page 4 of 19

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

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

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

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

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

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City in writing as promptly as possible, before such repair or emergency work commences, or as soon thereafter as possible, if advance notice is not practical. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances.

Section 8. Damages to City and Third-Party Property

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

Section 9. Location Preference

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

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

Section 10. Grantee Information

A. Grantee agrees to supply, at no cost to the City, any information reasonably requested of the City to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within the City. Said information may be requested either in hard copy or electronic format, compatible with the City's data base system, as now or hereinafter existing, including the City's geographic information Service (GIS) data base. Grantee shall keep the City informed of its long-range plans for coordination with the City's long-range plans.

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

Grantee shall indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including reasonable attorney's fees) imposed on the City because of non-disclosures requested by Grantee under Washington's open public records act, provided the City has notified Grantee of the pending request and City acts in accordance with the provisions of Washington's open public records act.

Section 11. Relocation of Grantee Facilities

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

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

Section 12. Abandonment and or Removal of Grantee Facilities

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

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

Section 13. Undergrounding

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

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

Section 14. Indemnification and Hold Harmless

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

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

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

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

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

Section 15. Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

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

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

5. Grantee may utilize primary and umbrella liability insurance policies to satisfy the insurance policy limits required in this section.

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

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

2. The Grantee's insurance shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

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

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

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

Section 16. Performance Security

Ordinance No. 6506
Franchise Agreement No. 14-06
April 10, 2014
Page 10 of 19

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

Section 17. Successors and Assignees

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

B. This Franchise shall not be leased, assigned or otherwise alienated without the express prior consent of the City by ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, no consent of the City or fee shall be required for Franchisee to assign this Franchise to any entity under common control with, controlled by, or controlling Grantee, or to any entity that acquires Grantee by merger, sale, consolidation or otherwise, provided Grantee promptly notifies City of such assignment, provides information regarding the nature of the relationship between Grantee and the assignee, and provides a written agreement to the City that the assignee is unconditionally assuming all of the terms of the Franchise upon the effective date of the assignment.

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

investigating the proposed assignment or transfer.

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

Section 18. Dispute Resolution

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

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. In the event any mediation, suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

Section 19. Enforcement and Remedies

A. If the Grantee shall willfully violate, or fail to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Grantee does not comply with the specified conditions, the City may, at its discretion, either (1)

revoke the Franchise with no further notification, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the bond set forth in Section 16 for every day after the expiration of the cure period that the breach is not cured.

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

Section 20. Compliance with Laws and Regulations

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

B. The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Grantee's concerns to the maximum extent the City deems possible, in which event Grantee may pursue any available remedies at equity or in law and/or Grantee may terminate this Franchise within twenty (20) days of written notice to City.

Section 21. License, Tax and Other Charges

Ordinance No. 6506
Franchise Agreement No. 14-06
April 10, 2014
Page 13 of 19

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

Section 22. Consequential Damages Limitation

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

Section 23. Severability

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

Section 24. Titles

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

Section 25. Implementation.

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

Section 26. Effective date.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

Nancy Backus, MAYOR

ATTEST:

Ordinance No. 6506
Franchise Agreement No. 14-06
April 10, 2014
Page 14 of 19

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: _____

Franchise Agreement No 14-06 tw telecom



Exhibit "A" Franchise Area City Limits

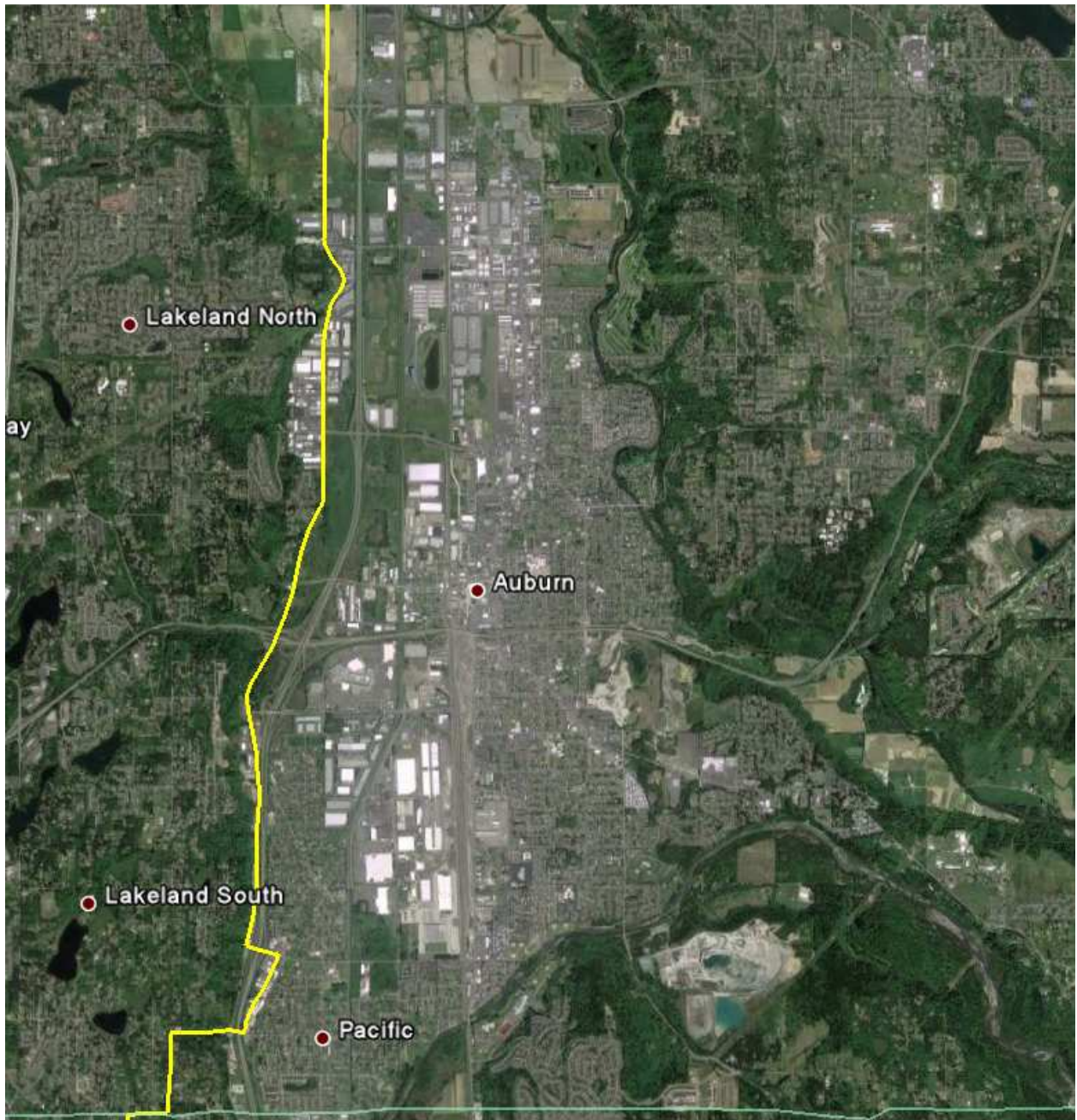
Printed Date: 3/11/2014
Map Created by City of Auburn eGIS

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.



Exhibit B

Grantee Facilities



Fiber facilities in yellow are owned by Zayo re: Franchise Agreement No 12-41, Ord No 6452 and are being leased by tw telecom. tw telecom may obtain certain other facilities from CenturyLink and others from time to time to provide service in the City of Auburn. tw telecom may also install its own facilities in accordance with the terms and conditions of this Ordinance.

Ordinance No. 6506
Franchise Agreement No. 14-06
April 10, 2014
Page 17 of 19

Exhibit C

Grantee Services

tw telecom offers integrated data services, dedicated internet access and provides local and long distance voice services to commercial businesses.

EXHIBIT "D"

STATEMENT OF ACCEPTANCE

tw telecom of washington llc, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

tw telecom of washington llc
by: tw telecom holdings inc.,
its sole member

By: _____ Date: _____
Name:
Title:

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

I, _____, a Notary Public in and for the State of Colorado, do hereby certify that _____ of tw telecom holdings inc., the sole member of tw telecom of washington llc, did personally appear before me affixing his/her signature on the attached document.

Sworn and Subscribed this _____ day of _____, 2014.

Notary Public

My commission expires _____.

[SEAL]

Ordinance No. 6506
Franchise Agreement No. 14-06
April 10, 2014
Page 19 of 19



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5064

Date:

April 29, 2014

Department:

Public Works

Attachments:

[Resolution No. 5064 & Agreement](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5064.

Background Summary:

Resolution No. 5064 authorizes the Mayor to negotiate and execute an Agreement between the City of Auburn and the U.S. Geological Survey (USGS).

The USGS is developing a regional groundwater model that will be available for use by state, county, and local governments, public water purveyors, and local stake holder groups to evaluate potential human and climatic impacts on water resources in the Puyallup River watershed.

The City Water Utility will benefit by using the model to identify groundwater recharge areas and more accurately delineate well head protection areas. The model will provide the Water Utility with a means to evaluate potential water quality impacts associated with current land use and future changes in land use associated with growth plans. The model also is a "predictive tool" designed to assist in decision making and help answer questions about the effects on future groundwater levels and stream flows from increases in groundwater withdrawals, changes in precipitation, and alterations in land use.

This Agreement is for Phase III of the project. Phase III requires funding for two (2) years totaling \$24,280.00. Monies from the 430 Water fund will be used to fund this project.

Reviewed by Council Committees:

Finance, Public Works

Councilmember: Osborne

Staff: Snyder

Meeting Date: May 5, 2014

Item Number: RES.C

RESOLUTION NO. 5064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND THE U.S. GEOLOGICAL SURVEY FOR WATER RESOURCES INVESTIGATIONS

WHEREAS, the U.S. Geological Survey (USGS) has been conducting a study and mapping project to address groundwater available and sustainability; and

WHEREAS, the USGS offered to allow local jurisdictions to participate in the scoping of the project and will provide access to and copies of the database in return for the participating jurisdictions sharing the cost of the project; and

WHEREAS, in August 2012, the City of Auburn adopted Resolution No. 4853 authorizing the Mayor to execute an agreement with the USGS to characterize the groundwater flow system in the Puyallup River Watershed; and

WHEREAS, for this phase of the on-going mapping project, USGS will construct and calibrate and numerical groundwater-flow model for the Puyallup River Watershed, in King and Pierce County.

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

Section 1. That the Mayor is authorized to execute an Agreement between the City and U.S. Geological Survey for Water Resources Investigations, which agreement shall be in substantial conformity with the agreement attached hereto as Exhibit A and incorporated herein by this reference.

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 _____, 2014.

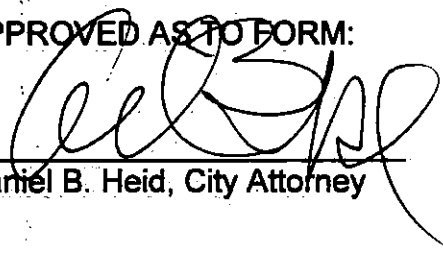
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Form 9-1366
(Oct. 2005)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #: 6000002956/FY15-16
Agreement #: 15WNWA20097
Project #: YG00EY0
TIN #: 916001228
Fixed Cost Agreement ☒ Yes ☐ No

FOR
WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the 1st day of October, 2014, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF AUBURN PUBLIC WORKS

party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a **fixed-price agreement to construct and calibrate a numerical groundwater-flow model for the Puyallup River Watershed, King and Pierce Counties, Washington. A detailed proposal describing the scope of work is enclosed and is considered a part of this agreement**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$ N/A.
 - (a) **\$39,280** by the party of the first part during the period
OCTOBER 1, 2014 to SEPTEMBER 30, 2016
 - (b) **\$24,280** by the party of the second part during the period
OCTOBER 1, 2014 to SEPTEMBER 30, 2016
 - (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However,

the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.

- 9: USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **ANNUALLY**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey
United States
Department of the Interior**

**Name of Customer
City of Auburn, Public Works**

USGS Point of Contact

Customer Point of Contact

Name: Mark Savoca
Address: USGS/MWSC
934 Broadway, Suite 300
Tacoma, WA 98402
Telephone: 253-552-1660
Email: mesavoca@usgs.gov

Name: Ms. Susan Fenhaus, Water Utility Engineer
Address: City of Auburn – Public Works
25 W. Main Street
Auburn, WA 98001
Telephone: (253) 804-5062
Email: sfenhaus@auburnwa.gov

Signatures

Signatures

By *Cynthia Barton* Date 4-10-14

By _____ Date _____

Name: Cynthia Barton, Ph.D., L.G., L.H.G.
Title: Director, USGS Washington Water Science Center

Name:
Title:

By _____ Date _____

By _____ Date _____

Name:
Title:

Name:
Title:

[Handwritten signature]

SUMMARY

Numerical Simulation of the Water Resources in the Puyallup River Watershed, King and Pierce Counties, Washington

A proposal prepared by the U.S. Geological Survey for the City of Auburn
April 4, 2014

Problem — Groundwater is an important resource for domestic, commercial, and industrial usage in the Puyallup River Watershed, and groundwater discharge helps maintain late-summer and early-fall stream flow (base flow) in many area streams. Consequently, as the population grows, and commercial and industrial activity increase, so does the demand for groundwater. However, the quantity of usable groundwater, the potential effects of future natural conditions and anthropogenic activities on groundwater resources, and potential impacts of groundwater withdrawals on stream flow, are not well understood in the watershed. Additional information is required to help ensure the long-term sustainability of the area's groundwater and surface-water resources.

Objective — The objective of this phase (phase III) of the study is to integrate previously collected and compiled information from phase I and phase II into a numerical groundwater flow model to contribute to an improved understanding of water resources in the watershed. The model developed from this project will be available to assist water resource managers and water purveyors with regional water management planning and decision-making.

Relevance and Benefits — This study directly supports USGS mission and goals related to water-resource issues identified in the USGS Science Strategy. The study addresses groundwater availability and sustainability, a priority issue under the Water Census of the United States as outlined in Facing Tomorrow's challenges: USGS Science in the Decade 2007-2017. This study also will provide resource managers and stake holders in the Puyallup River watershed with the means to evaluate potential hydrologic and anthropogenic impacts on groundwater and surface-water resources, and more accurately delineate well head protection areas. This study is appropriate for inclusion in the USGS Cooperative Program because it will provide information that advances understanding of hydrologic processes.

Approach — The focus of phase I and phase II of this study was: 1) the collection and analysis of data to characterize the groundwater flow system, and its interaction with associated surface water features in the Puyallup River Watershed; 2) the compilation of water use data; and 3) the compilation and analysis of data to estimate groundwater recharge in the study area. The focus of this phase (phase III) of the study is the construction and calibration of a numerical groundwater flow model of the Puyallup River Watershed to simulate potential hydrologic and anthropogenic impacts on groundwater and surface-water resources.

Numerical Simulation of the Water Resources in the Puyallup River Watershed, King and Pierce Counties, Washington

A proposal prepared by the U.S. Geological Survey for the City of Auburn
April 4, 2014

Background — The Puyallup River Watershed occupies a 1,053-square-mile area in King and Pierce Counties, in western Washington (fig. 1). The north to northwest flowing Puyallup River, and several major tributaries (the White and Carbon Rivers) originate within sparsely populated mountains of the Cascade Range to the east and traverse suburban, urban, and industrial areas before discharging to Puget Sound to the west. The watershed is underlain by a westward thickening sequence of unconsolidated Quaternary glacial and interglacial deposits, underlain by Tertiary and older sedimentary, volcanic, and metamorphic bedrock units. Major population centers within the watershed include the cities of Tacoma, Puyallup, Sumner, and Orting.

Problem — Groundwater is an important resource for domestic, commercial, and industrial usage in the Puyallup River Watershed, and groundwater discharge helps maintain late-summer and early-fall stream flow (base flow) in many area streams. Consequently, as the population grows, and commercial and industrial activity increase, so does the demand for groundwater. However, the quantity of usable groundwater, the potential effects of future natural conditions and anthropogenic activities on groundwater resources, and potential impacts of groundwater withdrawals on streamflow, are not well understood in the watershed. Additional information is required to help ensure the long-term sustainability of the area's groundwater and surface-water resources.

Objective — The objective of this phase (phase III) of the study is to integrate previously collected and compiled information from phase I and phase II into a numerical groundwater flow model to contribute to an improved understanding of water resources in the watershed. The

model developed from this project will be available to assist water resource managers and water purveyors with regional water management planning and decision-making.

Relevance and Benefits — This study directly supports USGS mission and goals related to water-resource issues identified in the USGS Science Strategy. The study addresses groundwater availability and sustainability, a priority issue under the Water Census of the United States as outlined in Facing Tomorrow's challenges: USGS Science in the Decade 2007-2017. This study also will provide resource managers and stake holders in the Puyallup River watershed with the means to evaluate potential hydrologic and anthropogenic impacts on groundwater and surface-water resources, and more accurately delineate source water protection areas. This study is appropriate for inclusion in the USGS Cooperative Program because it will provide information that advances understanding of hydrologic processes.

Approach — The focus of phase I and phase II of this study was: 1) the collection and analysis of data to characterize the groundwater flow system, and its interaction with associated surface water features in the Puyallup River Watershed; 2) the compilation of water use data; and 3) the compilation and analysis of data to estimate groundwater recharge in the study area. The focus of this phase (phase III) of the study is the construction and calibration of a numerical groundwater flow model of the Puyallup River Watershed to simulate potential hydrologic and anthropogenic impacts on groundwater and surface-water resources. An overview of the specific tasks needed to complete each element of the study is presented below. A project budget and timeline are given at the end of this document. The project duration is expected to be approximately 2.25 years.

Task 1 Construct and Calibrate a Steady-State Numerical Groundwater- Flow Model (FY14-15)

– Project information will be integrated into a numerical flow model to contribute to an

improved understanding of water resources in the watershed. The numerical groundwater flow model (MODFLOW) will be constructed to represent hydrologic processes in the PRW, and simulate potential anthropogenic and climatic impacts on groundwater and surface-water resources. MODFLOW is a widely used three-dimensional, finite-difference groundwater flow model written by the USGS (Harbaugh and others, 2000), that includes the parameter estimation program PEST (Doherty, 2005). Steady-state and transient condition models will be constructed and calibrated. Model calibration and sensitivity analysis will be performed using parameter estimation methods. Synoptic, time-averaged, and monthly groundwater-level and stream flow data will be evaluated for use during steady-state model calibration. A commercial graphical user interface will be used to construct the model, manage the data, and conduct post-processing of modeling results.

Model boundary locations and conditions that match natural boundary features as closely as possible will be selected. Groundwater boundaries in the deeper parts of the aquifer system may not coincide with the PRW boundary, as defined by surface-water drainage patterns. If it can be determined, through the analysis of groundwater levels and other information, that groundwater movement in the deeper parts of the aquifer system are governed by regional boundary conditions located beyond the watershed boundary, then those more distant and representative features may be used to bound the model. The location of model boundaries that closely correlate to deeper aquifer conditions will allow water resource managers to achieve more plausible simulations of the potential effects of deeper aquifer withdrawals on the groundwater and surface-water system. Previous hydrologic investigations in the Puget Sound Lowland (Drost and others, 1999; Jones and others, 1999, Savoca and others, 2010) have documented conditions (groundwater-level and stream flow measurements) that suggest major rivers produce no-flow

boundary conditions for all but the deepest aquifers in the region. The eastern boundary of the model will likely coincide with the western margin of the Cascade foothills, where permeable unconsolidated deposits thin above a rising lower-permeability bedrock surface. The model will be bounded to the west by Puget Sound.

Task 2 Convert Steady-State Numerical Groundwater-Flow Model to Transient and Calibrate

(FY15) – The completed steady-state model will be converted to a transient conditions model. The transient model will have a monthly time step. Synoptic, time-averaged, and monthly groundwater-level and stream flow data will be evaluated for use during transient model calibration.

Task 3 Model Performance Simulations (FY16) – Model performance will be demonstrated by approximately six simulations representing a range of conditions. Simulations will demonstrate modeled responses (changes in groundwater level and stream base flow) to variations in groundwater withdrawal rates, well depths and locations, and recharge rates (precipitation and anthropogenic infrastructure such as pavement and storm water drains). Simulation conditions will be determined by the USGS by September 30, 2015, in consultation with project partners and local stakeholders.

Task 4 Prepare Report Summarizing Model Construction and Results (FY16) – A report documenting model development, limitations, and the results from approximately six simulations representing a range of potential anthropogenic activities and hydrologic conditions will be prepared and published by September 30, 2016. The USGS Publication Service Center (PSC) will provide illustration, editorial, and publishing services.

Task 5 Transfer of Model to Cooperator (FY16) – The model, including input files, will be transferred to the cooperator or a designee(s) of the cooperator by September 30, 2016. The

cooperator or their designee(s) will be required to have a working knowledge of appropriate modeling software. The USGS will not provide instruction on groundwater flow modeling or the use of modeling software. It is noted that the model and input files are within the public domain and will be provided to any entity requesting them.

Budget — This phase (phase III) of the study will cost \$470,040 over 2.25 fiscal years (FY 2014-2016). The portion of project costs to be provided by the City of Auburn is \$24,280. All project costs will be shared equally by the USGS and the project partners. Funding partners for phase III of the study include: Washington State Department of Health, Cascade Water Alliance, City of Tacoma, City of Puyallup, City of Sumner, City of Auburn, City of Milton, Summit Water & Supply Company, Lakehaven Utility District, Firgrove Mutual Water Company, and the Russell Family Foundation. Work on the model will begin later this year using surplus funds from our prior Joint Funding Agreements (\$24,040) and funding provided by the Russell Family Foundation (\$15,000) with the USGS match (\$15,000).

Funding Sources —

Agency	FY2015	FY2016
USGS	\$27,520	\$11,760
City of Auburn	\$12,520	\$11,760
Total	\$40,040	\$23,520

Timelines and Report Products — The USGS will prepare and publish a Scientific Investigations Report describing numerical model construction, calibration, and selected model simulations will be published, and the model, including input files, will be transferred to the project partners by September 30, 2016. The USGS will provide annual project updates to all project partners describing project progress and any issues relating to the completion of specific

project tasks. A project website will be established and maintained for the duration of the study.

A time line for the project is provided below.

Calendar Year	2013	2014				2015				2016			
Federal Fiscal Year	2014				2015				2016				
Quarter starting	Oct	Jan	Apr	July	Oct	Jan	Apr	July	Oct	Jan	Apr	July	
Task 1.0 Construct and calibrate steady-state model				X	X	X							
Task 2.0 Convert model to transient conditions and calibrate						X	X	X					
Task 3.0 Conduct model performance simulations									X	X			
Task 4.0 Prepare and publish model report									X	X	X	X	
Task 5.0 Transfer model to project partners												X	

References

- Doherty, J., 2005, PEST: Model-independent parameter estimation: Watermark Numerical Computing, Corinda, Australia, [variously paged].
- Drost, B.W., Ely, D.M., and Lum II, W.E., 1999, Conceptual model and numerical simulation of the ground-water-flow system in the unconsolidated sediments of Thurston County, Washington: U.S. Geological Survey Water-Resources Investigations Report 99-4165, 254 p.
- Harbaugh, A.W., Banta, E.R., Hill, M.C., and McDonald, M.G., 2000, MODFLOW-2000, the U.S. Geological Survey modular ground-water model—User guide to modularization concepts and the ground-water flow process: U.S. Geological Survey Open-File Report 00-92, 121 p.
- Jones, M.A., Orr, L.A., Ebbert, J.C., and Sumioka, S.S., 1999, Ground-water hydrology of the Tacoma-Puyallup area, Pierce County, Washington: U.S. Geological Survey Water-Resources Investigations Report 99-4013, 154 p.
- Savoca, M.E., Welch, W.B., Johnson, K.H., Lane, R.C., Clothier, B.G., and Fasser, E.T., 2010, Hydrogeologic framework, groundwater movement, and water budget in the Chambers-Clover Creek Watershed and vicinity, Pierce County, Washington: U.S. Geological Survey Scientific Investigations Report 2010-5055, 46 p.

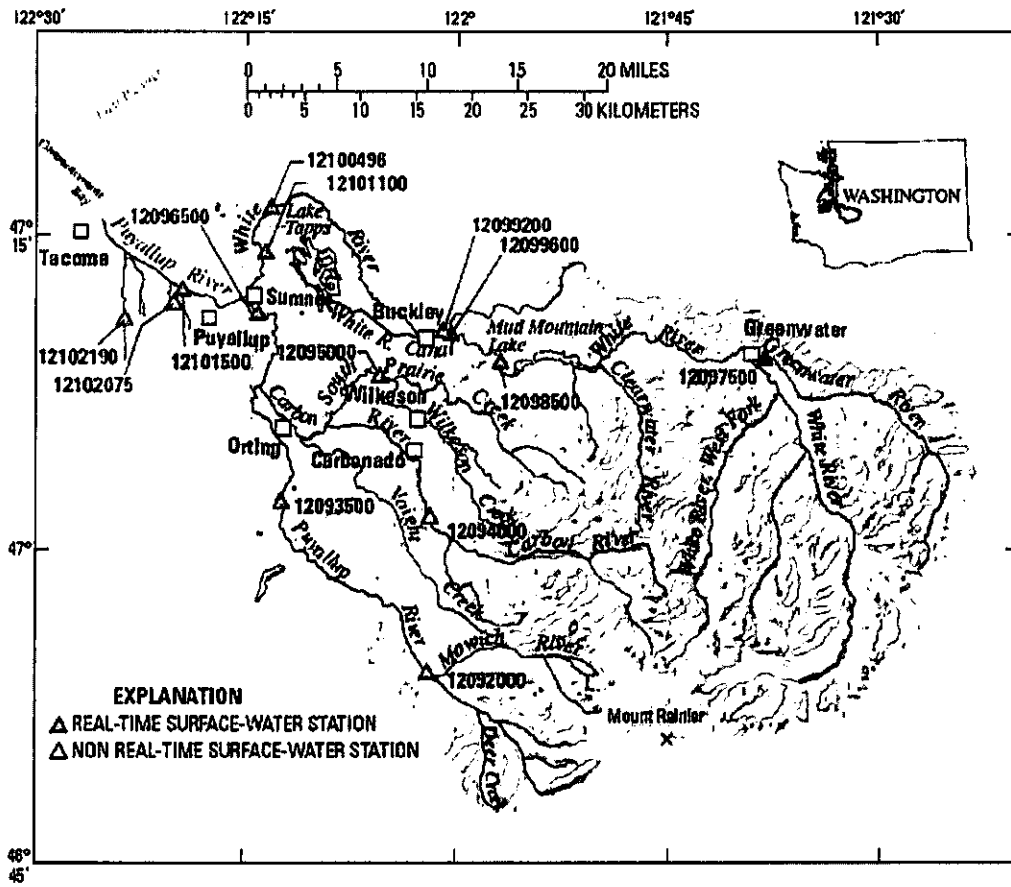


Figure 1. Map of Puyallup River Watershed.

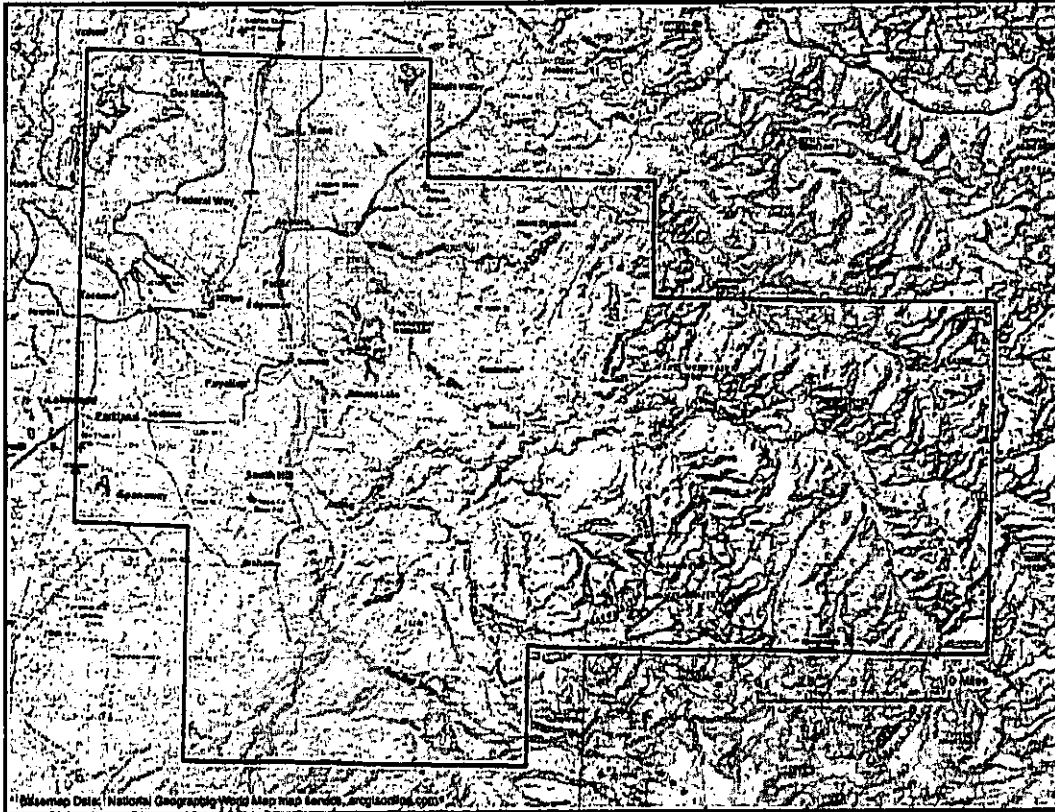


Figure 2. Map of Puyallup River Watershed study area.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5066

Date:

April 29, 2014

Department:

Public Works

Attachments:

[Resolution No. 5066](#)

[Original MOA](#)

[MOA Amendment 2](#)

[MOA Amendment 1](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5066.

Background Summary:

Resolution No. 5066 authorizes the Mayor and City Clerk to amend the existing Memorandum of Agreement for traffic maintenance services between the City of Auburn and Pierce County to extend the completion date to December 31, 2014. The maximum consideration under this contract for 2014 is \$175,000 and is budgeted within the Streets fund. This is the same level used in 2013.

In 2011 the City of Auburn executed the memorandum of agreement with Pierce County Traffic Services division to provide roadway maintenance south of the White River in order to test the competitiveness and quality of Pierce Counties services as compared to King County. Staff was very pleased with the customer service and quality of work provided by Pierce County and expanded the scope of the agreement to provide for citywide roadway striping services with MOA Amendment was completed in 2012 and provided the budget authority for initiating the citywide LED signal head re-lamping project.

Reviewed by Council Committees:

Finance, Public Works

Councilmember: Osborne

Staff: Snyder

Meeting Date: May 5, 2014

Item Number: RES.D

RESOLUTION NO. 5066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO AMEND THE MEMORANDUM OF AGREEMENT WITH PIERCE COUNTY FOR THE PURPOSE OF PROVIDING ROAD SERVICES

WHEREAS, the City of Auburn owns public roads and traffic devices which require periodic maintenance and/or other improvements; and

WHEREAS, Pierce County Transportation Services Division is in a position to provide certain emergency services, maintenance and road improvements services for the City at a cost that is advantageous to the City; and

WHEREAS, the City previously entered into a contract with the Pierce County Transportation Services Division for such emergency, maintenance and road improvements services; and

WHEREAS, extending the contract would provide the continued benefit of cost savings and quality service to the City and a fuller utilization of County equipment at a fair rate of compensation; and

WHEREAS, the parties are authorized by Chapter 39.34 of the Revised Code of Washington to enter into an interlocal cooperation agreement of this nature.

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

Section 1. That the Mayor is hereby authorized to amend the Memorandum of Agreement, in substantial conformity with the Amendment attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

Section 2. That the Mayor is authorized to implement such other 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 _____, 2014.

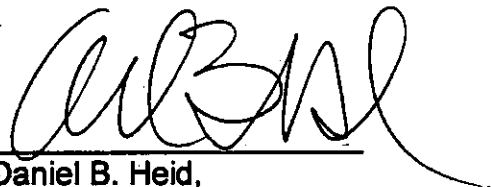
CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

EXHIBIT A

**THIRD AMENDMENT TO
MEMORANDUM OF AGREEMENT NO. 11-79192
BETWEEN PIERCE COUNTY
AND
CITY OF AUBURN
REGARDING TRAFFIC MAINTENANCE SERVICES**

THIS THIRD AMENDMENT to Agreement 11-79192 is entered into between **PIERCE COUNTY**, a municipal corporation and political subdivision of the State of Washington (herein referred to as "COUNTY"), and **CITY OF AUBURN**, a municipal corporation of the State of Washington (herein referred to as "CITY").

WHEREAS, the parties hereto have previously entered into Agreement No. 11-79192 fully executed on July 8, 2011, to establish the rights, duties, and responsibilities of the parties with regards to the traffic maintenance services requested by the CITY; and

WHEREAS, said Agreement was amended by CITY Resolution 4827 to add additional funds due to estimated work exceeding original budget due to the CITY requesting road striping services, by the first amendment on June 5, 2012, and

WHEREAS, said Agreement was further amended by CITY Resolution 4854 to add additional services and funds for replacement of LED lighting modules, by the second amendment on September 27, 2012; and

WHEREAS, the parties desire to execute a third amendment to the Agreement to extend the termination date, and add additional funds for the extended term;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by each of the parties;

IT IS HEREBY AGREED as follows:

1. The completion date is extended from December 31, 2013 to December 31, 2014.
2. The maximum consideration for the extended term is \$175,000.00 for traffic maintenance services requested by the CITY.
3. All other terms and conditions of the original agreement and all supplements, modifications, and amendments thereto shall remain in full force and effect.

EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be duly executed, such parties acting by their representatives being there unto duly authorized.

The parties have executed this Agreement this ____ day of May, 2014.

CITY OF AUBURN:

PIERCE COUNTY:

Approved as to legal form only:

By: _____
Mayor Date

By: _____
Deputy Prosecuting Attorney Date

Approved as to form only:

Recommended:

By: _____
City Attorney Date

By: _____
Budget & Finance Date

Attest:

Approved:

By: _____
City Clerk Date

By: _____
Department Director Date
(less than \$250,00)

By: _____
Pierce County Executive Date
(\$250,000 or more)

COPY

11-79192

**MEMORANDUM OF AGREEMENT
BETWEEN PIERCE COUNTY AND THE CITY OF AUBURN
REGARDING TRAFFIC MAINTENANCE SERVICES**

THIS AGREEMENT is entered into this day by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (herein referred to as "COUNTY") and the undersigned, **Auburn**, City of the State of Washington (herein referred to as "CITY").

WHEREAS, the CITY has a need for specific traffic maintenance services and has requested said services as described below to be performed by the Pierce County Public Works and Utilities Department, Traffic Division.

WHEREAS, the COUNTY agrees to perform the work described below at the convenience of the Pierce County Public Works and Utilities Department and that the CITY will reimburse the COUNTY for all costs incurred.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and the CITY as follows

SECTION 1. PURPOSE. The purpose of this agreement is to establish the rights, duties and responsibilities of the parties with regards to the traffic maintenance services requested by the CITY and any costs associated with this work.

SECTION 2. COUNTY'S RESPONSIBILITY. The COUNTY will perform the following services for the CITY under the direction and control of the CITY during 2011 thru 2013:

Traffic maintenance and operations services, including, but not limited to, Traffic signals, Street lighting, Traffic signs, Roadway markings, Raised pavement markers, and Minor engineering projects.

The Scope and Specific locations of any work requested shall be identified under the direction of the CITY. The CITY shall provide the COUNTY with a list of work for each year of the agreement.

SECTION 3. CITY'S RESPONSIBILITY. The CITY has agreed to pay up to the estimated amount of **\$25,000** per calendar year to complete the above described work or services and has agreed to an estimated completion date of **December 31st, 2013**. The CITY certifies that sufficient budgeted funds are available to cover the costs of the requested work or services, and agrees to make payment to the COUNTY.

SECTION 4. COMPENSATION AND BILLING PROCEDURE. In consideration for the provision of repair services described herein, the CITY agrees to pay the COUNTY for the actual work completed based on monthly billings and in accordance with the provisions of Section 2 and 3 above. Monthly billings will be calculated as indicated below.

- A. The labor rate billed to the CITY shall be increased by thirty percent (30%) to account for administration overhead. The rate of overhead includes Maintenance Administration costs and Department Administration costs. No supervision or maintenance office costs will be charged directly.
- B. Equipment use will be charged to the CITY based upon the hours used times the Pierce County Equipment Services Division (ESD) rental rate. A five percent (5%) administration charge will be assessed for processing.
- C. Materials and supplies will be billed at cost plus a ten percent (10%) administration processing fee. ESD inventory stocked items will be billed at the Pierce County ESD materials rate.
- D. The costs of services as outlined will be billed no later than the thirtieth (30th) day of the month by the COUNTY based on services provided in the previous month. Payments by the CITY will be due within thirty days of receipt of the billing. Monthly payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one half of one percent (.5%) per month.
- E. The billing rates for labor and equipment related to providing the functions and services each year after 2011 shall be adjusted annually, effective January 1st of each year to reflect current costs. Increases in the costs that are the results of changes in regulatory requirements will be included in any increases to billing rates after 2011.

SECTION 5. DURATION. This agreement shall remain in full force and effect upon the date that the last signature is affixed hereto until midnight December 31, 2013, unless otherwise renewed in writing by both parties.

SECTION 6. INDEMNIFICATION AND HOLD HARMLESS. The COUNTY shall defend, indemnify, and save harmless the CITY, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's service charges.

The CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the CITY does not assume liability or responsibility for or in any way release the COUNTY from any liability or responsibility which arises in whole or in part from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the COUNTY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including all chargeable costs and attorney's service charges.

It is specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

SECTION 7. NO THIRD-PARTY BENEFICIARY. The COUNTY does not intend by this agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this agreement to assume any contractual obligations to anyone other than the COUNTY. The COUNTY and the CITY do not intend that there be any third-party beneficiary to this agreement.

SECTION 8. INSURANCE COVERAGE. The COUNTY and the CITY shall maintain at all times during the course of this agreement a general liability insurance policy or other comparable coverage with a self-insured retention of no more than \$500,000.00 and a policy limit of no less than \$5,000,000.00 dollars.

SECTION 9. NON-DISCRIMINATION. The COUNTY and the CITY certify that they are Equal Opportunity Employers.

SECTION 10. ASSIGNMENT. Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

SECTION 11. NOTICE. Any formal notice or communication to be given by the COUNTY to the CITY under this agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

City of Auburn
25 West Main St
Auburn, WA 98001
attn: Pablo Para

Any formal notice or communication to be given by the CITY to the COUNTY under this agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

Pierce County Public Works & Utilities
4301 South Pine Street, Suite 446
Tacoma, WA 98409-7207
Attention: County Traffic Engineer

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the CITY or the COUNTY giving notice thereof to the other as herein provided.

SECTION 12. WAIVER. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 13. ENTIRE AGREEMENT. This agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this agreement and no prior agreements shall be effective for any purpose.

SECTION 14. AMENDMENT. Provisions within this agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both parties.

SECTION 15. SEVERABILITY. If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE. This agreement shall be governed by, construed, and enforced in accordance with the laws and regulations of the United States, the State of Washington, and the ordinances of Pierce County

SECTION 17. ATTORNEY FEES AND COSTS. In the event of any controversy, claim, or dispute arising out of or in any way relating to this agreement or its breach, the prevailing party shall be entitled to recover its cost and reasonable attorney fees.

IN WITNESS WHERE OF, the parties have caused this Agreement to be executed on this _____ day of _____, 2011.

CITY OF AUBURN

Mayor

Date

ATTEST:

Date

City Clerk

Date

Approved as to Form

Date

City Attorney

Date

PIERCE COUNTY

DEPARTMENT DIRECTOR

Date

DEP. PROSECUTING ATTY
(as to form only)

Date

BUDGET AND FINANCE

Date

EXECUTIVE DIRECTOR
(if applicable)

Date

RISK MANAGER

Date

COUNTY EXECUTIVE
(if over \$250,000)

Date

**SECOND AMENDMENT TO
MEMORANDUM OF AGREEMENT NO. 11-79192
BETWEEN PIERCE COUNTY
AND
CITY OF AUBURN
REGARDING TRAFFIC MAINTENANCE SERVICES**

THIS SECOND AMENDMENT to Agreement 11-79192 is entered into between **PIERCE COUNTY**, a municipal corporation and political subdivision of the State of Washington (herein referred to as "COUNTY"), and **CITY OF AUBURN**, a municipal corporation of the State of Washington (herein referred to as "CITY").

WHEREAS, the parties hereto have previously entered into Agreement No. 11-79192 fully executed on July 8, 2011, to establish the rights, duties, and responsibilities of the parties with regards to the traffic maintenance services requested by the CITY, and

WHEREAS; said Agreement was amended to add additional funds due to estimated work exceeding original budget due to the CITY requesting road striping services, by the First Amendment on June 5, 2012, and

WHEREAS, the CITY is requesting the COUNTY provide additional services to replace LED lighting modules in their traffic signals which costs would exceed the estimated amount allowable per calendar year in this agreement; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by each of the parties;

IT IS HEREBY AGREED as follows:

- 1 The COUNTY shall provide the agreed upon requested services to the CITY in accordance with this agreement.
2. The maximum consideration of this agreement shall be increased from **\$125,000** per calendar year to **\$175,000** per calendar year for 2012 and 2013.
3. **ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT**

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be duly executed, such parties acting by their representatives being there unto duly authorized.

The parties have executed this Agreement this 27th day of September, 2012.

CITY OF AUBURN

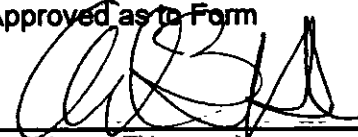


Mayor Date 9/4/2012

ATTEST _____ Date



City Clerk Date 9/4/2012

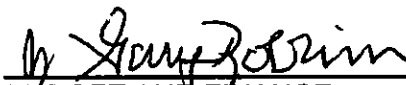
Approved as to Form _____ Date


City Attorney Date 9/29/12

PIERCE COUNTY

9-18-12


DEPUTY PROSECUTING ATTORNEY
Date
(as to form only)



BUDGET AND FINANCE 9/27/12

Approved:



DEPARTMENT DIRECTOR 9/20/12
Date

**FIRST AMENDMENT TO
MEMORANDUM OF AGREEMENT NO. 11-79192
BETWEEN PIERCE COUNTY
AND
CITY OF AUBURN
REGARDING TRAFFIC MAINTENANCE SERVICES**

THIS FIRST AMENDMENT to Agreement 11-79192 is entered into between **PIERCE COUNTY**, a municipal corporation and political subdivision of the State of Washington(herein referred to as "COUNTY"), and **CITY OF AUBURN**, a municipal corporation of the State of Washington (herein referred to as "CITY").

WHEREAS, the parties hereto have previously entered into Agreement No.11-79192 fully executed on July 8, 2011, to establish the rights, duties, and responsibilities of the parties with regards to the traffic maintenance services requested by the CITY, and

WHEREAS, the services requested by the CITY costs exceed the estimated amount allowable per calendar year in this agreement; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by each of the parties;

IT IS HEREBY AGREED as follows:

- 1 The COUNTY shall provide the agreed upon requested services to the CITY in accordance with this agreement.
2. The maximum consideration of this agreement shall be increased from **\$25,000** per calendar year to **\$125,000** per calendar year for 2012 and 2013.
3. **ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT**

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be duly executed, such parties acting by their representatives being there unto duly authorized.

The parties have executed this Agreement this 5th day of June, 2012.

CITY OF AUBURN

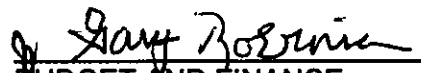

Signature _____ Date 6/12/2012

Mayor
Title _____

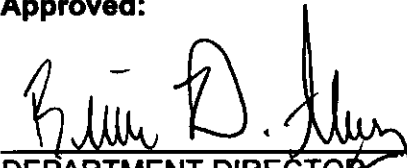


PIERCE COUNTY


DEPUTY PROSECUTING ATTORNEY Date 6-7-12
(as to form only)


BUDGET AND FINANCE Date 7/11/12

Approved:


For DEPARTMENT DIRECTOR Date 7-2-12


EXECUTIVE Date 7/16/12



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5067

Date:

April 29, 2014

Department:

Finance

Attachments:

[Resolution No. 5067](#)

[Application](#)

[CIP](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5067.

Background Summary:

The City's Airport is in need of improvements to its security gate, an obstruction survey for GPS approach and to acquire land from King County to protect approaches.

The cost of these projects is estimated to total \$500,000.00, funding for which will come from the FAA, the Washington State Department of Transportation (grant), and the City of Auburn. This request is to apply for, and accept, the proposed award of \$25,000.00 from the Washington State Department of Transportation (WSDOT), Aviation Division.

Other Airport Projects Sources of Funding:

<u>Funding Source</u>	<u>Amount</u>
Federal Funds (FAA)	450,000.00
State Funds (WSDOT)	25,000.00
Local Funds	<u>25,000.00</u>
Total	\$500,000.00

Reviewed by Council Committees:

Finance, Municipal Services

Councilmember: Pelosa

Staff: Coleman

Meeting Date: May 5, 2014

Item Number: RES.E

RESOLUTION NO. 5067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE CITY TO APPLY FOR, AND IF AWARDED, TO ACCEPT FEDERAL GRANT FUNDS IN THE AMOUNT OF \$450,000.00 FROM THE FEDERAL AVIATION ADMINISTRATION, AND STATE GRANT FUNDS IN THE AMOUNT OF \$25,000.00 FROM THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AVIATION DIVISION FOR VARIOUS AIRPORT IMPROVEMENTS, AND AUTHORIZING THE EXECUTION OF THE GRANT AGREEMENT THEREFOR

WHEREAS, the Auburn Municipal Airport is in need of improvements to its security gate, an obstruction survey for GPS approach, and to acquire land from King County to protect approaches, at a total cost of \$500,000.00 in order to ensure the airport is in compliance with FAA standards; and,

WHEREAS, the City of Auburn will apply for a Federal Aviation Administration grant in the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00), representing funds to be used towards these improvements as specified above; and

WHEREAS, the City of Auburn will submit to the Washington State Department of Transportation (WSDOT) a request for state grant funds in the amount of Twenty-Five Thousand Dollars (\$25,000.00), representing funds to be used towards these improvements as specified above; and

WHEREAS, the City of Auburn has available and is willing to provide the remaining amount up to Twenty-Five Thousand Dollars (\$25,000.00) needed as the City's local match.

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

Section 1. Purpose. The Auburn City Council does hereby authorize the City's expenditure of Twenty-Five Thousand Dollars (\$25,000.00) needed to complete this project. The Mayor of the City of Auburn is hereby authorized to apply for the Federal Aviation Administration and Washington State Department of Transportation, Aviation Division grants, and to accept these grants should they be awarded to the City of Auburn.

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

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 _____, 2014.

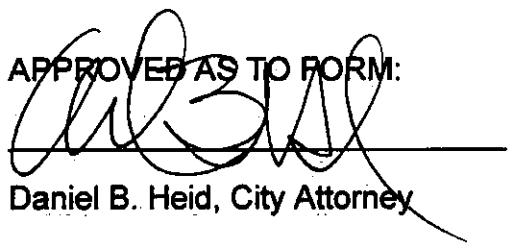
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney



**Washington State
Department of Transportation**

Aviation Division
18204 59th Drive NE, Suite B
Arlington, Washington 98223-8701

Airport Aid Application

Date of Request

4/18/2014

1 Public Entity City of Auburn Name - Applicant's Authorized Representative Shelley Coleman Address (City, Street, State, Zip) 25 W Main Street Auburn, WA 98001 Phone (Include Area Code) 253-804-5019		2 Airport Auburn Municipal Airport Runway Length(s) and Width(s) 3,400'x75' No. of Based Aircraft Total <u>277</u> Single <u>269</u> Multi <u>8</u> 3 Number of Annual Operations GA <u>141,000</u> Commercial <u>0</u> Runway Lighting ☐ Low ☒ Med. ☐ High Intensity ☐ None ☒ Rotating Beacon ☒ Lighted ☒ IFR ☒ VFR ☒ NPIAS Airport ☐ Non-NPIAS Airport	
--	--	---	--

4 No.	Project by Priority and Description	Total Project Costs	Local Funds	Aviation Division Funds	Federal Funds	Volunteer Labor and Materials
1	Security Camera/Gate Access Upgrades	50,000.00	2,500.00	2,500.00	45,000.00	0.00
2	Obstruction Survey for GPS Approach	150,000.00	7,500.00	7,500.00	135,000.00	0.00
3	Acquire Land from park and ride site to protect approaches	300,000.00	15,000.00	15,000.00	270,000.00	0.00
Totals		500,000.00	25,000.00	25,000.00	450,000.00	0.00

5 Approved Airport Layout Plan ☒ Yes ☐ No Protective Zoning in Place ☒ Yes ☐ No	6 Expected Start Date: <u>1/1/2015</u> Expected Completion Date: <u>12/31/2016</u>
--	---

7 Project to be Managed by: Name City of Auburn, Shelley Coleman Title Finance Director Phone (Include Area Code) 253-804-5019	Address 25 W Main Street Auburn, WA 98001
--	---

8 Signature of Applicant's Authorized Representative

Return **Signed Original** to Aviation Division and retain a copy for your records.

DRAFT PROJECTS FOR WSDOT AND FAA										
As of Feb 18 2014										
priority	ProjectTitle	ProjectDescr	ProjectSta rtYear	Total	FAA	State	City	ProjectCategory	WorkCodes	ProjectStatus
1	Conduct Master Plan Update	Update to Master Plan	2012	225,000	202,500	11,250	11,250	Planning	PL,PL,ME	Funded
2	Wildlife Hazard Assesment	Wildlife Hazard Assesment	2013	70,000	63,000	3,500	3,500	Capital,Planning	EN,PL,MA	Funded
3	Apron Rehabilitation (assoc with Runway 16/34)	Crack Sealing and top coating apron, taxiways, and runway with striping.	2013	300,000	270,000	15,000	15,000	Maintenance,Safety	RE,AP,IM	Funded
3	Runway 16/34 Striping (assoc. with Apron rehab)	Re-stripe runway 16/34 and add non-precision instrument markings to runway	2014	10,000	9,000	500	500	Safety,Runway Safety	RE,RW,IM	Planned
3	Security Camera and Gate access upgrades	Install security cameras and upgraded gate-carded access throughout airport	2014	50,000	45,000	2,500	2,500	Safety		
4	Obstruction Survey for GPS Approach (Next Gen)	Obstruction Survey to lower minimums and remove night/circle restriction on existing approach	2015	150,000	135,000	7,500	7,500	Capital	ST,OT,OB	Planned
4	Runway extension	Extend runway 16/34 per ALP/Master Plan MPU for increased safety	2016	1,100,000	990,000	55,000	55,000	Runway safety		
5	Acquire Land-Park and Ride	Acquire Land at the current Park and Ride for future approaches.	2015	300,000	270,000	15,000	15,000	Planning,Land Acquisition	ST,LA,SZ	Planned
6	Install Weather Reporting Equipment	Install Weather Reporting Equipment for Instrument Approach	2017	300,000	270,000	15,000	15,000	Capital,Safety	ST,EQ,WX	Planned
7	Construct Fuel Farm for Jet A	Construct Fuel Farm for Jet A service at airport	2017	150,000	135,000	7,500	7,500	Capital,Safety	OT,OT,FF	Planned
8	Acquire Land-Armstrong	Acquire Land from Armstrong (1.47 ac)	2018	735,206	661,685	36,760	36,760	Land Acquisition	ST,LA,DV	Planned
9	Acquire Land-Columbia Bank	Acquire Land from Columbia Bank surplus property.	2018	300,000	270,000	15,000	15,000	Planning,Land Acquisition	ST,LA,DV	Planned
10	Install PAPI for Runway 16/34 (W)	Install PAPI (precision approach path Indicator) for Runway 16/34 to replace aging VASI system.	2019	100,000	90,000	5,000	5,000	Safety,Runway Safety	SP,RW,VI	Planned
11	West Side Fencing	Install Fence on West Side of property	2019	42,000	37,800	2,100	2,100	Capital,Safety,Security	ST,EQ,SE	Planned

2/18/2014
Draft Airport CIP for WSDOT



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5068

Date:

April 30, 2014

Department:

Administration

Attachments:

[Resolution No. 5068 & agreement](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5068.

Background Summary:

On March 22, 2014, Snohomish County experienced a devastating landslide that impacted the City of Oso and surrounding communities. Snohomish County requested Mutual Assistance from the City of Auburn to support their emergency operations. In order to receive reimbursement for those costs above and beyond normal City of Auburn operating costs, a Mutual Assistance agreement must be signed with Snohomish County.

Reviewed by Council Committees:

Finance

Councilmember: Wales

Staff: Hursh

Meeting Date: May 5, 2014

Item Number: RES.F

RESOLUTION NO. 5068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND SNOHOMISH COUNTY FOR MUTUAL ASSISTANCE, AND TO DONATE STAFF TIME RELATED TO THE STATE ROUTE 530 FLOOD AND MUDSLIDE

WHEREAS, RCW 38.56.020, Intrastate Mutual Aid System ("System"), was established to provide for mutual assistance in an emergency among political subdivisions and federally recognized Indian tribes; and

WHEREAS, Snohomish County requested assistance from all local jurisdictions to assist in responding to the State Route 530 Flood and Mudslide ("Slide"); and

WHEREAS, the Slide was an unprecedented natural disaster, which claimed at least 40 lives, and has cost, and is costing, Snohomish County and its communities millions of dollars; and

WHEREAS, the City of Auburn provided City staff and civilian volunteers to provide support to the Snohomish County Emergency Operations Center ("EOC") for approximately two weeks; Of the staff and volunteers that provided assistance to the EOC, two were salaried employees, one was hourly, one was a contract employee, and the rest were civilian volunteers. All City staff obtained permission from their Department Heads and the Mayor to deploy, and their co-workers provided support so that none of their regular work suffered. Therefore, there was very little additional cost to the City (some overtime for the hourly employee, and the cost of the contract employee); and

WHEREAS, while RCW 38.56.020(3)(a) automatically includes Auburn in the System, good accounting procedures dictate that requesting and responding organizations enter into written agreements that provide for a process for obtaining reimbursement from the requesting jurisdiction to the responding jurisdiction; and

WHEREAS, RCW 38.56.070(1) allows a responding jurisdiction to donate assistance provided to a requesting jurisdiction. Additionally, the value of donated assistance may be used by the requesting jurisdiction to qualify for federal assistance;

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

Section 1. That the City Council and Mayor of the City of Auburn expresses its deepest sympathy to the Oso Community, and the Cities of Arlington and Darrington on the loss of their loved ones, colleagues, and neighbors.

Section 2. That the Mayor is hereby authorized to execute an Agreement between the City and Snohomish County for Mutual Assistance, which agreement shall be in substantial conformity with the agreement attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. That the Mayor is authorized to donate the staff costs incurred by the City, with the exception of overtime, and the amount incurred for contract employees, to Snohomish County.

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

Section 4. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2014.

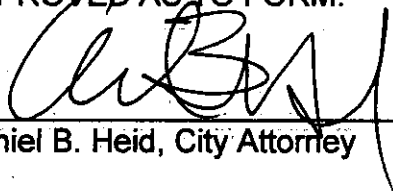
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Exhibit A
EMERGENCY RESPONSE AND
RECOVERY MUTUAL ASSISTANCE AGREEMENT

THIS AGREEMENT is entered by and between Snohomish County, hereafter referred to as "Requesting Jurisdiction" and the City of Auburn, hereafter referred to as the "Responding Jurisdiction".

WHEREAS, RCW 38.56.020, Intrastate Mutual Aid System, was established to provide for mutual assistance in an emergency among political subdivisions and federally recognized Indian tribes; and

WHEREAS, the Requesting Jurisdiction has experienced a devastating catastrophic event requiring immediate response and recovery efforts; and

WHEREAS, the Requesting Jurisdiction and Responding Jurisdiction are member jurisdictions of the Intrastate Mutual Aid System; and

WHEREAS, mutual assistance has been requested by the Requesting Jurisdiction from the Responding Jurisdiction.

BILLING AND PAYMENT: The Responding Jurisdiction will maintain a record of costs of mutual assistance provided and submit timely invoice(s) for reimbursement. The Requesting Jurisdiction shall promptly reimburse the Responding Jurisdiction for all response and recovery expenses incurred. Such expenses must be properly ascertained, accumulated and reported to the Requesting Jurisdiction.

TRANSFER/ASSIGNMENT: Neither party shall have the right to transfer or assign, in whole or part, any or all of its obligations and rights hereunder without the prior written consent of the other party. When executed, this agreement shall be

binding upon and shall inure to the benefit of the parties and their successors in interest.

TERM OF AGREEMENT: This agreement shall be in force upon signature of both parties. If either party desires to terminate the relationship created by this agreement, then they must provide not less than ninety (90) days written notice to the other party.

RELEASE AND HOLD HARMLESS: The Responding Jurisdiction agrees to release and hold harmless the Requesting Jurisdiction from any and all injuries, illness or losses which an individual may suffer as a result of serving in the above capacity.

COMMAND, CONTROL AND COORDINATION: The Responding Jurisdiction shall exercise direct supervisory authority over assigned individuals providing mutual assistance.

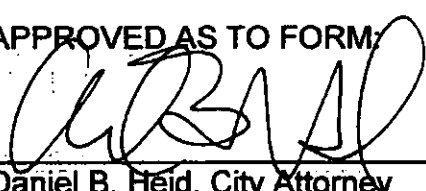
NANCY BACKUS, MAYOR

Snohomish County Signature

Dated: _____

Dated: _____

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

APPROVED AS TO FORM:

Snohomish County Signature

Dated: _____

Dated: _____