

**City Council Meeting
March 21, 2016 - 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

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 February 16, 2016 Regular City Council Meeting*

B. Minutes of the February 29, 2016 Special City Council Meeting*

C. Claims Vouchers - March 7, 2016 (Coleman)

Claims voucher numbers 437534 through 437754 in the amount of \$3,675,643.94 and four wire transfers in the amount of \$176,501.62 and dated March 7, 2016.

D. **Claims Vouchers - March 21, 2016 (Coleman)**

Claims voucher numbers 437755 through 437939 in the amount of \$2,261,477.07 and five wire transfers in the amount of \$590,227.82 and dated March 21, 2016.

E. **Payroll Vouchers - March 7, 2016 (Coleman)**

Payroll check numbers 536261 through 536291 in the amount of \$697,739.07 and electronic deposit transmissions in the amount of \$1,431,374.97 for a grand total of \$2,129,114.04 for the period covering February 11, 2016 to March 2, 2016.

F. **Payroll Vouchers - March 21, 2016 (Coleman)**

Payroll check numbers 536292 through 536323 in the amount of \$563,005.87 and electronic deposit transmissions in the amount of \$501,190.11 for a grand total of \$1,064,195.98 for the period covering March 3, 2016 to March 16, 2016.

G. **Public Works Project No. CP1219* (Snyder)**

City Council approve Final Pay Estimate No. 6 to Contract No. 15-03 in the amount of \$908.85 and accept construction of Project No. CP1219 Valley AC Main Replacement

H. **Public Works Project No. CP1208* (Snyder)**

City Council approve Final Pay Estimate No. 11 to Contract No. 14-10 in the amount of \$2,472.42 and accept construction of Project No. CP1208, Sewer Pump Station Improvements

I. **Agreement with ESRI for GIS Software and Maintenance* (Haugan)**

City Council approve an agreement between the City of Auburn and Esri for GIS software and maintenance.

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

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. ORDINANCES

A. **Ordinance No. 6586, Second Reading* (Snyder)**

An Ordinance of the City Council of the City of Auburn, Washington, authorizing the renewal of Franchise Agreement No. 10-23 and amendment of Ordinance No. 6344 with New Cingular Wireless PCS, LLC

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6586.)

B. **Ordinance No. 6589, Second Reading* (Snyder)**

An Ordinance of the City Council of the City of Auburn, Washington, approving the Final Plat of Canyon Creek at Peasley - Division 1

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6589.)

C. **Ordinance No. 6590, First Reading* (Snyder)**

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

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6590.)

D. **Ordinance No. 6592, 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, as amended by Ordinance No. 6558, Ordinance No. 6563, Ordinance No. 6570, and Ordinance No. 6571, 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. 6592.)

XI. **RESOLUTIONS**

A. **Resolution No. 5199* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, approving the 2016 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 2015 to the Washington State Department of Ecology

(RECOMMENDED ACTION: City Council adopt Resolution No. 5199.)

B. **Resolution No. 5210* (Coleman)**

A Resolution of the City Council of the City of Auburn, Washington, expressing the City's intent to procure a new solid waste collection contract through a competitive bidding process

(RECOMMENDED ACTION: City Council adopt Resolution No. 5210.)

C. **Resolution No. 5212* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the dedication of a portion of City-owned property as City right of way

(RECOMMENDED ACTION: City Council adopt Resolution No. 5212.)

D. **Resolution No. 5219* (Faber)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the acceptance of a grant from the Cultural Development Authority of King County ("4Culture") and authorizing the Mayor and City Clerk to execute the necessary contracts to accept said funds

(RECOMMENDED ACTION: City Council adopt Resolution No. 5219.)

E. **Resolution No. 5222* (Heid)**

A Resolution of the City Council of the City of Auburn, Washington, expressing the support for full state funding of the Municipal Research and Services Center with no conditions

(RECOMMENDED ACTION: City Council adopt Resolution No. 5222.)

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.

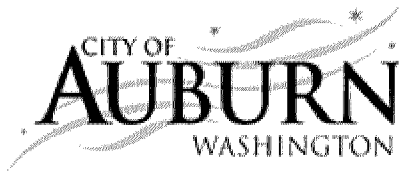
A. From the Council

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 February 16, 2016 Regular City Council Meeting

Date:

March 15, 2016

Department:

Administration

Attachments:

Minutes

Budget Impact:

\$0

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

Meeting Date: March 21, 2016

Staff:

Item Number: CA.A



**City Council Meeting
February 16, 2016 - 7:00 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

A. Pledge of Allegiance

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

B. Roll Call

City Councilmember present: Deputy Mayor Largo Wales, Bob Baggett, Claude DaCorsi, John Holman, Bill Peloza, Yolanda Trout and Rich Wagner.

Department directors and staff members present: City Attorney Daniel B. Heid, Community Development and Public Works Director Kevin Snyder, Police Commander David Colglazier, Finance Director Shelley Coleman, Innovation and Technology Director Paul Haugan, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Parks, Arts and Recreation Director Daryl Faber, and City Clerk Danielle Daskam.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

There was no announcement, proclamation or presentation.

III. APPOINTMENTS

There was no appointment for consideration.

IV. AGENDA MODIFICATIONS

There was no change to the agenda.

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

1. Moratorium on Marijuana/Cannabis Related Businesses and Uses (Heid)
City Council to conduct a public hearing to receive public comments and suggestions with regard to the moratorium on the allowance, acceptance or processing of applications for business licenses and other licenses, permits and approvals for marijuana/cannabis related business and uses

Community Development and Public Works Director Snyder presented the background on the public hearing. On January 4, 2016, the City Council passed Resolution No. 5194, establishing a moratorium on marijuana related businesses and uses. State law requires a public hearing on a moratorium, and the hearing was set for this evening.

Director Snyder presented the City Council and members of the audience a fact sheet, titled Quick Facts - Retail Marijuana in Auburn, Washington.

and read the following for the record:

Initiative 502 (I-502) approved by Washington State voters in November 2012. I-502 legalized the possession of specified amounts of marijuana and legalized private recreational use of marijuana (marijuana still remains illegal under federal law). I-502 authorized processing, production and retail sales of recreational marijuana—as distinct from medical marijuana, which is subject to separate State regulations.

The Washington State Liquor and Cannabis Board (WSLCB) is responsible for licensing of retail applications, location and number of retail stores and associated rules of conduct and operation.

City Ordinance No. 6525 passed on September 2, 2014, establishes the City processes and procedures for sales, processing and production of marijuana in the City. The City does not issue business licenses for retail stores, but will issue building permits to ensure compliance to local and state building safety requirements.

WSLCB initially allowed two retail store locations in Auburn. Senate Bill 5052 (effective July 24, 2015), directed WSLCB to reopen licensing for retail marijuana businesses. House Bill 2136 (effective July 2015) made changes to state law including allowing for local flexibility to reduce the current 1,000 foot buffer. Cities can adopt a buffer of between 1,000 and 100 feet from recreation centers or facilities, child care centers, public parks, public transit centers or game arcades admitting minors. The 1,000 foot buffer is still required for schools and playgrounds. The House Bill also clarified “public area” in provisions that prohibit the consumption of marijuana in a public place.

Effective October 12, 2015, WSLCB announced it would no longer limit the number of licensed retail stores.

City Resolution No. 5194 passed on January 4, 2016 established a one (1) year moratorium on all retail businesses that sell marijuana and/or products that utilize marijuana as an ingredient. This Resolution directed staff to work with the Planning Commission, interested citizens and other parties to hold public hearing and public meetings; review experiences of other jurisdictions, information, studies and legal cases; and develop proposals for regulation of retail marijuana. The Resolution specified that the moratorium does not prohibit operation of retail marijuana businesses that lawfully existed in the City under State law and/or City ordinances prior to the effective date of the Resolution (January 4, 2016).

Current status of retail sales of marijuana in the City include:

- 1 open location: Stash Box at 3108 A St SE, Suite F
- 2 other locations currently in for building permits:
 - The Evergreen Market of Auburn at 402 16th St NE
 - Green Solution Place at 2801 Auburn Way South
- License applications for 17 potential other locations in Auburn pending before the WSLCB (includes the two that are in for building permits with the City)

The City Attorney's Office is currently evaluating the applicability and effect of Resolution No. 5194 to The Evergreen Market of Auburn and Green Solution Place.

During the time the moratorium is in effect, the City will conduct enforcement, as needed, to address compliance to the moratorium.

Deputy Mayor Wales inquired regarding the status of the building permits for Evergreen Market and Green Solutions. Director Snyder reported the permits have been issued but the final approvals have not been granted. The applications were submitted prior to the effective date of the moratorium.

In response to questions from Councilmember Pelozo, Director Snyder reported the City Attorney is currently evaluating the applicability and effect of Resolution No. 5194 on The Evergreen Market and Green Solution Place. Director Snyder also responded that an environmental impact statement is not required of either business. Under existing city code, state environmental impact review is not required for tenant improvements.

Councilmember DaCorsi inquired whether the City is aware of the status of the other 17 potential locations in Auburn. Director Snyder stated the City is notified once the State's review of an application is underway, and the City is given an opportunity to comment. In response to further questions from Councilmember DaCorsi, Director Snyder responded marijuana businesses must obtain a state retail license from the State and then a certificate of occupancy for their tenant improvements from the City.

In response to questions from Councilmember Trout, Director Snyder reported Green Solution applied for and was issued a permit for tenant improvements for the interior space. No final inspection has been conducted, and no certificate of occupancy has been issued.

In response to questions from Councilmember Pelozo, Finance Director Coleman offered to provide information on the amount of revenue received by the City from marijuana sales.

Mayor Backus opened the public hearing at 7:19 p.m.

Justine Linder, 2726 Alpine Drive SE, Auburn

Ms. Linder stated she lives in the Forest Ridge neighborhood. She expressed opposition to a retail marijuana store in her neighborhood (at 2801 Auburn Way South). She stated there are school bus stops at 24th and 26th Streets in her neighborhood. She spoke about the existing drug use in her neighborhood.

Jay Berneburg, 705 South 9th Street, Tacoma

Mr. Berneburg stated he is the attorney representing Paul Brice and Sensi Solutions. According to Mr. Berneburg, Mr. Brice has been working with Auburn since in October 2015, on a short plat, land studies and surveys. Mr. Berneburg also stated he has represented approximately 70 I-502 businesses in production, processing and

retailing. Mr. Berneburg stated he believes I-502 is about eliminating the black market for drugs. Mr. Berneburg stated there are no secondary impacts to retail stores.

Mary Moon, 2720 Forest Ridge SE, Auburn
Ms. Moon spoke against the location of a retail marijuana business at 2801 Auburn Way South. She questioned whether the proposed location is too close to parks, schools, and day cares.

Paul Brice, 8507 SW 104th Street, Lakewood
Mr. Brice is the owner of Sensi Solutions and spoke in favor of retail marijuana businesses. He is attempting to open a marijuana retail business at 1535 Auburn Way North.

John Meteyer, 2618 Alpine Place SE, Auburn
Mr. Meteyer spoke against the location of a retail marijuana store at 2801 Auburn Way South.

Teresa Cancil, 2715 25th Street SE, Auburn
Ms. Cancil stated she recently moved to the Forest Ridge neighborhood. She spoke against the location of a retail marijuana business at 2801 Auburn Way South.

Michael Cancil, 2715 25th Street SE, Auburn
Mr. Cancil spoke against the location of a retail marijuana business at 2801 Auburn Way South. He stated a retail marijuana business should be in an industrial area and not next to a residential neighborhood.

Bryan Ebstye, 1820 West Valley Hwy N, Auburn
Mr. Ebstye stated he is a business owner in Auburn where he operates a 70,000 square foot warehouse and is involved in the marijuana processing industry. Mr. Ebstye spoke in favor of I-502.

Philip Dawdy, 1608 E. Republican, Seattle
Mr. Dawdy stated he is a lobbyist and his current is on the priority list for retail marijuana. He urged the Council to work swiftly on the work plan outlined in the moratorium resolution.

Wanda Granquist, 2935 17th Street SE, Auburn
Ms. Granquist lives in the Forest Villa neighborhood and gave a brief history of her neighborhood. She also spoke about the changes to her neighborhood. She spoke against a retail marijuana store at 2801 Auburn Way South.

Kay Heckt, 1412 Elm Street SE, Auburn
Ms. Heckt spoke about the loss of businesses in her neighborhood that enhance the lives of her neighbors. She spoke against the location of a retail marijuana business at 2801 Auburn Way South.

Gary Murrell, 2520 Dogwood Street SE, Auburn
Mr. Murrell stated he is not opposed to retail marijuana sales, but he believes a retail marijuana business is not appropriate for 2801 Auburn Way South and the entrance to a residential neighborhood.

Jeremy Gray, 203 West Republican, Seattle
Mr. Gray suggested the City Council look more closely at zoning regulation of marijuana businesses. Mr. Gray also spoke regarding the need for safe access to medicinal marijuana.

Josh Lindholm, 2620 Alpine Place SE, Auburn
Mr. Lindholm expressed concern about the location of a retail marijuana business at 2801 Auburn Way South. Mr. Lindholm stated a school bus stop is located less than 100 feet from the store location.

Larry Linder, 2726 Alpine Drive SE, Auburn
Mr. Linder spoke about his personal experience of children using marijuana and the effect of marijuana on their children. He spoke against the location of a retail marijuana business at 2801 Auburn Way South.

Donna Mandrell, 2620 Forest Ridge Drive, Auburn
Ms. Mandrell spoke about the homeless population in the area and incidents of crime. She spoke against locating a retail marijuana business at 2801 Auburn Way South.

Dennis DeFrancesco, 2420 24th Street SE, Auburn
Mr. DeFrancesco agreed with prior comments from his neighbors. He spoke against the location of a retail marijuana business at 2801 Auburn Way South.

Mark Stepper, 2701 Z St SE, Auburn
Mr. Stepper stated he has lived in the Riverwalk neighborhood for the past two years. He spoke against the location of a retail marijuana business at 2801 Auburn Way South.

Andy Serr, 31805 109th Street SE, Auburn
Mr. Serr stated retail marijuana stores should be in commercial areas and not in residential areas.

Sabina Gundl, 2630 25th Street SE, Auburn
Ms. Gundl, spoke against the location of a retail marijuana business near her neighborhood.

Theresa Wren, 2530 Forest Ridge Drive SE, Auburn
Ms. Wren spoke against the location of a retail marijuana business at the entrance to her neighborhood.

Gary Moon, 2720 Forest Ridge Drive SE, Auburn
Mr. Moon spoke against the location of a retail marijuana business at the entrance to his neighborhood. He expressed concern with the potential negative impact on his property value.

Linda Tombarge, 2708 Fir Street SE, Auburn
Ms. Tombarge spoke against the location of a retail marijuana business at 2801 Auburn Way South. Rich Rutkowski, 2554 Forest Ridge Drive SE, Auburn

Mr. Rutkowski expressed concern with the increased traffic that would result from a retail store at 2801 Auburn Way South.

George Rottle, 2500 Forest Ridge Drive SE, Auburn
Mr. Rottle stated he is tired of the crime in the Forest Ridge neighborhood. He spoke against the location of a retail marijuana business at 2801 Auburn Way South and at the entrance to his neighborhood.

Ann Stoker, 2525 Forest Ridge Drive SE, Auburn
Ms. Stoker spoke against the location of a retail marijuana store at 2801 Auburn Way South.

Jeannie Rottle, 2500 Forest Ridge Drive SE, Auburn
Ms. Rottle spoke against the location of a retail marijuana store at 2801 Auburn Way South and the impact on property values in the neighborhood.

Jim Fletcher, 2710 Forest Ridge Drive SE, Auburn
Mr. Fletcher spoke against the location of a retail marijuana store at 2801 Auburn Way South.

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.

Andy Serr, 31805 109th Avenue SE, Auburn
Mr. Serr spoke regarding the proposed car tab fees discussed at the last Transportation Benefit District Board meeting. Mr. Serr suggested allowing the citizens to vote on implementation of a car tab fee.

C. Correspondence

There was no correspondence for City 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 Trout reported on behalf of the Council ad hoc committee that reviews claims and payroll vouchers. Councilmember Trout reported she and Councilmember DaCorsi reviewed claims and payroll vouchers as presented and described on this evening's agenda. The Committee recommends approval of the claims and payroll vouchers as presented.

Deputy Mayor Wales reported on behalf of the Council ad hoc committee on committees. Deputy Mayor Wales reported the Committee will be presenting information on the Council liaison matrix and meeting reporting form at a future 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 February 1, 2016 Meeting

- B. Minutes of the January 25, 2016 Special Meeting
- C. Minutes of the October 29-30, 2015 Special City Council Meeting
- D. Claims Vouchers (Coleman)
Claims voucher numbers 437349 through 437533 in the amount of \$2,588,573.43 and five wire transfers in the amount of \$537,699.18 and dated February 16, 2016.
- E. Payroll Vouchers (Coleman)
Payroll check numbers 536226 through 536260 in the amount of \$566,172.02 and electronic deposit transmissions in the amount of \$1,408,021.39 for a grand total of \$1,974,193.41 for the period covering January 28, 2016 to February 10, 2016.
- F. Public Works Project No. CP1414 (Snyder)
City Council approve Final Pay Estimate No. 7 to Contract No. 15-10 in the amount of \$21,232.18 and accept construction of Project No. CP1414, 2015 Local Street Reconstruction Project.

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

In response to questions from Councilmember Pelosa, Assistant Director of Engineering Services/City Engineer Gaub explained Project No. CP1414 includes reconstruction of portions of 7th Street SE, D Street SE and K Street SE. The project on 17th Street SE (not part of Project CP1414) is a storm and utility project that is still under construction and is anticipated to be completed in the next two months.

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. 6587, Second Reading (Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, authorizing the issuance of a Limited Tax General Obligation Refunding Bond of the City in the principal amount of not to exceed \$4,000,000 for the purpose of refunding certain outstanding Limited Tax General Obligation Bonds of the City; providing the form of the bond; and authorizing the sale of the bond

Deputy Mayor Wales spoke in favor of Ordinance No. 6587, which will allow the City to refund general obligation bonds to take advantage of the low interest rate market.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Ordinance No. 6588, Second Reading (Coleman)

An Ordinance of the City Council of the City of Auburn, Washington, establishing the Local Sales and Use Tax rate for Local Revitalization Financing for 2016

Deputy Mayor Wales spoke in favor of Ordinance No. 6588, which levies a sales tax credit against state sales tax for local revitalization financing.

MOTION CARRIED UNANIMOUSLY. 7-0

XI. RESOLUTIONS

A. Resolution No. 5198 (Snyder)

A Resolution of the City Council of the City of Auburn, Washington, setting a public hearing to consider the renewal of Franchise Agreement No. 10-23 and amendment of Ordinance No. 6344 with New Cingular Wireless PCS, LLC

Deputy Mayor Wales moved and Councilmember DaCorsi seconded to adopt Resolution No. 5198.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5201 (Haugan)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an Interlocal Agreement between the City of Auburn and Valley Regional Fire Authority for GIS services

Councilmember Pelozo moved and Councilmember Trout seconded to adopt Resolution No. 5201.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Resolution No. 5209 (Snyder)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a third amendment to the Transit Service Direct Financial Partnership Agreement between the City of Auburn, King County and Pierce County Public Transit Benefit Authority (Pierce Transit)

Deputy Mayor Wales moved and Councilmember Baggett seconded to adopt Resolution No. 5209.

MOTION CARRIED UNANIMOUSLY. 7-0

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Councilmember Trout reported on her attendance at the Domestic Violence Prevention Task Force, the Senior Center coffee hour, and the Auburn Youth Resources fundraising breakfast.

Councilmember Baggett reported on the Councilmembers' tour of low impact development projects in the Puyallup area, including Puyallup City Hall and the Washington State University-Puyallup campus and low impact development research center.

Councilmember Pelosa reported on his attendance at the Sound Cities Association Regional Policy Committee and the King County Solid Waste Advisory Committee meeting.

Councilmember Wagner reported on the City Councilmembers' low impact development tour and the Transportation Policy Board meeting.

Councilmember Holman reported on his attendance at a meeting of the King County Aerospace Alliance held at Orion Industries and his participation in a National History Day project at Mountainview High School.

Councilmember DaCorsi reported on his attendance at the Regional Transit Committee meeting, the Auburn Youth Resources fundraising breakfast, and the City Councilmembers' tour of low impact development facilities.

B. From the Mayor

Mayor Backus announced she will deliver the State of the City Address on February 23rd at the Auburn Avenue Theater. Following the State of the City Address, the historic post office building will be open for a tour.

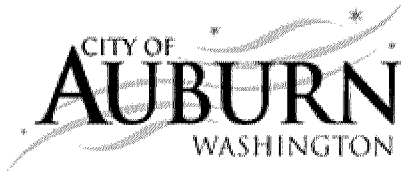
XIII. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 8:49 p.m.

APPROVED this 21st day of March, 2016

NANCY BACKUS, MAYOR

Danielle Daskam, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the February 29, 2016 Special City Council Meeting

Date:

March 15, 2016

Department:

Administration

Attachments:

Minutes

Budget Impact:

\$0

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

Meeting Date: March 21, 2016

Item Number: CA.B



**Special City Council Meeting
February 29, 2016 - 5:30 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

Mayor Nancy Backus called the special meeting of the City Council to order at 5:30 p.m. in the Council Chambers of Auburn City Hall located at 25 West Main Street in Auburn. The purpose of the special meeting was to consider Resolution No. 5211 relating to a settlement agreement between the City and Harold Gambini.

City Councilmembers present: Deputy Mayor Largo Wales, Bob Baggett, Claude DaCorsi, John Holman, Bill Pelosa, and Rich Wagner. Councilmember Yolanda Trout-Manuel was excused.

Department directors and staff members present included: City Attorney Daniel B. Heid, Innovation and Technology Director Paul Haugan, Human Resources and Risk Management Director Rob Roscoe, Director of Administration Dana Hinman, Community Development and Public Works Director Kevin Snyder, Police Commander Mark Caillier, and City Clerk Danielle Daskam.

II. RESOLUTIONS

A. Resolution No. 5211 (Heid)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a settlement agreement between the City of Auburn and Harold Gambini for settlement of the lawsuit filed in the King County Superior Court under Cause Number 14-2-34852-5-KMT

Deputy Mayor Wales moved and Councilmember DaCorsi seconded to adopt Resolution No. 5211.

MOTION CARRIED UNANIMOUSLY. 6-0

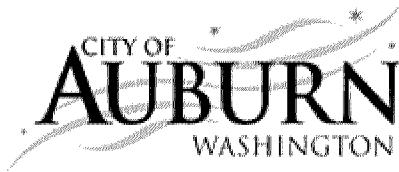
III. ADJOURNMENT

The meeting adjourned at 5:31 p.m.

APPROVED this 21st day of March, 2016.

NANCY BACKUS, MAYOR

Danielle Daskam, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers - March 7, 2016

Date:

March 7, 2016

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve claims vouchers.

Background Summary:

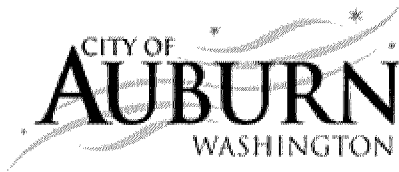
Claims voucher numbers 437534 through 437754 in the amount of \$3,675,643.94 and four wire transfers in the amount of \$176,501.62 and dated March 7, 2016.

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

Coleman

Meeting Date: March 21, 2016

Item Number: CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers - March 21, 2016

Date:

March 16, 2016

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve claims vouchers.

Background Summary:

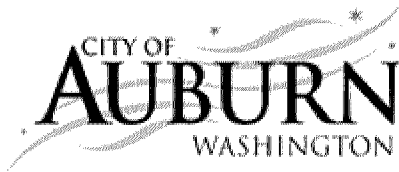
Claims voucher numbers 437755 through 437939 in the amount of \$2,261,477.07 and five wire transfers in the amount of \$590,227.82 and dated March 21, 2016.

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

Coleman

Meeting Date: March 21, 2016

Item Number: CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers - March 7, 2016

Date:

March 7, 2016

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council to approve payroll vouchers.

Background Summary:

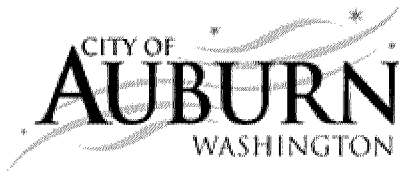
Payroll check numbers 536261 through 536291 in the amount of \$697,739.07 and electronic deposit transmissions in the amount of \$1,431,374.97 for a grand total of \$2,129,114.04 for the period covering February 11, 2016 to March 2, 2016.

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

Coleman

Meeting Date: March 21, 2016

Item Number: CA.E



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers - March 21, 2016

Date:

March 16, 2016

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council to approve payroll vouchers.

Background Summary:

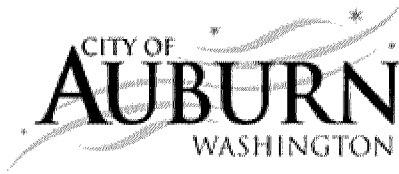
Payroll check numbers 536292 through 536323 in the amount of \$563,005.87 and electronic deposit transmissions in the amount of \$501,190.11 for a grand total of \$1,064,195.98 for the period covering March 3, 2016 to March 16, 2016.

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

Coleman

Meeting Date: March 21, 2016

Item Number: CA.F



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1219

Date:

March 14, 2016

Department:

CD & PW

Attachments:

Budget Status Sheet

Final Pay Estimate No. 6

Vicinity Map

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Final Pay Estimate No. 6 to Contract No. 15-03 in the amount of \$908.85 and accept construction of Project No. CP1219 Valley AC Main Replacement.

Background Summary:

The Valley AC Main Replacement project abandoned 6-inch and 8-inch asbestos cement water mains along 49th Street NW / NE, 85th Avenue S, Auburn Way N, and B Street NW and replaced them with 12-inch ductile iron water mains. The project also included new water services, pavement restoration, and other water appurtenances associated with the replaced water mains.

A project budget contingency of \$30,362.00 remains in the Water 430 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: March 21, 2016

Item Number: CA.G

BUDGET STATUS SHEET

Project No: CP1219

Project Title: Valley AC Main Replacement

Project Manager: Joel Chalmers

Initiation Date: 6/3/13

Advertisement Date: 3/24/2015

Award Date: 4/20/2015

- ☐ Project Initiation

☐ Permission to Advertise

☐ Contract Award

☐ Change Order Approval

☒ Contract Final Acceptance

Date: March 4, 2016

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

Funds Budgeted (Funds Available)

Funding	Prior Years	2015	2016	Future Years	Total
430 Fund - Water Repair and Replacement	136,372	1,175,628			1,312,000
Total	136,372	1,175,628	0	0	1,312,000

Estimated Cost (Funds Needed)

Activity	Prior Years	2015	2016	Future Years	Total
Design Engineering - City Costs	135,948	23,932			159,880
Construction Contract Bid		981,945			981,945
Line Item Changes		53,413	2,098		55,512
Change Order #1		8,375			8,375
Change Order #2		6,860			6,860
Change Order #3			(1,189)		(1,189)
Permit / Other / Testing - King County & Otto	424	857	2,178		3,458
Construction Engineering - City Costs		62,297	4,500		66,797
Total	136,372	1,137,680	7,587	0	1,281,639

430 Water Budget Status

	Prior Years	2015	2016	Future Years	Total
*430 Funds Budgeted ()	(136,372)	(1,175,628)	0	0	(1,312,000)
430 Funds Needed	136,372	1,137,680	7,587	0	1,281,639
*430 Fund Project Contingency ()	0	(37,948)	0	0	(30,362)
430 Funds Required	0	0	7,587	0	0

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

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	1,135,155.6	0.06048	Eq. Adj.	18000.00	\$ 20,432.80	\$ 1,088.64	114%
2	Record Drawings (Minimum Bid \$500)	1	1	1	LS	585.00	\$ 585.00	\$ -	100%
3	Utility Potholing	18	36	36	EA	510.00	\$ 18,360.00	\$ -	200%
4	Mobilization	1	1	1	LS	31725.00	\$ 31,725.00	\$ -	100%
5	Construction Site Sign(s)	2	2	2	EA	935.00	\$ 1,870.00	\$ -	100%
6	Traffic Control Supervisor	1	1	1	LS	16900.00	\$ 16,900.00	\$ -	100%
7	Traffic Control Labor - Flagging (Min. Bid \$38.00 per hour)	810	1787	1787	HR	45.55	\$ 81,397.85	\$ -	221%
8	Clearing and Grubbing	1	1	1	LS	5250.00	\$ 5,250.00	\$ -	100%
9	Roadside Cleanup	1	1	1	LS	5750.00	\$ 5,750.00	\$ -	100%
10	Removal of Structures and Obstructions	1	1	1	LS	13535.00	\$ 13,535.00	\$ -	100%
11	Removal of Concrete or Asphalt Pavement	1348	955.28	955.28	SY	16.00	\$ 15,284.48	\$ -	71%
12	Removal of Cement Concrete Flat Work	100	156	156	SY	19.90	\$ 3,104.40	\$ -	156%
13	Removal of Curb and Gutter	122	72	72	LF	7.50	\$ 540.00	\$ -	59%
14	Crushed Surfacing Top Course	41	92.97	92.97	TON	38.35	\$ 3,565.40	\$ -	227%
15	HMA Cl. 1/2-inch PG 64-22 (Class B)	683	849.84	849.84	TON	114.50	\$ 97,306.68	\$ -	124%
16	HMA Cl. 1-inch PG 64-22 (Class E)	164	335.16	335.16	TON	157.00	\$ 52,620.12	\$ -	204%
17	Asphalt Cold Patch	210	288.82	288.82	TON	115.00	\$ 33,214.30	\$ -	138%
18	Planing Bituminous Pavement	4426	2557	2557	SY	3.90	\$ 9,972.30	\$ -	58%
19	Adjust Manhole	4	4	4	EA	895.00	\$ 3,580.00	\$ -	100%
20	Adjust Catch Basin	1	0	0	EA	560.00	\$ -	\$ -	0%
21	Pipe Foundation Material	727	0	0	TON	58.00	\$ -	\$ -	0%
22	Imported Pipe Bedding	1464	1409.41	1409.41	TON	29.35	\$ 41,366.18	\$ -	96%
23	Select Pipe Trench Backfill	375	501.72	501.72	TON	29.35	\$ 14,725.48	\$ -	134%
24	Imported Pipe Trench Backfill	1452	1405.8	1405.8	TON	24.25	\$ 34,090.65	\$ -	97%
25	Shoring or Extra Excavation Class B	38050	18641	18641	SF	0.50	\$ 9,320.50	\$ -	49%
26	Connect to Existing Water Main	9	9	9	EA	3005.00	\$ 27,045.00	\$ -	100%
27	Special Class 52 Ductile Iron Pipe for Water Main, 4-inch Diameter	312	306	306	LF	41.40	\$ 12,668.40	\$ -	98%
28	Special Class 52 Ductile Iron Pipe for Water Main, 12-inch Diameter	2997	2972	2972	LF	70.00	\$ 208,040.00	\$ -	99%
29	2-inch Blow Off Assembly	2	2	2	EA	1900.00	\$ 3,800.00	\$ -	100%
30	Gate Valve, 4-inch Diameter	1	1	1	EA	655.00	\$ 655.00	\$ -	100%
31	Gate Valve, 8-inch Diameter	3	3	3	EA	1155.00	\$ 3,465.00	\$ -	100%
32	Gate Valve, 12-inch Diameter	7	7	7	EA	2145.00	\$ 15,015.00	\$ -	100%
33	Adjust Valve Box	4	1	1	EA	195.00	\$ 195.00	\$ -	25%
34	Hydrant Assembly	5	5	5	EA	5190.00	\$ 25,950.00	\$ -	100%
35	Resetting Existing Hydrant	1	1	1	EA	1895.00	\$ 1,895.00	\$ -	100%
36	Extensions	3	0	0	LF	600.00	\$ -	\$ -	0%
37	Water Service Connection 3/4 inch Meter with 1 inch Diam. Service Line	43	44	44	EA	950.00	\$ 41,800.00	\$ -	102%
38	Water Service Connection 1 inch Diam.	2	2	2	EA	1253.00	\$ 2,506.00	\$ -	100%
39	Water Service Connection 2 inch Diam.	1	1	1	EA	3440.00	\$ 3,440.00	\$ -	100%
40	Trenchless Service Connection	6	7	7	EA	4550.00	\$ 31,850.00	\$ -	117%
							SCHEDULE SUBTOTAL \$		1,088.64

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
41	Removal of Obstruction for Trenchless Service Connection	1	0		Eq. Adj.	8000.00	\$ -	\$ -	0%
42	Temporary Water Pollution/Erosion Control	1	0.246639	0.082764	Eq. Adj.	10000.00	\$ 2,466.39	\$ 827.64	25%
43	TESC Plan	1	1		LS	390.00	\$ 390.00	\$ -	100%
44	Miscellaneous Roadside Restoration	1	2.451029		Eq. Adj.	10000.00	\$ 24,510.29	\$ -	245%
45	Cement Concrete Traffic Curb and Gutter	122	75		LF	52.35	\$ 3,926.25	\$ -	61%
46	Residential Driveway Apron - HMA	150	71.72222		SY	21.00	\$ 1,506.17	\$ -	48%
47	Industrial or Commercial Driveway Apron	23	49.76		SY	120.00	\$ 5,971.20	\$ -	216%
48	Cement Concrete Sidewalk	100	121.66		SY	99.00	\$ 12,044.34	\$ -	122%
49	Paint Line	5125	3050		LF	0.17	\$ 518.50	\$ -	60%
50	Plastic Crosswalk Stripe and Stop Bar (24 inch wide)	70	186		LF	5.75	\$ 1,069.50	\$ -	266%
51	Plastic Traffic Arrow	3	3		EA	690.00	\$ 2,070.00	\$ -	100%
CO-1	1-inch Meter Setter Replacing 3/4" Meter Setter	49	50		EA	156.09	\$ 7,804.50	\$ -	102%
CO-2	Trenchless Service Connection Extras	1	1		LS	6265.07	\$ 6,265.07	\$ -	100%

SCHEDULE TOTAL \$ 1,916.28

Period Dates
Begin: Oct 21, 2015
End: March 4, 2016

CITY OF AUBURN
PROJECT SUMMARY

CP1219, Valley AC Main Replacement
CO. No. 15-03

PAY ESTIMATE #6 & FINAL

	Original Contract Amount	Contract Change Orders	Total Payment	This Period	Percent/Contract
SCHEDULE A: Water Utility Improvements					
Contract	\$ 896,753.65	\$ 13,913.48	\$ 961,362.75	\$ 1,916.28	106%
Material On Hand		\$			
Sales Tax (+9.5%)	\$ 85,191.60	\$ 1,321.78	\$ 91,329.46	\$ 182.05	
Change Order No 3	\$	\$ (1,189.48)	\$ (1,189.48)	\$ (1,189.48)	
Bond in Lieu of Retainage					
SCHEDULE TOTAL	\$ 981,945.25	\$ 14,045.78	\$ 1,051,502.73	\$ 908.85	

Overall Percent Complete

106%

TOTAL CONTRACT AMOUNT TO DATE (including Sales Tax)
TOTAL PAYMENT TO CONTRACTOR

\$ 1,051,502.73
\$ 1,051,502.73

908.85

PAYMENT DUE CONTRACTOR:

\$ 908.85

Begin: Oct 21, 2015
End: March 4, 2016

CA.G

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CITY OF AUBURN
CP1219

CO. NO. 15-03

PAY ESTIMATE # 6 & FINAL

CONTRACTOR:
Pacific Coast General, LLC
PO Box 1577
Port Orchard, WA 98366
Phone: 360-443-2799

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 = \$ 908.85

Signatures:

Contractor

Date 3-11-16

Inspector

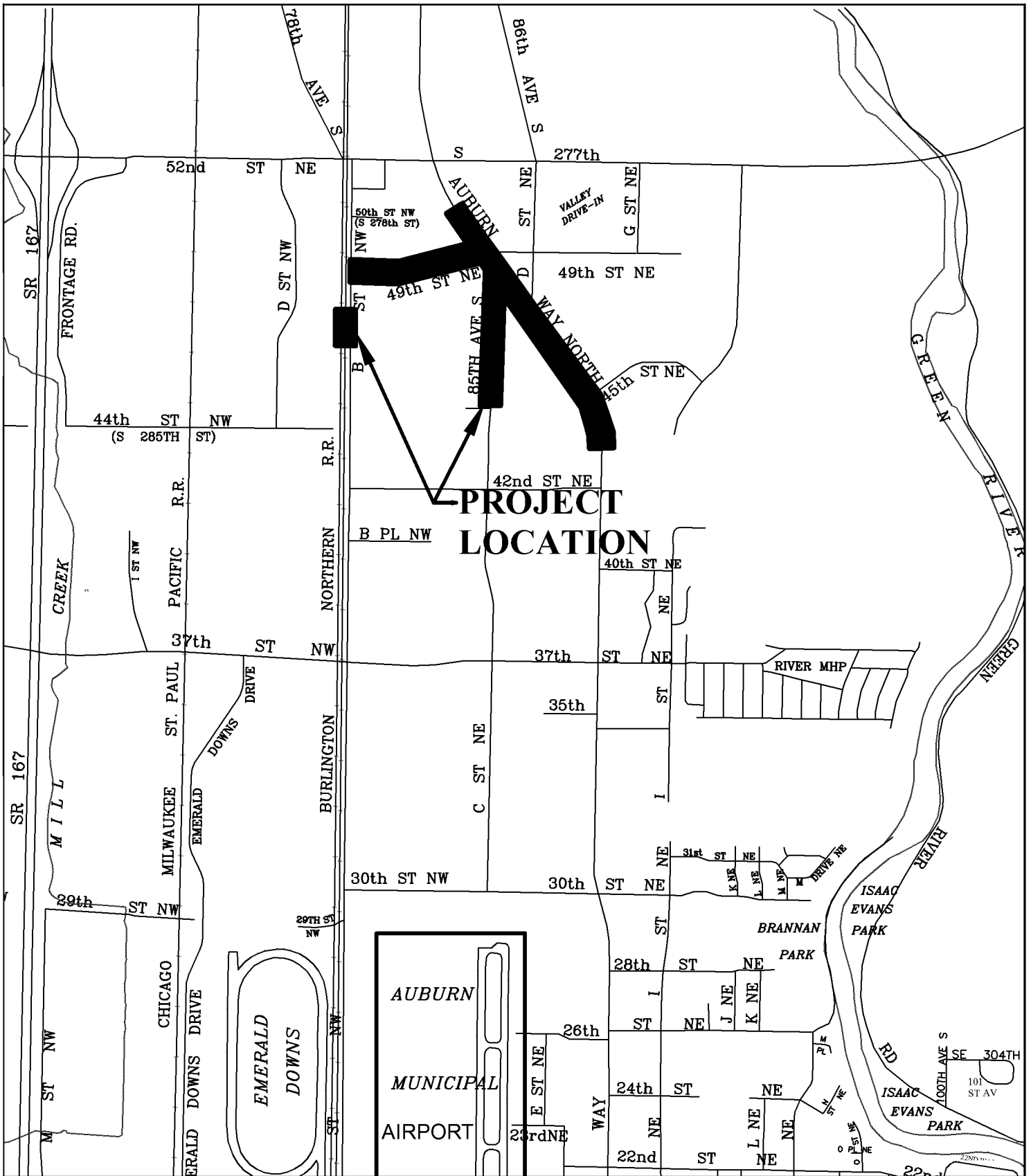
Date 3/8/16

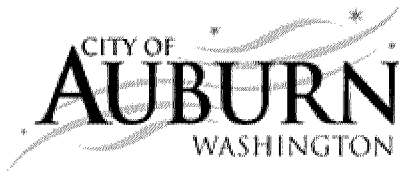
Project Manager

Date 3/8/16

City Engineer

Date





AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1208

Date:

March 14, 2016

Department:

CD & PW

Attachments:

Budget Status Sheet

Final Pay Estimate No. 11

Improvement Matrix

Vicinity Map

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Final Pay Estimate No. 11 to Contract No. 14-10 in the amount of \$2,472.42 and accept construction of Project No. CP1208, Sewer Pump Station Improvements.

Background Summary:

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

A project budget contingency of \$8,667.00 remains in the Sewer 432 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: March 21, 2016

Item Number: CA.H

BUDGET STATUS SHEET

Project No: CP1208	Project Title: Sewer Pump Station Improvements Project
---------------------------	---

Project Manager: Joel Chalmers

Initiation Date: 9/3/13
 Advertisement Date: 8/26/14
 Award Date: 9/15/14

- ☐ Project Initiation

☐ Permission to Advertise

☐ Contract Award

☐ Carry Forward 2016

☒ Contract Final Acceptance

Date: March 9, 2016

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

Funds Budgeted (Funds Available)

Funding	Prior Years	2015 (Actual)	2016	Total
431 Fund - Sewer	201,954	1,229,047	50,000	1,431,001
Total	201,954	1,229,047	50,000	1,431,001

Estimated Cost (Funds Needed)

Activity	Prior Years	2015 (Actual)	2016	Total
Design Engineering - City Costs	86,948	22		86,970
Design Engineering - Consultant Costs	94,326	2,854		97,179
Construction Contract Bid		1,089,274		1,089,274
Line Item Changes		2,331	15,480	17,811
Change Order No. 1		22,843		22,843
Change Order No. 2			54,681	54,681
Change Order No. 3			(10,022)	(10,022)
Easement Acquisition	3,237	438	2,000	5,675
Construction Other - Misc.		8,849		8,849
Construction Engineering - City Costs	17,444	55,810	7,000	80,253
Construction Engineering - Consultant Costs		10,520	8,300	18,820
Total	201,954	1,192,941	77,440	1,472,335

431 Sewer Budget Status

	Prior Years	2015 (Actual)	2016	Total
*431 Funds Budgeted ()	(201,954)	(1,229,047)	(50,000)	(1,481,001)
431 Funds Needed	201,954	1,192,941	77,440	1,472,334
*431 Fund Project Contingency ()	(0)	(36,106)	0	(8,667)
431 Funds Required	0	0	27,440	0

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

CITY OF AUBURN

CP1208

PAY ESTIMATE #11 & FINAL

CO. NO. 14-10
Sewer Pump Station Improvements
11 ments-King County

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	1.7167295	0.112896	Eq.	20,000.00	\$ 34,334.59	\$ 2,257.92	172%
2	Mobilization	1	1	1	LS	53,000.00	\$ 53,000.00	\$ -	100%
3	Traffic Control Labor	112	142.5	142.5	HR	40.00	\$ 5,700.00	\$ -	127%
4	Clearing and Grubbing	1	1	1	LS	33,000.00	\$ 33,000.00	\$ -	100%
5	Removal of Structures and Obstructions	1	1	1	LS	33,000.00	\$ 33,000.00	\$ -	100%
6	Crushed Surfacing Top Course	94.66	94.66	94.66	TON	60.00	\$ 5,679.60	\$ -	100%
7	Asphalt Cold Patch	1	0	0	TON	500.00	\$ -	\$ -	0%
8	Commercial HMA	2	9.25	9.25	TON	500.00	\$ 4,625.00	\$ -	463%
9	HMA Cl. 1/2-inch PG 64-22 (Class B)	63.84	63.84	63.84	TON	500.00	\$ 31,920.00	\$ -	100%
10	Fixed Timber Bollard	2	2	2	EA	2,000.00	\$ 4,000.00	\$ -	100%
11	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, SDR-35, 6-inch Diam.	15	15.5	15.5	LF	97.00	\$ 1,503.50	\$ -	103%
12	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, SDR-35, 12-inch Diam.	8	15.5	15.5	LF	111.00	\$ 1,720.50	\$ -	194%
13	Catch Basin Type 1	1	1	1	EA	700.00	\$ 700.00	\$ -	100%
14	Catch Basin Type 2, 48-inch Diam.	1	1	1	EA	3,100.00	\$ 3,100.00	\$ -	100%
15	Area Drain	1	1	1	EA	1,900.00	\$ 1,900.00	\$ -	100%
16	Pipe Foundation Material	7	0	0	TON	31.00	\$ -	\$ -	0%
17	Imported Pipe Bedding	7	11.21	11.21	TON	29.00	\$ 325.09	\$ -	160%
18	Select Pipe Trench Backfill	30	6.52	6.52	TON	29.00	\$ 189.08	\$ -	22%
19	Imported Pipe Trench Backfill	30	77.31	77.31	TON	29.00	\$ 2,241.99	\$ -	258%
20	Controlled Density Fill (CDF) for Filling Pipe	2	4	4	OY	311.00	\$ 1,244.00	\$ -	200%
21	Shoring or Extra Excavation Class B	198	0	0	SF	1.00	\$ -	\$ -	0%
22	Adjust Valve Box	5	5	5	EA	210.00	\$ 1,050.00	\$ -	100%
23	Hose Bib Relocation	1	1	1	EA	927.00	\$ 927.00	\$ -	100%
24	Wet Well Improvements at F Street (Site #5), Complete	1	1	1	LS	44,000.00	\$ 44,000.00	\$ -	100%
25	Wet Well Improvements at R Street (Site #6), Complete	1	1	1	LS	42,000.00	\$ 42,000.00	\$ -	100%
26	Wet Well Improvements at Rainier Ridge (Site #3),	1	1	1	LS	44,000.00	\$ 44,000.00	\$ -	100%
27	Wet Well Improvements at 22nd Street (Site #2),	1	1	1	LS	42,777.00	\$ 42,777.00	\$ -	100%
28	Wet Well Improvements Valley Meadows (Site #4),	1	1	1	LS	42,000.00	\$ 42,000.00	\$ -	100%
29	Wet Well Improvements 8th Street (Site #1), Complete	1	1	1	LS	43,000.00	\$ 43,000.00	\$ -	100%
30	Generator, Complete	4	4	4	EA	68,000.00	\$ 272,000.00	\$ -	100%
31	Cathodic Protection System, Complete	8	8	8	EA	17,000.00	\$ 136,000.00	\$ -	100%
32	Temporary Water Pollution/Erosion Control	1	0	0	Eq.	2,000.00	\$ -	\$ -	0%
33	Miscellaneous Roadside Restoration	115	0.523358	0.523358	Eq.	5,000.00	\$ 2,616.79	\$ -	52%
34	Cement Concrete Traffic Curb and Gutter	115	126	126	LF	37.00	\$ 4,662.00	\$ -	110%
35	Industrial and Commercial Driveway apron	54	76.85	76.85	SY	50.00	\$ 3,842.50	\$ -	142%
36	Chain Link Fence with Black Slats	260	260	260	LF	40.00	\$ 10,400.00	\$ -	100%
37	Sliding Chain Link Gate - 8 Ft. Wide	3	3	3	EA	700.00	\$ 2,100.00	\$ -	100%
38	Chain Link Man Gate - 4 Ft. Wide	1	1	1	EA	500.00	\$ 500.00	\$ -	100%
39	Double Chain Link Gate - 20 Ft. Wide	1	1	1	EA	2,000.00	\$ 2,000.00	\$ -	100%
40	Cement Concrete Sidewalk	61.59	61.59	61.59	SY	50.00	\$ 3,079.50	\$ -	100%

Begin: Jan 21, 2016

End: Feb 12, 2016

CA.H

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PAY ESTIMATE #11 & FINAL

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
41	Equipment Shelter with Modification	2	2		EA	18,000.00	\$ 36,000.00	\$ -	100%
42	Equipment Shelter, Complete	2	2		EA	18,000.00	\$ 36,000.00	\$ -	100%
43	Paint Line	137	151		LF	10.00	\$ 1,510.00	\$ -	110%
44	Removing Paint Line	144	151		LF	10.00	\$ 1,510.00	\$ -	105%
CO-1-1	F Street Handrailing Credit (BI#24)	-1	1		EA	(3,000.00)	\$ (3,000.00)	\$ -	-100%
CO-1-2	8th Street Platform Credit (BI#28)	-1	1		EA	(10,000.00)	\$ (10,000.00)	\$ -	-100%
CO-1-3	F Street Uni-Hoist Credit (BI#24)	-1	1		EA	(2,000.00)	\$ (2,000.00)	\$ -	-100%
CO-1-4	Rainier Ridge Uni-Hoist Credit (BI#26)	-1	1		EA	(2,000.00)	\$ (2,000.00)	\$ -	-100%
CO-1-5	Additional Conduits (Site's 2 & 6)	1	1		LS	2,009.28	\$ 2,009.28	\$ -	100%
CO-1-6	Raise Electrical Service Cabinet (Site 2)	1	1		LS	3,381.74	\$ 3,381.74	\$ -	100%
CO-1-7	Rainier Ridge 4" Riser Installation (Site 3)	1	1		LS	17,538.92	\$ 17,538.92	\$ -	100%
CO-1-8	F Street 7" Riser Installation (Site 5)	1	1		LS	2,440.84	\$ 2,440.84	\$ -	100%
CO-1-9	R Street formed Manhole Section Adjustment (Site 6)	1	1		EA	3,378.00	\$ 3,378.00	\$ -	100%
CO-1-10	Manhole Section Adjustment	4	4		EA	2,278.00	\$ 9,112.00	\$ -	100%
CO-2-1	R Street Generator Move (Site 6)	1	1		LS	10,448.00	\$ 10,448.00	\$ -	100%
CO-2-2	R Street Generator Doors Modified & Plttail Added (Site	1	1		LS	1,973.66	\$ 1,973.66	\$ -	100%
CO-2-3	Generator Breaker Exchange (Site 1, 2, & 4)	1	1		LS	4,507.25	\$ 4,507.25	\$ -	100%
CO-2	Bid Item #6, additional quantity CSTC		0						
CO-2	Bid Item #9, additional quantity hma Cl. 1/2inch		0						
CO-2	Bid Item #40, additional quantity Cement Sidewalk		0						
CO-3-1	Bypass Pumping Credit	-1	1		EA	(10,000.00)	\$ (10,000.00)	\$ -	-100%
CO-3-2	Reduced Generator Factory Testing Credit	-1	1		LS	(9,000.00)	\$ (9,000.00)	\$ -	-100%
CO-3-3	Extended Overhead Credit	19	19		Days	567.54	\$ 10,783.26	\$ -	100%
SCHEDULE TOTAL							\$ 2,257.92		

Begin: Jan 21, 2016
End: Feb 12, 2016

MATERIALS ON HAND

ITEM NO.	ITEM DESCRIPTION	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST
24	F Street Ladder (Site #5)						
	Material on Hand	1.00		EA	2,305.85	\$ 2,305.85	\$ -
	Material Installed	(1.00)		EA	2,305.85	\$ (2,305.85)	\$ -
	TOTAL	0		EA		\$ -	\$ -
25	R Street Ladder (Site #6)						
	Material on Hand	1.00		EA	2,305.83	\$ 2,305.83	\$ -
	Material Installed	(1.00)		EA	2,305.83	\$ (2,305.83)	\$ -
	TOTAL	0				\$ -	\$ -
26	Rainier Ridge Ladder (Site #3)						
	Material on Hand	1.00		EA	2,305.83	\$ 2,305.83	\$ -
	Material Installed	(1.00)		EA	2,305.83	\$ (2,305.83)	\$ -
	TOTAL	0				\$ -	\$ -
27	22nd Street Ladder (Site #2)						
	Material on Hand	1.00		EA	2,305.83	\$ 2,305.83	\$ -
	Material Installed	(1.00)		EA	2,305.83	\$ (2,305.83)	\$ -
	TOTAL	0				\$ -	\$ -
28	Valley Meadows Ladder (Site #4)						
	Material on Hand	1.00		EA	2,305.83	\$ 2,305.83	\$ -
	Material Installed	(1.00)		EA	2,305.83	\$ (2,305.83)	\$ -
	TOTAL	0				\$ -	\$ -
29	8th Street Ladder (Site #1)						
	Material on Hand	1.00		EA	2,305.83	\$ 2,305.83	\$ -
	Material Installed	(1.00)		EA	2,305.83	\$ (2,305.83)	\$ -
	TOTAL	0				\$ -	\$ -
30	Generator, Complete						
	Material on Hand	1.823456		EA	68,000.00	\$ 123,995.00	\$ -
	Material Installed	(1.82)		EA	68,000.00	\$ (123,995.00)	\$ -
	TOTAL	0				\$ -	\$ -
41	Equipment Shelter, with Modification						
	Material on Hand	1.00		EA	7,488.50	\$ 7,488.50	\$ -
	Material Installed	(1.00)		EA	7,488.50	\$ (7,488.50)	\$ -
	TOTAL	-				\$ -	\$ -
42	Equipment Shelter, Complete						
	Material on Hand	1.00		EA	7,488.50	\$ 7,488.50	\$ -
	Material Installed	(1.00)		EA	7,488.50	\$ (7,488.50)	\$ -
	TOTAL	0				\$ -	\$ -

SCHEDULE TOTAL \$

\$

Period Dates

Begin: Jan 21, 2016

End: Feb 12, 2016

CITY OF AUBURN

CP1208

CO. NO. 14-10

Sewer Pump Station Improvements

PAY ESTIMATE #11 & FINAL SCHEDULE B: Sanitary Sewer Utility Improvements-Pierce County

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
45	Minor Changes	1	0		Eq. Adj.	3,000.00 \$	-	\$ -	0%
46	Mobilization	1	1	1	LS	2,000.00 \$	2,000.00 \$	-	100%
47	Cathodic Protection System, Complete	3	3	3	EA	17,000.00 \$	51,000.00 \$	-	100%

SCHEDULE TOTAL \$ -

Period Dates
Begin: Jan 21, 2016
End: Feb 12, 2016

PAY ESTIMATE #11 & FINAL

Original Contract Amount	Contract Change Orders	Total Payment	This Period	Percent/Contract
\$ 938,822.00	\$ 62,581.35	\$ 1,019,731.09	\$ 2,257.92	102%
\$ 89,188.09	\$ 4,920.82	\$ 96,874.45	\$ 214.50	
	\$ -	\$ -	\$ -	
\$ -	\$ -	\$ (50,986.55)	\$ -	
\$ 1,028,010.09	\$ 67,502.17	\$ 1,065,618.98	\$ 2,472.42	
\$ 56,000.00	\$ -	\$ 53,000.00	\$ -	95%
\$ 5,264.00	\$ -	\$ 4,982.00	\$ -	
		\$ (2,650.00)	\$ -	
\$ 61,264.00	\$ -	\$ 55,332.00	\$ -	

Overall Final Percentage 102%

TOTAL CONTRACT AMOUNT TO DATE (including Sales Tax)
TOTAL PAYMENT TO CONTRACTOR

\$ 1,174,587.54
\$ 1,120,950.98

PAYMENT DUE CONTRACTOR:

\$ 2,472.42

Period Dates
Begin: Jan 21, 2016
End: Feb 20, 2016

SCHEDULE A: Sanitary Sewer Utility Improvements-King County

Contract
Sales Tax (+9.5%)
Material on Hand (MOH)
Bond in Lieu of Retainage 9-18-15
Retainage (-5%)

SCHEDULE TOTAL

SCHEDULE B: Sanitary Sewer Utility Improvements-Pierce County

Contract
Sales Tax (+9.4%)
Bond in Lieu of Retainage 9-18-15
Retainage (-5%)

SCHEDULE TOTAL

CITY OF AUBURN
CP1208

CO. NO. 14-10

PAY ESTIMATE # 11 & FINAL

CONTRACTOR:

R. L. Alia Company
107 Williams Avenue South
Renton, WA 98057
Phone: 425-226-8100

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 = \$ 2,472.42

Signatures:

Contractor

 V.P. Date 3-11-16

Inspector

 Date 3-14-16

Project Manager

 Date 3/11/16

City Engineer

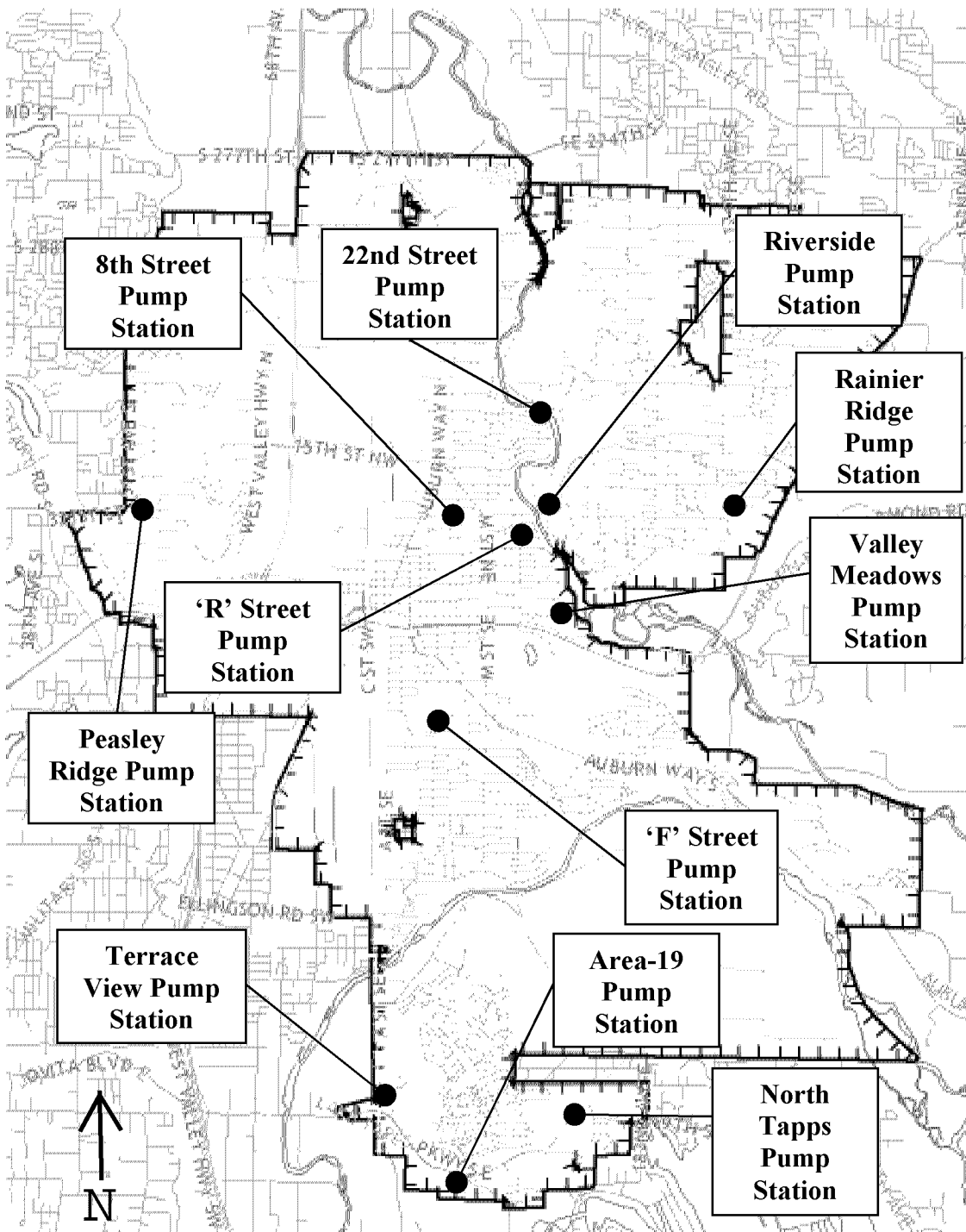
_____ Date _____

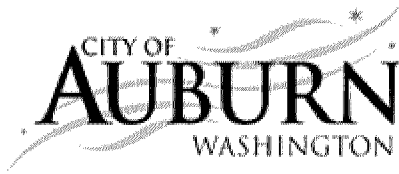
CP1208 Sewer Pump Station Improvement Matrix

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

Sewer Pump Station Improvements Project

Vicinity Map





AGENDA BILL APPROVAL FORM

Agenda Subject:

Agreement with ESRI for GIS Software and Maintenance

Date:

March 16, 2016

Department:

Information Services

Attachments:

ESRI Agreement

Budget Impact:

\$15,000

Administrative Recommendation:

City Council approve the agreement with Esri for GIS software and maintenance.

Background Summary:

The City has had a long relation ship with ESRI. They provide our GIS Software that is in wide use throughout the City.

This agreement is for a three year term, paid annually which covers the use of software, maintenance and online training.

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

Haugan

Meeting Date: March 21, 2016

Item Number: CA.I

**ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**

111 Market Street, Suite 250

Olympia, WA 98501-1099

Phone: 909-793-2853

Fax: 909-307-3049

DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.**Quote is valid from: 01/15/2016 To: 04/14/2016***Quotation # 20481342**

Date: January 15, 2016

Customer # 549 Contract #

City of Auburn

Innovation & Technology Dept

25 W Main St

Auburn, WA 98001

ATTENTION: Ashley Riggs

PHONE: (253) 288-3149

FAX: 253-876-1900

Material	Qty	Description	Unit Price	Total
110037	1	Year 3 - Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
110037	1	Year 4 - Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
110037	1	Year 5 - Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
			Item Total:	150,000.00
			Subtotal:	150,000.00
			Sales Tax:	14,250.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$164,250.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Heather Glock

Email: hglock@esri.com

Phone: 909-793-2853 x8948

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

**Esri Use Only:**

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**SMALL ENTERPRISE LICENSE AGREEMENT
COUNTY AND MUNICIPALITY
(E214-3)**

This Agreement is by and between the organization identified in the Quotation ("**Licensee**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Licensee's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, and the USA federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities**Desktop Software and Extensions**

ArcGIS for Desktop Advanced
ArcGIS for Desktop Standard
ArcGIS for Desktop Basic
ArcGIS for Desktop Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
Schematics, ArcGIS Workflow Manager for Desktop,
ArcGIS Data Reviewer

Server Software and Extensions

ArcGIS for Server Workgroup and Enterprise (Advanced,
Standard, and Basic)
ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS
Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS
Network Analyst, ArcGIS Schematics, ArcGIS Workflow
Manager for Server, ArcGIS Image Extension for Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase
Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime Standard
ArcGIS Runtime Standard Extensions: ArcGIS 3D
Analyst, ArcGIS Spatial Analyst, ArcGIS Network
Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer
Network (EDN) Standard*
One (1) Esri CityEngine Advanced Single Use License
One (1) Esri CityEngine Advanced Concurrent Use
License
One (1) ArcGIS Online Subscription
One (1) Portal for ArcGIS Subscription

OTHER BENEFITS

One (1) ArcGIS Online subscription with specified named users and credits as determined in the program description	Level 4
One (1) Portal for ArcGIS term subscription with specified named users as determined in the program description	Level 4
Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested **	2
Virtual Campus Annual User License allowance	10,000
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items.

**Additional sets of backup media may be purchased for a fee.

Licensee may accept this Agreement by signing and returning the whole Agreement with a sales quotation, purchase order, or other document ("Ordering Document") that matches the Quotation and references this Agreement. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** Unless otherwise mutually agreed to, this Agreement is effective as of the date of the last signature on the signature page ("Effective Date") or, if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this Agreement by reference.

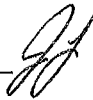
Term of Agreement: 3 years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Licensee)

By: _____
Authorized Signature



Printed Name: _____

Title: _____

Date: _____

LICENSEE CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Licensee's organization(s).

"Fee" means the fee set forth in the Quotation.

"Incident" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means (i) the applicable license agreement incorporated by this reference that is found at <http://www.esri.com/legal/software-license>; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between the parties that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Licensee during the term of this Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Licensee.

"Technical Support" means the technical assistance for attempting resolution of a reported Incident through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Licensee's point of contact(s) to provide all Tier 1 Support within Licensee's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when an Incident cannot be resolved through Tier 1 Support. Licensee will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. The term of this Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified on the signature page, unless this Agreement is terminated earlier as provided herein. Licensee is only authorized to use Products during the term of this Agreement. For an Agreement with a limited term, Esri does not grant Licensee an indefinite or perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses and all Maintenance, Esri Virtual Campus access, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will be given a period of thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Licensee is unable to secure

funding through the legislative or governing body's approval process.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Licensee. Licensee may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Products schedule at no additional charge. Licensee's use of new or updated Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the term of this Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Licensee may continue to use Products already Deployed for the term of this Agreement, but Licensee will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits specified in the most current applicable Esri Standard Maintenance Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Licensee may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Licensee will provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of an Incident. The Tier 1 Help Desk will obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Incident.

5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Licensee may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Incident submitted by Tier 1 Help Desk.
5. When the Incident is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Licensee will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Licensee will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Licensee will provide Esri with a written report detailing all Deployments. Upon request, Licensee will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Licensee will issue an Ordering Document upon execution of this Agreement and annually thereafter in accordance with the Quotation. Payment will be due and payable within thirty (30) calendar days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) calendar days of execution of this Agreement. Esri's federal ID number is 95-2775-732.
- b. Upon receipt of the initial Ordering Document from Licensee, Esri will authorize download of the Products to Licensee for Deployment. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause the Fee to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee will pay any such sales or use tax associated with its receipt of tangible media.
- c. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables the Products to operate.

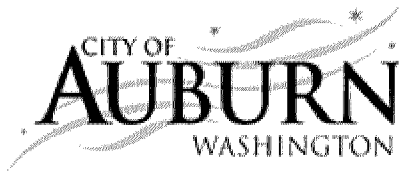
8.2 Order Requirements

- a. All orders pertaining to this Agreement will be processed through Licensee's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Licensee is a commercial entity, Licensee will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization will uninstall, remove, and destroy or transfer the Products to Licensee.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Licensee will require any successor entity to uninstall, remove, and destroy the Products, and this Agreement will terminate upon such Ownership Change.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6586, Second Reading

Date:

March 15, 2016

Department:

CD & PW

Attachments:

Ordinance No. 6586
Exhibit A (Ordinance No. 6344)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Ordinance No. 6586.

Background Summary:

Per Auburn City Code Chapter 20.06.130 and Section 3 B of existing Franchise Agreement No. 10-23, Ordinance No. 6344, the Grantee may renew this Franchise for an additional five year period upon submission and approval of the application specified under ACC 20.06.130.

New Cingular Wireless PCS, LLC has applied for renewal and correction to their existing Franchise Agreement to continue to operate within the City's rights of way a wireless telecommunications facility adjacent to 2604 Auburn Way North. The existing facilities consist of wireless telecommunications antennas mounted on top of a 94 foot 7-inch Puget Sound Energy (PSE) pole and associated transmission equipment and conduit located in the City's right-of-way. During review of the application and existing Agreement it was determined that the location description for the coordinates of the facilities listed in Exhibit A of Ordinance No 6344 was incorrect. Correction to this exhibit to reflect the actual location of the facilities is required to correctly identify them in the agreement. The applicant is currently in compliance with all licensing, bonding and insurance requirements of the existing Franchise Agreement and Auburn City Code. Any future changes to the facilities would be managed through the City's permitting processes that are a requirement of the existing Franchise Agreement.

Approval of Ordinance No.6586 would renew Franchise Agreement No. 10-23 for an additional five years from the effective date of Ordinance No. 6586 and correct the location description in Exhibit A of the Agreement.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: March 21, 2016

Item Number: ORD.A

ORDINANCE NO. 6586

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE RENEWAL
OF FRANCHISE AGREEMENT NO. 10-23 AND
AMENDMENT OF ORDINANCE NO. 6344 WITH NEW
CINGULAR WIRELESS PCS, LLC

WHEREAS, On February 22, 2011, the City Council adopted Ordinance No. 6344, granting a wireless communications franchise to New Cingular Wireless PCS, LLC ("Grantee"); and,

WHEREAS, the coordinates for the location of the wireless facilities are inaccurately listed in Exhibit A of the franchise agreement, No. 10-23; and

WHEREAS, New Cingular Wireless PCS, LLC wishes to renew Franchise Agreement No.10-23 for an additional five year term and correct the facilities location description; and

WHEREAS, following proper notice, the City Council held a public hearing on the Grantee's request for renewal and correction of the facilities location description of Franchise Agreement No. 10-23, at which time representatives of Grantee and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, based upon the foregoing recital clauses and from information presented at such public hearing and from facts and circumstances developed or discovered through independent study and investigation, the City Council in Compliance with RCW 35.99 now deems it appropriate and in the best

interest of the City and its inhabitants that the renewal and correction of Franchise Agreement No. 10-23 be granted to the Grantee.

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

Section 1. Subject to the conditions set forth in this Ordinance, the City approves Grantee's application for renewal for one five-year period as provided for in Section 3 B of Ordinance No. 6344, Franchise Agreement No. 10-23, a copy of which is attached hereto and marked as Exhibit A. Such five-year renewal period shall commence on the effective date of this Ordinance.

Section 2. Exhibit A of Ordinance No. 6344 is amended and hereby replaced with Exhibit A, attached hereto, and a new Exhibit C-1 is added as an Exhibit to Ordinance No. 6344, which additional Exhibit is also attached hereto.

Section 3. All other provisions of Ordinance No. 6344 shall remain unchanged and in full force and effect.

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

Section 6. Effective date. This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

FIRST READING: _____

SECOND READING: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

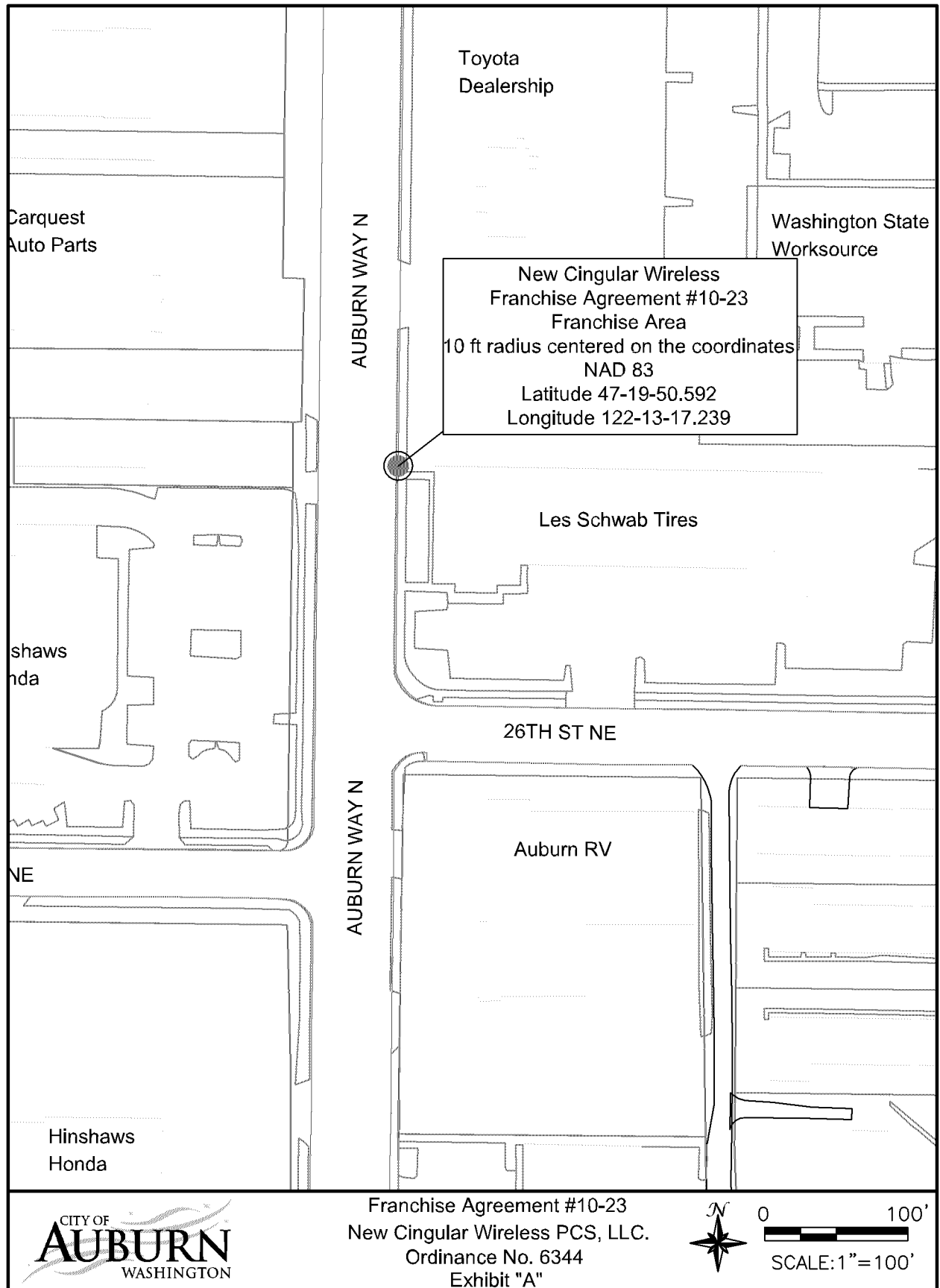
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: _____

Ordinance No. 6586
Franchise Agreement No. 10-23, Renewal
January 25, 2016
Page 3 of 5



Ordinance No. 6586

Franchise Agreement No 10-23, Renewal

January 25, 2015

Page 4 of 5

Page 50 of 225

EXHIBIT "C-1"

STATEMENT OF ACCEPTANCE

New Cingular Wireless PCS, LLC, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise Agreement, Ordinance No. 6344, attached hereto and incorporated herein by this reference as amended by Ordinance No. 6586.

NEW CINGULAR WIRELESS PCS, LLC

A Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Date: _____

Name:

Title:

STATE OF _____)
)ss.

COUNTY OF _____)

On this ____ day of _____, 20____, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

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

Signature

NOTARY PUBLIC in and for the State of

_____, residing at _____

MY COMMISSION EXPIRES: _____

Ordinance No. 6586

Franchise Agreement No. 10-23, Renewal

January 25, 2016

Page 5 of 5

ORDINANCE NO. 6344

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, A FRANCHISE FOR A WIRELESS COMMUNICATION SERVICE PROVIDER

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

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

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

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

Section 1. Grant of Right to Use Franchise Area

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

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

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

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

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

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

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

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

Section 2. Notice

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

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

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

Grantee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # WA416
Cell Site Name: Christopher
Fixed Asset #: 10013466
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # WA416
Cell Site Name: Christopher
Fixed Asset #: 10013466
P.O. Box 97061
Redmond, WA 98073-9761
16331 NE 72nd Way, RTC1
Redmond, WA 98052

(U.S. Mail)

(overnight courier)

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other.

B. Any changes to the above-stated Grantee information shall be sent to the City's Right-of-Way Manager, with copies to the City Clerk, referencing the title of this agreement.

C. The above-stated Grantee voice and fax telephone numbers shall be staffed at least during normal business hours, Pacific time zone.

Section 3. Term of Agreement

A. This Franchise shall run for a period of five (5) years, from the date of execution specified in Section 5.

B. **Renewal Option of Term:** The Grantee may renew this Franchise for an additional five (5) year period upon submission and approval of the application specified under ACC 20.06.130, as it now exists or is amended, within the timeframe set forth therein (currently 240 to 180 days prior to expiration of the then-current term). Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall only submit those materials deemed

necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the ACC.

C. **Failure to Renew Franchise – Automatic Extension.** If the Parties fail to formally renew this Franchise prior to the expiration of its term or any extension thereof, the Franchise automatically continues month to month until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew the Franchise.

Section 4. Definitions

For the purpose of this agreement:

“ACC” means the Auburn City Code.

“Emergency” means a condition of imminent danger to the health, safety and welfare of persons or property located within the City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

“Maintenance or Maintain” shall mean examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

“Relocation” means permanent movement of Grantee facilities required by the City, and not temporary or incidental movement of such facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

“Rights-of-Way” means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-ways and similar public properties and areas.

Section 5. Acceptance of Franchise

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, attached hereto as Exhibit “C,” and incorporated by reference, (2) all verifications of insurance coverage specified under Section 15, and (3) the financial guarantees specified in Section 16 (collectively, “Franchise Acceptance”). The date that such Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.

B. Should the Grantee fail to file the Franchise Acceptance with the City Clerk within 30 days after the effective date of the ordinance approving the Franchise, said agreement will automatically terminate and shall be null and void.

Section 6. Construction and Maintenance

A. The Grantee shall apply for, obtain, and comply with the terms of all permits required under ACC Chapter 12.24 for any work done upon Grantee Facilities. Grantee shall comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner.

B. Grantee agrees to coordinate its activities with the City and all other utilities located within the public right-of-way within which Grantee is under taking its activity.

C. The City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the public right-of-way and may from time to time, pursuant to the applicable sections of this Franchise, require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.

D. Before commencing any work within the public right-of-way, the Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

E. Tree Trimming. Upon prior written approval of the City and in accordance with City ordinances, Grantee shall have the authority to reasonably trim trees upon and overhanging streets, public rights-of-way, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit.

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City Right-of-Way Manager in writing as promptly as possible, before such repair or emergency work commences, or as soon

thereafter as possible, if advance notice is not practical. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances.

Section 8. Damages to City and Third-Party Property

Grantee agrees that should any of its actions under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property to a safe condition. Such repair work shall be performed and completed to the satisfaction of the City Engineer.

Section 9. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to the Grantee Facilities. However, to the extent that the Grantee Facilities are completed and installed prior to another utility's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Grantee Facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or right-of-way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section shall not apply to any City facilities or utilities that may in the future require the relocation of Grantee Facilities. Such relocations shall be governed by Section 11.

B. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities; provided, that for development of new areas, the City, together with Grantee and other utility purveyors or authorized users of the Public Way, will develop and follow the Public Works Director's determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this agreement and to a Franchise agreement, should one become necessary.

Section 10. Grantee Information

A. Grantee agrees to supply, at no cost to the City, any information reasonably requested of the City Right-of-Way Manager to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information shall include, at a minimum, as-built drawings of Grantee

Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within the City. Said information may be requested either in hard copy and/or electronic format, compatible with the City's data base system, as now or hereinafter existing, including the City's geographic information Service (GIS) data base. Grantee shall keep the City Right-of-Way Manager informed of its long-range plans for coordination with the City's long-range plans.

B. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the parties agree to work together to avoid disclosures of information which would result in economic loss or damage to Grantee because of mandatory disclosure requirements to third persons. Grantee shall indemnify and hold harmless the City for any loss or liability for costs for attorneys fees because of non-disclosures requested by Grantee under Washington's open public records law, provided reasonable notice and opportunity to defend was given to Grantee or Grantee is made aware of the pending of a request or claim.

Section 11. Relocation of Grantee Facilities

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

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

Section 12. Abandonment and or Removal of Grantee Facilities

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

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

Section 13. Undergrounding

A. The parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Grantee shall underground the Grantee Facilities in the manner specified by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99 **[RCW 35.99 is applicable to telecommunications and cable TV franchises remove citation for other franchisees]**. Where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility facilities being undergrounded.

Section 14. Indemnification and Hold Harmless

A. The Grantee shall defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with the Grantee's performance under this Franchise, except to the extent such costs, claims, injuries, damages, losses, suits, or liabilities are caused by the negligence of the City.

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

C. The Grantee acknowledges that neither the City nor any other public agency with responsibility for fire fighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), the Grantee shall indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

D. Acceptance by the City of any work performed by the Grantee shall not be grounds for avoidance of this section.

E. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 15. Insurance

A. The Grantee shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, its agents, representatives, or employees in the amounts and types set forth below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a combined single limit for bodily injury and property damage of \$1,000,000 per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance with limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01 or equivalent and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be included as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Professional Liability insurance with limits of \$1,000,000 per claim or wrongful act and in the aggregate for all professionals employed or retained by Grantee to perform services under this Franchise.

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

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

1. The Grantee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Grantee's insurance and shall not contribute with it.

2. The Grantee's insurance shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days' prior written notice by mail has been given to the City.

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

D. Verification of Coverage. Grantee shall furnish the City with documentation of insurer's A.M. Best rating and with original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

E. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self insurance is subject to approval by the City.

F. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 16. Performance Security

The Grantee shall provide the City with a financial guarantee in the amount of Fifty Thousand Dollars (\$50,000) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or

abandonment of facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to the City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit the Grantee's liability to the guarantee amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 17. Successors and Assignees

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.

B. This Franchise shall not be leased, assigned or otherwise alienated without the express consent of the City by ordinance, which approval shall not be unreasonably withheld.

C. Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (b) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) An application fee which shall be set by the City, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

D. Prior to the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee shall file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution

A. In the event of a dispute between the City and the Grantee arising by reason of this Agreement, the dispute shall first be referred to the operational officers or representatives designated by Grantor and Grantee to have oversight over the administration of this Agreement. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting,

whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

Section 19. Enforcement and Remedies Including Termination

A. If the Grantee shall willfully violate, or fail to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Grantee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the financial guarantee set forth in Section 16 for every day after the expiration of the cure period that the breach is not cured.

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

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Grantee shall comply with all applicable federal and state or City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with

federal laws and regulations, affecting performance under this Franchise. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Grantee's concerns to the maximum extent the City deems possible.

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

Section 21. License, Tax and Other Charges

This Franchise shall not exempt the Grantee from any future license, tax, or charge which the City may hereinafter adopt pursuant to authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

Section 22. Consequential Damages Limitation

Notwithstanding any other provision of this Agreement, in no event shall either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

Section 23. Severability

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

Section 24. Titles

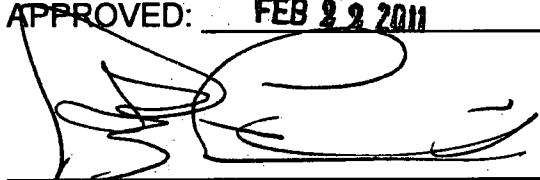
The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

Section 25. Implementation.

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

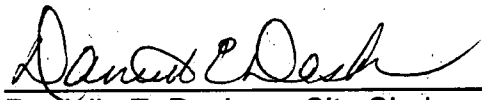
Section 26. Effective date.

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

INTRODUCED: FEB 22 2011
PASSED: FEB 22 2011
APPROVED: FEB 22 2011


PETER B. LEWIS, MAYOR

ATTEST:



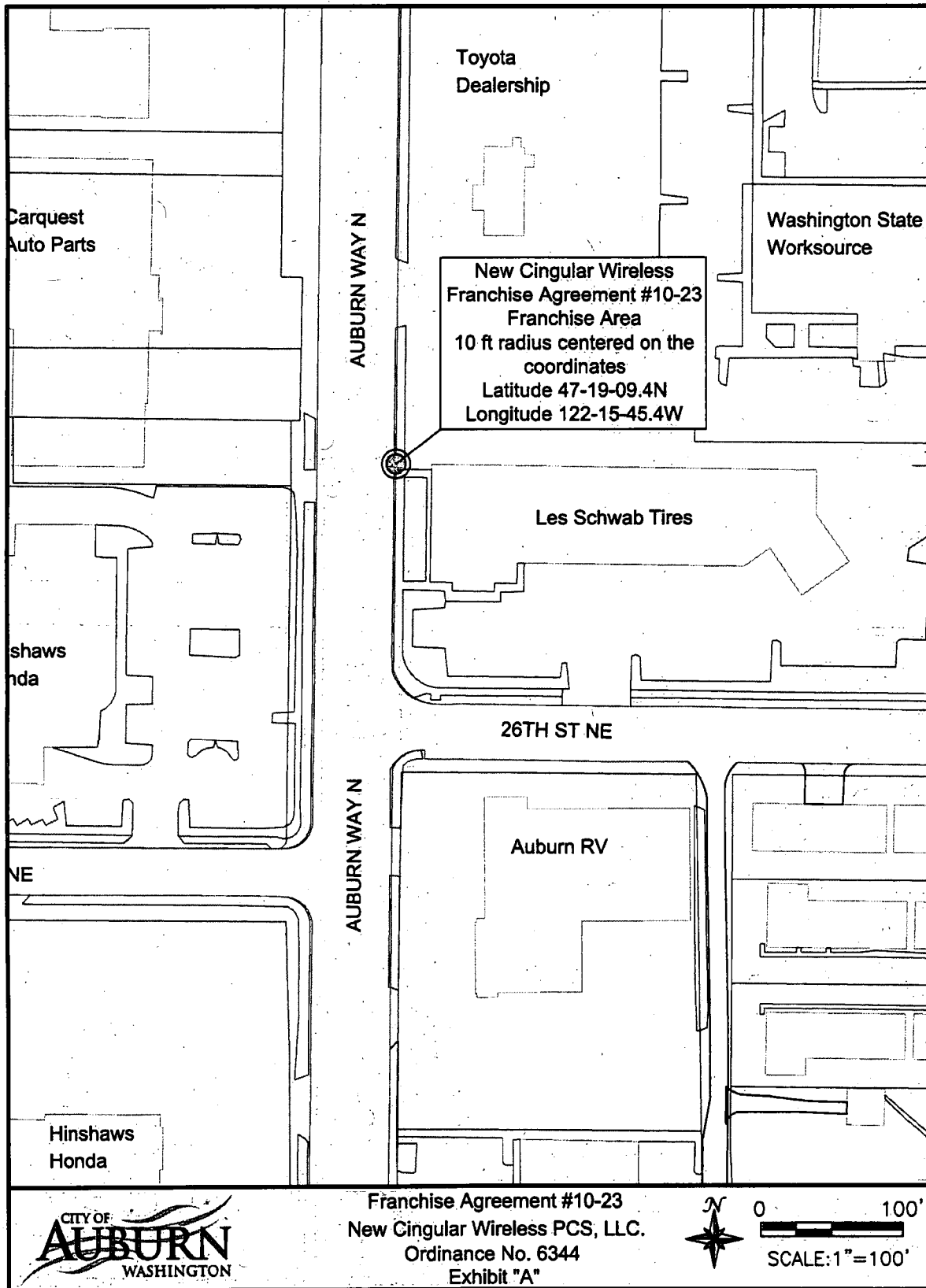
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Published: February 25, 2011



W0222-2B

Grantee Facilities and Services

**Cell Tower Facility providing
wireless communications services by antennas,
RF frequency and associated ground equipment.
Coverage intended for the Auburn Way North
commercial areas and adjacent vicinities.**



**Franchise Agreement #10-23
New Cingular Wireless PCS, LLC.
Ordinance No. 6344
Exhibit "B"**

W0222-2C

EXHIBIT "C"

STATEMENT OF ACCEPTANCE

New Cingular Wireless PCS, LLC, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

NEW CINGULAR WIRELESS PCS, LLC
A Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: Ray J. Willy
Name: Ray J. Willy
Title: Sr. Project Manager

Date: 3-17-11

STATE OF Oregon
COUNTY OF Deschutes ss.)

On this 17 day of March, 2010, before me the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared, Ray J. Willy of New PCS LLC the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

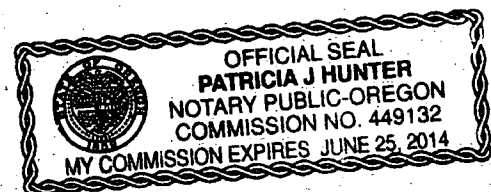
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

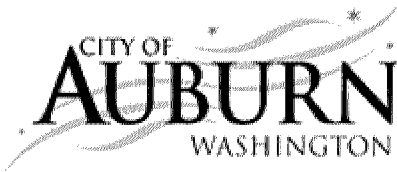
Patricia J. Hunter
Signature

NOTARY PUBLIC in and for the State of
Oregon, residing at Bend

MY COMMISSION EXPIRES: 6-25-2014

Ordinance No. xxxx
DATE
Page 15 of 15





AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6589, Second Reading

Date:

March 15, 2016

Department:

Community Development
and Public Works

Attachments:

Ordinance No. 6589
Exhibit 1 - Vicinity Map
Exhibit 2 Plat Map
Exhibit 3 - Hearing Examiner Decision
Exhibit 4 - Certificate of Improvements

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Ordinance No. 6589.

Background Summary:

Nick Abdelnour, representing Peasley Canyon Homes, LLC, has made application for the Final Plat of "Canyon Creek at Peasley – Division 1" (originally known as "Auburn Assemblage"); located on the south side of 321st St. S, between 46th Pl. S. and 51st Ave. S., in the "West Hill" area of the City, see Exhibit 1. This Final Plat is the first of two phases subdividing approximately 34.35 acres into 154 single-family residential lots; this phase ("Division 1") subdivides approximately 23.61-acres into 77 single-family residential lots, one tract for stormwater, two tracts for the future development of the second phase, four tracts for access and utilities, six tracts for HOA maintained open spaces, two tracts for future conveyance to adjoining property owners, and dedication of public right-of-way, see Exhibit 2. The preliminary plat was approved by the City of Auburn Hearing Examiner on July 15, 2014 (PLT13-0006) with 33 conditions; see Exhibit 3.

The plat has been developed in accordance with the R-7 Residential zoning district as defined by Chapter 18.07 ACC (Residential Zones), Title 17 ACC (Land Adjustments and Division), Chapters 58.17 and 35A.58 RCW, and the applicable conditions of the preliminary plat approval.

A Certificate of Improvements has been issued by the City Engineer, accepting completion of all required plat improvements; except the following items which the Developer has bonded for (see Exhibit 4):

1. On- site: final lift of asphalt, adjustment of utility castings to grade and installation of monuments; and,
2. Off-site: final lift of asphalt, adjustment of utility castings to grade and installation of monuments.

The various divisions of the Community Development and Public Works Department have reviewed the Final Plat Map of Canyon Creek at Peasley – Division 1 and find that all requirements have been met.

Reviewed by Council Committees:

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

Councilmember:

Staff: Snyder

Meeting Date: March 21, 2016

Item Number: ORD.B

ORDINANCE NO. 6 5 8 9

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE FINAL PLAT OF CANYON CREEK AT PEASLEY – DIVISION 1

WHEREAS, the City of Auburn received a final plat application for the Plat of Canyon Creek at Peasley – Division 1, Application No. PLT15-0002, the final approval of which is appropriate for City Council Action; and

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

FINDINGS OF FACT

1. Peasley Canyon Homes, LLC has made application for the Final Plat of "Canyon Creek at Peasley – Division 1".
2. The Preliminary Plat of "Canyon Creek at Peasley" (PLT13-0006) [originally known as "Auburn Assemblage"] was approved by the City's Hearing Examiner on July 15, 2014, as a single phase.
3. The Plat of "Canyon Creek at Peasley" will be developed in two phases with "Canyon Creek at Peasley – Division 1" being the first phase.
4. The Plat of "Canyon Creek at Peasley – Division 1" has been developed in accordance with all applicable conditions of the Preliminary Plat.
5. A Certificate of Improvements has been issued by the City Engineer. The applicant has provided a security in lieu of completion for the outstanding improvements which includes the final lift of asphalt, and sod installation and Roundup application.

CONCLUSIONS OF LAW

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

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

Section 1. Approval. Canyon Creek at Peasley – Division 1, a
subdivision involving property located within the City of Auburn, Washington,
which plat is legally described on Sheet 1 of 11 of the Final Plat and set forth
below:

PARCEL A
THE EAST 330 FEET OF THE SOUTH HALF OF THE
SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF
THE NORTHEAST QUARTER, IN SECTION 15, TOWNSHIP 21
NORTH RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON.

PARCEL B
THE NORTH HALF OF THE NORTHEAST QUARTER OF THE
NORTHEAST QUARTER AND THE WEST 12 FEET OF THE
NORTH HALF OF THE SOUTH HALF OF SAID NORTHEAST
QUARTER OF THE NORTHEAST QUARTER IN SECTION 15,
TOWNSHIP 21 NORTH RANGE 4 EAST, W.M., IN KING
COUNTY, WASHINGTON;

EXCEPT THAT PORTION LYING NORTH OF THE SOUTH LINE
OF SOUTH 321ST STREET;

AND EXCEPT THAT PART IN ROADS.

PARCEL C
THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST
QUARTER OF THE NORTHEAST QUARTER OF SECTION 15,
TOWNSHIP 21 NORTH RANGE 4 EAST, W.M., IN KING
COUNTY, WASHINGTON;

EXCEPT THE WEST 12 FEET THEREOF;

AND EXCEPT THE EAST 285 FEET THEREOF;

AND EXCEPT THAT PORTION IN 46TH PLACE SOUTH
(KNICKERBACKER ROAD).

PARCEL D

THE SOUTH 20 FEET OF THE WEST 105 FEET OF THE EAST 135 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTH 30 FEET OF THE WEST 150 FEET OF THE EAST 285 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER ALL IN SECTION 15, TOWNSHIP 21 NORTH RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

PARCEL E

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 165 FEET OF THE EAST 357.49 FEET THEREOF.

PARCEL F

LOT 1 OF KING COUNTY SHORT PLAT 1280053R RECORDED SEPTEMBER 23, 1986 UNDER RECORDING NO. 8609230856, IN KING COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF SOUTH 324TH STREET ADJOINING, WHICH ATTACHED BY OPERATION OF LAW PURSUANT TO CITY OF AUBURN ORDINANCE 6509 RECORDED UNDER RECORDING NUMBER 20151022000245.

PARCEL G

LOT 2 OF KING COUNTY SHORT PLAT 1280053R RECORDED SEPTEMBER 23, 1986 UNDER RECORDING NO. 8609230856, IN KING COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF SOUTH 324TH STREET ADJOINING, WHICH ATTACHED BY OPERATION OF LAW PURSUANT TO CITY OF AUBURN ORDINANCE 6509 RECORDED UNDER RECORDING NUMBER 20151022000245.

PARCEL H

LOT 3 OF KING COUNTY SHORT PLAT NUMBER 1280053R RECORDED SEPTEMBER 23, 1986 UNDER RECORDING NUMBER 8609230856, IN KING COUNTY, WASHINGTON.

PARCEL I

LOT 2 OF KING COUNTY SHORT PLAT NUMBER 387019
RECORDED MAY 24, 1988 UNDER RECORDING NUMBER
8805240164, IN KING COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF SOUTH 324TH STREET
ADJOINING, WHICH ATTACHED BY OPERATION OF LAW
PURSUANT TO CITY OF AUBURN ORDINANCE 6509
RECORDED UNDER RECORDING NUMBER 20151022000245.

[King County Tax Parcel Nos. 152104-9017, 152104-9157, 152104-
9019, 152104-9020, 152104-9001, 926280-0201, 926280-0203,
926280-0194, 926280-0271]

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 phrase 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: _____

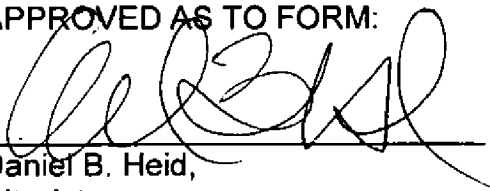
CITY OF AUBURN

NANCY BACKUS,
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

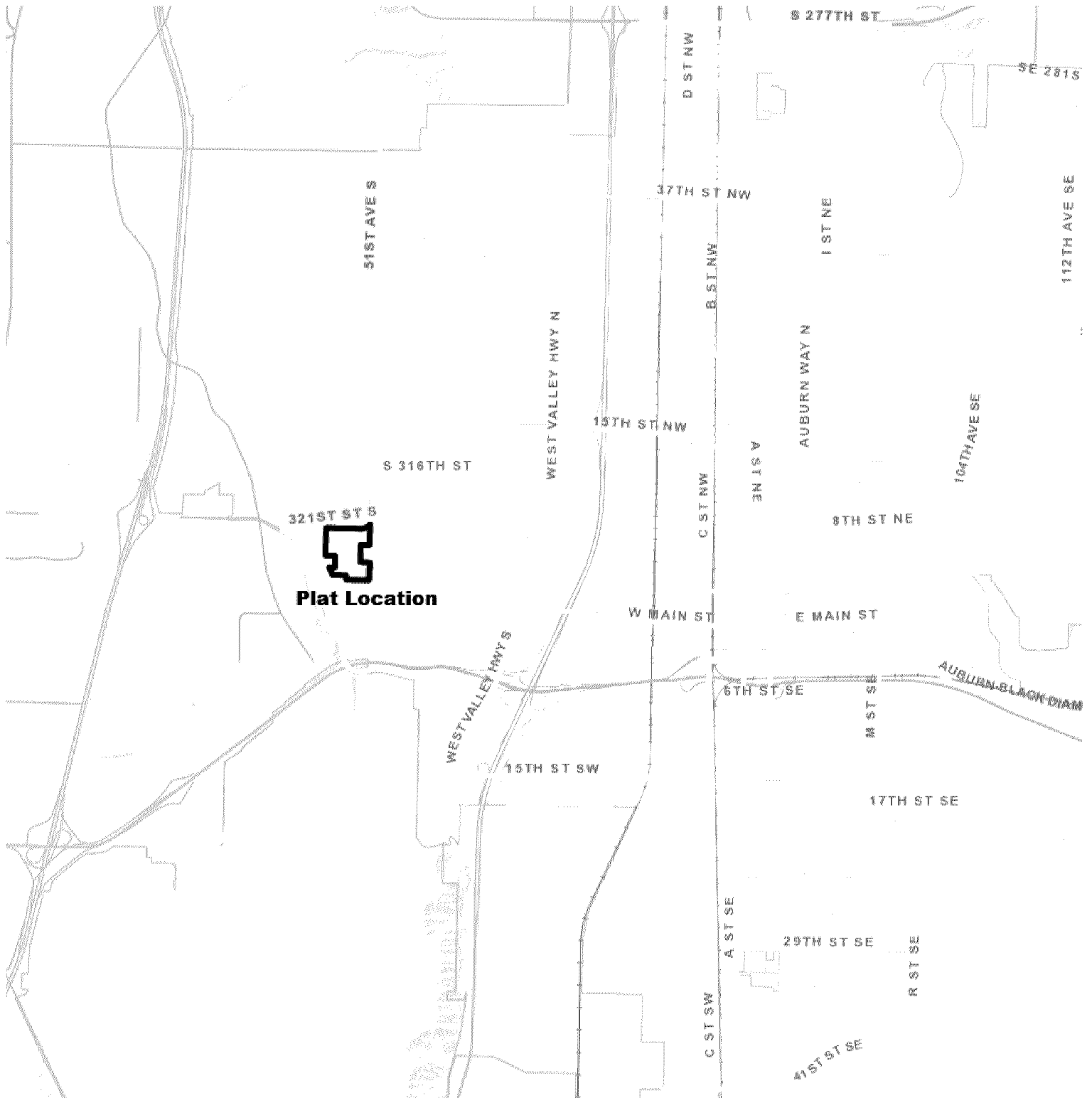
APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

Published: _____

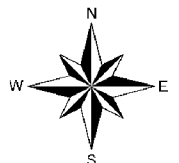
Vicinity Map - Canyon Creek at Peasley Division 1



Printed Date:3/9/2016

Map Created by City of Auburn eGIS

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



CANYON CREEK AT PEASLEY - DIVISION I

A PORTION OF THE NE 1/4, NE 1/4 AND SE 1/4, NE 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, WM.
CITY OF AUBURN, KING COUNTY, WASHINGTON

SHEET 2 OF 11

RESTRICTIONS OF RECORD

THE FOLLOWING MATTERS OF RECORD WERE TAKEN FROM FIRST AMERICAN TITLE INSURANCE COMPANY, SCHEDULE B, GUARANTEE NO. 219185A, DATED OCTOBER 28, 2015.

- THIS SITE IS SUBJECT TO FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOD-UP, ON CONNECTION CHARGES AND LATERAL CHARGES FOR SEWER, WATER AND PUBLIC FACILITIES OF AS DISCLOSED BY INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 200111000060, 1805100210, AND 1806100516. NOT SHOWN HEREON.
- REMOVED IN SUPPLEMENTAL REPORT NO. 3
- REMOVED IN SUPPLEMENTAL REPORT NO. 3
- REMOVED IN SUPPLEMENTAL REPORT NO. 3
- THIS SITE IS SUBJECT TO AN EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN FOR INGRESS AND EGRESS AS RECORDED UNDER RECORDING NUMBER 5854232. AFFECTS PARCEL A. NOT SHOWN, THE EASEMENT IS BLANKET IN NATURE.
- THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS AND/OR RESTRICTIONS CONTAINED IN THE FOLLOWING INSTRUMENT RECORDED UNDER RECORDING NUMBER 5854232. AFFECTS PARCEL A. NOT SHOWN, THE DESCRIPTION IS INSUFFICIENT TO DETERMINE ITS EXACT LOCATION.
- THIS SITE IS SUBJECT TO THE RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS FOR COUNTY OF KING AS GRANTED BY DEED RECORDED UNDER RECORDING NUMBER 710100530. AFFECTS PARCEL A. NOT SHOWN, THE DESCRIPTION IS INSUFFICIENT TO DETERMINE ITS EXACT LOCATION.
- THIS SITE IS SUBJECT TO THE RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS FOR COUNTY OF KING AS GRANTED BY DEED RECORDED UNDER RECORDING NUMBER 730630346. AFFECTS PARCEL B. NOT SHOWN, THE DESCRIPTION IS INSUFFICIENT TO DETERMINE ITS EXACT LOCATION.
- THIS SITE IS SUBJECT TO THE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF BETWEEN NORMAN HUBNER AND LORRAINE HYS WIFE AND WATER DISTRICT NO. 124 AS RECORDED UNDER RECORDING NUMBER 7305710413. AFFECTS PARCEL B.
- THIS SITE IS SUBJECT TO AN EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREIN IN FAVOR OF PUESET SOUND ENERGY, INC. A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AS RECORDED UNDER RECORDING NUMBER 770100000. AFFECTS PARCEL B. THE CENTERLINE OF SAID EASEMENT IS SHOWN HEREON. SEE SHEET 6.
- THIS SITE IS SUBJECT TO ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY SHORT PLAT 1280053R RECORDED UNDER RECORDING NUMBER 860920056. AFFECTS PARCELS C, G, AND H. NOT PLOTTABLE. RESTRICTIONS ARE CONTAINED WITHIN SAID INSTRUMENT.
- THIS SITE IS SUBJECT TO AN EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN IN FAVOR OF PUESET SOUND ENERGY, INC. A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AS RECORDED UNDER RECORDING NUMBER 870522406. AFFECTS PARCEL I. SHOWN HEREON. SEE SHEET 6.
- THIS SITE IS SUBJECT TO ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY SHORT PLAT 130731S RECORDED UNDER RECORDING NUMBER 8805240164. AFFECTS PARCEL I. SHOWN HEREON. SEE SHEET 6 & 10.
- THIS SITE IS SUBJECT TO THE CONDITIONS, NOTES, EASEMENTS PROVISIONS AND/OR ENCROACHMENTS CONTAINED OR DELINEATED ON THE FACE OF THE SURVEY RECORDED UNDER RECORDING NUMBER 880920002. AFFECTS PARCELS A THROUGH G. NOT SHOWN HEREON.
- THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "TASLUMT PROPERTY" AS RECORDED UNDER RECORDING NUMBER 200404200214. AFFECTS PARCEL E. SHOWN HEREON. SEE SHEET 6.
- THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "TRANSFER OF DEVELOPMENT RIGHTS" AS RECORDED IN RECORDING NUMBERS 2006090902445 AND MODIFIED UNDER RECORDING NUMBERS 200910000337, 201112000554, AND 201112000555. AFFECTS PARCELS B, C, G, AND I. NOT SHOWN HEREON.
- THIS SITE IS SUBJECT TO RESERVATIONS CONTAINED IN DEED RECORDED UNDER RECORDING NUMBER 2013013000498. AFFECTS PARCEL A. NOT SHOWN HEREON.
- PARAGRAPHS 19 THROUGH 35 HAVE BEEN ELIMINATED.
- THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS THEREOF BETWEEN LAKEHAVEN UTILITY DISTRICT, KING COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, AND PEASLEY CANYON HOMES, LLC AS RECORDED UNDER RECORDING NUMBER 2014071000583.
- THIS SITE IS SUBJECT TO A MEMORANDUM OF OPTION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF BETWEEN CDCG 3 W/LP, A DELAWARE LIMITED COMPANY AND POLYCON W/LP, A DELAWARE LIMITED LIABILITY COMPANY AS RECORDED UNDER RECORDING NUMBER 2014081000811.
- THIS SITE IS SUBJECT TO CITY OF AUBURN, ORDINANCE NO. 6509, AN ORDINANCE VACATING A PORTION OF SOUTH 324TH STREET, AS RECORDED UNDER RECORDING NUMBER 201502200015.

RESTRICTIONS/COVENANTS

- THE ROAD AND STORM DRAINAGE SYSTEMS SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED PLAN AND PROFILE, PLAN NO. FAC 14-016 ON FILE WITH THE CITY OF AUBURN. ANY DEVIATION FROM THE APPROVED PLAN WILL REQUIRE WRITTEN APPROVAL FROM THE CITY OF AUBURN.
- PRIOR TO BUILDING CONSTRUCTION ON ALL LOTS, TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES, PER THE CONSTRUCTION STORM WATER POLLUTION PREVENTION PLAN (CSWPPP) WILL BE CONSTRUCTED AND MAINTAINED THROUGH FINAL LOT STABILIZATION, PRIOR TO FINAL BUILDING INSPECTION FOR THE STRUCTURE(S) ON ALL LOTS. ROOF DOWNSPOUTS, FOOTING DRAINS, AND ALL LANDSCAPED AREAS NOT DESIGNED FOR STREET FLOW OR ALLOWED TO BE TREATED OPEN, SHALL BE RETURNED TO THE PUBLIC ROADWAY SYSTEM AND SHALL BE INSPECTED BY CITY OF AUBURN FOR COMPLIANCE WITH THE CSWPPP PRIOR TO FINAL APPROVAL.
- STORM DRAINAGE SYSTEMS CONSTRUCTED ON THE INDIVIDUAL LOTS MUST BE MAINTAINED BY THE PROPERTY OWNER FOR THAT LOT. AN EXCEPTION TO THIS REQUIREMENT IS WHERE THE PRIVATE STORM COLLECTION SYSTEM CROSSES LOT LINES. IN THIS CASE PRIVATE DRAINAGE EASEMENTS AND MAINTENANCE RESPONSIBILITIES RELATED THERETO HAVE BEEN IDENTIFIED HEREIN.

CONVEYANCE SCHEDULE			
TRACT	SIZE (SQ. FT.)	CONVEYED OWNERSHIP	PURPOSE
A	3,426	CANYON CREEK HOMEOWNERS ASSOCIATION	ACCESS AND UTILITIES
B	6,446	CANYON CREEK HOMEOWNERS ASSOCIATION	OPEN SPACE
C	3,396	CANYON CREEK HOMEOWNERS ASSOCIATION	OPEN SPACE
D	1,380	CANYON CREEK HOMEOWNERS ASSOCIATION	ACCESS AND UTILITIES
E	115,000	CITY OF AUBURN	STORM DETENTION AND WATER QUALITY
F	17,150	CANYON CREEK HOMEOWNERS ASSOCIATION	OPEN SPACE
G	6,600	CDCG 3 W/LP LP	FUTURE CONVEYANCE
H	12,127	CANYON CREEK HOMEOWNERS ASSOCIATION	ACCESS AND UTILITIES
I	1,877	CDCG 3 W/LP LP	FUTURE CONVEYANCE
J	4,601	CANYON CREEK HOMEOWNERS ASSOCIATION	OPEN SPACE
K	5,367	CANYON CREEK HOMEOWNERS ASSOCIATION	ACCESS AND UTILITIES
L	2,300	CANYON CREEK HOMEOWNERS ASSOCIATION	OPEN SPACE
M	8,720	CANYON CREEK HOMEOWNERS ASSOCIATION	OPEN SPACE
N	377,766	CDCG 3 W/LP LP	FUTURE DEVELOPMENT
O	168,992	CDCG 3 W/LP LP	FUTURE DEVELOPMENT
RIGHT-OF-WAY	214,336	CITY OF AUBURN	PUBLIC RIGHT-OF-WAY

HOMEOWNERS ASSOCIATION COVENANTS

THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CANYON CREEK HOMEOWNERS ASSOCIATION RECORDED UNDER KING COUNTY RECORDING NUMBER 200111000060. SAID HOMEOWNERS 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 76 INCLUSIVE, THEIR HEIRS, SUCCESSORS AND ASSIGNS. SHOULD CANYON CREEK HOMEOWNERS ASSOCIATION BE DISSOLVED OR OTHERWISE CEASE TO FUNCTION, OWNERSHIP OF LOTS 1 THROUGH 76, INCLUSIVE WILL INCLUDE AN EQUAL AND UNDIVIDED INTEREST IN TRACTS A, B, C, D, E, F, G, H, I, J, K, L, AND M, TOGETHER WITH AN EQUAL RESPONSIBILITY FOR THE MAINTENANCE RESPONSIBILITIES FOR SAID TRACTS.

TRACT CONVEYANCE

- TRACT "A" IS A PRIVATE ACCESS AND UTILITY TRACT AND IS HEREBY CONVEYED TO CANYON CREEK HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE ACCESS FACILITIES AND PRIVATE STORM DRAINAGE FACILITIES WITHIN SAID TRACT. A PRIVATE UTILITY EASEMENT OVER SAID TRACT IS HEREBY RESERVED FOR THE BENEFIT OF LOTS 1, 74, 75 AND 76 FOR STORM DRAINAGE FACILITIES. PUBLIC UTILITY EASEMENTS ARE HEREBY GRANTED OVER, UNDER, AND ACROSS SAID TRACT TO THE CITY OF AUBURN FOR STORM DRAINAGE FACILITIES. FIRE LANE ACCESS IS ALSO HEREBY GRANTED TO THE CITY OF AUBURN OVER AND ACROSS SAID TRACT. PUBLIC UTILITY EASEMENTS ARE ALSO HEREBY GRANTED OVER, UNDER, AND ACROSS SAID TRACT TO LAKEHAVEN UTILITY DISTRICT FOR WATER LINE (WLE) AND SANITARY SEWER LINE (SLE) FACILITIES UPON THE RECORDING OF THIS PLAT.
- TRACT "D" IS A PRIVATE ACCESS AND UTILITY TRACT AND IS HEREBY CONVEYED TO CANYON CREEK HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE ACCESS FACILITIES AND PRIVATE STORM DRAINAGE FACILITIES WITHIN SAID TRACT. A PRIVATE ACCESS AND UTILITY EASEMENT OVER SAID TRACT IS HEREBY RESERVED FOR THE BENEFIT OF LOTS 36 AND 37. A PRIVATE UTILITY EASEMENT OVER SAID TRACT IS HEREBY RESERVED FOR THE BENEFIT OF LOTS 15, 16, 36 AND 37 FOR STORM DRAINAGE FACILITIES. PUBLIC UTILITY EASEMENTS ARE HEREBY GRANTED OVER, UNDER, AND ACROSS SAID TRACT TO THE CITY OF AUBURN FOR STORM DRAINAGE FACILITIES. FIRE LANE ACCESS IS ALSO HEREBY GRANTED TO THE CITY OF AUBURN OVER AND ACROSS SAID TRACT. PUBLIC UTILITY EASEMENTS ARE ALSO HEREBY GRANTED OVER, UNDER, AND ACROSS SAID TRACT TO LAKEHAVEN UTILITY DISTRICT FOR WATER LINE (WLE) AND SANITARY SEWER LINE (SLE) FACILITIES UPON THE RECORDING OF THIS PLAT.
- TRACT "H" IS A PRIVATE ACCESS AND UTILITY TRACT AND IS HEREBY CONVEYED TO CANYON CREEK HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE ACCESS FACILITIES AND PRIVATE STORM DRAINAGE FACILITIES WITHIN SAID TRACT. A PRIVATE UTILITY EASEMENT OVER SAID TRACT IS HEREBY RESERVED FOR THE BENEFIT OF LOTS 14 FOR STORM DRAINAGE FACILITIES. PUBLIC UTILITY EASEMENTS ARE HEREBY GRANTED OVER, UNDER, AND ACROSS SAID TRACT TO THE CITY OF AUBURN FOR STORM DRAINAGE FACILITIES. FIRE LANE ACCESS IS ALSO HEREBY GRANTED TO THE CITY OF AUBURN OVER AND ACROSS SAID TRACT. PUBLIC UTILITY EASEMENTS ARE ALSO HEREBY GRANTED OVER, UNDER, AND ACROSS SAID TRACT TO LAKEHAVEN UTILITY DISTRICT FOR WATER LINE (WLE) AND SANITARY SEWER LINE (SLE) FACILITIES UPON THE RECORDING OF THIS PLAT.
- TRACT "M" IS A PRIVATE ACCESS AND UTILITY TRACT AND IS HEREBY CONVEYED TO CANYON CREEK HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE ACCESS FACILITIES AND PRIVATE STORM DRAINAGE FACILITIES WITHIN SAID TRACT. A PRIVATE UTILITY EASEMENT OVER SAID TRACT IS HEREBY RESERVED FOR THE BENEFIT OF LOTS 14 FOR STORM DRAINAGE FACILITIES. PUBLIC UTILITY EASEMENTS ARE HEREBY GRANTED OVER, UNDER, AND ACROSS SAID TRACT TO THE CITY OF AUBURN FOR STORM DRAINAGE FACILITIES. FIRE LANE ACCESS IS ALSO HEREBY GRANTED TO THE CITY OF AUBURN OVER AND ACROSS SAID TRACT. PUBLIC UTILITY EASEMENTS ARE ALSO HEREBY GRANTED OVER, UNDER, AND ACROSS SAID TRACT TO LAKEHAVEN UTILITY DISTRICT FOR WATER LINE (WLE) AND SANITARY SEWER LINE (SLE) FACILITIES UPON THE RECORDING OF THIS PLAT.
- TRACT "I" IS A PRIVATE OPEN SPACE TRACT AND IS HEREBY CONVEYED TO CANYON CREEK HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. THE MAINTENANCE OF SAID TRACT IS THE RESPONSIBILITY OF THE CANYON CREEK HOMEOWNERS ASSOCIATION. A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED OVER, UNDER, AND ACROSS THE SOUTH 15 FEET OF SAID TRACT TO LAKEHAVEN UTILITY DISTRICT FOR A SANITARY SEWER LINE EASEMENT (SLE) UPON THE RECORDING OF THIS PLAT.
- TRACTS "B", "C", "F", "J", "K", "L", AND "M" ARE PRIVATE OPEN SPACE TRACTS AND ARE HEREBY CONVEYED TO CANYON CREEK HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. ALL MAINTENANCE OF OPEN SPACE TRACTS AND PLANTER AREAS SHALL BE THE RESPONSIBILITY OF THE CANYON CREEK HOMEOWNERS ASSOCIATION. A PUBLIC UTILITY EASEMENT IS ALSO HEREBY GRANTED OVER, UNDER, AND ACROSS THAT PORTION OF TRACT "B", AS SHOWN ON SHEET 7, TO THE CITY OF AUBURN FOR STORM DRAINAGE FACILITIES UPON THE RECORDING OF THIS PLAT. A PUBLIC UTILITY EASEMENT IS ALSO HEREBY GRANTED OVER, UNDER, AND ACROSS THAT PORTION OF TRACT "M" TO LAKEHAVEN UTILITY DISTRICT FOR SANITARY SEWER LINE (SLE) UPON THE RECORDING OF THIS PLAT.
- TRACT "E" IS A PUBLIC STORM DETENTION AND WATER QUALITY TRACT AND IS HEREBY CONVEYED TO THE CITY OF AUBURN FOR STORM DRAINAGE FACILITIES UPON THE RECORDING OF THIS PLAT. EXCEPT AS NOTED HEREIN, THE CITY OF AUBURN IS HEREBY RESPONSIBLE FOR THE PUBLIC STORM DRAIN FACILITIES WITHIN SAID TRACT. THE CANYON CREEK HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE LANDSCAPE MAINTENANCE AND CRACK REPAIRS OF TRACT "E" FALLING BETWEEN THE FENCE AND THE BOUNDARY AS SHOWN ON SHEET 11. AN EASEMENT OVER SAID TRACT IS HEREBY GRANTED AND CONVEYED TO SAID HOMEOWNERS ASSOCIATION FOR THE PURPOSES OF ACCESS AND MAINTENANCE.
- TRACTS "G" AND "N" ARE PRIVATE TRACTS TO BE RETAINED BY CDCG 3 W/LP LP FOR FUTURE CONVEYANCE TO THE ADJOINING PROPERTY OWNERS BY SEPARATE CONVEYANCE FOLLOWING THE RECORDING OF THIS PLAT.
- TRACTS "M" AND "O" ARE FUTURE DEVELOPMENT TRACTS AND ARE RETAINED BY CDCG 3 W/LP LP. CDCG 3 W/LP LP IS HEREBY RESPONSIBLE FOR THE MAINTENANCE ASSOCIATED WITH SAID TRACTS.

LAKEHAVEN UTILITY DISTRICT EASEMENT COVENANT

AN EASEMENT IS HEREBY IRREVOCABLY RESERVED FOR AND GRANTED TO LAKEHAVEN UTILITY DISTRICT AND ITS AGENTS, SUCCESSORS AND ASSIGNS, FOR SO LONG AS IT SHALL OWN AND MAINTAIN THE UTILITIES REFERENCED HEREIN UNDER AND UPON THE AREA SHOWN ON THE PLAT AND DESCRIBED HEREIN AS "WATERLINE EASEMENT (WLE)" AND "SANITARY SEWER LINE EASEMENT (SLE)" TO INSTALL, MAINTAIN, REPLACE, REPAIR AND OPERATE WATER AND SEWER MAINS AND APPURTENANCES FOR THIS SUBDIVISION AND OTHER PROPERTY TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENT AT ALL TIMES FOR PURPOSES INCIDENT THERETO, NOT BUILDING, WALL, ROCKERY, FENCE, TREES OR STRUCTURE OF ANY KIND SHALL BE EXCISED OR PLANTED, NOR SHALL ANY FILL MATERIAL BE PLACED WITHIN THE BOUNDARIES OF SAID EASEMENT AREA, NO EXCAVATION SHALL BE MADE WITHIN THREE (3) FEET OF SAID WATER OR SEWER SERVICE FACILITIES AND THE SURFACE LEVEL OF THE GROUND WITHIN THE EASEMENT AREA SHALL BE MAINTAINED AT THE ELEVATION AS CURRENTLY EXISTING. GRANTOR HEREBY AGREES THAT NO WATER AND/OR SEWER SYSTEM FACILITY OR APPURTENANCE OF ANY KINDS SHALL BE CONSTRUCTED OR LOCATED BY GRANTOR, OR ANY THIRD PARTY ACTING UNDER AUTHORITY OF GRANTOR, WITHIN OR PROXIMATE TO SAID EASEMENT, UNLESS SUCH INSTALLATION IS APPROVED BY GRANTOR AND IS IN CONFORMANCE WITH THE THEN-CURRENT EDITION OF THE "CRITERIA FOR SEWAGE WORKS DESIGN" PUBLISHED BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY. GRANTOR HEREBY FURTHER AGREES THAT NO OTHER UTILITY FACILITY OR PROPERTY SERVICE CONNECTIONS, SHALL BE CONSTRUCTED OR LOCATED BY GRANTOR, OR ANY THIRD PARTY ACTING UNDER AUTHORITY OF GRANTOR, WITHIN THREE (3) FEET, MEASURED HORIZONTALLY FROM PARALLEL ALIGNMENTS, OR WITHIN SIX (6) INCHES, MEASURED VERTICALLY FOR CROSSING OR PERPENDICULAR ALIGNMENTS, OF ANY PORTION OF THE GRANTEE'S FACILITIES. GRANTOR ADDITIONALLY GRANTS TO THE LAKEHAVEN UTILITY DISTRICT AND ITS AGENTS, SUCCESSORS AND ASSIGNS THE USE OF SUCH ADJOINING AREAS IMMEDIATELY ADJACENT TO SAID EASEMENT AREA AS SHALL BE REQUIRED FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE AND OPERATION OF SAID WATER OR SEWER FACILITIES. THE USE OF SAID ADJOINING AREAS 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 ARE ENCUMBERED WITH DRAINAGE EASEMENTS SHOWN AS "PRIVATE" HEREBY GRANT AND CONVEY TO THE CITY OF AUBURN, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, THE RIGHT BUT NOT THE OBLIGATION TO CONVEY OR STORE STORM AND SURFACE WATER PER THE ENGINEERING PLANS APPROVED FOR THIS PLAT BY THE CITY OF AUBURN, TOGETHER WITH THE RIGHT OF REASONABLE ACCESS (OWNERS AND EGRESS) TO ENTER SAID DRAINAGE EASEMENT FOR THE PURPOSE OF OBSERVING THAT OWNER(S) ARE PROPERLY OPERATING AND MAINTAINING THE DRAINAGE FACILITIES CONTAINED THEREIN.

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

ADDITIONALLY, THE OWNER(S) OF THE LAND HEREBY SUBDIVIDED DO HEREBY GRANT AND CONVEY TO THE OWNER(S) OF THE LOTS BENEFITED OR ANY OTHER PRIVATE ENTITY AS STATED IN THE EASEMENTS PROVISIONS AND THEIR ASSIGNS A PERPETUAL EASEMENT FOR THE STATED UTILITIES. THESE EASEMENTS SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON THE SUCCESSORS, HEIRS, AND ASSIGNS OF THE OWNER(S) OF THE LAND HEREBY BOUND. THE OWNER(S) OF THE LOT BENEFITED AND THEIR ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS OF LAW AT SUCH TIME AS MAY BE NECESSARY TO ENTER UPON SAID EASEMENT FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, ALTERING OR RECONSTRUCTING SAID UTILITY OR MAKING ANY CONNECTION THERETO WITHOUT INCURRING ANY LIABILITY OR OBLIGATION TO THE CITY OF AUBURN, PROVIDED THAT SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE ONE BENEFITED. THE OWNER(S) OF THE BURNED LOT SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID UTILITIES. HOWEVER, THE OWNER(S) OF BURNED LOT SHALL NOT ERECT OR MAINTAIN ANY BUILDINGS OR STRUCTURES WITHIN THE EASEMENT. ALSO, THE OWNER(S) OF THE BURNED LOT SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING DEEP ROOT PATTERNS WHICH MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID UTILITIES. ALSO, THE OWNER(S) OF THE BURNED LOT SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREAS IN SUCH A WAY TO CAUSE EXCESSIVE COST TO THE OWNER(S) OF THE LOT BENEFITED PURSUANT TO ITS RESTORATION DUTIES HEREIN.

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



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ENGINEERING • PLANNING • SURVEYING
JOB NO. 13045

CITY OF AUBURN FILE NO. PLAT 15-0002

CANYON CREEK AT PEASLEY - DIVISION I

A PORTION OF THE NE 1/4, NE 1/4 AND SE 1/4, NE 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON

SHEET 3 OF 11

EASEMENT PROVISIONS

1. A PRIVATE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO PUGET SOUND ENERGY, CENTURY LINK, COMCAST, LANCIAMON UTILITY TRACT FOR WATERLINE (WLE) AND SANITARY SEWER LINE (SLE) AND ANY OTHER PRIVATE UTILITY COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE PROPOSED PUBLIC RIGHT-OF-WAY OF ALL LOTS, TRACTS B, C, E, F AND J, TOGETHER WITH THE WEST 10 FEET OF LOTS 37 AND 38 PARALLEL WITH AND ADJOINING TRACT D, THE EXTERIOR 10 FEET OF LOTS 48 THROUGH 54 PARALLEL WITH AND ADJOINING TRACT H, THE EAST 10 FEET OF LOTS 62 THROUGH 65 PARALLEL WITH AND ADJOINING TRACT K, THE EAST 10 FEET OF LOTS 73, 74 AND 75 PARALLEL WITH AND ADJOINING TRACT A, AND THAT PORTION OF LOT 76, AS SHOWN ON SHEET 7, N 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.
2. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 2 AND 3, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 2 AND 3. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
3. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 3 AND 4, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 3 AND 4. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
4. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 4 AND 5, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 4 AND 5. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
5. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 5 AND 6, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 5 AND 6. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
6. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 7 AND 8, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 7 AND 8. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
7. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 8 AND 9, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 8 AND 9. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
8. THE EAST 4 FEET OF LOT 9 IS A PRIVATE DRAINAGE FACILITY AND WALL EASEMENT FOR THE BENEFIT OF LOT 9 AND THE FUTURE ADJOINING LOT WITHIN TRACT "N". THE OWNERS OF SAID LOT 9 AND FUTURE ADJOINING LOT SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
9. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 12 AND 13, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 12 AND 13. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
10. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 13 AND 14, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 13 AND 14. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
11. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 14 AND 15, BEING 4 FEET ON EACH SIDE THEREOF, EXCEPT AS SHOWN IN DETAIL "C", SHEET 8, TOGETHER WITH THE FUTURE ADJOINING LOTS WITHIN TRACT "N" WITH CONNECTING PRIVATE DRAINAGE FACILITIES IS FOR THE BENEFIT OF LOTS 14, 15 AND FUTURE ADJOINING LOTS. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
12. THE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT ON THE WEST 80 FEET OF THE SOUTH 7.5 FEET OF LOT 15, THE SOUTH 9 FEET OF LOT 16, THE NORTH 4 FEET OF LOTS 32 THROUGH 35, THE EAST 3 FEET OF LOT 35, THE WEST 10 FEET OF THE SOUTH 4 FEET OF LOT 36, THE NORTH 4 FEET OF LOT 37, THE EAST 10 FEET OF LOT 38, AND A PORTION OF THE SOUTHEASTERN CORNER OF LOT 15 AS SHOWN ON DETAIL "D", SHEET 8, IS FOR THE BENEFIT OF LOTS 15, 16, 32 THROUGH 37, AND FUTURE LOTS WITHIN TRACT "N" WITH CONNECTING PRIVATE DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
13. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 28 THROUGH 31, BEING 4 FEET ON EACH SIDE THEREOF, IS FOR THE BENEFIT OF LOTS 28 THROUGH 31. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
14. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 17, 18, 26 AND 27, BEING 4 FEET ON EACH SIDE THEREOF, TOGETHER WITH THAT PORTION OF LOT 20, AS SHOWN, IS FOR THE BENEFIT OF LOTS 17, 18, 26 AND 27. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
15. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 18, 19 AND LOTS 25 AND 26, AS SHOWN, BEING 4 FEET ON EACH SIDE THEREOF, TOGETHER WITH THAT PORTION OF LOT 25, AS SHOWN, IS FOR THE BENEFIT OF LOTS 18, 19, 25 AND 26. THE OWNERS OF SAID LOTS SHALL SHARE EQUALLY FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
16. THE 8 FOOT WIDE PRIVATE DRAINAGE FACILITIES AND WALL EASEMENT CENTERED ON THE PROPERTY LINE BETWEEN LOTS 22 & 23, 24 & 25, 26 & 27, 28 & 29, 30 & 31, 32 & 33, 34 & 35, 36 & 37, 38 & 39, 40 & 41, 42 & 43, 44 & 45, 46 & 47, 48 & 49, 50 & 51, 52 & 53, 54 & 55, 56 & 57, 58 & 59, 60 & 61, 62 & 63, 64 & 65, 66 & 67, 68 & 69, 70 & 71, 72 & 73, 74 & 75, 76 & 77, 78 & 79, 80 & 81, 82 & 83, 84 & 85, 86 & 87, 88 & 89, 90 & 91, 92 & 93, 94 & 95, 96 & 97, 98 & 99, 100 & 101, 102 & 103, 104 & 105, 106 & 107, 108 & 109, 110 & 111, 112 & 113, 114 & 115, 116 & 117, 118 & 119, 120 & 121, 122 & 123, 124 & 125, 126 & 127, 128 & 129, 130 & 131, 132 & 133, 134 & 135, 136 & 137, 138 & 139, 140 & 141, 142 & 143, 144 & 145, 146 & 147, 148 & 149, 150 & 151, 152 & 153, 154 & 155, 156 & 157, 158 & 159, 160 & 161, 162 & 163, 164 & 165, 166 & 167, 168 & 169, 170 & 171, 172 & 173, 174 & 175, 176 & 177, 178 & 179, 180 & 181, 182 & 183, 184 & 185, 186 & 187, 188 & 189, 190 & 191, 192 & 193, 194 & 195, 196 & 197, 198 & 199, 200 & 201, 202 & 203, 204 & 205, 206 & 207, 208 & 209, 210 & 211, 212 & 213, 214 & 215, 216 & 217, 218 & 219, 220 & 221, 222 & 223, 224 & 225, 226 & 227, 228 & 229, 230 & 231, 232 & 233, 234 & 235, 236 & 237, 238 & 239, 240 & 241, 242 & 243, 244 & 245, 246 & 247, 248 & 249, 250 & 251, 252 & 253, 254 & 255, 256 & 257, 258 & 259, 260 & 261, 262 & 263, 264 & 265, 266 & 267, 268 & 269, 270 & 271, 272 & 273, 274 & 275, 276 & 277, 278 & 279, 280 & 281, 282 & 283, 284 & 285, 286 & 287, 288 & 289, 290 & 291, 292 & 293, 294 & 295, 296 & 297, 298 & 299, 300 & 301, 302 & 303, 304 & 305, 306 & 307, 308 & 309, 310 & 311, 312 & 313, 314 & 315, 316 & 317, 318 & 319, 320 & 321, 322 & 323, 324 & 325, 326 & 327, 328 & 329, 330 & 331, 332 & 333, 334 & 335, 336 & 337, 338 & 339, 340 & 341, 342 & 343, 344 & 345, 346 & 347, 348 & 349, 350 & 351, 352 & 353, 354 & 355, 356 & 357, 358 & 359, 360 & 361, 362 & 363, 364 & 365, 366 & 367, 368 & 369, 370 & 371, 372 & 373, 374 & 375, 376 & 377, 378 & 379, 380 & 381, 382 & 383, 384 & 385, 386 & 387, 388 & 389, 390 & 391, 392 & 393, 394 & 395, 396 & 397, 398 & 399, 400 & 401, 402 & 403, 404 & 405, 406 & 407, 408 & 409, 410 & 411, 412 & 413, 414 & 415, 416 & 417, 418 & 419, 420 & 421, 422 & 423, 424 & 425, 426 & 427, 428 & 429, 430 & 431, 432 & 433, 434 & 435, 436 & 437, 438 & 439, 440 & 441, 442 & 443, 444 & 445, 446 & 447, 448 & 449, 450 & 451, 452 & 453, 454 & 455, 456 & 457, 458 & 459, 460 & 461, 462 & 463, 464 & 465, 466 & 467, 468 & 469, 470 & 471, 472 & 473, 474 & 475, 476 & 477, 478 & 479, 480 & 481, 482 & 483, 484 & 485, 486 & 487, 488 & 489, 490 & 491, 492 & 493, 494 & 495, 496 & 497, 498 & 499, 500 & 501, 502 & 503, 504 & 505, 506 & 507, 508 & 509, 510 & 511, 512 & 513, 514 & 515, 516 & 517, 518 & 519, 520 & 521, 522 & 523, 524 & 525, 526 & 527, 528 & 529, 530 & 531, 532 & 533, 534 & 535, 536 & 537, 538 & 539, 540 & 541, 542 & 543, 544 & 545, 546 & 547, 548 & 549, 550 & 551, 552 & 553, 554 & 555, 556 & 557, 558 & 559, 560 & 561, 562 & 563, 564 & 565, 566 & 567, 568 & 569, 570 & 571, 572 & 573, 574 & 575, 576 & 577, 578 & 579, 580 & 581, 582 & 583, 584 & 585, 586 & 587, 588 & 589, 590 & 591, 592 & 593, 594 & 595, 596 & 597, 598 & 599, 600 & 601, 602 & 603, 604 & 605, 606 & 607, 608 & 609, 610 & 611, 612 & 613, 614 & 615, 616 & 617, 618 & 619, 620 & 621, 622 & 623, 624 & 625, 626 & 627, 628 & 629, 630 & 631, 632 & 633, 634 & 635, 636 & 637, 638 & 639, 640 & 641, 642 & 643, 644 & 645, 646 & 647, 648 & 649, 650 & 651, 652 & 653, 654 & 655, 656 & 657, 658 & 659, 660 & 661, 662 & 663, 664 & 665, 666 & 667, 668 & 669, 670 & 671, 672 & 673, 674 & 675, 676 & 677, 678 & 679, 680 & 681, 682 & 683, 684 & 685, 686 & 687, 688 & 689, 690 & 691, 692 & 693, 694 & 695, 696 & 697, 698 & 699, 700 & 701, 702 & 703, 704 & 705, 706 & 707, 708 & 709, 710 & 711, 712 & 713, 714 & 715, 716 & 717, 718 & 719, 720 & 721, 722 & 723, 724 & 725, 726 & 727, 728 & 729, 730 & 731, 732 & 733, 734 & 735, 736 & 737, 738 & 739, 740 & 741, 742 & 743, 744 & 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927, 928 & 929, 930 & 931, 932 & 933, 934 & 935, 936 & 937, 938 & 939, 940 & 941, 942 & 943, 944 & 945, 946 & 947, 948 & 949, 950 & 951, 952 & 953, 954 & 955, 956 & 957, 958 & 959, 960 & 961, 962 & 963, 964 & 965, 966 & 967, 968 & 969, 970 & 971, 972 & 973, 974 & 975, 976 & 977, 978 & 979, 980 & 981, 982 & 983, 984 & 985, 986 & 987, 988 & 989, 990 & 991, 992 & 993, 994 & 995, 996 & 997, 998 & 999, 1000 & 1001, 1002 & 1003, 1004 & 1005, 1006 & 1007, 1008 & 1009, 1010 & 1011, 1012 & 1013, 1014 & 1015, 1016 & 1017, 1018 & 1019, 1020 & 1021, 1022 & 1023, 1024 & 1025, 1026 & 1027, 1028 & 1029, 1030 & 1031, 1032 & 1033, 1034 & 1035, 1036 & 1037, 1038 & 1039, 1040 & 1041, 1042 & 1043, 1044 & 1045, 1046 & 1047, 1048 & 1049, 1050 & 1051, 1052 & 1053, 1054 & 1055, 1056 & 1057, 1058 & 1059, 1060 & 1061, 1062 & 1063, 1064 & 1065, 1066 & 1067, 1068 & 1069, 1070 & 1071, 1072 & 1073, 1074 & 1075, 1076 & 1077, 1078 & 1079, 1080 & 1081, 1082 & 1083, 1084 & 1085, 1086 & 1087, 1088 & 1089, 1090 & 1091, 1092 & 1093, 1094 & 1095, 1096 & 1097, 1098 & 1099, 1100 & 1101, 1102 & 1103, 1104 & 1105, 1106 & 1107, 1108 & 1109, 1110 & 1111, 1112 & 1113, 1114 & 1115, 1116 & 1117, 1118 & 1119, 1120 & 1121, 1122 & 1123, 1124 & 1125, 1126 & 1127, 1128 & 1129, 1130 & 1131, 1132 & 1133, 1134 & 1135, 1136 & 1137, 1138 & 1139, 1140 & 1141, 1142 & 1143, 1144 & 1145, 1146 & 1147, 1148 & 1149, 1150 & 1151, 1152 & 1153, 1154 & 1155, 1156 & 1157, 1158 & 1159, 1160 & 1161, 1162 & 1163, 1164 & 1165, 1166 & 1167, 1168 & 1169, 1170 & 1171, 1172 & 1173, 1174 & 1175, 1176 & 1177, 1178 & 1179, 1180 & 1181, 1182 & 1183, 1184 & 1185, 1186 & 1187, 1188 & 1189, 1190 & 1191, 1192 & 1193, 1194 & 1195, 1196 & 1197, 1198 & 1199, 1200 & 1201, 1202 & 1203, 1204 & 1205, 1206 & 1207, 1208 & 1209, 1210 & 1211, 1212 & 1213, 1214 & 1215, 1216 & 1217, 1218 & 1219, 1220 & 1221, 1222 & 1223, 1224 & 1225, 1226 & 1227, 1228 & 1229, 1230 & 1231, 1232 & 1233, 1234 & 1235, 1236 & 1237, 1238 & 1239, 1240 & 1241, 1242 & 1243, 1244 & 1245, 1246 & 1247, 1248 & 1249, 1250 & 1251, 1252 & 1253, 1254 & 1255, 1256 & 1257, 1258 & 1259, 1260 & 1261, 1262 & 1263, 1264 & 1265, 1266 & 1267, 1268 & 1269, 1270 & 1271, 1272 & 1273, 1274 & 1275, 1276 & 1277, 1278 & 1279, 1280 & 1281, 1282 & 1283, 1284 & 1285, 1286 & 1287, 1288 & 1289, 1290 & 1291, 1292 & 1293, 1294 & 1295, 1296 & 1297, 1298 & 1299, 1300 & 1301, 1302 & 1303, 1304 & 1305, 1306 & 1307, 1308 & 1309, 1310 & 1311, 1312 & 1313, 1314 & 1315, 1316 & 1317, 1318 & 1319, 1320 & 1321, 1322 & 1323, 1324 & 1325, 1326 & 1327, 1328 & 1329, 1330 & 1331, 1332 & 1333, 1334 & 1335, 1336 & 1337, 1338 & 1339, 1340 & 1341, 1342 & 1343, 1344 & 1345, 1346 & 1347, 1348 & 1349, 1350 & 1351, 1352 & 1353, 1354 & 1355, 1356 & 1357, 1358 & 1359, 1360 & 1361, 1362 & 1363, 1364 & 1365, 1366 & 1367, 1368 & 1369, 1370 & 1371, 1372 & 1373, 1374 & 1375, 1376 & 1377, 1378 & 1379, 1380 & 1381, 1382 & 1383, 1384 & 1385, 1386 & 1387, 1388 & 1389, 1390 & 1391, 1392 & 1393, 1394 & 1395, 1396 & 1397, 1398 & 1399, 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1554 & 1555, 1556 & 155

CANYON CREEK AT PEASLEY - DIVISION I

A PORTION OF THE NE 1/4, NE 1/4 AND SE 1/4, NE 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON

SHEET 4 OF 11

CITY OF AUBURN PUBLIC EASEMENT PROVISION

ALL PUBLIC STORM DRAINAGE EASEMENTS AS SHOWN ARE HEREBY GRANTED AND CONVEYED TO THE CITY OF AUBURN, A MUNICIPAL CORPORATION OF KING AND PIERCE COUNTIES, WASHINGTON, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL NONEXCLUSIVE EASEMENT UNDER, OVER, THROUGH AND ACROSS THE REAL PROPERTY AS DESCRIBED HEREIN FOR THE PURPOSES OF LAYING, MAINTAINING, INSTALLING, AND CONVEYING STORM DRAINAGE APPURTENANCES THEREOF, AND LAYING, MAINTAINING, INSTALLING, CONVEYING, STORM, MAINTAINING, AND FACILIATING STORM AND SURFACE WATER, PER THE ENGINEERING PLANS APPROVED BY THE CITY OF AUBURN FOR THIS PLAT, TOGETHER WITH THE ABSOLUTE RIGHT, AT ALL TIMES AS NECESSARY FOR IMMEDIATE ACCESS (INGRESS AND EGRESS), TO ENTER SAID EASEMENT FOR THE PURPOSE OF INSPECTING, OPERATING, MAINTAINING, REPAIRING, RECONSTRUCTING, AND IMPROVING THE STORM DRAINAGE FACILITIES CONTAINED THEREIN WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFOR.

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

THE OWNERS OF SAID PRIVATE PROPERTY SHALL NOT IN ANY WAY BLOCK, RESTRICT OR IMPEDE ACCESS AND EGRESS TO OR FROM SAID EASEMENT AREA, AND/OR IN ANY WAY BLOCK, RESTRICT OR IMPEDE FULL USE OF THE REAL PROPERTY WITHIN THE ABOVE DESCRIBED EASEMENT AREA BY THE CITY OF AUBURN FOR THE ABOVE DESCRIBED PURPOSES. NO BUILDING WALL, 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 THE CITY OF AUBURN PERMISSION, THE OWNERS OF SAID PRIVATE PROPERTY MAY FENCE ACROSS SAID EASEMENT AREA AND/OR ALONG THE BOUNDARIES OF SAID EASEMENT AREA, PROVIDED THAT A GATE IS CONSTRUCTED IN SAID FENCE. SAID GATE SHALL BE OF SUFFICIENT FINCH AND LOCATION TO ALLOW THE GRANTEE FULL USE OF, AND ACCESS AND EGRESS TO AND FROM THE REAL PROPERTY WITHIN THE EASEMENT AREA, IF SAID GATE IS TO BE LOCKED, KEYS SHALL BE PROVIDED TO THE CITY OF AUBURN.

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

THE OWNERS OF SAID PRIVATE PROPERTY GRANTS TO THE CITY OF AUBURN THE RIGHT OF INGRESS AND EGRESS TO THE EASEMENT AREA, OVER, THROUGH AND ACROSS THE REAL PROPERTY, 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 STORM DRAINAGE FACILITIES. THE USE OF SUCH ADDITIONAL AREA SHALL BE HELD TO REASONABLE MINIMUM AND IN THE CASE OF ANY DAMAGE OR DISRUPTION OF THE PARENT PARCEL, THE CITY OF AUBURN SHALL RETURN THE PROPERTY TO A CONDITION REASONABLY COMPARABLE TO ITS CONDITION AS IT EXISTED IMMEDIATELY BEFORE ENTRY AND/OR WORK WAS MADE THEREON BY THE CITY OF AUBURN OR ITS AGENTS. IN ADDITION TO THE OTHER RESTRICTIONS HEREIN, THE OWNERS OF SAID PRIVATE PROPERTY SHALL NOT CONVEY TO A THIRD PARTY ANY EASEMENT OR OTHER RIGHT OF THE EASEMENT AREA.

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

PRIVATE DRAINAGE AND FRENCH DRAIN SYSTEM PROVISIONS

- THE FRENCH DRAIN SYSTEMS ON INDIVIDUAL LOTS IS PRIVATE AND EXCLUSIVE FOR EACH LOT IT OCCUPIES. THE OWNER(S) OF EACH LOT WITH A FRENCH DRAIN SYSTEM IS HEREBY RESPONSIBLE FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THEIR RESPECTIVE FRENCH DRAIN SYSTEM. THE FRENCH DRAIN SYSTEM ON TRACT B IS PRIVATE AND EXCLUSIVE FOR TRACT B. THE CANYON CREEK HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THAT RESPECTIVE FRENCH DRAIN SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM FRONTING LOTS 1, 2 AND 3 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG S. 322ND STREET IS FOR THE BENEFIT OF LOTS 1, 2 AND 3. THE OWNER(S) OF LOTS 1, 2 AND 3 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 4 AND 5 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG S. 322ND STREET IS FOR THE BENEFIT OF LOTS 4, 5 AND 6. THE OWNER(S) OF LOTS 4, 5 AND 6 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- INTENTIONALLY LEFT BLANK
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOT 7 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG S. 322ND STREET IS FOR THE BENEFIT OF LOT 7. THE OWNER(S) OF LOT 7 IS HEREBY RESPONSIBLE FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 8 AND 9 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ON S. 322ND STREET IS FOR THE BENEFIT OF LOTS 8, 9 AND FUTURE ADJOINING LOT IN TRACT "K". THE OWNERS OF LOTS 8, 9 AND FUTURE ADJOINING LOT ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 10 AND 11 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG S. 322ND STREET AND 48TH COURT SOUTH IS FOR THE BENEFIT OF LOTS 10 AND 11. THE OWNER(S) OF LOTS 10 AND 11 ARE HEREBY RESPONSIBLE FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 12, 13 AND 14 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 48TH COURT SOUTH IS FOR THE BENEFIT OF LOTS 12, 13, 14 AND 15. THE OWNER(S) OF LOTS 12, 13, 14 AND 15 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 17 AND 18 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 48TH COURT SOUTH IS FOR THE BENEFIT OF LOTS 17 AND 18. THE OWNER(S) OF LOTS 17 AND 18 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 20 AND 21 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 48TH COURT SOUTH IS FOR THE BENEFIT OF LOTS 20 AND 21. THE OWNER(S) OF LOTS 20 AND 21 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 22 AND 23 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG S. 322ND STREET IS FOR THE BENEFIT OF LOTS 22 AND 23. THE OWNER(S) OF LOTS 22 AND 23 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.

PRIVATE DRAINAGE AND FRENCH DRAIN SYSTEM PROVISIONS - CONTINUED

- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 24 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 47TH AVENUE SOUTH IS FOR THE BENEFIT OF LOTS 24 AND 25. THE OWNER(S) OF LOTS 24 AND 25 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 25, 26 AND 27 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 47TH AVENUE SOUTH IS FOR THE BENEFIT OF LOTS 25, 26, 27 AND 28. THE OWNER(S) OF LOTS 25, 26, 27 AND 28 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 28 AND 29 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 47TH AVENUE SOUTH IS FOR THE BENEFIT OF LOTS 28 AND 29. THE OWNER(S) OF LOTS 28 AND 29 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 29, 30, 31 AND 32 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG SOUTH 322ND STREET IS FOR THE BENEFIT OF LOTS 29, 30, 31 AND 32. THE OWNER(S) OF LOTS 29, 30, 31 AND 32 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 33, 34 AND 35 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG SOUTH 322ND STREET IS FOR THE BENEFIT OF LOTS 33, 34 AND 35. THE OWNER(S) OF LOTS 33, 34 AND 35 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 38 AND 39 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 48TH AVENUE SOUTH IS FOR THE BENEFIT OF LOTS 38, 39 AND 40. THE OWNER(S) OF LOTS 38, 39 AND 40 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 40, 41 AND 42 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 48TH AVENUE SOUTH IS FOR THE BENEFIT OF LOTS 40, 41 AND 42. THE OWNER(S) OF LOTS 40, 41 AND 42 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 43, 44 AND 45 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 48TH AVENUE SOUTH IS FOR THE BENEFIT OF LOTS 43, 44 AND 45. THE OWNER(S) OF LOTS 43, 44 AND 45 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 49, 50, 51 AND 52 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ADJOINING TRACT "H" IS FOR THE BENEFIT OF LOTS 49, 50, 51 AND 52. THE OWNER(S) OF LOTS 49, 50, 51 AND 52 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOT 53 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ADJOINING TRACT "H" IS FOR THE BENEFIT OF LOT 53. THE OWNER(S) OF LOT 53 IS HEREBY RESPONSIBLE FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOT 54 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ADJOINING TRACT "H" IS FOR THE BENEFIT OF LOT 54. THE OWNER(S) OF LOT 54 IS HEREBY RESPONSIBLE FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 55 AND 56 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG SOUTH 322ND STREET IS FOR THE BENEFIT OF LOTS 55 AND 56. THE OWNER(S) OF LOTS 55 AND 56 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 57, 58 AND 59 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG SOUTH 322ND STREET IS FOR THE BENEFIT OF LOTS 57, 58 AND 59. THE OWNER(S) OF LOTS 57, 58 AND 59 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 60 AND 61 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG SOUTH 322ND STREET IS FOR THE BENEFIT OF LOTS 60 AND 61. THE OWNER(S) OF LOTS 60 AND 61 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 62, 63 AND 64 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ADJOINING TRACT "K" IS FOR THE BENEFIT OF LOTS 62, 63 AND 64. THE OWNER(S) OF LOTS 62, 63 AND 64 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 65, 66 AND 67 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 47TH AVENUE SOUTH IS FOR THE BENEFIT OF LOTS 65, 66 AND 67. THE OWNER(S) OF LOTS 65, 66 AND 67 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 68, 69 AND 70 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 47TH AVENUE SOUTH IS FOR THE BENEFIT OF LOTS 68, 69 AND 70. THE OWNER(S) OF LOTS 68, 69 AND 70 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 71, 72 AND 73 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ALONG 47TH AVENUE SOUTH IS FOR THE BENEFIT OF LOTS 71, 72, 73 AND 74. THE OWNER(S) OF LOTS 71, 72, 73 AND 74 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.
- THE PRIVATE STORM DRAINAGE SYSTEM ON LOTS 74, 75 AND 76 WITHIN THE 10 FOOT PRIVATE UTILITY EASEMENT (SEE NOTE 1, SHEET 3) ADJOINING TRACT "A" IS FOR THE BENEFIT OF LOTS 74, 75 AND 76. THE OWNER(S) OF LOTS 74, 75 AND 76 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION FOR THE SHARED PRIVATE STORM DRAINAGE SYSTEM.



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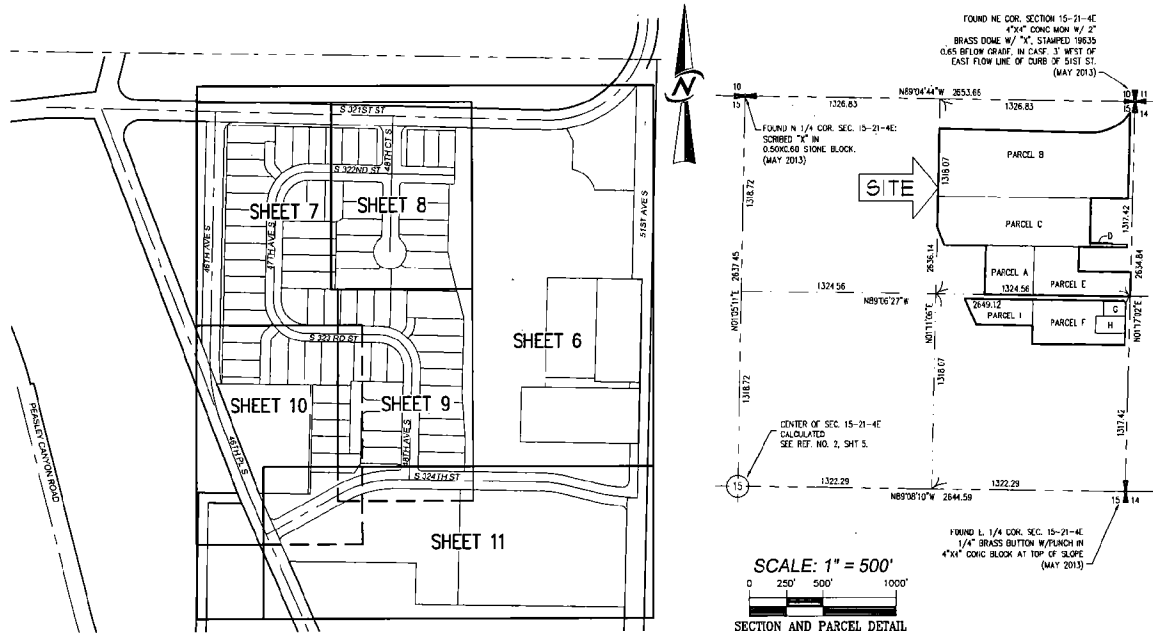
JOB NO. 13045

CITY OF AUBURN FILE NO. PLAT 15-0002

CANYON CREEK AT PEASLEY - DIVISION I

A PORTION OF THE NE 1/4, NE 1/4 AND SE 1/4, NE 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON

SHEET 5 OF 11



VICINITY MAP / SHEET INDEX (N.T.S.)

LOT NO	HOUSE NUMBER	STREET NAME
1	3275	47TH AVENUE SOUTH
2	4728	SOUTH 32ND STREET
3	4744	SOUTH 32ND STREET
4	4750	SOUTH 32ND STREET
5	4786	SOUTH 32ND STREET
6	4792	SOUTH 32ND STREET
7	4804	SOUTH 32ND STREET
8	4812	SOUTH 32ND STREET
9	4820	SOUTH 32ND STREET
10	32208	48TH COURT SOUTH
11	32222	48TH COURT SOUTH
12	32236	48TH COURT SOUTH
13	32250	48TH COURT SOUTH
14	32264	48TH COURT SOUTH
15	32278	48TH COURT SOUTH
16	32292	48TH COURT SOUTH
17	32306	48TH COURT SOUTH
18	32320	48TH COURT SOUTH
19	32334	48TH COURT SOUTH
20	32348	48TH COURT SOUTH
21	32362	48TH COURT SOUTH
22	32376	48TH COURT SOUTH
23	32390	48TH COURT SOUTH
24	32404	48TH COURT SOUTH
25	32418	48TH COURT SOUTH
26	32432	48TH COURT SOUTH
27	32446	48TH COURT SOUTH
28	32460	48TH COURT SOUTH
29	32474	48TH COURT SOUTH
30	32488	48TH COURT SOUTH
31	32502	48TH COURT SOUTH
32	32516	48TH COURT SOUTH
33	32530	48TH COURT SOUTH
34	32544	48TH COURT SOUTH
35	32558	48TH COURT SOUTH
36	32572	48TH COURT SOUTH
37	32586	48TH COURT SOUTH

38	32600	48TH AVENUE SOUTH
39	32614	48TH AVENUE SOUTH
40	32628	48TH AVENUE SOUTH
41	32642	48TH AVENUE SOUTH
42	32656	48TH AVENUE SOUTH
43	32670	48TH AVENUE SOUTH
44	32684	48TH AVENUE SOUTH
45	32698	48TH AVENUE SOUTH
46	32712	48TH AVENUE SOUTH
47	32726	48TH AVENUE SOUTH
48	32740	48TH AVENUE SOUTH
49	32754	48TH AVENUE SOUTH
50	32768	48TH AVENUE SOUTH
51	32782	48TH AVENUE SOUTH
52	32796	48TH AVENUE SOUTH
53	32810	48TH AVENUE SOUTH
54	32824	48TH AVENUE SOUTH
55	32838	48TH AVENUE SOUTH
56	32852	48TH AVENUE SOUTH
57	32866	48TH AVENUE SOUTH
58	32880	48TH AVENUE SOUTH
59	32894	48TH AVENUE SOUTH
60	32908	48TH AVENUE SOUTH
61	32922	48TH AVENUE SOUTH
62	32936	48TH AVENUE SOUTH
63	32950	48TH AVENUE SOUTH
64	32964	48TH AVENUE SOUTH
65	32978	48TH AVENUE SOUTH
66	32992	48TH AVENUE SOUTH
67	33006	48TH AVENUE SOUTH
68	33020	48TH AVENUE SOUTH
69	33034	48TH AVENUE SOUTH
70	33048	48TH AVENUE SOUTH
71	33062	48TH AVENUE SOUTH
72	33076	48TH AVENUE SOUTH
73	33090	48TH AVENUE SOUTH
74	33104	48TH AVENUE SOUTH
75	33118	48TH AVENUE SOUTH
76	33132	48TH AVENUE SOUTH
77	33146	48TH AVENUE SOUTH

BASIS OF BEARINGS

N01°00'00" BETWEEN THE NORTHEAST CORNER AND THE EAST QUARTER CORNER OF SECTION 15-21-4E.

REFERENCES

- RECORD OF SURVEY AS RECORDED IN VOLUME 135 OF SURVEYS, AT PAGE 287, UNDER RECORDING NUMBER 20000224900001.
- RECORD OF SURVEY AS RECORDED IN VOLUME 124, PAGE 73-73A, UNDER RECORDING NUMBER 9800020002.
- RECORD OF SURVEY AS RECORDED IN VOLUME 246, PAGE 156-159, UNDER RECORDING NUMBER 20000500000001.
- PLAT OF WEST AUBURN FIVE ACRE TRACTS AS RECORDED IN VOLUME 15 OF PLATS, AT PAGE 12, UNDER RECORDING NUMBER 475327.
- PLAT OF MILL CREEK NEW TRACTS NO. 1 AS RECORDED IN VOLUME 77 OF PLATS AT PAGE 94.
- APPROVED CITY OF AUBURN ORDINANCE NO. 8509, RIGHT-OF-WAY VACATION V2-14, DATED APRIL 21, 2014, THE RIGHT-OF-WAY VACATION OF S. 324TH ST. BECOMES EFFECTIVE UPON THE RECORDING OF THIS PLAT WITH THE DEDICATION OF NEW ALIGNMENT FOR S. 324TH ST. (SEE "SPECIAL NOTE" ON SHEET 1 OF 11).

CITY OF AUBURN FILE NO. PLAT 15-0002

SURVEY NOTES

- ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM FIRST AMERICAN TITLE INSURANCE CO. SUBDIVISION GUARANTEE, NO. 2181824, DATED DECEMBER 18, 2013; SUPPLEMENTAL REPORT 1, NO. 4209-2181824, DATED JANUARY 10, 2014; SUPPLEMENTAL REPORT 2, NO. 4209-2181824, DATED FEBRUARY 24, 2015; SUPPLEMENTAL REPORT 3, NO. 4209-2181824, DATED APRIL 21, 2015; SUPPLEMENTAL REPORT 4, DATED MAY 19, 2015; SUPPLEMENTAL REPORT 5, DATED JULY 16, 2015; SUPPLEMENTAL REPORT 6, DATED SEPTEMBER 16, 2015 AND GUARANTEE DATED OCTOBER 20, 2015. IN PREPARING THIS MAP, CORE DESIGN, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS CORE DESIGN, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND ENCLOSED BY THE REFERENCED FIRST AMERICAN TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE. CORE DESIGN, INC. HAS RELIED WHOLLY ON FIRST AMERICAN TITLE INSURANCE COMPANY'S REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE CORE DESIGN, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
- ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN MAY OF 2013.
- ALL DISTANCES ARE IN FEET.
- THIS IS A FIELD TRAVERSE SURVEY. A SOKKIA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.



CORE DESIGN

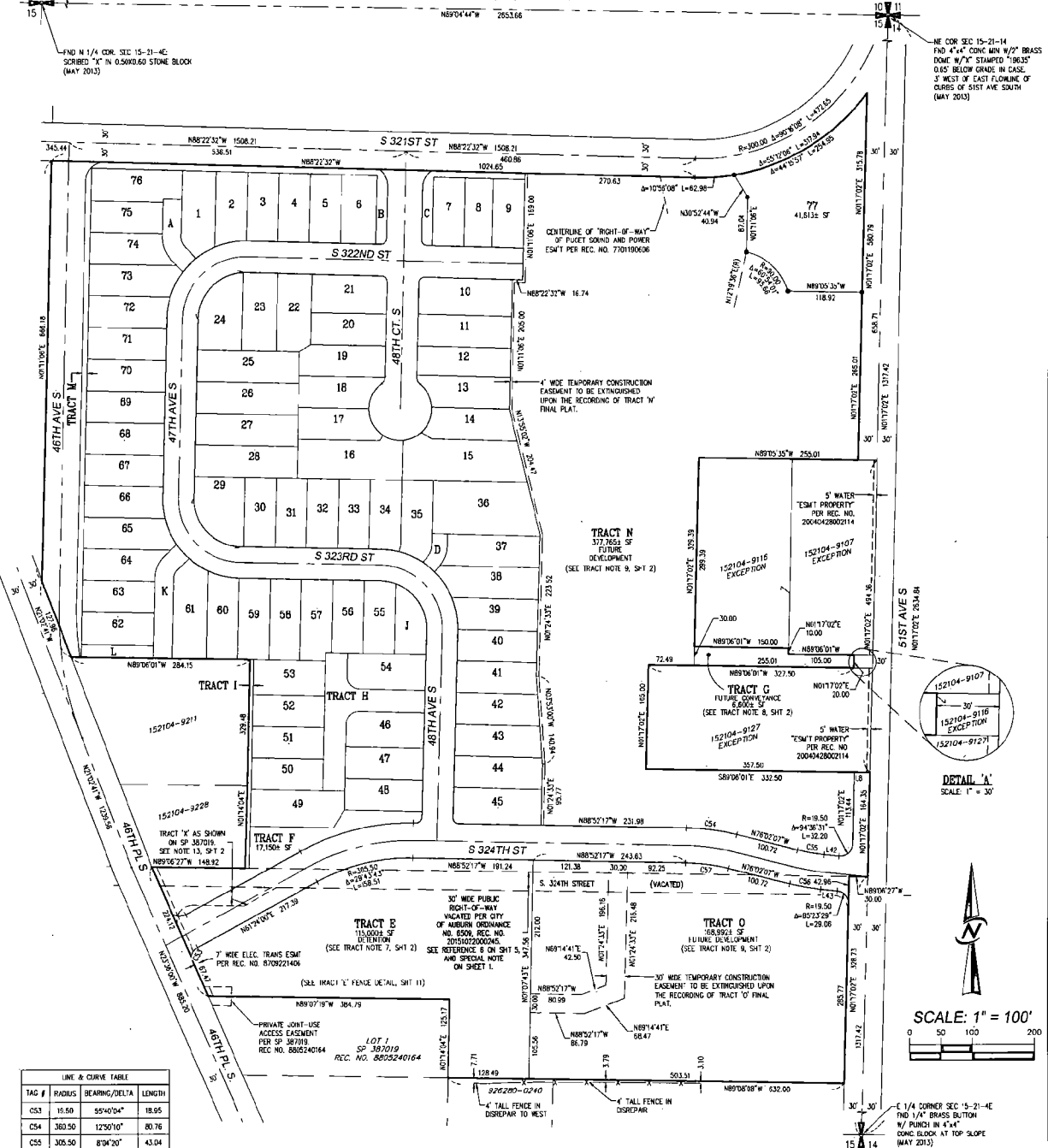
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SHEET 6 OF 11

FIND N 1/4 COR. SEC 15-21-4E:
SCRIBED "X" IN 0.50X0.60 STONE BLOCK
(MAY 2013)

NE COR SEC 15-21-14
FND 4"x4" CONC MIN W/2" BRASS
DOME W/"X" STAMPED "1963"
0.65' BELOW GRADE IN CASE
3' WEST OF EAST FLOWLINE OF
CURBS OF 51ST AVE SOUTH
(MAY 2013)



LINE & CURVE TABLE			
TAG #	RADIUS	BEARING/DELTA	LENGTH
C53	15.50	55°40'04"	18.95
C54	360.50	12°50'10"	80.76
C55	305.50	8°04'20"	43.04
C56	360.50	8°04'20"	50.79
C57	305.50	12°50'10"	68.44
L8		N89°06'01"W	25.00
L42		S84°06'27"E	24.07
L43		S84°06'27"E	26.63

(R) RADIAL BEARING



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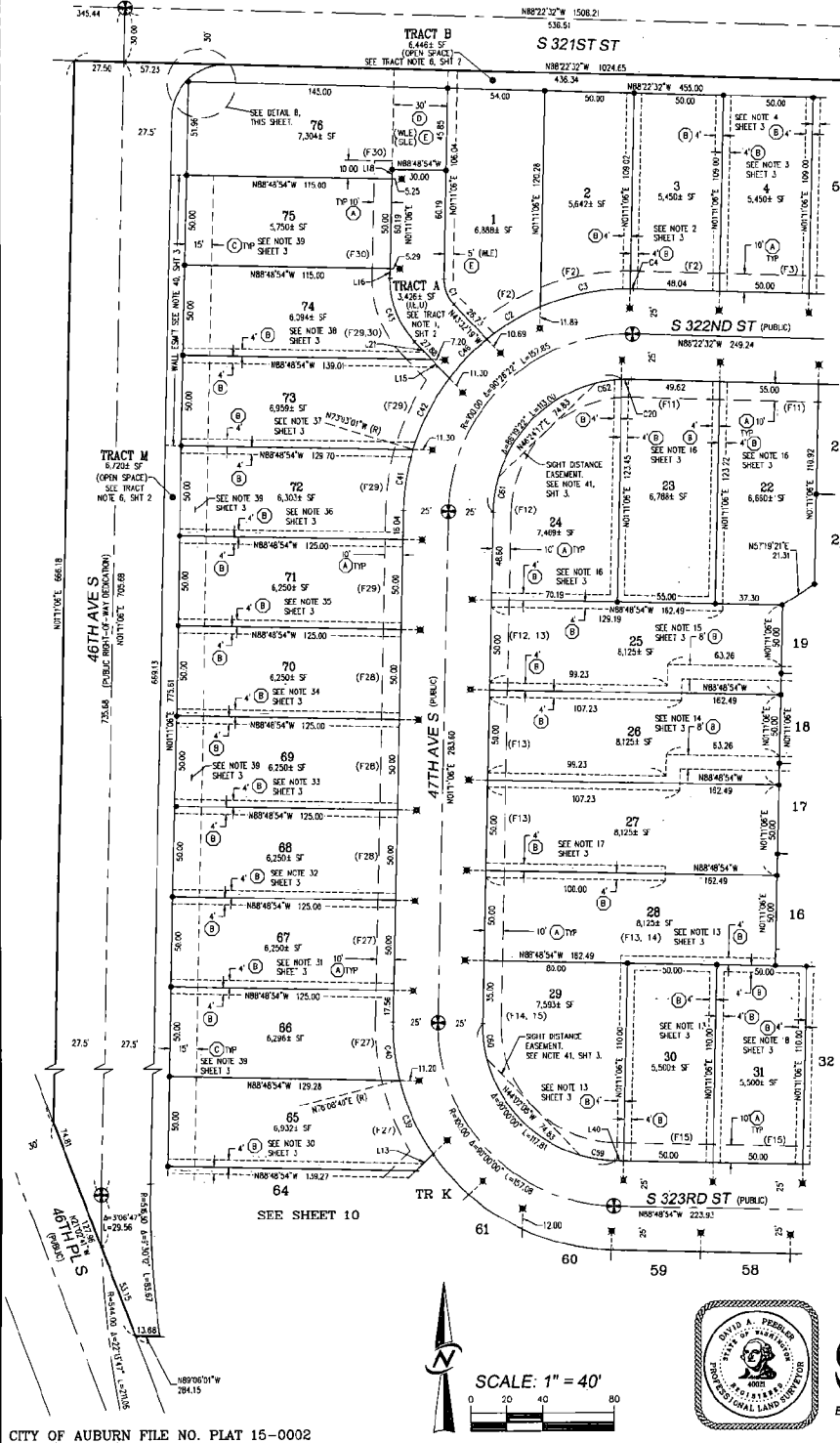
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CITY OF AUBURN FILE NO. PLAT 15-0002

CANYON CREEK AT PEASLEY - DIVISION I

A PORTION OF THE NE 1/4, NE 1/4 AND SE 1/4, NE 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON

SHEET 7 OF 11



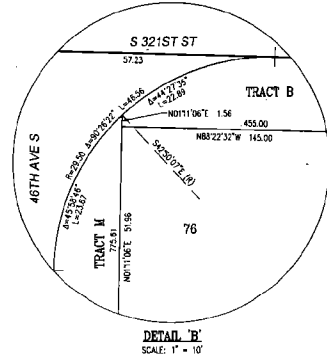
LINE & CURVE TABLE			
TAG #	RADIUS	BEARING/DELTA	LENGTH
C1	20.80	44°43'25"	15.61
C2	125.00	15°37'13"	34.81
C3	125.00	23°57'45"	51.53
C4	125.00	05°53'50"	1.96
C20	75.00	40°00'00"	5.39
C39	125.00	20°45'10"	45.28
C40	125.00	15°02'28"	22.81
C41	125.00	15°44'53"	34.39
C42	125.00	20°24'30"	44.52
C43	50.00	44°43'25"	39.03
C46	125.00	13°47'40"	30.09
C59	75.00	14°31'14"	13.44
C60	75.00	15°17'38"	20.07
C61	75.00	15°17'38"	20.02
C62	75.00	11°06'34"	14.63
L13		N46°11'55"E	13.20
L15		N43°32'19"W	14.33
L16		N01°10'06"E	5.19
L18		N01°10'06"E	5.00
L21		N43°32'19"W	15.50
L40		N88°48'54"W	5.00

LEGEND

- COA CITY OF AUBURN
- I.E.U. INGRESS, EGRESS & UTILITIES
- (R) RADIAL BEARING
- SET 1/2"x2"x4" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 40021"
- SET LEAD/TACK WITH 1" BRASS WASHER "CORE 40021" ON TOP CURB, ON PROPERTY LINE EXTENDED 10.70', UNLESS OTHERWISE NOTED.
- SET MONUMENT IN STANDARD KING COUNTY CASE.
- (F#) PRIVATE FRENCH DRAIN & STORM PROVISION. SEE NOTE #, SHEET #.

EASEMENT LEGEND

- (A) PRIVATE UTILITY EASEMENT, SEE EASEMENT NOTE 1, SHEET 3.
- (B) PRIVATE WALL AND STORM DRAINAGE EASEMENT, SEE SHEET 3.
- (C) PRIVATE STORM EASEMENT, SEE SHEET 3.
- (D) PUBLIC ACCESS AND UTILITY EASEMENT TO THE CITY OF AUBURN, SEE SHEET 4.
- (E) PUBLIC ACCESS, WATERLINE (WLE), SANITARY SEWER (SLE) EASEMENT TO LAKEHAVEN UTILITY DISTRICT, SHEET SHEET 2.



SCALE: 1" = 40'



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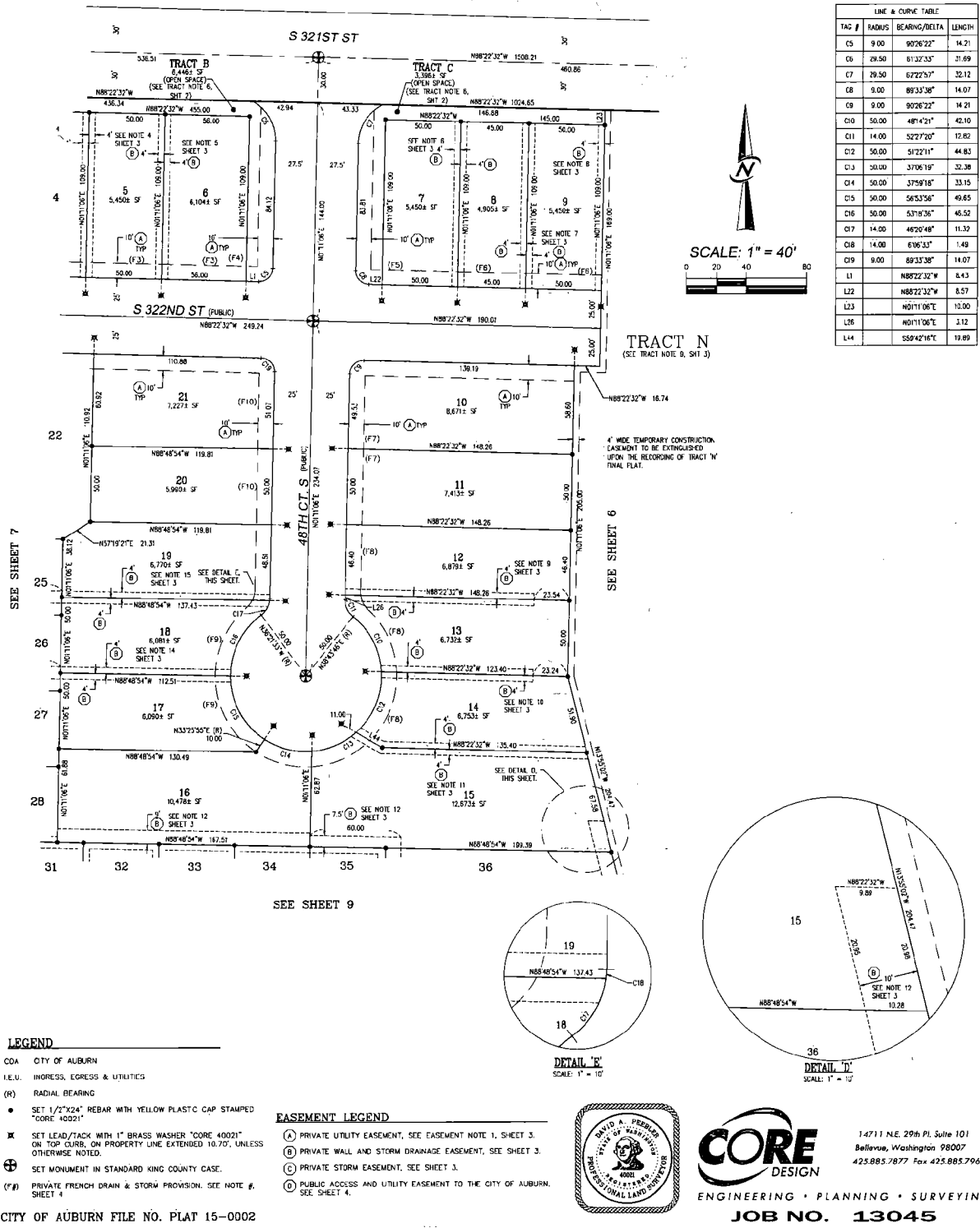
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CITY OF AUBURN FILE NO. PLAT 15-0002

CANYON CREEK AT PEASLEY - DIVISION I

A PORTION OF THE NE 1/4, NE 1/4 AND SE 1/4, NE 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON

SHEET 8 OF 11

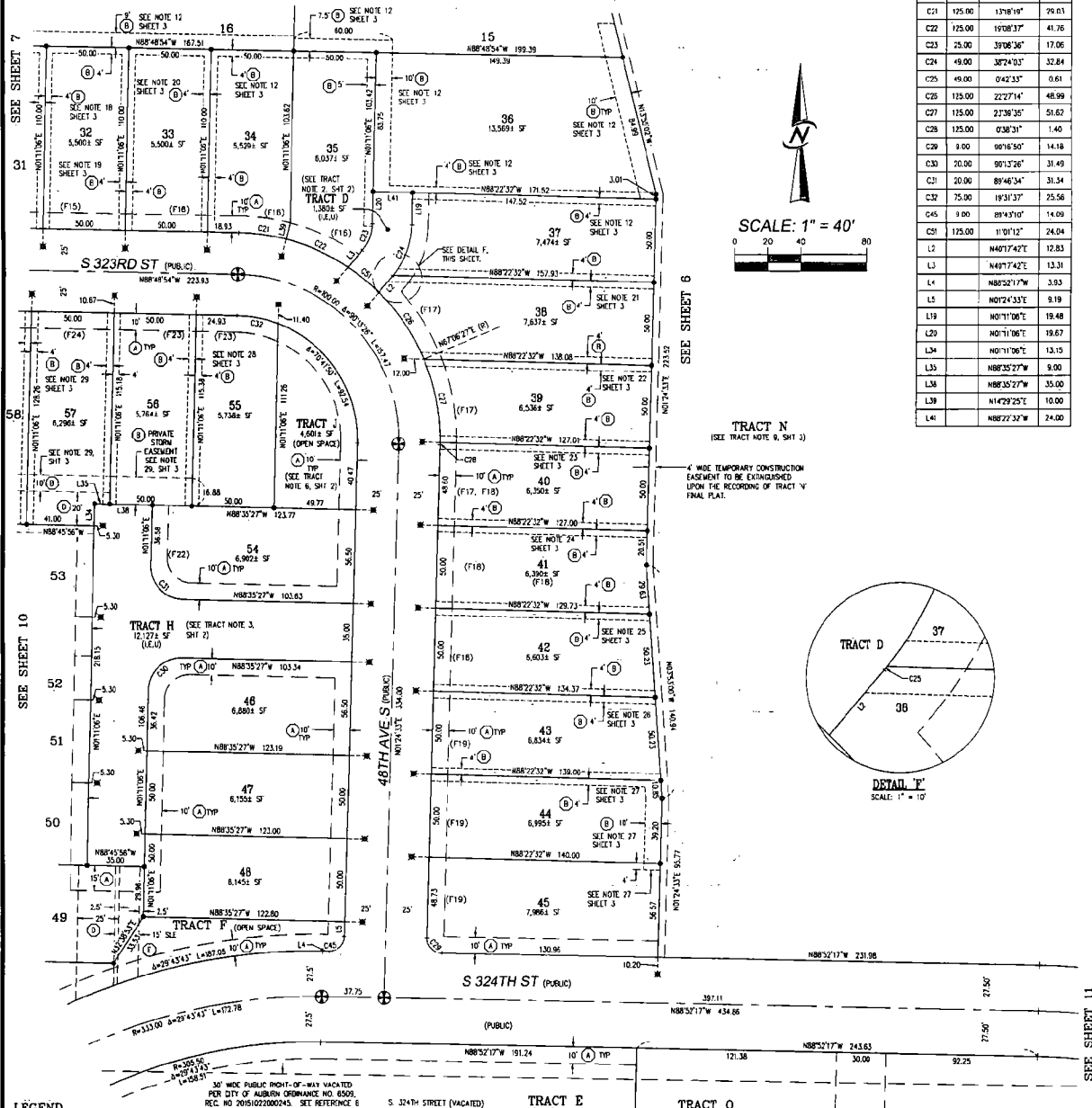


CANYON CREEK AT PEASLEY - DIVISION I

A PORTION OF THE NE 1/4, NE 1/4 AND SE 1/4, NE 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON

SHEET 9 OF 11

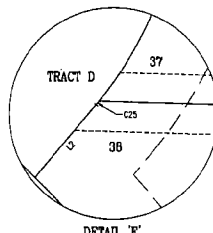
SEE SHEET 8



LINE #	CURVE TABLE	
TAG #	RADIUS	BEARING/DELTA
C21	125.00	137°18'19"
C22	125.00	195°08'37"
C23	25.00	31°08'36"
C24	45.00	38°24'03"
C25	45.00	04°23'37"
C26	125.00	22°27'14"
C27	125.00	21°36'35"
C28	125.00	03°36'31"
C29	8.00	98°16'50"
C30	20.00	90°13'26"
C31	20.00	89°46'34"
C32	75.00	19°31'37"
C45	8.00	89°43'10"
C51	125.00	11°01'12"
L2		N40°17'42"E
L3		N40°17'42"E
L4		N88°52'17"W
L5		N01°24'33"E
L19		N01°11'06"E
L20		N01°11'06"E
L34		N01°11'06"E
L35		N88°52'27"W
L38		N88°52'27"W
L39		N14°29'25"E
L41		N88°22'32"W

SCALE: 1" = 40'

TRACT N
(SEE TRACT NOTE 6, SHEET 3)



DETAIL F
SCALE: 1" = 10'

LEGEND

- COA CITY OF AUBURN
- (E.U.) INGRESS, EGRESS & UTILITIES
- (R) RADIAL BEARING
- SET 1/2"x24" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 40021"
- ✱ SET LEAD/TACK WITH 1" BRASS WASHER "CORE 40021" ON TOP CURB OR PROPERTY LINE EXTENDED TO 70', UNLESS OTHERWISE NOTED.
- ⊕ SET MONUMENT IN STANDARD KING COUNTY CASE.
- (F) PRIVATE FRENCH DRAIN & STORM PROVISION. SEE NOTE 4, SHEET 4

CITY OF AUBURN FILE NO. PLAT 15-0002

EASEMENT LEGEND

- ① PRIVATE UTILITY EASEMENT. SEE EASEMENT NOTE 1, SHEET 3.
- ② PRIVATE WALL AND STORM DRAINAGE EASEMENT. SEE SHEET 3.
- ③ PRIVATE STORM EASEMENT. SEE SHEET 3.
- ④ PUBLIC ACCESS AND UTILITY EASEMENT TO THE CITY OF AUBURN. SEE SHEET 4.
- ⑤ PUBLIC ACCESS, WATERLINE (WLE), SANITARY SEWER (SLE) EASEMENT TO LAKEHAVEN UTILITY DISTRICT. SHEET SHEET 2.



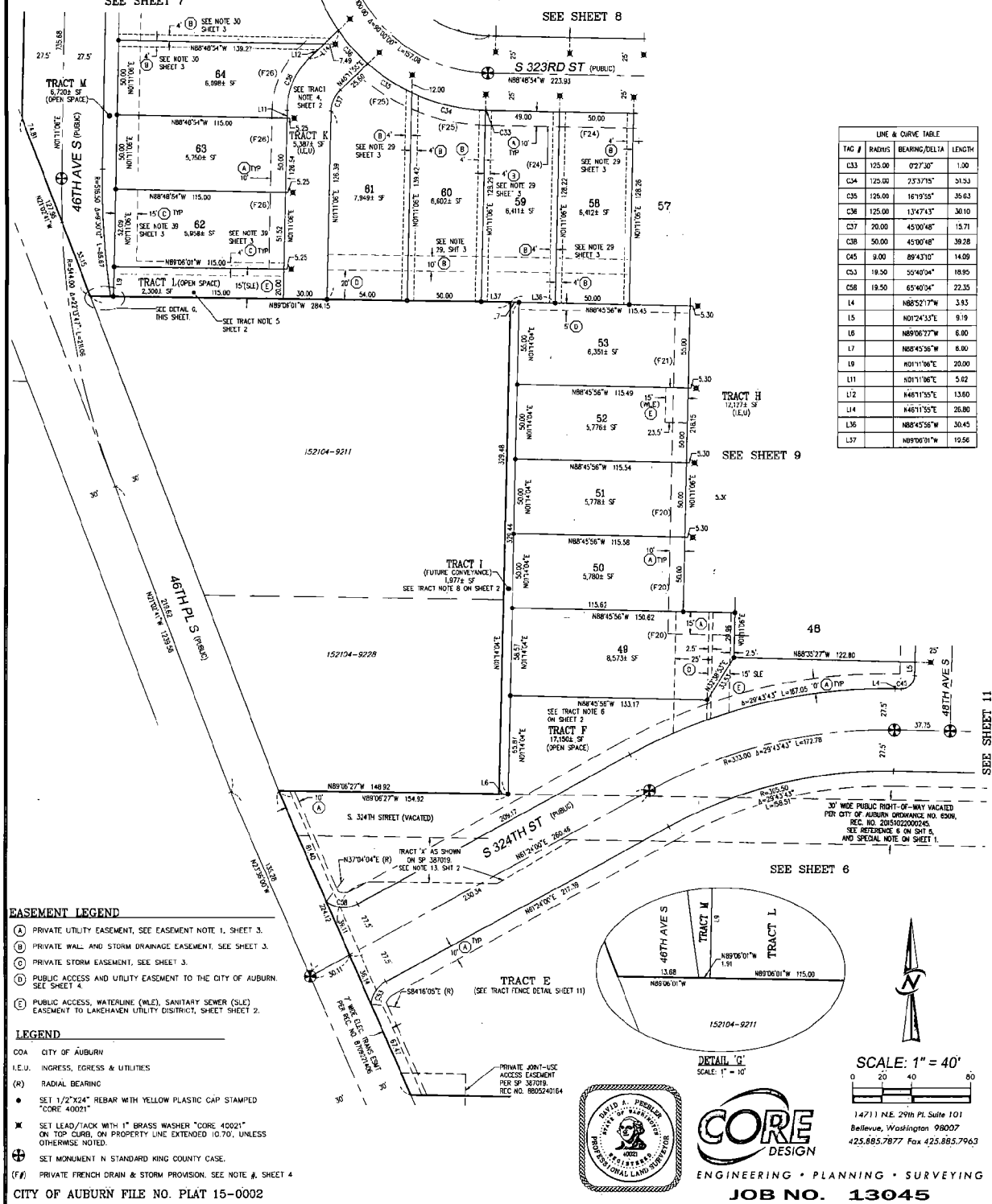
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CANYON CREEK AT PEASLEY - DIVISION I

SHEET 10 OF 11

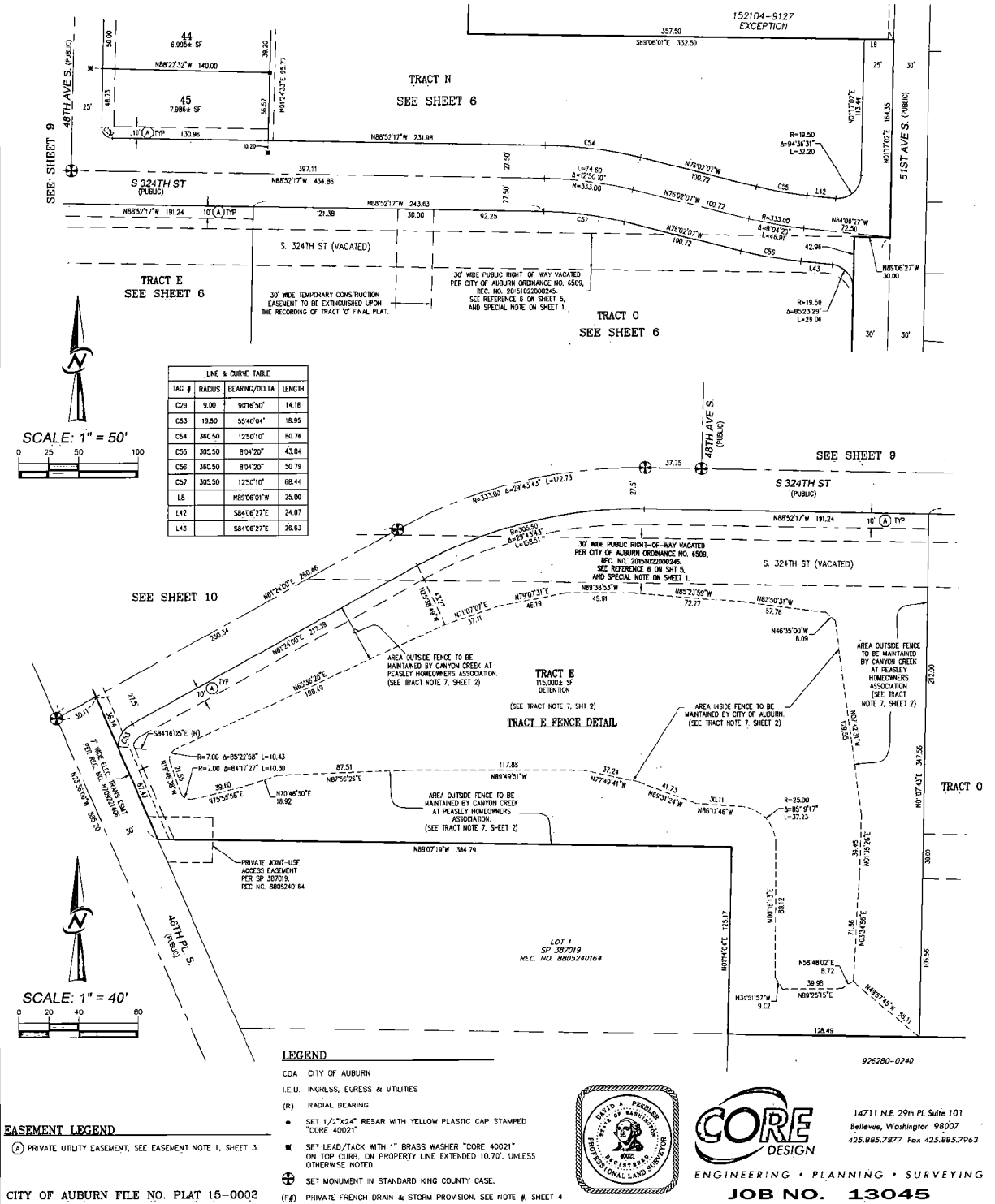
A PORTION OF THE NE 1/4, NE 1/4 AND SE 1/4, NE 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON



CANYON CREEK AT PEASLEY - DIVISION I

SHEET 11 OF 11

A PORTION OF THE NE 1/4, NE 1/4 AND SE 1/4, NE 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON



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BEFORE THE HEARING EXAMINER FOR THE CITY OF AUBURN

Phil Olbrechts, Hearing Examiner

RE: Auburn Assemblage

PLT13-0006

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

INTRODUCTION

The applicant requests approval of a preliminary plat for a 154 lot single-family subdivision of a 34.35 acre parcel located on the south side of 321st Street S. between 46th Pl. S. and 51st Ave. S. The applicant also requests approval of four street standard deviations. The preliminary plat is approved with conditions. The street standard deviations are also approved.

Approval of the preliminary plat is premised upon the approval of an associated rezone from R5 to R7. The examiner has recommended denial on this rezone request. If the City Council adopts the examiner's denial recommendation, the applicant will have to lower the density of the plat. It will be up to staff to ascertain what process will be necessary to approve such a reduction in density and associated change in preliminary plat design.

ORAL TESTIMONY

The hearing on the subject preliminary plat application was consolidated with the hearing on the associated rezone request. Please see the rezone recommendation (REZ13-0003) for a summary of the testimony of the consolidated hearing.

EXHIBITS

The hearing on the subject preliminary plat application was consolidated with the hearing on the associated rezone request. Please see the rezone recommendation (REZ13-0003) for a list of exhibits admitted into the consolidated hearing.

FINDINGS OF FACT

Procedural:

1. Applicant. The applicant is PNW Home Builder North, LLC.

2. Hearing. A public hearing was held on the proposed rezone on June 18, 2014 at 5:30 p.m. at the City Council chambers at Auburn City Hall. The hearing was left open through June 30, 2014 because the appeal period for the State Environmental Policy Act ("SEPA") Determination of Nonsignificance ("DNS") did not end until that date. Staff forwarded a SEPA mitigation agreement with the City of Federal Way (Ex. 20) to the examiner on July 1, 2014.

Substantive:

3. Site/Proposal Description. The applicant requests approval of a preliminary plat for a 154 lot single-family subdivision of a 34.35 acre parcel located on the south side of 321st Street S. between 46th Pl. S. and 51st Ave. S. The applicant also requests four street standard deviations.

The project site is currently primarily undeveloped, with 3 single-family residential structures (1 burnt out) with associated outbuildings. With the exception of the single-family residence located in the northeastern corner of the project site, all other structures will be demolished. The Project's calculated density is 5.69 dwelling units per net acre which is within the density threshold for R7 zone. The base (maximum) density for the R7 zone is 7 dwelling units per net acre. The minimum density for the R7 zone is 5 dwelling units per net acre (ACC 18.07.030).

The following lot dimensions are proposed by the Project:

Minimum average lot area: 6,388sf
Minimum lot area: 4,342sf
Minimum lot width: 39 feet (Lot 113)

Per the modification (also termed "deviation") requests ("Exhibit 14") the first dated March 6, 2014, and revised on April 4, 2014, the applicant proposes the following deviations:

1. Reduced Horizontal Curve Radius

- Reduce the minimum horizontal curve radius of 333 feet for "Local Residential" roadways as follows:
 - o Road B: in the vicinity of Lot 28, reduce the radius to 60 feet; in the vicinity of Lot 102, Lot 107, and Lot 116, reduce the radius to 100 feet.
 - o Road D: in the vicinity of Lot 53, reduce the radius to 50 feet; in the vicinity of Lot 54, reduce the radius to 150 feet.
- Reduce the minimum horizontal curve radius of 544 feet for "Residential Collector" roadways as follows:

- o Road E: in the vicinity of Tract J, Lot 43 and Lot 45, reduce the radius to 333 feet.

2. Reduce Minimum Tangent between Reverse Curves.

- Reduce the minimum tangent length of 100 feet between reverse curves for a "Local Residential" roadway as follows:

- o Road D: in the vicinity of Lot 53, reduce the tangent length to 33.90 feet

- Reduce the minimum tangent length of 150 feet between reverse curves for a "Residential Collector" roadway as follows:

- o Road E: in the vicinity of Lot 44, reduce the tangent length to 100 feet.

3. Reduced Design Speed for Intersection Sight Distance.

- Reduce the design speed for intersection sight distance for a "Local Residential" from the required design speed of 30 mph to the posted speed of 25 mph.

- Reduce the design speed for intersection sight distance for a "Residential Collector" from the required design speed of 35 mph to the posted speed of 30 mph.

4. Intersection Spacing.

- Reduce the required intersection spacing standard of 500 feet between "Residential Collectors" for the intersections of 46th Place South/Road E and 46th Place South/South 324th Street.

The request for multiple transportation-related modifications has been reviewed by the transportation staff and the City Engineer. The City Engineer is recommending approval of all. See "Exhibit 14" for transportation staff analysis and reasons for support.

4. Characteristics of the Area. The subdivision is surrounded by detached single-family homes or vacant lands, all zoned R5, except to the north, which is unincorporated King County

5. Adverse Impacts. As conditioned, there are no significant adverse impacts associated with the proposal. More specifically, impacts are addressed as follows:

A. Critical Areas. There are no wetlands or streams located on the project site. Isolated Critical Landslide or Erosion Hazard areas have been identified on the project Site. The overall average slope gradient is approximately 30%, with isolated areas in excess of 40%, with a

maximum local gradient of approximately 45% located in an isolated area approximately 880 square feet in area. A geotechnical report, Ex. 12, has been prepared to assess project impacts to the geologically hazardous areas. The geotechnical report did not anticipate that the project and associated construction activity will increase the potential for soil instability provided the recommendations of the report are followed. The project site is not in a floodplain. No state or federal candidate threatened or endangered plant and animal species has been identified on the project site. The project site is not located within any shoreline designation. The project site is located in Groundwater Protection Zone 4, requiring implementation of best management practices for water resource protection per ACC 16.10.120(E)(2).

- B. Drainage. Stormwater management, drainage, and erosion control will be adequately addressed via compliance with City stormwater standards, specifically including but not limited to the City's 2009 Surface Water Management Manual (SWMM), the ACC 13.48 Storm Drainage Utility, and ACC 15.74 Land Clearing, Filling, and Grading.

A wetland and unidentified stream are located to the south of the project site. The easternmost portion of the project site drains to the south and into this wetland/stream complex. There are no surface water inputs from the project site to the off-site wetland/stream complex other than sheet flow. At the completion of the project all run-off and stormwater generated on-site will be diverted to a stormwater detention facility located in the southwest corner of the project site. The result of the diversion will create a slight decrease in area within the contributing basin (168.8 acres decreased to 160.39 acres). However, based on the large quantity of water that will continue to move through the basin, and therefore into the wetland/stream complex, the hydrology within the system will be maintained. The 5% reduction of the contributing basin is not expected to negatively impact the wetland/stream complex, nor is it expected to cause significant adverse impacts downstream.

6. Adequacy of Infrastructure and Public Services. The proposal will be adequately served by public infrastructure. Drainage has already been addressed under adverse impacts above. In general, the streets, sidewalks, storm drainage facilities, and sewer mains will be required to meet the City's Design Standards during engineering review and shall be required to meet and implement those standards prior to final plat approval. These facilities will be reviewed as part of the facility extension, grading, and civil plans to be submitted by the Applicant. The following more specifically addresses other infrastructure and services:

- A. Water and Sewer. Water and sewer service is available from Lakehaven Utility District. The certificates of water availability provided by the

applicant only warrant water for 94 lots. The conditions of approval require the applicant to acquire certificates for the 154 lots.

- B. Transportation. The City's Transportation Division has reviewed the proposal for traffic impacts and found that the final project design adequately addresses all traffic impacts. With one exception, the proposal is found to not create any significant adverse traffic impacts. It is recognized that the residents of the area find traffic to already be too congested. However, what constitutes an acceptable level of congestion is set by the City's adopted level of service ("LOS") standards. With one exception, as detailed in the traffic report prepared by the applicant, Ex. 13 (reviewed and approved by the City's Transportation Division), the proposal will not lower LOS for any affected intersections below the minimum LOS set by the City Council.

The one exception referenced in the previous paragraph is an intersection that will fall below minimum LOS as a result of the proposed subdivision. According to the traffic report prepared by the applicant, the westbound leg of the 51st Ave S/S 316th St intersection operated at LOS D in 2013. In 2016 it will continue to have an LOS D without the proposed preliminary plat, but will drop to LOS E with the proposed preliminary plat. TR-20 of the Auburn Comprehensive Transportation Plan imposes an LOS D for this type of intersection. TR-19 requires that "*new development shall not be allowed when the impacts of the new development on the transportation system degrades the LOS to below the adopted LOS standard...*" . However, TR-20 further elaborates that for two way and all way stop controlled intersections (such as the 51st Ave S/S 316th St intersection) that "*if LOS falls below the standard [D], analysis and mitigation may be required in a manner commensurate with the associated impacts.*" Staff requested the applicant to prepare an addendum addressing the impacts to the 51st Ave S/S 316th intersection. The addendum notes that staff and the applicant came to agreement that lowering the LOS to E would be acceptable since the impacts of the proposal were very minor, adding only nine p.m. trips to the intersection. Given the minor nature of the impact, it was apparently concluded that the "commensurate" mitigation was no mitigation.

The somewhat cavalier treatment that has been afforded to the LOS violation at the 51st Ave S/S 316th St intersection is not justified for this project. Compliance with adopted transportation LOS standards is one of the most important requirements of the Growth Management Act, which requires cities and counties to adopt LOS standards for transportation facilities along with ordinances that "*...prohibit development approval if the development causes the level of service on a locally owned transportation facility to decline below the standards adopted in the transportation element of the transportation plan, ...*" See RCW 36.70A.070(6)(b)(referred to as GMA concurrency). As noted in the preceding paragraph, TR-20 provides for some flexibility in the

1 application of the City's LOS standard for the 51st Ave S/S 316th St
2 intersection, but the strict requirements of the GMA call for a strict
3 application of the TR-20 language. Staff and the applicant apparently take the
4 position that a developer can violate LOS any time they pay their
5 proportionate share of traffic impacts and they don't have to do anything if the
6 impact is minor. Such a position would render the GMA concurrency
7 requirement meaningless, since developers are already required to pay for
8 their proportionate share of impacts unless the impact is minor.

9 At the very least, if a development violates GMA concurrency, the proposal
10 should be mitigated to the maximum extent reasonable to prevent the
11 violation. That hasn't been done here. The concurrency violation can likely
12 be entirely avoided by denying the requested rezone to R7 as outlined in the
13 examiner's rezone recommendation. As discussed in the traffic study
14 addendum, the proposed preliminary plat only contributes nine p.m. trips to
15 the 51st Ave S/S 316th St intersection, yet this contribution is enough to make
16 the difference between LOS D and LOS E. The proposed rezone will add 19
17 single-family homes to the project site, which presumably will be more than
18 enough to account for nine p.m. trips at the 51st Ave S/S 316th St intersection.
19 It appears likely that denial of the rezone will prevent the project from
20 violating concurrency. Even if it doesn't the rezone should still be denied to
21 minimize the violation. If the City Council approves the rezone, then the
22 density of the proposal should be reduced if doing so can avoid violating
23 concurrency while also still satisfying the minimum 5 dwelling unit per acre
24 density requirement of the R7 zone.

25 On another transportation issue, Mr. Vinton raises valid concerns over the
proximity of the proposed realignment of 46th Ave to his home (described in
more detail in FN No. 1 of the Assemblage rezone recommendation, REZ13-
0003). However, the applicant's nexus to this improvement is too remote to
impose any mitigation. The applicant is only dedicating right of way for an
improvement that may or may not be built by the City at some time in the
future. A city transportation engineer noted that the City would address the
impacts to Mr. Vinton when it designed the realignment. The City's position
on this issue is noted for the record.

- 21 C. Sidewalks. Sidewalks will be provided on both sides of all proposed roads
22 and on the side of access tracts that provide access to the homes to provide
23 pedestrian access and connectivity.
- 24 D. Schools. Adequate provisions for schools are made through the payment of
25 school impact fees at the time of Building Permit issuance for each lot, unless
deferred.
- E. Parks. Adequate provisions for parks are made through the payment of park
impact fees at the time of Building Permit issuance for each lot unless

deferred. The proposed Project of 154 lots does trigger the need for dedication of park land per ACC 17.14.100; however, Daryl Faber, Director of Parks and Recreation has stated a payment of impact fees is acceptable in lieu of park land dedication.

- F. Police and Fire Protection. Police and Fire services will serve the proposed development and will be provided by the Valley Regional Fire Authority and the City of Auburn Police Department.

CONCLUSIONS OF LAW

Procedural:

1. Authority of Hearing Examiner. ACC 17.10.050 grants the Hearing Examiner with the authority to review and make a final decision on an application for preliminary plat. ACC 17.18.010(A) grants the Hearing Examiner with the authority to approve modifications to the City's Design Standards with the concurrence of the City Engineer.

Substantive:

2. Zoning Designation. R-5 Residential with a rezone application to R7 pending.
3. Review Criteria and Application. ACC 17.06.070 governs the criteria for preliminary plat approval. ACC 17.18.030 governs the criteria for Design Standard deviations. Relevant criteria are quoted below with corresponding conclusions of law.

Preliminary Plat Standards:

ACC 17.07.070(A): *Adequate provisions are made for the public health, safety and general welfare and for open spaces, drainage ways, streets, alleys, other public ways, water supplies, sanitary wastes, parks, playgrounds and sites for schools and school grounds.*

4. As identified in Finding of Fact No. 5 and 6, the proposal is adequately served by all public services and utilities required in the criterion above. As further determined in Finding of Fact No. 5 there are no adverse impacts associated with the proposal. Given the absence of any adverse impacts in conjunction with adequate public facilities, it is concluded that adequate provision is made for the public health, safety and welfare.

1 **ACC 17.07.070(B):** *Conformance of the proposed subdivision to the general*
2 *purposes of the Comprehensive Plan.*

3 5. The staff's analysis of consistency with the comprehensive plan at pages 8-10 of
4 the staff report is adopted and incorporated by this reference as if set forth in full,
5 except for any portions addressing traffic impacts.

6 **ACC 17.07.070(C):** *Conformance of the proposed subdivision to the general*
7 *purposes of any other applicable policies or plans that have been adopted by the City*
8 *Council.*

9 6. The staff's analysis of consistency with any other applicable plans or policies at
10 pages 10-13 of the staff report is adopted and incorporated by this reference as if set
11 forth in full except for any provisions pertaining to transportation LOS.

12 **ACC 17.07.070(D):** *Conformance of the proposed subdivision to the general*
13 *purposes of the Land Division Ordinance as enumerated in ACC Section 17.02.030.*

14 **ACC 17.02.030:** *The purpose of this title is to regulate the division of land lying*
15 *within the corporate limits of the city, and to promote the public health, safety and*
16 *general welfare and prevent or abate public nuisances in accordance with standards*
17 *established by the state and the city, and to:*

- 18 A. *Prevent the overcrowding of land;*
19 B. *Lessen congestion and promote safe and convenient travel by the public on*
20 *streets and highways;*
21 C. *Promote the effective use of land;*
22 D. *Provide for adequate light and air;*
23 E. *Facilitate adequate provision for water, sewerage, drainage, parks and*
24 *recreational areas, sites for schools and school grounds, and other public*
25 *requirements;*
26 F. *Provide for proper ingress and egress;*
27 G. *Provide for the expeditious review and approval of proposed land divisions*
28 *which comply with this title, the Auburn zoning ordinance, other city plans, policies*
29 *and land use controls, and Chapter 58.17 RCW;*
30 H. *Adequately provide for the housing and commercial needs of the citizens of the*
31 *state and city;*
32 I. *Require uniform monumenting of land divisions and conveyance by accurate*
33 *legal description;*
34 J. *Implement the goals, objectives and policies of the Auburn comprehensive*
35 *plan;*
36 K. *Prevent or abate public nuisances.*

37 7. The proposal is consistent with the purposes of the Land Division Ordinance as
38 enumerated above. The roads designed for the proposal are safely designed to meet
39 traffic demand and sidewalks on both sides of the subdivision street promote

pedestrian safety. Applicable zoning setbacks provide for adequate light and air. The proposal does not result in overcrowding as it proposes a density within the range allowed by the underlying zone. As previously discussed, the proposal is consistent with and implements the Auburn Comprehensive Plan. As previously determined the proposal is adequately served by all essential public facilities and it is consistent with the comprehensive plan. As conditioned the final plat development will require uniform monumenting of new lots and conveyance by accurate legal description.

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

8. The proposed proposal meets the bulk and dimensional standards of the R7 district. As determined in FOF No. 3 the lots are designed to meet the following R7 requirements:

- Minimum lot width of 40 feet
- Minimum lot size of 4,300 square feet.
- Minimum average lot area of 6,000 square feet.
- The future single family residences will be required to meet the minimum setbacks and lot coverage for the R7 district during building permit review.

Engineering standards will be met during engineering review prior to final plat approval. City staff have reviewed preliminary plans for traffic, utilities and storm drainage and found them to be compliant with City standards.

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

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

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

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

DEVIATIONS (Conclusions include findings of fact)

ACC 17.18.030(A): *Such modification is necessary because of special circumstances related to the size shape topography location or surroundings of the subject property to provide the owner with development rights and privileges*

permitted to other properties in the vicinity and in the zoning district in which the subject property is located.

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

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

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

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

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

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

11. The requested deviations identified in Finding of Fact No. 3 are concluded to comply with the standards above for the reasons identified in Ex. 14, adopted and incorporated by this reference as if set forth in full.

DECISION

The proposed preliminary plat, as described in this decision and in Ex. 4, as well as the street standard deviations identified in Finding of Fact No, 3, are approved subject to the following conditions:

1. Approval is premised on the City Council approval of REZ13-0003. If the City Council does not approve the rezone, City staff shall determine what review process is necessary to authorize design changes necessary to accommodate the resulting reduction in density if the applicant chooses to proceed with its application.

2. If the City Council approves REZ13-0003, staff shall investigate whether a reduction in density within the densities permitted in the R7 zone could avoid the violation of concurrency for the 51st Ave S/S 316th St intersection. If the concurrency violation can be avoided by reducing density, the density of the project shall be

reduced accordingly and staff shall determine what review process is necessary to approve the resulting changes in plat design.

3. The lot width of Lot 113 (39 feet) is below the minimum standard as required by Auburn City Code (ACC) 18.07.030, and shall be corrected to meet the minimum standard of 40 feet.

4. The ROW vacation request must have approval action by the Auburn City Council and a temporary construction easement granted by the Mayor prior to any permit approvals being issued for ground-disturbing work.

5. The Applicant shall obtain a Forestry Practices Permit from the Department of Natural Resources prior to the issuance of any permit approvals for ground-disturbing work.

6. The 10% Administrative Deviation (CA014-0001) is approved by the Planning Director per ACC 16.10.160, prior to any permit approvals for ground-disturbing work.

7. Applicant shall provide revised Certificates of Water and Sewer Availability showing availability for 154 lots as opposed to the 94 lots as provided on the Certificates provided.

8. Prior to issuance of clearing or grading permits, a grading plan for grading and clearing necessary for both the construction of infrastructure such as roads and utilities and for lot grading shall be prepared, submitted and approved by the City of Auburn. The plan shall identify the surveyed boundary and classification of all Critical Landslide Hazard areas proposed to be altered. This plan shall show quantities and locations of excavations, and embankments, the design of temporary storm drainage detention system, and methods of preventing drainage, erosion and sedimentation from impacting adjacent properties, natural and public storm drainage systems and other nearby sensitive areas. All the measures shall be implemented prior to beginning phased on- site filling, grading or construction activities. The Applicant's grading plans shall be prepared in conjunction with and reviewed by a licensed geotechnical engineer. The geotechnical engineer shall develop and submit, for the City's review, specific recommendations to mitigate grading activities with particular attention to developing a plan to minimize the extent and time soils are exposed on site and address grading and related activities during wet weather periods and whether seasonal construction limitations may be appropriate (the period of greatest concern is October 1 through March 31). The plans shall show the type and the extent of geologic hazard area or any other critical areas as required in chapters 16, and 18 of the International Building Code (IBC).

9. A complete Stormwater Site Plan meeting all requirements of the 2009 City of Auburn Surface Water Management Manual (SWMM) will be required as part of the Facilities Extension Agreement (FAC), submittal. Additionally, the following

1 information shall be provided as part of the FAC submittal: Operation and
2 Maintenance, Construction Stormwater Pollution Prevention, and Pollution Source
3 Control.

4 10. A Final Wetland Mitigation plan shall be submitted and approved by the City as
5 a part of the FAC process. The Final Wetland Mitigation plan shall contain the
6 information required by ACC 16.10.090 through ACC 16.10.130. Mill Creek and
7 any associated wetlands within 150 feet upstream and downstream of the proposed
8 outfall shall be delineated and shown on the Final Wetland Mitigation Plan. The
9 information also needs to include the stream class for Mill Creek, categorize any
10 wetlands within this area, show associated buffers, and provide a functions and
11 values analysis of the area affected by the proposed stormwater outfall.

12 11. Pursuant to ACC 16.10.130.8, a performance and maintenance security is
13 required upon approval of the Final Mitigation Plan. The amount of the financial
14 security shall equal one hundred twenty-five percent (125%) of the cost of the
15 mitigation project for the length of the monitoring period.

16 12. Applicant shall contact King County and obtain all appropriate King County
17 approvals for the portion of the proposed outfall conveyance pipe located on King
18 County property.

19 13. The proposed off-site stormwater outfall system at the discharge location at Mill
20 Creek shall be designed per 3.5 of the SWMM as appropriate for the design flow
21 discharge velocity. Additional consideration for energy dissipation during
22 high flow events and overflow conditions will need to be demonstrated with the
23 outfall design as part of the FAC review.

24 14. To address known capacity issues within Mill Creek adjacent to SR-167 at the
25 bottom of the hill downstream of the project site, a quantitative downstream
analysis will be required to demonstrate that the proposed stormwater discharge
from this project will not further impact the existing drainage issues downstream.

15 15. The downstream discharge from the detention pond is proposed to include an
16 above ground conveyance system along the right-of-way of 46th Avenue South
17 down slopes approximately 35%. Per 3.4.1 of Volume III of the SWMM, pipes with
18 slopes greater than 30% will need to be ductile iron or HOPE material and
19 include appropriate anchor spacing and design. HOPE piping proposed above
20 ground will also require design demonstrating thermal expansion concerns of pipe
21 material will be properly addressed. Ductile Iron will most likely not be appropriate
22 for the steep slope due to the weight of the pipe.

23 16. Further demonstration that the proposed discharge pipe down the critical hazard
24 slope areas can feasibly be constructed with minimal impact and no alteration of
25 existing slopes shall be provided as part of the FAC review. Demonstration of
feasibility should include geotechnical evaluation of the existing soil types, soil

properties, groundwater conditions, potential for seepage, and stability of slopes both during construction and after. Safety measures to protect workers, adjacent property, vehicles, and pedestrians should be specified during construction on the critical slope areas. Worker, equipment, and material access should also be evaluated to demonstrate feasibility.

17. The ROW area along Peasley Canyon where the stormwater discharge is proposed and the downstream conveyance through Mill Creek is in King County's jurisdiction and may require County permits. The applicant will need to coordinate with the County and obtain all relevant permits prior to City approval.

18. A quantitative off-site analysis will need to be provided to demonstrate that the downstream conveyance system beyond the Mill Creek discharge point has capacity for the proposed discharge flows. The existing drainage course along Mill Creek includes several culvert crossings. Existing culvert size, condition, flows, and capacity will need to be evaluated.

19. Prior to City approval of the FAG, the plat construction drawings shall show the location of fire hydrants for Fire Agency operations. Final fire hydrant locations shall be approved by the Fire Marshal.

20. Tree planting detail will be provided for trees planted in the ROW per "Traffic-14" in the City of Auburn Engineering Construction Manual as part of the FAG submittal.

21. ADA compliant ramps shall be provided at all "T" intersections associated with the project.

22. Final street lighting, signage, roadway striping, and mailbox locations shall be provided as part of the FAG submittal.

23. "No parking" signs shall be posted along both sides of the street for the entire length of Road E, and for the portion of Road C located north of Road B. Location of and type of posting shall be provided as part of the FAG submittal.

24. "No Parking" signs shall be posted along one side of the street for the portion of Road C south of Road B, and for the entire length of Road D. Location of and type of posting shall be provided as part of the FAG submittal.

25. "No Parking" signs shall be posted in all cui-de-sacs. Location of and type of posting shall be provided as part of the FAG submittal.

26. The sidewalks in Tract H and Q are required to be extended to the end of the Tract.

27. Additional ROW dedication shall be provided to allow the future curved road

alignment for 46th Place South adjacent to Tract R.

28. The connection of Road E to 46th Place South triggers the need for half-street frontage improvements, which shall be provided for along the portion of 46th Place South that is located adjacent to Tract O and Tract I.

29. The portion of property located east of Lot 46 shall be dedicated as ROW.

30. The connection of Road E to 51st Avenue South triggers a need for frontage improvements. A deferral request for these improvements can be provided for review and approval as part of the FAC process.

31. Tract S shall be removed from the ROW dedication for the future realignment of 46th Place South.

32. Groundwater protection measures and mitigation will be implemented to the extent required by ACC 16.10.120(E)(2).

33. The subdivision shall include uniform monumenting of land divisions and conveyance by accurate legal description as required by ACC 17.02.030(1).

Dated this 15th day of July, 2014.

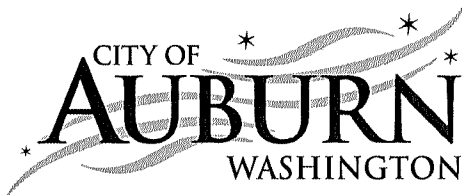

Phil A. Olbrechts

City of Auburn Hearing Examiner

Appeal Right and Valuation Notices

This decision is final subject to appeal to superior court as governed by Chapter 36.70C RCW.

Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.



CERTIFICATE OF IMPROVEMENTS

FINAL PLAT APPLICATION FAC14-0016

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:
CANYON CREEK AT PEASLEY – DIVISION 1 (aka AUBURN ASSEMBLAGE PHASE 1), approved plat security bonds were provided, totaling **\$215,010.00** (150% of the estimated costs of improvements) has been submitted and approved by the City Engineer.

City Engineer

Date

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

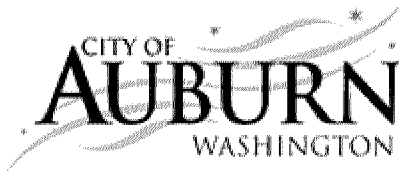
Phase 1: ON-SITE - \$145,080.00

Final Lift, Adjustment of Utility Castings to Grade and Installation of Monuments

Phase 2: OFF-SITE - \$ 69,930.00

Final Lift, Adjustment of Utility Castings to Grade and Installation of Monuments

cc: File: FAC14-0016
Thaniel Gouk, Senior Planner
Polygon WJH, LLC



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6590, First Reading

Date:

March 15, 2016

Department:

Community Development &
Public Works

Attachments:

Ordinance No. 6590
Exhibit 2 - Hazel View Final Plat Map
Exhibit 3 - Engineer's Certificate of
Improvements
Exhibit 4 - Hearing Examiner Decision
Exhibit 5 - Vicinity Map

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Ordinance No. 6590.

Background Summary:

Tom Redding of Encompass Engineering & Surveying, representing Mike Chaffeur of Hazel View Estates LLC, has made application for the Final Plat of "Hazel View"; located northwest of 122nd Avenue SE and SE 30th PL, in the "Lea Hill" area of the City. This Final Plat subdivides the 5.22-acre site (King County Tax Parcel No. 0921059176) into 22 single-family residential lots, and 7 tracts; one tract dedicated to the Hazel View Homeowner's Association for a critical area and associated buffer (Tract A), one tract dedicated to the City of Auburn for stormwater purposes (Tract B), two private access tracts, with easements granted to the City of Auburn for public sewer and water (Tract C and E), two private joint-use driveway and utility tracts (Tract D and F), with an easement granted to the City of Auburn for public water over Tract D and an easement granted to the City of Auburn for public water and sanitary sewer purposes over Tract F, and one tract dedicated to the Hazel View Homeowner's Association, with an easement granted to the City of Auburn for public sanitary sewer purposes (Tract G). See Exhibit 2.

The Preliminary Plat was approved as a single phase by the Hearing Examiner on April 26, 2006 (L04P0033) with 21 conditions; see Exhibit 4. The plat, has been developed in accordance with the R-6 Residential zoning district, Title 19 KCC – "Land Segregation", Chapters WAC 58.17 and RCW 35A.58, and all applicable conditions of the Preliminary Plat approval.

The Final Plat has been reviewed by the various divisions of the Community Development and Public Works Department and the Valley Regional Fire Authority (VRFA) and find that all requirements have been met.

A Certificate of Improvements has been issued by the City Engineer, accepting completion of all required plat public improvements in accordance with all applicable standards of King County's Engineering Design Standards in effect at the time of Preliminary Plat approval, and where appropriate public improvements completed in accordance with the City of Auburn's Engineering Design Standards.

The role of the City Council in review of a Final Plat is ministerial in that it is limited to determining whether or not the Final Plat meets the requirements of the Preliminary Plat. The City Council, in its Final Plat approval, cannot add, subtract or modify Preliminary Plat requirements. Its decision is to either (1) approve the final plat if all Preliminary Plat requirements have been met; or (2) deny approval of the Final Plat if any Preliminary Plat requirements have not been met. If a Final Plat is being denied, it is also appropriate for the City Council to identify any/all Preliminary Plat requirements that have not been met.

Reviewed by Council Committees:

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

Councilmember:

Staff: Snyder

Meeting Date: March 21, 2016

Item Number: ORD.C

ORDINANCE NO. 6 5 9 0

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, APPROVING
THE FINAL PLAT OF HAZEL VIEW**

WHEREAS, the City of Auburn received a final plat application for the Plat of Hazel View, Application No. PLT16-0001, 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. Hazel View Estates LLC has made application for the Final Plat of "Hazel View".
2. The Preliminary Plat of "Hazel View" (King County File No. L04P0033) was approved by the Hearing Examiner on April 26, 2006, as a single phase with 21 conditions.
3. The Plat of "Hazel View" was originally filed and deemed "complete" for processing under King County codes, prior to annexation, and was to conform to the King County codes, which differ from the City of Auburn codes in terms of zoning requirements and engineering design standards.
4. The Plat of "Hazel View" has been developed in accordance with all applicable conditions of the Preliminary Plat.
5. A Certificate of Improvements has been issued by the City Engineer, accepting completion of certain required plat improvements in accordance with all applicable standards of the King County's Engineering Design Standards and where appropriate, the City of Auburn's Engineering Design Standards.
6. The final plat includes one publicly dedicated tract, Tract B, for the storm drainage facility.

Ordinance No. 6590
March 21, 2016
Page 1 of 1

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, including standards to which the plat is vested.
2. The Final Plat of "Hazel View" is consistent with the King County and City of Auburn Comprehensive Plan.
3. The Plat meets the requirements of Chapter 58.17 RCW.

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

Section 1. Approval. Hazel View, a subdivision consisting of real property located within the City of Auburn, Washington, which plat is legally described on Sheet 1 of 4 of the Final Plat and set forth below:

LOT 1 AND THE WEST 326.03 FEET OF LOT 2, KING COUNTY SHORT PLAT NUMBER 584147, RECORDED UNDER RECORDING NUMBER 8502190360, BEING A PORTION OF SECTION 9, TOWNSHIP 21 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

(ALSO KNOWN AS LOT 1 OF KING COUNTY LOT LINE ADJUSTMENT NUMBER 8706015, RECORDED UNDER RECORDING NUMBER 8710150307).

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

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

FIRST READING: _____

SECOND READING: _____

PASSED: _____

APPROVED: _____

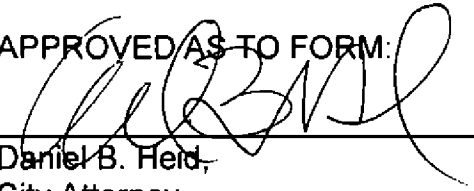
CITY OF AUBURN

NANCY BACKUS,
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

Published: _____

Ordinance No. 6590
March 21, 2016
Page 3 of 3

HAZEL VIEW

A PORTION OF THE NORTHEAST 1/4, OF THE NORTHWEST 1/4, SEC. 9, T 21 N, R 5 E, W.M.
CITY OF AUBURN, 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 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.

HAZEL VIEW ESTATES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

BY: Mike Chaffeur ITS: Managing Member

COLUMBIA STATE BANK
BY: Kevin Conklin ITS: SVF

Acknowledgement

STATE OF WASHINGTON }
COUNTY OF KING } ss.

ON THIS DAY PERSONALLY APPEARED BEFORE ME Mike Chaffeur OF HAZEL VIEW ESTATES LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THE COMPANY THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT ON BEHALF OF THE CORPORATION.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 8th DAY OF March 20 16

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
MY COMMISSION EXPIRES 4/19/16

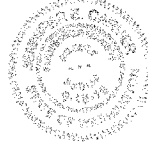


STATE OF WASHINGTON }
COUNTY OF KING } ss.

ON THIS DAY PERSONALLY APPEARED BEFORE ME Kevin Conklin OF COLUMBIA STATE BANK, THE COMPANY THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT ON BEHALF OF THE CORPORATION.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 8th DAY OF March 20 16

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
MY COMMISSION EXPIRES 4/19/16



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF HAZEL VIEW IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 9, TOWNSHIP 21 NORTH, RANGE 5 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.

Steve McCaskey 3-8-16
STEVEN D. MCCASKEY, PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 42876
ENCOMPASS ENGINEERING AND SURVEYING
185 NE JUNIPER STREET, SUITE 201
ISSAQUAH, WA 98027
PHONE: (425) 392-0250

LEGAL DESCRIPTION

LOT 1 AND THE WEST 326.03 FEET OF LOT 2, KING COUNTY SHORT PLAT NUMBER 584147, RECORDED UNDER RECORDING NUMBER 8502190380, BEING A PORTION OF SECTION 9, TOWNSHIP 21 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

(ALSO KNOWN AS LOT 1 OF KING COUNTY LOT LINE ADJUSTMENT NUMBER 8706015, RECORDED UNDER RECORDING NUMBER 8710150307).

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.

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 THE 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 22ND DAY OF APRIL, 2013.

AUBURN ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT

APPROVAL

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

MAYOR _____ ATTEST: _____
AUBURN CITY CLERK

FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION, AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN 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 _____
TAX PARCEL NO. 092105-9176

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF THE CITY OF AUBURN THIS _____ DAY OF _____, 20____ AT _____ MINUTES PAST _____ M., AND RECORDED IN VOLUME _____ OF PLATS, PAGE _____ RECORDS OF KING COUNTY, WASHINGTON.

COUNTY RECORDING NUMBER _____

MANAGER _____

SUPERINTENDENT OF RECORDS

PLT16-0001



PREPARED BY

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DRAWN BY: JEF CHECKED BY: SIM DATE: 03/03/16 SHEET: 1 OF 4

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HAZEL VIEW

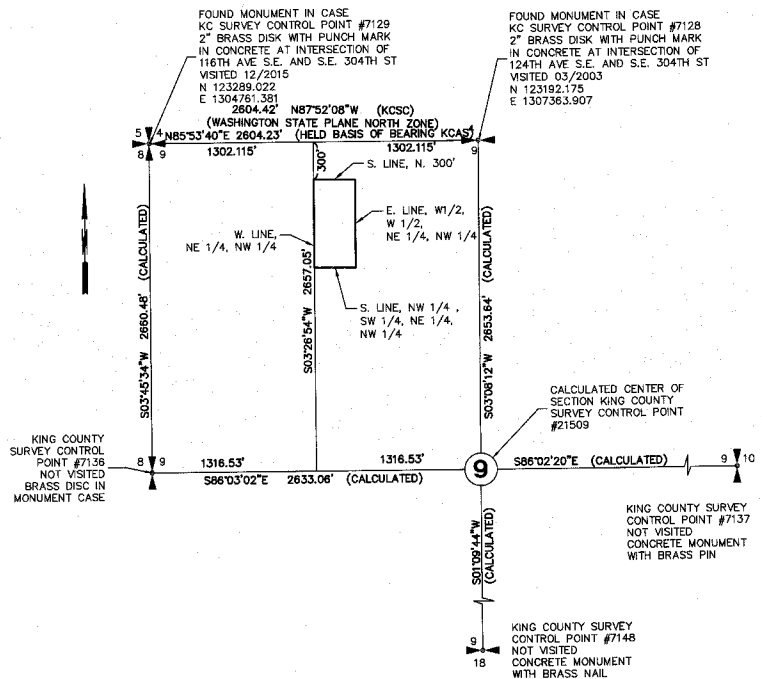
A PORTION OF THE NORTHEAST 1/4, OF THE NORTHWEST 1/4, SEC. 9, T 21 N, R 5 E, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON

CHICAGO TITLE INSURANCE COMPANY
GUARANTEE/CERTIFICATE NO. 0057747-05
SCHEDULE B
SPECIAL EXCEPTIONS

- EASEMENT GRANTED TO PUGET SOUND POWER & LIGHT COMPANY, A WASHINGTON CORPORATION, FOR UNDERGROUND ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM TOGETHER WITH ALL NECESSARY OR CONVENIENT APPURTENANCES, RECORDED DECEMBER 21, 1984 UNDER RECORDING NO. 8412210699. (NOT PLOTTABLE)
- EASEMENT GRANTED TO PUGET SOUND ENERGY, INC. FOR UTILITY SYSTEM(S) FOR PURPOSES OF TRANSMISSION, DISTRIBUTION AND SALE OF GAS AND ELECTRICITY, RECORDED SEPTEMBER 18, 2015 UNDER RECORDING NO. 20150918000801, (NOT PLOTTABLE)
- COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON KING COUNTY SHORT PLAT NUMBER 377155, RECORDED UNDER RECORDING NUMBER 7708040725. (NOT PLOTTABLE)
- COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES AND STATEMENTS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON KING COUNTY SHORT PLAT NUMBER 584147 RECORDED UNDER RECORDING NUMBER 8502190360. (NOT PLOTTABLE)
- COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES AND STATEMENTS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON KING COUNTY LOT LINE ADJUSTMENT NUMBER 8706015 RECORDED UNDER RECORDING NUMBER 8710150307. (NOT PLOTTABLE)
- INTENTIONALLY DELETED FROM THIS TITLE REPORT

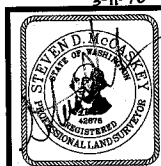
NOTES

- ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN OUTLET AS SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS ON FILE WITH THE CITY OF AUBURN. THIS PLAN SHALL BE SUBMITTED WITH THE APPLICATION OF ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS MUST BE CONSTRUCTED AND APPROVED PRIOR TO THE FINAL BUILDING INSPECTION APPROVAL. FOR THOSE LOTS THAT ARE DESIGNATED FOR INDIVIDUAL LOT INFILTRATION SYSTEMS, THE SYSTEMS SHALL BE CONSTRUCTED AT THE TIME OF THE BUILDING PERMIT AND SHALL COMPLY WITH PLANS ON FILE.
- THE TREES SHOWN TO BE RETAINED ON THE TREE RETENTION PLAN (L2.0 OF THE ASBUILT PLANS) SHALL BE MAINTAINED BY THE FUTURE OWNERS OF THE PROPOSED LOTS, CONSISTENT WITH PLANS FOR THE SUBJECT PLAT.
- THE STREET TREES SHALL BE OWNED AND MAINTAINED BY THE HAZEL VIEW HOMEOWNER'S ASSOCIATION.
- FUTURE RESIDENCE ON LOT 8 SHALL BE EQUIPPED WITH A FIRE SPRINKLER SYSTEM. IF THE FUTURE RESIDENCE ON LOT 7 AND/OR 19 ARE MORE THAN 150 FEET FROM THE BEGINNING OF THE JUNCTION OF THE PRIVATE ACCESS ROAD AND THE PUBLIC RIGHT-OF-WAY, THEN LOT 7 AND/OR 19 SHALL BE EQUIPPED WITH A FIRE SPRINKLER SYSTEM.



SECTION BREAKDOWN
PER PLAT OF KINGSLEY MEADOWS
VOL. 219, PGS. 19-23
N.T.S.

PLT16-0001



PREPARED BY

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DATE: 03/03/16

SHEET: 2 OF 4

HAZEL VIEW

A PORTION OF THE NORTHEAST 1/4, OF THE NORTHWEST 1/4, SEC. 9, T 21 N, R 5 E, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON

HOMEOWNERS ASSOCIATION COVENANT

THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HAZEL VIEW HOMEOWNER'S ASSOCIATION RECORDED UNDER KING COUNTY RECORDING NUMBER _____ RECORDS OF KING COUNTY, WASHINGTON. SAID HOMEOWNER'S ASSOCIATION SHALL OWN AND MAINTAIN 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 ON THE OWNERS OF LOTS 1 THROUGH 22, INCLUSIVE OF THIS PLAT, THEIR HEIRS, SUCCESSORS AND/OR ASSIGNS. SHOULD THE HAZEL VIEW HOMEOWNER'S ASSOCIATION BE DISSOLVED OR OTHERWISE CEASE TO FUNCTION, OWNERSHIP OF LOTS 1 THROUGH 22, INCLUSIVE OF THIS PLAT, WILL INCLUDE AN EQUAL AND UNDIVIDED INTEREST IN THE EASEMENTS HEREIN GRANTED, TOGETHER WITH AN EQUAL RESPONSIBILITY FOR THE MAINTENANCE RESPONSIBILITIES FOR ANY FACILITY THEREIN.

EASEMENT NOTES

- THE 15 FOOT PRIVATE STORM DRAINAGE EASEMENT (PVDE) SHOWN OVER AND ACROSS LOT 12 IS HEREBY RESERVED FOR AND GRANTED TO THE HAZEL VIEW HOMEOWNER'S ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS UPON THE RECORDING OF THIS PLAT. THE HAZEL VIEW HOMEOWNER'S ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE FACILITIES IN SAID EASEMENT AND WHEN NECESSARY TO REPAIR, CLEAN OR RECONSTRUCT FACILITIES SHALL HAVE A RIGHT OF ENTRY FOR THAT PURPOSE.
- THE 15 FOOT PUBLIC STORM DRAINAGE EASEMENT (PUBDE) SHOWN OVER AND ACROSS TRACT A IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF AUBURN, ITS SUCCESSORS AND/OR ASSIGNS UPON THE RECORDING OF THIS PLAT. THE CITY OF AUBURN IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT AS STATED IN THE CITY OF AUBURN PUBLIC EASEMENT PROVISION.
- THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT (PVDE) SHOWN OVER AND ACROSS LOTS 20 AND 21 IS ESTABLISHED FOR THE BENEFIT OF THE OWNERS OF LOTS 20, 21 AND 22. THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE STORM DRAINAGE SYSTEM USED IN COMMON SHALL BE BORNE IN EQUAL SHARES, EXCEPT THAT THE OWNERS OF ANY LOWER PARCEL SHALL NOT BE RESPONSIBLE FOR THE PART OF THE STORM DRAINAGE SYSTEM ABOVE THEIR CONNECTION; AND WHEN NECESSARY TO REPAIR, CLEAN OR RECONSTRUCT THE STORM DRAINAGE SYSTEM, THE PROPERTY OWNER(S) TO WHOM THE EASEMENT BENEFITS SHALL HAVE A RIGHT OF ENTRY FOR THAT PURPOSE.
- THE 15 FOOT PRIVATE WALL AND ASSOCIATED STORM DRAINAGE EASEMENT SHOWN OVER AND ACROSS LOTS 11, 12, 13 AND 14 IS HEREBY RESERVED FOR AND GRANTED TO THE HAZEL VIEW HOMEOWNER'S ASSOCIATION FOR RETAINING WALL AND ASSOCIATED STORM DRAINAGE FACILITIES. SAID HOMEOWNER'S ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE RETAINING WALL AND STORM DRAINAGE FACILITIES IN SAID EASEMENT AND WHEN NECESSARY TO REPAIR, CLEAN OR RECONSTRUCT THE STORM DRAINAGE SYSTEM SHALL HAVE A RIGHT OF ENTRY FOR THAT PURPOSE.
- THE 25 FOOT PUBLIC WATER AND SANITARY SEWER EASEMENT (PUBWSE) OVER AND ACROSS TRACTS E AND F AND LOTS 18 AND 19 IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF AUBURN, ITS SUCCESSORS AND/OR ASSIGNS UPON THE RECORDING OF THIS PLAT. THE CITY OF AUBURN IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE WATER AND SANITARY SEWER FACILITIES WITHIN SAID EASEMENT AS STATED IN THE CITY OF AUBURN PUBLIC EASEMENT PROVISION.
- THE 15 FOOT PUBLIC WATER EASEMENT (PUBWE) OVER AND ACROSS LOT 19 IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF AUBURN, ITS SUCCESSORS AND/OR ASSIGNS UPON THE RECORDING OF THIS PLAT. THE CITY OF AUBURN IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE WATER FACILITIES WITHIN SAID EASEMENT AS STATED IN THE CITY OF AUBURN PUBLIC EASEMENT PROVISION.
- THE 10 FOOT PUBLIC UTILITY, STREETLIGHT AND SIDEWALK EASEMENT (PUBUE) SHOWN ALONG THE PUBLIC STREET RIGHT-OF-WAYS AND ALONG TRACTS C, D, E AND F AND THE 16 FOOT UTILITY EASEMENT OVER AND ACROSS LOT 18 AND A PORTION OF LOT 19 IS HEREBY GRANTED AND CONVEYED TO THE CITY OF AUBURN, ITS SUCCESSORS AND/OR ASSIGNS FOR MAINTAINING PUBLIC UTILITY LINES/FACILITIES/SIDEWALKS. 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.
- THE 26 FOOT PUBLIC WATER AND SANITARY SEWER EASEMENT (PUBWSE) OVER AND ACROSS TRACT C AND LOT 4 IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF AUBURN, ITS SUCCESSORS AND/OR ASSIGNS UPON THE RECORDING OF THIS PLAT. THE CITY OF AUBURN IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE WATER AND SANITARY SEWER FACILITIES WITHIN SAID EASEMENT AS STATED IN THE CITY OF AUBURN PUBLIC EASEMENT PROVISION.
- THE 10' BY 20' FOOT PUBLIC WATER EASEMENT (PUBWE) OVER TRACT D IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF AUBURN UPON THE RECORDING OF THIS PLAT. THE CITY OF AUBURN IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE WATER FACILITY WITHIN SAID TRACT AS STATED IN THE CITY OF AUBURN PUBLIC EASEMENT PROVISION.

PUBLIC EASEMENT PROVISION

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 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, AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED, NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, OR FOR TELEPHONE OR CABLE TELEVISION USE, SHALL BE PLACED UPON ANY LOT UNLESS THE SAME FOR OTHER PURPOSES, SHALL BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

CITY OF AUBURN PUBLIC EASEMENT PROVISION

ALL CITY OF AUBURN PUBLIC UTILITY EASEMENTS AS SHOWN HEREON 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 NON-EXCLUSIVE EASEMENT UNDER, OVER, THROUGH AND ACROSS THE REAL PROPERTY AS DESCRIBED HEREIN FOR THE PURPOSE OF LAYING, MAINTAINING AND INSTALLING WATER AND APPURTENANCES THEREOF AND 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 WATER, SANITARY SEWER AND STORM DRAINAGE FACILITIES CONTAINED THEREIN WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREOF.

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 OTHER STRUCTURE 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. 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.

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.

TRACT DEFINITIONS

TRACT A

TRACT A IS A PRIVATE SENSITIVE AREA TRACT THAT CONTAINS A CLASS 3 WETLAND WITH AN ASSOCIATED BUFFER. THE ASSOCIATED BUFFER IS LOCATED IN ITS ENTIRETY WITHIN TRACT A.

DEDICATION OF SENSITIVE AREA TRACT(S) AND BUFFER CONVEYS TO THE PUBLIC A BENEFICIAL INTEREST IN THE LAND WITHIN THE TRACT/SENSITIVE AREA AND BUFFER. THIS INTEREST INCLUDES THE PRESERVATION OF NATIVE VEGETATION FOR ALL PURPOSES THAT BENEFIT THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING THE CONTROL OF SURFACE WATER AND EROSION, MAINTENANCE OF SLOPE STABILITY, AND PROTECTION OF PLANT AND ANIMAL HABITAT.

THE SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER IMPOSES UPON ALL PRESENT AND FUTURE OWNERS AND OCCUPIERS OF THE LAND SUBJECT TO THE SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER THE OBLIGATION ENFORCEABLE ON BEHALF OF THE PUBLIC BY THE CITY OF AUBURN, TO LEAVE UNDISTURBED ALL TREES AND OTHER VEGETATION WITHIN THE SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER. THE VEGETATION WITHIN THE SENSITIVE AREA TRACT/SENSITIVE AREA TRACT AND BUFFER MAY NOT BE CUT, PRUNED, COVERED BY FILL, REMOVED, OR DAMAGED WITHOUT APPROVAL IN WRITING FROM THE CITY, UNLESS OTHERWISE PROVIDED BY LAW.

THE COMMON BOUNDARY BETWEEN THE TRACT/SENSITIVE AREA AND BUFFER AND THE AREA OF DEVELOPMENT ACTIVITY MUST BE MARKED OR OTHERWISE FLAGGED TO THE SATISFACTION OF THE CITY PRIOR TO ANY CLEARING, GRADING, BUILDING CONSTRUCTION, OR OTHER BUILDING ACTIVITY ON A LOT SUBJECT TO SUBJECT TO THE SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER.

NO BUILDING FOUNDATIONS ARE ALLOWED WITHIN THE REQUIRED 15-FOOT BUILDING SETBACK LINE FROM TRACT A.

TRACT A IS HEREBY CONVEYED TO THE HAZEL VIEW HOMEOWNER'S ASSOCIATION AND IS RESPONSIBLE FOR ITS MAINTENANCE.

THE 15' PUBLIC STORM DRAINAGE EASEMENT (PUBDE) SHOWN OVER AND ACROSS TRACT A IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF AUBURN, ITS SUCCESSORS AND/OR ASSIGNS UPON THE RECORDING OF THIS PLAT. THE CITY OF AUBURN IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT AS STATED IN THE CITY OF AUBURN PUBLIC EASEMENT PROVISION.

TRACT B

TRACT B IS A PUBLIC STORM DRAINAGE TRACT AND IS HEREBY CONVEYED TO THE CITY OF AUBURN, OR ITS SUCCESSOR AGENCY FOR PUBLIC DRAINAGE PURPOSES UPON THE RECORDING OF THIS PLAT.

TRACT C

TRACT C IS A PRIVATE ACCESS TRACT FOR INGRESS, EGRESS AND UTILITIES FOR THE BENEFIT OF THE OWNERS OF LOTS 5, 6, 7, 8, 9 AND 10. OWNERSHIP OF LOTS 5, 6, 7, 8, 9 AND 10 WITHIN THIS PLAT INCLUDES AN EQUAL AND UNDIVIDED INTEREST IN TRACT C AND AN EQUAL AND UNDIVIDED RESPONSIBILITY FOR THE MAINTENANCE OF SAID TRACT. THE OWNERS OF LOTS 5, 6, 7, 8, 9 AND 10 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE UTILITY FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE FACILITIES USED IN COMMON. A 26 FOOT PUBLIC WATER AND SEWER EASEMENT OVER SAID TRACT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF AUBURN UPON THE RECORDING OF THIS PLAT. THE CITY OF AUBURN IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE RESPECTIVE WATER AND SEWER FACILITIES WITHIN SAID TRACT AS STATED IN THE CITY OF AUBURN PUBLIC EASEMENT PROVISION.

TRACT D

TRACT D IS A PRIVATE JOINT-USE DRIVEWAY AND UTILITY TRACT FOR THE BENEFIT OF THE OWNERS OF LOTS 7 AND 8. OWNERSHIP OF LOTS 7 AND 8 WITHIN THIS PLAT INCLUDES AN EQUAL AND UNDIVIDED INTEREST IN TRACT D AND AN EQUAL AND UNDIVIDED RESPONSIBILITY FOR THE MAINTENANCE OF TRACT D. THE OWNERS OF LOTS 7 AND 8 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE UTILITY FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE FACILITIES USED IN COMMON. A 20' FOOT PUBLIC WATER AND SANITARY SEWER EASEMENT OVER SAID TRACT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF AUBURN UPON THE RECORDING OF THIS PLAT. THE CITY OF AUBURN IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE WATER FACILITY WITHIN SAID TRACT AS STATED IN THE CITY OF AUBURN PUBLIC EASEMENT PROVISION.

TRACT E

TRACT E IS A PRIVATE ACCESS TRACT FOR INGRESS, EGRESS AND UTILITIES FOR THE BENEFIT OF THE OWNERS OF LOTS 16, 17, 18 AND 19. OWNERSHIP OF LOTS 16, 17, 18 AND 19 WITHIN THIS PLAT INCLUDES AN EQUAL AND UNDIVIDED INTEREST IN TRACT E AND AN EQUAL AND UNDIVIDED RESPONSIBILITY FOR THE MAINTENANCE OF SAID TRACT. THE OWNERS OF LOTS 16, 17, 18 AND 19 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE UTILITY FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE FACILITIES USED IN COMMON. A 25 FOOT PUBLIC WATER AND SEWER EASEMENT OVER SAID TRACT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF AUBURN UPON THE RECORDING OF THIS PLAT. THE CITY OF AUBURN IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE RESPECTIVE WATER AND SEWER FACILITIES WITHIN SAID TRACT AS STATED IN THE CITY OF AUBURN PUBLIC EASEMENT PROVISION.

TRACT F

TRACT F IS A PRIVATE JOINT-USE DRIVEWAY AND UTILITY TRACT FOR THE BENEFIT OF THE OWNERS OF LOTS 18 AND 19. OWNERSHIP OF LOTS 18 AND 19 WITHIN THIS PLAT INCLUDES AN EQUAL AND UNDIVIDED INTEREST IN TRACT F AND AN EQUAL AND UNDIVIDED RESPONSIBILITY FOR THE MAINTENANCE OF TRACT F. THE OWNERS OF LOTS 18 AND 19 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE UTILITY FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE FACILITIES USED IN COMMON. A 20 FOOT PUBLIC WATER AND SANITARY SEWER EASEMENT OVER SAID TRACT F AND A 5 FOOT PUBLIC WATER AND SANITARY SEWER EASEMENT OVER LOTS 18 AND 19 IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF AUBURN UPON THE RECORDING OF THIS PLAT. THE CITY OF AUBURN IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE WATER AND SANITARY SEWER FACILITIES WITHIN SAID TRACT F AND LOTS 18 AND 19 AS STATED IN THE CITY OF AUBURN PUBLIC EASEMENT PROVISION.

TRACT G

TRACT G IS A PRIVATE SANITARY SEWER TRACT AND IS CONVEYED TO THE HAZEL VIEW HOMEOWNER'S ASSOCIATION UPON THE RECORDING OF THIS PLAT. THE HAZEL VIEW HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF LANDSCAPING FOR SAID TRACT. A SANITARY SEWER EASEMENT OVER THE FULL WIDTH AND LENGTH OF SAID TRACT IS GRANTED TO THE CITY OF AUBURN AND/OR ITS SUCCESSORS FOR SANITARY SEWER PURPOSES UPON THE RECORDING OF THIS PLAT. EXCEPT AS NOTED HEREIN THE CITY OF AUBURN IS HEREBY RESPONSIBLE FOR THE SANITARY SEWER FACILITIES WITHIN SAID TRACT.

3-11-16



PREPARED BY

Encompass
ENGINEERING & SURVEYING

Western Washington Division
165 NE Juniper Street, Suite 201 • Issaquah, WA 98027 • Phone: (425) 392-0250 • Fax: (425) 391-3055
Eastern Washington Division
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DRAWN BY:	CHECKED BY:	DATE:	SHEET:
JEF	SDM	03/03/16	3 OF 4

PLT16-0001

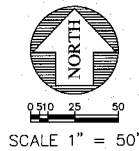
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HAZEL VIEW

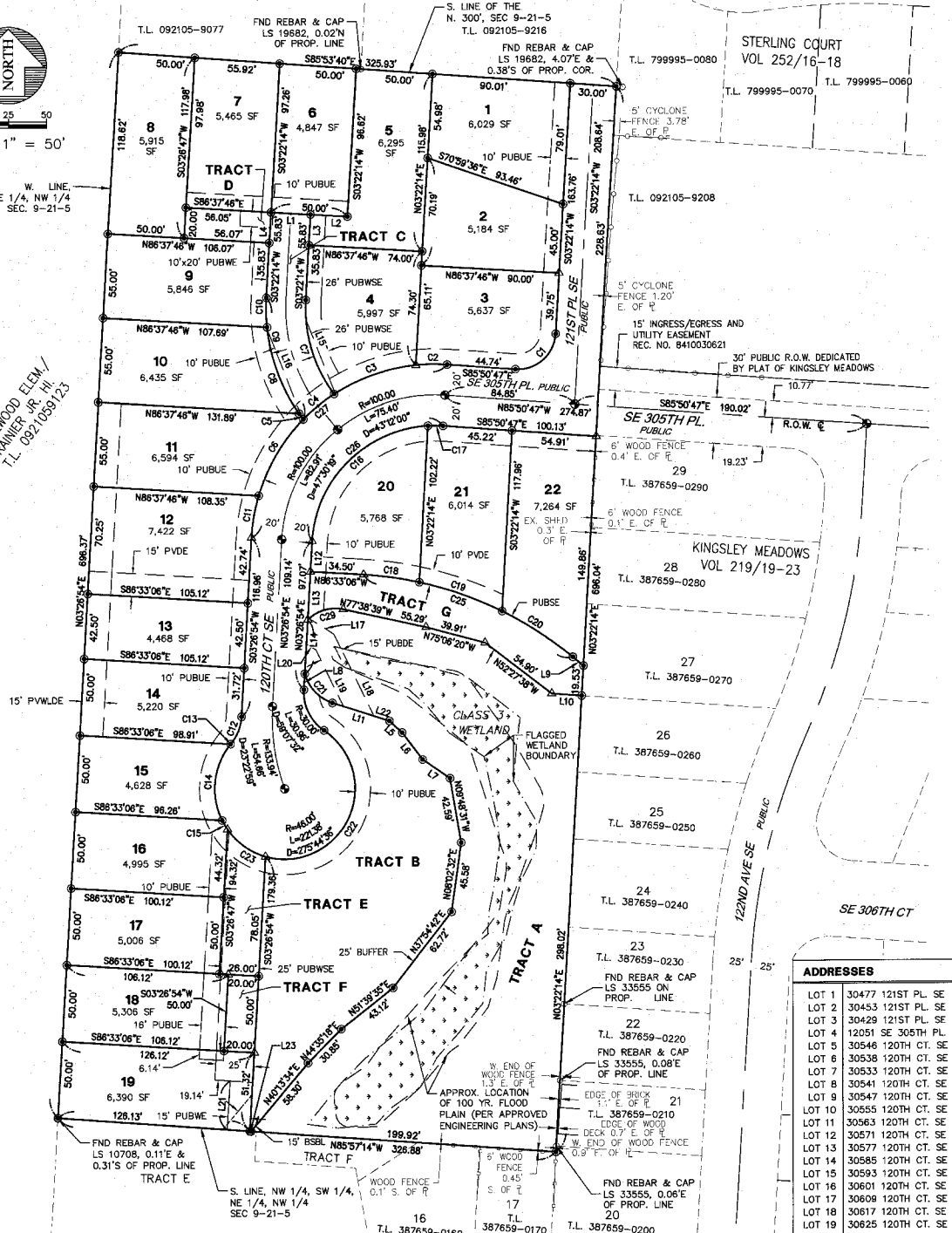
A PORTION OF THE NORTHEAST 1/4, OF THE NORTHWEST 1/4, SEC. 9, T 21 N, R 5 E, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON

Line Table		
LINE #	LENGTH	DIRECTION
L1	26.00	S86° 37' 46"E
L2	24.00	N86° 37' 46"W
L3	20.00	S3° 22' 14"W
L4	20.00	N3° 22' 14"E
L5	11.28	N47° 32' 45"W
L6	22.15	N37° 24' 11"W
L7	21.72	N55° 27' 11"W
L8	10.38	N3° 26' 54"E
L9	8.96	N50° 06' 33"W
L10	19.50	N85° 55' 27"W
L11	38.27	N72° 05' 46"W
L12	19.83	S3° 26' 54"W
L13	31.52	S3° 26' 54"W
L14	35.35	S3° 26' 54"W
L15	51.67	N21° 24' 45"W
L16	63.55	N21° 24' 45"W
L17	19.88	N57° 34' 10"W
L18	59.56	N25° 44' 47"W
L19	40.98	N25° 44' 47"W
L20	7.30	N57° 34' 10"W
L21	31.91	N4° 02' 46"E
L22	10.59	S72° 05' 46"E
L23	0.83	N85° 57' 14"W



HAZELWOOD ELEM.
RAINIER, JR. H.S.
T.L. 0921059123

Curve Table			
CURVE #	LENGTH	RADIUS	DELTA
C1	38.82	24.50	90°46'59"
C2	20.51	120.00	9°47'36"
C3	57.06	120.00	27°14'38"
C4	26.07	120.00	12°26'56"
C5	4.68	120.00	2°14'01"
C6	58.42	120.00	27°53'39"
C7	65.36	94.00	39°50'29"
C8	60.71	120.00	28°59'04"
C9	84.64	120.00	40°24'47"
C10	19.26	120.00	9°11'41"
C11	27.91	120.00	13°19'30"
C12	19.17	30.17	36°24'33"
C13	0.48	46.00	0°36'02"
C14	52.84	46.00	65°56'27"
C15	6.88	46.00	8°34'13"
C16	116.74	80.00	83°36'43"
C17	9.90	80.00	7°05'36"
C18	36.88	235.00	8°59'34"
C19	57.49	235.00	14°00'56"
C20	55.10	235.00	13°28'03"
C21	27.75	28.35	56°04'29"
C22	129.81	46.00	161°40'53"
C23	31.27	46.00	38°57'01"
C25	149.47	235.00	36°26'33"
C26	126.65	80.00	90°42'19"
C27	189.97	120.00	90°42'19"
C29	25.10	25.00	57°32'04"



- TRACT A**
PRIVATE SENSITIVE AREA TRACT
40,528 SQ. FT. - 0.93 ACRES
- TRACT B**
PUBLIC STORM DRAINAGE TRACT
19,706 SQ. FT. - 0.45 ACRES
- TRACT C**
PRIVATE ACCESS TRACT FOR INGRESS, EGRESS
AND UTILITIES
3,389 SQ. FT. - 0.08 ACRES
- TRACT D**
PRIVATE JOINT USE DRIVEWAY & UTILITY TRACT
1,121 SQ. FT. - 0.03 ACRES
- TRACT E**
PRIVATE ACCESS TRACT FOR INGRESS, EGRESS
AND UTILITIES
2,187 SQ. FT. - 0.05 ACRES
- TRACT F**
PRIVATE JOINT USE DRIVEWAY & UTILITY TRACT
1,000 SQ. FT. - 0.02 ACRES
- TRACT G**
PRIVATE SANITARY SEWER TRACT
4,971 SQ. FT. - 0.11 ACRES

EASEMENT LEGEND

- PUBDE PUBLIC STORM DRAINAGE EASEMENT
NOTE 2 ON SHEET 3 OF 4
- PUBUE PUBLIC UTILITY, STREETLIGHT
AND SIDEWALK EASEMENT (PUBUE)
SEE NOTE 7 ON SHEET 3 OF 4
- PUBWE PUBLIC WATER EASEMENT
SEE NOTES 6 & 9 ON SHEET 3 OF 4
- PUBSE PUBLIC SANITARY SEWER EASEMENT
SEE TRACT G NOTE ON SHEET 3 OF 4
- PUBWSE PUBLIC WATER AND SANITARY
SEWER EASEMENT
SEE NOTES 5 & 8 ON SHEET 3 OF 4
- PVDE PRIVATE STORM DRAINAGE
EASEMENT
SEE NOTES 1 & 3 ON SHEET 3 OF 4
- PVWDE PRIVATE WALL AND ASSOCIATED
STORM DRAINAGE EASEMENT
SEE NOTE 4 ON SHEET 3 OF 4

INSTRUMENTATION

INSTRUMENT USED: 5 SECOND TOTAL STATION.
FIELD SURVEY WAS BY CLOSED TRAVERSE LOOPS.
MINIMUM CLOSURE OF LOOPS WAS 1:22,000, IN
ACCORDANCE WITH WAC 332-130-090.

LEGEND

- ⊗ FOUND MONUMENT IN CASE
- ⊕ MONUMENT IN CASE SET PER CITY OF AUBURN STANDARDS
- ⊙ SET REBAR & CAP - LSF 42676
- △ SET MAG NAIL AND WASHER

ADDRESSES	
LOT 1	30477 121ST PL SE
LOT 2	30453 121ST PL SE
LOT 3	30429 121ST PL SE
LOT 4	12051 SE 305TH PL
LOT 5	30546 120TH CT SE
LOT 6	30538 120TH CT SE
LOT 7	30533 120TH CT SE
LOT 8	30541 120TH CT SE
LOT 9	30547 120TH CT SE
LOT 10	30555 120TH CT SE
LOT 11	30563 120TH CT SE
LOT 12	30571 120TH CT SE
LOT 13	30577 120TH CT SE
LOT 14	30585 120TH CT SE
LOT 15	30593 120TH CT SE
LOT 16	30601 120TH CT SE
LOT 17	30609 120TH CT SE
LOT 18	30617 120TH CT SE
LOT 19	30625 120TH CT SE
LOT 20	12052 SE 305TH PL
LOT 21	12058 SE 305TH PL
LOT 22	12066 SE 305TH PL

PLT16-0001



PREPARED BY

Encompass
ENGINEERING & SURVEYING
Western Washington Division

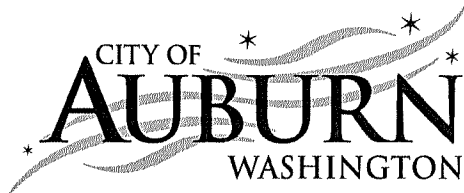
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DRAWN BY: JEF CHECKED BY: SDM DATE: 03/03/16 SHEET: 4 OF 4

VOL.

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CERTIFICATE OF IMPROVEMENTS

**FINAL PLAT APPLICATION
FAC06-0040**

COMPLETION OF IMPROVEMENTS

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

City Engineer

3/15/2016
Date

SECURITY IN LIEU OF COMPLETION

In lieu of the required public improvements for the Final Plat of _____, an approved security _____ (type of security) for \$ _____ (150% of the estimated costs of improvements) has been submitted and approved by the City Engineer.

City Engineer

Date

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

Street \$ _____

Street Trees / Sod \$ _____

cc: File: FAC15-
Planner
Developer

April 26, 2006

**OFFICE OF THE HEARING EXAMINER
KING COUNTY, WASHINGTON**

400 Yesler Way, Room 404
Seattle, Washington 98104
Telephone (206) 296-4660
Facsimile (206) 296-1654

RECEIVED

SEP 28 2015

CITY OF AUBURN
PLANNING & DEVELOPMENT

REPORT AND DECISION

SUBJECT: Department of Development and Environmental Services File No. **L04P0033**
Proposed Ordinance No. **2006-0104**

HAZEL VIEW
Preliminary Plat Application

Location: Off of Southeast 305th Place in the Lea Hill Area east of Auburn

Applicant: Fremantle Development, Inc.
represented by Duana Kolouskova
Johns Monroe Mitsunaga PLLC
1500 – 114th Avenue Southeast, #102
Bellevue, Washington 98004
Telephone: (425) 467-9966
Facsimile: (425) 451-2818

King County: Department of Development and Environmental Services,
represented by Trishah Bull
900 Oakesdale Avenue Southwest
Renton, Washington 98055
Telephone: (206) 296-6758
Facsimile: (206) 296-7051

SUMMARY OF DECISION/RECOMMENDATIONS:

Department's Preliminary Recommendation:	Approve with conditions
Department's Final Recommendation:	Approve with conditions
Examiner's Decision:	Approve with conditions

EXAMINER PROCEEDINGS:

Hearing Opened:	March 30, 2006
Hearing Closed:	March 30, 2006

Participants at the public hearing and the exhibits offered and entered are listed in the attached minutes.
A verbatim recording of the hearing is available in the office of the King County Hearing Examiner.

FINDINGS, CONCLUSIONS & DECISION: Having reviewed the record in this matter, the Examiner now makes and enters the following:

FINDINGS:

1. **General Information:**

Owner/Developer: Dennis Johnson
Fremantle Development, Inc.
PO Box 3574
Bellevue, WA 98009
425-467-6602

Engineer: Baima & Holmberg Inc.
100 Front Street South
Issaquah, WA 98027
425-392-0250

STR: 9-21-5

Location: The site is located on SE 305th Place, via the entrance to the plat of *Kingsley Meadows* off of 124th Avenue SE. The property is located directly east of Rainier Junior High and Hazelwood Elementary.

Zoning: R-6-SO
Acreage: 5.22 acres
Number of Lots: 20
Density: 3.8 units per acre
Lot Size: Ranges from approximately 5,000 to 8,000 square feet
Proposed Use: Single-family detached dwellings
Sewage Disposal: City of Auburn
Water Supply: City of Auburn
Fire District: King County District No. 44
School District: Auburn School District No. 408
Complete Application Date: December 28, 2004

2. Except as modified herein, the facts set forth in the DDES reports to the Examiner and the DDES and King County Department of Transportation testimony are found to be correct and are incorporated herein by reference.
3. The subject property is a 5.22 acre rectangular parcel located in the unincorporated area just south of the City of Kent and northeast of the City of Auburn. Its specific location is west of 122nd Avenue Southeast and south of Southeast 304th Street in the Lea Hill area. The site terrain slopes generally to the south and southwest, with a curving gulley located in the southeast corner and descending to the south of the property. The site is vegetated primarily with a mixed, species, mixed-growth overstory and typical Northwest groundcover and grasses, and is undeveloped structurally. The surrounding area consists of residentially developed parcels to the east and south, at suburban densities. Other areas are of mixed densities reflecting the area's former status as a rural area; the general Lea Hill area is currently undergoing suburbanization at fairly standard suburban density lots (approximately four units per acre).

4. Applicant Fremantle Development, Inc., proposes subdivision of the property into 20 lots for detached single-family residences. The residential density would be approximately 3.8 units per acre, with lot sizes ranging from 5,000 to 8,000 square feet. Internal access to the lots would be provided by the extension of Southeast 305th Place westerly into the site from a temporary cul-de-sac of 122nd Avenue Southeast in the adjacent *Kingsley Meadows* subdivision and then curving south to terminate in a cul-de-sac in the south central portion. SE 305th Place will also be extended east with a 20 foot wide emergency access road adjoining the east side of Lot 30 of *Kingsley Meadows*. The purpose of this extension is to provide emergency access to the existing 122nd Avenue SE. An emergency access gate will be provided east of the 122nd Avenue SE/SE 305th Street intersection. The access road will be paved easterly from SE 305th Place to the gate, then graveled east of the gate to 122nd Avenue SE.
5. Portions of the property would be devoted to stormwater detention facilities and other drainage facilities, as well as recreation facilities for the subdivision residents. The low gulley area, which contains a Class 3 wetland, will be preserved in a Sensitive Area Tract. Resident school pedestrians would walk to their respective schools, except that high school students would walk to Rainier Middle School and be bused from there to their high school. The school pedestrian path would utilize an existing easement to which the property purportedly maintains rights of usage (although such rights are disputed by neighboring residents and other users of the easement; see Findings 9 and 10 below).
6. Most development runoff from the property would be collected and directed to a single detention and water quality facility located at the midpoint of the west property line. Release would be directed to the existing drainage swale on the adjacent parcel. Nuisance flows to adjacent properties from the northern plateau area and southern western property line would be significantly reduced.
7. The City of Auburn has renewed its commitment of sanitary sewer and water utility services to the development in an Outside Utility Extension Agreement.
8. Adjacent residents upon whose property the walkway easement runs have expressed their opinion that the development would not maintain its easement rights upon redevelopment of the subject site (without citing any legal authorities or compelling language of the easement document), and also are concerned that they will take on additional property owner liability with the use of the easement by additional pedestrians, particularly those of school age. Another concern is that the subject property is not a party to the road maintenance agreement established by such adjacent property owners (although the prospective developer expressed a commitment to participate in the maintenance agreement during the hearing). Additionally, a traffic barrier which was to have been installed in the *Kingsley Meadows* development has not yet been installed, although it should have been approximately three years ago. (DDES staff stated in response to that statement that it would immediately review the matter to assure that it is installed as required.)
9. It should be noted that the easement in question is intended for eventual conversion to a public road in concert with anticipated future road improvements in the area. Typically, absent evidence to the contrary, an easement of this sort runs with the land regardless of the land's level of development, and would therefore be available for the development's school-age residents to use along their pedestrian route to school. In any case, the Examiner does not have jurisdiction as an administrative hearing officer to adjudicate disputes regarding real property, which jurisdiction resides in Superior Court. [RCW 2.08.010; also see Washington State Constitution, Article IV, § 6] The approach the Examiner will take to address the issue to make the positive

finding that “appropriate provisions” are made for safe walking conditions for school pedestrians (as required by state subdivision law and implementing county code) is to impose a condition that DDES/KCDOT certify in writing prior to final plat approval that such safe walking conditions are in place or dependably anticipated to be provided along the pertinent pedestrian routes or reasonably convenient alternative routes prior to first residential occupancy of the development. Adjudication and/or settlement of the easement use dispute may be required prior to final plat approval to achieve that end. The Examiner shall also implement the applicant’s offer to enter into the road maintenance agreement which applies to the easement on a proportional basis, which may go a long way toward ameliorating the neighbors’ concerns about maintenance burdens and liability.

10. With existing and scheduled walkway improvements, and the alternative and ascertainment provisions noted above, safe walking conditions would be provided for resident schoolchildren.

CONCLUSIONS:

1. The proposed subdivision, as conditioned below, would conform to applicable land use controls. In particular, the proposed type of development and overall density are specifically permitted under the R-6-SO zone.
2. If approved subject to the conditions below, the proposed subdivision will make appropriate provisions for the topical items enumerated within RCW 58.17.110, and will serve the public health, safety and welfare, and the public use and interest.
3. The conditions of preliminary plat approval set forth below are reasonable requirements and in the public interest.
4. The dedications of land or easements within and adjacent to the proposed plat, as shown on the revised preliminary plat submitted on August 22, 2005, or as required for final plat approval, are reasonable and necessary as a direct result of the development of this proposed plat, and are proportionate to the impacts of the development.

DECISION:

The preliminary plat of the *Hazel View* subdivision, as revised and received August 22, 2005, is approved subject to the following conditions of approval:

1. Compliance with all platting provisions of Title 19 of the King County Code.
2. All persons having an ownership interest in the subject property shall sign on the face of the final plat a dedication which includes the language set forth in King County Council Motion No. 5952.
3. The plat shall comply with the density requirements of the R-6-SO zone classification. All lots shall meet the minimum dimensional requirements of the R-6-SO zone classification or shall be as shown on the face of the approved preliminary plat, whichever is larger, except that minor revisions to the plat which do not result in substantial changes may be approved at the discretion of the Department of Development and Environmental Services.

4. All construction and upgrading of public and private roads shall be done in accordance with the King County Road Standards established and adopted by Ordinance No. 11187, as amended (1993 KCRS).
5. Final plat approval shall require full compliance with the drainage provisions set forth in King County Code 9.04. Compliance may result in reducing the number and/or location of lots as shown on the preliminary approved plat. Preliminary review has identified the following conditions of approval which represent portions of the drainage requirements. All other applicable requirements in KCC 9.04 and the Surface Water Design Manual (SWDM) must also be satisfied during engineering and final review.
 - a. Drainage plans and analysis shall comply with the 1998 King County Surface Water Design Manual and applicable updates adopted by King County. DDES approval of the drainage and roadway plans is required prior to any construction.
 - b. Current standard plan notes and ESC notes, as established by DDES Engineering Review, shall be shown on the engineering plans.
 - c. The following note shall be shown on the final recorded plat:

All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet as shown on the approved construction drawings # _____ on file with DDES and/or the King County Department of Transportation. This plan shall be submitted with the application of any building permit. All connections of the drains must be constructed and approved prior to the final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be constructed at the time of the building permit and shall comply with plans on file."
 - d. The drainage detention facility shall be designed to meet at a minimum the Level 3 Flow Control and Basic Water Quality menu in the 1998 King County Surface Water Design Manual (KCSWDM).
 - e. Appropriate outlet provisions for the Tract A Wetland shall be included in the engineering design plans.
 - f. A drainage adjustment (L05V0092) is approved to combine the onsite subbasins into one post-developed detention facility. All conditions of approval for this adjustment shall be incorporated into the engineering plans.

The proposed diversion of the easterly 0.81 acre subbasin shall be minimized, employing one or more of the methods outlined in a letter from Ed McCarthy, P.E., P.S. dated November 10, 2005. Other methods for minimizing the diversion may also be considered, as approved by DDES. Details of the design shall be included in the engineering design plans.
 - g. The 100-year floodplain for any onsite streams or wetlands shall be shown on the engineering plans and the final plat per Special Requirement 2 of the KCSWDM.

6. The proposed subdivision shall comply with the 1993 King County Road Standards (KCRS) including the following requirements:
 - a. The internal access road (SE 305th Place extended) shall be improved at a minimum to the urban subaccess street standard.
 - b. OFFSITE: SE 305th Place adjoining Lot 29 of The Plat of Kingsley Meadows shall be improved at a minimum to the urban one-half street standard. The sidewalk shall extend south along 122nd Avenue SE to match the existing sidewalk.

SE 305th Place shall also be extended east with a 20 ft wide emergency access road adjoining the east side of Lot 30 of the Plat of Kingsley Meadows. The purpose of this extension is to provide emergency access to the existing 122 Avenue SE. An emergency access gate shall be provided east of the 122nd Avenue SE/SE 305th Street intersection in general conformance with the Area Access Plan dated 10/04/2004. The access road shall be paved easterly from SE 305th Place to the gate, then gravel east of the gate to 122nd Avenue SE.

The final design of the emergency gate shall be reviewed and approved by KCDOT and serving emergency responders.
 - c. Tracts D, E and F shall be a minimum 26 feet wide and improved as private access tracts per Section 2.09 of the KCRS. These tracts shall be owned and maintained by the lot owners served. Notes to this effect shall be shown on the engineering plans and on the final plat map.
 - d. Modifications to the above road conditions may be considered according to the variance provisions in Section 1.08 of the KCRS.
7. All utilities within proposed rights-of-way must be included within a franchise approved by the King County Council prior to final plat recording.
8. The applicant or subsequent owner shall comply with King County Code 14.75, Mitigation Payment System (MPS), by paying the required MPS fee and administration fee as determined by the applicable fee ordinance. The applicant has the option to either: (1) pay the MPS fee at final plat recording, or (2) pay the MPS fee at the time of building permit issuance. If the first option is chosen, the fee paid shall be the fee in effect at the time of plat application and a note shall be placed on the face of the plat that reads, "All fees required by King County Code 14.75, Mitigation Payment System (MPS), have been paid." If the second option is chosen, the fee paid shall be the amount in effect as of the date of building permit application.
9. Lots within this subdivision are subject to King County Code 21A.43, which imposes impact fees to fund school system improvements needed to serve new development. As a condition of final approval, fifty percent (50%) of the impact fees due for the plat shall be assessed and collected immediately prior to recording, using the fee schedules in effect when the plat receives final approval. The balance of the assessed fee shall be allocated evenly to the dwelling units in the plat and shall be collected prior to building permit issuance.
10. The planter islands (if any) within the cul-de-sacs shall be maintained by the abutting lot owners or homeowners association. This shall be stated on the face of the final plat.

11. The proposed subdivision shall comply with the Sensitive Areas Code as outlined in KCC 21A.24. Permanent survey marking and signs as specified in KCC 21A.24.160 shall also be addressed prior to final plat approval. Temporary marking of sensitive areas and their buffers (e.g., with bright orange construction fencing) shall be placed on the site and shall remain in place until all construction activities are completed.
12. Preliminary plat review has identified the following specific requirements which apply to this project. All other applicable requirements from KCC 21A.24 shall also be addressed by the applicant.

Wetlands

- a. The on-site class 3 wetland shall have a minimum, undisturbed 25-foot buffer as measured from the wetland edge.
 - b. The wetland and buffer shall be placed in a Sensitive Areas Tract.
 - c. A 15 foot building setback line (BSBL) is required from the edge of all Sensitive Areas Tracts and shall be shown on all affected lots.
 - d. Road construction in or near wetlands or buffers shall utilize construction techniques such as retaining walls to avoid impacts to sensitive areas.
 - e. Construction and sedimentation fencing shall be used at the edge of the Sensitive Areas Tract boundaries to ensure protection of the sensitive areas during the construction phase of the project. The fencing shall remain in place until after construction is completed.
 - f. To ensure long term protection of the sensitive areas a permanent split-railed type fence and sensitive area signage is required after the construction phase and prior to home building along the Sensitive Area Tract boundary.
 - g. During engineering and/or early start plat review the applicant shall provide a wetland hydrology analysis to demonstrate how the wetland hydrology will be maintained post-construction.
13. The following note shall be shown on the final engineering plan and recorded plat:

RESTRICTIONS FOR SENSITIVE AREA TRACTS AND SENSITIVE AREAS AND BUFFERS

Dedication of a sensitive area tract/sensitive area and buffer conveys to the public a beneficial interest in the land within the tract/sensitive area and buffer. This interest includes the preservation of native vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, and protection of plant and animal habitat. The sensitive area tract/sensitive area and buffer imposes upon all present and future owners and occupiers of the land subject to the tract/sensitive area and buffer the obligation, enforceable on behalf of the public by King County, to leave undisturbed all trees and other vegetation within the tract/sensitive area and buffer. The vegetation within the tract/sensitive area and buffer may not be cut, pruned, covered by fill, removed or damaged without approval in writing from the King County Department of Development and Environmental Services or its successor agency, unless otherwise provided by law.

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

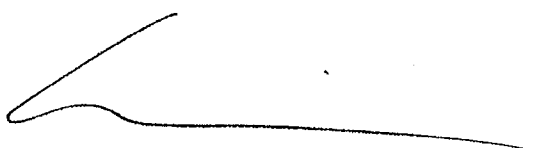
No building foundations are allowed beyond the required 15-foot building setback line, unless otherwise provided by law.

14. Suitable recreation space shall be provided consistent with the requirements of KCC 21A.14.180 and KCC 21A.14.190 (i.e., sport court[s], children's play equipment, picnic table[s], benches, etc.).
 - a. A detailed recreation space plan (i.e., area calculations, dimensions, landscape specifications, equipment specifications, etc.) shall be submitted for review and approval by DDES and King County Parks prior to or concurrent with the submittal of the engineering plan. This plan must not conflict with the Significant Tree Inventory & Mitigation Plan.
 - b. A performance bond for recreation space improvements shall be posted prior to recording of the plat.
15. A homeowners' association or other workable organization shall be established to the satisfaction of DDES which provides for the ownership and continued maintenance of the recreation, open space and/or sensitive area tract(s).
16. Street trees shall be provided as follows (per KCRS 5.03 and KCC 21A.16.050):
 - a. Trees shall be planted at a rate of one tree for every 40 feet of frontage along all roads. Spacing may be modified to accommodate sight distance requirements for driveways and intersections.
 - b. Trees shall be located within the street right-of-way and planted in accordance with Drawing No. 5-009 of the 1993 King County Road Standards, unless King County Department of Transportation determines that trees should not be located in the street right-of-way.
 - c. If King County determines that the required street trees should not be located within the right-of-way, they shall be located no more than 20 feet from the street right-of-way line.
 - d. The trees shall be owned and maintained by the abutting lot owners *or* the homeowners association or other workable organization unless the County has adopted a maintenance program. Ownership and maintenance shall be noted on the face of the final recorded plat.
 - e. The species of trees shall be approved by DDES if located within the right-of-way, and shall not include poplar, cottonwood, soft maples, gum, any fruit-bearing trees, or any other tree or shrub whose roots are likely to obstruct sanitary or storm sewers, or that is not compatible with overhead utility lines.

- f. The applicant shall submit a street tree plan and bond quantity sheet for review and approval by DDES prior to engineering plan approval.
 - g. The applicant shall contact Metro Service Planning at 684-1622 to determine if SE 305th Place is on a bus route. If SE 305th Place is a bus route, the street tree plan shall also be reviewed by Metro.
 - h. The street trees must be installed and inspected, or a performance bond posted prior to recording of the plat. If a performance bond is posted, the street trees must be installed and inspected within one year of recording of the plat. At the time of inspection, if the trees are found to be installed per the approved plan, a maintenance bond must be submitted or the performance bond replaced with a maintenance bond, and held for one year. After one year, the maintenance bond may be released after DDES has completed a second inspection and determined that the trees have been kept healthy and thriving.
 - i. A landscape inspection fee shall also be submitted prior to plat recording. The inspection fee is subject to change based on the current County fees.
17. To implement KCC 21.A.38.230, Special District Overlay – Significant Trees, which applies to the site, a detailed tree retention plan shall be submitted with the engineering plans for the subject plat. The tree retention and engineering plans shall be consistent with the requirements of KCC. No clearing of the site is permitted until the tree retention plan is approved by DDES. Flagging and temporary fencing of trees to be retained shall be provided, consistent with KCC. The placement of impervious surfaces, fill material, excavation work, or the storage of construction materials is prohibited within the fenced areas around preserved trees, except as may be permitted under the provisions of KCC.
- A note shall be placed on the final plat indicating that the trees shown to be retained on the tree retention plan shall be maintained by the future owners of the proposed lots, consistent with KCC 21A.38.230B6. The tree retention plan shall be included as part of the final engineering plans for the subject plat.
18. The following have been established by SEPA as necessary requirements to mitigate the adverse environmental impacts of this development. The applicants shall demonstrate compliance with these items prior to final approval:
- Prior to final approval of construction activities on the site, the boundary between the Sensitive Area Tract(s) and adjacent land shall be identified using a split-rail fence and permanent signs.
19. DDES/KCDOT as appropriate shall certify in writing prior to final plat approval that safe walking conditions are in place or dependably anticipated to be provided along the development's pertinent school pedestrian routes (or reasonably direct, convenient and lawful alternative routes) prior to the first residential occupancy of the development.
20. If the disputed road easement is necessary to be utilized by the development for direct and convenient safe walking conditions for resident schoolchildren, prior to final plat approval the developer shall have entered into the easement's respective road maintenance agreement on a proportional burden basis. In the event of dispute over the appropriate proportional basis, DDES shall be the final arbiter of the appropriate proportionality.

21. The applicant shall obtain documentation by the King County Fire Protection Engineer certifying compliance with the fire flow standards of Chapter 17.08 of the King County Code.

ORDERED this 26th day of April, 2006.



Peter T. Donahue, Deputy
King County Hearing Examiner

TRANSMITTED this 26th day of April, 2006 to the following parties and interested persons of record:

Baima & Holmberg, Inc.
Attn: Shupe Holmberg
100 Front St. S.
Issaquah WA 98027-3817

Larry & Debbie Beckler
30505 - 122nd Pl. SE
Auburn WA 98092

City of Auburn
Attn: Daniel Heid, Atty.
25 W. Main St.
Auburn WA 98001-4998

Elmer Hautala
12220 - 25th Ct. SW
Burien WA 98146

Dennis Johnson
Fremantle Dev. Inc.
P.O. Box 3574
Bellevue WA 98009

Duana Kolouskova
Johns Monroe Mitsunaga PLLC
1500-114th Ave. SE, #102
Bellevue WA 98004

Seattle KC Health Dept.
E. Dist. Environ. Health
14350 SE Eastgate Way
Bellevue WA 98007

Trishah Bull
DDES/LUSD
MS OAK-DE-0100

Kim Claussen
DDES/LUSD
MS OAK-DE-0100

Lisa Dinsmore
DDES/LUSD
MS OAK-DE-0100

Nick Gillen
DDES/LUSD
MS OAK-DE-0100

Kristen Langley
DDES/LUSD
MS OAK-DE-0100

Carol Rogers
DDES/LUSD
MS OAK-DE-0100

Steve Townsend
DDES/LUSD
MS OAK-DE-0100

Larry West
DDES/LUSD
MS OAK-DE-0100

Bruce Whittaker
DDES/LUSD
MS OAK-DE-0100

NOTICE OF RIGHT TO APPEAL

In order to appeal the decision of the Examiner, written notice of appeal must be filed with the Clerk of the King County Council with a fee of \$250.00 (check payable to King County Office of Finance) *on or before May 10, 2006*. If a notice of appeal is filed, the original and six (6) copies of a written appeal statement specifying the basis for the appeal and argument in support of the appeal must be filed with the Clerk of the King County Council *on or before May 17, 2006*. Appeal statements may refer only to facts contained in the hearing record; new facts may not be presented on appeal.

Filing requires actual delivery to the Office of the Clerk of the Council, Room 1025, King County Courthouse, 516 3rd Avenue, Seattle, Washington 98104, prior to the close of business (4:30 p.m.) on the date due. Prior mailing is not sufficient if actual receipt by the Clerk does not occur within the applicable time period. The Examiner does not have authority to extend the time period unless the Office

of the Clerk is not open on the specified closing date, in which event delivery prior to the close of business on the next business day is sufficient to meet the filing requirement.

If a written notice of appeal and filing fee are not filed within fourteen (14) calendar days of the date of this report, or if a written appeal statement and argument are not filed within twenty-one (21) calendar days of the date of this report, the decision of the hearing examiner contained herein shall be the final decision of King County without the need for further action by the Council.

MINUTES OF THE MARCH 30, 2006, PUBLIC HEARING ON DEPARTMENT OF DEVELOPMENT AND ENVIRONMENTAL SERVICES FILE NO. L04P0033.

Peter T. Donahue was the Hearing Examiner in this matter. Participating in the hearing were Trishah Bull, Bruce Whittaker, and Kristen Langley, representing the Department; Duana Kolouskova, Dennis Johnson and Shupe Holmberg representing the Appellant, and Debbie Beckler and Anthony Courtney.

The following Exhibits were offered and entered into the record:

- Exhibit No. 1 Department of Development and Environmental Services File No. L04P0033
- Exhibit No. 2 Department of Development and Environmental Services Preliminary Report dated March 30, 2006
- Exhibit No. 3 Application dated December 28, 2004
- Exhibit No. 4 Environmental Checklist dated December 28, 2004
- Exhibit No. 5 Mitigated Determination of Non-Significance dated February 17, 2006
- Exhibit No. 6 Affidavit of Posting indicating February 15, 2005 as date of posting and February 18, 2005 as the date the affidavit was received by DDES
- Exhibit No. 7 Preliminary Plat Map & Conceptual Utility Plan dated August 22, 2005 (Revised)
- Exhibit No. 8 Assessors Maps: NW 09-21-05
- Exhibit No. 9 Geotechnical Engineering Report by Dennis Joule, P.E. received August 23, 2005
- Exhibit No. 10 Preliminary Drainage Report by Baima & Holmberg, Inc. received December 28, 2004
- Exhibit No. 11 L05V0092 — Approved KCSWDM adjustment dated January 12, 2006
- Exhibit No. 12 Conceptual Recreation Space Conceptual Plan received August 25, 2005
- Exhibit No. 13 Outside Utility Extension Agreement received March 20, 2006
- Exhibit No. 14 Map indicating showing where schools and walkways are located

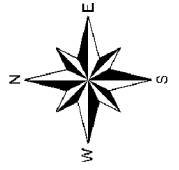
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L04P0033 RPT

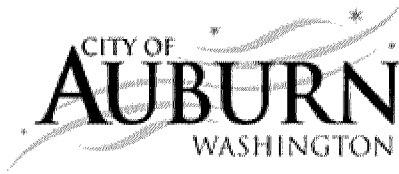


Printed Date: 3/10/2016

Map Created by City of Auburn eGIS

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





AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6592, First Reading

Date:

March 7, 2016

Department:

Finance

Attachments:

Ordinance No. 6592

Memo

Program Improvement Form

Schedule A

Schedule B

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Ordinance No. 6592.

Background Summary:

Ordinance No. 6592 (Budget Amendment #5) represents the fifth budget amendment for the 2015-2016 biennium and the second budget amendment for 2016. For details, see the attached transmittal memorandum and supporting materials.

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

Coleman

Meeting Date: March 21, 2016

Item Number: ORD.F

ORDINANCE NO. 6 5 9 2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING ORDINANCE NO. 6533, THE 2015-2016 BIENNIAL BUDGET ORDINANCE, AS AMENDED BY ORDINANCE NO. 6558, ORDINANCE NO. 6563, ORDINANCE NO. 6570, AND ORDINANCE NO. 6571, 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 Auburn City Council at its regular meeting of April 6, 2015, adopted Ordinance No. 6558 (BA#1) which amended Ordinance No. 6533 which adopted the City of Auburn 2015-2016 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of July 6, 2015, adopted Ordinance No. 6563 (BA#2) which amended Ordinance No. 6558 which amended the City of Auburn 2015-2016 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of December 7, 2015, adopted Ordinance No. 6570 (BA#3) which amended Ordinance No. 6563 which amended the City of Auburn 2015-2016 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of December 7, 2015, adopted Ordinance No. 6571 (BA#4) which amended Ordinance No. 6570 which amended 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 2016 budget as outlined in this Ordinance (BA#5); 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.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam
City Clerk

APPROVED AS TO FORM:

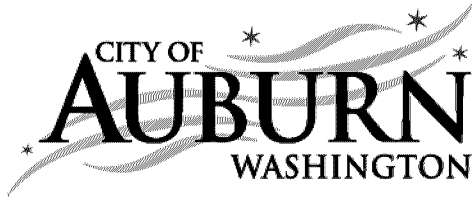


Daniel B. Heid
City Attorney

PUBLISHED: _____

Ordinance No. 6592
March 16, 2016
Page 3 of 3

ORD.F



Interoffice Memorandum

To: City Council
From: Shelley Coleman, Finance Director
CC: Nancy Backus, Mayor
Date: March 16, 2016
Re: Ordinance #6592 – 2015-2016 Budget Amendment #5

The City's biennial 2015-2016 budget is approved by Council as two one-year appropriations. Budget Amendments #1 through #3 amended the budget for calendar year 2015. Budget amendment #4 was the first budget amendment for calendar year 2016. This amendment is the fifth budget amendment for the biennium and the second budget amendment for calendar year 2016.

Proposed amendments to the 2016 budget include:

Carry forward requests. Carry-forward requests represent projects and programs that were authorized and started in 2015 but not yet completed at the end of December. Funding is therefore requested to be carried-forward to 2016 for project continuation/completion. The majority of this budget amendment pertain to carry-forward requests, most of which are related to transportation and utility capital projects as follows:

Transportation / Utility Projects

- Arterial street improvements (Fund #102: \$3,224,184)
 - Lea Hill Road property acquisition and building demolition
 - Auburn Way South corridor improvements (major funding from state and federal grants and contributions from MIT)
 - Traffic management and signal improvements
- Local street improvements (Fund #103: \$924,345)
 - Local Street pavement reconstruction
- Arterial street preservation (Fund #105: \$1,610,390)
 - Arterial pavement patching, chip seal, and overlay
- Water Utility capital improvements (Fund #460: \$4,406,418)
 - Well 1 improvements
 - Water meter and billing system improvements (AMI)
 - Fulmer well field improvements
 - Auburn Way South flooding
 - Lakeland Hills Reservoir 5 improvements

- Sewer Utility capital improvements (Fund #461: \$590,823)
 - Auburn Way South flooding
 - Pavement reconstruction
- Storm Utility capital improvements (Fund #462: \$1,938,168)
 - 30th St. NE area flooding
 - Auburn Way South flooding
 - Eastridge Manor
 - North Airport area improvements

Other Carryforward Requests. Other carryforward requests include general capital improvements, Airport projects, Innovation/Technology projects, and vehicle/equipment replacements and are as follows:

- General Fund (Fund #001: \$2,656,120)
 - Development regulation update
 - Downtown façade improvement program
 - Economic development projects
 - Carry forward residual fund balance to maintain adequate reserves
- General capital improvements (Funds #321, 328, and 330: \$2,381,384)
 - Community and Youth/Teen Center
 - Teutsch development impact fees
 - City sidewalk repairs and improvements
- Cemetery (Fund #436: \$12,699)
 - Installation of new columbarium
- Airport capital improvements (Fund #465: \$329,911)
 - Runway enhancement project
 - General repair and maintenance
- Facilities (Fund #505: \$366,200)
 - City Hall atrium
 - City Hall exterior cleaning
 - City Hall generator replacement
- Innovation and technological projects (Fund #518: \$1,299,855)
 - Fiber optics to golf course and Parks building
 - Integrated citizen engagement project
 - System upgrades and expansion
- Equipment repair and replacement (Fund #550: \$806,001)
 - Vehicle replacement
 - Maintenance and Operations vehicle storage bay and lunchroom improvements

Other requests. Other requests included in this budget amendment establishes spending authority for new items, such as contracts for services, land purchases, and receipt of grant revenues and insurance reimbursements for which an amendment to budget is needed to formally receive and use these resources. This category amends the 2016 budget for the following significant items:

- General Fund (Fund #001: \$34,163)
 - Increase state shared revenues – includes increases in expected revenues from the Motor Vehicle Fuel Tax and Liquor Excise Tax.
 - Reduce citywide telephone B&O tax revenues.
 - Health Auburn 2020 initiative – extends contract for support on this program.
 - Reduce budget to reflect health care savings (due to change from Regence to Premera and other net savings).
- Arterial Streets (Fund #102: –\$209,650)
 - Technical correction – corrects an adjustment from BA#4 which should have increased fund balance but instead increased construction project budget.
- Hotel/Motel Tax Fund (Fund #104: \$10,000)
 - Tourism Board contribution to Parks (for 2015 geocaching and the Veteran's Day parade; these expenditures were authorized in BA#3 but the funds transfer was not accomplished at that time).
- Arterial Street Preservation (Fund #105: \$310,000)
 - West Main St. Corridor improvements – covers anticipated additional project costs which exceed the requested carry forward amount.
 - South 277th St. Corridor improvements – covers anticipated additional project costs which exceed the requested carry forward amount.
- Housing & Community Development (Fund #119: \$715,398)
 - Recognize accumulated Community Development Block Grant (CDBG) funds, which must now be spent in 2016.
- General Capital Improvements (Fund #328: \$440,000)
 - 4Culture “Building for Culture” grant (for downtown Auburn Arts & Culture Center).
 - Replacement of M&O facility roof – this was originally budgeted as a repair project, but recent evaluations have indicated that the roof needs to be completely replaced, which will then provide a 20 to 30 year life.
- Water Utility (Fund #430: –\$46,400)
 - Reduce budget to reflect health care savings (due to change from Regence to Premera and other savings, net of payment of the admin fee to Employers Health Coalition of Washington).
- Sewer Utility (Fund #431: –\$37,589)
 - Reduce budget to reflect health care savings (due to change from Regence to Premera and other savings, net of payment of the admin fee to Employers Health Coalition of Washington).
- Storm Utility (Fund #432: –\$51,099)
 - Reduce budget to reflect health care savings (due to change from Regence to Premera and other savings, net of payment of the admin fee to Employers Health Coalition of Washington).
- Solid Waste Utility (Fund #434: \$20,000)
 - Consultant assistance with procurement of the 2018 solid waste contract.
- Facilities (Fund #505: \$36,500)
 - Custodian for PRAB, Senior Center and Activity Center (new FTE; see Program Improvement #1).

- Innovation and Technology (Fund #518: \$56,884)
 - Purchase and install radio communication at Justice Center and Emergency Operations Center.
 - Geocortex active operating picture application – this is software to allow Emergency Management to manage all phases of an emergency event within GIS, integrating with many of the City's enterprise applications.
 - Reduce budget to reflect health care savings (due to change from Regence to Premiera and other savings, net of payment of the admin fee to Employers Health Coalition of Washington).
- Equipment Repair and Replacement (Fund #550: \$779,356)
 - Early vehicle replacements.
 - New vehicles and excavator.

Council approval of proposed Ordinance 6592 would amend the 2016 budget as follows:

Table 1: 2016 Budget as Amended

2016 Budget as Amended	\$ 254,150,115
Budget Amendment #5 (Ord #6592)	<u>27,180,018</u>
Revised Budget as Amended	\$281,330,133

Attachments:

- ❖ 1. Proposed Ordinance #6592 (Budget Adjustment #5)
- ❖ 2. Summary of proposed 2016 budget adjustments by fund and department (Schedule A)
- ❖ 3. Summary of approved changes to adopted 2016 budget by fund (Schedule B)
- ❖ 4. Program Improvement form for new FTE request

**REQUEST FOR 2016 PROGRAM IMPROVEMENT
No. 1**

Program Title:	Contact Person:	Department Name:
Custodian FTE	Lisa Moore	Facilities
Funding Sources:	Total Cost:	
Fund 505 Facilities 100%	\$ 36,500 Salary & Benefits (1/2 year)	
	\$ 36,500 Net Increase To 2016 Budget	

Description of Improvement:
With the addition of the Community Center and the daytime activities at the PRAB, Senior Center and Activity Center there is an increased need for a daytime custodian. This position would cover the buildings above and also be available to for other custodial duties in City facilities. This request includes salary and benefits for the new FTE effective July 1, 2016 – with the funding coming from Facilities working capital.
Alternatives:
No daytime service to be provided.
Advantages of Approval:
The buildings at Les Gove Park will receive custodial services throughout the day.
Implications of Denial:
If this position is denied, Maintenance Techs will continue to respond when time allows and cleaning will fall on staff who occupy the buildings when Facilities is not able to respond. In addition, current custodial staff will be stretched thin with the additional coverage during their evening shift.

Schedule A
Summary of 2016 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6592)

	Beg. Fund Balance	2016 Revenues	2016 Expenditures	Ending Fund Balance
General Fund (#001)				
2016 Adopted Budget	10,547,126.00	59,354,240.00	64,735,529.00	5,165,837.00
BA#4 (Ordinance #6571)	2,634,306.56	359,000.00	2,496,746.10	496,560.46
2016 Amended Budget	13,181,432.56	59,713,240.00	67,232,275.10	5,662,397.46
BA#5 (Ordinance #6592, Proposed):	2,636,220.00	383,613.00	546,294.36	2,473,538.64
General Fund Revenues:				
Increase State Shared Revenues	-	220,000.00	-	220,000.00
Increase City Facility Rental Revenues	-	42,000.00	-	42,000.00
Increase Gambling Excise Tax Revenues (Iron Horse Casino Balloon Payment)	-	100,000.00	-	100,000.00
Reduce Citywide Telephone B&O Tax Revenues	-	(200,000.00)	-	(200,000.00)
Add Budget for Marijuana Excise Tax Revenues	-	19,500.00	-	19,500.00
Administration Department:				
Carry Forward Budget for Economic Development Strategic Plan (ASD.0002)	6,250.00	-	6,250.00	-
Carry Forward Budget for Downtown Façade Improvement Program (ASD.0004)	48,246.00	-	48,246.00	-
Extend Contract to Continue Health Auburn 2020 Initiative	-	-	108,967.00	(108,967.00)
Carry Forward Budget for Market/Economic Pro Forma Studies (ASD.0005)	15,000.00	-	15,000.00	-
Carry Forward Budget for Business Development Recruitment (ASD.0006)	25,500.00	-	25,500.00	-
Carry Forward Budget for Business Support Services (ASD.0007)	30,100.00	-	30,100.00	-
Fund Part-Time Front Counter Support at Community Services Department	-	-	11,545.00	(11,545.00)
Add Budget for Unspent 2015 EMPG Grant (for July 2015 through June 2016)	-	32,703.00	32,703.00	-
Human Resources Department:				
Pmt of Admin Fee to Employers Health Coalition of Washington (T/F from Various)	-	33,300.00	145,000.00	(111,700.00)
Community Development:				
Carry Forward Budget for Environmental Mitigation and Restoration Site Maint	16,000.00	-	16,000.00	-
Carry Forward Budget for Environmental Mitigation Site Monitoring Assistance	28,475.00	-	28,475.00	-
Carry Fwd Budget for Greenhouse Gas Inventory/Climate Action Plan (PLN.0037)	25,000.00	-	25,000.00	-
Carry Forward Budget for Comprehensive Plan Major Update	35,000.00	-	35,000.00	-
Carry Forward Budget for Auburn Environmental Park Master Plan	29,000.00	-	32,000.00	(3,000.00)
Carry Forward Budget for Boeing Area-Wide Redevelopment Project (GR1304)	-	40,310.00	40,310.00	-
Carry Forward Budget for Development Regulation Update	60,400.00	-	60,400.00	-
Police Department:				
WASPC Traffic Safety Equipment Grant for LIDAR Equipment	-	1,800.00	1,800.00	-
Carry Forward Budget for Equipment Purchased but Not Received in 2015	26,750.00	-	26,750.00	-

Schedule A
Summary of 2016 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6592)

	Beg. Fund Balance	2016 Revenues	2016 Expenditures	Ending Fund Balance
Public Works Department:				
Funding for Emerald Downs Area Traffic Impact Analysis	-	-	35,000.00	(35,000.00)
Streets:				
Carry Forward Budget for Street Light Repairs Under Contract at the End of 2015	48,109.00	-	48,109.00	-
Parks Department:				
4Culture Grant for Local Arts Agency Funding (for International Farmer's Market)	-	12,000.00	12,000.00	-
4Culture Tech-Specific Grant (for Temporary Art Project in Community Center)	-	12,000.00	12,000.00	-
Carry Forward Budget to Complete Auburn Avenue Theater Study	14,190.00	-	14,190.00	-
Carry Forward Budget for Asphalt Overlay on Hole 17 (GLF 0028)	20,000.00	-	20,000.00	-
Carry Forward Budget for Trail Repairs (from BA#3)	25,600.00	-	25,600.00	-
King County Conservation District Grant	-	20,000.00	20,000.00	-
Funding for Arts Center Renovation and Operations Plan (Transfer from F328)	-	25,000.00	25,000.00	-
Funds for Veterans' Day, Petpalooza, and Geocaching (Transfer from F104)	-	15,000.00	15,000.00	-
Funding for 2016 Auburn Days Festival	-	-	40,000.00	(40,000.00)
Non-Departmental:				
Carry Forward Budget for Police Patrol Car (POL 0015) (T/F Out to F518, F550)	62,600.00	-	62,600.00	-
Fund Streets Share of M&O Facility Roof Replacement (T/F Out to F505)	-	-	46,925.00	(46,925.00)
Emerg Mgmt Contrib to Geocortex Active Operating Picture Applic (T/F to F518)	-	-	17,500.00	(17,500.00)
Fund Streets Share of 135G Excavator (Transfer Out to F550)	-	-	33,332.36	(33,332.36)
Recognize Tourism Board Contribution to General Fund (Parks Dept.) from 2015	-	10,000.00	-	10,000.00
Additional Funding from Streets for New Truck/Water Tank & Skid (T/F to F550)	-	-	3,654.00	(3,654.00)
Funding for Radio Communication at the Justice Center and EOC (T/F to F518)	-	-	86,000.00	(86,000.00)
Carry Forward Residual Fund Balance to Maintain Adequate Reserves	2,120,000.00	-	-	2,120,000.00
General Fund (multiple departments):				
Adjust Budget to Reflect Health Care Savings from Transition to Premera	-	-	(659,662.00)	659,662.00
Revised 2016 Budget - Fund 001	15,817,652.56	60,096,853.00	67,778,569.46	8,135,936.10

Schedule A
Summary of 2016 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6592)

	Beg. Fund Balance	2016 Revenues	2016 Expenditures	Ending Fund Balance
Arterial Street Fund (#102)				
2016 Adopted Budget	1,108,704.00	12,088,787.00	12,320,712.00	876,779.00
BA#4 (Ordinance #6571)	920,324.35	2,781,537.00	3,450,392.00	251,469.35
2016 Amended Budget	2,029,028.35	14,870,324.00	15,771,104.00	1,128,248.35
BA#5 (Ordinance #6592, Proposed):	296,030.00	2,893,440.00	3,034,534.00	154,936.00
Carry Forward Budget for A Street NW Extension Project (Transfer from F124)	-	55,000.00	55,000.00	-
Carry Forward Budget for Lea Hill Road Corridor Improvements (T/F from F124)	-	50,000.00	50,000.00	-
Carry Forward Budget for South 277th Street Wetland Mitigation Project	15,000.00	-	15,000.00	-
Carry Forward Budget for Auburn Way South & M Street Improvements	36,239.00	-	36,239.00	-
Carry Forward Budget for A Street SE Safety Improvements Study	15,000.00	-	15,000.00	-
Carry Fwd Budget for F Street SE Non-Motorized Improvements (T/F from F124)	40,000.00	193,995.00	233,995.00	-
Carry Forward Budget for Auburn Way South Corridor Safety Improvements	-	248,902.00	248,902.00	-
Carry Forward Budget for Main Street Signal Update Project (Transfer from F124)	-	23,144.00	23,144.00	-
Carry Forward Budget for Traffic Signal Safety Improvements (Transfer from F328)	5,000.00	1,617.00	6,617.00	-
Carry Forward Budget for A St. SE & 37th St. SE Traffic Signal Improvements	53,067.00	148,605.00	201,672.00	-
C/F Budget for 22nd & I Street NE Intersection Improvements (T/F from F124)	-	195,417.00	195,417.00	-
Carry Fwd Budget for Traffic Management Center Improvements (T/F from F124)	-	125,000.00	125,000.00	-
Carry Forward Budget for Lea Hill Road Building Demolition (Transfer from F124)	-	33,515.00	33,515.00	-
Carry Forward Budget for Lea Hill Road Property Acquisition (Transfer from F124)	-	250,000.00	250,000.00	-
Correct Entry from BA#4 for W. Main Street Corridor Improvements Project	-	-	(209,650.00)	209,650.00
Carry Forward Budget for AWS Corridor Improvements (Transfer from F124)	-	243,429.00	243,429.00	-
Carry Forward Budget and Adjust Funding for AWS Pedestrian Improvements	-	165,000.00	219,714.00	(54,714.00)
C/F Budget and Incr Funding for W. Main St. Corridor Imprvmnts (T/F from F124)	113,818.00	770,750.00	884,568.00	-
C/F Budget and Incr Funding for S. 277th St. Corridor Imprvmnts (T/F from F124)	17,906.00	389,066.00	406,972.00	-
Revised 2016 Budget - Fund 102	2,325,058.35	17,763,764.00	18,805,638.00	1,283,184.35
Local Street Fund (#103)				
2016 Adopted Budget	348,568.00	1,602,500.00	1,600,000.00	351,068.00
BA#4 (Ordinance #6571)	76,856.12	160,000.00	40,053.00	196,803.12
2016 Amended Budget	425,424.12	1,762,500.00	1,640,053.00	547,871.12
BA#5 (Ordinance #6592, Proposed):	924,345.00	-	924,345.00	-
Carry Forward Budget for Local Street Pavement Preservation Project	163,684.00	-	163,684.00	-
Carry Forward Budget for Local Street Pavement Preservation Project	624,562.00	-	624,562.00	-
Carry Forward Budget for Pavement Patching and Overlay Project	136,099.00	-	136,099.00	-
Revised 2016 Budget - Fund 103	1,349,769.12	1,762,500.00	2,564,398.00	547,871.12

Schedule A

**Summary of 2016 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6592)**

	Beg. Fund Balance	2016 Revenues	2016 Expenditures	Ending Fund Balance
Hotel/Motel Tax Fund (#104)				
2016 Adopted Budget	148,031.00	94,940.00	86,000.00	156,971.00
BA#4 (Ordinance #6571)	6,904.58	-	100,000.00	(93,095.42)
2016 Amended Budget	154,935.58	94,940.00	186,000.00	63,875.58
BA#5 (Ordinance #6592, Proposed):	-	-	10,000.00	(10,000.00)
Recognize Tourism Board Contribution to General Fund (Parks Dept.) from 2015	-	-	10,000.00	(10,000.00)
T/F Funds To Parks for Veterans' Day, Petpalooza, and Geocaching (T/F to F001)	-	-	-	-
104.00.597.300.55 OPERATING TRANSFERS OUT			15,000.00	
104.00.557.300.41 PROFESSIONAL SERVICES			(15,000.00)	
Revised 2016 Budget - Fund 104	154,935.58	94,940.00	196,000.00	53,875.58
Arterial Street Preservation Fund (#105)				
2016 Adopted Budget	461,200.00	3,127,300.00	3,351,390.00	237,110.00
BA#4 (Ordinance #6571)	(113,936.10)	(90,000.00)	(25,207.00)	(178,729.10)
2016 Amended Budget	347,263.90	3,037,300.00	3,326,183.00	58,380.90
BA#5 (Ordinance #6592, Proposed):	1,959,664.00	(39,274.00)	1,960,390.00	(40,000.00)
Reduce Citywide Telephone B&O Tax Revenues	-	(40,000.00)	-	(40,000.00)
Carry Forward Budget for Auburn Way North Preservation Project	33,837.00	726.00	34,563.00	-
Carry Forward Budget for Pavement Patching and Overlay Project	478,699.00	-	478,699.00	-
Carry Forward Budget for 30th Street Flooding Project	26,394.00	-	26,394.00	-
Carry Forward Budget for B Street NW Reconstruction Project	1,070,734.00	-	1,070,734.00	-
Increase Budget for West Main Street Corridor Improvements Project	150,000.00	-	150,000.00	-
Increase Budget for South 277th Street Corridor Improvements Project	200,000.00	-	200,000.00	-
Revised 2016 Budget - Fund 105	2,306,927.90	2,998,026.00	5,286,573.00	18,380.90
Housing & Comm Develop Fund (#119)				
2016 Adopted Budget	37,371.00	450,000.00	440,000.00	47,371.00
BA#4 (Ordinance #6571)	17,533.21	-	-	17,533.21
2016 Amended Budget	54,904.21	450,000.00	440,000.00	64,904.21
BA#5 (Ordinance #6592, Proposed):	-	715,398.00	715,398.00	-
Recognize Accumulated Community Development Block Grant (CDBG) Funds	-	715,398.00	715,398.00	-
Revised 2016 Budget - Fund 119	54,904.21	1,165,398.00	1,155,398.00	64,904.21

Schedule A
Summary of 2016 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6592)

	Beg. Fund Balance	2016 Revenues	2016 Expenditures	Ending Fund Balance
Cumulative Reserve Fund (#122)				
2016 Adopted Budget	6,238,304.00	14,200.00	1,917,084.00	4,335,420.00
BA#4 (Ordinance #6571)	1,517,482.23	1,500,000.00	-	3,017,482.23
2016 Amended Budget	7,755,786.23	1,514,200.00	1,917,084.00	7,352,902.23
BA#5 (Ordinance #6592, Proposed):	20,214.00	-	36,214.00	(16,000.00)
Funding for Golf Course Mower (Transfer Out to F550)	20,214.00	-	36,214.00	(16,000.00)
Revised 2016 Budget - Fund 122	7,776,000.23	1,514,200.00	1,953,298.00	7,336,902.23
Mitigation Fees Fund (#124)				
2016 Adopted Budget	2,614,431.00	994,890.00	1,221,827.00	2,387,494.00
BA#4 (Ordinance #6571)	801,664.48	-	875,100.00	(73,435.52)
2016 Amended Budget	3,416,095.48	994,890.00	2,096,927.00	2,314,058.48
BA#5 (Ordinance #6592, Proposed):	853,082.00	400,000.00	1,453,082.00	(200,000.00)
Transfer Out Traffic Impact Fees for AWS Improvements (Transfer to F102)	-	-	100,000.00	(100,000.00)
C/F REET2 Oper Transfer for Teutsch Development Impact Fees (T/F from F328)	-	400,000.00	-	400,000.00
Carry Forward Budget for A Street NW Extension Project (Transfer to F102)	55,000.00	-	55,000.00	-
Carry Forward Budget for Lea Hill Road Corridor Improvements (T/F to F102)	50,000.00	-	50,000.00	-
Carry Forward Budget for Main Street Signal Upgrade Project (Transfer to F102)	23,144.00	-	23,144.00	-
Carry Forward Budget for F Street SE Non-Motorized Improvements (T/F to F102)	55,065.00	-	55,065.00	-
Carry Fwd Budget for 22nd & I Street NE Intersection Improvements (T/F to F102)	37,129.00	-	37,129.00	-
Carry Fwd Budget for Traffic Management Center Improvements (T/F to F102)	125,000.00	-	125,000.00	-
Carry Forward Budget for Lea Hill Road Building Demolition (Transfer to F102)	33,515.00	-	33,515.00	-
Carry Forward Budget for Lea Hill Road Property Acquisition (Transfer to F102)	250,000.00	-	250,000.00	-
C/F Budget for Planning for Sunset Park Playground Expansion (T/F to F321)	15,000.00	-	15,000.00	-
Carry Forward Budget for AWS Corridor Improvements Project (Transfer to F102)	209,229.00	-	209,229.00	-
New Funding for W. Main Street Corridor Improvements Project (Transfer to F102)	-	-	150,000.00	(150,000.00)
New Funding for S. 27th Street Corridor Improvements Project (Transfer to F102)	-	-	350,000.00	(350,000.00)
Revised 2016 Budget - Fund 124	4,269,177.48	1,394,890.00	3,550,009.00	2,114,058.48

Schedule A

Summary of 2016 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6592)

	Beg. Fund Balance	2016 Revenues	2016 Expenditures	Ending Fund Balance
Parks Construction Fund (#321)				
2016 Adopted Budget	507,236.00	9,016,000.00	9,155,000.00	368,236.00
BA#4 (Ordinance #6571)	28,166.33	(3,000,000.00)	(3,000,000.00)	28,166.33
2016 Amended Budget	535,402.33	6,016,000.00	6,155,000.00	396,402.33
BA#5 (Ordinance #6592, Proposed):	154,327.00	1,183,718.00	1,338,045.00	-
Carry Forward and Increase Budget for Minor Parks Improvements	60,415.00	25,000.00	85,415.00	-
Carry Forward Funds for Parks Acquisitions	46,414.00	-	46,414.00	-
Carry Forward Budget for Auburndale Park Project	25,000.00	-	25,000.00	-
C/F Budget for Planning for Sunset Park Playground Expansion (T/F from F124)	-	15,000.00	15,000.00	-
Carry Forward Budget for Les Gove Park Improvements	22,498.00	-	22,498.00	-
Carry Fwd Budget and Adjust Funding Sources for Community & Youth/Teen Ctr	-	1,143,718.00	1,143,718.00	-
Revised 2016 Budget - Fund 321	689,729.33	7,199,718.00	7,493,045.00	396,402.33
Capital Improvements Fund (#328)				
2016 Adopted Budget	8,627,868.00	1,756,036.00	5,561,324.00	4,822,580.00
BA#4 (Ordinance #6571)	(1,963,636.22)	1,200,000.00	(1,255,000.00)	491,363.78
2016 Amended Budget	6,664,231.78	2,956,036.00	4,306,324.00	5,313,943.78
BA#5 (Ordinance #6592, Proposed):	3,581,892.00	995,000.00	4,576,892.00	-
4Culture Building for Culture Grant (For Downtown Auburn Arts & Culture Center)	-	200,000.00	200,000.00	-
Carry Forward CIP Funds for Public Art at the Auburn Community Campus	73,000.00	-	73,000.00	-
Funding for M&O Facility Roof Rplcmnt (T/F from F001, F430, F431, F432, F505)	-	240,000.00	240,000.00	-
C/F REET2 Operating Transfer for Deutsch Devel Impact Fees (Transfer to F124)	400,000.00	-	400,000.00	-
Revise Funding Source for KC Public Health Building	-	425,000.00	425,000.00	-
Carry Forward Budget for City Sidewalk Repairs and Improvements	347,493.00	-	347,493.00	-
Carry Fwd Budget for Marchini Meadows Improvements Project (T/F from F105)	29,866.00	30,000.00	59,866.00	-
Carry Forward Budget for Design of AEP Boardwalk Phase 2 Project	25,000.00	-	25,000.00	-
Carry Forward Budget for Council Chamber Remodel Project	120,000.00	-	120,000.00	-
Carry Forward Budget for 8th St. NE & C St. NW ITS Improvements Project	26,379.00	-	26,379.00	-
Carry Forward Budget for Traffic Calming Program	94,000.00	-	94,000.00	-
Carry Forward Budget for City Hall Generator Replacement (T/F from F505)	-	100,000.00	100,000.00	-
Carry Forward Budget for Traffic Signal Safety Improvements (Transfer to F102)	1,617.00	-	1,617.00	-
Carry Forward Budget for Green River Park Master Plan	37,500.00	-	37,500.00	-
Carry Forward Budget for Les Gove Campus Master Plan	25,000.00	-	25,000.00	-
Carry Forward Budget for Community and Youth/Teen Center	2,402,037.00	-	2,402,037.00	-
Revised 2016 Budget - Fund 328	10,246,123.78	3,951,036.00	8,883,216.00	5,313,943.78

Schedule A

Summary of 2016 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6592)

	Beg. Fund Balance	2016 Revenues	2016 Expenditures	Ending Fund Balance
Local Revitalization Fund (#330)				
2016 Adopted Budget	-	-	-	-
BA#4 (Ordinance #6571)	329,450.00	-	-	329,450.00
2016 Amended Budget	329,450.00	-	-	329,450.00
BA#5 (Ordinance #6592, Proposed):	135,101.00	-	135,101.00	-
Carry Forward Funds for the City Downtown Public Parking Lot Reconfiguration	135,101.00	-	135,101.00	-
Revised 2016 Budget - Fund 330	464,551.00	-	135,101.00	329,450.00
Water Fund (#430)				
2016 Adopted Budget	5,374,953.00	14,264,636.00	15,748,910.00	3,890,679.00
BA#4 (Ordinance #6571)	510,045.51	3,050,000.00	2,572,199.18	987,846.33
2016 Amended Budget	5,884,998.51	17,314,636.00	18,321,109.18	4,878,525.33
BA#5 (Ordinance #6592, Proposed):	13,250.50	-	24,859.50	(11,609.00)
Payment of Admin Fee to Employers Health Coalition of Washington (T/F to F001)	-	-	12,700.00	(12,700.00)
Fund Water Share of M&O Facility Roof Replacement (Transfer to F328)	-	-	46,925.00	(46,925.00)
Adjust Budget to Reflect Health Care Savings from Transition to Premiera	-	-	(59,100.00)	59,100.00
Additional Funding from Water to Upgrade Vehicle Replacements (T/F to F550)	-	-	11,084.00	(11,084.00)
C/F Budget for M&O Small Equipment & Tool Storage Building (T/F to F550)	13,250.50	-	13,250.50	-
Revised 2016 Budget - Fund 430	5,898,249.01	17,314,636.00	18,345,968.68	4,866,916.33
Sewer Fund (#431)				
2016 Adopted Budget	8,825,703.00	8,171,011.00	9,793,077.00	7,203,637.00
BA#4 (Ordinance #6571)	726,460.61	-	39,374.18	687,086.43
2016 Amended Budget	9,552,163.61	8,171,011.00	9,832,451.18	7,890,723.43
BA#5 (Ordinance #6592, Proposed):	13,250.50	-	55,918.86	(42,668.36)
Payment of Admin Fee to Employers Health Coalition of Washington (T/F to F001)	-	-	8,500.00	(8,500.00)
Fund Sewer Share of M&O Facility Roof Replacement (Transfer to F328)	-	-	46,925.00	(46,925.00)
Adjust Budget to Reflect Health Care Savings from Transition to Premiera	-	-	(46,089.00)	46,089.00
Fund Sewer Share of 135G Excavator (Transfer Out to F550)	-	-	33,332.36	(33,332.36)
C/F Budget for M&O Small Equipment & Tool Storage Building (T/F to F550)	13,250.50	-	13,250.50	-
Revised 2016 Budget - Fund 431	9,565,414.11	8,171,011.00	9,888,370.04	7,848,055.07

Schedule A

**Summary of 2016 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6592)**

	Beg. Fund Balance	2016 Revenues	2016 Expenditures	Ending Fund Balance
Storm Drainage Fund (#432)				
2016 Adopted Budget	7,781,286.00	9,576,161.00	9,784,730.00	7,572,717.00
BA#4 (Ordinance #6571)	427,263.86	50,000.00	202,391.28	274,872.58
2016 Amended Budget	8,208,549.86	9,626,161.00	9,987,121.28	7,847,589.58
BA#5 (Ordinance #6592, Proposed):	13,250.50	-	84,280.86	(71,030.36)
Payment of Admin Fee to Employers Health Coalition of Washington (T/F to F001)	-	-	12,100.00	(12,100.00)
Fund Storm Share of M&O Facility Roof Replacement (T/F Out to F328)	-	-	46,925.00	(46,925.00)
Adjust Budget to Reflect Health Care Savings from Transition to Premiera	-	-	(63,199.00)	63,199.00
Fund Replacement of Two Storm Tractors (Transfer Out to F550)	-	-	41,872.00	(41,872.00)
Fund Storm Share of 135G Excavator (Transfer Out to F550)	-	-	33,332.36	(33,332.36)
C/F Budget for M&O Small Equipment & Tool Storage Building (T/F to F550)	13,250.50	-	13,250.50	-
Revised 2016 Budget - Fund 432	8,221,800.36	9,626,161.00	10,071,402.14	7,776,559.22
Solid Waste Fund (#434)				
2016 Adopted Budget	2,858,461.00	13,427,400.00	13,040,602.00	3,245,259.00
BA#4 (Ordinance #6571)	223,815.95	-	(5,689.62)	229,505.57
2016 Amended Budget	3,082,276.95	13,427,400.00	13,034,912.38	3,474,764.57
BA#5 (Ordinance #6592, Proposed):	-	-	170,000.00	(170,000.00)
Funding for Consultant to Assist with 2018 Solid Waste Contract	-	-	20,000.00	(20,000.00)
Increase Budget to Cover Anticipated Increase in Roll-Off Quantities	-	-	150,000.00	(150,000.00)
Revised 2016 Budget - Fund 434	3,082,276.95	13,427,400.00	13,204,912.38	3,304,764.57
Cemetery Fund (#436)				
2016 Adopted Budget	156,448.00	1,178,300.00	1,098,229.00	236,519.00
BA#4 (Ordinance #6571)	184,237.35	-	8,131.94	176,105.41
2016 Amended Budget	340,685.35	1,178,300.00	1,106,360.94	412,624.41
BA#5 (Ordinance #6592, Proposed):	12,699.00	-	12,699.00	-
Carry Forward Budget for New Columbarium Installation	12,699.00	-	12,699.00	-
Revised 2016 Budget - Fund 436	353,384.35	1,178,300.00	1,119,059.94	412,624.41

Schedule A
Summary of 2016 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6592)

	Beg. Fund Balance	2016 Revenues	2016 Expenditures	Ending Fund Balance
Water Capital Fund (#460)				
2016 Adopted Budget	-	-	-	-
BA#4 (Ordinance #6571)	-	-	-	-
2016 Amended Budget	-	-	-	-
BA#5 (Ordinance #6592, Proposed):	3,586,381.00	820,037.00	4,406,418.00	-
Carry Forward Budget for Well 1 Improvements Project	593,572.00	820,037.00	1,413,609.00	-
Carry Forward Budget for West Hill Springs Improvements Project	41,904.00	-	41,904.00	-
Carry Forward Budget for Water Comprehensive Plan Update	44,676.00	-	44,676.00	-
Carry Forward Budget for Auburn Way S. Muckleshoot Plaza to Dogwood	55,000.00	-	55,000.00	-
Carry Forward Budget for Fulmer Well Field Improvements Project	417,567.00	-	417,567.00	-
Carry Fwd Budget for Water Meter & Billing System Improvements Project (AMI)	930,500.00	-	930,500.00	-
Carry Forward Budget for Lakeland Hills Reservoir 5 Improvements Project	378,666.00	-	378,666.00	-
Carry Forward Budget for M Street SE Storm Improvements Project	46,954.00	-	46,954.00	-
Carry Forward Budget for Valley AC Main Replacement Project	30,414.00	-	30,414.00	-
Carry Forward Budget for Muckleshoot Indian Tribe Master Meters	27,170.00	-	27,170.00	-
Carry Forward Budget for F Street SE Non-Motorized Improvements Project	97,496.00	-	97,496.00	-
Carry Forward Budget for Well 4 Power and Chlorination Project	190,696.00	-	190,696.00	-
Carry Forward Budget for Auburn Way S Flooding Improvements Phase 2	402,888.00	-	402,888.00	-
Carry Forward Budget for Auburn Way South - Dogwood to Fir	23,704.00	-	23,704.00	-
Carry Forward Budget for Local Street Pavement Restoration Project	105,174.00	-	105,174.00	-
Carry Forward Budget for 24" White River Crossing Project	200,000.00	-	200,000.00	-
Revised 2016 Budget - Fund 460	3,586,381.00	820,037.00	4,406,418.00	-
Sewer Capital Fund (#461)				
2016 Adopted Budget	-	-	-	-
BA#4 (Ordinance #6571)	-	-	-	-
2016 Amended Budget	-	-	-	-
BA#5 (Ordinance #6592, Proposed):	590,823.00	-	590,823.00	-
Carry Forward Budget for Local Street Pavement Restoration	171,235.00	-	171,235.00	-
Carry Forward Budget for Auburn Way S Flooding Phase 2	380,000.00	-	380,000.00	-
Carry Forward Budget for F Street SE Non-Motorized Improvements Project	21,475.00	-	21,475.00	-
Carry Forward Budget for Sewer Pump Station Improvements	18,113.00	-	18,113.00	-
Revised 2016 Budget - Fund 461	590,823.00	-	590,823.00	-

Schedule A
Summary of 2016 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6592)

	Beg. Fund Balance	2016 Revenues	2016 Expenditures	Ending Fund Balance
Storm Drainage Capital Fund (#462)				
2016 Adopted Budget	-	-	-	-
BA#4 (Ordinance #6571)	-	-	-	-
2016 Amended Budget	-	-	-	-
BA#5 (Ordinance #6592, Proposed):	1,630,362.00	307,806.00	1,938,168.00	-
Carry Forward Budget for Hi-Crest Storm Pipeline Repair & Replacement Project	6,000.00	-	6,000.00	-
Carry Forward Budget for M Street SE Improvements Project	21,140.00	-	21,140.00	-
Carry Forward Budget for M&O Storm Drainage Improvement Project	10,000.00	-	10,000.00	-
Carry Forward Budget for 30th St. NE Area Flooding Phase 1B Project	-	300,000.00	300,000.00	-
Carry Forward Budget for Eastridge Manor Project	237,832.00	-	237,832.00	-
Carry Forward Budget for North Airport Area Improvements Project	40,000.00	-	40,000.00	-
Carry Forward Budget for Mill Creek Wetland 5K Project (Grant Funded)	-	7,806.00	7,806.00	-
Carry Forward Budget for Auburn Way S Flooding Improvements Phase 2	485,000.00	-	485,000.00	-
Carry Forward Budget for 30th St. NE Area Flooding Phase 1A	830,390.00	-	830,390.00	-
Revised 2016 Budget - Fund 462	1,630,362.00	307,806.00	1,938,168.00	-
Airport Capital Fund (#465)				
2016 Adopted Budget	-	-	-	-
BA#4 (Ordinance #6571)	-	-	-	-
2016 Amended Budget	-	-	-	-
BA#5 (Ordinance #6592, Proposed):	184,621.00	145,290.00	329,911.00	-
Carry Forward Budget for Runway Enhancement Project	5,585.00	106,120.00	111,705.00	-
Carry Forward Budget for the Slurry Seal Project	71,165.00	39,170.00	110,335.00	-
Carry Forward Budget for the South T-Hangar Row 3 Enclosure Project	72,871.00	-	72,871.00	-
Carry Forward Budget for General Repair and Maintenance	35,000.00	-	35,000.00	-
Revised 2016 Budget - Fund 465	184,621.00	145,290.00	329,911.00	-

Schedule A
Summary of 2016 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6592)

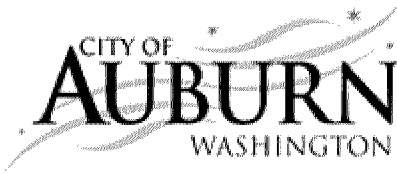
	Beg. Fund Balance	2016 Revenues	2016 Expenditures	Ending Fund Balance
Facilities Fund (#505)				
2016 Adopted Budget	1,346,478.00	3,598,400.00	3,797,528.00	1,147,350.00
BA#4 (Ordinance #6571)	618,684.61	-	46,520.00	572,164.61
2016 Amended Budget	1,965,162.61	3,598,400.00	3,844,048.00	1,719,514.61
BA#5 (Ordinance #6592, Proposed):	404,700.00	(100,000.00)	655,000.00	(350,300.00)
T/F Roof Repair Budget for M&O Facility Roof Replacement (Transfer Out to F328)	52,300.00	-	52,300.00	-
Carry Forward Budget for City Hall Generator Replacement (Transfer to F328)	100,000.00	-	100,000.00	-
New FTE – Custodian for PRAB, Senior Center and Activity Center (starting July 1)	-	-	36,500.00	(36,500.00)
Carry Forward Budget for City Hall Atrium Project	229,700.00	-	229,700.00	-
Carry Forward Budget for City Hall Exterior Cleaning	107,000.00	-	107,000.00	-
Carry Forward Budget for City Hall Water Repellant Project	54,500.00	-	54,500.00	-
Carry Forward Budget for Justice Center Exterior Paint Project	50,000.00	-	50,000.00	-
Carry Forward Budget for Update/Remodel of PRAB Restrooms	25,000.00	-	25,000.00	-
Reduce Budget for Expected Grants from the Department of Commerce	-	(100,000.00)	-	(100,000.00)
Technical Adjustment to Zero Out Unused Working Capital Account	(213,800.00)	-	-	(213,800.00)
Revised 2016 Budget - Fund 505	2,369,862.61	3,498,400.00	4,499,048.00	1,369,214.61
Innovation & Technology Fund (#518)				
2016 Adopted Budget	1,828,866.00	5,639,465.00	5,582,583.00	1,885,748.00
BA#4 (Ordinance #6571)	394,683.07	10,000.00	-	404,683.07
2016 Amended Budget	2,223,549.07	5,649,465.00	5,582,583.00	2,290,431.07
BA#5 (Ordinance #6592, Proposed):	1,299,855.00	116,100.00	1,356,739.00	59,216.00
Technology Costs for Police Patrol Car (POL.0015) (Transfer In from F001)	-	12,600.00	12,600.00	-
Adjust Budget to Reflect Health Care Savings from Transition to Premiera	-	-	(59,216.00)	59,216.00
Emerg Mgmt Contrib to Geocortex Active Operating Picture Applic (T/F from F001)	-	17,500.00	17,500.00	-
Miscellaneous Project Carry Forward Requests	949,855.00	-	949,855.00	-
Funding for Radio Communication at the Justice Center and EOC (T/F from F001)	-	86,000.00	86,000.00	-
Revised 2016 Budget - Fund 518	3,523,404.07	5,765,565.00	6,939,322.00	2,349,647.07

Schedule A
Summary of 2016 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6592)

	Beg. Fund Balance	2016 Revenues	2016 Expenditures	Ending Fund Balance
Equipment Rental Fund (#550)				
2016 Adopted Budget	3,184,883.00	3,669,480.00	4,638,014.00	2,216,349.00
BA#4 (Ordinance #6571)	491,597.94	37,000.00	(1,046.06)	529,644.00
2016 Amended Budget	3,676,480.94	3,706,480.00	4,636,967.94	2,745,993.00
BA#5 (Ordinance #6592, Proposed):	766,249.50	282,572.58	1,585,357.20	(536,535.12)
Reallocate Budget for Leased Police Equipment from M&O	-	-	(34,000.00)	34,000.00
Equipment Rental Costs for Police Patrol Car (POL.0015) (Transfer In from F001)	-	50,000.00	50,000.00	-
C/F Budget for M&O Equip & Tool Storage Bldg Project (T/F from F430, F431, F432)	13,250.50	39,751.50	53,002.00	-
Funding for Purchase of 135G Excavator (T/F In from F001, F431, F432)	-	99,997.08	44,140.20	55,856.88
Carry Forward Budget for M&O Vehicle Storage Bay Improvements	50,000.00	-	50,000.00	-
Carry Forward Budget for M&O Lunchroom Expansion	45,000.00	-	45,000.00	-
Carry Forward Budget for Purchase of Vehicles and Equipment	657,999.00	-	657,999.00	-
Funding for Early Replacement of Storm Side Arm Mower	-	-	131,734.00	(131,734.00)
Funding for Replacement of Streets Water Truck	-	-	105,981.00	(105,981.00)
Funding for Replacement of Four Vehicles (Jeep Liberty's)	-	-	108,500.00	(108,500.00)
Funding for Replacement of Storm Crosswind Sweeper	-	-	280,177.00	(280,177.00)
Add'l Funding from Streets for New Truck Body/Water Tank & Skid (T/F from F001)	-	3,654.00	3,654.00	-
Additional Funding from Water to Upgrade Vehicle Replacements (T/F from F430)	-	11,084.00	11,084.00	-
Funding for Golf Course Mower (Transfer In from F122)	-	36,214.00	36,214.00	-
Early Replacement of Storm Tractors (Transfer In from F432)	-	41,872.00	41,872.00	-
Revised 2016 Budget - Fund 550	4,442,730.44	3,989,052.58	6,222,325.14	2,209,457.88
Grand Total - All Funds				
2016 Adopted Budget	70,939,707.00	169,297,448.00	185,515,218.00	54,721,937.00
BA#4 (Ordinance #6571)	7,855,423.31	6,057,537.00	5,584,066.72	8,328,893.59
2016 Amended Budget	78,795,130.31	175,354,985.00	191,099,284.72	63,050,830.59
TOTAL BA#5 (Ordinance #6592, Proposed)	19,076,317.00	8,103,700.58	25,940,469.78	1,239,547.80
Revised 2016 Budget	97,871,447.31	183,458,685.58	217,039,754.50	64,290,378.39
		281,330,132.89		281,330,132.89

Schedule B 2016 Appropriations by Fund

Fund	2016 Adopted Budget	BA#4 (Ord #6571)	BA#5 (Ord #6592)	Total Amendments	2016 Revised Budget
General Fund (#001)	69,901,366	2,993,307	3,019,833	6,013,140	75,914,506
Arterial Street Fund (#102)	13,197,491	3,701,861	3,189,470	6,891,331	20,088,822
Local Street Fund (#103)	1,951,068	236,856	924,345	1,161,201	3,112,269
Hotel Motel Fund (#104)	242,971	6,905	-	6,905	249,876
Arterial Street Preservation Fund (#105)	3,588,500	(203,936)	1,920,390	1,716,454	5,304,954
Drug Forfeiture Fund (#117)	395,157	34,416	-	34,416	429,573
Housing and Community Development Grant Fund (#119)	487,371	17,533	715,398	732,931	1,220,302
Recreation Trails Fund (#120)	50,977	(761)	-	(761)	50,216
Business Improvement Area Fund (#121)	96,332	(9,841)	-	(9,841)	86,491
Cumulative Reserve Fund (#122)	6,252,504	3,017,482	20,214	3,037,696	9,290,200
Mitigation Fees Fund (#124)	3,609,321	801,664	1,253,082	2,054,746	5,664,067
1998 Library Fund (#229)	285,100	-	-	-	285,100
2010 Annex A&B Bond Debt Fund (#230)	1,688,444	-	-	-	1,688,444
2010 C&D Local Revitalization Debt Fund (#231)	592,472	-	-	-	592,472
LID Guarantee Fund (#249)	22,589	-	-	-	22,589
LID #350 (#275)	15,130	1,995	-	1,995	17,125
Golf Course Debt Service Fund (#237)	351,553	-	-	-	351,553
Municipal Park Construction Fund (#321)	9,523,236	(2,971,834)	1,338,045	(1,633,789)	7,889,447
Capital Improvements Fund (#328)	10,383,904	(763,636)	4,576,892	3,813,256	14,197,160
Local Revitalization Fund (#330)	-	329,450	135,101	464,551	464,551
Water Fund (#430)	19,639,589	3,560,046	13,251	3,573,296	23,212,885
Sewer Fund (#431)	16,996,714	726,461	13,251	739,711	17,736,425
Storm Drainage Fund (#432)	17,357,447	477,264	13,251	490,514	17,847,961
Sewer Metro Fund (#433)	18,825,535	(346,911)	-	(346,911)	18,478,624
Solid Waste Fund (#434)	16,285,861	223,816	-	223,816	16,509,677
Airport Fund (#435)	1,174,009	(18,274)	-	(18,274)	1,155,735
Cemetery Fund (#436)	1,334,748	184,237	12,699	196,936	1,531,684
Water Capital Fund (#460)	-	-	4,406,418	4,406,418	4,406,418
Sewer Capital Fund (#461)	-	-	590,823	590,823	590,823
Storm Drainage Capital Fund (#462)	-	-	1,938,168	1,938,168	1,938,168
Airport Capital Fund (#465)	-	-	329,911	329,911	329,911
Insurance Fund (#501)	1,396,231	40,926	-	40,926	1,437,157
Workers Compensation Self Insurance Fund (#503)	1,029,599	317,004	-	317,004	1,346,603
Facilities Fund (#505)	4,944,878	618,685	304,700	923,385	5,868,263
Innovation and Technology Fund (#518)	7,468,331	404,683	1,415,955	1,820,638	9,288,969
Equipment Rental Fund (#550)	6,854,363	528,598	1,048,822	1,577,420	8,431,783
Fire Pension Fund (#611)	2,562,300	28,981	-	28,981	2,591,281
Cemetery Endowment Fund (#701)	1,732,064	(24,016)	-	(24,016)	1,708,048
Total	240,237,155	13,912,960	27,180,018	41,092,978	281,330,133



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5199

Date:

March 14, 2016

Department:

CD & PW

Attachments:

Resolution No. 5199

2016 Stormwater Management Program Plan

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5199.

Background Summary:

The City of Auburn was issued a municipal stormwater permit by the Washington State Department of Ecology in compliance with provisions of the State of Washington Water Pollution Control Law and the Federal Water Pollution Control Act (The Clean Water Act).

Requirements of the Permit include the development and annual update of a Stormwater Management Program Plan (SWMP Plan) which describes the actions and activities to be implemented by the City in order to reduce the discharge of pollutants.

The SWMP Plan is to include measures related to Public Education and Outreach, Public Involvement and Participation, Illicit Discharge Detection and Elimination, Controlling Runoff from New Development, Redevelopment, and Construction Sites, Municipal Operations and Maintenance, Compliance with Total Maximum Daily Load Requirements and Monitoring. The Permit lists specific actions and methods that the City must implement through the SWMP Plan.

The City of Auburn accepted comments on the draft 2016 Stormwater Management Program Plan. Written comments were to be received by close of business on March 14, 2016. There was a public hearing at the March 14th City Council meeting where comments could also be submitted.

Reviewed by Council Committees:

Councilmember:

Staff:

Snyder

Meeting Date: March 21, 2016

Item Number: RES.A

RESOLUTION NO. 5199

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE 2016 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 2015 TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY

WHEREAS, The Washington State Department of Ecology issues a National Pollutant Discharge Elimination System Western Washington Phase II Municipal Stormwater Permit that regulates the discharge of stormwater from municipal stormwater systems; and

WHEREAS, the City operates a municipal stormwater system and is regulated under the National Pollutant Discharge Elimination System Western Washington Phase II Municipal Stormwater Permit; and

WHEREAS, the National Pollutant Discharge Elimination System Western Washington Phase II Municipal Stormwater Permit requires development and implementation of a Stormwater Management Program Plan; and

WHEREAS, the National Pollutant Discharge Elimination System Western Washington Phase II Municipal Stormwater Permit requires submittal of the Stormwater Pollution Program Plan to the Washington State Department of Ecology

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

Section 1. The Stormwater Management Program Plan is approved for implementation in the City of Auburn in substantial conformity with the agreement attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

Section 2. That the Mayor is authorized to implement such other administrative procedures as may be necessary to carry out the directives of this legislation, including submitting a copy of the Stormwater Management Program Plan to the Washington State Department of Ecology.

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

Dated and Signed this _____ day of _____, 2016.

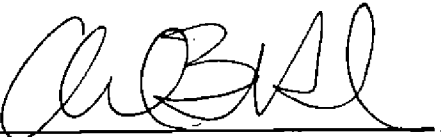
CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

Resolution No. 5199
February 22, 2016
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CITY OF AUBURN
2016 STORMWATER MANAGEMENT
PROGRAM PLAN

City of Auburn, WA
March 2016

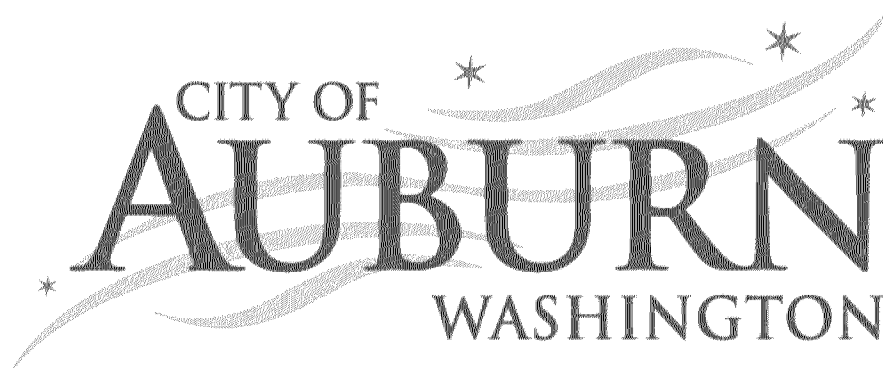


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CITY OF AUBURN 2016 STORMWATER MANAGEMENT PROGRAM PLAN

1. INTRODUCTION

1.1 Overview

This document presents the City of Auburn's Stormwater Management Program (SWMP). Preparation and maintenance of this SWMP Plan is required by the Washington State Department of Ecology (Ecology) as a condition of the Western Washington Phase II Municipal Stormwater Permit (the Phase II Permit). The Phase II permit covers discharges from regulated small municipal separate storm sewer systems (MS4s). The SWMP Plan is intended to inform the public of the planned SWMP activities for the upcoming year.

The permit to discharge stormwater is designed to reduce the discharge of pollutants, protect water quality, and meet the requirements of the federal Clean Water Act.

Appendix A includes acronyms and definitions from the Permit to help the reader understand the City's Stormwater Management Program.

1.2 Regulatory Background

The National Pollutant Discharge Elimination System (NPDES) permit program is a requirement of the federal Clean Water Act, which is intended to protect and restore waters for "fishable, swimmable" uses. The federal Environmental Protection Agency (EPA) has delegated permit authority to state environmental agencies, and these agencies can set permit conditions in accordance with and in addition to the minimum federal requirements. In Washington, the NPDES-delegated permit authority is the Washington State Department of Ecology (Ecology).

In Washington, municipalities with a population of over 100,000 are designated as Phase I communities and must comply with Ecology's Phase I NPDES Municipal Stormwater Permit. Auburn's population is below the 100,000 threshold, so the City must comply with the Phase II Municipal Stormwater Permit. About 100 other municipalities in Washington must also comply with the Phase II Permit, as operators of small municipal separate storm sewer systems (MS4s). Ecology's Phase II Municipal Stormwater Permit is available on Ecology's website at

<http://www.ecy.wa.gov/programs/wq/stormwater/municipal/phaseIIww/wwwphiipermits.html>

The Permit allows municipalities to discharge stormwater runoff from municipal drainage systems into the state's water bodies (e.g., streams, rivers, lakes, wetlands, and aquifers) as long as municipalities implement programs to protect water quality by reducing the discharge of "non-point source" pollutants to the "maximum extent practicable" (MEP) through application of Permit-specified "best management practices" (BMPs). The BMPs specified in the Permit are collectively referred to as the Stormwater Management Program (SWMP) and grouped under the following Program components:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Controlling Runoff from New Development, Redevelopment, and Construction Sites

- Municipal Operations and Maintenance

In addition to the SWMP components the Permit contains special conditions covering:

- Compliance with Total Maximum Daily Load requirements
- Monitoring and Assessment
- Reporting Requirements

The Permit issued by Ecology became effective on August 1, 2013, was modified January 16, 2014 and expires on July 31, 2018. The Permit requires the City to submit an annual report no later than March 31st of each year beginning in 2015, on progress in SWMP implementation. The Permit also requires submittal of a SWMP Plan which describes proposed SWMP activities for the current calendar year. The SWMP Plan is to be updated annually and be included in the submittal of the previous year's annual report.

1.3 City of Auburn Regulated Area

The Western Washington Phase II Permit applies to operators of regulated small MS4s that discharge stormwater to waters of Washington State located west of the crest of the Cascade Range (west of the eastern boundaries of Whatcom, Skagit, Snohomish, King, Pierce, Lewis and Skamania counties). For cities, the Permit requirements extend to those areas of each City that drain to MS4s. Most of Auburn drains to MS4s that ultimately discharge into the Green River, the White River, or Mill Creek. In addition, some portions of the City drain to public infiltration facilities where the stormwater soaks into the ground.

1.4 SWMP Implementation Responsibilities

The Utilities Engineering Division in the Community Development and Public Works Department coordinates the overall administration of efforts to comply with Permit requirements. The work plan tables in each Chapter provide the lead departments for the associated task. Other major departments/divisions included in the 2016 SWMP implementation are Maintenance and Operations (M&O), Human Resources (HR), Development Engineering, Permit Center, Innovation and Technology (IT), and Parks.

1.5 Document Organization

The contents of this document are based upon Permit requirements and Ecology's "Guidance for City and County Annual Reports for Western Washington, Phase II Municipal Stormwater General Permits." The program components of this SWMP are organized as listed in the Permit:

- **Section 2.0** addresses administering the City's Stormwater Management Program.
- **Section 3.0** addresses public education and outreach.
- **Section 4.0** addresses public involvement and participation.
- **Section 5.0** addresses illicit discharge detection and elimination.
- **Section 6.0** addresses controlling runoff from new development, redevelopment, and construction sites.
- **Section 7.0** addresses municipal operations and maintenance.
- **Section 8.0** addresses compliance with TMDL requirements.
- **Section 9.0** addresses monitoring.

Each section includes a summary of the relevant Permit requirements and a table showing the planned activities for 2016. This document also includes acronyms and definitions in Appendix A for easy reference.

CITY OF AUBURN 2016
STORMWATER MANAGEMENT PROGRAM PLAN

2. STORMWATER MANAGEMENT PROGRAM ADMINISTRATION

This section of the SWMP describes Permit requirements related to overall Stormwater Management Program administration, and planned compliance activities for 2016.

2.1 Permit Requirements

The Permit (Section S5.A) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Develop and implement a Stormwater Management Program (SWMP) and prepare written documentation (SWMP Plan) for submittal to Ecology by March 31 of each year. The purpose of the SWMP is to reduce the discharge of pollutants from the municipal stormwater system to the maximum extent practicable and thereby protect water quality. The SWMP Plan is intended to inform the public of the planned SWMP activities for the upcoming calendar year, including any actions to meet the requirements of S7 Compliance with Total Maximum Daily Load Requirements, and S8 Monitoring.
- Implement a program for gathering, tracking, maintaining, and using information to evaluate SWMP development, implementation and permit compliance and to set priorities.
- Coordinate with other permittees on stormwater related policies programs, and projects within adjacent or shared areas.
- Coordinate between City departments to eliminate barriers to compliance with the terms of the permit.

2.2 Planned 2016 Compliance Activities

Auburn has positioned itself to maintain compliance. Table 2-1 presents the proposed work plan for the 2016 SWMP administration activities.

Table 2-1. 2016 Stormwater Management Administration Program Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
SWMP-1	Revise and update the City's Stormwater Management Program Plan (SWMP Plan) to identify planned SWMP activities for 2016.	Utilities Engineering	The SWMP submittal is due by March 31st of each year.
SWMP-2	Track program element implementation.	Utilities Engineering	Annual Reporting is due by March 31 st of each year beginning in 2015.

CITY OF AUBURN 2016 STORMWATER MANAGEMENT PROGRAM PLAN

3. PUBLIC EDUCATION AND OUTREACH

This section describes the Permit requirements related to public education and outreach, and planned compliance activities for 2016.

3.1 Permit Requirements

The Permit (Section S5.C.1) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Prioritize and target education and outreach activities to specified audiences, including the general public, businesses, residents/homeowners, landscapers, property managers, engineers, contractors, developers, and land use planners to build general awareness and to effect behavior change with the intent to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts.
- Have an outreach program that is designed to improve the target audience's understanding of the problem and what they can do to solve it.
- Create and/or partner with existing organizations to encourage residents to participate in stewardship opportunities.
- Measure the understanding and adoption of the targeted behaviors for at least one target audience in at least one subject area. Use the resulting measurements to direct education and outreach resources most effectively.
- Track and maintain records of public education and outreach activities.

3.2 Planned 2016 Compliance Activities

The City plans to continue the program that has been developed over the last permit cycle. The target audiences include:

- The general public
- Businesses (including home-based and mobile businesses)
- Residents/homeowners
- Landscapers
- Property managers
- Engineers, contractors, developers and land use planners

Table 3-1 presents the work plan for the 2016 SWMP public education and outreach activities.

Table 3-1. 2016 Public Education and Outreach Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
EDUC-1	Continue collaboration with other NPDES municipalities through Stormwater Outreach for Regional Municipalities (STORM) and Puget Sound Starts Here efforts to promote regional education and outreach programs.	Utilities Engineering	Refinements to existing public education and outreach activities are on-going.
EDUC-2	Refine education and outreach strategy to supplement existing education activities. An example would be evaluating the current pet waste cleanup education strategy to determine whether more frequent outreach is required.	Utilities Engineering	
EDUC-3	Implement new or modify existing education and outreach activities. An example would be adding new business types or revisiting businesses as part of the ECOSSE Pollution Prevention Outreach program.	Utilities Engineering	
EDUC-4	Staff training related to Surface Water Management Manual Implementation/Technical Standards: • Permitting • Plan Review • Site Inspections • Maintenance Standards.	Planning and Public Works Divisions	
EDUC-4a	Educate select city staff and elected officials to develop a common level of knowledge related to Low Impact Development stormwater management techniques.	LID Core Team	2016
EDUC-4b	Educate the general public and developers to develop a common level of knowledge related to Low Impact Development stormwater management principles and techniques.	LID Core team	2016
EDUC-5	Inform public employees, businesses and the general public of the hazards associated with illegal discharges and improper disposal of waste.	Utilities Engineering	Ongoing
EDUC-6	Provide stewardship opportunities such as planting native plants and invasive species removal at the Auburn Environmental park.	Environmental Services	2016
EDUC-7	Measure understanding and adoption of pollution prevention and spill management by business property managers/owners.	Utilities Engineering	February 2, 2016

CITY OF AUBURN 2016 STORMWATER MANAGEMENT PROGRAM PLAN

4. PUBLIC INVOLVEMENT AND PARTICIPATION

This section describes the Permit requirements related to public involvement and participation, and planned compliance activities for 2016.

4.1 Permit Requirements

The Permit (Section S5.C.2) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Provide ongoing opportunities for public involvement and participation through advisory boards or commissions, public hearings, watershed committees, public participation in developing rate structures and budgets, or other similar activities. The public must be able to participate in the decision-making processes, including development, implementation, and update of the SWMP.
- Make the SWMP Plan and Annual Compliance Report available to the public, by posting on the City's website. Make any other documents required to be submitted to Ecology in response to Permit conditions available to the public.

4.2 Planned 2016 Compliance Activities

The City of Auburn has a history of including the public in decision making. Table 4-1 below presents the work plan for the 2016 SWMP public involvement and participation activities.

Table 4-1. 2016 Public Involvement and Participation Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
PI-1	Provide public involvement opportunities for annual SWMP update.	Utilities Engineering	Public involvement opportunities will be available before the March 31, 2016 submittal.
PI-2	Make SWMP document Report available to public by posting on the City website.	Utilities Engineering	

CITY OF AUBURN 2016 STORMWATER MANAGEMENT PROGRAM PLAN

5. ILLICIT DISCHARGE DETECTION AND ELIMINATION

This section describes the Permit requirements related to illicit discharge detection and elimination (IDDE), and planned compliance activities for 2016.

5.1 Permit Requirements

The Permit (Section S5.C.3) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Implement an ongoing program to detect and remove illicit discharges, connections, and improper disposal, including any spills into the municipal separate storm sewers owned or operated by the City.
- Maintain a storm sewer system map, have ordinances that prohibit illicit discharges, and implement an ongoing program to detect and address illicit discharges.
- Publicly list and publicize a hotline or other local telephone number for public reporting of spills and other illicit discharges. Track illicit discharge reports and actions taken in response through close-out, including enforcement actions.
- Inform public employees, businesses and the general public of hazards associated with illegal discharges and improper disposal of waste.
- Train staff on proper IDDE response SOPs and train municipal field staff to recognize and report illicit discharges.
- Summarize all illicit discharges and connections reported to the City and response actions taken, including enforcement actions, in the Annual Compliance Report; identify any updates to the SWMP.

5.2 Planned 2016 Compliance Activities

Table 5-1 presents the work plan for 2016 SWMP illicit discharge detection and elimination activities.

Table 5-1. 2016 Illicit Discharge Detection and Elimination Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
IDDE-1	Continue to implement City-wide IDDE Program and develop any necessary supplemental IDDE activities. Enforce ACC 13.48.210 using education and technical support as a first action and escalating code enforcement as needed. Publicize a phone number for public reporting of spills and illicit discharges.	Utilities Engineering	Ongoing
IDDE-2	Continue to review and update storm system map to address data gaps and Permit requirements.	Utilities Engineering/IT	Ongoing

IDDE-3	Provide IDDE training to new hires in Utility Engineering and Maintenance & Operations.	Utilities Engineering	Ongoing
IDDE-4	Perform IDDE field screening of at least 10% of MS4 to meet the requirement to screen at least 40% of the MS4 by 12/31/17 and 12% annually thereafter.	Utilities Engineering and M&O	Ongoing

CITY OF AUBURN 2016 STORMWATER MANAGEMENT PROGRAM PLAN

6. CONTROLLING RUNOFF FROM NEW DEVELOPMENT, REDEVELOPMENT, AND CONSTRUCTION SITES

This section describes the Permit requirements related to controlling runoff from new development, redevelopment, and construction sites, and planned compliance activities for 2016.

6.1 Permit Requirements

The Permit (Section S5.C.4) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Implement, and enforce a program to reduce pollutants in stormwater runoff (i.e., illicit discharges) to the municipal separate storm sewer system from new development, redevelopment, and construction site activities. The program must apply to both private and public projects, including roads, and address all construction/development-associated pollutant sources.
- Have adopted regulations (codes and standards), plan review, inspection, and escalating enforcement SOPs necessary to implement the program in accordance with Permit conditions, including the minimum technical requirements in Appendix 1 of the Permit by December 31, 2016.
- Review, revise and make effective local development-related codes, rules, standards, or other enforceable documents to incorporate and require Low Impact Development (LID) principles and LID best management practices (BMPs) with the intent of making LID the preferred and commonly-used approach to site development by December 31, 2016.
- Participate in watershed-scale stormwater planning under condition S5.C.4.c of the Phase I Municipal Stormwater General Permit if required.
- Have adopted regulations (codes and standards) and processes to verify adequate long-term operations and maintenance of new post-construction permanent stormwater facilities and BMPs in accordance with Permit conditions, including an annual inspection frequency and/or approved alternative inspection frequency and maintenance standards for private drainage systems as protective as those in Chapter 4 of Volume V of the 2012 Ecology Stormwater Management Manual for Western Washington by December 31, 2016.
- Provide copies of the Notice of Intent (NOI) for construction or industrial activities to representatives of the proposed new development and redevelopment.
- Provide training to staff on the new codes, standards, and SOPs and create public education and outreach materials.
- Record and maintain records of all inspections and enforcement actions by staff.
- Summarize annual activities for the “Controlling Runoff” component of the Annual Compliance Report; identify any updates to the SWMP.

6.2 Planned 2016 Compliance Activities

The City has a program to help reduce stormwater runoff from new development and construction sites. Table 6-1 presents the work plan for 2016 SWMP activities related to runoff control for new development, redevelopment, and construction sites.

Table 6-1. 2016 Controlling Runoff from Development, Redevelopment, and Construction Sites Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
CTRL-1	Track and report construction, new development, and redevelopment permits, inspections and enforcement actions.	Planning/ Permit Center	On-going
CTRL-1a	Prior to clearing and construction, inspect all permitted development sites that have a high potential for sediment transport.	Construction	On-going
CRTL-1b	Inspect all permitted development sites during construction.	Construction	On going
CRTL-1c	Inspect all permitted development sites upon completion of construction and prior to final approval or occupancy.	Construction	Ongoing
CRTL-1d	Inspect all permanent stormwater treatment and flow control BMPs/facilities and catch basins in new residential developments every six months until 90% of the lots are constructed or construction has stopped and site is fully stabilized.	Construction	Ongoing
CTRL-2	Conduct annual inspection of all treatment and flow control BMPs/facilities (other than catch basins) – i.e., private systems.	Utilities Engineering	On-going
CTRL-3	Update city code related to controlling runoff from new development, redevelopment and construction site projects to implement requirements of the current Municipal NPDES permit.	Community Development and Public Works Department	December 31, 2016
CTRL-4	Develop and adopt a stormwater management manual equivalent to the 2012 <i>Stormwater Management Manual for Western Washington</i> as amended in 2014.	Community Development and Public Works Department	December 31, 2016

CTRL-5	Review, revise and make effective development-related codes, rules, standards, or other enforceable documents to incorporate and require LID principles and LID BMPs.	Community Development and Public Works Department	December 31, 2016
CTRL-6	Provide copies of the "Notice of Intent for Construction Activity" and copies of the "Notice of Intent for Industrial Activity" to representatives of proposed new development and redevelopment.	Permit Center	Ongoing
CTRL-7	Enforce local ordinances controlling runoff from sites that are also covered by stormwater permits issued by Ecology.	Construction and Code Enforcement	Ongoing

CITY OF AUBURN 2016 STORMWATER MANAGEMENT PROGRAM PLAN

7. MUNICIPAL OPERATIONS AND MAINTENANCE

This section describes the Permit requirements related to municipal operations and maintenance, and planned compliance activities for 2016.

7.1 Permit Requirements

The Permit (Section S5.C.5) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Implement an O&M program, with the ultimate goal of preventing or reducing pollutant runoff from municipal separate stormwater system and municipal O&M activities.
- Implement maintenance standards for the municipal separate stormwater system that are at least as protective as those specified in the 2012 Stormwater Management Manual for Western Washington as amended in 2014.
- Conduct annual inspection of all municipally owned or operated permanent stormwater treatment and flow control BMPs/facilities and perform maintenance as needed to comply with maintenance standards.
- Inspect all catch basins and inlets owned or operated by the City at least once no later than August 1, 2017 and every two years thereafter. Clean the catch basins if inspections indicate cleaning is needed to comply with maintenance standards.
- Check treatment and flow control facilities after major storms and perform repairs as needed in accordance with adopted maintenance standards.
- Have SOPs in place to reduce stormwater impacts associated with runoff from municipal O&M activities, including but not limited to streets, parking lots, roads, or highways owned or maintained by the City, and to reduce pollutants in discharges from all lands owned or maintained by the City.
- Train staff to implement the SOPs and document the training.
- Prepare Stormwater Pollution Prevention Plans (SWPPPs) for all heavy equipment maintenance or storage yards identified for year-round facilities or yards, and material storage facilities owned or operated by the City.
- Summarize annual activities for the “Pollution Prevention and Operations and Maintenance for Municipal Operations” component of the Annual Compliance Report; identify any updates to the SWMP.

7.2 Planned 2016 Compliance Activities

Table 7-1 presents the work plan for 2016 SWMP activities related to municipal operations and maintenance.

Table 7-1. 2016 Municipal Operations and Maintenance Work Plan			
Task ID	Task Description	Responsible	Schedule Notes
MOM-1	Conduct annual inspection of all treatment and flow control (other than catch basins) in the public system and perform maintenance as triggered by the maintenance standards.	Community Development and Public Works Department	On-going
MOM-2	Inspect 25% of the public catch basins before July 31, 2016 and perform maintenance as triggered by the maintenance standards. Overarching task is to inspect 100% of the catch basins between August 1, 2013 and August 31, 2017.	M&O	On-going
MOM-3	Perform street sweeping to reduce the amount of street waste that enters the storm drainage conveyance system.	M&O	Ongoing
MOM-4	Develop Low Impact Development maintenance standards, levels of service and inspection procedures for adoption in 2016.	Community Development and Public Works, and Parks Departments	December 31, 2016

CITY OF AUBURN 2016 STORMWATER MANAGEMENT PROGRAM PLAN

8. COMPLIANCE WITH TOTAL MAXIMUM DAILY LOAD REQUIREMENTS

The federal Clean Water Act requires that Ecology establish “Total Maximum Daily Loads” (TMDL) for rivers, streams, lakes, and marine waters that don’t meet water quality standards. A TMDL is a calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards. After the TMDL has been calculated for a given water body, Ecology determines how much each source must reduce its discharges of the pollutant in order bring the water body back into compliance with the water quality standards. TMDL requirements are included in the stormwater NPDES permits for discharges into affected water bodies.

Stormwater discharges covered under this Permit are required to implement actions necessary to achieve the pollutant reductions called for in applicable TMDLs. Applicable TMDLs are those approved by the EPA before the issuance date of the Permit or which have been approved by the EPA prior to the issue date of the Permit or the date Ecology issues coverage under the Permit, whichever is later. Information on Ecology’s TMDL program is available on Ecology’s website at www.ecy.wa.gov/programs/wq/tmdl.

In accordance with Permit condition S7 Compliance with Total Maximum Daily Load Requirements the City must comply with the following TMDL.

Name of TMDL	Puyallup Watershed Water Quality Improvement Project
Document(s) for TMDL	<i>Puyallup River Watershed Fecal Coliform Total Maximum Daily Load – Water Quality Improvement Report and Implementation Plan</i> , June 2011, Ecology Publication No. 11-10-040. http://www.ecy.wa.gov/biblio/1110040.html
Location of Original 303(d) Listings	Puyallup River 16712, 7498, White River 16711, 16708, 16709, Clear Creek 7501, Swan Creek 7514, Boise Creek 16706
Area Where TMDL Requirements Apply	Requirements apply in all areas regulated under the Permittee’s municipal stormwater permit and discharging to water bodies listed within the specific requirement in this TMDL section.
Parameter	Fecal Coliform
EPA Approval Date	September 2011
MS4 Permittee	Phase I Permit: King County, Pierce County Phase II Permit: Auburn, Edgewood, Enumclaw, Puyallup, Sumner

Actions required of the City under this TMDL include:

- Beginning no later than October 1, 2013, conduct twice monthly wet weather sampling of stormwater discharges to the White River at Auburn Riverside High School to determine if specific discharges from Auburn's MS4 exceed the water quality criteria for fecal coliform bacteria.
 - Data shall be collected for one wet season.
 - Data shall be collected in accordance with an Ecology-approved QAPP.
 - Data collected since EPA TMDL approval can be used to meet this requirement.

These actions have been completed.

- For any of the outfalls monitored, showing discharges that exceed water quality criteria for primary contact recreation: designate those areas discharging via the MS4 of concern as high priority areas for illicit discharge detection and elimination efforts and implement the schedules and activities identified in S5.C.3 of the Western Washington Phase II permit for response to any illicit discharges found beginning no later than August 1, 2014.

This action has been completed.

- Install and maintain pet waste education and collection stations at municipal parks and other Permittee owned and operated lands adjacent to streams. Focus on locations where people commonly walk their dogs.

8.1 Planned 2016 Compliance Activities

Table 8-1 presents the work plan for 2016 SWMP activities related to TMDL requirement compliance.

Table 8-1. 2016 Compliance with TMDL Load Requirements			
Task ID	Task Description	Responsible	Schedule Notes
TMDL - 1	Include summary of activities conducted in TMDL area to address TMDL parameter (fecal coliform) with annual report to Ecology.	Utilities Engineering	March 31, 2016
TMDL-2	Maintain pet waste education and collection stations at municipal parks and other public lands adjacent to the White River and its tributaries.	Parks Department	On-going

CITY OF AUBURN 2016 STORMWATER MANAGEMENT PROGRAM PLAN

9. MONITORING

This section describes the Permit requirements related to water quality monitoring, and planned compliance activities for 2016.

9.1 Permit Requirements

The Permit (Section S8) requires the City to either conduct Status and Trends Monitoring, and Effectiveness Studies, or pay annually into a collective fund to implement monitoring through the Regional Stormwater Monitoring Program (RSMP). The City committed in 2013 to pay \$45,096.00 annually into the collective RSMP monitoring fund for both Status and Trends Monitoring and Effectiveness Studies.

All permittees are required to pay into the RSMP to implement the RSMP Source Identification Information Repository (SIDIR). Auburn's annual payment will be \$2,614.00.

Payments are due to the Department of Ecology by August 15th each year.

The City is required to provide the following monitoring and/or assessment data in each annual report:

- A description of any stormwater monitoring or studies conducted by the City during the reporting period. If stormwater monitoring was conducted on behalf of the City, or if studies or investigations conducted by other entities were reported to the City, a brief description of the type of information gathered or received shall be included in the annual report.

9.2 Planned 2016 Compliance Activities

Table 9-1 presents the work plan for 2016 SWMP monitoring activities.

Table 9-1. 2016 Water Quality Monitoring Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
MNTR -1	Pay \$47,710.00 annually into the RSMP collective fund for implementation of Status and Trends Monitoring, Effectiveness Studies, and the Source Identification Information Repository.	Utilities Engineering	Annual payment due by August 15 th .

Acronyms and Definitions

The following definitions and acronyms are taken directly from the Phase II Permit and are reproduced here for the reader's convenience.

40 CFR means Title 40 of the Code of Federal Regulations, which is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

AKART means all known, available, and reasonable methods of prevention, control and treatment. See also State Water Pollution Control Act, chapter 90.48.010 RCW and chapter 90.48.520 RCW.

All known, available and reasonable methods of prevention, control and treatment refers to the State Water Pollution Control Act, chapter 90.48.010 RCW and chapter 90.48.520 RCW.

Applicable TMDL means a TMDL which has been approved by EPA on or before the issuance date of this Permit, or prior to the date that Ecology issues coverage under this Permit, whichever is later.

Beneficial Uses means uses of waters of the state which include but are not limited to use for domestic, stock watering, industrial, commercial, agricultural, irrigation, mining, fish and wildlife maintenance and enhancement, recreation, generation of electric power and preservation of environmental and aesthetic values, and all other uses compatible with the enjoyment of the public waters of the state.

Best Management Practices are the schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices approved by Ecology that, when used singly or in combination, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington State.

BMP means Best Management Practice.

Bypass means the diversion of stormwater from any portion of a stormwater treatment facility.

Census defined urban area means Urbanized Area.

Circuit means a portion of a MS4 discharging to a single point or serving a discrete area determined by traffic volumes, land use, topography or the configuration of the MS4.

Component or **Program Component** means an element of the Stormwater Management Program listed in S5 Stormwater Management Program for Cities, Towns, and Counties or S6 Stormwater Management Program for Secondary Permittees, S7 Compliance with Total Maximum Daily Load Requirements, or S8 Monitoring of this permit.

Conveyance system means that portion of the municipal separate storm sewer system designed or used for conveying stormwater.

Co-Permittee means an owner or operator of an MS4 which is in a cooperative agreement with at least one other applicant for coverage under this permit. A Co-Permittee is an owner or operator of a regulated MS4 located within or in proximity to another regulated MS4. A Co-Permittee is only responsible for permit conditions relating to discharges from the MS4 the Co-Permittee owns or operates. See also 40 CFR 122.26(b)(1)

CWA means Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub.L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. (6-483 and Pub. L. 97-117, 33 U.S.C. 1251 et.seq).

Director means the Director of the Washington State Department of Ecology, or an authorized representative.

Discharge Point means the location where a discharge leaves the Permittee's MS4 through the Permittee's MS4 facilities/BMPs designed to infiltrate.

Entity means a governmental body, or a public or private organization.

EPA means the U.S. Environmental Protection Agency.

General Permit means a permit which covers multiple dischargers of a point source category within a designated geographical area, in lieu of individual permits being issued to each discharger.

Ground water means water in a saturated zone or stratum beneath the surface of the land or below a surface water body. Refer to chapter 173-200 WAC.

Hazardous substance means any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical, or biological properties described in WAC 173-303-090 or WAC 173-303-100.

Heavy equipment maintenance or storage yard means an uncovered area where any heavy equipment, such as mowing equipment, excavators, dump trucks, backhoes, or bulldozers are washed or maintained, or where at least five pieces of heavy equipment are stored on a long-term basis.

Highway means a main public road connecting towns and cities.

Hydraulically near means runoff from the site discharges to the sensitive feature without significant natural attenuation of flows that allows for suspended solids removal. See Appendix 7 Determining Construction Site Sediment Damage Potential for a more detailed definition.

Hyperchlorinated means water that contains more than 10 mg/Liter chlorine.

Illicit connection means any infrastructure connection to the MS4 that is not intended, permitted or used for collecting and conveying stormwater or non-stormwater discharges allowed as specified in this

permit (S5.C.3 and S6.D.3). Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the MS4.

Illicit discharge means any discharge to a MS4 that is not composed entirely of stormwater or of non-stormwater discharges allowed as specified in this permit (S5.C.3 and S6.D.3).

Impervious surface means a non-vegetated surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development. A non-vegetated surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or stormwater areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled, macadam or other surfaces which similarly impede the natural infiltration of stormwater.

Land disturbing activity means any activity that results in a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to clearing, grading, filling and excavation. Compaction that is associated with stabilization of structures and road construction shall also be considered land disturbing activity. Vegetation maintenance practices, including landscape maintenance and gardening, are not considered land disturbing activity. Stormwater facility maintenance is not considered land disturbing activity if conducted according to established standards and procedures.

LID means Low Impact Development.

LID BMP means low impact development best management practices.

LID Principles means land use management strategies that emphasize conservation, use of on-site natural features, and site planning to minimize impervious surfaces, native vegetation loss, and stormwater runoff.

Low Impact Development means a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

Low impact development best management practices means distributed stormwater management practices, integrated into a project design, that emphasize pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs include, but are not limited to, bioretention, rain gardens, permeable pavements, roof downspout controls, dispersion, soil quality and depth, vegetated roofs, minimum excavation foundations, and water re-use.

Material Storage Facilities means an uncovered area where bulk materials (liquid, solid, granular, etc.) are stored in piles, barrels, tanks, bins, crates, or other means.

Maximum Extent Practicable refers to paragraph 402(p)(3)(B)(iii) of the federal Clean Water Act which reads as follows: Permits for discharges from municipal storm sewers shall require controls to reduce the discharge of pollutants to the maximum extent practicable, including management practices, control techniques, and system, design, and engineering methods, and other such provisions as the Administrator or the State determines appropriate for the control of such pollutants.

MEP means Maximum Extent Practicable.

MS4 means municipal separate storm sewer system.

Municipal Separate Storm Sewer System means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- (i) Owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of Washington State.
- (ii) Designed or used for collecting or conveying stormwater.
- (iii) Which is not a combined sewer;
- (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.; and
- (v) Which is defined as “large” or “medium” or “small” or otherwise designated by Ecology pursuant to 40 CFR 122.26.

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

Native vegetation means vegetation comprised of plant species, other than noxious weeds, that are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur on the site. Examples include trees such as Douglas Fir, western hemlock, western red cedar, alder, big-leaf maple; shrubs such as willow, elderberry, salmonberry, and salal; and herbaceous plants such as sword fern, foam flower, and fireweed.

New development means land disturbing activities, including Class IV General Forest Practices that are conversions from timber land to other uses; structural development, including construction or installation of a building or other structure; creation of hard surfaces; and subdivision, short subdivision and binding site plans, as defined and applied in chapter 58.17 RCW. Projects meeting the definition of redevelopment shall not be considered new development. Refer to Appendix 1 for a definition of hard surfaces.

New Permittee means a city, town, or county that is subject to the *Western Washington Municipal Stormwater General Permit* and was not subject to the permit prior to August 1, 2013.

New Secondary Permittee means a Secondary Permittee that is covered under a municipal stormwater general permit and was not covered by the permit prior to August 1, 2013.

NOI means Notice of Intent.

Notice of Intent means the application for, or a request for coverage under a General Permit pursuant to WAC 173-226-200.

Notice of Intent for Construction Activity means the application form for coverage under the

Construction Stormwater General Permit.

Notice of Intent for Industrial Activity means the application form for coverage under the *General Permit for Stormwater Discharges Associated with Industrial Activities*.

NPDES means National Pollutant Discharge Elimination System.

Outfall means a point source as defined by 40 CFR 122.2 at the point where a discharge leaves the Permittee's MS4 and enters a surface receiving waterbody or surface receiving waters. Outfall does not include pipes, tunnels, or other conveyances which connect segments of the same stream or other surface waters and are used to convey primarily surface waters (i.e., culverts).

Permeable pavement means pervious concrete, porous asphalt, permeable pavers or other forms of pervious or porous paving material intended to allow passage of water through the pavement section. It often includes an aggregate base that provides structural support and acts as a stormwater reservoir.

Permittee unless otherwise noted, the term "Permittee" includes city, town, or county Permittee, Co-Permittee, New Permittee, Secondary Permittee, and New Secondary Permittee.

Physically Interconnected means that one MS4 is connected to another storm sewer system in such a way that it allows for direct discharges to the second system. For example, the roads with drainage systems and municipal streets of one entity are physically connected directly to a storm sewer system belonging to another entity.

Project site means that portion of a property, properties, or right-of-ways subject to land disturbing activities, new hard surfaces, or replaced hard surfaces. Refer to Appendix 1 for a definition of hard surfaces.

QAPP means Quality Assurance Project Plan.

Qualified Personnel means someone who has had professional training in the aspects of stormwater management for which they are responsible and are under the functional control of the Permittee. Qualified Personnel may be staff members, contractors, or volunteers.

Quality Assurance Project Plan means a document that describes the objectives of an environmental study and the procedures to be followed to achieve those objectives.

RCW means the Revised Code of Washington State.

Receiving waterbody or receiving waters means naturally and/or reconstructed naturally occurring surface water bodies, such as creeks, streams, rivers, lakes, wetlands, estuaries, and marine waters, or ground water, to which infiltration MS4 discharges.

Redevelopment means, on a site that is already substantially developed (i.e., has 35% or more of existing hard surface coverage), the creation or addition of hard surfaces; the expansion of a building footprint or addition or replacement of a structure; structural development including construction, installation or expansion of a building or other structure; replacement of hard surface that is not part of a routine maintenance activity; and land disturbing activities. Refer to Appendix 1 for a definition of hard surfaces.

Regional Stormwater Monitoring Program means, for all of western Washington, a stormwater-focused monitoring and assessment program consisting of these components: status and trends monitoring in small streams and marine nearshore areas, stormwater management program effectiveness studies, and a source identification information repository (SIDIR). The priorities and

scope for the RSMP are set by a formal stakeholder group. For this permit term, RSMP status and trends monitoring will be conducted in the Puget Sound basin only.

Regulated Small Municipal Separate Storm Sewer System means a Municipal Separate Storm Sewer System which is automatically designated for inclusion in the Phase II stormwater permitting program by its location within an Urbanized Area, or by designation by Ecology and is not eligible for a waiver or exemption under S1.C.

RSMP means Regional Stormwater Monitoring Program.

Runoff is water that travels across the land surface and discharges to water bodies either directly or through a collection and conveyance system. See also “Stormwater.”

Secondary Permittee is an operator of a regulated small MS4 which is not a city, town or county. Secondary Permittees include special purpose districts and other public entities that meet the criteria in S1.B.

Sediment/Erosion-Sensitive Feature means an area subject to significant degradation due to the effect of construction runoff, or areas requiring special protection to prevent erosion. See Appendix 7 Determining Construction Site Sediment Transport Potential for a more detailed definition.

Shared water bodies means water bodies, including downstream segments, lakes and estuaries that receive discharges from more than one Permittee.

SIDIR means Source Identification Information Repository.

Significant contributor means a discharge that contributes a loading of pollutants considered to be sufficient to cause or exacerbate the deterioration of receiving water quality or instream habitat conditions.

Small Municipal Separate Storm Sewer System means an MS4 that is not defined as “large” or “medium” pursuant to 40 CFR 122.26(b)(4) & (7) or designated under 40 CFR 122.26 (a)(1)(v).

Source control BMP means a structure or operation that is intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants. The *SWMMWW* separates source control BMPs into two types. Structural Source Control BMPs are physical, structural, or mechanical devices, or facilities that are intended to prevent pollutants from entering stormwater. Operational BMPs are non-structural practices that prevent or reduce pollutants from entering stormwater. See Volume IV of the *SWMMWW* (2012) for details.

Stormwater means runoff during and following precipitation and snowmelt events, including surface runoff, drainage or interflow.

Stormwater Associated with Industrial and Construction Activity means the discharge from any conveyance which is used for collecting and conveying stormwater, which is directly related to manufacturing, processing or raw materials storage areas at an industrial plant, or associated with clearing, grading and/or excavation, and is required to have an NPDES permit in accordance with 40 CFR 122.26.

Stormwater Management Program means a set of actions and activities designed to reduce the discharge of pollutants from the MS4 to the MEP and to protect water quality, and comprising the components listed in S5 (for cities, towns and counties) or S6 (for Secondary Permittees) of this Permit and any

additional actions necessary to meet the requirements of applicable TMDLs pursuant to *S7 Compliance with TMDL Requirements*, and *S8 Monitoring and Assessment*.

Stormwater Treatment and Flow Control BMPs/Facilities means detention facilities, treatment BMPs/facilities, bioretention, vegetated roofs, and permeable pavements that help meet Appendix 1 Minimum Requirements #6 (treatment), #7 (flow control), or both.

SWMMWW or Stormwater Management Manual for Western Washington means *Stormwater Management Manual for Western Washington (as amended in 2014)*.

SWMP means Stormwater Management Program.

TMDL means Total Maximum Daily Load.

Total Maximum Daily Load means a water cleanup plan. A TMDL is a calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources.

The calculation must include a margin of safety to ensure that the water body can be used for the purposes the state has designated. The calculation must also account for seasonable variation in water quality. Water quality standards are set by states, territories, and tribes. They identify the uses for each water body, for example, drinking water supply, contact recreation (swimming), and aquatic life support (fishing), and the scientific criteria to support that use. The Clean Water Act, section 303, establishes the water quality standards and TMDL programs.

Tributary conveyance means pipes, ditches, catch basins, and inlets owned or operated by the Permittee and designed or used for collecting and conveying stormwater.

UGA means Urban Growth Area.

Urban Growth Area means those areas designated by a county pursuant to RCW 36.70A.110.

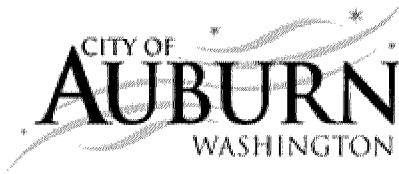
Urbanized Area is a federally-designated land area comprising one or more places and the adjacent densely settled surrounding area that together have a residential population of at least 50,000 and an overall population density of at least 1,000 people per square mile. Urbanized Areas are designated by the U.S. Census Bureau based on the most recent decennial census.

Vehicle Maintenance or Storage Facility means an uncovered area where any vehicles are regularly washed or maintained, or where at least 10 vehicles are stored.

Water Quality Standards means Surface Water Quality Standards, chapter 173-201A WAC, Ground Water Quality Standards, chapter 173-200 WAC, and Sediment Management Standards, chapter 173-204 WAC.

Waters of the State includes those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the state" as defined in chapter 90.48 RCW which includes lakes, rivers, ponds, streams, inland waters, underground waters, salt waters and all other surface waters and water courses within the jurisdiction of the State of Washington.

Waters of the United States refers to the definition in 40 CFR 122.2.



AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5210

Date:
February 19, 2016

Department:
Finance

Attachments:
Resolution No. 5210

Budget Impact:
\$0

Administrative Recommendation:

City Council adopt Resolution No. 5210.

Background Summary:

The City of Auburn's current "Comprehensive Garbage, Recyclables and Compostables Collection Agreement" with Waste Management expires December 31, 2017. The City's "Comprehensive Agreement for Solid Waste Collection in Annexed Areas" with Republic Services also expires December 31, 2017.

Resolution No. 5210 solidifies the City's intent to procure the next solid waste contract through a competitive bidding process. The competitive process will ensure the best rates for City of Auburn residents and businesses. The new contract will be effective January 1, 2018, and encompass the entire City.

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: March 21, 2016

Item Number: RES.B

RESOLUTION NO. 5 2 1 0

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, EXPRESSING
THE CITY'S INTENT TO PROCURE A NEW SOLID
WASTE COLLECTION CONTRACT THROUGH A
COMPETITIVE BIDDING PROCESS**

WHEREAS, the City of Auburn's existing solid waste collection contracts
expire on December 31, 2017; and

WHEREAS, the statutorily created franchises for annexed territory have
expired permitting the City to award a new collections contract for all portions of
the city; and

WHEREAS, Auburn residents value transparent, fair, and cost-effective
public contracting processes;

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

Section 1. That the Mayor is hereby directed to procure solid waste
hauler services, for a term starting in 2018, through the use of a cost-based
competitive bidding process. The bidding process shall use prudent measures to
insure that bidders are competent and use a collections contract that includes
provisions supporting high levels of service delivery consistent with the
expectations of city residents and businesses.

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

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

Dated and Signed this _____ day of _____, 2016.

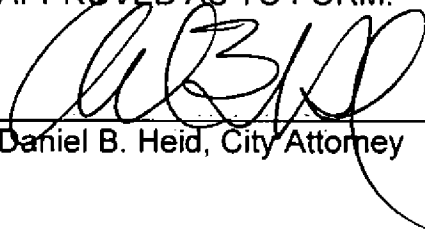
CITY OF AUBURN

NANCY BACKUS, MAYOR

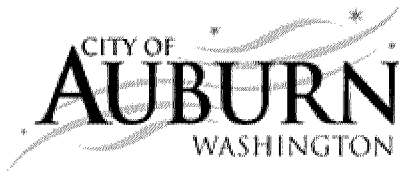
ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5212

Date:

March 14, 2016

Department:

CD & PW

Attachments:

Resolution No. 5212

Exhibits

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5212.

Background Summary:

Resolution No. 5212 authorizes the Mayor to execute documents for the dedication of certain City owned property as right-of-way. This property includes portions of 8th Street SE, 9th Street SE, and H Street SE that are currently being utilized as roadway but have not yet been dedicated as right-of-way. These properties were purchased by the City Parks, Arts, and Recreation Department. The need to dedicate these areas as right-of-way was identified during the design of the Auburn Community and Teen Center project.

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

Snyder

Meeting Date: March 21, 2016

Item Number: RES.C

RESOLUTION NO. 5 2 1 2

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, AUTHORIZING
THE DEDICATION OF A PORTION OF CITY-
OWNED PROPERTY AS CITY RIGHT OF WAY

WHEREAS, the City owns park property in or in the vicinity of the Les
Gove Park campus located at 8th Street SE and 9th Street SE and H Street SE;
and

WHEREAS, in order to address transportation needs in the vicinity of Les
Gove Park, it is advantageous for the City to dedicate certain property for
roadway purposes; and

WHEREAS, in order to provide sufficient right of way for transportation to
and from Les Gove Park, staff recommends dedicating a portion of the property
as City right of way to accommodate extension of 8th Street SE and 9th Street SE;
and

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

Section 1. That the Mayor is hereby authorized to execute and record
with King County Records this resolution and/or any other documents needed for
dedicating for right-of-way for public street and utility purposes, the properties as
described in Exhibits A, B, C, and D, which are attached hereto and incorporated
fully herein.

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

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

Dated and Signed this _____ day of _____, 2016.

CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



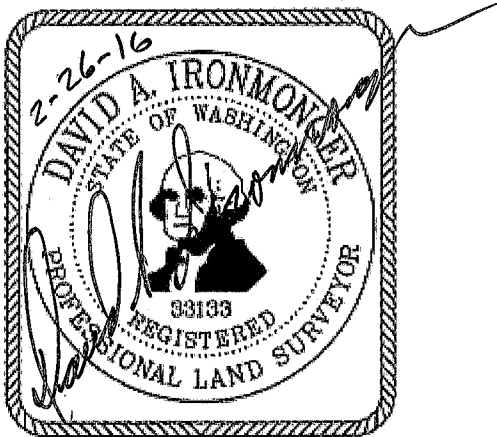
Daniel B. Heid, City Attorney

**EXHIBIT A
RIGHT-OF-WAY DEDICATION
8TH STREET SE**

A PORTION OF GOVERNMENT LOT 7 IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN THE CITY OF AUBURN, KING COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 19; THENCE SOUTH 89°55'06" EAST ALONG THE NORTH LINE OF SAID SECTION, 250.04 FEET TO THE NORTHWEST CORNER OF PARCEL A OF CITY OF AUBURN BOUNDARY LINE ADJUSTMENT NO. 08-0018 AS RECORDED UNDER RECORDING NO. 20090120900004, RECORDS OF SAID COUNTY AND THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTH LINE AND THE NORTH LINE OF SAID PARCEL A, SOUTH 89°55'06" EAST, 421.92 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 00°04'54" WEST, 30.00 FEET; THENCE PARALLEL WITH AND 30.00 FEET SOUTH OF SAID NORTH LINE NORTH 89°55'06" WEST, 422.47 FEET TO THE WEST LINE OF SAID PARCEL A; THENCE ALONG SAID WEST LINE NORTH 01°07'41" EAST, 30.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 12,666 SQUARE FEET OR 0.29 ACRES MORE OR LESS



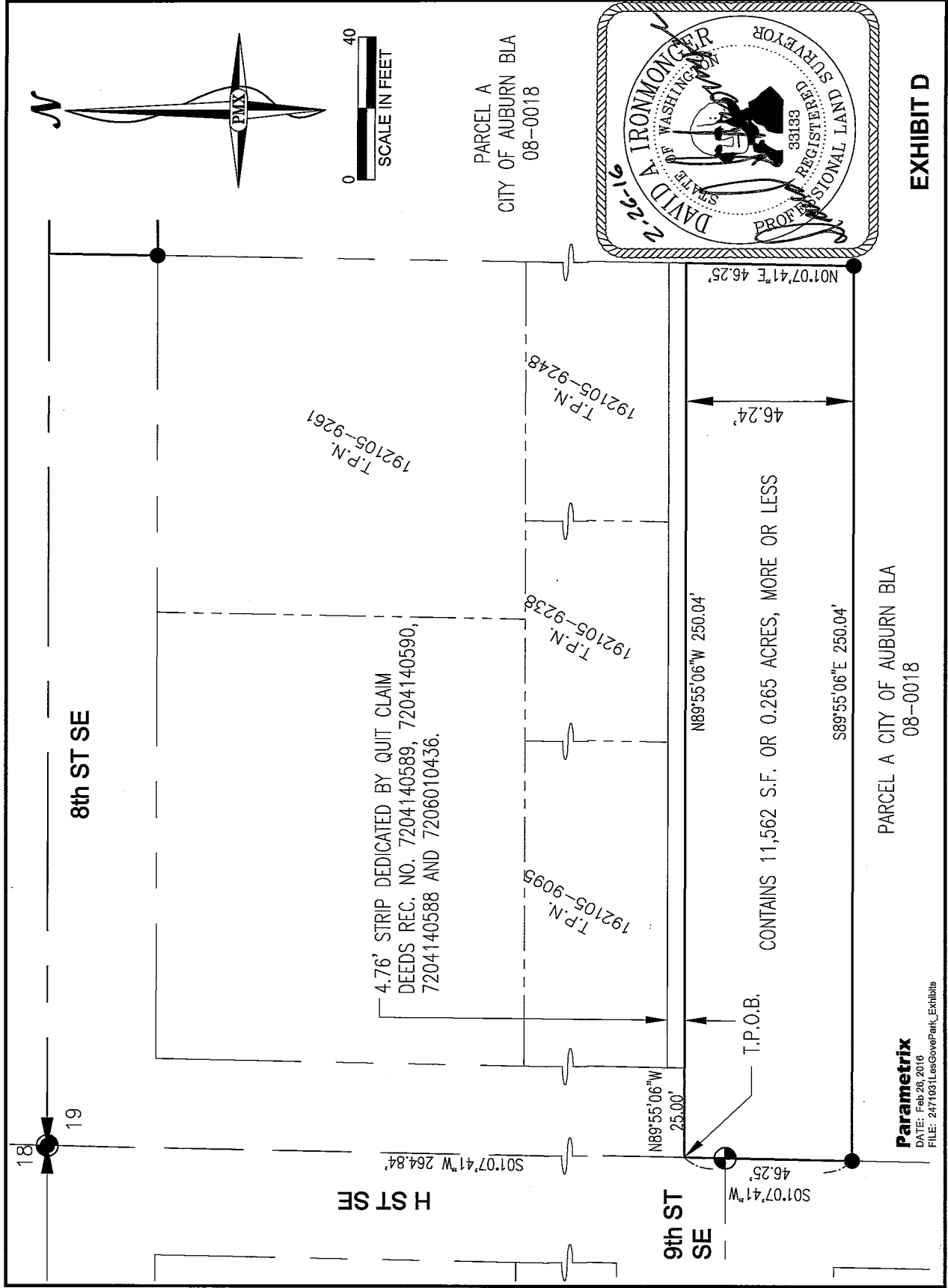
**EXHIBIT C
RIGHT-OF-WAY DEDICATION
9TH STREET SE**

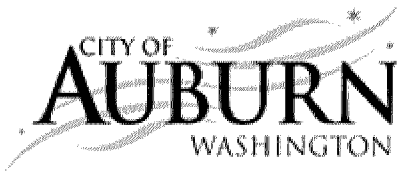
A PORTION OF GOVERNMENT LOT 7 IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN THE CITY OF AUBURN, KING COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 19; THENCE SOUTH 01°07'41" WEST ALONG THE NORTH – SOUTH CENTER SECTION LINE, 264.84 FEET TO THE SOUTH MARGIN OF THE EAST HALF OF 'H' STREET SE AND THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID CENTER SECTION LINE SOUTH 01°07'41" WEST, 46.25 FEET; THENCE LEAVING SAID LINE SOUTH 89°55'06" EAST, 250.04 FEET ALONG A LINE PARALLEL WITH AND 46.24 FEET SOUTH OF THE SOUTH LINE OF A 4.76 FOOT STRIP OF LAND CONVEYED TO THE CITY OF AUBURN PER QUIT CLAIM DEEDS 7204140589, 7204140588, 7206010436 AND 7204140590 RECORDS OF SAID COUNTY TO THE WEST LINE OF REVISED PARCEL 'A' AS SHOWN ON CITY OF AUBURN BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER 20090120900004, RECORDS OF SAID COUNTY; THENCE NORTH 01°07'41" EAST ALONG SAID WEST LINE, 46.25 FEET TO SAID SOUTH LINE; THENCE NORTH 89°55'06" WEST ALONG SAID SOUTH LINE 250.04 FEET TO THE NORTH – SOUTH CENTER SECTION LINE AND THE **TRUE POINT OF BEGINNING**.

CONTAINING 11,562 SQUARE FEET OR 0.265 ACRES MORE OR LESS







AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5219

Date:

March 8, 2016

Department:

Parks/Art and Recreation

Attachments:

Resolution No. 5219

Exhibit

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution 5219.

Background Summary:

In the summer of 2015, 4Culture and King County Council (the "County") established the Building for Culture Program, a partnership to provide capital grant funding to arts, cultural heritage and preservation nonprofit organization, local public agencies and owners of designated historic structures within King County. To provide funds for the Building for Culture Program, the County enacted Ordinance 18180 (the "Bond Ordinance"), which authorized the issuance of the issuance and public sale of one or more Series of limited tax general obligation bonds of the County in an aggregate original principal amount not to exceed \$29,000,000. Under this agreement, Grant Recipients utilize grant funds for the Project to build, maintain, expand, preserve and/or improve new and/or existing cultural facilities in King County. The City of Auburn has been awarded the amount of \$200,000 to reimburse renovation costs of the Old Post Office Building (100 Auburn Avenue) for the new use as an Arts and Culture Center. Funds awarded are reimbursed for project costs incurred expressly and solely in accordance with the Project Proposal and Budget. As a historic building on the National Register for Historic Places and local landmarks register, renovation will adhere to The Secretary of the Interior's Standards for Treatment of Historic Properties and follow guidelines set forward within the contract. Additionally, 4Culture support is to be acknowledged in any permanent signage and all marketing and promotional materials.

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

Faber

Meeting Date: March 21, 2016

Item Number: RES.D

RESOLUTION NO. 5219

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE CULTURAL DEVELOPMENT AUTHORITY OF KING COUNTY ("4CULTURE") AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE NECESSARY CONTRACTS TO ACCEPT SAID FUNDS

WHEREAS, the City of Auburn Arts Commission, on behalf of the City of Auburn, submitted an application to the King County Council and the Cultural Development Authority of King County (4CULTURE) for a Building for Culture Grant; and

WHEREAS, the City has been advised that it has been approved to receive a grant from said program in the amount of Two Hundred Thousand and No/100s Dollars (\$200,000.00); and

WHEREAS, the funding will support the renovation costs of the Old Post Office Building located at 100 Auburn Avenue for the new use as an Arts and Culture Center.

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

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

Section 1. Acceptance of Grant and Authorization of Contract. The City Council hereby accepts the Building for Culture Grant (Tax-Exempt Bond Proceeds) from 4CULTURE, in the amount of Two Hundred Thousand and No/100s Dollars (\$200,000.00), and authorizes the Mayor and City Clerk to execute the Contract with 4CULTURE in substantial conformity with the Contract marked as Exhibit "A" attached hereto and incorporated herein by this reference.

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

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

SIGNED and DATED this _____ day of _____, 2016.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney



BUILDING FOR CULTURE GRANT INFORMATION (TAX-EXEMPT BOND PROCEEDS)

TEL 206.296.7580
FAX 206.296.8629
V/TTY 711
101 PREFONTAINE PL S
SEATTLE WA 98104
WWW.4CULTURE.ORG

GRANT RECIPIENT INFORMATION

City of Auburn
Maija McKnight
Arts Coordinator
2840 Riverwalk Drive SE
Auburn, Washington 98002
mmcknight@auburnwa.gov
(253) 804-5043

Your Contract #: 115790A
K C Bonds Arts Cultural Facilities - 300401
Ordinance #: 18181

PROGRAM INFORMATION

Attached is your Contract with 4Culture for \$200,000.00 for the *Creation of the Auburn Arts Center* project. The contract starts on 01/01/16 and remains open until the Public Benefit is fulfilled.

For questions, contact Debra Twersky at debra.twersky@4culture.org or (206) 263-1610.

SCOPE OF WORK

4Culture, the Cultural Development Authority of King County, will reimburse the City of Auburn for satisfactory completion of the services and requirements as specified below, in an amount not to exceed \$200,000.00, for expenses associated with the Creation of the Auburn Arts Center, as described in the proposal attached to this contract. Payment will be made available in the following manner:

PHASE 1: Acquisition of the property, including architectural and engineering expenses incurred as part of the renovation plans for the new Auburn Arts Center, for up to \$200,000.00.

Requests for reimbursement may be submitted in one or more invoices for multiple phases as costs are paid.

Accompanying the 4Culture invoice(s) for these expenses shall be documentation that identifies vendors and details the work performed and dates the expenses were incurred. Such documentation shall include, but is not limited to, proofs of purchase, work orders or receipts for purchases. Documentation for property acquisition should consist of a signed purchase and sale agreement, or preliminary HUD settlement statement, with escrow instructions.

NOTE: ONLY "CAPITAL COSTS" are eligible for reimbursement under this contract. All funds must support facilities and/or equipment intended for 10 year use and valued as depreciable assets, not expensable as part of annual operations.

PUBLIC BENEFIT

4Culture is providing funds to support the City of Auburn for the acquisition of property to become the Auburn Arts Center, in order to allow the City of Auburn to better serve its mission and provide the citizens of King County with significant public benefit.

The City of Auburn will be committed to providing public arts experiences for a period of no less than 10 years. During that time, the public will regularly have access to the City of Auburn's new Auburn Arts Center facility and/or programs, and will benefit from the following types of potential arts opportunities:

- Regularly scheduled free or pay-what-you-can access to exhibits and displays presented in the facility supported by this grant
- Regularly scheduled cultural programs produced by City of Auburn offered to King County residents and visitors at other sites in the community
- Access to community special events and meetings held on the site
- Access to educational programs held in the facility that are targeted to underserved King County populations such as students, senior citizens, or other specific audiences
- Rental of the facility or studio spaces at significantly below market rate to other non-profit arts and cultural groups or individual artists

The Contractor agrees to widely publicize its public benefit performances, events and programs throughout King County and to track the number of public benefit events and audiences served by such programs

GRANT RECIPIENT INSTRUCTIONS

Please electronically sign this Agreement within two weeks of receipt and return any required enclosures. You will not be able to make changes to this Agreement. If there is an error in the document, or if you need to request changes in your Scope of Work or other items, please contact your Program Manager listed above.

1. **SCOPE OF WORK** - Please review the information, Scope of Work, and Public Benefit sections above carefully. These explain the work you are agreeing to perform in accordance with the application you submitted to 4Culture.
2. **ENCLOSURES** – Please download and complete any required enclosures listed below and e-mail to 4Culture at attachments@4culture.org. Enclosures with private information (e.g. social security numbers on a W-9) may be mailed to 4Culture, 101 Prefontaine Pl S, Seattle, WA 98104-2672.
 - a. Items to be returned **at the time you sign the Agreement**:
 - W-9
 - Certificate Of Liability Insurance or Letter of Self Insurance
 - If your property is owned by an individual or for-profit business: Legal description of real property on which Project is located (Contact staff if you are not able to provide this information)

3. **REQUESTING PAYMENT** - Once your 4Culture contract is signed by both you and 4Culture, your new grant will be listed in your account at apply.4culture.org under the Manage Awards section along with any prior awards. To be reimbursed for your project expenses, follow the "Request Payment" button link next to the relevant contract and complete the Payment Request form.

You may submit a request for either a partial payment or final payment per the Scope of Work detailed in this contract. It is up to you to track the remaining balance in a grant. You will not see it listed in this system. If you need that information, please contact [Debra Twersky](#).

Provide a brief description of the work done under this invoice and how it relates to your facilities project, or if a final request, how the project is impacting your organization, under the "public benefit" section of the invoice form. Provide dates that the work took place. That information is the only narrative report you'll provide.

You must upload these required attachments for a Building For Culture invoice:

- Receipt(s) for all work done as part of this payment request that equal or exceed the total amount you are requesting. If you have a lengthy list of PDFs please include an excel or adding machine tape totaling the receipts and gang together receipts whenever possible
- With your final invoice: One or two photographs of the project
- If you were asked to provide additional documents when you signed the contract such as a W-9 Form, a Certificate of Liability naming 4Culture as additional insured, or, for public entities, a letter of self-insurance, you should have sent those in already.
- You may also need to provide us with a legal description of the site of your project before we can make a payment if you are making improvements to privately owned property. Your program manager will advise you about this requirement.
- If your project involves rehabilitation of an historic property you will be required to provide verification that your improvements are Grant Recipient shall provide the 4Culture with verification that the plans and specifications for any Project that is for historic preservation of historic landmarks meet the requirements of any federal, state, and local authority having jurisdiction to assist 4Culture in complying with its obligation to verify such plans and specification to the County pursuant to Section 7.4 of the Implementation Agreement.

Once you have submitted your Payment Request electronically, your program manager is notified by the system – you do not need to email us. He or she will review and approve the invoice, and we will send you a check (usually within 14 days). If any of the forms are filled out incorrectly, we will contact you.

4CULTURE WILL NOT REIMBURSE YOU FOR ANY COSTS THAT ARE NOT CAPITAL COSTS.

4. **4CULTURE LOGO** – for details of the requirements for acknowledging 4Culture support, please refer to Section II, D. of the Agreement. The 4Culture logo is available for download in PDF, EPS, and Jpeg formats.
5. **SIGNATURE** – Follow the link in the e-mail message - you will be walked through a few simple steps to read and sign the Agreement at DocuSign. A copy of the Agreement will be e-mailed to you as a PDF after it has been signed by 4Culture's Executive Director.

BUILDING FOR CULTURE GRANT AGREEMENT (TAX-EXEMPT BOND PROCEEDS)

This BUILDING FOR CULTURE GRANT AGREEMENT (this "Agreement") is entered into by THE CULTURAL DEVELOPMENT AUTHORITY OF KING COUNTY ("4CULTURE"), whose address is 101 Prefontaine Pl S, Seattle, WA 98104-2672 and telephone number is (206) 296-7580 and the Grant Recipient as named on the attached Grant Information Sheet. Grant Recipient is an arts, cultural, heritage and preservation nonprofit organization, local public agency or owner of designated historic structures within King County qualified to receive funds pursuant to King County Code Sections 2.48 and 4.42 and RCW 67.28.180.

BACKGROUND

In the summer of 2015, 4Culture and King County (the "County") established the Building for Culture Program, a partnership to provide capital grant funding to arts, cultural, heritage and preservation nonprofit organizations, local public agencies and owners of designated historic structures within King County.

4Culture subsequently solicited proposals from arts, cultural, heritage and preservation nonprofit organizations, local public agencies and owners of designated historic structures within King County for Building for Culture grant funding to support such cultural facilities capital projects.

The County and 4Culture entered into an Agreement for Implementation of the Building for Culture Program, dated December 4, 2015 (the "Implementation Agreement") formalizing the Building for Culture Program. The Implementation Agreement designates the Building for Culture Program projects, including the approved grant recipients and grant amounts. In the Implementation Agreement, the County agreed to provide Bond financing for the Building for Culture Program, the debt service for which will be paid with certain Hotel-Motel Tax Revenues. 4Culture agreed to administer the Building for Culture Program, including negotiating and entering into grant agreements pursuant to which 4Culture will distribute Bond proceeds to grant recipients.

To provide funds for the Building for Culture Program, the County enacted Ordinance 18180 (the "Bond Ordinance"), which authorized the issuance of the issuance and public sale of one or more Series of limited tax general obligation bonds of the County in an aggregate original principal amount not to exceed \$29,000,000. Any Series of Bonds may be issued and sold as either Tax-Exempt Bonds or Taxable Bonds, as determined by the County Finance Director. The County expects to issue a Series of Tax-Exempt Bonds and a Series of Taxable Bonds on February 23, 2016.

Grant Recipient's Project was approved for funding pursuant to the Implementation Agreement.

Under this Agreement, Grant Recipient shall utilize grant funds for the Project to build, maintain, expand, preserve and/or improve new and/or existing cultural facilities in King County. The legislative authority of 4Culture has found and declared that in so doing, the Grant Recipient will enhance access to art museums, cultural museums, heritage museums, historic structures, and/or the performing arts for the benefit of the people of King County. The legislative authority of 4Culture has further found and declared that such use of such grant

funds is consistent with the purposes set forth in RCW 67.28.180 ("Public Benefits"). The legislative authority of 4Culture has also further found and declared that providing funds to Grant Recipient to reimburse Project Costs in consideration of providing the Public Benefits hereunder constitutes a public purpose within the meaning of Article VII, Section 1 of the Washington State Constitution for which public funds may properly be expended or advanced.

AGREEMENT

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. DEFINITION OF KEY TERMS

The following capitalized terms, not otherwise expressly defined in this Agreement, shall have the meanings assigned below.

Bonds means limited tax general obligation bonds of the County issued to provide financing for the Building for Culture Program and to pay costs of issuing the Bonds.

Code means the federal Internal Revenue Code of 1986, as amended, together with corresponding and applicable final, temporary or proposed regulations and revenue rulings issued or amended with respect thereto by the United States Treasury Department or the Internal Revenue Service.

Grant means the grant of funds to the Grant Recipient for the Project in the aggregate amount set forth on the attached Grant Information sheet.

Hotel-Motel Tax Revenues means all of those revenues generated by the tax authorized by RCW 67.28.180.

Project means the Grant Recipient's Building for Culture Program project identified on the attached Grant Information Sheet and as described generally by a Project Proposal and Budget made by the Grant Recipient, and more specifically by a final agreed upon Project Scope of Work as drafted by 4Culture, including an identified Public Benefit.

Project Costs means Grant Recipient's actual Project Costs to the extent those costs are (a) capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Code, (b) reasonable, necessary and directly used for the Project, and (c) eligible or permitted uses of the Grant under the legislative acts of the County and 4Culture authorizing the Building for Culture Program, including, without limitation, the Bond Ordinance and under this Agreement. Project Costs do not include internal costs charged to the Project by Grant Recipient or payments made to Related Parties.

Related Parties means, in reference to governmental units or 501(c)(3) organizations, members of the same controlled group within the meaning of Section 1.150-1(e) of the Code, and in reference to any person that is not a governmental unit or a 501(c)(3) organization, a related person as defined in Section 144(a)(3) of the Code.

Series or Series of Bonds means a series of Bonds issued pursuant to the Bond Ordinance.

Taxable Bonds means Bonds of any series determined to be issued on a taxable basis pursuant to the Bond Ordinance.

Tax-Exempt Bonds means Bonds of any series determined to be issued on a tax-exempt basis pursuant to the Bond Ordinance.

II. BUILDING FOR CULTURE GRANT PROJECT SCOPE OF WORK

- A. The Grant Recipient shall undertake the Project and comply with the requirements set forth hereinafter and in the Project Scope of Work set forth in the Grant Information sheet attached to this Agreement.
- B. Funds awarded under this Agreement shall be used solely to reimburse the Grant Recipient for Project Costs incurred expressly and solely in accordance with the Project Proposal and Budget. Any amendment or modification to the Project Proposal and Budget or the Project Scope of Work must be approved in writing by 4Culture. No expenditures made prior to July 25, 2015 (60 days before the Executive Finance Committee of the County adopted its "Official Intent" motion concerning expenditures associated with the Building for Culture Program bonds program on September 23, 2015) for Project Costs will be reimbursed.
- C. County Reallocation of Grant Funds. Grant Recipient acknowledges that, pursuant to Section 6 of the Implementation Agreement, (i) if within twenty-four (24) months following the date of issuance of the Bonds, 4Culture advises the County that the Grant Recipient will not be able expend a sufficient amount of reimbursable funds on its Project to enable 4Culture to reimburse Grant Recipient for the full amount of its Grant funds within thirty-six (36) months following the date of issuance of the Bonds or (ii) if any allocated funds remain unexpended upon the completion or termination of a Project, then the County may reallocate such unexpended funds to other Building for Culture Projects or to pay, redeem or defease Bonds. In such event, and if the County elects to reallocate such funds, this Agreement shall be modified to reduce the amount of Grant funds available to the Project. Grant Recipient shall exercise its best efforts in a timely manner to keep 4Culture informed as to Grant Recipient's progress in completing the Project.
- D. The Grant Recipient agrees to use any improvement acquired, constructed, or improved and any fixed assets purchased through this Agreement to provide Public Benefits for the term of this Agreement. Should the Grant Recipient, prior to the expiration of this period, dissolve its operations, relocate outside of King County or determine that it no longer needs the improvement acquired, constructed or improved or the equipment purchased hereunder, Grant Recipient shall notify 4Culture thereof and, upon 4Culture's request, without limiting any remedy at law or in equity otherwise available to 4Culture, such improvements (to the extent practicable) and such equipment shall be transferred, without additional consideration to a King County based non-profit art, cultural or historic organization selected by 4Culture in its sole discretion.

- E. Grant Recipient agrees to acknowledge 4Culture support in any permanent signage produced for the Project, and all marketing and promotional materials, websites, brochures, press releases, advertisements, signage and other related materials during the period this Agreement is in force, either with the credit line "this project was supported, in part, by an award from 4Culture/King County Building for Culture Program", and/or by the use of the 4Culture logo.
- F. The Grant Recipient agrees to notify 4Culture whenever possible in advance of any Project Public Benefit activities, ground breaking events or dedications.
- G. Any Project involving construction, restoration or rehabilitation work on an historic structure is subject to the following additional requirements:
 - 1. Any rehabilitation and/or restoration project involving an historic resource listed on the National Register of Historic Places or a local landmarks register, or determined eligible for said registers including a resource in process of nomination, must adhere to *The Secretary of the Interior's Standards for Treatment of Historic Properties*.
 - 2. Any rehabilitation and/or restoration project that would affect any designated feature(s) of significance of a King County Landmark or local landmark designated by way of an interlocal agreement for preservation services with the County, including a contributing property located within an historic district, must obtain a *Certificate of Appropriateness (COA)* from the King County Landmarks Commission prior to obtaining a building permit or commencing construction.
 - 3. Any rehabilitation and/or restoration project that would affect a designated landmark located in a jurisdiction that is a Certified Local Government (CLG) with professional staff, must provide evidence that it has received any formal approval required by law from a qualified design review board prior to obtaining a building permit or commencing construction.
 - 4. Grant Recipient shall provide the 4Culture with verification that the plans and specifications for any Project that is for historic preservation of historic landmarks meet the requirements of any federal, state, and local authority having jurisdiction to assist 4Culture in complying with its obligation to verify such plans and specification to the County pursuant to Section 7.4 of the Implementation Agreement.

III. DURATION OF AGREEMENT

This Agreement shall commence on the date noted on the Grant Information Sheet and shall terminate upon the later of (1) the tenth anniversary of the completion of the Project Scope of Work and payment of the final invoice therefor or (2) the termination of the Implementation Agreement (fifteen (15) years following the first date of issuance of any Series of Bonds, or the longest term of any Series of Bonds, whichever is longer). This Agreement, however, may be terminated earlier as provided in Section V hereof.

IV. GRANT DISBURSEMENT AND METHOD OF PAYMENT

- A. 4Culture shall make disbursements of Grant funds in an aggregate amount as indicated on the Grant Information Sheet solely to reimburse the Grant Recipient for its actual and authorized expenditures incurred in satisfactorily completing the Project Scope of Work and otherwise fulfilling all requirements specified in this Agreement.
- B. If the approved Project Scope of Work expressly specifies distinct phases of the Project for cost reimbursement, Grant Recipient may apply to 4Culture for reimbursement upon completion of each such specified phase instead of waiting until completion of the entire Project.
- C. All invoices for reimbursement shall include documentation that identifies vendors, details costs for labor and materials and specifies the equipment purchased pursuant to this Agreement (make and model #). Such documentation shall include, but may not be limited to, purchase orders or receipts for purchases.
- D. Accompanying the final invoice for the project, the Grant Recipient shall also submit a brief project status report and digital images of publishable quality for use by 4Culture to publicize the Building for Culture Program. Technical specifications required for image files are available in the "Manage Your Award" section of the 4Culture website.
- E. All Grant disbursements are subject to site inspection and approval by 4Culture.
- F. If the Grant Recipient fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services agreed to herein, 4Culture may withhold any disbursement of Grant funds to the Grant Recipient until 4Culture is satisfied that corrective action, as specified by 4Culture, has been completed. This right is in addition to and not in lieu of the 4Culture right to terminate this Agreement as provided in Section V, any other rights of 4Culture under this Agreement and any other right or remedy available to 4Culture at law or in equity.

V. TERMINATION OF AGREEMENT

- A. If, through any cause, the Grant Recipient shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement or if the Grant Recipient shall violate any of its covenants, agreements or stipulations of this Agreement, 4Culture may terminate this Agreement and withhold the remaining allocation. Prior to so terminating this Agreement, 4Culture shall submit written notice to the Grant Recipient describing such default or violation. 4Culture shall not so terminate this Agreement if 4Culture determines that Grant Recipient has, within twenty (20) days of the date of such notice, fully corrected such default or violation.

- B. Reimbursement for Project Costs incurred by the Grant Recipient, and not otherwise paid for by 4Culture prior to the effective date of a termination under subsections B and C herein, shall be as 4Culture reasonably determines.
- C. In the event of termination for cause, the Grant Recipient shall, immediately upon 4Culture's request and in addition to any and all other remedies available to 4Culture in equity or at law, return to 4Culture immediately any funds, misappropriated or unexpended, which have been paid to the Grant Recipient by 4Culture and all equipment, personal property and trade fixtures acquired as part of the Project Scope of Work.

VI. [RESERVED]

VII. MAINTENANCE OF RECORDS

- A. The Grant Recipient shall maintain accounts and records, including personnel, property, financial, insurance and programmatic records and other such records as may be deemed necessary by 4Culture to ensure proper accounting for all Grant funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Agreement.
- B. These records shall be maintained for a period of six (6) years after termination of this Agreement unless a longer retention period is required by law.

VIII. AUDITS AND EVALUATIONS

- A. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by 4Culture, the County and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof.
- B. The Grant Recipient shall provide right of access to its facilities, including by any subcontractor to 4Culture, the County, state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Agreement. 4Culture will give advance notice to the Grant Recipient in the case of fiscal audits to be conducted by 4Culture.
- C. The Grant Recipient agrees to cooperate with 4Culture in the evaluation of the Grant Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with Chapter 42.56 RCW (Public Records Act).

IX. FUTURE SUPPORT

4Culture makes no commitment to support the services contracted for herein nor guarantee regarding the success of the services and assumes no obligation for future support of the Project except as expressly set forth in this Agreement.

X. OWNERSHIP OF PROJECT

Grant Recipient and 4Culture agree and acknowledge that the real property improved and the personal property and fixtures acquired as part of the Project are not owned by 4Culture and 4Culture does not expect to acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased under this Agreement. Grant Recipient shall not pledge or assign its rights to reimbursement hereunder to any third party for any reason, including, without limitation, to suppliers or subcontractors as security for Grant Recipient's obligations to such third parties.

XI. GRANT RECIPIENT IS INDEPENDENT CONTRACTOR

In providing services under this Agreement, the Grant Recipient is an independent contractor, and shall determine the means of accomplishing the results contemplated by this Agreement. Neither the Grant Recipient nor its officers, agents or employees are employees of the 4Culture for any purpose. The Grant Recipient shall comply with all applicable federal and state laws and regulations regarding employment, minimum wages and hours, and discrimination in employment. The Grant Recipient is responsible for determining the compensation of its employees, for payment of such compensation, and for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services. The Grant Recipient and its officers, agents, and employees shall make no claim of career service or civil service rights which may accrue to a 4Culture employee under state or local law. 4Culture assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Grant Recipient, its employees and/or others by reason of this Agreement. To the extent allowed by law, the Grant Recipient shall protect, defend, indemnify and save harmless 4Culture and the County and their respective officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Grant Recipient's failure to pay any such compensation, wages, benefits, or taxes; (2) the supplying to the Grant Recipient of work, services, materials, or supplies by Grant Recipient employees or other suppliers in connection with or support of the performance of this Agreement. The Grant Recipient shall also defend, indemnify, and save harmless 4Culture and the County and their respective its officers, agents, and employees, from and against any and all claims made by Grant Recipient's employees arising from their employment with Grant Recipient.

XII. HOLD HARMLESS AND INDEMNIFICATION

To the full extent provided by applicable law, the Grant Recipient shall protect, defend, indemnify, and save harmless 4Culture and the County and their respective officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the acts or omissions of the Grant Recipient, its officers, employees, and/or agents, except to the extent resulting from 4Culture's or the County's sole negligence. If this Agreement is a "a covenant, promise, agreement or understanding in, or in connection with or collateral to, a contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway,

road, railroad, excavation, or other structure, project, development, or improvement attached to real estate" within the meaning of RCW 4.24.225, the Grant Recipient shall so protect, defend, indemnify, and save harmless 4Culture and the County and their respective officers, employees, and agents only to the extent of the Grant Recipient's, its officers', employees', and/or agents' negligence.

The Grant Recipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. In the event 4Culture or the County incurs any judgment, award and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Grant Recipient.

XIII. INSURANCE REQUIREMENTS

- A. Grant Recipient shall procure, at its sole cost and expense, Commercial General Liability insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Grant Recipient, his agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Grant Recipient or subcontractors. Each policy shall be written on an "Occurrence" basis.
- B. Minimum Scope of Insurance shall be Insurance Services Office form number (CG 00 01 Ed. 11-88)—Minimum Combined Single Limit of \$1,000,000 BI & PD with a General Aggregate per project.
- C. Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, 4Culture. The deductible and/or self-insured retention of the policies shall be the sole responsibility of the Grant Recipient. Self-insured entities may provide a letter attesting to that fact in lieu of a COLI.

- D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. General Liability Policies
 - a) 4Culture, its officers, employees and agents are to be covered as primary additional insureds as respects liability arising out of activities performed by or on behalf of the Grant Recipient in connection with this Agreement.
 - b) To the extent of the Grant Recipient's negligence, the Grant Recipient's insurance coverage shall be primary insurance as respects 4Culture, its officers, employees, and agents. Any insurance and/or self-insurance maintained by 4Culture, its officers, employees, or agents shall not contribute with the Grant Recipient's insurance or benefit the Grant Recipient in any way.
 - c) The Grant Recipient's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

- a) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except as reduced in aggregate by paid claims, at any point during the life of this Agreement. No material change, or cancellation or nonrenewal of any policy required by this Agreement shall occur without thirty (30) days' prior written notice to 4Culture.

E. Acceptability of Insurers

Unless otherwise approved in writing by 4Culture, insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Bests' surplus size VIII.

F. Verification of Coverage

4Culture, reserves the right to request that contractor submit documentation evidencing compliance with all requirements set forth above.

XIV. CONFLICT OF INTEREST

Chapter 42.23 RCW (Code Of Ethics for Municipal Officers—Contract Interests) is incorporated by reference as if fully set forth herein and the Grant Recipient agrees to abide by all the conditions of said Chapter. Failure by the Grant Recipient to comply with any requirements of such Chapter shall be a material breach of contract.

In addition, Grant Recipient represents, warrants and covenants that no officer, employee, or agent of 4Culture who exercises any functions or responsibilities in connection with the planning and implementation of the Project Scope of Work funded herein, has or shall have any beneficial interest, directly or indirectly, in this Agreement. The Grant Recipient further represents, warrants and covenants neither it nor any other person beneficially interested in this Agreement has offered to give or given any such officer, employee, or agent of 4Culture, directly or indirectly, any compensation, gratuity or reward in connection with this Agreement. The Grant Recipient shall take all appropriate steps to assure compliance with this provision.

XV. NONDISCRIMINATION

During the performance of this Agreement, Grant Recipient agrees that it shall not discriminate on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualifications. Notwithstanding the definition of contract as set forth in K.C.C. chapter 12.19, the provisions of that chapter and related administrative rules shall apply to this Agreement and are incorporated herein by this reference. They are also available online at:

http://kingcounty.gov/operations/procurement/services/equal_benefits.aspx

Grant Recipient shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Agreement and may result in ineligibility for further agreements with the County and/or 4Culture.

The Grant Recipient shall maintain, until 12 months after completion of all work under this Agreement, all written quotes, bids, estimates or proposals submitted to the Grant Recipient by all businesses seeking to participate in this Agreement. The Grant Recipient shall make such documents available to the 4Culture for inspection and copying upon request.

XVI. TAX COVENANTS OF GRANT RECIPIENT

Grant Recipient acknowledges that the Grant will be funded from the proceeds of Tax Exempt Bonds and that the uses of the Grant proceeds and the Project by Grant Recipient may impact the continued tax-exempt status of the Tax Exempt Bonds. Grant Recipient agrees take any and all actions reasonably requested by 4Culture or the County necessary to prevent interest on any Tax-Exempt Bonds from being included in gross income for federal income tax purposes. Grant Recipient further agrees that it will neither take any action nor make or permit any use of Grant funds or other (or of any other funds that may be deemed to be proceeds of such Tax-Exempt Bonds pursuant to Section 148 of the Code), at any time during the term thereof, that will cause interest on such Tax-Exempt Bonds to be included in gross income for federal income tax purposes.

XVII. ADDITIONAL COVENANTS OF GRANT RECIPIENT

Grant Recipient covenants as follows:

- A. Compliance with Laws. Grant Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement or the Project. These laws, rules, regulations and orders are incorporated by reference in this Agreement to the extent required by law.

- B. **Real Property.** Legal title to all real property financed with the Grant shall be owned in fee simple by Grant Recipient, or under a lease the term of which is at least as long as the term of this Agreement, in either case free and clear of all encumbrances other than minor encumbrances, except as expressly approved in writing by 4Culture. Grant Recipient shall maintain a standard form of title insurance policy for the value of the purchase price of the property, and where appropriate will purchase endorsements to that policy in amounts to cover improvements. Where Grant Recipient suffers a loss that is covered by title insurance, insurance proceeds will be paid to 4Culture, not to exceed the amount of the Project Costs that are attributable to the real property.
- C. **Operation and Maintenance of the Project.** Grant Recipient agrees to construct the Project in accordance with the Project plans, specifications and budget and to contract with competent, properly licensed and bonded contractors and professionals in accordance with all applicable federal, state and local laws regulating construction of the Project. Grant Recipient agrees to have plans and specifications for the Project prepared by a licensed architect or licensed engineer unless expressly approved otherwise in writing by 4Culture. Grant Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the Public Benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements.
- D. **Sales, Leases and Encumbrances.** During the term of this agreement, Grant Recipient shall not sell, transfer, encumber, lease or otherwise dispose of any property the payment for which Grant Recipient receives reimbursement hereunder as a Project Cost, unless 4Culture has granted it prior, written consent. Any such sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project shall be subject to assignment of Grant Recipient's obligations with respect to the Project as provided in this Agreement. The assignee shall be subject to 4Culture's prior written approval, which shall not be unreasonably withheld. It shall not be unreasonable for 4Culture to withhold such approval if the proposed assignee fails to demonstrate to the reasonable satisfaction of 4Culture that it possesses the financial resources and operational experience necessary to undertake the Project in accordance with the Agreement and to satisfy the indemnification obligations to be assumed under the Agreement by such assignee. Such assignment also shall be in form acceptable to 4Culture in its reasonable discretion. In the case of sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project to an assignee not approved by 4Culture, or pursuant to an assignment the form of which 4Culture has not approved, Grant Recipient shall, within 30 days of receipt of any proceeds from such disposition, pay such proceeds to 4Culture, not to exceed the amount of the Project Costs previously reimbursed hereunder that is attributable to the property, unless 4Culture agrees otherwise in writing.
- E. **Condemnation Proceeds.** If the Project or any portion is condemned, within 30 days of receipt of any condemnation proceeds, Grant Recipient shall pay such proceeds to 4Culture, not to exceed the amount of the Project Costs previously reimbursed hereunder that is attributable to the property unless 4Culture agrees otherwise in writing.

- F. Covenants Run with the Land. 4Culture and Grant Recipient acknowledge that the covenants and promises of Grant Recipient hereunder "touch and concern" Grant Recipient's real property on which the Project will be implemented as more fully described in the Project Scope of Work and that 4Culture and Grant Recipient intend that these covenants and promises run with the land and will bind Grant Recipient's successors and assigns.

XVIII. GENERAL

- A. MODIFICATIONS. No modification or amendment of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- B. NO WAIVERS. 4Culture's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- C. SEVERABILITY. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- D. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written understandings, agreements, or other undertakings between the Parties.
- E. ATTORNEYS' FEES; EXPENSES. Grant Recipient agrees to pay upon demand all of 4Culture's costs and expenses, including attorneys' fees and 4Culture's legal expenses, incurred in connection with the enforcement of this Agreement. 4Culture may pay someone else to help enforce this Agreement, and Grant Recipient shall pay the costs and expenses of such enforcement. Costs and expenses include 4Culture's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grant Recipient also shall pay all court costs and such additional fees as may be directed by the court.
- F. NO COUNTY LIABILITY FOR 4CULTURE LIABILITIES. 4Culture is organized pursuant to County Ordinance 14482 and RCW 35.21.730, et seq. RCW 35.21.750 provides as follows: "[All] liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."

- G. **BINDING ON SUCCESSORS AND ASSIGNS; MEMORANDUM OF AGREEMENT.** This Agreement shall be binding upon the successors and assigns of Grant Recipient. In 4Culture's discretion, prior to the disbursement of grant funds hereunder, the parties will execute, acknowledge and record with the King County Recorder a memorandum of this Agreement in a form approved by each party, which approval shall not be unreasonably delayed, conditioned or withheld.
- H. **NOTICES.** Any notice, consent, demand, or other communication hereunder shall be in writing and shall be deemed to have been given if delivered in person or deposited in any United States Postal Service mailbox, sent by registered or certified mail, return receipt requested and first-class postage prepaid, addressed to the Party for whom it is intended as indicated on the Grant Information Sheet (as may be changed by written notice to the other Party pursuant to this provision):
- I. **INTERPRETATION.** The section and subsection captions in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- J. **TIME.** Time is of the essence with respect to the performance of all obligations of this Agreement.
- K. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any suit or arbitration arising under this Agreement shall be in King County, Washington and if a lawsuit, in King County Superior Court.
- L. **THIRD PARTIES.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.
- M. **SURVIVAL.** The terms and conditions of Sections I, II, D, VII, VIII, XI, XII, XIII, XIV, XV, XVI and XVII shall survive the termination of this Agreement and shall be continuing obligations of the parties.

4CULTURE:

GRANT RECIPIENT:

Enter Your Name



2015 Arts Cultural Facilities

City of Auburn

Mailing Address

2840 Riverwalk Drive SE
Auburn
Washington
98002

Website

www.auburnwa.gov/arts

Email

mmcknight@auburn.wa.gov

Shipping Address

2840 Riverwalk Drive SE
Auburn
Washington
98002

King County Council District #

7

WA State Legislative District #

1

Phone

(253) 804-5043

Date Incorporated

09/09/1984

Fax

(253) 931-4005

Federal Tax ID

916001228

WA State UBI#

171-000-010

Revenue last fiscal year

\$1,003,239

Revenue 2nd to last fiscal year

\$924,614

Organization Director

Director of Parks, Arts and Recreation, Mr. Daryl Faber

Is the Organization Director the primary contact for this application?

No

Director Email

dfaber@auburnwa.gov

Director Phone

(253) 804-5044

Mission

The City of Auburn Arts Commission's purpose is to serve the citizens of Auburn by fostering cultural growth and enrichment, sponsoring programs representative of the entire arts spectrum and providing programs that are reflective of the growing diversity of the population of the City of Auburn.

Project Title

Creation of the Auburn Arts Center

Short Project Description

Request for \$230,000 to help fund the purchase and renovation of 20 Auburn Ave for the creation of a downtown Arts Center and support space for the adjacent Auburn Avenue Theater.

Project Discipline(s)

Visual

Amount Requested

\$230,000

Total Project Budget

\$920,000

Venue Address

Old Post Office
20 Auburn Avenue/100 Auburn Ave
Auburn
Washington
98002

King County Council District #

7

WA State Legislative District #

31

Project Venue Notes or Comments

The building is currently owned by King County and City staff are in negotiation for the purchase and sale of the building and property. The address is referred to in various documents as 20 Auburn Ave and 100 Auburn Ave (100 Auburn Ave is listed in the King County Dept. of Assessments)

Contact Person

Arts Coordinator, Mrs. Maija McKnight

Contact Phone

(253) 804-5043

Contact Email

mmcknight@auburnwa.gov

Project Description

Summarize your organization's mission, and describe the project for which you are seeking funds. Explain why it is a high priority for your organization, and how it will help you better serve your mission. If your project involves restoration or rehabilitation of a designated historic property, describe how the proposed work complies with applicable Secretary of Interior's Standards for the Treatment of Historic Properties or local design review guidelines.

City of Auburn Art's Commission's purpose is to foster the growth of arts in Auburn through the presentation of various arts programs, community initiatives and program partnerships. Programs include Public Art, Art Classes and Outreach, Visual Art Gallery Spaces, BRAVO Performing Art Series which includes nearly 70 performances throughout the year, Summer Sounds and Cinema (3 performances), Kids Summer Stage (5 performances), and various festivals, events and initiatives.

City of Auburn seeks \$230,000 toward the purchase and renovation to the property and building located at 20 Auburn Avenue (100 Auburn Ave) Building for the creation of an Downtown Auburn Arts Center. The City is currently in negotiations with King County for the purchase and sale of the building and property for approximately \$400,000 (with taxes and fees) and the renovations to the building, soft costs, project management and design are estimated at \$450,000. The 8,000 square foot Arts Center will house rotating art exhibitions, studios, meeting and classroom spaces, event rental venue, as well as support space for the City managed Auburn Avenue Theater that is located in the adjacent property.

Currently owned by King County, and most recently used as a King County Public Health Building, the historic structure was first built in 1937 as a WPA project and housed the Auburn Post Office. The interior was extensively remodeled in 1964 when the building was converted from its historic use as a post office to the new use as medical clinic. The building is listed on the King County Landmarks Register, the Washington State Heritage Register and the National Register of Historic Places. As a historic property, renovation will follow the guidelines of the Secretary of the Interior's Standards for Rehabilitation,

specifically retaining and preserving existing historic character and not removing/altering any historic features and/or spaces.

The nexus between this building and the Auburn Avenue Theater and other downtown Arts programs makes this an ideal site for consideration of expanded Arts opportunities in downtown. The purchase and renovation of this building would allow increased access to the arts for all of Auburn residents and visitors. Having a dedicated Art Center alongside the Auburn Avenue Theater performing arts series would have the potential to transform Auburn into an arts tourism destination within the South Puget Sound. This project is a high priority for the City of Auburn and the purchase of this important building has been in discussion for several years.

Project Impact

Describe the benefits this project will provide externally to the community. How did you determine the need and has your community or audience been involved in developing the project? How will the project contribute to cultural opportunities in King County?

How will the project affect your operations during and after construction/renovation or purchase? For example, will the project change the type or frequency of your programs, raise or lower maintenance costs, reduce or increase staff levels, etc?

The purchase of the Old Post Office building will provide several community benefits

- Development of an Arts Center supporting expanded arts opportunities and access
- Enhance and expand opportunities at the Auburn Avenue Theater and
- Heighten downtown vitality, support of local arts organizations through strategic partnerships, and develop Auburn as an Arts destination in the South Puget Sound.

Expanded Arts Opportunities through an Arts Center

Art exhibition space, studio rental areas with specialized art equipment, classroom space, and strategic partnerships with local businesses and arts non-profits to create and maintain an active center are part of the vision for a new Arts Center. Using Kirkland Arts Center and/or ArtEast as a potential model, the newly formed arts center would be gathering place for local and regional artists and support artistic growth and excellence. Staffing levels will be impacted and areas of responsibility for the Arts Coordinator position would be shifted. The proximity to the Auburn Avenue Theater would allow for some staffing overlap for open hours. The success of an arts center depends upon dedicated staffing and vision, and the City would retain appropriate staffing levels to ensure the success of the new Arts Center.

Auburn Avenue Theater Expansion and Use

The Auburn Avenue Theater is a property located at 10 Auburn Avenue and is adjacent to 20 Auburn Avenue with an alley separating the two buildings. The theater is a property that the City of Auburn manages, but does not own and is currently in the process of hiring a consultant to develop a plan for the potential purchase of the building when the current lease comes to an end in 2021. The theater offers over 70 live performances per year as part of the City's active performing arts season, and arts staff has seen tremendous growth in attendance and support by the community. The space within the Theater, however, is extremely limited. Set building, rehearsal areas, rental venue, backstage facilities for the performers, as well as an appropriate lobby area for pre/post performances would greatly enhance the patron experience as well as the functionality of the theater and allow the City to expand its offerings and services. This connection between the two buildings, would be further enhanced by the potential closure of the alley between the two venues, allowing for a natural cross-over and gathering space for the public.

Downtown Vitality and Growing Patronage of the Art

Auburn is a community of approximately 75,000 and the downtown core has several new developments that will be bringing hundreds of people living within one block of the proposed Arts Center. The need for a dedicated arts space is immediate, and the location within downtown next to the Auburn Avenue Theater in this historic building is ideal. The synergy of an Art Center adjacent to the Auburn Avenue Theater will allow for greatly expanded offerings and opportunities and create a true arts destination. The

building also presents an incredible opportunity to support local arts organizations through strategic partnerships.

Relevant Expertise / Experience / Accomplishments

Who will manage this project? List key members of your staff, volunteers, and outside consultants. Tell us why they are qualified and what role they will play in this project. Check with staff about providing complete resumes if you feel it is important - we just want a brief summary here.

Various aspects of this project will be managed by different departments of the City

Purchase and real estate acquisition

- o Mayor's Office
- o Doug Lein, Economic Development Manager

Remodel and Renovation

- o Facilities Department with oversight by the Parks Department.
- o Architectural consultant and contractors to complete specialized work, firms TBD

Project Management, Programming and Day-to-Day Operations – Parks Department

- o Daryl Faber, Parks, Arts and Recreation Director
- o Julie Krueger, Arts and Events Manager
- o Maija McKnight, Arts Coordinator
- o Jim Kleinbeck, Theater Coordinator

Daryl Faber has served as the City of Auburn's Parks, Arts and Recreation Director since 2006 and oversees all aspects of the Parks division including the Cemetery, White River Valley Museum, Senior Center and the Golf Course. Prior to his work with the City of Auburn, Faber worked for the City of Tacoma, Metro Parks and City of Burien Parks Department.

Julie Brewer, Arts and Events Manager

Julie Brewer has served as the City of Auburn's Arts & Events Manager since 2007 and oversees the coordination of large-scale special events, arts programming, and handles special departmental projects. She is also responsible for marketing arts, events, recreation, and golf for the City of Auburn. Prior to her work with the City of Auburn, Brewer served as the Community Relations Manager for the City of Renton.

Maija McKnight, Arts Coordinator

Maija McKnight has served as the City of Auburn's Arts Coordinator since 2008 overseeing the variety of arts programming including art in public places, performing arts season, two gallery locations, and staffing the Arts Commission. Prior to her work with the City, Maija received her Master of Arts in Museum Studies and worked in various Art Museums throughout the region specializing in Education and Community Partner public programming.

Project Implementation

Describe your organization's plan for making this project happen. How did you develop the budget? What is your time line. Where are you in the process? Be as specific as possible about the sources you have approached, and about in-kind donations. You need to be able to use 4Culture funds within three years. Explain how you will change the project scope of work if you are unable to raise the total amount required for completion of your project as planned.

The City is dedicated to the purchase of the Old Post Office building located at 20 Auburn Avenue (100 Auburn Avenue) and support from 4Culture is critical to be able to transform this space into the Auburn Arts Center. 4Culture grant support allows for the primary use of the building to become an Arts Center, allowing the City to operate the Arts Center and serve as the manager of the space. Under City management, it also allows the City to potentially accommodate partner arts organizations and other cultural or civic related entities to utilize the space, increasing access to the arts for the South King County region.

The budget includes the approximate purchase price, staff time as in-kind, and a remodel budget. The remodel budget is an approximation based on the budget for the remodel of a current building (our old Parks offices are being remodeled into a Teen Center). The property and building have not undergone an inspection to date, and so the renovation budget will be altered as more information is available. The timeline is for the purchase to occur by the end of December 2015. Occupancy and remodel will occur in 2016, with an estimated opening of Fall 2016. The purchase of the building will likely occur without 4Culture support, but we seek \$230,000 in grant funds to go towards the interior renovation of the space to ensure that Arts Center functions as the primary tenant.

The City of Auburn is dedicated to the support and advancement of arts within Auburn. With a 3 FTE arts staffing level and an annual program support budget that exceeds \$500,000 there are the staffing and financial resources available - as well as the full support of the City - that will ensure that this project is a success. An initial budget for the operations and programming of an Arts Center has been drafted, and will go through the Council biennium budget approval for the 2017-2016 cycle.

Externally Hosted Work Samples

4CULTURE 2015 FACILITIES PROJECT BUDGET

APPLICANT:	Check if Confirmed	INCOME	
		Cash Income	In-Kind
BUSINESS/CORPORATIONS: (Identify)			
FOUNDATIONS: (Identify)			
GOVERNMENT: (Identify)			
City of Auburn		\$620,000	\$70,000
INDIVIDUALS:			
OTHER: (Describe)			
4CULTURE SUPPORT:			
		\$230,000	
TOTALS:		\$850,000	\$70,000
GRAND TOTAL INCOME:		\$920,000	
		CASH + IN-KIND TOTAL	

=

	EXPENSE	
	Cash Expense	In-Kind
DESIGN:		
	\$50,000	
CONSTRUCTION:		
	\$295,000	
PROJECT MGMT:		
FF&E:		
		\$70,000
SOFT COSTS:		
	\$20,000	
LAND/BUILDING ACQUISITION:		
	\$400,000	
FINANCING:		
FUNDRAISING:		
OTHER:		
TOTALS:		\$850,000
		\$70,000
GRAND TOTAL EXPENSE:		\$920,000
		CASH + IN-KIND TOTAL

4CULTURE 2015 FACILITIES PROJECT BUDGET

PROJECT BUDGET NOTES
Use the space below to add any additional information you feel is necessary to explain a category or line item
The budget is draft, as no internal inspection has been done of the property
Purchase price of the building is still being negotiated, additional renovation dollars committed by the City dependant upon cost

2015 4CULTURE FACILITIES PROGRAM: OPERATING BUDGET FORM			
YOUR ORGANIZATION NAME:			
Your fiscal year ends:	ACTUAL	ACTUAL	THIS YR
DO NOT INCLUDE ANY CAPITAL INCOME/EXPENSE!	2013 or 13/14	2014 or 14/15	2015 or 15/16
Operating Expenses:			
Personnel:			
1 - Artistic			
2 - Production	149,037	149,487	155,978
3 - Administrative	153,530	167,277	170,771
4 - Education			
Production/Exhibition expenses	395,500	381,600	406,250
Marketing/Promotion expenses	21,500	23,000	27,500
Fundraising expenses			
Education program expenses			
Occupancy expenses	172,351	166,850	193,690
Travel and Transportation	2,750	2,750	3,000
Administrative expenses	41,650	33,650	46,050
SUBTOTAL	936,318	924,614	1,003,239
In-Kind expenses (= In-Kind income)			
TOTAL OPERATING EXPENSES	936,318	924,614	1,003,239
Earned Income:			
Box Office/Admissions	125,159	151,222	130,000
Memberships			
Tuition/Workshops	23,010	28,213	34,000
Concessions Sales/Rental	7,151	3,815	4,000
Interest & investment income			
Other earned income			
TOTAL EARNED INCOME	155,320	183,250	168,000
Earned income percentage	17%	20%	17%
EARNINGS GAP	(780,998)	(741,364)	(835,239)
Contributed Income:			
ArtsFund			
Corporations			
Foundations			
Federal Government (NEA/NEH/IMS)			
State Government			
4CULTURE	17,000	21,500	20,500
City Government	763,998	719,864	814,739
Individuals			
Benefits / Galas / Guilds			
In-Kind contributions (= In-Kind expenses)			
Other contributed income			
Transfers from reserves/endowment			
TOTAL CONTRIBUTED INCOME	780,998	741,364	835,239
Contributed income percentage	83%	80%	83%
GRAND TOTAL INCOME	936,318	924,614	1,003,239
SURPLUS (OR DEFICIT)	0	0	0
Depreciation (express as a negative)			
SURPLUS OR (DEFICIT) after depreciation	0	0	0

STATEMENT OF POSITION	Current Year					Note	Prior Year
	Total To Date	Unrestricted		Board Designated	Restricted		
ASSETS		Operations					
Current Assets							
Fixed Assets							
Long Term Assets							
TOTAL ASSETS	0	0	0	0	0		
LIABILITIES							
Current Liabilities							
Long Term Liabilities							
TOTAL LIABILITIES	0	0	0	0	0		
NET ASSETS							
Unrestricted							
Undesignated							
Board Designated							
Property, Plant & Equip							
Temporarily Restricted							
Permanently Restricted							
TOTAL NET ASSETS	0	0	0	0	0		
TOTAL LIABILITIES AND NET ASSETS	0	0	0	0	0		
Note Explanation	NOT APPLICABLE TO PUBLIC AGENCY						
Note Explanation							
Note Explanation							
Note Explanation							



2015 City of Auburn – Arts Commission

2015 Officers Chairs	FIRST	LAST	Term Appointments	TERM expiration	Affiliation
	Nancy	Colson	Term #1 app: 1/7/13	Term #1 exp: 12/31/15	Auburn Symphony Orchestra Board Member
	Cary	Davidson	Term#1 app: 7/21/14	Term #1 exp: 12/31/2016	Auburn School District Educator
	Charlotte	Golnick	Term #1 app: 1/21/14	Term #1 exp: 12/31/2016	Artist and Community Member
	Jan	Jensen	Term #1 app: 1/21/14	Term #1 exp: 12/31/2016	Artist and Community Member
	Colleen	Malboney	Term #1 app: 12/17/12 (shortened) Term#2 app: 1/21/2014	Term #1 exp: 12/31/13 Term #2 exp: 12/31/16	Artist and Graphic Designer
VICE CHAIR	DeNae	McGee	Term #1 app: 1/3/11 Term#2 app: 1/21/2014	Term #1 exp: 12/31/13 Term #2 exp: 12/31/16	Arts Administrator and Performing Arts Professional Background
	Dan	Norman	Term #1 app: 1/3/12	Term #1 exp: 12/31/14	Artist and Community Member
	Patricia	Judd	Term #1 app: 2/2/2014	Term #1 exp: 12/31/16	Auburn School District Administrative Representative
	Ronie	Schwend	Term #1 app: 1/3/11: Term#2 app: 1/21/2014	Term #1 exp: 12/31/13 Term #2 exp: 12/31/16	Artist and Community Member, Lea Hill Neighborhood representative.
	Donna	Smart	Term #1 app: 1/21/2014	Term #1 exp: 12/31/16	Arts Education Advocate, Lakeland Hills Neighborhood representative
CHAIR	Greg	Watson	Term #1 app: 2/16/10 Term #2 app: 1/7/13	Term #2 exp: 12/31/15	Auburn School District, Muckleshoot Tribal College Educator, Member of King County Landmarks Commission
	Laura	Westergard	Term #1 app: 1/7/13	Term #1 exp: 12/31/15	Director of Downtown Association

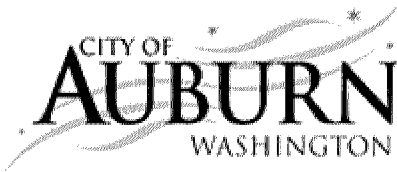
Cultural Arts Staff

- Daryl Faber, Parks, Arts and Recreation Director (since 2006)
- Julie Brewer, Arts and Event Manager - 30% of time dedicated to arts programming (since 2007)
- Maija McKnight, Arts Coordinator - 100% of time dedicated to arts programming (since 2008)
- Jim Kleinbeck, Theater Coordinator - 100% of time dedicated to arts programming (since 2007)
- Kelsey D'Andrade, Arts and Events Assistant - 20 hours a week (since 2014)



**2015 Auburn Arts Commission
Annual Arts Programming**

ACTIVITY	EST. ATTENDANCE
Visual Art • Gallery (City Hall – monthly rotation & Senior Center – 2 month rotation) • Student Art Display with Auburn School District • Small Works, Big Presents Exhibition with White River Valley Museum • Community Group Art Display (eg. Green River Community College Faculty, Auburn Valley Creative Arts)	1,000
BRAVO Performing Arts Series 2014-15 (including performances at Auburn Avenue Theater & Other Locations) • Offsite performances (2 shows), Performing Arts Center closed for renovation for 14/15 season • Comedy at the Ave (86 shows) • Ave Kids Shows (10 shows) and Youth Theater Camp (6 shows) • Live at the Ave, Music (17 shows) • Auburn Community Players Community Theater (12 shows)	20,000
Public Art Projects: (5 projects) – Outdoor Sculpture Gallery, Streetscapes, Pianos on Parade, Benchmarks, 1% for Art Projects	
Event: ArtRageous Art Activity Zones at City Organized Events and Festivals	10,000
Ongoing "Art with Artist" and Artist Professional development classes offered through the Parks, Arts and Recreation	100
Kids SummerStage (5 shows)	1,800
Summer Sounds and Cinema (3 events)	2,000
Poet Laureate Public Programming	500
Support of Community Art Events through Re-Grant Process/Funds made available through 4Culture: • Auburn Symphony Orchestra • White River Valley Museum – Small Works, Big Presents • Auburn International Farmers Market – Public Performances • Auburn Food Bank's Empty Bowls • Northwest Renaissance/Striped Water Poets • Pacific Ballroom Dance • Auburn Art Walk • Auburn Valley Creative Arts (Cooperative) • Community Events at Auburn Avenue Theater	5,000



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5222

Date:

March 17, 2016

Department:

City Attorney

Attachments:

Resolution No. 5222

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5222.

Background Summary:

The original state Budget Bill (ESSB 6246) sought to eliminate funding for the Municipal Research and Services Center ("MRSC"). The purpose of Resolution No. 5222 is to express City of Auburn support for continued state funding of the MRSC with no conditions.

By way of background, MRSC has provided comprehensive and objective guidance on complex issues to local governments in Washington for over 80 years, providing analysis, answers, and assistance on a wide variety of issues such as public records, purchasing and contracting, governmental operations, public works rosters, planning and legal issues. With 80 years of history behind its services to cities and local government, it has been a tremendous asset for local government, and it provides services that are not even available in most states of this country. The role that MRSC has played in local government through all these years, providing them no less today than it did at its inception, dramatize the value of this valuable municipal resource. MRSC has also provided publications that affect local government, including:

1. *Knowing the Territory- Basic Legal Guidelines for Washington City, County and Special District Offices;*

2. *City Bidding Book- Washington State;*

3. *County Bidding Book- Washington State;*

4. *Contracting Services- Guidelines for Local Governments in Washington State;*

5. *Local Government Citizen Advisory Boards;*

6. *Code City Handbook;*

7. *Mayor & Councilmember's Handbook;*

8. *Nuisance Regulation for Washington Cities and Counties;*

9. *Local Government Policy-Making Process;*

10. *Local Ordinances for Washington Cities and Counties;*

11. *Open Public Meeting Act;*

12. *Public Records Act for Washington Cities, Counties, and Special Purpose Districts;*
13. *Revenue Guide for Washington Cities & Towns;*
14. *Revenue Guide for Washington Counties; and*
15. *Small Works Roster: A Guide for Washington's Local Governments.*

The current senate budget proposes conditions for the funds for MRSC as it "investigates" whether contracts for such services should continue or be modified or terminated. If that provision is enacted as part of the final budget adopted by the House and Senate, MRSC's funding could be reduced or eliminated. Were that to happen, it would be catastrophic to MRSC's operations, and catastrophic to the municipalities which utilize its services. Many cities and counties, both large and small, call on MRSC daily for critically needed guidance, analysis, answers, and assistance on a wide variety of issues.

PSSB 6667 (Supplemental Operating Budget Proposal) as set out on Friday, March 11, 2016, states in relevant parts of the Budget:

Sec. 937. RCW 66.08.190 and 2012 2nd sp.s. c 5 s 8 are each amended to read as follows:

(1) Except for fiscal year 2017, prior to making distributions described in subsection (2) of this section, amounts must be retained to support allotments under RCW 43.88.110 from any legislative appropriation for municipal research and services. The legislative appropriation for such services must be in the amount specified under RCW 66.24.065.

(2) When excess funds are distributed during the months of June, September, December, and March of each year, all moneys subject to distribution must be disbursed to border areas, counties, cities, and towns as provided in RCW 66.24.065.

(3) The amount remaining after distributions under subsections (1) and (2) of this section must be deposited into the general fund.

(4) It is the intent of the legislature to continue the policy under subsection (1) of this section into the 2017-2019 fiscal biennium to cease the retaining of funds for municipal research and services as it investigates whether contracts for such services should continue or be modified or terminated.

Sec. 938. RCW 66.24.065 and 2012 c 2 s 302 are each amended to read as follows: (1) The distribution of spirits license fees under RCW 66.24.630 and 66.24.055 through the liquor revolving fund to border areas, counties, cities, towns, and the municipal research center must be made in a manner that provides that each category of recipients receive, in the aggregate, no less than it received from the liquor revolving fund during comparable periods prior to December 8, 2011.

An additional distribution of ten million dollars per year from the spirits license fees must be provided to border areas, counties, cities, and towns through the liquor revolving fund for the purpose of enhancing public safety programs.

(2) Notwithstanding subsection (1) of this section, for fiscal year 2017, the distributions made to border areas, counties, cities

and towns shall be reduced in such amounts necessary to support allotments under RCW 43.88.110 from any legislative appropriation for 17 municipal research and services. It is the intent of the legislature to continue this policy into the 2017-2019 fiscal biennium as it investigates whether contracts for such services should continue or be modified or terminated.

If MRSC is not fully funded by the state, Auburn, as well as all cities, counties, and other jurisdictions, will incur new and increased costs in obtaining similar high-level services as currently provided by MRSC.

It is therefore recommended that the City Council pass Resolution No. 5222. The Resolution would authorize the Mayor to take steps to support its legislative purpose which would include sharing its message with our state legislators.

Reviewed by Council Committees:

Councilmember:

Staff: Heid

Meeting Date: March 21, 2016

Item Number: RES.E

RESOLUTION NO. 5 2 2 2

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, EXPRESSING SUPPORT FOR
FULL STATE FUNDING OF THE MUNICIPAL RESEARCH
AND SERVICES CENTER WITH NO CONDITIONS**

WHEREAS, for over 80 years, the Municipal Research and Services Center ("MRSC") has provided comprehensive and objective guidance on complex legal and policy issues to local governments in Washington, including the City of Auburn; and

WHEREAS, MRSC has been a trusted and dedicated provider to the City of Auburn of guidance, analysis, answers, and assistance on a wide variety of issues such as public records, purchasing and contracting, governmental operations, statutory information and updates, and financial management and reporting, through public works rosters and publications; and

WHEREAS, the City of Auburn relies on MRSC for substantive advice, research, opinions and information through direct contact with MRSC staff and through MRSC's website, and

WHEREAS, MRSC efficiently provides information and resources to all cities and counties, and thus saves public funds statewide, and

WHEREAS, the current (most recent) source of monies budgeted for the support of MRSC came primarily from the "city share" of state liquor taxes; and

WHEREAS, recent efforts have been proposed to utilize those tax dollars for other state funding needs; and

WHEREAS, the current senate budget proposes conditions for state funding of MRSC as it "investigates" whether contracts for such services should continue or be

modified or terminated which would deprive the City of Auburn and many other cities and counties of important, useful, and valuable services; Now Therefore,

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

SECTION 1. SUPPORT FOR MRSC. The Mayor and City Council of the City of Auburn, Washington, support full funding of the Municipal Research and Services Center (MRSC) from the state budget with no conditions now and in the future.

SECTION 2. ADMINISTRATIVE PROCEDURES. The Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation, and as may be supportive of full funding of MRSC with no conditions from the state budget.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2016.

CITY OF AUBURN

ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Resolution No. 5222

March 16, 2016

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RES.E