

**City Council Meeting
April 6, 2015 - 7:00 PM
Auburn City Hall
AGENDA**

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[Watch the meeting video](#)

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

I. CALL TO ORDER

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

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

- A. Pierce County Transit Presentation
Nancy Henderson, Pierce County Transit Commissioner, to present an update on Pierce Transit.
- B. Arbor Day Proclamation
Mayor Backus to proclaim April 16th 2015 as "Arbor Day" in the City of Auburn.
- C. Volunteer Week Proclamation
Mayor Backus to proclaim April 12-18th, 2015 as Volunteer Week in the City of Auburn.

III. APPOINTMENTS

IV. AGENDA MODIFICATIONS

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

- A. **Public Hearings**
No public hearing is scheduled for this evening.
- B. **Audience Participation**
This is the place on the agenda where the public is invited to speak to the City Council on any issue. Those wishing to speak are reminded to sign in on the form provided.
- C. **Correspondence**
There is no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

VII. CONSENT AGENDA

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

A. **Minutes of the March 16, 2015 City Council Meeting***

B. **Claims Vouchers (Coleman)**

Claims voucher numbers 432843 through 433073 in the amount of \$2,807,258.30 and two wire transfers in the amount of \$153,901.86 and dated April 6, 2015.

C. **Payroll Voucher (Coleman)**

Payroll check numbers 535440 through 535470 in the amount of \$289,951.97, electronic deposit transmissions in the amount of \$1,305,456.64 for a grand total of \$1,595,408.61 for the period covering March 12, 2015 to April 01, 2015.

D. **Public Works Project No. CP1409* (Snyder)**

City Council to approve Final Pay Estimate No. 1 to small works Contract No. 14-20 in the amount of \$95,019.02 and accept construction of Project No. CP1409, Oravetz PI SE Flooding Mitigation

E. **Public Works Project No. CP0765* (Snyder)**

City Council to award Contract No. 15-04 to Paso Robles Tank, Inc. on their low bid of \$1,242,580.00 plus Washington State sales tax of \$118,045.10 for a total contract price of \$1,360,625.10 for Project No. CP0765, Lakeland Hills Reservoir 5 Improvements

F. **Public Works Project No. CP1308* (Snyder)**

City Council to approve Change Order No. 3 in the amount of \$208,050.00 to Contract No. 14-04 for work on Project No. CP1308, BNSF Utility Crossings

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

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. ORDINANCES

A. **Ordinance No. 6558 (Second Reading)* (Coleman)**

An Ordinance of the City Council of the City of Auburn, Washington, amending Ordinance No. 6533, the 2015-2016 Biennial Budget Ordinance, authorizing amendment to the City of Auburn 2015-2016 Budget as set forth in Schedule "A" and Schedule "B"

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6558.)

B. **Ordinance No. 6559 (First Reading)* (Snyder)**

An Ordinance of the City Council of the City of Auburn, Washington, approving the Final Plat of Mountain View North, PLT14-0009

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6559.)

XI. RESOLUTIONS

A. **Resolution No. 5135* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a water service area boundary line agreement between the City of Auburn and the City of Bonney Lake

(RECOMMENDED ACTION: City Council adopt Resolution No. 5135.)

B. **Resolution No. 5136* (Hursh)**

A Resolution of the City Council of the City of Auburn, Washington, expressing support for King County Proposition No. 1 - the Emergency Public Safety Radio Network Replacement Project

King County Proposition No. 1

Regular Property Tax Levy for Emergency Public Safety Radio Network Replacement Project

The King County council passed Ordinance 17993 concerning funding for a new, upgraded regional emergency radio network. This proposition would provide funding to replace the current aging emergency radio network used for dispatching and communicating with police, fire and other first responders. The proposition would fund capital and transition costs as defined in Ordinance 17993 and would authorize King County to levy an additional regular property tax of \$0.07 per \$1,000 of assessed valuation for nine years with collection beginning in 2016. The 2015 levy amount would be used to compute limitations under Chapter 84.55 RCW for the eight succeeding years. Should this proposition be:

Approved

Rejected

(RECOMMENDED ACTION: City Council adopt Resolution No. 5136.)

C. **Resolution No. 5139* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, to provide an address change for 35 City owned and operated park properties

(RECOMMENDED ACTION: City Council adopt Resolution No. 5139.)

D. **Resolution No. 5140* (Hursh)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a Human Services agreement between the City of Auburn and Public Health - Seattle & King County to fund the Auburn Public Health Center in 2015-2016

(RECOMMENDED ACTION: City Council adopt Resolution No. 5140.)

E. **Resolution No. 5141* (Hursh)**

A Resolution of the City Council of the City of Auburn, Washington, selecting a Nominee to serve as a member of the Board of Commissioners for Pierce Transit

(RECOMMENDED ACTION: City Council adopt Resolution No. 5141.)

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

B. From the Mayor

XIII. ADJOURNMENT

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

*Denotes attachments included in the agenda packet.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the March 16, 2015 City Council Meeting

Date:

March 26, 2015

Department:

Administration

Attachments:

[3-16-2015 minutes](#)

Budget Impact:

\$0

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

Meeting Date: April 6, 2015

Item Number: CA.A



**City Council Meeting
March 16, 2015 - 7:00 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

A. Pledge of Allegiance

Mayor Nancy Backus called the meeting to order at 7:00 p.m. and led those in attendance in the Pledge of Allegiance.

B. Roll Call

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

Department Directors and staff members present: Innovation and Technology Operations Manager Ashley Riggs, Innovation and Technology Customer Support Manager Reba Stowe, Community Development and Public Works Director Kevin Snyder, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Utilities Engineering Manager Lisa Tobin, Storm Drainage Engineer Tim Carlaw, Water Quality Program Coordinator Chris Thorn, City Attorney Daniel B. Heid, Parks, Arts and Recreation Director Daryl Faber, Public Affairs and Marketing Liaison Dana Hinman, Police Chief Bob Lee, Finance Director Shelley Coleman, Director of Administration Michael Hursh, Executive Assistant to the Mayor Tamie Bothell, Council Secretary Antoinette Manthey and Deputy City Clerk Shawn Campbell.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Goodwill Ambassadors Proclamation

Mayor Backus to proclaim Morgan Warren, Miss Auburn 2015 and Keely Franchini, Miss Auburn's Outstanding Teen 2015 as "Goodwill Ambassadors" for the City of Auburn

Mayor Backus read a proclamation declaring Morgan Warren, Miss Auburn 2015 and Keely Franchini, Miss Auburn's Outstanding Teen 2015 as "Goodwill Ambassadors" for the City of Auburn.

Ms. Warren thanked Council for their support. She stated her platform is to support a positive self body image. She has prepared a presentation to present at local schools and events.

Ms. Franchini stated her platform is in support of the Leukemia and Lymphoma Society. She has a friend who recently passed away from leukemia. She is planning a walk-a-thon at her school.

Mayor Backus thanked the Miss Auburn executive directors Tamie Bothell and Lonna Graves and the parents of Ms. Warren and Ms. Franchini for their support of the Miss Auburn Program.

B. Valley Communications Center

Lora Ueland, Director of Valley Communications Center, to provide a highlight on the basics of 911/Introduction to Valley Communications

Lora Ueland the Executive Director from Valley Communications Center presented Council with a brief history of the Valley Communications system., She listed the areas that Valley Communications serves, reviewed the organization chart, and noted that Valley Communications is a nationally recognized 911 agency. Ms. Ueland reviewed Valley Communications' mission statement, explaining that it can take up to 18 months for a new employee to be an independent 911 dispatcher. Ms. Ueland explained the 911 features will be changing due to technology including the ability to send texts, video and pictures to 911. Ms. Ueland reviewed Valley Communications annual calls for the last 12 years. She explained the call volumes trends could not be explained but seem to be County wide.

Councilmember DaCorsi asked about the turnover rate. Ms. Ueland stated Valley Communications has a 93% retention rate. They work very hard to ensure employees have everything they need.

Mayor Backus stated the team at Valley Communications is very professional and caring.

Councilmember Wales explained approximately three years ago Council spent a morning with staff at Valley Communications. She was very impressed by the teamwork displayed by the staff. She also was very impressed by all the emergency materials available. Councilmember Trout confirmed the caller GPS information is as up-to-date as possible within the system.

Ms. Ueland noted Valley Communications is holding a Citizens Academy in September, elected officials are encouraged to attend.

III. APPOINTMENTS

A. White River Valley Historical Society Board

City Council to appoint Jackie Swanson to the White River Historical Society Board for a three year term to expire December 31, 2017.

Deputy Mayor Holman moved and Councilmember Osborne seconded to confirm the appointment of Jackie Swanson to the White River Valley Historical Society Board for a three year term to expire December 31, 2017.

Councilmember Pelozo noted the City is lucky to have Ms. Swanson join the Historical Society Board.

MOTION CARRIED UNANIMOUSLY. 7-0

IV. AGENDA MODIFICATIONS

Updated Agenda Bill and Project CP1118, CP1119 Budget Status Sheets were added to Consent Agenda item Public Works Contract No. 14-19.

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

1. Public Hearing for Stormwater Management Program Plan (Snyder)
City Council to conduct a public hearing to receive public comments and suggestions with regard to the Stormwater Management Program Plan

Storm Drainage Engineer Carlaw provided the staff presentation to Council. The 2015 Stormwater Program Plan is in response to the City's National Pollution Discharge Elimination System Phase 2 Permit that is administered by the Department of Ecology. The City has met the requirements of the permit for this cycle. The public hearing culminates the public review period.

Mayor Backus opened the public hearing at 7:24 p.m.

Rodney Brotton, 28723 124th Avenue SE, Auburn
Mr. Brotton noted in the 10 years he has lived in the City of Auburn his storm water bill has increased 433%. He questioned the purpose of the storm utility charges as there are no curbing or gutters by his home.

Storm Drainage Engineer Carlaw explained the storm water monthly fees pay for the overall administration of the storm utility, which include maintenance of the existing storm utility, capital improvements and funding for the National Pollution Discharge Elimination System program (NPDES). The fees are not tied to a specific property or address.

Virginia Haugen, 2503 R Street SE, Auburn
Ms. Haugen asked if Mr. Brotton has a storm drain or a gutter.

There being no further comments Mayor Backus closed the public hearing at 7:28 p.m.

2. Public Hearing for 2015 Consolidated Annual Performance and Evaluation Report (CAPER) (Hursh)
City Council to conduct a public hearing on the 2014 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program

Director of Administration Hursh explained in order for the City to receive the Community Development Block Grant Program funds the City is required to submit a plan on how the City intends to spend the funds and then report each year on how the funds were spent.

Mayor Backus opened the public hearing at 7:30 p.m. No one requested to address the Council and the hearing was closed.

B. Audience Participation

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

Gayle Butcher, 1906 Riverview Drive NE, Auburn
Ms. Butcher explained that when King County placed sand bags in her back yard to protect her home from the Howard Hanson Dam it prevented her back yard from being able to drain causing flooding problems in her basement that she has since mitigated. She now has a new neighbor that has removed the blackberry bushes, and King County reports her home is in danger. She has asked the City to help her advocate with the County.

Mayor Backus asked Director Snyder to work with Ms. Butcher.

Tyler Farmer, 400 Melrose Avenue E, Seattle
Mr. Farmer stated he is here this evening representing the Master Builders Association. He requested the Council consider a phased in increase to the System Development Charges.

Corey Watson, 14725 SE 36th Street, Bellevue
Mr. Watson represents Quadrant Homes Builders in the Auburn area. He stated home values in Auburn are still 18% below their peak. There are more homes being added but sales are flat, and 21% of the homeowners in the Lea Hill area owe more on their homes than they are worth. Mr. Watson stated Quadrant Homes is also asking for a phased in approach to the System Development Charges.

Jeremiah LaFrenca, 1120 Pacific Avenue, Tacoma
Mr. LaFrenca stated he represents the Pierce County Master Builders Association. He expressed his concern about the increase to the System Development Charges and asked for a phased in approach to alleviate some of the initial burden.

Virginia Haugen, 2503 R Street SE, Auburn
Ms. Haugen noted Council voted to cancel the last Study Session. The Councilmembers received funds to attend meetings outside the City. She believes the cost to the City is higher since the City no longer has Council Committee meetings.

C. Correspondence

There was no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

Councilmember Wales reported on behalf of the Council ad hoc committee on finance that reviews claims and payroll vouchers. Councilmember Wales reported that she and Councilmember Trout reviewed claims vouchers in the amount of \$2.1 million and payroll vouchers in the total amount of \$3.3 million. The ad hoc committee recommends approval of the claims and payroll vouchers as presented on this evening's Consent Agenda.

Councilmember Wales of the Council ad hoc committee on committees advised the committee will provide a report at the March 23rd Council study session.

VII. CONSENT AGENDA

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

- A. Minutes of the Febraury 9, 2015 Study Session
- B. Minutes of the March 2, 2015 Regular Council Meeting
- C. Claims Vouchers (Coleman)
Claims voucher numbers 432663 through 432842 in the amount of \$3,303,282.62 and three wire transfers in the amount of \$22,325.08 and dated March 16, 2015.
- D. Payroll Vouchers (Coleman)
Payroll check numbers 535406 through 535439 in the amount of \$908,737.98, electronic deposit transmissions in the amount of \$1,298,703.46 for a grand total of \$2,207,441.44 for the period covering February 26, 2015 to March 11, 2015.
- E. Public Works Consultant Agreement No. AG-C-363 (Snyder)
City Council to grant permission to enter into amendment No. 9 to the annual on-call consultant agreement No. AG-C-363 with Carollo Engineers for professional services related to water system hydraulic modeling
- F. Public Works Project No. CP0909 (Snyder)
City Council to approve Final Pay Estimate No. 13 to Contract No. 12-02 in the amount of \$12,377.41 and accept construction of Project No. CP0909, Academy Booster Pump Station
- G. Public Works Contract No. 14-19 (Snyder)
City Council to award Contract No. 14-19 to Stan Palmer Construction on their low bid of \$3,733,047.00 plus Washington State sales tax of \$52,190.63 for a total contract price of \$3,785,237.63 for Project Nos. CP1118 and CP1119, Auburn Way South Corridor Improvements
- H. Public Works Project CP1303 (Snyder)
City Council to approve final payment and accept the City Hall Phase II Remodel, Project CP1303
- I. Public Works Project No. CP1122 (Snyder)
City Council to award Contract No. 15-06 to R.L. Alia Company on their low bid of \$1,713,160.80 plus Washington State sales tax of \$138,393.45 for a total contract price of \$1,851,554.25 for Project No. CP1122, 30th St NE Area Flooding – Phase 1a

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

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

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

There was no new business.

X. ORDINANCES

A. Ordinance No. 6558 (First Reading) (Coleman)

An Ordinance of the City Council of the City of Auburn, Washington, amending Ordinance No. 6533, the 2015-2016 Biennial Budget Ordinance, authorizing amendment to the City of Auburn 2015-2016 Budget as set forth in Schedule "A" and Schedule "B"

Councilmember DaCorsi moved and Councilmember Trout seconded to adopt Ordinance No. 6558

Councilmember Pelosa questioned what the Council Chambers remodel project. Director Hursh explained the remodel is a paired down plan from a previous plan that still includes updating the sound and recording equipment, new carpet and a raised dais. Mayor Backus noted a portion of the funds will come from Comcast.

Councilmember Osborne asked which storm water drainage projects are included in the budget amendment. Director Coleman listed Projects CP1122, 30th ST NE Area Flooding Phase 1; CP1320, M&O Storm Drainage Improvements Project; additional funding for CP1202, Auburn Way South Flooding improvements Phase 2; CP1308, BNSF Utility Crossing Project; CP1312, Annual Storm Repair and Replacement Project; CP1316, East Ridge Manor Drainage Improvement, additional funding for CP1109, storm pipeline repair and replacement program; CP0746, Mill Creek Wetland 5 K; CP1409 Oravetz Place SE Flooding Mitigation Project Mitigation Project; CP1405, Storm Comprehensive Plan; additional budget for CP1108, Citywide Storm Pond Cleaning; CP1207, D Street Utilities Improvements, and CP2303, Auburn Way South Flooding Improvements Phase 2,

Councilmember Wales thanked the administration for planning to upgrade the technology in Council Chambers.

Councilmember Pelosa moved and Councilmember Wales seconded to suspend rules and approve Ordinance No. 6558 on first reading.

Councilmember Osborne stated he has questions he would like to take the next two weeks to get answered.

MOTION FAILED. 0-7

B. Ordinance No. 6555 (Second Reading) (Snyder)

An Ordinance of the City Council of the City of Auburn, Washington, granting to Astound Broadband, LLC, a Washington Limited Liability Company, a franchise for telecommunications and related services

Deputy Mayor Holman called for the Question.

MOTION CARRIED UNANIMOUSLY. 7-0

XI. RESOLUTIONS

A. Resolution No. 5130 (Hursh)

A Resolution of the City Council of the City of Auburn, Washington, to accept the Consolidated Annual Performance and Evaluation Report (CAPER) for the 2014 program year

Councilmember Pelozza moved and Councilmember Trout seconded to adopt Resolution No. 5131.

Councilmember Pelozza stated the City uses these funds to provide Human Services for the City of Auburn. He requested Director Hursh give a brief break down for funds used in the City for human services. Director Hursh explained the City gave \$65,000.00 to emergency housing needs, \$20,000.00 to low cost daycare and \$175,000.00 for housing repair funding.

King County Housing has approximately 900 units in Auburn.

Councilmember Osborne noted the City matches the funds received from the Community Development Block Grant. Councilmember Wales stated the City has developed an outcome based application for distribution of funds.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5131 (Snyder)

A Resolution of the City Council of the City of Auburn, Washington, approving the 2015 Stormwater Management Program Plan and authorizing the Mayor to include a copy of the program plan in the National Pollutant Discharge Elimination System Western Washington Phase II Municipal Stormwater Permit Annual Report for 2014 to the Washington State Department of Ecology

Councilmember Osborne moved and Councilmember Holman seconded to adopt Resolution No. 5131.

Councilmember Pelozza noted the City is under very strict rules for the National Pollution Discharge Elimination System (NPDES). He requested staff provide additional information regarding the NPDES requirements. Councilmember Wagner also requested staff explain the increased State of Washington requirements. Utilities Engineering Manager Tobin requested Council allow staff time to provide them this information at a future study session.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Resolution No. 5134 (Snyder)

A Resolution of the City Council of the City of Auburn, Washington, amending the City of Auburn fee schedule to adjust for additional fees and charges

Councilmember Osborne moved and Councilmember Holman seconded to adopt Resolution No. 5134.

Councilmember Osborne stated this resolution adjusts the System Development Charges for water, sewer and storm. The sewer fees have not been adjusted since 1996. The Water and Storm fees were adjusted in 2006. The City is trying to adjust and recover the amounts needed to catch up to the amount needed to connect into the City system and the future expenses of the system. Councilmember Wales noted the City's proposed fees are on par with the surrounding jurisdictions. Deputy Mayor Holman asked for graphs that show different approaches. Director Snyder provided Council a page including

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the proposed System Development Charges, 2015 Water SDC's by meter Size, 2015 Sewer SDC's by RCE's, Water, Sewer, and Storm SDC's beginning March 30, 2015. Mayor Backus clarified RCE's are Residential Customer Equivalent.

Councilmember DaCorsi stated the City has viewed this from many angles and perspectives, and it is now time to move forward. Councilmember Wagner stated a nine month phase in may make sense. Deputy Mayor Holman stated the nine months phase in would be worth reviewing the numbers.

Director Snyder stated he understands this is a hard and complicated decision. The needs of the water system are currently growing. The City needs to fund the system. It is currently under funded and will need additional funds to move forward.

Councilmember Wagner stated he understands the City has been behind in the fees collected for SDC's. He would like to explore ways to continue to work together with the builders in the area.

MOTION CARRIED. 4-3 Deputy Mayor Holman, Councilmember Wagner and Councilmember Trout voted no.

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Councilmember Trout reported she attended 2015 Annual Economy Board meeting, the Domestic Violence Advocacy Group of Pierce County meeting, and a DARE Graduation at Terminal Park Elementary.

Councilmember Osborne reported he attended the National League of Cities Conference where he worked on a long range Transportation Bill.

Councilmember Pelozo reported he attended the National League of Cities Conference, the Energy, Environment and Policy meeting and the King County Solid Waste Advisory Committee meeting,

Councilmember Wagner reported he attended the Puget Sound Regional Council meeting.

Councilmember Wales noted prior to going to the National League of Cities Conference, the Council met with various community members, staff, and local leaders to develop the top three priorities for the City of Auburn. When the Council met with their Congressional delegation they presented a united front with a united platform and the City's three priorities.

B. From the Mayor

Mayor Backus reported she attended the Valley Cities meeting, the King County Flood Control District meeting to discuss the System Wide Improvement Framework (SWIF), the King County Metro Service Transit Task Force, Nick Konklers Celebration of Life, the National League of Cities Conference, and provided the welcome at the United States Cup Stacking

Championships, the Lions Club auction and the Committee to End Homelessness Strategic Planning session.

XIII. EXECUTIVE SESSION

At 8:45 p.m., Mayor Backus recessed the meeting to executive session for approximately ten minutes in order to discuss pending/potential litigation pursuant to RCW 42.30.110(1)(i). Mayor Backus indicated no Council action would follow the executive session. City Attorney Heid and Director Shelley Coleman attended the executive session. Mayor Backus reconvened the meeting at 9:06 p.m.

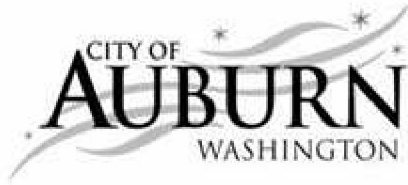
XIV. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 9:06 p.m.

APPROVED this ____ day of _____, 2015.

NANCY BACKUS, MAYOR

Shawn Campbell, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers

Date:

April 1, 2015

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council Approve Claims Vouchers

Background Summary:

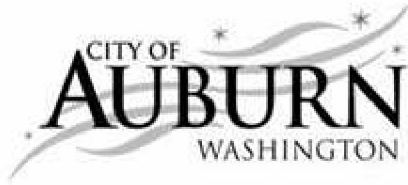
Claims voucher numbers 432843 through 433073 in the amount of \$2,807,258.30 and two wire transfers in the amount of \$153,901.86 and dated April 6, 2015.

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

Coleman

Meeting Date: April 6, 2015

Item Number: CA.B



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Voucher

Date:

April 1, 2015

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

Approve Payroll Vouchers

Background Summary:

Payroll check numbers 535440 through 535470 in the amount of \$289,951.97, electronic deposit transmissions in the amount of \$1,305,456.64 for a grand total of \$1,595,408.61 for the period covering March 12, 2015 to April 01, 2015.

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

Coleman

Meeting Date: April 6, 2015

Item Number: CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1409

Date:

March 12, 2015

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)

[Final Pay Estimate No. 1](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Final Pay Estimate No. 1 to Small Works Contract No. 14-20 in the amount of \$95,019.02 and accept construction of Project No. CP1409, Oravetz PI SE Flooding Mitigation.

Background Summary:

The purpose of the project was to mitigate the flooding problems occurring on the Danner Corporation property located at 307 Oravetz PI SE. The work consisted of installing approximately 500 feet of a new storm drainage line across the Auburn Valley Humane Society property (4910 A St SE) and connecting into the existing storm drainage system on A St SE.

A project budget contingency of \$10,227.00 remains in the 432 (Storm) fund.

The final contract amount is within the budget and within the authorized contingency for the project.

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

Snyder

Meeting Date: April 6, 2015

Item Number: CA.D

BUDGET STATUS SHEET

Project No: CP1409	Project Title: Oravetz PI SE Flooding Mitigation
Project Manager: Seth Wickstrom	

Initiation Date: Sept 15, 2014
 Advertisement Date: Oct 9, 2014
 Award Date: Nov 3, 2014

- ☐ Project Initiation

☐ Permission to Advertise

☐ Contract Award

☐ Change Order Approval

☒ Contract Final Acceptance

Date: March 6, 2015

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

Funds Budgeted (Funds Available)

Funding	Prior Years	2014	2015	Future Years	Total
432 Fund - Storm*		17,253	119,747		137,000
Total	0	17,253	119,747	0	137,000

* This was a portion of the 2013 annual budget for the Storm Repair & Replacement Program.

Estimated Cost (Funds Needed)

Activity	Prior Years	2014	2015	Future Years	Total
Design Engineering - City Costs		13,475			13,475
Construction Contract Bid			86,590		86,590
Change Order No. 1			16,925		16,925
Line Item Changes			(3,495)		(3,495)
Construction Engineering - City Costs		3,778	9,500		13,278
Total	0	17,253	109,520	0	126,773

432 Storm Budget Status

	Prior Years	2014	2015	Future Years	Total
**432 Funds Budgeted ()	0	(17,253)	(119,747)	0	(137,000)
432 Funds Needed	0	17,253	109,520	0	126,773
**432 Fund Project Contingency ()	0	0	(10,227)	0	(10,227)
432 Funds Required	0	0	0	0	0

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

CITY OF AUBURN
CP1409
PAY ESTIMATE #1 & FINAL

CO. NO. 14-20
Oravetz Place SE Flooding Mitigation
SCHEDULE A: Storm Utility Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
1	Minor Changes	1	0.66498	0.66498	Eq. Adj.	3,500.00	\$ 2,327.43	\$ 2,327.43	66%
2	Utility Potholing	4	5	5	EA	100.00	\$ 500.00	\$ 500.00	125%
3	Mobilization	1	1	1	LS	6,000.00	\$ 6,000.00	\$ 6,000.00	100%
4	Construction Site Sign(s)	1	1	1	EA	400.00	\$ 400.00	\$ 400.00	100%
5	Traffic Control Supervisor	1	1	1	LS	400.00	\$ 400.00	\$ 400.00	100%
6	Traffic Control Labor - Flagging (Min. Bid \$36.00 per hour)	120	134	134	HR	36.00	\$ 4,824.00	\$ 4,824.00	112%
7	Sequential Arrow Sign	8	9	9	Day	100.00	\$ 900.00	\$ 900.00	113%
8	Clearing and Grubbing	1	1	1	LS	1,000.00	\$ 1,000.00	\$ 1,000.00	100%
9	Removal of Structures and Obstructions	1	1	1	LS	1,800.00	\$ 1,800.00	\$ 1,800.00	100%
10	Commercial HMA	36	58.45	58.45	TON	175.00	\$ 10,228.75	\$ 10,228.75	162%
11	Polyvinyl Chloride (PVC) Storm Pipe, SDR-21, 12 inch Diam.	451	434	434	LF	39.00	\$ 16,926.00	\$ 16,926.00	96%
12	Storm Sewer Television Inspection	551	528.5	528.5	LF	1.00	\$ 528.50	\$ 528.50	96%
13	Storm Inlet at Ditch	1	1	1	EA	1,200.00	\$ 1,200.00	\$ 1,200.00	100%
14	Catch Basin Type 1	1	1	1	EA	1,260.00	\$ 1,260.00	\$ 1,260.00	100%
15	Catch Basin Type 1L	1	1	1	EA	1,400.00	\$ 1,400.00	\$ 1,400.00	100%
16	Manhole Type 3, 48 inch Diam.	2	2	2	EA	3,500.00	\$ 7,000.00	\$ 7,000.00	100%
17	Pipe Foundation Material	3	0		TON	50.00	\$ -	\$ -	0%
18	Imported Pipe Bedding	225	266.97	266.97	TON	20.00	\$ 5,339.40	\$ 5,339.40	119%
19	Select Pipe Trench Backfill	105	0		TON	20.00	\$ -	\$ -	0%
20	Shoring and Extra Excavation Class B	3,140	2885.25	2885.25	SF	0.20	\$ 577.05	\$ 577.05	92%
21	TESC Plan	1	1	1	LS	500.00	\$ 500.00	\$ 500.00	100%
22	Silt Fence	120	120	120	LF	6.00	\$ 720.00	\$ 720.00	100%
23	PSIPE Blue Tamarix Juniper (Juniperus sabina), 1 Gal Cont	7	7	7	EA	15.00	\$ 105.00	\$ 105.00	100%
24	PSIPE Kinnikinnick (Arctostaphylos uva-ursi), 1 Gal Cont	14	14	14	EA	13.00	\$ 182.00	\$ 182.00	100%
25	PSIPE Red Osier Dogwood (Cornus sericea), 1 Gal Cont	75	75	75	EA	10.00	\$ 750.00	\$ 750.00	100%
26	PSIPE Pacific Ninebark (Physocarpus capitatus), 1 Gal Cont	75	75	75	EA	10.00	\$ 750.00	\$ 750.00	100%
27	PSIPE Thimbleberry (Rubus parviflorus), 1 Gal Cont	25	25	25	EA	10.00	\$ 250.00	\$ 250.00	100%
28	PSIPE Vine Maple (Acer circinatum), 1 Gal Cont	25	25	25	EA	11.00	\$ 275.00	\$ 275.00	100%
29	Topsoil Type A	22	30	30	CY	35.00	\$ 1,050.00	\$ 1,050.00	136%
30	Bark Mulch	14	15	15	CY	55.00	\$ 825.00	\$ 825.00	107%
31	Extruded Cement Concrete Curb Type 6	25	28	28	LF	75.00	\$ 2,100.00	\$ 2,100.00	112%
32	Cement Concrete Traffic Curb and Gutter	124	108	108	LF	30.00	\$ 3,240.00	\$ 3,240.00	87%
33	Cement Concrete Sidewalk	104	110	110	SY	40.00	\$ 4,400.00	\$ 4,400.00	106%
34	Paint Line	130	189	189	LF	1.00	\$ 189.00	\$ 189.00	145%
CO-1	Quantity Adjustment for Bid Items 1,7,10,11,12,19,31,32&33								
CO-1-1	Re-Mobilization for CO#1	1	1	1	LS	6,000.00	\$ 6,000.00	\$ 6,000.00	100%
CO-1-2	Traffic Control Supervisor CO#1	1	1	1	LS	300.00	\$ 300.00	\$ 300.00	100%
CO-1-3	Cones & Signage Rental for CO#1	1	1.21	1.21	Eq.Adj.	500.00	\$ 605.00	\$ 605.00	121%
CO-1-4	Re-Mobilization & Potholing:Century Link Duct Bank	1	1	1	LS	1,005.00	\$ 1,005.00	\$ 1,005.00	100%
CO-1-5	Sawcutting for CO#1	1	0.18666	0.18666	Eq. Adj.	900.00	\$ 167.99	\$ 167.99	19%

SCHEDULE SUBTOTAL \$ 86,025.12

Period Dates
Begin: Jan. 21, 2015
End: Feb. 20, 2015

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1 of 4

Page 19 of 128

3/6/2015 at 11:52 AM

CITY OF AUBURN
CP1409
PAY ESTIMATE #1 & FINAL

CO. NO. 14-20
Oravetz Place SE Flooding Mitigation
SCHEDULE A: Storm Utility Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
CO-1-6	Removal of Concrete Flatwork for CO#1	59	64.17	64.17	SY	30.00	\$ 1,925.10	\$ 1,925.10	109%
CO-1-7	Removal of Curb & Gutter for CO#1	97	91	91	LF	10.00	\$ 910.00	\$ 910.00	94%
CO-1-8	Removal of Asphalt Pavement for CO#1	77	69.66	69.66	SY	30.00	\$ 2,089.80	\$ 2,089.80	90%
CO-1-9	Commercial HMA for Lower Lifts on A St SE	29	7.5	7.5	Ton	195.00	\$ 1,462.50	\$ 1,462.50	26%
CO-1-10	Asphalt Cold Patch	13	11.57	11.57	Ton	250.00	\$ 2,892.50	\$ 2,892.50	89%
CO-1-11	PVC Storm Pipe, SDR-21, 12 In. Diam Under A St SE	100	102.5	102.5	LF	46.00	\$ 4,715.00	\$ 4,715.00	103%

SCHEDULE TOTAL \$ 100,020.02

Period Dates
Begin: Jan. 21, 2015
End: Feb. 20, 2015

**CITY OF AUBURN
PROJECT SUMMARY**

PAY ESTIMATE #1 & FINAL

	Original Contract Amount	Contract Change Orders	Total Payment	This Period	Percent/Contract
SCHEDULE A: Storm Utility Improvements					
Contract	\$ 86,590.00	\$ 16,925.00	\$ 100,020.02	\$ 100,020.02	97%
Sales Tax Not Applicable					
Retainage (-5%)			\$ (5,001.00)	\$ (5,001.00)	
SCHEDULE TOTAL	\$ 86,590.00	\$ 16,925.00	\$ 95,019.02	\$ 95,019.02	

TOTAL CONTRACT AMOUNT TO DATE (including Sales Tax)	\$	100,020.02	
TOTAL PAYMENT TO CONTRACTOR	\$	95,019.02	\$ 95,019.02
PAYMENT DUE CONTRACTOR:			\$ 95,019.02

Period Dates
Begin: Jan. 20, 2015
End: Feb. 21, 2015

CITY OF AUBURN
CP1409

CO. NO. 14-20
Oravetz Place SE Flooding Mitigation

PAY ESTIMATE # 1 & FINAL

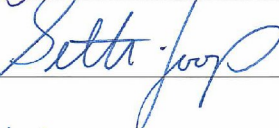
CONTRACTOR:
Scotty's General Construction
20405 SE 344th St
Auburn, WA 98092
Phone: (253) 631-3477

The undersigned has reviewed and approved this final pay estimate. I agree that it is a true and correct statement showing all monies due me from the City of Auburn under this contract; that I have carefully examined the final pay estimate estimate and understand it and that I hereby release the City of Auburn from any and all claims of whatsoever nature which I may have, arising out of this contract, which are not set forth in this estimate.

PAYMENT DUE TO CONTRACTOR = \$ 95,019.02

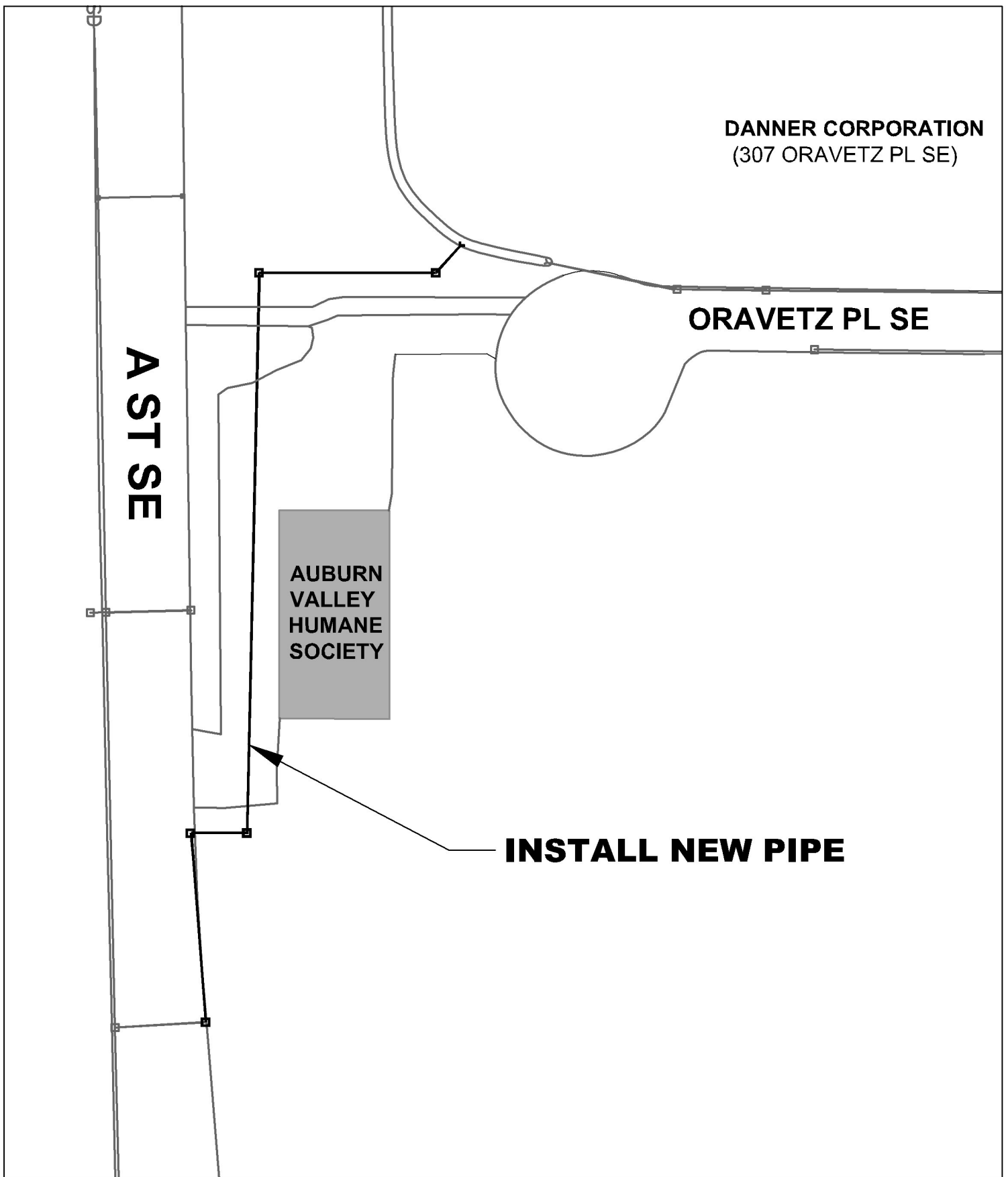
Signatures:

Contractor  Date 3-6-15

Inspector  Date 3/9/15

Project Manager  Date 3-6-15

City Engineer _____ Date _____



CP1409 – ORAVETZ PL SE FLOODING MITIGATION



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP0765

Date:

March 30, 2015

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)

[Bid Tab Summary](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council award Contract No. 15-04 to Paso Robles Tank, Inc. on their low bid of \$1,242,580.00 plus Washington State sales tax of \$118,045.10 for a total contract price of \$1,360,625.10 for Project No. CP0765, Lakeland Hills Reservoir 5 Improvements.

Background Summary:

The purpose of this project is to rehabilitate and improve the operations, water quality, and overall safety of the existing reservoir. Specifically, this project will remove and replace the existing interior and exterior coating system including a decorative mural, improve the current mixing system, install seismic equipment such as flexible/expandable couplings, sensors, and isolation valve actuators. Other safety upgrades include a new spiral staircase, roof perimeter handrail, roof access platform/landing, security gate, and access hatch. Additionally, this project improves the operation of the system by providing electrical and telemetry improvements which will be integrated into the SCADA system.

The Lakeland Hills Reservoir 5 Improvements project is expected to be completed by December 2015.

The City received five responsive bids, the initial lowest bidder was deemed not responsible, and the lowest responsible bid was approximately 13% above the engineer's estimate. It is in the public's best interest to move forward with this project even though the bids were higher than anticipated. Re-advertising would delay the project and possibly push the recoating work into unfavorable weather conditions. The quality of the interior and exterior coating systems are directly related to weather and temperature. Additionally, the bid competition was considered strong with a good number of bids received, and therefore, re-advertising the project may not result in a lower bid. Staff has performed reference checks and other verifications to determine

that Paso Robles Tank, Inc. meets the responsible bidding criteria and recommends award.

A project increase of \$229,775.00 within the 430 Fund will be necessary. However, a budget adjustment will not be needed as these funds are available from excess funds within the CP1107 - Fullmer Wellfield Project and will be re-allocated to this project. These funds are available from the Fullmer Wellfield Project as the scope of the project has recently been revised based on a study of the wellfield operations. The revised scope for Fulmer includes utilizing the existing wells with retrofits/modifications and does not include construction of any new wells, which has substantially reduced the project costs.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: April 6, 2015

Item Number: CA.E

BUDGET STATUS SHEET

Project No: CP0765	Project Title: Lakeland Hills Reservoir 5 Improvements
Project Manager: Matthew Larson	

Initiation Date: April 7, 2008
 Advertisement Date: March 24, 2015
 Award Date:

☐	Project Initiation
☐	Project Update
☒	Contract Award
☐	Change Order Approval
☐	Contract Final Acceptance

Date: March 30, 2015

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

Funds Budgeted (Funds Available)

Funding	Prior Years	2014	2015	Future Years	Total
430 Fund - Bond Proceeds	5,664	78,671	665,665		750,000
430 Fund - Unrestricted	43,334		735,000	0	778,334
Total	48,998	78,671	1,400,665	0	1,528,334

Estimated Cost (Funds Needed)

Activity	Prior Years	2014 (Actual)	2015	Future Years	Total
Design Engineering - City Costs	23,869	24,443	15,000		63,312
Design Engineering - Consultant Costs	25,129	54,228	5,620		84,977
Construction Contract Bid			1,360,625		1,360,625
Authorized Contingency			100,000		100,000
Construction Engineering - City Costs			73,000	5,000	78,000
Construction Engineering - Consultant Costs			6,195		6,195
Construction Engineering - Coating Inspections/Testing			40,000	5,000	45,000
Construction Engineering - Special Inspections & Building Permit			20,000		20,000
Total	48,998	78,671	1,620,440	10,000	1,758,109

430 Water Budget Status

	Prior Years	2014 (Actual)	2015	Future Years	Total
*430 Funds Budgeted ()	(48,998)	(78,671)	(1,400,665)	0	(1,528,334)
430 Funds Needed	48,998	78,671	1,620,440	10,000	1,758,109
*430 Fund Project Contingency ()	0	0	0	0	0
430 Funds Required	0	0	219,775	10,000	229,775

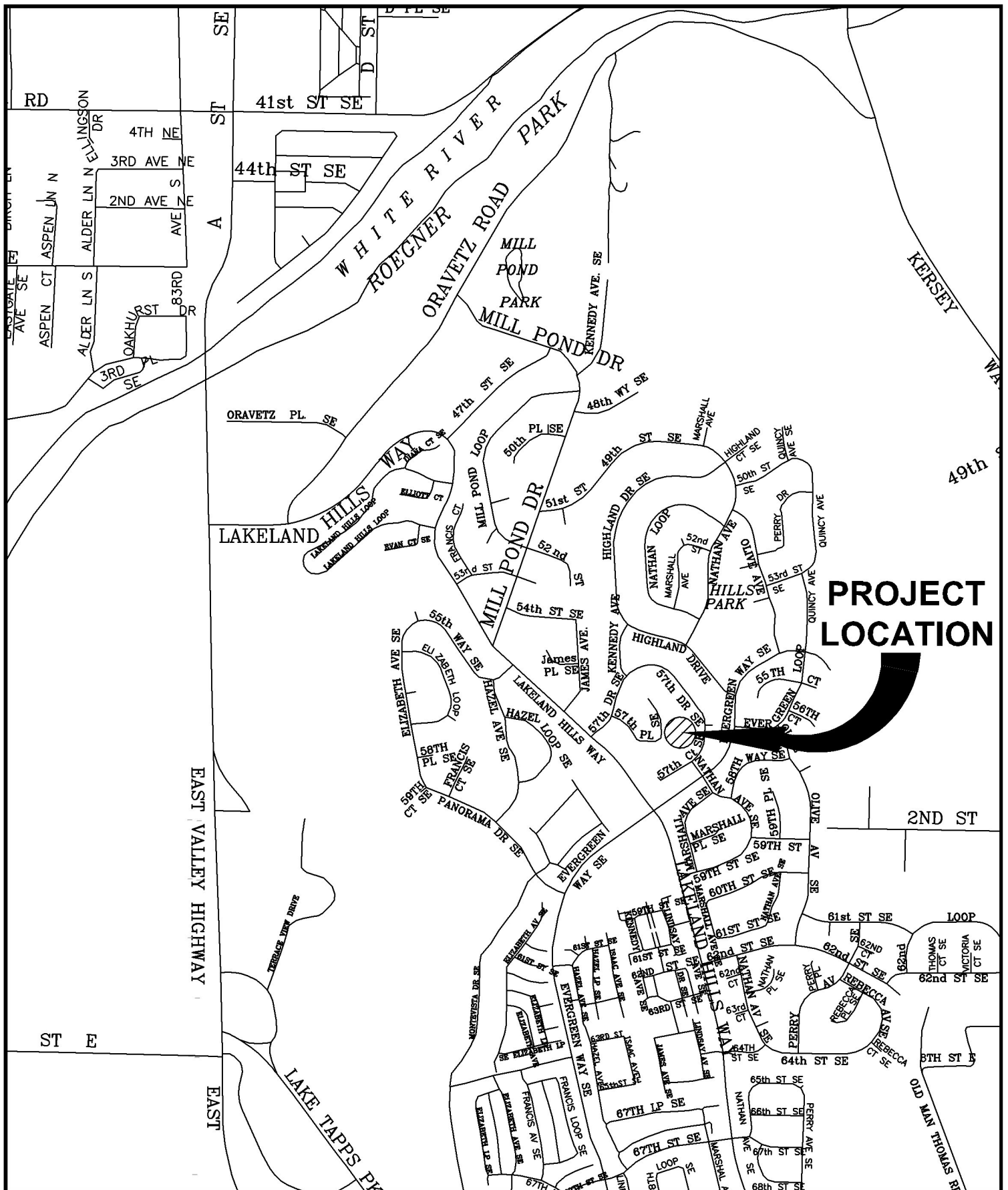
* (#) in the Budget Status Sections indicates Money the City has available.

**BID TABULATION
BID TOTALS SUMMARY**

Project Name: CP0765, Lakeland Hills Reservoir 5 Improvements, Contract 15-04
Prepared by: City of Auburn
Bid Date: 3/24/15

ENGINEER'S ESTIMATE:	\$ 1,098,490.00			
AVERAGE BASIC BID AMOUNT:	\$ 1,343,182.37			
BASIC BID SPREAD AMOUNT:	\$ 205,420.00	Basic BID Amount	Spread \$	Spread %
LOW BIDDER:	Paso Roble Tank, Inc.	\$ 1,242,580.00	\$144,090.00	13.12%
Second Bidder:	T. Bailey, Inc.	\$ 1,255,875.00	\$157,385.00	14.33%

	Basic BID (Tax not Included)	Total BID (Tax Included)
Paso Roble Tank, Inc.	\$ 1,242,580.00	\$ 1,360,625.10
T. Bailey, Inc.	\$ 1,255,875.00	\$ 1,375,183.13
Gary Harper Construction, Inc.	\$ 1,344,790.00	\$ 1,472,545.05
Pease & Sons, Inc.	\$ 1,424,666.86	\$ 1,560,010.21
Skaar Construction, Inc.	\$ 1,448,000.00	\$ 1,585,560.00
Nordic Construction	Non-Responsible	



**PROJECT
LOCATION**





AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1308

Date:

March 30, 2015

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Change Order No. 3 in the amount of \$208,050.00 to Contract No. 14-04 for work on Project No. CP1308, BNSF Utility Crossings

Background Summary:

This project is constructing utility improvements required by the Burlington Northern Santa Fe Railway (BNSF) to accommodate the new BNSF 3rd rail line that will extend within Auburn's City limits from Ellingson Road to South 277th Street along the west side of the existing north-south tracks. This work must be completed by the City as BNSF is the underlying owner of the Right-of-Way. BNSF requires that all utilities are constructed in casings to protect them from train loadings and to allow maintenance and replacement without impacting rail traffic. Several City utilities that cross the rail alignment were constructed prior to the implementation of BNSF's casing requirement and are not encased adequately to address the proposed 3rd rail. This project will replace these utilities in casings that meet BNSF requirements and construct the associated roadway and other surface restoration.

This change order allocates additional funds to the contract payment items associated with dewatering. The extent of groundwater removal required at each crossing has been substantially more than was originally anticipated. During the project design phase, limited access to the soils directly beneath the railroad tracks made it difficult to accurately determine the method and amount of dewatering that would be needed prior to construction.

Additional funds are also being allocated to this project to account for railroad flagging services being provided by BNSF that are higher than originally anticipated. The increased costs are caused by the additional time that flaggers must remain at the crossings during the dewatering operations.

A project increase of \$192,357.00 within the 430 Fund will be necessary. However, a budget adjustment will not be needed as these funds are available from the CP1107 - Fullmer Wellfield Project and will be re-allocated to this project. These funds are available from the Fullmer Wellfield Project as the scope of the project has recently been revised based on a study of the wellfield operations. The revised scope includes utilizing the existing wells with retrofits/modifications and does not include construction of any new wells, which has substantially reduced the project costs.

A project increase of \$76,688.00 within the Sewer Fund will be necessary. However a budget adjustment will not be needed as these funds are available from the Sewer Repair and Replacement Project and will be re-allocated to this project.

A project increase of \$90,517.00 within the Storm Fund will be necessary. However, a budget adjustment will not be needed as these funds are available from the Storm Drainage Repair and Replacement Project and will be re-allocated to this project.

A project budget contingency of \$48,122.00 remains in the Arterial Preservation Fund.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: April 6, 2015

Item Number: CA.F

BUDGET STATUS SHEET

Project No: CP1308	Project Title: BNSF Utility Crossings	
Project Manager: Jacob Sweeting		3/30/2015
Initiation Date: <u>5/13/13</u>		
Advertisement Date: <u>9/2/14</u>		
Award Date: <u>10/6/14</u>		

☐ Permission to Advertise
☐ Contract Award
☒ Change Order Approval
☐ Budget Update

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

Funds Budgeted (Funds Available)

Funding	2013 (actual)	2014 (actual)	2015	Total
430 Fund - Water (Bond Proceeds)	51,357	386,428	367,216	805,001
431 Fund - Sewer	14,440	68,343	358,217	441,000
432 Fund - Storm Drainage (Bond Proceeds)	42,328	102,793	420,980	566,101
105 Fund - Arterial Preservation		52,777	367,223	420,000
Total	108,125	610,341	1,513,636	2,232,102

Activity	2013 (actual)	2014 (actual)	2015	Total
City Design	22,784	29,185		51,969
Consultant Design	85,341	167,815	7,000	260,156
Construction Contract Bid		317,516	1,193,671	1,511,186
Construction Contract Change Order #1 (no cost)				0
Construction Contract Change Order #2			1,000	1,000
Construction Contract Change Order #3			208,050	208,050
Construction Contract Authorized Contingency			233,768	233,768
BNSF Permits/Misc.		46,052		46,052
BNSF Flagger		736	112,000	112,736
Construction Engineering		49,037	69,588	118,625
Total	108,125	610,341	1,825,077	2,543,543

430 Water Budget Status

	2013 (actual)	2014 (actual)	2015	Total
*430 Funds Budgeted ()	(51,357)	(386,428)	(367,216)	(805,001)
430 Funds Needed	51,357	386,428	559,573	997,358
*430 Fund Project Contingency ()	0	0	0	0
430 Funds Required	0	0	192,357	192,357

431 Sewer Budget Status

	2013 (actual)	2014 (actual)	2015	Total
*431 Funds Budgeted ()	(14,440)	(68,343)	(358,217)	(441,000)
431 Funds Needed	14,440	68,343	434,905	517,688
*431 Fund Project Contingency ()	0	0	0	0
431 Funds Required	0	0	76,688	76,688

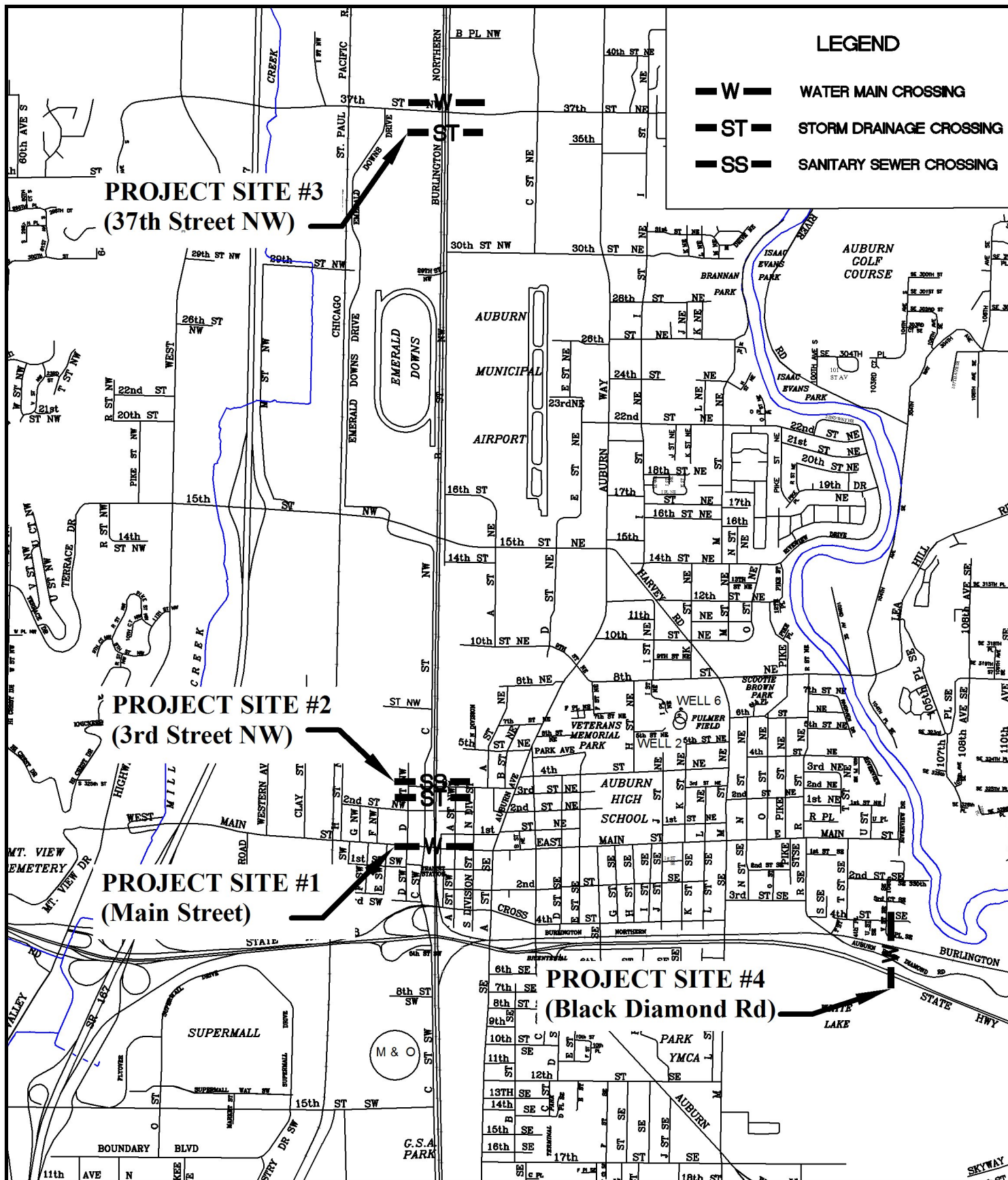
432 Storm Budget Status

	2013 (actual)	2014 (actual)	2015	Total
*432 Funds Budgeted ()	(42,328)	(102,793)	(420,980)	(566,101)
432 Funds Needed	42,328	102,793	511,498	656,618
*432 Fund Project Contingency ()	0	0	0	0
432 Funds Required	0	0	90,517	90,517

105 Arterial Preservation Budget Status

	2013 (actual)	2014 (actual)	2015	Total
*105 Funds Budgeted ()	0	(52,777)	(367,223)	(420,000)
105 Funds Needed	0	52,777	319,101	371,878
*105 Fund Project Contingency ()	0	0	(48,122)	(48,122)
105 Funds Required	0	0	0	0

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





AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6558 (Second Reading)

Date:

March 21, 2015

Department:

Finance

Attachments:

[Ord 6885](#)

[Memo](#)

[Schedule A and B](#)

Budget Impact:

\$34190,516.80

Administrative Recommendation:

City Council to introduce and adopt Ordinance No. 6558

Background Summary:

Ordinance No. 6558 (Budget Amendment #1) amends the 2015-2016 Adopted Budget as presented in the attached transmittal memorandum and supporting attachments.

Changes to the proposed Budget Amendment #1 that occurred between the date of the first reading (March 16, 2015) and this revised proposal include:

- General Fund:

- Increase in property tax revenues, reflecting a higher level of tax

on new construction than originally budgeted. \$473,700

- Funding for new contract with Public Health of Seattle & King County \$220,000

- Storm Drainage Fund:

- Reduction in requested carry forward amounts for cp1122 (\$972,870)

- Reduction in requested additional funding for cp1122 (\$976,900)

- Reduction in requested additional funding for cp1109 (\$423,062)

Reviewed by Council Committees:

Councilmember:

Staff:

Coleman

Meeting Date: April 6, 2015

Item Number: ORD.A

ORDINANCE NO. 6 5 5 8

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING ORDINANCE NO. 6533, THE 2015-2016 BIENNIAL BUDGET ORDINANCE, AUTHORIZING AMENDMENT TO THE CITY OF AUBURN 2015-2016 BUDGET AS SET FORTH IN SCHEDULE "A" AND SCHEDULE "B"

WHEREAS, the Auburn City Council at its regular meeting of December 1, 2014, adopted Ordinance No. 6533 which adopted the City of Auburn 2015-2016 Biennial budget; and

WHEREAS, the City of Auburn deems it necessary to appropriate additional funds to the various funds of the 2015 budget as outlined in this Ordinance (BA#1); and

WHEREAS, this Ordinance has been approved by one more than the majority of all councilpersons in accordance with RCW 35A.34.200.

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

Section 1. Amendment of the 2015-2016 Biennial Budget. The 2015-2016 Biennial Budget of the City of Auburn is amended pursuant to Chapter 35A.34 RCW, to reflect the revenues and expenditures as shown on Schedule "A" attached hereto and incorporated herein by reference. The Mayor of the City of Auburn, Washington is hereby authorized to utilize revenue and expenditure amounts shown on said Schedule "A" and Schedule "B". A copy of said Schedule "A" and Schedule "B" is on file with the City Clerk and available for public inspection.

Section 2. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held to be invalid, the remainder of such code, ordinance or regulation or the application thereof to other person or circumstance shall not be affected.

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

FIRST READING: _____

SECOND READING: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

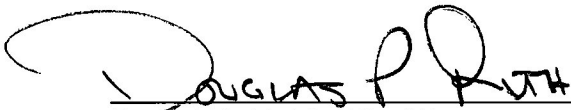
Ordinance No. 6558

April 6, 2015

Page 2 of 3

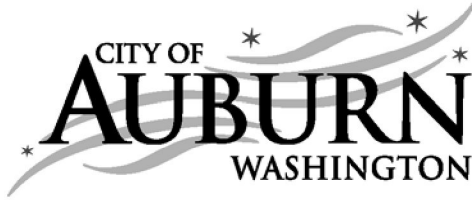
ORD. A

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

PUBLISHED: _____



Interoffice Memorandum

To: City Council
From: Shelley Coleman, Finance Director
CC: Nancy Backus, Mayor
Date: March 31, 2015
Re: Ordinance #6558 – 2015-2016 Budget Amendment #1 **REVISED**

Budget Amendment #1 is the first amendment of the City of Auburn's 2015-2016 biennial budget. The main purpose of the first budget amendment of the year is to carry forward 2014's remaining budget authority for identified programs and projects that were budgeted in 2014 but not completed. The unspent budget authority from the previous year, 2014, is Carried Forward (CF) into the 2015 budget year. The CF from 2014 to 2015 for all funds is \$22,992,902. To identify specific projects and programs carried forward by each fund, please refer to the accompanying ***Schedule A, Summary of 2015 Budget Adjustments by Fund***.

Additional items included in this amendment are recognition of new revenue, either grants or transfers in from other supporting funds, requests for additional budget authority for projects and removal of discontinued programs.

Carryforward of unspent project spending authority from 2014: This amendment enables the completion of various projects in 2015 by carrying forward unspent project resources at the end of 2014. Total amounts requested to be carried forward by fund are:

• General Fund (Fund 001)	\$ 429,453
• Arterial Street Fund (Fund 102)	793,983
• Local Street Fund (Fund 103)	770,053
• Arterial Street Preservation Fund (Fund 105)	2,659,063
• Mitigation Fees Fund (Fund 124)	370,213
• Municipal Park Construction Fund (Fund 321)	58,199
• General Capital Construction Fund (Fund 328)	763,617
• Local Revitalization Fund (Fund 330)	329,450
• Water Utility (Fund 430)	8,855,102
• Sewer Utility (Fund 431)	1,819,579
• Storm Drainage Utility (Fund 432)	4,364,190
• Solid Waste Fund (Fund 434)	1,250
• Airport Fund (Fund 435)	65,729
• Facilities Fund (Fund 505)	213,800
• Innovation and Technology Fund (Fund 518)	785,266
• Equipment Rental Fund (Fund 550)	713,953
TOTAL	\$ 22,992,902

Project Funding Adjustments: Project funding requests included in this budget amendment establish spending authority for new projects or additional spending authority for existing projects. Total project funding requests equal \$9,981,178. Significant project funding requests include:

- Auburn Community and Youth/Teen Center (CP 1412): This amendment adjusts 2015 estimated revenues upward by \$3,200,000 recognizing the expected receipt of State grant funds for this project.
- Auburn Way South Pedestrian Improvements Projects (CP 1118 and CP 1119): This amendment adjusts 2015 estimated revenues upward by \$4,249,147 recognizing the expected receipt of State grant funds and contributions from third parties for this project.
- Storm Drainage Improvements Project (CP 1320): This amendment adjusts 2015 estimated revenues upward by \$799,130 recognizing the expected receipt of State (Department of Ecology) grant funds for this project.
- South 277th Street Corridor Improvements Project (CP 222A0): This amendment adjusts 2015 estimated revenues upward by \$612,851 recognizing the expected receipt of Federal grant funds for this project.

Revenue Adjustments:

- Discontinue Photo Enforcement Program: This amendment adjusts 2015 estimated traffic enforcement revenues downward by \$600,000, recognizing City Council action in 2014 to discontinue the photo enforcement program.
- Increase Property Tax Revenues: This amendment adjusts 2015 estimated property tax revenues upward by \$473,700 to reflect a higher level of tax on new construction than originally budgeted. A portion of these new revenues will be used to pay for the new contract with King County to keep public health clinics open in Auburn (see below).

New Requests:

• Storm drainage capital projects	\$ 574,739
• Funding for new street sweeper	271,263
• Council Chamber remodel project	120,000
• Traffic calming (REET 2 funded)	100,000
• Funding for golf course restaurant repairs and maintenance	30,000
• Funding for repayment of interfund loan (Airport hangar project)	26,734
• Funding for new contract with Public Health of Seattle & King County	<u>220,000</u>
TOTAL	\$ 1,342,736

The following table summarizes the current and revised budget as a result of this amendment.

Table 1: 2015 Budget as Amended

2015 Approved Budget	\$ 253,134,187
Budget Amendment #1 (Ord #6558)	<u>34,190,517</u>
Budget as Amended	\$ 287,324,704

Attachments:

- ❖ 1. Proposed Ordinance #6558 (budget adjustment #1)
- ❖ 2. Summary of proposed 2015 budget adjustments by fund and department (Schedule A)
- ❖ 3. Summary of proposed changes to adopted 2015 budget by fund (Schedule B)

Schedule A
Summary of 2015 Budget Adjustments by Fund
Budget Amendment #1 Ordinance No. 6558

General Fund (#001)	Beg. Fund Balance	2015 Revenues	2015 Expenditures	Ending Fund Balance
General Fund				
2015 Adopted Budget	14,592,724	58,767,680	62,813,278	10,547,126
BA#1 (Ordinance #6558, Proposed)	429,453	77,721	253,474	253,700
General Fund Revenues				
Property Taxes	-	473,700	-	473,700
Administration Department				
C/F budget for Human Services programs	250,000	-	250,000	-
EMPG grant funds	-	40,792	40,792	-
2015 RAMPART grant	-	4,940	4,940	-
Contract with Public Health of Seattle & King County	-	-	220,000	(220,000)
Community Development and Public Works Department				
Boeing Area Wide Redevelopment Plan	-	150,616	150,616	-
C/F grant funds for environmental mitigation site monitoring assistance	35,000	-	35,000	-
Auburn Environmental Park Master Plan	29,000	-	29,000	-
C/F budget for housing element of Comprehensive Plan	10,400	-	10,400	-
C/F budget for parking signs in downtown Auburn	10,000	-	10,000	-
National Flood Insurance Program community rating system evaluation	10,000	-	10,000	-
Police Department				
Discontinue Photo Enforcement Program	-	(600,000)	(600,000)	-
Purchase of Lidars and portable breath test equipment (WASPC grant)	-	7,672	7,672	-
Parks Department				
C/F budget for synthetic turf at Discovery Playground	36,000	-	36,000	-
C/F budget for Downtown Theater Study	25,000	-	25,000	-
C/F budget for Parks, Recreation & Open Space Plan	14,000	-	14,000	-
Non-Departmental				
C/F budget for e-Builder Project [T/O to F518]	10,053	-	10,053	-
2015 Revised Budget	15,022,177	58,845,401	63,066,752	10,800,826
Memo: Unrestricted GF Ending fund balance				10,800,826
Total Resources / Expenditures		73,867,578		73,867,578
12.0% General Fund Reserve Target as per Policy				7,568,010

Schedule A
Summary of 2015 Budget Adjustments by Fund
Budget Amendment #1 Ordinance No. 6558

Arterial Street Fund (#102)	Beg. Fund Balance	2015 Revenues	2015 Expenditures	Ending Fund Balance
2015 Adopted Budget	1,312,844	14,150,590	14,354,730	1,108,704
BA#1 (Ordinance #6558, Proposed)	793,983	5,714,238	6,508,221	-
C/F CP1119 (AWS Pedestrian Improvements Project)	-	2,580,454	2,580,454	-
C/F CP1118 (AWS Pedestrian Improvements Project)	63,428	892,337	955,765	-
C/F budget for C222A0 (S 277th St. Corridor Improvements)	308,062	612,851	920,913	-
C/F budget for CP1406 (Main Street Signal Upgrade Project) [T/I from F124]	315,000	138,768	453,768	-
Add'l funding for CP1119 (AWS Pedestrian Improvements Project)	-	449,606	449,606	-
Add'l funding for CP1118 (AWS Pedestrian Improvements Project)	-	326,750	326,750	-
C/F budget for CP1024 (Auburn Way S and M St. Improvements)	41,634	255,091	296,725	-
[T/I from F124]	-	-	-	-
C/F budget for CP1304 (37th & B St. NW RR Crossing Safety Improvements)	55,806	239,604	295,410	-
C/F grant funds for CP1218 (Auburn Way S Corridor Improvements)	-	160,877	160,877	-
Add'l funding for C207A0 (A St. NW Extension, Wetland Maint. & Monitoring)	-	57,900	57,900	-
[T/I from F124]	-	-	-	-
C/F budget for e-Builder Project [T/O to F518]	10,053	-	10,053	-
2015 Revised Budget	2,106,827	19,864,828	20,862,951	1,108,704
Total Resources / Expenditures		21,971,655		21,971,655
Local Street Fund (#103)	Beg. Fund Balance	2015 Revenues	2015 Expenditures	Ending Fund Balance
2015 Adopted Budget	1,196,068	1,752,500	2,600,000	348,568
BA#1 (Ordinance #6558, Proposed)	770,053	-	770,053	-
C/F budget for CP1414 (Local Street Improvements Program)	430,000	-	430,000	-
C/F budget for CP1402 (Citywide Pavement Patching and Overlay)	270,000	-	270,000	-
C/F budget for CP1323 (Local Street Improvements Program)	60,000	-	60,000	-
C/F budget for e-Builder Project [T/O to F518]	10,053	-	10,053	-
2015 Revised Budget	1,966,121	1,752,500	3,370,053	348,568
Total Resources / Expenditures		3,718,621		3,718,621

Schedule A
Summary of 2015 Budget Adjustments by Fund
Budget Amendment #1 Ordinance No. 6558

Arterial Street Preservation Fund (#105)	Beg. Fund Balance	2015 Revenues	2015 Expenditures	Ending Fund Balance
2015 Adopted Budget	521,910	2,134,700	2,195,410	461,200
BA#1 (Ordinance #6558, Proposed)	2,659,063	-	2,659,063	-
C/F budget for CP1402 (Citywide Pavement Patching and Overlay)	2,268,500	-	2,268,500	-
C/F budget for CP1122 (30th St. Flooding)	227,230	-	227,230	-
Add'l funding for CP1308 (BNSF Utility Crossing Project)	-	-	-	-
C/F budget for CP1308 (BNSF Utility Crossing Project)	153,280	-	153,280	-
C/F budget for e-Builder Project [T/O to F518]	10,053	-	10,053	-
2015 Revised Budget	3,180,973	2,134,700	4,854,473	461,200
Total Resources / Expenditures		5,315,673		5,315,673

Mitigation Fees Fund (#124)	Beg. Fund Balance	2015 Revenues	2015 Expenditures	Ending Fund Balance
2015 Adopted Budget	5,205,964	994,890	3,586,423	2,614,431
BA#1 (Ordinance #6558, Proposed)	370,213	400,000	370,213	400,000
C/F budget for Teutsch Development Impact Fees (REET 2 funds) [T/I from F328]	-	400,000	-	400,000
C/F budget for CP1406 (Main Street Signal Upgrade Project) [T/O to F102]	138,768	-	138,768	-
C/F budget for CP1024 (Auburn Way S and M St. Improvements) [T/O to F102]	115,896	-	115,896	-
C/F budget for C207A0 (A St. NW Extension, Wetland Maint. & Monitoring) [T/O to F102]	57,900	-	57,900	-
C/F budget for CP0767 (Mohawks Plastics Wetland Mitigation) [T/O to F328]	32,649	-	32,649	-
C/F budget for CP1003 (Lea Hill Park Restroom) [T/O to F321]	25,000	-	25,000	-
2015 Revised Budget	5,576,177	1,394,890	3,956,636	3,014,431
Total Resources / Expenditures		6,971,067		6,971,067

Schedule A
Summary of 2015 Budget Adjustments by Fund
Budget Amendment #1 Ordinance No. 6558

	Beg. Fund Balance	2015 Revenues	2015 Expenditures	Ending Fund Balance
Municipal Park Construction Fund (#321)				
2015 Adopted Budget	427,106	620,130	540,000	507,236
BA#1 (Ordinance #6558, Proposed)	58,199	3,742,788	3,815,286	(14,299)
Adjust budget for CP1412 (Auburn Community and Youth/Teen Center) [State grant and other sources (DT blocks and parking garage)]	-	3,200,000	3,200,000	-
C/F budget for CP1412 (Auburn Community & Youth/Teen Ctr) [T/I from F328]	-	260,762	260,762	-
C/F budget for CP1016 (Fenster Levee Setback) [Federal & KCFCZD grants]	-	150,242	150,242	-
Adjust budget for CP1016 (Fenster Levee Setback) [KCFCZD grant]	-	86,929	101,228	(14,299)
C/F budget for CP1003 (Lea Hill Park Restroom) [T/I from F124, F328]	11,785	44,855	56,640	-
C/F budget for Parks Acquisition/Development	46,414	-	46,414	-
2015 Revised Budget	485,305	4,362,918	4,355,286	492,937
Total Resources / Expenditures		4,848,223		4,848,223
Capital Improvements Fund (#328)				
2015 Adopted Budget	8,944,989	1,840,247	2,157,368	8,627,868
BA#1 (Ordinance #6558, Proposed)	763,617	89,383	3,246,266	(2,393,266)
Adjust budget for CP1412 (Auburn Community and Youth/Teen Center) [T/O to F321]	-	-	2,200,000	(2,200,000)
C/F budget for Deutsch Dvlpmnt Impact Fees (REET 2 funds) [T/O to F124]	400,000	-	400,000	-
C/F budget for CP1412 (Auburn Community & Youth/Teen Ctr) [T/O to F321]	260,762	-	260,762	-
Council Chamber remodel	-	-	120,000	(120,000)
Traffic calming (REET 2 funded)	-	-	100,000	(100,000)
C/F budget for CP1407 (Marchini Meadows Improvements)	40,000	30,000	70,000	-
C/F budget for Public Art (REET 2 funded)	43,000	-	43,000	-
C/F budget for CP0767 (Mohawks Plastics Wetland Mitigation) [T/I from F124]	-	32,649	32,649	-
Interfund loan for Airport Hangar Project	-	26,734	-	26,734
C/F budget for CP1003 (Lea Hill Park Restroom)	19,855	-	19,855	-
2015 Revised Budget	9,708,606	1,929,630	5,403,634	6,234,603
Total Resources / Expenditures		11,638,237		11,638,237

Schedule A
Summary of 2015 Budget Adjustments by Fund
Budget Amendment #1 Ordinance No. 6558

Local Revitalization Fund (#330)	Beg. Fund Balance	2015 Revenues	2015 Expenditures	Ending Fund Balance
2015 Adopted Budget	229,370	250	229,620	-
BA#1 (Ordinance #6558, Proposed)	329,450	-	329,450	-
C/F budget for City Downtown Public Parking Lot Reconfiguration	219,450	-	219,450	-
C/F budget for Main Street Streetscape Urban Design	110,000	-	110,000	-
2015 Revised Budget	558,820	250	559,070	-
Total Resources / Expenditures		559,070		559,070
Water Fund (#430)	Beg. Fund Balance	2015 Revenues	2015 Expenditures	Ending Fund Balance
2015 Adopted Budget	4,526,763	19,158,319	18,310,129	5,374,953
BA#1 (Ordinance #6558, Proposed)	8,855,102	-	8,855,102	-
C/F budget for CP0915 (Well 1 Improvements)	3,129,882	-	3,129,882	-
C/F budget for CP1219 (Valley AC Main Replacement)	1,313,628	-	1,313,628	-
C/F budget for CP1107 (Fulmer Well Field Improvements)	1,071,772	-	1,071,772	-
C/F budget for C512A0 (Well 4 Power & Chlorination)	1,035,512	-	1,035,512	-
C/F budget for CP0765 (Lakeland Hills Reservoir 5 Improvements)	665,665	-	665,665	-
C/F budget for CP0909 (Academy East Booster Pump Station)	312,044	-	312,044	-
C/F budget for CP1308 (BNSF Utility Crossing Project)	292,216	-	292,216	-
C/F budget for CP1417 (West Hill Springs Improvements)	149,489	-	149,489	-
C/F budget for CP1224 (Local Street Pavement Restoration)	136,305	-	136,305	-
C/F budget for CP1323 (Local Street Pavement Restoration)	135,979	-	135,979	-
C/F budget for CP1403 (Water Comprehensive Plan)	125,325	-	125,325	-
C/F budget for CP1416 (F Street)	100,000	-	100,000	-
C/F budget for CP1411 (Muckleshoot Indian Tribe Master Meters)	75,581	-	75,581	-
C/F budget for on-call modeling	74,456	-	74,456	-
C/F budget for CP1202 (AWS Flooding Improvements Phase 2)	47,269	-	47,269	-
C/F budget for CP1320 (M&O Storm Drainage Imprvmnt Project) [T/O to F432]	50,019	-	50,019	-
C/F budget for CP1317 (Water Meter & Billing System Improvements)	44,297	-	44,297	-
C/F budget for CP1414 (Local Street Pavement Restoration)	34,980	-	34,980	-
C/F budget for CP1118 (AWS Dogwood to Fir St. SE)	24,895	-	24,895	-
C/F budget for CP1207 (D Street Utilities Improvements)	24,485	-	24,485	-
C/F budget for e-Builder Project [T/O to F518]	10,053	-	10,053	-
C/F budget for utility billing front counter rehab	1,250	-	1,250	-
2015 Revised Budget	13,381,865	19,158,319	27,165,231	5,374,953
Total Resources / Expenditures		32,540,184		32,540,184

Schedule A
Summary of 2015 Budget Adjustments by Fund
Budget Amendment #1 Ordinance No. 6558

Sewer Fund (#431)	Beg. Fund Balance	2015 Revenues	2015 Expenditures	Ending Fund Balance
2015 Adopted Budget	10,794,820	7,985,084	9,954,201	8,825,703
BA#1 (Ordinance #6558, Proposed)	1,819,579	-	1,819,579	-
C/F budget for CP1208 (Sewer Pump Station Improvements)	898,047	-	898,047	-
C/F budget for CP1308 (BNSF Utility Crossing Project)	351,600	-	351,600	-
C/F budget for CP1202 (AWS Flooding Improvements Phase 2)	342,805	-	342,805	-
C/F budget for CP1404 (Sewer Comprehensive Plan)	141,771	-	141,771	-
C/F budget for CP1414 (Local Street Pavement Restoration)	34,566	-	34,566	-
C/F budget for CP1320 (M&O Storm Drainage Imprvmnt Project) [T/O to F432]	34,487	-	34,487	-
C/F budget for e-Builder Project [T/O to F518]	10,053	-	10,053	-
C/F budget for CP1323 (Local Street Pavement Restoration)	5,000	-	5,000	-
C/F budget for utility billing front counter rehab	1,250	-	1,250	-
2015 Revised Budget	12,614,399	7,985,084	11,773,780	8,825,703
Total Resources / Expenditures		20,599,483		20,599,483

Schedule A
Summary of 2015 Budget Adjustments by Fund
Budget Amendment #1 Ordinance No. 6558

Storm Drainage Fund (#432)	Beg. Fund Balance	2015 Revenues	2015 Expenditures	Ending Fund Balance
2015 Adopted Budget	10,674,042	10,141,339	13,034,095	7,781,286
BA#1 (Ordinance #6558, Proposed)	4,364,190	932,890	5,871,819	(574,739)
C/F budget for CP1122 (30th St. NE Area Flooding Phase 1)	2,527,130	-	2,527,130	-
C/F budget for CP1320 (M&O Storm Drainage Improvement Project)	375,071	883,636	1,258,707	-
Add'l budget for CP1202 (AWS Flooding Improvements Phase 2)	-	-	532,994	(532,994)
C/F budget for CP1308 (BNSF Utility Crossing Project)	420,980	-	420,980	-
C/F budget for CP1312 (Annual Storm Repair & Replacement Project)	285,618	-	285,618	-
C/F budget for CP1316 (East Ridge Manor Drainage Improvement)	276,536	-	276,536	-
C/F budget for CP1109 (Storm Pipeline Repair & Replacement Program)	-	25,875	25,875	-
C/F budget for CP0746 (Mill Creek Wetland 5K)	105,207	20,021	125,228	-
C/F budget for CP1409 (Oravetz Place SE Flooding Mitigation Project)	119,747	-	119,747	-
C/F budget for CP1405 (Storm Comprehensive Plan)	112,310	-	112,310	-
C/F budget to purchase vehicles for Stormwater Mgmt Inspectors (BA#8)	70,000	-	70,000	-
[T/O to F550]				
Additional budget for CP1108 (City Wide Storm Pond Cleaning)	-	-	56,044	(56,044)
C/F budget for CP1207 (D Street Utilities Improvements)	43,282	3,358	46,640	-
C/F budget for CP1202 (AWS Flooding Improvements Phase 2)	17,006	-	17,006	-
Adjust budget for CP1016 (Fenster Levee Setback)	-	-	(14,299)	14,299
C/F budget for e-Builder Project [T/O to F518]	10,053	-	10,053	-
C/F budget for utility billing front counter rehab	1,250	-	1,250	-
2015 Revised Budget	15,038,232	11,074,229	18,905,914	7,206,547
Total Resources / Expenditures		26,112,461		26,112,461
Solid Waste Fund (#434)	Beg. Fund Balance	2015 Revenues	2015 Expenditures	Ending Fund Balance
2015 Adopted Budget	2,272,081	13,347,800	12,761,420	2,858,461
BA#1 (Ordinance #6558, Proposed)	1,250	-	1,250	-
C/F budget for utility billing front counter rehab	1,250	-	1,250	-
2015 Revised Budget	2,273,331	13,347,800	12,762,670	2,858,461
Total Resources / Expenditures		15,621,131		15,621,131

Schedule A
Summary of 2015 Budget Adjustments by Fund
Budget Amendment #1 Ordinance No. 6558

Airport Fund (#435)	Beg. Fund Balance	2015 Revenues	2015 Expenditures	Ending Fund Balance
2015 Adopted Budget	682,748	1,060,369	1,451,008	292,109
BA#1 (Ordinance #6558, Proposed)	65,729	100,221	192,684	(26,734)
C/F budget for CP1324 (Asphalt Rehab and Seal Coat) [FAA and State grants]	47,439	65,231	112,670	-
C/F budget for CP1221 (Airport Master Plan) [FAA and State grants]	17,710	23,970	41,680	-
Funding for repayment of interfund loan for Airport Hangar Project	-	-	26,734	(26,734)
C/F budget for engineering services for the Wildlife Hazard Mgmt Plan [FAA and State grants]	580	11,020	11,600	-
2015 Revised Budget	748,477	1,160,590	1,643,692	265,374
Total Resources / Expenditures		1,909,067		1,909,067
Facilities Fund (#505)	Beg. Fund Balance	2015 Revenues	2015 Expenditures	Ending Fund Balance
2015 Adopted Budget	1,546,227	3,638,820	3,838,569	1,346,478
BA#1 (Ordinance #6558, Proposed)	213,800	-	243,800	(30,000)
C/F budget for City Hall Exterior Cleaning Project	107,000	-	107,000	-
C/F budget for City Hall Water Repellent and Seal Replacement Project	54,500	-	54,500	-
C/F budget for M&O Building Roof Replacement Project	52,300	-	52,300	-
Golf Course restaurant repairs and maintenance	-	-	30,000	(30,000)
2015 Revised Budget	1,760,027	3,638,820	4,082,369	1,316,478
Total Resources / Expenditures		5,398,847		5,398,847

Schedule A
Summary of 2015 Budget Adjustments by Fund
Budget Amendment #1 Ordinance No. 6558

	Beg. Fund Balance	2015 Revenues	2015 Expenditures	Ending Fund Balance
Innovation and Technology Fund (#518)				
2015 Adopted Budget	2,363,378	5,660,747	6,195,259	1,828,866
BA#1 (Ordinance #6558, Proposed)	785,266	70,373	855,639	-
C/F budget for network switch upgrades	91,964	-	91,964	-
C/F budget for server replacements (EOL)	90,000	-	90,000	-
C/F budget for electronic plan review	80,000	-	80,000	-
C/F budget for Sharepoint 2013 upgrade	80,000	-	80,000	-
C/F budget for e-Builder Project [T/I from GF,F102,F103,F105,F430,F431,F432]	-	70,373	70,373	-
C/F budget for Springbrook upgrade	54,660	-	54,660	-
C/F budget for wireless access point (WAP) expansion	50,000	-	50,000	-
C/F budget for automated license plate reader (ALPR) replacement	44,000	-	44,000	-
C/F budget for phone system upgrade	39,703	-	39,703	-
C/F budget for Spillman upgrade	34,000	-	34,000	-
C/F budget for CRW upgrade	30,000	-	30,000	-
C/F budget for server infrastructure upgrades	30,000	-	30,000	-
C/F budget for server upgrades	30,000	-	30,000	-
C/F budget for Spillman security	25,000	-	25,000	-
C/F budget for performance evaluation software	24,000	-	24,000	-
C/F budget for Spilman server migration	21,462	-	21,462	-
C/F budget for cemetery software upgrade	21,000	-	21,000	-
C/F budget for Getac tablets	18,745	-	18,745	-
C/F budget for phone system upgrade	18,297	-	18,297	-
C/F budget for Getac tablet software	2,435	-	2,435	-
2015 Revised Budget	3,148,644	5,731,120	7,050,898	1,828,866
Total Resources / Expenditures		8,879,764		8,879,764
Equipment Rental Fund (#550)				
2015 Adopted Budget	4,324,274	4,210,470	5,349,861	3,184,883
BA#1 (Ordinance #6558, Proposed)	713,953	70,000	1,055,216	(271,263)
C/F budget for other vehicle purchases	713,953	-	713,953	-
Street sweeper (Unit #6926A)	-	-	271,263	(271,263)
C/F budget to purchase vehicles for Stormwater Mgmt Inspectors (BA#8) [T/I from F432]	-	70,000	70,000	-
2015 Revised Budget	5,038,227	4,280,470	6,405,077	2,913,620
Total Resources / Expenditures		9,318,697		9,318,697

Schedule A
Summary of 2015 Budget Adjustments by Fund
Budget Amendment #1 Ordinance No. 6558

Grand Total - All Funds	Beg. Fund Balance	2015 Revenues	2015 Expenditures	Ending Fund Balance
2015 Adopted Budget	84,534,959	168,599,228	182,194,484	70,939,703
BA#1 (Ordinance #6558, Proposed)	22,992,902	11,197,615	36,847,118	(2,656,601)
2015 Revised Budget	107,527,861	179,796,843	219,041,602	68,283,102
Total Resources / Expenditures		287,324,704	-	287,324,704
March 2015 Prepared by City of Auburn Financial Planning Department F:\Budget Directory\2015 Budget\Amendments\Budget Amendment #1 - 2015\BA#1 - Sched A and B.xls				

**Schedule B
2015 Appropriations by Fund**

Fund	2015 Adopted Budget	BA#1 (Ord 6558)	BA#2	BA#3	BA#4	Total Amendments	2015 Revised Budget
General Fund (#001)	73,360,404	507,174	-	-	-	507,174	73,867,578
Arterial Street Fund (#102)	15,463,434	6,508,221	-	-	-	6,508,221	21,971,655
Local Street Fund (#103)	2,948,568	770,053	-	-	-	770,053	3,718,621
Hotel Motel Fund (#104)	234,031	-	-	-	-	-	234,031
Arterial Street Preservation Fund (#105)	2,656,610	2,659,063	-	-	-	2,659,063	5,315,673
Drug Forfeiture Fund (#117)	602,505	-	-	-	-	-	602,505
Housing and Community Development Grant Fund (#119)	477,371	-	-	-	-	-	477,371
Recreation Trails Fund (#120)	43,847	-	-	-	-	-	43,847
Business Improvement Area Fund (#121)	96,272	-	-	-	-	-	96,272
Cumulative Reserve Fund (#122)	6,896,304	-	-	-	-	-	6,896,304
Mitigation Fees Fund (#124)	6,200,854	770,213	-	-	-	770,213	6,971,067
1998 Library Fund (#229)	279,500	-	-	-	-	-	279,500
2010 Annex A&B Bond Debt Fund (#230)	1,695,917	-	-	-	-	-	1,695,917
2010 C&D Local Revitalization Debt Fund (#231)	594,637	-	-	-	-	-	594,637
LID Guarantee Fund (#249)	24,569	-	-	-	-	-	24,569
LID #250 (#250)	-	-	-	-	-	-	-
LID #350 (#275)	15,121	-	-	-	-	-	15,121
Golf Course Debt Service Fund (#237)	389,195	-	-	-	-	-	389,195
Municipal Park Construction Fund (#321)	1,047,236	3,800,987	-	-	-	3,800,987	4,848,223
Capital Improvements Fund (#328)	10,785,236	853,000	-	-	-	853,000	11,638,237
Local Revitalization Fund (#330)	229,620	329,450	-	-	-	329,450	559,070
Golf Course Debt Service Fund (#417)	-	-	-	-	-	-	-
Water Fund (#430)	23,685,082	8,855,102	-	-	-	8,855,102	32,540,184
Sewer Fund (#431)	18,779,904	1,819,579	-	-	-	1,819,579	20,599,483
Storm Drainage Fund (#432)	20,815,381	5,297,080	-	-	-	5,297,080	26,112,461
Sewer Metro Fund (#433)	18,549,048	-	-	-	-	-	18,549,048
Solid Waste Fund (#434)	15,619,881	1,250	-	-	-	1,250	15,621,131
Airport Fund (#435)	1,743,117	165,950	-	-	-	165,950	1,909,067
Cemetery Fund (#436)	1,205,055	-	-	-	-	-	1,205,055
Golf Course Fund (#437)	-	-	-	-	-	-	-
Insurance Fund (#501)	1,614,131	-	-	-	-	-	1,614,131
Workers Compensation Self Insurance Fund (#503)	983,100	-	-	-	-	-	983,100
Facilities Fund (#505)	5,185,047	213,800	-	-	-	213,800	5,398,847
Innovation and Technology Fund (#518)	8,024,125	855,639	-	-	-	855,639	8,879,764
Equipment Rental Fund (#550)	8,534,744	783,953	-	-	-	783,953	9,318,697
Fire Pension Fund (#611)	2,656,481	-	-	-	-	-	2,656,481
Cemetery Endowment Fund (#701)	1,697,864	-	-	-	-	-	1,697,864
Total	253,134,187	34,190,517	-	-	-	34,190,517	287,324,704

March 2015
Prepared by City of Auburn Financial Planning Department



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6559 (First Reading)

Date:

March 24, 2015

Department:

Community Development &
Public Works

Attachments:

[Exhibit 1 - Ordinance No. 6559](#)
[Exhibit 2 - Final Plat Map](#)
[Exhibit 3 - Cert. of Improvement](#)
[Exhibit 4 - COA Hearing Examiner Decision](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6559.

Background Summary:

Stephannie Karlsson, representing Henley USA, has made application for the Final Plat of "Mountain View North" (originally known as "Mountain View Estates"); located on the east side of 58th Ave. S., north of S.328th St. and north of Mountain View Cemetery, in the "West Hill" area of the City. This Final Plat subdivides a 9.06-acre site (King County Tax Parcel Nos. 926280-0210 and 926280-0280) into 37 single-family residential lots, one tract for sensitive areas, one tract for private access and utilities, and dedication of public right-of-way; see **Exhibit 2**. The preliminary plat was approved by the City of Auburn Hearing Examiner on April 11, 2011 (PLT10-0008) with 19 conditions; see **Exhibit 4**.

The plat has been developed in accordance with the R-5 Residential zoning district as defined by Chapter 18.07 ACC (Residential Zones), Title 17 ACC (Land Adjustments and Division), Chapters 58.17 and 35A.58 RCW, and the 19 conditions of the preliminary plat.

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

1. Final lift of asphalt;
2. Raising utilities to grade;
3. Survey monuments installation; and,
4. Striping / channelization.

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

Reviewed by Council Committees:

Other: Bldg., Fire, Legal, CD & PW, & Surveying

Councilmember:

Staff: Snyder

Meeting Date: April 6, 2015

Item Number: ORD.B

ORDINANCE NO. 6 5 5 9

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE FINAL PLAT OF MOUNTAIN VIEW NORTH

WHEREAS, the City of Auburn received a final plat application for the Plat of Mountain View North, Application No. PLT14-0009, the final approval of which is appropriate for City Council Action; and

WHEREAS, based on the review given this Plat by the City, the City Council hereby makes and enters the following:

FINDINGS OF FACT

1. Henley, USA, LLC has made application for the Final Plat of "Mountain View North".
2. The Preliminary Plat of "Mountain View North" (PLT10-0008) [originally known as "Mountain View Estates"] was approved by the City's Hearing Examiner on April 11, 2011, as a single phase.
3. The Plat of "Mountain View North" has been developed in accordance with all applicable conditions of the Preliminary Plat.
4. A Certificate of Improvements has been issued by the City Engineer. The applicant has provided a security in lieu of completion for the outstanding improvements which includes the final lift of asphalt, monument installation, raising utilities to grade, and striping / channelization.

CONCLUSIONS OF LAW

1. The Final Plat is in compliance and in conformity with applicable Zoning and Land Division Ordinances and other applicable land use controls.
2. The Final Plat of "Mountain View North" is consistent with the Comprehensive Plan.
3. The Plat meets the requirements of Chapter 58.17 RCW.

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

Ordinance No. 6559
March 30, 2015
Page 1 of 3

Section 1. Approval. Mountain View North, a subdivision involving property located within the City of Auburn, Washington, which plat is legally described on Sheet 1 of 7 of the Final Plat and set forth below:

TRACTS 40 AND 50, WEST AUBURN FIVE ACRE TRACTS,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME
15 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON.

[King County Tax Parcel Nos. 926280-0210 and 926280-0280]

is hereby approved, and deemed to conform to the requirements for Plat approval pursuant to State and local law and Chapter 58.17 of the Revised Code of Washington and Section 58.17.140 thereof.

Section 2. Constitutionality or Invalidity. If any section, subsection clause or phase of this Ordinance is for any reason held to be invalid or unconstitutional such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance, as it is being hereby expressly declared that this Ordinance and each section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, adopted and approved and ratified irrespective of the fact that any one or more section, subsection, sentence, clause or phrase be declared invalid or unconstitutional.

Section 3. Recordation. Upon the passage, approval and publication of this Ordinance as provided by law, the City Clerk of the City of Auburn shall cause this Ordinance to be recorded in the office of the King County Auditor's Division.

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

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

FIRST READING: _____

SECOND READING: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN

NANCY BACKUS,
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:

Daniel B. Heid,
City Attorney

Published: _____

VOL./PAGE

MOUNTAIN VIEW NORTH

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 14,
TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., CITY OF AUBURN, KING COUNTY, WASHINGTON

LEGAL DESCRIPTION

TRACTS 40 AND 50, WEST AUBURN FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON.

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACES, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF AUBURN, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF AUBURN.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF AUBURN, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING THE COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION, PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF AUBURN, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF AUBURN, ITS SUCCESSORS OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

HENLEY USA LLC,
A WASHINGTON LIMITED LIABILITY COMPANY

SUMITOMO FORESTRY AMERICA, INC.,
A WASHINGTON CORPORATION

BY: _____
ITS: _____

BY: _____
ITS: _____

ACKNOWLEDGMENTS

STATE OF WASHINGTON }
COUNTY OF _____ } SS

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

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

PRINTED NAME _____

COMMISSION EXPIRES _____

STATE OF WASHINGTON }
COUNTY OF _____ } SS

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

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

PRINTED NAME _____

COMMISSION EXPIRES _____

APPROVALS**FINANCE DIRECTOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS FOR WHICH THE PROPERTY SUBJECT TO THIS SUBDIVISION MAY BE LIABLE TO THE CITY, AND THAT ALL SPECIAL ASSESSMENTS ON ANY PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE HAVE BEEN DULY PAID, SATISFIED OR DISCHARGED.

THIS _____ DAY OF _____, 20____

AUBURN DIRECTOR OF FINANCE

CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS FINAL PLAT IS IN COMPLIANCE WITH THE CERTIFICATE OF IMPROVEMENTS ISSUED PURSUANT TO ACC 17.14.015, AND IS CONSISTENT WITH ALL APPLICABLE CITY IMPROVEMENT STANDARDS AND REQUIREMENTS IN FORCE ON THE DATE OF PRELIMINARY PLAT APPROVAL.

THIS _____ DAY OF _____, 20____

AUBURN CITY ENGINEER

COMMUNITY DEVELOPMENT ASSISTANT DIRECTOR'S CERTIFICATE

I HEREBY CERTIFY ON THIS _____ DAY OF _____, 20____, THAT THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT AND ANY CONDITIONS ATTACHED THERETO, WHICH PRELIMINARY PLAT WAS APPROVED BY THE HEARING EXAMINER ON THE 11TH DAY OF APRIL, 2011.

AUBURN ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT

APPROVAL

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

MAYOR
ATTEST: _____
AUBURN CITY CLERK

FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION, AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE ARE PAID IN FULL THIS _____ DAY OF _____, 20____.

MANAGER DEPUTY

ASSESSOR'S APPROVAL

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

KING COUNTY ASSESSOR DEPUTY COUNTY ASSESSOR

KING COUNTY PARCEL NO'S. 9262800210 AND 9262800280

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF MOUNTAIN VIEW NORTH IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND LOT AND BLOCK CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND, AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

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

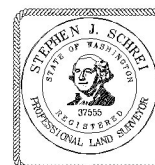
RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF HENLEY USA LLC, THIS _____ DAY OF _____, 20____.

AT _____ MINUTES PAST _____ M. AND RECORDED IN VOLUME _____ OF PLATS, PAGE(S)

_____, AFN _____ RECORDS OF KING COUNTY, WASHINGTON.

MANAGER SUPERINTENDENT OF RECORDS



**D.R. STRONG
CONSULTING ENGINEERS**
ENGINEERS PLANNERS SURVEYORS

820 - 7th AVENUE KIRKLAND, WA 98033
O 425.827.3063 F 425.827.2423

JOB NO. 12071

SHEET 1 OF 7

MOUNTAIN VIEW NORTH

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 14,
TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., CITY OF AUBURN, KING COUNTY, WASHINGTON

NOTES/RESTRICTIONS

1. EXCEPT FOR LOT 1, NO DIRECT LOT ACCESS SHALL BE ALLOWED TO 58TH AVENUE SOUTH.
2. THE ROAD AND STORM DRAINAGE SYSTEMS SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED PLAN AND PROFILE, PLAN NO. FAC07-00056 ON FILE WITH THE CITY OF AUBURN. ANY DEVIATION FROM THE APPROVED PLAN WILL REQUIRE WRITTEN APPROVAL FROM THE CITY.
3. PRIOR TO BUILDING CONSTRUCTION ON ALL LOTS, TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES, PER THE CONSTRUCTION STORM WATER POLLUTION PREVENTION PLAN (CSWPPP) WILL BE CONSTRUCTED AND MAINTAINED THROUGH FINAL LOT STABILIZATION, PRIOR TO FINAL BUILDING INSPECTION FOR THE STRUCTURE(S) ON ALL LOTS, ROOF DOWNSPOUTS, FOOTING DRAINS, AND ALL LANDSCAPED AREAS NOT DESIGNATED FOR SHEET FLOW TO THE ADJACENT SENSITIVE AREAS, OR ALLOWED TO BE TREATED ON-SITE, SHALL BE TIGHTENED TO THE PUBLIC ROADWAY DRAINAGE SYSTEM AND SHALL BE INSPECTED BY CITY OF AUBURN FOR COMPLIANCE WITH THE CSWPPP PRIOR TO FINAL APPROVAL.
4. STORM DRAINAGE SYSTEMS CONSTRUCTED ON THE INDIVIDUAL LOTS MUST BE MAINTAINED BY THE PROPERTY OWNER FOR THAT LOT. AN EXCEPTION TO THIS REQUIREMENT IS WHERE THE PRIVATE STORM COLLECTION SYSTEM CROSSES LOT LINES. IN THIS CASE PRIVATE STORM DRAINAGE EASEMENTS AND THE MAINTENANCE RESPONSIBILITIES RELATED THERETO HAVE BEEN IDENTIFIED HEREIN.
5. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 2, 3 AND 4 IS FOR THE BENEFIT OF LOTS 3, 4 AND 5 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 2, 3, 4 AND 5 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
6. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 6 AND 7 IS FOR THE BENEFIT OF LOTS 7 AND 8 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 6, 7 AND 8 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
7. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 11, 12, 13 AND TRACT B IS FOR THE BENEFIT OF LOTS 9, 10 AND 11 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 9, 10, 11, AND 12 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
8. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 15, 16 AND 17 IS FOR THE BENEFIT OF LOTS 14, 15 AND 16 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 14, 15, 16 AND 17 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
9. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 19, 20 AND 21 IS FOR THE BENEFIT OF LOTS 18, 20, 21 AND 22 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 18, 19, 20, 21 AND 22 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
10. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 23, 24 AND 25 IS FOR THE BENEFIT OF LOTS 24, 25 AND 26 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 23, 24, 25 AND 26 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
11. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 30, 31 AND 32 IS FOR THE BENEFIT OF LOTS 29, 30 AND 31 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 29, 30, 31 AND 32 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
12. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 34, 35 AND 36 IS FOR THE BENEFIT OF LOTS 33, 34, 35 AND 37 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 33, 34, 35, 36 AND 37 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
13. THE PRIVATE WALL AND STORM DRAINAGE EASEMENT SHOWN ON LOTS 1, 2 AND 3 IS HEREBY RESERVED FOR AND GRANTED TO THE MOUNTAIN VIEW NORTH-SOUTH HOMEOWNERS ASSOCIATION FOR PRIVATE RETAINING WALL AND ASSOCIATED STORM DRAINAGE FACILITIES. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE RETAINING WALL STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
14. THE PRIVATE WALL AND STORM DRAINAGE EASEMENT SHOWN ON LOT 10 AND LOTS 18 THROUGH 27 IS HEREBY RESERVED FOR AND GRANTED TO THE MOUNTAIN VIEW NORTH-SOUTH HOMEOWNERS ASSOCIATION FOR PRIVATE RETAINING WALL AND ASSOCIATED STORM DRAINAGE FACILITIES. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE RETAINING WALL STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
15. THE PRIVATE WALL AND STORM DRAINAGE EASEMENT SHOWN ON LOTS 27, 28, 29 AND 30 IS HEREBY RESERVED FOR AND GRANTED TO THE MOUNTAIN VIEW NORTH-SOUTH HOMEOWNERS ASSOCIATION FOR PRIVATE RETAINING WALL AND ASSOCIATED STORM DRAINAGE FACILITIES. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE RETAINING WALL STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
16. FENCES AT THE TOP OF THE SLOPE WILL NOT BE PERMITTED ALONG THE REAR LOT LINE OF LOTS 8-10 OR THE EAST PORTION OF LOT 7. A FENCE ALONG THE NORTH PORTION OF LOT 7 CAN BE CONSIDERED. IF A HOMEOWNER WANTS A FENCE THEN THE MINIMUM 15 FOOT SETBACK FROM THE TOP OF SLOPE WILL NEED TO ACCOMMODATE. LANDSCAPING WITHIN THE REAR YARDS OF LOTS 8-10 AND A PORTION OF LOT 7 ADJACENT TO TRACT A RE-VEGETATION WITH NATIVE VEGETATION AND RESIDENTIAL TYPE LANDSCAPING WILL BE CONSIDERED. APPROPRIATE PERMITS WILL BE OBTAINED FROM THE CITY OF AUBURN PRIOR TO ANY LANDSCAPING MODIFICATIONS, FENCE INSTALLATION, GRADING, OR ANY RETAINING WALLS.
17. NO ROAD WITHIN THIS PLAT SHALL BE EXTENDED ACROSS ANY LOT WITHIN THIS PLAT WITHOUT THE PERMISSION OF THE AFFECTED LOT OWNER AND THE MOUNTAIN VIEW ESTATES HOMEOWNERS ASSOCIATION.

SENSITIVE AREA TRACT AND EASEMENT

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

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

THE CITY SHALL BE ALLOWED TO ENTER UPON THE SUBJECT PROPERTY FOR THE PURPOSES OF MONITORING, MAINTAINING, PRESERVING, AND ENHANCING FUNCTIONS RELATED TO THE ON-SITE MITIGATION AREAS LOCATED WITHIN TRACT A IDENTIFIED ON SHEET 6 HEREOF AS A SENSITIVE AREA TRACT. THE CITY SHALL BE PERMITTED TO ENTER ONTO THE SUBJECT PROPERTY AT ALL REASONABLE TIMES TO MONITOR AND MAINTAIN THE ON-SITE STEEP SLOPES. THE PERMISSION FOR ACCESS HOWEVER DOES NOT ESTABLISH AN OBLIGATION ON THE PART OF THE CITY FOR MAINTENANCE.

CITY OF AUBURN PUBLIC EASEMENT PROVISION

ALL PUBLIC SANITARY SEWER AND STORM DRAINAGE EASEMENTS AS SHOWN ARE HEREBY GRANTED AND CONVEYED TO THE CITY OF AUBURN, A MUNICIPAL CORPORATION OF KING AND PIERCE COUNTIES, WASHINGTON, ITS SUCCESSORS AND/OR ASSIGNS, A PERPETUAL NONEXCLUSIVE EASEMENT UNDER, OVER, THROUGH AND ACROSS THE REAL PROPERTY AS DESCRIBED HEREIN FOR THE PURPOSE OF LAYING, MAINTAINING, INSTALLING, AND CONVEYING SANITARY SEWER, AND APPURTENANCES THEREOF, AND LAYING, MAINTAINING, INSTALLING, CONVEYING, STORING, MANAGING, AND FACILITATING STORM AND SURFACE WATER, PER THE ENGINEERING PLANS APPROVED BY THE CITY OF AUBURN FOR THIS PLAT, TOGETHER WITH THE ABSOLUTE RIGHT, AT ALL TIMES AS NECESSARY FOR IMMEDIATE ACCESS (INGRESS AND EGRESS), TO ENTER SAID EASEMENT FOR THE PURPOSE OF INSPECTING, OPERATING, MAINTAINING, REPAIRING, RECONSTRUCTING, AND IMPROVING THE SANITARY SEWER AND 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 ANY FILL MATERIAL BE PLACED WITHIN THE BOUNDARIES OF SAID EASEMENT AREA, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF AUBURN. 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 AND FROM THE REAL PROPERTY WITHIN THE EASEMENT AREA. IF SAID GATE IS TO BE LOCKED, KEYS SHALL BE PROVIDED TO THE CITY OF AUBURN.

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

THE OWNERS OF SAID PRIVATE PROPERTY GRANTS TO THE CITY OF AUBURN THE RIGHT OF INGRESS AND EGRESS TO THE EASEMENT AREA OVER AND ACROSS ALL PAVED, GRAVELED, OR OTHERWISE IMPROVED DRIVEWAYS OR PARKING LOTS WITHIN THE PARENT PARCEL. IF DIRECT ACCESS TO THE EASEMENT AREA IS NOT AVAILABLE FROM SUCH DRIVEWAYS OR PARKING LOTS, THE CITY OF AUBURN'S RIGHT OF INGRESS AND EGRESS SHALL INCLUDE SUCH OTHER AREAS OF THE PARENT PARCEL AS THE CITY OF AUBURN DETERMINES ARE NECESSARY TO ACCESS THE EASEMENT AREA FROM SUCH DRIVEWAYS AND PARKING LOTS OR FROM THE PARENT 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 WATER, SANITARY SEWER AND STORM DRAINAGE FACILITIES. THE USE OF SUCH ADDITIONAL AREA SHALL BE HELD TO REASONABLE MINIMUM AND IN THE CASE OF ANY DAMAGE OR DISRUPTION OF THE PARENT PARCEL, THE CITY OF AUBURN SHALL RETURN THE PROPERTY TO A CONDITION REASONABLY COMPARABLE TO ITS CONDITION AS IT EXISTED IMMEDIATELY BEFORE ENTRY AND/OR WORK WAS MADE THEREON BY THE CITY OF AUBURN OR ITS AGENTS. IN ADDITION TO THE OTHER RESTRICTIONS HEREIN, THE OWNERS OF SAID PRIVATE PROPERTY SHALL NOT CONVEY TO A THIRD PARTY ANY EASEMENT OR OTHER RIGHT OF THE EASEMENT AREA.

THIS EASEMENT AND COVENANT SHALL RUN WITH THE PARENT PARCEL AND IS BINDING ON THE OWNERS OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND/OR ASSIGNS.

PUBLIC EASEMENT PROVISIONS

1. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO PUGET SOUND ENERGY COMPANY, CENTURY LINK, COMCAST AND/OR ANY OTHER PRIVATE UTILITY, AND THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS, UNDER AND UPON TRACT B, THE EXTERIOR 10 FEET OF ALL LOTS AND TRACTS, PARALLEL WITH AND ADJOINING TRACT B, AS SHOWN HEREON AND THE EXTERIOR 10 FEET OF ALL LOTS AND TRACTS, PARALLEL WITH AND ADJOINING THE EXISTING OR PROPOSED PUBLIC RIGHT-OF-WAY, AS SHOWN HEREON IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND DISTRIBUTION SYSTEMS WITH NECESSARY FACILITIES, SIDEWALKS AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH UTILITY SERVICES AND SIDEWALKS. TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED, NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, OR FOR TELEPHONE USE, CABLE TELEVISION, FIRE OR POLICE SIGNAL OR FOR OTHER PURPOSES, SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

LAKEHAVEN UTILITY DISTRICT EASEMENT PROVISION

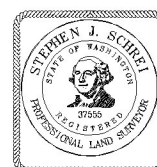
AN EASEMENT IS HEREBY IRREVOCABLY RESERVED FOR AND GRANTED TO LAKEHAVEN UTILITY DISTRICT AND ITS AGENTS, SUCCESSORS AND ASSIGNS, FOR SO LONG AS IT SHALL OWN AND MAINTAIN THE UTILITIES REFERENCED HEREIN UNDER AND UPON THE AREA SHOWN ON THE PLAT AND DESCRIBED HEREIN AS "WATERLINE EASEMENT" (WLE) TO INSTALL, MAINTAIN, REPLACE, REPAIR AND OPERATE WATER MAINS AND APPURTENANCES FOR THIS SUBDIVISION AND OTHER PROPERTY TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENT AT ALL TIMES FOR PURPOSES INCIDENT THERETO, NO BUILDING, WALL, ROCKERY, FENCE, TREES OR STRUCTURE OF ANY KIND SHALL BE ERRECTED OR PLANTED, NOR SHALL ANY FILL MATERIAL BE PLACED WITHIN THE BOUNDARIES OF SAID EASEMENT AREA. NO EXCAVATION SHALL BE MADE WITHIN THREE (3) FEET OF SAID WATER 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 SERVICE FACILITY OR APPURTENANCE OF ANY KIND SHALL BE CONSTRUCTED OR LOCATED BY GRANTOR, OR ANY THIRD PARTY ACTING UNDER AUTHORITY OF GRANTOR, WITHIN OR PROXIMATE TO SAID EASEMENT, UNLESS SUCH INSTALLATION IS APPROVED BY GRANTEE AND IS IN CONFORMANCE WITH THE THEN-CURRENT EDITION OF THE CRITERIA FOR UTILITY WORKS DESIGN PUBLISHED BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY. GRANTOR HEREBY HEREBY AGREES THAT NO OTHER UTILITY ACTIVITY 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 FACILITIES. THE USE OF SUCH ADDITIONAL AREA SHALL BE HELD TO A REASONABLE MINIMUM AND BE RETURNED TO THE CONDITION EXISTING IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE LAKEHAVEN UTILITY DISTRICT, ITS AGENTS, SUCCESSORS AND ASSIGNS. IN ADDITION TO THE OTHER RESTRICTIONS HEREIN, GRANTOR SHALL NOT CONVEY TO A THIRD PARTY ANY EASEMENT OR OTHER INTEREST OR RIGHT OF USE OF PROPERTY SUBJECT TO THE EASEMENT THAT WOULD IMPAIR OR LIMIT THE USE OF THE EASEMENT RIGHTS GRANTED HEREIN.

PRIVATE DRAINAGE EASEMENT COVENANT

THE OWNERS OF PRIVATE PROPERTY WITHIN THIS PLAT ENCUMBERED WITH DRAINAGE EASEMENTS SHOWN AS "PRIVATE" HEREBY GRANT AND CONVEY TO THE CITY OF AUBURN, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, THE RIGHT BUT NOT THE OBLIGATION TO CONVEY OR STORM STORM AND SURFACE WATER PER THE ENGINEERING PLANS APPROVED FOR THIS PLAT BY THE CITY OF AUBURN, TOGETHER WITH THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS) TO ENTER SAID DRAINAGE EASEMENT FOR THE PURPOSE OF OBSERVING THAT THE OWNER(S) ARE PROPERLY OPERATING AND MAINTAINING THE DRAINAGE FACILITIES CONTAINED THEREIN.

THE OWNERS OF SAID PRIVATE PROPERTY ARE RESPONSIBLE FOR OPERATING, MAINTAINING, AND REPAIRING THE DRAINAGE FACILITIES CONTAINED WITHIN SAID DRAINAGE EASEMENT AND ARE HEREBY REQUIRED TO OBTAIN ANY REQUIRED PERMITS FROM THE CITY OF AUBURN PRIOR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCE SUCH AS LAWN MOWING) IN OPEN VEGETATED DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHES, PONDS, ETC.) OR PERFORMING ANY ALTERATIONS OR MODIFICATIONS TO THE DRAINAGE FACILITIES CONTAINED WITHIN SAID DRAINAGE EASEMENT.

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



**D.R. STRONG
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JOB NO. 12071

THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE MOUNTAIN VIEW NORTH-SOUTH HOMEOWNERS ASSOCIATION RECORDED UNDER KING COUNTY RECORDING NUMBER _____ RECORDS OF KING COUNTY, WASHINGTON. SAID HOMEOWNERS ASSOCIATION SHALL OWN AND MAINTAIN THE TRACTS AND EASEMENTS AS INDICATED AND CONVEYED HEREIN, UNLESS OTHERWISE APPROVED BY THE CITY OF AUBURN OR ITS SUCCESSOR AGENCY. THIS COVENANT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS OF LOTS 1 THROUGH 37, INCLUSIVE OF LOT 37, AND THE HEIRS AND ASSIGNS. SHOULD THE MOUNTAIN VIEW NORTH-SOUTH HOMEOWNERS ASSOCIATION BE DISSOLVED OR OTHERWISE CEASE TO FUNCTION, OWNERSHIP OF LOTS 1 THROUGH 37, INCLUSIVE OF THIS PLAT, WILL INCLUDE AN EQUAL AND UNDIVIDED INTEREST IN TRACT A, TOGETHER WITH AN EQUAL RESPONSIBILITY FOR THE MAINTENANCE RESPONSIBILITIES FOR SAID TRACT.

1. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NATIVE GROWTH RETENTION AREA COVENANT" AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20000630001203.
2. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SENSITIVE AREAS NOTICE" AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20000727000483.
3. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT FOR TEMPORARY WATER SERVICE" AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20000906001124.
4. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND ENERGY, INC. FOR AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 2010080900730. THE LEGAL DESCRIPTION WITHIN SAID INSTRUMENT IS INSUFFICIENT TO DETERMINE THE EASEMENT'S EXACT LOCATION WITHIN THIS SITE.
5. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DECLARATION OF EASEMENT" AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20060328001869, SAID EASEMENT REPLACES THE EASEMENT AGREEMENT RECORDED UNDER RECORDING NUMBER 9812231449.
6. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT" AS DISCLOSED BY INSTRUMENTS RECORDED UNDER RECORDING NUMBER 20071120000488 AND 20071120000469 AND MODIFICATIONS THERETO AS DISCLOSED BY INSTRUMENTS RECORDED UNDER RECORDING NUMBER 20090220001244, 20120712000234, 20130815000943 AND 20140102000145.
7. THIS SITE IS SUBJECT TO ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES OR ENCROACHMENTS, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY THE PLAT OF WEST AUBURN FIVE ACRE TRACTS RECORDED IN VOLUME 15 OF PLATS, PAGE(S) 12.
8. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND ENERGY, INC., FOR AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20140925000640.
9. THIS SITE IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS, TO THE EXTENT THAT THE SAME ARE PERMITTED BY APPLICABLE LAWS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20150230000850.
10. THIS SITE IS SUBJECT TO THE PROVISIONS OF THE ARTICLES OF INCORPORATION AND BY-LAWS OF THE MOUNTAIN VIEW HOMEOWNERS ASSOCIATION, A WASHINGTON NONPROFIT CORPORATION, AND ANY TAX, FEE, ASSESSMENTS OR CHARGES AS MAY BE LEVIED BY SAID ASSOCIATION.

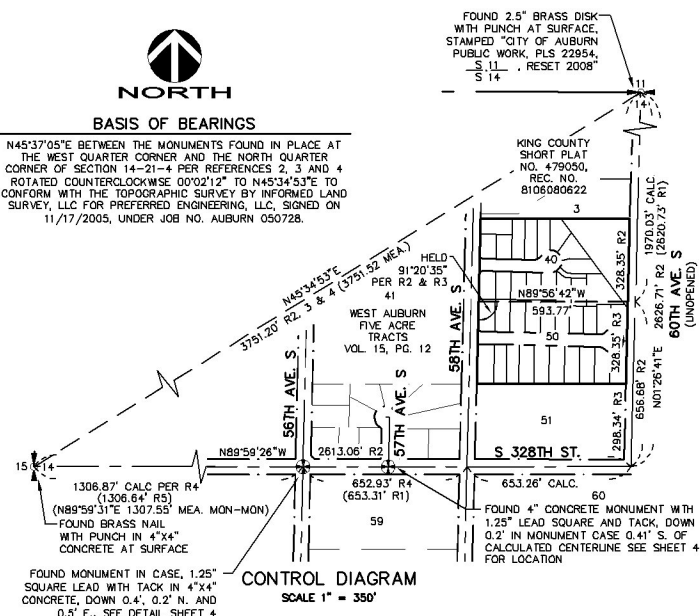
1. TRACT A IS A SENSITIVE AREA TRACT AND IS HEREBY CONVEYED TO THE MOUNTAIN VIEW NORTH-SOUTH HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE ASSOCIATED WITH SAID TRACT.

2. TRACT B IS A PRIVATE ACCESS TRACT FOR INGRESS, EGRESS, PRIVATE DRAINAGE AND UTILITIES FOR THE BENEFIT OF THE OWNERS OF LOTS 10, 11 AND 12 WITHIN THIS PLAT. OWNERSHIP OF LOTS 10, 11 AND 12 WITHIN THIS PLAT INCLUDES AN INTEREST IN THE TRACT AND THE INTEREST OF THE OWNERS OF SAID LOTS 10, 11 AND 12 INCLUDES THE RIGHT TO THE MAINTENANCE OF SAID TRACT. AN EASEMENT OVER SAID TRACT IS HEREBY RESERVED FOR THE BENEFIT OF LOTS 9, 10, 11 AND 12 FOR PRIVATE UTILITIES AND STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 9, 10, 11 AND 12 ARE HEREBY GRANTED AN EASEMENT OVER SAID TRACT FOR PRIVATE UTILITIES AND STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 9, 10, 11 AND 12 SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

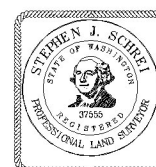
1. THE PLAT OF WEST AUBURN FIVE ACRE TRACTS, RECORDED IN VOLUME 15 OF PLATS, PAGE 12.
2. RECORD OF SURVEY RECORDED IN VOLUME 107 OF SURVEYS, PAGE 155, UNDER RECORDING NUMBER 9601229002.
3. RECORD OF SURVEY RECORDED IN VOLUME 185 OF SURVEYS, PAGE 259, UNDER RECORDING NUMBER 20050427900014.
4. RECORD OF SURVEY RECORDED IN VOLUME 187 OF SURVEYS, PAGE 251, UNDER RECORDING NUMBER 20050603900010.
5. THE PLAT OF BANDY'S SECOND ADDITION, RECORDED IN VOLUME 114 OF PLATS, PAGE 99.
6. TOPOGRAPHIC SURVEY BY INFORMED LAND SURVEY, LLC FOR PREFERRED ENGINEERING, LLC, SIGNED ON 11/17/2005, UNDER JOB NO. AUBURN 050728.

1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM FIRST AMERICAN TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE ORDER NUMBER 5003353--2290337 DATED FEBRUARY 13, 2015. IN PREPARING THIS MAP, D.R. STRONG CONSULTING ENGINEERS INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS D.R. STRONG CONSULTING ENGINEERS INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP. D.R. STRONG CONSULTING ENGINEERS INC. HAS RELIED WHOLLY ON FIRST AMERICAN TITLE COMPANY REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE D.R. STRONG CONSULTING ENGINEERS INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
2. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN MAY, 2013.
3. PROPERTY AREA = 389,95± SQUARE FEET (8.952± ACRES).
4. ALL DISTANCES ARE IN FEET.
5. THIS IS A FIELD TRAVERSE SURVEY. A LEICA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING DOCUMENTATION AS SHOWN. CLOSURE RATIOS FOR THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAS 132-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
6. THE BOUNDARY SHOWN HEREON IS BASED ON THE RECORDS OF SURVEY RECORDED UNDER RECORDING NUMBERS 9601229002, 20050427900014 AND 20050603900010, REFERENCES 2, 3 AND 4. HOLDING THE NORTH QUARTER CORNER OF SECTION 12-41-24 AND ROTATING TO THE WEST QUARTER CORNER, MEASUREMENTS MADE BETWEEN THE TWO MONUMENTS INDICATE A MINOR DIFFERENCE FROM THAT PRODUCED BY SAID SURVEYS, ALSO THE MONUMENT AT THE INTERSECTION OF S. 12TH AND W. 41ST STS. APPEARS TO HAVE BEEN EITHER DISTURBED OR REPLACED IN A DIFFERENT LOCATION. THERE HAVE BEEN SEVERAL OTHER SURVEYS MADE IN THE AREA, ALL PRODUCE SLIGHTLY DIFFERING MEASUREMENTS BETWEEN THE EXISTING MONUMENTS. IT IS THE INTENTION OF THIS SURVEY TO CONFORM, AS BEST AS POSSIBLE, TO THE SURVEYS PREPARED FOR THIS PARCEL, WHICH ARE RECORDED UNDER RECORDING NUMBERS 9601229002 AND 20050427900014, REFERENCES 2 AND 3.

TRACT SCHEDULE			
TRACT	SIZE	OWNERSHIP	PURPOSE
A	48,569 SQ. FT.	THE MOUNTAIN VIEW NORTH-SOUTH HOMEOWNERS ASSOCIATION	SENSITIVE AREA
B	2,429 SQ. FT.	THE OWNERS OF LOTS 10, 11 AND 12	PRIVATE ACCESS AND UTILITY



CITY OF AUBURN			STREET ADDRESS		
LOT NO.	HOUSE NUMBER	STREET NAME	LOT NO.	HOUSE NUMBER	STREET NAME
1	32504	S. 325TH AVE. S.	19	5812	S. 326TH CT.
2	5808	S. 325TH CT.	20	5820	S. 326TH CT.
3	5816	S. 325TH CT.	21	5828	S. 326TH CT.
4	5822	S. 325TH CT.	22	5836	S. 326TH CT.
5	5830	S. 325TH CT.	23	5844	S. 326TH CT.
6	5838	S. 325TH CT.	24	5852	S. 326TH CT.
7	5846	S. 325TH CT.	25	5860	S. 326TH CT.
8	5854	S. 325TH CT.	26	5868	S. 326TH CT.
9	5871	S. 325TH CT.	27	5878	S. 326TH CT.
10	5863	S. 325TH CT.	28	5875	S. 326TH CT.
11	5855	S. 325TH CT.	29	5877	S. 326TH CT.
12	5847	S. 325TH CT.	30	5859	S. 326TH CT.
13	5839	S. 325TH CT.	31	5851	S. 326TH CT.
14	5831	S. 325TH CT.	32	5843	S. 326TH CT.
15	5823	S. 325TH CT.	33	5835	S. 326TH CT.
16	5815	S. 325TH CT.	34	5827	S. 326TH CT.
17	5807	S. 325TH CT.	35	5819	S. 326TH CT.
18	5804	S. 326TH CT.	36	5813	S. 326TH CT.
			37	5805	S. 326TH CT.



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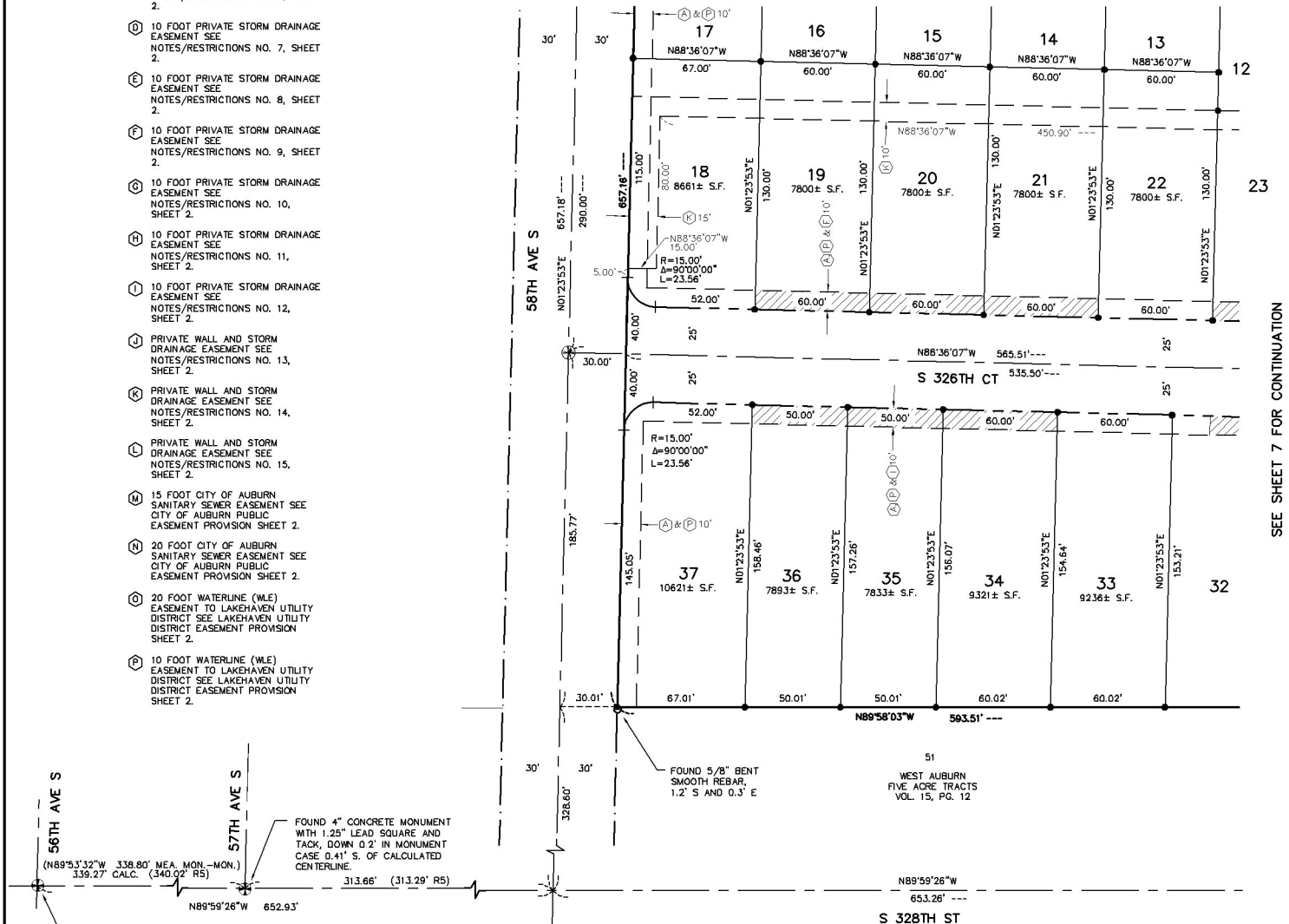
MOUNTAIN VIEW NORTH

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 14,
TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., CITY OF AUBURN, KING COUNTY, WASHINGTON

EASEMENT KEY

- (A) 10 FOOT PUBLIC UTILITY EASEMENT
SEE PUBLIC EASEMENT PROVISION
1, SHEET 2.
- (B) 10 FOOT PRIVATE STORM DRAINAGE
EASEMENT SEE
NOTES/RESTRICTIONS NO. 5, SHEET
2.
- (C) 10 FOOT PRIVATE STORM DRAINAGE
EASEMENT SEE
NOTES/RESTRICTIONS NO. 6, SHEET
2.
- (D) 10 FOOT PRIVATE STORM DRAINAGE
EASEMENT SEE
NOTES/RESTRICTIONS NO. 7, SHEET
2.
- (E) 10 FOOT PRIVATE STORM DRAINAGE
EASEMENT SEE
NOTES/RESTRICTIONS NO. 8, SHEET
2.
- (F) 10 FOOT PRIVATE STORM DRAINAGE
EASEMENT SEE
NOTES/RESTRICTIONS NO. 9, SHEET
2.
- (G) 10 FOOT PRIVATE STORM DRAINAGE
EASEMENT SEE
NOTES/RESTRICTIONS NO. 10,
SHEET 2.
- (H) 10 FOOT PRIVATE STORM DRAINAGE
EASEMENT SEE
NOTES/RESTRICTIONS NO. 11,
SHEET 2.
- (I) 10 FOOT PRIVATE STORM DRAINAGE
EASEMENT SEE
NOTES/RESTRICTIONS NO. 12,
SHEET 2.
- (J) PRIVATE WALL AND STORM
DRAINAGE EASEMENT SEE
NOTES/RESTRICTIONS NO. 13,
SHEET 2.
- (K) PRIVATE WALL AND STORM
DRAINAGE EASEMENT SEE
NOTES/RESTRICTIONS NO. 14,
SHEET 2.
- (L) PRIVATE WALL AND STORM
DRAINAGE EASEMENT SEE
NOTES/RESTRICTIONS NO. 15,
SHEET 2.
- (M) 15 FOOT CITY OF AUBURN
SANITARY SEWER EASEMENT SEE
CITY OF AUBURN PUBLIC
EASEMENT PROVISION SHEET 2.
- (N) 20 FOOT CITY OF AUBURN
SANITARY SEWER EASEMENT SEE
CITY OF AUBURN PUBLIC
EASEMENT PROVISION SHEET 2.
- (O) 20 FOOT WATERLINE (WLE)
EASEMENT TO LAKEHAVEN UTILITY
DISTRICT SEE LAKEHAVEN UTILITY
DISTRICT EASEMENT PROVISION
SHEET 2.
- (P) 10 FOOT WATERLINE (WLE)
EASEMENT TO LAKEHAVEN UTILITY
DISTRICT SEE LAKEHAVEN UTILITY
DISTRICT EASEMENT PROVISION
SHEET 2.

SEE SHEET 5 FOR CONTINUATION



SEE SHEET 7 FOR CONTINUATION

LEGEND

- QUARTER SECTION CORNER MONUMENT AS NOTED
- FOUND MONUMENT AS NOTED
- SET STANDARD CITY OF AUBURN MONUMENT WITH BRASS DISK
STAMPED "DRS 37555" IN MONUMENT CASE.
- FOUND CORNER MONUMENT AS AS NOTED.
- SET 5/8" X 24" REBAR WITH PLASTIC CAP STAMPED "DRS
37555"
- AREA BURDENED BY PRIVATE STORM DRAINAGE EASEMENT



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ENGINEERS PLANNERS SURVEYORS

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JOB NO. 12071

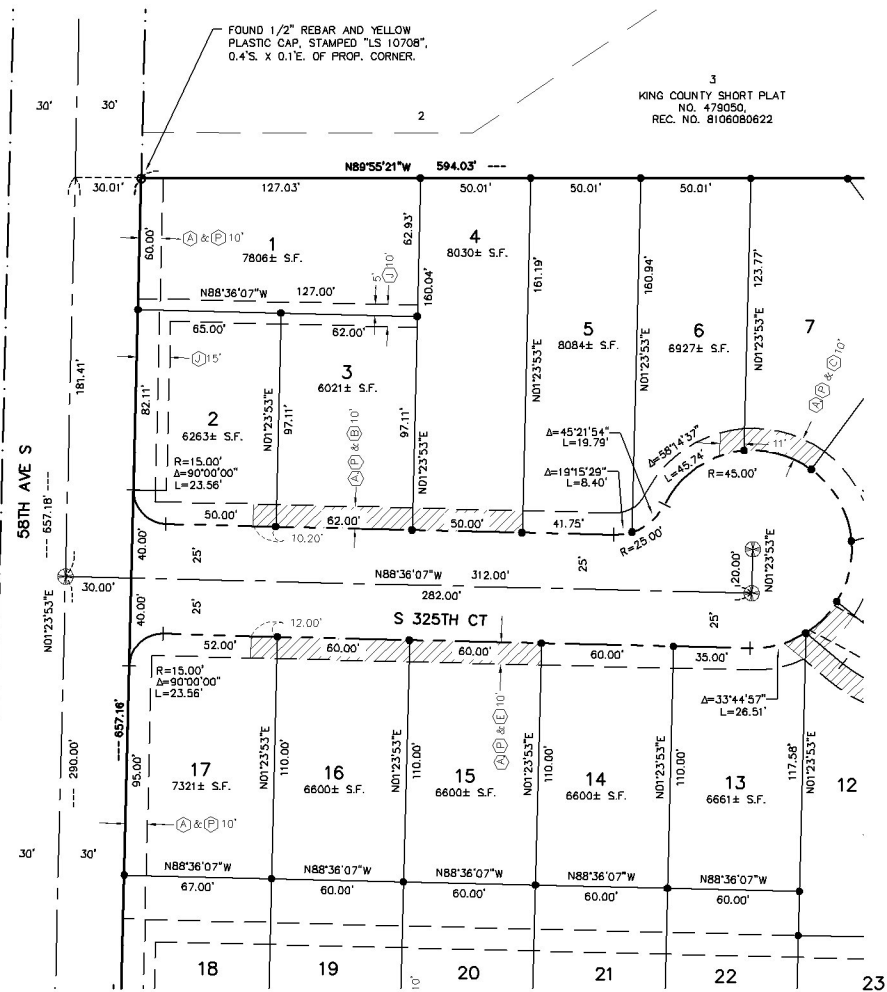
SHEET 4 OF 7

MOUNTAIN VIEW NORTH

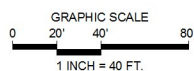
A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 14,
TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., CITY OF AUBURN, KING COUNTY, WASHINGTON

EASEMENT KEY

- (A) 10 FOOT PUBLIC UTILITY EASEMENT SEE PUBLIC EASEMENT PROVISION SHEET 2.
- (B) 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SEE NOTES/RESTRICTIONS NO. 5, SHEET 2.
- (C) 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SEE NOTES/RESTRICTIONS NO. 6, SHEET 2.
- (D) 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SEE NOTES/RESTRICTIONS NO. 7, SHEET 2.
- (E) 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SEE NOTES/RESTRICTIONS NO. 8, SHEET 2.
- (F) 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SEE NOTES/RESTRICTIONS NO. 9, SHEET 2.
- (G) 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SEE NOTES/RESTRICTIONS NO. 10, SHEET 2.
- (H) 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SEE NOTES/RESTRICTIONS NO. 11, SHEET 2.
- (I) 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SEE NOTES/RESTRICTIONS NO. 12, SHEET 2.
- (J) PRIVATE WALL AND STORM DRAINAGE EASEMENT SEE NOTES/RESTRICTIONS NO. 13, SHEET 2.
- (K) PRIVATE WALL AND STORM DRAINAGE EASEMENT SEE NOTES/RESTRICTIONS NO. 14, SHEET 2.
- (L) PRIVATE WALL AND STORM DRAINAGE EASEMENT SEE NOTES/RESTRICTIONS NO. 15, SHEET 2.
- (M) 15 FOOT CITY OF AUBURN SANITARY SEWER EASEMENT SEE CITY OF AUBURN PUBLIC EASEMENT PROVISION SHEET 2.
- (N) 20 FOOT CITY OF AUBURN SANITARY SEWER EASEMENT SEE CITY OF AUBURN PUBLIC EASEMENT PROVISION SHEET 2.
- (O) 20 FOOT WATERLINE (WLE) EASEMENT TO LAKEHAVEN UTILITY DISTRICT SEE LAKEHAVEN UTILITY DISTRICT EASEMENT PROVISION SHEET 2.
- (P) 10 FOOT WATERLINE (WLE) EASEMENT TO LAKEHAVEN UTILITY DISTRICT SEE LAKEHAVEN UTILITY DISTRICT EASEMENT PROVISION SHEET 2.



SEE SHEET 4 FOR CONTINUATION

**NORTH****BASIS OF BEARINGS**

N45°37'05"E BETWEEN THE MONUMENTS FOUND IN PLACE AT THE WEST QUARTER CORNER AND THE NORTH QUARTER CORNER OF SECTION 14-21-4 PER REFERENCES 2, 3 AND 4 ROTATED COUNTERCLOCKWISE 00°02'12" TO N45°34'53"E TO CONFORM WITH THE TOPOGRAPHIC SURVEY BY INFORMED LAND SURVEY, LLC FOR PREFERRED ENGINEERING, LLC, SIGNED ON 11/17/2005, UNDER JOB NO. AUBURN 050728.

LEGEND

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- ⊕ FOUND MONUMENT AS NOTED
- ⊕ SET STANDARD CITY OF AUBURN MONUMENT WITH BRASS DISK STAMPED "DRS 37555" IN MONUMENT CASE.
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- H— HOG WIRE FENCE



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JOB NO. 12071

SHEET 5 OF 7



MOUNTAIN VIEW NORTH

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 14,
TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., CITY OF AUBURN, KING COUNTY, WASHINGTON

EASEMENT KEY

- (A) 10 FOOT PUBLIC UTILITY EASEMENT
SEE PUBLIC EASEMENT PROVISION
1, SHEET 2.
- (B) 10 FOOT PRIVATE STORM DRAINAGE
EASEMENT SEE
NOTES/RESTRICTIONS NO. 5, SHEET
2.
- (C) 10 FOOT PRIVATE STORM DRAINAGE
EASEMENT SEE
NOTES/RESTRICTIONS NO. 6, SHEET
2.
- (D) 10 FOOT PRIVATE STORM DRAINAGE
EASEMENT SEE
NOTES/RESTRICTIONS NO. 7, SHEET
2.
- (E) 10 FOOT PRIVATE STORM DRAINAGE
EASEMENT SEE
NOTES/RESTRICTIONS NO. 8, SHEET
2.
- (F) 10 FOOT PRIVATE STORM DRAINAGE
EASEMENT SEE
NOTES/RESTRICTIONS NO. 9, SHEET
2.
- (G) 10 FOOT PRIVATE STORM DRAINAGE
EASEMENT SEE
NOTES/RESTRICTIONS NO. 10, SHEET
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- (I) 10 FOOT PRIVATE STORM DRAINAGE
EASEMENT SEE
NOTES/RESTRICTIONS NO. 12, SHEET
2.
- (J) PRIVATE WALL AND STORM
DRAINAGE EASEMENT SEE
NOTES/RESTRICTIONS NO. 13, SHEET
2.
- (K) PRIVATE WALL AND STORM
DRAINAGE EASEMENT SEE
NOTES/RESTRICTIONS NO. 14, SHEET
2.
- (L) PRIVATE WALL AND STORM
DRAINAGE EASEMENT SEE
NOTES/RESTRICTIONS NO. 15, SHEET
2.
- (M) 15 FOOT CITY OF AUBURN
SANITARY SEWER EASEMENT SEE
CITY OF AUBURN PUBLIC
EASEMENT PROVISION SHEET 2.
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EASEMENT TO LAKEHAVEN UTILITY
DISTRICT SEE LAKEHAVEN UTILITY
DISTRICT EASEMENT PROVISION
SHEET 2.

SEE SHEET 5 FOR CONTINUATION

SEE SHEET 7 FOR CONTINUATION

FOUND 2.5" BRASS DISK WITH PUNCH AT
SURFACE, STAMPED "CITY OF AUBURN
PUBLIC WORK, PLS 22054,
S 11, RESET 2008"
S 14

3
KING COUNTY SHORT PLAT
NO. 479050
REC. NO. 8106080622

FOUND 1/2" REBAR AND
YELLOW PLASTIC CAP
STAMPED "LS 10708",
0.7' S. OF PROP.
CORNER.

TRACT A
48569± S.F.
SENSITIVE AREA TRACT
SEE SENSITIVE AREA
TRACT AND EASEMENT
NOTE ON SHEET 2 AND
TRACT NOTES NO. 1
SHEET 3

TRACT B
2429± S.F.
PRIVATE ACCESS AND
UTILITIES SEE TRACT
NOTE NO. 2, SHEET 3

LINE	BEARING	DISTANCE
L1	N50°25'15"W	19.98'
L2	N50°25'15"W	21.79'
L3	N88°36'07"W	65.00'
L4	N88°36'07"W	3.00'
L5	N88°36'07"W	62.00'
L6	N88°36'07"W	65.00'
L7	N61°36'11"W	64.21'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	45.00'	25°47'10"	20.25'
C2	64.50'	38°10'52"	42.98'
C3	44.50'	38°10'52"	29.65'
C4	45.00'	2°51'18"	2.24'

**NORTH**

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

BASIS OF BEARINGS

N45°37'05"E BETWEEN THE MONUMENTS FOUND IN
PLACE AT THE WEST QUARTER CORNER AND THE
NORTH QUARTER CORNER OF SECTION 14-21-4 PER
REFERENCES 2, 3 AND 4 ROTATED COUNTERCLOCKWISE
00°02'12" TO N45°34'53"E TO CONFORM WITH THE
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LEGEND

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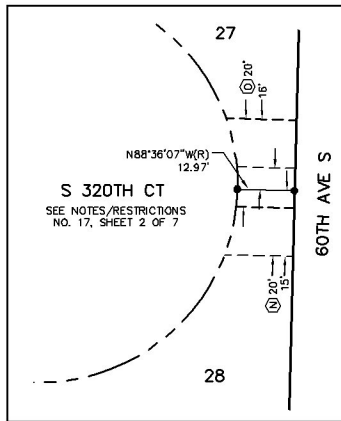
820 - 7th AVENUE KIRKLAND, WA 98033
O 425.827.3063 F 425.827.2423

JOB NO. 12071

SHEET 6 OF 7

MOUNTAIN VIEW NORTH

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 14,
TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., CITY OF AUBURN, KING COUNTY, WASHINGTON



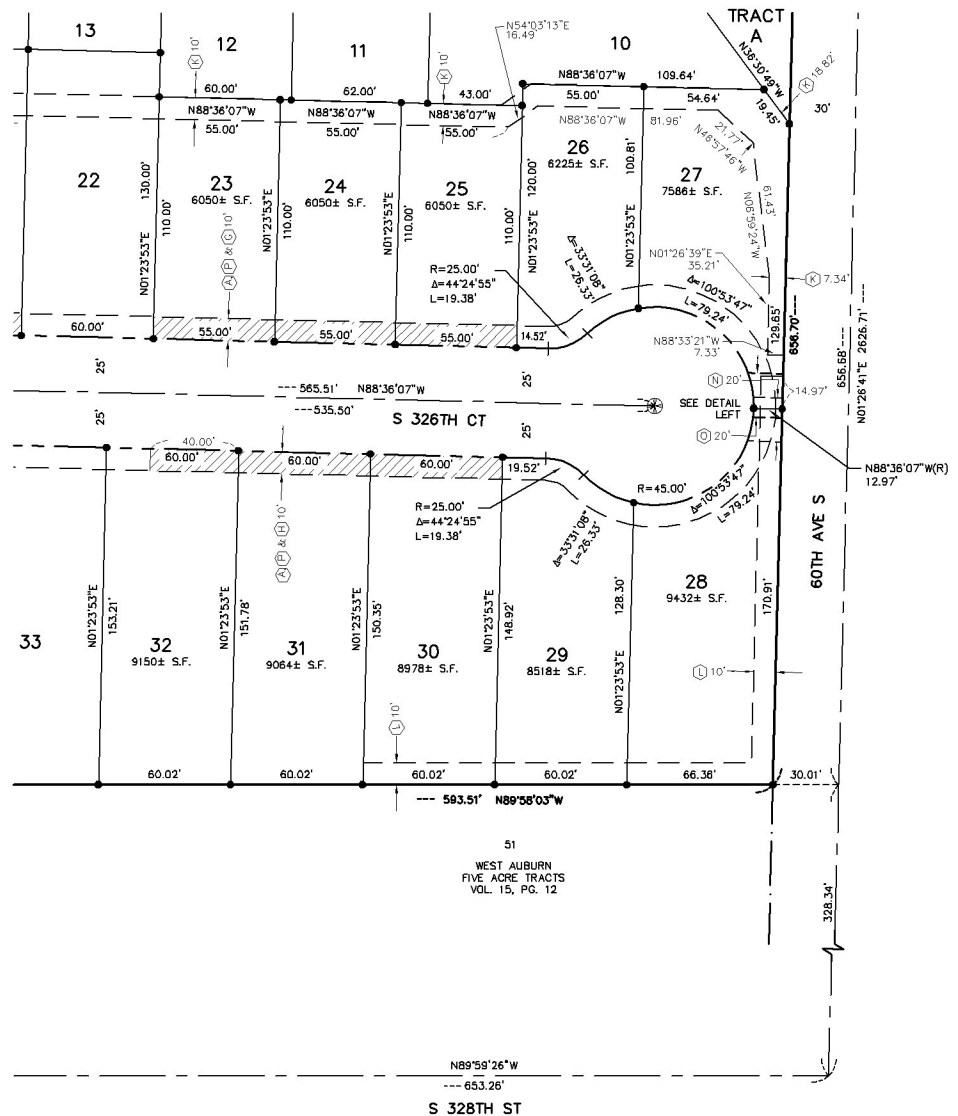
DETAIL 1"=20'

EASEMENT KEY

- (A) 10 FOOT PUBLIC UTILITY EASEMENT
SEE PUBLIC EASEMENT PROVISION
1, SHEET 2.
- (B) 10 FOOT PRIVATE STORM DRAINAGE
EASEMENT SEE
NOTES/RESTRICTIONS NO. 5, SHEET
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EASEMENT SEE
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EASEMENT SEE
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EASEMENT SEE
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DISTRICT SEE LAKEHAVEN UTILITY
DISTRICT EASEMENT PROVISION
SHEET 2.

SEE SHEET 4 FOR CONTINUATION

SEE SHEET 6 FOR CONTINUATION

**NORTH**

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

BASIS OF BEARINGS

N45°37'05\"/>

LEGEND

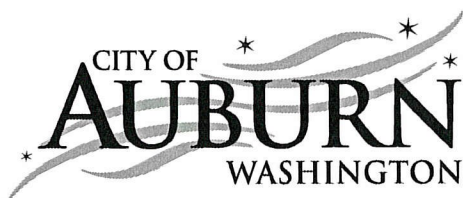
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O 425.827.3063 F 425.827.2423
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SHEET 7 OF 7



CERTIFICATE OF IMPROVEMENTS

FINAL PLAT APPLICATION FAC07-0005

COMPLETION OF IMPROVEMENTS

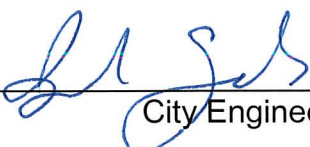
The required improvements for the Final Plat of _____ have been completed in accordance with the Land Division Ordinance and the City of Auburn's standards and specifications.

City Engineer

Date

SECURITY IN LIEU OF COMPLETION

In lieu of the required public improvements for the Final Plat of:
MOUNTAIN VIEW NORTH (aka Mountain View Estates), an approved security Plat Security Bond for **\$127,655.60** (150% of the estimated costs of improvements) has been submitted and approved by the City Engineer.



City Engineer

3/18/2015

Date

1. The developer has provided references and demonstrated a minimum of 3 years successful, non-defaulted plat development experience in the Puget Sound region.
2. The bond/security is based on the following costs:

PHASE 1:

Final Lift of Asphalt	\$ 87,305.60
Raising Utilities to Grade	\$ 28,875.00
Survey Monuments Installation	\$ 3,150.00
Striping and Channelization	\$ 8,325.00
TOTAL	\$127,655.60

cc: File: FAC07-0005
 Thaniel Gouk, Senior Planner:
 Stephannie Karlsson, Henley USA LLC
 Luke Thornton, Novastar Development, Inc.

BEFORE THE HEARING EXAMINER FOR THE CITY OF AUBURN

Phil Olbrechts, Hearing Examiner

RE: Prius Triland LLC Preliminary Plat PLT10-0008	FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDATION.
---	---

INTRODUCTION

The Applicant has proposed to subdivide 9.06 acres into 37 single-family residential lots. Two deviation requests are also included in the application as they pertain to 58th Ave. S., an external access road. One deviation is to allow an increase in maximum road grade from 8% to 8.7% for the portion of 58th Ave. S. that connects the two internal roads of the subdivision. The other deviation is to allow a slight increase in grade above the maximum 5% allowed for the landings at the intersections of the internal plat roads with 58th Ave. S. The Examiner approves the preliminary plat. The deviations are deferred for further engineering review and approval, since as discussed in Finding of Fact No. 4 the record contains incomplete and inconsistent information on the burdens of project compliance grade requirements.

ORAL TESTIMONY

Elizabeth Chamberlain, Auburn Planning Manager, summarized the staff report. She noted that the Mountain View plat was approved for 30 lots in 2006 and the Applicant is seeking an additional 7 lots. There is a modification for requested for an 8.7% grade because the project will be using existing roadway and having to comply with the 8.0% grade would involve massive grading. The modification is only for 58th Ave. S. She incorporated by reference her Stipp's comments on the neighborhood street plan. There is a sensitive area on the plat that is within a native growth protection easement. It is the beginning of the ravine mentioned by Mr. Kitzes in the Stipps hearing. The larger lots are located to the north end of the project for consistency with adjoining properties. The storm drainage will be conveyed to the detention ponds on the Stipp's project.

In response to Examiner questions, Ms. Chamberlain confirmed that the City Engineer concurs with the requested modifications. She noted that under the 2006 application the grade standard was 6% and that a modification had been approved for that. The proposed grade has not changed since the 2006 application. The traffic division had not found any adverse impacts associated with the requested grade modification.

{PAO757324.DOC;1\00083.900000\ }

1 Mr. Kitzes requested that the third recommended condition should be stricken
2 because there's no stormwater tract on the project. Mr. Kitzes also requested to add a
condition that requires the addition of a temporary construction gate across 58th
avenue.

3 In response to Examiner questions, Mr. Kitzes stated that if he had to comply with the
4 road grade he would lose two or three lots. He noted that the natural grading at the
5 modification site is 12-15% and that building down to 6% would quickly get you to
6 nine feet below grade. This would lead to having to rebuild all the roads and access
7 points. You would also have nine feet retaining walls. He noted that the grade
modification is only requested for that portion of 58th between the two access roads
of the subdivision.

8 Ms. Chamberlain stated staff has no opposition to the condition proposed by
9 Mr. Kitzes.

10 Mr. Jones, Ms. Lanmport and Ms. Wold stated that they wished to incorporate their
11 Stipp's hearing comments into the Mt. View hearing.

12 EXHIBITS

13 The exhibits listed at pages 9-10 of the March 24, 2011 staff report are all admitted
14 into evidence. In addition, an exhibit 16 was as admitted during the hearing that is
an additional condition of approval proposed by Mr. Kitzes.

15 FINDINGS OF FACT

16 Procedural:

- 17 1. Applicant. Prius Triland LLC.
- 18 2. Hearing. The Hearing Examiner conducted a hearing on the application at
19 5:30 p.m. at Auburn City Hall in the Council Chambers on March 30, 2011.

20 Substantive:

- 21 3. Site/Proposal Description. The Applicant has proposed to subdivide 9.06
22 acres into 37 single-family residential lots. This project received preliminary plat
23 approval in 2006 for 30 single family lots. The City of Auburn updated its zoning
24 code in June 2009 to density based zoning, which now permits additional lots in the
25 R-5 zoning district. The road network and general lot layout will remain the same as
the original preliminary plat. The only significant development standards that have
changed since the 2006 approval is the increase in density and an increase in
permitted road grade for nonarterials from 6% to 8%. The City also adopted a
neighborhood street plan, where it made a conscious decision to not extend 58th St. as
a through street due its passage through City cemetery property.

{PAO757324.DOC;I\00083.900000\ }

1 Storm drainage for the project is being addressed in a combined storm pond with Mt.
2 View Estates and will be located within the Stipp's Meadow project. Stipp's
3 Meadow is another preliminary plat proposed by the Applicant, located a block from
Stipp's Meadow and undergoing concurrent review.

4 4. Deviation Requests. Mt. View involves two requests for deviation. In one
5 deviation request, the Applicant requests a deviation to Section 10.02.4 of Auburn's
6 Design Standards, which generally limits road grade to 8%. The Applicant proposes
an 8.7% grade for the portion of 58th Ave. S. that connects the internal roads of the
Mt. View subdivision.

7 The Applicant also requests a deviation to the Section 10.02.4 requirement that the
8 grade at intersection landings be limited to 5%. According to the staff report, the
9 Applicant requests a "slightly" higher grade at the intersections of the internal
subdivision roads with 58th Ave. S.

10 The burden on the property owner in having to comply with the grade requirements
11 is unclear. In his testimony on the subject, Mr. Kitze assumed that complying with
12 the grade requirements would involve a reduction in the existing grade of 12-15% to
6% for the overall stretch of 58th and 5% for the intersection landings. The actual
13 grade requirement is 8%¹ and the existing grade, according to the staff report at page
14 7, is 8.7% and "slightly above" 5% at the landings. As a consequence, conforming to
existing grade requirements apparently only requires a reduction in grade of less than
one percent.

15 The City Engineer concurs in both deviation requests.

16 5. Characteristics of the Area. Single-family homes are located to the north,
17 west and east on R-5 zoned property. City cemetery property is located to the south
18 and southwest. There are unique circumstances associated with the project due to its
proximity to the City's cemetery, which limits the development of the street grid and
19 reduces the potential for future utility connections.

20 6. Adverse Impacts. There are no adverse impacts that have been identified
21 in association with the proposal. Concerns raised by citizens are primarily addressed
22 in the analysis of adequacy of infrastructure below. One citizen comment not
associated with infrastructure is a comment from Mr. Jones in Ex. 8 that the lots in
23 the project are smaller than neighboring lots. There isn't any specific information on
comparative lot size in the record except for the plat map (sheet C-1), which shows

24 _____
25 ¹ Section 10.02.4 imposes an 6% grade maximum for arterials and 8% for other
classes of roads. Page 8 of the staff report provides that 58th Ave. S. will be
constructed to local residential street standards, which presumably means that 58th
Ave. S. will be classified as a local residential street and not an arterial.

{PA0757324.DOC;1\00083.900000\}

1 that the proposed lots are smaller than those located on the other side of 58th Ave.S.
2 At any rate, the City's zoning regulations dictate what lot sizes are acceptable in the
3 area and they authorize the densities proposed by the Applicant. In the absence of
4 clear and precise design standards, placing restrictions on a project solely due to
5 aesthetic impacts can only be legally defensible if impacts are so severe that no two
6 persons could reasonably disagree that they are a problem. *Cf. Anderson v. Issaquah*,
7 70 Wn. App. 64 (1993). There is nothing in the record to remotely suggest that the
8 aesthetic impacts of the comparatively smaller lot sizes reaches this level.

9 Mr. Jones also mentioned an "agreement" that had been reached with area residents
10 on the maximum lot size for the Stipp's and Mt.View projects. It appears that the
11 "agreement" may have been some sort of mutual understanding or assurance made by
12 the City that greater density would not be allowed during the 2006 hearings. Given
13 that all parties probably understood that the 2006 applications were to be the last
14 ruling on density, it is difficult to understand how or why any assurances would be
15 made on future density for the projects. Beyond this, the Examiner could not legally
16 enforce any such agreement. The Examiner is bound to follow the codes of the city
17 and has no authority to impose requirements from other sources, such as implied or
18 express promises. *See, Chaussee v. Snohomish County Council*, 38 Wn. App. 630
19 (1984)(examiners have no authority to enforce promissory estoppel).

20 7. Adequacy of Infrastructure. It is important to recognize that, except for
21 the addition of seven lots, the plat design and corresponding infrastructure
22 requirements have not significantly changed since the prior approval of the project in
23 2006. At the same time, applicable regulations, except as otherwise noted in this
24 decision, have not changed. Under these circumstances the 2006 approval supports
25 findings of adequacy in this application. Specific issues on infrastructure are
addressed below:

26 A. Road Design. Mr. Jones testified that the roads that serve the project are
27 too narrow, don't have shoulders and have limited site distance. He didn't provide
28 any more specific information. All frontage improvements and internal road
29 improvements satisfy City code requirements. A traffic study was also done assessing
30 any need for off-site traffic improvements under City code (Ex. 13) under the 2006
31 application and it was found that the traffic generated by the Stipp's and Mt. View
32 projects combined does not trigger any off-site improvements under the City's adopted
33 level of service standards. Further, it was determined in that traffic study that traffic
34 volumes will remain within adopted level of service standards. Staff reviewed the
35 traffic report in light of the traffic generated by the additional seven lots of this project
36 and determined that the conclusions of the report still apply. The project complies
37 with all applicable City of Auburn road standards.

38 Mr. Jones also had concerns about the intersection of West Valley Freeway
39 with W. Main Street and W. 15th St. Ms. Chamberlain noted that the project would
40 only add four trips to these intersections, which wouldn't trigger any level of service
41 improvement requirements under City regulations. Further, Ms. Chamberlain noted

{PA0757324.DOC;1\00083.900000\}

1 that improvements were planned for these intersections this summer. The project does
2 not necessitate any improvements to the West Valley Freeway intersections.

3 Even if the project is consistent with the City's level of service standards, the
4 more general adequacy standards of the City's subdivision standards can be used to
5 require the Applicant to correct safety problems, so long as the City satisfies the
6 burden of proving that the repairs are necessitated by the project and proportional to
7 the impacts of the development. *See Burton v. Clark County*, 91 Wn. App. 505, 516-
8 17 (1998) (government has the burden of proof in establishing nexus/proportionality
9 for development exactions). In this case City staff, with expertise on road design and
10 safety, found no safety problems except for a potential site distance issue at the project
11 site that will be corrected during civil review. Mr. Jones provided no evidence that the
12 road design presented a safety problem. The preponderance of evidence, with the
13 burden on the Applicant, establishes that there are no traffic safety issues associated
14 with the project. The record also does not satisfy the City's burden of supporting any
15 requirement for further traffic exactions.

16 *B. Emergency Access.* Mr. Jones and others at the hearing were concerned
17 about the absence of a second emergency access point through 58th Street. This issue
18 was more of a concern for the Mt. View project because Stipp's fronts on 56th Avenue,
19 which has multiple emergency access points. As noted by staff and the Applicant,
20 City standards don't require a second access because the Stipp's and Mt. View projects
21 don't have the requisite number of lots to trigger that requirement. The adequacy of
22 these standards is confirmed by the fact that the Valley Regional Fire Authority
23 reviewed the Stipp's and Mt. View projects and expressed no concerns over access.
24 Beyond this it appears that there is a second access point provided through a private
25 gate that can be accessed through by a Knox Box. There was conflicting evidence on
whether a pond would prevent emergency vehicles from accessing the Knox Box,
however the Applicant gave compelling testimony that he had retained access rights
across a lot he formerly owned ("Tract X") for emergency access to the gate and that
he had worked with the fire department to create this access point. The Applicant
may not have satisfied his burden of proof on this issue, but ultimately, this issue does
not have to be resolved since a second emergency access point is not necessary for the
Stipp's and Mt. View projects.

19 In a related concern, Mr. Jones also believes that 58th St. should be made a
20 through street. As noted by Ms. Chamberlain, the City Council made a conscious
21 decision in its recently adopted neighborhood street plan to not extend 58th extended
22 due to the cemetery. The Council's adopted preferences on this issue are conclusive
23 as to measuring the adequacy of the 58th street integration into the City's street grid
24 system.

25 *C. Drainage.* Mr. Jones also expressed concerns with drainage problems in
the area. As previously noted, the projects cannot be required to mitigate problems
unless they actually cause the problem. Mr. Jones references currently existing
problems and does not provide any evidence that the projects will exacerbate them.
The Applicant has already conducted a thorough preliminary drainage analysis for
both the Stipp's and Mt. View projects. Staff have found that the proposed drainage
plan complies with the 2009 Auburn Surface Water Management Manual, which

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prohibits any increase in any off-site stormwater run-off or any change in the off-site flow patterns. As proposed, the project has adequate drainage facilities.

D. Sewer. Sewer will be provided by the City of Auburn.

E. Water. Water will be provided by the Lakehaven Utility District, who has issued a certificate of water availability for the project. See Ex. 9.

F. Sidewalks. Sidewalks will be provided for the internal roads and along the street frontage of S. 328th St. There are no connecting sidewalks in the vicinity. Children will be bussed to school.

G. Schools. School impact fees are assessed at the time of building permit issuance to pay for school facilities. Since school impact fees are used to fund adopted level of service standards, it is presumed in the absence of further evidence that the impact fees assure adequate school facilities.

H. Parks. Park impact fees are assessed at the time of building permit issuance to pay for park facilities. Since park impact fees are used to fund adopted level of service standards, it is presumed in the absence of further evidence that the impact fees assure adequate park facilities.

CONCLUSIONS OF LAW

Procedural:

1. Authority of Hearing Examiner. ACC 17.10.050 grants the Hearing Examiner with the authority to issue final decisions on preliminary plat applications. ACC 17.18.010 grants the Hearing Examiner with the authority to approve deviations to the City's design standards. However, Section 10.02.040 of the City of Auburn Design Standards provides that the City Engineer shall approve deviations to grade requirements. It is unclear which regulation (ACC 17.18.010 or Section 10.02.040) was adopted the latest, as the most recent of the two may supersede the other. Since the Examiner and the City Engineer concur in approval of the grade deviation, the Examiner will rule upon the grade modification "just in case" it is later determined that the Examiner has sole jurisdiction on grade deviations. However, should a grade deviation come up again, staff should investigate which provision controls and provide information to support its interpretation.

Substantive:

2. Zoning Designation. The property is zoned Single Family Residential District, R-5. The Auburn Comprehensive Plan designation for the property is Single Family Residential.

3. Review Criteria and Application. The criteria for preliminary plat applications are governed by ACC17.10.070. The criteria for deviations are governed by ACC 17.18.030. The criteria for preliminary plat and deviation approval are satisfied as outlined below where each criterion is quoted in italics and applied through corresponding Conclusions of Law.

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1 **ACC 17.10.070:** *Preliminary plats shall only be approved if findings of fact are*
2 *drawn to support the following:*

3 **ACC 17.10.070(A):** *Adequate provisions are made for the public health, safety and*
4 *general welfare and for open spaces, drainage ways, streets, alleys other public ways,*
5 *water supplies, sanitary wastes, parks, play grounds and sites for schools and school*
6 *grounds.*

7 4. As discussed in the Findings of Fact, adequate infrastructure serves the
8 project while at the same time the project creates no significant adverse impact. The
9 project's higher densities also accommodate urban growth and thereby further the
10 public policy considerations of the Growth Management Act, Chapter 36.70A RCW.
11 Given all these factors, adequate provision is also made for the public health, safety
12 and general welfare. The criterion is satisfied.

13 **ACC 17.10.070(B):** *Conformance of the proposed subdivision to the general*
14 *purposes of the comprehensive plan*

15 5. As discussed in depth in the staff report for the proposal and incorporated
16 in this conclusion by reference, the purposes of the comprehensive plan have been
17 met by this application.

18 **ACC 17.10.070(C):** *Conformance of the proposed subdivision to the general*
19 *purposes of any other applicable policies or plans which have been adopted by the*
20 *city council*

21 6. The grid system that serves the project is consistent with the neighborhood
22 street plan recently adopted by the City Council, specifically in not making 58th St. a
23 through street in order to avoid conflicts with the cemetery.

24 **ACC 17.10.070(D):** *Conformance of the proposed subdivision to the general*
25 *purposes of this title as enumerated in ACC 17.02.030*

7. As discussed in depth in the staff report for the proposal and incorporated
in this conclusion by reference, the project is in conformance with the general
purposes of Title 17 ACC.

ACC 17.10.070(E): *Conformance of the proposed subdivision to the Auburn zoning*
ordinance and any other applicable planning or engineering standards and
specifications as adopted by the city or as modified and approved as part of a
previously approved PUD

8. As discussed in depth in the staff report for the proposal and incorporated
in this conclusion by reference (including staff's analysis of ACC 17.16), the project
is in conformance with City development standards as required in the criterion quoted
above.

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1 **ACC 17.10.070(F):** *The potential environmental impacts of the proposed subdivision*
2 *are mitigated such that the preliminary plat will not have an unacceptable adverse*
3 *effect upon the quality of the environment*

4 9. The project was issued a SEPA MDNS, which included a mitigation list
5 which has been incorporated into the conditions of approval for this application. The
6 MDNS takes into full consideration any potential adverse impacts on the environment
7 which the project could have and makes a determination on such basis. The project,
8 with conditioned mitigation, will not have unacceptable adverse effects upon the
9 quality of the environment.

10 **ACC 17.10.070(G):** *Adequate provisions are made so the preliminary plat will*
11 *prevent or abate public nuisances*

12 10. No public nuisances are discernable from the record.

13 DEVIATIONS

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

19 11. It is unclear whether there are any unusual circumstances that justify the
20 deviation. Unlike Stepp's Meadow, there is no evidence of an existing improved road
21 that already connects to several driveways. It appears that in this case all that is
22 required is to reduce grade by less than one percent for purposes of improving
23 apparently unimproved right of way. The conditions of approval will require staff to
24 consider whether there is in fact any special circumstances that justify the deviation
25 requests. For guidance, the fact that the grade exceeds 8% is not enough by itself to
constitute a special circumstance. Obviously, if that's all it took the criterion would
be satisfied for every deviation request and it would have no effect whatsoever.

ACC 17.18.030(B): *That because of such special circumstances the development of*
the property in strict conformity with the provision of this title will not allow a
reasonable and harmonious use of the property.

12. There is nothing in the record that describes the hardship that the
Applicant will bear if required to comply with applicable the 8% general and 5%
landing grade requirements. Staff will have to consider whether the hardship

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involved in what appears to be a nominal² reduction in grade deprives the Applicant of reasonable and harmonious use.

ACC 17.18.030(C): *That the modification if granted will not alter the character of the neighborhood or be detrimental to surrounding properties in which the property is located*

13. The grades on 328th and presumably along other portions of 58th Ave. S. exceed 8%. The grades requested by the Applicant do not differ from the other street grades in the vicinity. The criterion is satisfied.

ACC 17.18.030(D): *Such modification will not be materially detrimental to the implementation of the policies and objectives of the comprehensive land use circulation and utility plans of the city*

14. There is nothing in the record to suggest that the requested deviations will adversely impact the implementation of the comprehensive and utility plans of the City.

ACC 17.18.030(E): *Literal interpretation of the provisions of this title would deprive the Applicant of rights commonly enjoyed by other properties in the same zoning district.*

15. As previously discussed, the deviations will enable the Applicant to build within grades that are comparable to other streets and street portions in the vicinity. The criterion is satisfied.

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

16. The approvals of the modifications are consistent with the purpose of the subdivision code as detailed in ACC 17.02.030 because they provide for adequate infrastructure while not materially compromising on safety or public convenience.

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

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

² The grade differential is characterized as "nominal" based upon the statement in page 7 of the staff report that provides that the overall grade is 8.7% and the landing grade is "slightly" above the required 5%.

DECISION

The deviation requests are remanded to the City Engineer to determine whether the requests are consistent with the criteria discussed in Conclusion of Law No. 11 and 12. Reference is also made to Finding of Fact No. 4, which provide further explanation on the need for remand. The City Engineer shall issue a final decision on whether to approve the deviations

The preliminary plat application is approved subject to the following conditions:

1. Mitigation measures outlined in the Mitigated Determination of Non-Significance issued July 10, 2006 shall be completed prior to final plat approval.

2. On-site drainage flows from the proposed plat of Mt. View Estates shall be directed to the proposed on-site storm drainage facility to be constructed as part of the Stipp's Meadow project. If the Stipp's Meadow Preliminary Plat is never constructed then an alternate storm drainage design is required for the plat of Mountain View Estates

3. Prior to construction, the developer will install a temporary construction gate across 58th Ave. S. The gate is for the use by the existing residence only. No construction traffic is allowed to the north of said gate. The location of the gate and the duration of its placement shall be set by City staff.

4. The Applicant shall provide sewer stubs to the parcels adjacent to all sewer main extensions.

5. Proposed Conditions, Covenants, and Restrictions (CC&Rs) for the future Homeowners' Association shall be submitted for review and approval by the City prior to final plat approval.

6. All tracts not dedicate to the City of Auburn shall be maintained by the future Homeowners' Association.

7. Half street improvements shall be required for 58th Avenue South in accordance with City Design and Construction Standards.

8. The plat modification related to the intersection land grade where the new cul-de-sac roads connect into 58th Avenue south are approved subject to the ADA ramps meeting the City and ADA standards.

9. In the event that the Stipp's Meadow plat does not proceed at the same time as the Mt. View Estates plat, Mt. View Estates plat will be required to pave the intersection of South 328th Street and 58th Avenue South to provide an asphalt surface for two-way travel in all directions.

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10. The pipe stem lots (Lots 4, 5, 10, 11, 27, and 28) are required to have a shared access/driveway to the public street. A cross access, ingress, and egress easements between the lots that share the access point shall be recorded and the recording number placed on the final plat.

11. The Applicant shall provide the necessary geotechnical analysis as part of the civil plan review to support the low impact development techniques proposed for the storm drainage facilities. The Applicant must demonstrate that the soil conditions on-site are appropriate and that adequate freeboard exists between the proposed on-site storm drainage facilities and the high groundwater elevation.

12. The existing secondary access gate across South 322nd Place shall be installed with a Rapid Access Electric Key Switch (Knox) and the system acceptable to the Valley Regional Fire Authority.

13. The Applicant shall work with the Valley Regional Fire Authority on installation of a gate system at the north boundary of the project to prevent vehicular access north along 58th Avenue South. The access gate shall be installed with a Rapid Access Electric Key Switch (Knox).

14. Prior to final acceptance of the public improvements, the proposed access tract shall be signed and marked "Fire Lane" in accordance with ACC 10.36.175.

15. The final plat shall include a note that states no direct residential access to 58th Avenue South is permitted.

16. Prior to final plat approval, all existing septic tanks shall be abandoned per the King County Health Department requirements and copies of the approved abandonment papers from the Health Department shall be provided to the City prior to commencement of site grading

17. Proposed Conditions, Covenants and Restrictions (CC&Rs) for the future Homeowners' Association shall be submitted for review and approval by the City prior to final plat approval. This document shall specify the financial means of maintenance of all common open spaces.

18. All tracts not dedicated to the City of Auburn shall be maintained by the future Homeowners' Association.

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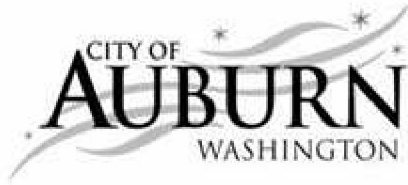
19. The Applicant shall provide sewer stubs to adjacent parcels.

Dated this 11th day of April 2011.



Phil Olbrechts
City of Auburn Hearing Examiner

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5135

Date:

March 17, 2015

Department:

CD & PW

Attachments:

[Res 5135](#)

[Interlocal Agreement Among the Cities of
Auburn and Bonney Lake for Revision of
Water District Boundaries](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5135.

Background Summary:

The City is updating the comprehensive water system plan. As part of the update, Pierce County requested a revision to the service area boundary with Bonney Lake to match existing parcel lines. The original boundary was established before part of the Lakeland Hills area was platted, and followed quarter section lines. The proposed boundary line follows parcel lines. Service to individual parcels will not change with the boundary line adjustment.

Resolution No. 5135 authorizes the Mayor to execute interlocal agreement for revision of water service area boundary.

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

Snyder

Meeting Date: April 6, 2015

Item Number: RES.A

RESOLUTION NO. 5 1 3 5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE A WATER SERVICE AREA BOUNDARY LINE
AGREEMENT BETWEEN THE CITY OF AUBURN AND THE
CITY OF BONNEY LAKE

WHEREAS, the City of Auburn and the City of Bonney Lake (the Cities) each own and operate public water systems, are purveyors of potable water, and provide water services within the boundaries of the Cities' respective water service areas; and,

WHEREAS, the City of Auburn is presently revising and updating its six-year comprehensive water plan, and

WHEREAS, the Cities' respective water services areas adjoin and abut one another in the "Lakeland Hills South" area of Pierce County, where the Cities' water service areas are demarcated by an border or boundary line identified and described in service area agreement dated December 10, 1998 (approved by and appended to COA Res. No. 3018) ("Service Area Agreement"); and

WHEREAS, the Cities mutually desire to revise and adjust the border line separating their respective water service areas, presently described in Service Area Agreement, as amended by the February 14, 2005 addendum to the March 1998 Settlement.

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

Section 1. The Mayor is hereby authorized to execute a Water Service Area Boundary Line Agreement between the City of Auburn and the City of Bonney Lake,

which agreement shall be in substantial conformity with the agreement attached hereto as "Exhibit A" and incorporated herein by this reference.

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

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

Dated and signed this _____ day of _____, 2015.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:


Daniel B. Heid, City Attorney

RESOLUTION NO. 5135

EXHIBIT A

**INTERLOCAL AGREEMENT AMONG THE CITIES OF AUBURN AND BONNEY
LAKE FOR REVISION OF WATER DISTRICT BOUNDARIES**

**INTERLOCAL AGREEMENT AMONG THE CITIES OF AUBURN AND BONNEY LAKE
FOR REVISION OF WATER DISTRICT BOUNDARIES**

THIS INTERLOCAL AGREEMENT is made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the _____ day of _____, 2015, by and among the CITY OF AUBURN ("COA") and the CITY OF BONNEY LAKE, municipal corporations of the State of Washington (collectively, the "Cities").

RECITALS:

1. **WHEREAS**, the Cities each own and operate public water systems pursuant to Chapter 70.119 RCW, are purveyors of potable water, and provide water services within the boundaries of the Cities' respective water service areas; and,

2. **WHEREAS**, the City of Auburn is presently revising and updating its six-year comprehensive water plan, as required by the state Department of Health pursuant to RCW 70.116 and WAC 246-290-100; and

3. **WHEREAS**, the Cities' respective water services areas adjoin and abut one another in the "Lakeland Hills South" area of Pierce County, where the Cities' water service areas are demarcated by an border or boundary line identified and described in service area agreement dated December 10, 1998 (approved by and appended to COA Res. No. 3018) ("Service Area Agreement"); and

4. **WHEREAS**, Cities' respective water rights and obligations had been the subject of litigation which was resolved amicably pursuant to settlement agreement between the Cities dated March 5, 1998 (approved by and appended to COA Res. No. 2925) (the "March 1998 Settlement Agreement"), the terms and conditions of which continue to apply to the Cities and shall be interpreted consistently with the change in boundary lines agreed upon herein; and

5. **WHEREAS**, on February 14, 2005, the Cities executed an addendum to the March 1998 Settlement Agreement, to revise the boundary relating to one tax parcel, which does not otherwise affect the March 1998 Settlement Agreement; and

6. **WHEREAS**, the Cities mutually desire to revise and adjust the border line separating their respective water service areas, presently described in Service Area Agreement, as amended by the February 14, 2005 addendum to the March 1998 Settlement Agreement.

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, **THE CITIES DO HEREBY AGREE** as follows:

1. The boundary line between and separating the Cities' respective water service areas, previously established and described in Service Area Agreement, as amended by the

February 14, 2005 addendum to the March 1998 Settlement Agreement, is hereby revised and adjusted pursuant to the legal descriptions and surveyor's map attached hereto as Exhibit "A" and Exhibit "B", respectively; and

2. This revision of water service area boundary lines shall be effective immediately.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AUBURN

CITY OF BONNEY LAKE

Nancy Backus, Mayor Date

Neil Johnson, Mayor Date

Attest:

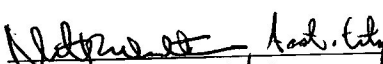
Attest:

City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

 ⁴⁻¹⁻¹⁵
Daniel B. Heid, City Attorney Date

Kathleen Haggard, City Attorney Date

Exhibit "A"

Legal Description for Water Service Area

Legal description for the updated Auburn/Bonney Lake Water Service Areas of Section 6, Township 20 North, Range 5 East, W.M., in Pierce County, Washington to supersede and replace the description contained in Service Area Agreement dated December 10, 1998 (City of Auburn Resolution 3018);

A Line described as the border between the City of Auburn and Bonney Lake Water Service Areas more fully described as follows (using basis of bearings of Record of Survey recorded under Auditor's File Number 200102265002 and plat of Verona recorded under Auditor's File Number 200310145002 records of Pierce County):

Beginning at the South Quarter Corner of said Section 6, thence N 11°23'51" E a distance of 706.18 feet to the south line of Lot 4 of City of Auburn Short Plat SPL01-0007 recorded under Auditor's File Number 200211145001 records of said county;

Thence S 71°21'43" E along said south line a distance of 290.27 feet to the beginning of a curve to the left having a radius of 1940.00 feet;

Thence southeasterly 284.29 feet along said curve through a central angle of 08°23'46";

Thence S 83°10'43" E along said south line a distance of 73.72 feet to the beginning of a curve to the left having a radius of 1937.00 feet;

Thence easterly 463.31 feet along said curve feet through a central angle of 13°42'17" to the most southeasterly corner of said Lot 4;

Thence N 20°03'29" W along the east line of said Lot 4 a distance of 26.26 feet to the most southerly corner of Lot 62 of the plat of Verona recorded under Auditor's File Number 200310145002, records of said county;

Thence northwesterly and northerly along the southwesterly line of said plat of Verona the following courses and distances:

- N 81°07'30" W a distance of 359.40 feet;
- N 69°56'06" W a distance of 202.35 feet;
- N 67°01'04" W a distance of 214.84 feet;
- N 54°28'29" W a distance of 68.34 feet;
- N 06°34'57" E a distance of 144.08 feet;
- N 00°41'55" E a distance of 125.75 feet;
- N 27°10'17" W a distance of 85.46 feet;
- N 37°27'03" W a distance of 91.12 feet;
- N 52°37'34" W a distance of 191.60 feet;
- N 61°56'46" W a distance of 51.06 feet;
- N 77°45'32" W a distance of 89.47 feet;
- S 87°24'50" W a distance of 96.39 feet;

S 75°52'22" W a distance of 123.67 feet;
S 66°03'17" W a distance of 126.14 feet;
N 70°27'52" W a distance of 122.25 feet;
N 35°32'56" W a distance of 149.01 feet;
N 14°48'47" W a distance of 67.81 feet;
N 24°51'43" W a distance of 82.36 feet;
N 09°22'10" W a distance of 313.13 feet;
N 06°04'45" W a distance of 184.91 feet;
N 12°13'20" W a distance of 198.22 feet;
N 00°12'03" W a distance of 186.02 feet to the southwest corner of Lot 33 of Verona Division 2 recorded under Auditors File Number 200502175007, records of said county;

Thence along the westerly line of said plat of Verona Division 2 the following courses and distances:

N 00°12'03" W a distance of 76.43 feet;
N 11°19'16" E a distance of 94.45 feet;
N 34°03'49" E a distance of 361.98 feet;
N 15°33'17" E a distance of 93.08 feet;
N 00°29'31" E a distance of 443.26 feet;
N 03°22'34" W a distance of 148.01 feet;
N 34°01'25" E a distance of 159.32 feet;
N 49°38'41" E a distance of 74.88 feet;
N 40°40'05" E a distance of 51.82 feet;
N 32°41'03" E a distance of 101.58 feet;
N 38°36'53" E a distance of 82.95 feet;
N 27°59'38" E a distance of 62.43 feet;
N 26°06'34" E a distance of 277.03 feet;
N 73°07'14" E a distance of 30.00 feet;
S 58°56'19" E a distance of 45.00 feet;
N 49°08'11" E a distance of 99.74 feet to the most northerly corner of Tract A of said plat of Verona Division 2 and the southerly margin of Panorama Drive SE as described in Warranty Deed recorded under Auditor's File Number 200105040368, said corner being at a point of non-tangent curve to the left having a radius of 454.00 feet (the radius center bears N61°35'41"E);

Thence southeasterly 311.66 feet along said curve and said southerly margin through a central angle of 39°19'56";

Thence continuing along said southerly margin S 67°44'15" E a distance of 23.06 feet to the beginning of a curve to the right having a radius of 25.00 feet;

Thence southeasterly and southerly 37.96 feet along said curve through a central angle of 86°59'27", an arc length of 37.96 feet to the westerly margin of Evergreen Way SE as described in Warranty Deed recorded under Auditor's File Number 200105040368 and the beginning of a reverse curve to the left having a radius of 927.50 feet;

Thence southerly 140.60 feet along said curve and said westerly margin through a central angle of 08°41'08", an arc length of 140.60 feet;

Thence S 10°34'04" W along said westerly margin and along the westerly margin of Evergreen Way SE as described in Warranty Deed recorded under Auditor's File Number 200205060960 a distance of 213.01 feet to the beginning of a curve to the left having a radius of 927.50 feet;

Thence southerly 22.17 feet along said curve and said westerly margin through a central angle of 01°22'11" to the westerly extension of the northerly lines of Capri at Lakeland Condominiums Phase 1 recorded under Auditors File Number 200405275001, Phase 2 recorded under Auditors Number 200409205001, and Phase 6 recorded under Auditors File Number 200705155004;

Thence N 78°31'08" E along said westerly extended line a distance of 59.05 feet to the east margin of Evergreen Way SE and the northwest corner of said Capri at Lakeland Condominium Phase 6;

Thence N 78°31'08" E a distance of 515.67 feet along the northerly lines of said Capri at Lakeland, a Condominium Phase 6, Capri at Lakeland, a Condominium Phase 1, and Capri at Lakeland, a Condominium Phase 2 to the westerly line of Heatherwood at Lakeland, a Condominium, Phase 4 recorded under Auditors File Number 200211205003;

Thence along last said westerly line N 11°28'56"W a distance of 154.26 feet to the northwest corner of said Condominium;

Thence N 75°13'36" E a distance of 592.13 feet along the northerly lines of Heatherwood at Lakeland, a Condominium, Phase 4 recorded under Auditors File Number 200211205003, Heatherwood at Lakeland, a Condominium, Phase 2 recorded under Auditors File Number 200106295002 and Heatherwood at Lakeland, a Condominium, Phase 1 recorded under Auditors File Number 200106275001, and the easterly extension of last said northerly line to the easterly right of way of Lakeland Hills Way SE and the southwest corner of Lot 13 of Lakeland Division 1, Phase 3 recorded under Auditors File Number 200004115002;

Thence N 14°46'24"W along last said easterly right of way a distance of 437.57 feet to the beginning of a curve to the left having a radius of 912.00 feet;

Thence northeasterly 234.96 feet along said curve and said easterly right of way through a central angle of 14°45'40" to the beginning of a curve to the right having a radius of 35.00 feet;

Thence northerly and northeasterly 51.64 feet along said curve and said easterly margin through a central angle of 84°32'04" to the southeasterly margin of Evergreen Way SE;

Thence N 55°00'00"E along said southeasterly margin a distance of 208.95 feet;

Thence N 53°05'27"E along said southeasterly margin a distance of 130.40 feet to the most westerly corner of Lot 15 of Lakeland Division 1, Phase 2 recorded under Auditors File Number 200004115003;

Thence continuing N 53°05'27"E along said southeasterly margin of Evergreen Way SE a distance of 19.26 feet to an angle point;

Thence N 55°00'00" E along said southeasterly margin of Evergreen Way SE a distance of 166.23 feet to the beginning of a curve to the left having a radius of 430.00 feet;

Thence northeasterly 283.27 feet along said curve and said southeasterly margin through a central angle of 37°44'40" to the beginning of a compound curve to the left having a radius of 1030.00 feet;

Thence northeasterly 16.98 feet along said curve and said southeasterly margin through a central angle of 00°56'40" to the most northerly northwest corner of Lot 22 of said plat of Lakeland Division 1, Phase 2, and the north line of Section 6, Township 20 North, Range 5 East, W.M.;

Thence along last said north line S 88°34'43"E a distance of 808.02 feet to the northeast corner of Said Section 6 and the terminus of this line description.

The basis of bearings for this description is Record of Survey for Segregation prepared by Apex Engineering dated February 26, 2001 and recorded under Auditors File Number 200102265002, records of Pierce County, Washington.

O:\SURVEY\PROJECTS\ADM430-Water\Bonney Lake Water Service area\Legal Description Water Service Area 01-23-2015.docx

RESOLUTION NO. 5135

EXHIBIT A

**INTERLOCAL AGREEMENT AMONG THE CITIES OF AUBURN AND BONNEY
LAKE FOR REVISION OF WATER DISTRICT BOUNDARIES**

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RECITALS:

1. **WHEREAS**, the Cities each own and operate public water systems pursuant to Chapter 70.119 RCW, are purveyors of potable water, and provide water services within the boundaries of the Cities’ respective water service areas; and,

2. **WHEREAS**, the City of Auburn is presently revising and updating its six-year comprehensive water plan, as required by the state Department of Health pursuant to RCW 70.116 and WAC 246-290-100; and

3. **WHEREAS**, the Cities’ respective water services areas adjoin and abut one another in the “Lakeland Hills South” area of Pierce County, where the Cities’ water service areas are demarcated by an border or boundary line identified and described in service area agreement dated December 10, 1998 (approved by and appended to COA Res. No. 3018) (“Service Area Agreement”); and

4. **WHEREAS**, Cities’ respective water rights and obligations had been the subject of litigation which was resolved amicably pursuant to settlement agreement between the Cities dated March 5, 1998 (approved by and appended to COA Res. No. 2925) (the “March 1998 Settlement Agreement”), the terms and conditions of which continue to apply to the Cities and shall be interpreted consistently with the change in boundary lines agreed upon herein; and

5. **WHEREAS**, on February 14, 2005, the Cities executed an addendum to the March 1998 Settlement Agreement, to revise the boundary relating to one tax parcel, which does not otherwise affect the March 1998 Settlement Agreement; and

6. **WHEREAS**, the Cities mutually desire to revise and adjust the border line separating their respective water service areas, presently described in Service Area Agreement, as amended by the February 14, 2005 addendum to the March 1998 Settlement Agreement.

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, **THE CITIES DO HEREBY AGREE** as follows:

1. The boundary line between and separating the Cities’ respective water service areas, previously established and described in Service Area Agreement, as amended by the

February 14, 2005 addendum to the March 1998 Settlement Agreement, is hereby revised and adjusted pursuant to the legal descriptions and surveyor's map attached hereto as Exhibit "A" and Exhibit "B", respectively; and

2. This revision of water service area boundary lines shall be effective immediately.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AUBURN

CITY OF BONNEY LAKE

Nancy Backus, Mayor Date

Neil Johnson, Mayor Date

Attest:

Attest:

City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

Daniel B. Heid, City Attorney Date

Kathleen Haggard, City Attorney Date

Exhibit "A"

Legal Description for Water Service Area

Legal description for the updated Auburn/Bonney Lake Water Service Areas of Section 6, Township 20 North, Range 5 East, W.M., in Pierce County, Washington to supersede and replace the description contained in Service Area Agreement dated December 10, 1998 (City of Auburn Resolution 3018);

A Line described as the border between the City of Auburn and Bonney Lake Water Service Areas more fully described as follows (using basis of bearings of Record of Survey recorded under Auditor's File Number 200102265002 and plat of Verona recorded under Auditor's File Number 200310145002 records of Pierce County):

Beginning at the South Quarter Corner of said Section 6, thence N 11°23'51" E a distance of 706.18 feet to the south line of Lot 4 of City of Auburn Short Plat SPL01-0007 recorded under Auditor's File Number 200211145001 records of said county;

Thence S 71°21'43" E along said south line a distance of 290.27 feet to the beginning of a curve to the left having a radius of 1940.00 feet;

Thence southeasterly 284.29 feet along said curve through a central angle of 08°23'46";

Thence S 83°10'43" E along said south line a distance of 73.72 feet to the beginning of a curve to the left having a radius of 1937.00 feet;

Thence easterly 463.31 feet along said curve feet through a central angle of 13°42'17" to the most southeasterly corner of said Lot 4;

Thence N 20°03'29" W along the east line of said Lot 4 a distance of 26.26 feet to the most southerly corner of Lot 62 of the plat of Verona recorded under Auditor's File Number 200310145002, records of said county;

Thence northwesterly and northerly along the southwesterly line of said plat of Verona the following courses and distances:

- N 81°07'30" W a distance of 359.40 feet;
- N 69°56'06" W a distance of 202.35 feet;
- N 67°01'04" W a distance of 214.84 feet;
- N 54°28'29" W a distance of 68.34 feet;
- N 06°34'57" E a distance of 144.08 feet;
- N 00°41'55" E a distance of 125.75 feet;
- N 27°10'17" W a distance of 85.46 feet;
- N 37°27'03" W a distance of 91.12 feet;
- N 52°37'34" W a distance of 191.60 feet;
- N 61°56'46" W a distance of 51.06 feet;
- N 77°45'32" W a distance of 89.47 feet;
- S 87°24'50" W a distance of 96.39 feet;

S 75°52'22" W a distance of 123.67 feet;
S 66°03'17" W a distance of 126.14 feet;
N 70°27'52" W a distance of 122.25 feet;
N 35°32'56" W a distance of 149.01 feet;
N 14°48'47" W a distance of 67.81 feet;
N 24°51'43" W a distance of 82.36 feet;
N 09°22'10" W a distance of 313.13 feet;
N 06°04'45" W a distance of 184.91 feet;
N 12°13'20" W a distance of 198.22 feet;
N 00°12'03" W a distance of 186.02 feet to the southwest corner of Lot 33 of Verona Division 2 recorded under Auditors File Number 200502175007, records of said county;

Thence along the westerly line of said plat of Verona Division 2 the following courses and distances:

N 00°12'03" W a distance of 76.43 feet;
N 11°19'16" E a distance of 94.45 feet;
N 34°03'49" E a distance of 361.98 feet;
N 15°33'17" E a distance of 93.08 feet;
N 00°29'31" E a distance of 443.26 feet;
N 03°22'34" W a distance of 148.01 feet;
N 34°01'25" E a distance of 159.32 feet;
N 49°38'41" E a distance of 74.88 feet;
N 40°40'05" E a distance of 51.82 feet;
N 32°41'03" E a distance of 101.58 feet;
N 38°36'53" E a distance of 82.95 feet;
N 27°59'38" E a distance of 62.43 feet;
N 26°06'34" E a distance of 277.03 feet;
N 73°07'14" E a distance of 30.00 feet;
S 58°56'19" E a distance of 45.00 feet;
N 49°08'11" E a distance of 99.74 feet to the most northerly corner of Tract A of said plat of Verona Division 2 and the southerly margin of Panorama Drive SE as described in Warranty Deed recorded under Auditor's File Number 200105040368, said corner being at a point of non-tangent curve to the left having a radius of 454.00 feet (the radius center bears N61°35'41"E);

Thence southeasterly 311.66 feet along said curve and said southerly margin through a central angle of 39°19'56";

Thence continuing along said southerly margin S 67°44'15" E a distance of 23.06 feet to the beginning of a curve to the right having a radius of 25.00 feet;

Thence southeasterly and southerly 37.96 feet along said curve through a central angle of 86°59'27", an arc length of 37.96 feet to the westerly margin of Evergreen Way SE as described in Warranty Deed recorded under Auditor's File Number 200105040368 and the beginning of a reverse curve to the left having a radius of 927.50 feet;

Thence southerly 140.60 feet along said curve and said westerly margin through a central angle of 08°41'08", an arc length of 140.60 feet;

Thence S 10°34'04" W along said westerly margin and along the westerly margin of Evergreen Way SE as described in Warranty Deed recorded under Auditor's File Number 200205060960 a distance of 213.01 feet to the beginning of a curve to the left having a radius of 927.50 feet;

Thence southerly 22.17 feet along said curve and said westerly margin through a central angle of 01°22'11" to the westerly extension of the northerly lines of Capri at Lakeland Condominiums Phase 1 recorded under Auditors File Number 200405275001, Phase 2 recorded under Auditors Number 200409205001, and Phase 6 recorded under Auditors File Number 200705155004;

Thence N 78°31'08" E along said westerly extended line a distance of 59.05 feet to the east margin of Evergreen Way SE and the northwest corner of said Capri at Lakeland Condominium Phase 6;

Thence N 78°31'08" E a distance of 515.67 feet along the northerly lines of said Capri at Lakeland, a Condominium Phase 6, Capri at Lakeland, a Condominium Phase 1, and Capri at Lakeland, a Condominium Phase 2 to the westerly line of Heatherwood at Lakeland, a Condominium, Phase 4 recorded under Auditors File Number 200211205003;

Thence along last said westerly line N 11°28'56"W a distance of 154.26 feet to the northwest corner of said Condominium;

Thence N 75°13'36" E a distance of 592.13 feet along the northerly lines of Heatherwood at Lakeland, a Condominium, Phase 4 recorded under Auditors File Number 200211205003, Heatherwood at Lakeland, a Condominium, Phase 2 recorded under Auditors File Number 200106295002 and Heatherwood at Lakeland, a Condominium, Phase 1 recorded under Auditors File Number 200106275001, and the easterly extension of last said northerly line to the easterly right of way of Lakeland Hills Way SE and the southwest corner of Lot 13 of Lakeland Division 1, Phase 3 recorded under Auditors File Number 200004115002;

Thence N 14°46'24"W along last said easterly right of way a distance of 437.57 feet to the beginning of a curve to the left having a radius of 912.00 feet;

Thence northeasterly 234.96 feet along said curve and said easterly right of way through a central angle of 14°45'40" to the beginning of a curve to the right having a radius of 35.00 feet;

Thence northerly and northeasterly 51.64 feet along said curve and said easterly margin through a central angle of 84°32'04" to the southeasterly margin of Evergreen Way SE;

Thence N 55°00'00"E along said southeasterly margin a distance of 208.95 feet;

Thence N 53°05'27"E along said southeasterly margin a distance of 130.40 feet to the most westerly corner of Lot 15 of Lakeland Division 1, Phase 2 recorded under Auditors File Number 200004115003;

Thence continuing N 53°05'27"E along said southeasterly margin of Evergreen Way SE a distance of 19.26 feet to an angle point;

Thence N 55°00'00" E along said southeasterly margin of Evergreen Way SE a distance of 166.23 feet to the beginning of a curve to the left having a radius of 430.00 feet;

Thence northeasterly 283.27 feet along said curve and said southeasterly margin through a central angle of 37°44'40" to the beginning of a compound curve to the left having a radius of 1030.00 feet;

Thence northeasterly 16.98 feet along said curve and said southeasterly margin through a central angle of 00°56'40" to the most northerly northwest corner of Lot 22 of said plat of Lakeland Division 1, Phase 2, and the north line of Section 6, Township 20 North, Range 5 East, W.M.;

Thence along last said north line S 88°34'43"E a distance of 808.02 feet to the northeast corner of Said Section 6 and the terminus of this line description.

The basis of bearings for this description is Record of Survey for Segregation prepared by Apex Engineering dated February 26, 2001 and recorded under Auditors File Number 200102265002, records of Pierce County, Washington.

O:\SURVEY\PROJECTS\ADM430-Water\Bonney Lake Water Service area\Legal Description Water Service Area 01-23-2015.docx

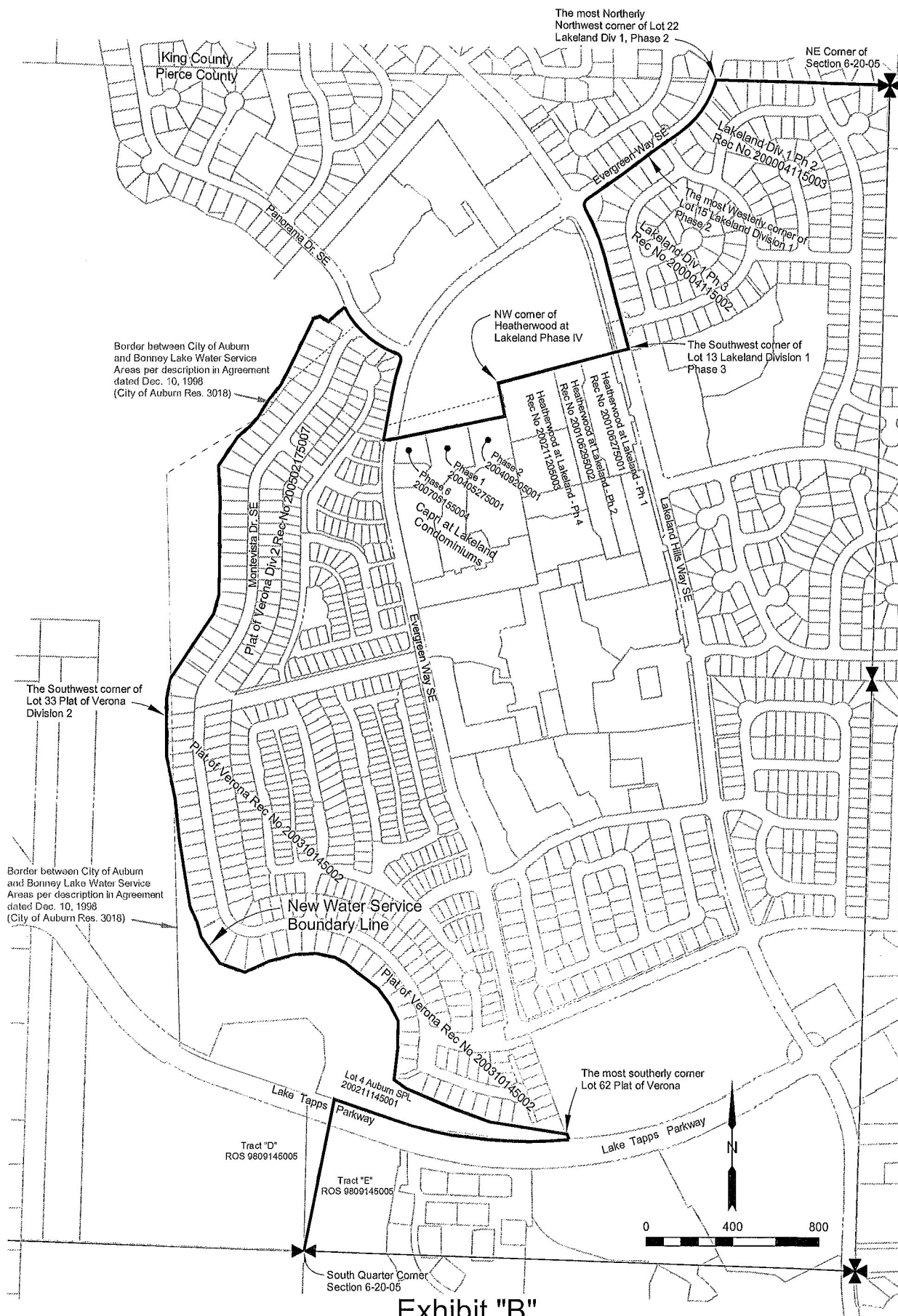


Exhibit "B"
Auburn-Bonney Lake Water Service Boundary

Map updated 01-23-2015



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5136

Date:

March 21, 2015

Department:

Administration

Attachments:

[Res 5136](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5136.

Background Summary:

The current radio network supporting emergency responders in King County was designed and constructed nearly 20 years ago, and the network is now used by all cities in King County, as well as in the unincorporated portions of the County, currently supporting 16,000 emergency responders county-wide.

Because the radio equipment of the current system is now outdated, the vendor supporting the network will discontinue provision of service and parts for the current system at the end of 2018.

In order to address the need for a viable, reliable emergency public safety radio network, the King County Council voted to place on the ballot for the special election on April 28th, 2015, an Emergency Public Safety Radio Network Replacement Project proposition – Proposition 1 – seeking voter approval for lifting the lid of the existing property tax levy to generate the estimated \$273 million needed to replace the current emergency radio network.

If approved, funding for the Emergency Public Safety Radio Network Replacement Project would come from a levy increase of 7 cents per \$1,000.00 of assessed property value over a nine-year period.

RCW 42.17A.555 authorizes city councils to take collective action regarding ballot measures appearing before the voters so long as the action is taken at a public meeting, the intended action is identified on the agenda and the opportunity for opposing views is given to attendees at the public meeting.

Reviewed by Council Committees:

Councilmember:

Staff: Hursh

Meeting Date: April 6, 2015

Item Number: RES.B

RESOLUTION NO. 5 1 3 6

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, EXPRESSING
SUPPORT FOR KING COUNTY PROPOSITION NO.
1 – THE EMERGENCY PUBLIC SAFETY RADIO
NETWORK REPLACEMENT PROJECT**

WHEREAS, the current radio network supporting emergency responders in King County was designed and constructed nearly 20 years ago, and the network is now used by all cities in King County, as well as in the unincorporated portions of the County, currently supporting 16,000 emergency responders county-wide; and

WHEREAS, the network was originally designed to cover a smaller geographic area and a smaller population base; and

WHEREAS, because the radio equipment of the current system is now outdated, the vendor supporting the network will discontinue provision of service and parts for the current system at the end of 2018; and

WHEREAS, the network will experience an increased risk of component failures, service outages, and dead spots in coverage over time; and

WHEREAS, the safety of both emergency responders and those in need of response is dependent upon a reliable communications network; and

WHEREAS, in order to address the need for a viable, reliable emergency public safety radio network, the King County Council voted to place on the ballot for the special election on April 28th, 2015, an Emergency Public Safety Radio Network Replacement Project proposition – Proposition 1 – seeking voter approval for lifting the lid of the existing property tax levy to generate the estimated \$273 million needed to replace the current emergency radio network; and

WHEREAS, if approved, funding for the Emergency Public Safety Radio Network Replacement Project would come from a levy increase of 7 cents per \$1,000.00 of assessed property value over a nine-year period; and

WHEREAS, RCW 42.17A.555 authorizes city councils to take collective action regarding ballot measures appearing before the voters so long as the action is taken at a public meeting, the intended action is identified on the agenda and the opportunity for opposing views is given to attendees at the public meeting; and

WHEREAS, in light of the significant need for replacement of the King County Emergency Public Safety Radio Network, it is appropriate that the City Council support this ballot measure as permitted pursuant to RCW 42.17A.555.

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

Section 1. That the City Council supports Proposition 1, an Emergency Public Safety Radio Network Replacement Project proposition, coming before the voters at the April 28, 2015 Special Election.

Section 2. That the Mayor is authorized to take such action as is necessary and appropriate to implement the directives of this legislation, including forwarding copies of this Resolution to the King County Council, and others as warranted.

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

Dated and Signed this _____ day of _____, 2015.

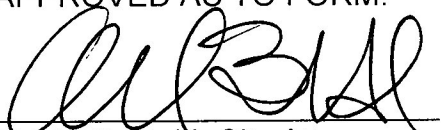
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Resolution No. 5136
March 19, 2015
Page 3 of 4

RCW 42.17A.555

42.17A.555 Use of public office or agency facilities in campaigns — Prohibition — Exceptions.

No elective official nor any employee of his or her office nor any person appointed to or employed by any public office or agency may use or authorize the use of any of the facilities of a public office or agency, directly or indirectly, for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition. Facilities of a public office or agency include, but are not limited to, use of stationery, postage, machines, and equipment, use of employees of the office or agency during working hours, vehicles, office space, publications of the office or agency, and clientele lists of persons served by the office or agency. However, this does not apply to the following activities:

(1) Action taken at an open public meeting by members of an elected legislative body or by an elected board, council, or commission of a special purpose district including, but not limited to, fire districts, public hospital districts, library districts, park districts, port districts, public utility districts, school districts, sewer districts, and water districts, to express a collective decision, or to actually vote upon a motion, proposal, resolution, order, or ordinance, or to support or oppose a ballot proposition so long as (a) any required notice of the meeting includes the title and number of the ballot proposition, and (b) members of the legislative body, members of the board, council, or commission of the special purpose district, or members of the public are afforded an approximately equal opportunity for the expression of an opposing view;

(2) A statement by an elected official in support of or in opposition to any ballot proposition at an open press conference or in response to a specific inquiry;

(3) Activities which are part of the normal and regular conduct of the office or agency.

(4) This section does not apply to any person who is a state officer or state employee as defined in RCW 42.52.010. [2010 c 204 § 701; 2006 c 215 § 2; 1979 ex.s. c 265 § 2; 1975-'76 2nd ex.s. c 112 § 6; 1973 c 1 § 13 (Initiative Measure No. 276, approved November 7, 1972). Formerly RCW 42.17.130.]



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5139

Date:

April 1, 2015

Department:

Community Development & [Res 5139](#)
Public Works

Attachments:**Budget Impact:**

\$0

Administrative Recommendation:

City Council to adopt Resolution No. 5139.

Background Summary:

The City of Auburn Department of Arts, Parks, and Recreation submitted a request to the Department of Community Development and Public Works to administer an address change and/or assignment to 35 City owned and operated parks. The reason for the request is to clarify a number of address discrepancies that exist between City databases, City planning documents, and County records.

All 35 park address assignments were prepared by the Building Official and presented to the City's internal Addressing Committee which is comprised of representatives from Valley Regional Fire Authority, Police, IT, Utility Billing, and Traffic. Additionally, a representative from Parks participated in the conversation and development of each proposed address assignment. The address assignments that are shown in Resolution 5139 are transmitted to City Council as a recommendation for approval from the City's internal Addressing Committee.

Reviewed by Council Committees:

Other: Bldg., Finance, Fire, Parks, CD & PW, Police, & IT

Councilmember:**Staff:**

Snyder

Meeting Date: April 6, 2015

Item Number: RES.C

RESOLUTION NO. 5 1 3 9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, TO PROVIDE AN ADDRESS CHANGE FOR 35 CITY OWNED AND OPERATED PARK PROPERTIES.

WHEREAS, Auburn City Code (ACC) Chapter 15. 52 concerning the assignment of specific building and property addresses provides authority to the Building Official to develop and administer the City's Addressing Policies; and

WHEREAS, ACC section 15.52.055 provides that petitions for address changes may be initiated by a City department; and

WHEREAS, the City of Auburn Parks, Arts & Recreation Department has petitioned for the renumbering of 35 park properties, which are all properties owned by the City; and

WHEREAS, the Building Official has approved the renumbering request, and public safety representatives of the City's address committee are in concurrence with the Building Official that the petitioner's request will not inhibit public safety; and

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

Section 1. That the Mayor, or her designee, is hereby authorized to eliminate the existing building number and/or street assignments listed in the below table and replace those with the proposed numbers and/or street assignments shown in the table, provided that those numbers shall meet the requirements of Auburn City Code chapter 15.52 and all current and future determinations of the Building Official regarding each building's number.

		EXISTING ADDRESS		PROPOSED ADDRESS	
Park Name	Parcel #	Number	Street	Number	Street
21 st Street Playground	1921059342	326	21 st St. SE	405	21 st St. SE
Auburndale	0821059017	31722	108 th St. SE	31802	108 th Ave. SE
Auburndale II	7867000020	Not Assigned	Not Assigned	29725	118 th Ave. SE
Ballard Park	7345300160	3704	R St. SE	1612	37 th Way SE
Cameron Park	1313500310	Not Assigned	Not Assigned	3727	Lemon Tree Lane
Cedar Lanes Park	3021059044	Not Assigned	Not Assigned	1002	25 th St. SE
Centennial View	N/A – Right-of-Way	Not Assigned	Not Assigned	402	Mountain View Dr.
Dorthy Bothell Park	0520061060	Not Assigned	Not Assigned	1087	Evergreen Way SE
Dykstra Park	0721059038	1400	22 nd St. NE	1487	22 nd St. NE
Forest Villa Park	7749501070	Not Assigned	Not Assigned	1647	Fir St. SE
Fulmer Park	2648000010	1109	5 th St. NE	1101	5 th St. NE
Gaines Park	8961950560	Not Assigned	Not Assigned	1008	Pike St. NW
Game Farm Park	2921059069	2407	Stuck River Road SE	3030	R St. SE
GSA Park	2421049075	1200	C St. SW	413	15 th St. SW
Indian Tom Park	1821059001	1300	6 th St. NE	1316	6 th St. NE
Interurban Trailhead	N/A – Right-of-Way	Not Assigned	Not Assigned	804	W. Main Street
Isaac Evans Park	0621059007	29630	Green River Road SE	29827	Green River Road SE
Jacobsen Tree Farm	0421059004	29325	132 nd Ave. SE	29387	132 nd Ave. SE
Jornada Park	9264030960	Not Assigned	Not Assigned	1433	U Ct. NW
Kersey A	3845000080	Not Assigned	Not Assigned	5480	Charlotte Ave. SE
Lakeland Hills Park	4137070990	Not Assigned	Not Assigned	1401	Evergreen Way SE

Resolution No.
March 31, 2015

Lea Hill Park	0921059018	Not Assigned	Not Assigned	31693	124 th Ave. SE
Lea Hill Courts	N/A – Right-of-Way	32115	105 th Pl. SE	32121	105 th Pl. SE
Les Gove Park	1921059181	1020	H St. SE	910	9 th St. SE
Mill Pond Park	6655000021	Not Assigned	Not Assigned	4582	Mill Pond Dr. SE
Mary Olson Farm	3222059032	28728	Green River Road	28728	Green River Road SE
Mountain View Cemetery	9262800341	2040	Mountain View Dr.	2020	Mountain View Dr.
Riverpoint Park	7338221190	Not Assigned	Not Assigned	1450	32 nd St. NE
Rotary Park	2597500910	Not Assigned	Not Assigned	2635	Alpine St. SE
Scottie Brown Park	1821059101	Not Assigned	Not Assigned	1403	Henry Rd. NE
Slaughter Memorial	N/A – Right-of-Way	Not Assigned	Not Assigned	2988	Auburn Way N.
Sunset Park	0520064026	Not Assigned	Not Assigned	1420	69 th St. SE
Terminal Park	8581400530	Not Assigned	Not Assigned	1292	C St. SE
Village Square	0921059073	Not Assigned	Not Assigned	12111	SE 310 th St.
West Auburn Lake	9262800105	Not Assigned	Not Assigned	32054	58 th Ave. S.

Section 2. That the Mayor, or her designee, shall provide written notification of the address changes to all pertinent governmental agencies such as the County Assessor Departments, the U. S. Postal Service, City Departments, Valley Regional Fire Authority, Puget Sound Energy, utility districts, telecommunication providers, mapping companies, and solid waste disposal purveyors, and is authorized to implement such other administrative procedures as may be necessary to carry out the directives of this legislation.

Resolution No.
March 31, 2015

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

Dated and Signed this _____ day of _____, 2015.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:


Daniel B. Heid, City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5140

Date:

March 31, 2015

Department:

Administration

Attachments:

[Res 5140](#)

[Auburn Public Health Agreement](#)

Budget Impact:

\$220,000.00

Administrative Recommendation:

City Council adopt Resolution No. 5140.

Background Summary:

Due to budget shortfalls experienced by King County, the County contemplated closure of the Auburn Public Health Center. The City has worked diligently to marshal the support of its neighboring cities, the business community and the Muckleshoot Indian Tribe to fund continued operation of the Auburn Public Health Center. The City is committed to financially supporting the operation of Auburn Public Health, and its satellite clinics, in south King County in 2015 and 2016 to maintain the important health services for the community's residents.

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

Hursh

Meeting Date: April 6, 2015

Item Number: RES.D

RESOLUTION NO. 5 1 4 0

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF AUBURN, WASHINGTON, AUTHORIZING THE
MAYOR TO EXECUTE A HUMAN SERVICES
AGREEMENT BETWEEN THE CITY OF AUBURN AND
PUBLIC HEALTH – SEATTLE & KING COUNTY TO FUND
THE AUBURN PUBLIC HEALTH CENTER IN 2015-2016

WHEREAS, the City of Auburn (the “City”), shares a deep concern with its neighboring cities, with its tribal partners, and with the residents of south King County that a public health safety net must be maintained to serve the disadvantaged members of the community, as affirmed in the City Council’s Resolution No. 5099 adopted September 2, 2014; and

WHEREAS, King County contemplated closure of the Auburn Public Health Center, operated in the City by Public Health – Seattle & King County, as a result of budget shortfalls said to be experienced by King County for the 2015-2016 biennium; and

WHEREAS, the City has worked diligently to marshal support of its neighboring cities, its business community and the Muckleshoot Indian Tribe to fund continued operation of the Auburn Public Health Center for the 2015 and 2016 calendar years; and

WHEREAS, King County has presented the City with a proposed Human Services Agreement for Public Health Center for the 2015 and 2016 calendar years, a copy of which is attached hereto and incorporated herein; and

WHEREAS, the City believes that supporting continued funding and operation of the Auburn Public Health Center and other similar clinics in south King County is

appropriate and necessary in 2015 and 2016 to maintain the important health services offered by these facilities to the community's low income residents.

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

Section 1. The City Council approves the City's entry into the attached Human Services Agreement for Auburn Public Health Center; and

Section 2. The Mayor is authorized to enter into the attached Human Services Agreement for Auburn Public Health Center, or a substantially similar agreement, and 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 _____, 2015.

CITY OF AUBURN

ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:


Daniel B. Heid, City Attorney

**HUMAN SERVICES AGREEMENT
FOR
AUBURN PUBLIC HEALTH CENTER**

This Human Services Agreement ("Agreement") is made between the City of Auburn, a Washington municipal corporation ("City"), and Public Health – Seattle & King County, a local government ("County"). The City and County (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

Public Health – Seattle & King County Jerry DeGrieck 401 5 th Avenue, Suite 1000 Seattle, WA 98104 (206) 263-1330 Jerry.degrieck@kingcounty.gov	CITY OF AUBURN: Michael Hursh 25 West Main Street Auburn, WA 98001 (253) 804-5029 mhursh@auburnwa.gov
--	---

WHEREAS King County experienced a significant budget deficit for the 2015-2016 biennium and was contemplating the closure of the Auburn Public Health Center;

WHEREAS the city of Auburn desires to provide funding for King County to maintain its existing operations at the Auburn Public Health Center and its satellites;

The Parties agree as follows:

1. **TERM.** The term of this Agreement shall be for a period of two (2) years commencing on January 1, 2015 and terminating on December 31, 2016 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the County.

2. **SERVICES.** The County shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), performed in a satisfactory manner. The County warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities. A list of services offered at the facility shall be available for inspection by the City, but the making (or failure or delay in making) such inspection shall not relieve County of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.

3. **TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth above. The City may terminate this Agreement immediately if the County fails to maintain required insurance, breaches confidentiality, or materially violates Section 12, and such may result in ineligibility for further City agreements.

4. **COMPENSATION.**

4.1 **Amount.** In return for the Services, the City shall pay the County \$220,000 paid out in lump sum upon execution of the agreement as delineated in Exhibit "B", attached hereto and incorporated by this reference. The County shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction resulting from this Agreement.

4.2 **Method of Payment.** Upon execution County will submit an invoice and the city will pay within 45 days.

4.3 **Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred

after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

5. INDEMNIFICATION.

5.1 County Indemnification. The County represents to the City that the County has competent, trained staff and where necessary, professional staff to render the services to be performed under this Agreement. The County agrees to indemnify, hold harmless and defend the City, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, actions and liabilities (including costs, expenses and all reasonable attorneys' fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the Agreement to the extent caused by the negligent acts, errors or omissions of the County, its partners, shareholders, agents, employees, or by the County's breach of this Agreement.

5.2 Industrial Insurance Act Waiver. The County waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The County's indemnification shall not be limited in any way by any limitation of the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

5.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. INSURANCE. The County agrees to carry insurance for liability which may arise from or in connection with the performance of the services or work by the County, their agents, representatives, employees or subcontractors for the duration of the Agreement and thereafter with respect to any event occurring prior to such expiration or termination as follows:

6.1. Self-Insurance Program. King County, a charter county government under the constitution of the State of Washington, hereinafter referred to as "County", maintains a fully funded Self-Insurance program as defined in King County Code 2.12 for the protection and handling of the County's liabilities including injuries to persons and damage to property.

The City acknowledges, agrees and understands that the County is self-funded for all of its liability exposures. The County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The County agrees to provide the City with at least 30 days prior written notice of any material change in the County's self-funded program and will provide the City with a certificate of self-insurance as adequate proof of coverage. The City further acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore the County does not have the ability to add the City as an additional insured.

6.2. No Limit of Liability. City's acknowledgement of County's fully funded self-insurance program shall not be construed to limit the liability of the County to the coverage provided by such program, or otherwise limit the City's recourse to any remedy available at law or in equity. The County's self-insurance program shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the County's insurance and shall not contribute with it.

6.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

9. BOOKS AND RECORDS. The County agrees to maintain books, records, and documents which sufficiently and properly support costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be maintained for a period of six (6) years after the termination of this Agreement and may be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

10. INDEPENDENT AGENCY. The Parties intend that the County shall be an independent Agency and that the County has the ability to control and direct the performance and details of its work, the City being interested only in the

results obtained under this Agreement. The City shall be neither liable nor obligated to pay County sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. County shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the Services and work and shall utilize all protection necessary for that purpose. All work shall be done at County's own risk, and County shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The County shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the County, shall not be deemed to convert this Agreement to an employment contract.

11. CONFLICT OF INTEREST. County confirms that County does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the County's selection, negotiation, drafting, signing, administration, or evaluating the County's performance.

12. EQUAL OPPORTUNITY EMPLOYER. In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by County or its subcontractors of any level, or any of those entities' employees, agents, sub-agencies, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. County shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

13. GENERAL PROVISIONS.

13.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

13.2 Assignment and Beneficiaries. 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. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

13.3 Compliance with Laws. The County shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

13.4 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the County's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the

notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative process. If the King County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in King County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in King County, Washington and waives any objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, however nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

13.5 Execution. Each individual executing this Agreement on behalf of the City and County represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.

13.6 Contract Amendments. Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

13.7 No Third Party Beneficiaries. Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

[Signature page follows]

Insert City Letterhead

IN WITNESS, the Parties execute this Agreement below, effective the last date written below.

CITY OF AUBURN

ATTEST:

Nancy Backus
Mayor

City Clerk, Dani Daskam

APPROVED AS TO FORM:

DATE: _____

 Asst. City Atty. for
City Attorney, Dan Heid

Public Health – Seattle & King County

By: _____

Printed Name: _____

Title: _____

DATE: _____

EXHIBIT “A”

SERVICES

Project Summary

The County shall maintain existing operations at the Auburn Public Health Center and its satellites and will use the funds to provide uncompensated care. The County shall ensure that services provided with funding under this Agreement are made available to Auburn residents. The services provided at Auburn Public Health Center include:

- Maternity Support Services (MSS) and Infant Case Management (ICM)
- Special Supplemental Nutrition Program for Women, Infant and Children (WIC)
- Family Planning and Health Education

Public Health’s Community Health Services (CHS) Division operates the Public Health Centers and CHS will continue to focus on improving productivity and achieving visit targets at all of the Public Health Centers.

The King County adopted budget for the 2015-2016 biennium contains funding to maintain the Auburn Public Health Center and its satellites through December 31, 2016.

Public Health staff will be available to present information to the Auburn City Council at a mutually agreeable time.

A. Project Files

The County shall maintain files for this project containing the following items:

1. A copy of this Agreement and any amendments.
2. Copies of all invoices and reports submitted to the City for this project.

B. Reports and Reporting Schedule

The County shall collect and report performance data to the City quarterly and annually on the total number visits by program and zip code delivered by the Auburn Public Health Center and its satellites.

EXHIBIT “B”

COMPENSATION

Project Budget

The City shall provide the following funds as consideration to complete the Scope of Work. The total amount of reimbursement pursuant to this Agreement shall be fixed at \$220,000 paid out in a lump sum upon execution of this agreement.

The County shall submit a **Reimbursement Request** in the format requested by the City.

**HUMAN SERVICES AGREEMENT
FOR
AUBURN PUBLIC HEALTH CENTER**

This Human Services Agreement ("Agreement") is made between the City of Auburn, a Washington municipal corporation ("City"), and Public Health – Seattle & King County, a local government ("County"). The City and County (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

Public Health – Seattle & King County	CITY OF AUBURN:
Jerry DeGriek 401 5 th Avenue, Suite 1000 Seattle, WA 98104 (206) 263-1330 Jerry.degriek@kingcounty.gov	Michael Hursh 25 West Main Street Auburn, WA 98001 (253) 804-5029 mhursh@auburnwa.gov

WHEREAS King County experienced a significant budget deficit for the 2015-2016 biennium and was contemplating the closure of the Auburn Public Health Center;

WHEREAS the city of Auburn desires to provide funding for King County to maintain its existing operations at the Auburn Public Health Center and its satellites;

The Parties agree as follows:

1. **TERM.** The term of this Agreement shall be for a period of two (2) years commencing on January 1, 2015 and terminating on December 31, 2016 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the County.

2. **SERVICES.** The County shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), performed in a satisfactory manner. The County warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities. A list of services offered at the facility shall be available for inspection by the City, but the making (or failure or delay in making) such inspection shall not relieve County of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.

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4.1 **Amount.** In return for the Services, the City shall pay the County \$220,000 paid out in lump sum upon execution of the agreement as delineated in Exhibit "B", attached hereto and incorporated by this reference. The County shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction resulting from this Agreement.

4.2 **Method of Payment.** Upon execution County will submit an invoice and the city will pay within 45 days.

4.3 **Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

5. INDEMNIFICATION.

5.1 County Indemnification. The County represents to the City that the County has competent, trained staff and where necessary, professional staff to render the services to be performed under this Agreement. The County agrees to indemnify, hold harmless and defend the City, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, actions and liabilities (including costs, expenses and all reasonable attorneys' fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the Agreement to the extent caused by the negligent acts, errors or omissions of the County, its partners, shareholders, agents, employees, or by the County's breach of this Agreement.

5.2 Industrial Insurance Act Waiver. The County waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The County's indemnification shall not be limited in any way by any limitation of the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

5.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. INSURANCE. The County agrees to carry insurance for liability which may arise from or in connection with the performance of the services or work by the County, their agents, representatives, employees or subcontractors for the duration of the Agreement and thereafter with respect to any event occurring prior to such expiration or termination as follows:

6.1. Self-Insurance Program. King County, a charter county government under the constitution of the State of Washington, hereinafter referred to as "County", maintains a fully funded Self-Insurance program as defined in King County Code 2.12 for the protection and handling of the County's liabilities including injuries to persons and damage to property.

The City acknowledges, agrees and understands that the County is self-funded for all of its liability exposures. The County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The County agrees to provide the City with at least 30 days prior written notice of any material change in the County's self-funded program and will provide the City with a certificate of self-insurance as adequate proof of coverage. The City further acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore the County does not have the ability to add the City as an additional insured.

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and subcontractors in the performance of the Services and work and shall utilize all protection necessary for that purpose. All work shall be done at County's own risk, and County shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The County shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the County, shall not be deemed to convert this Agreement to an employment contract.

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12. **EQUAL OPPORTUNITY EMPLOYER.** In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by County or its subcontractors of any level, or any of those entities' employees, agents, sub-agencies, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. County shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

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13.2 **Assignment and Beneficiaries.** 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. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

13.3 **Compliance with Laws.** The County shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

13.4 **Enforcement.** Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the County's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies

available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative process. If the King County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in King County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in King County, Washington and waives any objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, however nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

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[Signature page follows]

IN WITNESS, the Parties execute this Agreement below, effective the last date written below.

CITY OF AUBURN

ATTEST:

Nancy Backus
Mayor

City Clerk, Dani Daskam

APPROVED AS TO FORM:

DATE: _____

City Attorney, Dan Heid

Public Health – Seattle & King County

By: _____

Printed Name: _____

Title: _____

DATE: _____

EXHIBIT “A”

SERVICES

Project Summary

The County shall maintain existing operations at the Auburn Public Health Center and its satellites and will use the funds to provide uncompensated care. The County shall ensure that services provided with funding under this Agreement are made available to Auburn residents. The services provided at Auburn Public Health Center include:

- Maternity Support Services (MSS) and Infant Case Management (ICM)
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The King County adopted budget for the 2015-2016 biennium contains funding to maintain the Auburn Public Health Center and its satellites through December 31, 2016.

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The County shall maintain files for this project containing the following items:

1. A copy of this Agreement and any amendments.
2. Copies of all invoices and reports submitted to the City for this project.

B. Reports and Reporting Schedule

The County shall collect and report performance data to the City quarterly and annually on the total number visits by program and zip code delivered by the Auburn Public Health Center and its satellites.

EXHIBIT “B”

COMPENSATION

Project Budget

The City shall provide the following funds as consideration to complete the Scope of Work. The total amount of reimbursement pursuant to this Agreement shall be fixed at \$220,000 paid out in a lump sum upon execution of this agreement.

The County shall submit a **Reimbursement Request** in the format requested by the City.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5141

Date:

April 2, 2015

Department:

Administration

Attachments:

[Res 5141](#)

Budget Impact:

\$0

Administrative Recommendation:

Approve Resolution No. 5141

Background Summary:

In connection with the transit services provided by Pierce Transit and the Pierce County Public Transportation Benefit Corporation it is appropriate for the City Council to express its position of support for candidates nominated to serve the City of Auburn on the Pierce County Board of Commissioners. The current ballot is for an upcoming vacant term beginning May 1, 2015 and expiring April 2018. This commissioner position would represent, in addition to the City of Auburn (that portion of Auburn served by Pierce Transit - located within Pierce County, Washington) and the cities and towns of Pacific, Ruston, Steilacoom, Gig Harbor and Fircrest. The recommendation of the Mayor was for endorsement of the candidacy of Steilacoom Councilmember Nancy Henderson. A copy of the official ballot is appended hereto.

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

Hursh

Meeting Date: April 6, 2015

Item Number: RES.E

RESOLUTION NO. 5 1 4 1

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, SELECTING A
NOMINEE TO SERVE AS A MEMBER OF THE
BOARD OF COMMISSIONERS FOR PIERCE
TRANSIT**

WHEREAS, the Pierce Transit, a transit services provider serving areas of Pierce County, created following a 1979 tax levy vote includes in its organizational parameters a board of commissioners who are selected from nominees by municipalities served by Pierce Transit; and

WHEREAS, in connection therewith, the Auburn City Council received an official ballot with the names of candidates to represent the Pierce Transit for a term beginning May 1, 2015 and ending April 30, 2018, representing the cities and towns of Auburn, Pacific, Ruston, Steilacoom, Gig Harbor and Fircrest; and

WHEREAS, in conformity with the requirements for submitting the ballots from the various cities and towns, the City Council desires to express its position in support of candidate Nancy Henderson from the Town of Steilacoom.

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

Section 1. That the Mayor is hereby authorized to forward to Pierce Transit the official ballot of the City Council of the City of Auburn casting its vote for Nancy Henderson, Steilacoom City Council Member.

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

legislation, including submittal to Pierce Transit's Clerk of the Board the official ballot from the City of Auburn in connection herewith.

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.

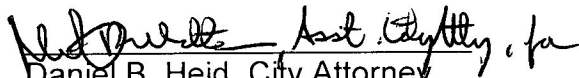
CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:


Daniel B. Heid, City Attorney



March 26, 2015

Attn: City or Town Clerk
City of Auburn
25 W. Main Street
Auburn, WA 98001

Dear Clerk:

Recently, Pierce Transit sent you a letter and nomination form requesting your Council's nomination of a representative to fill an upcoming vacant position on the Pierce Transit Board that would represent the cities and towns of Auburn, Fircrest, Gig Harbor, Pacific, Ruston and Steilacoom.

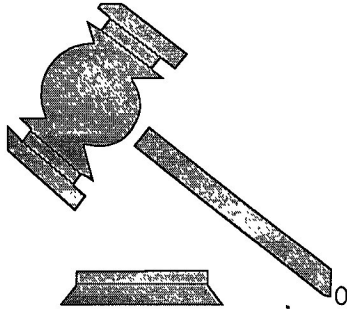
Pierce Transit received nominations from the City of Gig Harbor, Town of Steilacoom and the City of Fircrest, who nominated Councilmember Nancy Henderson, Town of Steilacoom, to serve on the Pierce Transit Board. No other nominations from the other respective cities or towns were received by the March 18, 2015 deadline.

At your next Council meeting, please formally consider the nomination of Nancy Henderson to serve on the Pierce Transit Board, for a three-year term (term limits under review), beginning May 1, 2015 and expiring April 2018. A certified copy of the council resolution or motion must accompany the enclosed ballot. Please forward the ballot and appropriate verification to me on or before April 17, 2015.

Sincerely,

A handwritten signature in cursive script that reads "Deanne Jacobson". The ink is dark and the signature is fluid.

Deanne Jacobson
Clerk of the Board



OFFICIAL BALLOT

Candidate: Nancy Henderson, Town of Steilacoom

The city/town of _____ wishes to cast its vote for
Councilmember/Mayor _____ of
the City of _____ to serve a three-year term
on the Pierce Transit Board representing the Cities or Towns of Auburn, Fircrest, Gig
Harbor, Pacific, Ruston and Steilacoom, with a term beginning May 1, 2015 and ending
April 30, 2018.

Date: _____

By: _____

Title: _____

This form must be accompanied by a certified copy of the council resolution or motion. Ballots must be
received by Pierce Transit's Clerk of the Board by **5:00 PM, April 17, 2015.**