

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

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[Watch the meeting video](#)

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

I. CALL TO ORDER

A. **Pledge of Allegiance**

B. **Roll Call**

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

III. Appointments

IV. Agenda Modifications

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. **Public Hearings**

No public hearing is scheduled for this evening.

B. **Audience Participation**

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

C. **Correspondence**

There is no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

VII. CONSENT AGENDA

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

A. **Minutes of the January 5, 2015 Regular Meeting***

B. **2014 Claims Vouchers (Coleman)**

Claims check numbers 431945 through 431946 and 431948 through 432104 in the amount of \$3,696,684.32 and dated January 20, 2015.

- C. **2015 Claims Vouchers (Coleman)**
Claims voucher number 431944 , 431947 and voucher 432105 through voucher #432182 in the amount of \$2,366,648.78 and two wires in the amount of \$4,428.81 and dated January 20, 2015.
- D. **Payroll Vouchers (Coleman)**
Payroll check numbers 535266 through 535311 in the amount of \$948,081.14, electronic deposit transmissions in the amount of \$1,291,564.71 for a grand total of \$2,239,645.85 for the period covering January 1, 2015 to January 14, 2015.
- E. **Public Works Project No. C207A* (Snyder)**
City Council to award Small Works Contract No. 14-17, to Native Green Landscape on their low bid of \$118,653.84 for Project No. C207A, A Street NW Extension Offsite Wetland Mitigation Project – Phase 2 Planting
- F. **Public Works Project No. C524A* (Snyder)**
City Council to approve Final Pay Estimate No. 7 to Contract No. 14-05 in the amount of \$9,467.96 and accept construction of Project No. C524A SCADA – Utility Physical Site Improvements
- G. **Public Works Project No. CP1207* (Snyder)**
City Council to approve Final Pay Estimate No. 10 to Contract No. 13-10 in the amount of \$68,382.97 and accept construction of Project No. CP1207, 'D' Street Utility Improvements
- H. **Public Works Project No. CP1320* (Snyder)**
City Council to award Contract No. 14-11, to SCI Infrastructure, LLC on their low bid of \$1,578,823.00 plus Washington State sales tax of \$149,988.19 for a total contract price of \$1,728,811.19 for Project No. CP1320, Maintenance and Operations Storm Drainage Improvement project

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. ORDINANCES

- A. **Ordinance No. 6548 (Second Reading)* (Faber)**
An Ordinance of the City Council of the City of Auburn, Washington, repealing Chapter 2.96 of the Auburn City Code relating to the Auburn International Farmers Market Advisory Board

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6548.)

- B. **Ordinance No. 6549 (Second Reading)* (Hursh)**
An Ordinance of the City Council of the City of Auburn, Washington, amending Section 2.36.030 of the City Code relating to the appointments to the City of Auburn Human Services Committee

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6549.)

C. **Ordinance No. 6552 (First Reading)* (Snyder)**

An Ordinance of the City Council of the City of Auburn, Washington, approving the final plat of Mountain View South

(RECOMMENDED ACTION: City Council to suspend the rules and introduce and adopt Ordinance No. 6552.)

D. **Ordinance No. 6550 (First Reading)* (Coleman)**

An Ordinance of the City Council of the City of Auburn, Washington, establishing the Local Sales and Use Tax Rate for Local Revitalization Financing for 2015

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6550.)

E. **Ordinance No. 6551 (First Reading)* (Coleman)**

An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 13.06.280, 13.06.290, and 13.06.300 of the Auburn City Code relating to liening and noticing owners who have failed to pay their utility charges of water service termination

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6551.)

XI. **RESOLUTIONS**

A. **Resolution No. 5101* (Heid)**

A Resolution of the City Council of the City of Auburn, Washington, for the Annexation of a portion of property to the City of Auburn simultaneously to its deannexation from the City of Kent, pursuant to RCW 35.10.217(2), and authorizing City staff to file a Notice of Intent to Annex with the Washington State Boundary Review Board for King County

(RECOMMENDED ACTION: City Council adopt Resolution No. 5101.)

B. **Resolution No. 5116* (Coleman)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a services contract with the Seattle-King County Department of Public Health for reimbursement of funds related to 2015 Local Hazardous Waste Management Program activities

(RECOMMENDED ACTION: City Council adopt Resolution No. 5116.)

C. **Resolution No. 5117* (Coleman)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an interagency agreement between the City of Auburn and King County to implement the 2015-2016 Waste Reduction and Recycling Grant Program and accept program grant funds in the amount of Seventy-Five Thousand, Seven Hundred and Twenty dollars (\$75,720.00)

(RECOMMENDED ACTION: City Council adopt Resolution No. 5117.)

D. **Resolution No. 5120* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, setting a hearing date to consider amending the 2015-2020 Transportation Improvement Program of the City of Auburn pursuant to R.C.W. Chapter 35.77

(RECOMMENDED ACTION: City Council adopt Resolution No. 5120.)

E. **Resolution No. 5113* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, approving the agreement between the cities of Auburn and Sumner for adjustment of the boundary between the cities of Auburn and Sumner with the movement of city boundary to the other side of the roadway of a portion of right-of-way of Stewart Road/Lake Tapps Parkway East currently within the City of Auburn, pursuant to RCW 35.13.310

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. **From the Council**

B. **From the Mayor**

XIII. ADJOURNMENT

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

*Denotes attachments included in the agenda packet.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the January 5, 2015 Regular Meeting

Date:

January 13, 2015

Department:

Administration

Attachments:

[Minutes](#)

Budget Impact:

\$0

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

Meeting Date: January 20, 2015

Item Number: CA.A



**City Council Meeting
January 5, 2015 - 7:00 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

A. Pledge of Allegiance

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

B. Roll Call

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

Department Directors and staff members present included: Parks, Arts and Recreation Director Daryl Faber, IT Operations Manager Ashley Riggs, City Attorney Daniel B. Heid, Community Development and Public Works Director Kevin Snyder, Chief of Police Bob Lee, Finance Director Shelley Coleman, Director of Administration Michael Hursh, Public Affairs and Marketing Liaison Dana Hinman, Economic Development Manager Doug Lein, and City Clerk Danielle Daskam.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Recognition of Dick Brugger Poet Laureate

City Council to recognize outgoing Poet Laureate Dick Brugger.

Mayor Backus recognized Dick Brugger for his talents and outstanding service to the community as Auburn's Poet Laureate. Mr. Brugger was appointed in 2012 to the honorary role as Auburn's first Poet Laureate. Mr. Brugger is a published and award-winning poet and has many community connections. Mr. Brugger wrote and shared poems at City events and participated in a variety of public programs. Mr. Brugger exceeded all expectations of the position.

Mr. Brugger thanked Mayor Backus and Councilmembers for the opportunity to serve as Auburn's Poet Laureate.

B. Proclamation - Miss Auburn Scholarship Program

Mayor Backus to proclaim January 23rd and 24th as Miss Auburn & Miss Auburn's Outstanding Teen Scholarship Program Days in the City of Auburn.

Miss Auburn and Miss Auburn Outstanding Teen contestants introduced themselves and reported their sponsors and described their platforms. Miss Auburn contestants in attendance included: Haley Henricksen sponsored by Scotty's General Construction, Kenzie Parker sponsored by Oddfellas Pub and Eatery, Sarah Gleason sponsored by Longhorn

Barbecue, Alexis Chinn sponsored by Auburn Rotary, Madeline Bratsch sponsored by Honneysett Construction, Brianna Raves sponsored by Auburn Chevrolet, Heather Haggin sponsored by Auburn Noon Lions, Morgan Warren sponsored by the Chorus Club of Auburn, Sydnee Babcock sponsored by the Kiwanis Club of Auburn, Shelby Garman sponsored by Sound Credit Union, and Natalie Hayes sponsored by Waste Management.

Miss Auburn Outstanding Teen contestants in attendance included: Amanda Enz sponsored by Molen Orthodontics, Amanda Lehman sponsored by Marlene's Market and Deli, Megan Bass sponsored by Cascade Skin and Eye Centers, Keely Franchini sponsored by Emily Hursh with HBT Insurance, and Jennifer Hardin sponsored by Katrina Amberguey Photography.

Mayor Backus introduced Miss Auburn Scholarship officers in attendance: Tamie Bothell, President and Co-executive Director; Antoinette Manthey, Board Member, and Emily Hursh, Interview Chair.

Mayor Backus read a proclamation declaring January 23 and 24, 2015 as Miss Auburn and Miss Auburn's Outstanding Teen Scholarship Program Days in the city of Auburn.

III. APPOINTMENTS

A. Appointment of Auburn Poet Laureate

City Council to approve the appointment of Marjorie Rommel as Auburn Poet Laureate for a term to expire December 31, 2017.

Deputy Mayor Holman moved and Councilmember Osborne seconded to confirm the appointment of Marjorie Rommel as Auburn Poet Laureate for a term ending December 31, 2017.

MOTION CARRIED UNANIMOUSLY. 7-0

Ms. Rommel was in attendance and thanked Mayor Backus, the City Council and previous Poet Laureate Brugger for their support.

B. Boards and Commission Appointment

City Council to appoint Maryelyn Scholz to the Human Services Committee for a new three year term to expire December 31, 2017.

Deputy Mayor Holman moved and Councilmember Pelloza seconded to confirm the appointment of Maryelyn Scholz to the Human Services Committee for a term ending December 31, 2017.

MOTION CARRIED UNANIMOUSLY. 7-0

IV. AGENDA MODIFICATIONS

There was no change to the agenda.

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

No public hearing was scheduled for this evening.

B. Audience Participation

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

No one from the audience addressed the Council.

C. Correspondence

There was no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

VII. CONSENT AGENDA

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

A. December 15, 2014 Regular Meeting Minutes

B. 2014 Claims Vouchers (Coleman)

Claims check numbers 431664 through 431932 in the amount of \$5,337,640.10 and 4 wire transfers in the amount of \$164,217.51 and dated January 5, 2015.

C. 2015 Claims Vouchers (Coleman)

Claims check numbers 431933 through 431943 in the amount of \$152,696.60 and dated January 5, 2015.

D. Payroll Vouchers (Coleman)

Payroll check numbers 535234 through 535265 in the amount of \$281,221.00, electronic deposit transmissions in the amount of \$1,279,497.77 for a grand total of \$1,560,718.77 for the period covering December 11, 2014 to December 31, 2014.

Councilmember DaCorsi moved and Councilmember Holman seconded to adopt the Consent Agenda.

Councilmember DaCorsi noted a scrivener's error in the December 15, 2014 Council minutes. The time of recess to executive session will be corrected to reflect 8:18 p.m.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

There was no new business.

X. ORDINANCES

- A. Ordinance No. 6548 (First Reading) (Hursh)
An Ordinance of the City Council of the City of Auburn, Washington, repealing Chapter 2.96 of the Auburn City Code relating to the Auburn International Farmers Market Advisory Board

Deputy Mayor Holman moved and Councilmember Wales seconded to approve Ordinance No. 6548.

Director Faber explained the Auburn International Farmers Market has operated with an advisory board for the past six years. The Board provided an invaluable service during the initial establishment and early operation of the Farmers Market. Staff propose to move away from a formal advisory board and towards a Friends of the Market. Board members are aware of the proposed change and are encouraged to continue to participate in the Market as volunteers.

In response to a question from Councilmember Wagner, Director Faber stated the Market will be operated under the direction of Parks, Arts and Recreation.

Director Faber advised the City will be advertising for a new Market Manager. The position is part time and is not to exceed 1,500 hours in the year.

Councilmember Wagner stated he believes the Farmers Market Advisory Board strengthened a connection with the communities of Algona and Pacific, which he hopes can be maintained.

- B. Ordinance No. 6549 (First Reading) (Hursh)
An Ordinance of the City Council of the City of Auburn, Washington, amending Section 2.36.030 of the City Code relating to the appointments to the City of Auburn Human Services Committee

Councilmember Osborne moved and Deputy Mayor Holman seconded to approve Ordinance No. 6549.

Director of Administration Hursh explained Ordinance No. 6549 reduces the number of members for the Human Services Committee from eleven to seven members. Director Hursh reported obtaining a quorum of the Committee has been difficult. Moving the meeting date and time has not increased the ability to ensure members' attendance and obtain a quorum of the members in order to conduct business.

XI. RESOLUTIONS

- A. Resolution No. 5118 (Heid)
A Resolution of the City of Auburn of the supporting Product Stewardship Systems for leftover paint to provide stable financing, increased recycling and resource recovery, and reduced environmental and health impacts

Councilmember Pelosa moved and Deputy Mayor Holman seconded to adopt Resolution No. 5118.

Councilmember Pelosa spoke in support of Resolution No. 5118.
The Resolution was proposed by the King County Solid Waste Advisory

Committee. Resolution No. 5118 would express the Council's support for policies and legislation to establish a convenient, safe and environmentally sound paint stewardship program in Washington State that is financed by the paint manufacturers and covers the cost of collection, transportation, and recycling, and does not rely on state and local government funding.

Councilmember Pelozo stated the State of Oregon has a paint stewardship program. The average paint price in Oregon increased to fund the paint stewardship program.

MOTION CARRIED UNANIMOUSLY. 7-0

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Councilmember DaCorsi reported he attended the Mayor's holiday open house at the Auburn Avenue Theater. Councilmember DaCorsi stated he was impressed by the entertainment provided by children of the community, and it was a very enjoyable event.

Councilmember Wales provided an update on the work of the Environmental Fees Committee of the Seattle-King County Board of Health. The Environmental Fees Committee is recommending a cost-recovery fee structure and a recommendation to the Board is anticipated in March 2015.

Councilmember Pelozo reported on his attendance at the South County Area Transportation Board meeting, where he is chair of the Board for 2015. Councilmember Pelozo also reported on his attendance at the Auburn Airport Advisory Board meeting, the Senior Center Christmas lunch, and the Senior Center New Year lunch.

B. From the Mayor

Mayor Backus reported on a meeting of representatives from the City of Auburn and Green River College regarding security and public safety. Mayor Backus reported she provided public testimony at the Sound Transit Board meeting regarding Sound Transit 3 and the need for an additional parking garage in Auburn, which was included in Sound Transit 2 but not realized. Mayor Backus also reported she participated in the Holiday Toy Giveaway at Auburn High School, the Auburn Food Bank Holiday Basket Giveaway at Holy Family Church, and the annual Tanoa Bowl at Auburn High School.

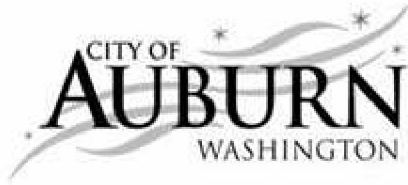
XIII. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 8:05 p.m.

APPROVED this _____ day of January, 2015.

NANCY BACKUS, MAYOR

Danielle Daskam, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

2014 Claims Vouchers

Date:

January 12, 2015

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

Approve Claims Vouchers.

Background Summary:

Claims check numbers 431945 through 431946 and 431948 through 432104 in the amount of \$3,696,684.32 and dated January 20, 2015.

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

Coleman

Meeting Date: January 20, 2015

Item Number: CA.B



AGENDA BILL APPROVAL FORM

Agenda Subject:

2015 Claims Vouchers

Date:

January 14, 2015

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

Approve claims vouchers

Background Summary:

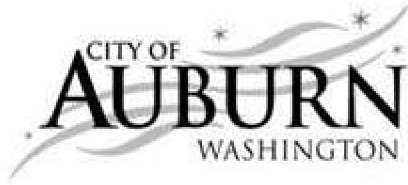
Claims voucher number 431944 , 431947 and voucher 432105 through voucher #432182 in the amount of \$2,366,648.78 and two wires in the amount of \$4,428.81 and dated January 20, 2015.

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

Coleman

Meeting Date: January 20, 2015

Item Number: CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers

Date:

January 12, 2015

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

Approve Payroll Vouchers.

Background Summary:

Payroll check numbers 535266 through 535311 in the amount of \$948,081.14, electronic deposit transmissions in the amount of \$1,291,564.71 for a grand total of \$2,239,645.85 for the period covering January 1, 2015 to January 14, 2015.

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

Coleman

Meeting Date: January 20, 2015

Item Number: CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. C207A

Date:

January 12, 2015

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)

[Bid Tab Summary](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council award Small Works Contract No. 14-17, to Native Green Landscape on their low bid of \$118,653.84 for Project No. C207A, A Street NW Extension Offsite Wetland Mitigation Project Phase 2 Planting.

Background Summary:

The City received 5 responsive bids and the low bid was approximately 14% below the engineer's estimate. Staff has performed reference checks and other verifications to determine that Native Green Landscape meets the responsible bidding criteria and recommends award.

The A Street NW Extension Offsite Wetland was created as part of the A Street NW Extension project. The purpose of this project is to implement the 2nd phase of the approved wetland mitigation plan as required by the Department of the Army's Section 404 Permit and the Department of Ecology's 401 Water Quality Certification in order to achieve the performance standards during the 10 year monitoring period. This Phase 2 Planting project is necessary in order to satisfy the permit requirements.

The phase 2 planting is expected to be completed by December 31, 2015.

A project budget contingency of \$26,351.00 remains in the 102 Fund.

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

Snyder

Meeting Date:

January 20, 2015

Item Number: CA.E

BUDGET STATUS SHEET

Project No: C207A	Project Title: A Street NW Extension - Wetland Maintenance and Monitoring
Project Manager: Matthew Larson	

Advertisement Date: 12/19/2014

Award Date: N/A

Permit Termination Date: 2023

- ☐ Project Update

☐ Permission to Advertise

☒ Contract Award

☐ Change Order Approval

☐ Contract Final Acceptance

Date: 1/9/2015

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

Funding	Prior Years	2014	2015	Future (2016-2023)	Total
102 Fund - Unrestricted Streets		\$ 115,020			\$ 115,020
102 Fund - Impact Fees	\$ 57,436	\$ 52,680	\$ 350,000	\$ 175,000	\$ 635,116
Total	\$ 57,436	\$ 167,700	\$ 350,000	\$ 175,000	\$ 750,136

Activity	Prior Years	2014	2015	Future (2016-2023)	Total
Invasive Weed Spraying Service	\$ 31,823	\$ 15,960	\$ 30,000	\$ 140,000	\$ 217,783
Monitoring/Maintenance - Consultant	\$ 19,555	\$ 17,731	\$ 51,535	\$ 165,000	\$ 253,821
Monitoring - City Costs	\$ 6,059	\$ 9,500	\$ 10,000	\$ 50,000	\$ 75,559
Phase 2 Planting - Contract Bid Amount		\$ -	\$ 118,654	\$ -	\$ 118,654
Phase 2 Planting - Authorized Contingency (20%)	\$ -	\$ -	\$ 23,731	\$ -	\$ 23,731
Phase 2 Planting - City Construction Engineering	\$ -	\$ -	\$ 14,238	\$ 20,000	\$ 34,238
Total	\$ 57,436	\$ 43,191	\$ 248,158	\$ 375,000	\$ 723,785

	Prior Years	2014	2015	Future (2016-2023)	Total
*102 Funds Budgeted ()	\$ (57,436)	\$ (167,700)	\$ (350,000)	\$ (175,000)	\$ (750,136)
102 Funds Needed	\$ 57,436	\$ 43,191	\$ 248,158	\$ 375,000	\$ 723,785
*102 Fund Project Contingency ()	\$ -	\$ (124,509)	\$ (101,842)	\$ -	\$ (26,351)
102 Funds Required	\$ 0	\$ -	\$ -	\$ 200,000	\$ -

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

Note: The design and construction costs associated with the A Street NW Extension project have been removed for clarity. Only the offsite wetland monitoring and maintenance budget and costs are included above.

**BID TABULATION
BID TOTALS SUMMARY**

Project Name: C207A, A Street NW Extension Offsite Wetland Mitigation Phase 2 Planting

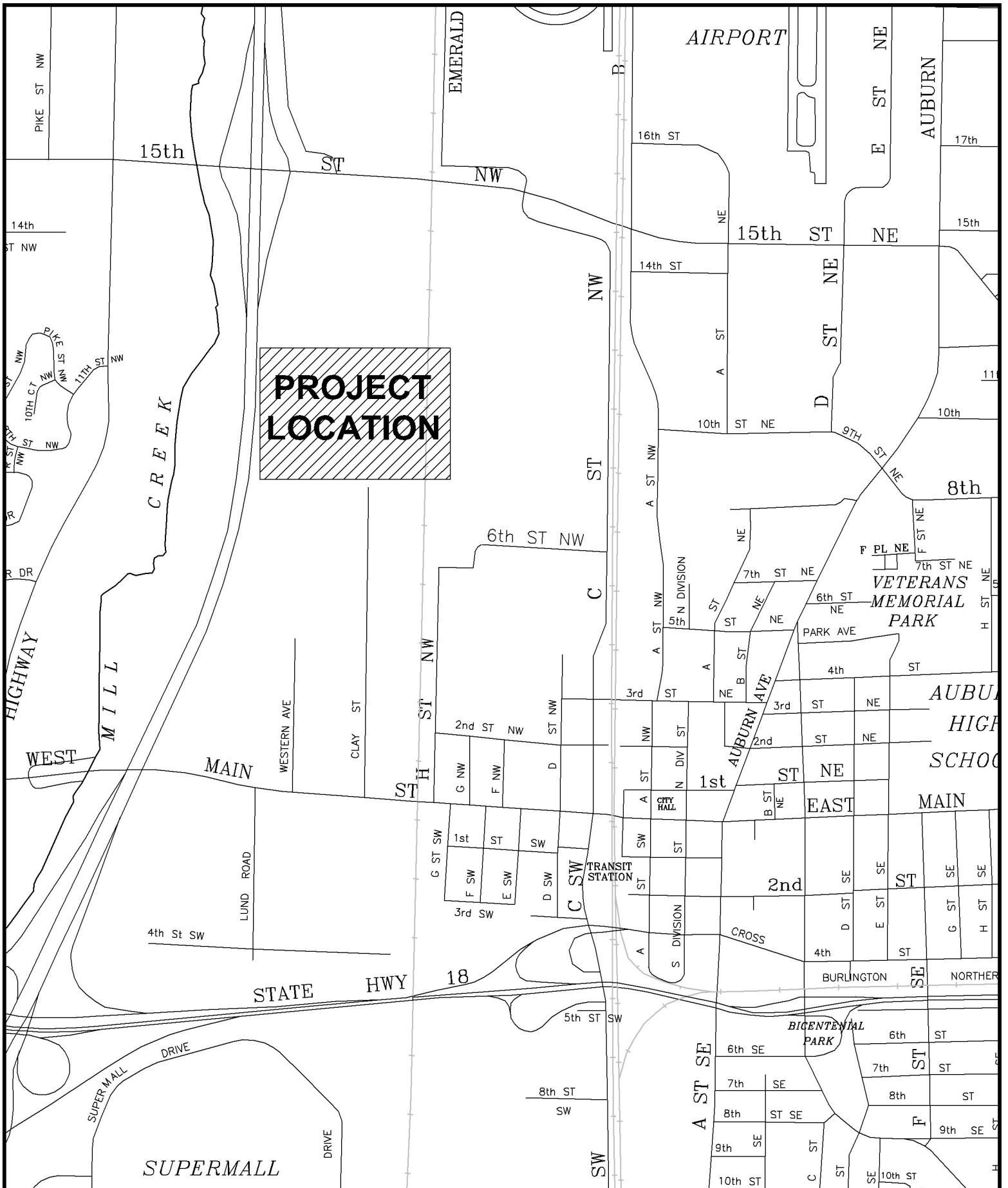
Prepared by: City of Auburn

Bid Date: 1/6/15

ENGINEER'S ESTIMATE:	\$	137,973.00			
AVERAGE BASIC BID AMOUNT:	\$	131,554.67			
BASIC BID SPREAD AMOUNT:	\$	31,459.66	Basic BID Amount	Spread \$	Spread %

LOW BIDDER:	Native Green Landscape	\$	118,653.84	-\$19,319.16	-14.00%
Second Bidder:	T Miller Construction	\$	123,999.00	-\$13,974.00	-10.13%

		Total Bid
Native Green Landscape	\$	118,653.84
T Miller Construction	\$	123,999.00
Badgley's Landscape	\$	133,131.00
Buckley Nursery Company	\$	131,876.00
Terra Dynamics	\$	150,113.50





AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. C524A

Date:

January 12, 2015

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)

[C524A Pay Estimate](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Final Pay Estimate No. 7 to Contract No. 14-05 in the amount of \$9,467.96 and accept construction of Project No. C524A SCADA Utility Physical Site Improvements.

Background Summary:

Project C524A upgraded utility facilities throughout the City with new Supervisory Control and Data Acquisition (SCADA) systems and constructed site improvements to enhance security. The SCADA work was completed under agreement No. AG-C-401 and is currently in a 1-year warranty period. Contract No. 14-05 constructed the security related site improvements that included fencing, lighting, equipment shelters, vegetation removal and restoration, and other work.

The following project budget contingencies remain: \$26,162.00 in the 430 Water Fund, \$7,941.00 in the 431 Sewer Fund, and \$3,109.00 in the 432 Storm Fund.

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

Snyder

Meeting Date: January 20, 2015

Item Number: CA.F

BUDGET STATUS SHEET

Project No: C524A	Project Title: SCADA System Improvements
Project Manager: Jacob Sweeting	

Initiation Date: 3/5/2007
 Advertisement Date: 3/18/2014
 Award Date: 2/22/2011(Tech Contract)

☒ **Final Acceptance**
☐ **Permission to Advertise Physical Imp**
☐ **Consultant Agreement**
☐ **Change Order Approval**

Date: January 8, 2015

Funds Budgeted (Funds Available)

Funding	2011 (actual)	2012 (actual)	2013 (actual)	2014	Total
430 Fund - Water	657,779	1,669,604	358,616	588,790	3,274,789
431 Fund - Sewer	329,737	1,044,185	234,409	306,666	1,914,997
432 Fund - Storm	151,347	443,060	145,531	151,489	891,427
431 Fund - Emergency Sewer Repairs				18,173	18,173
Total	1,138,863	3,156,849	738,556	1,065,118	6,099,386

Estimated Cost (Funds Needed)

Activity	2011 (actual)	2012 (actual)	2013 (actual)	2014	Total
Design Engineering City	14,285	17,150	561	5,691	37,687
AG-C-401 Technology Contract	1,107,440	3,065,875	679,219	317,488	5,170,022
Physical Site Security Construction Contract	0	0	0	518,500	518,500
Physical Site Security Contract - Change Orders				56,564	55,109
Physical Site Security Imp. Line Item Adjustments	0	0	0	(30,088)	(30,088)
Construction Engineering	17,138	73,824	58,776	161,206	310,944
Total	1,138,863	3,156,849	738,556	972,797	6,007,065

430 Water Budget Status

	2011 (actual)	2012 (actual)	2013 (actual)	2014	Total
*430 Funds Budgeted ()	(657,779)	(1,669,604)	(358,616)	(588,790)	(3,274,789)
430 Funds Needed	657,779	1,669,604	358,616	562,628	3,248,627
*430 Fund Project Contingency ()	0	0	0	(26,162)	(26,162)
430 Funds Required	0	0	0	0	0

431 Sewer Budget Status

	2011 (actual)	2012 (actual)	2013 (actual)	2014	Total
*431 Funds Budgeted ()	(329,737)	(1,044,185)	(234,409)	(324,839)	(1,933,170)
431 Funds Needed	329,737	1,044,185	234,409	318,353	1,925,229
*431 Fund Project Contingency ()	0	0	0	(6,486)	(7,941)
431 Funds Required	0	0	0	0	0

432 Storm Budget Status

	2011 (actual)	2012 (actual)	2013 (actual)	2014	Total
*432 Funds Budgeted ()	(151,347)	(443,060)	(145,531)	(151,489)	(891,427)
432 Funds Needed	151,347	443,060	145,531	148,380	888,318
*432 Fund Project Contingency ()	0	0	0	(3,109)	(3,109)
432 Funds Required	0	0	0	0	0

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

CITY OF AUBURN
PROJECT SUMMARY

C524A, Utility Physical Site Improvements
CO. NO. 14-05

PAY ESTIMATE #7 & FINAL

	Original Contract Amount	Contract Change Orders	Total Payment	This Period	Percent/Contract
SCHEDULE A: King County Site Work					
Contract	\$ 461,828.95	\$ 52,888.50	\$ 487,048.93	\$ 9,060.25	95%
Sales Tax (+9.5%)	\$ 43,873.75	\$ 5,024.41	\$ 46,269.65	\$ 860.72	
Retainage (-5%)			\$ (24,352.45)	\$ (453.01)	
SCHEDULE TOTAL	\$ 505,702.70	\$ 57,912.91	\$ 508,966.13	\$ 9,467.96	
SCHEDULE B: Pierce County Site Work					
Contract	\$ 11,656.40	\$ -	\$ 10,705.70	\$ -	92%
Sales Tax (+9.4%)	\$ 1,095.70	\$ -	\$ 1,006.34	\$ -	
Retainage (-5%)			\$ (535.29)	\$ -	
SCHEDULE TOTAL	\$ 12,752.10	\$ -	\$ 11,176.75	\$ -	

TOTAL CONTRACT AMOUNT TO DATE (including Sales Tax)	\$ 545,030.62	95%
TOTAL PAYMENT TO CONTRACTOR	\$ 520,142.88	\$ 9,467.96
PAYMENT DUE CONTRACTOR:		\$ 9,467.96

Period Dates
Begin: Nov. 21, 2014
End: Dec. 20, 2014

CITY OF AUBURN
C524A
PAY ESTIMATE #7 & FINAL

CO. NO. 14-05
Utility Physical Site Improvements
SCHEDULE A: King County Site Work

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
1	Mobilization	1	1		LS	40000.00 \$	40,000.00 \$	-	100%
2	Traffic Control Supervisor	1	1		LS	1250.00 \$	1,250.00 \$	-	100%
3	Traffic Control Labor (Min. Bid \$36 per hour)	32	0		HR	36.00 \$	-	-	0%
4	Clearing and Grubbing	1	134		LS	25000.00 \$	33,437.94 \$	-	134%
5	Remove and Reset Fence	24	0		LF	50.00 \$	-	-	0%
6	Removal of Cement Concrete Flat Work	17	20		SY	30.00 \$	600.00 \$	-	118%
7	Removal of Curb and Gutter	26	28		LF	30.00 \$	840.00 \$	-	108%
8	Remove, Salvage and Reset Tube gate	1	1		EA	500.00 \$	500.00 \$	-	100%
9	Remove and Salvage of Existing shelter	1	1		EA	2000.00 \$	2,000.00 \$	-	100%
10	Remove Bollard	2	2		EA	50.00 \$	100.00 \$	-	100%
11	Remove Fence	9091	8605		LF	5.00 \$	43,025.00 \$	-	95%
12	Remove and Replace Fence	260	0		LF	62.50 \$	-	-	0%
13	Remove Gate	16	18		EA	250.00 \$	4,500.00 \$	-	113%
14	Remove Barb Wire	100	129		LF	15.00 \$	1,935.00 \$	-	129%
15	Remove Landscape Area	29	36.1		SY	50.00 \$	1,805.00 \$	-	124%
16	Construction Geotextile for Separation	1561	0		SY	5.00 \$	-	-	0%
17	Crushed Surfacing Base Course	133	16.09		TON	20.00 \$	321.80 \$	-	12%
18	Commercial HMA	4	13.05	13.05	TON	625.00 \$	8,156.25 \$	8,156.25	326%
19	Precast Concrete Barrier Type 2	72	55		LF	100.00 \$	5,500.00 \$	-	76%
20	Temporary Water Pollution/Erosion Control	1	0		Eq. Adj.	4750.00 \$	-	-	0%
21	Topsoil Type C	5	92		CY	25.00 \$	2,300.00 \$	-	1840%
22	Lawn Sod	40	0		SY	50.00 \$	-	-	0%
23	PSIPE Emerald Green Cedar, 6ft	8	8		EA	200.00 \$	1,600.00 \$	-	100%
24	PSIPE Red Twig Dogwood, 15 gal	3	3		EA	500.00 \$	1,500.00 \$	-	100%
25	Bark Mulch	5	4	4	CY	100.00 \$	400.00 \$	400.00	80%
26	Alternate Residential Driveway	17	16.6		SY	35.00 \$	581.00 \$	-	98%
27	Chain Link Fence Type 1, 6 Ft w/Privacy Slats	66	69		LF	8.00 \$	552.00 \$	-	105%
28	Chain Link Fence Type 1, 7 Ft	10477	10431.5		LF	20.10 \$	209,673.15 \$	-	100%
29	Chain Link Fence Type 1, 8 Ft	191	191		LF	22.80 \$	4,354.80 \$	-	100%
30	Double 12 Ft Chain Link Gate	1	3		EA	1090.00 \$	3,270.00 \$	-	300%
31	Double 16 Ft Chain Link Gate	3	2		EA	1280.00 \$	2,560.00 \$	-	67%
32	Double 20 Ft Chain Link Gate	1	2		EA	1680.00 \$	3,360.00 \$	-	200%
33	Single 3 Ft Chain Link Gate	1	2		EA	380.00 \$	760.00 \$	-	200%
34	Single 4 Ft Chain Link Gate	2	2		EA	420.00 \$	840.00 \$	-	100%
35	Single 5 Ft Chain Link Gate	2	2		EA	475.00 \$	950.00 \$	-	100%
36	Single 6 Ft Chain Link Gate	1	2		EA	510.00 \$	1,020.00 \$	-	200%
37	Single 7 Ft Chain Link Gate	3	3		EA	575.00 \$	1,725.00 \$	-	100%
38	Single 8 Ft Chain Link Gate	2	1		EA	6.40 \$	6.40 \$	-	50%
39	Barb Wire	523	458.5		LF	3.75 \$	1,719.38 \$	-	88%
40	Privacy Slats	588	600		SF	8.00 \$	4,800.00 \$	-	102%

SCHEDULE SUBTOTAL \$ 8,556.25

Period Dates
Begin: Nov. 21, 2014
End: Dec. 20, 2014

CITY OF AUBURN
C524A
PAY ESTIMATE #7 & FINAL

CO. NO. 14-05
Utility Physical Site Improvements
SCHEDULE A: King County Site Work

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
41	Slide Gate 6 Feet Wide	1	1		EA	780.00	\$ 780.00	\$ -	100%
42	Slide Gate 12 Feet Wide	2	1		EA	1275.00	\$ 1,275.00	\$ -	50%
43	Slide Gate 16 Feet Wide	4	2		EA	1675.00	\$ 3,350.00	\$ -	50%
44	Slide Gate 24 Feet Wide	1	1		EA	2410.00	\$ 2,410.00	\$ -	100%
45	Top Rail	184	290		LF	5.10	\$ 1,479.00	\$ -	158%
46	Cement Concrete Pad	57	28.4		SY	25.00	\$ 710.00	\$ -	50%
47	Equipment Shelter, 7'x7'; with Slab, Complete	2	2		EA	5000.00	\$ 10,000.00	\$ -	100%
48	Equipment Shelter, 7'x8' without Slab, Complete	1	1		EA	5000.00	\$ 5,000.00	\$ -	100%
49	Equipment Shelter, 7'x10' without Slab, Complete	2	2		EA	10000.00	\$ 20,000.00	\$ -	100%
50	Equipment Shelter, 12'x20', Complete	1	1		EA	15000.00	\$ 15,000.00	\$ -	100%
51	Bollard Type 1	21	22		EA	500.00	\$ 11,000.00	\$ -	105%
52	Metal Wire Mesh Security Frames	1	1		LS	1500.00	\$ 1,500.00	\$ -	100%
53	Metal Ladder	1	1		LS	3000.00	\$ 3,000.00	\$ -	100%
54	Relocate Storage Trailer	1	0		LS	2000.00	\$ -	\$ -	0%
CO-1	Emergency Sewer Repair, Complete	1	0.848648		Eq. Adj.	15000.00	\$ 12,729.72	\$ -	85%
CO-2	Increase in quantities for BI#'s 11, 28, 34								
CO-3	Emergency Sewer Repair 2-Complete	1	1		Eq. Adj.	2898.43	\$ 2,898.43	\$ -	100%
CO-4	Modification of Shelters-Complete	1	1.05322	0.05322	LS	9470.07	\$ 9,974.07	\$ 504.00	105%

SCHEDULE TOTAL \$ 9,060.25

Period Dates
Begin: Nov. 21, 2014
End: Dec. 20, 2014

CITY OF AUBURN
C524A
PAY ESTIMATE #7 & FINAL

CO. NO. 14-05
Utility Physical Site Improvements
SCHEDULE B: Pierce County Site Work

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
55	Mobilization	1	1		LS	5,000.00	\$ 5,000.00	\$ -	100%
56	Traffic Control Supervisor	1	1		LS	500.00	\$ 500.00	\$ -	100%
57	Temporary Water Pollution/Erosion Control	1	0		Eq. Adj.	500.00	\$ -	\$ -	0%
58	Barb Wire	199	221		LF	3.10	\$ 685.10	\$ -	111%
59	Chain Link Fence Type 1, No Barb Wire	55	54		LF	18.90	\$ 1,020.60	\$ -	98%
60	Bollard Type 1	8	7		EA	500.00	\$ 3,500.00	\$ -	88%

SCHEDULE TOTAL \$ -

Period Dates
Begin: Nov. 21, 2014
End: Dec. 20, 2014

PAY ESTIMATE #7 & FINAL

CONTRACTOR:

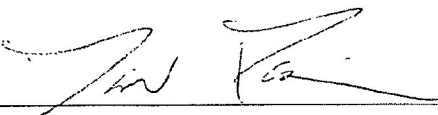
R.L. Alia Company
107 Williams Avenue South
Renton, WA, 98055
Phone: 425-226-8100

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

PAYMENT DUE TO CONTRACTOR = \$ 9,467.96

Signatures:

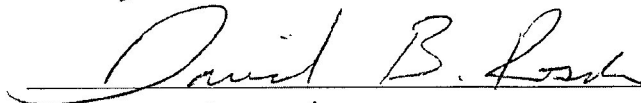
Contractor



Date

1/8/15

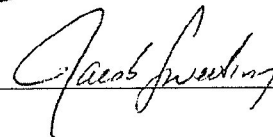
Inspector



Date

1-7-15

Project Manager



Date

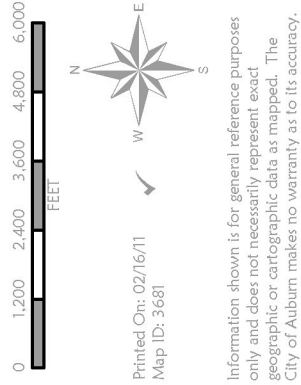
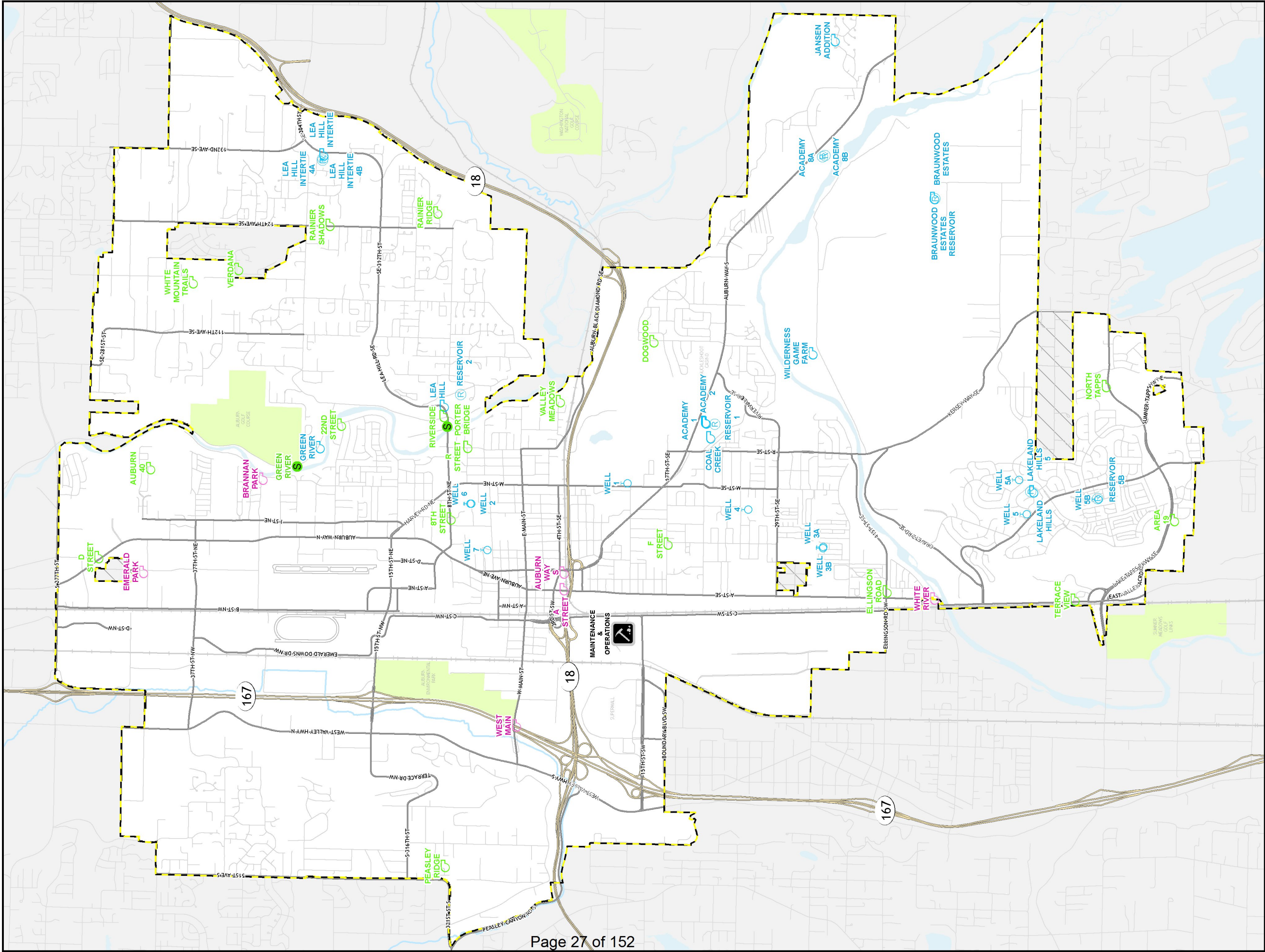
1-8-15

City Engineer

Date

SCADA Utility Sites

CA.F





AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1207

Date:

January 12, 2015

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)
[CP1207 Pay Estimate](#)
[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Final Pay Estimate No. 10 to Contract No. 13-10 in the amount of \$68,382.97 and accept construction of Project No. CP1207, D Street Utility Improvements.

Background Summary:

The 'D' Street Utility Improvements project included the completion of storm drainage, sanitary sewer and water improvements along D St. NE between Auburn Way North (AWN) and S. 277th St. Water improvements consisted of extending a new 12" ductile iron water main along D St. NE from AWN to 49th St NE to replace an existing 6" asbestos-cement water line. Sanitary sewer improvements included decommissioning the D St. NE sewer pump station and replacing it with a gravity conveyance system, consisting of a new 12" sanitary sewer main along D St. NE from AWN to S. 277th St. Storm drainage improvements included replacing and upsizing the existing 30" storm line with a new 36" storm line along D St. NE from AWN to S. 277th St.

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

A project budget contingency of \$28,861.04 remains in the Water Fund.

A project budget contingency of \$2,891.61 remains in the Sewer Fund.

A project budget contingency of \$3,604.23 remains in the Storm Fund.

Reviewed by Council Committees:

Councilmember:

Staff:

Snyder

Meeting Date: January 20, 2015

Item Number: CA.G

BUDGET STATUS SHEET

Project No: **CP1207**

Project Title: **D Street Utility Improvements Project**

Project Manager: Kim Truong

Date: January 12, 2015

Initiation Date: 01/22/2013

Advertisement Date: 07/15/2013

Award Date: 09/09/2013

- ☐ Project Initiation
- ☐ Permission to Advertise
- ☐ Contract Award
- ☐ Change Order Approval
- ☒ Final Acceptance

Funds Budgeted (Funds Available)

Funding	Prior Years	2013	2014	2015	Total
430 Fund - Water	9,374	75,489	257,337		342,200
431 Fund - Sewer	15,610	308,298	456,095		780,003
432 Fund - Storm Drainage	17,014	112,909	686,077		816,000
Payment from PSE for Gas Exploration Related Work			10,556		10,556
Payment from Centurylink for Working Around Fiber Duct			3,150		3,150
Payment from Private Applicant for Install New Hydrant			6,376		6,376
Total	41,998	496,697	1,399,509	0	1,938,204

Estimated Cost (Funds Needed)

Activity	Prior Years	2,013	2,014	2,015	Total
Design Engineering - City Costs	41,998	58,685			100,683
Design Engineering - Consultant Costs		13,889	284		14,172
Permits/Misc.		2,880	894		3,774
Construction Contract		325,214	988,670	7,688	1,321,572
Line Item Changes				57,675	57,675
Change Order #1			231,110		231,110
Change Order #2			0		0
Change Order #3			0		0
Construction Engineering - Consultant Costs		60,588	3,275		63,862
Construction Engineering - City Costs		35,441	91,641	3,000	130,081
Total	41,998	496,697	1,315,873	68,363	1,922,931

430 Water Budget Status

	Prior Years	2,013	2,014	2,015	Total
*430 Funds Budgeted ()	(9,374)	(75,489)	(263,713)	0	(348,576)
430 Funds Needed	9,374	75,489	213,965	20,887	319,715
*430 Fund Project Contingency ()	0	0	(49,749)	0	(28,861)
430 Funds Required	0	0	0	20,887	0

431 Sewer Budget Status

	Prior Years	2,013	2,014	2,015	Total
*431 Funds Budgeted ()	(15,610)	(308,298)	(463,294)	0	(787,202)
431 Funds Needed	15,610	308,298	459,113	1,289	784,310
*431 Fund Project Contingency ()	(0)	0	(4,180)	0	(2,892)
431 Funds Required	0	0	0	1,289	0

432 Storm Budget Status

	Prior Years	2,013	2,014	2,015	Total
*432 Funds Budgeted ()	(17,014)	(112,909)	(692,585)	0	(822,508)
432 Funds Needed	17,014	112,909	642,795	46,185	818,904
*432 Fund Project Contingency ()	(0)	0	(49,790)	0	(3,604)
432 Funds Required	0	0	0	46,185	0

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

CITY OF AUBURN
CP1207
PAY ESTIMATE #10 & FINAL

CO. NO. 13-10
D Street Utility Improvements
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
1	Minor Changes	1	0.136638	0	Eq. Adj.	10,000.00	\$ 1,366.38	\$ -	14%
2	Mobilization	1	1	0	LS	117,700.00	\$ 117,700.00	\$ -	100%
3	Construction Site Sign(s)	2	2	0	EA	1,200.00	\$ 2,400.00	\$ -	100%
4	Traffic Control Supervisor	1	1	0	LS	8,000.00	\$ 8,000.00	\$ -	100%
5	Traffic Control Labor - Flagging	1080	142.75	0	HR	38.00	\$ 5,424.50	\$ -	13%
6	Roadside Cleanup	1	0	0	LS	9,000.00	\$ -	\$ -	0%
7	Ditch Cleaning Including Haul	80	32	0	CY	50.00	\$ 1,600.00	\$ -	40%
8	Removal of Structures and Obstructions	1	1	0	LS	27,000.00	\$ 27,000.00	\$ -	100%
9	Removal of Asphalt Concrete Pavement	877	919	0	SY	9.00	\$ 8,271.00	\$ -	105%
10	Removal of Cement Concrete Pavement	2250	2943.79	0	SY	17.00	\$ 50,044.43	\$ -	131%
11	Roadway Excavation Including Haul	1110	0	0	CY	24.00	\$ -	\$ -	0%
12	Subgrade Preparation	3330	3557.91	0	SY	0.50	\$ 1,778.96	\$ -	107%
13	Crushed Surfacing Top Course	560	0	0	TON	22.00	\$ -	\$ -	0%
14	Crushed Surfacing Base Course	1400	1115.06	0	TON	17.00	\$ 18,956.02	\$ -	80%
15	HMA Cl. 1/2-inch PG 64-22 (Class B)	350	597.5	31.73	TON	82.00	\$ 48,995.00	\$ 2,601.86	171%
16	HMA Cl. 1-inch PG 64-22 (Class E)	350	593.96	0	TON	78.00	\$ 46,328.88	\$ -	170%
17	Asphalt Cold Patch	6	0	0	TON	114.00	\$ -	\$ -	0%
18	Commercial HMA	20	0	0	TON	135.00	\$ -	\$ -	0%
19	Cement Concrete Pavement - Including Dowels	40	0	0	SY	135.00	\$ -	\$ -	0%
20	Temporary Water Pollution/Erosion Control	1	1.13918087	0.33640087	Eq. Adj.	11,500.00	\$ 13,100.58	\$ 3,868.61	114%
21	Jute Matting	60	214.6	0	SY	7.00	\$ 1,502.20	\$ -	358%
22	Silt Fence	150	350	200	LF	5.70	\$ 1,995.00	\$ 1,140.00	233%
23	Property Restoration	1	0	0	Eq. Adj.	2,500.00	\$ -	\$ -	0%
24	Cement Concrete Traffic Curb and Gutter	79	102	30	LF	40.00	\$ 4,080.00	\$ 1,200.00	129%
25	Removing and Resetting Beam Guardrail	166	166	0	LF	28.00	\$ 4,648.00	\$ -	100%
26	Monument Type B (Modified)	2	2	0	EA	375.00	\$ 750.00	\$ -	100%
27	Cement Concrete Sidewalk	26	119.4	71.9	SY	180.00	\$ 21,492.00	\$ 12,942.00	459%
28	Relocate Type III Mailbox Support w/boxes	2	0	0	EA	325.00	\$ -	\$ -	0%
29	Relocate Permanent Traffic Sign and Post	2	1	0	EA	245.00	\$ 245.00	\$ -	50%
30	Paint Line with RPM	60	181	0	LF	8.00	\$ 1,448.00	\$ -	302%
31	Plastic Crosswalk Stripe and Stop Bar (24 inch wide)	131	100	0	LF	16.80	\$ 1,680.00	\$ -	76%

SCHEDULE TOTAL \$ 21,752.47

Period Dates
Begin: May 21, 2014
End: June 9, 2014

CITY OF AUBURN
CP1207
PAY ESTIMATE #10 & FINAL

CO. NO. 13-10
D Street Utility Improvements
SCHEDULE B: Sanitary Sewer Utility Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
32	Minor Changes	1	3.958718	0.281568	Eq. Adj.	5,000.00	\$ 19,793.59	\$ 1,407.84	396%
33	Utility Potholing	22	23	0	EA	350.00	\$ 8,050.00	\$ -	105%
34	Clearing and Grubbing	1	0	0	LS	3,550.00	\$ -	\$ -	0%
35	Remove and Reset Fence	6	0	0	LF	108.00	\$ -	\$ -	0%
36	Unsuitable Foundation Excavation	799	775.8	0	CY	39.00	\$ 30,256.20	\$ -	97%
37	Construction Geotextile for Soil Stabilization	687	0	0	SY	7.90	\$ -	\$ -	0%
38	Manhole Type 1, 48-inch Diam.	7	7	0	EA	4,600.00	\$ 32,200.00	\$ -	100%
39	Manhole Type 1, 60-inch Diam. with Inside	1	1	0	EA	5,900.00	\$ 5,900.00	\$ -	100%
40	Decommission D Street Sanitary Sewer Pump	1	1	0	LS	9,500.00	\$ 9,500.00	\$ -	100%
41	Temporary Force Main By-Pass	310	0	0	LF	17.50	\$ -	\$ -	0%
42	Shoring and Extra Excavation Class B	17747	21629.24	0	SF	0.15	\$ 3,244.39	\$ -	122%
43	Pipe Foundation Material	424	237.04	0	TON	19.00	\$ 4,503.76	\$ -	56%
44	Imported Pipe Bedding	824	1443.7	0	TON	17.50	\$ 25,264.75	\$ -	175%
45	Select Pipe Trench Backfill	782	0	0	TON	17.50	\$ -	\$ -	0%
46	Imported Pipe Trench Backfill	2155	7235.2	0	TON	15.00	\$ 108,528.00	\$ -	336%
47	Controlled Density Fill (CDF) for Trench	3	0	0	CY	185.00	\$ -	\$ -	0%
48	Controlled Density Fill (CDF) for Filling Pipe	20	9	0	CY	182.00	\$ 1,638.00	\$ -	45%
49	Quarry Spalls	1134	1174.51	0	TON	19.00	\$ 22,315.69	\$ -	104%
50	Solid Wall Polyvinyl Chloride (PVC) Sewer Pipe, SDR-35, 8-inch Diam.	124	87	0	LF	70.00	\$ 6,090.00	\$ -	70%
51	Solid Wall Polyvinyl Chloride (PVC) Sewer Pipe, SDR-35, 10-inch Diam.	6	12	0	LF	300.00	\$ 3,600.00	\$ -	200%
52	Solid Wall Polyvinyl Chloride (PVC) Sewer Pipe, SDR-35, 12-inch Diam.	863	802	0	LF	40.00	\$ 32,080.00	\$ -	93%
53	Sewer Television Inspection	1802	1526.5	0	LF	3.25	\$ 4,961.13	\$ -	85%
54	6 inch Diam. PVC Side Sewer with 6 inch Diam. PVC Cleanout	146	36	0	LF	50.00	\$ 1,800.00	\$ -	25%
55	Dewatering System	896	1509	0	LF	6.00	\$ 9,054.00	\$ -	168%
CO-1	Bl#36 Increase Quantity-Unsuitable Foundation Excavation		0	0	CY		\$ -	\$ -	
CO-1	Bl#49 Increase Quantity Quarry Spalls		0	0	TON		\$ -	\$ -	
	Bl#52 Decrease Quantity Solid Wall PVC								
CO-1	Sewer Pipe, SDR-35, 12-inch Diam.		0	0	LF		\$ -	\$ -	
CO-1-1	Foundation Fabric Wrap	87	87	0	LF	21.94	\$ 1,908.78	\$ -	100%
CO-1-2	Concrete Sleds	629	652.5	0	LF	89.20	\$ 58,203.00	\$ -	104%
CO-1-3	12" Protecto 401 Ductile Iron Sewer Pipe	663	626.84	0	LF	96.45	\$ 60,458.72	\$ -	95%

SCHEDULE TOTAL \$ 1,407.84

Period Dates
Begin: May 21, 2014
End: June 9, 2014

CITY OF AUBURN
CP1207
PAY ESTIMATE #10 & FINAL

D Street Utility Improvements
SCHEDULE B: Sanitary Sewer Improvements

MATERIALS ON HAND

ITEM NO.	ITEM DESCRIPTION	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST
CO-1-2	Concrete Sleds						
	Material on Hand	652.50		LF	\$ 44.00	\$ 28,710.00	\$ -
	Material Used	(652.50)		LF	\$ 44.00	\$ (28,710.00)	\$ -
	Unused MOH	-				\$ -	\$ -
CO-1-3	12" Protecto 401 Ductile Iron Sewer Pipe						
	Material on Hand	670.63		LF	\$ 53.84	\$ 36,106.72	\$ -
	Material Used	(626.84)		LF	\$ 53.84	\$ (33,749.07)	
	Unused MOH	43.79	-43.79	LF	\$ 53.84		\$ (2,357.65)

SCHEDULE TOTAL \$ (2,357.65)

Period Dates
Begin: May 21, 2014
End: June 9, 2014

CITY OF AUBURN
CP1207
PAY ESTIMATE #10 & FINAL

CO. NO. 13-10
D Street Utility Improvements
SCHEDULE C: Water Utility Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTIT	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
56	Minor Changes	1	1.1646	1.1646	Eq. Adj.	5,000.00	\$ 5,823.00	\$ 5,823.00	116%
57	Utility Potholing	12	13	3	EA	350.00	\$ 4,550.00	\$ 1,050.00	108%
58	Remove and Reset Fence	6	0	0	LF	108.00	\$ -	\$ -	0%
59	Unsuitable Foundation Excavation	50	0	0	CY	38.00	\$ -	\$ -	0%
60	Construction Geotextile for Soil Stabilization	153	0	0	SY	8.00	\$ -	\$ -	0%
61	18 inch Diam. Steel Pipe (Casing)	20	0	0	LF	140.00	\$ -	\$ -	0%
62	Shoring and Extra Excavation Class B	5419	0	0	SF	0.15	\$ -	\$ -	0%
63	Pipe Foundation Material	220	0	0	TON	19.00	\$ -	\$ -	0%
64	Imported Pipe Bedding	410	306.39	0	TON	17.50	\$ 5,361.83	\$ -	75%
65	Select Pipe Trench Backfill	76	0	0	TON	17.50	\$ -	\$ -	0%
66	Imported Pipe Trench Backfill	527	798.72	0	TON	15.00	\$ 11,980.80	\$ -	152%
67	Controlled Density Fill (CDF) for Filling Pipe	9.0	9	0	CY	190.00	\$ 1,710.00	\$ -	100%
68	Quarry Spalls	95	0	0	TON	19.00	\$ -	\$ -	0%
69	Connect to Existing Water Main	4	3	0	EA	2,100.00	\$ 6,300.00	\$ -	75%
70	Special Class 52 Ductile Iron Pipe for Water	781	752	0	LF	69.00	\$ 51,888.00	\$ -	96%
71	Special Class 52 Ductile Iron Pipe for Water	5	0	0	LF	190.00	\$ -	\$ -	0%
72	Gate Valve, 12-inch Diam.	6	5	0	EA	2,000.00	\$ 10,000.00	\$ -	83%
73	Valve Wrench Extension Box	6	0	0	EA	80.00	\$ -	\$ -	0%
74	Hydrant Assembly	1	1	0	EA	4,800.00	\$ 4,800.00	\$ -	100%
75	Resetting Existing Hydrant	1	1	0	EA	1,580.00	\$ 1,580.00	\$ -	100%
76	Water Service Connection ¾ inch Meter with 1 inch Diam. Service Line and Shutoff Valve	7	4	0	EA	1,645.00	\$ 6,580.00	\$ -	57%
77	Dewatering System	327	0	0	LF	1.00	\$ -	\$ -	0%

SCHEDULE TOTAL \$ 6,873.00

Period Dates
Begin: May 21, 2014
End: June 9, 2014

CITY OF AUBURN
CP1207
PAY ESTIMATE #10 & FINAL

CO. NO. 13-10
D Street Utility Improvements
SCHEDULE D: Storm Utility Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
78	Minor Changes	1	16.364288	7.696354	Eq. Adj.	5,000.00	\$ 81,821.44	\$ 38,481.77	1636%
79	Utility Potholing	18	16	0	EA	350.00	\$ 5,600.00	\$ -	89%
80	Clearing and Grubbing	1	1	1	LS	1,200.00	\$ 1,200.00	\$ 1,200.00	100%
81	Unsuitable Foundation Excavation	262	431.87	0	CY	40.00	\$ 17,274.80	\$ -	165%
82	Construction Geotextile for Soil Stabilization	194	0	0	SY	8.00	\$ -	\$ -	0%
83	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, SDR-35, 12 inch Diam.	40	40	0	LF	46.00	\$ 1,840.00	\$ -	100%
84	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, SDR-21, 12 inch Diam.	45	45	0	LF	55.00	\$ 2,475.00	\$ -	100%
85	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, SDR-26(PS115), 18 inch Diam.	27	24	0	LF	88.00	\$ 2,112.00	\$ -	89%
86	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, SDR-26(PS115), 36 inch Diam.	1384	1358	0	LF	150.00	\$ 203,700.00	\$ -	98%
87	Ductile Iron Storm Pipe, Special Class 52, 48" Dia.	39	39	0	LF	425.00	\$ 16,575.00	\$ -	100%
88	Storm Sewer Television Inspection	1554	1358	0	LF	3.00	\$ 4,074.00	\$ -	87%
89	Catch Basin Type 1	2	2	0	EA	1,045.00	\$ 2,090.00	\$ -	100%
90	Catch Basin Type 2, 48-inch Diam.	1	0	0	EA	1,489.00	\$ -	\$ -	0%
91	Catch Basin Type 2, 72-inch Diam.	7	6	0	EA	4,490.00	\$ 26,940.00	\$ -	86%
92	Catch Basin Type 2, 84-inch Diam.	1	1	0	EA	5,528.00	\$ 5,528.00	\$ -	100%
93	Manhole Ring and Solid Cover	5	2	0	EA	340.00	\$ 680.00	\$ -	40%
94	Adjust Catch Basin	1	1	0	EA	205.00	\$ 205.00	\$ -	100%
95	Debris Barrier	1	0	0	EA	1,335.00	\$ -	\$ -	0%
96	Connect to Existing Catch Basin	1	3	0	EA	400.00	\$ 1,200.00	\$ -	300%
97	Shoring and Extra Excavation Class B	8539	13873	0	SF	0.15	\$ 2,080.95	\$ -	162%
98	Pipe Foundation Material	621	0	0	TON	22.00	\$ -	\$ -	0%
99	Imported Pipe Bedding	2443	1355.12	0	TON	21.00	\$ 28,457.52	\$ -	55%
100	Select Pipe Trench Backfill	52	29.17	0	TON	21.00	\$ 612.57	\$ -	56%
101	Imported Pipe Trench Backfill	406	2549.96	0	TON	22.00	\$ 56,099.12	\$ -	628%
102	Controlled Density Fill (CDF) for Trench	3	0	0	CY	190.00	\$ -	\$ -	0%
103	Controlled Density Fill (CDF) for Filling Pipe	87	71	0	CY	117.00	\$ 8,307.00	\$ -	82%
104	Quarry Spalls	1368	901.22	0	TON	32.00	\$ 28,839.04	\$ -	66%
105	Dewatering System	281	1258	0	LF	1.00	\$ 1,258.00	\$ -	448%
106	Hand Placed Riprap	3	1.5	0	CY	100.00	\$ 150.00	\$ -	50%
CO-1	Bl#81 Increase Quantity Unsuitable	197	0	0	CY		\$ -	\$ -	0%
CO-1	Bl#104 Increase Quantity-Quarry Spalls	1249	0	0	TON		\$ -	\$ -	0%
CO-1-1	Foundation Fabric Wrap	1459	1039	0	LF	21.94	\$ 22,795.66	\$ -	71%

SCHEDULE TOTAL \$ 39,681.77

Period Dates
Begin: May 21, 2014
End: June 9, 2014

5 of 8

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CITY OF AUBURN
CP1207
PAY ESTIMATE #10 & FINAL

D Street Utility Improvements
SCHEDULE D: Storm Utility Improvements

MATERIALS ON HAND

ITEM NO.		TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST
86	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, SDR-26 (PS115), 36 inch Diam.	638.00		LF	\$ 103.25	\$ 65,873.50	
	Material on Hand			LF		\$ -	\$ -
	Material Used	(612.00)		LF	\$ 103.25	\$ (63,189.00)	
	Unused MOH	26.00	(26.00)		\$ 103.25		\$ (2,684.50)
	Material on Hand	-		LF		\$ -	\$ -
	Material Used	-		LF		\$ -	\$ -
	Unused MOH	-				\$ -	\$ -

SCHEDULE TOTAL \$ (2,684.50)

Period Dates
Begin: May 21, 2014
End: June 9, 2014

PAY ESTIMATE #10 & FINAL

	Original Contract Amount		Total Payment		This Period	Percent/Contract
SCHEDULE A: Street Improvements						
Contract	\$	426,825.80	\$	-	\$ 388,805.95	\$ 21,752.47 91%
Sales Tax (+9.5%)	\$	40,548.45	\$	-	\$ 36,936.57	\$ 2,066.48
Retainage (-5%)					\$ (19,440.30)	\$ (1,087.62)
Correction to PE#6					\$ 548.19	
Correction to PE#6 Sales Tax					\$ 52.08	
Correction to PE#6 Retainage		-		-	\$ (27.41)	
SCHEDULE TOTAL	\$	467,374.25	\$	-	\$ 406,302.22	\$ 23,304.19
SCHEDULE B: Sanitary Sewer Utility Improvments						
Contract	\$	257,693.85	\$	146,844.15	\$ 449,350.00	\$ 1,407.84 111%
Materials onHand					\$ -	\$ (2,357.65)
Sales Tax (+9.5%)	\$	24,480.92	\$	13,950.19	\$ 42,688.25	\$ 133.74
Retainage (-5%)					\$ (22,467.50)	\$ (70.39)
SCHEDULE TOTAL	\$	282,174.77	\$	160,794.34	\$ 469,570.75	\$ (886.46)
SCHEDULE C: Water Utility Improvements						
Contract	\$	134,630.85	\$	-	\$ 110,573.63	\$ 6,873.00 82%
Sales Tax (+9.5%)	\$	12,789.93	\$	-	\$ 10,504.49	\$ 652.94
Retainage (-5%)					\$ (5,528.68)	\$ (343.65)
SCHEDULE TOTAL	\$	147,420.78	\$	-	\$ 115,549.44	\$ 7,182.29
SCHEDULE D: Storm Utility Improvements						
Contract	\$	387,764.85	\$	64,215.24	\$ 521,915.10	\$ 39,681.77 115%
Materials on Hand					\$ -	\$ (2,684.50)
Sales Tax (+9.5%)	\$	36,837.66	\$	6,100.45	\$ 49,581.93	\$ 3,769.77
Retainage (-5%)					\$ (26,095.76)	\$ (1,984.09)
SCHEDULE TOTAL	\$	424,602.51	\$	70,315.69	\$ 545,401.27	\$ 38,782.95
TOTAL CONTRACT AMOUNT TO DATE (including Sales Tax)					\$ 1,610,355.91	104%
TOTAL PAYMENT TO CONTRACTOR					\$ 1,536,823.67	\$ 68,382.97
PAYMENT DUE CONTRACTOR:					\$ 68,382.97	

Begin: May 21, 2014
End: June 9, 2014

CITY OF AUBURN
CP1207

CO. NO. 13-10

PAY ESTIMATE # 10 & FINAL

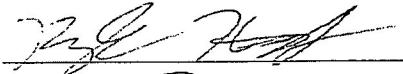
CONTRACTOR:

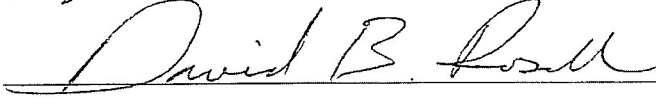
Jennings Northwest, LLC
1105 140th Ave Court East
Sumner, WA 98390
Phone: (206) 288-1234

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

PAYMENT DUE TO CONTRACTOR = \$ 68,382.97

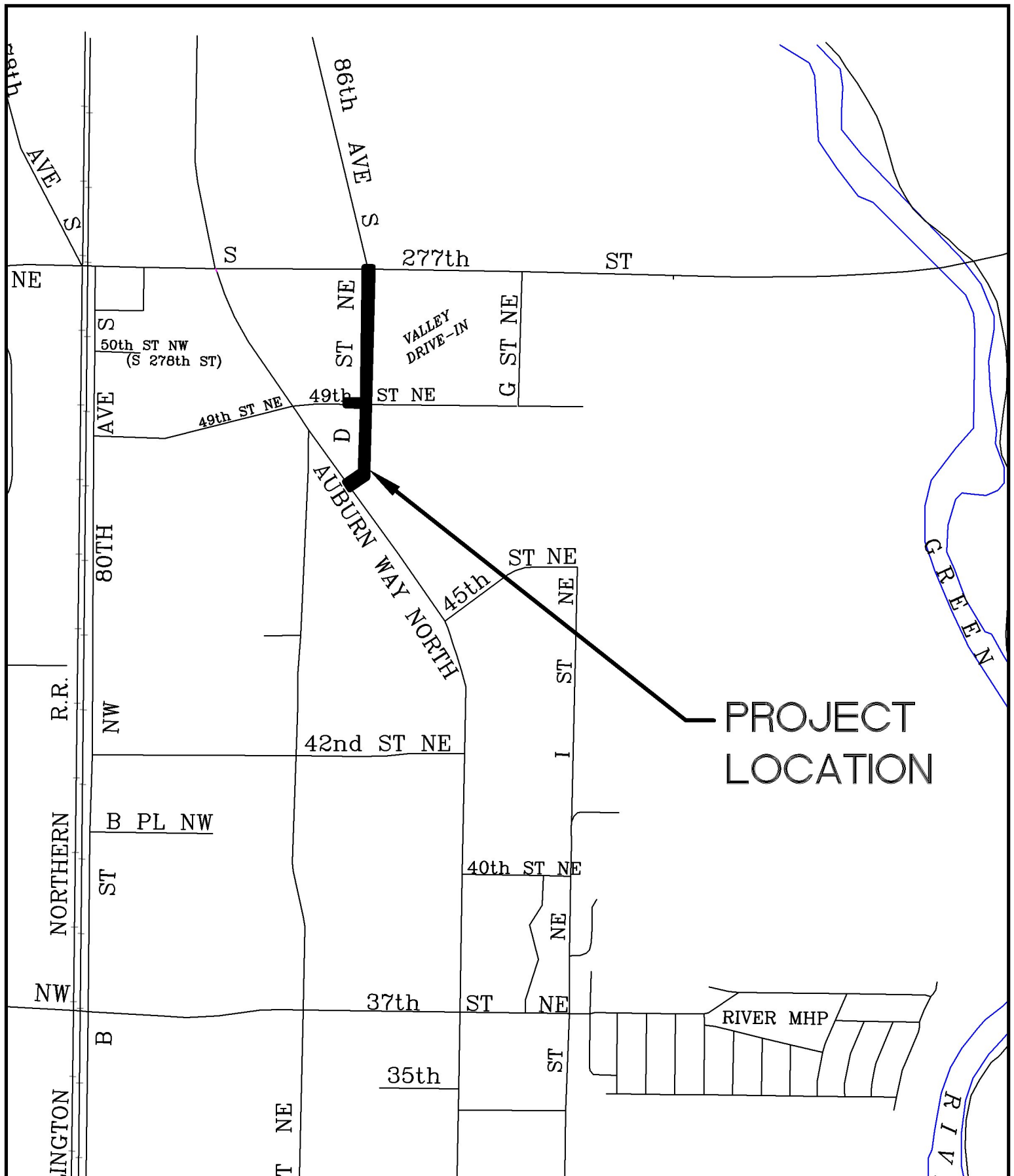
Signatures:

Contractor  Date 1/12/15

Inspector  Date 1/12/15

Project Manager  Date 1/12/15

City Engineer _____ Date _____



D ST UTILITIES IMPROVEMENTS PROJECT



VICINITY MAP
JANUARY 2013
NOT TO SCALE





AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1320

Date:

January 12, 2015

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)

[CP1320 Bid Tab](#)

[Vicinity Map](#)

Budget Impact:

\$47,001.00

Administrative Recommendation:

City Council award Contract No. 14-11, to SCI Infrastructure, LLC on their low bid of \$1,578,823.00 plus Washington State sales tax of \$149,988.19 for a total contract price of \$1,728,811.19 for Project No. CP1320, Maintenance and Operations Storm Drainage Improvement project.

Background Summary:

The City received 8 responsive bids and the low bid was approximately 0.2% below the engineer's estimate. Staff has performed reference checks and other verifications to determine that SCI Infrastructure, LLC meets the responsible bidding criteria and recommends award.

The Maintenance and Operations (M&O) Storm Drainage Improvement project is necessary to address compliance issues related to storm drainage runoff from the City's M&O Facility and is a grant funded project. The project consists of the following improvements at the City's M&O facility located at 1305 C Street SW:

- Abandon the existing onsite storm pond and construct new larger storm facilities onsite.
- Reconfigure the existing onsite storm drainage system to route into the new storm facilities.
- Modify the existing decant facility bays for improved performance.
- Construct a new decant facility to allow more material to be decanted.
- Pave the driving areas that are currently gravel.

Construction of this project is anticipated to start in February 2015 and be complete by late August 2015.

A budget adjustment of \$47,001.00 from the 550 (Equipment Rental Fund) will be necessary to fund the project. These funds will be allocated from the existing fund balance. All other funds are within their respective budgets.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: January 20, 2015

Item Number: CA.H

BUDGET STATUS SHEET

Project No: CP1320	Project Title: Maintenance & Operations Storm Drainage Improvements
Project Manager: Seth Wickstrom	
Initiation Date: <u>February 18, 2014</u> Advertisement Date: <u>December 17, 2014</u> Award Date: _____	☐ Project Initiation / Grant Acceptance ☐ Permission to Advertise ☒ Contract Award ☐ Change Order Approval ☐ Contract Final Acceptance Date: January 9, 2015

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

Funds Budgeted (Funds Available)					
Funding	Prior Years	2014	2015	Future Years	Total
430 Water Fund - M&O Facility Expansion		220,000			220,000
430 Water Fund - CP1103 Remaining Budget*			41,870		41,870
431 Sewer Fund - M&O Facility Expansion		200,000			200,000
431 Sewer Fund - 2015 R&R Program**			34,305		34,305
432 Storm Fund - 2013 R&R Program***	19,641				19,641
432 Storm Fund - Vactor Decant Facility		270,000			270,000
432 Storm Fund - M&O Facility Expansion		200,000			200,000
432 Storm Fund - 2014 Street Utility Improv.****			95,089		95,089
432 Storm Fund - Dept. of Ecology Grant		999,400			999,400
550 Equipment Rental - M&O Facility Expansion			270,000		270,000
Total	19,641	1,889,400	171,264	0	2,350,305

* This is a portion of the remaining funds budgeted for project CP1103, 132nd Ave SE Tacoma Pipeline 5 Intertie.

** This is a portion of the 2015 Sewer Repair & Replacement Program budget.

*** This is a portion of the 2013 Storm Repair & Replacement Program budget.

**** This is a portion of the 2014 Street Utility Improvement budget.

Estimated Cost (Funds Needed)					
Activity	Prior Years	2014	2015	Future Years	Total
Design Engineering - City Costs	3,698	41,000	3,000		47,698
Design Engineering - Consultant Costs	15,943	414,854			430,797
Construction Contract Bid			1,728,811		1,728,811
Authorized Contingency			100,000		100,000
Construction Engineering - City Costs			50,000		50,000
Construction Engineering - Consultant Costs			40,000		40,000
Total	19,641	455,854	1,921,811	0	2,397,306

430 Water Budget Status					
	Prior Years	2014	2015	Future Years	Total
*****430 Funds Budgeted ()	0	(220,000)	(41,870)	0	(261,870)
430 Funds Needed	0	21,653	240,217	0	261,870
*****430 Fund Project Contingency ()	0	(198,347)	0	0	0
430 Funds Required	0	0	198,347	0	0

431 Sewer Budget Status					
	Prior Years	2014	2015	Future Years	Total
*****431 Funds Budgeted ()	0	(200,000)	(34,305)	0	(234,305)
431 Funds Needed	0	19,374	214,931	0	234,305
*****431 Fund Project Contingency ()	0	(180,626)	0	0	0
431 Funds Required	0	0	180,626	0	0

432 Storm Budget Status					
	Prior Years	2014	2015	Future Years	Total
*****432 Funds Budgeted ()	(19,641)	(1,469,400)	(95,089)	0	(1,584,130)
432 Funds Needed	19,641	388,616	1,175,873	0	1,584,130
*****432 Fund Project Contingency ()	0	(1,080,784)	0	0	0
432 Funds Required	0	0	1,080,785	0	0

550 Equipment Rental Budget Status					
	Prior Years	2014	2015	Future Years	Total
*****550 Funds Budgeted ()	0	0	(270,000)	0	(270,000)
550 Funds Needed	0	26,212	290,789	0	317,001
*****550 Fund Project Contingency ()	0	0	0	0	0
550 Funds Required	0	26,212	20,789	0	47,001

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

**BID TABULATION
BID TOTALS SUMMARY**

Project Name: CP1320, M&O Storm Drainage Improvement Project, Contract 14-11
Prepared by: City of Auburn
Bid Date: 1/8/15

ENGINEER'S ESTIMATE:	\$ 1,582,361.75			
AVERAGE BASIC BID AMOUNT:	\$ 1,724,394.67			
BASIC BID SPREAD AMOUNT:	\$ 483,724.96	Basic BID Amount	Spread \$	Spread %
LOW BIDDER:	SCI Infrastructure	\$ 1,578,823.00	-\$3,538.75	-0.22%
Second Bidder:	McClure and Sons	\$ 1,593,683.75	\$11,322.00	0.72%

	Basic BID (Tax not Included)	Total BID (Tax Included)
SCI Infrastructure	\$ 1,578,823.00	\$ 1,728,811.19
McClure and Sons	\$ 1,593,683.75	\$ 1,745,083.71
Northwest Cascade	\$ 1,620,084.54	\$ 1,773,992.57
Scotty's General Construction	\$ 1,639,337.45	\$ 1,795,074.51
Hoffman Construction	\$ 1,652,845.00	\$ 1,809,865.28
Tapani, Inc	\$ 1,685,780.50	\$ 1,845,929.65
Ceccanti, Inc	\$ 1,962,055.12	\$ 2,148,450.36
Pacific Coast General	\$ 2,062,547.96	\$ 2,258,490.02



0 60ft 120ft

1-inch = 120-feet

Segale Properties

Location of New Storm Outfall

SuperValue
701 15th St SW

Location of Existing Storm Outfall

New Storm Facility

Abandon Existing Storm Pond

Existing Decant Facility

New Decant Facility Expansion

New Storm Facility

New Storm Facility

New Storm Facility

Auburn Maintenance and Operations
1305 C St SW

Auburn School District (Bus Barn)

Auburn Park Maintenance

GSA Park

400 ft to 15th St SW

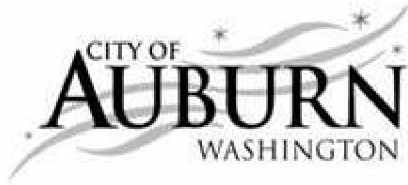
Marmon Keystone Corp

CP1320 - Maintenance and Operations Storm Drainage Improvement Project

 = New Improvement

ACCESS ROAD

C STREET SW



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6548 (Second Reading)

Date:

January 7, 2015

Department:

Administration

Attachments:

[Ordinance No. 6548](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Ordinance No. 6458.

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

Faber

Meeting Date: January 20, 2015

Item Number: ORD.A

ORDINANCE NO. 6 5 4 8

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF AUBURN, WASHINGTON, REPEALING CHAPTER 2.96
OF THE AUBURN CITY CODE RELATING TO THE
AUBURN INTERNATIONAL FARMERS MARKET
ADVISORY BOARD**

WHEREAS, the City of Auburn established its Farmers Market - identified as the Auburn International Farmers Market; and

WHEREAS, for the last six years, this Farmers Market has operated very successfully in the City of Auburn and has grown and developed into a valuable summer/seasonal weekend event for the City of Auburn and its residents; and

WHEREAS, in establishing and setting up the Farmers Market, the Auburn International Farmers Market Advisory Board, the advisory board provided an invaluable service; and

WHEREAS, now that the Farmers Market is operating successfully, there is no longer a need for the Auburn International Farmers Market Advisory Board to provide those functions; and

WHEREAS, while there is still value in having volunteers work at the market, the administrative tasks of operating it are able to be handled by the Mayor and by the Director of Parks, Arts and Recreation and their staff; and,

WHEREAS, it is therefore appropriate to amend the City Code to repeal Chapter 2.96 of the City Code providing for the Auburn International Farmers Market Advisory Board.

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

Section 1. Repeal of Auburn City Code Chapter. That Chapter 2.96 of the Auburn City Code, relating to the Auburn International Farmers Market Advisory Board, be, and the same hereby is, repealed.

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

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

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

FIRST READING: JAN - 5 2015

SECOND READING: _____

PASSED: _____

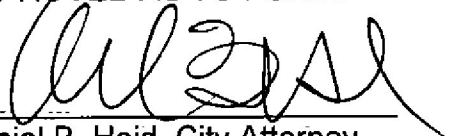
APPROVED: _____

ATTEST:

Daniellè E. Daskam, City Clerk

NANCY BACKUS, MAYOR

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

PUBLISHED: _____

Ordinance No. 6548
December 10, 2014

DELETED CITY CODE TEXT

Chapter 2.96

AUBURN INTERNATIONAL FARMERS MARKET ADVISORY BOARD

Sections:

- 2.96.010 Auburn international farmers market advisory board created.
- 2.96.020 Membership.
- 2.96.030 Appointment.
- 2.96.040 Terms and vacancies.
- 2.96.050 Officers – Meetings..
- 2.96.060 Role of the advisory board.
- 2.96.070 Compensation.
- 2.96.080 Annual reports of progress.

2.96.010 Auburn international farmers market advisory board created.

There is created an advisory board to be known as "the Auburn international farmers market advisory board of the city of Auburn." (Ord. 6229 § 1, 2009.)

2.96.020 Membership.

There shall be seven members of the Auburn international farmers market advisory board who shall be appointed by the Auburn mayor and confirmed by the Auburn city council, and who shall serve at the pleasure of the city council. There shall be one member from the city of Algona, five members from the city of Auburn, and one member from the city of Pacific. A majority of the Auburn members shall be residents or business owners within the city. At the time of their appointment, the Algona and Pacific members shall be residents or business owners within their respective cities. The mayor and council may also appoint as council liaison to the board a member of the city council to serve as an ex officio nonvoting member of the advisory board. (Ord. 6229 § 1, 2009.)

2.96.030 Appointment.

The members of the Auburn international farmers market advisory board shall be appointed from among members of the public, as specified in ACC 2.96.020, to include, to the extent reasonably possible, representation from people involved with or interested in the various and diverse farming, craft, and other market-related vending activities of the community. (Ord. 6229 § 1, 2009.)

2.96.040 Terms and vacancies.

Subject to the provisions of ACC 2.96.020 and the pleasure of the city council, members of the Auburn international farmers market advisory board shall serve for a term of three years or until appointment of a successor member, whichever is later, unless otherwise replaced. It is provided, however, that for the initial appointment, three members shall be initially appointed for three-year terms, or until appointment of a successor member, whichever is later, unless otherwise replaced; two members shall be initially appointed for two-year terms, or until appointment of a successor member,

whichever is later, unless otherwise replaced; and two members shall be initially appointed for one-year terms, or until appointment of a successor member, whichever is later, unless otherwise replaced. In case of any vacancies on the advisory board, vacancies shall be filled consistent with the procedures set forth in ACC 2.96.020 for the unexpired terms for which such vacancies are filled. Members shall be subject to removal in accordance with the provisions of Chapter 2.30 ACC as it currently exists or as it may be hereafter amended. (Ord. 6229 § 1, 2009.)

2.96.050 Officers – Meetings.

A. At its first meeting of each year, the advisory board members shall elect a chairperson and a vice chairperson from among the members of the advisory board. The advisory board shall meet as needed to perform the duties of the advisory board and to fulfill the role of being an advisory body to the city council.

B. It shall be the duty of the chairperson to preside over all meetings of the advisory board. The vice chairperson shall preside at all meetings where the chairperson is absent. Minutes shall be kept and meeting agendas prepared in coordination between members of the board and staff members. A majority of the members of the board shall constitute a quorum for the transaction of business, and a majority vote of those present shall be necessary to carry any recommended action. (Ord. 6229 § 1, 2009.)

2.96.060 Role of the advisory board.

The Auburn international farmers market advisory board is created to assist the city council in advising the city council in connection with farmers market-related issues and activities as may be referred to the advisory board by the city council which may include:

A. Facilitate cooperation and coordination with farmers, food and craft vendors regarding farmers market-related issues, and recommend an appropriate mix of vendors for the farmers market.

B. Recommend to the city council programs to enhance awareness of, and interest in, the farmers market of the city, which may be in cooperation with any appropriate private, civic or public agency of the city, county, state or of the federal government.

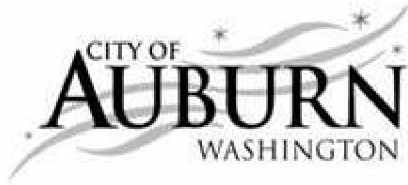
C. Recommend ways and means of obtaining private, local, county, state or federal funds for the promotion of the farmers market. (Ord. 6229 § 1, 2009.)

2.96.070 Compensation.

The members of the Auburn international farmers market advisory board shall serve without compensation. (Ord. 6229 § 1, 2009.)

2.96.080 Annual reports of progress.

The Auburn international farmers market advisory board shall annually provide to the city council a report on progress made in carrying out the board's responsibilities. Additional reports may be submitted when deemed appropriate by the board or when requested by the city council. (Ord. 6229 § 1, 2009.)



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6549 (Second Reading)

Date:

January 7, 2015

Department:

Finance

Attachments:

[Ordinance No. 6549](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Ordinance No. 6549.

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

Hursh

Meeting Date: January 20, 2015

Item Number: ORD.B

ORDINANCE NO. 6 5 4 9

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF AUBURN, WASHINGTON, AMENDING SECTION 2.3
6.030 OF THE CITY CODE RELATING TO THE
APPOINTMENTS TO THE CITY OF AUBURN HUMAN
SERVICES COMMITTEE**

WHEREAS, the City of Auburn has a Human Services Committee established to assist elected officials in identifying local social needs and recommending priorities to meet those needs; and

WHEREAS, the current provisions of the City Code dealing with the Human Services Committee, located in Chapter 2.36 of the City Code, provide for an 11 member committee; and

WHEREAS, notwithstanding the tremendous and valuable contributions of this Committee, the current membership is not up to its number provided in the City Code; and

WHEREAS, based upon the operations and utility of this Committee, it is felt that the committee could operate very successfully in value only for the community with a membership fewer than 11; and

WHEREAS, it is appropriate to reduce the number of members of the committee to a more workable size of seven members.

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

Section 1. Amendment to City Code. That Section 2.36.030 of the City Code be, and the same hereby is, amended to read as follows:

2.36.030 Appointment – Terms.

There shall be ~~11~~ seven (7) persons appointed to the City Human Services Committee and said persons shall serve for staggered terms of five years; provided, that the term of office for any committee members appointed or

reappointed after December 1, 2004, shall be three years from the date of appointment or reappointment. (Ord. 5879 § 2, 2004; Ord. 4672 § 1, 1994; Ord. 4488 § 1, 1991; Ord. 3009 § 4, 1975.)

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

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

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

FIRST READING: JAN - 5 2015
SECOND READING: _____
PASSED: _____
APPROVED: _____

ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Held, City Attorney

PUBLISHED: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6552 (First Reading)

Date:

January 6, 2015

Department:

Community Development &
Public Works

Attachments:

[Ord 6552](#)
[Exhibit 2 - Plat Map](#)
[Exhibit 3 - Cert. of Improvements](#)
[Exhibit 4 - HE Decision](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to introduce and adopt Ordinance No. 6552.

Background Summary:

Stephannie Karlsson, representing Henley USA, has made application for the Final Plat of "Mountain View South" (originally known as "Stipps Meadow"); located at the southeast corner of the intersection of 56th Ave. S. and S.328th St., in the "West Hill" area of the City. This Final Plat subdivides the 4.47-acre site (King County Tax Parcel No. 9262800325) into 18 single-family residential lots, one tract dedicated to the City of Auburn for stormwater purposes, two tracts for private access and utilities, and dedication of public right-of-way; see **Exhibit 2**. The preliminary plat was approved by the City of Auburn Hearing Examiner on April 11, 2011 (PLT10-0007) with 13 conditions; see **Exhibit 4**.

The plat has been developed in accordance with the R-5 Residential zoning district as defined by Chapter 18.07 ACC (Residential Zones), Title 17 ACC (Land Adjustments and Division), Chapters 58.17 and 35A.58 RCW, and the 13 conditions of the preliminary plat.

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

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

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

Reviewed by Council Committees:

Other: Fire, Legal, Planning, Building & Surveying

Councilmember:

Staff: Snyder

Meeting Date: January 20, 2015

Item Number: ORD.C

ORDINANCE NO. 6 5 5 2

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

WHEREAS, the City of Auburn received a final plat application for the Plat of Mountain View South, Application No. PLT14-0008, the final approval of which is appropriate for City Council Action; and

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

FINDINGS OF FACT

1. Henley, USA, LLC has made application for the Final Plat of "Mountain View South".
2. The Preliminary Plat of "Mountain View South" (PLT10-0007) [originally known as "Stipps Meadow"] was approved by the City's Hearing Examiner on April 11, 2011, as a single phase.
3. The Plat of "Mountain View South" has been developed in accordance with all applicable conditions of the Preliminary Plat.
4. A Certificate of Improvements has been issued by the City Engineer. The applicant has provided a security in lieu of completion for the outstanding improvements which includes the top lift of asphalt, monument installation, raising utilities to grade, and striping / channelization.
5. The final plat includes one publicly dedicated tract, Tract A, for the storm drainage facility.

CONCLUSIONS OF LAW

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

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

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

TRACT 59, WEST AUBURN FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON.

[King County Tax Parcel No. 9262800325]

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

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

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

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

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

FIRST READING: _____

SECOND READING: _____

PASSED: _____

APPROVED: _____

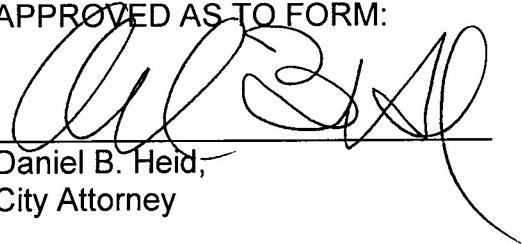
CITY OF AUBURN

NANCY BACKUS,
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

Published: _____

VOL./PAGE

MOUNTAIN VIEW SOUTH

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

LEGAL DESCRIPTION

TRACT 59, WEST AUBURN FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF
PLATS, PAGE 12, IN KING COUNTY, WASHINGTON.

APPROVALS**FINANCE DIRECTOR'S CERTIFICATE**

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

THIS _____ DAY OF _____, 20____

AUBURN DIRECTOR OF FINANCE

CITY ENGINEER'S CERTIFICATE

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

THIS _____ DAY OF _____, 20____

AUBURN CITY ENGINEER

COMMUNITY DEVELOPMENT ASSISTANT DIRECTOR'S CERTIFICATE

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

AUBURN ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT

APPROVAL

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____, PURSUANT TO ORDINANCE NUMBER _____

_____, ADOPTED BY THE AUBURN COUNCIL ON THE _____ DAY OF _____, 20____

MAYOR

ATTEST:
AUBURN CITY CLERK

FINANCE DIVISION CERTIFICATE

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

MANAGER

DEPUTY

ASSESSOR'S APPROVAL

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____

KING COUNTY ASSESSOR

DEPUTY COUNTY ASSESSOR

KING COUNTY PARCEL NO. 9262800325

SURVEYOR'S CERTIFICATE

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

STEPHEN J. SCHREI, PROFESSIONAL LAND SURVEYOR.

CERTIFICATE NO. 37555
D.R. STRONG CONSULTING ENGINEERS
620 7TH AVE
KIRKLAND, WASHINGTON 98033
PHONE: (425) 827-3063

1/8/15
DATE

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

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

MANAGER

SUPERINTENDENT OF RECORDS

DEDICATION

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

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

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

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

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

HENLEY USA LLC,
A WASHINGTON LIMITED LIABILITY COMPANY

SUMITOMO FORESTRY AMERICA, INC.,
A WASHINGTON CORPORATION

BY: _____
ITS: _____

BY: _____
ITS: _____

ACKNOWLEDGMENTS

STATE OF WASHINGTON }
COUNTY OF _____ } SS

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

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

PRINTED NAME _____

COMMISSION EXPIRES _____

STATE OF WASHINGTON }
COUNTY OF _____ } SS

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

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

PRINTED NAME _____

COMMISSION EXPIRES _____

ORD.C

CITY OF AUBURN FILE NO. PLT-14-0008



**D.R. STRONG
CONSULTING ENGINEERS**
ENGINEERS PLANNERS SURVEYORS
620 - 7th AVENUE, KIRKLAND, WA 98033
O 425.827.3063 F 425.827.2423

MOUNTAIN VIEW SOUTH

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

VOL./PAGE

HOMEOWNERS ASSOCIATION COVENANT

THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE MOUNTAIN VIEW HOMEOWNERS ASSOCIATION RECORDED UNDER KING COUNTY RECORDING NUMBER _____ RECORDS OF KING COUNTY, WASHINGTON. SAID HOMEOWNERS ASSOCIATION SHALL OWN AND MAINTAIN THE EASEMENTS AS INDICATED AND CONVEYED HEREIN, UNLESS OTHERWISE APPROVED BY THE CITY OF AUBURN OR ITS SUCCESSOR AGENCY. THIS COVENANT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS OF LOTS 1 THROUGH 18, INCLUSIVE OF THIS PLAT, THEIR HEIRS, SUCCESSORS AND/OR ASSIGNS. SHOULD THE MOUNTAIN VIEW HOMEOWNERS ASSOCIATION BE DISSOLVED OR OTHERWISE CEASE TO FUNCTION, OWNERSHIP OF LOTS 1 THROUGH 18, INCLUSIVE OF THIS PLAT, WILL INCLUDE AN EQUAL AND UNDIVIDED INTEREST IN THE EASEMENTS HEREIN GRANTED, TOGETHER WITH AN EQUAL RESPONSIBILITY FOR THE MAINTENANCE RESPONSIBILITIES FOR ANY FACILITY THEREIN.

PUBLIC EASEMENT PROVISIONS

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

CITY OF AUBURN PUBLIC EASEMENT PROVISION

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

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

THE OWNERS OF SAID PRIVATE PROPERTY SHALL NOT IN ANY WAY BLOCK, RESTRICT OR IMPEDE ACCESS AND EGRESS TO OR FROM SAID EASEMENT AREA, AND/OR IN ANY WAY BLOCK, RESTRICT OR IMPEDE FULL USE OF THE REAL PROPERTY WITHIN THE ABOVE DESCRIBED EASEMENT AREA BY THE CITY OF AUBURN FOR THE ABOVE DESCRIBED PURPOSES, NO BUILDING, WALL, ROCKERY, FENCE, TRAIL, OR STRUCTURE OF ANY KIND SHALL BE CREATED OR PLANTED, NOR SHALL ANY FILL MATERIAL BE PLACED WITHIN THE BOUNDARIES OF SAID EASEMENT AREA, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF AUBURN. WITH CITY OF AUBURN PERMISSION, THE OWNERS OF SAID PRIVATE PROPERTY MAY FENCE ACROSS SAID EASEMENT AREA AND/OR ALONG THE BOUNDARIES OF SAID EASEMENT AREA, PROVIDED THAT A GATE IS CONSTRUCTED IN SAID FENCE. SAID GATE SHALL BE OF SUFFICIENT LENGTH AND LOCATION TO ALLOW THE GRANTEE FULL USE OF, AND ACCESS AND EGRESS TO AND FROM THE REAL PROPERTY WITHIN THE EASEMENT AREA. IF SAID GATE IS TO BE LOCKED, KEYS SHALL BE PROVIDED TO THE CITY OF AUBURN.

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

THE OWNERS OF SAID PRIVATE PROPERTY GRANTS TO THE CITY OF AUBURN THE RIGHT OF INGRESS AND EGRESS TO THE EASEMENT AREA OVER AND ACROSS ALL PAVED, GRAVELED, OR OTHERWISE IMPROVED DRIVEWAYS OR PARKING LOTS WITHIN THE PARENT PARCEL. IF DIRECT ACCESS TO THE EASEMENT AREA IS NOT AVAILABLE FROM SUCH DRIVEWAYS OR PARKING LOTS, THE CITY OF AUBURN'S RIGHT OF INGRESS AND EGRESS SHALL INCLUDE SUCH OTHER AREAS OF THE PARENT PARCEL AS THE CITY OF AUBURN DETERMINES ARE NECESSARY TO ACCESS THE EASEMENT AREA FROM SUCH DRIVEWAYS AND PARKING LOTS OR FROM THE PARENT PARCELS BOUNDARIES. IN THE CASE OF ANY DAMAGE OR DISRUPTION OF THE PARENT PARCEL, THE CITY OF AUBURN SHALL RETURN THE PROPERTY TO A CONDITION REASONABLY COMPARABLE TO ITS CONDITION AS IT EXISTED IMMEDIATELY BEFORE ENTRY AND/OR WORK WAS MADE THEREON BY THE CITY OF AUBURN OR ITS AGENTS.

THE OWNERS OF SAID PRIVATE PROPERTY ADDITIONALLY GRANTS TO THE CITY OF AUBURN, THE USE OF SUCH ADDITIONAL AREA IMMEDIATELY ADJACENT TO SAID EASEMENT AREA AS SHALL BE REQUIRED FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE AND OPERATION OF SAID WATER, SANITARY SEWER AND STORM DRAINAGE FACILITIES. THE USE OF SUCH ADDITIONAL AREA SHALL BE HELD TO REASONABLE MINIMUM AND IN THE CASE OF ANY DAMAGE OR DISRUPTION OF THE PARENT PARCEL, THE CITY OF AUBURN SHALL RETURN THE PROPERTY TO A CONDITION REASONABLY COMPARABLE TO ITS CONDITION AS IT EXISTED IMMEDIATELY BEFORE ENTRY AND/OR WORK WAS MADE THEREON BY THE CITY OF AUBURN OR ITS AGENTS. IN ADDITION TO THE OTHER RESTRICTIONS HEREIN, THE OWNERS OF SAID PRIVATE PROPERTY SHALL NOT CONVEY TO A THIRD PARTY ANY EASEMENT OR OTHER RIGHT OF THE EASEMENT AREA.

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

NOTES/RESTRICTIONS

- NO DIRECT LOT ACCESS SHALL BE ALLOWED TO 56TH AVENUE SOUTH, 58TH AVENUE SOUTH AND SOUTH 328TH STREET, EXCEPT FOR LOTS 1, 2 AND 3.
- THE ROAD AND STORM DRAINAGE SYSTEMS SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED PLAN AND PROFILE, PLAN NO. FAC07-0004 ON FILE WITH THE CITY OF AUBURN. ANY DEVIATION FROM THE APPROVED PLAN WILL REQUIRE WRITTEN APPROVAL FROM THE CITY.
- PRIOR TO BUILDING CONSTRUCTION ON ALL LOTS, TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES, PER THE CONSTRUCTION STORM WATER POLLUTION PREVENTION PLAN (CSWPPP) WILL BE CONSTRUCTED AND MAINTAINED THROUGH FINAL LOT STABILIZATION. PRIOR TO FINAL BUILDING INSPECTION FOR THE STRUCTURE(S) ON ALL LOTS, ROOF DOWNSPOUTS, FOOTING DRAINS, AND ALL LANDSCAPED AREAS NOT DESIGNATED FOR SHEET FLOW TO THE ADJACENT SENSITIVE AREAS, OR ALLOWED TO BE TREATED ON SITE, SHALL BE TIGHTENED TO THE PUBLIC ROADWAY DRAINAGE SYSTEM AND SHALL BE INSPECTED BY CITY OF AUBURN FOR COMPLIANCE WITH THE CSWPPP PRIOR TO FINAL APPROVAL.
- STORM DRAINAGE SYSTEMS CONSTRUCTED ON THE INDIVIDUAL LOTS MUST BE MAINTAINED BY THE PROPERTY OWNER FOR THAT LOT. AN EXCEPTION TO THIS REQUIREMENT IS WHERE THE PRIVATE STORM COLLECTION SYSTEM CROSSES LOT LINES. IN THIS CASE PRIVATE STORM DRAINAGE EASEMENTS AND THE MAINTENANCE RESPONSIBILITIES RELATED THERETO HAVE BEEN IDENTIFIED HEREIN.
- THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 1 AND 2 IS FOR THE BENEFIT OF LOTS 2 AND 3 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 1, 2 AND 3 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 4 AND 5 AND TRACT A IS FOR THE BENEFIT OF LOTS 5 AND 6 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 4, 5 AND 6 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 8 IS FOR THE BENEFIT OF LOTS 7 AND 9 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 7, 8 AND 9 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 11 IS FOR THE BENEFIT OF LOT 12 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 11 AND 12 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 14 IS FOR THE BENEFIT OF LOT 15 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 14 AND 15 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 18 IS FOR THE BENEFIT OF LOT 17 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 17 AND 18 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 10 FOOT PRIVATE WALL AND STORM DRAINAGE EASEMENT SHOWN ON LOTS 3 THROUGH 12 AND TRACT A IS HEREBY RESERVED FOR AND GRANTED TO THE MOUNTAIN VIEW HOMEOWNERS ASSOCIATION FOR PRIVATE RETAINING WALL AND ASSOCIATED STORM DRAINAGE FACILITIES. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE RETAINING WALL AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
- THE 5 FOOT PRIVATE WATER EASEMENT SHOWN ON LOTS 10 AND 11 IS FOR THE BENEFIT OF LOTS 11 AND 12 FOR PRIVATE WATER FACILITIES. THE OWNERS OF SAID LOTS 10 AND 11 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE WATER FACILITIES WITHIN SAID EASEMENT.
- THE 5 FOOT PRIVATE WATER EASEMENT SHOWN ON LOT 13 IS FOR THE BENEFIT OF LOT 14 FOR PRIVATE WATER FACILITIES. THE OWNERS OF SAID LOT 13 IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR PRIVATE WATER FACILITIES WITHIN SAID EASEMENT.
- THE 5 FOOT PRIVATE WATER EASEMENT SHOWN ON LOT 16 IS FOR THE BENEFIT OF LOT 15 FOR PRIVATE WATER FACILITIES. THE OWNERS OF SAID LOT 15 IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR PRIVATE WATER FACILITIES WITHIN SAID EASEMENT.
- THE PRIVATE ENTRY MONUMENT AND LANDSCAPE EASEMENT SHOWN ON LOT 15 IS HEREBY RESERVED FOR AND GRANTED TO THE MOUNTAIN VIEW HOMEOWNERS ASSOCIATION, FOR PRIVATE ENTRY MONUMENT AND LANDSCAPE FACILITIES SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE ENTRY MONUMENT FACILITIES WITHIN SAID EASEMENT.

LAKEHAVEN UTILITY DISTRICT EASEMENT PROVISION

AN EASEMENT IS HEREBY IRREVOCABLY RESERVED FOR AND GRANTED TO LAKEHAVEN UTILITY DISTRICT AND ITS AGENTS, SUCCESSORS AND ASSIGNS, FOR SO LONG AS IT SHALL OWN AND MAINTAIN THE UTILITIES REFERENCED HEREIN UNDER AND UPON THE AREA SHOWN ON THE PLAT AND DESCRIBED HEREIN AS "WATERLINE EASEMENT" (WLE) TO INSTALL, MAINTAIN, REPLACE, REPAIR AND OPERATE WATER MAINS AND APPURTENANCES FOR THIS SUBDIVISION AND OTHER PROPERTY TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENT AT ALL TIMES FOR PURPOSES INCIDENT THERETO, NO BUILDING, WALL, ROCKERY, FENCE, TRAIL, OR STRUCTURE OF ANY KIND SHALL BE CREATED OR PLANTED, NOR SHALL ANY FILL MATERIAL BE PLACED WITHIN THE BOUNDARIES OF SAID EASEMENT AREA, NO EXCAVATION SHALL BE MADE WITHIN THREE (3) FEET OF SAID WATER SERVICE FACILITIES AND THE SURFACE LEVEL OF THE GROUND WITHIN THE EASEMENT AREA SHALL BE MAINTAINED AT THE ELEVATION AS CURRENTLY EXISTING. GRANTEE HEREBY AGREES THAT NO WATER SYSTEM FACILITY OR APPURTENANCE OF ANY KIND, INCLUDING UTILITY SERVICE CONNECTIONS, SHALL BE CONSTRUCTED OR LOCATED BY GRANTEE, OR ANY THIRD PARTY ACTING UNDER AUTHORITY OF GRANTEE, WITHIN OR PROXIMATE TO SAID EASEMENT, UNLESS SUCH INSTALLATION IS APPROVED BY GRANTEE AND IS IN CONFORMANCE WITH THE THEN-CURRENT EDITION OF THE "CRITERIA FOR SEWAGE WORKS DESIGN" PUBLISHED BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY. GRANTEE HEREBY FURTHER AGREES THAT NO OTHER UTILITY FACILITY OR APPURTENANCE OF ANY KIND, INCLUDING UTILITY SERVICE CONNECTIONS, SHALL BE CONSTRUCTED OR LOCATED BY GRANTEE, OR ANY THIRD PARTY ACTING UNDER AUTHORITY OF GRANTEE, WITHIN THREE FEET (3), MEASURED HORIZONTALLY FOR PARALLEL ALIGNMENTS, OR WITHIN SIX INCHES (6"), MEASURED VERTICALLY FOR CROSSING OR PERPENDICULAR ALIGNMENTS, OF ANY PORTION OF THE GRANTEE'S FACILITIES. GRANTEE ADDITIONALLY GRANTS TO THE LAKEHAVEN UTILITY DISTRICT AND ITS AGENTS, SUCCESSORS AND ASSIGNS, THE USE OF SUCH ADDITIONAL AREA IMMEDIATELY ADJACENT TO SAID EASEMENT AREA AS SHALL BE REQUIRED FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE AND OPERATION OF SAID WATER FACILITIES. THE USE OF SUCH ADDITIONAL AREA SHALL BE HELD TO A REASONABLE MINIMUM AND BE RETURNED TO THE CONDITION EXISTING IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE LAKEHAVEN UTILITY DISTRICT, ITS AGENTS, SUCCESSORS AND ASSIGNS. IN ADDITION TO THE OTHER RESTRICTIONS HEREIN, GRANTEE SHALL NOT CONVEY TO A THIRD PARTY ANY EASEMENT OR OTHER INTEREST OR RIGHT OF USE OF PROPERTY SUBJECT TO THE EASEMENT THAT WOULD IMPAIR OR LIMIT THE USE OF THE EASEMENT RIGHTS GRANTED HEREIN.

PRIVATE DRAINAGE EASEMENT COVENANT

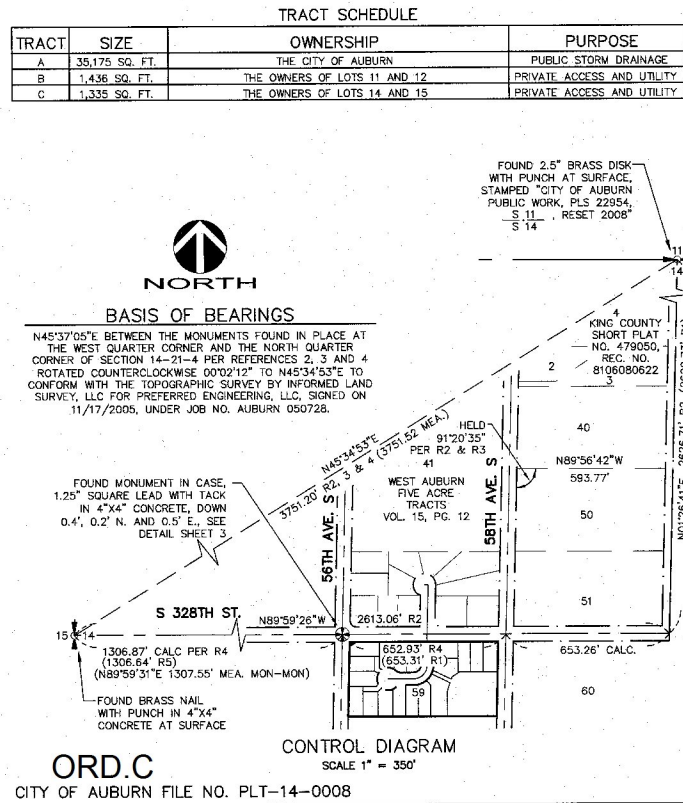
THE OWNERS OF PRIVATE PROPERTY WITHIN THIS PLAT ENCUMBERED WITH DRAINAGE EASEMENTS SHOWN AS "PRIVATE" HEREBY GRANT AND CONVEY TO THE CITY OF AUBURN, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, THE RIGHT BUT NOT THE OBLIGATION TO CONVEY OR STORE STORM AND SURFACE WATER PER THE ENGINEERING PLANS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

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

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

TRACT NOTES

- TRACT A IS A PUBLIC STORM DRAINAGE TRACT AND IS CONVEYED TO THE CITY OF AUBURN AND/OR ITS SUCCESSOR AGENCY FOR PUBLIC DRAINAGE PURPOSES UPON THE RECORDING OF THIS PLAT. EXCEPT AS NOTED HEREIN THE CITY OF AUBURN IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PUBLIC STORM DRAIN FACILITIES WITHIN SAID TRACT. THE MOUNTAIN VIEW HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THOSE PORTIONS OF SAID TRACT, INCLUDING LANDSCAPING AND WALLS, LOCATED OUTSIDE THE AREA SHOWN ON SHEET 4, HEREOF AS "CITY TO MAINTAIN". AN EASEMENT OVER SAID TRACT IS HEREBY GRANTED AND CONVEYED TO SAID HOMEOWNERS ASSOCIATION FOR THE PURPOSES ACCESS AND MAINTENANCE, AS OUTLINED ABOVE.
- TRACT B IS A PRIVATE ACCESS TRACT FOR INGRESS, EGRESS, PRIVATE DRAINAGE AND UTILITIES FOR THE BENEFIT OF THE OWNERS OF LOTS 14 AND 15. OWNERSHIP INTEREST IN TRACT B, AND AN EQUAL AND UNDIVIDED RESPONSIBILITY FOR THE MAINTENANCE OF SAID TRACT, AN EASEMENT OVER SAID TRACT IS HEREBY RESERVED FOR THE BENEFIT OF LOTS 11 AND 12 FOR PRIVATE UTILITIES AND STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 11 AND 12 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE UTILITY AND STORM DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- TRACT C IS A PRIVATE ACCESS TRACT FOR INGRESS, EGRESS, PRIVATE DRAINAGE AND UTILITIES FOR THE BENEFIT OF THE OWNERS OF LOTS 14 AND 15. OWNERSHIP INTEREST IN TRACT C, AND AN EQUAL AND UNDIVIDED RESPONSIBILITY FOR THE MAINTENANCE OF SAID TRACT, AN EASEMENT OVER SAID TRACT IS HEREBY RESERVED FOR THE BENEFIT OF LOTS 14 AND 15 FOR PRIVATE UTILITIES AND STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 14 AND 15 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE UTILITY AND STORM DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.



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MOUNTAIN VIEW SOUTH

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

SURVEYOR'S NOTES

1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM FIRST AMERICAN TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE ORDER NUMBER 5003353-2324655 DATED SEPTEMBER 22, 2014. IN PREPARING THIS MAP, D.R. STRONG CONSULTING ENGINEERS INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS D.R. STRONG CONSULTING ENGINEERS INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY REFERENCED FIRST AMERICAN TITLE INSURANCE COMPANY GUARANTEE. D.R. STRONG CONSULTING ENGINEERS INC. HAS RELIED WHOLLY ON FIRST AMERICAN TITLE COMPANY REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE D.R. STRONG CONSULTING ENGINEERS INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.

2. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN MAY, 2013.

3. PROPERTY AREA = 176,547± SQUARE FEET (4.0530± ACRES).

4. ALL DISTANCES ARE IN FEET.

5. THIS IS A FIELD TRAVERSE SURVEY. A LEICA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

6. THE BOUNDARY SHOWN HEREON IS BASED ON THE RECORDS OF SURVEY RECORDED UNDER RECORDING NUMBERS 9601229002, 20050427800014 AND 20050603900010, REFERENCES 2, 3 AND 4. HOLDING THE NORTH QUARTER CORNER OF SECTION 14-21-4 AND ROTATING TO THE WEST QUARTER CORNER MEASUREMENTS MADE BETWEEN THE TWO MONUMENTS INDICATE A MINOR DIFFERENCE FROM THAT PRODUCED BY SAID SURVEYS. ALSO THE MONUMENT AT THE INTERSECTION OF S. 328TH STREET AND 56TH AVENUE S. APPEARS TO HAVE BEEN EITHER DISTURBED OR REPLACED IN A DIFFERENT LOCATION. THERE HAVE BEEN SEVERAL OTHER SURVEYS MADE IN THE AREA, ALL PRODUCE SLIGHTLY DIFFERING MEASUREMENTS BETWEEN THE EXISTING MONUMENTS. IT IS THE INTENTION OF THIS SURVEY TO CONFORM, AS BEST AS POSSIBLE, TO THE SURVEY PREPARED FOR THIS PARCEL, WHICH IS RECORDED UNDER RECORDING NUMBER 20050603900010, REFERENCE NO. 4.

EASEMENT KEY

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

MONUMENT FOUND NEAR THE INTERSECTION OF S. 328TH ST. AND 56TH AVE. S.

S 328TH ST
N89°59'26"W

56TH AVE S
N01°19'45"E

0.46'

CALCULATED INTERSECTION OF S. 328TH ST. AND 56TH AVE. S. PER REF. 2, 3 AND 4

DETAIL NOT TO SCALE



GRAPHIC SCALE

0 20' 40' 80'

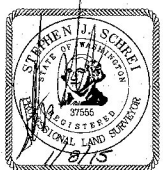
1 INCH = 40 FT.

BASIS OF BEARINGS

N45°37'05"E BETWEEN THE MONUMENTS FOUND IN PLACE AT THE WEST QUARTER CORNER AND THE NORTH QUARTER CORNER OF SECTION 14-21-4 PER REFERENCES 2, 3 AND 4 ROTATED COUNTERCLOCKWISE 0°02'12" TO N45°34'33"E TO CONFORM WITH THE TOPOGRAPHIC SURVEY BY INFORMED LAND SURVEY, LLC FOR PREFERRED ENGINEERING, LLC, SIGNED ON 11/17/2005, UNDER JOB NO. AUBURN 050728.

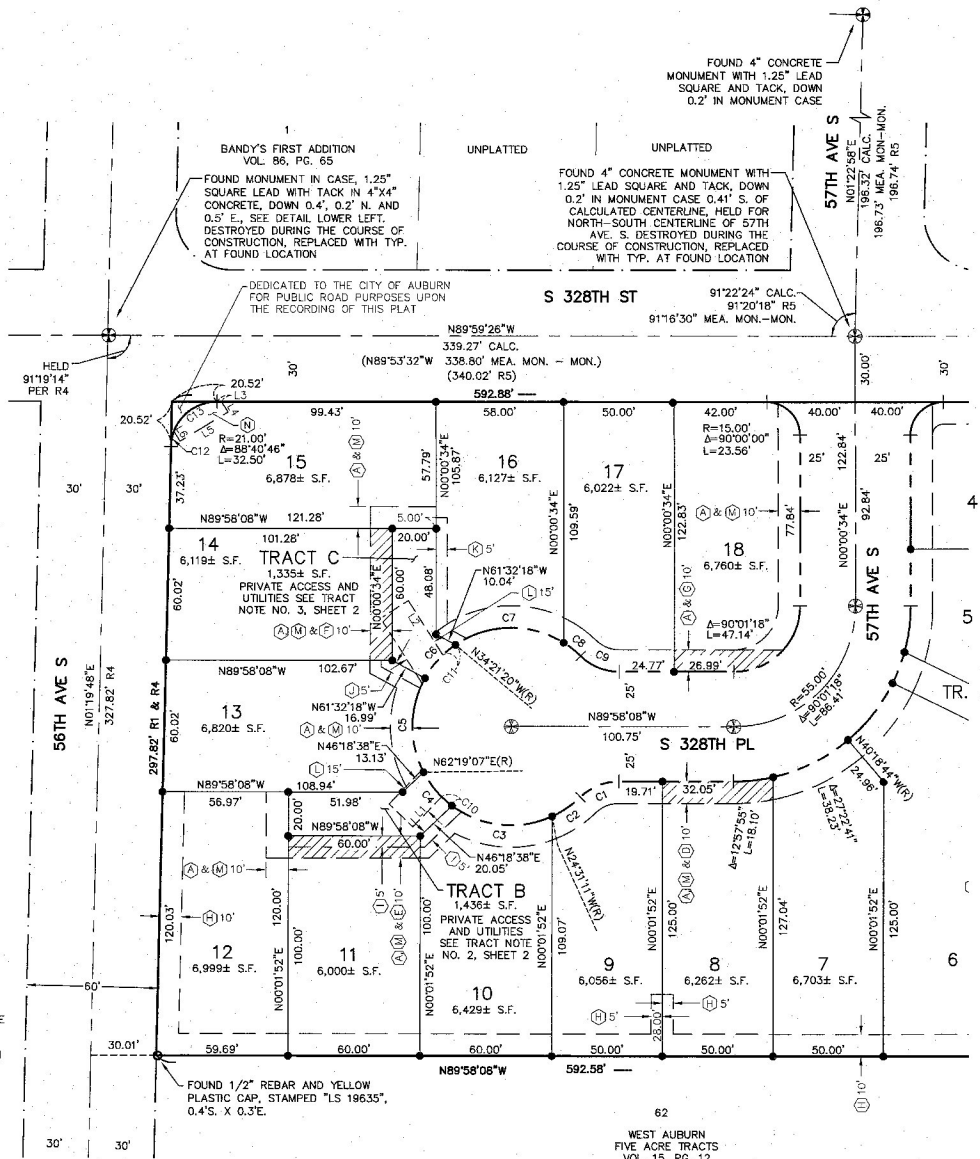
LEGEND

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



ORD.C

CITY OF AUBURN FILE NO. PLT-14-0008



REFERENCES

1. THE PLAT OF WEST AUBURN FIVE ACRE TRACTS, RECORDED IN VOLUME 15 OF PLATS, PAGE 12.
2. RECORD OF SURVEY RECORDED IN VOLUME 107 OF SURVEYS, PAGE 155, UNDER RECORDING NUMBER 9601229002.
3. RECORD OF SURVEY RECORDED IN VOLUME 185 OF SURVEYS, PAGE 259, UNDER RECORDING NUMBER 20050427800014.
4. RECORD OF SURVEY RECORDED IN VOLUME 187 OF SURVEYS, PAGE 251, UNDER RECORDING NUMBER 20050603900010.
5. THE PLAT OF BANDY'S SECOND ADDITION, RECORDED IN VOLUME 114 OF PLATS, PAGE 99.
6. TOPOGRAPHIC SURVEY BY INFORMED LAND SURVEY, LLC FOR PREFERRED ENGINEERING, LLC, SIGNED ON 11/17/2005, UNDER JOB NO. AUBURN 050728.

LINE	BEARING	DISTANCE
L1	N43°50'09"E	18.00'
L2	N32°37'44"W	28.40'
L3	N89°59'26"W	1.93'
L4	N31°33'40"W	5.50'
L5	N58°26'20"E	28.42'
L6	N31°33'40"W	5.34'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	25.00'	44°24'55"	19.38'
C2	45.00'	19°51'53"	15.60'
C3	45.00'	61°07'11"	48.00'
C4	45.00'	25°43'07"	20.20'
C5	45.00'	56°51'10"	44.65'
C6	45.00'	26°28'23"	20.79'
C7	45.00'	66°14'57"	52.03'
C8	45.00'	12°33'10"	9.86'
C9	25.00'	44°24'55"	19.38'
C10	45.00'	10°58'35"	6.26'
C11	45.00'	10°22'22"	7.36'
C12	21.00'	19°37'36"	7.19'
C13	21.00'	69°03'10"	25.31'



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JOB NO. 050728
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SEE SHEET 4 FOR CONTINUATION

MOUNTAIN VIEW SOUTH

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

TITLE RESTRICTIONS

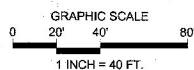
1. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND ENERGY, INC. FOR AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20010809000730. THE LEGAL DESCRIPTION WITHIN SAID INSTRUMENT IS INSUFFICIENT TO DETERMINE THE EASEMENT'S EXACT LOCATION WITHIN THIS SITE.
2. THIS SITE IS SUBJECT TO THE RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS AND PROVISIONS, IF ANY, AS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SURVEY RECORDED UNDER RECORDING NUMBER 20050603900010.
3. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT" AS DISCLOSED BY INSTRUMENTS RECORDED UNDER RECORDING NUMBER 20071120000468 AND 20071120000469 AND MODIFICATIONS THERETO AS DISCLOSED BY INSTRUMENTS RECORDED UNDER RECORDING NUMBER 20090220001244, 20120712000234 AND 20130815000943.
4. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "LOCAL IMPROVEMENT DISTRICT NO PROTEST AGREEMENT" AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20090217000839.
5. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT FOR DEFERRAL OF IMPROVEMENTS" AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20090217000840.

EASEMENT KEY

- 10 FOOT PUBLIC UTILITY EASEMENT SEE PUBLIC EASEMENT PROVISION 1, SHEET 2.
- 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SEE NOTES/RESTRICTIONS NO. 6, SHEET 2.
- 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SEE NOTES/RESTRICTIONS NO. 6, SHEET 2.
- 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SEE NOTES/RESTRICTIONS NO. 7, SHEET 2.
- 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SEE NOTES/RESTRICTIONS NO. 8, SHEET 2.
- 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SEE NOTES/RESTRICTIONS NO. 9, SHEET 2.
- 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SEE NOTES/RESTRICTIONS NO. 10, SHEET 2.
- 10 FOOT PRIVATE WALL AND STORM DRAINAGE EASEMENT SEE NOTES/RESTRICTIONS NO. 11, SHEET 2.
- 5 FOOT PRIVATE WATER EASEMENT SEE NOTES/RESTRICTIONS NO. 12, SHEET 2.
- 5 FOOT PRIVATE WATER EASEMENT SEE NOTES/RESTRICTIONS NO. 13, SHEET 2.
- 5 FOOT PRIVATE WATER EASEMENT SEE NOTES/RESTRICTIONS NO. 14, SHEET 2.
- 15 FOOT CITY OF AUBURN SANITARY SEWER EASEMENT SEE CITY OF AUBURN PUBLIC EASEMENT PROVISION SHEET 2.
- 10 FOOT WATERLINE (WLE) EASEMENT TO LAKEHAVEN UTILITY DISTRICT SEE LAKEHAVEN UTILITY DISTRICT EASEMENT PROVISION SHEET 2.
- PRIVATE ENTRY MONUMENT AND LANDSCAPE EASEMENT TO THE MOUNTAIN VIEW HOMEOWNERS ASSOCIATION SEE NOTES/RESTRICTIONS NO. 15, SHEET 2.



NORTH



BASIS OF BEARINGS

N45°37'05"E BETWEEN THE MONUMENTS FOUND IN PLACE AT THE WEST QUARTER CORNER AND THE NORTH QUARTER CORNER OF SECTION 14-21-4 PER REFERENCES 2, 3 AND 4 ROTATED COUNTERCLOCKWISE 0°02'12" TO N45°34'53"E TO CONFORM WITH THE TOPOGRAPHIC SURVEY BY INFORMED LAND SURVEY, LLC FOR PREFERRED ENGINEERING, LLC, SIGNED ON 11/17/2005, UNDER JOB NO. AUBURN 050728.

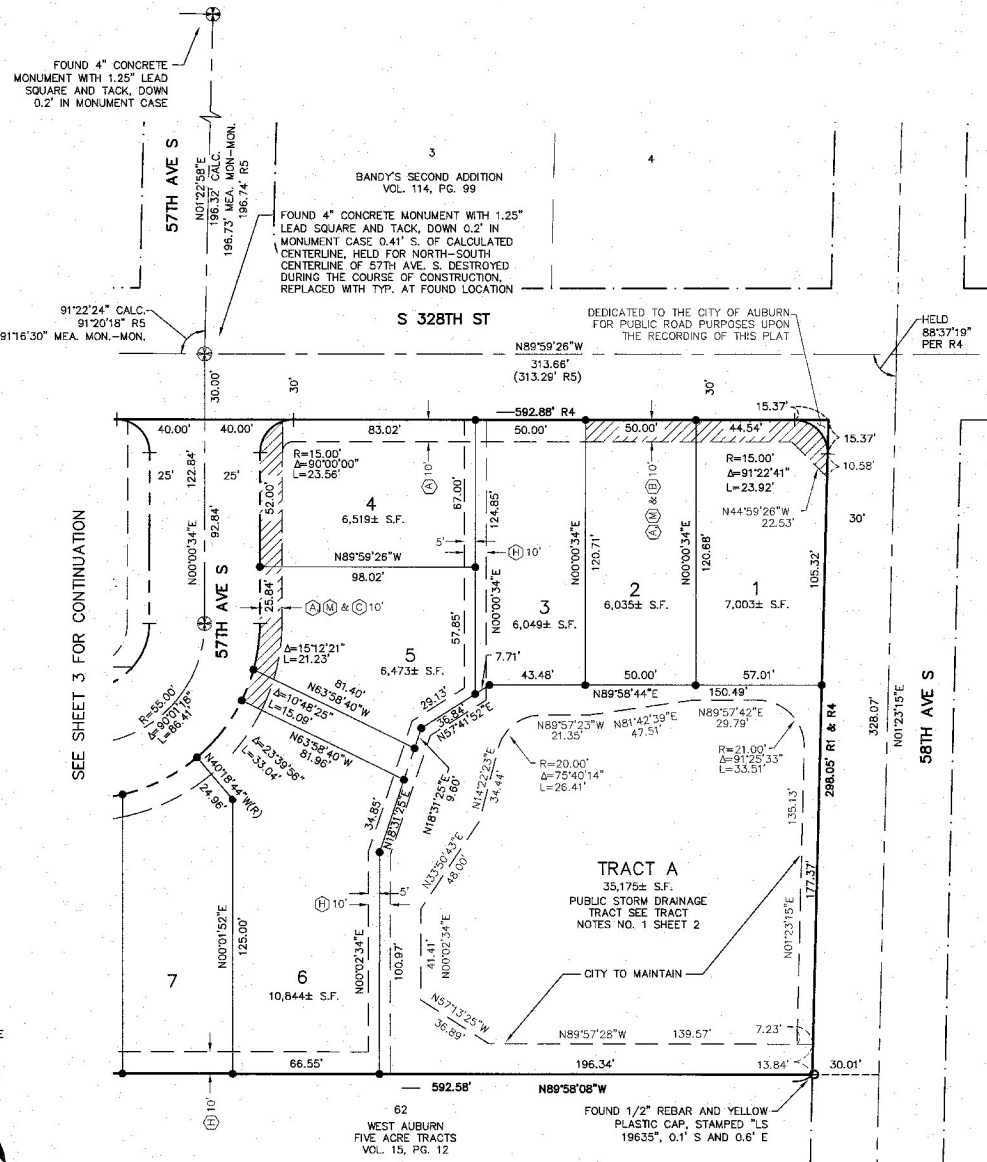
LEGEND

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



ORD.C

CITY OF AUBURN FILE NO. PLT-14-0008



CITY OF AUBURN STREET ADDRESS

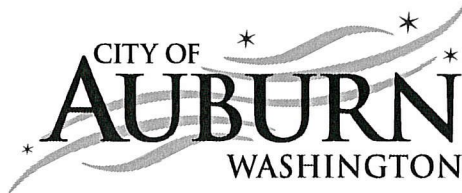
LOT NO.	HOUSE NUMBER	STREET NAME
1	5731	S. 328TH ST.
2	5719	S. 328TH ST.
3	5707	S. 328TH ST.
4	32804	57TH AVE. S.
5	32812	57TH AVE. S.
6	32820	57TH AVE. S.
7	5697	S. 328TH PL.
8	5689	S. 328TH PL.
9	5681	S. 328TH PL.
10	5673	S. 328TH PL.
11	5665	S. 328TH PL.
12	5657	S. 328TH PL.
13	5650	S. 328TH PL.
14	5658	S. 328TH PL.
15	5666	S. 328TH PL.
16	5674	S. 328TH PL.
17	5682	S. 328TH PL.
18	5690	S. 328TH PL.



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JOB NO. 142071
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 ORIGINAL**CERTIFICATE OF IMPROVEMENTS****FINAL PLAT APPLICATION
FAC07-0004****COMPLETION OF IMPROVEMENTS**

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

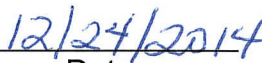
City Engineer_____
Date

SECURITY IN LIEU OF COMPLETION

In lieu of the required public improvements for the Final Plat of **Mountain View South**
fka Stipp's Meadow, an approved Plat Security Bond for **\$65,750.00** (150% of the
estimated costs of improvements) has been submitted and approved by the City
Engineer.



City Engineer



Date

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

PHASE 1:

- | | |
|---------------------------------|--------------------|
| • TOP LIFT of ASPHALT | \$45,755.00 |
| • RAISING UTILITIES TO GRADE | \$ 8,662.50 |
| • SURVEY MONUMENTS INSTALLATION | \$ 2,625.00 |
| • STRIPING / CHANNELIZATION | <u>\$ 8,707.50</u> |

TOTAL	\$65,750.00
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cc: File: FAC07-0004
Jeff Dixon, Planning Services Manager
Stephannie Karlsson, Henley USA LLC
Luke Thornton, Novastar Development, Inc.

BEFORE THE HEARING EXAMINER FOR THE CITY OF AUBURN

Phil Olbrechts, Hearing Examiner

RE: Stipp's Meadow LLC

Preliminary Plat
PLT10-0007

**FINDINGS OF FACT, CONCLUSIONS
OF LAW AND RECOMMENDATION.**

INTRODUCTION

The Applicant has proposed to subdivide 4.47 acres into 18 single-family residential lots. Two deviations to street standards are also included in the application for S. 328th St, an external access road. Specifically the deviations are to (1) allow an increase of maximum road grade from 5% to up to 10%; and (2) lot access for three lots to S. 328th St. instead of to internal roads. The Examiner approves the preliminary plat along with the two requested deviations.

ORAL TESTIMONY

Elizabeth Chamberlain, Auburn Planning Manager, summarized the staff report. She noted that the subdivision had acquired preliminary plat approval in 2006. The Applicant reapplied in 2010 in order to take advantage of 2009 code amendments that permitted an additional four lots for the project. Ms. Chamberlain also referenced the two modifications requested for the subdivision and that the request for modification to lot access requirements was requested by affected property owners, because adjoining property owners did not want to view the back of the proposed residences. For the grade modification she noted that the proposed grade comes close to the 8% requirement and the traffic division had no concern over the modifications. Ms. Chamberlain also noted that a neighborhood circulation plan had been adopted since the plat was approved and that there are no future plans to have the cul de sac roads extended. She noted that City owned cemetery property blocks any such extension. She noted that there will be sidewalks along the frontage of the projects and that the sidewalks will also connect to the sidewalk of Mountain View Estates.

In response to questions from the Examiner, Ms. Chamberlain noted that the primary code changes since the 2006 approval are the change in density, the neighborhood collector plan and the change in grade requirements. Except for the addition of lots, the subdivisions are basically the same as those approved in 2006. If the Applicant were required to comply with the 8% grade requirement, it would have to rebuild the entire road and build cost prohibitive retaining walls. Ms. Chamberlain acknowledged that the primary policy basis for the access standard is safety. She noted that there was no safety with direct access to 328th because it does not have a high volume of traffic as a dead end neighborhood collector. If the Applicant had to

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1 comply with the access requirement, the Applicant would have to install an access
2 tract, which would not be a major burden but is not favored by the City and may
3 result in the loss of a lot or two.

4 In further response to Examiner questions, Ms. Chamberlain responded to the written
5 concerns submitted by Thomas Jones (Ex. 8). On the concern about West Hill traffic
6 adequacy, Ms. Chamberlain noted that the City annexed the area in 2006 and 2008.
7 The road infrastructure was inherited "as is" from King County. In 2009 the
8 annexation area was adopted into the comprehensive plan, including the infrastructure
9 needs of the area. Traffic impacts fees paid by the project will go towards fixing
10 projects within the City, including the Westhill area. The project meets all
11 concurrency requirements. As to site limitation problems, the project will have to
12 meet site distance requirements. The recommended conditions of approval require
13 site distance improvements at the intersection of S. 328th and 56th Ave. S.. As to
14 storm drainage problems, they are primarily in the north part of North Hill. The
15 project is in a separate storm drainage basin. The project is subject to the current
16 stormwater manual, which prohibits any increase in stormwater flow or alteration of
17 its discharge points. More technical review will be done during civil review, but the
18 preliminary stormwater plan shows that the stormwater ponds are adequate and serve
19 both the Stipp's and Mountain View subdivisions. As to differences in lot standards
20 between King County and Auburn, Ms. Chamberlain noted that the lots in the
21 proposal are generally smaller than those of the vicinity, but the City is required to
22 provide for urban development. On emergency access, the Valley Regional Fire
23 Authority has reviewed the proposal and did not find any problem with fire access,
24 which includes multiple access to 56th. The number of lots of the project is not
25 enough to trigger City requirements for secondary emergency access. As to whether
56th street should be converted to a through street, Ms. Chamberlain affirmed that
the City Engineer has approved of the proposed modifications. She noted there are
no critical areas on the site.

Phil Kitzes, Applicant, explained that the reason for the additional lot request is due
to the downfall in the housing market and necessary to maintain financing. The most
challenging part of the project is paying for the sewer extension necessary to serve the
project, which costs about a half million dollars. The extension won't serve anyone
else, in part because the City owns or has recently purchased surrounding properties
for a cemetery. The neighbors on the east side of 328th are the ones that requested
the lot access modification. The detention ponds have been increased in size to meet
the volume requirements of the new stormwater regulations. An access strip could be
placed alongside the pond to avoid the lot access modification, but it would be
difficult and unnecessary. On the access issue, there are actually two access points on
[sic] 56th street. The gate at the end of the road can be busted down for emergency
access. Mr. Kitzes explained that the only developable area accessed by 58th other
than his projects and the cemetery properties is some property east of the Mountain
View project and this has limited development potential because it is primarily
occupied by a steep ravine. The potential for development is minimal so Stipp's and
Mountain View are the only projects served by 58th.

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1 Tom Jones, adjoining property owner, noted that the roads that serve the project are
2 narrow, don't have shoulders and have limited site distance. Mr. Jones noted that the
3 intersections he has concerns about are the intersections of the West Valley Highway
4 with W. Main and 15th Street. He noted in prior hearings that WSDOT had testified
5 that these intersections need improvement. He noted that the projects have good
6 stormwater design but existing stormwater problems have not been addressed. A
7 solution needs to be integrated in the project's system. Mr. Jones testified that in the
8 last hearings the lot sizes were presented as maintaining the standards of the
9 community, even though people were already upset at the smaller size, and that now
10 they are being proposed as even smaller and this violates the spirit of the agreement
11 made at the previous hearings. On emergency access, there's only one road that
12 serves both Stipp's and Mountain View and nothing is being done to address that
13 problem even though the City owns most of the surrounding property. Mr. Jones
14 clarified that his access problem is 58th St., not 56th St. as mentioned in his letter.
15 The Examiner asked how the project's stormwater system could be integrated into the
16 existing stormwater system. Mr. Jones responded that there's a catch basin that
17 serves his area and he's never seen anyone maintain it and the catch basin should be
18 integrated into the new stormwater system so that the existing residents don't have to
19 worry about whether that catch basin is draining new construction and new city
20 streets.

21 Fran Wold, neighbor, agreed that 58th St. should be made a through street. There
22 was already an easement for a through street before the City purchased the cemetery
23 property. She also didn't think that this road could handle the additional traffic
24 generated by the project.

25 Muriel Lamport, neighbor, testified that she agrees with the comments made by other
neighbors.

In rebuttal, Ms. Chamberlain noted that for the W. Main and W. 15th intersection
issues, only four trips would be added to those intersections, which wouldn't violate
level of service standards. Most traffic would go in the opposite direction. The City
is also doing an improvement project this summer for the W. Main and W. 15th
intersections. On the "agreement" referenced by Mr. Jones on lot size, the City can't
agree to any lot size, it must go by its code. The City has always stood firm that lot
sizes in the City are [sic] larger than in King County and King County has narrower
road standards. The project would be much different if it were done in King County.
58th street right of way does accommodate a through street, but the City Council
made a conscious decision in its neighborhood street plan to not extend 58th extended
due to the cemetery. 58th is currently not improved and the portion of 58th along
Mountain View will be improved to serve that project. 58th does continue north of
the Mountain View project to another neighborhood, but only through a private gate
on roads that are privately maintained. The gate has a Knox Box to provide
secondary emergency access.

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1 Muriel Lamport noted she lives at the gate and that north of the gate the 58th right of
2 way hits a pond that you cannot drive through. Access to her home is through a
3 private road owned by four neighbors. There's no way for emergency vehicles to get
4 to the projects through the gate.

5 Mr. Kitzes responded that there is a Tract X that links 58th to 56th and will provide
6 secondary emergency access that the fire department had a right to use. He explained
7 that the prior owner of the Stipp's, Mt. View properties had held the community north
8 of Mt. View hostage with [apparently] access rights across Tract X and that he (Mr.
9 Kitzes) had given the Tract to the property owners when he purchased the project
10 properties.

11 On a final note, Mr. Jones felt that if the City is going to hold to its larger lot
12 standards that it shouldn't continue to allow narrower roads. It can't have both.

13 EXHIBITS

14 The exhibits listed at pages 9-10 of the March 24, 2011 staff report are all admitted
15 into evidence.

16 FINDINGS OF FACT

17 Procedural:

- 18 1. Applicant. Stipp's Meadow LLC.
19 2. Hearing. The Hearing Examiner conducted a hearing on the application at
20 5:30 p.m. at Auburn City Hall in the Council Chambers on March 30, 2011.

21 Substantive:

- 22 3. Site/Proposal Description. The Applicant has proposed to subdivide 4.47
23 acres into 18 single-family residential lots. This project received preliminary plat
24 approval in 2006 for 14 single family lots. The City of Auburn updated its zoning
25 code in June 2009 to density based zoning, which now permits additional lots in the
R-5 zoning district. The road network and general lot layout will remain the same as
the original preliminary plat. The only significant development standards that have
changed since the 2006 approval is the increase in density and an increase in
permitted road grade for nonarterials from 6% to 8%. The City also adopted a
neighborhood street plan, where it made a conscious decision to not extend 58th St. as
a through street due its passage through City cemetery property.

Storm drainage for the project is being addressed in a combined storm pond with Mt.
View Estates and will be located within the Stipp's Meadow project. Mt. View

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Estates is another preliminary plat proposed by the Applicant, located a block from Stipp's Meadow and undergoing concurrent review.

4. Deviation Requests. Stipp's Meadow involves two requests for deviation. In one deviation request, the Applicant requests a deviation to Section 10.04.4.1 of Auburn's Design Standards, which requires driveways to be located on the lowest classification of street for lots that front two or more streets. The Applicant requests that the driveways on lots 16-18 access South 328th, a neighborhood collector road, instead of an internal plat road. Lots 16-18 border the eastern terminus of the improved portions of S. 328th. Across S. 328th are single family lots that access S. 328th. In the 2006 hearing on Stipp's Meadows, the owners of developed single family lots across S. 328th requested that Lots 16-18 also access S. 328th so that the owners wouldn't have to look at the back of the new single family homes. Since S. 328th will only be improved along the street frontage of the Stipp's project, the traffic on the road will be relatively minor since it generally only accommodates traffic for Stipp's, Mt. View Estates, and the 12 lot subdivision to the north of Stipp's. As testified by Phil Kitzes, the remaining properties that would use S. 328th are either City cemetery property or a minor amount of other property that has limited development potential due to a ravine. Due to the limited amount of traffic anticipated for the road, City staff have no safety concerns over the proposed deviation and the City Engineer concurs in the deviation request.

In the other deviation request, the Applicant requests a deviation to Section 10.02.4 of Auburn's Design Standards, which generally limits road grade to 8%. The Applicant proposes to maintain existing grade along S. 328th St. where it fronts the Stipp's project. The grade along S. 328th St. ranges from 5 to 10% with approximately 100 feet of S. 328th west of 57th Ave. having a grade of 10%. The existing alignment connects to another street (57th Ave. S.) and several residences across from Stipp's have direct access onto 328th. Staff noted that if the Applicant were required to comply with the 8% grade requirement, it would have to rebuild the entire road and build cost prohibitive retaining walls. The City Engineer concurs in the deviation request.

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

6. Adverse Impacts. There are no adverse impacts that have been identified in association with the proposal. Concerns raised by citizens are primarily addressed in the analysis of adequacy of infrastructure below. One citizen comment not associated with infrastructure is a comment from Mr. Jones in Ex. 8 that the lots in the project are smaller than neighboring lots. There isn't any specific information on comparative lot size in the record except for the plat map (sheet PP-C1), which shows that the proposed lots are smaller than those of the subdivision across S. 328th. At

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

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

12 7. Adequacy of Infrastructure. It is important to recognize that, except for
13 the addition of four lots, the plat design and corresponding infrastructure
14 requirements have not significantly changed since the prior approval of the project in
15 2006. At the same time, applicable regulations, except as otherwise noted in this
decision, have not changed. Under these circumstances the 2006 approval supports
findings of adequacy. Specific issues on infrastructure are addressed below:

16 A. Road Design. Mr. Jones testified that the roads that serve the project are
17 too narrow, don't have shoulders and have limited site distance. He didn't provide
18 any more specific information. All frontage improvements and internal road
19 improvements satisfy City code requirements. A traffic study was also done assessing
20 any need for off-site traffic improvements under City code (Ex. 14) under the 2006
21 application and it was found that the traffic generated by the Stipp's and Mt. View
22 projects combined does not trigger any off-site improvements under the City's adopted
level of service standards. Further, it was determined in that traffic study that traffic
volumes will remain within adopted level of service standards. Staff reviewed the
traffic report in light of the additional traffic generated by the additional four lots of
this project and determined that the conclusions of the report still apply. The project
complies with all applicable City of Auburn road standards.

23 Mr. Jones also had concerns about the intersection of West Valley Freeway
24 with W. Main Street and W. 15th St. Ms. Chamberlain noted that the project would
25 only add four trips to these intersections, which wouldn't trigger any level of service
improvement requirements under City regulations. Further, Ms. Chamberlain noted
that improvements were planned for these intersections this summer. The project does
not necessitate any improvements to the West Valley Freeway intersections.

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

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

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

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

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

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E. Water. Water will be provided by the Lakehaven Utility District, who has issued a certificate of water availability for the project. See Ex. 10.

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

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

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

CONCLUSIONS OF LAW

Procedural:

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

Substantive:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 DEVIATIONS

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

19 11. For the grade deviation, the topography, location and surroundings of the
20 property justify the request. The street has already been built at grades up to 10%
21 with several driveway connections. The other properties served by the street
22 obviously were allowed to use the street at the 10% grade and allowing the requested
23 deviation would enable the Applicant the same right.

24 As to the lot access deviation, the surroundings of the property justify the request in
25 that lots across from lots 16-18 also face S. 328th and the deviation is necessary to
accommodate the situation by preventing the existing homes from fronting the backs
of the proposed homes.

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

12. For the grade deviation, adherence to the applicable 8% grade requirement
would necessitate cost prohibitive reconstruction of the road and the installation of
retaining walls. The driveways and front yards of the lots on the north side of 328th
would also be adversely affected because the grades of those driveways would also
likely need to be changed and there would be grade separation to the sidewalks.
Adherence to the grade requirements would not only deprive the Applicant of

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reasonable and harmonious use, but would also adversely affect the property owners on the north side of S. 328th as well.

As to the lot access deviation, it should be recognized that a balancing of public benefit verses private burden is a significant part of a reasonable use analysis. *See Beuchel v. Washington State Dept. of Ecology*, 125 Wn.12d 196 (1994). In this situation, the deviation is done at least partially at the request of neighboring properties across S.328th from lots 16-18, who do not wish to have a view of the rear of the proposed homes. Staff are not concerned about safety or other adverse impacts because there S. 328th serves few homes in that area, due to the cemetery property as discussed in Finding of Fact No. 4. Given these factors, the project is marginally necessary for reasonable use of the property and is necessary for harmonious use of the property.

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

13. The deviations will preserve the character of the neighborhood and will be beneficial to surrounding properties by preserving existing street grades (thereby avoiding disruption to existing driveway connections) and preserving driveway access patterns (thereby preventing lot owners on the north side of S.328th from a rear view of the proposed homes). The criterion is satisfied.

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

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

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

15. As previously discussed, the deviations will enable the Applicant to build within existing grades and provide for consistency with existing lot access design. The criterion is satisfied.

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

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

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

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

4 **DECISION**

5 The preliminary plat application and requested deviations are approved subject to
6 the following conditions:

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

9 2. On-site drainage flows from the proposed plat of Mt. View Estates shall be
10 directed to the proposed on-site storm drainage facility to be constructed as part of
11 the Stipp's Meadow project.

12 3. The Homeowners Association shall maintain those portions of the storm water
13 tract located outside the fenced pond boundary.

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

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

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

21 7. Half street improvements shall be required for South 328th Street in accordance
22 with City Design and Construction Standards.

23 8. Half street improvements shall be required for 56th Avenue South and 58th
24 Avenue South in accordance with the City Design and Construction Standards. The
25 Applicant applied for and was granted a street delay request for 56th Avenue South
under recording number 20090217000840. The Applicant may apply for a street
delay request for 58th Avenue South.

9. The final plat shall include a note that states no direct residential access to 56th
Avenue South, 58th Avenue South, and South 328th Street, except for Lots 16-18, is
permitted.

{PA0757324.DOC;1\00083.900000\ }

10. The plat modification related to the intersection landing grade where 56th Court South connects into South 328th Street is approved subject to the ADA ramps meeting the City and ADA standards.

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

12. The existing structures on site shall be demolished prior to any grading work commencing on-site. If it exists, asbestos containing material shall be removed prior to demolition of the on-site structures and disposed in accordance with the requirements of the Puget Sound Clean Air Agency, Washington State Department of Labor and Industries, and the King County Health Department.

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

Dated this 11th day of April 2011.



Phil Olbrechts
City of Auburn Hearing Examiner



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6550 (First Reading)

Date:

December 31, 2014

Department:

Finance

Attachments:

[Ord 6550](#)

Budget Impact:

\$250,000.00 per year

Administrative Recommendation:

City Council to adopt Ordinance No. 6550.

Background Summary:

Ordinance No. 6550 levies a .0214% sales tax credit against the state sales tax for local revitalization financing. SB 5045 authorizing the tax credit was passed by the state legislature during the 2009 regular session. The intent of the legislation was to provide financial assistance to Cities to assist with financing public improvements in an identified revitalization area to promote community and economic development.

The City first applied for the use of local revitalization financing on August 11, 2009 and the Department of Revenue approved the City's application on September 16, 2009, authorizing up to \$250,000.00/yr for the local revitalization program (Promenade capital improvements).

In 2010, the City issued \$7.24 million in 2010 C/D Bonds for the purpose of funding capital improvements for the Promenade. Annual debt service payments for these bonds continue through the year 2035. Funds from the sales tax credit, combined with REET2 funds are used to pay for the annual debt service costs of the local revitalization project. As of the end of 2013, the remaining principal balance is \$6.36 million.

The tax credit is available to the City for up to 25 years. 2015 will be the sixth year that the City has asked the State for the tax credit. As provided by the state, in order for the City to continue receiving the tax credit, the City must request the tax credit each year by Ordinance.

Based upon historical taxable retail sales, the above rate of .0214% is estimated to generate \$250,000 for local revitalization funding during the State's fiscal year July 1, 2015 – June 30, 2016.

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: January 20, 2015

Item Number: ORD.D

ORDINANCE NO. 6 5 5 0

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, ESTABLISHING THE LOCAL SALES AND USE TAX RATE FOR LOCAL REVITALIZATION FINANCING FOR 2015

WHEREAS, The City of Auburn ("City") enacted Ordinance 6301 on April 19, 2010, which established a local sales and use tax as provided for in Section 39.14.510 of the Revised Code of Washington ("RCW"); and,

WHEREAS, this tax is imposed in order to pay the debt service on Local Revitalization Financing bonds in accordance with Chapter 39.14 RCW; and,

WHEREAS, Chapter 39.14 RCW provides that the City shall, from time to time, adjust the tax rate so that it is set at the rate reasonably necessary to receive the state contribution over 10 months, in accordance with RCW 82.14.510(3);

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

Section 1. The sales and use tax rate established in Section 3.2 of Ordinance 6301 is hereby amended to .0214% beginning July 1, 2015.

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

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

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

FIRST READING: _____

SECOND READING: _____

PASSED: _____

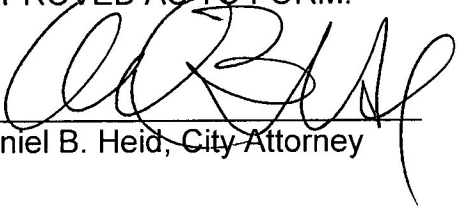
APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6551 (First Reading)

Date:

January 7, 2015

Department:

Finance

Attachments:

[Ord 6551](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve and adopt Ordinance No. 6551.

Background Summary:

Ordinance No. 6551 provides for revision to Auburn City Code Chapter 13. Section 13.06.280 is amended to reflect a change in the due date of Utility Bill payments from 15 days to 20. Section 13.06.290 is amended to include the lien statute. Section 13.06.300 is amended to extend the grace period for delinquent payments from 20 to 25 days. Section 13.06.300 is also amended to change the placement of physical door tags to mailed notification the time from billing to shut off from 43 to 49 days.

The Finance Department in conjunction with Public Works, recommends replacing the door tag notices with a shut off notice that will be mailed to the customer at least seven days prior to a service interruption. Commercial and Multi-family service class accounts will continue to receive at least a two-hour warning prior to service interruption.

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

Coleman

Meeting Date: January 20, 2015

Item Number: ORD.E

ORDINANCE NO. 6 5 5 1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTIONS 13.06.280, 13.06.290, AND 13.06.300 OF THE AUBURN CITY CODE RELATING TO LIENING AND NOTICING OWNERS WHO HAVE FAILED TO PAY THEIR UTILITY CHARGES OF WATER SERVICE TERMINATION

WHEREAS, the City's current practice of physically placing notices of impending water service termination on residents' doors requires an excessive amount of City time and labor; and

WHEREAS, mailing notices to residents who have not paid their utility charges on time is much less costly than hanging notices on the residents' doors; and

WHEREAS, substituting mailed disconnection notices for ones placed on doors will not change the City's current practice of providing multi-family and commercial customers with at least a 2-hour notice of disconnection in addition to other notices; and

WHEREAS, state law requires seven-day written notice of disconnection to residence of multi-family rental units; and

WHEREAS, adopting a process for mailing disconnection notices seven days prior to water service termination is in the public's interest.

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

Section 1. Amendment to City Code. Section 13.06.280 of the City of Auburn City Code is amended to read as follows:

13.06.280 Service charges – Payment dates.

A. Payment for water service charges shall be due and payable to the finance department office 15-20 days after the billing date appearing on the bill.

B. Water will be billed according to the rates in effect at time of service for those properties inside the city limits, and increased rates may be in effect for customers served outside the city limits. (Ord. 6098 § 1, 2007; Ord. 5849 § 1, 2004; Ord. 5216 § 1, 1999; Ord. 4878 § 3, 1996.)

Section 2. Amendment to City Code. Section 13.06.290 of the City of Auburn City Code is amended to read as follows:

13.06.290 Service charges – Liability – Nonpayment action.

All water rates will be charged against the premises for which the service was installed. All charges for water, when the same become delinquent and unpaid, shall be a lien against the premises to which the same has been furnished. The lien shall be superior to all other liens or encumbrances except those for general taxes and special assessments. When any charges for water become delinquent against any premises, the water shall be shut off until such charges are paid. (Ord. 5849 § 1, 2004; Ord. 5216 § 1, 1999; Ord. 4878 § 3, 1996.)

Section 3. Amendment to City Code. Section 13.06.300 of the City of Auburn City Code is amended to read as follows:

13.06.300 Service charges – Payment delinquency.

A. ~~Twenty-five (25) days after the billing date a late fee will be added to the billing as listed in ACC 13.06.511. Twenty-Four (42) days after late fees have been assessed the billing date, accounts with outstanding balances will have a doorhanger delivered to property the city will mail a shut-off notice to both a premises' address and to the owner's address that is on file with the city. Three~~ Forty-nine (49) days after the notices are delivered billing date, water service to accounts with outstanding balances will be turned off. Service shall not be restored until full payment of the delinquent amount together with fees, charges, fines or penalties pursuant to ACC 13.06.511 is received. If delinquency payment is not made by 2:00 p.m., water service may not be turned on until the next normal working day. In lieu of a mailed notice, the city may cause a shut-off notice to be served upon the premises or upon an owner.

B. Failure to receive mail will not be recognized as a valid excuse for failure to pay charges when due or for lack of notice. It is the responsibility of the property owner to provide to the city notification of changes in ownership or tenancy of property and changes in mailing addresses must be provided to the city. (Ord. 6098 § 2, 2007; Ord. 5849 § 1, 2004; Ord. 5216 § 1, 1999; Ord. 4878 § 3, 1996.)

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

Section 5. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

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

FIRST READING: _____

SECOND READING: _____

PASSED: _____

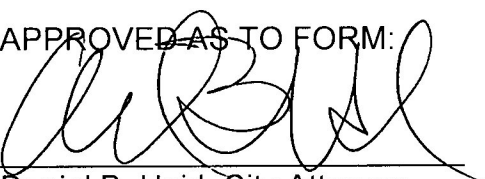
APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5101

Date:

January 6, 2015

Department:

Administration

Attachments:

[Res 5101](#)

[Exhibit A Map](#)

[Exhibit A-1](#)

[Exhibit B Map](#)

[exhibit B-1](#)

[Exhibit B-2](#)

[Exhibit B-4](#)

[Exhibit B-3](#)

[Exhibit B-5](#)

Budget Impact:

\$0

Administrative Recommendation:

approve Resolution No. 5101

Background Summary:

For a number of years, the City of Auburn and the City of Kent have been working together to address some right-of-way and city boundary issues related to and in the vicinity of S. 277th Street. In connection therewith, the City Council of the City of Auburn passed its Resolution No. 5095 on September 2, 2014, which resolution authorized the Mayor to execute an agreement with the City of Kent regarding Auburn's S. 277th Street Corridor Project and jurisdiction over the S. 277th Street Corridor.

As was addressed in the Agreement between the two cities, portions of S. 277th Street are currently within the jurisdictions of Auburn, Kent, and King County. This results in issues with coordination of maintenance responsibilities, permitting requirements, and development review. Bringing the entire roadway right-of-way from Auburn Way South to approximately 723 feet east of the L Street NE intersection into Auburn's jurisdiction will improve the ability of the City of Auburn to effectively manage the facility as well as the City's S. 277th Street Corridor Capacity and Non-motorized Trail Improvement project. The Agreement with the City of Kent defined where the future jurisdictional boundaries and maintenance responsibilities of the two Cities along S. 277th Street will be, and defined the future intent for the L Street NE signal and coordination of the City of Auburn's S. 277th Street Corridor Project.

That Agreement set the stage for Resolution No. 5101 and a corollary Resolution to be subsequently passed by the Kent City Council.

When passed by their respective city councils, these two resolutions will accomplish the change in boundaries between the two cities, in accordance with RCW 35.10.217. Auburn's Resolution is the first of the two to be brought forward, with Kent's to follow as per the state statute.

Reviewed by Council Committees:

Councilmember:

Staff: Heid

Meeting Date: January 20, 2015

Item Number: RES.A

RESOLUTION NO. 5 1 0 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, FOR THE ANNEXATION OF A PORTION OF PROPERTY TO THE CITY OF AUBURN SIMULTANEOUSLY TO ITS DEANNEXATION FROM THE CITY OF KENT, PURSUANT TO RCW 35.10.217(2), AND AUTHORIZING CITY STAFF TO FILE A NOTICE OF INTENT TO ANNEX WITH THE WASHINGTON STATE BOUNDARY REVIEW BOARD FOR KING COUNTY

WHEREAS, RCW 35.10.217(2) authorizes the legislative body of a city or town on its own initiative by resolution to indicate its desire to be annexed to a city or town in whole or in part, which annexation shall become effective upon the adoption of a resolution by the other city or town concurring in the annexation; and

WHEREAS, after consultations between representatives of the cities of Kent and Auburn, it was determined that it would be advantageous to both cities for certain territory currently located within the corporate limits of the City of Kent and adjacent to the City of Auburn to be annexed to the City of Auburn; and

WHEREAS, in connection with such annexation/de-annexation, the cities of Auburn and Kent have committed to coordinate and cooperate with respect to any planning, transportation or development issues that affect the cities; and

WHEREAS, contemporaneous with the consideration of this Resolution, the City of Kent is considering this annexation/de-annexation action because of the mutual benefits to both cities and their common infrastructure needs; and

WHEREAS, the annexation shall be effective following adoption of Resolutions by both cities of Auburn and Kent in support of the annexation; and

WHEREAS, the requirements of the State Environmental Policy Act and applicable Environmental Procedures have been complied with; and

WHEREAS, this annexation is subject to review by the Washington State Boundary Review Board for King County; and

WHEREAS, the two cities have reached an agreement with respect to the annexation/de-annexation, approved by the City Council of the City of Auburn, Washington, through its Resolution No. 5095, passed on September 2, 2014.

NOW THEREFORE, AND IN FURTHERANCE THEREOF, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. The City Council of the City of Auburn indicates, pursuant to the provisions of RCW 35.10.217 (2), its desire to adjust the boundaries between the cities of Auburn and Kent, annexing into the City of Auburn and de-annexing from the City of Kent certain territory currently located within the City of Kent, and de-annexing from the City of Auburn and annexing into the City of Kent certain territory currently located within the City of Auburn, and an area to be deeded from the City of Kent to the City of Auburn (Exhibit B-2), with said annexations and de-annexations occurring contemporaneous in accordance with the following exhibits:

Territory all situate In King County, Washington, to be annexed into the City of Auburn and de-annexed from the City of Kent, and annexed into the City of Kent and de-annexed from the City of Auburn, as described in and as shown (on the maps) of 'Exhibit "A" Map' and 'Exhibit "B" Map,' and 'Exhibit A-1,' 'Exhibit B-1,' 'Exhibit B-2,' 'Exhibit B-3,' 'Exhibit B-4,' and 'Exhibit B-5,' which exhibits are attached hereto, incorporated herein by these references, and marked accordingly.

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation, including transmitting a copy of this Resolution to the City Clerk of Kent, and mailing notices of the public hearing at which the second resolution is adopted to the owners of the property within the area proposed to be annexed, in accordance with Chapter 35.43 RCW and Section 35.10.217(2) RCW.

Section 3. City Staff are hereby authorized and directed to file the appropriate Notice of Intent to Annex with the Washington State Boundary Review Board for King County.

Section 4. This Resolution shall be in full force and affect upon passage and

signatures hereon.

DATED and SIGNED this ____ day of _____ 2014.

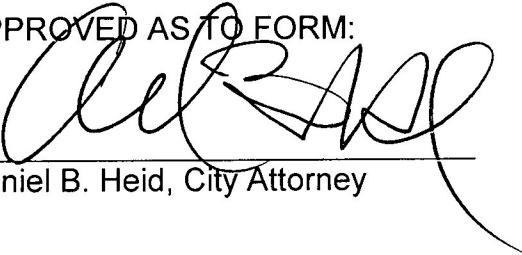
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Resolution No. 5101

January 6, 2014

Page 3

RES.A

Page 88 of 152

RCW 35.10.217

35.10.217 Methods for annexation.

The following methods are available for the annexation of all or a part of a city or town to another city or town:

(1) A petition for an election to vote upon the annexation, which proposed annexation is approved by the legislative body of the city or town from which the territory will be taken, may be submitted to the legislative body of the city or town to which annexation is proposed. An annexation under this subsection shall otherwise conform with the requirements for and procedures of a petition and election method of annexing unincorporated territory under chapter 35.13 RCW, except for the requirement for the approval of the annexation by the city or town from which the territory would be taken.

(2) The legislative body of a city or town may on its own initiative by resolution indicate its desire to be annexed to a city or town either in whole or in part, or the legislative body of a city or town proposing to annex all or part of another city or town may initiate the annexation by adopting a resolution indicating that desire. In case such resolution is passed, such resolution shall be transmitted to the other affected city or town. The annexation is effective if the other city or town adopts a resolution concurring in the annexation, unless the owners of property in the area proposed to be annexed, equal in value to sixty percent or more of the assessed valuation of the property in the area, protest the proposed annexation in writing to the legislative body of the city or town proposing to annex the area, within thirty days of the adoption of the second resolution accepting the annexation. Notices of the public hearing at which the second resolution is adopted shall be mailed to the owners of the property within the area proposed to be annexed in the same manner that notices of a hearing on a proposed local improvement district are required to be mailed by a city or town as provided in chapter 35.43 RCW. An annexation under this subsection shall be potentially subject to review by a boundary review board or other annexation review board after the adoption of the initial resolution, and the second resolution may not be adopted until the proposed annexation has been approved by the board.

(3) The owners of property located in a city or town may petition for annexation to another city or town. An annexation under this subsection shall conform with the requirements for and procedures of a direct petition method of annexing unincorporated territory, except that the legislative body of the city or town from which the territory would be taken must approve the annexation before it may proceed.

(4) All annexations under this section are subject to potential review by the local boundary review board or annexation review board. [1986 c 253 § 1; 1985 c 281 § 15; 1969 ex.s. c 89 § 4.]

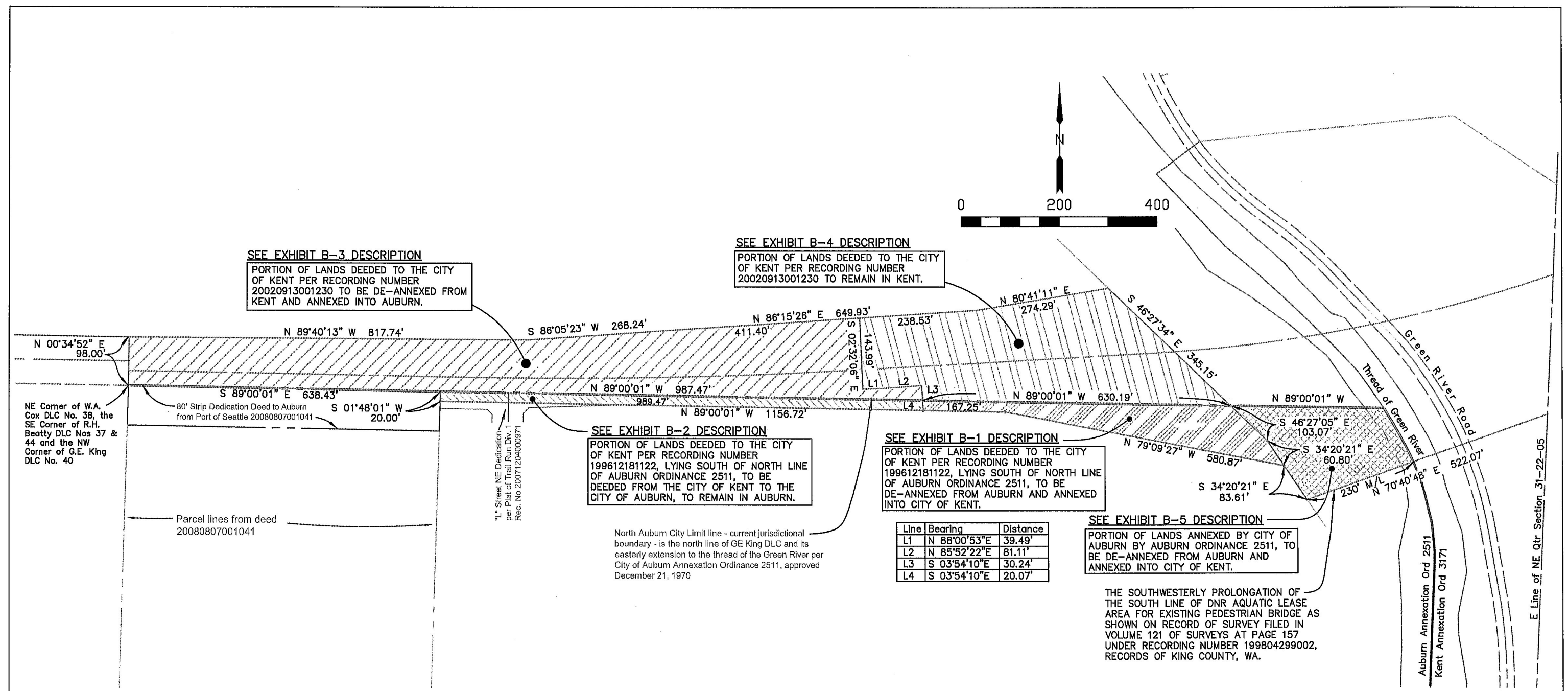
EXHIBIT A-1

AUBURN WAY NORTH AND S. 277TH STREET DESCRIPTION

(AREA CURRENTLY UNDER KENT JURISDICTION IN THE VICINITY OF 86TH AVENUE
SOUTH TO BE DE-ANNEXED FROM KENT AND ANNEXED TO THE CITY AUBURN)

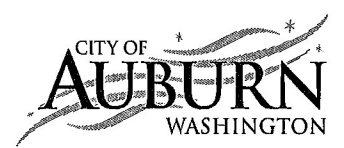
THOSE PORTIONS OF THE R.H. BEATTY DONATION LAND CLAIMS, NUMBERS 37
AND 44, WITHIN SECTION 36, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., AND
SECTION 31, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

EXHIBIT A LEGAL DESCRIPTION CONTAINED IN CORRECTION QUIT CLAIM DEED
RECORDED DECEMBER 31, 2012 UNDER RECORDING NUMBER 20121231000964,
RECORDS OF KING COUNTY, WASHINGTON.



NOTES:
1. Basis of bearings is Record of Survey filed in Volume 180 of Surveys at Pages 81 through 87, under recording number 20041214900004, records of King County, Washington.
2. This drawing was prepared by City of Auburn to accompany legal descriptions for annexation and de-annexation between the Cities of Auburn and Kent along the South 277th Street corridor.

O:\SURVEY\PROJECTS\C222A-277thStreet(EastofAWN)\Annexation\Proposed KC-Kent Annex Desc Feb 2013-14\KNT-AUB Annex B-W Exhibit Map rev 12-23-2014.dwg



CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT "B" MAP
AUBURN - KENT ANNEXATION EXHIBIT
SOUTH 277TH STREET CORRIDOR

PROJ: C222A0
December 23, 2014
SCALE: 1"=200'
DRAWN BY: RRB

EXHIBIT B-1
AUBURN WAY NORTH AND S. 277TH STREET ANNEXATION

(PORTION OF LANDS CURRENTLY UNDER AUBURN JURISDICTION, DEEDED TO KENT BY BRISTOL PROPERTY, LLC, IN 1996 AND TO BE DE-ANNEXED FROM AUBURN AND ANNEXED INTO KENT)

THAT PORTION THE LANDS DESCRIBED IN DEED RECORDED UNDER RECORDING NUMBER 199612181122, LOCATED IN SECTION 31, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M. IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE W. A. COX D.L.C. NUMBER 38, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THE R.H. BEATTY D.L.C. NUMBERS 37 AND 44 AND THE NORTHWEST CORNER OF THE G.E. KING D.L.C. NUMBER 40;
THENCE ALONG THE NORTH LINE OF SAID G.E. KING D.L.C. NUMBER 40 SOUTH 89°00'01" EAST A DISTANCE OF 638.43 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN DEED RECORDED UNDER RECORDING NUMBER 199612181122;
THENCE CONTINUING ALONG THE NORTH LINE OF SAID G.E. KING D.L.C. NUMBER 40 AND THE NORTH LINE OF SAID LANDS SOUTH 89°00'01" EAST A DISTANCE OF 987.47 FEET TO THE **POINT OF BEGINNING**;
THENCE LEAVING SAID NORTH LINE SOUTH 03°54'10" EAST A DISTANCE OF 20.07 FEET TO THE SOUTH LINE OF SAID LANDS DESCRIBED IN DEED RECORDED UNDER RECORDING NUMBER 199612181122, ALSO BEING THE NORTH LINE OF TRAIL RUN DIVISION 1 AS RECORDED IN VOLUME 244 OF PLATS AT PAGES 7 THROUGH 15, INCLUSIVE, UNDER RECORDING NUMBER 20071204000971, RECORDS OF KING COUNTY, WASHINGTON;
THENCE ALONG SAID SOUTH LINE AND THE NORTH LINE OF TRAIL RUN DIVISION 1 SOUTH 89°00'01" EAST A DISTANCE OF 167.25 FEET;
THENCE CONTINUING ALONG SAID SOUTH LINE AND THE NORTH LINE OF TRAIL RUN DIVISION 1 SOUTH 79°09'27" EAST A DISTANCE OF 580.87 FEET TO THE SOUTHEAST CORNER OF SAID LANDS;
THENCE ALONG THE EASTERLY LINE OF SAID LANDS NORTH 34°20'21" WEST A DISTANCE OF 60.80 FEET;
THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID LANDS NORTH 46°27'05" WEST A DISTANCE OF 103.07 FEET TO THE NORTHEAST CORNER OF SAID LANDS AND THE NORTH LINE OF SAID G.E. KING D.L.C. NUMBER 40;
THENCE ALONG LAST SAID NORTH LINE NORTH 89°00'01" WEST A DISTANCE OF 630.19 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS NAD83-91 AS DEFINED IN RECORD OF SURVEY FILED IN VOLUME 180 OF SURVEYS AT PAGES 81 THROUGH 87, INCLUSIVE AND RECORDED UNDER RECORDING NUMBER 20041214900004, RECORDS OF KING COUNTY, WASHINGTON, WITH THE BEARING OF THE NORTH LINE OF G.E. KING D.L.C. NUMBER 40 SHOWN AS NORTH 89°00'01" WEST.

EXHIBIT B-2

AUBURN WAY NORTH AND S. 277TH STREET ANNEXATION

(PORTION OF LANDS CURRENTLY UNDER AUBURN JURISDICTION, DEEDED TO KENT BY BRISTOL PROPERTY, LLC, IN 1996 AND TO BE DEEDED FROM CITY OF KENT TO THE CITY OF AUBURN)

THAT PORTION THE LANDS DESCRIBED IN DEED RECORDED UNDER RECORDING NUMBER 199612181122, LOCATED IN SECTION 31, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M. IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE W. A. COX D.L.C. NUMBER 38, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THE R.H. BEATTY D.L.C. NUMBERS 37 AND 44 AND THE NORTHWEST CORNER OF THE G.E. KING D.L.C. NUMBER 40;

THENCE ALONG THE NORTH LINE OF SAID G.E. KING D.L.C. NUMBER 40 SOUTH 89°00'01" EAST A DISTANCE OF 638.43 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN DEED RECORDED UNDER RECORDING NUMBER 199612181122 AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID G.E. KING D.L.C. NUMBER 40 AND THE NORTH LINE OF SAID LANDS SOUTH 89°00'01" EAST A DISTANCE OF 987.47 FEET;

THENCE LEAVING SAID NORTH LINE SOUTH 03°54'10" EAST A DISTANCE OF 20.07 FEET TO THE SOUTH LINE OF SAID LANDS DESCRIBED IN DEED RECORDED UNDER RECORDING NUMBER 199612181122;

THENCE ALONG SAID SOUTH LINE NORTH 89°00'01" WEST A DISTANCE OF 989.47 FEET TO THE SOUTHWEST CORNER OF SAID LANDS;

THENCE ALONG THE WEST LINE OF SAID LANDS NORTH 01°48'01" EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS NAD83-91 AS DEFINED IN RECORD OF SURVEY FILED IN VOLUME 180 OF SURVEYS AT PAGES 81 THROUGH 87, INCLUSIVE AND RECORDED UNDER RECORDING NUMBER 20041214900004, RECORDS OF KING COUNTY, WASHINGTON, WITH THE BEARING OF THE NORTH LINE OF G.E. KING D.L.C. NUMBER 40 SHOWN AS NORTH 89°00'01" WEST.

EXHIBIT B-4
AUBURN WAY NORTH AND S. 277TH STREET ANNEXATION
(AREA CURRENTLY UNDER KENT JURISDICTION TO REMAIN IN KENT)

THAT PORTION THE LANDS DESCRIBED IN DEED RECORDED UNDER RECORDING NUMBER 20020913001230, LOCATED IN SECTION 31, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M. IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE W. A. COX D.L.C. NUMBER 38, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THE R.H. BEATTY D.L.C. NUMBERS 37 AND 44 AND THE NORTHWEST CORNER OF THE G.E. KING D.L.C. NUMBER 40;
THENCE ALONG THE EAST LINE OF SAID BEATTY D.L.C. NORTH 00°34'52" EAST A DISTANCE OF 98.00 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN DEED RECORDED UNDER RECORDING NUMBER 20020913001230;
THENCE ALONG THE NORTHERLY LINE OF SAID LANDS SOUTH 89°40'13" EAST A DISTANCE OF 817.74 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 86°05'23" EAST A DISTANCE OF 268.24 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 86°15'26" EAST A DISTANCE OF 411.40 FEET TO THE **POINT OF BEGINNING**;
THENCE LEAVING SAID NORTHERLY LINE SOUTH 02°32'06" EAST A DISTANCE OF 143.99 FEET TO THE EXISTING TOP BACK OF CONCRETE CURB;
THENCE ALONG SAID EXSITING TOP BACK OF CONCRETE CURB NORTH 88°00'53" EAST A DISTANCE OF 39.49 FEET;
THENCE ALONG SAID EXSITING TOP BACK OF CONCRETE CURB NORTH 85°52'22" EAST A DISTANCE OF 81.11 FEET;
THENCE LEAVING SAID CURB SOUTH 03°54'10" EAST A DISTANCE OF 30.24 FEET TO THE SOUTH LINE OF SAID LANDS DESCRIBED IN DEED RECORDED UNDER RECORDING NUMBER 20020913001230 ALSO BEING THE NORTH LINE OF SAID G.E. KING D.L.C. NUMBER 40;
THENCE ALONG SAID SOUTH LINE SOUTH 89°00'01" EAST A DISTANCE OF 630.19 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, ALSO BEING ON THE SOUTHWESTERLY PROPERTY LINE OF THE LANDS CONVEYED TO KING COUNTY AND SHOWN IN SURVEY RECORDED UNDER KING COUNTY RECORDING NUMBER 8003079002;
THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 46° 27'34" WEST A DISTANCE OF 345.15 FEET TO THE NORTHEAST CORNER OF SAID LANDS;
THENCE ALONG THE NORTHERLY LINE OF SAID LANDS SOUTH 80°41'11" WEST A DISTANCE OF 274.29 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 86°15'26" WEST A DISTANCE OF 238.53 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS NAD83-91 AS DEFINED IN RECORD OF SURVEY FILED IN VOLUME 180 OF SURVEYS AT PAGES 81 THROUGH 87, INCLUSIVE AND RECORDED UNDER RECORDING NUMBER 20041214900004, RECORDS OF KING COUNTY, WASHINGTON, WITH THE BEARING OF THE NORTH LINE OF G.E. KING D.L.C. NUMBER 40 SHOWN AS NORTH 89°00'01" WEST.

O:\SURVEY\PROJECTS\C222A-277thStreet(EastofAWN)\Annexation\Proposed KC-Kent Annex Desc Feb 2013-14\EXHIBIT B-4.doc 08/06/2014

EXHIBIT B-3

AUBURN WAY NORTH AND S. 277TH STREET ANNEXATION (AREA CURRENTLY UNDER KENT JURISDICTION TO BE ANNEXED BY AUBURN)

THAT PORTION THE LANDS DESCRIBED IN DEED RECORDED UNDER RECORDING NUMBER 20020913001230, LOCATED IN SECTION 31, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M. IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE W. A. COX D.L.C. NUMBER 38, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THE R.H. BEATTY D.L.C. NUMBERS 37 AND 44 AND THE NORTHWEST CORNER OF THE G.E. KING D.L.C. NUMBER 40;
THENCE ALONG THE EAST LINE OF SAID BEATTY D.L.C. NORTH 00°34'52" EAST A DISTANCE OF 98.00 FEET TO THE NORTHWEST CORNER OF SAID LANDS;
THENCE ALONG THE NORTHERLY LINE OF SAID LANDS SOUTH 89°40'13" EAST A DISTANCE OF 817.74 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 86°05'23" EAST A DISTANCE OF 268.24 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 86°15'26" EAST A DISTANCE OF 411.40 FEET;
THENCE LEAVING SAID NORTHERLY LINE SOUTH 02°32'06" EAST A DISTANCE OF 143.99 FEET TO THE EXISTING TOP BACK OF CONCRETE CURB;
THENCE ALONG SAID EXSITING TOP BACK OF CONCRETE CURB NORTH 88°00'53" EAST A DISTANCE OF 39.49 FEET;
THENCE ALONG SAID EXSITING TOP BACK OF CONCRETE CURB NORTH 85°52'22" EAST A DISTANCE OF 81.11 FEET;
THENCE LEAVING SAID CURB SOUTH 03°54'10" EAST A DISTANCE OF 30.24 FEET TO THE SOUTH LINE OF SAID LANDS DESCRIBED IN DEED RECORDED UNDER RECORDING NUMBER 20020913001230, ALSO BEING THE NORTH LINE OF SAID G.E. KING D.L.C. NUMBER 40;
THENCE ALONG SAID SOUTH LINE NORTH 89°00'01" WEST A DISTANCE OF 1625.90 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS NAD83-91 AS DEFINED IN RECORD OF SURVEY FILED IN VOLUME 180 OF SURVEYS AT PAGES 81 THROUGH 87, INCLUSIVE AND RECORDED UNDER RECORDING NUMBER 20041214900004, RECORDS OF KING COUNTY, WASHINGTON, WITH THE BEARING OF THE NORTH LINE OF G.E. KING D.L.C. NUMBER 40 SHOWN AS NORTH 89°00'01" WEST.

EXHIBIT B-5
AUBURN WAY NORTH AND S. 277TH STREET ANNEXATION

(PORTION OF LANDS CURRENTLY UNDER AUBURN JURISDICTION, LYING EAST OF THE LANDS
DEEDED TO KENT BY BRISTOL PROPERTY, LLC, IN 1996, TO BE DE-ANNEXED FROM AUBURN AND
ANNEXED INTO CITY OF KENT)

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 22
NORTH, RANGE 5 EAST, W.M. IN KING COUNTY, WASHINGTON LOCATED
EASTERLY OF THE LANDS DESCRIBED IN DEED RECORDED UNDER
RECORDING NUMBER 199612181122, SAID PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE W. A. COX D.L.C. NUMBER
38, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THE R.H. BEATTY
D.L.C. NUMBERS 37 AND 44 AND THE NORTHWEST CORNER OF THE G.E. KING
D.L.C. NUMBER 40;

THENCE ALONG THE NORTH LINE OF SAID G.E. KING D.L.C. NUMBER 40 SOUTH
89°00'01" EAST A DISTANCE OF 638.43 FEET TO THE NORTHWEST CORNER OF
SAID LANDS DESCRIBED IN DEED RECORDED UNDER RECORDING NUMBER
199612181122;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID G.E. KING D.L.C.
NUMBER 40 AND THE NORTH LINE OF SAID LANDS SOUTH 89°00'01" EAST A
DISTANCE OF 1617.66 FEET TO THE NORTHEAST CORNER OF SAID LANDS AND
THE **POINT OF BEGINNING**;

THENCE ALONG THE EASTERLY LINE OF SAID LANDS SOUTH 46°27'05" EAST A
DISTANCE OF 103.07 FEET;

THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID LANDS SOUTH
34°20'21" EAST A DISTANCE OF 60.80 FEET TO THE SOUTHEAST CORNER OF
SAID LANDS;

THENCE SOUTH 34°20'21" EAST A DISTANCE OF 83.61 FEET TO THE
SOUTHWESTERLY PROLONGATION OF THE SOUTH LINE OF THE DNR AQUATIC
LEASE AREA FOR EXISTING PEDESTRIAN BRIDGE AS SHOWN ON RECORD OF
SURVEY FILED IN VOLUME 121 OF SURVEYS AT PAGE 157, UNDER RECORDING
NUMBER 199804299002, RECORDS OF KING COUNTY, WASHINGTON;

THENCE ALONG SAID SOUTHWESTERLY PROLONGATION NORTH 70°40'48"
EAST A DISTANCE OF 230 FEET, MORE OR LESS, TO THE EASTERLY LINE OF
CITY OF AUBURN ANNEXATION ORDINANCE 2511 APPROVED DECEMBER 21,
1970 AND THE THREAD OF THE GREEN RIVER;

THENCE NORTHERLY ALONG LAST SAID EASTERLY LINE AND THE THREAD OF
THE GREEN RIVER TO THE EASTERLY EXTENSION OF SAID NORTH LINE OF THE
G.E. KING D.L.C. NUMBER 40 AND THE NORTHEAST CORNER OF SAID
ANNEXATION ORDINANCE 2511;

THENCE ALONG SAID EASTERLY EXTENSION, ALONG SAID NORTH LINE OF THE
G.E. KING D.L.C. NUMBER 40 AND ALONG THE NORTH LINE OF SAID
ANNEXATION ORDINANCE 2511 TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS NAD83-91 AS DEFINED IN
RECORD OF SURVEY FILED IN VOLUME 180 OF SURVEYS AT PAGES 81
THROUGH 87, INCLUSIVE AND RECORDED UNDER RECORDING NUMBER
20041214900004, RECORDS OF KING COUNTY, WASHINGTON, WITH THE
BEARING OF THE NORTH LINE OF G.E. KING D.L.C. NUMBER 40 SHOWN AS
NORTH 89°00'01" WEST.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5116

Date:

January 7, 2015

Department:

Finance

Attachments:

[Res 5116](#)

Budget Impact:

\$0

Administrative Recommendation:

Approve Grant Receipt for \$22,692.23

Background Summary:

Seattle-King County Department of Public Health requests to enter into a contract with the City of Auburn for the Local Hazardous Waste Management Program. King County has extended \$22,692.23 for the City to promote the Neighborhood Natural Yard Care Program to one neighborhood and provide hazardous waste education to residents.

Neighborhood Natural Yard Care Program

Three workshop presentations will be given to an Auburn neighborhood. The presentations will focus on various yard care techniques that contribute to environmental health and safety. The Water and Storm Utilities also contribute resources to this program.

Residential Hazardous Waste Education

Household hazardous waste education to residents will include: a postcard, flyer, or newsletter mailed to residents and a consultant to provide outreach at City-sponsored events.

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

Coleman

Meeting Date: January 20, 2015

Item Number: RES.B

RESOLUTION NO. 5 1 1 6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR
TO EXECUTE A SERVICES CONTRACT WITH THE
SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC
HEALTH FOR REIMBURSEMENT OF FUNDS RELATED
TO 2015 LOCAL HAZARDOUS WASTE MANAGEMENT
PROGRAM ACTIVITIES

WHEREAS, the Seattle King-County Department of Public Health has agreed to reimburse the City of Auburn in the amount of \$22,692.23 for costs associated with the City's Local Hazardous Waste Management Program; and

WHEREAS, in order to accept the monies offered by the Seattle-King County Department of Public Health, it is necessary for the City to enter into a services contract which specifies the administrative procedures governing the reimbursement of funds spent in the City's Local Hazardous Waste Management Program.

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

Section 1. The Mayor and City Clerk of the City of Auburn are authorized to execute the King County Contract for Services, which contract shall be in substantial conformity with PHSKC Agreement # EHS3667, a copy of which is attached hereto and incorporated by reference.

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation, including providing for the expenditure and appropriation therefore in appropriate budget documents.

Resolution No. 5116
January 8, 2015
Page 1 of 2

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

Dated and Signed this _____ day of _____, 2015.

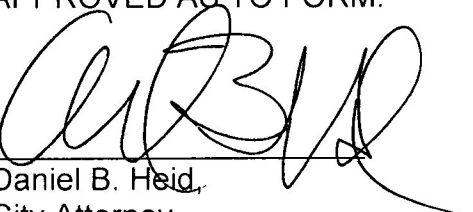
CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

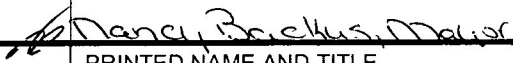
Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

Resolution No. 5116
January 8, 2015
Page 2 of 2

Public Health Seattle & King County 		COMMUNITY SERVICES AGREEMENT		PHSKC Agreement # EHS3667	
This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Public Health (PHSKC).					
RECIPIENT NAME CITY OF AUBURN			RECIPIENT FEDERAL TAX ID # 91-6001228		
RECIPIENT ADDRESS 25 W Main St. Auburn, WA 98001-4998			RECIPIENT CONTACT & EMAIL ADDRESS Joan Nelson jenelson@auburnwa.gov		
PHSKC DIVISION Environmental Health			PROJECT TITLE Local Hazardous Waste Management Program		
AGREEMENT START DATE 1/1/2015		AGREEMENT END DATE 12/31/2015		AGREEMENT MAXIMUM AMOUNT \$22,692.23	
FUNDING DETAILS					
<u>Funding Source</u> County – Local Hazardous Waste Management Funding		<u>PHSKC Contract #</u>		<u>Amount</u> \$22,692.23	<u>Effective Dates</u> 1/1/2015 – 12/31/2015
FUNDING SUMMARY					
FEDERAL: \$0		COUNTY: \$22,692.23		STATE: \$0	
				OTHER: \$0	
IS THE RECIPIENT A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? ☐ YES ☒ NO					
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: Exhibit A – Scope of Work; Exhibit B – Budget; Exhibit C – Invoice; Exhibit D – Certificate of Insurance					
In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Recipient shall provide services and comply with the requirements set forth in this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. Furthermore, in addition to agreeing to the terms and conditions provided herein, by signing this Agreement, the Recipient certifies that it has read and understands the Agreement requirements on the PHSKC website (http://www.kingcounty.gov/health/Agreements), and agrees to comply with all of the Agreement terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable					
RECIPIENT SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	
		Nancy Brachman, Mayor			
PHSKC SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	
		Ngozi Oleru, Environmental Health Division Director			

Approved as to Form: OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY
 (This form is available in alternate formats for people with disabilities upon request.)

KING COUNTY TERMS AND CONDITIONS

1. Agreement Term and Termination

- A. This Agreement shall commence on the Agreement Start Date and shall terminate on the Agreement End Date as specified on page 1 of this Agreement, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.
- B. This Agreement may be terminated by the County or the Recipient without cause, in whole or in part, prior to the Agreement End Date, by providing the other party thirty (30) days advance written notice of the termination. The Agreement may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Recipient thirty (30) days advance written notice of the suspension.
- C. The County may terminate or suspend this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Recipient materially breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Agreement is terminated by the County pursuant to this Subsection 1.C. (1), the Recipient shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Recipient by the County.

- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon written notification to the Recipient, terminate or suspend this Agreement in whole or in part.

If the Agreement is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement ; and (3) in the case of suspension the Recipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services..

Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

2. Compensation and Method of Payment

- A. The County shall reimburse the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit.
- B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 60 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.

- C. The Recipient shall submit its final invoice and all outstanding reports within 90 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any subsequent invoice.
- D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- E. Should, in the sole discretion of the County, the Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source or the recapturing or reprogramming of under expenditures.
- F. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
 - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
 - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
 - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.
 - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. Internal Control and Accounting System

The Recipient shall establish and maintain a system of accounting and internal controls which complies with applicable generally accepted government accounting standards (GAGAS).

4. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature to this Agreement, certifies that the Recipient is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter

into a sub-agreement with a Recipient that is debarred, suspended, or proposed for debarment. The Recipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

- A. The Recipient shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following:
 - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and
 - 2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient's office to review the foregoing records. The Recipient shall provide every assistance requested by the County during such visits. In all other respects, the Recipient shall make the foregoing records available to the County for inspection and copying upon request. If this Agreement involves federal funds, the Recipient shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement documents.

- C. Except as provided in Section 6 of this Agreement, the records listed in A and B above shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.
- D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.
- E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>

7. Audits

- A. If the Recipient is a municipal entity or other government institution or jurisdiction, it shall notify the County in writing within 30 days of when its annual report of examination/audit, conducted by the Washington State Auditor, has been completed.
- B. Additional audit or review requirements which may be imposed on the County will be passed on to the Recipient and the Recipient will be required to comply with any such requirements.

8. Corrective Action

If the County determines that a breach of Agreement has occurred, that is, the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Recipient in writing of the nature of the breach;
The Recipient shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Agreement into compliance, which date shall not be more than ten (10) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Agreement in whole or in part pursuant to Section 1.C.;
- D. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

9. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

10. Hold Harmless and Indemnification

- A. In providing services under this Agreement, the Recipient is an independent contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. The Recipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Recipient, its employees, subcontractors and/or others by reason of this Agreement. The Recipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Recipient's failure to pay any such

compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work, services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

- B. The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.
- C. The Recipient shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents in its performance or non-performance of its obligations under this Agreement. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.
- D. The County shall defend, indemnify, and hold harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Agreement. In the event the Recipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

11. Insurance Requirements

By the date of execution of this Agreement, the Recipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages and requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and provide required insurance documentation prior to the signing of this Agreement.

12. Assignment/Sub-agreements

- A. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County.

Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.

- B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.
- C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 25, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement that relates to the subject matter of this Agreement.
- D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

"Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

13. Nondiscrimination and Equal Employment Opportunity

The Recipient shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

During performance of the Agreement, the Recipient agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Recipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at

<http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and certify compliance.

14. Conflict of Interest

- A. The Recipient agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this Agreement pursuant to Section II and subject the Recipient to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Recipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current Agreements with the county will be cancelled and it shall not be able to bid on any county Agreement for a period of two years.
- C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this

Agreement. After Agreement award, the Recipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

15. Equipment Purchase, Maintenance, and Ownership

- A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as an Agreement budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the equipment.
- B. The Recipient shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.

16. Proprietary Rights

The parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient which are modified for use in the performance of this Agreement.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient that are not modified for use in the performance of this Agreement.

17. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

18. King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Recipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

19. Future Support

The County makes no commitment to support the services awarded for herein and assumes no obligation for future support of the activity awarded herein except as expressly set forth in this Agreement.

20. Entire Agreement/Waiver of Default

The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

21. Amendments

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. Changes to the County's Agreement numbering system or fund source may be made unilaterally by the County and without the need for amendment of this Agreement. The Recipient shall be notified in writing of any changes in the Agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Agreement does not change.

22. Notices

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Recipient and the project representative of the County department specified on page one of this Agreement. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

23. Services Provided in Accordance with Law and Rule and Regulation

The Recipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Agreement, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

24. Applicable Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

25. Electronic Processing and Signatures

The parties agree that this Agreement may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at <https://www.docusign.com/company/terms-of-use>.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

The parties executing this Agreement electronically have authority to sign and bind its represented party to this Agreement.

26. No Third Party Beneficiaries

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

END OF COUNTY TERMS AND CONDITIONS

EXHIBIT A SCOPE OF WORK

**CITY OF AUBURN
1/1/2015-12/31/2015**

Background

The Local Hazardous Waste Management Plan (hereafter referred to as the “Plan”) as updated in 1997 and 2010, was adopted by the partner agencies (King County Solid Waste Division, Seattle Public Utilities, King County Water and Land Resources Division and the Seattle-King County Department of Public Health) and the cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the “Program”).

The purpose of this Exhibit is to define the relationship associated with the Program’s funding of City activities performed under the auspices of the Plan and as approved by the Program’s Management Coordination Committee (hereinafter referred to as the “MCC”). This Agreement further defines the responsibilities of the City and the Seattle-King County Department of Public Health with respect to the transfer of Program monies.

Scope of Work

The City of Auburn will assist in the promotion of natural yard care to one Auburn neighborhood through the King County Natural Yard Care Neighborhoods program.

The City will create and mail a newsletter, flyer or postcard about household hazardous waste to Auburn residents, and also hire a consultant to provide outreach, education and presentations at public events.

Responsibilities of the Parties

The City

1. The City shall develop and submit project proposals and budget requests to the Program’s Contract Administrator. Funds provided to the City by the Local Hazardous Waste Management Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. For reimbursement the City shall submit the following to the Contract Administrator:
 - a) An invoice (see Exhibit C). Invoices should be sent to the Contract Administrator for approval and payment.
 - b) A brief description of activity accomplished and funds expended in accordance with the scope of work.

- c) Copies of invoices for expenditures or a financial statement prepared by the City's finance department. The financial statements should include vendor names, a description of services provided, date paid and a check or warrant number.
3. The City shall notify the Contract Administrator no later than December 15th regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.
4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.
5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.
6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. The intent of this provision is to further strengthen this regional partnership in the public's mind.
7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
8. This project shall be administered by Joan Nelson at the City of Auburn, 25 W Main Street, Auburn, at (253) 931-5103, (jenelson@auburnwa.gov) or her designee.
9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Director for resolution.

Seattle-King County Department of Public Health

1. The Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.
2. Within ten (10) working days of receiving a request for reimbursement from the City, the Contract Administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The Contract Administrator will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended. The Contract Administrator retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper

documentation of expenditures for which reimbursement is being requested) or are not consistent with the submitted scope of work.

Program Contacts

Lynda Ransley
LHWMP Program Director
150 Nickerson Street, Suite 204
Seattle, WA 98109
206-352-8163
lynda.ransley@kingcounty.gov

Paul Shallow
LHWMP Contract Administrator
401 Fifth Avenue, Suite 1100
Seattle, WA 98104
206-263-8487
paul.shallow@kingcounty.gov

EXHIBIT B

2015 BUDGET

LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

City of Auburn
25 W Main Street,
Auburn, WA 98001-4998

Component Description	Budget
Household Hazardous Waste Education	\$22,692.23
Household Hazardous Waste Collection	
TOTAL	\$22,692.23

INVOICE

Contract Number: EHS3667

Exhibit: C

Remit to: City of Auburn

25 W Main Street,

Auburn WA 98001-4998

Joan Nelson

253-931-5103

jenelson@auburnwa.gov

Submit signed invoice to:

Paul Shallow

Public Health - Seattle & King County

Local Hazardous Waste Management Program

401 Fifth Ave., Suite 1100

Seattle, WA 98104

206-263-8487

paul.shallow@kingcounty.gov

Invoice for services rendered under this contract for the period of: _____

Expenditure Item	Budget	Current Expenditure	Previous Expenditure	Balance
HHW Education	22,692.23			\$22,692.23
HHW Collection				
TOTAL	22,692.23			\$22,692.23

I, the undersigned, do hereby certify under penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signed



Date

Contract Administrator Approval

Date

Print Name

Nancy Backus, Mayor

King County Accounts Payable Information

Purchase Order #

Supplier Name City of Auburn

Supplier # 1033

Supplier Pay Site City of Auburn

Invoice Date

Invoice #

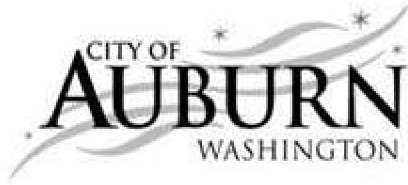
Amount to be Paid

Note to AP

Print on Remittance

Paul Shallow 206-263-

LHW Program name & phone 8487



AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5117

Date:
January 7, 2015

Department:
Finance

Attachments:
[Res 5117](#)

Budget Impact:
\$0

Administrative Recommendation:

Approve Grant Receipt for \$75,720.00

Background Summary:

King County requests to enter into an interlocal agreement with the City of Auburn for the 2015-2016 Waste Reduction and Recycling (WRR) Grant Program. King County has appropriated \$75,720.00 for the City to promote waste reduction and recycling to residents and schools.

The grant funding will be used to support the following: Community Yard Sale, Bulky Item Collection, classroom presentations, outreach at City-sponsored events, and public place recycling.

This WRR Grant provides a 25% match to Department of Ecology's Coordinated Prevention Grant.

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: January 20, 2015

Item Number: RES.C

RESOLUTION NO. 5 1 1 7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF AUBURN AND KING COUNTY TO IMPLEMENT THE 2015-2016 WASTE REDUCTION AND RECYCLING GRANT PROGRAM AND ACCEPT PROGRAM GRANT FUNDS IN THE AMOUNT OF SEVENTY-FIVE THOUSAND, SEVEN HUNDRED AND TWENTY DOLLARS (\$75,720.00)

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 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, HEREWITH RESOLVES as follows:

Section 1. The Mayor of the City of Auburn is authorized to execute an Interagency Agreement with King County for the 2015-2016 Waste Reduction and Recycling Grant Program, including a grant in the amount of Seventy Five Thousand Seven Hundred Twenty Dollars (\$75,720.00), to reimburse the City for implementing said Program, which Agreement shall be in substantial conformity with the Interagency Grant Agreement designated Contract # 5728380, a copy of which is attached hereto and incorporated herein by reference.

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

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

Dated and Signed this _____ day of _____, 2015.

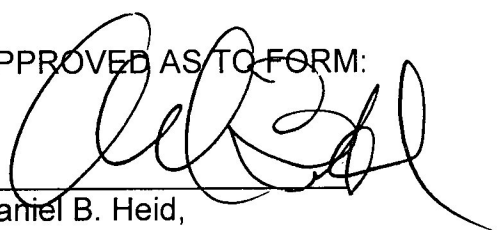
CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

INTERAGENCY AGREEMENT FOR 2015 and 2016

Between

KING COUNTY and the CITY OF AUBURN

This two-year Interagency Agreement "Agreement" is executed between King County, a Charter County and political subdivision of the State of Washington, and the City of Auburn, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and City will be referred to as "Party" or "Parties."

PREAMBLE

King County and the City of Auburn adopted the 2001 King County Comprehensive Solid Waste Management Plan, which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the King County Comprehensive Solid Waste Management Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and services. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this Agreement as Exhibit B. Grant funding for this program is subject to the budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the King County Comprehensive Solid Waste Management Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be shared with the County and other King County cities.

I. PURPOSE

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City of Auburn by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the Parties to this Agreement shall be as follows:

A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2015 and 2016 shall not exceed \$75,720.
2. This Agreement provides for distribution of 2015 and 2016 grant funds to the City. However, grant funds are not available until January 1, 2015.
3. During this two-year grant program, the City will submit a minimum of two, but no more than eight, progress reports to the County in a form approved by the County. Reports must be signed by a City official. These reports will include:
 - a. a description of each activity accomplished pertaining to the scope of work; and
 - b. reimbursement requests with either copies of invoices for each expenditure for which reimbursement is requested or a financial statement, prepared by the City's finance department, that includes vendor name, description of service, date of service, date paid and check number.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County on the last day of the month following the end of each quarter - April 30, July 30, October 31, January 31 - except for the final progress report and request for reimbursement which shall be due by March 31, 2017.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County by January 31, 2016 and March 31, 2017.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5th working day of January 2016 and January 2017, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. The City shall submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within six months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2017.

5. If the City accepts funding through this grant program for the provision of Waste Reduction and Recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.
6. The City shall be responsible for following all applicable Federal, State and local laws, ordinances, rules and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process.
7. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.
8. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
9. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.
10. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials as so authorized by law.
11. The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2019.

12. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
13. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the piece.
14. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.
15. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the carrier routes provided by King County. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
16. The City understands that funding for recycling collection events for adjacent areas of unincorporated King County will be allocated on a yearly basis subject to the King County Council's yearly budget approval process.
17. This project shall be administered by Joan Nelson, Solid Waste & Recycling Supervisor, City of Auburn, or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by city and is subject to the King County Council's budget approval process. Provided that the funds are allocated through the King County Council's budget approval process, grant funding to the City will include a base allocation of \$5,000 per year with the balance of funds to be allocated according to the City's percentage of King County's residential and employment population. However, if this population based allocation formula calculation would result in a city receiving less than \$10,000 per year, that city shall receive an additional allocation that would raise their total grant funding to \$10,000 per year.

2. The City of Auburn's budgeted grant funds for 2015-2016 are \$75,720.
3. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.
4. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Auburn" and/or "text provided courtesy of the City of Auburn."
5. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.
6. The waste reduction and recycling grant program shall be administered by Morgan John, Project Manager, King County Solid Waste Division, or designee.

III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2015 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2015 and shall terminate on June 30, 2017. The City shall not incur any new charges after December 31, 2016. However, if execution by either Party does not occur until after January 1, 2015, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2015 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II.A of the Agreement.

IV. TERMINATION

- A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.
- B. This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.
- C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

V. AMENDMENTS

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Funds may be moved between tasks in the scope of work, attached as Exhibit A, only upon written request by the City and written approval by King County. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope.

VI. HOLD HARMLESS AND INDEMNIFICATION

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

VII. INSURANCE

- A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a \$2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit C, unless Section VII.B. applies.
- B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.
- C. If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership is attached to this Agreement as Exhibit C.

VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

IX. TIME IS OF THE ESSENCE

The County and City recognize that time is of the essence in the performance of this Agreement.

X. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

XI. NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Morgan John, Project Manager, or a provided designee
King County Solid Waste Division
Department of Natural Resources and Parks
201 South Jackson Street, Suite 701
Seattle, WA 98104-3855

If to the City:

Joan Nelson, Solid Waste & Recycling Coordinator, or a provided designee
City of Auburn
25 West Main Street
Auburn, WA 98001

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

City

(Title)

Mayer

Date

King County

BY _____

Pat D. McLaughlin, Director
Solid Waste Division

For Dow Constantine, King County Executive

Date

**CITY OF AUBURN
SCOPE OF WORK
2015-2016 SOLID WASTE DIVISION
WASTE REDUCTION & RECYCLING GRANT**

A. BASIC INFORMATION

1. **Applicant:** City of Auburn
2. **Project Title:** City of Auburn Waste Reduction & Recycling Program
3. **Grant Manager:** Joan Nelson, Solid Waste & Recycling Supervisor
City of Auburn
25 West Main Street
Auburn, WA 98001
Phone: (253) 931-5103
Fax: (253) 876-1900
Email: jenelson@auburnwa.gov
4. **Project Manager:** Kathleen Edman, Solid Waste Customer Care Specialist
City of Auburn
25 West Main Street
Auburn, WA 98001
Phone: (253) 931-3047
Fax: (253) 876-1900
Email: kedman@auburnwa.gov
5. **Billing Coordinator:** Consuelo Rogel, Financial Analyst
City of Auburn
25 West Main Street
Auburn, WA 98001
Phone: (253) 804-5023
Email: crogel@auburnwa.gov
6. **Requested dollar amount:**

2015-2016 Grant Award	\$115,720.00
4 - King County Special Recycling Events - \$	40,000.00
2015-2016 Total	\$ 75,720.00

B. PROPOSED SCOPE OF WORK**Projects:**

- | | |
|---------|---|
| Task #1 | Residential Recycling |
| Task #2 | School Environmental Education |
| Task #3 | Public Place & City Going Green Recycling |

Project Managers: Auburn's Solid Waste Customer Care Specialist will implement and manage the projects. The Solid Waste & Recycling Supervisor will manage the administration tasks of the Grant (budget, reporting, and reimbursements). Both positions are fully funded by the City of Auburn Solid Waste Division.

Schedule: January 1, 2015 - December 31, 2016

Goals: To increase the awareness of and participation in Auburn's waste reduction and recycling programs, and to increase waste diversion in the Residential and School waste streams.

Background:

Residential Community

The City of Auburn provides recycling, waste prevention, and food scrap recycling outreach and education to residents through media avenues such as: newsletters, postcards, advertising, website announcements, social media, phone messages, flyers, and recycling events. The City also provides an “at home” city-wide yard sale opportunity for single-family and mobile home park residents to promote reuse. The City recognizes the importance of educating its diverse community about different methods of waste reduction and recycling and publishes newsletters and articles, gives classroom waste reduction and recycling presentations, staffs educational tables at community events, and provides resources to residents who ask for assistance.

Auburn School District (ASD)

City of Auburn Solid Waste Division continues to work closely with ASD’s Resource Conservation Manager to promote waste reduction and recycling in the Auburn schools. The ASD is committed to sustainability and strives to continue reducing its waste stream. City of Auburn provides presentations to elementary and middle school students and participates in various ASD sustainability programs. Many Auburn schools participate in the King County Green Schools and Washington Green Schools Programs.

Task #1: Residential Recycling

A. Program/ Project Description

- Residential Recycling Outreach & Assistance - The City of Auburn will use different forms of media, presentations, and promotional items to promote waste reduction and recycling programs. The City will produce and mail a postcard to all single-family residents promoting information on waste prevention, reuse, and recycling. In 2015, the City’s consultant will continue providing outreach to residents through the recycle cart check project and through community events. The City will also continue to coordinate Christmas Tree Recycling and Holiday Styrofoam Collection events each year.
- Residential Community Yard Sale – The City will promote waste reduction and reuse by sponsoring a three-day city-wide yard sale for all single-family residents.

B. Deliverables

- Residential Recycling Outreach & Assistance - The City will produce or have professionally produced media pieces, displays, and promotional items, which may include, but are not limited to: posters, postcards, flyers, stickers, environmental tool kits, and decals. These materials will be used to promote waste reduction and recycling.
- Residential Community Yard Sale – The “Yard Sale Kits” available to participants and advertisements will be the deliverables.

C. Expected Outcomes/ Impacts

- Residential Recycling Outreach & Assistance – Postcards, flyers, advertisements, and social media announcements will promote upcoming City and County events and inform residents about resources available for waste reduction and recycling specific to their home. The City will increase awareness of and participation in the City’s Waste Reduction and Recycling Program.
- Residential Community Yard Sale – The city-wide yard sale will encourage residents to reduce waste and reuse.

D. Evaluation

- Residential Recycling Outreach & Assistance - The City will record the number of postcards, flyers, and articles created and distributed to City of Auburn residents (Single Family/Duplex and Mobile Home Park). The City will record the number of displays and promotional items created, displayed or distributed. The City will also track the number of calls, emails, or faxes we receive regarding these items. Recycle cart check results before and after outreach is conducted will determine whether program efforts are successful.
- Residential Community Yard Sale – The City will record the number of participants and the number of “Yard Sale Kits” distributed. An online survey will also be conducted, determining the number of items sold or given away.

Task #2: School Environmental Education

A. Program/ Project Description

- School Programs & Presentations - City staff and a consultant will continue to provide Waste Reduction & Recycling and Worm Composting presentations to elementary school classrooms and other schools upon request. A consultant will work with the Auburn School District Resource Conservation Manager (RCM) on waste reduction and recycling programs for the schools.

B. Deliverables

- School Programs & Presentations – The number of classroom presentations will be a deliverable. The amount of materials recycled at the Auburn Schools will also be a deliverable. Pre- and post-classroom presentation surveys will be completed.

C. Expected Outcomes/ Impacts

- School Programs & Presentations – City staff and the consultant will promote valuable lessons about waste reduction and recycling to students and teachers. These lessons will then be shared with parents and may influence purchasing and disposal decisions.

D. Evaluation

- School Programs & Presentations - The City will record the number of classroom presentations given to Auburn students. The pre-and post-classroom presentation surveys will determine the effectiveness of the information presented. The amount of materials recycled at each school will be tracked by the RCM.

Task #3: Public Place & City Going Green Recycling

A. Program Description

- Containers & Supplies -Recycling containers are located at City Parks, the public downtown area, and City facilities to promote recycling. The quantity of containers per location varies according to activities and seasonal citizen attendance.

B. Deliverables

- Containers & Supplies – Containers, hardware, and locks will be the deliverables.

C. Expected Outcomes / Impacts

- Containers & Supplies - By continuing to locate recycling containers in public areas, the City will increase awareness of and participation in the City's Waste Reduction and Recycling Program.

D. Evaluation

- Containers & Supplies - The City will record the number of containers and supplies at each location. The City will track the amount of garbage and recycling collected, and will measure waste diversion.

C. PROPOSED BUDGET

	2015	2016
<u>Task #1 Residential Recycling</u>		
Residential Recycling Outreach & Assistance	\$33,741.16	\$ 9,928.66
Residential Community Yard Sale	\$ 2,617.25	\$ 4,030.30
Total Task #1	\$36,358.41	\$13,958.96
<u>Task #2 School Environmental Education</u>		
Schools Program Outreach & Assistance	\$ 3,905.00	\$15,407.34
Total Task #2	\$ 3,905.00	\$15,407.34
<u>Task #3 Public Place & City Going Green Recycling</u>		
Recycling Containers & Supplies	\$ 5,000.00	\$ 1,090.29
Total Task #3	\$ 5,000.00	\$ 1,090.29
TOTAL 2015-2016 GRANT FUNDING	\$45,263.41	\$30,456.59

2015-2016 Grant Guidelines

Program Eligibility:

Grant funds may be used for a variety of Waste Reduction & Recycling-related programs including residential and commercial waste reduction and recycling education programs, business assistance programs, and special recycling events. Cities may also use their funds on broader resource conservation programs, as long as they are part of an overall waste reduction/recycling program. Cities may choose to use their funding on one program or a combination of programs. For WR/R program ideas, please refer to the lists below.

Please note these lists are not exhaustive, but merely intended to provide some guidance on what is/isn't eligible. Cities may also refer to the currently adopted Comprehensive Solid Waste Management Plan for direction in program development. If you are unsure if your proposed program is eligible for funding, please call Morgan John (206-477-4624).

Eligible for funding:

- School WR/R education/implementation programs
- Kitchen food waste composting programs
- Reusable bag promotions
- Yard waste subscription promotions
- Outreach at community events
- Promoting new and existing WR/R programs through media, mail, and social networking
- Business recognition programs
- Recycling Collection Events, including collection of tires and mattresses
- Household battery collection and recycling (no lead-acid batteries)
- Business and residential WR/R education and communications
- Product stewardship initiatives - could be education programs or working with other agencies/organizations/businesses to implement programs
- City recycling programs and facilities
- Videos promoting WR/R programs

The following are eligible for funding on a case-by-case basis, as long as part of an overall WR/R Program. However, the County would not provide reimbursement if, for example, all of a city's grant dollars were used to sell/give away rain barrels or distribute compact fluorescent light bulbs.

- Water Conservation - i.e. Rain Barrels
- Energy Conservation
- Water Quality: integrated pest management; catch basin filters
- Demonstration gardens; interpretive signage; recycled-content park furnishings

The following are not eligible for funding:

- Collection of garbage, except for residual garbage related to the collection of recyclables.
- Collection of any household hazardous waste items including, but not limited to:
 - > Treated wood
 - > Paint
 - > Lead acid batteries
 - > Oil, gasoline, and antifreeze
 - > Fluorescent lights
- Household Hazardous Waste Education Programs

Cities should pursue funding through LHWMP or CPG for Household Hazardous Waste collection or education programs.

Grant Administration:

Requests for Reimbursement:

Cities may choose to submit one request for reimbursement per year during the funding cycle, due no later than March 15, 2016 and March 15, 2017. However, cities may submit requests for reimbursement as frequently as quarterly. The Budget Summary Report Form (Attachment 4) must be used when submitting requests for reimbursement.

By the 5th working day of January 2016 and January 2017, cities must notify SWD of their total expenditures for work that has been completed to-date, but for which requests for reimbursement have not yet been submitted.

Progress and Final Reports:

Progress reports describing program activities, accomplishments and evaluation results need to accompany each request for reimbursement. A final report describing the outcome of grant-funded activities is due with the final request for reimbursement. If, however, the city does not have the results of its program evaluation by the end of the grant cycle, the final narrative report may be submitted no later than six months after the end of the grant cycle on June 30, 2017. (Note: The final request for reimbursement would still need to be submitted by March 15, 2017.) All Progress and Final Reports need to be signed by a city official. Signed reports may be scanned and emailed.

Amendments:

Formal amendments to grant ILAs are not necessary unless the city wishes to make significant changes to its scope of work and/or budget. In general, a significant change would be one in which the city wishes to add or delete a task from their scope of work. A minor change, such as moving dollars between tasks, would only require written notification, which may be submitted via e-mail. However, the city should contact the Division when considering changes to their scopes and budgets to determine if a formal amendment is needed.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5120

Date:

January 8, 2015

Department:

CD & PW

Attachments:

[Res 5120](#)

[Exhibits](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5120.

Background Summary:

The purpose of this Resolution is for the City Council to set a time and date for a public hearing regarding proposed modifications to the 2015-2020 Transportation Improvement Program (TIP). The proposed modifications are for two projects for which the City was awarded grant funding on 12/31/14. The projects are required to be adopted into the City's TIP in order to obligate the grant funds and proceed with the projects.

TIP#67 is a project number being vacated by a previous Federally funded safety grant project that has been completed. The modification will reuse this TIP number for the newly awarded Federal Safety grant project. Total grant award for this project is \$412,575.00. City matching funds are programmed from existing authorized Traffic Signal Improvements budget.

TIP#68 is an existing programmed project being modified to reflect the actual federal grant award amount. Total grant award for this project is \$792,260.00.

Both project names and descriptions were revised to be consistent with the grant agency requirements.

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

Snyder

Meeting Date:

January 20, 2015

Item Number: RES.D

RESOLUTION NO. 5 1 2 0

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, SETTING A HEARING DATE TO CONSIDER AMENDING THE 2015-2020 TRANSPORTATION IMPROVEMENT PROGRAM OF THE CITY OF AUBURN PURSUANT TO R.C.W. CHAPTER 35.77

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

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

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

Section 1. PURPOSE. The purpose of this Resolution is for the City Council to set a time and date for a public hearing to amend the 2015-2020 Transportation Improvement Program, to add one new project and modify one existing project for which the City is pursuing grant funding.

Section 2. NOTICE OF HEARING. The Council hereby directs that a notice specifying the date, time and place of the public hearing be published one time in a newspaper of general circulation and the notice shall also be posted in three public places. Such public notice shall precede the public hearing by at least 10 days.

Section 3. SETTING OF HEARING. Pursuant to the requirements of State law, a public hearing on said 2015-2020 Transportation Improvement Program is hereby set to be held on the 2nd of February, 2015, at 7:00 p.m., or as soon thereafter as

reasonably possible, in the Council Chambers of the Auburn City Hall at 25 West Main Street in Auburn, Washington, before the City Council. All persons interested in said 2015-2020 Transportation Improvement Program may attend and testify at said hearing.

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

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

DATED and SIGNED this _____ day of January, 2015.

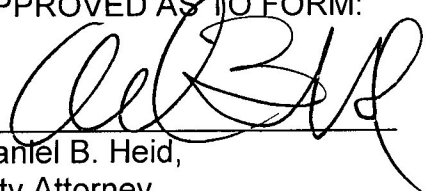
CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

Six Year Transportation Improvement Plan

TIP# 67

ARTERIAL STREET FUND (102), CAPITAL IMPROVEMENT FUND (328)

Project Title: **Citywide Traffic Signal Safety Improvements**
 Project No: **cp1222**
 Project Type: **Non-Capacity (Safety)**
 Project Manager: **Matt Larson**

STIP# AUB-45

LOS Corridor ID# N/A

Description:

This project will convert nine signals to Flashing Yellow Arrow operation, improve traffic signal phasing and timing, and improve visibility of traffic signal heads.

Progress Summary:

Federal Grant funding was awarded June 2012. Project was designed in 2013 and constructed in 2014.

Future Impact on Operating Budget:

There is no impact to the street maintenance budget.

Activity:	Prior to 2014	2014 YE Estimate	Budget			Forecast Project Cost				Total Project Cost
			2015	2016	2017	2018	2019	2020	Beyond 2020	
Funding Sources:										
Unrestricted Street Revenue	6,916	55,000	5,000	-	-	-	-	-	-	66,916
Secure Federal Grant	31,624	368,376	-	-	-	-	-	-	-	400,000
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
REET2 (328)	4,316	20,684	-	-	-	-	-	-	-	25,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	42,856	444,060	5,000	-	-	-	-	-	-	491,916
Capital Expenditures:										
Design	41,075	-	-	-	-	-	-	-	-	41,075
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	1,781	444,060	5,000	-	-	-	-	-	-	450,841
Total Expenditures:	42,856	444,060	5,000	-	-	-	-	-	-	491,916

Six Year Transportation Improvement Plan

TIP# 68

ARTERIAL STREET FUND (102), ARTERIAL PRESERVATION FUND (105)

Project Title: 37th Street SE and A Street SE Traffic Signal Safety Improvement
 Project No: cpxxxx
 Project Type: Non-Capacity, Safety
 Project Manager: TBD

STIP# AUB-N/A

LOS Corridor ID# 10

Description:

This project includes the design, right-of-way acquisition, and construction of a new traffic signal at the 37th Street SE intersection with A Street SE. This project will be designed to accommodate and support future access management safety improvements along the A St SE Corridor.

Progress Summary:

Grant Application will be submitted in July 2014.

Future Impact on Operating Budget:

The annual maintenance cost for this project is estimated to be \$2,500.

Activity:	Funding Sources:	Prior to 2014	2014 YE Estimate	Budget		Forecast Project Cost					Total Project Cost
				2015	2016	2017	2018	2019	2020	Beyond 2020	
	Unrestricted Street Revenue	-	-	55,000	45,000	-	-	-	-	-	100,000
	Unsecured Grant	-	-	121,400	440,000	-	-	-	-	-	561,400
	Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
	Arterial Preserv Funds (105)	-	-	-	152,500	-	-	-	-	-	152,500
	Total Funding Sources:	-	-	176,400	637,500	-	-	-	-	-	813,900
	Capital Expenditures:										
	Design	-	-	110,000	-	-	-	-	-	-	110,000
	Right of Way	-	-	66,400	-	-	-	-	-	-	66,400
	Construction	-	-	-	637,500	-	-	-	-	-	637,500
	Total Expenditures:	-	-	176,400	637,500	-	-	-	-	-	813,900

Six Year Transportation Improvement Plan

TIP# 67

ARTERIAL STREET FUND (102)

Project Title: **Traffic Signal Safety Improvements**
 Project No: **CP1501**
 Project Type: **Non-Capacity (Safety)**
 Project Manager: **Ryan Vondrak**

STIP# AUB-XX

LOS Corridor ID# N/A

Description:

Improve traffic signal phasing and timing, and improve visibility of traffic signal heads.

Progress Summary:

Federal Grant was awarded in 2014.

Future Impact on Operating Budget:

There is no impact to the street maintenance budget.

Activity:	Prior to 2014	2014 YE Estimate	Budget			Forecast Project Cost				Total Project Cost
			2015	2016	2017	2018	2019	2020	Beyond 2020	
Funding Sources:										
Unrestricted Street Revenue	-	-	5,000	-	-	-	-	-	-	5,000
Secured Federal Grant	-	-	-	412,575	-	-	-	-	-	412,575
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
REET2 (328)	-	-	27,600	-	-	-	-	-	-	27,600
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	-	-	32,600	412,575	-	-	-	-	-	445,175
Capital Expenditures:										
Design	-	-	32,600	-	-	-	-	-	-	32,600
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	412,575	-	-	-	-	-	412,575
Total Expenditures:	-	-	32,600	412,575	-	-	-	-	-	445,175

Six Year Transportation Improvement Plan

TIP# 68

ARTERIAL STREET FUND (102), ARTERIAL PRESERVATION FUND (105)

Project Title: A Street SE and 37th St SE
 Project No: CP1502
 Project Type: Non-Capacity, Safety
 Project Manager: Ryan Vondrak

STIP# AUB-XX

LOS Corridor ID# 10

Description:

Widen the intersection for a u-turn, install an interconnected traffic signal, overlay the intersection, and upgrade curb ramps.

Progress Summary:

Federal Grant was awarded in 2014.

Future Impact on Operating Budget:

The annual maintenance cost for this project is estimated to be \$2,500.

Activity:	2014 YE Estimate	Budget			Forecast Project Cost				Total Project Cost
		Prior to 2014	2015	2016	2017	2018	2019	2020	
Funding Sources:									
Unrestricted Street Revenue	-	-	55,000	-	-	-	-	-	55,000
Secured Federal Grant	-	-	156,900	635,360	-	-	-	-	792,260
Traffic Impact Fees	-	-	-	-	-	-	-	-	-
Arterial Preserv Funds (105)	-	-	-	87,240	-	-	-	-	87,240
Total Funding Sources:	-	-	211,900	722,600	-	-	-	-	934,500
Capital Expenditures:									
Pre-Design	-	-	10,500	-	-	-	-	-	135,000
Design	-	-	135,000	-	-	-	-	-	66,400
Right of Way	-	-	66,400	-	-	-	-	-	722,600
Construction	-	-	-	722,600	-	-	-	-	



AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5113

Date:
January 13, 2015

Department:
CD & PW

Attachments:
[Resolution No. 5113](#)
[Agreement](#)
[legal description](#)

Budget Impact:
\$0

Administrative Recommendation:

City Council adopt Resolution No. 5113.

Background Summary:

Sumner is planning a redevelopment of their former golf course site to construct a major warehousing site. Part of this plan includes proposed changes to the access at Stewart Road to improve the circulation and safety for their site. Staff has been coordinating with Sumner staff and the site developer to review their proposal and make recommendations for a safe and efficient corridor. This includes the potential change to the jurisdictional boundary between Auburn and Sumner west of the Lake Tapps Parkway bridge over East Valley Highway. Benefits of this include:

- Creating a clear delineation of maintenance responsibility between agencies.
- Auburn would not be responsible (or liable) for any of the roadway infrastructure west of the Lake Tapps Parkway bridge or for the potential new traffic signal proposed to serve Sumner's development.
- Sumner would be required to provide access easements and an improved materials storage site to Auburn for Lake Tapps Parkway snow/ice response.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: January 20, 2015

Item Number: RES.E

RESOLUTION NO. 5 1 1 3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE AGREEMENT BETWEEN THE CITIES OF AUBURN AND SUMNER FOR ADJUSTMENT OF THE BOUNDARY BETWEEN THE CITIES OF AUBURN AND SUMNER WITH THE MOVEMENT OF CITY BOUNDARY TO THE OTHER SIDE OF THE ROADWAY OF A PORTION OF RIGHT-OF-WAY OF STEWART ROAD/ LAKE TAPPS PARKWAY EAST CURRENTLY WITHIN THE CITY OF AUBURN, PURSUANT TO RCW 35.13.310

WHEREAS, RCW 35.13.310 authorizes the legislative bodies of cities or towns to agree to adjust the boundaries between cities or towns that share a common boundary within a right-of-way of a public street, road or highway by moving the boundary between them to the other edge of the right-of-way; and

WHEREAS, the City of Sumner is involved in a development with attendant public works projects along Stewart Road/Lake Tapps Parkway East, which development and projects would benefit from such an adjustment of the boundary between the City of Auburn and the City of Sumner, moving the boundary between the two cities to the other side of Stewart Road/Lake Tapps Parkway East; and

WHEREAS, cities of Auburn and Sumner have reached an agreement to adjust the boundaries as provided herein; and

WHEREAS, the adjustment of the boundary between such cities pursuant to RCW 35.13.310 is not subject to review by the Washington State Boundary Review Board for Pierce County.

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

Section 1. The Mayor of the City of Auburn is authorized to execute an Agreement between the cities of Auburn and Sumner for adjustment of the boundary between Auburn and Sumner along the portion of Stewart Road/Lake Tapps Parkway East,

moving the boundary between the two cities to the other side of the roadway of Stewart Road/Lake Tapps Parkway East, in substantial conformity with the Agreement attached hereto, marked as Exhibit "A" incorporated herein.

Section 2. The effect of the boundary adjustment provided for herein is to remove the below-described right-of-way territory from within the City of Auburn and include it into the City of Sumner:

LEGAL DESCRIPTION

That portion of the City of Auburn in the Southwest quarter and the Southeast quarter of the Northeast quarter of Section 1, Township 20 North, Range 4 East, Willamette Meridian, more particularly described as follows:

COMMENCING at the intersection of the South line of said Northeast quarter and the West line of Burlington Northern Santa Fe Railroad right-of-way, being a point on the city limit line between City of Auburn and City of Sumner;

THENCE North 00°54'30" West, 70.03 feet along said line;

THENCE South 82°26'07" West, 137.30 feet along said line to the TRUE POINT OF BEGINNING;

THENCE CONTINUING South 82°26'07" West, 10.75 feet along said common line;

THENCE North 89°48'08" West, 474.24 feet along said line;

THENCE North 88°25'14" West, 477.67 feet along said line;

THENCE North 07°41'58" West, 155.36 feet along said line;

THENCE North 82°05'39" East, 987.52 feet;

THENCE South 00°57'23" East, 303.22 feet to the TRUE POINT OF BEGINNING.

Containing 226,046 Square feet, more or less.

SITUATE IN PIERCE COUNTY, WASHINGTON.

Section 3. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation, including transmitting a copy of this Resolution to the City Clerk of Sumner.

Section 4. This Resolution shall be in full force and affect upon passage and signatures heron. It is provided, however, that the provisions set forth herein and the terms and conditions set forth in the attached agreement are subject to and conditioned upon the sale of the golf course property in Sumner that is prompting the jurisdictional boundary change. Should the sale of the golf course property not close by July 31, 2015, then this

Resolution and the attached Agreement shall immediately become null and void.

DATED and SIGNED this ____ day of _____ 2015.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

EXHIBIT “A”

AGREEMENT REGARDING ADJUSTMENT OF MUNICIPAL BOUNDARIES BETWEEN THE CITIES OF AUBURN AND SUMNER RELATED TO LAKE TAPPS PARKWAY

THIS AGREEMENT is entered into between the City of Sumner, a Washington Municipal Corporation, located and doing business at 1104 Maple St, Sumner, Washington 9898390 ("Sumner") and the City of Auburn, a Washington Municipal Corporation, located and doing business at 25 West Main Street, Auburn, Washington 98001 ("Auburn").

RECITALS

WHEREAS, both cities desire to work together for the mutual and overall benefit of their street systems in the vicinity of Lake Tapps Parkway; and

WHEREAS, it is advantageous for a certain portion of Lake Tapps Parkway to be included within the city limits of the City of Sumner rather than its present position, located within the City of Auburn; and

WHEREAS, such an adjustment of the boundaries between the two cities would make it also necessary for City of Auburn gravel and materials storage facilities to be relocated to a different position along Lake Tapps Parkway; and

WHEREAS, Lake Tapps Parkway and certain areas in the vicinity currently utilize a common storm drainage system and stormwater pond; and

WHEREAS, the cities have discussed these issues and have reached an agreement with respect to the adjustment of the boundaries between the two cities to provide for a portion of Lake Tapps Parkway currently located within the City of Auburn to be located within the City of Sumner, adjusting the boundary between the two cities accordingly, and relocation of the City of Auburn gravel and material storage areas.

NOW, THEREFORE, Auburn and Sumner hereby agree as follows:

A. AUBURN AND SUMNER MUNICIPAL BOUNDARIES REVISION

1. Sumner shall maintain two westbound continuous flow travel lanes bypassing the new signalized intersection as proposed by Sumner and Auburn and attached as Exhibit A. and known as the “Annexation Area”.
2. All existing public infrastructure facilities within the Annexation Area will become Sumner’s property and maintenance responsibility; except that when Auburn is sanding

or treating roads in the vicinity, it will continue to sand or apply treatment to the annexation area.

3. Existing Auburn Street lighting facilities within the Annexation Area shall be re-wired by Sumner to be served by a Sumner-owned power service and separated from Auburn's facilities.
4. Roadway storm drainage from the Annexation Area is the responsibility of Sumner and will be entering Auburn's Stormwater Pond Facilities known as "Trillium Stormwater Pond".
5. Stormwater from Lake Tapps Parkway drains to the Trillium Stormwater Pond through a drainage pipe system, Sumner and Auburn wish to set forth their agreements regarding the Trillium Stormwater Pond and related matters as follows.

a. Trillium Stormwater Pond.

Auburn will maintain the Trillium Stormwater Pond in compliance with City of Auburn Design and Construction Standards to meet the requirements of the calculated "100 year design storm" pursuant to the approved Pierce County plans.

Sumner agrees to allow ongoing access to Auburn for the maintenance of the Trillium Stormwater Pond and secure any necessary property rights to allow access from the proposed pedestrian trail.

Sumner agrees to provide a driveway cut on Lake Tapps Parkway in a location that is mutually acceptable to the Parties and consistent with the intent of this Agreement.

b. Maintenance of Stormwater Connection Facilities.

Sumner will inspect, maintain and remove accumulated sediments annually for the stormwater pipes connecting Sumner's storm system to Auburn's Trillium Stormwater Pond.

Sumner agrees to continue to allow and provide for the existing drainage from Auburn's jurisdiction through the stormwater pipes as they are currently configured within the Annexation Area.

c. Clean-Up.

In the event of a spill of Hazardous Substances from Lake Tapps Parkway into the Auburn Trillium Stormwater Pond, Sumner will undertake immediate response as required by law, including, but not limited to, reporting to appropriate agencies, and pursue enforcement of all required remediation and cleanup efforts until they are completed and the cleanup and/or remediation has been approved by appropriate governmental agencies.

d. Hazardous Substances Defined.

As used herein, the term "Hazardous Substances" means any hazardous, toxic, chemical, or dangerous substance, pollutant, contaminant, waste or material,

including petroleum, which is regulated under any federal, state, or local statute, ordinance, rule, regulation, or common law relating to chemical management, environmental protection, contamination, or cleanup including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended, the Resource Conservation and Recover Act as amended.

B. RELOCATION OF AUBURN GRAVEL AND MATERIAL STORAGE FACILITIES

1. Sumner shall provide for the relocation of the existing Auburn Gravel and Material Storage Facilities and the construction of a Covered Dual Chamber Material Storage Facility including paved access to the facility for City of Auburn Maintenance & Operations use on the south side of Stewart Road at a location agreed to by both parties.
2. Sumner shall provide all necessary public access easements to Auburn for the Material Storage Facility and Non-Motorized Trail. Within 120 calendar days of the completion of the final design for ingress and egress from the golf course property is completed, the Parties will work cooperatively to complete a final legal description and necessary Exhibits for Auburn's access to the material Storage Facility and Non-motorized Trail. Sumner agrees to execute any and all easements and any other necessary documents to effectuate the intent of this section.

C. PERPETUAL EASEMENT TO AUBURN GRAVEL AND MATERIAL STORAGE FACILITIES

1. Within 120 Calendar days of the completion of the final design for ingress and egress from the golf course property is completed, the Parties will work cooperatively to complete a final legal description and necessary Exhibits for Auburn's access to the material Storage Facility and Non-motorized Trail. Sumner agrees to execute any and all easements and any other necessary documents to effectuate the intent of this section.

D. MISCELLANEOUS

1. Termination. This agreement shall terminate only upon agreement of both parties
2. Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the cities under any of the provisions of this agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the *King County Superior Court, King County, Washington*.
3. Modification. No waiver, alteration, or modification of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of each city.

4. Severability. If any one or more sections, subsections or sentences of this agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portions of this agreement and the remainder shall remain in full force and effect.
5. Entire Agreement. Written provisions and terms of this agreement, together with any attached exhibits, supersede all prior verbal statements by any representative of either city, and those statements shall not be construed as forming a part of or altering in any manner this agreement. This agreement and any attached exhibits contain the entire agreement between the parties. Should any language in any exhibit to this agreement conflict with any language contained in this agreement, the terms of this agreement shall prevail.

THE CITY OF AUBURN

THE CITY OF SUMNER

NANCY BACKUS, MAYOR

DAVE ENSLOW, MAYOR

APPROVED BY AUBURN CITY COUNCIL MOTION ON _____, 20__.

APPROVED BY SUMNER CITY COUNCIL MOTION ON _____, 20__.

ATTEST:

ATTEST:

_____(SEAL)
DANIELLE E. DASKAM
AUBURN CITY CLERK

_____(SEAL)
TERRI BERRY
SUMNER CITY CLERK

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DANIEL B. HEID

BRETT VINSON

AUBURN CITY ATTORNEY

SUMNER CITY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

CITY OF SUMNER ANNEXATION AREA

That portion of the City of Auburn in the Southwest quarter and the Southeast quarter of the Northeast quarter of Section 1, Township 20 North, Range 4 East, Willamette Meridian, more particularly described as follows:

COMMENCING at the intersection of the South line of said Northeast quarter and the West line of Burlington Northern Santa Fe Railroad right-of-way, being a point on the city limit line between City of Auburn and City of Sumner;

THENCE North 00°54'30" West, 70.03 feet along said line;

THENCE South 82°26'07" West, 137.30 feet along said line to the TRUE POINT OF BEGINNING;

THENCE CONTINUING South 82°26'07" West, 10.75 feet along said common line;

THENCE North 89°48'08" West, 474.24 feet along said line;

THENCE North 88°25'14" West, 477.67 feet along said line;

THENCE North 07°41'58" West, 155.36 feet along said line;

THENCE North 82°05'39" East, 987.52 feet;

THENCE South 00°57'23" East, 303.22 feet to the TRUE POINT OF BEGINNING.

Containing 226,046 Square feet, more or less.

Project Name: Sumner Meadows
November 19, 2014

Page 1 of 1

BDG
16408L.001.doc
Exhibit: 16408EXH04-ANNEX.dwg

Exhibit "A"

