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| CITY OF AUBURN WASHINGTON | **City Council Meeting**<br>**January 18, 2022 - 7:00 PM**<br>**City Hall Council Chambers and Virtual**<br>**AGENDA**<br>**Watch the meeting LIVE!**<br><br>**Watch the meeting video**<br>Meeting videos are not available until 72 hours after the meeting has concluded. |

I. **CALL TO ORDER**

II. **PUBLIC PARTICIPATION**

1. Public Participation

The Auburn City Council Meeting scheduled for Tuesday, January 18, 2022 at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

To attend the meeting virtually please click one of the below links, enter the meeting ID into the Zoom app, or call into the meeting at the phone number listed below. The link to the Virtual Meeting is:

Zoom: https://us06web.zoom.us/j/87246696810

The public can also view the meeting on YouTube:

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

To join the meeting by phone, please use the below call-in information:

253 215 8782
877 853 5257 (Toll Free)

Webinar ID: 872 4669 6810

A. **Pledge of Allegiance**

B. **Roll Call**

III. **AGENDA MODIFICATIONS**

IV. **NEW BUSINESS**

## V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

### A. Audience Participation

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

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

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

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

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

   Email comments to:
   publiccomment@auburnwa.gov

### B. 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.**

1. Finance Ad Hoc Committee (Chair Baggett)

## 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 3, 2022 Regular City Council Meeting

B. Claims Vouchers (Thomas)

Claims Voucher list dated January 18, 2022 which included voucher numbers 466581 through 466617, in the amount of $1,767,169.40, and three wire transfers in the amount of $618,247.30

Claims Voucher list dated January 18, 2022 which included voucher numbers 466343 through 466580, in the amount of $6,127,271.88 and one wire transfer in the amount of $583,372.73

C. Payroll Vouchers (Thomas)

Payroll check numbers 539293 through 539298 in the amount of $75,138.55, electronic deposit transmissions in the amount of $2,272,796.06, also a special payroll for sick time cash out with check numbers 539299 through 539305 in the amount of $1,127.18, electronic deposit transmissions in the amount of $26,051.74, for a grand total of $2,375,113.53 for the period covering January 01, 2022 to January 11, 2022

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

## VIII. UNFINISHED BUSINESS

## IX. ORDINANCES

A. Ordinance No. 6844 (Gaub)

An Ordinance amending Sections 13.14.010, 13.14.020, 13.14.030, 13.14.050 and 13.14.060, and repealing Auburn City Code (ACC) 13.14.040 regarding managing the City's water supply

**(RECOMMENDED ACTION: Move to adopt Ordinance No. 6844.)**

B. Ordinance No. 6846 (Gaub)

An Ordinance amending Auburn City Code (ACC) Sections 12.04.010, 13.48.225, and 13.48.230 regarding the City's Surface Water Management Manual

**(RECOMMENDED ACTION: Move to adopt Ordinance No. 6846.)**

C. Ordinance No. 6847 (Gaub)

An Ordinance relating to restrictions and limitations of Public Right-Of-Way Use and revising Chapter 10.28 of the Auburn City Code (ACC)

**(RECOMMENDED ACTION: Move to adopt Ordinance No. 6847.)**

## X. RESOLUTIONS

A. Resolution No. 5614 (Faber)

A Resolution authorizing the City to execute a grant agreement and an amendment to the Conservation Futures Interlocal Cooperation Agreement both with King County and both for the purpose of accepting funds in the amount of $83,050.00 for acquiring properties to be used for future salmon habitat improvement, and to appropriate the same

**(RECOMMENDED ACTION: Move to adopt Resolution No. 5614.)**

B. Resolution No. 5615 (Comeau)

A Resolution authorizing a contract for purchase and sale between the City of Auburn and Diamond J. Investments, LLC for Real Property

**(RECOMMENDED ACTION: Move to adopt Resolution No. 5615.)**

C. Resolution No. 5616 (Comeau)

A Resolution authorizing a contract for purchase and sale between the City of Auburn and Kent-Yi Company for Real Property

**(RECOMMENDED ACTION: Move to adopt Resolution No. 5616.)**

D. Resolution No. 5644 (Faber)

A Resolution authorizing the Mayor to execute an amendment to the Conservation Futures Interlocal Agreement between the City of Auburn and King County for open space acquisition projects

**(RECOMMENDED ACTION: Move to adopt Resolution No. 5644.)**

## XI. MAYOR AND COUNCILMEMBER REPORTS

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

A. **From the Council**

B. **From the Mayor**

## XII. ADJOURNMENT

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

# AGENDA BILL APPROVAL FORM

**Agenda Subject:**
Minutes of the January 3, 2022 Regular City Council Meeting

**Date:**
January 12, 2022

**Department:**
Administration

**Attachments:**
01-03-2022 Minutes

**Budget Impact:**
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

**Administrative Recommendation:**

**Background for Motion:**

**Background Summary:**

**Reviewed by Council Committees:**

**Councilmember:**

**Staff:**

**Meeting Date:** January 18, 2022

Item Number: CA.A

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|---|---|
| CITY OF AUBURN WASHINGTON | **City Council Meeting**<br>**January 3, 2022 - 7:00 PM**<br>**City Hall Council Chambers and Virtual**<br>**MINUTES**<br>**Watch the meeting LIVE!**<br><br>**Watch the meeting video**<br>Meeting videos are not available until 72 hours after the meeting has concluded. |

## I. CALL TO ORDER

## II. PUBLIC PARTICIPATION

1. Public Participation

   The Auburn City Council Meeting was held in person and virtually.

### A. Pledge of Allegiance

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

### B. Roll Call

Councilmembers present: Deputy Mayor James Jeyaraj, Bob Baggett, Kate Baldwin, Larry Brown, Robyn Mulenga, Chris Stearns and Yolanda Trout-Manuel.

Mayor Nancy Backus and the following department directors and staff members attended the meeting: City Attorney Kendra Comeau, Chief of Police Mark Caillier, Director of Innovation and Technology David Travis, Director of Public Works Ingrid Gaub, Director of Finance Jamie Thomas, Director of Human Resources & Risk Management Candis Martinson, Assistant Human Resources Director Aaron Barber, Innovation and Technical Support Specialist Jonathan Barbano and City Clerk Shawn Campbell.

## III. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Proclamation - Financial Literacy Week (Auburn Mountainview High School)

Mayor Backus to proclaim January 3-7, 2022 as "Financial Literacy Week" in the City of Auburn

Mayor Backus read and proclaimed the week of January 3-7, 2022 as Financial Literacy Week in the City of Auburn.

## IV. AGENDA MODIFICATIONS

Resolution No. 5642 related to ratifying Emergency Proclamation 2021-05 concerning a declaration of an emergency at the Auburn Municipal Golf Course was added to the agenda.

## V. NEW BUSINESS

A. Special Focus Area Chair Selection

Deputy Mayor Jeyaraj announced the Chairs and Vice Chairs for the Special Focus Areas. He appointed Councilmember Mulenga as Chair and Councilmember Trout-Manuel as Vice Chair to the Community Wellness Special Focus Area, Councilmember Baggett as Chair and Councilmember Baldwin as Vice Chair to the Finance Technology and Economic Development Special Focus Area, Councilmember Stearns as Chair and Councilmember Brown as Vice Chair to the Public Works & Community Development Special Focus Area and Deputy Mayor Jeyaraj as Chair and Councilmember Baldwin as Vice Chair to the Municipal Services Special Focus area.

Deputy Mayor Jeyaraj moved and Councilmember Trout-Manuel seconded to approve the Special Focus Area members as presented.

MOTION CARRIED UNANIMOUSLY. 7-0

A. **Audience Participation**

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

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

No written comments were received.

Waylon Menzia - Auburn
Mr. Menzia thanked the Mayor and Council for their hard work and dedication to the City of Auburn.

B. **Correspondence**

There was no correspondence for Council to 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.**

1. Finance Ad Hoc Committee (Chair Baggett)

Councilmember Baggett, Chair of the Finance ad hoc committee,

reported he and Deputy Mayor Jeyaraj have reviewed the claims and payroll vouchers described on the agenda this evening and recommended their approval.

## 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 December 13, 2021 Study Session

B. Minutes of the December 20, 2021 Regular Council Meeting

C. Claims Vouchers (Thomas)

Claim voucher list dated January 3, 2022 which includes voucher numbers 466234 through 466342 in the amount of $1,407,118.31 and one wire transfer in the amount of $5,346.44

D. Payroll Vouchers (Finance)

Payroll check numbers 539286 through 539292 in the amount of $597,716.41, electronic deposit transmissions in the amount of $2,115,679.48, for a grand total of $2,713,395.89 for the period covering December 16, 2021 to December 31, 2021

Deputy Mayor Jeyaraj moved and Councilmember Baggett seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

## VIII. UNFINISHED BUSINESS

There was no unfinished business.

## IX. RESOLUTIONS

A. Resolution No. 5640 (Gaub)

A Resolution ratifying the Mayor's Water Emergency Declaration 2021-04 ending the previously declared water shortage emergency stages in the Hidden Valley/Braunwood Neighborhood

Councilmember Stearns moved and Deputy Mayor Jeyaraj seconded to approve Resolution No. 5640.

MOTON CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5641 (Gaub)

A Resolution authorizing the Mayor to accept an initial offer of financial aid to the Auburn Airport from the Community Aviation Revitalization Board and execute an agreement

Councilmember Stearns moved and Councilmember Baldwin seconded to

adopt Resolution No. 5641.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Resolution No. 5642 (Hinman)

A Resolution Ratifying an Emergency Declaration and Contract for Emergency Repairs to the City's Golf Course Clubhouse

Councilmember Brown moved and Councilmember Trout-Manuel to approve Resolution No. 5642.

MOTION CARRIED UNANIMOUSLY. 7-0

## X. MAYOR AND COUNCILMEMBER REPORTS

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

### A. From the Council

Councilmember Trout-Manuel reported she was appointed to the National League of Cities National Association of Latino Elected and Appointed Officials (NALEO) Committee.

Councilmember Stearns thanked Mayor for the appointment to the Sound Cities Affordable Housing Committee.

### B. From the Mayor

Mayor Backus recognized the Public Works Maintenance and Operation Team during the snow event.

## XI. CLOSED SESSION

1. Closed Session

Mayor Backus recessed into a closed session after a 5 minute recess at 7:20 p.m. per RCW 42.30.140(4)(b) for a discussion on collective bargaining for 30 minutes. City Attorney Comeau, Finance Director Thomas, Human Resources Director Martinson, Assistant Human Resources Director Barber and Chief of Police Caillier will be required to attend. There is anticipated action after the Closed Session.

Mayor Backus reconvened the meeting at 7:56 p.m.

Mayor Backus announced that Resolution No. 5643 has been added to the agenda.

2. Resolution No. 5643

A Resolution Authorizing the Mayor to Execute a Collective Bargaining Agreement between the City Of Auburn and the Auburn Police Guild For 2022-2024

A Resolution authorizing the Mayor to execute a Collective Bargaining Agreement between the City of Auburn and the Auburn Police Guild for 2022-2024

Deputy Mayor Jeyaraj moved and Councilmember Baggett seconded to adopt Resolution No. 5643

MOTION CARRIED UNANIMOUSLY. 7-0

## XII. **ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 8:03 p.m.

APPROVED this 18th day of January, 2022.

NANCY BACKUS, MAYOR Shawn Campbell, City Clerk

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

# AGENDA BILL APPROVAL FORM

**Agenda Subject:**
Claims Vouchers (Thomas)

**Date:**
January 11, 2022

**Department:**
Finance

**Attachments:**
**No Attachments Available**

**Budget Impact:**
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

**Administrative Recommendation:**

Approve Claim Vouchers.

**Background for Motion:**

**Background Summary:**

Claims Voucher list dated January 18, 2022 which included voucher numbers 466581 through 466617, in the amount of $1,767,169.40, and three wire transfers in the amount of $618,247.30.

Claims Voucher list dated January 18, 2022 which included voucher numbers 466343 through 466580, in the amount of $6,127,271.88 and one wire transfer in the amount of $583,372.73.

**Reviewed by Council Committees:**

**Councilmember:**

**Staff:** Thomas

**Meeting Date:** January 18, 2022

Item Number: CA.B

# AGENDA BILL APPROVAL FORM

**Agenda Subject:**
Payroll Vouchers (Thomas)

**Date:**
January 11, 2022

**Department:**
Finance

**Attachments:**
**No Attachments Available**

**Budget Impact:**
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

**Administrative Recommendation:**

Approve Payroll Vouchers.

**Background for Motion:**

**Background Summary:**

Payroll check numbers 539293 through 539298 in the amount of $75,138.55, electronic deposit transmissions in the amount of $2,272,796.06, also a special payroll for sick time cash out with check numbers 539299 through 539305 in the amount of $1,127.18, electronic deposit transmissions in the amount of $26,051.74, for a grand total of $2,375,113.53 for the period covering January 01, 2022 to January 11, 2022.

**Reviewed by Council Committees:**

**Councilmember:**

**Staff:** Thomas

**Meeting Date:** January 18, 2022

Item Number: CA.C

# AGENDA BILL APPROVAL FORM

**Agenda Subject:**
Ordinance No. 6844 (Gaub)

**Date:**
December 10, 2021

**Department:**
Public Works

**Attachments:**
Ordinance No. 6844
Exhibit A

**Budget Impact:**
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

**Administrative Recommendation:**

City Council to adopt Ordinance No. 6844.

**Background for Motion:**

City Council moves to adopt Ordinance 6844. Recent management of a declared water emergency in the Braunwood water system revealed procedural requirements in ACC 13.14 that were out of date and not optimized for the City's current organizational structure. Ordinance 6844 would amend ACC 13.14 to streamline the City's water emergency response process.

**Background Summary:**

This ordinance streamlines the City's ability to respond to a water emergency by simplifying procedural requirements in ACC 13.14.

The City's water supply is divided into two separate water systems: one currently serving 12 residential customers in the Hidden Valley/Braunwood neighborhood (HVB), and one serving the remainder of the City. The HVB system is served by a single well with a State-issued water right that limits the total amount of water that the well can produce each year. In 2021, the City's Public Works Department observed excessive irrigation water use in HVB that nearly tripled HVB's overall average water use. Coupled with drought conditions, this high water use put HVB in danger of entirely running out of water. Accordingly, in August and September, 2021, the Mayor proclaimed a water emergency for HVB pursuant to ACC 13.14, which the City Council subsequently ratified.

Implementing ACC 13.14 to respond to the HVB emergency revealed procedural requirements involving city staff, administration and the City Council that were outdated and not streamlined to the City's current organizational structure.

Through its Water Shortage Contingency Plan (Plan), the City's Public Works Department is able to determine the measures and procedures needed to adequately respond to a current or anticipated water shortage or emergency. Ordinance 6844 amends several sections in ACC 13.14 to align the Plan and delegates the response to an effective water emergency response to the Public Works Department in accordance with the Plan.

Ordinance 6844 also repeals ACC 13.14.040 Enforcement and combines enforcement powers with the penalties described in ACC 13.14.060.

The ordinance was previously discussed at the December 10th, 2022 Council study session.

**Reviewed by Council Committees:**

| | | | |
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| **Councilmember:** | Stearns | **Staff:** | Gaub |
| **Meeting Date:** | January 18, 2022 | Item Number: | ORD.A |

**ORDINANCE NO. 6844**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTIONS 13.14.010, 13.14.020, 13.14.030, 13.14.050 AND 13.14.060, AND REPEALING AUBURN CITY CODE (ACC) 13.14.040 REGARDING MANAGING THE CITY'S WATER SUPPLY

WHEREAS, RCW 35.21.210 and RCW 35.92.010 empower the City to establish, maintain, control, regulate and manage its water supply for the purpose of furnishing water to the City and its inhabitants;

WHEREAS, the City's water supply is divided into two separate water systems: one currently serving 12 residential customers in the Hidden Valley/Braunwood neighborhood (HVB) from a single well with a limited water right, and one serving the remainder of the City;

WHEREAS, periodic drought conditions, excessive customer water use and other causes can threaten the City's ability to ensure an adequate water supply, particularly in the HVB water system given its limited size, single source of supply, and separation from the rest of the City's water supply;

WHEREAS, in monitoring water usage in HVB, the City's Public Works Department observed excessive irrigation water use in HVB that nearly tripled HVB's overall average water use. Coupled with drought conditions, this high water use put HVB in danger of entirely running out of water since the total amount of water that can be produced annually is limited by the well's water right. Accordingly, in August and September, 2021, the Mayor proclaimed a water emergency for HVB pursuant to ACC 13.14;

WHEREAS, implementing ACC 13.14 to respond to the HVB emergency revealed that ACC 13.14 contains repetitive procedural requirements involving city staff, administration and the City Council that inhibited and slowed the City's ability to quickly and efficiently address a water emergency;

WHEREAS, through prior enactment and Council adoption of a Water Shortage Contingency Plan, the City's Public Works Department is able to determine the measures and procedures needed to adequately respond to a current or anticipated water shortage or emergency;

WHEREAS, the City finds that ACC 13.14 should be amended to remove repetitive procedural barriers to an effective water emergency response and to streamline the City's ability to efficiently take needed steps to ensure an adequate water supply, which are in the City's best interests and consistent with the City's purpose of furnishing an ample water supply to the City.

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

**Section 1. Amendments to Chapter 13.14 of the Auburn City Code.** Sections 13.14.010, 13.14.020, 13.14.030, 13.14.050 and 13.14.060 of the Auburn City Code shall be amended as set forth in Exhibit A to this Ordinance;

**Section 2. Repeal of City code section.** As language from ACC 13.14.040 has been moved and incorporated into ACC 13.14.060 as amended by this Ordinance, Section 13.14.040 of the Auburn City Code is repealed.

**Section 3. Implementation.** The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

**Section 4. 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 of it to any person or circumstance, will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

**Section 5. Effective date.** This Ordinance will take effect and be in force five days from and after its passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Kendra Comeau, City Attorney

Published: _____

## EXHIBIT A

**ACC 13.14.010 Purpose.**

It is in the public interest to conserve ~~promote the conservation of~~ the city's water supply in order to protect the health, welfare, and safety of water users. To accomplish this declared purpose, the city exercises ~~reserves the right to exercise~~ its police powers and its State law authority by enacting ~~through emergency measures as set forth in~~ this chapter.

**ACC 13.14.020 Authority of Mayor in responding to water shortage or emergency.**

T~~T~~he mayor may order water use restrictions and conservation measures ~~,~~ when necessary to protect ~~for the protection of~~ the public health, safety, and welfare during a water shortage or emergency caused by drought conditions, city water utility damage or destruction, or any other cause threatening to disrupt or diminish the City's water supply below its ability to meet normal water demands. ~~, shall have the authority to declare various stages of water emergencies and to implement the water conservation measures set forth in this chapter. The mayor shall also have authority to determine whether the various stages of water emergencies and water conservation measures apply to the entire city utility service area or to such portions as may be particularly affected.~~

**ACC 13.14.030 Policies and procedures in responding to water shortage or emergency.**

The City shall use the following policies and procedures when responding to a water shortage or emergency~~shall apply during the various stages of water emergencies as set forth in this section~~:

A. Mayor's proclamation of water shortage or emergency. The Mayor may proclaim a water shortage or emergency in response to a current or threatened water supply disruption or diminution as described by ACC 13.14.020.

1. The Mayor's proclamation shall:

a. direct the Department of Public Works to implement water use restrictions and/or conservation measures necessary to address the proclaimed shortage or emergency; and

b. if they can reasonably be determined, identify the geographic area of the proclaimed water shortage or emergency, and specify the duration of any corresponding water use restrictions or conservation measures.

2. Any such proclamation by the Mayor shall at the earliest practicable time be presented to the city council for ratification and confirmation, modification, or rejection and, if rejected, shall thereafter be void.

B. Public Works Department response. Subject to subsection A.2, upon the Mayor's issuance of a water shortage or emergency proclamation, the City's Public Works Department shall implement appropriate water use restrictions and/or conservation measures from the City's Water Shortage Contingency Plan as currently adopted and as amended in the future by the Public Works director. Before implementation of water use restrictions or conservation measures, the Department shall make reasonable attempts to notify any water customers affected by these actions ~~proclamation~~ and their implementation.

~~*Stage I – Anticipated Water Shortage – Internal Preparations.* The mayor may declare a Stage I water emergency when a water shortage is anticipated but not immediate. The public works department shall conduct public education efforts regarding the benefits and necessity of conservation by the public.~~

~~B. *Stage II – Serious Water Shortage – Voluntary Conservation.* The mayor may declare a Stage II water emergency when a water shortage exists such that immediate voluntary reductions in consumption are necessary. The public works department shall conduct an intensified public information campaign and shall coordinate the campaign to encourage voluntary water conservation through news releases and other methods of providing information about conservation methods.~~

C. City not liable. As a result of and/or during a proclaimed water shortage or emergency, the City shall not be responsible or liable for any damage resulting from any interruptions in the water supply.

~~*Stage III – Critical Water Shortage – Limited Outdoor Restrictions.* The mayor may declare a Stage III water emergency when a water shortage exists such that water supplies are critically impacted and water demand must be reduced. The mayor is authorized to establish certain specified days or hours for irrigating, sprinkling or watering lawns and gardens, and may prohibit or regulate other nonessential uses of water within the water system during such times as there is an actual or impending water shortage, extreme pressure loss in the distribution system, or for any other reasonable cause. The following nonessential uses of water may be prohibited on all properties connected to the city's water system, whether inside or outside of the city:~~

~~1. Washing sidewalks, walkways, driveways, parking lots, patios, and other exterior paved areas by direct hosing, except as may be necessary to prevent or eliminate materials dangerous to the public health and safety.~~

~~2. Escape of water through breaks or leaks within the customer's plumbing or private distribution system for any period of time beyond which such break or leak should reasonably have been discovered and corrected. It shall be presumed that a period of 48 hours after the customer discovers a leak or break, or receives notice from the city of~~

such leak or break, whichever occurs first, is a reasonable time in which to correct the same.

3. Noncommercial washing of privately owned motor vehicles, trailers, and boats, except from a bucket or hose using a shutoff nozzle for quick rinses.

4. Lawn sprinkling and irrigation which allows water to run off or overspray the lawn area. Every customer is deemed to have knowledge of and control over their lawn sprinkling and irrigation at all times.

5. Sprinkling and irrigation of lawns, ground cover, or other plants, between the hours of 9:00 a.m. and 6:00 p.m. or on any day not authorized by the established rotation schedule.

6. Such other uses as the mayor deems appropriate.

D. *Stage IV – Emergency Water Shortage – Mandatory Outdoor Restrictions and Indoor Conservation.* The mayor may declare a Stage IV water emergency when a water shortage exists such that maximum flow reduction is immediately required, water available to the city is insufficient to permit any irrigation, watering, or sprinkling, and all available water is needed solely for human consumption, sanitation, and fire protection. The mayor may prohibit all nonessential uses of water, including but not limited to all vehicle washing, all lawn watering, and all of the uses that may be prohibited for a Stage III water emergency. The public works and utilities department shall disseminate information using every available means to encourage customers to reduce indoor water usage to the maximum extent possible.

E. *Stage V – Regional Disaster – Water Rationing.* The mayor may declare a Stage V regional disaster water emergency when a water shortage exists such that water rationing must be implemented and emergency water distribution may be necessary for customers without water. The mayor is authorized to restrict water use by rationing the amount of water used by residential users to a certain number of gallons per day per person residing within the dwelling unit, by rationing the amount of water used by nonresidential users based on a percentage of their historical usage as calculated by the city, and by any other type of rationing as the mayor deems necessary and appropriate in the circumstances.

F. *Implementation Requirements.* Prior to the implementation and enforcement of any of the above stages, the mayor shall take reasonable efforts to have information disseminated to affected customers regarding the rationing plan, which shall include, at a minimum, publication in the official newspaper of the city at least once, not less than one week in advance of the effective date of the declaration, information of the declaration of the applicable stage, a description of the limitations and restrictions that would apply, and identification of the effective date of the declared stage and limitations and restrictions. Notwithstanding the publication requirements set forth herein above, if it is determined by the mayor that exigent circumstances exist that necessitate immediate implementation and enforcement of any particular stages of water

~~emergency, notice to affected customers may be provided by personal service of the notice on said customers, or by posting notices at the customers' residences (if the customers' residences are the affected sites), or by posting notices at the locations where the customers' utility services are received (if the affected sites are not their residences).~~

~~G. *Term of Stage and Scope.* The mayor is also authorized to determine the geographic area to which the declared stage shall apply, and to determine the duration for which the declared stage and its limitations and restrictions shall be in effect.~~

~~**13.14.040 Enforcement.**~~

~~The public works director or designee, code enforcement officers of the building division of the planning department or of the fire department, or police officers of the city shall have the authority to enforce the provisions of this chapter.~~

**ACC 13.14.050 Variances.**

A. Authority to grant variances. Unless otherwise ordered by the Mayor, ~~T~~the public works director may grant temporary written variances for the ~~prospective~~ use of water otherwise prohibited by this chapter. Such ~~temporary~~ variances shall ~~be in writing and shall~~ be based on the d~~D~~irector's ~~a~~ determination ~~by the director~~ that ~~, due to~~ unusual circumstances exist and that applying ~~, application of~~ this chapter would cause an extraordinary hardship that adversely affect~~s~~~~ing~~ the applicant's or public's health, sanitation, or fire protection ~~of the applicant or the public~~.

B. Appeal. ~~The director's determination shall be final unless appealed as follows: a~~ A party adversely affected by the d~~d~~irector's decision ~~determination~~ may appeal ~~the determination~~ to the mayor or designee within 24 hours of the decision, excluding Saturdays, Sundays and legal holidays. ~~director's determination or such later time as the mayor may designate.~~ The appeal decision of the mayor or designee~~'s determination~~ shall be final and non-appealable. ~~Said 24-hour periods shall exclude Saturdays, Sundays, and legal holidays.~~

**ACC 13.14.060 Enforcement authority and ~~P~~penalties for violation.**

The provisions of this chapter may be enforced by the Public Works director or designee, code enforcement officers, or police officers. Violations of this chapter shall be punishable as follows:

A. The first violation of any provision of this chapter shall be a civil infraction as proscribed by Chapter 1.25 ACC, and as proscribed by RCW 7.80.120(1)(a), as now enacted or hereafter amended. Infractions shall be processed pursuant to the authority and provisions set forth in Chapter 7.80 RCW, as now enacted or hereafter amended,

Chapter 1.25 ACC, as now enacted or hereafter amended, and the Infraction Rules for Courts of Limited Jurisdiction.

B. For any second or subsequent violation of any provision of this chapter the violator may be charged as a misdemeanor punishable by imprisonment in jail for a maximum term fixed by the court of not more than 90 days, or a fine in an amount fixed by the court of not more than $1,000, or both such imprisonment and fine.

# AGENDA BILL APPROVAL FORM

**Agenda Subject:**
Ordinance No. 6846 (Gaub)

**Date:**
December 10, 2021

**Department:**
Public Works

**Attachments:**
Ordinance No. 6846
Exhibit A
Exhibit B

**Budget Impact:**
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

**Administrative Recommendation:**

City Council to adopt Ordinance No. 6846.

**Background for Motion:**

Ordinance 6846 corrects certain references in the city code to the Washington Department of Ecology's Stormwater Management Manual for Western Washington (SWMMWW).

**Background Summary:**

The City's storm drainage utility operates under a National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit from the Washington Department of Ecology. In 2017, the City adopted Ecology's 2014 SWMMWW as the basis for stormwater management and protection measures, together with supplemental requirements specific to the city, into the City of Auburn Surface Water Management Manual (SWMM), as defined in ACC 12.04.010.B.2.

In 2019, Ecology extensively modified and reorganized the SWMMWW, leaving certain sections of the city code with some incorrect references to the SWMMWW. The city desires to make references to the SWMMWW more general so that future updates of the SWMMWW will not cause confusion or require code changes.

Ordinance 6846 eliminates the publication date of the SWMMWW in ACC 12.04.010. Ordinance 6846 also removes references in ACC 13.48.225 and ACC 13.48.230 to specific sections of the SWMMWW.

**Reviewed by Council Committees:**

**Councilmember:** Stearns
**Staff:** Gaub
**Meeting Date:** January 18, 2022
Item Number: ORD.B

**ORDINANCE NO. 6846**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING AUBURN CITY CODE (ACC) SECTIONS 12.04.010, 13.48.225, AND 13.48.230 REGARDING THE CITY'S SURFACE WATER MANAGEMENT MANUAL

WHEREAS, RCW 35.67.020 empowers the city to maintain, conduct and operate a storm drainage utility to protect the public health, safety, and general welfare; promote sound development policies and construction procedures to preserve the city's natural resources; and prevent the creation of public nuisances. ACC 13.48 establishes the City's storm drainage utility;

WHEREAS, the city's storm drainage utility operates under a National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit from the Washington Department of Ecology;

WHEREAS, in 2017 the city adopted the Washington Department of Ecology's Stormwater Management Manual for Western Washington (SWMMWW) as the basis for stormwater management and protection measures, together with supplemental requirements specific to the city, into the City of Auburn Surface Water Management Manual (SWMM), as defined in ACC 12.04.010.B.2;

WHEREAS, in 2019 Ecology extensively modified and reorganized the SWMMWW, leaving certain sections of the city code with incorrect references, and the city desires to correct these references.

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

**Section 1. Amendments to Chapter 12.04 of the Auburn City Code.**

Section 12.04.010 of the Auburn City Code shall be amended as set forth in Exhibit A to this Ordinance.

**Section 2. Amendments to Chapter 13.48 of the Auburn City Code.**

Sections 13.48.225 and 13.48.230 of the Auburn City Code shall be amended as set forth in Exhibit B to this Ordinance.

**Section 3. Implementation.** The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

**Section 4. 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 of it to any person or circumstance, will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

**Section 5. Effective date.** This Ordinance will take effect and be in force five days from and after its passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Kendra Comeau, City Attorney

Published: _____

## EXHIBIT A

**12.04.010 Adoption of engineering construction standards and engineering design standards.**

A. Adopted – Engineering Construction Standards. The engineering construction standards include the following documents and manuals which are herein referred to as the "engineering construction standards" and are adopted by reference:

1. The Standard Plans (M21-01) for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation, the latest publication and amendments thereto, as determined appropriate for city infrastructure by the city engineer and for conformance with adopted city engineering design standards.

2. The Standard Specifications for Road, Bridge and Municipal Construction, the latest (English) edition publication and amendments thereto as issued by the Washington State Department of Transportation as supplemented and amended through special provisions by the city engineer for specific construction applications and for conformance with adopted city engineering design standards.

3. The City of Auburn Engineering Standard Details, a manual of specific plans or drawings developed and adopted by the city of Auburn department of public works which show frequently recurring components of work that have been standardized for repetitive use, as supplemented and amended by the city engineer for specific construction applications and for conformance with adopted city engineering design standards.

B. Adopted – Engineering Design Standards. The engineering design standards as approved, supplemented and amended by the city engineer for specific design applications and in consultation with the city council on policy issues or broad citywide implications shall include the following documents and manuals which are herein referred to as the "engineering design standards" and are adopted by reference:

1. A manual of specific engineering design requirements which shows frequently recurring public transportation and utility infrastructure standards.

2. The City of Auburn Surface Water Management Manual (SWMM) which is the ~~2014~~ Department of Ecology Stormwater Management Manual for Western Washington and its Supplemental Manual, for use in the city of Auburn. The SWMM is a manual of specific requirements related to storm drainage management.

C. Adopted – Highway Access Management. Chapter 468-52 WAC, Highway Access Management – Access Control Classification System and Standards, and amendments

thereto, with the exception of WAC 468-52-060 and 468-52-070, is adopted by reference with the following amendments:

1. All references to the “Department” shall be changed to “city of Auburn.”

2. All references to Chapter 468-51 WAC or sections thereof shall be changed to “City of Auburn Engineering Design Standards.”

## EXHIBIT B

### 13.48.225 Drainage standards – Review and approval.

All development shall meet all applicable general and design requirements in accordance with the city of Auburn engineering design and construction standards and, for purposes of that portion of the standards set forth in the City of Auburn Surface Water Management Manual, the following provisions shall apply:

A. Pursuant to the Western Washington Phase II Municipal Stormwater NPDES Permit issued by the Department of Ecology, the city has implemented a storm water management program that requires the use of City of Auburn Surface Water Management Manual, hereinafter referred to as the "SWMM."

B. The following activities that discharge to the storm drains, either directly or indirectly, are regulated through the storm water management program under this chapter:

1. Existing discharges and land uses that discharge to the storm drains, either directly or indirectly.

2. New development and redevelopment.

3. Storm water maintenance activities.

C. Requirements for Existing Discharges and Land Uses. If the city engineer determines that the discharges from an existing drainage control facility cause or contribute to an illicit discharge, a threat to public health and safety, or a violation of the city's municipal storm water NPDES permit or this chapter, the city engineer shall require the responsible party to implement and maintain operational BMPs in accordance with ~~Volume IV of~~ the SWMM. If the city engineer determines that the discharges causing or contributing to the problem cannot be adequately addressed by operational BMPs, the city engineer may require the responsible party to undertake more stringent or additional BMPs, which may include structural BMPs or other actions necessary to cease causing or contributing to the problem or violation.

D. Minimum Requirements for New Development and Redevelopment. New development and redevelopment activities are required to obtain city permits and shall comply with the following minimum requirements, in accordance with the city's municipal storm water NPDES permit and in accordance with the thresholds and requirements in the SWMM:

1. Preparation of a Storm Water Site Plan. All projects shall prepare a storm water site plan for review and approval by the city engineer or designee that identifies and describes how all storm water generated from a development activity will be managed on site. Stormwater site plans shall be designed in accordance with ~~Volume I, Chapter 3 of~~ the SWMM. Exception: Existing single-

family and duplex lots are exempt from this requirement when all of the following criteria are met:

a. The lot is located within a subdivision that was approved under storm water regulations in effect between January 1, 1987, and December 31, 2016; and

b. The lot can connect to an existing centralized storm water management system originally designed to collect storm water generated from the entire lot (e.g., house, driveway, patios, yard, etc.).

2. Preparation of a Construction Storm Water Pollution Prevention Plan for Erosion and Sediment Control. This plan shall be designed to comply with the requirements and purposes of the SWMM, this section, any other applicable sections of ACC Titles 15, 16, 17 and 18 and any departmental guidelines promulgated by the city engineer. The plan shall be designed, submitted and implemented to address the following:

a. Mark clearing limits;

b. Establish construction access routes and controls;

c. Control flow rates;

d. Install sediment controls;

e. Stabilize soils;

f. Protect slopes;

g. Protect storm drain inlets;

h. Stabilize channels and outlets;

i. Control pollutants;

j. Control dewatering;

k. Maintain BMPs;

l. Manage the project; and

m. Protect LID BMPs.

3. Source Control of Pollutants. Source control BMPs shall be selected, designed, applied and maintained in accordance with the SWMM and any departmental guidelines promulgated by the city engineer.

4. Preservation of Natural Drainage Systems. Natural discharges from the site shall be maintained, shall occur at the natural location to the maximum extent practicable, and must not cause a significant adverse impact downstream or down gradient.

5. On-Site Storm Water Management. Where appropriate, projects shall employ on-site storm water management BMPs to infiltrate, disperse, and retain storm water runoff on site to the maximum extent feasible without causing flooding, erosion, water quality or groundwater impacts. The city requires the use of low impact development (LID) principles and BMPs using the project thresholds, standards, and requirements presented in the SWMM to meet this minimum requirement. The city shall require low impact development (LID) designed in accordance with the SWMM.

6. Runoff Treatment. All projects that meet the thresholds for runoff treatment in ~~Volume I of~~ the SWMM shall provide water quality treatment in accordance with the SWMM. The use of emerging technologies for storm water treatment will be considered in accordance with ~~Volume V of~~ the SWMM.

7. Flow Control (Detention). All projects that meet the thresholds for flow control in ~~Volume I of~~ the SWMM shall provide flow control in accordance with the SWMM. Additionally, all projects shall address the need to provide water quality controls according to the design criteria as determined by the city engineer. The requirement for storm water detention will also be determined by pipe capacity and storm water discharge location, as provided in the SWMM.

8. Wetlands. Discharges to wetlands shall maintain the hydrologic conditions, hydrophytic vegetation, and substrate characteristics necessary to support existing and designed functions. Documentation shall be provided that identifies the methodology and data that supports these conclusions. The methodology shall be consistent with the most current accepted Washington State Department of Ecology standards. Wetland areas are also regulated by Chapter 16.10 ACC, Critical Areas.

9. Operations and Maintenance. An operation and maintenance (O&M) manual consistent with city engineering design and construction standards shall be provided for all proposed storm water facilities, and the BMPs and party (or parties) responsible for operation and maintenance shall be identified. A copy of the O&M manual shall be retained on site or within reasonable access to the site and shall be transferred with the property to the new owner.

10. Off-Site Analysis and Mitigation. All projects shall include an analysis of off-site water quality and quantity impacts resulting from the project and shall mitigate these impacts if necessary. The analysis shall extend a minimum of one-fourth of a mile downstream from the project. The city engineer may require that the analysis shall extend further if deemed necessary. The existing or potential impacts to be evaluated and mitigated under this section shall include, but are not limited to:

a. Impacts on conveyance system capacity;

b. Localized flooding;

c. Aquatic habitat (wetlands) impacts;

d. Erosion impacts, including landslide hazards;

e. Stream bank and channel erosion; and

f. Impacts to known water quality or erosion problems.

11. Geographic Specific Requirements. Projects may be subject to equivalent or more stringent minimum requirements for erosion control, source control, treatment, wetlands protection, and operation and maintenance, and alternative requirements for flow control as a result of location, in accordance with ~~Volume I of~~ the SWMM.

**13.48.230 Connections.**

A. Required Connections. All non-single-family residential building permits shall be subject to a mandatory connection to a public storm drainage system where the development has the potential to negatively impact public or private property or receiving waters as determined by the city or whenever an existing public system is available adjacent to the site or where the public system is required to be constructed adjacent to the property as a condition of development.

B. Existing Connections. Properties that apply for a building permit to make an addition, alteration or repairs that have 2,000 square feet or more of new or new plus replaced hard surfaces or land disturbing activity of 7,000 square feet or more must comply with the applicable Minimum Requirements for Redevelopment as given in ~~Volume I of~~ the SWMM. All redevelopment shall be required to comply with Minimum Requirement No. 2 (Construction Storm Water Pollution Prevention). All redevelopment that exceeds these thresholds shall be required to comply with additional Minimum Requirements as given in ~~Volume I of~~ the SWMM.

# AGENDA BILL APPROVAL FORM

**Agenda Subject:**
Ordinance No. 6847 (Gaub)

**Date:**
January 11, 2022

**Department:**
Public Works

**Attachments:**
Ordinance No. 6847
Exhibit A
Vicinity Map

**Budget Impact:**
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

**Administrative Recommendation:**

City Council introduce and adopt Ordinance No. 6847

**Background for Motion:**

Ordinance 6847 modifies the City Code to close portions of M Street NW and 29th Street NW to vehicular and non-motorized access with certain exceptions. This closure is needed to prevent illegal dumping that has the potential to threaten adjacent environmentally sensitive areas.

**Background Summary:**

Ordinance 6847 modifies Chapter 10.28 of the Auburn City Code to restrict the public rights-of-way on M Street NW from approximately the 1600 block of M Street NW to 29th Street NW and on 29th Street NW from M Street NW to the Mill Creek Crossing (Subject Roadways). This ordinance was discussed at the January 10, 2022 City Council Study Session. The Subject Roadways provide access to properties and utilities that do not currently require, or benefit from, general public access. Additionally, the Subject Roadways crossing at Mill Creek is closed due to its condition and as such, provides no connectivity to the City street network or public access benefit. The Subject Roadways have been used to illegally dump inoperable vehicles, trash, and other waste material in, and adjacent to, the public rights-of-way and the illegal dumping has presented an on-going potential threat to the sensitive environmental areas along the Subject Roadways. Clean-up of the dumped waste material on, and along, the Subject Roadways is of significant financial cost to the City and adjacent property owners. Very low traffic volumes and the isolated nature of the Subject Roadways has made it very difficult for the City and adjacent property owners to dissuade or prevent the illegal dumping. City staff recommends that it is in the public interest to close the Subject Roadways to all vehicular and non-vehicular traffic except for the purpose of accessing utilities and properties by their owners and authorized guests in order to address the issue of illegal dumping. The closure has been discussed with owners of property and utilities for which the City has contact information available and the City heard support from them all. One of the property owners has volunteered to construct a gate across the closed roadway at its own cost. If the ordinance is adopted, City staff will work with that property owner to permit and construct the gate for which keyed access would be made available to the City, emergency services, property owners, and utilities requiring access to the closed roadways.

**Reviewed by Council Committees:**

| | | | |
|---|---|---|---|
| **Councilmember:** | Stearns | **Staff:** | Gaub |
| **Meeting Date:** | January 18, 2022 | Item Number: | ORD.C |

**ORDINANCE NO. 6847**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO RESTRICTIONS AND LIMITATIONS OF PUBLIC RIGHT-OF-WAY USE AND REVISING CHAPTER 10.28 OF THE AUBURN CITY CODE (ACC)

WHEREAS, the City has authority over its public rights-of-way, and as such has the authority to restrict and limit their use; and

WHEREAS, the roadways of M Street NW, from approximately the 1600 block of M Street NW to 29th Street NW, and 29th Street NW from M Street NW to the Mill Creek Crossing ("Subject Roadways") are within the public rights-of-way; and

WHEREAS, the Subject Roadways provide access to properties and utilities that do not currently require, or benefit from, general public access; and

WHEREAS, the Subject Roadway crossing at Mill Creek is closed and as such, provides no connectivity to the City street network or public access benefit; and

WHEREAS, the Subject Roadways have been used to illegally dump inoperable vehicles, trash, and other waste material in, and adjacent to, the public rights-of-way; and

WHEREAS, the illegal dumping has presented an on-going potential threat to the sensitive environmental areas along the Subject Roadways; and

WHEREAS, clean-up of the dumped waste material on, and along, the Subject Roadways is of significant financial cost to the City and adjacent property owners; and

WHEREAS, very low traffic volumes and the isolated nature of the Subject Roadways has made it very difficult for the City and adjacent property owners to dissuade or prevent the illegal dumping; and

WHEREAS, it is in the public interest to close the Subject Roadways to all vehicular and non-vehicular traffic except for the purpose of accessing utilities and properties by their owners and authorized guests in order to address the issue of illegal dumping.

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

**Section 1. Amendment to City Code.** Chapter 10.28 of the Auburn City Code is amended to read as shown in Exhibit A.

**Section 2. Implementation.** The Mayor is authorized to implement those administrative procedures necessary to carry out the directives 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 of it to any person or circumstance, will 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 will take effect and be in force five days from and after its passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Kendra Comeau, City Attorney

Published: _____

# Chapter 10.28
# STREET USE RESTRICTIONS

## 10.28.010 Imposition of right-of-way limitations.

The following public highways, roads, streets, sidewalks, alleys and rights-of-way within the city are restricted as indicated:

A. "B" Street Southeast, northerly of the first alley south of East Main Street and extending north to East Main Street, shall be a pedestrian facility, as defined in ACC 12.02.060(M), and shall be closed to all vehicular traffic of any type or kind other than wheelchairs or similar devices used by disabled persons or persons needing the use of such devices, and except for emergency vehicles when responding to an emergency.

B. ~~Reserved.~~ "M" Street Northwest, northerly of the driveway serving 1802 "M" Street Northwest and extending north to 29th Street Northwest and 29th Street Northwest, from M Street Northwest extending east approximately 760 feet to the Mill Creek crossing, shall be closed to all vehicular and non-motorized traffic of any kind except for the purpose of accessing utilities and properties by their owners and authorized guests. The City of Auburn and emergency service providers and emergency vehicles are permitted to access the rights-of-way at any time.

C. Reserved. (Ord. 5902 § 2, 2005.)

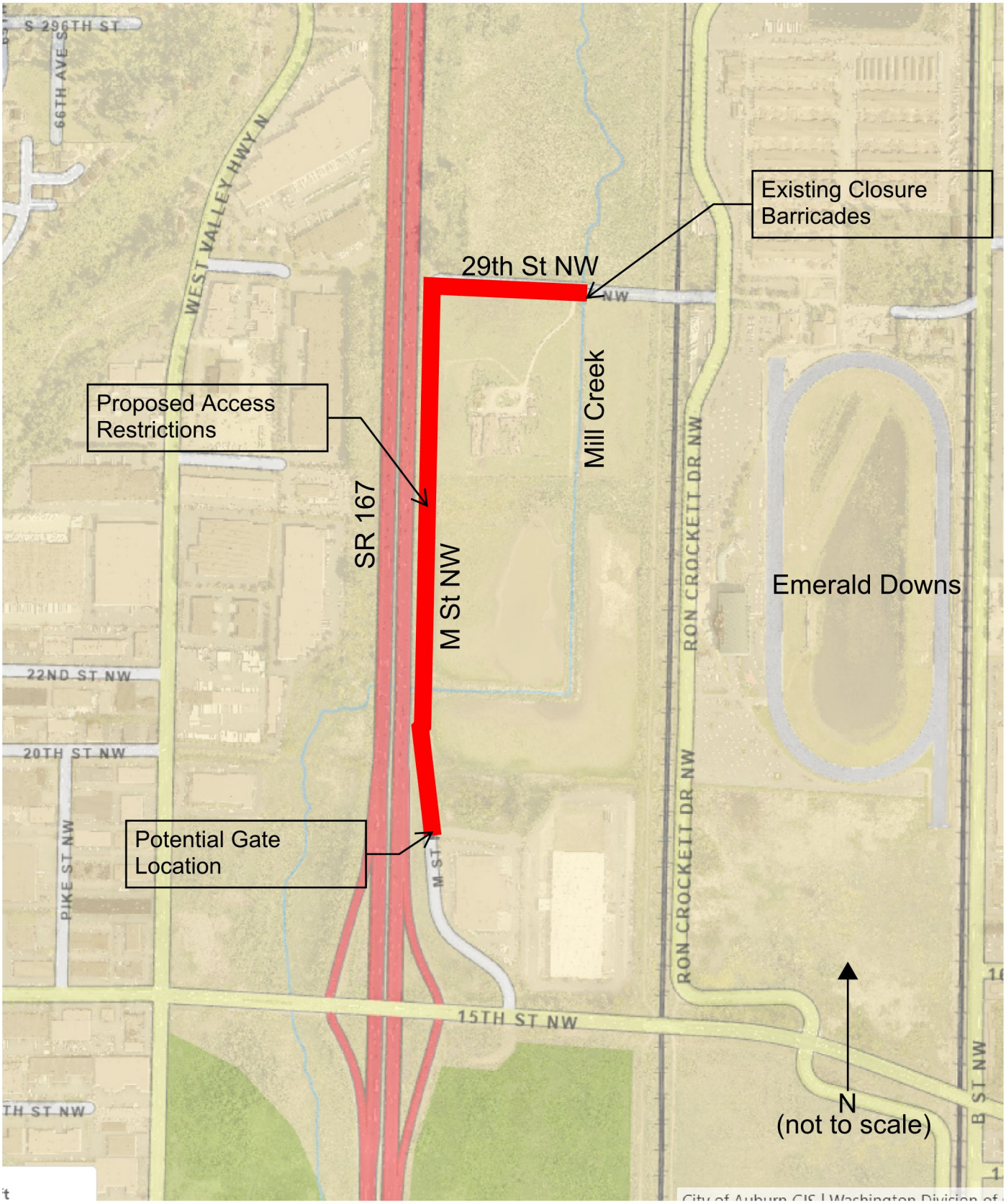
## 10.28.020 Notice of restriction and signing.

The city engineer shall erect, or cause to be erected and maintained, signs, gates, and/or barricades designating the limitations and restrictions set forth in ACC 10.28.010. (Ord. 5902 § 2, 2005.)

## 10.28.030 Violation – Penalty.

When any public highway, road, street, sidewalk, alley or right-of-way within the city's jurisdiction is either closed or restricted as to use, as provided in this chapter, any person, firm or corporation disregarding such closure or restriction of use shall be guilty of a misdemeanor, and shall in addition to any criminal penalty for violation of provisions of this chapter be liable in any civil action instituted in the name of the city of Auburn for any damages occurring to any public highway, road, street or thoroughfare within the city's jurisdiction as a result of disregarding such closure or use restriction. (Ord. 5902 § 2, 2005.)

# Ordinance 6847 - M St NW/29th St NW Restrictions



# AGENDA BILL APPROVAL FORM

**Agenda Subject:**
Resolution No. 5614 (Faber)

**Date:**
January 12, 2022

**Department:**
Parks/Art and Recreation

**Attachments:**
Resolution No. 5614
Agreement

**Budget Impact:**
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

**Administrative Recommendation:**

City Council to adopt Resolution No. 5614.

**Background for Motion:**

Accept and appropriate two King County Grants for the acquisition of the Mill Creek Assemblage Parcels. King County Conservation Futures Grant in the amount of $83,050 and King County Cooperative Watershed Management Grant in the amount of $83,050.

**Background Summary:**

In 2021 the City was awarded King County Grants from two separate grant programs for the purchase of an assemblage of parcels currently referred to as the Mill Creek Assemblage. The purpose of the acquisitions is for future salmon habitat improvements identified by King County as priority habitat associated with Mill Creek, a salmon bearing stream.

Budget Impacts:

This acquisition has no City budget impacts. The two different grants were leveraged against each other to cover the City match requirements so no City funding is needed for the acquisitions.

**Reviewed by Council Committees:**

**Councilmember:** Jeyaraj
**Staff:** Faber
**Meeting Date:** January 18, 2022
Item Number: RES.A

**RESOLUTION NO. 5614**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE CITY TO EXECUTE A GRANT AGREEMENT AND AN AMENDMENT TO THE CONSERVATION FUTURES INTERLOCAL COOPERATION AGREEMENT BOTH WITH KING COUNTY AND BOTH FOR THE PURPOSE OF ACCEPTING FUNDS IN THE AMOUNT OF $83,050.00 FOR ACQUIRING PROPERTIES TO BE USED FOR FUTURE SALMON HABITAT IMPROVEMENT, AND TO APPROPRIATE THE SAME

WHEREAS, City staff works closely with King County and WRIA 9 staff to identify and target real estate acquisitions for future salmon habitat improvements in Auburn,

WHEREAS, to acquire property for future salmon habitat, the City applied for two King County grants, one from the Conservation Futures program and one from the Cooperative Watershed Management program; and.

WHEREAS, the King County Conservation Futures program has awarded to the City a grant in the amount of Eighty-Three Thousand and Fifty Dollars ($83,050.00); and

WHEREAS, section 8.2 of the Conservation Futures Interlocal Agreement (ILA) for open space acquisition between the City of Auburn and King County requires that prior to dispersal of the funds each agency amend the ILA to reflect the new award; and

WHEREAS, the King County Council passed Ordinance 9128 adopting an ILA appropriating $83,050.00 of Conservation Futures levy funds to the City; and

WHEREAS, King County Cooperative Watershed Management awarded to the City a grant in the amount of Eighty Three Thousand and Fifty Dollars ($83,050.00); and

WHEREAS, the Cooperative Watershed Management grant award is contingent upon the City entering into an Agreement of Award of Grant Funds with King County; and

WHEREAS, the funding from each of the two King County grant programs will provide the match for the other so no City funding is required to acquire the 7.33 acre subject properties; and

WHEREAS, the subject properties are ecological sensitive areas that contain a portion of the banks of Mill Creek, a salmon bearing tributary to the Green River.

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

**Section 1. Acceptance.** The City of Auburn City Council expresses its support for the use of grant funding for the acquisition of properties for future salmon habitat improvement projects associated with Mill Creek, and hereby authorizes the Mayor of the City of Auburn to accept and appropriate the King County Cooperative Watershed Management and Conservation Futures grant funds, in the total sum of $166,100.00, and to execute both the agreement attached as Exhibit A, concerning the Cooperative Watershed Management grant funds, and the ILA attached as Exhibit B, concerning the Conservation Futures grant funds.

**Section 2. Implementation.** The Mayor of the City of Auburn is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this resolution.

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

Dated and Signed: _____

CITY OF AUBURN

_____

NANCY BACKUS, MAYOR

ATTEST:

_____

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____

Kendra Comeau, City Attorney

# AGREEMENT FOR AWARD OF COOPERATIVE WATERSHED MANAGEMENT GRANT FUNDS BETWEEN THE CITY OF AUBURN AND KING COUNTY

This Agreement is made between King County, a municipal corporation, and the City of Auburn ("Recipient"), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **June 30, 2023**.

Primary Contact for King County: Kim Harper, Grant Administrator, 206-477-6079, Kim.harper@kingcounty.gov.

Primary Contact for Recipient: Jamie Kelly, Park Planning and Development Manager, 253-931-4011, Jwkelly@auburnwa.gov.

## SECTION 1. RECITALS

1.1 Whereas, the King County Flood Control District ("District") is a quasi-municipal corporation of the State of Washington, authorized to provide funding for cooperative watershed management arrangements and actions for purposes of water quality, water resource, and habitat protection and management;

1.2 Whereas King County is the service provider to the District under the terms of an interlocal agreement ("ILA") by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget;

1.3 Whereas, the Board of Supervisors of the District (the "Board"), the District's governing body, passed Resolution FCD 2020-22 on November 4, 2020, authorizing the King County executive or his designee to develop and administer a grant award program of up to $9,762,382 in 2021 for water quality, water resources and habitat restoration and management projects and activities in King County, provided that the project list is approved by the Board;

1.4 Whereas, in accordance with Resolution FCD2012-07.2 and in its capacity as service provider to the District, King County has established a grant award program, called the Cooperative Watershed Management Award Program, to fund water quality, water resources and habitat restoration and management projects and activities;

1.5 Whereas, the Recipient submitted an application to its respective WRIA forum or committee for the Project, as described in Exhibit A attached hereto and incorporated herein by this reference, and that body has recommended the Project for funding under the Cooperative Watershed Management Grant Program in accordance with King County's Cooperative Watershed Management Grant Program Policies and Procedures, a copy of which has been furnished by King County to the Recipient and which are incorporated herein by this reference ("Grant Policies and Procedures");

1.6 Whereas the District's Board of Supervisors has received a list of proposed projects that includes the Project, and the Board of Supervisors, in Resolution FCD2021-07, has approved the Project for funding up to the amount of **$83,050**;

1.7 Whereas King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scope of Work, attached hereto and incorporated herein as Exhibit B ("Scope of Work"), and the Budget, attached hereto and incorporated herein as Exhibit C ("Budget Summary"), are consistent with the Grant Policies and Procedures;

1.8 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with the Policies and Procedures, and the Recipient will implement the Project.

## SECTION 2. AGREEMENT

2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.

2.2. King County agrees to award the Recipient an award in the total amount of **$83,050** from District funds (the Award). The Award shall be used by the Recipient solely for the performance of the Project. King County shall pay the Recipient in accordance with the Grant Policies and Procedures.

2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budget. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scope of Work and issuance of the Final Report, as further described below.

2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) The activities are specified in the Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budget of this Agreement; 4) such activities and expenses otherwise comply with all other terms of this Agreement; and 5) such activities and expenses do not occur prior to the date the grants were approved by the District and reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.

2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form for those documented and allowable expenses identified in the Budgets and according to the rules set forth in the Grant Policies and Procedures. Blank forms shall be provided to the Recipient by King County upon

execution of this Agreement. Progress reports for each project (with or without requests for payment) shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form shall be submitted with all payment requests. A one-time advance may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scope of Work of this Agreement, and identified as such in the Request for Payment. The amount of the advance may not exceed 25% of the total award amount. Documentation of payments made from advances shall be submitted to King County prior to any further requests for payment.

2.6. The Recipient shall be required to submit to King County a final report which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report may be submitted on the Close-out Report form unless a more detailed final report is specified in the scope of work. A blank Close-out Report form shall be provided to the Recipient by King County upon execution of this Agreement. The final report shall include a summary of the Project's successes and shall address the watershed benefits accomplished by the work.

2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.

2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.

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

2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.

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

2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property arising out of any acts or omissions of the Recipient, its employees, agents, contractors or subcontractors in performing its obligations under the terms of this Agreement.

2.13. The Recipient agrees to acknowledge the District as a source of funding, and the WRIA as a funding partner, for the Project on all printed, online, and electronic documents; signage or press releases; audio-visual materials; or any other materials produced in association with the Project. Grant recipients shall submit documentation of acknowledgement activities with their final reporting documents.

## SECTION 3. GENERAL PROVISIONS

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

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

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

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

3.5. The Project shall be completed by no later than **June 30, 2023**. In the event that the Project is not completed by this date, King County has the discretion, but not the obligation to terminate this Agreement and retain any unexpended Award funds.

3.6. This Agreement may be signed in multiple counterparts.

3.7. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.

3.8. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the King County Council, King County's obligations are contingent upon the appropriation of sufficient funds by the King County Council to complete the Scope of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

| **KING COUNTY:** | **RECIPIENT:** |
|---|---|
| **By**_____ | **By**_____ |
| **Name**_____ | **Name**_____ |
| **Title**_____ | **Title**_____ |
| **Date**_____ | **Date**_____ |

## EXHIBIT A: PROJECT DESCRIPTION

| Project | Recipient | Description | Leverage | Award |
|---|---|---|---|---|
| Mill Creek Assemblage | City of Auburn | The City will use this grant as a match to 2021 King County Conservation Futures funding to acquire an assemblage of parcels located along Mill Creek totaling 7.33 acres. The acquisition area would accommodate future riparian habitat improvements associated with Mill Creek, which is identified as a Tier 1 Project: LG-8 in the 2020 Salmon Habitat Plan. | $83,050 | $83,050 |

**Project Location:** Mill Creek is a left bank tributary that flows into the Lower Green River (LG) at River mile 23.7. The project area is located along Mill Creek approximately 2 miles upstream of the confluence with the Green River.

## EXHIBIT B: SCOPE OF WORK

| Task Title | Task Description (Include Activities and Deliverables) | Estimated Percent of Total Budget | Month/Year Task will be Completed |
|---|---|---|---|
| **Task 1: Project Administration (Required)** | Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request. This task will be completed by City staff. | 0% | August 2022 |
| **Task 2: Acquire Parcels** | Negotiate sales price with current property owners and complete the process for acquiring the parcels proposed for acquisition. The City has a Real Property Analyst on staff who will provide support and take the lead on executing purchase and sales agreements. | 100% | July 2022 |

## EXHIBIT C: BUDGET SUMMARY

| Budget Item | Grant Request |
|---|---|
| Real Estate-Related Costs | $83,050 |
| **TOTAL** | **$83,050** |

# AGENDA BILL APPROVAL FORM

**Agenda Subject:**
Resolution No. 5615 (Comeau)

**Date:**
January 10, 2022

**Department:**
City Attorney

**Attachments:**
Resolution No. 5615
Agreement
Mill Creek Property PowerPoint

**Budget Impact:**
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

**Administrative Recommendation:**

approve Resolution No. 5615

**Background for Motion:**

Purchasing of these properties will allow for the conservation and future improvement to Mill Creek and the ecosystem it provides. The City will also be reimbursed by King County for the acquisition costs of these properties.

**Background Summary:**

Prior to voting on Resolution 5615, Auburn City Council will be asked to vote on Resolution 5614 which allows the City to accept and allocate grant funds from King County Conservation Futures and Cooperative Watershed Management programs. These are reimbursable grants with which funds are to be used for the purchase of real property that will aid in the conservation and future habitat improvements to Mill Creek.

These properties are part of two separate but adjoining short plats (Sp-2-81 and SP-3-81) located in northwest Auburn. The City currently owns two of the four properties in short plat SP-2-81. Approving Resolution 5615 and 5616 will allow the City to purchase the two remaining properties in SP-2-81 and two of the four properties that make up SP-3-81 along with all divided interests in Tracts A & B of the short plats.

The properties are raw land covered with grass vegetation. Mill Creek wanders through the south and western portion of Sp-3-81. Purchasing these properties the will ensure that this portion of Mill Creek will be protected from future development and securing the right of access for future habitat improvements in this location.

**Reviewed by Council Committees:**

**Councilmember:** Baggett
**Staff:** Comeau
**Meeting Date:** January 18, 2022
Item Number: RES.B

**RESOLUTION NO. 5615**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR PURCHASE AND SALE BETWEEN THE CITY OF AUBURN AND DIAMOND J. INVESTMENTS, LLC FOR REAL PROPERTY

WHEREAS, with the passing of Resolution 5614, Auburn City Council authorized the City to accept and appropriate grant funds from King County Conservation Futures and Cooperative Watershed Management; and

WHEREAS, the purpose of those grant funds described in Resolution 5614 is for the purchase of real property to be used for future habitat improvements associated with Mill Creek; and

WHEREAS, the City seeks to purchase property located near the intersection of 44th St NW and I St NW in northwest Auburn, generally depicted in Exhibits "A-1" (Vicinity Map) & "A-2" (Mill Creek Assemblage) with King County Conservation Futures to be used for future habitat improvements associated with Mill Creek.

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

**Section 1.** The Mayor is authorized to execute a Contract for the Purchase of the real property legally described in Exhibit "B" between the City and Diamond J. Investments, LLC in substantial conformity with the purchase contract attached as Exhibit "C".

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

**Section 3.** This resolution shall be in full force and effect upon passage and signatures.

Dated and Signed this _____ day of _____, 2022.

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Kendra Comeau, City Attorney

# PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agr eement") is entered into as of the _____ day of _____, 2022 ("Effective Date"), by and between the **City of Auburn**, a Washington municipal corporation ("City" or "Buyer"), and **Diamond J. Investments LLC**, an Oregon Limited Liability Company ("Seller"). Seller and Buyer are collectively referred to as the "Parties."

## RECITALS

A. Seller owns certain real property created by Auburn Short Plat SP-2-81and SP-3-81, REC# 8201260641 in Auburn, Washington, also known as King County Parcel Nos. 936000-0011, 12, 15 & 17 (collectively the "Subject Property"), legally described in attached **Exhibit A**.

B. Seller wishes to sell, and Buyer wishes to buy, the Subject Property owned by Seller described in **Exhibit A** along with any interest Seller has in Tract A & B of SP-2-81 and SP-3-81.

C. Buyer intends to use grant funds from the King County Conservation Futures and King County Cooperative Watershed Management grant programs for the purchase of the Subject Property.

## AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which the Parties mutually acknowledge, Buyer and Seller agree as follows:

1. **Certain Defined Terms**. For purposes of this Agreement, the following capitalized terms in this Agreement will have the following definitions:

1.1 "Closing" or "Close of Escrow" means the recordation of the Deed in the Official Records and Seller's receipt of the Purchase Price.

1.2 "Closing Date" means the date which is thirty (30) days after the expiration or waiver of the due diligence and feasibility review period, but a date not to exceed May 31, 2022, but which may be extended pursuant to Section 5.

1.3 "Deposit" means an amount of Two thousand five hundred dollars ($2,500), plus any other amounts designated as a Deposit in this Agreement.

1.4 "Escrow" means the escrow opened with Escrow Agent for the consummation of the transaction described in this Agreement.

1.5 "Escrow Agent" means Ticor Title Company, located at: 33400 9th Ave S. #102 Federal Way, WA 98003.

1.6 "Official Records" means the official real property records of King County, Washington.

1.7 "Permitted Exceptions" has the meaning as set forth in Section 6.1 below.

1.8 "Purchase Price" has the meaning as set forth in Section 3.

1.9 "Title Company" means Ticor Title Company.

1.10 "Title Policy" means the then current Buyer-purchased standard coverage ALTA owner's policy of title insurance issued by the Title Company to Buyer with coverage in the amount of purchase price, showing title to the Subject Property vested in Buyer subject only to the Permitted Exceptions.

2. **Purchase and Sale**. Buyer agrees to buy, and Seller agrees to sell, the Subject Property legally described in **Exhibit "A"**, and any and all interest in Tracts A & B the Seller may have on the terms and conditions set forth in this Agreement.

3. **Purchase Price; Cash Payment.** The Purchase Price is **One Hundred Six Thousand Five Hundred Dollars and no cents ($106,500.00)**, which will be payable in full at Closing. The Deposit will be applied to the Purchase Price due at Closing. The Purchase Price payment by Buyer will be via wire transfer of collected federal funds.

4. **Earnest Money Deposit**. On execution of this Agreement, Buyer will deposit with Escrow Agent **Two Thousand Five Hundred Dollars and no cents ($2,500.00)** in cash (the "Deposit"), which the Escrow Agent will hold as an earnest money deposit for this transaction. The Deposit will be held in Escrow and applied or disposed of by the Escrow Agent based on the terms of this Agreement. The Deposit will not be refunded and will become property of Seller upon expiration of Buyer's Due Diligence and Feasibility period.

5. **Due Diligence and Feasibility**. Due Diligence and Feasibility Period. Buyer shall have the right for a period of **two months** from the Effective Date of this Agreement (the "Due Diligence Period") to conduct Buyer's due diligence and feasibility review, examination and inspection of all matters pertaining to its acquisition of the Subject Property, including such inspections, tests, and surveys as Buyer deems appropriate to determine the suitability of the Subject Property for Buyer's intended use. Buyer is solely responsible to determine its ability to use the Subject Property for its intended use and is solely responsible for submitting all necessary applications for City, State, and Federal permits necessary to determine feasibility. If, based upon Buyer's review, examination and inspection, Buyer determines in its sole discretion that it intends to acquire the Subject Property, then Buyer shall promptly notify Seller of such determination in writing prior to

the expiration of the Due Diligence Period and the Deposit will become nonrefundable (except as otherwise provided herein), and the Parties will proceed to Closing. In the event that Buyer fails to deliver such notice to Seller on or before the expiration of the Due Diligence Period, Buyer will be deemed to be satisfied and to have waived its right to terminate this Agreement pursuant to this subsection. If Buyer timely and affirmatively advises Seller in writing of its dissatisfaction based on its Due Diligence review, then this Agreement automatically terminates, the Parties' rights under this Agreement shall be of no further force or effect and the Deposit will be returned to Buyer.

6. **Title Policy**. Promptly after mutual execution of this Agreement, Buyer will obtain a standard coverage preliminary title insurance commitment covering the Subject Property from the Title Company (the "Commitment"). The Title Company will be instructed to deliver a copy of the Commitment and copies of exceptions to Buyer, Seller, and the Parties' respective counsel. Approval by Buyer of the exceptions to title set forth in the Commitment (other than as hereinafter set forth) will be a condition precedent to Buyer's obligation to purchase the Subject Property. Unless Buyer gives written notice that it disapproves the exceptions to title shown on the Commitment (other than the exceptions to title approved by Buyer and described in Section 6.1 below), stating the exceptions so disapproved, within ten (10) days after the date of delivery of the Commitment to Buyer, Buyer will be deemed to have approved such exceptions. If Buyer disapproves any title exceptions, Seller will have a ten (10) day period after its receipt of Buyer's written notice of disapproval of the same within which to provide written notice to Buyer as to which of such disapproved title exceptions Seller will remove (or cause to be removed) from title; provided, however, that Seller will not be required to actually remove such exception(s) until Closing. If, for any reason, Seller's notice given pursuant to the immediately preceding sentence does not covenant to remove all of Buyer's disapproved title exceptions at or prior to Closing, Buyer has the right to terminate this Agreement by written notice to Seller and Escrow Agent given within ten (10) days after the earlier of the expiration of such ten (10) day period or the date Seller informs Buyer that it does not intend to remove the disapproved items (the "Termination Notice"). Buyer's failure to deliver the Termination Notice within such ten (10) day period will be deemed Buyer's approval of any such previously disapproved title exception. If Buyer delivers the Termination Notice within such ten (10) day period, the obligation of Seller to sell, and Buyer to buy, the Subject Property will terminate.

6.1 Permitted Exceptions. In addition to such other exceptions to title as may be approved by Buyer pursuant to the provisions of Section 6 above, Buyer shall accept title to the Subject Property subject to the following (collectively, the "Permitted Exceptions"):

The printed exceptions which appear in the then current ALTA form standard coverage owner's policy of title insurance issued by Title Company in the State of Washington; and items created by, or on behalf of, Buyer.

7. **Buyer's Right of Entry**. Buyer, and its agents and consultants, at Buyer's sole expense and risk, may enter the Subject Property during the term of this Agreement for the purpose of Buyer's due diligence and feasibility study of the Property. Buyer will (a) exercise care at all times on or about the Subject Property, and (b) take precautions for the prevention of injury to persons or damage to property on or about the Subject Property. Any physical alteration of the Subject Property in connection with Buyer's study will be restored by Buyer immediately upon demand by Seller, at Buyer's sole expense. Buyer indemnifies Seller against any loss, damage, or claim resulting from Buyer's inspections and tests. Buyer is not Seller's agent in connection with such activities and has no authority to allow any liens to encumber the Subject Property. Buyer shall keep the Subject Property free from all mechanics', materialmen's and other liens, and all claims , arising from any work or labor done, services performed, or materials and supplies furnished in with Buyer's actions in the exercise of its right of entry on the Subject Property and Buyer will maintain all insurance as required by Seller with respect to activities on the Subject Property.

8. **Closing**.

8.1 Time for Closing. This purchase and sale will be closed in the office of Escrow Agent on the Closing Date. Buyer and Seller will place in Escrow with Escrow Agent all instruments, documents and monies necessary to complete the sale under this Agreement. Funds held in Escrow pursuant to Escrow instructions will be deemed, for purposes of this definition, as available for disbursement to Seller. Neither party needs to be physically present at the Closing.

8.2 Closing Costs.

8.2.1 Seller's Costs. Associated with the sale and conveyance Seller will pay; (a) Seller's share of prorations, if any, and (b) Sellers own legal fees and fees of its own consultant, if any.

8.2.2 Buyer's Costs. Buyer will pay all costs associated with the sale and conveyance of the Subject Property, including but not limited to: (a) the full escrow fees and costs, (b) all premiums charged for the Title Policy and any additional endorsements or coverage Buyer may require, including applicable sales tax, (c) the recording fees for the Deed; and (d) Buyer's share of prorations, if any (d) real estate excise taxes.

8.2.3 Other Costs. All other costs and expenses will be Buyer's obligation.

8.2.4 Real Property Taxation. Seller will be responsible for all real property taxes due and owing prior to the Closing.

8.3 Closing Documents.

8.3.1 Seller's Documents. At Closing, Seller will deliver to Escrow Agent the following instruments and documents:

a. An executed and acknowledged Statutory Warranty Deed acceptable to Buyer;
b. The executed real estate excise tax affidavit to accompany the Deed; and
c. An executed nonforeign person affidavit in the form required under Section 1445 of the Internal Revenue Code.

8.3.2 Buyer's Documents. At Closing, Buyer shall deliver to Escrow Agent the following funds, instruments and documents:

a. The balance of the Purchase Price in accordance with Section 3; and
b. An executed real estate excise tax affidavit.

**9. Possession**. Buyer will be entitled to possession of the Subject Property upon Closing.

**10. Representations and Warranties**.

10.1 Seller's Representations and Warranties. In addition to any other representations or warranties of City elsewhere in this Agreement, Seller represents and warrants to Buyer now, and as of the Date of Closing, that:

10.1.1 Authority. Seller has full power and authority to execute this Agreement and perform Seller's obligations and all necessary action to authorize this transaction has been taken, except as specifically provided herein.

10.1.2 Hazardous Substances. Seller has not received notification of any kind from any governmental agency suggesting that the Subject Property is or may be targeted for a Hazardous Substances cleanup; to the best of Seller's knowledge the Subject Property has not been used (a) for the storage, disposal or discharge of oil, solvents, fuel, chemicals or any type of toxic, dangerous, hazardous or biological waste or substance (collectively, "Hazardous Substances"), or (b) as a landfill or waste disposal site; to the best of Seller's knowledge the Subject Property has not been contaminated with any Hazardous Substances; and (c) to the best of Seller's knowledge, there are no underground storage tanks on the Subject Property. Buyer agrees to waive Seller's Disclosure Statement under RCW 64.06.010 with the exception of item 6 "Environmental" under RCW 64.06.013 which Seller shall deliver to Buyer within five (5) business days following execution of this Agreement. A blank copy of the Environmental Section of Seller's Disclosure Statement is attached as **Exhibit B** for reference. Prior to closing, Buyer will be responsible to evaluate the property for Hazardous Substances and Seller will be given the opportunity, but will not be obligated, to remediate any concerns brought to the attention of environmental authorities.

10.1.3 Buyer's Representations and Warranties. In addition to any other representations and warranties of Buyer elsewhere in this Agreement, Buyer represents and warrants to Seller now, and as of the Date of Closing, that (a) Buyer has full power to execute, deliver and carry out the terms and provisions of this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; and (b) the individual executing this Agreement on behalf of Buyer has the authority to bind Buyer to the terms and conditions of this Agreement.

10.1.4 "As is" condition of Subject Property. The Purchase Price reflects that Buyer is purchasing the Subject Property "as is," "where is," and "with all faults," except to the extent of representations and warranties specifically made by Seller or in the Statutory Warranty Deed or other documents to be delivered by Seller at Closing.

## 11. Maintenance of Subject Property; Risk of Loss, Condemnation.

11.1 Maintenance of Subject Property. From the date of this Agreement until the Closing Date (or any earlier termination of this Agreement), Seller agrees to maintain the Subject Property in substantially the same condition existing as of the Effective Date, ordinary wear and tear, damage by casualty excepted.

11.2 Risk of Loss; Condemnation. Risk of loss of or damage to the improvements on the Subject Property will be borne by Seller at all times until the Closing Date and no event of casualty or damage shall affect the parties' obligations under the Agreement or the Purchase Price, however, Buyer will have the right to receive any insurance proceeds due Seller in connection with any casualty or damage and Seller covenants to maintain commercially reasonable casualty insurance in place with respect to the Subject Property at all times prior to Closing. Seller shall promptly notify Buyer of any condemnation or eminent domain proceeding which affects or may affect the Subject Property. In the event of any condemnation or eminent domain proceeding by any entity other than City, or a deed in lieu of or under threat thereof, which affects a material portion of the Subject Property, Buyer may elect either to terminate this Agreement, or to purchase the Subject Property in the condition existing on the Closing Date without adjustment of the Purchase Price.

## 12. Default.

12.1 Time of Essence. Time is of the essence for this Agreement.

12.2 Seller's Remedies for Buyer's Default or Failure to Close. If Buyer fails, without legal excuse, to complete the purchase of the Subject Property in accordance with this Agreement, Seller's sole and exclusive remedies shall be to retain the Deposit as liquidated damages. Buyer expressly agrees that the retention of the Deposit by Seller represents a reasonable estimation of the damages in the event of Buyer's default and failure to close, that actual damages may be difficult to ascertain, and that this provision

does not constitute a penalty. In this respect, Buyer and Seller acknowledge that these damages have been specifically negotiated between Buyer and Seller and will compensate Seller for delaying the eventual sale of the Subject Property and to compensate Seller or its costs and expenses associated with this Agreement.

12.3 Buyer's Remedies for Seller's Default. If Seller fails to complete the sale of the Subject Property in accordance with this Agreement, Buyer's remedy will be to terminate this Agreement or to seek specific performance.

**13. Notices**. All notices, demands and other communications required or permitted to be given shall be in writing and shall be sent by personal delivery (including by means of professional messenger or courier service) or registered or certified mail, postage-prepaid, return-receipt requested, or by electronic mail (email) at the addresses provided. Notice shall be deemed to have been given if personally delivered or sent by electronic mail (email), upon receipt, if sent by mail, two (2) days after duly placed in the U.S. Mail to all of the addresses designated for such party.

The Parties' respective addresses for notices are as follows:

| | |
|---|---|
| If to City: | City of Auburn<br>Real Estate Division<br>25 West Main Street<br>Auburn, WA 98001-4998<br>Attn: Josh Arndt<br>Email: jarndt@auburnwa.gov |
| With copies to: | City Attorney's Office<br>City of Auburn<br>25 West Main Street<br>Auburn, WA 98001-4998<br>Attn: City Attorney<br>Email: kcomeau@auburnwa.gov, druth@auburnwa.gov |
| If to Seller: | Diamond J. Investments, LLC<br>Brad Johnson, its -<br>32113 S Palmer Rd<br>Molalla, OR 97038<br>503.819.4173<br>Bradj3176@canby.com |

Notice of change of address shall be given by written notice in the manner detailed in this Section.

## 14. General.

14.1. Entire Agreement. This is the entire Agreement of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers must be in writing. No waiver of any right or remedy in the event of default will constitute a waiver of such right or remedy in the event of any subsequent default. Venue for disputes under this Agreement is the Superior Court of King County, Washington.

14.2 Choice of Law. This Agreement will be governed by the laws of the State of Washington.

14.3 No Third Party Beneficiaries/Severability. This Agreement is for the benefit only of the Parties and shall inure to the benefit of and bind the heirs, personal representatives, successors and permitted assigns of the parties. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.4 Survival of Rights, Duties, and Obligations. The Parties' rights, duties, covenants, and obligations shall survive Closing and the expiration or earlier termination of this Agreement.

14.5 Indemnification. From and after Closing, and for a period of ten (10) years from the Closing Date, Seller shall indemnify, defend, and hold Buyer harmless from and against any and all claims and agency orders or requirements relating to or arising out of, directly or indirectly, the Subject Property, except to the extent caused by the negligence or willful misconduct of Buyer.

14.6 Signing Authority. Each of the Parties represents and warrants that the individual signing this Agreement on its behalf is duly authorized to enter into this Agreement and to execute and legally bind such Party to it.

14.7 Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party is entitled to recover from the other party such sum as the Court may adjudge reasonable as attorneys' fees, including fees incurred at trial, on any appeal and in any petition for review.

14.8 Exclusivity. During the term of this Agreement, Seller will not market nor list the Subject Property for sale, nor accept any offers from third parties with respect to sale of the Subject Property.

14.9 Reservation of Police Power. Notwithstanding anything to the contrary set forth in this Agreement, Buyer understands and acknowledges that City's authority to exercise its police (regulatory) powers in accordance with applicable law shall not be deemed limited by the provisions of this Agreement.

14.10 This purchase is subject to the approval of the King County Futures Committee, which Buyer shall make reasonable effort to obtain by the expiration of the due diligence and feasibility period. If no notice of King County Futures Committee is delivered to Seller by the end of the feasibility period, then approval shall be deemed to have been granted. Buyer may request an extension, at no cost to Buyer for this provision. Seller agrees to allow for an extension of this provision if Buyer can demonstrate reasonable efforts in obtaining said approval.

14.11 Approval by Auburn City Council. The Parties acknowledge that this Agreement shall not be deemed accepted by or binding on Seller until approved by the Auburn City Council

14.12 Exhibits. The following exhibits are attached and incorporated into this Agreement by reference.

(i) **Exhibit A – Legal Description of the Subject Property**
(ii) **Exhibit B – Seller Disclosure, Environmental**

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

## SIGNATURE PAGE

**BUYER**
CITY OF AUBURN

Nancy Backus, Mayor Date:

Attest:
Shawn P. Campbell, City Clerk

Approved as to Form:

Kendra Comeau, Auburn City Attorney

**SELLER**
Diamond J Investments LLC

Signature: Bradley R Johnson Date:

Bradley R Johnson
Print Name:

Managing Member
Title:

32113 S. Palmer Rd.
Address:
Molalla, OR 97038

Contact Info:
503-819-4173

**EXHIBIT "A"**

Legal Description

For APN/Parcel ID(s): 936000-0011-02, 936000-0012-01, 936000-0015-08 and 936000-0017-06

PARCEL A: (936000-0011-02 936000-0012-01)

LOT(S) 1 AND 2, KING COUNTY SHORT PLAT NO. SP-2-81, ACCORDING TO THE SHORT PLAT THEREOF, RECORDED JANUARY 26, 1981 UNDER RECORDING NO. 8101260642, RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER TRACTS A OF KING COUNTY SHORT PLAT NO SP-3-81, RECORDED UNDER RECORDING NO. 8101260641, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL B: (936000-0015-08 936000-0017-06)

LOT(S) 3 AND 4, KING COUNTY SHORT PLAT NO. SO-3-81, ACCORDING TO THE SHORT PLAT THEREOF, RECORDED JANUARY 26, 1981, UNDER RECORDING NO. 8101260641, RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER TRACTS A OF KING COUNTY SHORT PLAT NO SP-3-81, RECORDED UNDER RECORDING NO. 8101260641, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TICOR TITLE COMPANY COMMITMENT NO. 70179646

## EXHIBIT "B"
## Seller Disclosure – Environmental

| ENVIRONMENTAL DISCLOSURE | | Yes | No | Don't Know | N/A |
|---|---|---|---|---|---|
| A | Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? | X | | | |
| B | Does any part of the property contain fill dirt, waste, or other fill materials? | | | X | |
| C | Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? | | X | | |
| D | Are there any shorelines, wetlands, floodplains, or critical areas on the property? | X | | | |
| E | Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? | | X | | |
| F | Has the property been used for commercial or industrial purposes? | | X | | |
| G | Is there any soil or groundwater contamination? | | | X | |
| H | Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property? | | X | | |
| I | Has the property been used as a legal or illegal dumping site? | | X | | |
| J | Has the property been used as an illegal drug manufacturing site? | | X | | |
| K | Are there any radio towers in the area that cause interference with cellular telephone reception? | | X | | |

**If you answered yes to any of the following please give further details here.**

A. Property is wetlands so probably floods some

D. Wetlands on property

CITY OF AUBURN WASHINGTON

# CONSERVATION FUTURES & COOPERATIVE WATERSHED MANAGEMENT GRANT PROPERTIES

## MILL CREEK PROPERTY PURCHASES

Legal Department

AUBURN VALUES

SERVICE

ENVIRONMENT

ECONOMY

CHARACTER

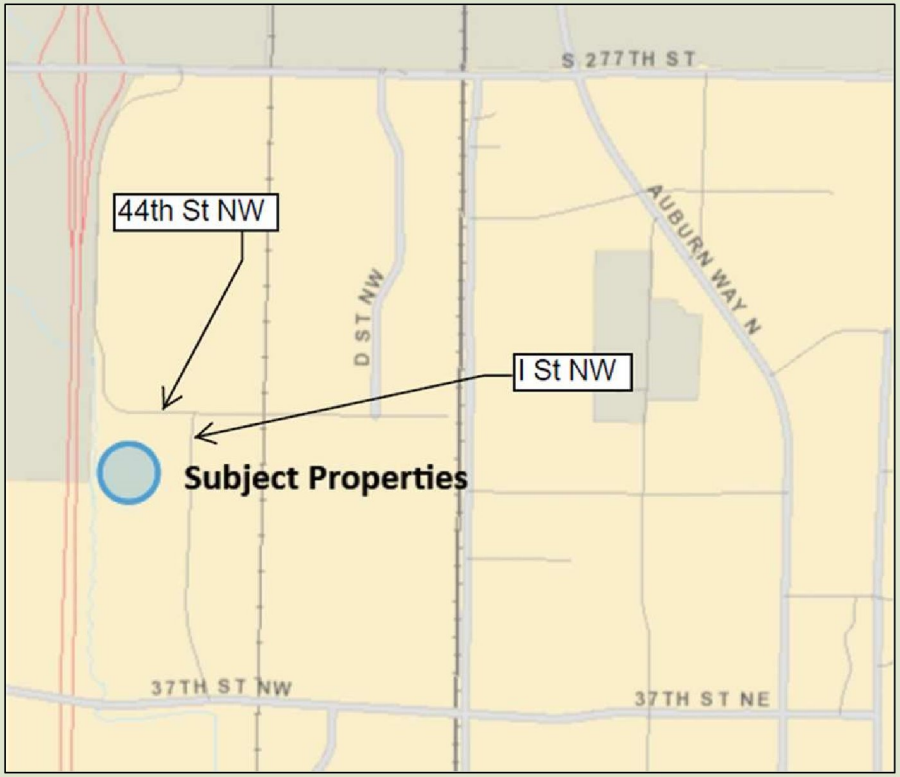
SUSTAINABILITY

WELLNESS

CELEBRATION

# GENERAL DESCRIPTION

- SW Corner of 44th St NW & I St NW, east of State Route 167
- Six vacant land parcels, two owners / two land transactions – Kent Yi Company & Diamond J. Investments
  - (RES 5615 & 5616)
- Parcels are covered with grass vegetation, Mill Creek meanders through the south and western portions of the property



# GENERAL DESCRIPTION CONT.

- Two Short Plats – Sp-2-81 & SP-3-81 parallel to one another with ROW/Utility tract (Tract A) separating the two
  - Divided interest in Tract A & B
- City owns two of the four parcels in SP-2-81
  - 936000-0010 & 0013
- Resolution 5615 – Diamond J. (Red) & Resolution 5616 – Kent-Yi (Yellow)



# PURPOSE

**Protection from development and the securing of rights of access for future salmon habitat improvement projects associated with Mill Creek**

# TRANSACTION DETAILS

- Purchase Price
  - Kent-Yi PIN 936000-0014 & 0016 (yellow)
    - $52,600
  - Diamond J. Investments PIN 936000-0011, 0012, 0015 & 0017 (red)
    - $106,500
  - Each equal to their 2020 tax assessed valuations
- Purchase Funding – Reimbursable grants from King County Conservation Futures and Cooperative Watershed Management Programs (Res 5614)
- Feasibility, title review



JOSH ARNDT
REAL ESTATE MANAGER
JARNDT@AUBURNWA.GOV
253.288.4325

Legal Department

AUBURN VALUES

SERVICE

ENVIRONMENT

ECONOMY

CHARACTER

SUSTAINABILITY

WELLNESS

CELEBRATION

# AGENDA BILL APPROVAL FORM

**Agenda Subject:**
Resolution No. 5616 (Comeau)

**Date:**
January 10, 2022

**Department:**
City Attorney

**Attachments:**
Resolution No. 5616
Agreement

**Budget Impact:**
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

**Administrative Recommendation:**

Approve Resolution No. 5616

**Background for Motion:**

Purchasing of these properties will also allow for the conservation and future improvement to Mill Creek and the ecosystem it provides. The City will also be reimbursed by King County for the acquisition costs of these properties as well.

**Background Summary:**

Prior to voting on Resolution 5616, Auburn City Council will be asked to vote on Resolution 5614 which allows the City to accept and allocate grant funds from King County Conservation Futures and Cooperative Watershed Management programs. These are reimbursable grants with which funds are to be used for the purchase of real property that will aid in the conservation and future habitat improvements to Mill Creek.

These properties are part of short plat SP-3-81 located in northwest Auburn. Approving Resolution 5615 and 5616 will allow the City to purchase the two remaining properties in SP-2-81 and two of the four properties that make up SP-3-81 along with all divided interests in Tracts A & B of the short plats.

The properties are raw land covered with grass vegetation. Mill Creek wanders through the south and western portion of Sp-3-81. Purchasing these properties the will ensure that this portion of Mill Creek will be protected from future development and securing the right of access for future habitat improvements in this location.

**Reviewed by Council Committees:**

**Councilmember:** Baggett
**Staff:** Comeau
**Meeting Date:** January 18, 2022
Item Number: RES.C

**RESOLUTION NO. 5616**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR PURCHASE AND SALE BETWEEN THE CITY OF AUBURN AND KENT-YI COMPANY FOR REAL PROPERTY

WHEREAS, with the passing of Resolution 5614, Auburn City Council authorized the City to accept and appropriate grant funds from King County Conservation Futures and Cooperative Watershed Management; and

WHEREAS, the purpose of those grant funds described in Resolution 5614 is for the purchase of real property to be used for future habitat improvements associated with Mill Creek; and

WHEREAS, the City seeks to purchase property located near the intersection of 44th St NW and I St NW in northwest Auburn, generally depicted in Exhibits "A-1" (Vicinity Map) & "A-2" (Mill Creek Assemblage) with King County Conservation Futures to be used for future habitat improvements associated with Mill Creek.

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

**Section 1.** The Mayor is authorized to execute a Contract for the Purchase of the real property legally described in Exhibit "B" between the City and Kent-Yi Company in substantial conformity with the purchase contract attached as Exhibit "C".

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

**Section 3.** This resolution shall be in full force and effect upon passage and signatures.

Dated and Signed this _____ day of _____, 2022.

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Kendra Comeau, City Attorney

# PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of the _____ day of _____, 2022 ("Effective Date"), by and between the **City of Auburn**, a Washington municipal corporation (the "City" or "Buyer"), and **Kent-Yi Company**, a Washington General Partnership ("Seller"). Seller and Buyer are collectively referred to as the "Parties."

## RECITALS

A. Seller owns certain real property created by Auburn Short Plat SP-3-81, REC# 8201260641 in Auburn, Washington, also known as King County Parcel Nos. 936000-0014 & 16 (collectively the "Subject Property"), legally described in attached **Exhibit A**.

B. Seller wishes to sell and Buyer wishes to buy the Subject Property owned by Seller described in **Exhibit A** along with any interest Seller has in Tract A & B of SP-3-81.

C. Buyer intends to use grant funds from the King County Conservation Futures and King County Cooperative Watershed Management grant programs for the purchase of the Subject Property.

## AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which the Parties mutually acknowledge, Buyer and Seller agree as follows:

1. **Certain Defined Terms**. For purposes of this Agreement, the following capitalized terms in this Agreement will have the following definitions:

1.1 "Closing" or "Close of Escrow" means the recordation of the Deed in the Official Records and Seller's receipt of the Purchase Price.

1.2 "Closing Date" means the date which is thirty (30) days after the expiration or waiver of the due diligence and feasibility review period, but a date not to exceed May 31, 2022, but which may be extended pursuant to Section 5.

1.3 "Deposit" means an amount of Two thousand five hundred dollars ($2,500), plus any other amounts designated as a Deposit in this Agreement.

1.4 "Escrow" means the escrow opened with Escrow Agent for the consummation of the transaction described in this Agreement.

1.5 "Escrow Agent" means Ticor Title Company, located at: 33400 9th Ave S. #102 Federal Way, WA 98003.

1.6 "Official Records" means the official real property records of King County, Washington.

1.7 "Permitted Exceptions" has the meaning as set forth in Section 6.3 below.

1.8 "Purchase Price" has the meaning as set forth in Section 3.

1.9 "Title Company" means Ticor Title Company.

1.10 "Title Policy" means the then current Buyer-purchased standard coverage ALTA owner's policy of title insurance issued by the Title Company to Buyer with coverage in the amount of purchase price, showing title to the Subject Property vested in Buyer subject only to the Permitted Exceptions.

**2.** **Purchase and Sale**. Buyer agrees to buy, and Seller agrees to sell, the Subject Property legally described in **Exhibit "A"**, and any and all interest in Tracts A & B the Seller may have on the terms and conditions set forth in this Agreement.

**3.** **Purchase Price; Cash Payment.** The Purchase Price is **Fifty Two Thousand Six Hundred Dollars and no cents ($52,600.00)**, which will be payable in full at Closing. The Deposit will be applied to the Purchase Price due at Closing. The Purchase Price payment by Buyer will be via wire transfer of collected federal funds.

**4.** **Earnest Money Deposit**. On execution of this Agreement, Buyer will deposit with Escrow Agent **Two Thousand Five Hundred Dollars and no cents ($2,500.00)** in cash (the "Deposit"), which the Escrow Agent will hold as an earnest money deposit for this transaction. The Deposit will be held in Escrow and applied or disposed of by the Escrow Agent based on the terms of this Agreement. The Deposit will not be refunded and will become property of Seller upon expiration of Buyer's Due Diligence and Feasibility period.

**5.** **Due Diligence and Feasibility**. Due Diligence and Feasibility Period. Buyer shall have the right for a period of Two Months from the Effective Date of this Agreement (the "Due Diligence Period") to conduct Buyer's due diligence and feasibility review, examination and inspection of all matters pertaining to its acquisition of the Subject Property, including such inspections, tests, and surveys as Buyer deems appropriate to determine the suitability of the Subject Property for Buyer's intended use. Buyer is solely responsible to determine its ability to use the Subject Property for its intended use, and is solely responsible for submitting all necessary applications for City, State, and Federal permits necessary to determine feasibility. If, based upon Buyer's review, examination and inspection, Buyer determines in its sole discretion that it intends to acquire the Subject Property, then Buyer shall promptly notify Seller of such determination in writing prior to the expiration of the Due Diligence Period and the Deposit will become nonrefundable (except as otherwise provided herein), and the Parties will proceed to Closing. In the event that Buyer fails to deliver such notice to Seller on or before the expiration of the Due Diligence Period, Buyer will be deemed to be satisfied and to have waived its right to

terminate this Agreement pursuant to this subsection. If Buyer timely and affirmatively advises the Seller in writing of its dissatisfaction based on its Due Diligence review, then this Agreement automatically terminates, the Parties' rights under this Agreement shall be of no further force or effect and the Deposit will be returned to Buyer.

**6. Title Policy**. Promptly after mutual execution of this Agreement, Buyer will obtain a standard coverage preliminary title insurance commitment covering the Subject Property from the Title Company (the "Commitment"). The Title Company will be instructed to deliver a copy of the Commitment and copies of exceptions to Buyer, Seller, and the Parties' respective counsel. Approval by Buyer of the exceptions to title set forth in the Commitment (other than as hereinafter set forth) will be a condition precedent to Buyer's obligation to purchase the Property. Unless Buyer gives written notice that it disapproves the exceptions to title shown on the Commitment (other than the exceptions to title approved by Buyer and described in Section 6.1 below), stating the exceptions so disapproved, within ten (10) days after the date of delivery of the Commitment to Buyer, Buyer will be deemed to have approved such exceptions. If Buyer disapproves any title exceptions, Seller will have a ten (10) day period after its receipt of Buyer's written notice of disapproval of the same within which to provide written notice to Buyer as to which of such disapproved title exceptions Seller will remove (or cause to be removed) from title; provided, however, that Seller will not be required to actually remove such exception(s) until Closing. If, for any reason, Seller's notice given pursuant to the immediately preceding sentence does not covenant to remove all of Buyer's disapproved title exceptions at or prior to Closing, Buyer has the right to terminate this Agreement by written notice to Seller and Escrow Agent given within ten (10) days after the earlier of the expiration of such ten (10) day period or the date Seller informs Buyer that it does not intend to remove the disapproved items (the "Termination Notice"). Buyer's failure to deliver the Termination Notice within such ten (10) day period will be deemed Buyer's approval of any such previously disapproved title exception. If Buyer delivers the Termination Notice within such ten (10) day period, the obligation of Seller to sell, and Buyer to buy, the Subject Property will terminate.

6.1 Permitted Exceptions. In addition to such other exceptions to title as may be approved by Buyer pursuant to the provisions of Section 6 above, Buyer shall accept title to the Property subject to the following (collectively, the "Permitted Exceptions"):

The printed exceptions which appear in the then current ALTA form standard coverage owner's policy of title insurance issued by Title Company in the State of Washington; and items created by, or on behalf of, Buyer.

**7. Buyer's Right of Entry**. Buyer, and its agents and consultants, at Buyer's sole expense and risk, may enter the Subject Property during the term of this Agreement for the purpose of Buyer's due diligence and feasibility study of the Property. Buyer will (a) exercise care at all times on or about the Subject Property, and (b) take precautions for the prevention of injury to persons or damage to property on or about the Subject Property. Any physical alteration of the Subject Property in connection with Buyer's study will be restored by Buyer immediately upon demand by Seller, at Buyer's sole expense. Buyer

indemnifies Seller against any loss, damage, or claim resulting from Buyer's inspections and tests. Buyer is not Seller's agent in connection with such activities and has no authority to allow any liens to encumber the Subject Property. Buyer shall keep the Subject Property free from all mechanics', materialmen's and other liens, and all claims arising from any work or labor done, services performed, or materials and supplies furnished in with Buyer's actions in the exercise of its right of entry on the Subject Property and Buyer will maintain all insurance as required by Seller with respect to activities on the Subject Property.

**8. Closing**.

8.1 Time for Closing. This purchase and sale will be closed in the office of Escrow Agent on the Closing Date. Buyer and Seller will place in Escrow with Escrow Agent all instruments, documents and monies necessary to complete the sale under this Agreement. Funds held in Escrow pursuant to Escrow instructions will be deemed, for purposes of this definition, as available for disbursement to Seller. Neither party needs to be physically present at the Closing.

8.2 Closing Costs.

8.2.1 Seller's Costs. Associated with the sale and conveyance Seller will pay; (a) Seller's share of prorations, if any, and (b) Sellers own legal fees, if any.

8.2.2 Buyer's Costs. Buyer will pay all costs associated with the sale and conveyance of the Subject Property, including but not limited to: (a) the full escrow fees and costs, (b) all premiums charged for the Title Policy and any additional endorsements or coverage Buyer may require, including applicable sales tax, (c) the recording fees for the Deed; and (d) Buyer's share of prorations, if any (d) real estate excise taxes, and (e) real estate commissions in the amount of $2,630.00 to Skyline Properties.

8.2.3 Other Costs. All other costs and expenses will be Buyer's obligation.

8.2.4 Real Property Taxation. Seller will be responsible for all real property taxes due and owing prior to the Closing.

8.3 Closing Documents.

8.3.1 Seller's Documents. At Closing, Seller will deliver to Escrow Agent the following instruments and documents:

a. An executed and acknowledged Statutory Warranty Deed acceptable to Buyer;
b. The executed real estate excise tax affidavit to accompany the Deed; and
c. An executed nonforeign person affidavit in the form required under Section 1445 of the Internal Revenue Code.

8.3.2 Buyer's Documents. At Closing, Buyer shall deliver to Escrow Agent the following funds, instruments and documents:

a. The balance of the Purchase Price in accordance with Section 3; and
b. An executed real estate excise tax affidavit.

**9. Possession**. Buyer will be entitled to possession of the Subject Property upon Closing.

**10. Representations and Warranties**.

10.1 Seller's Representations and Warranties. In addition to any other representations or warranties of City elsewhere in this Agreement, Seller represents and warrants to Buyer now, and as of the Date of Closing, that:

10.1.1 Authority. Seller has full power and authority to execute this Agreement and perform Seller's obligations, and all necessary action to authorize this transaction has been taken, except as specifically provided herein.

10.1.2 Hazardous Substances. Seller has not received notification of any kind from any governmental agency suggesting that the Subject Property is or may be targeted for a Hazardous Substances cleanup; to the best of Seller's knowledge the Subject Property has not been used (a) for the storage, disposal or discharge of oil, solvents, fuel, chemicals or any type of toxic, dangerous, hazardous or biological waste or substance (collectively, "Hazardous Substances"), or (b) as a landfill or waste disposal site; to the best of Seller's knowledge the Subject Property has not been contaminated with any Hazardous Substances; and (c) to the best of Seller's knowledge, there are no underground storage tanks on the Subject Property. Buyer agrees to waive Seller's Disclosure Statement under RCW 64.06.010 with the exception of item 6 "Environmental" under RCW 64.06.013 which Seller shall deliver to Buyer within five (5) business days following execution of this Agreement. A blank copy of the Environmental Section of Seller's Disclosure Statement is attached as **Exhibit B** for reference. Prior to Closing, Buyer will be responsible to evaluate the property for Hazardous Substances and Seller will be given the opportunity, but will not be obligated, to remediate any concerns brought to the attention of environmental authorities.

10.1.3 Buyer's Representations and Warranties. In addition to any other representations and warranties of Buyer elsewhere in this Agreement, Buyer represents and warrants to Seller now, and as of the Date of Closing, that (a) Buyer has full power to execute, deliver and carry out the terms and provisions of this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; and (b) the individual executing this Agreement on behalf of Buyer has the authority to bind Buyer to the terms and conditions of this Agreement.

10.1.4 "As is" condition of Subject Property. The Purchase Price reflects that Buyer is purchasing the Subject Property "as is," "where is," and "with all faults," except to the extent of representations and warranties specifically made by Seller or in the Statutory Warranty Deed or other documents to be delivered by Seller at Closing.

**11. Maintenance of Subject Property; Risk of Loss, Condemnation.**

11.1 Maintenance of Subject Property. From the date of this Agreement until the Closing Date (or any earlier termination of this Agreement), Seller agrees to maintain the Subject Property in substantially the same condition existing as of the Effective Date, ordinary wear and tear, damage by casualty excepted.

11.2 Risk of Loss; Condemnation. Risk of loss of or damage to the improvements on the Subject Property will be borne by Seller at all times until the Closing Date and no event of casualty or damage shall affect the parties' obligations under the Agreement or the Purchase Price, however, Buyer will have the right to receive any insurance proceeds due Seller in connection with any casualty or damage and Seller covenants to maintain commercially reasonable casualty insurance in place with respect to the Subject Property at all times prior to Closing. Seller shall promptly notify Buyer of any condemnation or eminent domain proceeding which affects the Subject Property. In the event of any condemnation or eminent domain proceeding by any entity other than City, or a deed in lieu of or under threat thereof, which affects a material portion of the Subject Property, Buyer may elect either to terminate this Agreement, or to purchase the Subject Property in the condition existing on the Closing Date without adjustment of the Purchase Price.

**12. Default.**

12.1 Time of Essence. Time is of the essence for this Agreement.

12.2 Seller's Remedies for Buyer's Default or Failure to Close. If Buyer fails, without legal excuse, to complete the purchase of the Subject Property in accordance with this Agreement, Seller's sole and exclusive remedies shall be to retain the Deposit as liquidated damages. Buyer expressly agrees that the retention of the Deposit by Seller represents a reasonable estimation of the damages in the event of Buyer's default and failure to close, that actual damages may be difficult to ascertain and that this provision does not constitute a penalty. In this respect, Buyer and Seller acknowledge that these damages have been specifically negotiated between Buyer and Seller and will compensate Seller for delaying the eventual sale of the Subject Property and to compensate Seller or its costs and expenses associated with this Agreement.

12.3 Buyer's Remedies for Seller's Default. If Seller fails to complete the sale of the Subject Property in accordance with this Agreement, Buyer's remedy will be to terminate this Agreement or to seek specific performance.

**13. Notices**. All notices, demands and other communications required or permitted to be given shall be in writing, and shall be sent by personal delivery (including by means of

professional messenger or courier service) or registered or certified mail, postage-prepaid, return-receipt requested, or by electronic mail (e-mail) at the addresses provided. Notice shall be deemed to have been given if personally delivered or sent by electronic mail (e-mail), upon receipt, if sent by mail, two (2) days after duly placed in the U.S. Mail to all of the addresses designated for such party.

The Parties' respective addresses for notices are as follows:

| | |
|---|---|
| If to City: | City of Auburn<br>Real Estate Division<br>25 West Main Street<br>Auburn, WA 98001-4998<br>Attn: Josh Arndt<br>Email: jarndt@auburnwa.gov |
| With copies to: | City Attorney's Office<br>City of Auburn<br>25 West Main Street<br>Auburn, WA 98001-4998<br>Attn: City Attorney<br>Email: kcomeau@auburnwa.gov, druth@auburnwa.gov |
| If to Seller: | Skyline Properties (Office # 940)<br>Ron Melik (License # 4651)<br>702 S Hill Park Dr, Suite 203<br>Puyallup, WA 98373<br>206.354.2995<br>Ronsellshomes@comcast.net |
| With copies to: | _____<br>_____<br>Kent-Yi PartnershipAttn: Victor Lin (Pa_____<br>_____<br>_____<br>_____ |

Notice of change of address shall be given by written notice in the manner detailed in this Section.

**14. General.**

14.1. Entire Agreement. This is the entire Agreement of Buyer and Seller with respect to the matters covered and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers must be in writing. No waiver of any right or remedy in the event of default

will constitute a waiver of such right or remedy in the event of any subsequent default. Venue for disputes under this Agreement is the Superior Court of King County, Washington.

14.2 Choice of Law. This Agreement will be governed by the laws of the State of Washington.

14.3 No Third-Party Beneficiaries/Severability. This Agreement is for the benefit only of the Parties and shall inure to the benefit of and bind the heirs, personal representatives, successors and permitted assigns of the parties. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.4 Survival of Rights, Duties, and Obligations. The Parties' rights, duties, covenants, and obligations shall survive Closing and the expiration or earlier termination of this Agreement.

14.5 Indemnification. From and after Closing, and for a period of ten (10) years from the Closing Date, Seller shall indemnify, defend, and hold Buyer harmless from and against any and all claims and agency orders or requirements relating to or arising out of, directly or indirectly, the Subject Property, except to the extent caused by the negligence or willful misconduct of Buyer.

14.6 Signing Authority. Each of the Parties represents and warrants that the individual signing this Agreement on its behalf is duly authorized to enter into this Agreement and to execute and legally bind such Party to it.

14.7 Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party is entitled to recover from the other party such sum as the Court may adjudge reasonable as attorneys' fees, including fees incurred at trial, on any appeal and in any petition for review.

14.8 Exclusivity. During the term of this Agreement, Seller will not market nor list the Subject Property for sale, nor accept any offers from third parties with respect to sale of the Subject Property.

14.9 Reservation of Police Power. Notwithstanding anything to the contrary set forth in this Agreement, Buyer understands and acknowledges that City's authority to exercise its police (regulatory) powers in accordance with applicable law shall not be deemed limited by the provisions of this Agreement.

14.10 This purchase is subject to the approval of the King County Futures Committee which Buyer shall make reasonable effort to obtain by the expiration of the due diligence and feasibility period. If no notice of King County Futures Committee is

delivered to Seller by the end of the feasibility period then approval shall be deemed to have been granted. Buyer may request an extension, at no cost to Buyer for this provision. Seller agrees to allow for an extension of this provision if Buyer can demonstrate reasonable efforts in obtaining said approval.

14.11 Approval by Auburn City Council. The Parties acknowledge that this Agreement shall not be deemed accepted by or binding on Seller until approved by the Auburn City Council.

14.12 Real Estate Broker / Commissions. The Parties acknowledge that Skyline Properties broker (Office #905), Ron Melik (License #4651), has performed services on behalf of Seller that entitles the Brokerage to a real estate commission. The Parties agree that Buyer will pay a brokerage commission in the amount of **Two Thousand Six Hundred Thirty Dollars and no cents ($2,630.00**) as part of Buyer's closing costs identified in paragraph 8.2.2 above.

14.13 Exhibits. The following exhibits are attached and incorporated into this Agreement by reference.

(i) **Exhibit A – Legal Description of the Subject Property**
(ii) **Exhibit B – Seller Disclosure, Environmental**

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

## SIGNATURE PAGE

**BUYER**
CITY OF AUBURN

Nancy Backus, Mayor Date:

Attest:
Shawn P. Campbell, City Clerk

Approved as to Form:

Kendra Comeau, Auburn City Attorney

**SELLER**
Kent-Yi Company

Ming Yang Tsai 8/28/2021
Signature: Date:

Ming Yang Tsai
Print Name:

Ken-Yi Partnership Manager
Title:

4956 Purdue Ave NE Seattle, WA 98105
Address:

Contact Info:

**EXHIBIT "A"**

Legal Description

Lots 1 and 2 of Short Plat No. SP-3-81, according to the Short Plat Survey recorded under King County Recording No. 8201260641

TOGETHER WITH an easement for ingress, egress and utility purposes as disclosed in said short plat;

Situate in the City of Auburn, County of King, State of Washington

King County Parcel Numbers: 936000-0014-09 and 936000-0016-07

**EXHIBIT "B"**
**Seller Disclosure – Environmental**

| ENVIRONMENTAL DISCLOSURE | | Yes | No | Don't Know | N/A |
|---|---|---|---|---|---|
| **A** | Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? | | | | |
| **B** | Does any part of the property contain fill dirt, waste, or other fill materials? | | | | |
| **C** | Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? | | | | |
| **D** | Are there any shorelines, wetlands, floodplains, or critical areas on the property? | | | | |
| **E** | Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? | | | | |
| **F** | Has the property been used for commercial or industrial purposes? | | | | |
| **G** | Is there any soil or groundwater contamination? | | | | |
| **H** | Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property? | | | | |
| **I** | Has the property been used as a legal or illegal dumping site? | | | | |
| **J** | Has the property been used as an illegal drug manufacturing site? | | | | |
| **K** | Are there any radio towers in the area that cause interference with cellular telephone reception? | | | | |

**If you answered yes to any of the following please give further details here.**

A portion of the property has been designated wetland status by the local government.

# AGENDA BILL APPROVAL FORM

**Agenda Subject:**
Resolution No. 5644 (Faber)

**Date:**
January 13, 2022

**Department:**
Parks/Art and Recreation

**Attachments:**
Resolution 5644
Qares Property Vicinity Map

**Budget Impact:**
Current Budget: $12,974.00
Proposed Revision: $0
Revised Budget: $0

**Administrative Recommendation:**

City Council adopt Resolution No. 5644

**Background for Motion:**

Resolution No. 5644 authorizes the Mayor to execute an amendment to the Conservation Futures ILA between the City and King County for Open Space Acquisitions.

**Background Summary:**

In 2016 the City was awarded a grant for the acquisition of a parcel located above Mary Olson Farm. The original target acquisition property, previously known at the Watts property, changed ownership and the new owner was not interested in selling to the property to the City. Subsequently a parcel located adjacent to the south end of Isaac Evans Park along the Green River became available. City staff worked with the King County Conservation Futures Review Committee to reprogram the grant from the Watts property located above the farm to the property along the river, south of Isaac Evans Park. As a result of this acquisition the property along river will be permanently protected from future development.

Budget Impacts:

No budget impacts to other City Departments. The required City grant match comes in the form of Park Impact Fees in the amount of $12,974.

**Reviewed by Council Committees:**

**Councilmember:** Stearns **Staff:** Faber

**Meeting Date:** January 18, 2022 Item Number: RES.D

**RESOLUTION NO. 5644**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CONSERVATION FUTURES INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND KING COUNTY FOR OPEN SPACE ACQUISITION PROJECTS

WHEREAS, King County Conservation Futures tax levy funds are collected from throughout King County as a dedicated portion of property taxes, for the acquisition of open space and natural resource lands; and

WHEREAS, the City of Auburn and King County entered into a Conservation Futures Interlocal Agreement (ILA) for open space acquisition in 2005; and

WHEREAS, under the process outlined in Section 8.2 of the ILA, before a Conservation Futures tax levy award may be disbursed to the City, the County and City councils must amend the ILA to reflect the new award; and

WHEREAS, to preserve sensitive land along the Green River corridor, the City purchased in August 2020 property adjacent to Isaac Evans Park for twenty-five thousand dollars ($25,000.00) that will allow future expansion of the park; and

WHEREAS, the King County Council passed Ordinance 18409 on November 14, 2016, appropriating $111,000.00 in Conservation Futures levy funds to the City for conservation property purchases; and

WHEREAS, to receive $12,974.00 in matching grant funds for the city's recent land purchase, the City must amend the 2005 Interlocal Cooperation Agreement.

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

**Section 1.** The Mayor is authorized to execute an amendment to the 2005 Conservation Futures Interlocal Cooperation Agreement between King County and the City of Auburn for Open Space Acquisition Projects in substantially the same form as Exhibit A and to accept Conservation Futures Levy Grant Funds toward the prior purchase of property adjacent to Isaac Evens Park

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

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

Dated and Signed: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Kendra Comeau, City Attorney

# Exhibit A to Resolution 5644

## AMENDMENT TO THE CONSERVATION FUTURES INTERLOCAL COOPERATION AGREEMENT BETWEEN KING COUNTY AND THE CITY OF AUBURN FOR OPEN SPACE ACQUISITION PROJECTS

**Preamble**

The King County Council, through Ordinance 9128, has established a Conservation Futures Levy Fund and appropriated proceeds to King County and certain cities. This amendment is entered into to provide for the allocation of additional funds made available for open space acquisition.

THIS AMENDMENT is entered into between the CITY OF AUBURN and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the 3rd day of October, 2005, as previously amended.

The parties agree to the following amendments:

**Amendment 1: Article 1. Recitals**

A paragraph is hereby added to the Recitals Section to provide for a Conservation Futures Levy Fund allocation for the Watts Property Acquisition, and hereafter reads:

- On November 14, 2016 the King County Council passed Ordinance 18409, which appropriated a total of one hundred and eleven thousand dollars ($111,000) in Conservation Futures Levy proceeds to the City of Auburn for the Watts Property Acquisition Project. On March 13, 2017 the King County Council passed Ordinance 18477 authorizing the King County Executive to enter into interlocal agreements with the City of Auburn for the disbursement of Conservation Futures Funds appropriated in Ordinance 18409.

**Amendment 2: Article V. Conditions of Agreement**

Section 5.1 is amended to include Attachment E, which lists a 2017 Conservation Futures Levy Allocation for the Watts Property Acquisition project.

**Amendment 3: Article VII. Responsibilities of County**

The first two sentences of this article are amended to include references to Attachment E, which lists a 2017 Conservation Futures Levy proceeds allocation for the Watts Property Acquisition Project:

Subject to the terms of this agreement, the County will provide Conservation Futures Levy Funds in the amounts shown in Attachments A through E, to be used for the Projects listed in Attachments A through E. The City may request additional funds; however, the County has no obligation to provide funds to the City for the Projects in excess of the total amounts shown in Attachments A through E. The County assumes no obligation for the future support of the Projects described herein except as expressly set forth in this agreement.

**Amendment 4: Attachment E**

The Attachments to the interlocal agreement are hereby amended by adding Attachment E, which is hereby attached to the interlocal agreement, incorporated therein and made a part thereof.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

This document shall be attached to the existing Interlocal Cooperation Agreement.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

_____
Dow Constantine
King County Executive

Date: _____
Acting under the authority of
Ordinance 18667

Approved as to form:

_____
Dan Satterberg
King County Prosecuting Attorney

CITY OF AUBURN

_____
Nancy Backus
Mayor, City of Auburn

Date: _____
Acting under the authority of
Resolution 5644

Approved as to form:

_____
Kendra Comeau
City Attorney

## ATTACHMENT E

## 2017 CONSERVATION FUTURES LEVY
## CITY OF AUBURN ALLOCATION

| Jurisdiction | Project | Allocation |
|---|---|---|
| Auburn | Watts Property | $111,000 |
| | TOTAL | **$111,000** |

**Project Description:**

**Project #1129314: Auburn – Watts Property**

This project originally proposed to acquire a 16-acre portion of a 21.85-acre property located immediately east of the city of Auburn's historic Mary Olson Farm. After unsuccessful negotiations with the landowner, a scope addition was approved to add 1-acre parcel 3339400850, located approximately 1 mile south of the original target parcel and adjacent to Isaac Evans Park. Acquisition will protect the property from future development and keep the forested area along the river intact in perpetuity. Project funding was approved in Ordinance #18409; rescope request was approved in Conservation Futures Advisory Committee Project Progress Report dated 3/31/2020 and documented in Ordinance #19210.

# QARES PROPERTY VICINITY MAP




666.7 0 333.3 666.7 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 333 ft 1: 4,000

Printed Date: 1/13/2022

Map Created by City of Auburn eGIS

Imagery Date: May 2015

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

## Legend

- Parcel Boundaries
- City Street Names

## Notes

Type any additional notes- delete text to leave blank