

**City Council
Regular Meeting
August 18, 2025 - 7:00 PM
City Hall Council Chambers**

AGENDA

CALL TO ORDER

LAND ACKNOWLEDGEMENT

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

PUBLIC PARTICIPATION

- A. The Auburn City Council Meeting scheduled for Monday, August 18, 2025 at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

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

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

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

Telephone: 253 215 8782

Toll Free: 877 853 5257

Zoom: <https://us06web.zoom.us/j/81384066353>

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

- A. International Overdose Awareness Day
Mayor Backus to proclaim August 31, 2025, as "International Overdose Awareness Day" in the City of Auburn

APPOINTMENTS

- A. Urban Tree Board
City Council to approve the appointment of Benjamin Woodhouse to the Urban Tree Board for a three-year term expiring December 31, 2027

(RECOMMENDED ACTION: Move to approve the appointment of Benjamin Woodhouse to the Urban Tree Board for a three-year term expiring December 31, 2027.)

AGENDA MODIFICATIONS

PUBLIC HEARINGS

- A. Public Hearing for Right-of-Way Vacation No. VAC25-0002 (Gaub)
A Public Hearing to consider Right-of-Way Vacation No. VAC25-0002

AUDIENCE PARTICIPATION

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

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

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

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

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

Email written comments to: publiccomment@auburnwa.gov

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

CORRESPONDENCE

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 from the August 4, 2025, City Council Meeting

- B. Minutes from the August 11, 2025, Study Session Meeting
- C. Setting the date for a Public Hearing for Resolution No. 5851, approving the surplus of Vehicle 6903C, 2010 Vactor Truck (Gaub)
- D. Setting the date for a Public Hearing for Resolution No. 5853, the surplus of City-Owned Utility Real Property (Whalen)
- E. Claims Vouchers (Thomas)
Claims voucher list dated August 13, 2025 which includes voucher numbers 480754 through voucher 481051, in the amount of \$6,292,597.10, thirteen electronic fund transfers in the amount of \$2,068.65 and four wire transfers in the amount of \$713,147.05
- F. Payroll Voucher (Thomas)
Payroll check numbers 539716 through 539720 in the amount of \$81,991.00, electronic deposit transmissions in the amount of \$2,964,422.54, also a special payroll for our Commissioned Police contract retro with an electronic deposit transmission in the amount of \$776,412.28, for a grand total of \$3,822,825.82 for the period covering July 31, 2025 to August 13, 2025
- G. Public Works Project No. CP2335 (Gaub)
City Council to approve Contract No. 25-02, to Colvico, Inc. in the amount of \$1,476,572.86 for Project No. CP2335 Auburn AWOS, Beacon and Generator Installation

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

UNFINISHED BUSINESS

NEW BUSINESS

ORDINANCES

- A. Ordinance No. 6984 (Gaub)
An Ordinance vacating City Right-of-Way located within a portion of the Northwest corner of 1st Street NW and B Street NW within the City of Auburn, Washington

(RECOMMENDED ACTION: Move to approve Ordinance No. 6984.)

RESOLUTIONS

- A. Resolution No. 5848 (Whalen)
A Resolution authorizing the Mayor to execute a Purchase and Sale Agreement on behalf of the City of Auburn, to sell vacant property to Industrial Works, LLC

(RECOMMENDED ACTION: Move to adopt Resolution No. 5848.)

- B. Resolution No. 5850 (Martinson)
A Resolution authorizing the Mayor to execute an amendment to the Interlocal Agreement for the provision of District Court Services between King County and the City of Auburn

(RECOMMENDED ACTION: Move to adopt Resolution No. 5850.)

C. Resolution No. 5852 (Gaub)

A Resolution authorizing an Interlocal Agreement between the City of Auburn and King County for services and construction relating to improvements on 124th Avenue SE and the intersection of 124th Avenue SE And SE 320th Street

(RECOMMENDED ACTION: Move to adopt Resolution No. 5852.)

MAYOR AND COUNCILMEMBER REPORTS

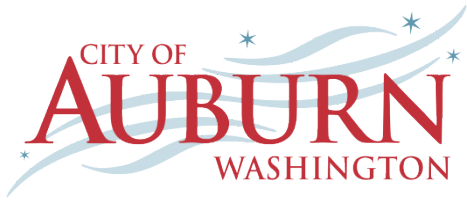
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. From the Council

B. From the Mayor

ADJOURNMENT

Agendas and minutes are available to the public at the City Clerk's Office and on the City website (<http://www.auburnwa.gov>).



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for Right-of-Way Vacation No. VAC25-0002 (Gaub)
A Public Hearing to consider Right-of-Way Vacation No. VAC25-0002

Meeting Date:

August 18, 2025

Department:

Public Works

Attachments:

None

Budget Impact:**Administrative Recommendation:**

City Council to hold a Public Hearing in consideration of Right-of-Way Vacation No. VAC25-0002.
See Ordinance No. 6984 for further action on this item.

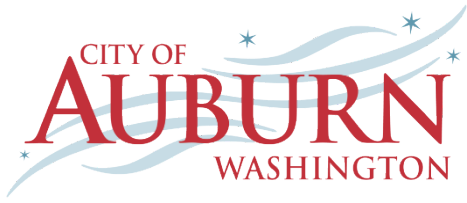
Background for Motion:**Background Summary:**

Per Auburn City Code Chapter 12.48 a Public Hearing shall be held to consider the proposed Right-of-Way Vacation for VAC25-0002 for Right-of-Way located within a portion of the northwest corner of 1st Street NW and B Street NW.

The date of the Public Hearing was set by Resolution No. 5840 on July 21, 2025.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes from the August 4, 2025, City Council Meeting

Meeting Date:

August 18, 2025

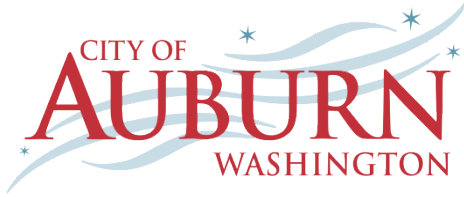
Department:

City Council

Attachments:

08-04-2025 Minutes

Budget Impact:**Administrative Recommendation:****Background for Motion:****Background Summary:****Councilmember:****Staff:**



**City Council
Regular Meeting
August 4, 2025 - 7:00 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

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

LAND ACKNOWLEDGEMENT

Mayor Backus acknowledged the Federally Recognized Muckleshoot Indian Tribe as the ancestral keepers of the land we are gathered on today.

PUBLIC PARTICIPATION

The City Council Meeting was held in person and virtually.

PLEDGE OF ALLEGIANCE

Mayor Backus led those in attendance in the Pledge of Allegiance.

ROLL CALL

Councilmembers present: Deputy Mayor Cheryl Rakes, Hanan Amer, Kate Baldwin, Lisa Stirgus, Clinton Taylor, Tracy Taylor, and Yolanda Trout-Manuel.

Mayor Nancy Backus and the following staff members present included: Emergency Management Coordinator Tyler Turner, Emergency Manager Matthew Colpitts, Director of Finance Jamie Thomas, Director of Parks, Arts, and Recreation Julie Krueger, Director of Public Works Ingrid Gaub, Community Healthcare Consultant Pat Bailey, Business Systems Analyst Chrissy Malave, and Deputy City Clerk Rebecca Wood-Pollock.

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Wellpoint Appreciation

Mayor Backus proclaimed August 4th, 2025 as "WellPoint and David Escame Appreciation Day" in the City of Auburn.

Consultant Bailey introduced Lisa Bogard, Wellpoint Washington Plan President, and David Escame, Director of Marketing and Community Outreach and expressed her gratitude for their hard work at WellPoint Washington. David Escame accepted the proclamation.

B. Emergency Management Awareness Month

Mayor Backus proclaimed August 2025 as "Emergency Management Awareness Month" in the City of Auburn.

Coordinator Turner and Manager Colpitts accepted the proclamation.

AGENDA MODIFICATIONS

The Wellpoint Appreciation item was added to the Announcements, Mayor's Proclamations, and Presentations section of the agenda.

AUDIENCE PARTICIPATION

Written Comments:

The City Clerk's Office received written comments from Mark Celich, which were forwarded to the Mayor and Council for review prior to the meeting.

In-Person Comments:

Virginia Haugen provided public comment.

CORRESPONDENCE

There was no correspondence for Council to review.

COUNCIL AD HOC COMMITTEE REPORTS

A. Council Rules of Procedure Ad Hoc Committee (Baldwin)

Councilmember Baldwin, Chair of the Council Rules of Procedure Ad Hoc Committee, reported no new updates.

CONSENT AGENDA

A. Minutes from the July 21, 2025, City Council Meeting

B. Minutes from the July 28, 2025, Study Session Meeting

C. Claims Vouchers (Thomas)

One wire transfer dated July 8, 2025, in the amount of \$659,620.25

D. Claims Vouchers (Thomas)

Claims voucher list dated July 22, 2025 which includes voucher numbers 480554 through voucher 480630, in the amount of \$3,403,305.57

E. Claims Vouchers (Thomas)

Claims voucher list dated July 30, 2025 which includes voucher numbers 480631 through voucher 480753, in the amount of \$5,126,359.23, eleven electronic fund transfers in the amount of \$8,469.29 and three wire transfers in the amount of \$1,990,929.60

- F. Payroll Voucher (Thomas)
Payroll check numbers 539703 through 539710 in the amount of \$202,668.96, electronic deposit transmissions in the amount of \$3,056,406.67, also a special payroll for a found Parks timecard with an electronic deposit transmission in the amount of \$858.32 for a grand total of \$3,259,933.95 for the period covering July 3, 2025 to July 16, 2025

Deputy Mayor Rakes moved and Councilmember C. Taylor seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

ORDINANCES

- A. Ordinance No. 6985 (Krueger)
An Ordinance relating to the Park Impact Fees Code, and amending Chapter 19.08 of the Auburn City Code

Councilmember T. Taylor moved and Councilmember C. Taylor seconded to approve Ordinance No. 6985.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Ordinance No. 6991 (Thomas)
An Ordinance amending the City's 2025-2026 Biennial Budget

Councilmember Baldwin moved and Councilmember C. Taylor seconded to approve Ordinance No. 6991.

MOTION CARRIED UNANIMOUSLY. 7-0

- C. Ordinance No. 6992 (Gaub)
An Ordinance amending Chapter 19.04 Transportation Impact Fees of the Auburn City Code

Councilmember T. Taylor moved and Councilmember Baldwin seconded to approve Ordinance No. 6992.

Councilmember Baldwin thanked staff for their work on this Ordinance.

MOTION CARRIED UNANIMOUSLY. 7-0

RESOLUTIONS

A. Resolution No. 5849 (Martinson)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Office of Public Defense to accept and expend grant funds for public defense services

Deputy Mayor Rakes moved and Councilmember Stirgus seconded to adopt Resolution No. 5849.

MOTION CARRIED UNANIMOUSLY. 7-0

MAYOR AND COUNCILMEMBER REPORTS

A. From the Council

Councilmembers provided reports on the events that they attended.

B. From the Mayor

Mayor Backus provided a report on the events that she attended.

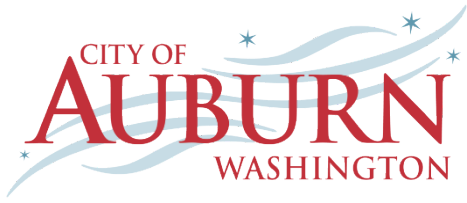
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:31 p.m.

APPROVED this 18th day of August, 2025.

NANCY BACKUS, MAYOR

Rebecca Wood-Pollock, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes from the August 11, 2025, Study Session Meeting

Meeting Date:

August 18, 2025

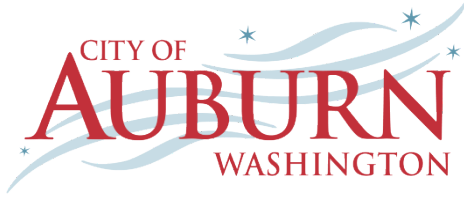
Department:

City Council

Attachments:

08-11-2025 Minutes

Budget Impact:**Administrative Recommendation:****Background for Motion:****Background Summary:****Councilmember:****Staff:**



**City Council
Study Session
Municipal Services SFA
August 11, 2025 - 5:30 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

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

PUBLIC PARTICIPATION

The Study Session Meeting was held in person and virtually.

ROLL CALL

Councilmembers present: Deputy Mayor Cheryl Rakes, Hanan Amer, Clinton Taylor, Tracy Taylor, and Yolanda Trout-Manuel. Councilmember Lisa Stirgus attended the meeting virtually via Zoom and Councilmember Kate Baldwin was excused.

Mayor Nancy Backus and the following staff members present included: City Attorney Jason Whalen, Assistant Chief of Police Samuel Betz, and City Clerk Shawn Campbell.

AGENDA MODIFICATIONS

There were no modifications made to the agenda.

ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

- A. Discussion of Auburn School District Building Bond
Vicki Alonzo, Auburn School District Director of Communication, to provide Council with a brief overview of the upcoming Bond item in the November 2025 Ballot

Auburn School District Director of Communication, Vicki Alonzo, provided Council with an overview of the two upcoming proposition items on the November 2025 Ballot, including why they are being brought back before the voters, items included in the propositions, technology, costs per \$1,000 of assessed property valuation, and safety increases.

Council discussed the differences between major maintenance and

enhancement maintenance, public engagement, long-term maintenance plans, and portables at new schools.

MUNICIPAL SERVICES DISCUSSION ITEMS

A. 2025 Police Advisory Committee Update (Caillier) (30 Minutes)

Members of the Police Advisory Committee (PAC) Chris Knight, Diana Johnson, Joshua Zumsteg, and Richard Stirgus provided Council with an update on the creation and purpose of the PAC, accomplishments of PAC recommendations, communications to key groups, recruitment and retention of officers, diversity in hiring practices, leadership and training opportunities, mentorship, diversity with language, when to call 911, crime trends, suggestions for anonymous employee complaints, community perceptions, the difference between police issues and community issues, and community engagement.

Council discussed the frequency of the BolaWrap, females in leadership, Valley Communications Academy, anonymous reporting, length of terms on PAC, communications with other City's PAC's, representation on PAC, recruitment of females, and PAC crowdsourcing information.

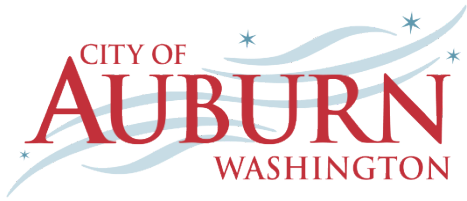
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:01 p.m.

APPROVED this 18th day of August 2025.

CHERYL RAKES, DEPUTY MAYOR

Shawn Campbell, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Setting the date for a Public Hearing for Resolution No. 5851, approving the August 18, 2025 surplus of Vehicle 6903C, 2010 Vactor Truck (Gaub)

Meeting Date:**Department:**

Public Works

Attachments:

None

Budget Impact:**Administrative Recommendation:**

City Council to set the date of the Public Hearing for Resolution No. 5851, approving the surplus of Vehicle 6903C, 2010 Vactor Truck, valued at \$85,000.00, as Tuesday, September 2, 2025, at 7:00pm.

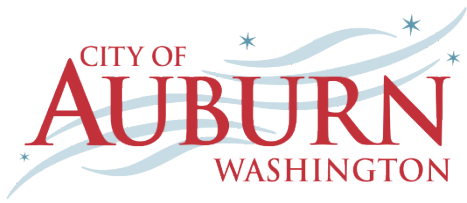
Background for Motion:**Background Summary:**

A Public Hearing is required under RCW 39.33.020 when the estimated value of property proposed for surplus exceeds \$50,000.

Resolution No. 5851 authorizes the surplus of Vehicle 6903C, a 2010 Vactor 2100 Truck that was purchased in 2009 and has reached the end of its service life. The vehicle is valued at \$85,000 which, in accordance with the City's policies, requires action by the City Council to authorize the surplus of the vehicle. The Public Hearing is proposed to be held on September 2, 2025, during the City Council Meeting. The vehicle has already been replaced and is no longer needed for City operations.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub



AGENDA BILL APPROVAL FORM

Agenda Subject:

Setting the date for a Public Hearing for Resolution No. 5853, the surplus of City-Owned Utility Real Property (Whalen)

Meeting Date:

August 18, 2025

Department:

Legal

Attachments:

None

Budget Impact:**Administrative Recommendation:**

City Council to set the date of the Public Hearing as Tuesday, September 2, 2025, at 7:00pm, to consider Resolution No. 5853, the surplus of City-Owned Utility Real Property King County Parcel Number 3341000088 generally located off of 104th PI SE South of SE 320th Street.

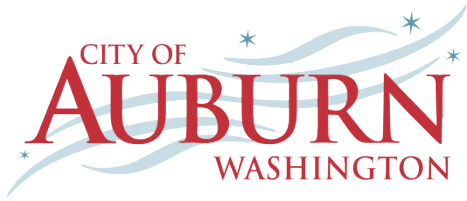
Background for Motion:**Background Summary:**

A Public Hearing is required under RCW 39.33.020 when the estimated value of real property proposed for surplus exceeds \$50,000 and also by RCW 35.94.040 when real property was acquired for public utility purposes. In the case of the subject property, its estimated value is \$155,000 and the property was originally acquired for the construction of a future water pump station. The pump station was never constructed. In 2020, a nearby lot was purchased by the City for a different right-of-way and utility project. Public Works determined that the lot purchased in 2020 had excess capacity and was a better location for the pump station than the Property located off of 104th Street.

Prior to bringing the Property before Council to declare it surplus, the Real Estate Division sent a notice to all departments potentially having a need for property to ensure there was not another need for the property by the City. No department put forth a desire for the Property. Being good stewards of public property means divesting ourselves of its ownership when it is determined the property is no longer needed. The Public Hearing is proposed to be held on September 2, 2025, during the City Council Meeting.

Councilmember: Kate Baldwin

Staff: Jason Whalen



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)

Claims voucher list dated August 13, 2025 which includes voucher numbers 480754 through voucher 481051, in the amount of \$6,292,597.10, thirteen electronic fund transfers in the amount of \$2,068.65 and four wire transfers in the amount of \$713,147.05

Meeting Date:

August 18, 2025

Department:

Finance

Attachments:

None

Budget Impact:**Administrative Recommendation:**

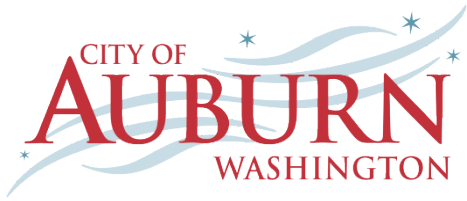
City Council to approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claims voucher list dated August 13, 2025 which includes voucher numbers 480754 through voucher 481051, in the amount of \$6,292,597.10, thirteen electronic fund transfers in the amount of \$2,068.65 and four wire transfers in the amount of \$713,147.05.

Councilmember: Kate Baldwin

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Voucher (Thomas)
Payroll check numbers 539716 through 539720 in the amount of \$81,991.00, electronic deposit transmissions in the amount of \$2,964,422.54, also a special payroll for our Commissioned Police contract retro with an electronic deposit transmission in the amount of \$776,412.28, for a grand total of \$3,822,825.82 for the period covering July 31, 2025 to August 13, 2025

Meeting Date:

August 18, 2025

Department:

Finance

Attachments:

None

Budget Impact:**Administrative Recommendation:**

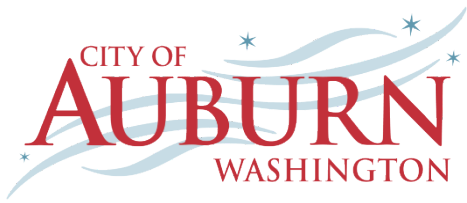
City Council to approve Payroll Vouchers.

Background for Motion:**Background Summary:**

Payroll check numbers 539716 through 539720 in the amount of \$81,991.00, electronic deposit transmissions in the amount of \$2,964,422.54, also a special payroll for our Commissioned Police contract retro with an electronic deposit transmission in the amount of \$776,412.28, for a grand total of \$3,822,825.82 for the period covering July 31, 2025 to August 13, 2025.

Councilmember: Kate Baldwin

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP2335 (Gaub)
City Council to approve Contract No. 25-02, to Colvico, Inc. in the amount of \$1,476,572.86 for Project No. CP2335 Auburn AWOS, Beacon and Generator Installation

Meeting Date:

August 18, 2025

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

Department:

Public Works

Attachments:

Bid Tab Summary, Vicinity Map

Budget Impact:

\$1,647,537

Administrative Recommendation:

Approve Contract No. 25-02, to Colvico, Inc. in the amount of \$1,476,572.86 for Project No. CP2335 Auburn AWOS, Beacon and Generator Installation.

Background for Motion:**Background Summary:**

Per ACC 3.10.010, unbudgeted expenditures not individually and separately listed in the City budget in excess of \$100,000 require approval from the City Council and Mayor. Project No. CP2335 is included in the City budget but the federal grants providing funding for the project construction contract are not currently listed in the budget leaving an unbudgeted funding need for Contract No. 25-02 in excess of \$100,000. City Council award of Contract No. 25-02 provides the City Council's expenditure approval and authorizes the Mayor to approve and execute the contract.

Budget Summary:

The estimated total project cost is approximately \$2,168,162, which is \$1,647,537 more than the adopted project budget in the 435 (Airport) Fund. The City has recently been awarded two FAA construction grants in the total amount of \$1,647,537. The FAA grants require a 5% match of \$82,377. The City has applied for a State grant in the amount of \$43,355 that, if awarded, will partially fund the required match for the federal grants. City airport funds will provide for the remaining match in the amount of \$39,022 (if WSDOT grant is awarded) or \$82,377 (if WSDOT grant is not awarded). The FAA grants will be included in 2025-2026 Biennial Budget Amendment request No. #3.

Bid Summary:

The City received two (2) responsive bids and the low bid was approximately 18% above the engineer's estimate. Staff reviewed the bids and found that the bids represent a reasonable level of competition for this type of specialized work and re-bidding the project is unlikely to result in more favorable bids and would delay the construction and risk the federal grant funds being lost. Staff has

also performed reference checks and other verifications to determine that Colvico, Inc. meets the responsible bidding criteria.

Project Summary:

The project will construct the following improvements at the Auburn Municipal Airport (Airport):

Automated Weather Observing System (AWOS):

AWOS is a group of instruments that continuously measures and reports weather data. The Airport currently does not have an AWOS. The new AWOS will provide valuable weather information to pilots and is imperative for use with the Airport's upcoming non-precision instrument approach procedure being developed by the Federal Aviation Administration (FAA) which will allow pilots to utilize the Airport in low visibility conditions.

Beacon:

A beacon is a bright light that helps pilots locate the Airport at night. The existing Airport beacon is mounted on top of a hangar building to the east of the runway and requires replacement due to its age (20+ years) and deteriorating condition. In addition, because of the surrounding ambient light, the existing beacon is difficult to observe at night. The new beacon will be mounted on a pole and will be located to the west of the runway to make it more visible to pilots at night.

Standby Generator:

The Airport does not currently have a standby generator. A standby generator is needed to provide backup electrical services for airfield lighting during power outages.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

Bid Tabulation - Bid Totals Summary

Project: CP2335, Auburn AWOS, Beacon and Generator Installation , 25-02
Prepared By: City of Auburn
Bid Date: April 2, 2025

	W/O Tax	Inc. Tax
ENGINEER'S ESTIMATE:	\$1,129,980.00	\$1,246,367.94
AVERAGE BID AMOUNT:	\$1,480,118.38	\$1,632,570.57

		Basic BID Amount	Total BID Amount	Total BID Spread \$	Total BID Spread %
LOW BIDDER:	Colvico Inc.	\$1,338,688.00	\$1,476,572.86	\$230,204.92	18.47%
Second Bidder:	Sunset Grill Construction	\$1,621,548.75	\$1,788,568.27	\$542,200.33	43.50%

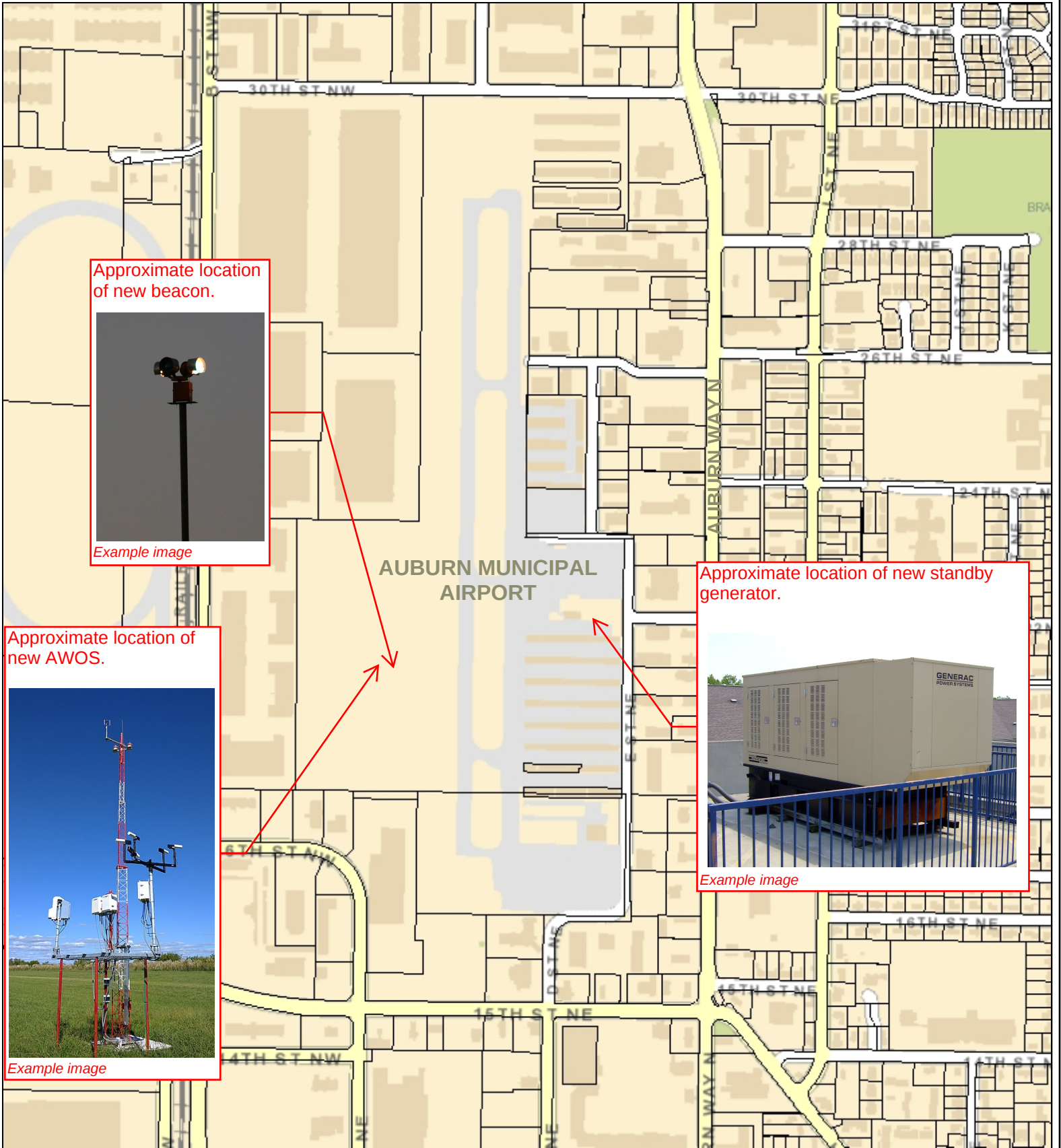
	Basic BID (Tax not included)	Total BID (Including tax)
1. Colvico Inc.	\$1,338,688.00	\$1,476,572.86
2. Sunset Grill Construction	\$1,621,548.75	\$1,788,568.27

NOTE: An evaluation of whether a bidder is responsible or non-responsible was only made for the low bidder. This does not indicate, one way or the other, how other bidders would be considered if they were the low bidder.

VICINITY MAP

CP2335, Automated Weather Observing System (AWOS), Beacon & Emergency Generator

Printed Date: 9/30/2019
Map Created by City of Auburn eGIS
Imagery Date: May 2015

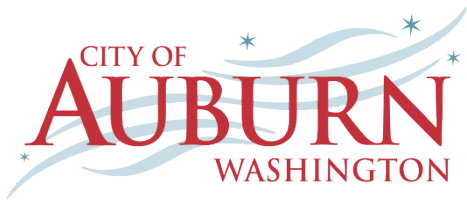


1,333.3 0 666.7 1,333.3 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

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





AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6984 (Gaub)

An Ordinance vacating City Right-of-Way located within a portion of the Northwest corner of 1st Street NW and B Street NW within the City of Auburn, Washington

Meeting Date:

August 18, 2025

(RECOMMENDED ACTION: Move to approve Ordinance No. 6984.)

Department:

Public Works

Attachments:

Ordinance No. 6984, Exhibit A & B, Staff Report, Vicinity Map

Budget Impact:**Administrative Recommendation:**

City Council to approve Ordinance No. 6984.

Background for Motion:

This Ordinance vacates Right-of-Way located within a portion of the Northwest corner of 1st Street NW and B Street NW, subject to conditions, which is not needed by the City, and will support the construction of the second parking garage by Sound Transit.

Background Summary:

Central Puget Sound Regional Transit Authority (Sound Transit) has applied to the City for vacation of Right-of-Way located within a portion of the Northwest corner of 1st Street NW and B Street NW. The applicant owns the adjacent Parcel No. 049200-0460 to the north and would utilize the proposed vacation area to locate improvements associated with their project outside of the parking garage building they are constructing on Parcel No. 049200-0460.

The proposed vacation area became Right-of-Way when the South 32.5 feet of the proposed vacation area was dedicated as Right-of-Way by the plat of 1st Addition to Town of Slaughter on November 21, 1887, recorded in Vol. 2 of Plats at Page 84 Records of King County, WA by L.W. and Mary Ballard. The North 7.5 feet of the proposed vacation area was dedicated as Right-of-Way with previous development of Parcel No. 049200-0460 to the North through Right-of-Way Dedication Deed under King County Recording No. 20091118001497, dated November 18, 2009.

The application has been reviewed by City staff and utility purveyors who have an interest in the Right-of-Way. Through this review City staff have determined that the Right-of-Way is not necessary to meet the needs of the City and could be vacated with conditions as outlined in Ordinance No. 6984 which approves the vacation.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

ORDINANCE NO. 6984

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, VACATING CITY RIGHT-OF-WAY LOCATED WITHIN A PORTION OF THE NORTHWEST CORNER OF 1ST STREET NW AND B STREET NW WITHIN THE CITY OF AUBURN, WASHINGTON

WHEREAS, the City received a petition signed by the owners of at least two-thirds (2/3) of the property abutting City right-of-way located within a portion of the northwest corner of 1st Street NW and B Street NW. The petition requests that the City vacate its interest in this right-of-way; and

WHEREAS, as required by RCW 35.79.010 and Chapter 12.48 of the Auburn City Code, the City held a timely noticed public hearing in connection with the possible vacation. The hearing took place at the Auburn City Council Chambers on August 18, 2025; and,

WHEREAS, the City Council has considered all matters presented at the public hearing on the proposed vacation, and has determined that subject to the conditions set forth in Section 1 of this Ordinance, vacation of this right-of-way is appropriate and in the City's best interests.

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

Section 1. Vacation of City right-of-way. The right-of-way located within a portion of the northwest corner of 1st Street NW and B Street NW, located within the City of Auburn, Washington (legally described in attached Exhibit "A" and shown on the survey depiction in attached Exhibit "B") is vacated. The property lying in the described right-of-

way shall inure and belong to those persons entitled to receive the property in accordance with RCW 35.79.040, conditioned upon the following:

A. In accordance with RCW 35.79.030, the City grants a private utility easement to Puget Sound Energy, Inc. over, under, and upon the vacated right-of-way (described in Exhibit “A” and depicted in Exhibit “B”) for the construction, operation, maintenance, repair, replacement, improvement and removal of electric distribution facilities.

1. The owners of the adjacent property shall not erect any structures on the easement and shall not place trees or other obstructions on the easement that would interfere with the exercise of Grantees’ rights.

2. This easement shall be a covenant running with the adjacent property parcels and burden said real estate, and shall be binding on the successors, heirs and assigns of all parties.

B. The utility easement granted in Paragraph A above may be modified to accommodate the removal, relocation, and siting of affected utility lines and facilities by agreement between the Puget Sound Energy, Inc. and the property owners on whose property the utility lines and facilities are located. Any such removal, relocation, or siting must be paid for by the property owners, and must be performed in accordance with applicable laws and standards.

Section 2. Constitutionality or Invalidity. If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the

Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

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

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

Section 4. Recording. The City Clerk is directed to record this Ordinance with the King County Recorder, at which time the vacation outlined in this Ordinance shall be effective under Auburn City Code 12.48.080.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

PUBLISHED: _____

EXHIBIT A

LEGAL DESCRIPTION FOR RIGHT-OF-WAY VACATION (AST 119)

ALL THAT PORTION OF THE RIGHTS OF WAY OF 1ST STREET NORTHWEST (PINE STREET) AND "B" STREET NORTHWEST (RAILROAD STREET), AS DEDICATED BY THE FIRST ADDITION TO THE TOWN OF SLAUGHTER, VOLUME 2 OF PLATS, PAGE 84, RECORDS OF KING COUNTY, LYING WITHIN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 21 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

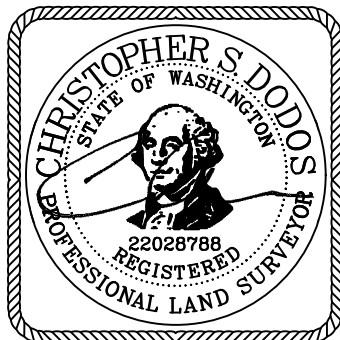
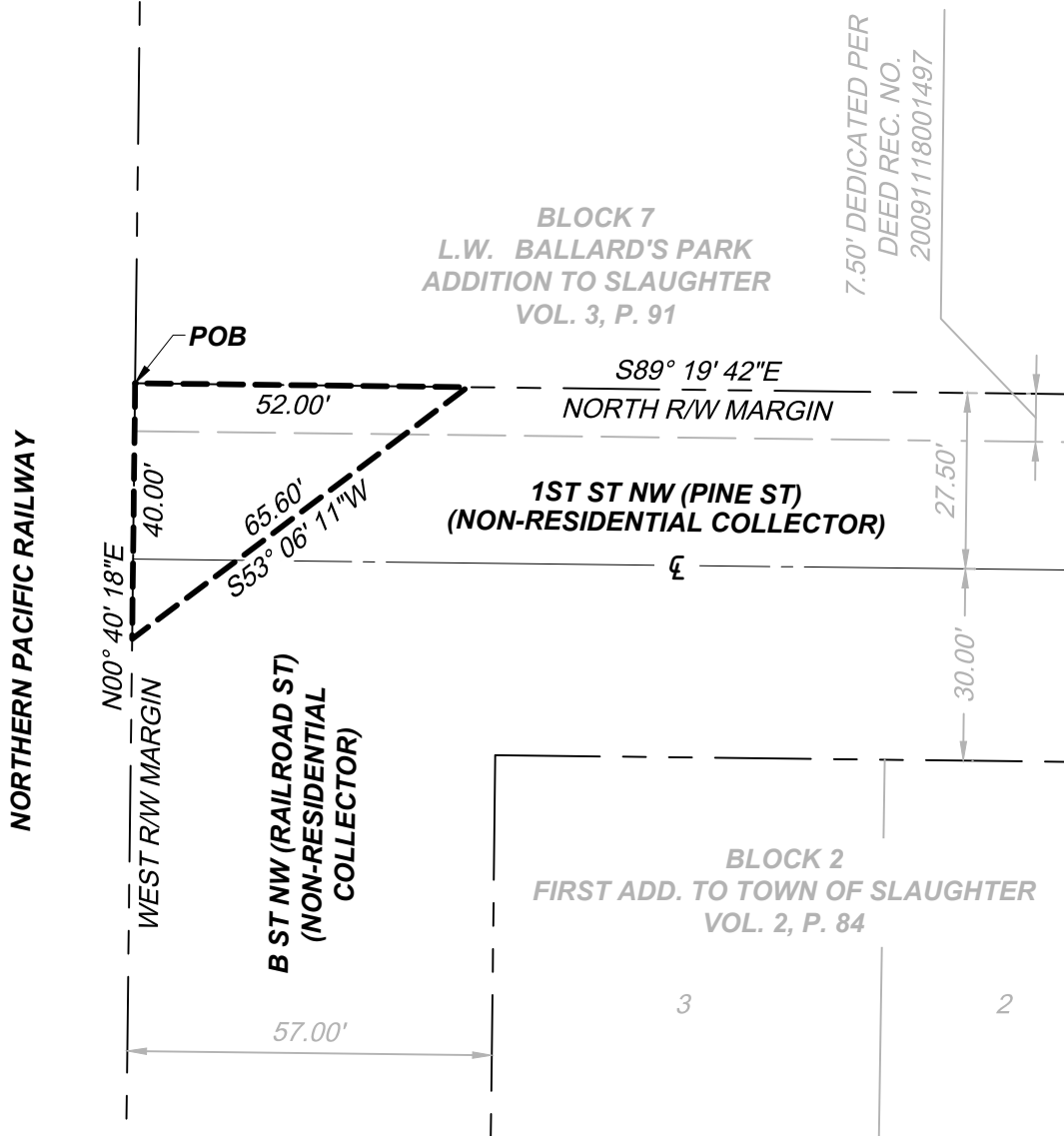
BEGINNING AT THE NORTHWEST CORNER OF THAT PORTION OF LAND DEDICATED TO THE CITY OF AUBURN BY RIGHT OF WAY DEDICATION DEED RECORDED UNDER RECORDING NUMBER 20091118001497, RECORDS OF KING COUNTY;
THENCE ALONG THE NORTH LINE OF SAID DEDICATION AND NORTH RIGHT OF WAY MARGIN OF SAID 1ST STREET NORTHWEST, SOUTH 89°19'42" EAST, A DISTANCE OF 52.00 FEET;
THENCE DEPARTING SAID NORTH LINE AND SAID NORTH RIGHT OF WAY MARGIN, SOUTH 53°06'11" WEST, A DISTANCE OF 65.60 FEET TO A POINT ON THE WEST RIGHT OF WAY MARGIN OF SAID "B" STREET NORTHWEST;
THENCE ALONG SAID WEST RIGHT OF WAY MARGIN, NORTH 00°40'18" EAST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**.

SITUATE IN THE CITY OF AUBURN, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 1,040 SQUARE FEET, OR 0.02 ACRES MORE OR LESS.



04/04/2025



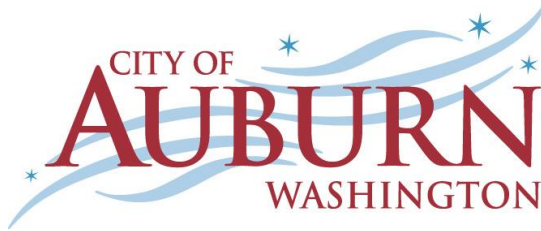
04/04/2025

w: \sdsproj\2021\2210893\street vacation.dwg



253.383.2572 FAX

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.



RIGHT-OF-WAY VACATION STAFF REPORT

Right-of-Way (ROW) Vacation Number VAC25-0002

Applicant: Central Puget Sound Regional Transit Authority (Sound Transit)

Property Location: Right-of-Way located at a portion of the northwest corner of 1st Street NW and B Street NW.

Description of right-of-way:

This right(s)-of-way (ROW) proposed for vacation consists of a portion of northwest corner of 1st Street NW and B Street NW.

The area proposed for vacation is bound by Parcel No. 049200-0460 on the north side and Parcel No. 132104-9022 on the west side. The area to the southeast is the existing roadway of 1st Street NW and B Street NW. The total proposed ROW vacation area is approximately 1,040 square feet (0.02 acres).

The proposed vacation area of a portion of the northwest corner of 1st Street NW and B Street NW became ROW when the south 32.5 feet of the proposed vacation area was dedicated as ROW by the plat of 1st Addition to Town of Slaughter on November 21, 1887, recorded in Vol. 2 of Plats at Page 84 Records of King County, WA by L.W. and Mary Ballard. The north 7.5 feet of the proposed vacation area was dedicated as ROW with previous development of Parcel No. 049200-0460 to the north through Right of Way Dedication Deed under King County Recording No. 20091118001497, dated November 18, 2009.

See Exhibit "A" for legal description and Exhibit "B" for survey depiction.

Proposal:

Sound Transit is developing the adjacent parcel to the north of the proposed vacation area and would utilize the vacated area to locate improvements associated with their project outside of the parking garage building they are constructing on Parcel No. 049200-0460.

Applicable Policies & Regulations:

- RCW's applicable to this situation - meets requirements of Chapter 35.79 RCW.
- MUTCD standards - not affected by this proposal.

- City Code or Ordinances - meets requirements of Chapter 12.48 ACC.
- Comprehensive Plan Policy - not affected.
- City Zoning Code - not affected.

Public Benefit:

- The ROW vacation supports development and construction of the second Sound Transit Parking Garage in Auburn which will help facilitate commute trip reduction by addressing commuter parking needs.
- The ROW vacation decreases the street maintenance obligation of the City.

Discussion:

The vacation proposal was circulated to adjacent property owners, franchised utilities, and City staff, including City Utility Divisions for review and comment.

1. BNSF Railroad – BNSF supports the vacation as an adjacent property owner and has signed the ROW Vacation Petition.
2. Puget Sound Energy, Inc (PSE) – Comments from PSE were received and PSE does have existing electrical facilities consisting of a pole, underground lines and handholes for which they request an easement be reserved. PSE does not have any gas facilities in the proposed vacation area.
3. Comcast – Comments from Comcast were received and Comcast has no facilities in the location of the vacation and does not require an easement.
4. Lumen – Comments from Lumen were received. They have no facilities in the right-of-way for which they require an easement and have no objections to the vacation.
5. Astound Broadband – Comments from Astound were received and Astound has no facilities in the location of the vacation and does not require an easement.
6. Fatbeam LLC – Comments from Fatbeam were received and they do not have fiber in this location and do not require an easement.
7. Engineering – Engineering has no objections to the proposed vacation.
8. Transportation – Transportation supports the requested vacation.
9. Traffic Operations – There is no transportation fiber in the area.
10. Planning – Planning has no comments.
11. Water – Water has no comments.
12. Sewer – Sewer has no comments.
13. Storm – Storm has no comments.
14. VRFA – VRFA has no comments.
15. Solid Waste – Solid Waste has no comments.
16. Police – The proposed vacation does not appear to impact police operations.
17. Streets – Streets has no comments.
18. Construction – Construction has no comments.

19. Innovation and Technology – Innovation and Technology has no comments on the proposed vacation.

Assessed Value:

ACC 12.48.045 states: “The city council may require as a condition of the ordinance that the city be compensated for the vacated right-of-way in an amount which does not exceed one-half the value of the right-of-way so vacated, except in the event the subject property or portions thereof were acquired at public expense or have been part of a dedicated public right-of-way for 25 years or more, compensation may be required in an amount equal to the full value of the right-of-way being vacated. The city engineer shall estimate the value of the right-of-way to be vacated based on the assessed values of comparable properties in the vicinity. If the value of the right-of-way is determined by the city engineer to be greater than \$2,000 the applicant will be required to provide the city with an appraisal by an MAI appraiser approved by the city engineer, at the expense of the applicant. The city reserves the right to have a second appraisal performed at the city’s expense.”

RCW 35.79.030 states the vacation “shall not become effective until the owners of property abutting upon the street or alley, or part thereof so vacated, shall compensate such city or town in an amount which does not exceed one-half the appraised value of the area so vacated. If the street or alley has been part of a dedicated public right-of-way for twenty-five years or more, or if the subject property or portions thereof were acquired at public expense, the city or town may require the owners of the property abutting the street or alley to compensate the city or town in an amount that does not exceed the full appraised value of the area vacated.”

An appraisal by an MAI appraiser of the subject right-of-way was required to be submitted by the applicant. The appraisal was reviewed and found to be acceptable. The appraisal values the right-of-way using an “Across the Fence” appraisal methodology which values the subject right-of-way at \$86,000. The south 32.5 feet of right-of-way has been right-of-way for more than 25 years and was provided through dedication of the plat of 1st Addition to Town of Slaughter in 1887. The north 7.5 feet of right-of-way was provided through Right of Way Dedication Deed to the City in 2009.

Recommendation:

Staff recommends that the right-of-way vacation be granted subject to the following conditions:

1. An Easement shall be reserved for Puget Sound Energy, Inc. electric facilities.
2. Staff recommend that compensations for the value of the right-of-way not be required as the right-of-way was acquired through dedication of a plat or Right of Way Dedication Deed at no cost to the City.

VAC25-0002 - 1st Street NW and B Street NW - Vicinity Map

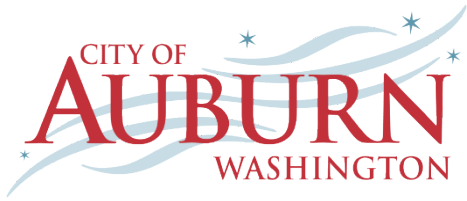
Printed On: 6/13/2025
Map created by City of Auburn eGIS



1: 1128



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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5848 (Whalen)

A Resolution authorizing the Mayor to execute a Purchase and Sale Agreement on behalf of the City of Auburn, to sell vacant property to Industrial Works, LLC

Meeting Date:

August 18, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5848.)

Department:

Legal

Attachments:

Resolution No. 5848, Purchase and Sale Agreement

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5848.

Background for Motion:

City staff recommend the adoption of Resolution No. 5848, authorizing the Mayor to negotiate and execute a purchase and sale agreement with Industrial Works, LLC for property previously declared as surplus property by the City Council.

Background Summary:

The subject property, King County Tax Parcel Numbers 4297200115 and 4297200120 (the "Surplus Property"), was originally acquired by the City in 2001 as part of the South 277th Street Improvement Project. The portion of the land required for Right-of-Way ("ROW") purposes was dedicated accordingly, as authorized by Resolution No. 5189. The remaining portion, which was not needed for ROW, was declared surplus through the ratification of Resolution No. 4336 and is described herein as the Surplus Property.

The Surplus Property is generally located at the SE corner of South 277th Street and B Street NW.

In the past, the City has entered into purchase agreements for the Surplus Property. However, previous buyers failed to close on the transactions, primarily due to the Surplus Property's location within a designated floodplain and the associated development costs and challenges.

In April and May of 2025, Industrial Works, LLC acquired adjacent parcels at an approximate price of \$5.00 per square foot. This price reflects the site-specific constraints noted above. Industrial's offer for the Surplus Property, at \$60,655.00, for approximately 12,000 square feet of vacant property is consistent with this \$5.00 per square foot valuation from the acquisition of the adjacent parcels.

Councilmember: Tracy Taylor

Staff: Jason Whalen

RESOLUTION NO. 5848

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR
TO EXECUTE A PURCHASE AND SALE AGREEMENT ON
BEHALF OF THE CITY OF AUBURN, TO SELL VACANT
PROPERTY TO INDUSTRIAL WORKS, LLC

WHEREAS, the City of Auburn ("City") owns vacant land at the intersection of B Street NW and 50th Street NW; and

WHEREAS, in 2001 Auburn acquired the land as part of the S 277th Street Reconstruction Project (C116). In 2008, the City declared it surplus through Resolution 4336, and in 2015 the City dedicated a portion of it as right-of-way through Resolution 5189; and

WHEREAS, the remaining portion of the land, now commonly referenced as King County parcel numbers 4297200115 & 4297200120, is approximately 12,000 square feet in size and is zoned for manufacturing (the "Surplus Property"); and

WHEREAS, Industrial Works, LLC has submitted an offer to purchase the Surplus Property from the City for the purchase price of \$60,655; and

WHEREAS, it is in the public's best interest for the City to enter into a purchase and sale agreement with Industrial Works, LLC for the Surplus Property.

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

Section 1. The Mayor is authorized to negotiate and execute a purchase and sale agreement for the sale of the Surplus Property, which agreement shall be in substantial conformity with the terms and conditions set forth in that purchase and sale agreement attached as Exhibit A.

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

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney



Kidder Mathews
12886 Interurban Ave. S.
Seattle, WA 98168
Phone: 206-248-7300
Fax: 206-248-7342

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Page 1 of 17

COMMERCIAL & INVESTMENT REAL ESTATE PURCHASE & SALE AGREEMENT

SPECIFIC TERMS

Reference Date: June 20, 2025

Offer Expiration Date: _____ 5:00pm (the third day after Reference Date, if not completed)

1. **PROPERTY:** The Property is legally described on Exhibit A. Address: 278th XXX
City of Auburn, King County, Washington. Tax Parcel No(s): 4297200115 and 4297200120
Included Personal Property: ☐ None; ☐ If on and used in connection with the Property, per Section 26
(None, if not completed).
2. **BUYER(S):** Industrial Works, LLC
a(n) _____
3. **SELLER(S):** City of Auburn
a(n) _____
4. **PURCHASE PRICE:** \$ 60,655.00 (Sixty Thousand Six Hundred Fifty Five and no/100) Dollars
Payable as: ☒ Cash; ☐ Financing (attach CBA Form PS_FIN); ☐ Other: _____
5. **EARNEST MONEY:** \$ 5,000.00 (Five Thousand and no/100) Dollars; Held by: ☐ Buyer Brokerage Firm; ☒ Closing Agent
Form of Earnest Money: ☒ Wire/Electronic Transfer; ☐ Check; ☐ Note (attach CBA Form PS_EMN); ☐ Other: _____
Earnest Money Due Date: ☒ 3 (three) days after Mutual Acceptance; ☐ _____ days after the Feasibility Contingency Date; or ☐ _____
6. **FEASIBILITY CONTINGENCY DATE:** 30 (thirty) days after Mutual Acceptance (30 days after Mutual Acceptance if not completed.)
7. **CLOSING DATE:** ☐ _____; ☒ 15 (fifteen) days after waiving the Feasibility Period
8. **CLOSING AGENT:** Chelsey Parra
9. **TITLE INSURANCE COMPANY:** Stewart Title & Escrow
10. **DEED:** ☐ Statutory Warranty Deed; or ☒ Bargain and Sale Deed.
11. **POSSESSION:** ☒ on closing; ☐ Other: _____ (on closing if not completed).
12. **SELLER CITIZENSHIP (FIRPTA):** Seller ☐ is; ☒ is not a foreign person for purposes of U.S. income taxation.

INITIALS: Buyer DS Date 6/26/2025 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

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**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

- 13. BUYER'S DEFAULT:** (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies.
- 14. SELLER'S DEFAULT:** (check only one) ☒ Recover Earnest Money or Specific Enforcement; ☐ Buyer's Election of Remedies.
- 15. UNPAID UTILITIES:** Buyer and Seller ☐ Do Not Waive (attach CBA Form UA); ☒ Waive
- 16. AGENCY DISCLOSURE:**
Buyer represented by: ☐ Buyer Broker; ☒ Buyer/Listing Broker (limited dual agent); ☐ Unrepresented
Seller represented by: ☐ Listing Broker; ☒ Buyer/Listing Broker (limited dual agent); ☐ Unrepresented
- 17. BUYER BROKERAGE FIRM COMPENSATION:** See Section 47.
- 18. EXHIBITS AND ADDENDA.** The following Exhibits and Addenda are made a part of this Agreement:
- | | |
|--|---|
| ☐ Earnest Money Promissory Note, CBA Form EMN | ☐ Back-Up Addendum, CBA Form BU-A |
| ☐ Blank Promissory Note, LPB Form No. 28A | ☐ Vacant Land Addendum, CBA Form VLA |
| ☐ Blank Short Form Deed of Trust, LPB Form No. 20 | ☐ Financing Addendum, CBA Form PS_FIN |
| ☐ Blank Deed of Trust Rider, CBA Form DTR | ☐ Tenant Estoppel Certificate, CBA Form PS_TEC |
| ☐ Utility Charges Addendum, CBA Form UA | ☐ Defeasance Addendum, CBA Form PS_D |
| ☐ FIRPTA Certification, CBA Form 22E | ☐ Lead-Based Paint Disclosure, CBA Form LP-LS |
| ☐ Assignment and Assumption, CBA Form PS-AS | ☐ Other: _____ |
| ☐ Addendum/Amendment, CBA Form PSA | ☐ Other: _____ |

INITIALS:  6/26/2025

Buyer _____	Date _____	Seller _____	Date _____
Buyer _____	Date _____	Seller _____	Date _____

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**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

19. IDENTIFICATION OF THE PARTIES. The following is the contact information for the parties involved in this Agreement:

Buyer(s):
Contact: Industrial Works, LLC
Address: 24913 104th Ave SE
Kent, WA 98030
Business Phone:
Cell Phone: 206.432.5819
Fax:
Email: cityskynoz@gmail.com
Buyer Brokerage Firm
Name: Kidder Mathews
Assumed Name:
Buyer Broker: Mike Newton
Firm Address: 12886 Interurban Ave S
Seattle, WA 98168
Firm Phone: 206.248.7300
Broker Phone: 206.248.7311
Firm Email:
Broker Email: mike.newton@kidder.com
Fax:
CBA Office No.:
Copy of Notices to Buyer to :

Name:
Company:
Address:

Business Phone:
Fax:
Cell Phone:
Email:

Seller(s):
Contact: City of Auburn WA
Address: 25 W Main
Auburn, WA 98001
Business Phone: 253.288.4325
Cell Phone:
Fax:
Email: jarndt@auburnwa.gov
Listing Firm
Name: Kidder Mathews
Assumed Name:
Listing Broker: Mike Newton
Firm Address: 12886 Interurban Ave S
Seattle, WA 98168
Firm Phone: 206.248.7300
Broker Phone: 206.248.7311
Firm Email:
Broker Email: mike.newton@kidder.com
Fax:
CBA Office No.:
Copy of Notices to Seller to :

Name: Josh Arndt
Company: City of Auburn
Address: 25 W Main
Auburn, WA 98001
Business Phone: 253.288.4325
Fax:
Cell Phone: 253.561.1235
Email: jarndt@auburnwa.gov

INITIALS: Buyer  Date 6/26/2025 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____



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COMMERCIAL & INVESTMENT REAL ESTATE PURCHASE & SALE AGREEMENT (CONTINUED)

GENERAL TERMS

- 20. Purchase and Sale.** Buyer agrees to buy and Seller agrees to sell the commercial real estate identified in Section 1 as the Property and all improvements thereon. Unless expressly provided otherwise in this Agreement or its Addenda, the Property shall include (i) all of Seller's rights, title and interest in the Property, (ii) all easements and rights appurtenant to the Property, (iii) all buildings, fixtures, and improvements on the Property, (iv) all unexpired leases and subleases; and (v) all included personal property.
- 21. Acceptance; Counteroffers.** If this offer is not timely accepted, it shall lapse and the Earnest Money shall be refunded to Buyer. If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the _____ day (if not filled in, the second day) following receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the Earnest Money shall be refunded to Buyer. No acceptance, offer or counteroffer from Buyer is effective until a signed copy is received by Seller, the Listing Broker or the licensed office of the Listing Broker. No acceptance, offer or counteroffer from Seller is effective until a signed copy is received by Buyer, the Buyer Broker or the licensed office of the Buyer Broker. "Mutual Acceptance" shall occur when the last counteroffer is signed by the offeree, and the fully-signed counteroffer has been received by the offeror, his or her broker, or the licensed office of the broker. If any party is not represented by a broker, then notices must be delivered to that party and shall be effective when received by that party.
- 22. Earnest Money.** Buyer Broker and Buyer Brokerage Firm are authorized to transfer Earnest Money to Closing Agent as necessary. Buyer Brokerage Firm shall deposit any check to be held by Buyer Brokerage Firm within 3 days after receipt or Mutual Acceptance, whichever occurs later. If the Earnest Money is to be held by Buyer Brokerage Firm and is over \$10,000, it shall be deposited to: ☐ the Buyer Brokerage Firm's pooled trust account (with interest paid to the State Treasurer); or ☐ a separate interest bearing trust account in Buyer Brokerage Firm's name, provided that Buyer completes an IRS Form W-9 (if not completed, separate interest bearing trust account). The interest, if any, shall be credited at closing to Buyer. If this sale fails to close, whoever is entitled to the Earnest Money is entitled to interest. Unless otherwise provided in this Agreement, the Earnest Money shall be applicable to the Purchase Price.
- 23. Title Insurance.**
- a. **Title Report.** Seller authorizes Buyer, its Lender, Listing Broker, Buyer Broker or Closing Agent, at Seller's expense, to apply for and deliver to Buyer a standard coverage owner's policy of title insurance from the Title Insurance Company. Buyer shall have the discretion to apply for an extended coverage owner's policy of title insurance and any endorsements, provided that Buyer shall pay the increased costs associated with an extended policy including the excess premium over that charged for a standard coverage policy, the cost of any endorsements requested by Buyer, and the cost of any survey required by the title insurer. If Seller previously received a preliminary commitment from a title insurer that Buyer declines to use, Buyer shall pay any cancellation fee owing to the original title insurer. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed.
- b. **Permitted Exceptions.** Buyer shall notify Seller of any objectionable matters in the title report or any supplemental report within the earlier of: (a) _____ days (20 days if not completed) after receipt of the preliminary commitment for title insurance; or (b) the Feasibility Contingency Date. This Agreement shall terminate and Buyer shall receive a refund of the Earnest Money, less any costs advanced or committed for Buyer, unless, within five (5) days of Buyer's notice of such objections Seller shall give notice, in writing,

INITIALS: Buyer M Date 6/26/2025 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

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(CONTINUED)**

of its intent to remove all objectionable provisions before Closing. If Seller fails to give timely notice that it will clear all disapproved objections, this Agreement shall automatically terminate and Buyer shall receive a refund of the Earnest Money, less any costs advanced or committed for Buyer, unless Buyer notifies Seller within three (3) days that Buyer waives any objections which Seller does not agree to remove. If any new title matters are disclosed in a supplemental title report, then the preceding termination, objection and waiver provisions shall apply to the new title matters except that Buyer's notice of objections must be delivered within three (3) days of receipt of the supplemental report by Buyer and Seller's response or Buyer's waiver must be delivered within two (2) days of Buyer's notice of objections. The Closing Date shall be extended to the extent necessary to permit time for these notices. Buyer shall not be required to object to any mortgage or deed of trust liens, or the statutory lien for real property taxes, and the same shall not be deemed to be Permitted Exceptions; provided, however, that the lien securing any financing which Buyer has agreed to assume shall be a Permitted Exception. Except for the foregoing, those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." Seller shall reasonably cooperate with Buyer and the title company to clear objectionable title matters and shall provide an affidavit containing the information and reasonable covenants requested by the title company. The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

- c. **Title Policy.** At Closing, Buyer shall receive an ALTA Form 2006 Owner's Policy of Title Insurance with standard or extended coverage (as specified by Buyer) dated as of the Closing Date in the amount of the Purchase Price, insuring that fee simple title to the Property is vested in Buyer, subject only to the Permitted Exceptions ("Title Policy"), provided that Buyer acknowledges that obtaining extended coverage may be conditioned on the Title Company's receipt of a satisfactory survey paid for by Buyer. If Buyer elects extended coverage, then Seller shall execute and deliver to the Title Company on or before Closing the such affidavits and other documents as the Title Company reasonably and customarily requires to issue extended coverage.

24. Feasibility Contingency. Buyer's obligations under this Agreement are conditioned upon Buyer's satisfaction, in Buyer's sole discretion, concerning all aspects of the Property, including its physical condition; the presence of or absence of any hazardous substances; the contracts and leases affecting the Property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyer's intended purpose. This Agreement shall terminate and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice that the Feasibility Contingency is NOT satisfied to Seller before 5:00pm on the Feasibility Contingency Date. If NO such notice is timely given, the feasibility contingency shall be deemed to be satisfied and Buyer shall be deemed to have accepted and waived any objection regarding any aspects of the Property as they exist on the Feasibility Contingency Date.

- a. **Books, Records, Leases, Agreements.** Within 10 days (3 days if not filled in) Seller shall deliver to Buyer or post in an online database maintained by Seller or Listing Broker, to which Buyer has been given unlimited access, true, correct and complete copies of all documents in Seller's possession or control relating to the ownership, operation, renovation or development of the Property, excluding appraisals or other statements of value, and including the following: statements for real estate taxes, assessments, and utilities for the last three years and year to date; property management agreements and any other agreements with professionals or consultants; leases or other agreements relating to occupancy of all or a portion of the Property and a suite-by-suite schedule of tenants, rents, prepaid rents, deposits and fees; plans, specifications, permits, applications, drawings, surveys, and studies; maintenance records, accounting records and audit reports for the last three years and year to date; any existing environmental reports; any existing surveys; any existing inspection reports; and "Vendor Contracts" which shall include

INITIALS: Buyer M Date 6/26/2025 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____



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maintenance or service contracts, and installments purchase contracts or leases of personal property or fixtures used in connection with the Property. Buyer shall determine by the Feasibility Contingency Date: (i) whether Seller will agree to terminate any objectionable Vendor Contracts; and (ii) whether Seller will agree to pay any damages or penalties resulting from the termination of objectionable Vendor Contracts. Buyer's waiver of the Feasibility Contingency shall be deemed Buyer's acceptance of all Vendor Contracts which Seller has not agreed in writing to terminate. Buyer shall be solely responsible for obtaining any required consents to such assumption and the payment of any assumption fees. Seller shall cooperate with Buyer's efforts to receive any such consents but shall not be required to incur any out-of-pocket expenses or liability in doing so. Any information provided or to be provided by Seller with respect to the Property is solely for Buyer's convenience and Seller has not made any independent investigation or verification of such information (other than that the documents are true, correct, and complete, as stated above) and makes no representations as to the accuracy or completeness of such information, except to the extent expressly provided otherwise in this Agreement. Seller shall transfer the Vendor Contracts as provided in Section 26.

- b. **Access.** Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property at reasonable times subject to the rights of and after legal notice to tenants, to conduct inspections concerning the Property, including without limitation, the structural condition of improvements, hazardous materials, pest infestation, soils conditions, sensitive areas, wetlands, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance and shall comply with Seller's reasonable requirements including those relating to security, confidentiality, and disruption of Seller's tenants. Buyer shall not perform any invasive testing including environmental inspections beyond a phase I assessment or contact the tenants or property management personnel without obtaining Seller's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Buyer shall restore the Property and all improvements to substantially the same condition they were in prior to inspection. Buyer shall be solely responsible for all costs of its inspections and feasibility analysis and has no authority to bind the Property for purposes of statutory liens. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents, which obligation shall survive closing. Buyer may continue to enter the Property in accordance with the terms and conditions set forth in this Section 24 after removal or satisfaction of the Feasibility Contingency only for the purpose of leasing or to satisfy conditions of financing.
- c. ☐ (check if applicable) **Access Insurance.** Notwithstanding anything in this Section 24 to the contrary, prior to entering the Property and while conducting any inspections pursuant to subsection (b) above, Buyer shall, at no cost or expense to Seller: (a) procure and maintain commercial general liability (occurrence) insurance in an amount no less than \$2,000,000 on commercially reasonable terms adequate to insure against all liability arising out of any entry onto or inspections of the Property that lists Seller and Tenant as additional insureds; and (b) deliver to Seller prior to entry upon the Property certificates of insurance for Buyer and any applicable agents or representatives evidencing such required insurance.
- d. Buyer waives, to the fullest extent permissible by law, the right to receive a seller disclosure statement (e.g. "Form 17") if required by RCW 64.06 and its right to rescind this Agreement pursuant thereto. However, if Seller would otherwise be required to provide Buyer with a Form 17, and if the answer to any of the questions in the section of the Form 17 entitled "Environmental" would be "yes," then Buyer does not waive the receipt of the "Environmental" section of the Form 17 which shall be provided by Seller.

INITIALS: Buyer DS
M Date 6/26/2025 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____



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25. Conveyance. Title shall be conveyed subject only to the Permitted Exceptions. If this Agreement is for conveyance of Seller's vendee's interest in a Real Estate Contract, the deed shall include a contract vendee's assignment sufficient to convey after-acquired title. At Closing, Seller and Buyer shall execute and deliver to Closing Agent CBA Form PS-AS Assignment and Assumption Agreement transferring all leases and Vendor Contracts assumed by Buyer pursuant to Section 26(b) and all intangible property transferred pursuant to Section 26(b).

26. Personal Property.

- a. If this sale includes the personal property located on and used in connection with the Property, Seller will itemize such personal property in an Exhibit to be attached to this Agreement within ten (10) days of Mutual Acceptance. The value assigned to any personal property shall be \$ _____ (if not completed, the County-assessed value if available, and if not available, the fair market value determined by an appraiser selected by the Listing Broker and Buyer Broker). Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale.
- b. In addition to the leases and Vendor Contracts assumed by Buyer pursuant to Section 25 above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals; all rights, claims, causes of action, and warranties under contracts with contractors, engineers, architects, consultants or other parties associated with the Property; all utility, security and other deposits and reserve accounts made as security for the fulfillment of any of Seller's obligations; any name of or telephone numbers for the Property and related trademarks, service marks or trade dress; and guaranties, warranties or other assurances of performance received.

27. Seller's Underlying Financing. Unless Buyer is assuming Seller's underlying financing, Seller shall be responsible for confirming the existing underlying financing is not subject to any "lock out" or similar covenant which would prevent the lender's lien from being released at closing. In addition, Seller shall provide Buyer notice prior to the Feasibility Contingency Date if Seller is required to substitute securities for the Property as collateral for the underlying financing (known as "defeasance"). If Seller provides this notice of defeasance to Buyer, then the parties shall close the transaction in accordance with the process described in CBA Form PS_D or any different process identified in Seller's defeasance notice to Buyer.

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28. Closing of Sale. Buyer and Seller shall deposit with Closing Agent by 12:00 p.m. on the scheduled Closing Date all instruments and monies required to complete the purchase in accordance with this Agreement. Upon receipt of such instruments and monies, Closing Agent shall cause the deed to be recorded and shall pay to Seller, in immediately available funds, the Purchase Price less any costs or other amounts to be paid by Seller at Closing. "Closing" shall be deemed to have occurred when the deed is recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement. Sale proceeds shall be considered available to Seller, even if they cannot be disbursed to Seller until the next business day after Closing. Notwithstanding the foregoing, if Seller informed Buyer before the Feasibility Contingency Date that Seller's underlying financing requires that it be defeased and may not be paid off, then Closing shall be conducted in accordance with the three (3)-day closing process described in CBA Form PS_D. This Agreement is intended to constitute escrow instructions to Closing Agent. Buyer and Seller will provide any supplemental instructions requested by Closing Agent provided the same are consistent with this Agreement.

29. Closing Costs and Prorations. Seller shall deliver an updated rent roll to Closing Agent not later than two (2) days before the scheduled Closing Date in the form required by Section 24(a) and any other information reasonably requested by Closing Agent to allow Closing Agent to prepare a settlement statement for Closing. Seller certifies that the information contained in the rent roll is correct as of the date submitted. Seller shall pay the premium for the owner's standard coverage title policy. Buyer shall pay the excess premium attributable to any extended coverage or endorsements requested by Buyer, and the cost of any survey required in connection with the same. Seller and Buyer shall each pay one-half of the escrow fees. Any real estate excise taxes shall be paid by the party who bears primary responsibility for payment under the applicable statute or code. Real and personal property taxes and assessments payable in the year of closing; collected rents on any existing tenancies; expenses already incurred by Seller that relate to services to be provided to the Property after the Closing Date; interest; utilities; and other operating expenses shall be pro-rated as of Closing. Seller will be charged and credited for the amounts of all of the pro-rated items relating to the period up to and including 11:59 pm Pacific Time on the day preceding the Closing Date, and Buyer will be charged and credited for all of the pro-rated items relating to the period on and after the Closing Date. If tenants pay any of the foregoing expenses directly, then Closing Agent shall only pro rate those expenses paid by Seller. Buyer shall pay to Seller at Closing an additional sum equal to any utility deposits or mortgage reserves for assumed financing for which Buyer receives the benefit after Closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. If the Property was taxed under a deferred classification prior to Closing, then Seller shall pay all taxes, interest, penalties, deferred taxes or similar items which result from removal of the Property from the deferred classification. At Closing, all refundable deposits on tenancies shall be credited to Buyer or delivered to Buyer for deposit in a trust account if required by state or local law. Buyer shall pay any sales or use tax applicable to the transfer of personal property included in the sale.

INITIALS:  6/26/2025
Buyer Date Seller Date
Buyer Date Seller Date

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- 30. Post-Closing Adjustments, Collections, and Payments.** After Closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at Closing based upon estimates. Any bills or invoices received by Buyer after Closing which relate to services rendered or goods delivered to the Seller or the Property prior to Closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made. Notwithstanding the foregoing, if tenants pay certain expenses based on estimates subject to a post-closing reconciliation to the actual amount of those expenses, then Buyer shall be entitled to any surplus and shall be liable for any credit resulting from the reconciliation. Rents collected from each tenant after Closing shall be applied first to rentals due most recently from such tenant for the period after closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period prior to closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after receipt. Seller shall be entitled to pursue any lawful methods of collection of delinquent rents but shall have no right to evict tenants after Closing. Any adjustment shall be made, if any, within 180 days of the Closing Date, and if a party fails to request an adjustment by notice delivered to the other party within the applicable period set forth above (such notice to specify in reasonable detail the items within the Closing Statement that such party desires to adjust and the reasons for such adjustment), then the allocations and prorations at Closing shall be binding and conclusive against such party.
- 31. Operations Prior to Closing.** Prior to Closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same or better condition than as existing on the date of Mutual Acceptance but shall not be required to repair material damage from casualty except as otherwise provided in this Agreement. After the Feasibility Contingency Date, Seller shall not enter into or modify existing rental agreements or leases (except that Seller may enter into, modify, extend, renew or terminate residential rental agreements or residential leases for periods of 12 months or less in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond Closing without obtaining Buyer's consent, which shall not be withheld unreasonably.
- 32. Possession.** Buyer shall accept possession subject to all tenancies disclosed to Buyer before the Feasibility Contingency Date.

INITIALS:  Buyer _____ Date 6/26/2025 Seller _____ Date _____
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33. Seller's Representations. Except as disclosed to or known by Buyer prior to the satisfaction or waiver of the Feasibility Contingency, including in the books, records and documents made available to Buyer, or in the title report or any supplemental report or documents referenced therein, Seller represents to Buyer that, to the best of Seller's actual knowledge, each of the following is true as of the date hereof: (a) Seller is authorized to enter into the Agreement, to sell the Property, and to perform its obligations under the Agreement, and no further consent, waiver, approval or authorization is required from any person or entity to execute and perform under this Agreement; (b) The books, records, leases, agreements and other items delivered to Buyer pursuant to this Agreement comprise all material documents in Seller's possession or control regarding the operation and condition of the Property, are true, accurate and complete to the best of Seller's knowledge, and no other contracts or agreements exist that will be binding on Buyer after Closing; (c) Seller has not received any written notices that the Property or any business conducted thereon violate any applicable laws, regulations, codes and ordinances; (d) Seller has all certificates of occupancy, permits, and other governmental consents necessary to own and operate the Property for its current use; (e) There is no pending or threatened litigation which would adversely affect the Property or Buyer's ownership thereof after Closing; (f) There is no pending or threatened condemnation or similar proceedings affecting the Property, and the Property is not within the boundaries of any planned or authorized local improvement district; (g) Seller has paid (except to the extent prorated at Closing) all local, state and federal taxes (other than real and personal property taxes and assessments described in Section 29 above) attributable to the period prior to closing which, if not paid, could constitute a lien on Property (including any personal property), or for which Buyer may be held liable after Closing; (h) Seller is not aware of any concealed material defects in the Property except as disclosed to Buyer before the Feasibility Contingency Date; (i) There are no Hazardous Substances (as defined below) currently located in, on, or under the Property in a manner or quantity that presently violates any Environmental Law (as defined below); there are no underground storage tanks located on the Property; and there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law at the Property; (j) Seller has not granted any options nor obligated itself in any matter whatsoever to sell the Property or any portion thereof to any party other than Buyer; and (k) Neither Seller nor any of its respective partners, members, shareholders or other equity owners, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute or executive order; and (l) the individual signing this Agreement on behalf of Seller represents and warrants to Buyer that he or she has the authority to act on behalf of and bind Seller. As used herein, the term "Hazardous Substances" shall mean any substance or material now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation, or ordinance governing any substance that could cause actual or suspected harm to human health or the environment ("Environmental Law"). The term "Hazardous Substances" specifically includes, but is not limited to, petroleum, petroleum by-products, and asbestos.

If prior to Closing Seller or Buyer discovers any information which would cause any of the representations above to be false if the representations were deemed made as of the date of such discovery, then the party discovering the information shall promptly notify the other party in writing and Buyer, as its sole remedy, may elect to terminate this Agreement by giving Seller notice of such termination within five (5) days after Buyer first received actual notice (with the Closing Date extended to accommodate such five (5) day period), and in such event, the Earnest Money Deposit shall be returned to Buyer. Buyer shall give notice of termination within five (5) days of discovering or receiving written notice of the new information. Nothing in this paragraph shall prevent Buyer from pursuing its remedies against Seller if Seller had actual knowledge of the newly discovered information such that a representation provided for above was false.

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- 34. As-Is.** Except for the express representations and warranties in this Agreement, (a) Seller makes no representations or warranties regarding the Property; (b) Seller hereby disclaims, and Buyer hereby waives, any and all representations or warranties of any kind, express or implied, concerning the Property or any portion thereof, as to its condition, value, compliance with laws, status of permits or approvals, existence or absence of hazardous material on site, suitability for Buyer's intended use, occupancy rate or any other matter of similar or dissimilar nature relating in any way to the Property, including the warranties of fitness for a particular purpose, tenantability, habitability and use; (c) Buyer takes the Property "AS IS" and with all faults; and (d) Buyer represents and warrants to Seller that Buyer has sufficient experience and expertise such that it is reasonable for Buyer to rely on its own pre-closing inspections and investigations.
- 35. Buyer's Representations.** Buyer represents that Buyer is authorized to enter into the Agreement; to buy the Property; to perform its obligations under the Agreement; and that neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated hereby will: (a) conflict with or result in a breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Buyer; or (b) constitute a breach of any agreement to which Buyer is a party or by which Buyer is bound. The individual signing this Agreement on behalf of Buyer represents that he or she has the authority to act on behalf of and bind Buyer.
- 36. Claims.** Any claim or cause of action with respect to a breach of the representations and warranties set forth herein shall survive for a period of nine (9) months from the Closing Date, at which time such representations and warranties (and any cause of action resulting from a breach thereof not then in litigation, including indemnification claims) shall terminate. Notwithstanding anything to the contrary in this Agreement: (a) Buyer shall not make a claim against Seller for damages for breach or default of any representation or warranty, unless the amount of such claim is reasonably anticipated to exceed \$25,000; and (b) under no circumstances shall Seller be liable to Buyer on account of any breach of any representation or warranty in the aggregate in excess of the amount equal to \$250,000, except in the event of Seller's fraud or intentional misrepresentation with respect to any representation or warranty regarding the environmental condition of the Property, in which case Buyer's damages shall be unlimited.
- 37. Condemnation and Casualty.** Seller bears all risk of loss until Closing, and thereafter Buyer bears all risk of loss. Buyer may terminate this Agreement and obtain a refund of the Earnest Money if improvements on the Property are materially damaged or if condemnation proceedings are commenced against all or a portion of the Property before Closing, to be exercised by notice to Seller within ten (10) days after Seller's notice to Buyer of the occurrence of the damage or condemnation proceedings. Damage will be considered material if the cost of repair exceeds the lesser of \$100,000 or five percent (5%) of the Purchase Price. Alternatively, Buyer may elect to proceed with closing, in which case, at Closing, Seller shall not be obligated to repair any damage, and shall assign to Buyer all claims and right to proceeds under any property insurance policy and shall credit to Buyer at Closing the amount of any deductible provided for in the policy.
- 38. FIRPTA Tax Withholding at Closing.** Closing Agent is instructed to prepare a certification (CBA or NWMLS Form 22E, or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act, and Seller shall sign it on or before Closing. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

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- i. **Forfeiture of Earnest Money.** Seller may terminate this Agreement and keep that portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price as liquidated damages as the sole and exclusive remedy available to Seller for such failure.
- ii. **Seller's Election of Remedies.** Seller may, at its option, (a) terminate this Agreement and keep that portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- b. **Seller's default.** In the event Seller fails, without legal excuse, to complete the sale of the Property, then the applicable provision as identified in Section 14 shall apply:
 - i. **Recover Earnest Money or Specific Enforcement.** As Buyer's sole remedy, Buyer may either (a) terminate this Agreement and recover all Earnest Money or fees paid by Buyer whether or not the same are identified as refundable or applicable to the purchase price; or (b) bring suit to specifically enforce this Agreement and recover incidental damages, provided, however, Buyer must file suit within sixty (60) days from the Closing Date or from the date Seller has provided notice to Buyer that Seller will not proceed with closing, whichever is earlier.
 - ii. **Buyer's Election of Remedies.** Buyer may, at its option, (a) bring suit against Seller for Buyer's actual damages, (b) bring suit to specifically enforce this Agreement and recover any incidental damages, or (c) pursue any other rights or remedies available at law or equity.
- c. Neither Buyer nor Seller may recover consequential damages such as lost profits. If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and costs. In the event of trial, the amount of the attorneys' fees shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the State of Washington without regard to its principles of conflicts of laws.

43. Miscellaneous Provisions.

- a. **Complete Agreement.** This Agreement and any addenda and exhibits thereto state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or other written agreements which modify or affect the Agreement, and no modification of this Agreement shall be effective unless agreed in writing and signed by the parties.
- b. **Counterpart Signatures.** This Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.
- c. **Electronic Delivery and Signatures.** Electronic delivery of documents (e.g., transmission by facsimile or email) including signed offers or counteroffers and notices shall be legally sufficient to bind the party the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will replace electronically delivered offers or counteroffers with original documents. The parties acknowledge that a signature in electronic form has the same legal effect as a handwritten signature.
- d. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a

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Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding this provision, no party shall be obligated to extend closing as part of its agreement to facilitate completion of a like-kind exchange. In addition, notwithstanding Section 41 above, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

44. Information Transfer. In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller's written request copies of all materials received from Seller and any non-privileged plans, studies, reports, inspections, appraisals, surveys, drawings, permits, applications or other development work product relating to the Property in Buyer's possession or control as of the date this Agreement is terminated.

45. Confidentiality. Until and unless closing has been consummated, Buyer and Seller shall follow reasonable measures to prevent unnecessary disclosure of information obtained in connection with the negotiation and performance of this Agreement. Neither party shall use or knowingly permit the use of any such information in any manner detrimental to the other party.

46. Agency Disclosure. Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Brokerage Firm's Branch Manager (if any) and any of Buyer Brokerage's Firm's Managing Brokers who supervise Buyer Broker represent the same party that Buyer Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and any of Listing Firm's Managing Brokers who supervise Listing Broker represent the same party that the Listing Broker represents. All parties acknowledge receipt of the pamphlet entitled "Real Estate Brokerage in Washington."

47. Buyer Broker's Compensation Disclosure.

a. Compensation from Seller. The compensation offered and paid to Buyer Brokerage Firm by Seller for providing buyer brokerage services to Buyer related to the Property is:

- ☐ Offered: _____ % of purchase price; Paid: _____ % of purchase price
☐ Offered: \$ _____; Paid: \$ _____
☐ Offered: Other: _____; Paid: Other: _____

b. Compensation from Listing Firm. The compensation offered and paid to Buyer Brokerage Firm by the Listing Firm for providing buyer brokerage services to Buyer related to the Property is:

- ☐ Offered: _____ % of purchase price; Paid: _____ % of purchase price
☐ Offered: \$ _____; Paid: \$ _____
☐ Offered: Other: _____; Paid: Other: _____

INITIALS: Buyer  Date 6/26/2025 Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____

 **Kidder Mathews**
12886 Interurban Ave. S.
Seattle, WA 98168
Phone: 206-248-7300
Fax: 206-248-7342

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Form: PS_1A
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**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

48. Seller's Acceptance and Brokerage Agreement. Seller agrees to sell the Property on the terms and conditions herein. The Listing Firm's compensation shall be paid as specified in the listing or commission agreement. If there is no written listing or commission agreement, Seller agrees to pay to Listing Firm compensation of 5.00 % of the sales price or \$ _____. The compensation to Buyer Brokerage Firm shall be paid as set forth in this Agreement. Seller and Buyer consent to Listing Firm and Buyer Brokerage Firm receiving compensation from more than one party and to the sharing of compensation between firms. Seller and Buyer hereby assign to Listing Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing Firm or Buyer Brokerage Firm to enforce this Section, the prevailing party is entitled to reasonable attorneys' fees and expenses. The Property described in attached Exhibit A is commercial real estate. Notwithstanding Section 45 above, the pages containing this Section, the parties' signatures and an attachment describing the Property may be recorded.

Listing Broker and Buyer Broker Disclosure. EXCEPT AS OTHERWISE DISCLOSED IN WRITING TO BUYER OR SELLER, THE BUYER BROKER, LISTING BROKER, AND FIRMS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OR CONDUCTED ANY INDEPENDENT INVESTIGATION CONCERNING THE LEGAL EFFECT OF THIS AGREEMENT, BUYER'S OR SELLER'S FINANCIAL STRENGTH, BOOKS, RECORDS, REPORTS, STUDIES, OR OPERATING STATEMENTS; THE CONDITION OF THE PROPERTY OR ITS IMPROVEMENTS; THE FITNESS OF THE PROPERTY FOR BUYER'S INTENDED USE; OR OTHER MATTERS RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE PROPERTY'S ZONING, BOUNDARIES, AREA, COMPLIANCE WITH APPLICABLE LAWS (INCLUDING LAWS REGARDING ACCESSIBILITY FOR DISABLED PERSONS), OR HAZARDOUS OR TOXIC MATERIALS INCLUDING MOLD OR OTHER ALLERGENS. SELLER AND BUYER ARE EACH ADVISED TO ENGAGE QUALIFIED EXPERTS TO ASSIST WITH THESE DUE DILIGENCE AND FEASIBILITY MATTERS, AND ARE FURTHER ADVISED TO SEEK INDEPENDENT LEGAL AND TAX ADVICE RELATED TO THIS AGREEMENT.

INITIALS:  Buyer _____ Date 6/26/2025 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____



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**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

IN WITNESS WHEREOF, the parties have signed this Agreement intending to be bound.

Buyer Nazary Ivanchuk
Printed name and type of entity
Buyer *Nazary Ivanchuk* Member
Signature and title

Date signed 6/26/2025

Seller _____
Printed name and type of entity

Seller _____
Signature and title

Date signed _____

Buyer _____
Printed name and type of entity

Buyer _____
Signature and title

Date signed _____

Seller _____
Printed name and type of entity

Seller _____
Signature and title

Date signed _____

INITIALS: Buyer  Date 6/26/2025 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

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**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

EXHIBIT A *
[Legal Description]

Legal Description: 8 through 13, inclusive, Block 3, Townsite of Lewisville, according to the plat thereof recorded in Volume 8 of Plats at page 72, in King County, Washington;

Except that portion of said Lots 8 through 13 reserved for public road right of way lying west of the following described line:

Commencing at "B" Street Northwest Stationing line 4+79.05 PC as shown on sheet 3 of 3 of Record of Survey filed in Volume 156 of Surveys at page 211B under recording number 20021205900008, Records of King County, Washington;

Thence southeasterly to a point on the south line of said Lot 8 located at "B" Street Northwest Stationing 4+73.99 and 68.16 feet right, and the true point of beginning;

Thence northerly to a point on the north line of said Lot 11 located at "B" Street Northwest Stationing 6+17.88 and 83.41 feet right;

Thence northeasterly to a point located at "B" Street Northwest Stationing 6+34.48 and 92.66 feet right;

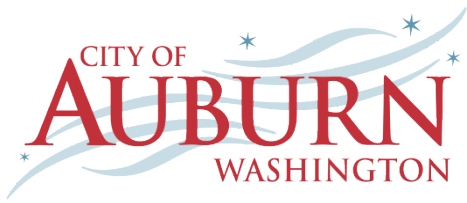
Thence northeasterly to a point located at "B" Street Northwest Stationing 6+55.74 and 123.37 feet right;

Thence northeasterly to a point on the east line of said Lot 13 located at "B" Street Northwest Stationing 6+63.76 and 144.30 feet right and the terminus of this line.

Containing 12,099 square feet.

* To ensure accuracy in the legal description, consider substituting the legal description contained in the preliminary commitment for title insurance or a copy of the Property's last vesting deed for this page. Do not neglect to label the substitution "Exhibit A." You should avoid transcribing the legal description because any error in transcription may render the legal description inaccurate and this Agreement unenforceable.

INITIALS:  6/26/2025
Buyer Date Seller Date
Buyer Date Seller Date



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5850 (Martinson)

A Resolution authorizing the Mayor to execute an amendment to the Interlocal Agreement for the provision of District Court Services between King County and the City of Auburn

Meeting Date:

August 18, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5850.)

Department:

Human Resources and Risk Management

Attachments:

RES 5850_Amendment to KCDC ILA_, RES 5850_Amendment to the ILA for Provision of District Court Service 2025, RES 5850_'Exhibit A'

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5850.

Background for Motion:

City Council to adopt Resolution No. 5850 authorizing execution of the amendment to the Interlocal Agreement for District Court services, incorporating updates to probation services through the remainder of the Agreement term to ensure continued, uninterrupted probation services to the community of Auburn.

Background Summary:

The City of Auburn Human Resources Department has engaged with King County to ensure continuity and clarify the provision of probation services for the remainder of the current Interlocal Agreement ("ILA"). The proposed amendment aims to incorporate updates to probation services as outlined in the ILA. Partner cities will be charged for their use of probation services through King County via an annual reconciliation process, with invoices issued by June of the following year. The current ILA is set to terminate on December 31, 2026, with final billing for probation services anticipated by June 2027.

Councilmember: Cheryl Rakes

Staff: Candis Martinson

RESOLUTION NO. 5850

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE PROVISION OF DISTRICT COURT SERVICES BETWEEN KING COUNTY AND THE CITY OF AUBURN

WHEREAS, in 2012, the City of Auburn entered into an Interlocal Agreement with King County for district court services ("ILA"). The most recent version of the Interlocal Agreement was effective January 1, 2022 for an initial term of five (5) years ending on December 31, 2026; and

WHEREAS, the City of Auburn provided written notice to the county on May 8, 2025, for termination of the current ILA effective December 31, 2026; and

WHEREAS, the ILA provides for periodic review by all parties through the District Court Management Review Committee ("DCMRC"). At the DCMRC meeting on March 6, 2025, King County informed the City partners of their intent to move forward with a full cost recovery model for district court services, which will require the City of Auburn to incur additional costs for probation services; and

WHEREAS, maintaining uninterrupted probation services throughout the term of the ILA is necessary to uphold the integrity and effectiveness of community supervision efforts; and

WHEREAS, the county has finalized an amendment for "Exhibit A" and the ILA to incorporate updates to probation services; and

WHEREAS, it is in the best interest of the City of Auburn to ensure continuity and clarity in the provision of probation services during the remaining term of the ILA; and

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 Interlocal Agreement for the provision of District Court services between King County and the City of Auburn. The amendment will be in substantial conformity with the amendment attached as Exhibit A.

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

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

EXHIBIT A

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE PROVISION OF
DISTRICT COURT SERVICES BETWEEN KING COUNTY AND THE CITY OF _____**

This is an amendment to the Interlocal Agreement for Provision of District Court Services ("Agreement") between King County ("County") and the City of _____ ("City") (collectively, the "Parties") executed 2022.

The Parties hereby agree to amend the Agreement as follows:

1. Exhibit A (dated January 2021) is replaced with Exhibit A (Revised 2025), which is attached to this amendment.
2. Subparagraph (d) of Paragraph 4.9 Local Court Revenue is modified as follows:

 (d) Probation Revenue related to compliance monitoring;
3. The Parties agree that this amendment to the Agreement is technical in nature and is consistent with the intent of the Agreement.
4. The Parties further agree that all other terms and conditions of the Agreement not modified by this amendment shall remain in full force and effect.
5. This amendment shall be effective as of the date signed by King County below.

City of _____

King County

City Manager

Shannon Braddock
King County Executive

Date: _____

Date: _____

EXHIBIT A

SUMMARY TO ATTACHMENTS A THROUGH Q

Attachment	Item	City Case Costs 2023	City Case Costs 2022
A	2023 District Court Program Budget		
	Salaries and Benefits	6,160,117	4,863,998
	Non-Facility costs/Non-CX overhead		
B	costs less probation	754,492	783,218
C	Security Costs per Facility	672,987	648,125
D	Facilities - Call Center/Payment Center	21,895	22,838
E	Reconciliation Costs	420	1,467
	One-Time Costs for District Court		
	Technology and System Improvement		
F	Projects	65,712	63,536
J-Facility Costs	Facility Usage	312,089	330,697
	Probation	889,018	
	TOTAL CITY CASE COSTS IN 2023:	8,876,730	6,713,879
	TOTAL CITY REVENUE IN 2023	\$ 6,051,043	\$ 4,655,279
	Percentage of Total City Case Costs to Total City Revenue 2023	147%	144%
City Dedicated Costs			
G	Dedicated City space	-	-
	TOTAL CITY COSTS w/ DEDICATED	8,876,730	6,713,879

Methodology/Definitions/Notes:

1. District Court Program Budget: A budget that is created by the Court to portion out salaries and benefits by specific court programs
2. Based on the District Court Program Budget (Attachment A), contract cities represent a percentage of District Court Program Budget Costs ----->
3. The District Court Program Budget will be updated annually as will the percentage representing contract cities.
4. The multiplier referred to in Exhibit A is the percentage of the District Court Program Budget attributed to contract cities (see Attachment A).
5. The "City Cost" for each year, calculated by the County, is equal to the sum of Attachments A through G and Facility Costs.
6. The account codes referenced throughout this Exhibit may be modified by the County and the codes referenced herein are deemed to include any future successor or modified codes adopted by the County.
7. Amendment to ILA 2025 added city cost allocation for active probation cases handled by KCDC.

21.90%

City	City Portion of Case Costs *includes probation	City Dedicated Costs	Total City Cost	Total City Revenue *includes probation	City Revenue Paid	Difference of Total City Cost and City Revenue Paid	City Remittance to County 2023	County Reimbursement to City 2023
Algona	\$ 166,646	-	166,646	53,347	54,907	111,740	\$111,740	-
Auburn	\$ 2,528,770	-	2,528,770	1,374,988	14,886	2,513,884	\$2,513,884	-
Beaux Arts	\$ -	-	-	-	0	0.00	-	-
Bellevue	\$ 2,708,628	-	2,708,628	3,639,371	2,970,081	(261,453)		\$261,453
Burien	\$ 631,021	-	631,021	74,640	77,048	553,973	\$553,973	-
Carnation	\$ 14,149	-	14,149	1,413	1,731	12,418	\$12,418	-
Covington	\$ 260,149	-	260,149	75,868	79,318	180,831	\$180,831	-
Duvall	\$ 2,128	-	2,128	1,863	1,863	265	\$265	-
Kenmore	\$ 281,113	-	281,113	335,778	337,133	(56,019)		\$56,019
Pacific	\$ 261,246	-	261,246	59,426	59,886	201,360	\$201,360	-
Redmond	\$ 1,152,634	-	1,152,634	248,603	253,298	899,336	\$899,336	-
Sammamish	\$ 310,846	-	310,846	101,385	102,143	208,703	\$208,703	-
Shoreline	\$ 559,076	-	559,076	83,555	86,803	472,273	\$472,273	-
Skykomish	\$ -	-	-	-	0	0		-
Woodinville	\$ 325	-	325	807	807	(483)		\$483
Total	\$8,876,730	\$0	\$8,876,730	\$6,051,043	\$4,039,904	\$4,836,826	\$5,154,781	\$317,955

Note: Revised 2025 to include probation costs for active supervision cases, if applicable (see worksheet H).

ATTACHMENT "A" - TO THE FINANCIAL EXHIBIT												
King County District Court												
2023 District Court Program Budget Salaries and Benefits												
	Judges				OP/J/						Salary/Benefit	
	*	Clerks*	LT*	CM*	Central	Aides*	Prob	PO Is	Prob	Total	Expenditure	% to subtotal
					Admin		Mgmt		Support *			
County-State Criminal	8.67	9.30	0.16		1.94	4.76	0.08			24.90	4,337,994	15.42%
County-State Infractions	0.88	15.80	0.26		3.29	6.12	0.14			26.50	3,388,233	12.05%
County-State Civil	4.73	23.68	0.39		4.94	9.65	0.21			43.60	6,055,507	21.53%
City Contracts	8.07	19.35	0.32		4.03	8.49	0.17			40.44	6,160,117	21.90%
DV Court	1.03	1.43	0.02		0.30	0.69	0.01			3.49	580,344	2.06%
Jail/Felony/Expedited	1.85	1.28	0.02		0.27	0.62	0.01			4.05	769,666	2.74%
Passports		1.04	0.02		0.22	0.29	0.01			1.57	193,006	0.69%
Subtotal without Probation	25.23	71.89	1.20		14.98	30.61	0.64			144.55	\$ 21,484,868	will not add up to 100%
Total Salary and benefits for Court											\$ 28,123,377	
District Court Program Budget, Salaries and Benefits attributed to Contract Cities.											\$ 6,160,117	
Multiplier Percent of Salaries and Benefits for Contract Cities											21.90%	
County Probation		2.12	0.09		1.15	2.36	0.02	1.90	4.89	3.42	15.95	2,158,895
City Probation		1.91	0.08		0.99	2.04	0.02	1.60	4.11	2.88	13.63	1,842,415
DV Court Probation		0.68	0.02		0.29	0.58	0.01	0.39	1.00	0.70	3.66	490,645
Subtotal Probation Costs		4.71	0.19		2.43	4.97	0.04	3.89	10.00	7.00	33.24	\$ 4,491,955
											14.19%	
District Court Costs	25.23	76.60	1.39	17.41	35.58	0.68	3.89	10.00	7.00	177.79	\$ 32,615,331	

1.15 *Judges included in Central Admin
9.00 *Call Center Clerks counted in Central Admin
8.00 *Payment Center Clerks counted in Central Admin
3.00 *CM included in Central Admin for Call Center & Payment Center
7.00 *Court Clerks counted in Prob Support

** Does not include RMHC, RVC, Comm Crt
*** Does not include 3 CMS Clerks
****Does not include 3 frozen positions

ATTACHMENT "B" - TO THE FINANCIAL EXHIBIT

Non-Facility costs/Non-CX overhead costs less probation

Probation Staff as % 14.19%

Dpt_DISTRICT COURT(0530)	2023 Total District Court	Probation where applicable	Net less probation	Comments
CX FUND				
52110 OFFICE SUPPLIES	63,476	9,010	54,467	
52180 MINOR ASSET NON CONTROL	9,528	1,352	8,175	
52181 INVENTORY EQUIP 5K UNDER	5,461	775	4,686	
52189 SOFTWARE NONCAP	4,839	687	4,152	
52190 SUPPLIES IT	14,738	2,092	12,647	
52202 SUPPLIES MISC	29,188	4,143	25,045	
52205 SUPPLIES FOOD	663	94	569	
52208 SUPPLIES UNIFORMS	-	0	-	
52215 PUBLICATIONS	35,478	5,036	30,442	
52222 SUPPLIES COMMUNICATIONS	11,729	1,665	10,064	
52290 MISC OPERATING SUPPLIES	-	0	-	
52391 MAINTENANCE PARTS MATERIALS	-	0	-	
53100 ADVERTISING	0	0	0	
53101 PROF SRV PRINTING	12,164	1,727	10,438	
53102 PROF SRV-Interpreters	848,900	120,489	728,411	
53105 OTHER CONTRACT/PROF SRVCS	208,624	29,611	179,013	
Agency Temp Employees	-	0	-	Adjusted below
53106 EDP & MICROFICHE/FILM SVC	75,983	10,785	65,198	
53108 CONSTRUCTION CONTRACTS	-	-	-	
53120 MISC SERVICES	241,222	34,238	206,984	
53210 SERVICES COMM	-	-	-	
53212 TELECOM SERV-ONE TIME	32,625	4,631	27,994	
53213 CELL PHONE	54,283	7,705	46,579	
532314 CLOUD INFRASTRUCTURE SERVICES	91,485	12,985	78,500	
53216 ONPREM SOFTWARE MAINT SUPPORT	47,393	6,727	40,666	
53220 POSTAGE	134,443	19,082	115,360	
53310 TRAVEL SUBSISTENCE	12,898	1,831	11,068	
53311 TRAVEL SUBSISTENCE	15,057	2,137	12,920	
53325 PARKING FEES	63	9	54	
53330 PURCHASED TRANSPORT	18,393	2,611	15,782	
53611 SERVICES REAPIR MAIN IT	-	-	-	
53612 LAUNDRY SERVICE	-	-	-	
53711 RENT- LEASE	-	-	-	
53712 RENT-COPY MACHINE	25,475	3,616	21,860	
53713 RENT-OTHER EQUIP	9,368	1,330	8,038	
53716 FUR MACH EQP RNTLS LT 1 YR	27,119	3,849	23,270	
53801 LEGAL SRVS	-	-	-	
Jury	71,663	10,172	61,492	Adjust below
Witness	842	119	722	Adjust below
53803 MEMBERSHIPS	6,255	888	5,367	
53808 TAXES AND ASSESSMENTS	-	-	-	
53814 TRAINING	27,142	3,852	23,289	
53863 BANK FEES	21,681	3,077	18,604	
53890 MISC SERVICE CHARGES	40,446	5,741	34,706	
53897 SALES TAX EXPENSE	9,006	1,278	7,728	
55021 ITS EXISTING PROGRAMS	4,620	656	3,964	
55023 ITS NEW DEVELOPMENT	10,432	1,481	8,951	
55025 ITS INFRASTRUCTURE EXPEND	877,420	124,537	752,883	
55026 GIS OPERATIONS	50,332	7,144	43,188	
55027 TECH SERV REBATE	(21,676)	(3,077)	(18,600)	
55032 TELECOM OVERHEAD	-	-	-	
55040 COUNTY PARKING GARAGE	10,074	1,430	8,644	
55045 COURTHOUSE SCREENERS	-	-	-	
55144 PROPERTY SERVICES	336	48	288	Adjusted below
55145 FACILITIES MGMT	12,015	1,705	10,309	
55147 RECORDS AND LICENSING	-	-	-	
55159 FMD COPY CENTER	86	12	74	
55160 CONST & FACILTY MGMT	2,811,529	399,056	2,412,473	Adjusted below
55204 SOLID WASTE SVC	-	-	-	

Dpt_DISTRICT COURT(0530)	2023 Total District Court	Probation where applicable	Net less probation	Comments
55245 FINANCIAL MGMT SVCS	114,732	16,285	98,447	
55249 FMD STRATEGIC INITIATIVE FEE	-	-	-	
55251 INSURANCE REBATE	-	-	-	Probation related see Tab H for split
55252 INSURANCE S/S		153,010		Probation related see Tab H for split
55253 SYSTEM SRVS	-	-	-	
55255 FINANCIAL MGMT SRVCS	-	-	-	
55258 MOTOR POOL	459	65	394	
55264 KCIT SRVS	4,350	617	3,733	
55265 KCIT WORKSTATION SRVS	341,967	48,537	293,430	
55268 KCIT eGOV SERVICES	-	-	-	
55270 KCIT COUNTYWIDE SRVS	161,816	22,967	138,849	
55331 LONG TERM LEASES	4,225	600	3,625	Adjusted below
55347 BRC SRV CHRG	320,040	45,425	274,615	
55350 RADIO ACCESS	1,992	283	1,709	
55351 RADIO MAINTENANCE PROGRAM	816	116	700	
55352 RADIO EQUIP RESERVES	2,614	371	2,243	
55353 EDP EQUIPMENT	-	-	-	
58077 T T KCIT CIP FUND	33,920	4,814	29,106	

Expenditures	6,949,728	1,139,424	5,810,303
---------------------	------------------	------------------	------------------

Total District Court	6,949,728	1,139,424	5,810,303
-----------------------------	------------------	------------------	------------------

53105 OTHER CONTRACT/PROF SRVCS	-	-	-
AGENCY TEMP WORKERS	-	-	-
55045 COURTHOUSE SCREENERS	-	-	-
55144 PROPERTY SERVICES	336	48	288
55331 LONG TERM LEASES	4,225	600	3,625
55249 FMD STRATEGIC INITIATIVE FEE	-	-	-
53801 JURY/WITNESS FEES & MILEAGE	72,505	10,291	62,214
55160 CONST & FACILITY MGMT	2,811,529	399,056	2,412,473
Total Removed Accounts	2,888,595	409,995	2,478,600

Subtotal to Apply Multiplier to:	4,061,133	729,430	3,331,703
---	------------------	----------------	------------------

Multiplier (from Program Budget Salaries/Benefits, see Tab A)	21.90%
"TOTAL CITY COSTS"	754,491.59
City Jury Costs Owed	24,719

Methodology/Definitions/Notes:

1. Annual Total District Court Expenditures means the Final Year End Actual District Court Expenditures as set forth in the County's Accounting, Reporting and Management System ("ORACLE") (when "closed" by the King County Department of Executive Service – Finance) and includes at a minimum all accounts codes 52xxx, 53xxx, 54xxx, 55xxx, 56xxx, 57xxx, 58xxx, 59xxx.
2. Non-Salaries/Benefits, Non-Facilities, & Non-CX Overhead Costs Less Probation includes Annual Total District Court Expenditures less actual expenditures for probation, less account 55160 (facilities/construction), and less 55331 (long term leases). The City Cost is calculated by applying the Multiplier from Attachment A to the Non-Salaries/Benefits, Non-Facilities, & Non-CX Overhead Costs Less Probation.
3. One-Time Costs for District Court Technology and System Improvement Projects totaling under \$100,000 may be included in some of the above accounts (e.g., 53105, 55021, 55025, 56740, and 56741) per Section 4.8 of the Agreement.

City Jury Cost Calculation			
Juries Set	% of Total Juries Set	2022 Total Jury Costs	
State/County			
Criminal	87.00	52.13%	37,795
City	56.90	34.09%	24,719
State/County Civil	23.00	13.78%	9,992
	166.90	100.00%	72,505
		Paid by Cities	0
		Owed by Cities	24,719

ATTACHMENT "C" - TO THE FINANCIAL EXHIBIT

Security Costs per Facility

		<u>Average of</u>	
	<u>Total Sheriff</u>	<u>Judicial</u>	
	<u>Security Costs per</u>	<u>percentage</u>	<u>City Case</u>
	<u>Facility (capped</u>	<u>and clerical</u>	<u>Costs per</u>
	<u>amount)</u>	<u>percentage</u>	<u>Facility</u>
Facility		<u>per Facility</u>	
Auburn	270,419	70%	188,652
Bellevue	270,419	75%	201,933
Burien	270,419	14%	38,872
Issaquah	270,419	14%	37,458
MRJC	270,419	8%	21,639
Redmond	270,419	33%	87,930
Seattle	270,419	0%	-
Shoreline	270,419	36%	96,504
			672,987

Total Security Costs per Facility	Cost per FTE	# of FTEs
Security screener includes Overtime	\$ 98,638	1.00
Deputy/Marshal includes Overtime	\$ 163,674	1.33
Sergeant includes Overtime	\$ 10,512	0.05
	<u>\$ 272,824</u>	

Security Cost Increase Cap Calculation:

1%				
Year	Security Costs Per Facility	CPI-W + 1%	Cap	Capped Costs per Facility
2017	\$ 216,477			\$ 216,477
2018	\$ 220,189	4.40%		\$ 220,189
2019	\$ 258,287	3.10%		\$ 227,015
2020	\$ 256,789	2.90%		\$ 233,598
2021	\$ 260,292	5.80%		\$ 245,278
2022	\$ 263,032	9.80%		\$ 257,542
2023	\$ 272,824	6.50%		\$ 270,419
2024		1.00%		\$ -
2025		1.00%		\$ -
2026		1.00%		\$ -
2027		1.00%		\$ -
2028		1.00%		\$ -
2029		1.00%		\$ -
2030		1.00%		\$ -
2031		1.00%		\$ -
2032		1.00%		\$ -

Calculation of Multiplier by Facility:

	Clerical Need Percentage			Judicial Need Percentage			G = (C+F)/2
	A	B	C = B/A	D	E	F = E/D	
	Total Clerical Need per Facility	Total Contract City Clerical Need	Percent of Clerical Need for Contract Cities	Total Judicial Need per Facility	Total Contract City Judicial Need	Percent of Judicial Need for Contract Cities	Average of Clerical Need Percent and the Judicial Need Percent by Facility
Auburn	16.00	6.42	40%	2.16	2.15	99%	70%
Bellevue	12.00	7.61	63%	2.20	1.89	86%	75%
Burien	15.00	1.59	11%	3.00	0.54	18%	14%
Issaquah	10.00	0.72	7%	1.80	0.37	20%	14%
MRJC	21.00	1.05	5%	5.20	0.57	11%	8%
Redmond	13.00	2.53	19%	3.00	1.37	46%	33%
Seattle	24.00						
Shoreline	11.00	1.34	12%	2.00	1.18	59%	36%

Methodology/Definitions/Notes:

- The multiplier by facility is the average of the percent of clerical need for contract cities in the facility and the percent of judicial need for contract cities in the facility. The City Cost is the product of the actual staff salary and benefits for security and screening at each facility and the multiplier by facility.
- FTE costs include salary, benefits, overtime, vacation, sick leave and required training for security personnel.
- Security cost increases shall not exceed 100% (one hundred percent) of the Seattle-Tacoma-Bellevue CPI-W, annual, plus an additional 1% (one percent), with a maximum capped increase of a 5% (five percent) in any given year for the total security costs per facility starting in 2022.

ATTACHMENT "D" - TO THE FINANCIAL EXHIBIT

Facilities - Call Center/Payment Center

Year 2023

Facility	<u>Sq Footage</u> <u>by facility</u>	<u>Shared Space</u>	<u>Total per foot</u> <u>cost</u>	<u>Multiplier</u>	<u>City Case</u> <u>Costs</u>
Call Center	2,459	2,459	\$ 28.56	21.90%	15,383
Payment Center	1,041	1,041	\$ 28.56	21.90%	6,512
Total Costs					21,895

Methodology/Definitions/Notes:

1. The "Total per foot cost" rate for each year is calculated in the attachment "Facility Rates" pursuant to Exhibit B. Changing the year at the top of this sheet will update the facility rate.

ATTACHMENT "E" - TO THE FINANCIAL EXHIBIT

Reconciliation Costs

Total Costs for Reconciliation **\$420**

Calculation of Reconciliation Costs

Staff person name	KCDC Director	Budget Manager/City Contracts	PSB Budget Analyst	Total
Hours spent on Reconciliation	3.00	-	1.00	4.0
Cost per hour (include Salary and Benefits)	\$ 106.82	\$ -	99.58	206.4
Total Costs for reconciliation	\$320	\$0	99.58	\$420

Specific Task done and hours spent on Reconciliation listed below

Reconciliation Documents Preparation	2.00
Review/ Analysis Reconciliation Documents	1.00
Sum of All Hours	3.00

Methodology/Definitions/Notes:

1. The amount the County incurs to complete the annual reconciliation as referenced in Section 4.3.

ATTACHMENT "F" - TO THE FINANCIAL EXHIBIT

One-Time Costs for District Court Technology and System Improvement Projects

	City Contribution			Reserve				
	Threshold	City Multiplier	City Share	Beginning Balance	Expenditures	Interest Earnings	Ending Balance	Reserve Cap*
2021	300,000	19.44%	58,315	812,668.64	0.00	4,979.64	875,963.28	1,187,530.89
2022	300,000	21.18%	63,536	875,963.28	514,957.00	4,265.24	365,271.52	1,000,000.00
2023	300,000	21.90%	65,712	365,271.52	0.00	63,536.00	428,807.52	1,020,000.00
2024	300,000						0	1,040,400.00
2025	300,000						0	1,061,208.00
2026	300,000						0	1,082,432.16
2027	300,000						0	1,104,080.80
2028	300,000						0	1,126,162.42
2029	300,000						0	1,148,685.67
2030	300,000						0	1,171,659.38
2031	300,000						0	1,195,092.57
2032	300,000						0	1,218,994.42
2033	300,000						0	1,243,374.31
2034	300,000						0	1,268,241.79
2035	300,000						0	1,293,606.63
2036	300,000						0	1,319,478.76

Methodology/Definitions/Notes:

1. This Attachment is developed pursuant to Exhibit C. The City Multiplier is calculated in Attachment A. The City Cost is the product of the multiplier and the threshold unless adjusted or waived in any year where the reserve is projected to exceed the equivalent of the Cities' share of reserve cap \$1,000,000 increased by 2% per year beginning in 2022.
2. FY21 and FY22 values are estimates for placeholders only and trued up in 2022.

ATTACHMENT "G" - TO THE FINANCIAL EXHIBIT

Dedicated City space

	<u>Dedicated City Space</u>	<u>Total square foot charge</u>	<u>City cost for dedicated city space</u>	<u>Description</u>
Algona			-	
Auburn			-	
Beaux Arts			-	
Bellevue			-	
Burien			-	
Carnation			-	
Covington			-	
Duvall			-	
Kenmore			-	
Pacific			-	
Redmond			-	
Sammamish			-	
Shoreline	-		-	
Skykomish			-	
Woodinville			-	
Total	-		-	

Methodology/Definitions/Notes:

- Figures for dedicated and shared spaces are based on FMD rate.

Summary of All City Costs for Cities

Methodology/Definitions/Notes:

1. This attachment (and Non-Facility Costs and Facility Costs- Security portion only) divide the overall City Costs as determined in Exhibit A to individual cities based on the same method currently used to allocate costs. Facility costs allocation is noted below.
2. Those costs which are mainly salaries and benefits and are non-facility based, Attachments A, B, E, F, and G, are allocated based on each cities percentage of all cities' clerical weights.
3. Those costs which are facility based, Attachment C is allocated based on the average of city case filings percentage and city judicial weights percentage per facility, Attachment Facility Costs allocates facility costs based on FMD standard square footage for an FTE-clerk and judicial square footage based on an individual building's average courtroom+jury+chambers+348 jury assembly room square footage
4. The tables below describe how this method allocates these costs across each city.

Summary of City Case Costs			Method for Allocation		
Total Costs per Summary Exhibit A			Non-Facility Costs		
Attachment	Item	City Case Costs 2023	Clerical Weights	Facility Costs	% Clerical Need/Judicial Weights
A	2023 District Court Program Budget Salaries and Benefits	6,160,117	\$ 6,160,117		
B	Non-Facility costs/Non-CX overhead	754,492	\$ 754,492		
C	Security Costs per Facility	672,987		\$ 672,987	
D	Facilities - Call Center/Payment Center	21,895	\$ 21,895		
E	Reconciliation Costs	420	\$ 420		
F	Technology and System Improvement	65,712	\$ 65,712		
J-Facility Costs	Facility Usage	312,089		\$ 312,089	
	Probation	889,018	\$ -		
	TOTAL CITY CASE COSTS IN 2023:	8,876,730	\$ 7,002,636	\$ 985,077	
	TOTAL CITY REVENUE IN 2023	\$ 6,051,043			
City Dedicated Costs					
G	Dedicated City issue	-	-		
	TOTAL CITY COSTS w/ DEDICATED	8,876,730			

City	Non-Facility Costs	Facility Usage/Security Costs	Probation	Dedicated Costs*	Total City Costs	Total City Revenue	Difference
Algona	\$ 135,214	\$ 27,329	\$ 4,103	\$ -	\$ 166,646	\$ 53,347	\$ (113,300)
Auburn	\$ 1,889,029	\$ 167,377	\$ 471,863	\$ -	\$ 2,528,270	\$ 1,374,988	\$ (1,153,782)
Beaux Arts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bellevue	\$ 2,506,696	\$ 201,933	\$ -	\$ -	\$ 2,708,628	\$ 3,639,371	\$ 930,743
Burien	\$ 523,647	\$ 85,490	\$ 21,884	\$ -	\$ 631,021	\$ 74,640	\$ (556,381)
Carnation	\$ 1,695	\$ 12,454	\$ -	\$ -	\$ 14,149	\$ 1,413	\$ (12,737)
Covington	\$ 224,329	\$ 20,775	\$ 15,045	\$ -	\$ 260,149	\$ 75,868	\$ (184,281)
Duval	\$ -	\$ -	\$ -	\$ -	\$ 2,128	\$ 1,863	\$ (265)
Kenmore	\$ 187,688	\$ 53,762	\$ 39,664	\$ -	\$ 281,113	\$ 335,778	\$ 54,665
Pacific	\$ 211,951	\$ 41,089	\$ 8,206	\$ -	\$ 261,246	\$ 59,426	\$ (201,820)
Redmond	\$ 833,081	\$ 184,149	\$ 135,404	\$ -	\$ 1,152,634	\$ 248,603	\$ (904,031)
Sammamish	\$ 236,833	\$ 63,071	\$ 10,942	\$ -	\$ 310,846	\$ 101,385	\$ (209,461)
Shoreline	\$ 252,473	\$ 124,696	\$ 181,907	\$ -	\$ 559,076	\$ 83,555	\$ (475,521)
Skylomish	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Woodinville	\$ -	\$ 325	\$ -	\$ -	\$ 325	\$ 807	\$ 483
Total	\$ 7,002,636	\$ 985,077	\$ 889,018	\$ -	\$ 8,876,730	\$ 6,051,043	\$ (2,825,688)

CITY PROBATION ALLOCATION

District Court City/State Probation

Jurisdiction	Probation Case Count	Percentage of Probation Officers
Algona	3	0.23%
Auburn	345	26.18%
Beaux Arts	0	0.00%
Bellevue	0	0.00%
Burien	16	1.21%
Carnation	0	0.00%
Covington	11	0.83%
Kenmore	29	2.20%
Pacific	6	0.46%
Redmond	99	7.51%
Sammamish	8	0.61%
Shoreline	133	10.09%
Skylomish	0	0.00%
State	668	50.68%
Total	1318	100.00%

District Court City Probation

Jurisdiction	Probation Case Count	Percentage of Probation Officers
Algona	3	0.46%
Auburn	345	53.08%
Beaux Arts	0	0.00%
Bellevue	0	0.00%
Burien	16	2.46%
Carnation	0	0.00%
Covington	11	1.69%
Kenmore	29	4.46%
Pacific	6	0.92%
Redmond	99	15.23%
Sammamish	8	1.23%
Shoreline	133	20.46%
Skylomish	0	0.00%
Total	650	100.00%

Probation Cases

City Cases	49.32%
State Cases	50.68%

* Probation Officer City Need 4.19

Position	FTE	Salary	Benefits	Total	Per FTE	Portion Per PO	Cost Per PO	Note
Director	1	\$ 164,466.00	\$ 48,204.00	\$ 212,670.00	\$ 212,670.00	0.096	\$ 11,815.00	*Includes MHC 4 FTES
Manager	1	\$ 144,381.00	\$ 48,152.00	\$ 192,533.00	\$ 192,533.00	0.071	\$ 13,752.36	
* Lead	2	\$ 240,294.00	\$ 88,218.00	\$ 328,512.00	\$ 164,256.00	0.238	\$ 39,168.74	
Probation Staff	10	\$ 1,009,042.00	\$ 342,366.00	\$ 1,351,428.00	\$ 135,142.80			
Total	14							
Presiding Judge	1	\$ 221,684.00	\$ 57,824.00	\$ 279,508.00	\$ 279,508.00	0.004	\$ 1,188.38	*Includes KCDC staff (235.20)

* Lead Probation Officer per 5 probation staff, pro rate if above or below 5 probation staff per lead

JURISDICTION	Portion of PO	Cost PO	Cost PO Director	Cost PO Manager	Cost PO Lead	Cost of Presiding Judge	Cost Probation Insurance	Total Per City
Probation officer need	4.19						\$ 153,610	
Algona	0.02	\$ 2,616	\$ 229	\$ 266	\$ 758	\$ 23	\$ 212	\$ 4,103
Auburn	2.23	\$ 300,802	\$ 26,298	\$ 30,610	\$ 87,182	\$ 2,645	\$ 24,326	\$ 471,863
Beaux Arts	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bellevue	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Burien	0.10	\$ 13,950	\$ 1,220	\$ 1,420	\$ 4,043	\$ 123	\$ 1,128	\$ 21,884
Carnation	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covington	0.07	\$ 9,591	\$ 838	\$ 976	\$ 2,780	\$ 84	\$ 776	\$ 15,045
Kenmore	0.19	\$ 25,285	\$ 2,211	\$ 2,573	\$ 7,328	\$ 222	\$ 2,045	\$ 39,664
Pacific	0.04	\$ 5,231	\$ 457	\$ 532	\$ 1,519	\$ 46	\$ 423	\$ 8,206
Redmond	0.64	\$ 86,317	\$ 7,546	\$ 8,784	\$ 25,017	\$ 759	\$ 6,981	\$ 135,404
Sammamish	0.05	\$ 6,975	\$ 610	\$ 710	\$ 2,022	\$ 61	\$ 564	\$ 10,942
Shoreline	0.86	\$ 115,961	\$ 10,138	\$ 11,800	\$ 33,609	\$ 1,020	\$ 9,378	\$ 181,907
Skylomish	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Contract Cities	4.19	\$ 566,728	\$ 49,547	\$ 57,671	\$ 164,256	\$ 4,984	\$ 45,832	\$ 889,018

Methodology/Definitions/Notes:

1. Based on GAO of 155 cases per probation officer.
2. Removes compliance only cases from probation.
3. Does not include facility, security or overhead costs.

Non-Facility Costs for Cities

Summary of City Case Costs

Total Costs per Summary Exhibit A			Method for Allocation	
Attachment	Item	City Case Costs 2023	Non-Facility Costs Clerical Weights	Facility Costs % Clerical Need/Judicial Weights
A	2023 District Court Program Budget Salaries and Benefits	6,160,117	\$ 6,160,117	
B	Non-Facility costs/Non-CX overhead costs less probation	754,492	\$ 754,492	
C	Security Costs per Facility	672,987		\$ 672,987
D	Facilities - Call Center/Payment Center	21,895	\$ 21,895	
E	Reconciliation Costs	420	420	
F	One-Time Costs for District Court Technology and System Improvement Projects	65,712	\$ 65,712	
J-Facility Costs	Facility Usage	312,089		\$ 312,089
	Probation	889,018		
	TOTAL CITY CASE COSTS IN 2023:	8,876,730	\$ 7,002,636	\$ 985,077
	TOTAL CITY REVENUE IN 2023	\$ 6,051,043		

City Dedicated Costs

G	Dedicated City space	-	-	
	TOTAL CITY COSTS w/ DEDICATED	8,876,730		

Clerical Usage

City	Total Weights (Time)	Percent of All Cities	Cost Distribution
Algona	38,843	1.93%	\$ 135,214
Auburn	542,661	26.98%	\$ 1,889,029
Beaux Arts	0	0.00%	\$ -
Bellevue	720,098	35.80%	\$ 2,506,696
Burien	150,428	7.48%	\$ 523,647
Carnation	487	0.02%	\$ 1,695
Covington	64,443	3.20%	\$ 224,329
Duvall	0	0.00%	\$ -
Kenmore	53,917	2.68%	\$ 187,688
Pacific	60,887	3.03%	\$ 211,951
Redmond	239,319	11.90%	\$ 833,081
Sammamish	68,035	3.38%	\$ 236,833
Shoreline	72,528	3.61%	\$ 252,473
Skykomish	0	0.00%	\$ -
Woodinville	0	0.00%	\$ -
Total	2,011,646	100%	\$ 7,002,636

By Attachment

City	A	B	D	E	F	Total
Algona	\$ 118,946	\$ 14,569	\$ 423	\$ 8	\$ 1,269	\$ 135,214
Auburn	\$ 1,661,751	\$ 203,531	\$ 5,906	\$ 113	\$ 17,726	\$ 1,889,029
Beaux Arts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bellevue	\$ 2,205,104	\$ 270,081	\$ 7,838	\$ 150	\$ 23,522	\$ 2,506,696
Burien	\$ 460,645	\$ 56,420	\$ 1,637	\$ 31	\$ 4,914	\$ 523,647
Carnation	\$ 1,491	\$ 183	\$ 5	\$ 0	\$ 16	\$ 1,695
Covington	\$ 197,339	\$ 24,170	\$ 701	\$ 13	\$ 2,105	\$ 224,329
Duvall	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Kenmore	\$ 165,106	\$ 20,222	\$ 587	\$ 11	\$ 1,761	\$ 187,688
Pacific	\$ 186,450	\$ 22,836	\$ 663	\$ 13	\$ 1,989	\$ 211,951
Redmond	\$ 732,849	\$ 89,759	\$ 2,605	\$ 50	\$ 7,818	\$ 833,081
Sammamish	\$ 208,339	\$ 25,517	\$ 741	\$ 14	\$ 2,222	\$ 236,833
Shoreline	\$ 222,097	\$ 27,202	\$ 789	\$ 15	\$ 2,369	\$ 252,473
Skykomish	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Woodinville	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 6,160,117	\$ 754,492	\$ 21,895	\$ 420	\$ 65,712	\$ 7,002,636

Facility Costs for Cities

Facility Usage

Summary of City Costs				Method for Allocation	
Total Costs per Summary Exhibit A				Non-Facility Costs	Facility Costs % Clerical Need/Judicial Weights
Attachment	Item	City Case Costs 2018	Clerical Weights		
A	2023 District Court Program Budget Salaries and Benefits	6,160,117	\$	6,160,117	
B	Non-Facility costs/Non-CX overhead costs less probation	754,492	\$	754,492	
C	Security Costs per Facility	672,987			\$ 672,987
D	Facilities - Call Center/Payment Center	21,895		21,895	
E	Reconciliation Costs	420		420	
F	One-Time Costs for District Court Technology and System Improvement Projects	65,712	\$	65,712	
J-Facility Costs	Facility Usage	312,089			\$ 312,089
	Probation	889,018			
	TOTAL CITY CASE COSTS IN 2023:	8,876,730	\$	7,002,636	\$ 985,077
	TOTAL CITY REVENUE IN 2023:	\$ 6,051,043			
City Dedicated Costs					
G	Dedicated City space	-		-	
	TOTAL CITY COSTS w/ DEDICATED	8,876,730			

Facility Usage Costs

Courthouse facility charge per square foot

2023 \$		28.56					
Clerical Facility Usage		Total Judicial Need per Facility & Contract City		Judicial Facility Usage		Total Allocated Square Footage	
Total Clerical Need per Facility & Contract City Clerical Need		Clerical Allocated Square Footage		Total Judicial Need per Facility & Contract City		Judicial Allocated Square Footage	
Auburn Courthouse		16.00		2.16			
Auburn		5.74		1.90		\$ -	
Bellevue Courthouse		0.68		0.25		\$ -	
Bellevue		12.00		2.20		\$ -	
Burien Courthouse		0.00		0.00		\$ -	
Burien		7.61		1.89		\$ -	
Issaquah Courthouse		15.00		3.00		10,242 \$	
Issaquah		1.59		0.54		1,632 \$	
MRJC Courthouse		10.00		1.80		5,807 \$	
MRJC		0.005		0.09		277 \$	
Redmond Courthouse		0.72		0.28		911 \$	
Redmond		21.00		5.20		17,192 \$	
Shoreline Courthouse		0.41		0.23		575 \$	
Shoreline		0.64		0.34		981 \$	
Total Cities Allocated Cost		13.00		3.00		6,471 \$	
Total Cities Allocated Cost		2.53		0.02		49 \$	
Total Cities Allocated Cost		2.53		1.34		3,398 \$	
Total Cities Allocated Cost		0.00		0.00		- \$	
Total Cities Allocated Cost		0.00		0.00		7 \$	
Total Cities Allocated Cost		11.00		2.00		4,394 \$	
Total Cities Allocated Cost		0.57		0.29		635 \$	
Total Cities Allocated Cost		0.77		0.90		2,120 \$	
Total Cities Allocated Cost						\$ 312,089	

Square footage assumptions

Component	Square footage - used to determine cost share	Notes
Clerical	200	FMD standard amount per FTE. Square footage of individual facility's rentable square footage
Judicial	Variable, below	of average courtroom+average jury room+average chambers+ Cell J31 (jury assembly). Values from FMD.
Additional Judicial	348	Additional square footage to represent jury assembly space. Building is owned by the City of Auburn.
Auburn Courthouse		Building is leased by the City of Bellevue.
Bellevue Courthouse	2,414	Sq. footage 2066 + 348
Burien Courthouse	3,226	Sq. footage 2878 + 348
Issaquah Courthouse	2,157	Sq. footage 1809 +348
Redmond Courthouse	2,197	Sq. footage 1849 + 348
MRJC (Kent) Courthouse	2,499	Sq. footage (average 2414,3226,2157,2197) includes 348
Seattle Courthouse	2,499	Sq. footage (average 2414,3226,2157,2197) includes 348

Security Costs

Spreading Attachment D (security) across each City

Calculation of Multiplier by Facility:

Clerical Need Percentage				Judicial Need Percentage				Attachment D	
Total Clerical Need per Facility				Total Judicial Need per Facility				Average of the percent values of the Clerical Need by Facility Method and the Judicial Need by Facility Method	
Total Contract City Clerical Need				Total Contract City Judicial Need				Security Costs per Facility	
Percent of Clerical Need for Contract City				Percent of Judicial Need for Contract City					
Auburn Courthouse	16.00	6.42		2.16	2.15			\$	188,652
Auburn		5.74	89%		1.90	89%		\$	167,877
Covington		0.68	11%		0.25	11%		\$	20,775
Bellevue Courthouse	12.00	7.61		2.20	1.89			\$	201,933
Beaux Arts		-	0%		-	0%		\$	-
Bellevue		7.61	100%		1.89	100%		\$	201,933
Burien Courthouse	15.00	1.59		3.00	0.54			\$	38,872
Burien		1.59	100%		0.54	100%		\$	38,872
Issaquah Courthouse	10.00	0.72		1.80	0.37			\$	37,458
Carnation		0.005	0.71%		0.09	23%		\$	4,505
Sammamish		0.72	99%		0.28	77%		\$	32,953
MRJC (Kent) Courthouse	21.00	1.05		5.20	0.57			\$	21,639
Algona		0.41	39%		0.23	40%		\$	8,571
Pacific		0.64	61%		0.34	60%		\$	13,068
Redmond Courthouse	13.00	2.53		3.00	1.37			\$	87,930
Duvall		-	0%		0.02	2%		\$	730
Redmond		2.53	100%		1.34	98%		\$	87,089
Skykomish		-	0%		-	0%		\$	-
Woodinville		-	0%		0.00	0%		\$	111
Shoreline Courthouse	11.00	1.34		2.00	1.18			\$	96,504
Kenmore		0.57	43%		0.29	24%		\$	32,358
Shoreline		0.77	57%		0.90	76%		\$	64,146
Total Cities Allocated Costs				Total Cities Allocated Costs				\$	672,987

Methodology/Definitions/Notes:

- The facility rate per square foot for each year is calculated in the attachment (tab) "Facility Rates." Changing the year in the middle of this sheet (cell A25) will update the facility rate.
- Refer to Exhibit B for the overall methodology for the rate per square foot. Facility costs are based on FMD standard square footage for an FTE-clerk and judicial square footage based on an individual building's average courtroom+jury+chambers+348 jury assembly room square footage.
- Figures for dedicated and shared spaces are based on rentable space consistent with BOMA standards.
- The multiplier by facility for security is the average of the percent of clerical need for contract cities in the facility and the percent of judicial need for contract cities in the facility. The security cost is the product of the multiplier and the total security cost per facility as calculated on tab c.

County/Other Dedicated Space

<u>Facility</u>	<u>Sq. Footage by facility</u>	<u>Dedicated County/Other Space</u>	<u>Description</u>
Auburn	-	-	
Bellevue	-	-	
Burien	11,583	757	County prosecutor occupies two rooms in NW corner of facility.
Issaquah	15,017	4,961	1070 sf is vacant, previously occupied by County prosecutor. 1891 sf for DC probation. 2000 for courtroom
Redmond	11,656	1,020	County prosecutor occupies three rooms off the lobby hallway. County public defender, County Prosecutor (state cases), and Marshall occupy three rooms to the right of the main entrance.
Shoreline	11,523	653	DC probation occupies several offices off the main lobby hallway (653).
Total	49,779	7,391	

Methodology/Definitions/Notes:

1. As requested, the County can provide drawings of these facilities to illustrate how spaces are allocated.

King County District Court City Revenue

	Shared Court Costs Year 2022 YTD Revenues				Shared Court Costs Year 2023 YTD Revenues				Revenue Remitted under Old Contract
	100% Revenue Collected	Split Co/City	Actual Retained by County	Revenue Remitted to City	100% Revenue Collected	Split Co/City 8/21- 7/22 and 8/2022-7/2023	Actual Retained by County (include probation	Revenue Remitted to City	
Algona	20,271	100%/ 0%	20,271		53,347	100%/0%	54,907	0	0
Auburn	334,498	0%/100%	0	334,492	1,374,988	0%/100%	14,886	1,374,988	0
Beaux Arts	0	100%/ 0%	0	0	0	100%/0%	0	0	0
Bellevue	3,676,259	100%/0% then 90%/10%	2,553,352	1,122,907	3,639,371	90%/10% then 70%/30%	2,970,081	699,290	0
Burien	82,909	100%/0%	82,909	0	74,640	100%/0%	77,048	0	0
Carnation	1,182	100%/ 0%	1,182	0	1,413	100%/0% then 50%/50%	1,731	71	0
Covington	55,705	100%/ 0%	55,705	0	75,868	100%/0%	79,318	0	0
Duvall	3,258	100%/ 0%	3,258	0	1,863	100%/0%	1,863	0	0
Kenmore	31,817	100%/ 0%	31,817	0	335,778	100%/0%	337,133	0	0
Pacific	34,544	100%/ 0%	34,544	0	59,426	100%/0%	59,886	0	0
Redmond	249,881	100%/0%	249,881	0	248,603	100%/0%	253,298	0	0
Sammamish	100,812	100%/ 0%	100,812	0	101,385	100%/0%	102,143	0	0
Shoreline	63,345	100%/ 0%	63,345	0	83,555	100%/0%	86,803	0	0
Skykomish	0	100%/ 0%	0	0	0	100%/0%	0	0	0
Woodinville	798	100%/ 0%	798	0	807	100%/0%	807	0	0
	4,655,279		3,197,874	1,457,399	6,051,043		4,039,904	2,074,349	0

Total City Revenue

4,655,279

6,051,043

**Dollar amount is different from page 1. We have deleted cities which no longer contract with us.

Methodology/Definitions/Notes:

1. Contracting Cities changed in 2005 & 2007.
2. Cities that no longer contract with KCDC are not reflected above.
3. Cities with their own probation departments collect and retain their probation revenue. Their probation revenue is not included in this model.

2023 - KING COUNTY DISTRICT COURT FILINGS BY CASETYPE												
	Infraction Traffic	Infraction Non-Traffic	DUI	Criminal Traffic	Criminal Non-Traffic	Protection AH/Orders	Civil	Small Claims	Expedited Hearings	PC Jail Felony Hearings	Parking	Total Jan - Dec
JURISDICTION												
State/County	53,192	679	2,057	92	544	2,311	17,090	2,839	204	8,682	7,302	94,992
Total State/County	53,192	679	2,057	92	544	2,311	17,090	2,839	204	8,682	7,302	94,992
Algona	811	10	9	21	48						-	899
Auburn	1,505	60	157	159	1,985						16,311	20,177
Beaux Arts												0
Bellevue	4,794	10	244	180	1,449						36,340	43,017
Burien	443	3	137	63	470	-					28	1,144
Carnation	7	-	-	-	2						-	9
Covington	740	1	7	62	143						221	1,174
Kenmore	134	-	18	17	41						5,332	5,542
Pacific	917	7	11	66	78						-	1,079
Redmond	2,173	23	74	116	700						1,625	4,711
Sammamish	1,526	2	24	24	72	-					39	1,687
Shoreline	193	16	43	37	255	-					265	809
Skykomish												0
Total Contract Cities	13,243	132	724	745	5,243	0	0	0	0	0	60,161	80,248
Total KCDC	66,435	811	2,781	837	5,787	2,311	17,090	2,839	204	8,682	67,463	175,240

2023 - KING COUNTY DISTRICT COURT WEIGHTED FILINGS BY CASETYPE																
	Infraction Non- Traffic/Traffic	Infraction Non- Traffic/Traffic E-citations	DUI/Physical Control	Misd Traffic	Misd Non- Traffic	DV Court (State Cases)	Protection AH/Orders	Civil	Name Changes	Small Claims/Impounds	Expedited Filings	Felony 1st Appear	Parking	Parking E-citations	Passports	Total Jan - Dec
Case Wgt (Minutes)	40	27	370	305	149	409	132	149	28	60	83	12	9	6	15	
JURISDICTION																
State/County Workload	12,920	1,445,796	761,090	28,060	20,413	135,379	305,052	1,947,579	104,104	188,400	16,932	104,184	65,718	0	98,430	5,234,057
Total State/County	12,920	1,445,796	761,090	28,060	20,413	135,379	305,052	1,947,579	104,104	188,400	16,932	104,184	65,718	0	98,430	5,234,057
Case Wgt (Minutes)	40	27	370	305	149	139							9	6		
Algona	120	22,086	3,330	6,405	3,427	3,475		0	0		0	0	0	0		38,843
Auburn	40	42,228	58,090	48,495	208,153	81,732		0	0		0	0	18,171	85,752		542,661
Beaux Arts	0	0	0	0	0	0		0	0		0	0	0	0		0
Bellevue	80	129,654	90,280	54,900	180,886	32,665		0	0		0	0	40,779	190,854		720,098
Burien	120	11,961	50,690	19,215	42,614	25,576		0	0		0	0	252	0		150,428
Carnation	0	189	0	0	298	0		0	0		0	0	0	0		487
Covington	0	20,007	2,590	18,910	15,943	5,004		0	0		0	0	1,989	0		64,443
Kenmore	0	3,618	6,660	5,185	3,278	2,641		0	0		0	0	1,629	30,906		53,917
Pacific	360	24,705	4,070	20,130	11,622	0							0	0		60,887
Redmond	160	59,184	27,380	35,380	78,821	23,769		0	0		0	0	14,625	0		239,319
Sammamish	0	41,256	8,880	7,320	3,278	6,950		0	0		0	0	351	0		68,035
Shoreline	800	5,103	15,910	11,285	23,840	13,205		0	0		0	0	2,385	0		72,528
Skykomish	0	0	0	0	0	0		0	0		0	0	0	0		0
Total Contract Cities	1,680	359,991	267,880	227,225	572,160	195,017	0	0	0	0	0	0	80,181	307,512	0	2,011,646
	14,600	1,805,787	1,028,970	255,285	592,573	330,396	305,052	1,947,579	104,104	188,400	16,932	104,184	145,899	307,512	98,430	7,245,703

Methodology/Definitions/Notes:

1. The NCSC staffing study was incorporated into case weights in 2007.

County vs. City Weighted Filings		
		%
Total Weighted Filings	7,245,703	100.00%
County Weighted Filings	5,234,057	72.24%
City Weighted Filings	2,011,646	27.76%

2023 - JUDICIAL ALLOCATION

	Total Judicial Units <u>Available</u> per Week	Total Judicial Units <u>Assigned</u> per Week
Total Judicial Units <u>Assigned to County</u> per Week	17.16	
Total Judicial Units <u>Assigned to Cities</u> per Week	8.07	
Cross-check	23.05	25.23
Available/Assigned		25.23

Judicial Officers FTE	24.20
Presiding Judge	(1.00)
Assistant Presiding Judge	(0.15)
Total Judicial Units available per week	23.05

	County/State Criminal	County/State Infractions	County/State Civil	DV Court	Jail/Felony Expedited	Shared
JURISDICTION						
State/County Calendars	731.43	208.92	45.91	222.72	34.64	52.37
State/County Judges	15.04	4.02	0.88	4.28	0.80	1.85
State/County Juries	2.12	1.44		0.44	0.23	
Total Judges Used	17.16	5.46	0.88	4.73	1.03	1.85

JURISDICTION	Total Calendars	Judges for Calendars	Judges for Juries	Total Judges per City	Total Judges Assigned
Albion	7.16	0.14	0.09	0.23	0.23
Auburn	92.12	1.77	0.13	1.90	1.90
Beaux Arts	0.00	0.00	0.00	0.00	0.00
Bellevue	91.58	1.76	0.13	1.89	1.89
Burien	24.31	0.47	0.08	0.54	0.54
Carnation	0.27	0.01	0.08	0.09	0.09
Covington	10.34	0.20	0.05	0.25	0.25
Duvall	1.18	0.02	0.00	0.02	0.02
Kenmore	12.64	0.24	0.05	0.29	0.29
Pacific	12.94	0.25	0.09	0.34	0.34
Redmond	60.33	1.16	0.18	1.34	1.34
Sammamish	10.48	0.20	0.08	0.28	0.28
Shoreline	39.35	0.76	0.14	0.90	0.90
Skykomish	0.00	0.00	0.00	0.00	0.00
Woodinville	0.18	0.00	0.00	0.00	0.003
Total Contract Cities	362.88	6.95	1.09	8.07	8.07

Jury Trials Set	Total Calendars	Judges for Calendars	Civil	Judicial Allocation
Albion	4.80	0.09		0.09
Auburn	6.80	0.13		0.13
Beaux Arts	0.00	0.00		0.00
Bellevue	6.70	0.13		0.13
Burien	4.00	0.08		0.08
Carnation	4.20	0.08		0.08
Covington	2.40	0.05		0.05
Duvall	0.00	0.00		0.00
Kenmore	2.40	0.05		0.05
King County	87.00	2.12	23.00	2.12
Pacific	4.80	0.09		0.09
Redmond	9.40	0.18		0.18
Sammamish	4.20	0.08		0.08
Shoreline	7.20	0.14		0.14
Skykomish	0.00	0.00		0.00
Woodinville	0.00	0.00		0.00
City Totals		1.09		1.09
All Totals	143.90		24.00	3.21

King County Jury Time	Totals	%	Judicial Allocation
Criminal	75.00	68.18%	1.44
Criminal DV	12.00	10.91%	0.23
Civil	23.00	20.91%	0.44
Totals	110.00	100.00%	2.11

No. of Judges needed for Jury Trials	
Judge Days / Month	82.00
Judge Days / Year	984.00
Divided by 52 weeks	18.92
Total Judges used per day for Juries	3.78

Special Assignment Judges	
RLP Court Burien	0.00
RLP Court Seattle	0.00
DV Court MRJC	0.80
Jail/Felony/ MRJC	0.70
Jail/ Fugitive Seattle	1.10
Felony/Expedited Seattle	0.05
Total	2.65

Facility	Assigned Judicial Officers
Auburn	2.16
Bellevue	2.20
Burien	3.00
Issaquah	1.80
MRJC	5.20
Redmond	3.00
Shoreline	2.00
Total	19.36

Methodology/Definitions/Notes:

1. Removes judicial differential factor. Resulting in only judges deemed necessary per court calendars.

2023 - KING COUNTY DISTRICT COURT CLERICAL ALLOCATION

24.00

**17 Centralized Clerks + 7 Comp Clerks = 24

Programs	Clerical Staff	% of Clerical staff	Clerks after removal of Centralized and Compliance Clerks	Total w/o Centralized Clerks
County-State Criminal DUI/Phy Control, Mis Traffic & NT & PO's	15.48	15.38%	3.69	11.78
County-State Infractions (Traffic & Non-Traffic, Prkg)	21.17	21.04%	5.05	16.12
County-State Civil, Name Changes, Small Claims/impounds	31.10	30.92%	7.42	23.68
City Contracts				
Algona	0.54	0.54%	0.13	0.41
Auburn	7.53	7.49%	1.80	5.74
Beaux Arts	0.00	0.00%	0.00	0.00
Bellevue	10.00	9.94%	2.39	7.61
Burien	2.09	2.08%	0.50	1.59
Carnation	0.01	0.01%	0.00	0.01
Covington	0.89	0.89%	0.21	0.68
Kenmore	0.75	0.74%	0.18	0.57
Pacific	0.85	0.84%	0.20	0.64
Redmond	3.32	3.30%	0.79	2.53
Sammamish	0.94	0.94%	0.23	0.72
Shoreline	1.01	1.00%	0.24	0.77
Skykomish	0.00	0.00%	0.00	0.00
DV Court (State)	1.88	1.87%	0.45	1.43
Jail/Felony/Expedited	1.68	1.67%	0.40	1.28
Passports	1.37	1.36%	0.33	1.04
Total	100.60	100.0%	24.00	76.60

Total FTEs as Clerical Staff	100.60
Compliance Clerks	7.00
Passport Clerks	1.37
Specialty FTEs	3.56
Centralized FTEs	17.00
Remaining Clerical	71.67

SPECIALTY FTEs	
Program	Clerks
DV Court	1.88
Jail	1.68
	3.56

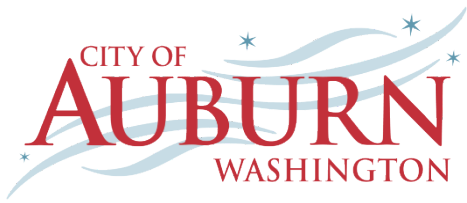
CENTRALIZED FTEs		
Court	Program	Clerks
Central	Payment Ctr	8.00
Central	Call Center	9.00
		17.00

FACILITY RATES

District Court Facilities				
	Streamlined/ Actual FMD Rate	Capped Rate	CPI-W	Facility Charge
2018	33.50	27.51	3.40%	27.51
2019	31.91	28.09	2.10%	28.09
2020	31.91	28.62	1.90%	28.62
2021	30.81	30.00	4.80%	30.00
2022	29.50	32.63	8.80%	29.50
2023	28.56	31.12	5.50%	28.56
2024				-
2025				-
2026				-
2027				-
2028				-
2029				-
2030				-
2031				-
2032				-

Methodology/Definitions/Notes:

1. Per Exhibit B, the rate each year following 2022 is the lesser amount between the actual rate provided by King County's Facilities Management Division and the capped rate determined by multiplying the previous year's facilities charge by that year's CPI-W.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5852 (Gaub)

A Resolution authorizing an Interlocal Agreement between the City of Auburn and King County for services and construction relating to improvements on 124th Avenue SE and the intersection of 124th Avenue SE And SE 320th Street

Meeting Date:

August 18, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5852.)

Department:

Public Works

Attachments:

Resolution No. 5852, Exhibit A:
Interlocal Agreement for Services
and Construction, Vicinity Map

Budget Impact:

\$1,056,680.00

Administrative Recommendation:

City Council to adopt Resolution No. 5852.

Background for Motion:

This Resolution authorizes an Interlocal Agreement between the City of Auburn and King County Metro for the City of Auburn to design and construct improvements on 124th Avenue SE and at the intersection of 124th Avenue SE and SE 320th Street with full cost reimbursement from King County Metro. The improvements support upcoming King County Metro service changes and include revisions and frequency increases to Route 165, as well as frequency increases for Route 181.

Background Summary:

King County Metro (Metro) is implementing a transit network restructure, starting in Fall 2026, in its South service area, coinciding with Link Light Rail expansions in Kent and Federal Way. This service change will include revisions and frequency increases to Route 165, including splitting the current route to create a new Route 164. This route will connect the Kent-Des Moines Station to Green River College, via Kent Station. The service change will also include frequency increases for Route 181, which connects Federal Way Station to Green River College, via Auburn Station.

Routes 165 and 181 both currently layover at a bus stop near Green River College on SE 320th St. However, this layover is at capacity and cannot support the frequency increases Metro proposes. To meet Metro's layover needs resulting from the increased frequencies of Routes 165 and 181, a new layover has been identified on the west side of 124th Avenue SE, south of SE 318th Street. This new layover site requires improvements to make it ready for use by the new Route 164. Additionally, the new Route 164 will travel along a new pathway that requires intersection improvements at 124th Avenue SE and SE 320th Street.

Resolution No. 5852 authorizes an Interlocal Agreement between the City of Auburn and King County Metro for the City of Auburn to design and construct the needed improvements for the increased frequency of Routes 165 and 181 with full cost reimbursement from King County Metro to the City of Auburn. The cost of this project is estimated to be \$1,056,680. This will be included in the 2025-2026 Biennial Budget Amendment Request No. 3.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

RESOLUTION NO. 5852

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND KING COUNTY FOR SERVICES AND CONSTRUCTION RELATING TO IMPROVEMENTS ON 124TH AVENUE SE AND THE INTERSECTION OF 124TH AVENUE SE AND SE 320TH STREET

WHEREAS, King County Metro is implementing a transit network restructure, starting in Fall 2026, in its South service area coinciding with Link Light Rail expansions in Kent and Federal Way; and

WHEREAS, King County Metro's Fall 2026 service change will include revisions and frequency increases to Route 165, including splitting the current Route 165 to create a new Route 164, and frequency increases in Route 181; and

WHEREAS, Routes 165 and 181 lay-over at bus stop 59282 near Green River College in Auburn, and this layover is currently at capacity and cannot support the frequency increases King County Metro proposes; and

WHEREAS, to meet King County Metro's layover needs resulting from the increased frequencies of Routes 165 and 181, a new layover has been identified on the west side of 124th Avenue SE, south of SE 318th Street, new Metro bus stop 59048; and

WHEREAS, this new layover site requires improvements to make it ready for use by Route 164; and

WHEREAS, to make the new pathway of Route 164 possible, intersection improvements are required at 124th Avenue SE and SE 320th Street; and

WHEREAS, completing the needed layover improvements and intersection improvements (collectively, the “Scope of Work” or the “Work”) ahead of the planned service changes requires an expedited design and construction schedule; and

WHEREAS, the City of Auburn has available staff resources and is available to design and construct the Work which is more likely to meet the expedited schedule requirements than if King County were to design and construct the Work; and

WHEREAS, King County is willing to reimburse the City of Auburn for its costs to design and construct the Work; and

WHEREAS, the City of Auburn and King County partnering to provide the Work is the most cost effective and expedient way for completion of the Works.

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

Section 1. The Mayor is authorized to execute an Interlocal Agreement with King County related to the completion of the Work, which Agreement will be in substantial conformity with the Agreement attached as Exhibit A.

Section 2. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this Resolution including, but not limited to, approving contracts and expenditures required for the design and construction of the Work.

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

Dated and Signed this ____ day of _____, 2025.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

AGREEMENT FOR SERVICES AND CONSTRUCTION

This Agreement (the “Agreement”) is made by and between the City of Auburn (the “City”) and King County, a home rule charter county and political a subdivision of the State of Washington, and legal successor in interest to the Metropolitan Municipality of Seattle, which provides a regional system of public transportation pursuant to Chapter 35.58 RCW, Chapter 36.56 RCW, and other authorities (the “County” or “Metro”). These entities may be referred to individually as “Party” or collectively as the “Parties.”

RECITALS

- A. King County Metro is implementing a transit network restructure, starting in Fall 2026, in its South service area coinciding with Link Light Rail expansions in Kent and Federal Way. This restructure has been planned in coordination with community members and jurisdictions within King County.
- B. Metro’s Fall 2026 service change will include revisions and frequency increases to Route 165, including splitting the current Route 165 to create a new Route 164, and frequency increases to Route 181.
- C. Currently, Routes 165 and 181 lay over at bus stop 59282 near Green River College in Auburn. This layover is currently at capacity and cannot support the frequency increases Metro proposes. To meet Metro’s layover needs resulting from the increased frequencies of these routes, new layover has been identified on the west side of 124th Avenue SE, south of SE 318th Street, new Metro bus stop 59048. This new layover site requires improvements to make it ready for use by Route 164. These improvements include constructing a shared bus/bike stop with a raised bike lane, shelter footings, channelization of a bus-only parking lane, and the addition of a pedestrian crossing with rectangular rapid flashing beacon (“RRFB”) treatment across 124th Avenue SE at SE 318th Street.
- D. Further, to make the new pathway of Route 164 possible, intersection improvements are required at 124th Avenue SE and SE 320th Street. These improvements include revising traffic signals, constructing new pedestrian actuation, and revising channelization on SE 320th Street.
- E. The City and the County partnering to provide these improvements is the most cost-effective and expedient way for them to be delivered.

NOW, THEREFORE, in consideration of the mutual promises and other undertakings by and between the Parties and set forth in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term**

This Agreement shall take effect once executed by both Parties (“Effective Date”) and shall remain in effect until 11:59 PM Pacific Time, December 31, 2025, unless modified by written amendment under section 9.1. This Agreement also applies to costs incurred and actions taken prior to the “Effective Date” that specifically fall within the terms of this Agreement in the current biennium.

2. **Responsibilities and Ownership**

2.1. Metro Responsibilities

- i. Metro will reimburse the City of Auburn for 100% of the reasonable and actual costs the City incurs to design and construct the layover, crossing, and intersection improvements, collectively the “Work.” These costs are estimated to be \$1,056,680. Please refer to the scoping document (Attachment A) and City-provided cost estimates (Attachments B & C) for project details. Metro will pay the City within sixty (60) days of receipt of invoices provided by the City.
- ii. Metro will design, secure applicable permits, and install the shelters, furnishings, and electrical components that will sit on shelter footings the City installs, as part of the Work.
- iii. Metro will participate in design review up to, and including, the design that the City will present to any applicable permitting agency or authority, and Metro will assist in resolving any permitting issues that arise with any permitting agency.

2.2. City of Auburn Responsibilities:

- i. The City will complete the Work described in Attachments A and B and all associated tasks, including design, permitting, and construction of the layover, crossing, and intersection improvements, in addition to the procurement of non-Metro infrastructure required by the project.
- ii. During Construction, the City will coordinate with Metro to allow Metro inspections of footings and review of any designs. Any comments Metro provides during design review must be mutually resolved by the parties within ten (10) business days or otherwise agreed upon timeframe between the Parties.
- iii. The City will coordinate with Puget Sound Energy (PSE) to provide power service to the shelter and install conduits, vaults, and conductors necessary to complete the connection. Metro will provide the power service requirements for the shelter to the City. After Metro has issued written acceptance of the Work elements as built, power service will be transferred to Metro.

- iv. The conductors must be left coiled in the power pedestal, but a pull-tape connected to these conductors will be run through the conduit running between the power pedestal and the shelter footing.
- v. The City or the City's agents, contractors, or subcontractors will secure the necessary permits to construct and inspect the Work elements.
- vi. The City will submit invoices to the County quarterly along with supporting documentation of actual expenses for each phase of Work element design and construction. To ensure that the County can accurately account for charges in the calendar year during which they are accrued, the City shall submit official invoices or an email estimate of all accrued charges during a particular calendar year to the County by the first working day of the following calendar year, upon request from the County.
- vii. Invoices resulting from this project agreement should be addressed to the KCM project contact, Ryan Dooley, and should be sent electronically. Invoices should be itemized so to allocate the work for the layover improvements, crossing improvements, and intersection improvements separately. Contact information for Ryan Dooley is provided in Section 7.2.

2.3 Inspection, Approval, Conveyance, Warranties, and Ownership of Work Elements Conveyed or Transferred to Metro after Construction.

- i. Upon construction completion, the City will invite Metro to attend acceptance walk-through inspections, observe testing, and to participate in creating acceptance punch-lists for the Work elements Metro will own as identified under Attachment A. The City acknowledges that Metro's acceptance is conditioned on:
 - a. The City scheduling each acceptance walk-through inspection at a time that the Metro Designated Representative has agreed to be physically present or to send an authorized representative to be physically present on behalf of Metro; and
 - b. All punch-list items being adequately addressed according to the requirements of the Work and to the Metro's reasonable satisfaction. Metro will not unreasonably withhold acceptance of the Work.
- ii. Warranties. After acceptance of the Work elements Metro will own as described in Attachment A pursuant to the Construction Contract, and before assignment of warranties to King County Metro, during the applicable warranty period or periods, the City shall enforce any warranties or guarantees with respect to the Work upon King County Metro's request. Upon transfer or conveyance of the Work to King County Metro, the City shall assign all warranties and guarantees applicable to the Work that were provided pursuant to the

Construction Contract. The City makes no other warranties, express or implied, with respect to the Work. The only warranties available to Metro are those provided to the City as assigned to King County Metro.

- iii. Conveyance of Work elements to King County Metro. After King County Metro has issued written acceptance of the Work elements as built, the City will convey necessary ownership or use rights and will appropriately allocate responsibility for all use, operation, and maintenance of the Work elements to King County Metro by mutually negotiated agreements or other instruments. The City will grant, convey, or transfer and King County Metro will accept ownership or use rights and maintain Work elements upon completion of the following conditions:
 - a. Receipt by the City, of full payment of all amounts owed by King County Metro pursuant to this Agreement for the Work;
 - b. Transfer of the Work elements, as-built drawings, specifications, and documentation required to be submitted prior to acceptance pursuant to the Construction Contract, in PDF format and in CAD format, as appropriate. The Parties acknowledge the possibility that some as-built or record drawings, specifications, or documentation may not become available until after the City conveys the Work to King County Metro and in such instance the City will promptly transfer such materials to King County Metro when they become available to the City;
 - c. Provide Metro the originals (or copy of any posted at the Project office) of all permits, licenses, and other approvals necessary for the occupation, use, and operation of the Work elements;
 - d. Provide all operations and maintenance manuals and technical and service, instruction, procedure, or other manuals relating to the operation and maintenance of all systems or mechanical devices and equipment installed in the Work elements;
 - e. To the extent not provided prior to acceptance or as applicable, provide all test results and submittals related to the construction of the Work elements;
 - f. Transfer or assignment to King County Metro of all warranties and guarantees provided pursuant to the Construction Contract for the Work elements;
- iv. Ownership of Engineering and Design Work Deliverables. The City will assign its rights to the engineering and design work related to the Work completed under this Agreement to Metro upon (i) conveyance of the Work element to King County Metro pursuant the above; (ii) completion of all Metro responsibilities, and (iii) The

City's receipt of payment from Metro in full of all amounts owed under this Agreement. This assignment and transfer is subject to the City's right to maintain copies of all such information and its right to use such information for valid City purposes.

3. Dispute Resolution

3.1 The Parties agree to negotiate in good faith to resolve any disputes arising under this Agreement. The Parties shall designate representatives for purposes of managing this Agreement and the dispute resolution process under this Section 3. The Parties' Agreement administrators are the persons identified in Section 7 to receive notice for Metro or the City or such other persons as they may designate in writing. Except as otherwise provided in this Agreement, the Parties shall use the following dispute resolution process:

Step One: The Parties' Agreement administrators shall confer and attempt to resolve the dispute within ten (10) business days of written notification by any Party.

Step Two: If the Agreement administrators are unable to resolve the dispute within ten (10) business days, any Party may refer the dispute to the King County Metro Transit Division Director or designee and the City Public Works Director.

Step Three: If the Parties cannot resolve the dispute using the process in Steps One and Two in Paragraph 3.1, the Parties may, by agreement, submit the matter to non-binding mediation. The Parties shall share equally in the cost of the mediation. If additional parties participate in the mediation, then each participant shall pay a share of the cost of the mediation, such share to be calculated by dividing the total cost of the mediation by the number of parties participating. Mediation shall ~~not~~ be a prerequisite to litigation.

3.2 No Party may seek relief in a court of law until and unless the three-step process in Paragraph 3.1 is completed in good faith.

3.3 The Parties agree that during any conflict or dispute resolution process they shall continue to diligently perform their respective responsibilities under this Agreement.

4. No Preclusion of Separate but Related Activities or Projects

Nothing in this Agreement shall preclude any Party from choosing or agreeing to fund or implement any work activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation, or other obligation of any kind on the other Parties.

5. Hold Harmless and Indemnification

To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless, and indemnify the other Parties, their officers, elected officials, agents and employees, while acting within the scope of their duties as such, from and against any and all claims (including demands, suits, penalties liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) (“Damages”) resulting from such Party’s own negligent acts or omissions related to such Party’s participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provision of Title 51 RCW. The Parties acknowledge that this Section 5 was expressly negotiated and agreed to by them. The provisions of this Section 5 shall survive and continue to be applicable to any Party exercising the right of termination pursuant to Section 10.

6. Insurance Requirements

6.1 The City must procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Work, by its agents, representatives, consultants, subconsultants, employees, contractors, or subcontractors. The cost of such insurance must be paid by the City or its agents, representatives, consultants, subconsultants, employees, contractors, or subcontractors.

6.2 Minimum Insurance shall meet or exceed the following:

- 6.2.1 Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.
- 6.2.2 Commercial Automobile Liability coverage with limits not less than \$1,000,000 per accident for any automobile.
- 6.2.3 Stop Gap/Employer’s Liability coverage with limits not less than \$1,000,000 per accident/disease.
- 6.2.4 Workers’ Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

6.3 Additional Insurance:

- 6.3.1 For consultants hired by the City, if any, to complete the Work, the City shall require the consultant(s) to carry Errors & Omissions or Professional Liability with limits not less than \$1,000,000 per claim and as an annual aggregate.

6.4 Other Provisions

- 6.4.1 Commercial General Liability and Automobile Liability policies shall be endorsed to include the County, its officers, officials, employees,

contractors, or subcontractors as additional insureds for full coverage and policy limits.

6.4.2 Provided that such insurance shall be primary as respects any insurance or self-insurance maintained by the County.

6.4.3 The City or its Insurance Agent/Broker must notify the County of any cancellation, or reduction in coverage or limits, of any insurance within seven (7) days of receipt of insurers' notification to that effect.

6.5 *Acceptability of Insurers.* Unless otherwise approved by the County, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VIII.

6.6 *Self-Insurance or Risk Pool Participation.* If the City is a governmental entity or municipal corporation, then the City may maintain a fully funded self-insurance program or participate in an insurance pool for the protection and handling of its liabilities including injuries to persons and damage to property. Further, if the City maintains a self-insurance program or participates in an insurance pool, the additional insured requirement shall not apply to the coverage provided by the self-insured program or insurance pool.

6.7 *Verification of Coverage.* The City shall furnish to the County certificates of insurance and endorsements certifying the issuance of all insurance required by this Agreement which is to be maintained for the entire term of this Agreement. The City may provide County evidence of its insurance coverage under Washington Cities Insurance Authority (WCIA) as verification of coverage for the requirements that are met via WCIA participation. A valid certificate of insurance and required endorsements must be provided where WCIA participation does not meet the requirements of this Agreement. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

6.8 The City shall include all agents, representatives, consultants, subconsultants, employees, contractors, or subcontractors under its policies, or alternatively, the City must require each of its agents, representatives, consultants, subconsultants, employees, contractors, or subcontractors to procure and maintain appropriate and reasonable insurance coverage and minimum insurance limits to cover each of the agents, representatives, consultants, subconsultants, employees, contractors, or subcontractors' liabilities given the scope of the Work and the services being provided herein. All liability insurance policies (except Professional Liability and Workers Compensation) provided by the agents, representatives, consultants, subconsultants, employees, contractors, or subcontractors must include the County, its officials, agents, and employees as additional insured for full coverage and policy limits. The City is obligated to require and verify that all agents, representatives, consultants, subconsultants, employees, contractors, or subcontractors maintain insurance and ensure that the County its officials, agents, and employees is included as additional insured. Upon request by the County, and within five (5) business days, the City must provide evidence of agents,

representatives, consultants, subconsultants, employees, contractors, or subcontractors' insurance coverage, including endorsements.

7. Notice; Designation of Agreement Administrators; Signature Authority

- 7.1 Any notice permitted or required to be given by any Party shall be given in writing and may sent by certified United States mail, with return receipt requested, properly addressed, postage prepaid; or by reputable overnight delivery service; or by personal service. Notice shall be deemed given two (2) days after deposit in the U.S. mail as specified in the preceding sentence; or upon delivery (or refusal of delivery) by an overnight delivery service or by personal service. Notwithstanding anything in this Section 7 to the contrary, a Party may provide notice by email or other electronic means with delivery confirmation or read receipt (or both), but the Party providing electronic notice shall bear the burden to prove the date that notice was delivered.
- 7.2 All notices, invoices, correspondence, or other materials, including Dispute Resolution Notices, shall be provided to the Agreement administrators electronically. A Party may change their Agreement administrators by providing notice to the other Party. The initial Agreement administrators are as follows:

Ryan Dooley
Metro Transit Department
201 S. Jackson St. KSC-TR-0413
Seattle, WA
206-698-2536
rdooley@kingcounty.gov

Veronica Bean
The City of Auburn
25 W Main St
Auburn, WA 98001
253-398-7351
vbean@auburnwa.gov

8. Records and Audit

For a period not less than six (6) years from the date of completion of the Work or for such retention period as may be required by law, whichever is longer, records and accounts pertaining to the Work of this Agreement shall be kept available for inspection and audit by representatives of the Parties. Copies of the records shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.

9. Extension; Amendments

- 9.1 The Parties may agree in writing to extend or renew the term of this Agreement at any time prior to its expiration date as specified in Section 1. Extension or renewal of the term of this Agreement may be executed without additional approval by the City of Auburn City Council.
- 9.2 This Agreement may only be amended or extended by the mutual written consent of all Parties.

10. Termination

- 10.1 This Agreement can only be terminated by mutual written agreement of the Parties.
- 10.2 The County reserves its right to reallocate funds from this Agreement to other County project(s) if invoices for Work are not received 120 days after final completion or the Work is on hold more than 18 months. Prior to reallocation of funds, the County must provide 30 days written notice to the City of any proposed reallocation of County funds to allow time to request payment of outstanding project expenses.
- 10.3 If the Parties do not amend this Agreement as necessary to cover those City costs exceeding the amount as indicated in Section 2.1.i, the Agreement shall be terminated and the County shall reimburse the City for all costs incurred, or to be incurred, to the date of termination, including all costs and expenses that the City may incur in terminating any contracts it has with others as a result of this Agreement termination (for instance, costs for termination of a construction contractor), provided that total costs the City may recover cannot exceed the amount listed in Section 2.1 and consistent with Section 11.10.

11. General Terms and Conditions

- 11.1 Entire Agreement; Recitals and Exhibits Incorporated. The Recitals and Exhibits to this Agreement are incorporated as if fully set forth herein. This document contains all of the terms, conditions, and provisions agreed upon by the Parties hereto, and shall not be modified except by written amendment. There are no other agreements between the Parties with respect to the matters described herein, whether in writing or otherwise, and all prior agreements and understandings are superseded with respect to the subject matter of this Agreement.
- 11.2 Legal Relations. This Agreement is solely for the benefit of the Parties hereto and creates no right, duty, privilege, or cause of action in any other person or entity not a party to it. No joint venture or partnership is formed as result of this Agreement. No employees or agents of one Party or its contractors shall be deemed, or represent themselves to be, employees of the other Party.

- 11.3 Compliance with Laws. The Parties shall comply and shall ensure that their respective contractors and subcontractors comply, with all Federal, state, and local laws, regulations, and ordinances applicable to the Work to be performed under this Agreement, including but not limited to prevailing wages requirements under Chapter 39.12 RCW.
- 11.4 Remedies Cumulative. The Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law or equity.
- 11.5 Nonwaiver. A Party's failure to require full and timely performance of any provision of this Agreement at any time shall not waive or reduce that Party's right to insist upon complete and timely performance of any other provision thereafter.
- 11.6 Choice of Law; Venue. Any and all claims relating to this Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Washington without giving effect to its conflicts of law rules or choice of law provisions. The sole and exclusive venue for any legal action arising from or related to this Agreement shall be in the Superior Court of King County, Washington; and the Parties hereby agree to the personal jurisdiction of such court.
- 11.7 Legal Fees. In any lawsuit between the Parties with respect to the matters covered by this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees, costs and expenses to be paid by the other Party, in addition to any other relief it may be awarded.
- 11.8 Survival. The provisions of Section 5 (Indemnity) and this Section 11 shall survive the expiration or earlier termination of this Agreement.
- 11.9 Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- 11.10 No Expenditure in Excess of Appropriation. Nothing in this Agreement shall be construed as obligating any Party to expend money in excess of appropriation authorized by law and administratively allocated for the Work in this Agreement.
- 11.11 No Assignment. Neither this Agreement nor any of the rights or obligations of any of the Parties arising under this Agreement may be assigned, without

the other Parties' prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of the Parties and their successors and assigns.

- 11.12 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.
- 11.13 Counterparts. This Agreement may be executed by facsimile or any other electronically reproduced signature that is consistent with Chapter 19.360 RCW in any number of current parts and signature pages hereof with the same effect as if all Parties had all signed the same document. All executed current parts shall be construed together, and shall, together with the text of this agreement, constitute one and the same instrument.
- 11.14 Force Majeure. Any Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, earthquake or acts of nature; strikes or labor actions commandeering material, products, or facilities by the federal, state or local government; when satisfactory evidence of such cause is presented to the other Party, and provided further that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. Upon any force majeure, all Parties may jointly elect to terminate this Agreement or suspend the Work upon written notice. In no event should this provision eliminate the need to make any payment to either Party to the extent any such payment is required pursuant to this Agreement.

[Signatures-Proceed to Next Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date affixed to their signatures.

KING COUNTY

Printed Name Michelle Allison
Title General Manager

Date

Approved as to Form By:

King County, Senior Deputy Prosecuting Attorney

Date

CITY OF AUBURN

Printed Name Nancy Backus
Title Mayor

Date

Approved as to Legal Form By:

Jason M. Whalen, City Attorney

Date

ATTACHMENT “A”: SCOPE OF WORK

Install a new crosswalk on 124th Ave SE, including a complete RRFB system. Reconstruct sidewalk/curb ramps as curb returns for the crossing. Construct a pedestrian refuge island with additional street lighting and all necessary signage. Construct a raised bike lane, sidewalks, bus shelter footings, and a power pedestal footing. Install a new electrical service, power pedestal, and conduit pathway to provide power to the shelters. Does not include furnishing, installation, and wiring to the shelters.

Reconfigure/reconstruct the traffic signal heads at the intersection of 124th Ave SE/SE 320th St. Install new video detection and pedestrian push buttons. Install new lane channelization throughout the project to accommodate the improvements.

The following table describes the infrastructure to be built by this project, and which party will receive or retain its ownership:

<u>Work element</u>	<u>Party Responsible for Design, Fabrication Installation</u>	<u>Owning party</u>
<u>Bus shelter structures/furnishings/electrical components/curb paint</u>	<u>Metro</u>	<u>Metro</u>
Bus shelter footings	City of Auburn	Metro
Power pedestal footing	City of Auburn	Metro
Power pedestal	City of Auburn	Metro
Conduit from power pedestal to shelter footings	City of Auburn	Metro
Conduit from PSE vault to power pedestal	City of Auburn	Metro
Sidewalk and curb ramp improvements	City of Auburn	City of Auburn
Crosswalk	City of Auburn	City of Auburn
RRFB	City of Auburn	City of Auburn
Roadway improvements	City of Auburn	City of Auburn
Traffic signals and pedestrian actuation	City of Auburn	City of Auburn

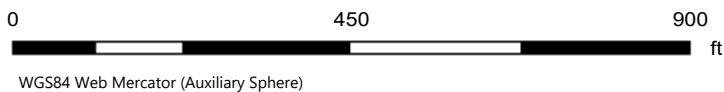
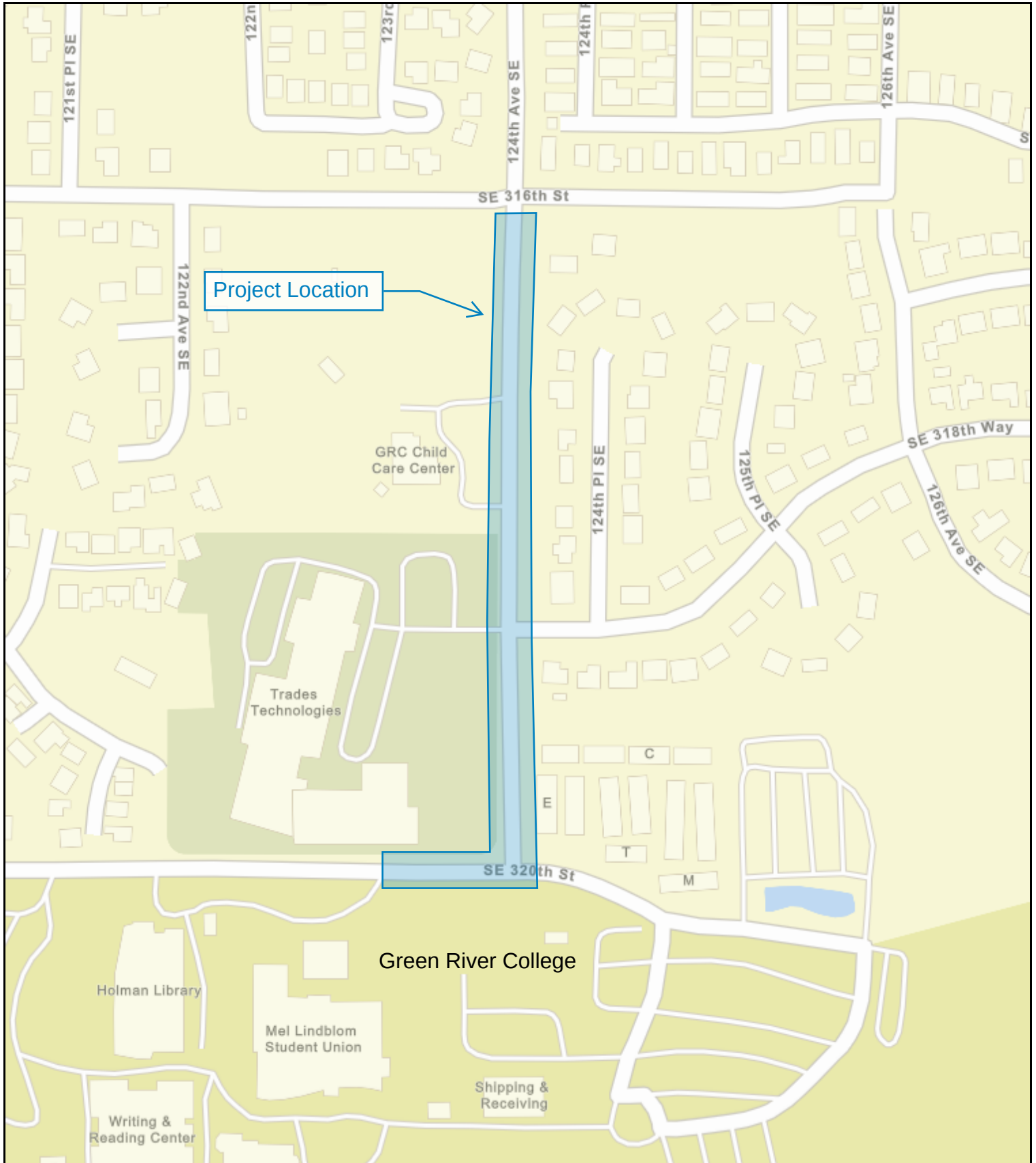
ATTACHMENT “B”: COST ESTIMATE FOR LAYOVER & CROSSING IMPROVEMENTS

Project Name: KC Metro Green River Stop						
Project Number:						
Description: Raised bike lane and RRFB system at Green River Bus Stop						
General Assumptions: Project cost estimate						
Prepared By: Tyler Winn						
Date: 4/22/2025						
General Instructions: Fill all green shaded cells.						
Project Phase			Cost			Notes
Design	Factor					
	30%				\$117,465	High Complexity, In-House Design
Total Design					\$117,465	
ROW	Qty	Units	Cost/Unit			
Permenant ROW/Easement Area		SF	\$20		\$0	
# of Temporary Easements Needed		EA	\$2,500		\$0	
# of Appraisals		EA	\$5,000		\$0	
Subtotal Property Acquisition/ROW					\$0	
	Factor					
ROW Mgmt./Support	0%				\$0	No ROW
ROW Contingency	0%				\$0	No ROW
Total ROW					\$0	
Construction	Qty	Units	Cost/Unit (Low)	Cost/Unit (High)	Cost/Unit	
Pavement Grind/Overlay	350	SY	\$30	\$60	\$60	\$21,000
Curb Ramps	2	EA	\$2,500	\$5,000	\$5,000	\$10,000
Sidewalk/Driveway Area	1200	SF	\$30	\$50	\$50	\$60,000
Street Light	2	EA	\$2,500	\$7,500	\$7,500	\$15,000
Illumination/RRFB System	1	EA	\$75,000	\$125,000	\$115,000	\$115,000
New Power Service	1	EA	\$20,000	\$50,000	\$50,000	\$50,000
Raised Bike Lane	860	SF	\$80	\$100	\$100	\$86,000
Lane Channelization	850	LF	\$18	\$23	\$23	\$19,550
Bus Stop Shelters	1	LS	\$10,000	\$20,000	\$15,000	\$15,000
Subtotal Construction Contract						\$391,550
Code Provided Contract Contingency						\$58,733
Additional Construction Contract Contingency			0%			\$0
Construction Contract Total						\$450,283
	Factor					
Construction Engineering	10%				\$39,155	In-House Only
Total Construction					\$489,438	
Project Subtotal					\$606,903	
	Factor					
Project Contingency	35%				\$212,416	Concept Scope Only, Project Construction within 5 years
Project Total					\$819,318	

ATTACHMENT "B": COST ESTIMATE FOR INTERSECTION IMPROVEMENTS

Project Name: KC Metro Green River Stop						
Project Number:						
Description: Signal Modifications for Green River Bus Stop						
General Assumptions: Project cost estimate						
Prepared By: Tyler Winn						
Date: 4/22/2025						
General Instructions: Fill all green shaded cells.						
Project Phase			Cost			Notes
Design	Factor					
	30%				\$32,967	High Complexity, In-House Design
Total Design					\$32,967	
ROW	Qty	Units	Cost/Unit			
Permenant ROW/Easement Area		SF	\$20		\$0	
# of Temporary Easements Needed		EA	\$2,500		\$0	
# of Appraisals		EA	\$5,000		\$0	
Subtotal Property Acquisition/ROW					\$0	
	Factor					
ROW Mgmt./Support	0%				\$0	No ROW
ROW Contingency	0%				\$0	No ROW
Total ROW					\$0	
Construction	Qty	Units	Cost/Unit (Low)	Cost/Unit (High)	Cost/Unit	
Traffic Signal Modification	1	EA	\$60,000	\$100,000	\$100,000	\$100,000
Lane Channelization	430	LF	\$18	\$23	\$23	\$9,890
Subtotal Construction Contract						\$109,890
Code Provided Contract Contingency						\$21,978
Additional Construction Contract Contingency						\$0
Construction Contract Total						\$131,868
	Factor					
Construction Engineering	10%					\$10,989
Total Construction						\$142,857
Project Subtotal						\$175,824
	Factor					
Project Contingency	35%					\$61,538
Project Total						\$237,362

KC Metro Routes 165 & 181 Improvements Project



1: 4514



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.