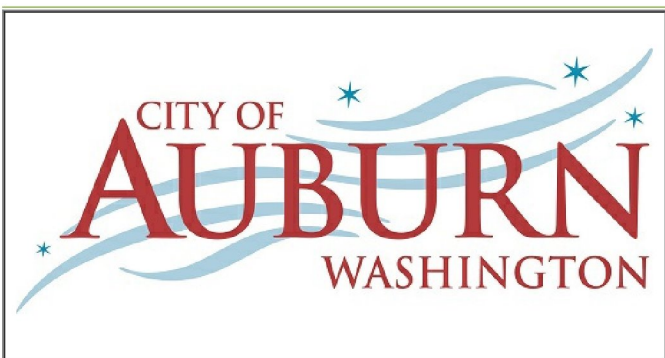


	City Council Meeting February 5, 2024 - 7:00 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. **CALL TO ORDER**

II. **LAND ACKNOWLEDGMENT**

We would like to acknowledge the Federally Recognized Muckleshoot Indian Tribe, the ancestral keepers of the land we are gathered on today. We thank them for their immense contributions to our state and local history, culture, economy, and identity as Washingtonians.

III. **PUBLIC PARTICIPATION**

1. **Public Participation**

The Auburn City Council Meeting scheduled for Monday February 5, 2024 at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

To view the meeting virtually please click the below link, or call into the meeting at the phone number listed below. The link to the Virtual Meeting is:

<https://www.youtube.com/user/watchauburn/live/?nomobile=1>

To listen to the meeting by phone or Zoom, please call the below number or click the link:

Telephone: 253 215 8782

Toll Free: 877 853 5257

Zoom: <https://us06web.zoom.us/j/84803535689>

A. **Pledge of Allegiance**

IV. **Roll Call**

V. **APPOINTMENTS**

A. **Junior City Council**

City Council to approve the appointment of Mikaela Pedraja to Auburn Junior City Council for a two year term expiring August 31, 2026

(RECOMMENDED ACTION: Move to approve the appointment of Mikaela

Pedraja to Auburn Junior City Council, for a two year term to expire August 31, 2026.)

VI. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Black History Month

Mayor Backus to proclaim February 2024 as "Black History Month" in the City of Auburn

VII. AGENDA MODIFICATIONS

VIII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue.

1. The public can participate in-person or submit written comments in advance.

Participants can submit written comments via mail, fax, or email. All written comments must be received prior to 5:00 p.m. on the day of the scheduled meeting and must be 350 words or less.

Please mail written comments to:
City of Auburn
Attn: Shawn Campbell, City Clerk
25 W Main St
Auburn, WA 98001

Please fax written comments to:
Attn: Shawn Campbell, City Clerk
Fax number: 253-804-3116

Email written comments to:
publiccomment@auburnwa.gov

If an individual requires an accommodation to allow for remote oral comment because of a difficulty attending a meeting of the governing body, the City requests notice of the need for accommodation by 5:00 p.m. on the day of the scheduled meeting. Participants can request an accommodation to be able to provide remote oral comment by contacting the City Clerk's Office in person, by phone (253) 931-3039, or email to publiccomment@auburnwa.gov

B. Correspondence - (There is no correspondence for Council review.)

IX. 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.

1. Finance Ad Hoc Committee (Chair Baldwin)

X. 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 January 16, 2024, and January 24, 2024,
Special City Council Meetings

B. Minutes of the January 16, 2024, Regular City Council Meeting

C. Minutes of the January 22, 2024, Study Session Meeting

D. Claims Vouchers (Thomas)

Claims voucher list dated January 31, 2024 which includes voucher number 474733 and voucher 474736 through voucher 474874, in the amount of \$2,848,503.88, and five wire transfers in the amount of \$336,743.99

Claims voucher list dated January 31, 2024 which includes voucher number 474732, voucher number 474734 through 474735 and voucher 474875 through voucher 474964, in the amount of \$3,914,604.91, and two wire transfers in the amount of \$4,220,590.30

E. Payroll Voucher (Thomas)

Payroll check numbers 539563 through 539564 in the amount of \$645,117.14, electronic deposit transmissions in the amount of \$2,563,916.11, for a grand total of \$3,209,033.25 for the period covering January 11, 2024 to January 31, 2024

(RECOMMENDED ACTION: Move to approve the Consent Agenda.)

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. ORDINANCES

A. Ordinance No. 6931 (Gaub)

An Ordinance providing for the acquisition by Eminent Domain of Property located near or adjacent to Auburn Way South within the City of Auburn, Washington, for Roadway Widening Improvements for Project No. CP1622, Auburn Way South Widening – Hemlock Street SE to Poplar Street SE; declaring public use and necessity; and providing for severability and an effective date

(RECOMMENDED ACTION: Move to approve Ordinance No. 6931.)

XIV. RESOLUTIONS

A. Resolution No. 5756 (Gaub)

A Resolution authorizing the Mayor to execute and administer an agreement accepting a grant from the Washington State Department of Ecology for Implementation of Requirements of the National Pollutant Discharge Elimination System Municipal Stormwater Phase II Permit

(RECOMMENDED ACTION: Move to adopt Resolution No. 5756.)

B. Resolution No. 5757 (Thomas)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Department of Ecology to implement the 2023-2025 Local Solid Waste Financial Assistance Grant Program and to accept and expend program grant funds

(RECOMMENDED ACTION: Move to adopt Resolution No. 5757.)

C. Resolution No. 5758 (Caillier)

A Resolution accepting a grant award from the Washington Association of Sheriffs and Police Chiefs for Body Worn Cameras

(RECOMMENDED ACTION: Move to adopt Resolution No. 5758.)

XV. MAYOR AND COUNCILMEMBER REPORTS

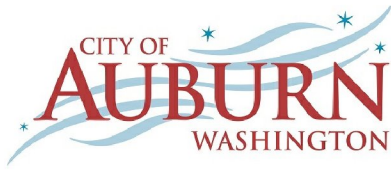
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. **From the Council**

B. **From the Mayor**

XVI. 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.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the January 16, 2024, and January 24, 2024, Special City Council Meetings

Date:

January 29, 2024

Department:

City Council

Attachments:

[01-16-2024 Special City Council Minutes](#)

[01-24-2024 Special City Council Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

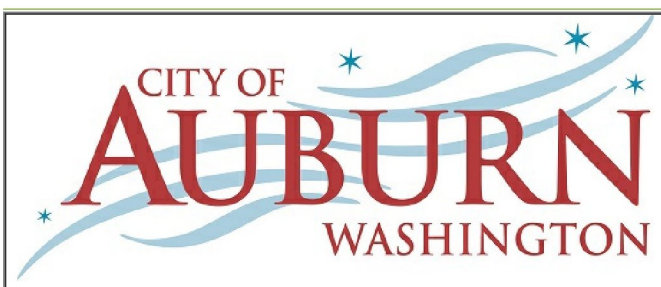
Revised Budget: \$0

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

Meeting Date: February 5, 2024

Staff:

Item Number: CA.A



**Special City Council Meeting
January 16, 2024 - 6:00 PM
City Hall Council Chambers
MINUTES**

I. CALL TO ORDER

II. LAND ACKNOWLEDGEMENT

III. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

A. Pledge of Allegiance

Deputy Mayor Brown called the meeting to order at 6:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street and led those in attendance in the Pledge of Allegiance.

IV. ROLL CALL

Councilmembers present: Deputy Mayor Larry Brown, Hanan Amer, Kate Baldwin, Cheryl Rakes, Clinton Taylor, Tracy Taylor, and Yolanda Trout-Manuel. Mayor Nancy Backus was excused.

The following staff members present included: Acting City Attorney Harry Boesche, Chief of Police Mark Caillier, Acting Director of Community Development Jason Krum, Director of Community Development Jeff Tate, Director of Finance Jamie Thomas, Director of Parks, Arts, and Recreation Daryl Faber, Business Systems Analyst Chrissy Malave, Deputy City Clerk Rebecca Wood-Pollock, and Deputy City Clerk Hannah Scholl.

V. DISCUSSION ITEMS

A. Department Overview - Community Development (Tate) (30 Minutes)

Director Tate and Acting Director Krum provided Council with an overview of the Community Development Department including the organizational structure, the services they provide, the 2024 Budget, 2023 statistics, and the Public Works & Community Development, and Community Wellness Special Focus Areas. They discussed the different divisions within the department including Planning, Building and Permitting, Development

Engineering, Code Enforcement, Community Services, Economic Development, and Administration.

Council discussed City staff contacts for community members, the eGIS technology, Capital Projects, Code Compliance complaint process, code violations, and service costs.

B. Department Overview - Finance (Thomas) (30 Minutes)

Director Thomas provided Council with an overview of the Finance Department including the responsibilities of the department and each division, the organizational structure, the General Fund Revenue and Expenditures breakdown, and the budget process.

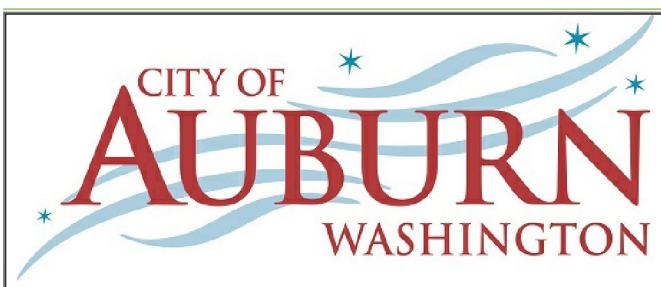
VI. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:02 p.m.

APPROVED this 5th day of February, 2024.

LARRY BROWN, DEPUTY MAYOR Hannah Scholl, Deputy City Clerk

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



**Special City Council Meeting
January 24, 2024 - 4:00 PM
City Hall Council Chambers
MINUTES**

I. CALL TO ORDER

Mayor Nancy Backus called the meeting to order at 4:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street.

II. LAND ACKNOWLEDGEMENT

III. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

IV. ROLL CALL

Councilmembers present: Deputy Mayor Larry Brown, Hanan Amer, Kate Baldwin, Cheryl Rakes, and Yolonda Trout-Manuel. Councilmembers Clinton Taylor, and Tracy Taylor were excused.

Mayor Nancy Backus and the following staff members present included: Director of Finance Jamie Thomas, Accounting and Financial Reporting Manager Janice Davies, Senior Accountant Aliakbar Kashef, Business Systems Analyst Chrissy Malave, and City Clerk Shawn Campbell.

V. DISCUSSION ITEMS

A. 2022 Fiscal Year Audit and Exit Conference

Washington State Auditor Audit Manager Ngan Kim Hoang Nguyen, and Audit Supervisor Sandeep Kaur reviewed the results of the Accountability Audit including audits of payroll, self-insurance for unemployment, accounts receivable for billing adjustments and collections, open public meetings, and financial conditions. There were no exceptions and they issued an unmodified opinion with no deficiencies or material misstatements, and all uncorrected misstatements have been provided for review. There are no management override of control findings.

They reviewed the City's Federal Grant Compliance Audit which reviewed the Community Block Grant, Highway Planning and Construction Grant, and the COVID-19 Grant with an unmodified opinion issued and no significant deficiencies in internal controls on major programs.

They noted that all prior years findings have been fully resolved. They then reviewed the upcoming audit costs, and items needed to be included in the next audit.

VI. **ADJOURNMENT**

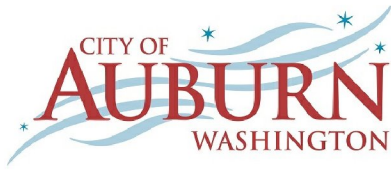
There being no further business to come before the Council, the meeting was adjourned at 4:18 p.m.

APPROVED this 5th day of February, 2024.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk

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.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the January 16, 2024, Regular City Council Meeting

Date:

January 29, 2024

Department:

City Council

Attachments:

[01-16-2024 Regular City Council Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

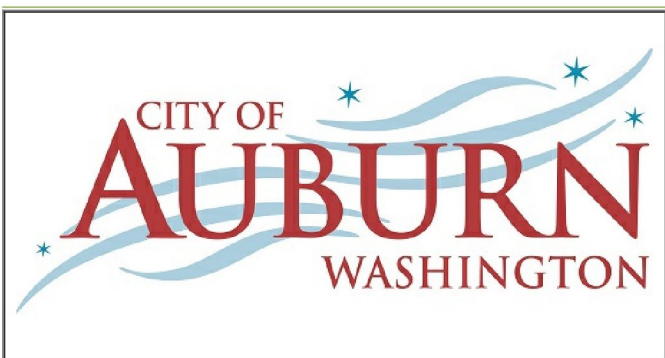
Revised Budget: \$0

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

Meeting Date: February 5, 2024

Staff:

Item Number: CA.B

	City Council Meeting January 16, 2024 - 7:00 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. LAND ACKNOWLEDGMENT

III. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

A. Pledge of Allegiance

Deputy Mayor Brown called the meeting to order at 7:07 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street and led those in attendance in the Pledge of Allegiance.

IV. Roll Call

Councilmembers present: Deputy Mayor Larry Brown, Hanan Amer, Kate Baldwin, Cheryl Rakes, Clinton Taylor, Tracy Taylor, and Yolanda Trout-Manuel. Mayor Nancy Backus was excused.

The following staff members present included: Acting City Attorney Harry Boesche, Chief of Police Mark Caillier, Assistant Director of Public Works Jacob Sweeting, Director of Parks, Arts, and Recreation Daryl Faber, Business Systems Analyst Chrissy Malave, Deputy City Clerk Rebecca Wood-Pollock, and Deputy City Clerk Hannah Scholl.

V. APPOINTMENTS

A. Arts Commission

City Council to approve the appointments of Andrea Dailey, Amber Lott, Carol Danner, Carol Smetheram, and Raymond Salvador to the Arts Commission for a three year term expiring December 31, 2026

Councilmember T.Taylor moved and Councilmember Rakes seconded to approve the appointments of Amber Lott, Carol Smetheram, and Raymond Salvador to the Arts Commission for a three year term expiring December 31, 2026.

MOTION CARRIED UNANIMOUSLY. 7-0

VI. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

VII. AGENDA MODIFICATIONS

Carol Danner and Andrea Dailey were removed from the Arts Commission Appointment and a corrected version of the January 2, 2024, City Council meeting minutes were provided to Council.

VIII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue.

1. The public can participate in-person or submit written comments in advance.

LaShund Lambert, Auburn

They expressed concerns regarding public safety, and transparency.

Nora Hershberger, Auburn

They expressed concerns regarding staffing statistics, and needs for the Police Department.

LaTricia Kinlow, Auburn

They expressed concerns regarding the budget, DEI Funding, and taxes.

B. Correspondence

There was no correspondence for Council to review.

IX. 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.

1. Finance Ad Hoc Committee (Chair Baldwin)

Councilmember Baldwin, Chair of the Finance Ad Hoc Committee, reported she and Councilmember Amer have reviewed the claims and payroll vouchers described on the agenda this evening and recommended their approval.

X. 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 January 2, 2024, City Council Meeting

B. Claims Vouchers (Thomas)

Claims voucher list dated January 10, 2024 which includes voucher number 474569 through 474705, in the amount of \$1,924,013.54, two electronic fund transfers in the amount of \$910.43, and two wire transfers in the amount of \$740,602.24

Claims voucher list dated January 10, 2024 which includes voucher number 474706 through 474731, in the amount of \$275,717.13, and three wire transfers in the amount of \$705,693.91

C. Payroll Voucher (Thomas)

Payroll check numbers 539555 through 539558 in the amount of \$82,809.78, electronic deposit transmissions in the amount of \$2,623,726.83, and also a special payroll for Sick Leave cash out with check numbers 539559 through 539562 in the amount of \$1,530.68 and electronic deposit transmissions in the amount of \$28,572.76 for a grand total of \$2,736,640.05 for the period covering December 28, 2023 to January 10, 2024

Councilmember Trout-Manuel moved and Councilmember Amer seconded to approve the consent agenda as amended.

MOTION CARRIED UNANIMOUSLY. 7-0

XI. UNFINISHED BUSINESS

There was no unfinished business.

XII. NEW BUSINESS

There was no new business.

XIII. RESOLUTIONS

A. Resolution No. 5749 (Gaub)

A Resolution setting a Public Hearing to consider the Vacation of City Right-Of-Way located within a portion of 108th Avenue SE that lies South of Lea Hill Road within the City of Auburn, Washington

Councilmember T. Taylor moved and Councilmember Trout-Manuel seconded to adopt Resolution No. 5749.

MOTION CARRIED UNANIMOUSLY. 7-0

XIV. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Councilmember Hanan Amer reported she attended the Korean-American Day Celebration Day event.

Councilmember Kate Baldwin reported she attended the Korean-American Day Celebration event.

Councilmember Cheryl Rakes expressed her gratitude for her fellow Councilmembers.

Councilmember Tracy Taylor reported she attended the Public Works and Community Development Special Focus Area meeting, Seattle Animal Shelter Foundation meeting, and was a special guest on the morning broadcast announcement at Pioneer Elementary School.

Councilmember Yolanda Trout-Manuel reported she attended the HELO Committee Meeting, and the Korean-American Day Celebration event.

B. From the Mayor

No report.

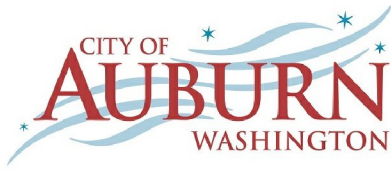
XV. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:33 p.m.

APPROVED this 5th day of February, 2024.

LARRY BROWN, DEPUTY MAYOR Hannah Scholl, Deputy City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the January 22, 2024, Study Session Meeting

Department:

City Council

Attachments:

[01-22-2024 Study Session Minutes](#)

Date:

January 29, 2024

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

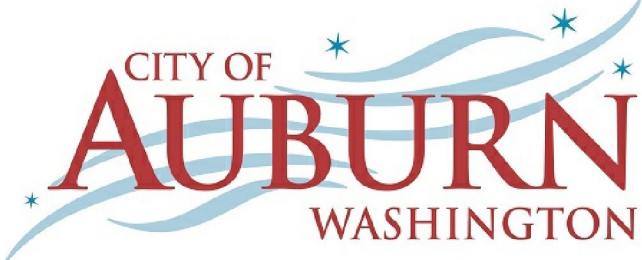
Revised Budget: \$0

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

Meeting Date: February 5, 2024

Staff:

Item Number: CA.C

	City Council Study Session PWCD SFA January 22, 2024 - 5:30 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

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

II. PUBLIC PARTICIPATION

A. Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

Councilmembers present: Deputy Mayor Larry Brown, Hanan Amer, Kate Baldwin, Cheryl Rakes, Tracy Taylor, and Yolanda Trout-Manuel.
Councilmember Clinton Taylor arrived at 5:42pm.

Mayor Nancy Backus and the following staff members present included: Acting City Attorney Harry Boesche, Chief of Police Mark Caillier, Assistant Chief of Police Samuel Betz, Director of Public Works Ingrid Gaub, Assistant Director of Public Works Jacob Sweeting, Director of Human Resources and Risk Management Candis Martinson, Outside Counsel Bob Sterbank, Senior Project Engineer Matt Larson, Utilities Engineering Manager Ryan Vondrak, Business Systems Analyst Chrissy Malave, and Deputy City Clerk Hannah Scholl.

1. Executive Session

Deputy Mayor Brown adjourned into an executive session at 5:34 p.m. per RCW 42.30.110(1)(b), to consider the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price and RCW 42.30.110(1)(ii) and (iii), to discuss with legal counsel litigation that the agency reasonably believes may be commenced by the City, and to discuss the legal risks of a proposed action when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency; and RCW 42.30.110(1)(g) To evaluate the qualifications of an applicant for public employment for 40 minutes. Councilmembers, Mayor Backus,

Senior City Staff Attorney Doug Ruth, Director of Public Works Ingrid Gaub, Assistant Director of Public Works Jacob Sweeting, Director of Human Resources and Risk Management Candis Martinson, and Outside Counsel Bob Sterbank from Foster Garvey were required to attend.

Deputy Mayor Brown extended the executive session by 5 additional minutes.

Deputy Mayor Brown reconvened the meeting at 6:21 p.m.

III. AGENDA MODIFICATIONS

There were no modifications to the agenda.

IV. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

The City received one written comment regarding Ordinance No. 6931:

Jasbir Khara, Auburn

They expressed concerns regarding the condemnation of real property located at 3240 Auburn Way South including taxes, loss of business during construction, and damage to their property.

A. REDI Report Out

Councilmember Baldwin provided Council with an update of the REDI Coalition.

V. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Department Overview - Police (Caillier) (30 Minutes)

Chief Caillier and Assistant Chief Betz provided Council with an overview of the Police Department including budget, recruitment and hiring process, they discussed the different divisions within the Department including Patrol, Investigations, Administrative Services, and Inspectional Services, as well as an overview of duties assigned to each division. They also discussed training, Regional Teams and Task Forces, Valley Communications, SCORE Jail, and the Police Advisory Committee (PAC). They discussed challenges the Department has faced and future challenges.

Council discussed the Muckleshoot Substation, uniforms, property crimes, eGIS crime mapping, frequency of staff meetings, number of officers on duty in each district, and the take home vehicle program.

VI. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

A. 2023 End of Year Capital Projects Wrap Up and 2024 Preview (Gaub) (15 Minutes)

Councilmember T.Taylor Chaired this portion of the meeting.

Assistant Director Sweeting and Senior Engineer Larson provided Council with an overview of the 2023 End of Year Capital Projects and the 2024 Capital Projects preview including the 2023 project statistics, and current project statistics. They discussed the upcoming projects for 2024 including CP2231 Lake Tapps Pkwy/Sumner Tapps Hwy E Preservation, CP2117 A Street Loop, CP2125 D Street SE & 23rd Street SE Storm Improvements, CP1603 Coal Creek Springs Transmission Replacement, CP2315 R Street SE Preservation - 33rd Street SE to 37th Street SE, CP2213 Runway & Taxiway Improvements and RSA Grading, CP2123 C Street SW Preservation, CP2110 Regional Growth Center Access Improvements, and CP2022 Garden Avenue Realignment.

Council discussed Project CP2315, landscaping on roadway medians, closure of the Airport Runway during Project CP2213, and Project CP2022.

B. Engineering Design Standards Update (Gaub) (15 Minutes)

Assistant Director Sweeting and Manager Vondrak provided Council with an update of the Engineering Design Standards including the current design standards and proposed design standards relating to walls, water main upsizing, water main velocities, private fire hydrants, hydraulic analysis, and the purpose for each of these proposed updates.

Council discussed private fire hydrants.

C. Ordinance No. 6931 (Gaub) (20 Minutes)

An Ordinance providing for the acquisition by Eminent Domain of Property located near or adjacent to Auburn Way South within the City of Auburn, Washington for Roadway Widening Improvements for Project No. CP1622, Auburn Way South Widening – Hemlock Street SE to Poplar Street SE; declaring public use and necessity; and providing for severability and an effective date

Assistant Director Sweeting provided Council with an overview of Ordinance No. 6931 including the process of negotiating acquisition of property rights needed for City Project CP1622 - Auburn Way South Hemlock to Poplar Widening, a summary of CP1622, need for Ordinance action, project schedule, and next steps.

Council discussed impacts to businesses during construction.

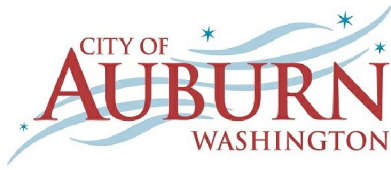
VII. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:12 p.m.

APPROVED this 5th day of February, 2024.

LARRY BROWN, DEPUTY MAYOR Hannah Scholl, Deputy City Clerk

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.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)

Date:

January 30, 2024

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claims voucher list dated January 31, 2024 which includes voucher number 474733 and voucher 474736 through voucher 474874, in the amount of \$2,848,503.88, and five wire transfers in the amount of \$336,743.99.

Claims voucher list dated January 31, 2024 which includes voucher number 474732, voucher number 474734 through 474735 and voucher 474875 through voucher 474964, in the amount of \$3,914,604.91, and two wire transfers in the amount of \$4,220,590.30.

Reviewed by Council Committees:

Councilmember: Kate Baldwin

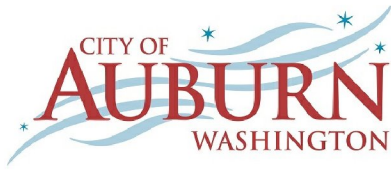
Staff:

Jamie Thomas

Meeting Date: February 5, 2024

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Voucher (Thomas)

Date:

January 30, 2024

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:**Background for Motion:**

Approve Payroll Vouchers.

Background Summary:

Payroll check numbers 539563 through 539564 in the amount of \$645,117.14, electronic deposit transmissions in the amount of \$2,563,916.11, for a grand total of \$3,209,033.25 for the period covering January 11, 2024 to January 31, 2024.

Reviewed by Council Committees:

Councilmember: Kate Baldwin

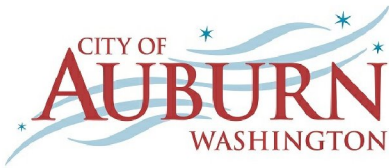
Staff:

Jamie Thomas

Meeting Date: February 5, 2024

Item Number:

CA.E



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6931 (Gaub)

Date:

January 30, 2024

Department:

Public Works

Attachments:

[Ordinance No. 6931](#)

[Vicinity Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to approve Ordinance No. 6931.

Background for Motion:

This Ordinance provides for acquisition of property rights for the Auburn Way South Widening Project through condemnation from 12 properties owned by 9 different parties. Needed property rights include rights-of-way, temporary and permanent easements.

Background Summary:

The City is in the process of negotiating acquisition of property rights needed for City Project CP1622- Auburn Way South Hemlock to Poplar Widening (Project). Ordinance No. 6931 declares public use and necessity regarding the Project and authorizes condemnation action for properties for which negotiations have not yet led to agreement and closing. Property owners have been given notice of the ordinance in accordance with state law. First reading and discussion of this ordinance occurred at the City Council Study Session on January 22nd, 2024.

This project will widen Auburn Way South from Hemlock Street SE to Poplar Street SE to include two vehicle travel lanes in each direction and a center turn lane or median. The roadway widening will connect to the roundabout recently constructed by the Auburn School District with the re-construction of Chinook Elementary School. The project will also construct new 10-foot-wide sidewalks, street lighting, surface water management, transit stop improvements, noise walls, an enhanced pedestrian crossing, and re-alignment of Poplar Street SE. Project construction is planned to start later this year.

Reviewed by Council Committees:

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

Meeting Date: February 5, 2024

Item Number: ORD.A

ORDINANCE NO. 6931

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF PROPERTY LOCATED NEAR OR ADJACENT TO AUBURN WAY SOUTH WITHIN THE CITY OF AUBURN, WASHINGTON FOR ROADWAY WIDENING IMPROVEMENTS FOR PROJECT NO. CP1622, AUBURN WAY SOUTH WIDENING – HEMLOCK STREET SE TO POPLAR STREET SE; DECLARING PUBLIC USE AND NECESSITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, efforts are being made to obtain property rights which need to be acquired in connection with the Project, including having the property appraised and negotiating reasonable amounts of compensation to be paid for the property to be acquired; and

WHEREAS, the City of Auburn is a noncharter optional municipal code city incorporated and organized under Title 35A RCW, and authorized to acquire and/or appropriate title to lands and other real property through the exercise of eminent domain within and without its corporate limits for public purposes pursuant to Chapter 8.12 RCW; and

WHEREAS, in the interest of improving Auburn Way South, the City of Auburn has identified a street improvement project, Project No. CP1622, Auburn Way South Widening – Hemlock Street SE to Poplar Street SE (the “Project”), in compliance with the goals set forth in the City's Comprehensive Plan; and

WHEREAS, the Project involves widening and other improvements to Auburn Way South to serve the public, for which the acquisition of certain real property and/or real property rights is necessary for the completion of the public uses of the Project; and

WHEREAS, for this Project, the City determined that acquisition of certain specific rights and interests from the real properties and owners, identified in this paragraph, is necessary to accomplish and construct the Project, as follows:

Tax Parcel #	Owner Name	Situs Address
212105-9077-04	Pind LLC Dr. Jasbir Khera	3240 Auburn Way S. Auburn, WA 98092
212105-9157-07	James Jeong Sung Ja Jeong	3312 Auburn Way S. Auburn, WA 98092
212105-9159-05	James Jeong Sung Ja Jeong	3366 Auburn Way S. Auburn, WA 98092
212105-9067-06	Puget Sound Energy	3614 Auburn Way S. Auburn, WA 98092
212105-9019-05	Clearwater Ridge Inc	3702 Auburn Way S. Auburn, WA 98092
212105-9068	Audrey Nguyen Thai Nguyen Thai and Audrey Nguyen, LLC	3415 Auburn Way S. Auburn, WA 98092
212105-9108	Transformation Center Church	3535 Auburn Way S. Auburn, WA 98092
212105-9113-00	Auburn Way TNC LLC Karl Neiders	3605 Auburn Way S. Auburn, WA 98092
212105-9109-06	Auburn Way TNC LLC Karl Neiders	3607 Auburn Way S. Auburn, WA 98092
212105-9035-05	Auburn Way TNC LLC Karl Neiders	3611 Auburn Way S. Auburn, WA 98092
212105-9081-08	Alfredo Garcia Alfonso Garcia	3621 Auburn Way S. Auburn, WA 98092
212105-9103-02	Mythili Ramachandran	2431 Poplar St. SE Auburn, WA 98092

and;

WHEREAS, the real properties identified above are all located within the City of Auburn, Washington and are referred to in this Ordinance as the "Parcels," and those specific rights and interests needed by the City of Auburn for the Project are referred to in this Ordinance as the "Real Property Take"; and

WHEREAS, the legal definition of the Parcels, and the legal definition and survey drawings of the Real Property Take(s) needed from each of them, are set forth in Attachment 1 attached to and incorporated into this Ordinance by reference; and

WHEREAS, the City appraised the fair market value of the Real Property Take; and

WHEREAS, the City negotiated in good faith with the owners of the Parcels for the acquisition of the Real Property Take; and

WHEREAS, the City to date has been unable to reach a negotiated resolution with said owners, and

WHEREAS, while this Ordinance authorizes condemnation, the City Council does hereby express its intent that negotiations continue in regard to the Real Property Take; and

WHEREAS, the City complied with the notice requirements set forth in RCW 8.25.290 by providing notice to the every property owner of record as indicated on the tax rolls of the county to the address provided on such tax rolls, for each property potentially subject to condemnation, at least fifteen days before the final action adopting this ordinance, and through publication once per week for two weeks, prior to the passage of a motion adopting this Ordinance and authorizing condemnation as provided herein; and

WHEREAS, payment of just compensation and costs of litigation should be made from the City's general fund or from such other monies that the City may have available or attain for the acquisition;

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

Section 1. Incorporation of Recitals. The recitals set forth above are hereby adopted and incorporated herein as if set forth in full.

Section 2. Public Use and Necessity Declared. The City Council of the City of Auburn finds and declares that: (i) the Project for roadway widening and other improvement purposes is a public use; (ii) the acquisition of the rights and interests in the Real Property Take legally described and depicted in Attachment 1 is necessary for the construction of the Project; and (iii) the acquisition of the Real Property Take and the construction of the Project are in the best interests of the residents and taxpayers of the City of Auburn.

Section 3. Acquisition. The City Council of the City of Auburn authorizes the acquisition, condemnation and taking of the Real Property Take as legally described and depicted in Attachment 1 hereto. The City Council authorizes the acquisition of the Real Property Take under threat of condemnation or by initiation of legal action for condemnation to acquire the Real Property Take as necessary for the commencement and completion of the Project, subject to the making or paying of just compensation to the owner(s) thereof in the manner provided by law.

Section 4. Reservation of Rights. Nothing in this ordinance limits the City in its identification and acquisition of property and property rights necessary for this public purpose. The City reserves the right to acquire additional or different properties as needed for the Project, and may adopt additional ordinances in the future authorizing acquisition by eminent domain of properties not included in Attachment 1 herein but likewise necessary for the Project, which is a public use.

Section 5. Authority of Mayor. The Mayor, by and through her designees, is authorized to continue negotiations for the acquisition of property and property rights, initiate and prosecute such causes of actions and legal proceedings in the manner provided by law to condemn, take, damage and appropriate the Real Property Take, and take such other actions and implement such administrative procedures as may in her discretion be necessary to carry out the provisions of this ordinance. In conducting said negotiations and initiating and prosecuting said condemnation proceedings, the Auburn City Attorney, by and through her designees, and/or special counsel Bob C. Sterbank and Kinnon W. Williams of Foster Garvey PC, are hereby authorized to enter into stipulations for the Real Property Take. Settlement of any actions by the Mayor shall be made only upon the recommendation of legal counsel.

Section 6. Compensation. The compensation to be paid to the owners of the Real Property Take acquired through this condemnation action shall be paid from the City's general fund or from such other monies that the City may have available or attain for the acquisition.

Section 7. Severability. If any section, subsection, sentence, clause, phrase or work of this ordinance should be held to be invalid or unconstitutional by a court or competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the constitutionality or validity of any other section, subsection, sentence, clause, phrase or word of this ordinance, nor its application to other persons or circumstances.

Section 8. Effective Date. This ordinance shall be in full force and effect five (5) days after publication of a summary of this ordinance in the City's official newspaper. The summary shall consist of this ordinance's title.

Section 9. Corrections by City Clerk. Upon approval of the City Attorney, the Auburn City Clerk is authorized to make necessary corrections to this Ordinance, including the correction of clerical errors in the body of this Ordinance or attachments/exhibit(s) hereto; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

INTRODUCED: _____
PASSED: _____
APPROVED: _____

ATTEST:

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

Harry Boesche, Acting City Attorney

PUBLISHED: _____

ATTACHMENT 1

Property Owners / Tax Parcels / ROW Way Take

Property Owner: Pind LLC
Tax Parcel: 212105-9077-04

EXHIBIT A
PARCEL LEGAL DESCRIPTION
Tax Parcel 212105-9077-04

PARCEL B, CITY OF AUBURN LOT LINE ADJUSTMENT NO. LLA-0037-90, RECORDED UNDER RECORDING NUMBER 9102210877, IN KING COUNTY, WASHINGTON.

FA No.
Parcel No. 212105-9077-04

EXHIBIT B
RIGHT OF WAY ACQUISITION AREA
LEGAL DESCRIPTION
Tax Parcel 212105-9077-04

THAT PORTION OF PARCEL B, CITY OF AUBURN LOT LINE ADJUSTMENT NO. LLA-0037-90, RECORDED UNDER RECORDING NUMBER 9102210877, IN KING COUNTY, WASHINGTON;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT ALSO BEING THE NORTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NO. 5);

THENCE ALONG THE WEST LINE OF SAID PARCEL, NORTH 01°09'36" EAST 16.02 FEET;

THENCE DEPARTING SAID WEST LINE, SOUTH 88°57'31" EAST 10.00 FEET;

THENCE SOUTH 00°57'18" WEST 4.00 FEET TO A LINE PARALLEL WITH AND 12.00 FEET NORTH OF SAID NORTH MARGIN;

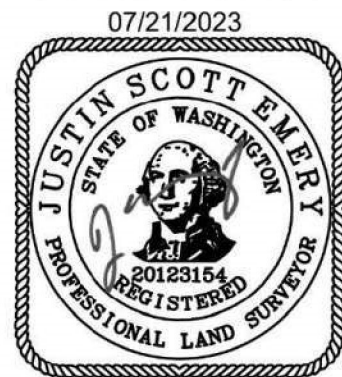
THENCE ALONG SAID PARALLEL LINE, SOUTH 89°02'42" EAST 115.38 FEET TO THE EAST LINE OF SAID PARCEL;

THENCE ALONG SAID EAST LINE, SOUTH 01°37'47" WEST 6.00 FEET TO THE NORTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NO. 5);

THENCE ALONG SAID NORTH MARGIN, SOUTH 01°37'47" WEST 6.00 FEET;

THENCE CONTINUING ALONG SAID NORTH MARGIN, NORTH 89°02'42" WEST 125.29 FEET TO THE POINT OF BEGINNING.

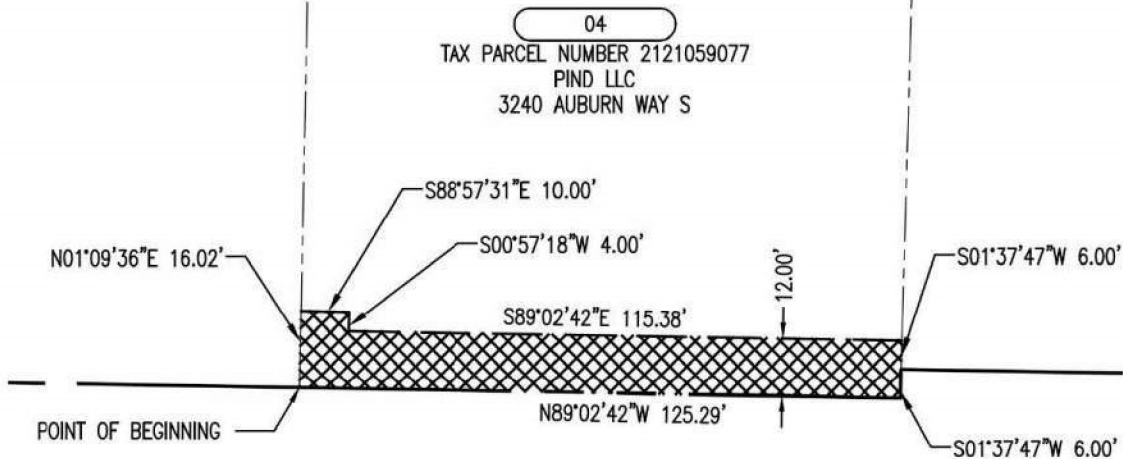
SAID RIGHT OF WAY CONTAINS 1,544 SQUARE FEET, MORE OR LESS



FA No.
Parcel No. 212105-9077-04

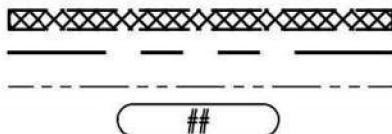
EXHIBIT C
RIGHT OF WAY ACQUISITION AREA DRAWING
Tax Parcel 212105-9077-04

**A PORTION OF THE SW 1/4 OF SW 1/4,
 SEC. 21, T. 21 N, R. 05 E, W.M.
 CITY OF AUBURN, KING COUNTY, WASHINGTON**

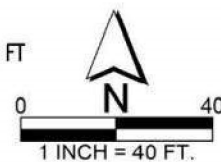


**AUBURN WAY SOUTH
 (PRIMARY STATE HIGHWAY NO. 5)**

LEGEND



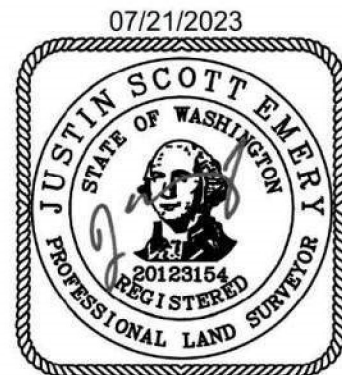
RIGHT OF WAY ACQUISITION AREA=1,544 SQ FT
 RIGHT OF WAY
 PARCEL LINE
 PARCEL NUMBER



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 P 253.604.6600
 WWW.PARAMETRIX.COM
 PROJECT NUMBER 214-1931-044



FA No.
 Parcel No. 212105-9077-04

EXHIBIT D
TEMPORARY CONSTRUCTION EASEMENT AREA
LEGAL DESCRIPTION
Tax Parcel 212105-9077-04

THAT PORTION OF PARCEL B, CITY OF AUBURN LOT LINE ADJUSTMENT NO. LLA-0037-90, RECORDED UNDER RECORDING NUMBER 9102210877, IN KING COUNTY, WASHINGTON;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT ALSO BEING THE NORTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NO. 5);

THENCE ALONG THE WEST LINE OF SAID PARCEL, NORTH 01°09'36" EAST 16.02 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID WEST LINE, SOUTH 88°57'31" EAST 10.00 FEET;

THENCE SOUTH 00°57'18" WEST 4.00 FEET TO A LINE PARALLEL WITH AND 12.00 FEET NORTH OF SAID NORTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°02'42" EAST 115.38 FEET TO THE EAST LINE OF SAID PARCEL;

THENCE ALONG SAID EAST LINE, NORTH 01°37'47" EAST 5.00 FEET TO A LINE PARALLEL WITH AND 17.00 FEET NORTH OF SAID NORTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, NORTH 89°02'42" WEST 125.43 FEET TO THE WEST LINE OF SAID PARCEL;

THENCE ALONG SAID WEST LINE, SOUTH 01°09'36" WEST 0.98 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 587 SQUARE FEET, MORE OR LESS

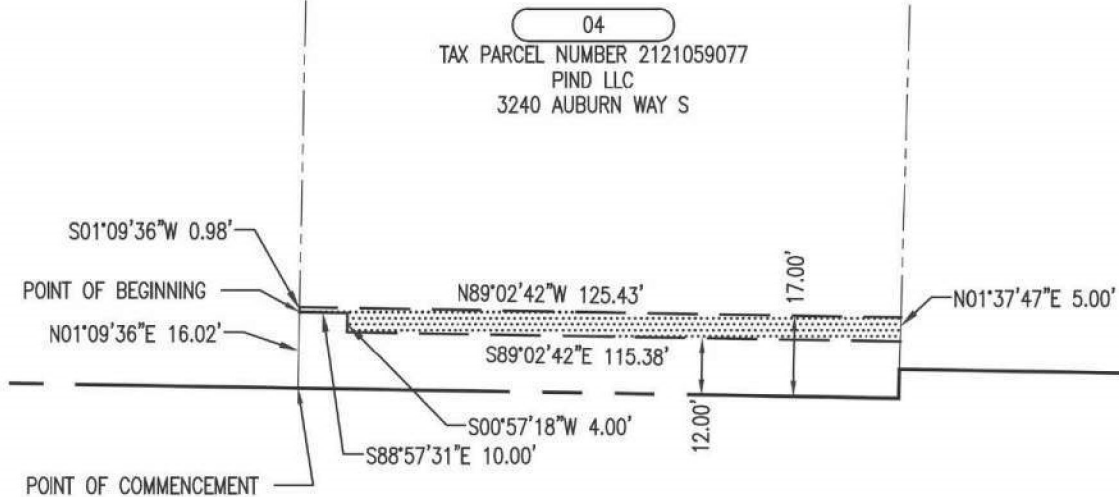
07/21/2023



FA No.
Parcel No.: 212105-9077-04

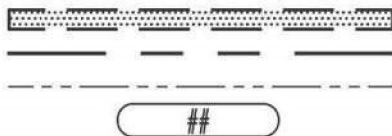
EXHIBIT E
TEMPORARY CONSTRUCTION EASEMENT DRAWING
Tax Parcel 212105-9077-04

**A PORTION OF THE SW 1/4 OF SW 1/4,
SEC. 21, T. 21 N, R. 05 E, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON**

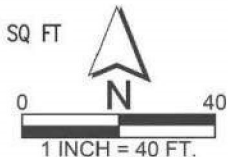


**AUBURN WAY SOUTH
(PRIMARY STATE HIGHWAY NO. 5)**

LEGEND



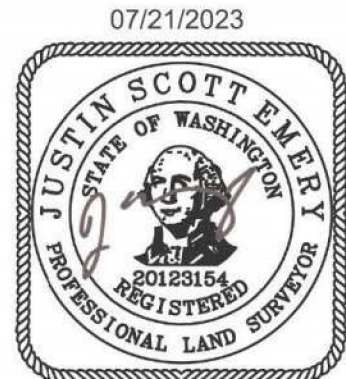
TEMPORARY CONSTRUCTION EASEMENT AREA=587 SQ FT
RIGHT OF WAY
PARCEL LINE
PARCEL NUMBER



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PROJECT NUMBER 214-1931-044



FA No.
Parcel No.: 212105-9077-04

Property Owners: James and Sung Ja Jeong
Tax Parcels: 212105-9157-07 and 212105-9159-05

EXHIBIT A
PARCEL LEGAL DESCRIPTION
Tax Parcel 212105-9157-07

LOT A OF LOT LINE ADJUSTMENT NO. LLA-0007-99, RECORDED UNDER KING COUNTY RECORDING
NUMBER 9903252129, IN KING COUNTY, WASHINGTON.

FA No.
Parcel No. 212105-9157-07

EXHIBIT A
PARCEL LEGAL DESCRIPTION
Tax Parcel 212105-9159-05

LOT B OF LOT LINE ADJUSTMENT NO. LLA-0007-99, RECORDED UNDER KING COUNTY RECORDING
NUMBER 9903252129, IN KING COUNTY, WASHINGTON.

FA No.
Parcel No. 212105-9159-05

EXHIBIT B
RIGHT OF WAY ACQUISITION AREA
LEGAL DESCRIPTION
Tax Parcel 212105-9157-07

THAT PORTION OF LOT A OF LOT LINE ADJUSTMENT NO. LLA-0007-99, RECORDED UNDER KING COUNTY RECORDING NUMBER 9903252129, IN KING COUNTY, WASHINGTON.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT, SAID POINT ALSO BEING THE NORTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NUMBER 5);

THENCE ALONG THE WEST LINE OF SAID LOT, NORTH 01°37'47" EAST 6.00 FEET TO A LINE PARALLEL WITH AND 6.00 FEET NORTH OF SAID NORTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°02'42" EAST 92.49 FEET;

THENCE NORTH 00°57'19" EAST 4.00 FEET TO A LINE PARALLEL WITH AND 10.00 FEET NORTH OF SAID NORTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°02'42" EAST 10.00 FEET;

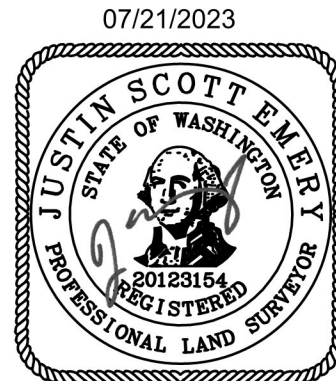
THENCE SOUTH 00°57'19" WEST 4.00 FEET TO A LINE PARALLEL WITH AND 6.00 FEET NORTH OF SAID NORTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°02'42" EAST 141.43 FEET TO THE EAST LINE OF SAID LOT;

THENCE ALONG SAID EAST LINE SOUTH 01°27'02" WEST 6.00 FEET TO THE NORTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NUMBER 5);

THENCE ALONG SAID NORTH MARGIN NORTH 89°02'42" WEST 243.93 FEET TO THE POINT OF BEGINNING.

SAID RIGHT OF WAY CONTAINS 1,504 SQUARE FEET, MORE OR LESS



FA No.
Parcel No. 212105-9157-07

EXHIBIT B
RIGHT OF WAY ACQUISITION AREA
LEGAL DESCRIPTION
Tax Parcel 212105-9159-05

THAT PORTION OF LOT B OF LOT LINE ADJUSTMENT NO. LLA-0007-99, RECORDED UNDER KING COUNTY RECORDING NUMBER 9903252129, IN KING COUNTY, WASHINGTON.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT, SAID POINT ALSO BEING THE NORTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NUMBER 5);

THENCE ALONG THE WEST LINE OF SAID LOT, NORTH 01°27'02" EAST 6.00 FEET TO A LINE PARALLEL WITH AND 6.00 FEET NORTH OF SAID NORTH MARGIN;

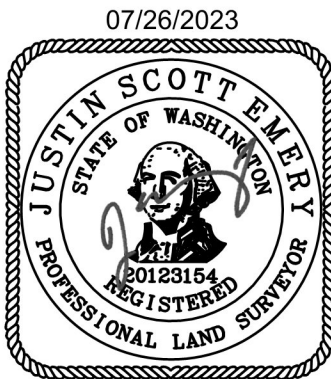
THENCE ALONG SAID PARALLEL LINE, SOUTH 89°02'42" EAST 33.12 FEET;

THENCE SOUTH 89°39'22" EAST 46.89 FEET TO THE EAST LINE OF SAID LOT;

THENCE ALONG SAID EAST LINE, SOUTH 01°27'02" WEST 6.50 FEET TO THE NORTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NUMBER 5);

THENCE ALONG SAID NORTH MARGIN, NORTH 89°02'42" WEST 80.00 FEET TO THE POINT OF BEGINNING.

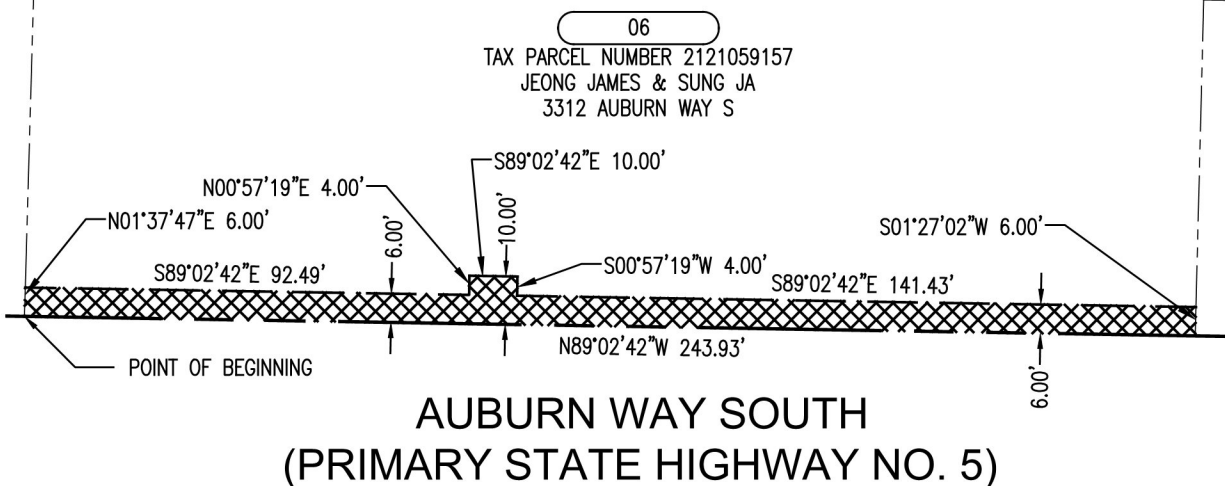
SAID RIGHT OF WAY CONTAINS 492 SQUARE FEET, MORE OR LESS



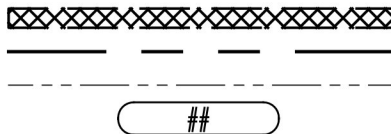
FA No.
Parcel No. 212105-9159-05

EXHIBIT C
RIGHT OF WAY ACQUISITION AREA DRAWING
Tax Parcel 212105-9157-07

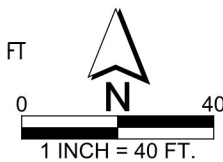
A PORTION OF THE SW 1/4 OF SW 1/4,
SEC. 21, T. 21 N, R. 05 E, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON



LEGEND



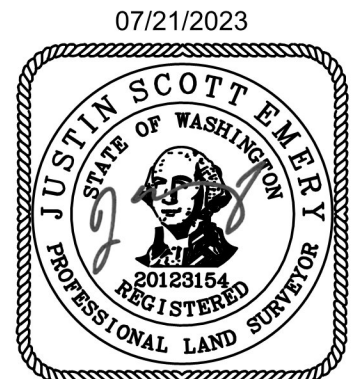
RIGHT OF WAY ACQUISITION AREA=1,504 SQ FT
RIGHT OF WAY
PARCEL LINE
PARCEL NUMBER



Parametrix

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

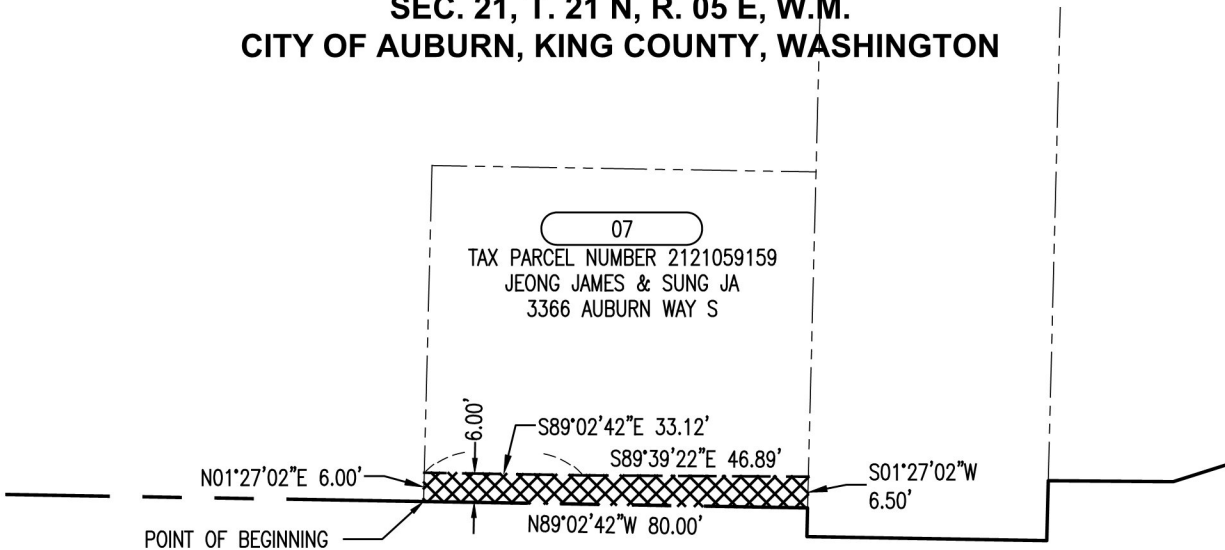
1019 39TH AVENUE SE, SUITE 100 | PUYALLUP, WA 98374
P 253.604.6600
WWW.PARAMETRIX.COM
PROJECT NUMBER 214-1931-044



FA No.
Parcel No. 212105-9157-07

EXHIBIT C
RIGHT OF WAY ACQUISITION AREA DRAWING
Tax Parcel 212105-9159-05

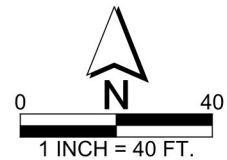
**A PORTION OF THE SW 1/4 OF SW 1/4,
 SEC. 21, T. 21 N, R. 05 E, W.M.
 CITY OF AUBURN, KING COUNTY, WASHINGTON**



**AUBURN WAY SOUTH
 (PRIMARY STATE HIGHWAY NO. 5)**

LEGEND

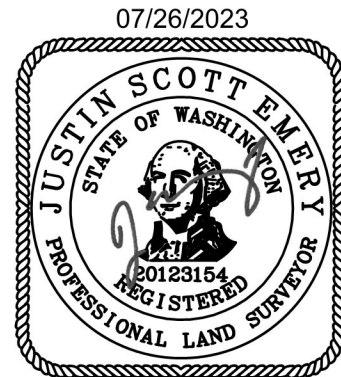
	RIGHT OF WAY ACQUISITION AREA=492 SQ FT
	RIGHT OF WAY
	PARCEL LINE
	PARCEL NUMBER



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 P 253.604.6600
 WWW.PARAMETRIX.COM
 PROJECT NUMBER 214-1931-044



FA No.
 Parcel No. 212105-9159-05

EXHIBIT D
TEMPORARY CONSTRUCTION EASEMENT AREA
LEGAL DESCRIPTION
Tax Parcel 212105-9157-07

THAT PORTION OF LOT A OF LOT LINE ADJUSTMENT NO. LLA-0007-99, RECORDED UNDER KING COUNTY RECORDING NUMBER 9903252129, IN KING COUNTY, WASHINGTON.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT, SAID POINT ALSO BEING THE NORTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NUMBER 5);

THENCE ALONG THE WEST LINE OF SAID LOT, NORTH 01°37'47" EAST 6.00 FEET TO THE POINT OF BEGINNING AND A LINE PARALLEL WITH AND 6.00 FEET NORTH OF SAID NORTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°02'42" EAST 92.49 FEET;

THENCE NORTH 00°57'19" EAST 4.00 FEET TO A LINE PARALLEL WITH AND 10.00 FEET NORTH OF SAID NORTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°02'42" EAST 10.00 FEET;

THENCE SOUTH 00°57'19" WEST 4.00 FEET TO A LINE PARALLEL WITH AND 6.00 FEET NORTH OF SAID NORTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°02'42" EAST 141.43 FEET TO THE EAST LINE OF SAID LOT;

THENCE ALONG SAID EAST LINE NORTH 01°27'02" EAST 6.00 FEET TO A LINE PARALLEL WITH AND 12.00 FEET NORTH OF SAID NORTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, NORTH 89°02'42" WEST 243.90 FEET TO THE WEST LINE OF SAID LOT;

THENCE ALONG SAID WEST LINE, SOUTH 01°37'47" WEST 6.00 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT
CONTAINS 1,423 SQUARE FEET, MORE OR LESS

07/21/2023



FA No.
Parcel No: 212105-9157-07

EXHIBIT D
TEMPORARY CONSTRUCTION EASEMENT AREA
LEGAL DESCRIPTION
Tax Parcel 212105-9159-05

THAT PORTION OF LOT B OF LOT LINE ADJUSTMENT NO. LLA-0007-99, RECORDED UNDER KING COUNTY RECORDING NUMBER 9903252129, IN KING COUNTY, WASHINGTON.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT, SAID POINT ALSO BEING THE NORTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NUMBER 5);

THENCE ALONG THE WEST LINE OF SAID LOT, NORTH 01°27'02" EAST 6.00 FEET TO THE POINT OF BEGINNING AND A LINE PARALLEL WITH AND 6.00 FEET NORTH OF SAID NORTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°02'42" EAST 33.12 FEET;

THENCE SOUTH 89°39'22" EAST 46.89 FEET TO THE EAST LINE OF SAID LOT;

THENCE ALONG SAID EAST LINE, NORTH 01°27'02" EAST 5.50 FEET TO A LINE PARALLEL WITH AND 12.00 FEET NORTH OF SAID NORTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, NORTH 89°02'42" WEST 80.00 FEET TO THE WEST LINE OF SAID LOT;

THENCE ALONG SAID WEST LINE SOUTH 01°27'02" WEST 6.00 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 468 SQUARE FEET, MORE OR LESS

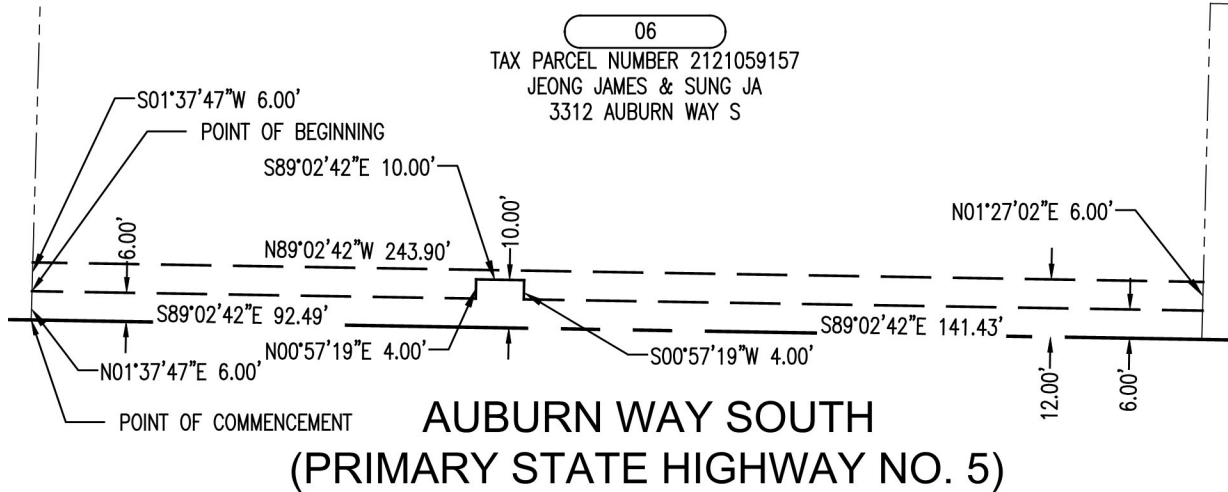


07/26/2023

FA No.
Parcel No: 212105-9159-05

EXHIBIT E
TEMPORARY CONSTRUCTION EASEMENT DRAWING
Tax Parcel 212105-9157-07

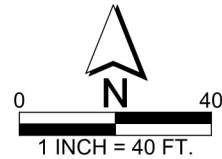
**A PORTION OF THE SW 1/4 OF SW 1/4,
 SEC. 21, T. 21 N, R. 05 E, W.M.
 CITY OF AUBURN, KING COUNTY, WASHINGTON**



LEGEND



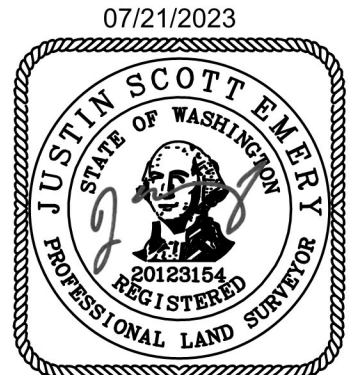
TEMPORARY CONSTRUCTION EASEMENT AREA=1,423 SQ FT
 RIGHT OF WAY
 PARCEL LINE
 PARCEL NUMBER



Parametrix

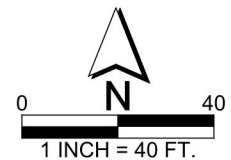
ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

1019 39TH AVENUE SE, SUITE 100 | PUYALLUP, WA 98374
 P 253.604.6600
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 PROJECT NUMBER 214-1931-044



FA No.
 Parcel No: 212105-9157-07

**A PORTION OF THE SW 1/4 OF SW 1/4,
SEC. 21, T. 21 N, R. 05 E, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON**



TEMPORARY CONSTRUCTION EASEMENT AREA=468 SQ FT
RIGHT OF WAY
PARCEL LINE
PARCEL NUMBER

Page 46 of 168

Property Owner: Puget Sound Energy

Tax Parcel: 212105-9067-06

EXHIBIT A
PARCEL LEGAL DESCRIPTION
Tax Parcel 212105-9067-06

LOT 4, CITY OF AUBURN SHORT PLAT NO. SPL0003-96, RECORDED UNDER RECORDING NO. 9703060507,
RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 6.0 FEET THEREOF FOR ENUMCLAW-AUBURN ROAD (A.K.A. AUBURN WAY S.),
PRIMARY STATE HIGHWAY NO. 5.

FA No.
Parcel No. 212105-9067-06

EXHIBIT B
RIGHT OF WAY ACQUISITION AREA
LEGAL DESCRIPTION
Tax Parcel 212105-9067-06

THAT PORTION OF LOT 4, CITY OF AUBURN SHORT PLAT NO. SPL0003-96, RECORDED UNDER RECORDING NO. 9703060507, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 6.0 FEET THEREOF FOR ENUMCLAW-AUBURN ROAD (A.K.A. AUBURN WAY S.), PRIMARY STATE HIGHWAY NO. 5.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4, SAID POINT BEING ON THE NORTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NO. 5);

THENCE ALONG WEST LINE OF SAID LOT 4, NORTH 01°12'34" EAST, 15.50 FEET;

THENCE DEPARTING SAID WEST LINE, ALONG A LINE PARALLEL WITH AND 15.50 FEET NORTHERLY FROM SAID NORTH MARGIN SOUTH 89°02'42" EAST, 21.83 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 621.00 FEET;

THENCE CONTINUING EASTERLY ALONG THE ARC OF SAID TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°12'52", AN ARC DISTANCE OF 110.71 FEET TO THE EAST LINE OF SAID LOT 4;

THENCE ALONG SAID EAST LINE SOUTH 01°12'34" WEST 14.53 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, SAID POINT BEING ON SAID NORTH MARGIN AND ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 609.14 FEET, THE RADIAL LINE OF WHICH BEARS NORTH 10°44'22" EAST;

THENCE WESTERLY ALONG SAID NORTH MARGIN, ALONG THE ARC OF SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 09°47'04", AN ARC DISTANCE OF 104.02 FEET;

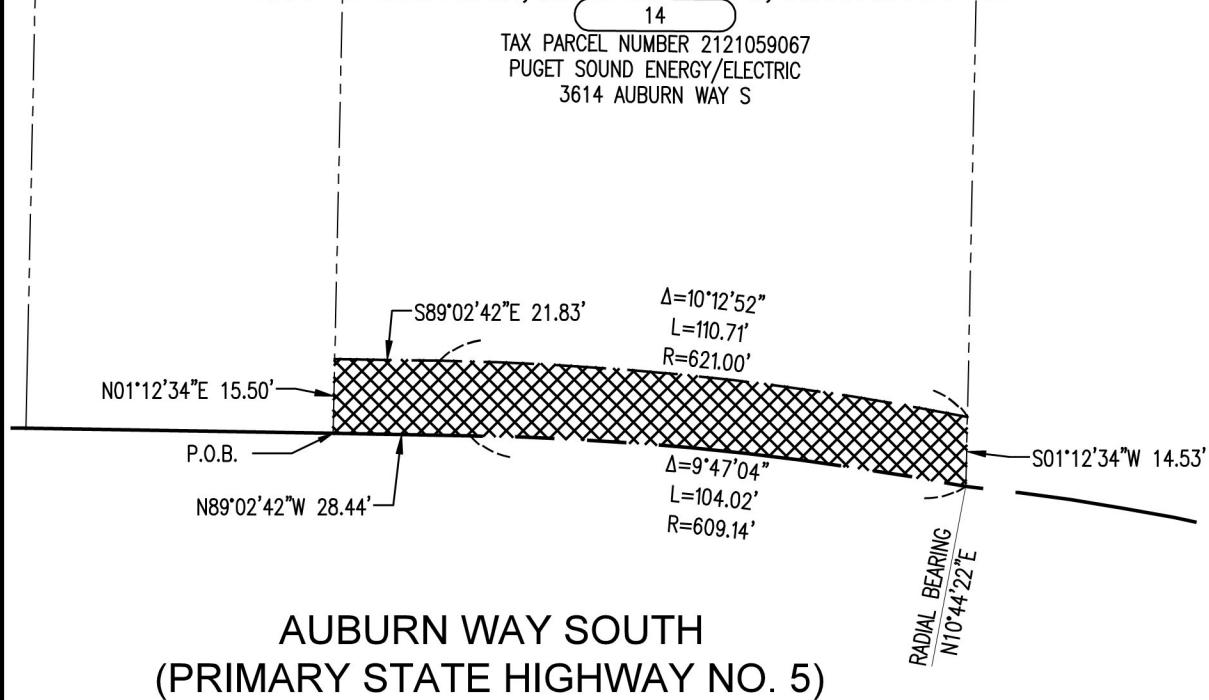
THENCE CONTINUING ALONG SAID NORTH MARGIN NORTH 89°02'42" WEST, 28.44 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

RIGHT OF WAY ACQUISITION AREA CONTAINS
1,991 SQUARE FEET, MORE OR LESS

FA No.
Parcel No. 212105-9067-06

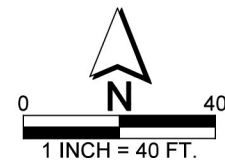
EXHIBIT C
RIGHT OF WAY ACQUISITION AREA DRAWING
Tax Parcel 212105-9067-06

**A PORTION OF THE SE 1/4 OF SW 1/4,
 SEC. 21, T. 21 N, R. 05 E, W.M.
 CITY OF AUBURN, KING COUNTY, WASHINGTON**



LEGEND

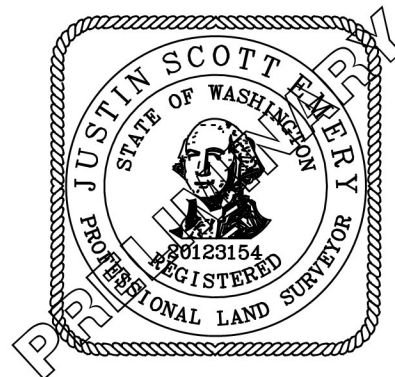
	RIGHT OF WAY ACQUISITION AREA=1,991 SQ FT
	RIGHT OF WAY
	PARCEL LINE
	POINT OF BEGINNING
	PARCEL NUMBER



Parametrix

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 PROJECT NUMBER 214-1931-044



FA No.
 Parcel No. 212105-9067-06

EXHIBIT D
TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION AREA
Tax Parcel 212105-9067-06

THAT PORTION OF LOT 4, CITY OF AUBURN SHORT PLAT NO. SPL0003-96, RECORDED UNDER RECORDING NO. 9703060507, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 6.0 FEET THEREOF FOR ENUMCLAW-AUBURN ROAD (A.K.A. AUBURN WAY S.), PRIMARY STATE HIGHWAY NO. 5.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE NORTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NO. 5);

THENCE DEPARTING SAID NORTH MARGIN ALONG THE WEST LINE OF SAID PARCEL NORTH 01°12'34" EAST, 15.50 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID WEST LINE, ON A LINE PARALLEL WITH AND 15.50 FEET NORTHERLY FROM SAID NORTH MARGIN SOUTH 89°02'42" EAST, 21.83 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 621.00 FEET;

THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°12'52", AN ARC DISTANCE OF 110.71 FEET TO THE EAST LINE OF SAID PARCEL;

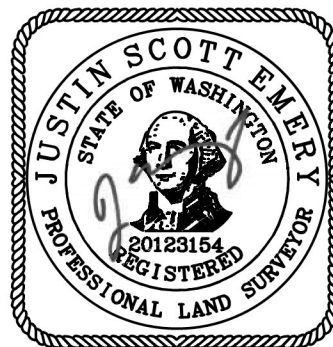
THENCE ALONG SAID EAST LINE NORTH 01°12'34" EAST 13.19 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 634.02, THE RADIAL LINE OF WHICH BEARS NORTH 10°57'48" EAST;

THEN DEPARTING SAID EAST LINE, WESTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°00'28", AN ARC DISTANCE OF 110.74 FEET;

THENCE NORTH 89°02'42" WEST, 21.78 FEET TO THE WEST LINE OF SAID PARCEL;

THENCE ALONG SAID WEST LINE SOUTH 01°12'34" WEST 13.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

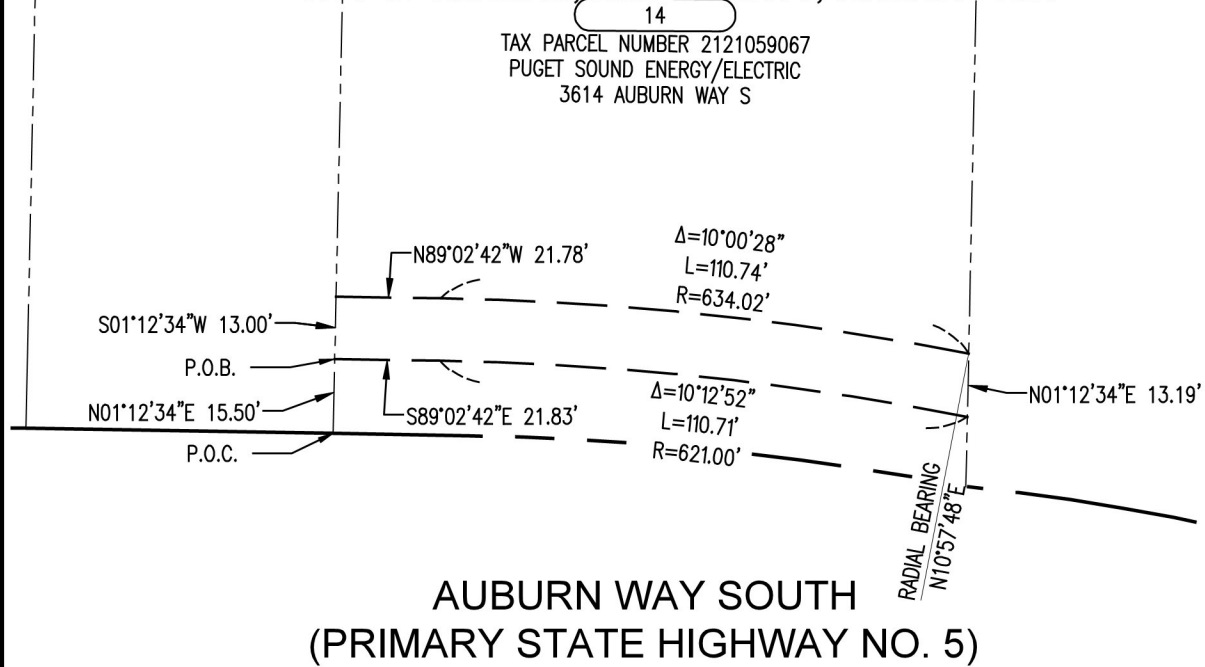
TEMPORARY CONSTRUCTION EASEMENT AREA
CONTAINS 1,723 SQUARE FEET, MORE OR LESS



FA No.
Parcel No: 212105-9067-06

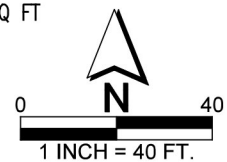
EXHIBIT E
TEMPORARY CONSTRUCTION EASEMENT DRAWING
Tax Parcel 212105-9067-06

**A PORTION OF THE SE 1/4 OF SW 1/4,
 SEC. 21, T. 21 N, R. 05 E, W.M.
 CITY OF AUBURN, KING COUNTY, WASHINGTON**



LEGEND

	TEMPORARY CONSTRUCTION EASEMENT AREA=1,723 SQ FT
	RIGHT OF WAY
	PARCEL LINE
	P.O.C. POINT OF COMMENCEMENT
	P.O.B. POINT OF BEGINNING
	PARCEL NUMBER



08/08/2023

Parametrix

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 PROJECT NUMBER 214-1931-044



FA No.
 Parcel No: 212105-9067-06

Property Owner: Clearwater Ridge, Inc.

Tax Parcel: 212105-9019-05

EXHIBIT A
PARCEL LEGAL DESCRIPTION
Tax Parcel 212105-9019-05

PARCEL A:

THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING NORTH OF THE AUBURN-ENUMCLAW HIGHWAY;
EXCEPT THE WEST 132 FEET THEREOF;
AND EXCEPT THAT PORTION CONVEYED TO CITY OF AUBURN BY DEED RECORDED UNDER RECORDING NUMBER 9010051336 FOR STREET PURPOSES.

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.H., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21,
TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE NORTH 1°12'8" EAST ALONG THE WEST LINE OF SAID SUBDIVISION 450 FEET;
THENCE SOUTH 51°46'00" EAST 751.58 FEET TO THE SOUTH LINE OF SAID SUBDIVISION;
THENCE NORTH 88°32'44" WEST ALONG THE SOUTH LINE 600 FEET TO THE POINT OF BEGINNING;. (ALSO KNOWN AS LOT 1, AUBURN SHORT PLAT NUMBER SP-6-76, RECORDED UNDER RECORDING NUMBER 7606080776, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON).

EXHIBIT B
RIGHT OF WAY ACQUISITION AREA
LEGAL DESCRIPTION

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

PARCEL A:

THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING NORTH OF THE AUBURN-ENUMCLAW HIGHWAY;

EXCEPT THE WEST 132 FEET THEREOF;

AND EXCEPT THAT PORTION CONVEYED TO CITY OF AUBURN BY DEED RECORDED UNDER RECORDING NUMBER 9010051336 FOR STREET PURPOSES.

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.H., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21,

TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

THENCE NORTH 1°12'8" EAST ALONG THE WEST LINE OF SAID SUBDIVISION 450 FEET;

THENCE SOUTH 51°46'00" EAST 751.58 FEET TO THE SOUTH LINE OF SAID SUBDIVISION;

THENCE NORTH 88°32'44" WEST ALONG THE SOUTH LINE 600 FEET TO THE POINT OF BEGINNING;.

(ALSO KNOWN AS LOT 1, AUBURN SHORT PLAT NUMBER SP-6-76, RECORDED UNDER RECORDING NUMBER 7606080776, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON).

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE NORTHERLY MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NO. 5);

THENCE ALONG THE WEST LINE OF THE ABOVE-DESCRIBED PROPERTY, NORTH 01°12'34" EAST 14.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 620.99 FEET, THE RADIAL LINE OF WHICH BEARS NORTH 11°10'10" EAST;

THENCE DEPARTING SAID WEST LINE, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°58'49" FOR AN ARC LENGTH OF 86.49 FEET;

THENCE SOUTH 19°08'58" WEST 13.32 FEET TO SAID NORTHERLY MARGIN AND TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 609.14 FEET, THE RADIAL LINE OF WHICH BEARS NORTH 18°27'30" EAST;

THENCE WESTERLY ALONG SAID NORTHERLY MARGIN, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°43'07" FOR AN ARCE LENGTH OF 82.06 FEET TO THE POINT OF BEGINNING 1;

ALSO;

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE NORTHERLY MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NO. 5);

THENCE EASTERLY ALONG SAID NORTHERLY MARGIN, ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 609.14 FEET, THE RADIAL LINE OF WHICH BEARS NORTH 10°44'22" EAST, THROUGH A CENTRAL ANGLE OF 12°42'31" FOR AN ARC LENGTH OF 135.11 FEET TO THE POINT OF BEGINNING 2;

THENCE DEPARTING SAID NORTHERLY MARGIN, NORTH 23°26'53" EAST 4.08 FEET;

THENCE SOUTH 63°37'57" EAST 58.97 FEET;

THENCE SOUTH 72°06'56" EAST 26.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 619.00 FEET, THE RADIAL LINE OF WHICH BEARS NORTH 32°05'53" EAST;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°21'09" FOR AN ARC LENGTH OF 133.45 FEET;

THENCE SOUTH 45°32'58" EAST 35.87 FEET;

THENCE SOUTH 44°27'02" WEST 8.00 FEET TO THE NORTHERLY MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NO. 5);

THENCE ALONG SAID NORTHERLY MARGIN, NORTH 45°32'58" WEST 28.62 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 609.14 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY MARGIN AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°00'09" FOR AN ARC LENGTH OF 223.29 FEET TO POINT OF BEGINNING 2.

SAID RIGHT OF WAY CONTAINS
3,003 SQUARE FEET, MORE OR LESS

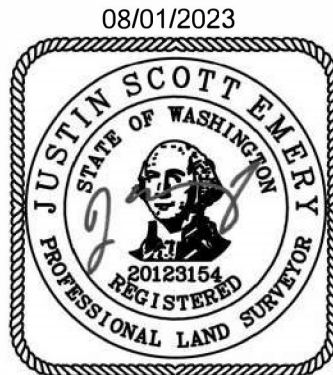
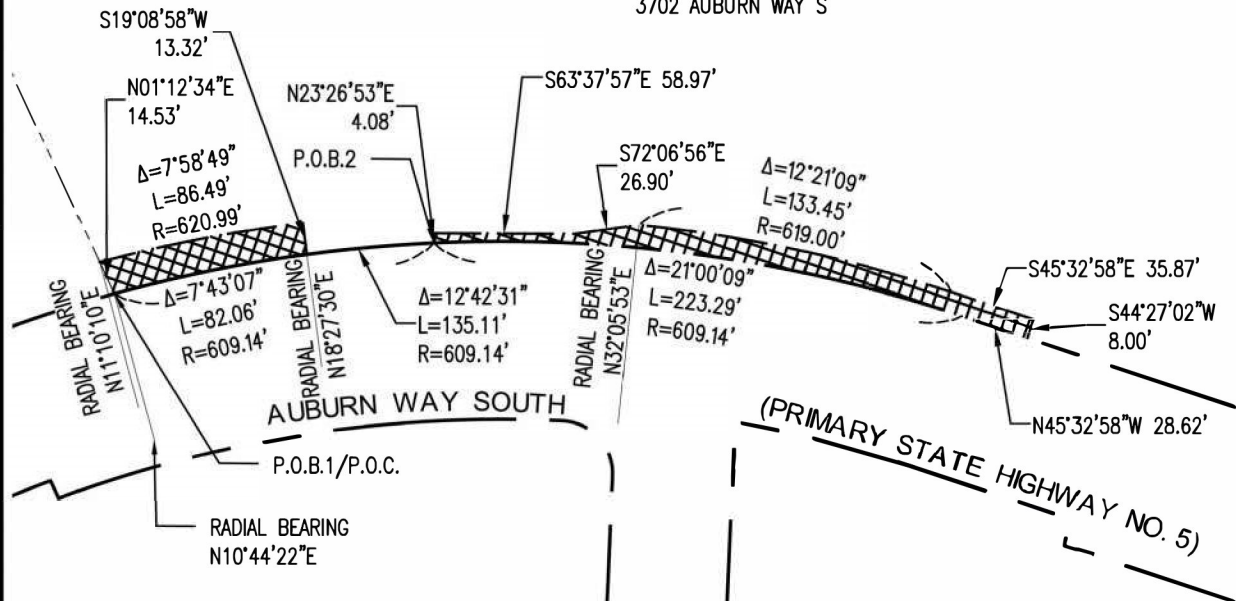


EXHIBIT C
RIGHT OF WAY ACQUISITION AREA DRAWING
Tax Parcel 212105-9019-05

**A PORTION OF THE SE 1/4 OF SW 1/4,
 SEC. 21, T. 21 N, R. 05 E, W.M.
 CITY OF AUBURN, KING COUNTY, WASHINGTON**

15

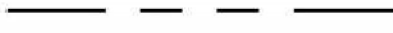
TAX PARCEL NUMBER 2121059019
 CLEARWATER RIDGE INC
 3702 AUBURN WAY S



LEGEND



RIGHT OF WAY ACQUISITION AREA=3,003 SQ FT



RIGHT OF WAY



PARCEL LINE

P.O.C.

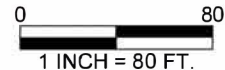
POINT OF COMMENCEMENT

P.O.B.

POINT OF BEGINNING



PARCEL NUMBER



08/01/2023



Parametrix

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 PROJECT NUMBER 214-1931-044

FA No.
 Parcel No. 212105-9019-05

EXHIBIT D
TEMPORARY CONSTRUCTION EASEMENT AREA
LEGAL DESCRIPTION
Tax Parcel 212105-9019-05

THAT PORTION OF THE FOLLOWING DESCRIBES PROPERTY:

PARCEL A:

THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING NORTH OF THE AUBURN-ENUMCLAW HIGHWAY;
EXCEPT THE WEST 132 FEET THEREOF;
AND EXCEPT THAT PORTION CONVEYED TO CITY OF AUBURN BY DEED RECORDED UNDER RECORDING NUMBER 9010051336 FOR STREET PURPOSES.

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.H., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE NORTH 1°12'8" EAST ALONG THE WEST LINE OF SAID SUBDIVISION 450 FEET;
THENCE SOUTH 51°46'00" EAST 751.58 FEET TO THE SOUTH LINE OF SAID SUBDIVISION;
THENCE NORTH 88°32'44" WEST ALONG THE SOUTH LINE 600 FEET TO THE POINT OF BEGINNING;. (ALSO KNOWN AS LOT 1, AUBURN SHORT PLAT NUMBER SP-6-76, RECORDED UNDER RECORDING NUMBER 7606080776, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON).

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE NORTHERLY MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NO. 5);

THENCE ALONG THE WEST LINE OF THE ABOVE-DESCRIBED PROPERTY, NORTH 01°12'34" EAST 14.53 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 01°12'34" EAST 13.18 FEET;

THENCE DEPARTING SAID WEST LINE, SOUTH 58°49'08" EAST 24.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 612.85 FEET, THE RADIAL LINE OF WHICH BEARS NORTH 12°59'23" EAST;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°13'30" FOR AN ARCE LENGTH OF 66.59 FEET;

THENCE NORTH 52°12'23" EAST 4.68 FEET;

THENCE SOUTH 86°15'39" EAST 45.82 FEET;

THENCE SOUTH 06°10'58" EAST 22.93 FEET;

THENCE SOUTH 73°51'14" EAST 13.09 FEET;

THENCE SOUTH 10°59'58" WEST 9.26 FEET;

THENCE SOUTH 63°37'57" EAST 28.88 FEET;

THENCE SOUTH 76°01'38" EAST 41.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 629.00 FEET, THE RADIAL LINE OF WHICH BEARS NORTH 32°05'53" EAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°08'57" FOR AN ARC LENGTH OF 100.44 FEET;

THENCE SOUTH 41°14'50" WEST 5.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 624.00 FEET, THE RADIAL LINE OF WHICH BEARS NORTH 41°14'50" EAST;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°12'12" FOR AN ARC LENGTH OF 34.89 FEET;

THENCE SOUTH 45°32'58" EAST 35.87 FEET;

THENCE NORTH 44°27'02" EAST 23.70 FEET;

THENCE SOUTH 28°37'33" EAST 49.47 FEET;

THENCE SOUTH 40°05'21" WEST 22.36 FEET TO THE NORTHERLY MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NO. 5);

THENCE ALONG SAID NORTHERLY MARGIN, NORTH 45°32'58" WEST 49.03 FEET;

THENCE DEPARTING SAID NORTHERLY MARGIN, NORTH 44°27'02" EAST 8.00 FEET;

THENCE NORTH 45°32'58" WEST 35.87 FEET TO THE BEGINNING OF A TANGENT CURVE TO LEFT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 619.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°21'09" FOR AN ARC LENGTH OF 133.45 FEET;

THENCE NORTH 72°06'56" WEST 26.90 FEET;

THENCE NORTH 63°37'57" WEST 58.97 FEET;

THENCE SOUTH 23°26'53" WEST 4.08 FEET TO THE NORTHERLY MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NO. 5) AND TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 609.14 FEET, THE RADIAL LINE OF WHICH BEARS NORTH 23°26'53" EAST;

THENCE ALONG SAID NORTHERLY MARGIN AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°59'23" FOR AN ARC LENGTH OF 53.05 FEET;

THENCE DEPARTING SAID NORTHERLY MARGIN, NORTH 19°08'58" EAST 13.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 620.99 FEET, THE RADIAL LINE OF WHICH BEARS NORTH 19°08'58" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°58'49" FOR AN ARC LENGTH OF 86.49 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 5,485 SQUARE FEET, MORE OR LESS

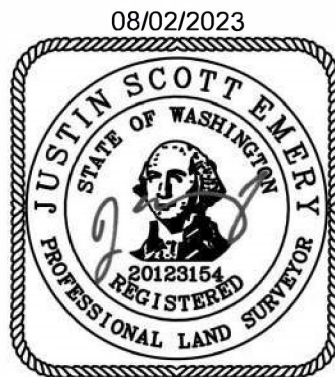
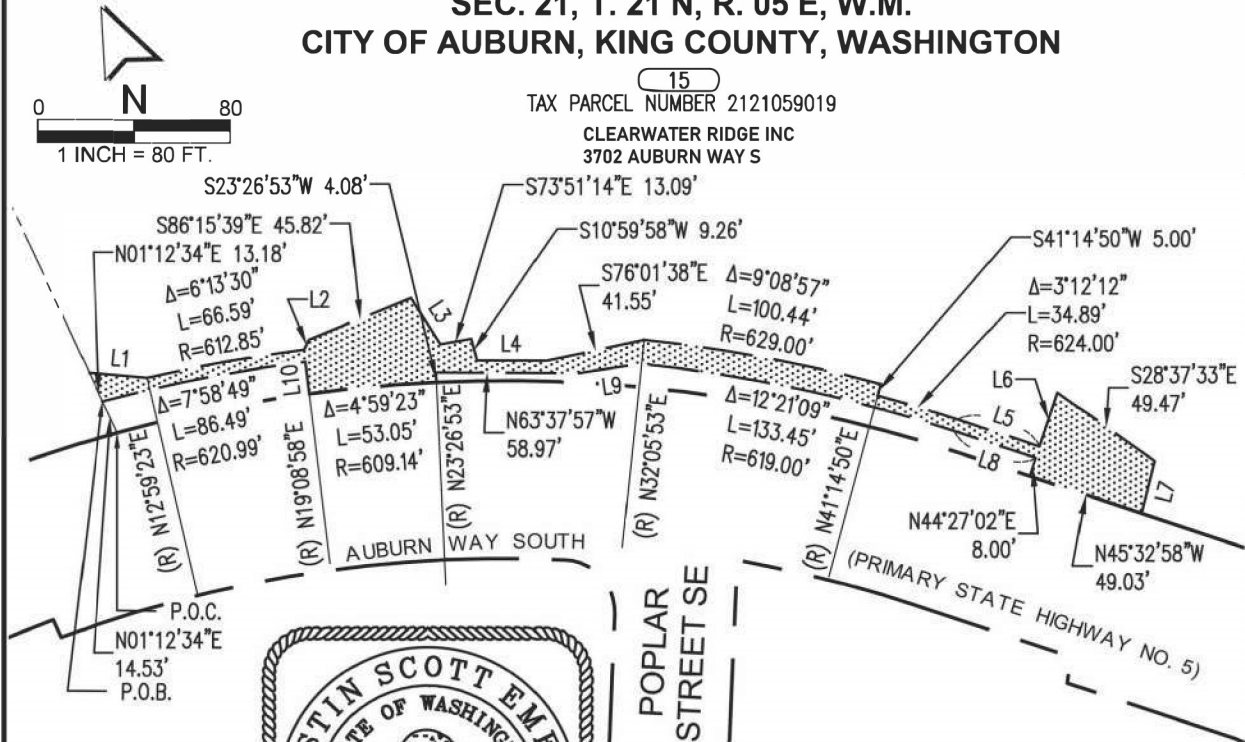


EXHIBIT E
TEMPORARY CONSTRUCTION EASEMENT DRAWING
Tax Parcel 212105-9019-05
A PORTION OF THE SE 1/4 OF SW 1/4,
SEC. 21, T. 21 N, R. 05 E, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON



LEGEND

08/02/2023



TEMPORARY CONSTRUCTION
 EASEMENT AREA=5,485 SQ FT



RIGHT OF WAY



PARCEL LINE

P.O.C.

POINT OF COMMENCEMENT

P.O.B.

POINT OF BEGINNING



PARCEL NUMBER

Parametrix

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

1019 39TH AVENUE SE, SUITE 100 | PUYALLUP, WA 98374

P 253.604.6600

WWW.PARAMETRIX.COM

PROJECT NUMBER 214-1931-044

LINE TABLE

LINE NO.	LENGTH	DIRECTION
L1	24.35'	S58°49'08"E
L2	4.68'	N52°12'23"E
L3	22.93'	S06°10'58"E
L4	28.88'	S63°37'57"E
L5	35.87'	S45°32'58"E
L6	23.70'	N44°27'02"E
L7	22.36'	S40°05'21"W
L8	35.87'	N45°32'58"W
L9	26.90'	N72°06'56"W
L10	13.32'	N19°08'58"E

FA No.

Parcel No.: 212105-9019-05

**Property Owners: Audrey and Thai Nguyen,
Thai and Audrey Nguyen, LLC
Tax Parcel: 212105-9068**

EXHIBIT A
PARCEL LEGAL DESCRIPTION
Tax Parcel 212105-9068

THE NORTH 225 FEET OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON.

EXCEPT THE NORTH 30 FEET THEREOF FOR ROAD.

AND EXCEPT THE PORTION DEDICATED TO THE CITY OF AUBURN UNDER KING COUNTY RECORDING NUMBER 20090923000635.

SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.

FA No.
Parcel No.: 212105-9068

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT AREA
LEGAL DESCRIPTION
Tax Parcel 212105-9068

THAT PORTION OF THE NORTH 225 FEET OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON.

EXCEPT THE NORTH 30 FEET THEREOF FOR ROAD.

AND EXCEPT THE PORTION DEDICATED TO THE CITY OF AUBURN UNDER KING COUNTY RECORDING NUMBER 20090923000635.

SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE-DESCRIBED PROPERTY, SAID POINT ALSO BEING THE SOUTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NUMBER 5);

THENCE ALONG SAID SOUTH MARGIN, SOUTH 89°02'42" EAST 162.86 FEET TO EAST LINE OF THE ABOVE-DESCRIBED PROPERTY;

THENCE ALONG SAID EAST LINE, SOUTH 01°27'02" WEST 15.00 TO A LINE PARALLEL WITH AND 15.00 FEET SOUTH OF SAID SOUTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, NORTH 89°02'42" WEST 89.74 FEET;

THENCE NORTH 00°57'18" EAST 10.00 FEET TO A LINE PARALLEL WITH AND 5.00 FEET SOUTH OF SAID SOUTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, NORTH 89°02'42" WEST 73.04 FEET TO THE WEST LINE OF THE ABOVE-DESCRIBED PROPERTY;

THENCE ALONG SAID WEST LINE, NORTH 01°29'26" EAST 5.00 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT
CONTAINS 1,712 SQUARE FEET, MORE OR LESS

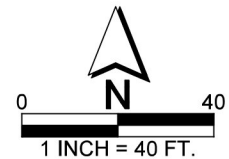
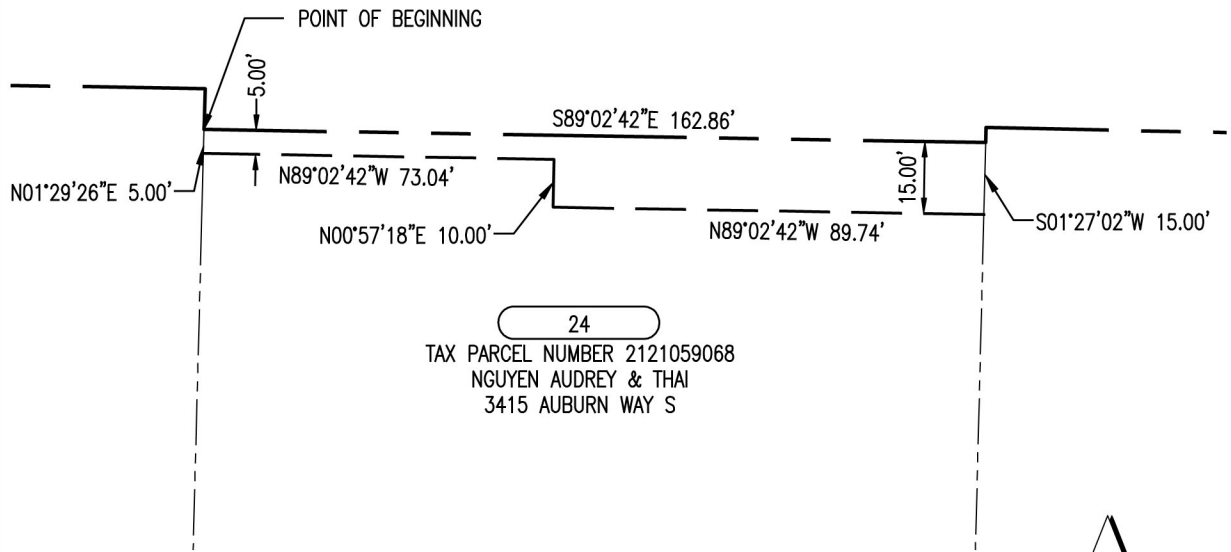
07/25/2023



FA No.
Parcel No.: 212105-9068

EXHIBIT C
TEMPORARY CONSTRUCTION EASEMENT
A PORTION OF THE SW 1/4 OF SW 1/4,
SEC. 21, T. 21 N, R. 05 E, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON

AUBURN WAY SOUTH
(PRIMARY STATE HIGHWAY NO. 5)



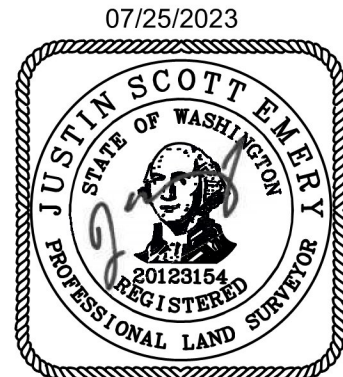
LEGEND

	TEMPORARY CONSTRUCTION EASEMENT AREA=1,712 SQ FT
	RIGHT OF WAY
	PARCEL LINE
	PARCEL NUMBER

Parametrix

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P 253.604.6600
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PROJECT NUMBER 214-1931-044



FA No.
Parcel No.: 212105-9068

Property Owner: Transformation Center Church
Tax Parcel: 212105-9108

EXHIBIT A
PARCEL LEGAL DESCRIPTION
Tax Parcel 212105-9108

LOT 1, CITY OF AUBURN SHORT PLAT NO. 13-0003, RECORDED UNDER RECORDING NO. 20130926900002, RECORDS OF KING COUNTY, WASHINGTON;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXCEPT THAT PORTION GRANTED RIGHT OF WAY BY THE RIGHT OF WAY DEDICATION DEED, RECORDED UNDER RECORDING NO. 20220617000931, RECORDS OF KING COUNTY, WASHINGTON.

FA No.
Parcel No.: 212105-9108

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT AREA
LEGAL DESCRIPTION
Tax Parcel 212105-9108

THAT PORTION OF LOT 1, CITY OF AUBURN SHORT PLAT NO. 13-0003, RECORDED UNDER RECORDING NO. 20130926900002, RECORDS OF KING COUNTY, WASHINGTON;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXCEPT THAT PORTION GRANTED RIGHT OF WAY BY THE RIGHT OF WAY DEDICATION DEED, RECORDED UNDER RECORDING NO. 20220617000931, RECORDS OF KING COUNTY, WASHINGTON.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 5.50 FEET OF THE NORTH 21.00 FEET OF SAID LOT 1.

ALSO,

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1;

THENCE ALONG THE NORTH LINE OF SAID LOT 1, NORTH 89°02'42" WEST 62.50 FEET TO A POINT OF BEGINNING;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID LOT 1, NORTH 89°02'42" WEST 42.08 FEET;

THENCE SOUTH 00°39'34" WEST 15.00 FEET TO A LINE PARALLEL WITH AND 15.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°02'42" EAST 42.08 FEET;

THENCE NORTH 00°39'34" EAST 15.00 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 747 SQUARE FEET, MORE OR LESS



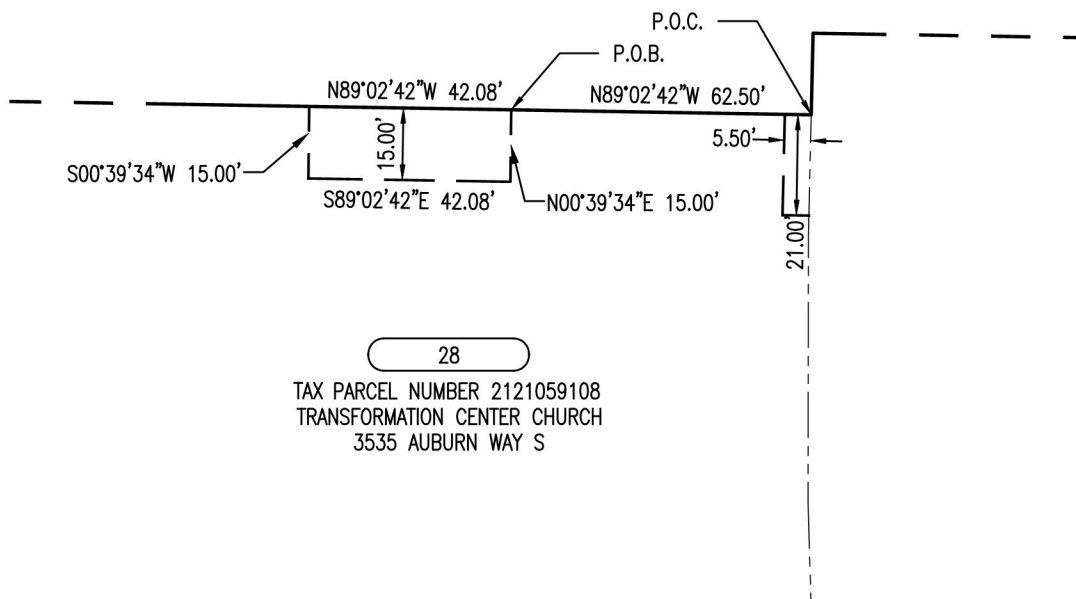
06/06/2023

FA No.
Parcel No.: 212105-9108

EXHIBIT C
TEMPORARY CONSTRUCTION EASEMENT DRAWING
Tax Parcel 212105-9108

**A PORTION OF THE SE 1/4 OF SW 1/4,
SEC. 21, T. 21 N, R. 05 E, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON**

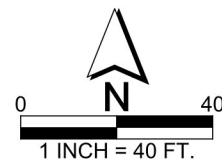
**AUBURN WAY SOUTH
(PRIMARY STATE HIGHWAY NO. 5)**



TAX PARCEL NUMBER 2121059108
TRANSFORMATION CENTER CHURCH
3535 AUBURN WAY S

LEGEND

	TEMPORARY CONSTRUCTION EASEMENT
	RIGHT OF WAY
	PARCEL LINE
	POINT OF COMMENCEMENT
	POINT OF BEGINNING
	PARCEL NUMBER



Parametrix

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PROJECT NUMBER 214-1931-044



06/06/2023

FA No.
Parcel No.: 212105-9108

Property Owner: Auburn Way TNC LLC
Tax Parcels: 212105-9113-00, 212105-9109-06,
and 212105-9035-05

EXHIBIT A
PARCEL LEGAL DESCRIPTION
Tax Parcel 212105-9113-00

THE WEST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

THE WEST HALF OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF THE WEST 10 FEET OF SAID SUBDIVISION;

EXCEPT THE NORTH 30 FEET THEREOF FOR AUBURN WAY SOUTH (ALSO KNOWN AS P.S.H. NUMBER 5 AND AUBURN-ENUMCLAW ROAD), AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 934964;

AND EXCEPT THE WEST 15 FEET THEREOF CONVEYED TO THE CITY OF AUBURN FOR STREET PURPOSES, BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 6160982;

TOGETHER WITH THAT PORTION OF VACATED RIGHT-OF-WAY PURSUANT TO CITY OF AUBURN ORDINANCE NUMBER 5770 AND RECORDED AS RECORDING NUMBER 20040102002178, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 300 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 21 WITH THE WEST LINE OF THE EAST 10.00 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21;

THENCE ALONG SAID WEST LINE NORTH 00°37'14" EAST, 299.59 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°36,52" EAST, 56.28 FEET;

THENCE SOUTH 02°26'05" EAST, 64.85 FEET;

THENCE SOUTH 25°44'04" EAST, 23.24 FEET;

THENCE SOUTH 09°17'13" EAST, 19.45 FEET;

THENCE SOUTH 03°11'38" EAST, 80.12 FEET;

THENCE NORTH 87°01'35" EAST, 11.36 FEET TO THE EAST LINE OF THE WEST 25.00 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21;

THENCE ALONG SAID EAST LINE NORTH 00°37'14" EAST, 282.49 FEET TO THE SOUTH MARGIN OF AUBURN WAY SOUTH;

THENCE ALONG SAID SOUTH MARGIN NORTH 89°43'46" WEST, 35.00 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST 10.00 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21;

THENCE ALONG SAID WEST LINE SOUTH 00°37'14" WEST, 42.02 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT A
PARCEL LEGAL DESCRIPTION
Tax Parcel 212105-9109-06

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

THE WEST HALF OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF THE WEST 10 FEET OF SAID SUBDIVISION;

EXCEPT THE NORTH 30 FEET THEREOF FOR AUBURN WAY SOUTH (ALSO KNOWN AS P.S.H. NUMBER 5 AND AUBURN-ENUMCLAW ROAD), AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 934964;

AND EXCEPT THE WEST 15 FEET THEREOF CONVEYED TO THE CITY OF AUBURN FOR STREET PURPOSES, BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 6160982;

AND ALSO EXCEPT FROM SAID EAST HALF OF THAT PORTION, IF ANY, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;
THENCE SOUTH 89°33'45" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 168.09 FEET TO THE TRUE POINT OF BEGINNING OF SAID DESCRIBED LINE;
THENCE NORTH 0°33'33" WEST 305.28 FEET TO THE SOUTH LINE OF THE NORTH 30 FEET OF SAID SUBDIVISION AND THE TERMINUS OF THIS DESCRIBED LINE.

FA No.
Parcel No.: 212105-9109-06

EXHIBIT A
PARCEL LEGAL DESCRIPTION
Tax Parcel 212105-9035-05

EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.,
IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED
UNDER RECORDING NUMBER 934964.

FA No.
Parcel No. 212105-9035-05

EXHIBIT B
RIGHT OF WAY ACQUISITION AREA
LEGAL DESCRIPTION
Tax Parcel 212105-9113-00

THAT PORTION OF THE WEST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

THE WEST HALF OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF THE WEST 10 FEET OF SAID SUBDIVISION;

EXCEPT THE NORTH 30 FEET THEREOF FOR AUBURN WAY SOUTH (ALSO KNOWN AS P.S.H. NUMBER 5 AND AUBURN-ENUMCLAW ROAD), AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 934964;

AND EXCEPT THE WEST 15 FEET THEREOF CONVEYED TO THE CITY OF AUBURN FOR STREET PURPOSES, BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 6160982;

TOGETHER WITH THAT PORTION OF VACATED RIGHT-OF-WAY PURSUANT TO CITY OF AUBURN ORDINANCE NUMBER 5770 AND RECORDED AS RECORDING NUMBER 20040102002178, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 300 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 21 WITH THE WEST LINE OF THE EAST 10.00 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21;
THENCE ALONG SAID WEST LINE NORTH 00°37'14" EAST, 299.59 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00°36'52" EAST, 56.28 FEET;
THENCE SOUTH 02°26'05" EAST, 64.85 FEET;
THENCE SOUTH 25°44'04" EAST, 23.24 FEET;
THENCE SOUTH 09°17'13" EAST, 19.45 FEET;
THENCE SOUTH 03°11'38" EAST, 80.12 FEET;
THENCE NORTH 87°01'35" EAST, 11.36 FEET TO THE EAST LINE OF THE WEST 25.00 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21;
THENCE ALONG SAID EAST LINE NORTH 00°37'14" EAST, 282.49 FEET TO THE SOUTH MARGIN OF AUBURN WAY SOUTH;
THENCE ALONG SAID SOUTH MARGIN NORTH 89°43'46" WEST, 35.00 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST 10.00 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21;

THENCE ALONG SAID WEST LINE SOUTH 00°37'14" WEST, 42.02 FEET TO THE TRUE POINT OF BEGINNING.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY, SAID POINT ALSO BEING ON THE SOUTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NUMBER 5);

THENCE ALONG THE WEST LINE OF THE ABOVE DESCRIBED PROPERTY, SOUTH 01°18'49" WEST 4.02 FEET;

THENCE DEPARTING SAID WEST LINE SOUTH 87°39'40" EAST 22.00 FEET;

THENCE SOUTH 00°57'18" WEST 2.00 FEET;

THENCE SOUTH 87°39'37" EAST 69.44 FEET TO THE EAST LINE OF THE ABOVE DESCRIBED PROPERTY;

THENCE ALONG SAID EAST LINE NORTH 01°16'12" EAST 8.23 FEET TO THE SOUTH MARGIN OF AUBURN WAY SOUTH;

THENCE ALONG SAID SOUTH MARGIN NORTH 89°02'42" WEST 91.43 FEET TO THE POINT OF BEGINNING.

SAID RIGHT OF WAY CONTAINS 607 SQUARE FEET, MORE OR LESS



07/20/2023

EXHIBIT B
RIGHT OF WAY ACQUISITION AREA
LEGAL DESCRIPTION
Tax Parcel 212105-9109-06

THAT PORTION OF THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

THE WEST HALF OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF THE WEST 10 FEET OF SAID SUBDIVISION;

EXCEPT THE NORTH 30 FEET THEREOF FOR AUBURN WAY SOUTH (ALSO KNOWN AS P.S.H. NUMBER 5 AND AUBURN-ENUMCLAW ROAD), AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 934964;

AND EXCEPT THE WEST 15 FEET THEREOF CONVEYED TO THE CITY OF AUBURN FOR STREET PURPOSES, BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 6160982;

AND ALSO EXCEPT FROM SAID EAST HALF OF THAT PORTION, IF ANY, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;
THENCE SOUTH 89°33'45" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 168.09 FEET TO THE TRUE POINT OF BEGINNING OF SAID DESCRIBED LINE;
THENCE NORTH 0°33'33" WEST 305.28 FEET TO THE SOUTH LINE OF THE NORTH 30 FEET OF SAID SUBDIVISION AND THE TERMINUS OF THIS DESCRIBED LINE.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY, SAID POINT ALSO BEING ON THE SOUTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NUMBER 5);

THENCE ALONG THE WEST LINE OF THE ABOVE DESCRIBED PROPERTY, SOUTH 01°16'12" WEST 8.23 FEET;

THENCE DEPARTING SAID WEST LINE SOUTH 87°39'47" EAST 11.21 FEET TO A LINE PARALLEL WITH AND 8.50 FEET SOUTH OF THE SOUTH MARGIN OF AUBURN WAY SOUTH;

THENCE ALONG SAID PARALLEL LINE SOUTH 89°02'42" EAST 70.21 FEET TO THE EAST LINE OF THE ABOVE DESCRIBED PROPERTY;

THENCE ALONG SAID EAST LINE NORTH 01°14'59" EAST 8.50 FEET TO THE SOUTH MARGIN OF AUBURN WAY SOUTH;

FA No.
Parcel No.: 212105-9109-06

THENCE DEPARTING SAID EAST LINE ALONG SAID SOUTH MARGIN NORTH 89°02'42" WEST 81.42 FEET
TO THE POINT OF BEGINNING.

SAID RIGHT OF WAY CONTAINS 691 SQUARE FEET, MORE OR LESS

07/21/2023



FA No.
Parcel No.: 212105-9109-06

EXHIBIT B
RIGHT OF WAY ACQUISITION AREA
LEGAL DESCRIPTION
Tax Parcel 212105-9035-05

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 934964.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE-DESCRIBED PROPERTY, SAID POINT ALSO BEING THE SOUTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NO. 5);

THENCE ALONG SAID SOUTH MARGIN, SOUTH 89°02'42" EAST 162.84 FEET TO THE EAST LINE OF THE ABOVE-DESCRIBED PROPERTY;

THENCE ALONG SAID EAST LINE, SOUTH 01°12'34" WEST 6.50 FEET TO A LINE PARALLEL WITH AND 6.50 FEET SOUTH OF SAID SOUTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, NORTH 89°02'42" WEST 147.22 FEET;

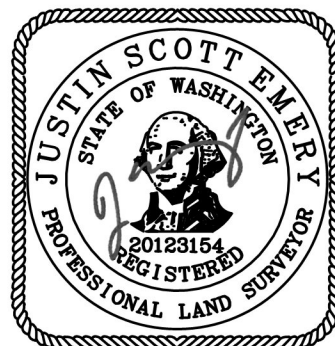
THENCE SOUTH 00°57'18" WEST 2.00 FEET TO A LINE PARALLEL WITH AND 8.50 FEET SOUTH OF SAID SOUTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, NORTH 89°02'42" WEST 15.64 FEET TO THE WEST LINE OF THE ABOVE-DESCRIBED PROPERTY;

THENCE ALONG SAID WEST LINE, NORTH 01°14'59" EAST 8.50 FEET TO THE POINT OF BEGINNING.

SAID RIGHT OF WAY ACQUISITION CONTAINS 1,090 SQUARE FEET, MORE OR LESS

07/20/2023

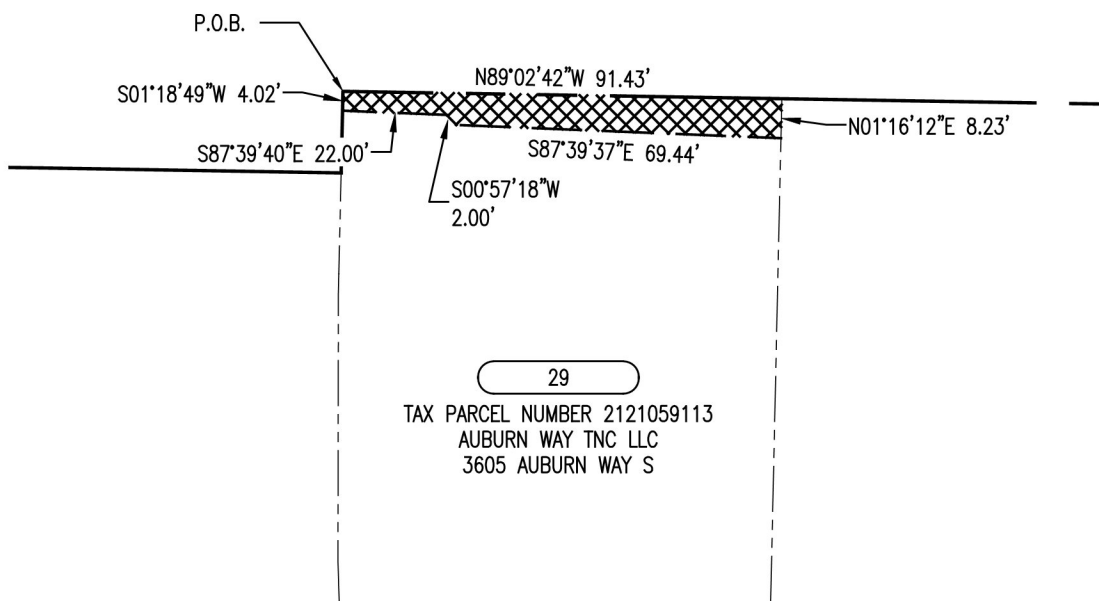


FA No.
Parcel No. 212105-9035-05

EXHIBIT C
RIGHT OF WAY ACQUISITION AREA DRAWING
Tax Parcel 212105-9113-00

**A PORTION OF THE SE 1/4 OF SW 1/4,
 SEC. 21, T. 21 N, R. 05 E, W.M.
 CITY OF AUBURN, KING COUNTY, WASHINGTON**

AUBURN WAY SOUTH
 (PRIMARY STATE HIGHWAY NO. 5)



LEGEND



RIGHT OF WAY ACQUISITION AREA=607 SQ FT

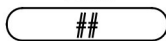


RIGHT OF WAY



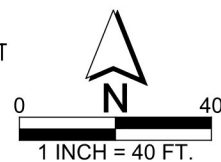
PARCEL LINE

P.O.B.



POINT OF BEGINNING

PARCEL NUMBER



Parametrix

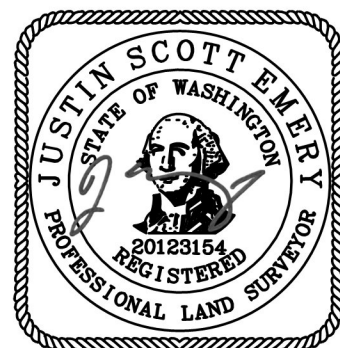
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P 253.604.6600

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PROJECT NUMBER 214-1931-044

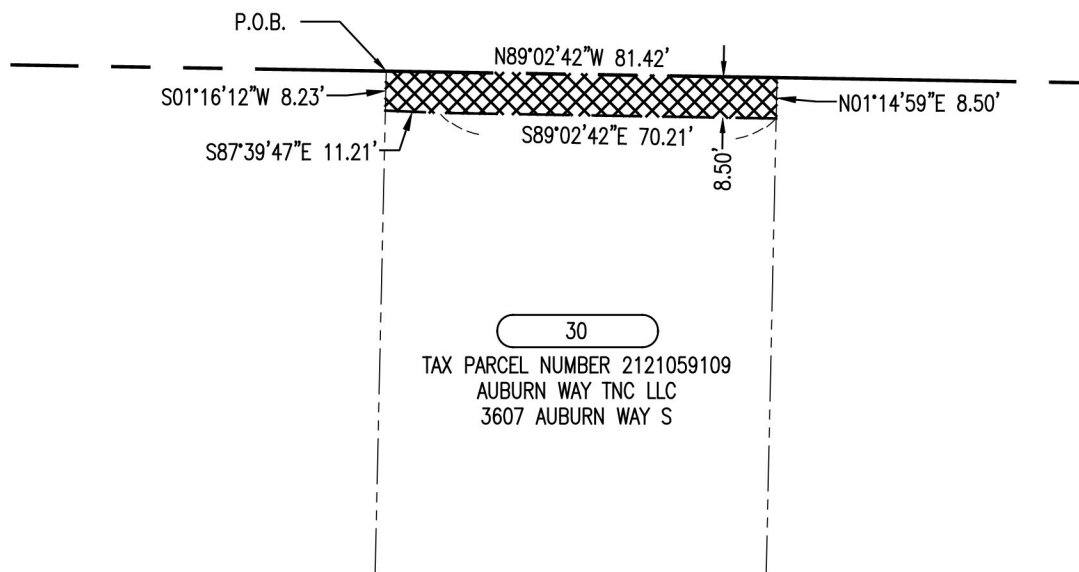


07/20/2023

FA No.
 Parcel No. 212105-9113-00

EXHIBIT C
RIGHT OF WAY ACQUISITION AREA DRAWING
Tax Parcel 212105-9109-06

A PORTION OF THE SE 1/4 OF SW 1/4,
SEC. 21, T. 21 N, R. 05 E, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON
AUBURN WAY SOUTH
(PRIMARY STATE HIGHWAY NO. 5)



LEGEND



RIGHT OF WAY ACQUISITION AREA=691 SQ FT



RIGHT OF WAY



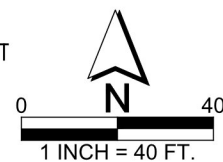
PARCEL LINE

P.O.B.



POINT OF BEGINNING

PARCEL NUMBER



Parametrix

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PROJECT NUMBER 214-1931-044

07/21/2023



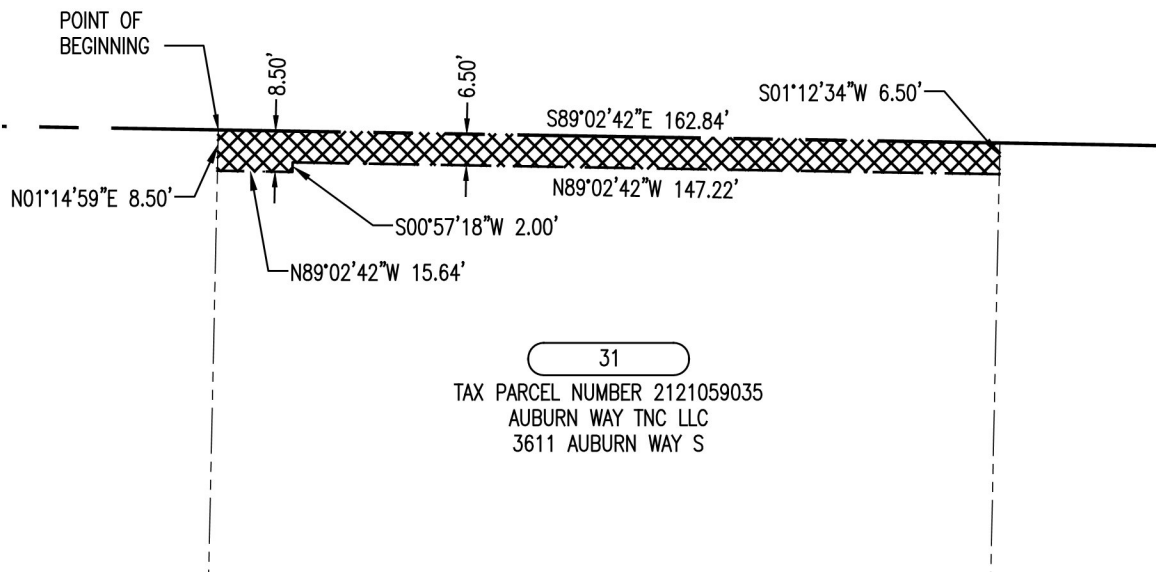
FA No.

Parcel No.: 212105-9109-06

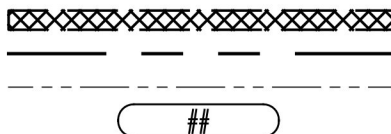
EXHIBIT C
RIGHT OF WAY ACQUISITION AREA DRAWING
Tax Parcel 212105-9035-05

**A PORTION OF THE SE 1/4 OF SW 1/4,
 SEC. 21, T. 21 N, R. 05 E, W.M.
 CITY OF AUBURN, KING COUNTY, WASHINGTON**

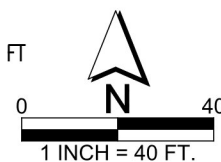
AUBURN WAY SOUTH
 (PRIMARY STATE HIGHWAY NO. 5)



LEGEND



RIGHT OF WAY ACQUISITION AREA=1,090 SQ FT
 RIGHT OF WAY
 PARCEL LINE
 PARCEL NUMBER

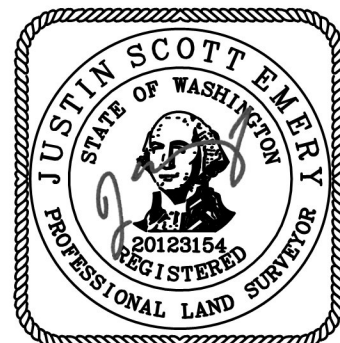


07/20/2023

Parametrix

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1019 39TH AVENUE SE, SUITE 100 | PUYALLUP, WA 98374
 P 253.604.6600
 WWW.PARAMETRIX.COM
 PROJECT NUMBER 214-1931-044



FA No.
 Parcel No. 212105-9035-05

EXHIBIT D
TEMPORARY CONSTRUCTION EASEMENT AREA
LEGAL DESCRIPTION
Tax Parcel 212105-9113-00

THAT PORTION OF THE WEST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

THE WEST HALF OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF THE WEST 10 FEET OF SAID SUBDIVISION;

EXCEPT THE NORTH 30 FEET THEREOF FOR AUBURN WAY SOUTH (ALSO KNOWN AS P.S.H. NUMBER 5 AND AUBURN-ENUMCLAW ROAD), AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 934964;

AND EXCEPT THE WEST 15 FEET THEREOF CONVEYED TO THE CITY OF AUBURN FOR STREET PURPOSES, BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 6160982;

TOGETHER WITH THAT PORTION OF VACATED RIGHT-OF-WAY PURSUANT TO CITY OF AUBURN ORDINANCE NUMBER 5770 AND RECORDED AS RECORDING NUMBER 20040102002178, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 300 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 21 WITH THE WEST LINE OF THE EAST 10.00 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21;
THENCE ALONG SAID WEST LINE NORTH 00°37'14" EAST, 299.59 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00°36'52" EAST, 56.28 FEET;
THENCE SOUTH 02°26'05" EAST, 64.85 FEET;
THENCE SOUTH 25°44'04" EAST, 23.24 FEET;
THENCE SOUTH 09°17'13" EAST, 19.45 FEET;
THENCE SOUTH 03°11'38" EAST, 80.12 FEET;
THENCE NORTH 87°01'35" EAST, 11.36 FEET TO THE EAST LINE OF THE WEST 25.00 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21;
THENCE ALONG SAID EAST LINE NORTH 00°37'14" EAST, 282.49 FEET TO THE SOUTH MARGIN OF AUBURN WAY SOUTH;
THENCE ALONG SAID SOUTH MARGIN NORTH 89°43'46" WEST, 35.00 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST 10.00 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21;

THENCE ALONG SAID WEST LINE SOUTH 00°37'14" WEST, 42.02 FEET TO THE TRUE POINT OF BEGINNING.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY, SAID POINT ALSO BEING ON THE SOUTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NUMBER 5);

THENCE ALONG THE WEST LINE OF THE ABOVE DESCRIBED PROPERTY, SOUTH 01°18'49" WEST 4.02 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 01°18'49" WEST 33.98 FEET TO A LINE PARALLEL WITH AND 38.00 FEET SOUTH OF THE SOUTH MARGIN OF AUBURN WAY SOUTH;

THENCE ALONG SAID PARALLEL LINE SOUTH 89°02'42" EAST 32.55 FEET;

THENCE NORTH 00°57'18" EAST 25.00 FEET TO A LINE PARALLEL WITH AND 13.00 FEET SOUTH OF THE SOUTH MARGIN OF AUBURN WAY SOUTH;

THENCE ALONG SAID PARALLEL LINE SOUTH 89°02'42" EAST 59.05 FEET TO THE EAST LINE OF THE ABOVE DESCRIBED PROPERTY;

THENCE ALONG SAID EAST LINE, NORTH 01°16'12" EAST 4.77 FEET;

THENCE DEPARTING SAID EAST LINE NORTH 87°39'26" WEST 69.44 FEET;

THENCE NORTH 00°57'18" EAST 2.00 FEET;

THENCE NORTH 87°39'40" WEST 22.00 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 1,393 SQUARE FEET, MORE OR LESS

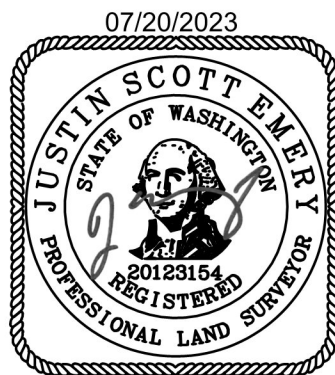


EXHIBIT D
TEMPORARY CONSTRUCTION EASEMENT AREA
LEGAL DESCRIPTION
Tax Parcel 212105-9109-06

THAT PORTION OF THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

THE WEST HALF OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF THE WEST 10 FEET OF SAID SUBDIVISION;

EXCEPT THE NORTH 30 FEET THEREOF FOR AUBURN WAY SOUTH (ALSO KNOWN AS P.S.H. NUMBER 5 AND AUBURN-ENUMCLAW ROAD), AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 934964;

AND EXCEPT THE WEST 15 FEET THEREOF CONVEYED TO THE CITY OF AUBURN FOR STREET PURPOSES, BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 6160982;

AND ALSO EXCEPT FROM SAID EAST HALF OF THAT PORTION, IF ANY, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;
THENCE SOUTH 89°33'45" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 168.09 FEET TO THE TRUE POINT OF BEGINNING OF SAID DESCRIBED LINE;
THENCE NORTH 0°33'33" WEST 305.28 FEET TO THE SOUTH LINE OF THE NORTH 30 FEET OF SAID SUBDIVISION AND THE TERMINUS OF THIS DESCRIBED LINE.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY, SAID POINT ALSO BEING ON THE SOUTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NUMBER 5);

THENCE ALONG THE WEST LINE OF THE ABOVE DESCRIBED PROPERTY, SOUTH 01°16'12" WEST 8.23 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID WEST LINE, SOUTH 87°39'47" EAST 11.21 FEET TO A LINE PARALLEL WITH AND 8.50 FEET SOUTH OF SAID SOUTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°02'42" EAST 70.21 FEET TO THE EAST LINE OF THE ABOVE DESCRIBED PROPERTY;

THENCE ALONG SAID EAST LINE, SOUTH 01°14'59" WEST 12.00 FEET TO A LINE PARALLEL WITH AND 20.50 FEET SOUTH OF SAID SOUTH MARGIN;

FA No.
Parcel No.: 212105-9109-06

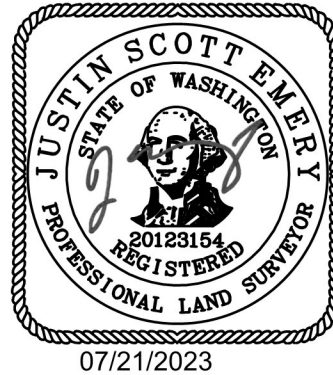
THENCE ALONG SAID PARALLEL LINE, NORTH 89°02'42" WEST 10.85 FEET;

THENCE NORTH 01°00'17" EAST 7.50 FEET TO A LINE PARALLEL WITH AND 13.00 FEET SOUTH OF SAID SOUTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, NORTH 89°02'42 WEST 70.54 FEET TO THE WEST LINE OF THE ABOVE DESCRIBED PROPERTY;

THENCE ALONG SAID WEST, LINE NORTH 01°16'12" EAST 4.77 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT AREA CONTAINS 449 SQUARE FEET, MORE OR LESS



FA No.
Parcel No.: 212105-9109-06

EXHIBIT D
TEMPORARY CONSTRUCTION EASEMENT AREA
LEGAL DESCRIPTION
Tax Parcel 212105-9035-05

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 934964.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE-DESCRIBED PROPERTY, SAID POINT ALSO BEING THE SOUTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NO. 5);

THENCE ALONG THE WEST LINE OF THE ABOVE-DESCRIBED PROPERTY, SOUTH 01°14'59" WEST 8.50 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 01°14'59" WEST 12.00 FEET TO A LINE PARALLEL WITH AND 20.50 FEET SOUTH OF SAID SOUTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°02'42" EAST 40.00 FEET;

THENCE SOUTH 00°57'18" WEST 4.00 FEET TO A LINE PARALLEL WITH AND 24.50 FEET SOUTH OF SAID SOUTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°02'42" EAST 70.00 FEET;

THENCE NORTH 00°57'18" EAST 4.00 FEET TO A LINE PARALLEL WITH AND 20.50 FEET SOUTH OF SAID SOUTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°02'42" EAST 52.86 FEET TO THE EAST LINE OF THE ABOVE-DESCRIBED PROPERTY;

THENCE ALONG SAID EAST LINE, NORTH 01°12'34" EAST 14.00 FEET TO A LINE PARALLEL WITH AND 6.50 FEET SOUTH OF SAID SOUTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, NORTH 89°02'42" WEST 147.22 FEET;

THENCE SOUTH 00°57'18" WEST 2.00 FEET TO A LINE PARALLEL WITH AND 8.50 FEET SOUTH OF SAID SOUTH MARGIN;

THENCE ALONG SAID PARALLEL LINE, NORTH 89°02'42" WEST 15.64 FEET TO THE POINT OF BEGINNING.

FA No.
Parcel No.: 212105-9035-05

SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 2,529 SQUARE FEET, MORE OR LESS

07/20/2023

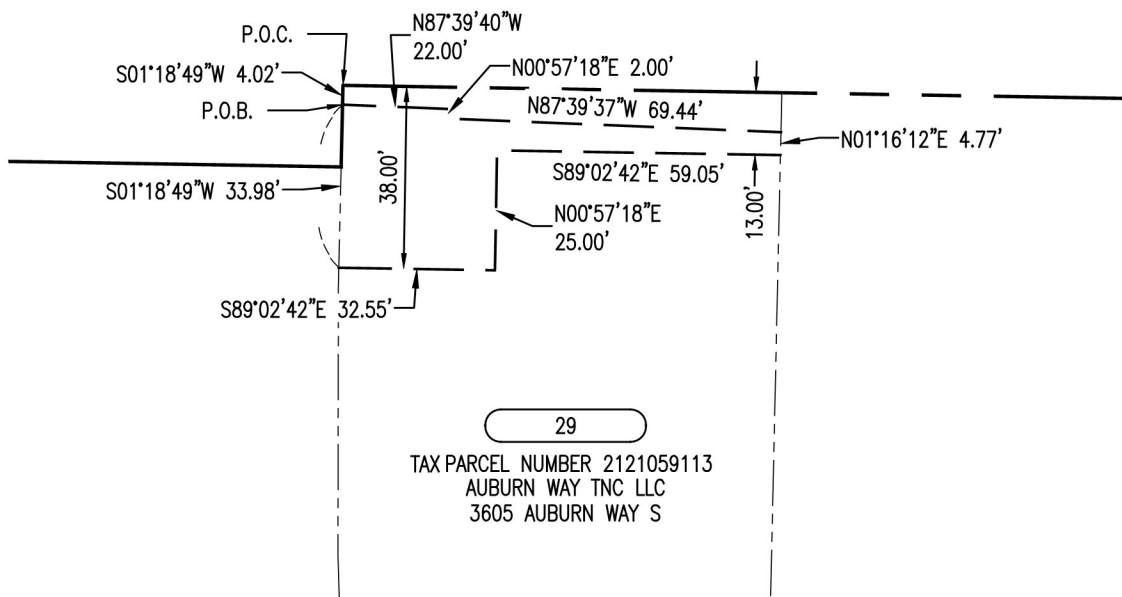


FA No.
Parcel No.: 212105-9035-05

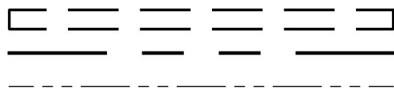
EXHIBIT E
TEMPORARY CONSTRUCTION EASEMENT DRAWING
Tax Parcel 212105-9113-00

**A PORTION OF THE SE 1/4 OF SW 1/4,
 SEC. 21, T. 21 N, R. 05 E, W.M.
 CITY OF AUBURN, KING COUNTY, WASHINGTON**

AUBURN WAY SOUTH
 (PRIMARY STATE HIGHWAY NO. 5)



LEGEND



P.O.C.

P.O.B.



TEMPORARY CONSTRUCTION EASEMENT AREA=1,393 SQ FT

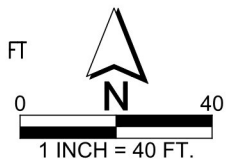
RIGHT OF WAY

PARCEL LINE

POINT OF COMMENCEMENT

POINT OF BEGINNING

PARCEL NUMBER



Parametrix

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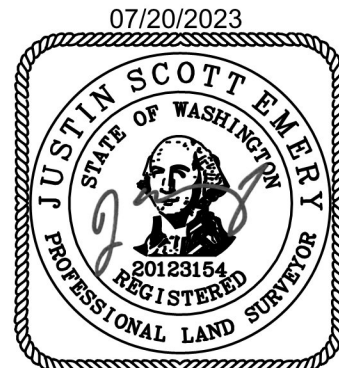


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PROJECT NUMBER 214-1931-044



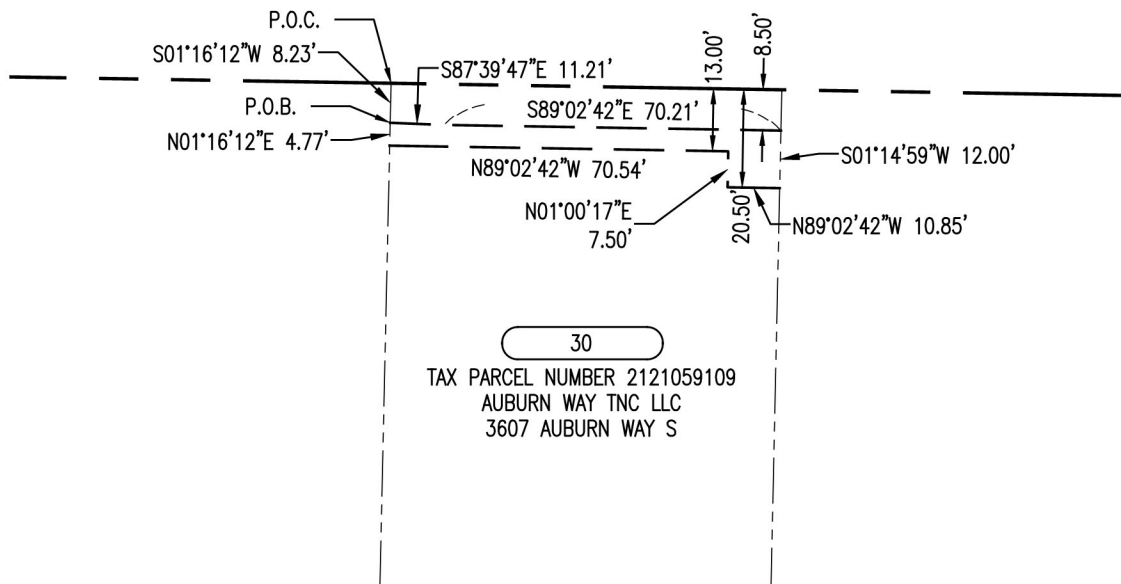
FA No.

Parcel No.: 212105-9113-00

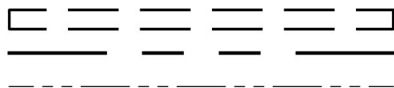
EXHIBIT E
TEMPORARY CONSTRUCTION EASEMENT DRAWING
Tax Parcel 212105-9109-06

**A PORTION OF THE SE 1/4 OF SW 1/4,
 SEC. 21, T. 21 N, R. 05 E, W.M.
 CITY OF AUBURN, KING COUNTY, WASHINGTON**

AUBURN WAY SOUTH
 (PRIMARY STATE HIGHWAY NO. 5)



LEGEND



P.O.C.

P.O.B.



TEMPORARY CONSTRUCTION EASEMENT AREA=449 SQ FT

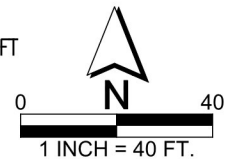
RIGHT OF WAY

PARCEL LINE

POINT OF COMMENCEMENT

POINT OF BEGINNING

PARCEL NUMBER



07/21/2023

Parametrix

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PROJECT NUMBER 214-1931-044



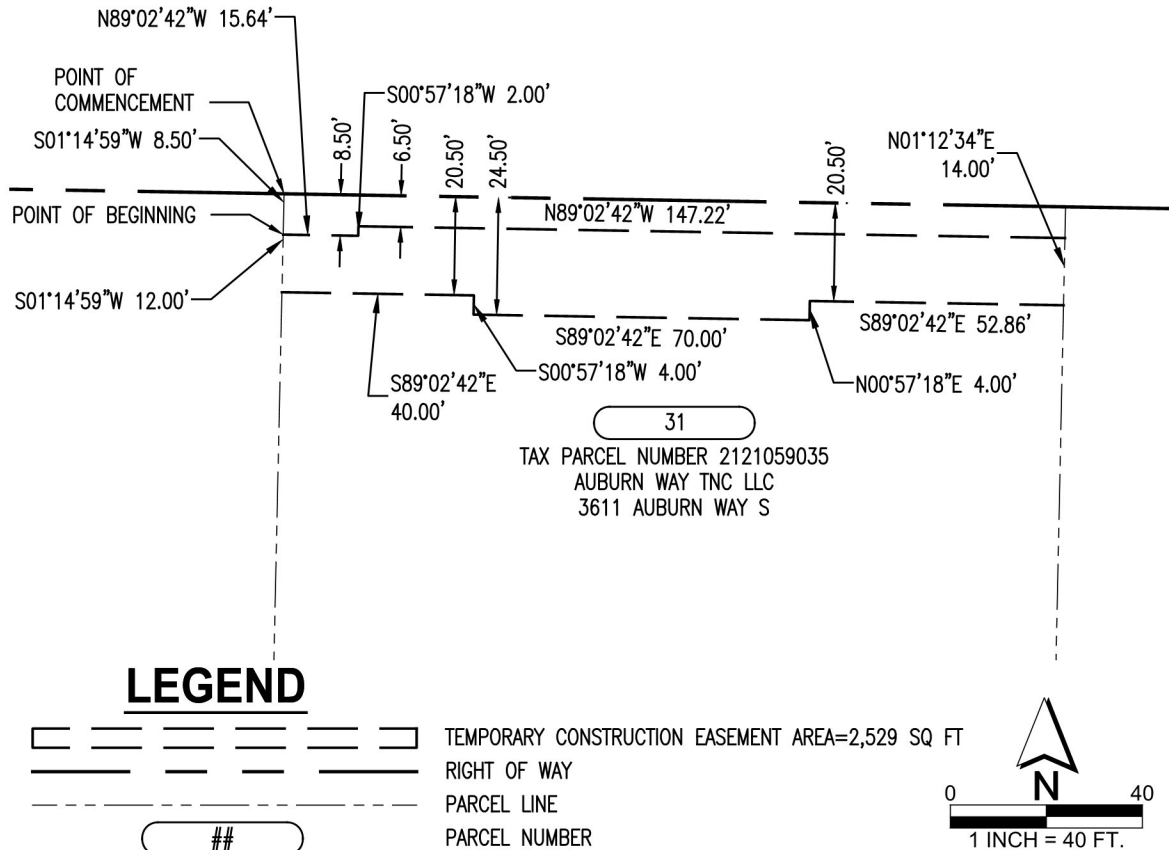
FA No.

Parcel No.: 212105-9109-06

EXHIBIT E
TEMPORARY CONSTRUCTION EASEMENT DRAWING
Tax Parcel 212105-9035-05

**A PORTION OF THE SE 1/4 OF SW 1/4,
 SEC. 21, T. 21 N, R. 05 E, W.M.
 CITY OF AUBURN, KING COUNTY, WASHINGTON**

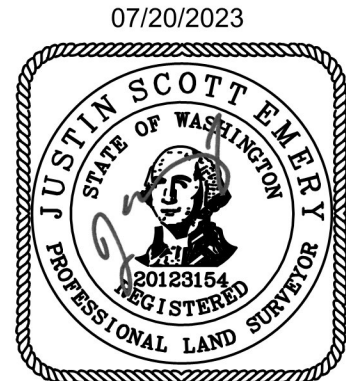
AUBURN WAY SOUTH
 (PRIMARY STATE HIGHWAY NO. 5)



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 PROJECT NUMBER 214-1931-044



FA No.
 Parcel No.: 212105-9035-05

Property Owners: Alfredo and Alfonso Garcia
Tax Parcel: 212105-9081-08

EXHIBIT A
PARCEL LEGAL DESCRIPTION
Tax Parcel 212105-9081-08

THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY MARGIN OF THE AUBURN-ENUMCLAW PAVED HIGHWAY AS ESTABLISHED BY DEED TO KING COUNTY RECORDED UNDER RECORDING NUMBER 960216, WITH THE WESTERLY LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE EASTERLY AND SOUTHEASTERLY, ALONG SAID SOUTHERLY MARGIN AND ALONG THE SOUTHWESTERLY MARGIN OF SAID HIGHWAY, A DISTANCE OF 320 FEET;

THENCE WEST 260 FEET, MORE OR LESS, TO SAID WESTERLY LINE OF THE EAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE NORTHERLY, ALONG SAID WESTERLY LINE, 30 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPT THE WEST 75 FEET THEREOF;

AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF AUBURN BY DEED RECORDED UNDER RECORDING NUMBER 20050309001891.

FA No.
Parcel No. 212105-9081-08

EXHIBIT B
RIGHT OF WAY ACQUISITION AREA
LEGAL DESCRIPTION
Tax Parcel 212105-9081-08

THAT PORTION OF THE PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY MARGIN OF THE AUBURN-ENUMCLAW PAVED HIGHWAY AS ESTABLISHED BY DEED TO KING COUNTY RECORDED UNDER RECORDING NUMBER 960216, WITH THE WESTERLY LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE EASTERLY AND SOUTHEASTERLY, ALONG SAID SOUTHERLY MARGIN AND ALONG THE SOUTHWESTERLY MARGIN OF SAID HIGHWAY, A DISTANCE OF 320 FEET;
THENCE WEST 260 FEET, MORE OR LESS, TO SAID WESTERLY LINE OF THE EAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE NORTHERLY, ALONG SAID WESTERLY LINE, 30 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;
EXCEPT THE WEST 75 FEET THEREOF;
AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF AUBURN BY DEED RECORDED UNDER RECORDING NUMBER 20050309001891.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST CORNER OF THE ABOVE-DESCRIBED PROPERTY, SAID POINT ALSO BEING THE SOUTHWESTERLY MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NUMBER 5);

THENCE ALONG THE SOUTH LINE OF THE ABOVE-DESCRIBED PROPERTY, SOUTH 79°17'32" WEST 120.07 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 03°57'30" WEST 9.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 123.76 FEET, THE RADIAL LINE OF WHICH BEARS SOUTH 85°53'38" WEST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°34'03" FOR AN ARC LENGTH OF 46.59 FEET;

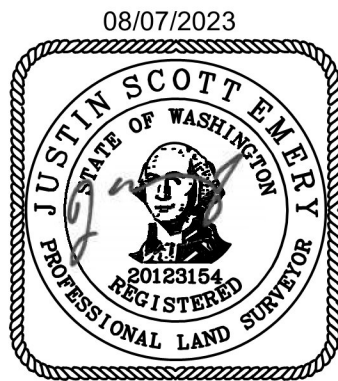
THENCE NORTH 32°01'31" WEST 24.78 FEET;

THENCE NORTH 15°20'37" EAST 3.00 FEET TO THE SOUTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NUMBER 5) AND TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 535.14 FEET, THE RADIAL LINE OF WHICH BEARS NORTH 15°20'37" EAST;

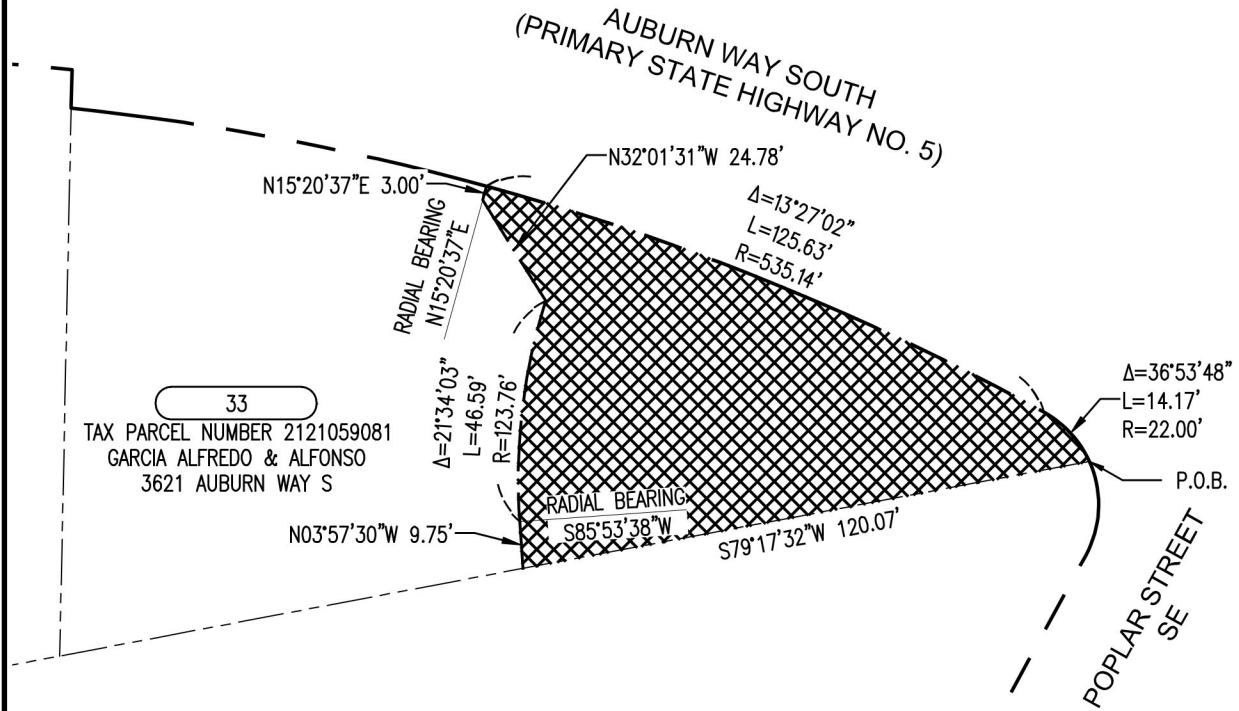
THENCE SOUTHEASTERLY ALONG SAID SOUTH MARGIN AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $13^{\circ}27'02''$ FOR AN ARC LENGTH OF 125.63 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 22.00 FEET;

THENCE CONTINUING ALONG SAID SOUTH MARGIN AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $36^{\circ}53'48''$ FOR AN ARC LENGTH OF 14.17 FEET TO THE POINT OF BEGINNING.

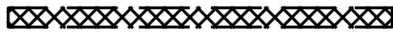
SAID RIGHT OF WAY CONTAINS 5,208 SQUARE FEET, MORE OR LESS



**EXHIBIT C
RIGHT OF WAY
A PORTION OF THE SE 1/4 OF SW 1/4,
SEC. 21, T. 21 N, R. 05 E, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON**



LEGEND



RIGHT OF WAY ACQUISITION AREA=5,208 SQ FT



RIGHT OF WAY



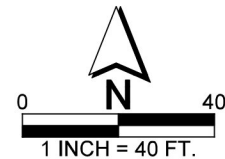
PARCEL LINE

P.O.B.



POINT OF BEGINNING

PARCEL NUMBER



08/07/2023



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PROJECT NUMBER 214-1931-044

FA No.
Parcel No. 212105-9081-08

EXHIBIT D
TEMPORARY CONSTRUCTION EASEMENT AREA
LEGAL DESCRIPTION
Tax Parcel 212105-9081-08

THAT PORTION OF THE PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY MARGIN OF THE AUBURN-ENUMCLAW PAVED HIGHWAY AS ESTABLISHED BY DEED TO KING COUNTY RECORDED UNDER RECORDING NUMBER 960216, WITH THE WESTERLY LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE EASTERLY AND SOUTHEASTERLY, ALONG SAID SOUTHERLY MARGIN AND ALONG THE SOUTHWESTERLY MARGIN OF SAID HIGHWAY, A DISTANCE OF 320 FEET;
THENCE WEST 260 FEET, MORE OR LESS, TO SAID WESTERLY LINE OF THE EAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE NORTHERLY, ALONG SAID WESTERLY LINE, 30 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;
EXCEPT THE WEST 75 FEET THEREOF;
AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF AUBURN BY DEED RECORDED UNDER RECORDING NUMBER 20050309001891.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF THE ABOVE-DESCRIBED PROPERTY, SAID POINT ALSO BEING THE SOUTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NUMBER 5);

THENCE ALONG THE WEST LINE OF THE ABOVE-DESCRIBED PROPERTY, SOUTH 01°12'34" WEST 6.35 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID WEST LINE, SOUTH 81°31'59" EAST 86.79 FEET;

THENCE SOUTH 32°01'31" EAST 24.78 FEET TO A POINT ON NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 123.76 FEET, THE RADIAL LINE OF WHICH BEARS NORTH 72°32'19" WEST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°34'03" FOR AN ARC LENGTH OF 46.59 FEET;

THENCE SOUTH 03°57'30" EAST 9.75 FEET TO THE SOUTH LINE OF THE ABOVE-DESCRIBED PROPERTY;

THENCE ALONG SAID SOUTH LINE, SOUTH 79°17'32" WEST 10.07 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 03°57'30" WEST 10.92 FEET;

THENCE NORTH 03°42'36" WEST 62.27 FEET TO A POINT ON NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 525.14 FEET, THE RADIAL LINE OF WHICH BEARS NORTH 14°50'47" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°50'48" FOR AN ARC LENGTH OF 81.08 FEET TO THE WEST LINE OF THE ABOVE-DESCRIBED PROPERTY;

THENCE ALONG SAID WEST LINE, NORTH 01°12'34" EAST 3.69 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 1,279 SQUARE FEET, MORE OR LESS

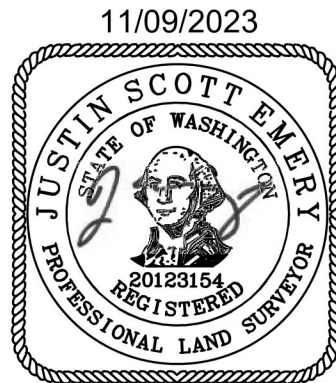
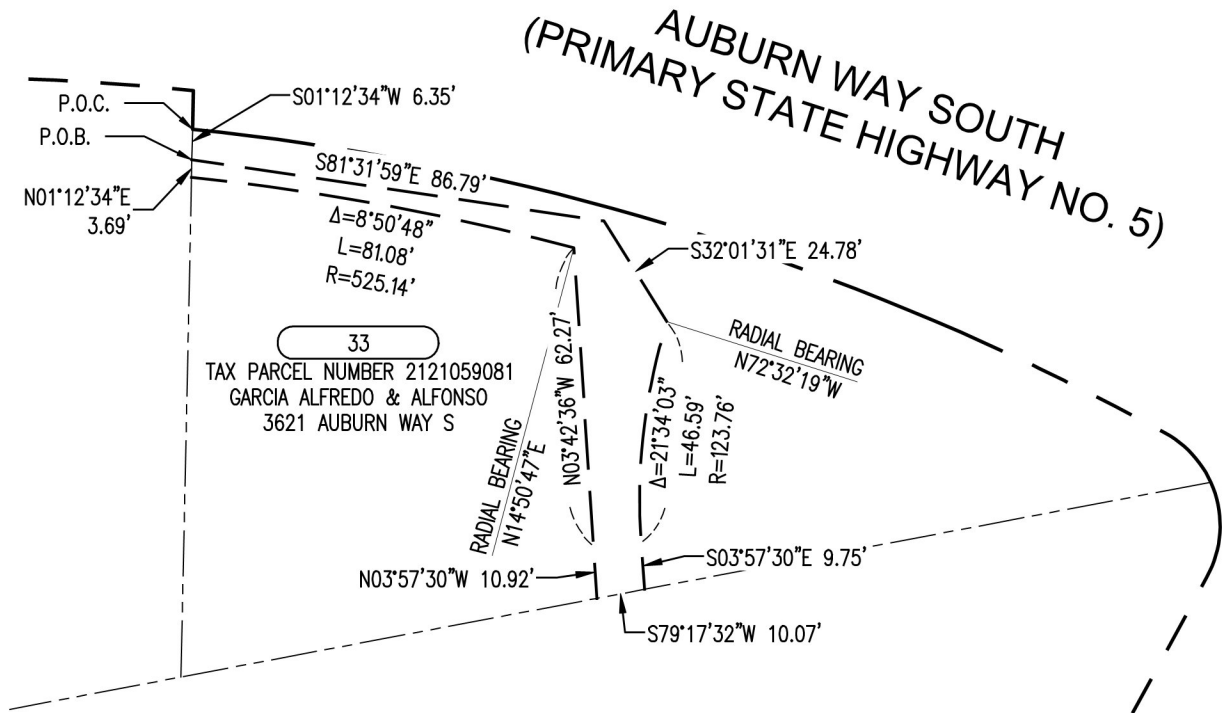
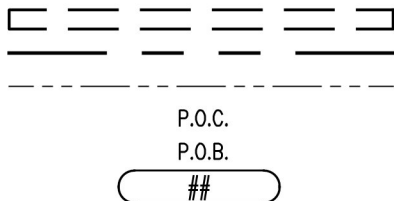


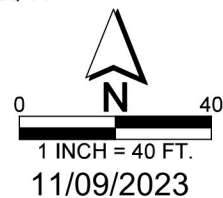
EXHIBIT E
TEMPORARY CONSTRUCTION EASEMENT
A PORTION OF THE SE 1/4 OF SW 1/4,
SEC. 21, T. 21 N, R. 05 E, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON



LEGEND



TEMPORARY CONSTRUCTION EASEMENT AREA=1,279 SQ FT
 RIGHT OF WAY
 PARCEL LINE
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 ## PARCEL NUMBER



Parametrix

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 P 253.604.6600
 WWW.PARAMETRIX.COM
 PROJECT NUMBER 214-1931-044



FA No.
 Parcel No.: 212105-9081-08

EXHIBIT F
PERMANENT EASEMENT
LEGAL DESCRIPTION
Parcel No. 212105-9081-08

THAT PORTION OF THE PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY MARGIN OF THE AUBURN-ENUMCLAW PAVED HIGHWAY AS ESTABLISHED BY DEED TO KING COUNTY RECORDED UNDER RECORDING NUMBER 960216, WITH THE WESTERLY LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE EASTERLY AND SOUTHEASTERLY, ALONG SAID SOUTHERLY MARGIN AND ALONG THE SOUTHWESTERLY MARGIN OF SAID HIGHWAY, A DISTANCE OF 320 FEET;

THENCE WEST 260 FEET, MORE OR LESS, TO SAID WESTERLY LINE OF THE EAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE NORTHERLY, ALONG SAID WESTERLY LINE, 30 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPT THE WEST 75 FEET THEREOF;

AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF AUBURN BY DEED RECORDED UNDER RECORDING NUMBER 20050309001891.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE-DESCRIBED PROPERTY, SAID POINT ALSO BEING THE SOUTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NUMBER 5);

THENCE ALONG THE WEST LINE OF THE ABOVE-DESCRIBED PROPERTY, SOUTH 01°12'34" WEST 6.35 FEET;

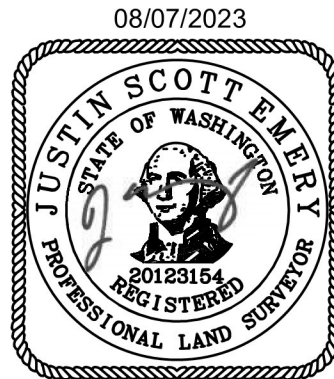
THENCE DEPARTING SAID WEST LINE, SOUTH 81°31'59" EAST 86.79 FEET;

FA No.
Parcel No. 212105-9081-08

THENCE NORTH 15°20'37" EAST 3.00 FEET TO THE SOUTH MARGIN OF AUBURN WAY SOUTH (PRIMARY STATE HIGHWAY NUMBER 5) AND TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 535.14 FEET, THE RADIAL LINE OF WHICH BEARS NORTH 15°20'37" EAST;

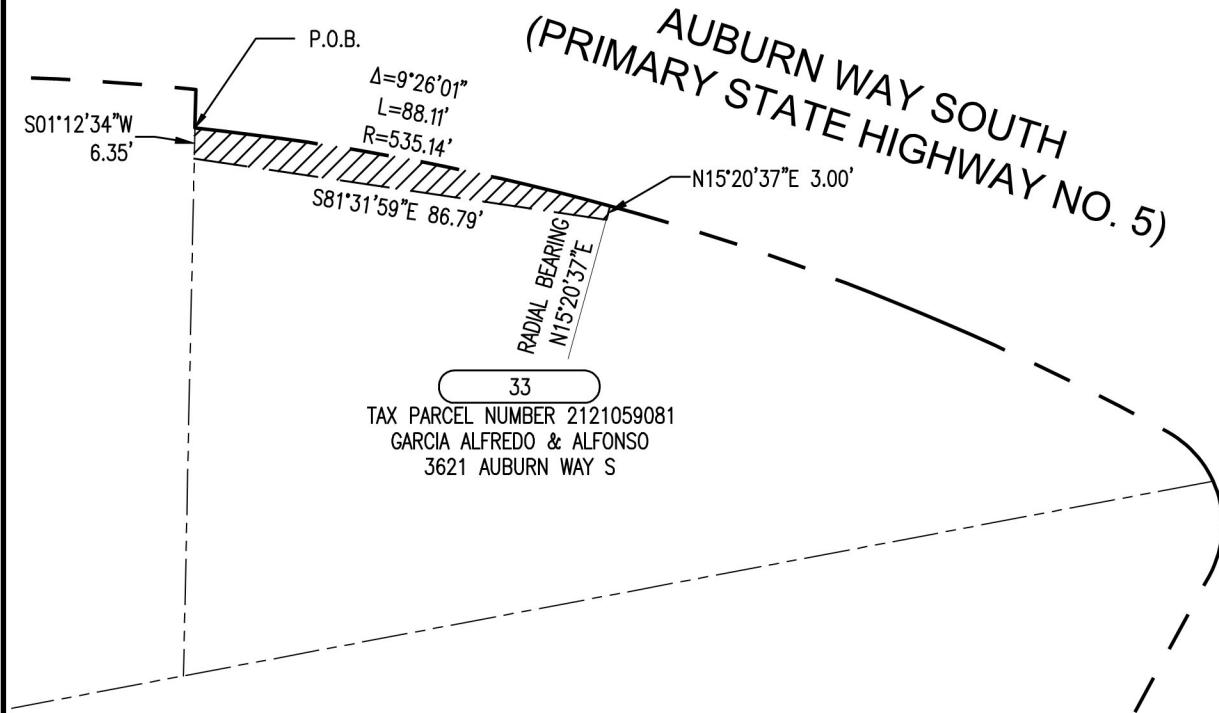
THENCE NORTHWESTERLY ALONG SAID SOUTH MARGIN AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°26'01" FOR AN ARC LENGTH OF 88.11 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT EASEMENT CONTAINS 511 SQUARE FEET, MORE OR LESS



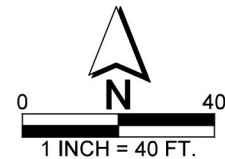
FA No.
Parcel No. 212105-9081-08

**EXHIBIT G
PERMANENT EASEMENT
A PORTION OF THE SE 1/4 OF SW 1/4,
SEC. 21, T. 21 N, R. 05 E, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON**



LEGEND

	PERMANENT EASEMENT AREA=511 SQ FT
	RIGHT OF WAY
	PARCEL LINE
	POINT OF BEGINNING
	PARCEL NUMBER



08/07/2023

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PROJECT NUMBER 214-1931-044



FA No.
Parcel No. 212105-9081-08

Property Owner: Mythili Ramachandran

Tax Parcel: 212105-9103-02

EXHIBIT A
PARCEL LEGAL DESCRIPTION
Tax Parcel 212105-9103-02

NEW PARCEL A, CITY OF AUBURN BOUNDARY LINE ADJUSTMENT NO. BLA-16-0006, RECORDED
OCTOBER 11, 2016 UNDER RECORDING NUMBER 20161011900005, IN KING COUNTY, WASHINGTON.

FA No.
Parcel No. 212105-9103-02

EXHIBIT B
RIGHT OF WAY ACQUISITION AREA
LEGAL DESCRIPTION
Tax Parcel 212105-9103-02

THAT PORTION OF NEW PARCEL A, CITY OF AUBURN BOUNDARY LINE ADJUSTMENT NO. BLA-16-0006, RECORDED OCTOBER 11, 2016 UNDER RECORDING NUMBER 20161011900005, IN KING COUNTY, WASHINGTON.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF SAID PARCEL, SAID POINT ALSO BEING THE WEST MARGIN OF POPLAR STREET SE;

THENCE ALONG THE SOUTHWEST LINE OF SAID PARCEL, NORTH 44°56'43" WEST 5.21 FEET TO A LINE PARALLEL WITH AND 5.00 FEET WEST OF SAID WEST MARGIN;

THENCE ALONG SAID PARALLEL LINE, NORTH 28°36'09" EAST 27.98 FEET;

THENCE NORTH 03°57'30" WEST 179.55 FEET TO THE NORTH LINE OF SAID PARCEL;

THENCE ALONG SAID NORTH LINE, NORTH 79°17'32" EAST 120.07 FEET TO THE WEST MARGIN OF POPLAR STREET SE AND A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 22.00 FEET, THE RADIAL LINE OF WHICH BEARS NORTH 65°41'27" EAST;

THENCE ALONG SAID WEST MARGIN AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°54'42" FOR AN ARC LENGTH OF 20.32 FEET;

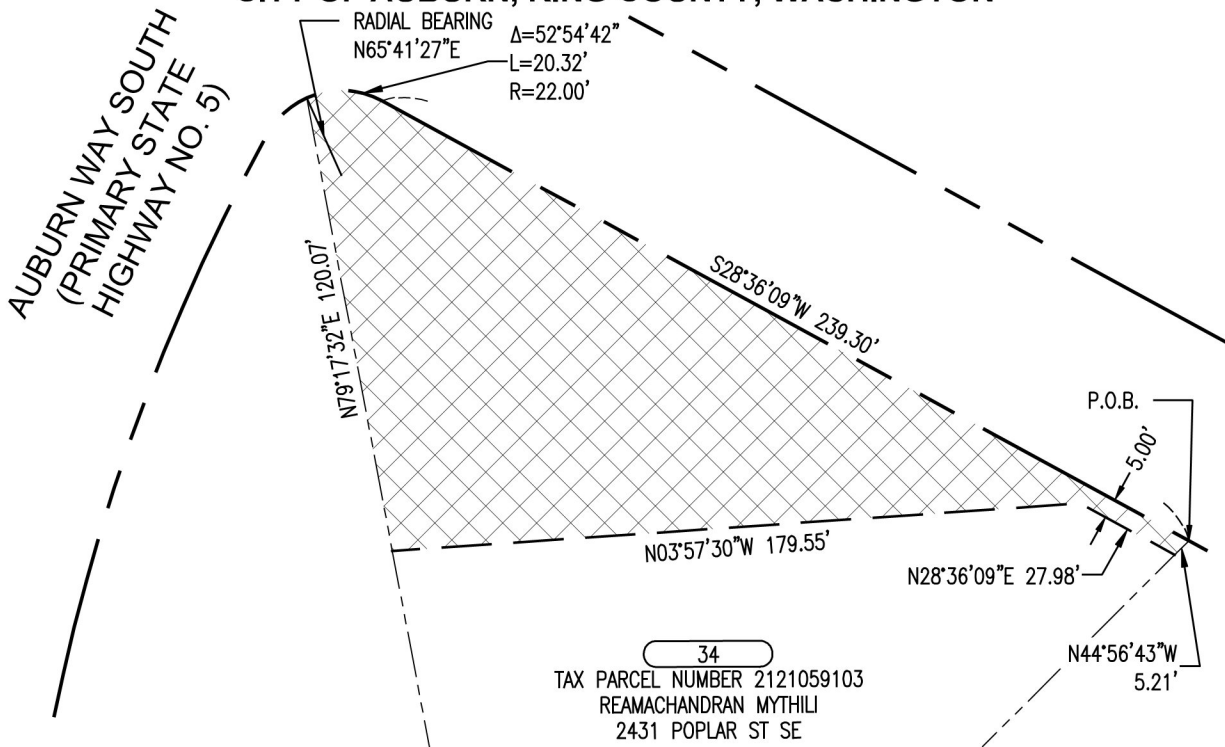
THENCE CONTINUING ALONG SAID WEST MARGIN, SOUTH 28°36'09" WEST 239.30 FEET TO THE POINT OF BEGINNING.

SAID RIGHT OF WAY CONTAINS 12,363 SQUARE FEET, MORE OR LESS

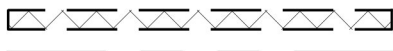


FA No.
Parcel No. 212105-9103-02

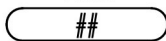
EXHIBIT C
RIGHT OF WAY ACQUISITION AREA DRAWING
Tax Parcel 212105-9103-02
A PORTION OF THE SE 1/4 OF SW 1/4,
SEC. 21, T. 21 N, R. 05 E, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON



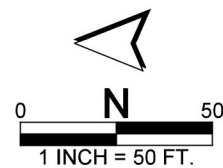
LEGEND



P.O.B.



RIGHT OF WAY ACQUISITION AREA=12,363 SQ FT
 RIGHT OF WAY
 PARCEL LINE
 POINT OF BEGINNING
 PARCEL NUMBER



08/09/2023



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 P 253.604.6600
 WWW.PARAMETRIX.COM
 PROJECT NUMBER 214-1931-044

FA No.
 Parcel No. 212105-9103-02

EXHIBIT D
TEMPORARY CONSTRUCTION EASEMENT AREA
LEGAL DESCRIPTION
Tax Parcel 212105-9103-02

THAT PORTION OF NEW PARCEL A, CITY OF AUBURN BOUNDARY LINE ADJUSTMENT NO. BLA-16-0006, RECORDED OCTOBER 11, 2016 UNDER RECORDING NUMBER 20161011900005, IN KING COUNTY, WASHINGTON.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID PARCEL, SAID POINT ALSO BEING THE WEST MARGIN OF POPLAR STREET SE;

THENCE ALONG THE SOUTHWEST LINE OF SAID PARCEL, NORTH 44°56'43" WEST 5.21 FEET TO THE POINT OF BEGINNING AND A LINE PARALLEL WITH AND 5.00 FEET WEST OF SAID WEST MARGIN;

THENCE ALONG SAID PARALLEL LINE, NORTH 28°36'09" EAST 27.98 FEET;

THENCE NORTH 03°57'30" WEST 179.55 FEET TO THE NORTH LINE OF SAID PARCEL;

THENCE ALONG SAID NORTH LINE, SOUTH 79°17'32" WEST 10.07 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 03°57'30" EAST 175.44 FEET TO A LINE PARALLEL WITH AND 15.00 FEET WEST OF SAID WEST MARGIN;

THENCE ALONG SAID PARALLEL LINE, SOUTH 28°36'09" WEST 22.10 FEET TO THE SOUTHWEST LINE OF SAID PARCEL;

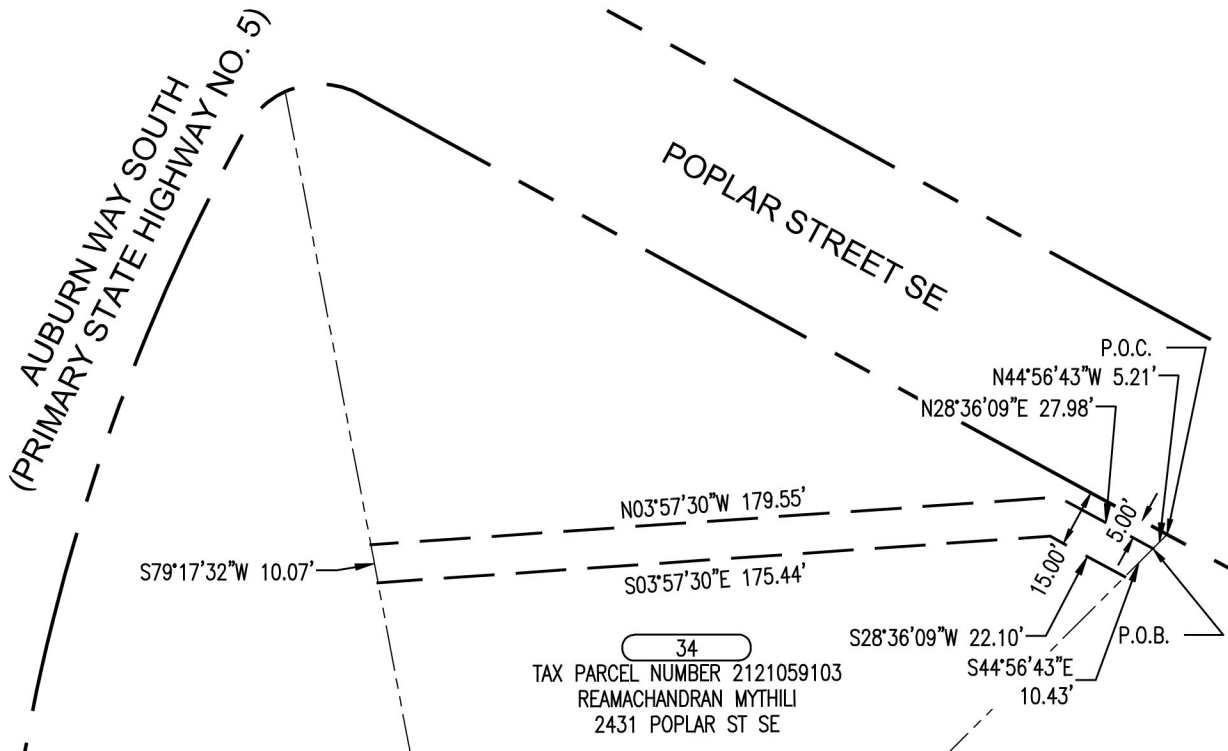
THENCE ALONG SAID SOUTHWEST LINE, SOUTH 44°56'43" EAST 10.43 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 2,025 SQUARE FEET, MORE OR LESS

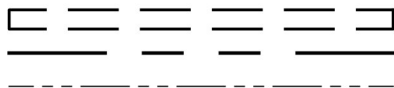
08/09/2023



EXHIBIT E
TEMPORARY CONSTRUCTION EASEMENT
A PORTION OF THE SE 1/4 OF SW 1/4,
SEC. 21, T. 21 N, R. 05 E, W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON



LEGEND



P.O.C.

P.O.B.



TEMPORARY CONSTRUCTION EASEMENT AREA=2,025 SQ FT

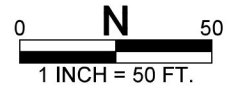
RIGHT OF WAY

PARCEL LINE

POINT OF COMMENCEMENT

POINT OF BEGINNING

PARCEL NUMBER



08/09/2023

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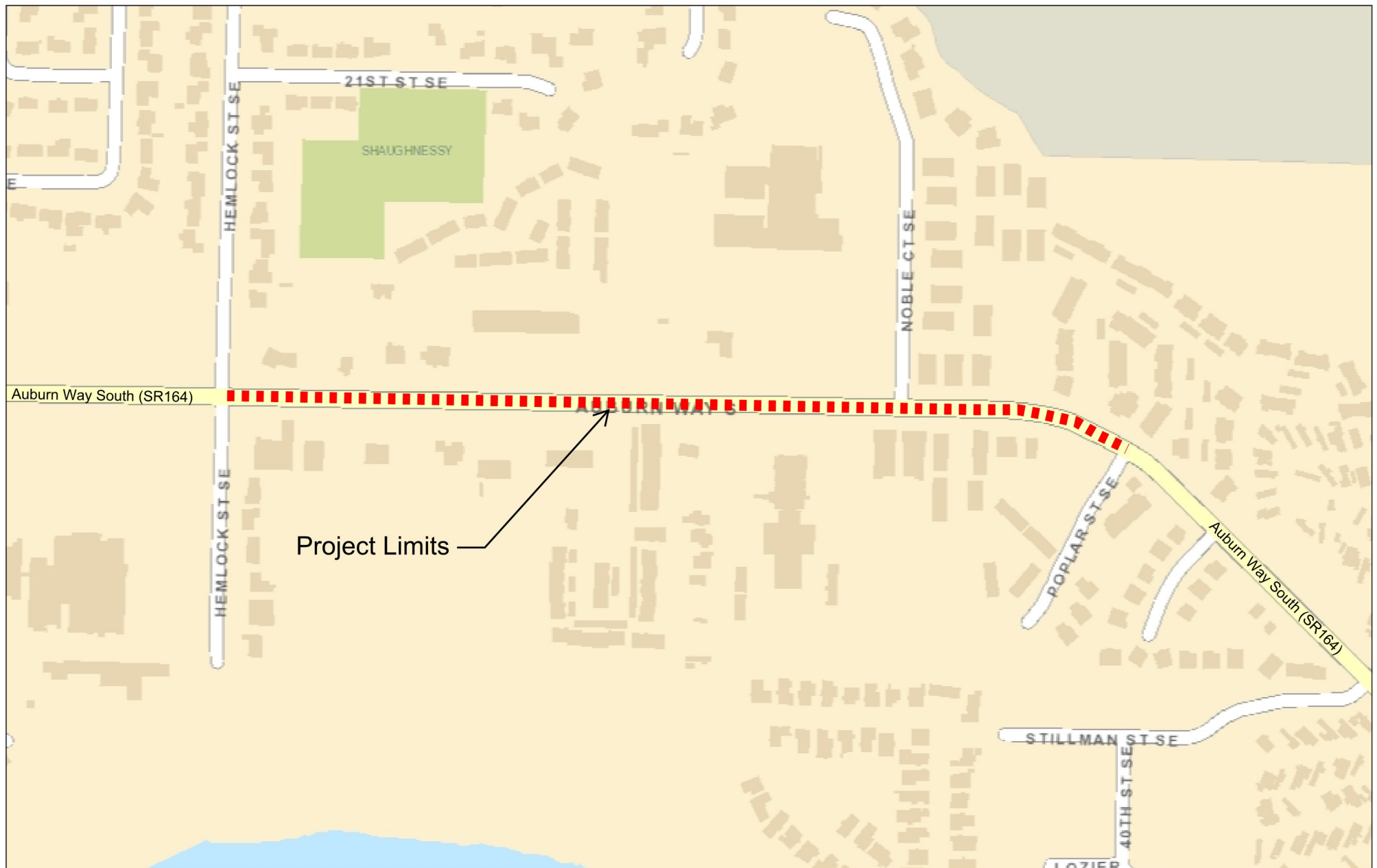
WWW.PARAMETRIX.COM
PROJECT NUMBER 214-1931-044



FA No.
Parcel No.: 212105-9103-02

Auburn Way S (SR-164) - Hemlock to Poplar

Printed Date: 6/5/2019
Map Created by City of Auburn eGIS
Imagery Date: May 2015



666.7 0 333.3 666.7 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

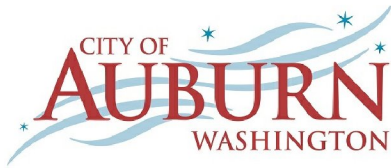
1in = 333 ft

1:4,000



Page 109 of 168

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:

Resolution No. 5756 (Gaub)

Date:

January 22, 2024

Department:

Public Works

Attachments:

[Resolution No. 5756](#)

[Exhibit A](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5756.

Background for Motion:

The Washington Department of Ecology offers biennial Stormwater Capacity Grants to all permittees under the National Pollution Discharge Elimination Permit (NPDES) and therefore the City of Auburn is eligible to receive \$130,000 to assist in implementation of our City wide NPDES permit.

Background Summary:

Resolution No. 5756 authorizes the Mayor to execute and administer an agreement accepting a Stormwater Capacity Grant. Capacity grants are offered by Ecology every two years and can be used in many ways towards compliance with our NPDES permit. The City has been receiving and using these grants since 2010, however previous grant awards have been below the threshold requiring Council approval. The amount for the 2023-2025 grant is \$130,000 which requires Council approval through this Resolution.

Reviewed by Council Committees:

Councilmember: Tracy Taylor

Staff:

Ingrid Gaub

Meeting Date: February 5, 2024

Item Number:

RES.A

RESOLUTION NO. 5756

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AND ADMINISTER AN AGREEMENT ACCEPTING A GRANT FROM THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR IMPLEMENTATION OF REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL STORMWATER PHASE II PERMIT

WHEREAS, the City desires to improve water quality in the State of Washington;
and

WHEREAS, the Washington State Department of Ecology (Ecology) provides biennial stormwater capacity grants to assist National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Phase II permittees for implementing and managing municipal stormwater programs; and

WHEREAS, the City of Auburn is a Phase II permittee within the department of ecology NPDES permit system; and

WHEREAS, the City recognizes the importance of securing additional resources to enhance and protect the quality of our waters and natural resources; and

WHEREAS, the City is eligible to receive \$130,000.00 from Ecology's 2023-2025 Biennial Stormwater Capacity Grant; and

WHEREAS, it is in the best interest of the City to use grant monies to help finance the City's compliance with NPDES requirements.

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

Section 1. The Mayor is authorized to execute and administer an Agreement between the City and the Washington State Department of Ecology, which agreement will be in substantial conformity with the agreement attached as Exhibit A, and to expend any DOE awarded grant funds.

Section 2. The Mayor is authorized to negotiate, execute, and administer agreements to expend the grant funds for implementing the requirements of the NPDES Municipal Stormwater Phase II Permit and to implement other administrative procedures necessary to carry out the directives of this legislation.

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed this _____ day of _____, 2024.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Harry Boesche, Acting City Attorney



Agreement No. WQSWCAP-2325-ACDPWD-00012

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF AUBURN

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Auburn, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2023-2025 Biennial Stormwater Capacity Grants
Total Cost:	\$130,000.00
Total Eligible Cost:	\$130,000.00
Ecology Share:	\$130,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	03/31/2025
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2325-ACDPWD-00012
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Auburn

RECIPIENT INFORMATION

Organization Name: City of Auburn

Federal Tax ID: 91-6001228
UEI Number: LT4FLVEW5U28

Mailing Address: 25 West Main Street
Auburn, WA 98001

Physical Address: 25 West Main Street
Auburn, Washington 98001

Organization Email: igaub@auburnwa.gov

Contacts

Agreement No: WQSWCAP-2325-ACDPWD-00012
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Auburn

Project Manager	Tim Carlaw Storm Engineer 25 West main Auburn, Washington 98001 Email: tcarlaw@auburnwa.gov Phone: (253) 804-5060
Billing Contact	Consuelo Rogel Financial Analyst 25 West Main Street Auburn, Washington 98001 Email: crogel@auburnwa.gov Phone: (253) 804-5023
Authorized Signatory	Nancy Backus Mayor 25 W Main St Auburn, Washington 98001 Email: nbackus@auburnwa.gov Phone: (253) 931-3041

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State Department of Ecology	City of Auburn
By: _____	By: _____
Vincent McGowan, P.E. Water Quality Program Manager	Nancy Backus Mayor
Date	Date

Template Approved to Form by
Attorney General's Office

Agreement No: WQSWCAP-2325-ACDPWD-00012
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Auburn

SCOPE OF WORK

Task Number: 1 **Task Cost: \$5,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

Agreement No: WQSWCAP-2325-ACDPWD-00012
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Auburn

SCOPE OF WORK

Task Number: 2

Task Cost: \$125,000.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTs will implement measures required by Phase I and II NPDES permits.

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET

Funding Distribution EG240226

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2023-25 Stormwater Capacity Grant

Funding Type: Grant

Funding Effective Date: 07/01/2023

Funding Expiration Date: 03/31/2025

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)

Fund: FD

Type: State

Funding Source %: 100%

Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

2023-25 Stormwater Capacity Grant	Task Total
Grant and Loan Administration	\$ 5,000.00
Permit Implementation	\$ 125,000.00
Total: \$ 130,000.00	

Agreement No: WQSWCAP-2325-ACDPWD-00012
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Auburn

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2023-25 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 130,000.00	\$ 130,000.00
Total		\$ 0.00	\$ 130,000.00	\$ 130,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered

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transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in

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the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: WQSWCAP-2325-ACDPWD-00012
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Auburn

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

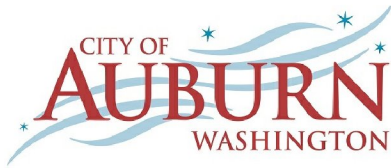
29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5757 (Thomas)

Date:

January 25, 2024

Department:

Finance

Attachments:

[Resolution No. 5757 2023-205 LSWFA Grant](#)
[Agreement No. SWMLSWFA 2023 Auburn SW-00155](#)

Budget Impact:**Administrative Recommendation:**

For City Council to approve Resolution No. 5757 and accept the grant.

Background for Motion:

Resolution No. 5757 is for a \$97,612.00 grant from the Department of Ecology for the City's 2023-2025 waste reduction and recycling program.

Background Summary:

The Washington State Department of Ecology (Ecology) requests to enter into an interlocal agreement with the City of Auburn for the 2023-2025 Local Solid Waste Financial Assistance Grant Program. Ecology has appropriated a 75% grant in the amount of \$97,612.00 for the City to promote waste reduction and recycling. The remaining 25% match of 32,537.33 will come from a King County Waste Reduction and Recycling Grant.

The grant funding will be used to support the following: contamination reduction in recycling at multifamily properties, community yard sale, classroom presentations, milk dispenser pilot program with Auburn School District, outreach at City-sponsored events, and a recycling collection event.

Reviewed by Council Committees:

Councilmember: Kate Baldwin

Staff:

Jamie Thomas

Meeting Date: February 5, 2024

Item Number:

RES.B

RESOLUTION NO. 5757

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND THE DEPARTMENT OF ECOLOGY TO IMPLEMENT THE 2023-2025 LOCAL SOLID WASTE FINANCIAL ASSISTANCE GRANT PROGRAM AND TO ACCEPT AND EXPEND PROGRAM GRANT FUNDS

WHEREAS, King County and the City of Auburn have adopted the King County Solid Waste Management Plan, which includes recycling and waste reduction goals; and

WHEREAS, in order to help meet these goals, the Department of Ecology with King County Solid Waste Division has established a waste reduction and recycling grant program for the suburban cities; and

WHEREAS, this program provides funding to further the development of local waste reduction and recycling for Auburn businesses and residents.

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

Section 1. The Mayor is authorized to execute an Agreement between the City and the Department of Ecology for the 2023-2025 Local Solid Waste Financial Assistance Grant Program, which agreement will be in substantial conformity with the agreement attached hereto, and to accept and expend program grant funds in the amount of \$97,612.00.

Section 2. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Harry Boesche, Acting City Attorney



Agreement No. SWMLSWFA-2023-AubuSW-00155

SOLID WASTE MANAGEMENT LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF AUBURN

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and CITY OF AUBURN, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	P&I City of Auburn
Total Cost:	\$130,149.33
Total Eligible Cost:	\$130,149.33
Ecology Share:	\$97,612.00
Recipient Share:	\$32,537.33
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Planning & Implementation

Project Short Description:

The City of Auburn will spend \$130,149.33 to reduce residential waste by 3 Tons and increase residential recycling by 3 Tons, reduce waste in schools by 22 Tons, collect 2 Tons of material for recycling through collection events, and divert 9 Tons of business organics away from the landfill.

Project Long Description:

See the Scope of Work section for more detailed information related to individual Tasks.

Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

Agreement No: SWMLSWFA-2023-AubuSW-00155

Project Title: P&I City of Auburn

Recipient Name: CITY OF AUBURN

RECIPIENT INFORMATION

Organization Name: CITY OF AUBURN

Federal Tax ID: 91-6001228

UEI Number: LT4FLVEW5U28

Mailing Address: 25 West Main St
Auburn, WA 98001

Physical Address: 25 West Main St
Auburn, Washington 98001

Organization Email: jenelson@auburnwa.gov

Contacts

Agreement No: SWMLSWFA-2023-AubuSW-00155

Project Title: P&I City of Auburn

Recipient Name: CITY OF AUBURN

Project Manager	Joan Nelson Utility Billing Services Manager 25 West Main St Auburn, Washington 98001 Email: jenelson@auburnwa.gov Phone: (253) 931-5103
Billing Contact	Consuelo Rogel Financial Analyst 25 West Main Street Auburn, Washington 98001 Email: crogel@auburnwa.gov Phone: (253) 804-5023
Authorized Signatory	Nancy Backus Mayor 25 W Main St Auburn, Washington 98001 Email: nbackus@auburnwa.gov Phone: (253) 931-3041

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Audrey Taber PO Box 330316 Shoreline, Washington 98133-9716 Email: atab461@ecy.wa.gov Phone: (425) 414-5267
Financial Manager	Audrey Taber PO Box 330316 Shoreline, Washington 98133-9716 Email: atab461@ecy.wa.gov Phone: (425) 414-5267

Agreement No: SWMLSWFA-2023-AubuSW-00155
Project Title: P&I City of Auburn
Recipient Name: CITY OF AUBURN

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

CITY OF AUBURN

By: _____

By: _____

Peter Lyon
Solid Waste Management
Program Manager

Date

Nancy Backus
Mayor

Date

Template Approved to Form by
Attorney General's Office

Nancy Backus

Mayor

Date

Agreement No: SWMLSWFA-2023-AubuSW-00155
Project Title: P&I City of Auburn
Recipient Name: CITY OF AUBURN

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$47,725.36

Task Title: Residential Recycling/Waste Prevention

Task Description:

RECIPIENT, with a contractor, will conduct residential outreach to promote waste reduction and recycling (WRR), with particular emphasis on multi-family properties to reduce contamination in recycling collection.

RECIPIENT will conduct targeted contamination reduction outreach to at least four multifamily properties in the City of Auburn, totaling approximately one hundred twenty-five units. RECIPIENT will measure contamination reduced using a baseline audit and then continued monitoring one time per week for three months, while distributing outreach material throughout the three months.

RECIPIENT will conduct additional outreach efforts which may include:

- Producing WRR advertisements, flyers, and postcards.
- Providing educational table displays, virtual training materials or workshops.
- Staffing at City of Auburn (City) events related to promoting WRR.
- Promoting participation in two community yard sales and monitoring an online map used by participants.
- Working with the City's contracted service provider on education and assistance for new Solid Waste Contract changes, including updating commercial customers on WRR services.

Activities that go beyond the scope of materials management (such as management of wastes and toxics and the generation and handling thereof) may be eligible up to the portion that relates to materials management. For example, if workshops discuss things like energy conservation, that is beyond the scope of materials management, and that portion would need to be removed from the reimbursement request for this task.

This task includes development and distribution of promotional materials in a variety of formats to encourage program participation. In accordance with provisions 3 and 19 of the General Terms and Conditions of this agreement, RECIPIENT is encouraged to work with their ECOLOGY grant manager when developing promotional materials and must provide a draft copy for review and approval ten (10) business days prior to production and distribution of materials.

Reimbursement for costs incurred by contractors to implement work identified in this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT, and require ECOLOGY approval.

Costs eligible for reimbursement:

- Staff salaries and benefits, and indirect up to 30%
- Contractor costs to implement task
- Costs to develop, print, and distribute educational and outreach materials, pre-approved in writing by ECOLOGY
- Costs not listed here but pre-approved in writing by ECOLOGY

Costs not eligible for reimbursement:

- Collection and disposal costs of any materials collected or advertised as collected for recycling or reuse, and or

- marketed for recycling or reuse under this task
- Overtime unless the individual spent 100 percent of their time on LSWFA activities in the core 40-hour work week
 - Costs covered by existing product stewardship organizations and costs covered by new product stewardship organizations that are fully implemented during this agreement period
 - Costs at collection events that are covered by product stewardship organizations
 - Staff participation in trainings, workshops and or conferences not pre-approved in writing by ECOLOGY
 - Costs of membership in civic, business, technical and or professional organizations not pre-approved in writing by ECOLOGY
 - Costs not supported with required documentation

Task Goal Statement:
The goal of this task is to decrease the amount of waste and increase recycling in multifamily residential containers.

Task Expected Outcome:
RECIPIENT expects to see a reduction in waste by 3 Tons and an increase in recycling by 3 Tons.

Residential Recycling/Waste Prevention
Deliverables

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

Agreement No: SWMLSWFA-2023-AubuSW-00155
Project Title: P&I City of Auburn
Recipient Name: CITY OF AUBURN

SCOPE OF WORK

Task Number: 2

Task Cost: \$39,638.22

Task Title: Business Recycling/Waste Prevention

Task Description:

RECIPIENT, with a contractor, will support the Auburn School District's (ASD) continuing work to increase their diversion rate, reduce contamination of recycling and organics waste streams, and reduce overall waste.

Activity: Waste Diversion

RECIPIENT will provide waste reduction and recycling presentations to students. RECIPIENT will give the ASD Resource Conservation Manager (RCM) advanced notice of the dates and locations of the classroom presentations. RECIPIENT will coordinate with the RCM to increase waste prevention and recycling through the promotion of the King County Green Schools and Washington Green Schools programs.

Activity: Waste Prevention/Reduction

RECIPIENT will purchase and coordinate installation of water bottle filling stations within the ASD in eligible locations to help reduce the amount of water bottles being used and discarded. RECIPIENT must coordinate with ECOLOGY for written approval of eligible locations prior to installation and for each station must complete an Equipment Purchase Report in EAGL, retain ownership, maintain the equipment according to the manufacturer's instructions, track the equipment's location and use, and follow ECOLOGY's instructions for disposition at the end of the grant.

RECIPIENT will purchase milk dispensers to replace the use of single-use milk cartons. RECIPIENT will purchase reusable food trays for schools that are still using the single-use trays. If equipment is needed by a school, the RECIPIENT, must get prior written approval from ECOLOGY to purchase the equipment.

This task includes development and distribution of promotional materials in a variety of formats to encourage program participation. In accordance with provisions 3 and 19 of the General Terms and Conditions of this agreement, RECIPIENT is encouraged to work with their ECOLOGY grant manager when developing promotional materials and must provide a draft copy for review and approval ten (10) business days prior to production and distribution of materials.

To measure the outcomes of this Task work, RECIPIENT will conduct waste audits to measure the waste reduced.

Costs Eligible for Reimbursement

- Staff salaries and benefits, and indirect up to 30%
- Contractor costs
- Development and production of program material including presentation prop, pre-approved in writing by ECOLOGY
- Water bottle refilling stations and installation of them, written pre-approval is required
- Milk dispensers including any parts needed (i.e. bladders), reusable food trays
- Costs not listed here but approved in writing by ECOLOGY

Costs Ineligible for Reimbursement

- Collection and disposal costs of any materials collected or advertised as collected for recycling or reuse, and or

- marketed for recycling or reuse under this task
- Overtime unless the individual spent 100 percent of their time on LSWFA activities in the core 40-hour work week
 - Costs covered by existing product stewardship organizations and costs covered by new product stewardship organizations that are fully implemented during this agreement period
 - Costs at collection events that are covered by product stewardship organizations
 - Staff participation in trainings, workshops and or conferences not pre-approved in writing by ECOLOGY
 - Costs of membership in civic, business, technical and or professional organizations not pre-approved in writing by ECOLOGY
 - Costs not supported with required documentation

Task Goal Statement:
The goal of this task is to work with the school district to increase waste reduction.

Task Expected Outcome:
RECIPIENT anticipates a reduction in waste by 22 Tons.

Business Recycling/Waste Prevention
Deliverables

Number	Description	Due Date
2.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

Agreement No: SWMLSWFA-2023-AubuSW-00155
Project Title: P&I City of Auburn
Recipient Name: CITY OF AUBURN

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$20,000.00

Task Title: Recycling Operations

Task Description:

RECIPIENT, with the help of a contractor, will support the operation, coordination, and promotion of collection events for items not typically collected in curbside recycling. Services may focus on collection and recycling (but is not limited to): polystyrene foam, mattresses, specific (non-hazardous) electronics, clean scrap wood, branches and stumps, scrap metal, CFC-containing appliances, secure document shredding.

Work to be performed:

- Organize, stage, and staff one (1) neighborhood recycling event, including scheduling and paying vendors.
- Advertisement of the event.
- Distribution of the outreach materials at the event.
- Responsible recycling, or disposing (such as for some hazardous waste) of the collected materials.
- Calculating and reporting outcomes of each event to ECOLOGY.

Costs, product and or materials covered by existing product stewardship organizations such as E-Cycle Washington, LightRecycle Washington, Call2Recycle, and PaintCare or by new product stewardship organizations that are fully implemented during this agreement period are not reimbursable by this grant program.

This task includes development and distribution of promotional materials in a variety of formats to encourage program participation. In accordance with provisions 3 and 19 of the General Terms and Conditions of this agreement, RECIPIENT is encouraged to work with their ECOLOGY grant manager when developing promotional materials and must provide a draft copy for review and approval ten (10) business days prior to production and distribution of materials.

RECIPIENT may contract for assistance with this task. Reimbursement for costs incurred by contractors to perform work identified in this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT and require ECOLOGY approval.

RECIPIENT will credit the grant for revenue received from fees or sales of items this Task is directly supporting.

Costs Eligible for Reimbursement

- Staff salaries and benefits, and indirect up to 30%
- Contractor, service provider, non-profit, or community organization costs
- Costs to develop, print, and distribute educational and outreach materials, pre-approved in writing by ECOLOGY
- Costs not listed here but approved in writing by ECOLOGY

Costs Ineligible for Reimbursement

- Collection and disposal costs of any materials collected or advertised as collected for recycling or reuse, and or marketed for recycling or reuse under this task
- Overtime unless the individual spent 100 percent of their time on LSWFA activities in the core 40-hour work week

- Costs covered by existing product stewardship organizations and costs covered by new product stewardship organizations that are fully implemented during this agreement period
- Costs at collection events that are covered by product stewardship organizations
- Staff participation in trainings, workshops and or conferences not pre-approved in writing by ECOLOGY
- Costs of membership in civic, business, technical and or professional organizations not pre-approved in writing by ECOLOGY
- Costs not supported with required documentation

Task Goal Statement:

The goal of this Task is to increase diversion from the landfill and reduce illegal dumping by providing access to recycling for items that are banned from disposal or not typically recycled via routine curbside collection services.

Task Expected Outcome:

With the Task Cost, RECIPIENT anticipates collecting 2 Tons of material for recycling.

Recycling Operations

Deliverables

Number	Description	Due Date
3.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

Agreement No: SWMLSWFA-2023-AubuSW-00155
Project Title: P&I City of Auburn
Recipient Name: CITY OF AUBURN

SCOPE OF WORK

Task Number: 4 **Task Cost:** \$22,785.75

Task Title: Organics Management

Task Description:

RECIPIENT, with the help of a contractor, will target businesses to provide outreach and education on organics management laws and provide information and resources on collection programs available. RECIPIENT will utilize messaging, virtual workshops, and hosting booths at local events to provide the outreach and education. RECIPIENT will also provide technical assistance such as organics best practices, container size, locations, potential service level changes, culturally appropriate posters and signage, container decals, etc. at participating businesses.

RECIPIENT will track the diversion outcomes by tracking base line data for the two quarters previous to this agreement (not reimbursable) followed by education and outreach. Any additional organics diverted, above base line, will be assumed to be the result of the education and outreach.

RECIPIENT may contract for assistance with this task. Reimbursement for costs incurred by contractors to perform work identified in this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT and require ECOLOGY approval.

Costs, product and or materials covered by existing product stewardship organizations such as E-Cycle Washington, LightRecycle Washington, Call2Recycle, and PaintCare or by new product stewardship organizations that are fully implemented during this agreement period are not reimbursable by this grant program.

This task includes development and distribution of promotional materials in a variety of formats to encourage program participation. In accordance with provisions 3 and 19 of the General Terms and Conditions of this agreement, RECIPIENT is encouraged to work with their ECOLOGY grant manager when developing promotional materials and must provide a draft copy for review and approval ten (10) business days prior to production and distribution of materials.

Costs Eligible for Reimbursement

- Staff salaries and benefits, and indirect up to 30%
- Contractor costs, purchased services
- Costs to develop, print, and distribute educational and outreach materials, pre-approved in writing by ECOLOGY
- Costs not listed here but approved in writing by ECOLOGY

Costs Ineligible for Reimbursement

- Collection and disposal costs of any materials collected or advertised as collected for recycling or reuse, and or marketed for recycling or reuse under this task
- Overtime unless the individual spent 100 percent of their time on LSWFA activities in the core 40-hour work week
- Costs covered by existing product stewardship organizations and costs covered by new product stewardship organizations that are fully implemented during this agreement period
- Costs at collection events that are covered by product stewardship organizations

- Staff participation in trainings, workshops and or conferences not pre-approved in writing by ECOLOGY
- Costs of membership in civic, business, technical and or professional organizations not pre-approved in writing by ECOLOGY
- Costs not supported with required documentation

Task Goal Statement:
The goal of this task is to increase diversion of organic waste from the landfill.

Task Expected Outcome:
With Task Cost, RECIPIENT anticipates diverting 9 Tons of organic waste from the landfill.

Organics Management

Deliverables

Number	Description	Due Date
4.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

BUDGET

Agreement No: SWMLSWFA-2023-AubuSW-00155

Project Title: P&I City of Auburn

Recipient Name: CITY OF AUBURN

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
P&I City of Auburn	25.00 %	\$ 32,537.33	\$ 97,612.00	\$ 130,149.33
Total		\$ 32,537.33	\$ 97,612.00	\$ 130,149.33

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

If the scope of this Agreement includes recycling activity managed or performed by the RECIPIENT at a recycling center (such as a transfer station or drop box location) or other locations, ECOLOGY will not reimburse disposal costs for materials collected or advertised as collected for recycling/reuse or marketed for recycling/reuse under this Agreement, unless approved in writing by ECOLOGY. RECIPIENT must immediately notify ECOLOGY when the RECIPIENT becomes aware that disposal of materials occurred or may occur due to the market conditions for recycled/reused materials. ECOLOGY may deny new costs or require repayment of costs already reimbursed or remove the task from the Agreement or terminate the Agreement.

ECOLOGY's Solid Waste Management (SWM) program will implement a reporting assessment for all RECIPIENTS of grants administered through the SWM program. The assessment determines the RECIPIENT reporting level required throughout the biennium. If RECIPIENT administrative performance or changes in project circumstances trigger a reassessment, RECIPIENT will be notified of any changes to administrative requirements.

RECIPIENT shall update the Spending Plan and Outcomes Data Collection form at least quarterly. The Spending Plan and Outcomes Data Collection form must be completed concurrent with the submittal of each Payment Request/Progress Report. RECIPIENT shall report outcomes in a manner consistent with instructions in the Local Solid Waste Financial Assistance guidelines.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. ECOLOGY shall have the right to deny reimbursement of payment requests received after this date.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

Agreement No: SWMLSWFA-2023-AubuSW-00155
 Project Title: P&I City of Auburn
 Recipient Name: CITY OF AUBURN

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

Agreement No: SWMLSWFA-2023-AubuSW-00155
Project Title: P&I City of Auburn
Recipient Name: CITY OF AUBURN

For more details on FFATA requirements, see www.fsrs.gov <<http://www.fsrs.gov>>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <<https://sam.gov/SAM>> exclusion list.

Agreement No: SWMLSWFA-2023-AubuSW-00155

Project Title: P&I City of Auburn

Recipient Name: CITY OF AUBURN

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

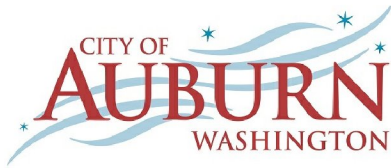
29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5758 (Caillier)

Date:

January 31, 2024

Department:

Police

Attachments:

[Resolution No.5758](#)

[Body Worn Camera agreement](#)

Budget Impact:

\$318,526.58 Grant Award

Administrative Recommendation:

City Council to adopt Resolution No. 5758.

Background for Motion:

City Council to adopt Resolution No. 5758 authorizing the City to accept the \$318,526.58 in grant funding from the Washington Association of Sheriffs and Police Chiefs for the body worn camera program.

Background Summary:

The Auburn Police Department is the recipient of a \$318,526.58 grant from the Washington Association of Sheriffs and Police Chiefs. This grant is for the purpose of assisting law enforcement agencies to establish, expand, and/or maintain body worn camera programs. The grant award is specific to the police department and can be utilized in the following areas: the initial purchase, maintenance, and replacement of body-worn cameras; ongoing costs related to the maintenance and storage of data recorded by body-worn cameras; costs associated with public records requests for body-worn camera footage; and/or hiring of personnel necessary to operate a body-worn camera program. Funds received under this grant must be utilized by June 30, 2024.

Reviewed by Council Committees:

Councilmember: Cheryl Rakes

Staff:

Mark Caillier

Meeting Date: February 5, 2024

Item Number:

RES.C

RESOLUTION NO. 5758

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, ACCEPTING A GRANT AWARD
FROM THE WASHINGTON ASSOCIATION OF SHERIFFS AND
POLICE CHIEFS FOR BODY WORN CAMERAS

WHEREAS, the Auburn Police Department (APD) applied for, and has been awarded a grant from the Washington Association of Sheriffs and Police Chiefs in the amount of \$318,526.58;

WHEREAS, the grant is specific to the police department with the purpose of funding the initial purchase, maintenance, and replacement of body-worn cameras, ongoing costs related to the maintenance, and storage of data recorded by body worn cameras, costs associated with public records requests for body worn camera footage; and/or hiring of personnel necessary to operate a body worn camera program,

WHEREAS, the Auburn Police Department has an established body worn camera program that aligns with the purpose of this grant,

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

Section 1. The City of Auburn and Auburn Police Department are authorized to accept the grant award of \$318,526.58 according to the terms and conditions set forth in the proposed award agreement attached to this Resolution;

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

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

Dated and Signed this _____ day of _____, 2024.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Harry Boesche, Acting City Attorney

**WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
INTERAGENCY AGREEMENT—SPECIFIC TERMS AND CONDITIONS**

BODY-WORN CAMERA GRANT PROGRAM FY 2024

OVERVIEW:

The Washington State Legislature, via budget proviso in the 2023 Legislative Session (see [ESSB 5187](#)), allocated \$1,600,000 to the Washington Association of Sheriffs and Police Chiefs (WASPC) for 2023-2025 biennium, for a body-worn camera grant program in order to assist law enforcement agencies to establish and expand body-worn camera programs. The funds are to be distributed to local law enforcement agencies to fund the following:

- the initial purchase, maintenance, and replacement of body-worn cameras;
- ongoing costs related to the maintenance and storage of data recorded by body-worn cameras;
- costs associated with public records requests for body-worn camera footage; and/or
- hiring of personnel necessary to operate a body-worn camera program.

AGREEMENT:

This AGREEMENT is entered into by and between the **WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS** (hereinafter referred to as WASPC) and the **AUBURN POLICE DEPARTMENT** (hereinafter referred to as the RECIPIENT).

Award Recipient Name and Address: Auburn Police Department 25 W Main St Auburn, WA 98001	Agency Contact: Title: Shaun Feero Email: sfeero@auburnwa.gov Phone: (253) 261-7994
Project Title: Body-Worn Camera Grant Program 2024	Funding Cycle: January 1, 2024—June 30, 2024
Agreement No: BWC-24-02	Funding Authority: WA Association of Sheriffs and Police Chiefs
Grant Award: \$318,526.58	Service Area: City of Auburn

The WASPC point of contact for the Body-Worn Camera Grant Program is Sydney Hansen, Program Coordinator, 360-486-2402 or shansen@waspc.org.

FUNDING SOURCE:

Funding for this AGREEMENT is provided to WASPC through the Criminal Justice Training Commission from the State of Washington. These are state funds allocated by the Washington State Legislature. Funding awarded the RECIPIENT shall not exceed the amount shown above.

SCOPE OF WORK:

Grant recipient shall:

- Use agency procurement procedures for up to \$318,526.58 of the AXON body-worn camera contract costs for the term of July 1, 2023-June30, 2024.

Grant funds may not be used to purchase tasers or any other bundled contract items not associated with body-worn cameras.

DATA COLLECTION AND REPORTING:

The Body-Worn Camera Grant Report form (link below) shall be completed by July 15, 2024.

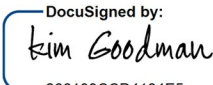
https://waspc.formstack.com/forms/2023_waspc_bwc_grant_application_report

INVOICES FOR REIMBURSEMENT:

Requests for reimbursement shall be submitted included in the BWC Grant Report and must include a completed and signed [A-19](#) and any applicable receipts. Requests for reimbursement shall be submitted by July 15, 2024.

SIGNATURE:

IN WITNESS WHEREOF, WASPC and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and Letter and other documents incorporated herein.

For WASPC Name: Kim Goodman Title: Chief of Staff Agency: Washington Association of Sheriffs & Police Chiefs Date: 1/30/2024	For RECIPIENT Name: Mark Caillier Title: Chief of Police Agency: Auburn Police Department Date: 1/30/2024
Signature:  DocuSigned by: 266109CCD4184E5...	Signature:  DocuSigned by: 0EE74814A802461...