

City of Auburn

COMPREHENSIVE WATER PLAN

APPENDICES

December 2009



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**DETERMINATION OF NON-SIGNIFICANCE
AND SEPA CHECKLIST**

Determination of Non-Significance
SEP09-0023

**Description of
Proposal:**

City of Auburn's Water Comprehensive Plan Update

Proponent:

City of Auburn Public Works Department, Water Division

Location:

City's water service area – includes majority of the city limits and portion of the City's potential annexation area.

Lead Agency:

City of Auburn

The lead agency for this proposal has determined that it does not have probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date issued below. Comments must be submitted by 5:00 p.m. on **August 21, 2009**.

Any person aggrieved of the City's determination may file an appeal with the Auburn City Clerk within 14 days of the close of the comment period, or by 5:00 p.m. on **September 8, 2009**.

Responsible Official:

Cynthia Baker, AICP

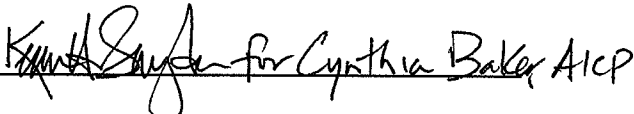
Position/Title:

Director of Planning, Building, and Community Department

Address:

25 West Main Street
Auburn, Washington 98001
253-931-3090

Date Issued: **August 6, 2009**

Signature:  for Cynthia Baker AICP

Note: This determination does not constitute approval of the proposal. Approval of the proposal can only be made by the legislative or administrative body vested with that authority. The proposal will be required to meet all applicable regulations.

ENVIRONMENTAL CHECKLIST

Purpose of Checklist:

The State Environmental Policy Act (SEPA), chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers to provide additional information reasonably related to determining if there may be significant adverse impact.

Use of Checklist for Non-project Proposals:

Complete this checklist for non-project proposals, even though questions may be answered "does not apply." IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NON-PROJECT ACTIONS (part D).

For non-project actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," and "affected geographic area," respectively.

A. **BACKGROUND**

1. Name of proposed project, if applicable:

City of Auburn, 2009 Comprehensive Water Plan

2. Name of applicant:

City of Auburn, Public Works Department Water Division

3. Address and phone number of applicant and contact person:

*Public Works Department
25 West Main Street
Auburn, WA 98001
(253) 931-3010*

4. Date checklist prepared:

July 9, 2009

5. Agency requesting checklist:

City of Auburn

5. Proposed timing or schedule (including phasing, if applicable):

The Plan is scheduled for adoption during 2009 and identifies near-term projects for the next six years and long-term projects over the next twenty years.

7. Do you have any plans for future additions, expansion, or further activity related to, or connected with this proposal? If yes, explain.

No. This plan lists capital improvement projects planned by the City within the next six years and also longer-term projects over the next twenty years. Proposed locations are shown in the proposed Water Comprehensive Plan. Projects identified in the plan that are not SEPA exempt will undergo review at the project level.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

Depending upon the scope of projects proposed in the plan an individual environmental checklist and threshold determination that would be completed as specified projects are proposed for construction.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

At this time, there are no known pending applications for general applicability related to the area covered by the water system. There may be applications pending related to improvements to the water system such as various on-going plats and developer extensions occurring within the water service area. The City plans to adopt the capital improvement plan outlined in this document as part of the city's six capital facilities plan.

10. List any government approvals or permits that will be needed for your proposal, if known.

The Comprehensive Water Plan must be approved by the city of auburn and the Washington State Department of Health.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

The adoption of a new Comprehensive Water Plan for the City of Auburn to supersede the existing Comprehensive Water Plan adopted in 2001. The plan is largely an updated version of the City's 2001 plan. The purpose of this plan is to document changes to the city's water system, to identify required system modifications, and to appropriately outline capital improvements projects proposed to meet future water demands and system maintenance and improvement activities. Maintaining a current plan is required to meet the regulations of the Washington State Department of Health and the requirements of the Washington State Growth Management Act. The plan examines the existing water service area which includes both the majority of the city limits and potential annexation areas for the City of Auburn, approximately 25.5 square miles.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any applications related to this checklist.

The policies and guidance of the Comprehensive Water Plan are applicable throughout the City of Auburn's water service area, which includes the majority of area within city limits and several of the city's potential annexation areas. The city is centrally located between Seattle and Tacoma in both King County and Pierce County, Washington and encompasses 29.8 square miles.

TO BE COMPLETED BY APPLICANT

EVALUATION FOR
AGENCY USE ONLYB. ENVIRONMENTAL ELEMENTS1. EARTH

- a. General description of the site (circle one): Flat, rolling, hilly, steep slopes, mountainous, other (_____).

Varies from flat to steep slopes

- b. What is the steepest slope on the site (approximate percent slope)?

The actual land slopes vary throughout the planning area. Steep slopes exist east and north of the Green River on Lea Hill, south of the White River on Lakeland Hills and west along the West Valley Highway toward the West Hill. The steepest slopes may attain 100 percent.

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.

Generally, the uplands surrounding Auburn are comprised of glacial and interglacial deposits, and the valley is filled with modern alluvium, undifferentiated deltaic deposits and Osceola Mudflow. The soils range from gravelly, sandy, loam to gravelly loam.

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

Some steep slopes, in the areas described earlier, are possible locations of unstable soils. Geologic hazard areas including volcanic, seismic, landslide and erosion hazard areas are mapped in the City Comprehensive Plan and sensitive areas maps.

- e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill.

Does not apply to this non-project action. However, the water system construction projects identified in the plan will require excavation and grading of an undetermined quantity of material. Specific projects will be subject to individual environmental review before implementation.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Does not apply to this non-project action. Specific projects will be subject to individual environmental review before implementation.

- g. About what percent of the site will be covered with impervious surfaces

after project construction (for example, asphalt or buildings)?

Water system projects rarely create impervious surfaces. Most of the water distribution system is installed under existing roadways or in easements where structures are prohibited. Specific projects will be subject to individual environmental review before implementation.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Does not apply to this non-project action. Specific projects will be subject to individual environmental review before implementation. However, where applicable, erosion and sedimentation control measures, together with best management practices will be used in all areas of potential erosion.

2. **AIR**

- a. What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, and industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities, if known.

Does not apply to this non-project action. Specific projects, which are subject to environmental review, will be evaluated for their potential impact and corresponding mitigation measures prior to implementation.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

Does not apply to this non-project action. Specific projects, which are subject to environmental review, will be evaluated for their potential impacts and corresponding mitigation measures prior to implementation.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any.

Does not apply to this non-project action. Specific projects will be subject to individual environmental review before implementation. However, standard emission controls for construction equipment will be utilized during construction of projects recommended by this plan.

3. **WATER**

- a. Surface

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

There are many bodies of water in the service area. Major rivers include the Green River and White River. There are also several streams, such as Mill Creek, and drainage ways that discharge to the Green and White Rivers. White Lake and many wetlands also exist in the service area.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

Does not apply to this non-project action. The Comprehensive Water Plan recommends water system, well rehabilitation and upgrading throughout the water service area. These projects will be subject to individual environmental review process and compliance with the City's shoreline Master Program.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Does not apply to this non-project action. The proposed non-project action consists of adoption of the Comprehensive Water Plan will not itself result in the direct alteration of the environment. The Plan's programs and projects may result in alteration of the environment. The potential impacts from these actions are currently unknown. Projects, which are subject to environmental review, will be evaluated for potential impacts and corresponding mitigation measures prior to implementation.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities, if known.

Does not apply to this non-project action. The proposed non-project action consists of adoption of the Comprehensive Water Plan will not itself result in the withdrawal of groundwater. The city has a large system of groundwater wells described in detail in the comprehensive plan, which includes detailed information on well locations, water rights and groundwater withdrawal.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

Does not apply to this non-project action, however, many portions of the city are within or adjacent to floodplains. Projects, which are subject to environmental review, will identify floodplain boundaries prior to implementation.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated

volume of discharge.

No.

b. Ground:

- 1) Will ground water be withdrawn, or will water be discharged to ground water? Give general description, purpose, and approximate quantities, if known.

Does not apply to this non-project action. Adoption of the Comprehensive Water Plan will not itself result in withdrawal of ground water the city has a large system of groundwater wells described in detail in the comprehensive plan, including detailed information on well locations, water rights and groundwater withdrawal.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage: industrial, containing the following chemicals ... ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

No waste material will be discharged into the ground as a result of this plan.

c. Water Runoff (including storm water):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Does not apply to this non-project action. Adoption of the Comprehensive Water Plan will not generate stormwater runoff.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

Does not apply to this non-project action

d. Proposed measures to reduce or control surface, ground, and runoff water impacts, if any:

Does not apply to this non-project action. Adoption of the Comprehensive Water Plan will not itself result in any such impacts. Projects which are subject to environmental review will be evaluated for potential impacts and corresponding mitigation measures prior to implementation.

4. **PLANTS**

- a. Check or circle types of vegetation found on the site:

- ☐ deciduous tree: alder, maple, aspen, other (____)
- ☐ evergreen tree: fir, cedar, pine, other (____)
- ☐ shrubs
- ☐ grass
- ☐ pasture
- ☐ crop or grain
- ☐ wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other
- ☐ water plants: water lily, eelgrass, milfoil, other (____)
- ☐ other types of vegetation

Does not apply to this non-project action. A wide variety of plants exist across the plan area. Existing vegetation will be addressed with individual construction projects.

- b. What kind and amount of vegetation will be removed or altered?

Does not apply to this non-project action. Adoption of the Comprehensive Water Plan will not itself result in the direct alteration of the environment. The Plan's programs and projects may result in vegetation being removed or altered. The potential impacts from these actions are currently unknown. Projects, which are subject to environmental review, will be evaluated for potential impacts and corresponding mitigation measures prior to implementation.

- c. List threatened or endangered species known to be on or near the site.

Does not apply to this non-project action. Any threatened or endangered species on or near the recommended projects of this plan will be listed at the time of the environmental review process for each individual project.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Does not apply to this non-project action. Specific projects will be subject to individual environmental review before implementation.

5. **ANIMALS**

- a. Circle any birds and animals that have been observed on or near the site or are known to be on or near the site:

Does not apply to this non-project action. Adoption of the comprehensive water plan DOES NOT INVOLVE A SPECIFIC SITE. Many of the following species could be present within the project area. Specific projects will be subject to individual environmental review for the

identification of species present before implementation.

birds: hawk, heron, eagle, songbirds, other (____)

mammals: deer, bear, elk, beaver, other (____)

fish: bass, salmon, trout, herring, shellfish, other (____)

- b. List any threatened or endangered species known to be on or near the site.

The City of Auburn Comprehensive Plan identifies the presence of Great Blue Heron and Bald Eagles within the water service area. Chinook Salmon have been listed as endangered by the National Marine Fisheries Service and Bull Trout have been listed as endangered by the US Fish and Wildlife Service. Chinook are known to use Mill Creek and the Green and White Rivers. Bull Trout may inhabit the Green and White Rivers.

- c. Is the site part of a migration route? If so, explain.

Does not apply to this non-project action. Adoption of the Comprehensive Water Plan does not involve a specific site. Specific projects will be subject to individual environmental review before implementation. The migration route of a threatened or endangered species on or near the location of recommended projects of this plan will be listed at the time of the environmental review process for that particular project.

- d. Proposed measures to preserve or enhance wildlife, if any:

Does not apply to this non-project action. Adoption of the Comprehensive Water Plan will not itself impact any listed species or their habitat. The Plan proposes improvement projects that may result in the potential for impact to listed species but the potential impacts from these actions are currently unknown. Projects, which are subject to environmental review, will be evaluated for potential impacts, corresponding mitigation measures and best management practices prior to implementation.

6. **ENERGY AND NATURAL RESOURCES**

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Does not apply to this non-project action. Adoption of the Comprehensive Water Plan will not itself use energy. Specific projects will be subject to individual review to establish the need for energy and natural resource needs.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No.

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Does not apply to this non-project action. Adoption of the Comprehensive Water Plan will not itself result in the direct reduction or control of energy impacts. The Plan's programs and projects may result in energy conservation features. The potential conservation from these actions is currently not quantifiable and will be evaluated on an individual project basis.

7. **ENVIRONMENTAL HEALTH**

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

Does not apply to this non-project action. Adoption of the Comprehensive Water Plan will not itself result in direct environmental hazards. The Plan's programs and projects may result in environmental hazards. The potential impacts from these actions are currently unknown. Projects, which are subject to environmental review, will be evaluated for the potential impacts and corresponding mitigation measures prior to implementation.

- 1) Describe special emergency services that might be required.

Does not apply to this non-project action. Specific projects will be subject to individual environmental review before implementation.

- 2) Proposed measures to reduce or control environmental health hazards, if any:

Does not apply to this non-project action. Specific projects will be subject to individual environmental review before implementation.

- b. Noise

- 1) What types of noise exist in the area that may affect your project (for example: traffic, equipment, operation, other)?

Does not apply to this non-project action.

- 2) What types and levels of noise would be created by, or associated with, the project on a short-term or long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Does not apply to this non-project action. Adoption of the

Comprehensive Water Plan will not itself create noise. The Plan's programs and projects may create noise. The potential impacts from these actions are currently unknown. Projects, which are subject to environmental review, will be evaluated for the potential impacts and corresponding mitigation measures prior to implementation.

- 3) Proposed measures to reduce or control noise impacts, if any:

Does not apply to this non-project action. Projects, which are subject to environmental review, will be evaluated for potential impacts and corresponding mitigation measures prior to implementation.

8. **LAND AND SHORELINE USE**

- a. What is the current use of the site and adjacent properties?

The water service area is composed of various land uses. Although the area is predominantly residential, other land uses such as industrial, commercial, manufacturing, public and parks, exist in the area.

- b. Has the site been used for agriculture? If so, describe.

No, however, the Auburn Valley has been widely used for agriculture in the past.

- c. Describe any structures on the site.

Many types of structures exist in the service area, including residential, commercial, institutional MANUFACTURING and industrial buildings.

- d. Will any structures be demolished? If so, what?

Does not apply to this non-project action. Projects, which are subject to environmental review, will identify any structures proposed for demolition.

- e. What is the current zoning classification of the site?

In general, the Water Service Area contains various zoning districts in Auburn and unincorporated King and Pierce Counties. In general, the zoning includes single-family and multi-family residential, light and heavy commercial, light and heavy industrial, public and open spaces.

- f. What is the current comprehensive plan designation of the site?

The Water Service Area contains various Comprehensive Plan designations. The City of Auburn has jurisdiction over the majority of the service area. The specific projects recommended by the plan will be required to comply with the City's Shoreline program if within the shoreline management area.

- g. If applicable, what is the current shoreline master program designation of the site?

The City's shoreline designations are natural, shoreline residential, and urban conservancy. The specific projects recommended by the plan will be required to comply with the City's Shoreline master program.

- h. Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.

Lands classified as "environmentally sensitive" exist within the service area, including wetland, geologic hazard areas, aquifer recharge, habitat areas, groundwater protection areas and frequently flooded areas.

- i. Approximately how many people would reside or work in the completed project?

The total population within the Water Service Area in 2007 was estimated to be 49,472 and may increase to 59,855 by 2014 and 71,275 by 2028.

- j. Approximately how many people would the completed project displace?

Does not apply to this non-project action. Adoption of the Comprehensive Water Plan will not displace any people. The Plan's programs and projects are not intended to displace any people.

- k. Proposed measures to avoid or reduce displacement impacts, if any:

Does not apply to this non-project action

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The City Comprehensive Water System Plan is written in accordance with all existing local, county and state regulations. This includes the City Comprehensive Plan developed under the Growth Management Act policies, the South King County Coordinated Water System Plan and the Pierce County Comprehensive Plan.

9. **HOUSING**

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

Does not apply to this non-project action. Adoption of the Comprehensive Water Plan will not provide housing units. The Plan's programs and projects are not intended to provide housing units.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

Does not apply to this non-project action. Adoption of the Comprehensive Water Plan will not eliminate housing units. The Plan's programs and projects are not intended to eliminate housing units.

- c. Proposed measures to reduce or control housing impacts, if any:

Does not apply TO THIS NON-PROJECT ACTION

10. **AESTHETICS**

- a. What is the tallest height of any proposed structure(s), not including antennas: what is the principal exterior building material(s) proposed?

Does not apply to this non-project action. Adoption of the Comprehensive Water Plan will not itself result in a structure. The height of any proposed structures will be determined at the time of design.

- b. What views in the immediate vicinity would be altered or obstructed?

Does not apply to this non-project action. Adoption of the Comprehensive Water Plan will not itself result in a structure.

- c. Proposed measures to reduce or control aesthetic impacts, if any:

Projects, which are subject to environmental review, will be evaluated for the potential impacts and corresponding mitigation measures prior to implementation.

11. **LIGHT AND GLARE**

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Does not apply to this non-project action. Adoption of the Comprehensive Water Plan will not itself result in light and glare.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

Does not apply to this non-project action. Adoption of the Comprehensive Water Plan will not itself result in light and glare.

- c. What existing off-site sources of light or glare may affect your proposal?

None.

- d. Proposed measures to reduce or control light and glare impacts, if any:

Does not apply to this non-project action.

12. **RECREATION**

- a. What designated and informal recreational opportunities are in the immediate vicinity?

The area contains numerous parks and recreational opportunities within and near the Water Service Area. There are streams and rivers within the Water Service Area that provide recreational opportunities, as well as a golf course.

- b. Would the proposed project displace any existing recreational use? If so, describe.

Does not apply to this non-project action.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

Projects, which are subject to environmental review, will be evaluated for potential impacts and corresponding mitigation measures prior to implementation, if applicable.

13. **HISTORIC AND CULTURAL PRESERVATION**

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.

The Water Service Area covers the City of Auburn and parts of Unincorporated King County. A number of sites listed on the preservation register are in these service areas and will be addressed with individual construction project review.

- b. Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site.

Does not apply to this non-project action. Specific projects will be subject to individual environmental review prior to implementation.

- c. Proposed measures to reduce or control impacts, if any:

Does not apply to this non-project action. Specific projects will be subject to individual environmental review prior to implementation.

14. **TRANSPORTATION**

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on-site plans, if

any.

Numerous streets and highways traverse the service area. State Highways 18 and 167 are the two major highways crossing the service area. Other street arteries include Auburn Way North, Auburn Way South (SR 164), West Valley Highway, and 15th Street Northwest.

- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

Yes, the City of Auburn is served by Sound Transit, King County Metro, and Pierce Transit. Those portions of the City not served by transit will be addressed as individual construction projects are proposed.

- c. How many parking spaces would the completed project have? How many would the project eliminate?

Does not apply to this non-project action. Specific projects will be subject to individual environmental review prior to implementation.

- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).

No.

- e. Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

Does not apply to this non-project action. Adoption of the Comprehensive Water Plan will not itself result in the use of water, rail or air transportation. The Plan's programs and projects may occur in the immediate vicinity of water rail, or air transportation.

- f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.

Does not apply to this non-project action.

- g. Proposed measures to reduce or control transportation impacts, if any:

Does not apply to this non-project action.

15. **PUBLIC SERVICES**

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.

Does not apply to this non-project action.

- b. Proposed measures to reduce or control direct impacts on public

services, if any.

Does not apply to this non-project action.

16. **UTILITIES**

- a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.

Various levels of service are available within the service area.

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

The recommended repairs, replacements, improvements or extensions are to water system facilities required to meet the level of service criteria set forth by local, county and state governments. The facilities include Wells, springs, reservoirs, pump stations, pressure reducing stations, water mains, and related appurtenances. Each recommended project will be subject to its own environmental review process. Water service will be provided by the City of Auburn water division.

C. **SIGNATURE**

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 

Date Submitted: 7-31-09

D. **SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS**

- (1) How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The proposed non-project action consists of adoption of the comprehensive water plan, which will not itself increase discharge to water or air. The elements of the comprehensive water plan have the potential to result in discharges to water and air. For example, construction projects identified in the plan have the potential to result in increased exhaust from construction equipment and dust from exposed soils. Projects which are subject to environmental review will be evaluated for potential impacts and corresponding mitigation measures prior to implementation.

Proposed measures to avoid or reduce such increases are:

No specific mitigation is proposed for the plan adoption. The potential for discharge to air or water will be minimized through the use of best management practices and through the design and construction and operation consistent with the applicable local, state and federal laws. Proposed projects will be reviewed and addressed on an individual basis by the appropriate agencies prior to implementation.

- (2) How would the proposal be likely to affect plants, animals, fish, or marine life?

The plan adoption will not affect any of these. It is not anticipated that any of the proposed projects within the plan will have an impact upon fish or wildlife. Projects which are subject to environmental review will be evaluated for their potential impacts and corresponding mitigation measures prior to implementation.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

No such measures are proposed for the plan adoption. Proposed projects will be reviewed on an individual basis and addressed by the appropriate agencies as they commence.

- (3) How would the proposal be likely to deplete energy or natural resources?

The Comprehensive Water Plan recommends repairs and improvements to the existing water service system and will therefore have no impacts on available energy and natural resources. Specific projects will be subject to individual review to establish energy and natural resource impacts.

Proposed measures to protect or conserve energy and natural

resources are:

The water utility maximizes the potential for gravity flow wherever possible. The plan includes a water use efficiency program intended to provide significant water resource savings over time. The plan's other programs and projects may result in energy conservation features such as improvements to existing pump stations to increase efficiency. The potential conservation from these actions is currently not quantifiable. Proposed projects will be reviewed on an individual basis and addressed by the appropriate agencies as they commence.

- (4) How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The proposed non-project action consists of the adoption of the comprehensive water plan and is not anticipated to have any such effects. While programs and projects identified in the plan may occur in the immediate vicinity of sensitive areas, the potential impacts from these actions are currently unknown. Projects that impact sensitive areas will have to meet the city policies and regulations regarding the protection of these resources.

Proposed measures to protect such resources or to avoid or reduce impacts are:

The plan does not increase the ability of any person, company or agency to develop projects that would affect sensitive areas. Proposed projects will be reviewed on an individual basis and addressed by the appropriate agencies prior to implementation. Conformance with the applicable local, state and federal guidelines and regulations would be required.

- (5) How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The Comprehensive Water Plan does not allow for or encourage uses incompatible with existing plans. Specific projects will be subject to individual environmental review before implementation.

Proposed measures to avoid or reduce shoreline and land use impacts are:

Proposed projects will be reviewed on an individual basis and addressed by the appropriate agencies prior to implementation. Conformance with the applicable local, state and federal guidelines and regulations would be required.

- (6) How would the proposal be likely to increase demands on transportation or public services and utilities?

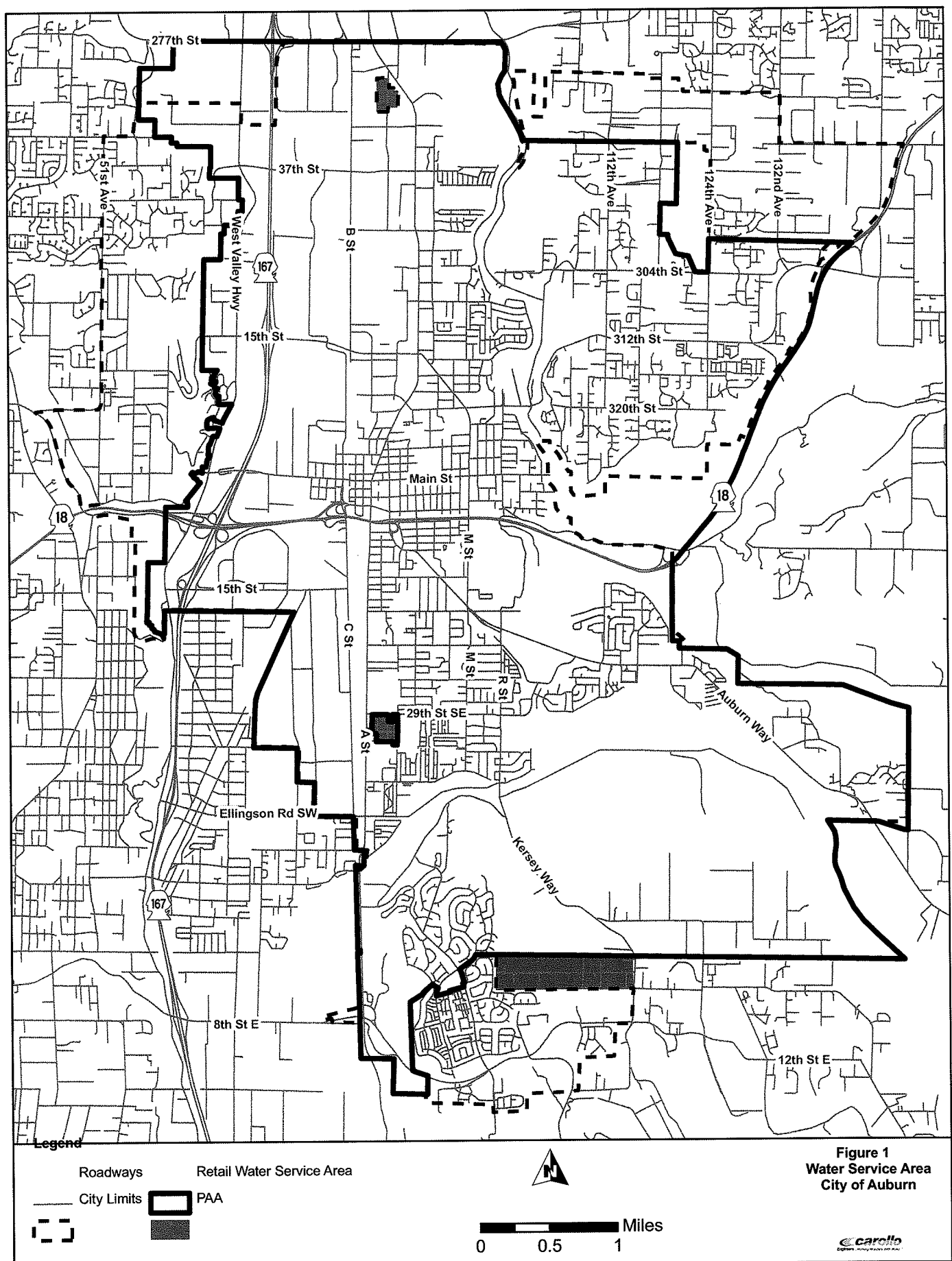
Adoption of the Comprehensive Water Plan will not increase the demand for transportation, public services or utilities and the plan itself is partly in response to such population growth.

Proposed measures to reduce or respond to such demand(s) are:

The water plan is part of the City's response to this growth.

- (7) Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The 2009 Comprehensive Water Plan does not conflict with any known environmental laws.



AGENCY COMMENT LETTERS AND RESPONSES

Draft Comprehensive Water Plan Comment Response Matrix

Date: November 2009

Item number is provided for reference only.

Item #	Page # or Section	Topic	Reviewer	Review Comments	Response
1	Sec ES.4 Par 5	Water Requirements	PWC	Revise "give" to "sell" in reference to water delivered to CWD	Change was made.
2	Sec ES.6 Par 4	Water Reuse	PWC	Revise "King County" to "other agencies"	Change was made to read "Reclaimed water is a potential source of supply. Depending on the degree to which reclaimed water is treated, potential uses include irrigation, landscape purposes, manufacturing, industrial operations, and aquifer recharge. This plan proposes that the City conduct a reclaimed water evaluation and participate in future local and regional planning for wastewater reuse."
3	Sec 2.4.2 Par 2	Bonney Lake	PWC	Add the number of COA accounts served by Bonney Lake	Change was made to read "Currently, Bonney Lake provides water to approximately 1,773 City of Auburn customers."
4	Sec 2.4.6 Par 4	Covington Water District	PWC	Add text regarding Cascade Water Alliance opportunities available other than the Second Supply Pipeline	Change was made. Text was added to read "The CWD maintains three interties with the Cedar River Water and Sewer District, which in turn purchases water from the City of Seattle, and one emergency intertie with WD#111. The CWD is also participating in the Cascade Water Alliance."
5	Sec 2.5	Other Class A Water Systems	PWC	Add text regarding Class B and private wells, and City encouragement to connect to City.	Change was made. The section was retitled "Other Water Systems" and reference to Class B systems and private wells was added, as well as "The City encourages other systems within the City RWSA to connect to Auburn's system."
6	Sec 2.7	Emergency Interties	PWC	Add emergency water quantity limits.	No change needed. There are no specified quantity limits for emergency water.
7	Sec 3.1 Par 4	Introduction	PWC	Check quote	Change will be made in final Plan. City 2007-2008 Budget Mission Statement reads "within Auburn's service area" and text will be revised accordingly.
8	Sec 3.2.8	Service Extension	PWC	Add reference to the use of master meters.	Change was made. Text added to read "All properties shall be metered. Master meters will be evaluated and determined on a case by case basis."
9	Sec 3.3.6	Demand Management and Water Shortage Response	PWC	Add penalty for Stage I, II, III shortage response violations; specify Stage IV penalty.	Change was made. Text added to read "It is in the public interest to promote the conservation of the city's water supply in order to protect the health, welfare, and safety of water users. To accomplish this declared purpose, the City reserves the right to exercise its powers through emergency measures. Penalties for violations of this power are addressed in the City Code. [13.14.060]"
10	Sec 3.6.1	Water Supply Planning	PWC	Check reference to "Puget Sound Regional Planning Council"	Change will be made in final Plan. Text will be revised to "Puget Sound Regional Council"
11	Sec 3.3.6 Par 5	Demand Management and Water Shortage Response Stage IV	PCDC	Recommend that a warning be issued prior to Stage IV declaration.	No change needed. Each previous Stage I, II, and IV provides information on potential future stages.

Draft Comprehensive Water Plan Comment Response Matrix

Date: November 2009

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Item #	Page # or Section	Topic	Reviewer	Review Comments	Response
12	Sec 3.6.12	Reservoir Sizing	PWC	Does emergency storage include interties and is the volume of storage a Department of Health requirement?	No change needed. The emergency storage component of reservoir sizing does not include emergency interties.
13	Sec 3.6.12	Reservoir Sizing	PWC	Is emergency storage volume determined by City of Auburn or mandated by Department of Health?	No change needed. There are minimum storage requirements set by Department of Health (DOH). DOH has recommended minimum criteria. COA calculates emergency storage differently resulting in a more conservative approach than DOH recommendations to better account for unique aspects of the City's water system.
14	Sec 3.10.4	Development Changes	PWC	Do bulleted items accurately reflect Capital Facility Plan Policy?	No change needed. Yes
15	Sec 4.2.2 Par 3	Wholesale Customers	PWC	Revise "give 2.5" to "sell 2.5"	Change was made. Text revised to read "sell".
16	Sec 5.6.3.1 Table 5.7	Valley Storage Analysis	PWC	Should the reliable source capacity volumes change for the years 2014 and 2028?	No change needed. The reliable capacity volumes shown in Table 5.7 reflect conditions without any improvements completed. Table 5.12 shows reliable capacity volumes with projects completed as proposed in the Capital Improvements Program.
17	Sec 6.7.4	Water Reuse	PWC	Add references to irrigation and recharge.	Change was made. Text revised to address irrigation and recharge.
18	Sec 8.2.3 Par 4	Water Use Efficiency, New Program Measures	PWC	Add a new program measure for "other high users."	Change was made. Added "Other High Users-The City will evaluate the high volume users for water saving opportunities."
19	Sec 9.5	Model Maintenance Recommendations	PWC	Revise "updated annually" to "updated periodically."	Change was made. Text revised to "updated periodically depending on system changes."
20	Sec 10.3.2 Table 10.2	Storage Improvement Projects	PWC	Does project R-01 Lakeland Hills Reservoir painting involve cost sharing with Algona or Pacific?	No change needed. No, this is a maintenance project.
21	Sec 11.3.1	Utility Fund Structure	FCSG	Delete account number references. See email dated 8-18-09	Change was made.
22	Sec 10.3 Figure 10.3	Project PS-04	PW	Project PS-04 should be located at the Lea Hill reservoir site, not at the bottom of the hill	Change will be made in the final Plan.
23	N/A		Pacific	The review has determined that retail service between the City of Pacific and City of Auburn is consistent with our understanding of the boundary. The emergency intertie to provide the City of Pacific is consistent with our records	No change needed.
24	Sec ES.3 Table ES.1	Pipe Velocity	LUD	Within Table ES.1, pipe velocity for transmission mains is noted as 8 ft/s. This seems high for large diameter pipe; past Auburn practice was to use 5 ft/sec for designing transmission mains.	Comment noted. No change will be made.

Draft Comprehensive Water Plan Comment Response Matrix

Date: November 2009

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Item #	Page # or Section	Topic	Reviewer	Review Comments	Response
25	ES.5	Existing System	LUD	Executive Summary Page ES-9: Within Figure ES.3, the two intertie symbols for Lakehaven Utility District are shown in the wrong location. 1. Future Interties should be located at 15 th Street NW & Terrace Drive. 2. Existing Intertie located at Aaby Drive & Knickerbocker Drive	Change will be made in the final Plan.
26	TOC	Definition Page	LUD	Definition Page xii: cdf should read 100 cubic-feet	Change will be made in the final Plan.
27	Chapter 1	Acknowledgement	LUD	Introduction Page 1-3: Under, 1.8 Acknowledgements, Utilities Engineer is misspelled.	Change will be made in the final Plan.
28	Sec 2.4.7	Lakehaven Utility District	LUD	Section 2, 2.4.7 Lakehaven Utility District, Page 2-12: You may want to update this section to indicate that Lakehaven Utility District has completed a second feed to this West Hill area via an 8-inch pipeline within Hi-Crest Drive (2009) and has decommissioned the Aaby Drive pump station (2009).	Change will be made in the final Plan.
29	Sec 2.7.4	Lakehaven Utility District	LUD	Section 2, 2.7.4. Lakehaven Utility District, Page 2-16: Refer to 2.4.7 comment above.	Change will be made in the final Plan.
30	Sec 2.9	Inventory of Related Studies	LUD	Section 2, 2.9 Inventory of Related Studies, Page 2-20: Lakehaven Utility District Comprehensive Plan should be identified with the year 2008.	Change will be made in the final Plan.
31	Sec 5.2.1.1	Valley Service Area	LUD	Section 5, 5.2.1.1 Valley Service Area, Page 5-2: "There are active interties in the Valley Service Area to Algona, as well as emergency interties to Pacific, Lakehaven and Kent." This statement from the Auburn 2009 Comp Plan could be misleading due to the fact that there is no physical connection at this time between Lakehaven and Auburn at the 15 th Street NW and Terrace Drive location, and the power to the intertie at the Aaby Drive pump station has been disconnected (2009).	Change will be made in the final Plan. Text will be modified to clarify interties with purveyors.
32	Sec 5.4.1.11	Braunwood Well	LUD	Section 5, 5.4.1.11 Braunwood well, Page 5-24: In 2004, the Braunwood well was redeveloped and refurbished with a new 20 GPM submersible pump.	Change will be made in the final Plan.
33	Sec 5.4.2.1	Coal Creek Springs	LUD	Section 5, 5.4.2.1 Coal Creek Springs, Page 5-24: In 2003, the middle collector manholes were modified/upgraded with new aluminum security access hatches.	Change will be made in the final Plan.
34	Sec 5.4.2.4	Wells 2 & 6	LUD	Section 5, 5.4.2.4 Wells 2 & 6, Page 5-25: In 2003, Well 2 was rehabbed (packer was repaired). Well 6 was rehabbed in 2004 (double inner casing was installed). Both had sand infiltration problems. Consultant was Robinson-Noble & Saltbush.	Comment noted. No change will be made.

Draft Comprehensive Water Plan Comment Response Matrix

Date: November 2009

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Item #	Page # or Section	Topic	Reviewer	Review Comments	Response
35	Sec 5.4.2.9	Well 5B	LUD	Section 5, 5.4.2.9 Well 5B, Page 5-26: In 2006, a flow control valve was installed to restrict the well production in an attempt to reduce well draw down.	Comment noted. No change will be made.
36	Sec 5.5.2.5	Intertie/Lea Hill Booster Pump Station	LUD	Section 5, 5.5.2.5 Intertie/Lea Hill Booster Pump station, Page 5-32: In 2005, station was upgraded with two 150 GPM and one 1500 GPM pumps to meet domestic and fire flow flows with the upper Lea Hill pressure zone.	Comment noted. No change will be made.
37	Sec 6.5.2	Emergency Interties	LUD	Section 6, 6.5.2 Emergency Interties – 4. Lakehaven utility District, Page 6-9: Refer to 5.2.1.1 Valley Service Area comment above.	Comment noted. No change will be made.
38	Chapter 2 Page 2-1	RWSA	Pierce	Chapter 2 RWSA Page 2-1: Please indicate that the Retail Water Service Area (RWSA) boundary is considered the designated Pierce County CWSP water service area (WSPA) boundary.	Change will be made in the final Plan.
39	Chapter 2 Page 2-1	RWSA	Pierce	Chapter 2 RWSA, Page 2-1: The County has signed a Standard Service Agreement (SSA) with Auburn dated 09-16-1997 (reference R#2873 dated 09-15-09). However, the claimed RWSA does not match what the County has on record nor the RWSA boundary depicted in Figure 2.1. Please provide a new signed SSA with a map (no larger than 11" x 17" in size) that depicts the RWSA, as correlated to the tax parcel base, within Pierce County (see Attachment A). Please add text to reference signed Standard Service Agreements with Pierce County. Please include these documents in an appendix.	Change will be made in the final Plan. A new SSA will be prepared and executed.
40	Chapter 2 Page 2-1	RWSA	Pierce	Chapter 2 RWSA, Page 2-1: In addition, the electronic version of the RWSA you submitted does not appear to match the tax parcel boundaries or those of adjacent purveyors (see Attachment B – we show your RWSA in purple and you show in hatch marks). This may be caused by a data shift? Please correct this discrepancy in the final submitted SSA map.	No change will be made. The City of Auburn and City of Bonney Lake water service boundary was negotiated prior to the development of these parcels. In 2010, the City of Auburn will coordinate with the City of Bonney Lake for a new service area boundary to match the tax parcel boundaries.
41	Chapter 2 Pages 1.7-1.10	Inventory of Related Studies	Pierce	Chapter 2 Inventory of Related Studies, Pages 1.7 – 1.10: Please add a reference to the Pierce County Coordinated Water System Plan, adopted 09-23-03 by Ord. 2003-69.	Change will be made in the final Plan.

Draft Comprehensive Water Plan Comment Response Matrix

Date: November 2009

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Item #	Page # or Section	Topic	Reviewer	Review Comments	Response
42	Sec 2.2	Retail Water Service Area	King	The second paragraph states the current boundaries of the retail water service area (RWSA) match those established in the Coordinated Water System Plan (CWSP) with one exception. The paragraph then goes on to list several interlocal agreements and therein is our confusion. If the RWSA is the same as within the CWSP except for a portion of Pierce County (an area south of the City), why are interlocal agreements with Kent and King County Water District 111 listed? Given those jurisdictions are north of the City, they have nothing to do with Pierce County. do the interlocal agreements identified with Lakehaven, City of Kent, or King County Water District 111 change the respective service areas identified in the CWSP? See also the second paragraph on page 2-7 and/or the last paragraph of section 2.4.3 that talks about modified service areas with King County Water District 111.	Change will be made in the final Plan. Text will be revised and expanded to clarify the City of Auburn RWSA boundaries with King and Pierce Counties.
43	Sec 2.4.3	RWSA	King	The last sentence of the second paragraph is confusing. The sentence states that, "The City serves outside its RWSA as a result of the division of WD 87 until such time as Kent system expands." Our understanding is that the retail service area defined or demarcated in a water system plan must include where the City currently serves water. Please clarify the retail service area for the City.	Comment noted. No change will be made. The City of Auburn has not expanded their service area. The City is assisting Kent on an interim basis with providing water to this area.
44	-	Unincorporated King County	King	it would be helpful to identify those portions of unincorporated King County served by the City on one of the maps, perhaps Figure 2.1 or perhaps ES.2	Comment noted. No change will be made unless required by Department of Health.

Draft Comprehensive Water Plan Comment Response Matrix

Date: November 2009

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Item #	Page # or Section	Topic	Reviewer	Review Comments	Response
45	Sec 2.9	Inventory of Related Studies	King	To your list, please add the 2006 King county Flood Hazard Management Plan. For that plan, we encourage the City, as you have probably now done because of the Howard Hanson situation, to talk about the relationship of the City water system to floodplain management programs such as the Regional Flood Warning Center and emergency response, public education and outreach programs. The salmon recovery plan, especially the chapter for the Green River basin, seems to be very applicable for the City as it considers new source development. For example, whether planned development of new sources of supply may be constrained by potential adverse effects on streamflows of habitat for listed species, and plans for mitigation or avoiding impacts.	Comment noted. No change will be made. Emergency operations for the water system, whether in response to flood conditions or other hazard, are discussed in Chapter 12 - Operations and Maintenance and have been developed as part of the Public Works Emergency Response Manual. The City recognizes that any new source development would need to consider potential adverse impacts to stream flows.
46	Sec 3.1	Policies and Criteria for Water Service	King	The second paragraph, second sentence, states, "The City may develop criteria and standards for satellite systems that differ from those developed for the City's multi-source municipal water system." We encourage you to develop any criteria and standards for satellite systems that differ from those developed for the City's multi-source municipal water system and state them in the Plan. As you know, there are currently numerous smaller Group A and Group B public water systems within the city's service area. If those systems are not able to provide adequate, potable water, the CWSP policies call for Auburn to provide service. It seems prudent to put in place now the framework to create predictability for small systems and enable the City to provide satellite or remote service.	Change will be made in the final Plan. In the second paragraph, the first sentence will be revised to read "The policies included in this plan are developed specifically for the City's multi-source municipal water system (System Number 03350V)." and the second sentence will be deleted.

Draft Comprehensive Water Plan Comment Response Matrix

Date: November 2009

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Item #	Page # or Section	Topic	Reviewer	Review Comments	Response
47	Sec 3.2.1	Retail Service Area	King	This section is a bit confusing with the use of the terms firm and no-firm customer. It is our understanding that the City has a duty to serve all customers within the RWSA. Please clarify what a firm or non-firm customer is and how you can have customers within the RWSA and not have a duty to provide water.	Change will be made in the final Plan. Section 3.2.1 will be retitled "Retail Water Service Area". Reference to the Pierce County Coordinated Water System Plan will be added to the first sentence. The third sentence and remainder of this paragraph will be moved to section 3.6.1 Water Supply Planning, as the second paragraph, to read "The City will plan for and provide water service to all firm customers. Firm customers are those customers within the RWSA and wholesale customers to whom the City is obligated to provide an uninterrupted supply of water. As supply permits, the City may provide water to non-firm customers unilaterally or as part of a capital improvement partnership agreement. Provision of water service should be consistent with the goals, objectives and policies of the City of Auburn Water Comprehensive Plan."
48	Sec 3.2.4	Potential Annexation Areas	King	Language in 3.2.4, first bullet, that says "(in the event of significant conflict between county and City requirements, the City may choose to not extend utility services)." What conflict between county and City requirements may compel the City to not extend utility service? I suggest that if conflicts exist we should resolve them now to the extent we can to ensure the City will extend utility service in the RWSA.	Comment noted. No change will be made. This statement is in accordance with the City Comprehensive Plan. The City will work to resolve any conflicts which may arise.
49	3.2.5	Conditions of Service	King	Also potentially problematic is the first sentence of 3.2.5 that reads, "For areas outside the current City limits, but within the RWSA, the City shall condition service on agreement that development is in compliance with City standards." As you probably know, there are at least two unincorporated areas within the RWSA and not within the PAA (very northwest corner and in the center of the City, eastside, west of Covington Water District and east of the City limit) and it seems problematic to say that development will be in compliance with City standards for development in the County. Why and how would the City impose its development standards for areas in unincorporated King County?	Change will be made in the final Plan. First sentence will be revised to read "For areas outside the City limits, but within the RWSA, the City shall condition service on agreement that development is in compliance with City water system standards."

**Draft Comprehensive Water Plan
Comment Response Matrix**

Date: November 2009

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Item #	Page # or Section	Topic	Reviewer	Review Comments	Response
50	Sec 3.2.7	Connections for Existing Wells	King	The second to last bullet on page 3-5 says, "The owner of lands located within Auburn's water service area that apply to connect to the Auburn water system shall sign a service agreement prohibiting the installation of an irrigation well or wells on their lands for which service is provided." Please state how this requirement will be implemented for that part of the RWSA in unincorporated Kind County in the light of RCW 90.44.050.	Comment noted. No change will be made. The owner of a parcel who desires water service from the City is not specifically prohibited from exercising the provisions of RCW 90.44.050 but rather is entering into a contractual agreement to not install an irrigation well as a condition of water service.
51	Sec 3.2.8	Service Extension	King	The second paragraph talks about the City working cooperatively with King county to ensure that water system facilities constructed within the RWSA and unincorporated Kind County meet or exceed the County standard. We agree that water system facilities must be constructed to King County's standards and are happy to meet with the City on this point if needed. We are unaware of any water system facilities that do not meet County standards in place at the time development occurred.	Comment noted. No change will be made.
52	Sec 3.4.5	Fire Flow Quantities	King	Please document the fire flow quantities that apply within the RWSA and outside of the City. For King County we would look for those standards to be consistent with KCC 17.08	Change will be made in the final Plan. First bullet will be revised to read "residential area within the RWSA," and the second bullet will be revised to read "parks and open spaces within the RWSA."
53	Sec 3.5.1	Agency Coordination	King	We support the City in its efforts to coordinate and cooperate with other agencies. We are concerned with section 3.5.1 in that the City within this planning process should determine the applicable regulatory requirements for water now, as compared to some coordination at some date in the future. For King County, an adequate water supply is defined in KCC 21A.28.040 and we look for the City to purvey water consistent with those standards for that portion of the of the RWSA in unincorporated King County.	Comment noted. No change will be made.

Draft Comprehensive Water Plan Comment Response Matrix

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Item #	Page # or Section	Topic	Reviewer	Review Comments	Response
54	Sec 3.6.1	Water Supply Planning	King	The City will project future populations with data from the Puget Sound Regional Council (PSRC). Using the PSRC population data for future forecasts seems very reasonable. We also encourage the City to ensure that the Growth Management Act population and employment targets accepted by the City be considered within your analysis of future needs. The objective is to ensure that the policy goals for population and employment for the City can be met by the water supply.	Change will be made in the final Plan. The third sentence will be revised to read "Future water demands will be estimated using existing water usage patterns and projected future populations developed by the City Planning Department and consistent with the Puget Sound Regional Council data.
55	Sec 3.8	Water Use Efficiency	King	We are pleased to see the City promoting programs and addressing water efficiency. We encourage the City to comply with existing state law and file a water use efficiency goal with DOH for 2009. Our understanding is the City had not filed its goal for this year. We believe that an aggressive conservation program is on that, at a minimum, meets existing statutory standards.	Comment noted. No change will be made.
56	Sec 3.8.7	Reclaimed water	King	We appreciate the statement that the City is committed to wastewater reuse. We also noted the language is section 6.7.4 and section 8.2.5 echoes the commitment to the evaluation and use of reclaimed water. As you know, King County is exploring the development of a reclaimed water comprehensive plan. I appreciate the work you have done with Mark Duschner and Kristina Westbrook related to that planning effort; we encourage the City to integrate your evaluation of reclaimed water with the County's work to the extent practical. The City's commitment to reclaimed water can be further supported by completion of the reclaimed water checklist and inclusion of it in the Plan. It appears that the checklist is incomplete (the first page is missing) in appendix M.	Change will be made in the final Plan. First page of the checklist will be included in Appendix M.

Draft Comprehensive Water Plan Comment Response Matrix

Date: November 2009

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Item #	Page # or Section	Topic	Reviewer	Review Comments	Response
57	Sec 3.10.10	Water Rate Structures	King	This section states that water rates should be set by customer class based on the costs to serve each customer class. We understand the city imposes a 50 percent surcharge on services outside the City, but within the RWSA. However, we could find no justification or explanation of what additional costs relate solely to service outside the City to justify the 50 percent surcharge. Please provide a rational beyond the policy statement in the Plan to justify those costs of service for those areas outside the City in unincorporated King County. We believe such a description in the Plan will be helpful should the County have to address an appeal of timely and reasonable service under the CWSP.	Comment noted. No change will be made. The City is presently conducting a rate study to determine the appropriate level of adjustment to rates over the 2009-2014 planning period, with results expected by the end of the first quarter 2010.
58	Sec 4.6.1	Existing Land Use	King	Figure 4.6 describes the zoning within the City. On figure 4.6, the zoning for unincorporated King County within the RWSA is not described. Please affirm that even though figure 4.6 does not describe the zoning for that portion of the RWSA within King County that King County land use zoning was used as part of your analysis. We suggest that figure 4.6 would be more complete if it reflected the County's zoning. County land use zoning for those areas can be found on the King county website.	Change will be made in the final Plan. County zoning will be added to the figure.
59	Sec 4.7	Growth Rate	King	Within this section it would seem appropriate to discuss the final population and employment demand projections used for the water forecast and, the GMA adopted population and employment targets for the same six and twenty year periods. Please describe how the GMA adopted population and employment targets were considered in your analysis.	Comment noted. No change will be made. Final population and employment projections are presented in Table 4.8 and details of the analysis are included in Appendix F.
60	Figure 4.7	Water Service Area	King	As you know, there are generally three areas associated with the City and water supply, the corporate boundary of the city, the RWSA, and the future service area under the CWSP. We encourage you to use one of those three terms. However, if another term is used to describe the water service area it would be helpful to define it. Please describe if the "water service area" on figure 4.7 is the same as your RWSA, perhaps the future service area under the CWSP, or some other area.	Change will be made in the final Plan. The City has areas of the system that contain multiple pressure zones, commonly referred to by Operations staff as water service areas. The City has four such water service areas: the Valley, Academy, Lea Hill and Lakeland Hills service areas. Text will be added in Section 2.2 and Figure 2.1 will be modified to clarify this.

**Draft Comprehensive Water Plan
Comment Response Matrix**

Date: November 2009

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Item #	Page # or Section	Topic	Reviewer	Review Comments	Response
61	Sec 6.8	Appendix K	King	Appendix K pertains to ground water management and the City's wellhead protection plan. The description of the wellhead protection plan, especially section 6.8.1 leads us to believe there had been no change in the delineation of the time of travel zones from the 2001 water system plan. The City's wellhead protection plan from the 2001 water system plan was incorporated into our critical areas ordinances and reflected in critical aquifer recharge areas as described in the 2008 King County comprehensive Plan. If the wellhead protection zones have not changed, the current critical areas ordinances affords the maximum protection for that portion of the wellhead protection areas in unincorporated King County and we can meet our mutual interest of protecting ground water quality for domestic supply.	Change will be made in the final Plan. There have been changes in the delineation since the 2001 Plan. Text and figures presenting the new delineations will be added.
	Reviewers:	City of Auburn Public Works Committee (PWC) City of Auburn Planning and Community Development Committee (PCDC) City of Auburn Planning Commission (PC) King County DPNR (King) Pierce County Utilities (Pierce) City of Pacific (Pacific) City of Auburn Public Works Utility (PW)			

From: Jim Morgan [mailto:jmorgan@ci.pacific.wa.us]
Sent: Wednesday, September 02, 2009 1:29 PM
To: Cynthia Lamothe
Cc: Jay Bennett (Pacific); James Schunke
Subject: Auburn Water System Plan

Cynthia

Thank you for providing the City of Pacific an opportunity to review the August 2009 City of Auburn Comprehensive Water System Plan. The review has determined that retail service between the City of Pacific and City of Auburn is consistent with our understanding of the boundary. The emergency intertie to provide the City of Pacific is consistent with our records.

James J. Morgan, P.E.

City Engineer

100 3rd Avenue SE

Pacific, WA 98047

jmorgan@ci.pacific.wa.us

(253)929-1115 - Phone

(253)887-9910 - Fax

November 25, 2009

James Morgan
City Engineer
City of Pacific
100 – 3rd Avenue South
Pacific, WA 98047

RE: City of Auburn Comprehensive Water Plan - Draft

Dear Mr. Morgan:

Thank you for your review of the City of Auburn's (City) Draft 2009 Comprehensive Water Plan and comments provided by email on September 2, 2009.

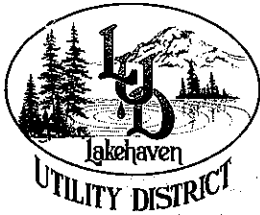
We are pleased that your review determined that the retail service between the City of Pacific and the City of Auburn as shown on the Plan is consistent with your understanding of the boundary and that the emergency intertie to provide the City of Pacific is consistent with your records.

Sincerely,



Cynthia Lamothe, P. E.
Water Utility Engineer
Department of Public Works

CL/hm



LAKEHAVEN UTILITY DISTRICT

31627 - 1st Avenue South • P.O. Box 4249 • Federal Way, Washington 98063-4249
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RECEIVED

September 4th, 2009

SEP 8 2009

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

City of Auburn
Public Works Department

Attention: Cynthia Lamothe

Re: City of Auburn 2009 Comprehensive Water System Plan – Draft

Dear Ms Lamothe:

Lakehaven Utilities District (LUD) appreciates the opportunity to comment on the City of Auburn Comprehensive Water System Plan. Please find enclosed Lakehaven Utility District comments below.

Section: Executive Summary

Page ES-2

Comment: Within Table ES.1, pipe velocity for transmission mains is noted at 8 ft/s. This seems high for large diameter pipe; past Auburn practice was to use 5ft/sec for designing transmission mains.

Page ES-9

Comment: Within Figure ES.3, the two intertie symbols for Lakehaven Utility District are shown in the wrong locations. 1. Future Intertie should be located at 15th Street NW & Terrace Drive. 2. Existing Intertie located at Aaby Drive & Knickerbocker Drive.

Section: Definition

Page xii

Comment: ccf should read 100 cubic-feet.

Chapter: Introduction

Page 1-3

Comment: Under, 1.8 Acknowledgements, Utilities Engineer is misspelled.

Charles Gibson
Commissioner

Donald L.P. Miller
Commissioner

Ronald E. Nowicki
Commissioner

Edward C. Stewart
Commissioner

Beverly J. Tweddle
Commissioner

Chapter: 2

2.4.7 Lakehaven Utility District

Page 2-12

Comment: You may want to update this section to indicate that Lakehaven Utility District has completed a second feed to this West Hill area via an 8-inch pipeline within Hi-Crest Drive (2009) and has decommissioned the Aaby Drive pumpstation (2009).

2.7.4 Lakehaven Utility District

Page 2-16

Comment: Refer to 2.4.7 comment above.

2.9 Inventory of Related Studies

Page 2-20

Comment: Lakehaven Utility District Comprehensive Plan should be identified with the year 2008.

Chapter: 5

5.2.1.1 Valley Service Area

Page 5-2

Comment: *"There are active interties in the Valley Service Area to Algona, as well as emergency interties to Pacific, Lakehaven, and Kent."* This statement from the Auburn 2009 Comp Plan could be misleading due to the fact that there is no physical connection at this time between Lakehaven and Auburn at the 15th Street NW and Terrace Drive location, and the power to the intertie at the Aaby Drive pumpstation has been disconnected (2009).

5.4.1.11 Braunwood Well

Page 5-24

Comment: In 2004, the Braunwood well was redeveloped and refurbished with a new 20 GPM submersible pump.

5.4.2.1 Coal Creek Springs

Page 5-24

Comment: In 2003, the middle collector manholes were modified/upgraded with new aluminum security access hatches.

5.4.2.4 Wells 2 & 6

Page 5-25

Comment: In 2003, Well 2 was rehabbed (packer was repaired). Well 6 was rehabbed in 2004 (double inner casing was installed). Both had sand infiltration problems. Consultant was Robinson-Noble & Saltbush.

5.4.2.9 Well 5B

Page 5-26

Comment: In 2006, a flow control valve was installed to restrict the well production in an attempt to reduce well drawn down.

5.5.2.5 Intertie/LeaHill Booster Pumpstation

Page 5-32

Comment: In 2005, station was upgraded with two 150 GPM and one 1500 GPM pumps to meet domestic and fire flow flows within the upper LeaHill pressure zone.

Chapter: 6

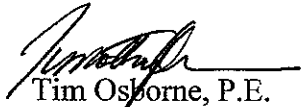
6.5.2 Emergency Interties -- 4. Lakehaven Utility District

Page 6-9

Comment: Refer to 5.2.1.1 Valley Service Area comment above.

If you have any questions, please feel free to contact me at (253)945-1582.

Sincerely,



Tim Osborne, P.E.

Development Services Manager
Lakehaven Utility District

cc: Don Perry, P.E. - General Manager, Lakehaven Utility District
John Bowman, P.E. - Engineer Manager, Lakehaven Utility District

November 25, 2009

Tim Osborne
Development Services Manager
Lakehaven Utility District
31627-1st Avenue South
Federal Way, WA 98063

RE: City of Auburn Comprehensive Water Plan - Draft

Dear Mr. Osborne:

Thank you for your review of the City of Auburn's (City) Draft 2009 Comprehensive Water Plan and comments provided by letter dated September 4, 2009. Responses to your comments or concerns are provided below in the order presented in your letter.

Section ES.3, Table ES.1, Pipe Velocity
Comment noted. No change will be made.

Section ES.5, Existing System
Change will be made in the final Plan.

Table of Contents, Definition Page
Change will be made in the final Plan.

Chapter 1, Section 1.8, Acknowledgement
Change will be made in the final Plan.

Section 2.4.7, Lakehaven Utility District, Aaby Drive Pump Station
Change will be made in the final Plan.

Section 2.7.4, Lakehaven Utility District, page 2-16
Change will be made in the final Plan.

Section 2.9, Inventory of Related Studies
Change will be made in the final Plan.

Section 5.2.1.1, Valley Service Area
Change will be made in the final Plan. Text will be modified to clarify interties with purveyors.

Section 5.4.1.11, Braunwood Well
Change will be made in the final Plan.

Section 5.4.2.1, Coal Creek Springs
Change will be made in the final Plan.

Section 5.4.2.4, Wells 2 & 6

Comment noted. No change will be made.

Section 5.4.2.9, Well 5B, page 5-26

Comment noted. No change will be made.

Section 5.5.2.5, Intertie/Lea Hill Booster Pump Station

Comment noted. No change will be made.

Section 6.5.2, Emergency Interties

Comment noted. No change will be made.

Thank you again for your review and comments. I can be reached at 253-804-5061 if you wish to discuss these responses further.

Sincerely,

A handwritten signature in black ink, appearing to read "Cynthia Lamothe", with a stylized flourish at the end.

Cynthia Lamothe, P. E.
Water Utility Engineer
Department of Public Works

CL/hm



RECEIVED

SEP 18 2009

City of Auburn
Public Works DEPARTMENT

September 11, 2009
U-98994

Cynthia Lamonthe
Water Utility Engineer
City of Auburn – Public Works
25 West Main Street
Auburn, WA 98001

**RE: City of Auburn Water System Plan (DOH ID# 03350) – Pierce County Review
Comments for August, 2009 Submittal**

Dear Ms. Lamonthe:

Thank you for submitting the City of Auburn Water System Plan on August 11, 2009 and review fee application/deposit on August 27, 2009 for Pierce County review per the Coordinated Water System Plan (CWSP). In reviewing your submittal, I find that the following items need to be addressed prior to the County being able to issue a signed Consistency Statement:

Chapter 2 – Planning Considerations

Retail Water Service Area (Page 2-1)

1. Please indicate that the Retail Water Service Area (RWSA) boundary is considered the designated Pierce County CWSP water service area (WSA) boundary.
2. The County has a signed Standard Service Agreement (SSA) with Auburn dated 09-16-1997 (reference R#2873 dated 09-15-09). However, the claimed RWSA does not match what the County has on record nor the RWSA boundary depicted in Figure 2.1. Please provide a new signed SSA with a map (no larger than 11" x 17" in size) that depicts the RWSA, as correlated to the tax parcel base, within Pierce County (see Attachment A). Please add text to reference signed Standard Service Agreements with Pierce County. Please include these documents in an appendix.
3. In addition, the electronic version of the RWSA you submitted does not appear to match the tax parcel boundaries or those of adjacent water purveyors (see Attachment B – we show your RWSA in purple and you show in hatchmarks). This may be caused by a data shift? Please correct this discrepancy in the final submitted SSA map.

Inventory of Related Studies (Pages 1.7 – 1.10)

4. Please add a reference to the Pierce County Coordinated Water System Plan, adopted 09-23-03 by Ord. 2003-69.



Cynthia Lamonthe
U-98994
Page 2 of 2

These outstanding issues must be addressed before the County can consider approving the City of Auburn WSP and issuing a signed consistency statement. In order to expedite review of your submittal, please include a cover letter summarizing how each of the above comments was addressed in the revised WSP and where each response is located (i.e., page numbers, appendices, etc.). Also, in order to save costs and resources, please only provide me with a copy of any corrected pages/maps and I will incorporate the revised pages/maps into the last plan document that you submitted.

Should you have any questions please contact me directly at 253.798.6169 or at kbrooks@co.pierce.wa.us.

Sincerely,



Katherine Brooks
Senior Planner – Water Utility

KLB:cks
Cors\U#98994-klb

cc: Tim Ramsaur, P.E., Pierce County Public Works & Utilities - Utilities
Jennifer Kropack, Washington State Department of Health
Brad Harp, Tacoma-Pierce County Health Department
Phil Prettyman, Pierce County Deputy Prosecuting Attorney
Laurie Bischof, Pierce County Fire Prevention Bureau
Dan Cardwell, Pierce County Planning & Land Services
Jerry West, Public Works & Utilities-Transportation
Louis Dooley, Pierce County Department of Emergency Management
Dave Cihak, Utilities Supervisor, City of Bonney Lake
Jim Morgan, City Engineer, City of Pacific
Mike Dahlem, City Engineer, City of Sumner
George Walter, Nisqually Indian Tribe, Natural Resources
Char Naylor, Puyallup Indian Tribe - Environmental
Carla Carlson, Muckleshoot Indian Tribe
Joan Ortiz, Steilacoom Indian Tribe
John Konovsky, Squaxin Island Indian Tribe

Attachments (addressee and DOH only)

**STANDARD SERVICE AGREEMENT
ESTABLISHING WATER UTILITY
SERVICE AREA BOUNDARIES**

PREAMBLE

THIS AGREEMENT establishing water utility service area boundaries is entered into this day for purposes of identifying the external boundaries of the service area for which this water purveyor has assumed water service responsibility.

WHEREAS, service area agreements are required by WAC 246-293-250 to help assure that water reserved for public water supply purposes within Pierce County will be utilized in the future in an efficient and planned manner; and

WHEREAS, the designation of retail water service area and future service planning areas, together with the cooperation of other utilities, will help assure efficient planning to accommodate growth, avoid duplication of service, and facilitate the best use of resources; and

WHEREAS, The responsibilities applicable to water purveyors are outlined in the Pierce County Coordinated Water System Plan (CWSP) and by the adopted rules and regulations of the Washington State Department of Health (DOH); and

WHEREAS, It is not the intent of this Agreement to give new authority or responsibilities to the water purveyor or to the County or State regulatory agencies, in addition to those requirements imposed by law; and

NOW, THEREFORE, the undersigned party, having entered into this Agreement by its signature, concurs with and will abide by the following provisions:

Section 1. The terms used within the contract shall be as defined in the implementing regulations of Chapter 70.116 RCW, except as identified below.

- A. Lead Agency shall mean the department or organization within Pierce County that has been designated by the Pierce County Executive as being administratively responsible for the coordination and filing of the Pierce County Water Service Area map, Standard Service Agreement Establishing Water Utility Service Area Boundaries, Agreements for Retail Service Areas, Utility Service Policies, and other administrative documents necessary for the implementation of the Pierce County CWSP.
- B. Pierce County Coordinated Water System Plan (CWSP) shall mean the plan adopted by the Pierce County Council for public water systems within critical water supply service areas within Pierce County which identifies the present and future needs of the systems and sets forth means for meeting those needs in the most efficient manner possible.
- C. Pierce County Water Service Area Map shall mean the map referenced in this Agreement for the retail service area signed by the water purveyor, except as amended in accordance with the CWSP procedures and with the concurrence of the affected water purveyors.

- D. Retail Service Area shall mean the designated geographical area within Pierce County in which the undersigned water purveyor assumes full responsibility for providing water service to individual customers.
- E. Utility Service Policies shall mean those policies and conditions of service that are attached to the provision of water service for individual customers. The identified policies and conditions of service are those conditions incorporated within the water purveyor's water system improvement and expansion plans required under the provisions of the Public Water Systems Coordination Act and DOH.

Section 2. Lead Agency. The lead agency for administering the Pierce County Water Utility service area agreements shall be the Pierce County Department of Public Works and Utilities unless otherwise established by the Pierce County Executive. The lead agency shall function only as a coordination center. The lead agency will maintain the original documents and will be responsible for updating the water system map and agreements as provided for in the CWSP.

Section 3. Authority The authority for this Agreement is granted by the Public Water Systems Coordination Act of 1977, Chapter 70.116 RCW.

Section 4. Service Area Boundaries. The undersigned Water Purveyor acknowledges that the Pierce County Water Service Area Maps identifying its retail service area boundaries, dated _____ and included as Attachment A to this Agreement, identify the Water purveyor's present and future service area. The undersigned further acknowledges that there are no service area conflicts with an adjacent water utility or purveyor, or, if such a conflict exists, agrees that no new water service will be extended within disputed areas except as stipulated in an adjudication by DOH.

This agreement shall apply to service areas existing as of August, 1994, and to the service area boundaries identified in the above referenced maps, or as shown on current revisions thereof, provided that no revisions of service areas shown on these maps shall be made without prior written concurrence of the water utilities/purveyors involved and such written concurrence is filed with the Lead Agency. Revisions may also require an amendment to the purveyor's or utility's service plans.

Section 5. Boundary Adjustments. If, at some time in the future it is in the best interest of the undersigned parties to make service area boundary adjustments, such modifications must be by written concurrence of all involved utilities and the proper legislative authority(ies), and must be noted and filed with the designated Pierce County lead agency and DOH. It is understood by the undersigned utility that it may decline to provide service within its designated service area boundary, but in that case, an applicant may be referred to other adjacent purveyors or utilities or a new utility may be created and the original service area boundary will be adjusted accordingly.

Section 6. System Extension Policies. The undersigned utility agrees that in order to expand its existing water service area, (other than by addition of retail customers to existing water mains), or to serve in the capacity of a pre-qualified satellite system management agency (SSMA), it shall have adopted design standards and Utility Service extension policies. The

design standards shall meet or exceed the Pierce County Water System Minimum Standards and Specifications.

A water utility anticipating expansion of retail service in unincorporated areas of Pierce County, or intending to operate as an SSMA, shall identify utility service policies in its updated water system plan. The undersigned utility agrees to identify, for information, its utility service policies or provide a copy of the updated water system plan to the Lead Agency prior to application for extension of its existing water system into new service areas within the unincorporated areas of Pierce County.

Municipalities further agree that if they identify a service area outside of their existing municipal corporate boundaries, the municipality will assume full responsibility for providing water service equivalent to the level of service provided for their customers inside the city limits with similar service requirements, and must also meet or exceed Pierce County's minimum design standards.

Section 7. Special Working Agreements. Special working agreements, if they exist and are relevant, between this water purveyor and any adjacent water purveyor shall be attached to this Agreement as Attachment B and incorporated herein by this reference.

Section 8. Compliance with the CWSP. Nothing in this Agreement shall waive any requirement of the state, federal or local government regarding the provision of water service. This Agreement shall comply with the interlocal agreement requirement of the CWSP.

IN WITNESS WHEREOF, the undersigned party has executed this Agreement as of

Date

Water Purveyor

Representative

Title

Receipt Acknowledged:

Pierce County Public Works and Utilities Department

Date

**STANDARD SERVICE AGREEMENT
ATTACHMENT B**

Utility shall include copies of separate agreements, relating to common service areas, transfer arrangements, special working agreements, and/or retail service agreements with adjacent utilities. These agreements will be included by reference in this Interlocal Agreement.

INTERLOCAL AGREEMENT
ATTACHMENT C

DESCRIPTION OF NEW WATER SERVICE REFERRAL
IN SATELLITE MANAGEMENT AREAS

The following is a description of the process to be utilized by Pierce County in identifying the responsible water purveyor for providing new water service in Satellite Management Areas as identified in the Pierce County Water Service Area Maps. These Satellite Management areas are of two types: "Interim Satellite System Management Areas", in which several purveyors may have proposed expansion of existing systems into commons areas, and a "Satellite System Management Area", in which there is not presently a water system nor the likelihood of extending an existing system in the near future. In these areas the following priorities shall be applied by Pierce County and DOH:

Interim Satellite System Management Areas - Extension of Service

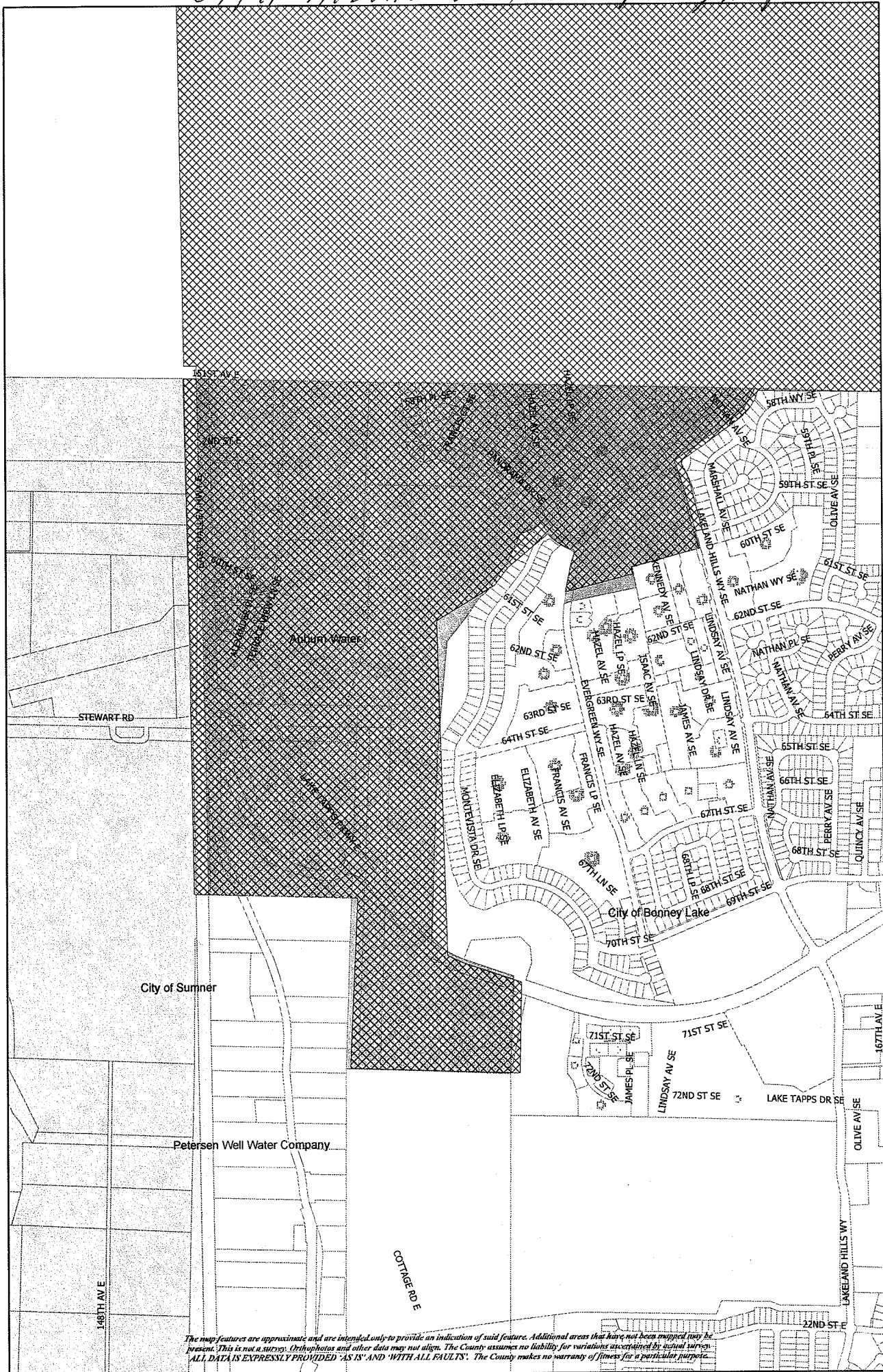
1. When a need for new public water service is identified in an area for which the assignment of a designated future service area is pending; the Lead Agency shall identify the purveyors having a declared interest in future service in that geographical area either through an extension of an existing system or through temporary satellite system operation, and which have a written plan to extend service to an area from an adjacent system.
2. The Applicant for service shall be provided a list of qualified purveyors.
3. The Applicant shall obtain, from the qualified purveyors, proposals which include description of new facilities, fire flow compliance, schedule, and cost.
4. The Applicant shall select from the proposals and notify the Lead Agency and DOH, in writing, attaching a copy of the selected proposal. If the Lead Agency or DOH determines that the proposal does not meet the requirements of State law, County ordinance, the Coordinated Water System Plan, or the Comprehensive Land Use Plan it may be rejected by written notice and the Applicant will be referred to the qualified purveyors for revised proposals.
5. If a purveyor and applicant notify the Lead Agency, in writing, that the purveyor is in a position to begin construction of capital facilities and that a designation of future service area is required, the Lead Agency shall notify adjacent purveyors and determine if a service area agreement can be reached. If not, the matter will be referred to the Water Utility Coordinating Committee (WUCC). The WUCC shall determine whether the need is valid and shall take one of the following actions:
 - a. Direct the Lead Agency to continue negotiations to reach an agreement with adjacent purveyors.

- b. Establish a process within the Committee to resolve the service area among the purveyors.
 - c. Refer the request to DOH for formal resolution.
- 6. If the proposal is approved, the Applicant shall enter into a contract for water service with the selected purveyor.
 - 7. A new water system is installed only if this alternative is approved by DOH.

Satellite System Management Areas

- 1. The County Lead Agency determines adjacent utilities and prequalified Satellite System Management Agencies and provides a list of these to the applicant for service.
- 2. The applicant shall obtain proposal for water service from the list of prequalified purveyors, select the preferred alternative and submit a notice of selection to the County's Lead Agency for filing.
- 3. The applicant shall enter into a contract with the selected purveyor.
- 4. The County Lead Agency shall modify the service area records in accordance with Step 3.

City of Auburn WSA Discrepancy map





November 25, 2009

Tim Osborne
Development Services Manager
Lakehaven Utility District
31627-1st Avenue South
Federal Way, WA 98063

RE: City of Auburn Comprehensive Water Plan - Draft

Dear Mr. Osborne:

Thank you for your review of the City of Auburn's (City) Draft 2009 Comprehensive Water Plan and comments provided by letter dated September 4, 2009. Responses to your comments or concerns are provided below in the order presented in your letter.

Section ES.3, Table ES.1, Pipe Velocity
Comment noted. No change will be made.

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Section 5.4.2.4, Wells 2 & 6

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Section 5.4.2.9, Well 5B, page 5-26

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Section 5.5.2.5, Intertie/Lea Hill Booster Pump Station

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Section 6.5.2, Emergency Interties

Comment noted. No change will be made.

Thank you again for your review and comments. I can be reached at 253-804-5061 if you wish to discuss these responses further.

Sincerely,

A handwritten signature in black ink, appearing to read "Cynthia Lamothe". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Cynthia Lamothe, P. E.
Water Utility Engineer
Department of Public Works

CL/hm



King County

Department of Natural Resources and Parks

201 S Jackson Street, Suite 700
Seattle, WA 98104-3855
206-296-6500

November 4, 2009

Cynthia Lamothe
City of Auburn
Department of Public Works
25 West Main Street
Auburn, WA 98001-4998

Dear Ms. Lamothe:

Thank you for your August 6, 2009 letter and the draft City of Auburn (City) Comprehensive Water Plan (Plan) dated August 2009. Pursuant to the provisions of chapters 43.20 and 70.116 RCW, King County Code (KCC) Title 12 and KCC chapters 13.24 and 13.28, the King County Utilities Technical Review Committee (UTRC) has completed an initial review of the draft Plan. Overall, the Plan is well prepared and thorough and lays the groundwork and outlines some challenges for the City to be able to operate successfully in the upcoming years.

Following in this letter are the specific comments of the UTRC. I assume that the City will adequately address all issues or concerns raised, and that the UTRC will recommend approval by the King County Council. To that end, I invite you to attend a future meeting of the UTRC where the City's draft Plan and responses to comments will be considered and a recommendation made to Council on the Plan.

In your letter, you enclosed a Washington State Department of Health (DOH) Local Government Consistency Review Checklist and requested that it be signed and returned. Pursuant to longstanding King County Code provisions, the determination of a water system plan's consistency with the King County Comprehensive Plan and other state and local requirements is made by the King County Council in the form of an ordinance approving the Plan. The plan approval by the Council is based, in part, on a review and recommendation for approval by the UTRC. The UTRC will recommend approval of your Plan if the Plan meets the requirements of KCC 13.24 and is consistent with the King County Comprehensive Plan, development regulations, and other plans.

The following are our comments on your Plan in chapter order:

Section 2.2, retail water service area. The second paragraph states the current boundaries of the retail water service area (RWSA) match those established in the Coordinated Water System Plan (CWSP) with one exception. The paragraph then goes on to list several interlocal agreements and therein is our confusion. If the RWSA is the same as within the CWSP except for a portion

of Pierce County (an area to the south of the City), why are interlocal agreements with Kent and King County Water District 111 listed? Given those jurisdictions are north of the City, they have nothing to do with Pierce County. Do the interlocal agreements identified with Lakehaven, City of Kent, or King County Water District 111 change the respective service areas identified in the CWSP? See also the second paragraph on page 2-7 and/or the last paragraph of section 2.4.3 that talks about modified service areas with King County Water District 111.

In Section 2.4.3, the last sentence of the second paragraph is confusing. The sentence states that, "The City serves outside its RWSA as a result of the division of WD 87 until such time as Kent system expands." Our understanding is that the retail service area defined or demarcated in a water system plan must include where the City currently serves water. Please clarify the retail service area for the City.

It would be helpful to identify those portions of unincorporated King County served by the City on one of the maps, perhaps Figure 2.1 or perhaps ES.2

Section 2.9 is an inventory of related studies. To your list, please add the 2006 King County Flood Hazard Management Plan. For that plan, we encourage the City, as you have probably now done because of the Howard Hanson situation, to talk about the relationship of the City water system to floodplain management programs such as the Regional Flood Warning Center and emergency response, public education and outreach programs. The salmon recovery plan, especially the chapter for the Green River basin, seems to be very applicable for the City as it considers new source development. For example, whether planned development of new sources of supply may be constrained by potential adverse effects on streamflows or habitat for listed species, and plans for mitigation or avoiding impacts.

Section 3.1 addresses policies and criteria for water service. The second paragraph, second sentence, states, "The City may develop criteria and standards for satellite systems that differ from those developed for the City's multi-source municipal water system." We encourage you to develop any criteria and standards for satellite systems that differ from those developed for the City's multi-source municipal water system and state them in this Plan. As you know, there are currently numerous smaller Group A and Group B public water systems within the City's service area. If those systems are not able to provide adequate, potable water, the CWSP policies call for Auburn to provide service. It seems prudent to put in place now the framework to create predictability for the small systems and enable the City to provide satellite or remote service.

Section 3.2.1 relates to the retail service area. This section is a bit confusing with the use of the terms firm and non-firm customer. It is our understanding that the City has a duty to serve all customers within the RWSA. Please clarify what a firm or non-firm customer is and how you can have customers within the RWSA and not have a duty to provide water.

Section 3.2.4 is entitled Potential Annexation Areas. Language in 3.2.4, first bullet, that says "(in the event of significant conflict between City and county requirements, the City may choose to not extend utility services)." What conflict between county and City requirements may compel the City to not extend utility service? I suggest that if conflicts exist we should resolve them now to the extent we can in to ensure the City will extend utility service in the RWSA.

Also potentially problematic is the first sentence of 3.2.5 that reads, "For areas outside the current City limits, but within the RWSA, the City shall condition service on agreement that development is in compliance with City standards." As you probably know, there are at least two unincorporated areas within the RWSA and not within the PAA (very northwest corner and in the center of the City, eastside, west of Covington Water District and east of the City limit) and it seems problematic to say that development will be in compliance with City standards for development in the County. Why and how would the City impose its development standards for areas in unincorporated King County?

Section 3.2.7 relates to connections for existing wells and lists a number of conditions that must be met for service from the City. The second to last bullet on page 3-5 says, "The owner of lands located within Auburn's water service area that apply to connect to the Auburn water system shall sign a service agreement prohibiting the installation of an irrigation well or wells on their lands for which service is provided." Please state how this requirement will be implemented for that part of the RWSA in unincorporated King County in light of RCW 90.44.050.

Section 3.2.8 relates to service extensions and the second paragraph talks about the City working cooperatively with King County to ensure that water system facilities constructed within the RWSA and unincorporated King County meet or exceed the County standard. We agree that water system facilities must be constructed to King County's standards and are happy to meet with the City on this point if needed. We are unaware of any water system facilities that do not meet County standards in place at the time development occurred.

Section 3.4.5 establishes the fire flow quantities that apply to areas within the City. Please document the fire flow quantities that apply within the RWSA and outside of the City. For King County we would look for those standards to be consistent with KCC 17.08.

Section 3.5 address coordination and cooperation with other agencies and we support the City in its efforts to coordinate and cooperate with other agencies. We are concerned with section 3.5.1 in that the City within this planning process should determine the applicable regulatory requirements for water service now, as compared to some coordination at some date in the future. For King County, an adequate water supply is defined in KCC 21A.28.040 and we look for the City to purvey water consistent with those standards for that portion of the RWSA in unincorporated King County.

Section 3.6.1 relates to water supply planning and that the City will project future populations with data from the Puget Sound Regional Council (PSRC). Using the PSRC population data for future forecasts seems very reasonable. We also encourage the City to ensure that the Growth Management Act population and employment targets accepted by the City be considered within your analysis of future needs. The objective is to ensure that the policy goals for population and employment for the City can be met by the water supply.

Section 3.8 relates to water use efficiency and we are pleased to see the City promoting programs and addressing water efficiency. We encourage the City to comply with existing state law and file a water use efficiency goal with DOH for 2009. Our understanding is the City had not filed its goal for this year. We believe that an aggressive conservation program is one that, at a minimum, meets existing statutory standards.

Section 3.8.7 relates to reclaimed water and we appreciate the statement that the City is committed to wastewater reuse. We also noted the language in section 6.7.4 and section 8.2.5 echoes the commitment to the evaluation and use of reclaimed water. As you know, King County is exploring the development of a reclaimed water comprehensive plan. I appreciate the work you have done with Mark Buscher and Kristina Westbrook related to that planning effort; we encourage the City to integrate your evaluation of reclaimed water with the County's work to the extent practical. The City's commitment to reclaimed water can be further supported by completion of the reclaimed water checklist and inclusion of it in the Plan. It appears that the checklist is incomplete (the first page is missing) in appendix M.

Section 3.10.10 covers water rate structures and states that water rates should be set by customer class based on the costs to serve each customer class. We understand the City imposes a 50 percent surcharge on services outside the City, but within the RWSA. However, we could find no justification or explanation of what additional costs relate solely to service outside the city to justify the 50 percent surcharge. Please provide a rationale beyond the policy statement in the Plan to justify those costs of service for those areas outside the City in unincorporated King County. We believe such a description in the Plan will be helpful should the County have to address an appeal of timely and reasonable service under the CWSP.

Section 4.6.1 relates to existing land use and figure 4.6 describes the zoning within the City. On figure 4.6, the zoning for unincorporated King County within the RWSA is not described. Please affirm that even though figure 4.6 does not describe the zoning for that portion of the RWSA within King County that King County land use zoning was used as part of your analysis. We suggest that figure 4.6 would be more complete if it reflected the County's zoning. County land use zoning for those areas can be found on the King County website.

Section 4.7 talks about projected growth rates. Within this section it would seem appropriate to discuss the final population and employment demand projections used for the water forecast and, the GMA adopted population and employment targets for the same six and twenty year periods. Please describe how the GMA adopted population and employment targets were considered in your analysis.

Figure 4.7 introduces a new term, the "water service area". As you know, there are generally three areas associated with the City and water supply, the corporate boundary of the city, the RWSA, and the future service area under the CWSP. We encourage you to use one of those three terms. However, if another term is used to describe the water service area it would be helpful to define it. Please describe if the "water service area" on figure 4.7 is the same as your RWSA, perhaps the future service area under the CWSP, or some other area.

Section 6.8 and appendix K pertains to ground water management and the City's wellhead protection plan. The description of the wellhead protection plan, especially section 6.8.1 leads us to believe there has been no change in the delineation of the time of travel zones from the 2001 water system plan. The City's wellhead protection plan from the 2001 water system plan was incorporated into our critical areas ordinances and reflected in critical aquifer recharge areas as described in the 2008 King County Comprehensive Plan. If the wellhead protection zones have not changed, the current critical areas ordinances affords the maximum protection for that portion of the wellhead protection areas in unincorporated King County and we can meet our mutual interest of protecting ground water quality for domestic supply.

We look forward to seeing the final Plan and working with you to secure King County Council approval of the final Plan. The Council's final action on the Plan will constitute the approval necessary to satisfy the statutory requirement that the Plan is consistent with King County's Comprehensive Plan, development regulations, and land use plans. For the UTRC to recommend Council approval of the Plan, please ensure that the final Plan:

- Clarifies the retail water service area;
- Describes the relationship and consistency of actions of the water utility activities to the King County Flood Hazard Management Plan and regional salmon recovery plan;
- Clarifies the service area policies for satellite system management;
- Clarifies that for areas outside the current City limits, but within the RWSA the conditions of service are consistent with King County Code 21A.28.040;
- Affirms that fire flow quantities that apply within the RWSA and outside of the City are consistent with KCC 17.08;
- Contains a description of costs of water service for those areas outside the City in unincorporated King County that justify the rate surcharge as reasonable;
- Contains a complete reclaimed water checklist;
- Affirms that King County land use zoning was used as part of your analysis for future water demand for that portion of the RWSA within King County; and
- Describes how the GMA adopted population and employment targets were considered in your analysis.

If you have any questions concerning our review, please feel free to contact me at 206-205-0817.

Sincerely,



Stephen Hirschey
Chair, King County Utilities Technical Review Committee

cc: Richard Rodriguez, Washington State Department of Health

November 25, 2009

Stephen Hirschey
Chair, King County Utilities Technical Review Committee
King County DNRP
201 S Jackson St, Suite 600
Seattle, WA 98104

RE: City of Auburn Comprehensive Water Plan - Draft

Dear Mr. Hirschey:

Thank you for your review of the City of Auburn's (City) Draft 2009 Comprehensive Water Plan and comments provided by letter dated November 4, 2009. Responses to your comments or concerns are provided below in the order presented in your letter.

Section 2.2, Retail Water Service Area (RWSA)

Change will be made in the final Plan. Text will be revised and expanded to clarify the City of Auburn RWSA boundaries with King and Pierce Counties.

Section 2.4.3, RWSA.

Comment noted. No change will be made. The City of Auburn has not expanded their service area. The City is assisting Kent on an interim basis with providing water to this area.

Unincorporated King County

Comment noted. No change will be made unless required by Department of Health.

Section 2.9, Inventory of Related Studies

Comment noted. No change will be made. Emergency operations for the water system, whether in response to flood conditions or other hazard, are discussed in Chapter 12 - Operations and Maintenance and have been developed as part of the Public Works Emergency Response Manual. The City recognizes that any new source development would need to consider potential adverse impacts to stream flows.

Section 3.1, Policies and Criteria for Water Service

Change will be made in the final Plan. In the second paragraph, the first sentence will be revised to read "The policies included in this plan are developed specifically for the City's multi-source municipal water system (System Number 03350V)." and the second sentence will be deleted.

Section 3.2.1, Retail Service Area

Change will be made in the final Plan. Section 3.2.1 will be retitled "Retail Water Service Area". Reference to the Pierce County Coordinated Water System Plan will be added to the first sentence. The third sentence and remainder of this paragraph will be moved to section 3.6.1 Water Supply Planning, as the second paragraph, to read "The City will plan for and provide water service to all firm customers. Firm customers are those

customers within the RWSA and wholesale customers to whom the City is obligated to provide an uninterrupted supply of water. As supply permits, the City may provide water to non-firm customers unilaterally or as part of a capital improvement partnership agreement. Provision of water service should be consistent with the goals, objectives and policies of the City of Auburn Water Comprehensive Plan."

Section 3.2.4, Potential Annexation Areas

Comment noted. No change will be made. This statement is in accordance with the City Comprehensive Plan. The City will work to resolve any conflicts which may arise.

Section 3.2.5, Conditions of Service

Change will be made in the final Plan. First sentence will be revised to read "For areas outside the City limits, but within the RWSA, the City shall condition service on agreement that development is in compliance with City water system standards."

Section 3.2.7, Connections for Existing Wells

Comment noted. No change will be made. The owner of a parcel who desires water service from the City is not specifically prohibited from exercising the provisions of RCW 90.44.050 but rather is entering into a contractual agreement to not install an irrigation well as a condition of water service.

Section 3.2.8, Service Extension

Comment noted. No change will be made.

Section 3.4.5, Fire Flow Quantities

Change will be made in the final Plan. First bullet will be revised to read "residential area within the RWSA." and the second bullet will be revised to read "parks and open spaces within the RWSA.".

Section 3.5.1, Agency Coordination

Comment noted. No change will be made.

Section 3.6.1, Water Supply Planning

Change will be made in the final Plan. The third sentence will be revised to read "Future water demands will be estimated using existing water usage patterns and projected future populations developed by the City Planning Department and consistent with the Puget Sound Regional Council data.

Section 3.8, Water Use Efficiency

Comment noted. No change will be made.

Section 3.8.7, Reclaimed Water, Appendix M

Change will be made in the final Plan. First page of the checklist will be included in Appendix M.

Section 3.10.10, Water Rate Structures

Comment noted. No change will be made. The City is presently conducting a rate study to determine the appropriate level of adjustment to rates over the 2009-2014 planning period, with results expected by the end of the first quarter 2010.

Section 4.6.1, Figure 4.6, Existing Land Use

Change will be made in the final Plan. County zoning will be added to the figure.

Section 4.7, Growth Rate

Comment noted. No change will be made. Final population and employment projections are presented in Table 4.8 and details of the analysis are included in Appendix F.

Figure 4.7, Water Service Area

Change will be made in the final Plan. The City has areas of the system that contain multiple pressure zones, commonly referred to by Operations staff as water service areas. The City has four such water service areas: the Valley, Academy, Lea Hill and Lakeland Hills service areas. Text will be added in Section 2.2 and Figure 2.1 will be modified to clarify this.

Section 6.8, Wellhead Protection Plan

Change will be made in the final Plan. There have been changes in the delineation since the 2001 Plan. Text and figures presenting the new delineations will be added.

Thank you again for your review and comments. I can be reached at 253-804-5061 if you wish to discuss these responses further.

Sincerely,

A handwritten signature in black ink, appearing to read "Cynthia Lamothe", written in a cursive style.

Cynthia Lamothe, P. E.
Water Utility Engineer
Department of Public Works

CL/hm

APPROVALS

To Be Inserted at a Later Date

DISPOSITION OF 2001 CAPITAL IMPROVEMENT PROGRAM

Repair and Replacement Projects

	Descriptions	Quarter Sect #	Status	Legend
Budgeted O&M				
OM-105	Spring Supply Source Classification		Complete	No progress on project
				Project partially completed
Incremental O&M				Project completed
OM-113	PRV Setting Adjustment Program		Complete	
OM-106	Distribution System Modeling		Complete, ongoing	
OM-107	Distribution System Reservoir Water Quality Analysis		Partial	Some sampling occurred, no problems detected at Lea Hill 1.0 or Academy 1.0
OM-112	Well 1 Investigation	910	No progress	
OM-108	Corrosion Control Monitoring Program		Completed, ongoing	
Storage Reservoirs				
SR-102	Lea Hill 1.5 mg Reservoir Painting	514	Completed	Exterior & Interior
SR-103	Academy 1.0 mg Reservoir Painting	1215	Completed	Exterior & Interior
SR-104	Academy 1.5 mg Reservoir Painting	1215	Completed	Exterior & Interior
SR-105	Lakeland Hills Reservoir Painting	1410	No progress	
SR-101	Lea Hill 1.0 mg Reservoir Painting	514	Completed	Exterior & Interior
Water Distribution System				
DS-670-108,209	Auburn Way North Asbestos Pipe Abandonment	108, 209	None	
PR-108-311	Hydrant 1155 Relocation	311	No Projects Done	
PR-107-312	SE 295th Street Asbestos Pipe Replacement	312	No Projects Done	
PR-109-412	SE 296th Place Asbestos Pipe Replacement	412	None	
PR-111-412	SE 298th Place Asbestos Pipe Replacement	412	None	
PR-121-412	108th Avenue SE Asbestos Pipe Replacement	412	None	
PR-122-412	108th Avenue SE Asbestos Pipe Replacement	412	None	
PR-123-412	108th Avenue SE Asbestos Pipe Replacement	412	None	
PR-124-412	109th Avenue SE Asbestos Pipe Replacement	412	None	

Repair and Replacement Projects

	Descriptions	Quarter Sect #	Status	
DS-617-713	SE 323rd Place Pipeline Replacement	713	None	
DS-618-713	118th Ave SE Pipeline Replacement	713	None	
DS-671-309	35th Street NE Pipeline Replacement	309	No Projects Done	
DS-619-711	104th Avenue SE Pipeline Replacement	711	No Projects Done	
PR-102-808	Main Street Pipeline Replacement	808	None	
PR-201	Annual Pipeline Replacement		ongoing	
Water Supply				
S-109	Coal Creek Springs Overflow Improvements		No progress	
S-111	Well 1 Redrill	910	None	

Improvement Projects

	Descriptions	Quarter Sect #	Status	
Budgeted O&M				
OM-109	Water Quality Data-Base		No progress	Use of Excel spreadsheets has found to be sufficient
OM-101	Conservation Control Performance Study		ongoing	
OM-102	Conservation System Measures		ongoing	
OM-114	Groundwater Flow Model Maintenance		in progress	Being completed as part of the pursuit for additional water rights
OM-111	Future Regulatory Compliance Evaluations		ongoing	
Incremental O&M				
OM-110	Corrosion Control Performance Study		No progress	CCF are meeting requirements
OM-103	Conservation Technical Assistance		ongoing	Don't think water audits are being performed
OM-104	Conservation Incentive Measures		ongoing	We use the money for conservation, not necessarily providing incentives
Booster Pump Stations				
BP-107	New Lea Hill Pump Station		None	

Repair and Replacement Projects

	Descriptions	Quarter Sect #	Status	
BP-104	Academy Booster Pump Stations Upgrade		None	
Other Improvements				
OP-106	Operation & Maintenance Recordkeeping		in progress	implementation of Cartegraph
OP-108	Control System Reprogramming		in progress	SCADA upgrade project
OP-104	Water Conservation Program Update		no progress	
OP-102	Comprehensive Water Plan		in progress	
OP-109	Water Supply Stations		completed	dedicated hydrant metering stations
Pressure Zones				
PZ-103	Lakeland Hills Service Area Rezone		None	
PZ-101	Academy Service Area Rezone		Complete	
PZ-102	Lea Hill Service Area Rezone		Partial	some PRV work had been completed - effective?
Storage Reservoirs				
SR-107	Lakeland Hills Reservoir Altitude Valve Installation	1410	No progress	High-zone reservoir has not been constructed yet.
SR-108	Academy Reservoir Altitude Valve Installation	1215	No progress	High-zone reservoir has not been constructed yet.
Water Distribution System				
DS-621-710	Fulmer Field / 8th Street NE Pipeline Connection Replacement	710	No Projects Done	
DS-137-108	B Street NW Parallel Pipeline Construction	108	None	
DS-641-1011	Howard Road Pipeline Replacement	1011	None	
DS-643-1010	M Street SE Pipeline Replacement	1010	None	
DS-644-1109,1110	25th Street SE Parallel Pipeline Construction	1109, 1110	No Projects Done	
DS-664-1010	R Street SE Pipeline Replacement	1010	None	
DS-665-1009,1010	22nd Street SE Pipeline Replacement	1009, 1010	None	
DS-675-1011	Auburn Way South Wynn Fire Flow PRV	1011	None	

Repair and Replacement Projects

	Descriptions	Quarter Sect #	Status	
PR-105-412,312	112th Avenue SE Asbestos Pipe Replacement	412, 312	None	
PR-106-312	SE 290th Street Asbestos Pipe Replacement	312	No Projects Done	
PR-116-312	SE 294th Street Asbestos Pipe Replacement	312	No Projects Done	
PR-117-312	110th Avenue SE Asbestos Pipe Replacement	312	No Projects Done	
PR-118-312	111th Avenue SE Asbestos Pipe Replacement	312	No Projects Done	
PR-119-312	111th Place SE Asbestos Pipe Replacement	312	No Projects Done	
PR-120-312	SE 291st Street Asbestos Pipe Replacement	312	No Projects Done	
DS-616-612	110th Place SE Pipeline Replacement	612	No Projects Done	
DS-631-709	E Street NE Pipeline Replacement	709	None	
DS-633-709	2nd Street NE Pipeline Replacement	709	None	
DS-637-909	13th Street SE Pipeline Replacement	909	No Projects Done	
DS-634-809	7th Street SE Pipeline Replacement	809	None	
DS-647-1111	28th Street SE Pipeline Replacement	1111	No Projects Done	
DS-648-1111	T Street SE Pipeline Replacement	1111	No Projects Done	
DS-663-909	H Street SE (Extension) Pipeline Construction	909	No Projects Done	
DS-666-1013	Chinook Elementary School Site Pipeline Construction	1013	Complete	Auburn Way S Phase 2
DS-673-1210	Gildo Rey Elementary School Pipeline Construction	1210	No Projects Done	
DS-674-1210	Gildo Rey Elementary School Pipeline Construction	1210	No Projects Done	
PR-110-412	SE 298th Place Asbestos Pipe Replacement	412	None	
PR-112-412	111th Avenue SE Asbestos Pipe Replacement	412	None	

Repair and Replacement Projects

	Descriptions	Quarter Sect #	Status	
PR-113-412	111th Avenue SE Asbestos Pipe Replacement	412	None	
PR-114-412	SE 297th Place Asbestos Pipe Replacement	412	None	
PR-115-412	110th Avenue SE Asbestos Pipe Replacement	412	None	
PR-125-412	SE 299th Street Asbestos Pipe Replacement	412	None	
PR-126-412	SE 299th Street Asbestos Pipe Replacement	412	None	
DS-106-611,613	Lea Hill Road / 312th Street SE Supply Pipeline	611, 613		
DS-661-612	109th Street Avenue SE Pipeline Replacement	612	No Projects Done	
DS-622-710	6th Street NE Pipeline Replacement	710	No Projects Done	
DS-624-710	N Street NE Pipeline Replacement	710	No Projects Done	
DS-625-710	4th Street NE Pipeline Replacement	710	No Projects Done	
DS-627-710	Pike Street NE Pipeline Replacement	710	No Projects Done	
DS-629-810	R Street SE Pipeline Replacement	810	None	
PR-128-808	3rd Street SW Pipeline Replacement	808	None	
DS-677-1113	Palisades Mobile Home Park Pipeline Replacement	1113	No Projects Done	
DS-516-612	108th Avenue SE Pipeline Replacement	612	No Projects Done	
PR-104-209	85th Avenue South Asbestos Pipe Replacement	209	None	
DS-635-910	12th Street SE Pipeline Replacement	910	None	
DS-202	Annual Pipeline Improvement Program			
DS-303	Annual Hydrant Installation Program			
Water Quality & Treatment				
WQ-118	Intertie Pump Station Chlorination		Complete	
WQ-110	Corrosion Control Treatment Facilities		Complete	

Repair and Replacement Projects

	Descriptions	Quarter Sect #	Status	
WQ-107	Water Resources (Wellhead) Protection Program		partial	Map completed
Water Supply				
S-112	Well 4 Emergency Power	1110	None	
S-102	West Hill Springs Property Fence	505	Partial	
S-113	Well 5 Emergency Power	1410	None	
S-107	Coal Creek Springs Property Fence	1214, 1314	Complete	
Wholesale Water & Interties				
WS-115	Bonney Lake Emergency Intertie	1510	Complete	C095
WS-117	Kent Emergency Intertie		Complete	
WS-118	Muckleshoot Indian Tribe Intertie		No progress	The systems are connected but there is not a meter vault, isolated by a normally closed valve.
WS-116	Algona Emergency Intertie		Complete	
WS-119	Second Supply Pipeline Emergency Intertie		Complete	
WS-120	Vistara Intertie		Complete	

Expansion Projects

	Descriptions	Quarter Sect #	Status	
Booster Pump Stations				
BP-111	Lakeland Hills West Supply Pump Station		None	
BP-113	Lakeland Hills High Zone Booster Pump Station		None	
BP-114	Academy High Zone Booster Pump Station			
BP-112	Lakeland Hills North Supply Pump Station		None	
Storage Reservoirs				
SR-201-1509	Lakeland Hills High Zone Reservoir Construction		None	
SR-106-1216	Academy High Zone Reservoir Construction		None	

Repair and Replacement Projects

	Descriptions	Quarter Sect #	Status	
Water Distribution System				
DS-138-107	S 277th Street Pipeline Construction	107	None	
DS-208-1408,1508	East Valley Highway Pipeline Construction	1408, 1508	No Projects Done	
DS-120-1210	37th Street Pipeline Construction	1210	No Projects Done	
DS-143-608	10th Street NE Pipeline Construction	608	No Projects Done	
DS-642-1010,1110	R Street SE Parallel Pipeline Construction	1010, 1110	None	
DS-136-1216	148th Avenue SE Pipeline Construction	1216	No Projects Done	
DS-620-611	SE 315th Street (Extension) Pipeline Construction	611	No Projects Done	
DS-632-709	Auburn Way North Pipeline Construction	709	None	
DS-659-1215	Academy Drive Pipeline Construction	1215	None	
DS-660-1216	Auburn Way South Pipeline Construction	1216	No Projects Done	
DS-506-107	S 277th Street Pipeline Construction	107	Complete	
DS-640-906	15th Street SW Pipeline Construction	906	No Projects Done	
DS-645-1109	D Street SE Pipeline Construction	1109	No Projects Done	
DS-630-810	6th Street SE (Extension) Pipeline Construction	810	None	
DS-623-710	6th Street NE Pipeline Construction	710	No Projects Done	
DS-628-811	W Street SE (Extension) Pipeline Extension	811	No Projects Done	
DS-611-514	SE 310th Street (Extension) Pipeline Construction	514	None	
DS-116-809	Cross Street Pipeline Construction	809	None	
DS-126-410	K Street NE Pipeline Construction	410	No Projects Done	
DS-211-1411,1412	East Lakeland Hills Transmission Line	1411, 1412	None	
DS-213-1211,1411	Kersey Way Pipeline Construction	1211, 1411	None	
DS-672-1010	17th Street Pipeline Construction	1010	Complete	00D1585 CK Auto Sales

Repair and Replacement Projects

	Descriptions	Quarter Sect #	Status	
DS-682-1216	Academy Service Area Boundary Pipeline Construction	1216	No Projects Done	
DS-683-310,410	Green River Road/Golf Course Pipeline Construction	310, 410	Complete	
Water Quality & Treatment				
WQ-117	Coal Creek Headwaters Chlorination Station Rehab I			
WQ-117	Coal Creek Headwaters Chlorination Station Rehab II		None	
Water Supply				
S-120	Coal Creek Springs South Collector Expansion		None	
S-108	Coal Creek Springs Booster Pump		None	
S-114	Well 5B Construction		Complete	C112
S-118	Groundwater Future Investigation			
Wholesale Water & Interties				
WS-109	Lakehaven Booster Pump Station		None	
WS-108	15th Street NW Pipeline Construction			

Developer Projects				
	Descriptions	Quarter Sect #	Status	
Pressure Zones				
PZ-104	New Lakeland Hills Pressure Reducing Stations		Partial	Constructed to serve the Terrace View apartments (line coming down from hill)
DS-686-1410	Kennedy Avenue SE & Nathan Ave. SE Pipeline Construction	1410	None	
Water Distribution System				
DS-604-108,109	South 280th Street Asbestos Pipe Replacement	108, 109	None	
DS-605-109	49th Street NE Asbestos Pipe Replacement	109	Partial	00D1565 From Auburn Way N to halfway to D St NE

Repair and Replacement Projects

	Descriptions	Quarter Sect #	Status	
DS-606-209,109	D Street NE Asbestos Pipe Replacement	109, 209	None	
DS-639-909	15th Street SE Pipeline Replacement	909	No Projects Done	
DS-676-411	SE 300th Street Extension Pipeline	411	Complete	05D1830 Highlands @ Cobble Creek
DS-129-706	West Valley Highway Parallel Pipeline Construction	706	No Projects Done	
DS-130-706,606	West Valley Highway Parallel Pipeline Construction	606, 706	None	
DS-133-1115,1215	Academy Drive Parallel Pipeline Construction	1115, 1215	None	
DS-662-109	49th Street NE Pipeline Construction	109	None	
DS-678-208	B Street NW Pipeline Replacement	208	None	
DS-108-412	108th Avenue SE Pipeline Replacement	412	No Projects Done	
DS-109-612	110th Avenue SE Pipeline Construction	612	No Projects Done	
DS-110-612	110th Avenue SE Pipeline Construction	612	No Projects Done	
DS-121-1210,1310	Ovaretz Road Pipeline Construction	1210, 1310	None	
DS-124-409	I Street NE Pipeline Construction	409	Complete	Riverpointe Development
DS-125-410	K Street NE Pipeline Construction	410	No Projects Done	
DS-127-410	33rd Street NE Pipeline Construction	410	No Projects Done	
DS-128-410	L Street NE Pipeline Construction	410	No Projects Done	
DS-131-507,407	SR 167 Pipeline Construction	407, 507	None	
DS-134-1116	32nd Street SE Pipeline Construction	1116	No Projects Done	
DS-135-1116,1216	Orchard Street SE Pipeline Construction	1116, 1216	No Projects Done	
DS-142-512	112th Avenue SE (Extension) Pipeline Construction	512	None	
DS-144-513	310th Street SE Pipeline Construction	513	Partial	00D1587, 00D1612, 00D1622, & 01D1635 Some not connected and constructed as 8" not 12"
DS-209-1509	West Lakeland Hills Transmission Line	1509	Complete	07D1895 Terrace View Apartment and other smaller line

Repair and Replacement Projects

	Descriptions	Quarter Sect #	Status	
DS-501-207	West Valley Highway Pipeline Construction	207	No Projects Done	
DS-502-207,107	West Valley Highway Pipeline Construction	107, 207	Partial	00D1614 from S 277th St. through 1st parcel south
DS-503-106,206	60th Avenue S Pipeline Construction	106, 206	No Projects Done	
DS-504-107	S 287th Street Pipeline Construction	107	None	
DS-505-106	S 277th Street Pipeline Construction	106	No Projects Done	
DS-507-107,207	SR 167 Pipeline Construction	107, 207	None	
DS-508-207	S 285th Street Pipeline Construction	207	No Projects Done	
DS-510-309,109	I Street NE Pipeline Construction	309, 109	None	
DS-512-312	288th Street SE Pipeline Construction	312	No Projects Done	
DS-513-312	288th Street SE Pipeline Construction	312	No Projects Done	
DS-514-313	288th Street SE Pipeline Construction	313	No Projects Done	
DS-515-313	288th Street SE Pipeline Construction	313	No Projects Done	
DS-517-312	112th Avenue SE Pipeline Construction	312	No Projects Done	
DS-519-313	118th Avenue SE Pipeline Construction	313	No Projects Done	
DS-522-415	301st Street SE Pipeline Construction	415	No Projects Done	
DS-600-310,110	Green River Road Pipeline Construction	310, 110	No Projects Done	
DS-601-109,110	South 277th Pipeline Construction	109, 110	None	
DS-602-109	I Street Extension Pipeline Construction	109	None	
DS-603-108,109	52nd Street NE Pipeline Construction	108, 109	None	
DS-607-312,313	SE 295th Street (Extension) Pipeline Construction	312, 313	No Projects Done	
DS-608-414	130th Avenue SE (Extension) Pipeline Construction	414	Partial	
DS-609-414	SE 300th Street (Extension) Pipeline Construction	414	None	

Repair and Replacement Projects

	Descriptions	Quarter Sect #	Status	
DS-610-514	130th Avenue SE (Extension) Pipeline Construction	514	None	
DS-612-512	112th Avenue SE Pipeline Construction	512	None	
DS-613-512	108th Avenue SE (Extension) Pipeline Construction	512	None	
DS-614-512	SE 308th Place (Extension) Pipeline Construction	512	None	
DS-614-612	SE 316th Place (Extension) Pipeline Construction	612	No Projects Done	
DS-636-910	R Street SE (Extension) Pipeline Construction	910	None	
DS-638-909	C Street Pipeline Construction	909	No Projects Done	
DS-646-1109	B Street SE Pipeline Construction	1109	No Projects Done	
DS-649-1509,1510	Elizabeth Avenue SE Pipeline Construction	1509, 1510	Complete	02D1658, 02D1661, 02D1667 and other small lines to complete
DS-650-1510	Lakeland Hills (Loop & Way SE) Pipeline Construction	1510	Complete	06D1890 Elementary School No. 13
DS-651-1510	Lakeland Hills Loop SE Pipeline Construction	1510	Complete	02D1667 Lakeland South Loop Road and Elizabeth Ave SE and other
DS-652-1509,1510	Hazel Avenue SE Pipeline	1509, 1510	Complete	02D1661 Lakeland South View Ridge South
DS-653-1509,1510	Lakeland Hills Way SE & Elizabeth Ave SE Pipeline Constuction	1509, 1510	None	
DS-654-1510	Lakeland Hills Way SE & Hazel Loop SE Pipeline Construction	1510	Complete	02D1661 Lakeland South View Ridge South
DS-655-1509,1510	Hazel Loop SE & Hazel Ave Pipeline Construction	1509, 1510	Complete	02D1661 Lakeland South View Ridge South
DS-656-1509,1510	Hazel Ave SE Pipeline Construction	1509, 1510	Complete	02D1661 Lakeland South View Ridge South
DS-657-1509	High Zone Reservoir to Zone 4 Pipeline Construction	1509	Complete	02D1661 Lakeland South View Ridge South
DS-658-1510	Lakeland Hills Loop SE Transmission Line	1510	Complete	06D1885, 05D1870 Wedgewood Phase 1&2, C112 Well 5B Expansion
DS-667-1215	Auburn Way South to 33rd St SE Pipeline Construction	1215	None	
DS-668-208	D Street NW (Extension) Pipeline Construction	208	None	

Repair and Replacement Projects

	Descriptions	Quarter Sect #	Status	
DS-669-207	Frontage Road (Extension) Pipeline Construction	207	No Projects Done	
DS-684-1509,1510	Lakeland Hills High Zone Reservoir & Unnamed Cul-de-sac	1509, 1510	Complete	02D1661 Lakeland South View Ridge South
DS-685-1109	32nd Street SE Pipeline Construction	1109	No Projects Done	

INTERLOCAL AGREEMENTS

RECEIVED BY
FINANCE DEPT.

OCT 09 1989

RESOLUTION NO. 1 0 2 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING
THE MAYOR OF THE CITY OF AUBURN TO ENTER INTO A SERVICE AREA
BOUNDARY AGREEMENT BETWEEN THE CITY OF AUBURN AND WATER DISTRICT
NO. 124.

THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AT A REGULAR MEETING
DULY ASSEMBLED HERewith RESOLVES THAT:

THE Mayor of the City of Auburn is herewith authorized to enter into a
Service Area Boundary Agreement between the City of Auburn and Water District
No. 124. A copy of said agreement is attached hereto, denominated as Exhibit
"A" and made a part hereof as though set forth in full herein.

DATED and SIGNED this 15th day of October, 1979.

CITY OF AUBURN

Stanley P. Kersing
MAYOR

ATTEST:

Coralie A. McConnehey
City Clerk

RECEIVED THIS DAY
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BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

Resolution No. 1021
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SERVICE AREA BOUNDARY AGREEMENT

THIS AGREEMENT made and entered into this 20TH day of NOVEMBER, 1977 by and between City of Auburn, a municipal corporation located in King County, Washington, hereinafter referred to as "City", and WATER DISTRICT NO. 124, a municipal corporation located in King County, Washington, hereinafter referred to as "District 124":

W I T N E S S E T H :

1. That the purpose of this Agreement is:

- A) To define current service area boundaries, and
- B) To establish a method for altering those boundaries

in order to provide for:

- 1) Maximum efficient use of existing and future facilities.
- 2) Maximum flexibility between the service areas in order to allow the continued and future existence of interties between the parties herein.
- 3) Maximum public water system coordination.
- 4) Orderly and efficient public water system planning.

2. That the current service area boundary between the City and the District 124 is as is set forth on Exhibit "A" attached hereto and incorporated herein by reference.

3. That in the event either the City or District 124 desire to change the existing boundary such a change shall be by mutual agreement.

4. That provisions for looped systems and interties are to be encouraged so as to provide:

A) For the most efficient use of current and future facilities.

B) For maximum service to consumers at the lowest possible cost.

C) For mutual aid between the City and District 124 in the event of an emergency.

D) For maximum public water system coordination.

5. That both the City and District 124 recognize that they are "Purveyors" as defined in R.C.W. 70.116.030(4) and hereby acknowledge their duties under R.C.W. 70.116 and the regulations promulgated thereunder and adhere to the purposes described therein.

DATED this 20 TH day of NOVEMBER, 19 79.

CITY OF AUBURN
King County, Washington

Stanley P. Kirsy

WATER DISTRICT NO. 124
King County, Washington

Phil A. ...
President and Commissioner

Larry B. Sudduth
Commissioner

Leonard L. Fipp
Secretary and Commissioner

LEGAL DESCRIPTION OF
SERVICE AREA BOUNDARY LINE BETWEEN
CITY OF AUBURN AND KING COUNTY WATER DISTRICT #124

COMMENCING AT THE NORTHEAST CORNER OF LOT 5, BLOCK 39, JOVITA HEIGHTS, LOCATED IN THE SOUTHWEST QUARTER, SECTION 23, T. 21 N., R 4 E., W.M.;

THENCE NORTHWESTERLY TO A POINT ON THE NORTH LINE OF LOT 8, LOCATED 400' EAST OF THE NORTHWEST CORNER OF LOT 8, BLOCK 25, OF SAID JOVITA HEIGHTS, WHEREIN SAID LINE CROSSES THE EXISTING AUBURN CITY LIMITS LOCATED ON IOWA DRIVE;

THENCE NORTHERLY ALONG A LINE 400' EAST OF AND PARALLEL TO THE WEST LINE OF LOT 7 THROUGH LOT 1 OF BLOCK 25, JOVITA HEIGHTS, TO A POINT ON THE NORTH LINE OF SAID LOT 1;

THENCE EASTERLY 50'± ALONG THE NORTH LINE OF SAID LOT 1 TO THE SOUTHERLY EXTENSION OF THE EASTERLY RIGHT OF WAY LINE OF 58TH AVENUE SOUTH (PENNSYLVANIA AVENUE);

THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE SOUTH LINE OF SECTION 14, T. 21 N., R 4 E., W.M.;

THENCE EAST ALONG THE SOUTH LINE OF SECTION 14 TO THE SOUTH 1/4 CORNER OF SAID SECTION 14;

THENCE NORTH ALONG THE CENTERLINE OF SAID SECTION 14 TO THE INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF MOUNTAIN VIEW DRIVE (331ST STREET OR OLD CEMETARY HILL ROAD);

THENCE MEANDERING EASTERLY AND NORTHERLY ALONG THE CENTERLINE OF MOUNTAIN VIEW DRIVE TO THE INTERSECTION OF SAID STREET CENTERLINE WITH THE E-W CENTERLINE OF SECTION 14;

THENCE NORTHERLY ALONG THE SOUTHERLY EXTENSION OF HI-CREST DRIVE TO THE SOUTH LINE OF HI-CREST ADDITION NO. 2, LOCATED IN SECTION 14, T. 21 N., R. 4 E., W.M.;

THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWESTERLY CORNER OF SAID ADDITION (S.W. CORNER OF LOT 9);

THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID HI-CREST ADDITION #2 TO THE NORTHWESTERLY CORNER OF SAID PLAT, WHICH IS ALSO THE SOUTHWEST CORNER OF KNICKERBOCKER HEIGHTS ADDITION;

THENCE NORTH ALONG THE WEST BOUNDARY OF SAID KNICKERBOCKER HEIGHTS ADDITION AND ALSO THE WEST BOUNDARY OF ABBY'S FIRST ADDITION TO A POINT ON THE SOUTH LINE OF SECTION 11, T. 21 N., R. 4 E., W.M.;

THENCE NORTHERLY ALONG THE WEST LINE OF THE E 1/2, E 1/2, SECTIONS 11 AND 2, T 21 N R. 4 E., W.M., TO A POINT 329' NORTH OF THE SOUTH LINE OF SAID SECTION 2;

THENCE NORTHEASTERLY A DISTANCE OF 2,150' MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SECTION 2, WHICH POINT IS LOCATED 655' SOUTH OF THE EAST 1/4 CORNER OF SECTION 2, T. 21 N., R 4 E., W.M.;

THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 2 TO A POINT 836' NORTH OF THE EAST 1/4 CORNER OF SAID SECTION 2;

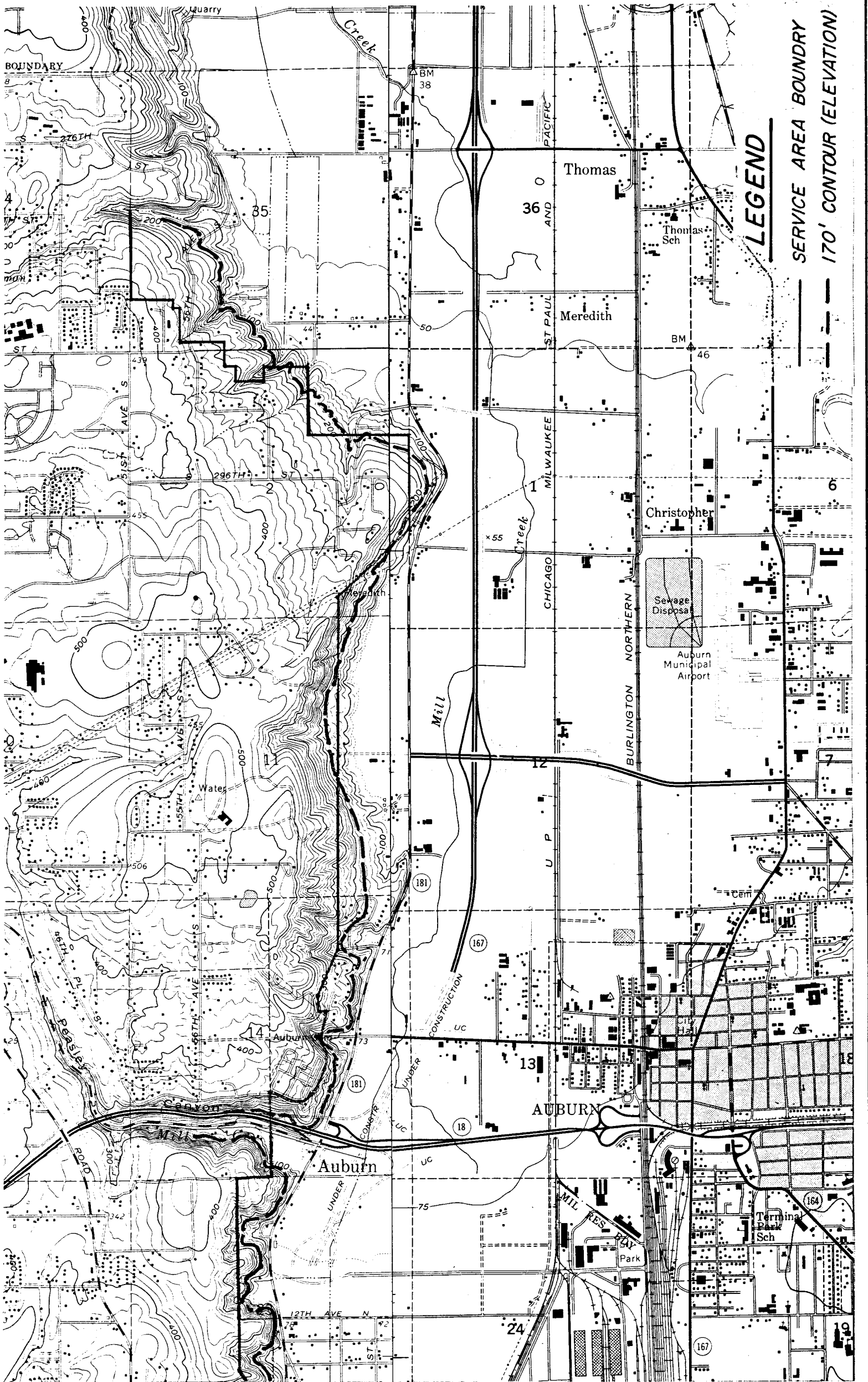
THENCE WEST TO THE WEST LINE OF THE E 1/2, E 1/2, SECTION 2, T. 21 N., R 4 E., W.M.;

THENCE NORTH ALONG SAID WEST LINE TO A POINT 351' SOUTH OF THE NORTH LINE OF SAID SECTION 2;

THENCE WESTERLY AND PARALLEL TO AND 351' SOUTH OF THE NORTH LINE OF SECTION 2, TO A POINT ON THE N-S CENTERLINE OF SAID SECTION 2;

THENCE SOUTHERLY 60' ALONG SAID N-S CENTERLINE;

THENCE WESTERLY AND NORTHERLY ALONG THE APRIL, 1979 BOUNDARY TO THE WEST 1/4 CORNER OF SECTION 35, T. 22 N., R 4 E., W.M., WHICH IS THE TERMINAL POINT OF THIS BOUNDARY DESCRIPTION:



LEGEND

BOUNDARY
SERVICE AREA BOUNDARY
170' CONTOUR (ELEVATION)

RESOLUTION NO. 1 3 4 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON,
AUTHORIZING THE MAYOR OF THE CITY OF AUBURN, TO EXECUTE AN AGREEMENT
BETWEEN THE CITY OF AUBURN AND KING COUNTY WATER DISTRICT NO. 87
CONCERNING THE TRANSFER OF KING COUNTY WATER DISTRICT NO. 87'S WATER
SYSTEM TO THE CITY OF AUBURN.

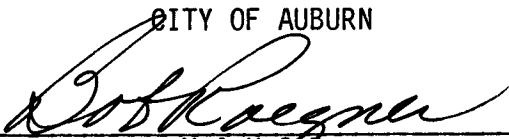
THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A REGULAR MEETING
DULY ASSEMBLED, HERewith RESOLVES THAT:

THE Mayor of the City of Auburn, Washington, is herewith authorized and
directed to execute an Agreement between the City of Auburn and King County
Water District No. 87 concerning the transfer of King County Water District
No. 87's water system. A copy of said Agreement is attached hereto, denomi-
nated as Exhibit "A" and made a part hereof as though set forth in full
herein.

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

DATED and SIGNED this 6th day of July, 1982.

CITY OF AUBURN


MAYOR

ATTEST:


City Clerk

Resolution No. 1341
7/6/82

AGREEMENT CONCERNING TRANSFER OF KING COUNTY
WATER DISTRICT NO. 87'S WATER SYSTEM TO THE
CITIES OF AUBURN AND KENT

April 1, 1982

IT IS AGREED by and between WATER DISTRICT 87, King County, a Washington Municipal Corporation ("WD 87"); and the Cities of AUBURN ("Auburn") and KENT, ("Kent") Washington, collectively, "the cities") as follows:

1. Authority

This agreement is entered into pursuant to RCW 35A.13.070, which authorizes one or more cities and water districts to contract regarding ownership of property, providing or water service, and operation of facilities.

2. Transfer of Water System

The ownership of WD 87's entire "water system" shall, as of the above date, be transferred and conveyed to Auburn and Kent, in the manner provided below.

The term "water system" shall include, but not be limited to, all WD 87 water mains and appurtenances; hydrants; easements; licenses; franchises; permits and facilities, rights and assets of any kind or nature whatsoever.

Said transfer is subject to the cities' performance of all of the terms and conditions of this agreement.

The cities hereby accept their respective portions of the water system on the terms of this agreement.

3. Division of System

The entire WD 87 water system lying southerly of the following described line will become the property of the Auburn and the remaining portion of the water system (lying northerly of the following described line) shall become the property of Kent:

Starting at a point of intersection on the westerly boundary line of WD #87 which is the easterly margin of the Chicago Milwaukee and St Paul Railroad right-of-way with the southerly right-of-way line of S. 277th street and projecting easterly therefrom along said southerly right-of-way line to an intersection point with the easterly margin of the Burlington Northern Railroad right-of-way thence northerly therefrom along said easterly line to an intersection point with the northerly right-of-way line of S. 277th street thence projecting easterly therefrom along said northerly right-of-way line to the easterly boundary line of WD #87 which is the westerly line of S.S. Highway #5 (aka) East Valley Highway.

WD 87's customer records will be divided between the cities, according to the above division of the water system and any temporary services.

The limited hand tools and miscellaneous personal property owned by WD 87 will be transferred to Auburn.

4. Connection to Auburn System

The cost of inter-connecting the WD 87 water system to Auburn's water system shall be paid for from monies presently in the WD 87 maintenance fund.

The City of Kent is presently connected to the WD 87 water system, and no further connections are presently needed.

5. Costs and Expenses/WD 87 Money

The following shall be paid from WD 87 money, in the following order of priority:

WD 87 routine debts and expenses.

WD 87's attorney's fees for drafting of this agreement, and related work.

Any attorney's fees and/or costs in obtaining boundary review board or other governmental approvals (per paragraph 10 hereof).

Cost of inter-connecting the WD 87 system to Auburn's water system (per paragraph 4 hereof).

To the extent that any WD 87 money remains after payment of the above, the same shall be divided evenly between the cities proportionate to the number of WD 87 customers to be served permanently by the cities.

To the extent that the WD 87 funds are inadequate to pay all of the above, then the City of Auburn shall bear any remaining cost of inter-connecting the water systems. If there is insufficient WD 87 money to pay all of the other above-listed items in full (other than WD debts), then any amount remaining due shall be borne by the cities according to the same permanent customer ratio as above.

6. Service Interruptions

The cities each agree that transfer of the water system will not result in any interruption of water service to any WD 87 customer other than that normally experienced in the day-to-day operation of the respective water systems.

7. Water Rates

The cities each agree that former WD 87 customers shall, following transfer and in the future, be charged for water service, and pay the same connection and other charges, as the cities charge in each case, its other customers in the same class of service. Service shall also be of the same quality as that received by other customers in the same class.

8. Temporary Service

Auburn and Kent recognize, and agree, that until their respective water systems are readily available within the present WD 87 service area, each will have to extend temporary water service to existing customers on the opposite side from them on the above described boundary line. During such temporary service, the customers shall pay the serving city's rates and charges, and the serving city will maintain the water mains, hydrants and meters serving those temporary customers.

The city temporarily serving such customers will turn over the customers to the other city on request. Both cities agree to cooperate in the transition of these customers from one city to the other and agree that water service to the customers will not be interrupted unnecessarily during the transition.

No property temporarily served by one of the cities shall be assessed, or otherwise required to pay, for new water mains or facilities in order to transfer their services over to the other city unless said property is specifically benefitted beyond the availability of the existing service.

No new water services including five hydrants and five service lines will be connected to a water main owned by one city but temporarily being utilized to serve the above said customers (property), without the written consent of the other city.

9. Preferential Employment

The employees of WD 87 shall be entitled to offers of comparable full-time employment from both Auburn and Kent, in accordance with RCW 35.13A.090.

10. Governmental Approvals

If, in the opinion of either city, it is necessary to so obtain approval of this agreement by the King County Boundary Review Board, King County Council, and/or any other governmental body, then that city shall so notify the other parties to this agreement prior to transfer of WD 87's remaining monies to the cities.

The cities shall determine, between themselves, which city (or WD 87) shall obtain such approval(s). Regardless of who obtains the approval(s), the cost thereof shall be paid from WD 87 funds to the extent available.

11. Financial Records

WD 87's financial and other records are available on request, for inspection and copying by either of the cities.

12. WD 87 Indebtedness

WD 87 shall, as above, pay all of its debts from its present funds. WD 87 warrants that on the effective date of this agreement it will have no debts. Further WD 87 has no bonds, warrants or similar obligations outstanding, and will not issue any in the future. WD 87 also warrants that it does not have any ULID or other assessments receivable, and will not form any improvement districts in the future.

WD 87 warrants that, to the best of its knowledge and the knowledge of its Water Commissioners, there are no pending, asserted or threatened claims, suits or liens against it or any of its water system, monies or other assets. IF WD 87 or any its commissioners should receive notice or knowledge of any such claim, suit or lien prior to the effective date of this agreement, WD 87 will immediately notify other cities. The Water Commissioners of WD 87 shall not be personally liable for the foregoing warranties; and shall not be personally liable for performance of any of the terms of this agreement unless they shall, by Board of Water Commissioners's action, vote or otherwise cause te breach of this agreement.

13. WD 87 Continuing Authority.

Following the effective date of this agreement, WD 87 shall remain a municipal corporation, and its commissioners shall remain in office for at least their present terms of office, unless WD 87 is sooner dissolved as set forth below. During the continued existence of WD 87, its commissioner shall not exercise any rights, privileges, powers or functions provided by law to WD 87, except at the request of one or both of the cities. If such request is made by only one of the parties, then such actions shall be taken only with respect to that city's portion of the WD 87 water system. The WD 87 Commissioners shall not be obliged to undertake any action unless it is necessary to implement, clarify or carry out this agreement and, in such case, the other city(ies) requesting the action shall thereby agree to save the WD 87 Commissioners harmless from any liability in respect to the same.

14. Dissolution of WD 87.

Any one or more of the parties to this agreement, or anyone else having standing to do so, may petition and/or take such steps having standing to do so, may petition and/or take such steps as are necessary to dissolve WD 87 under any available statutory authority and procedure. In the event that WD 87 has not been dissolved within five (5) years of the effective date of this agreement, then the cities agree that they will immediately thereafter petition for the dissolution of WD 87 pursuant of RCW 57.90 governing the disincorporation of special districts that have not actively carried out any of the district's purposes or functions for a period of

five years, or any similar or other statutes then in effect. The cost of such disincorporation shall be borne by the cities in the same proportion as other expenses are provided for in this agreement.

15. Approval by Parties

This agreement shall be submitted to the governing bodies of each of the parties and approved by City Ordinance and Water District Resolution. Certified copies of said ordinances and resolution shall be furnished each of the parties to this agreement. Adoption of said ordinances and resolution shall serve in lieu of signature to this agreement. Notwithstanding the effective date set forth as the beginning of this agreement, this agreement shall be effective 45 days after it is approved by all three (3) parties.

DATED as of the date set forth hereinabove.

CITY OF AUBURN

CITY OF KENT

WATER DISTRICT NO. 87, KING COUNTY

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RESOLUTION NO. 2 1 1 4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SATELLITE WATER SYSTEM SERVICE CONTRACT FOR BRAUNWOOD ESTATES (PREVIOUSLY SALTMARK ESTATES)

THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HERewith RESOLVES THAT:

Section 1. AUTHORIZATION. The Mayor and City Clerk of the City of Auburn are herewith authorized to execute a Satellite Water System Service Contract for Braunwood Estates (previously Saltmark Estates). A copy of said Contract is attached hereto and denominated Exhibit "A".

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

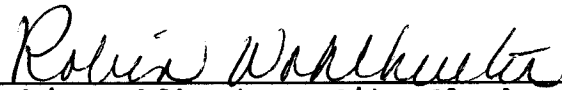
DATED and SIGNED this 6th day of August, 1990.

CITY OF AUBURN

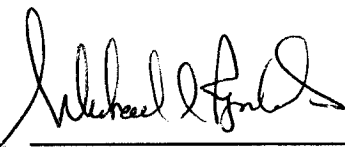

MAYOR

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ATTEST:


Robin Wohlhueter, City Clerk

APPROVED AS TO FORM:


Michael J. Reynolds,
Acting City Attorney

CITY OF AUBURN

WATER DEPARTMENT

SATELLITE WATER SYSTEM SERVICE CONTRACT

FOR BRAUNWOOD ESTATES (PREVIOUSLY SALTMARK ESTATES)

IT IS AGREED by and between the CITY OF AUBURN ("the City") and the undersigned ("the Owners") as follows:

1. **Parties.** The City is a municipal corporation organized under and existing by virtue of Chapter 57 of the Revised Code of Washington. The Owners are, collectively, the owners of property provided water service by a water source and distribution system which is independent of and unconnected to another public or private water system (the "satellite system").
2. **Legal Description.** The property presently served, and to be served in the future, by the satellite system is located in King County, Washington and is legally described as follows:

THE SW 1/4 OF THE NE 1/4 OF SECTION 33, TWP
21 N., R. 5 E., W.M. AND THE W 1/2 OF THE SE
1/4 OF THE NE 1/4 OF SECTION 33, TWP 21 N.,
R. 5 E., W.M.

The above property is inside the City's service area under the South King County Coordinated Water Supply Plan.

3. **City Services.** The City will provide services to the satellite system, as identified below:
 - * Operation and management of the satellite system from the tail piece on the house side of the meters to the well source.
 - * Routine inspection, maintenance and repair of the satellite system in accordance with reasonable and accepted standards and practices for public water systems.
 - * Emergency repairs, within a reasonable time after the owners have notified the City.
 - * Preparation and filing of reports and other data (including water sample testing) as required.
4. **City Charges.** The property owners within the plat of Braunwood Estates agree to pay the following to the City:
 - A. **Services charges.** The City will charge for the above-identified services at a rate equivalent to that

applied in the Auburn City Code, Title 13, Chapter 13.04.

- B. Connection Charge. All persons connecting to the City's water system are obliged to pay a standard service installation charge as identified in the Auburn City Code, Title 13, Chapter 13.04.
- C. Reserve Account. All parcels within said plat, upon connection to the City's water system, shall pay to the City one thousand dollars (\$1,000) per parcel as a reserve account.

The reserve account can be utilized for water system repair, replacement or maintenance at the City's discretion, upon completion of the one (1) year maintenance period, as set out in the Developers Extension Agreement.

The property owners are not entitled to return of the reserve account money or interest on the reserve account, and the money in the account may be co-mingled with other Water Department funds.

- 5. **Terms and Conditions.** This Agreement includes all of the terms and conditions in the Auburn City Code as applicable and as amended in the future.

Without limiting the foregoing, it is agreed as follows:

- A. The City owns the satellite water system and will provide service as set forth above, performed in accordance with accepted public utility practices.
- B. The property owners hereby agree to limit the total number of connections irrigating their property at any one time to seven (7). The restrictive irrigation requirements shall be conducted by address on an odd and even number basis. The even numbered addresses shall be permitted to irrigate on even numbered calendar days, while the odd numbered addresses shall be permitted to irrigate on the odd numbered calendar days. The design of private irrigation systems shall be limited to a maximum of ten (10) gallons per minute total consumption for each lot.
- C. The property owners hereby agree in the event that the satellite system water source is interrupted, due to unpredictable conditions, such as severe volume reductions, contaminated water or any other unforeseen condition, the City at its discretion may utilize the alternate well site as described on the development plan or any other reasonable measure to ensure a source of water.

SATELLITE WATER SYSTEM SERVICE CONTRACT

Page 4

10. **Integration.** This Agreement constitutes the entire agreement between the parties. There are no other verbal or written agreements or representations which modify or affect this Agreement.
11. **Covenant Running with the Property.** It is agreed that this Contract is a covenant running with the property described in Paragraph 2 above and any other properties receiving water in the future from the satellite system, and shall be binding on the owners of all such property, their heirs and successors and it shall be recorded as an encumbrance against each of the thirteen (13) land parcels.

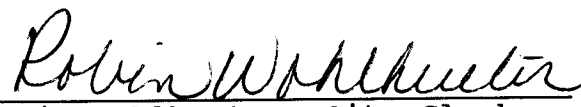
Terra Belle, Inc.


Authorized signature

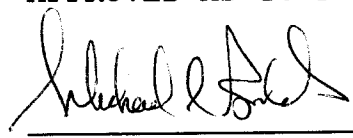
CITY OF AUBURN


MAYOR

ATTEST:


Robin Wohlhueter, City Clerk

APPROVED AS TO FORM:


City Attorney

Les 2114

SATELLITE WATER SYSTEM SERVICE CONTRACT

Page 5

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this 20th day of July, 1990, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Alan Bond and Joanne Bond to me known to be the _____ President and _____ Secretary, respectively, of Truitt Park, Inc. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed in the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Barbara Hill
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT Kent

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this ____ day of _____, 19____, before me undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the Mayor and City Clerk, respectively, of the City of Auburn, a municipal corporation, and the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT _____

AN ORDINANCE OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO THE CITY OF TACOMA AND ITS ASSIGNS, THE RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT AND MAINTAIN A TRANSMISSION MAIN IN CERTAIN STREETS IN THE CITY OF AUBURN FOR THE TRANSMISSION OF FRESH WATER FOR MUNICIPAL PURPOSES.

THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. GRANT AND TERMS. That there be and is hereby granted to the City of Tacoma a municipal corporation and its assigns, the right, privilege, authority and franchise for a period of fifty (50) years from and after passage of this Ordinance to lay down, build, construct and maintain and operate, through and across certain streets of the City of Auburn, underground pipes and conduits for the purpose of transmitting fresh water for municipal purposes.

Section 2. TRANSMISSION MAIN. For the purpose aforesaid, the grantee and its assigns are hereby granted the right, liberty and privilege of laying down, relaying, connecting, disconnecting, and repairing such transmission main through and under the avenues, streets, lanes, alleys and public highways, and public parks and grounds of the City of Auburn as may be necessary, proper and convenient for transmitting the fresh water supply of the grantee through the city limits of the grantor.

Section 3. PLANS AND SPECIFICATIONS. Before said grantee and assigns shall begin the construction of the transmission main underneath the said streets or places in the City of Auburn, it shall file with the City Engineer of the grantor detailed plans, specifications and profiles of the pipeline and shall show the place in said streets or places proposed to be used for and/or crossed by said pipeline, the size of the pipeline and its depth from the surface of the ground. The said plans, specifications and profiles shall be approved by the City Engineer of the grantee and a permit granted for the same before any excavation or the construction of said pipes shall be commenced, which approval shall not be unreasonably withheld. The grantee upon receiving such construction permit shall hasten the work of construction with all convenient speed and shall repair the pavement or surface in as good condition as it was before being disturbed by said grantee and repair it with the same kind of material as now laid on said streets or surface and subject to the approval of the City Engineer of the grantor, shall place an inspector upon the said street during the reconstruction of the pavement thereon and the salary of such inspector shall be paid by the grantee, and said street shall not be torn up in any event for a longer period than ninety (90) days after the said grantee shall begin the work of construction. If the grantee shall fail to build said street or surface in

as good condition as it was before or shall fail to rebuild it at all, the grantor may proceed to repair said street or surface and charge the expense thereof to the grantee. All excavations shall be carefully guarded so as to prevent accidents by reason thereof, and the grantee shall save the grantor free and harmless of and from all costs, damages and expenses of any kind whatsoever occasioned by such work or by the maintenance of such conduits and pipes through and across the street or place and should any final judgment be recovered against said city on account of any damages, said grantee shall forthwith pay the same, including grantor's reasonable attorney fees and costs, after having been notified in writing to do so by the grantor, and the failure of said grantee to make such payment within a period of sixty (60) days after such notice has been given shall operate as a forfeiture of the rights and privileges herein granted; provided, however, that the grantor shall in any suit brought against it on account of such damages and within twenty (20) days after service of process upon it give written notice to the grantee of the pendency of said suit, and thereon, grantee shall have the option of defending said litigation on behalf of the City at its own cost.

Section 4. NOT TO INTERFERE WITH OTHER PIPES. Said pipes shall be laid down in such manner as not to interfere with the sewer or water pipes or any other pipes in said streets and places and all pipes and conduits to be laid down by the grantee shall be of first quality material.

Section 5. FRANCHISE NOT EXCLUSIVE. Nothing in this Ordinance shall be construed as granting to the said grantee and assigns an exclusive right or prevent the granting to other companies or individuals a franchise for like purposes.

Section 6. SERVICE AVAILABILITY. In the event that the City has need for additional domestic water and the grantee determines that it can provide such water from the transmission line and at the rates it charges other consumers, similarly located, the grantee shall so make available points of distribution in order to provide the additional supply so determined.

Section 7. ACCEPTANCE. In order to claim the rights and privileges granted by this franchise, the grantee or assigns shall, within thirty (30) days after the approval of this Ordinance, file with the City Clerk of the grantor its acceptance in writing of the franchise granted by this Ordinance.

Section 8. EFFECTIVE DATE. That this Ordinance shall take effect five (5) days from and after its passage, approval and publication as provided by law.

INTRODUCED: SEPTEMBER 2, 1969

PASSED: SEPTEMBER 15, 1969

APPROVED: SEPTEMBER 15, 1969

Robert E. Gaines
MAYOR

ATTEST:

Gene Williams
City Clerk

APPROVED AS TO FORM:

Robert M. L. the
City Attorney

In Accordance with Laws
PUBLISHED: Sept 7, 1969

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RESOLUTION NO. 2 5 5 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND THE CITY OF BONNEY LAKE FOR OPERATING AND MAINTAINING A PUBLIC WATER SYSTEM.

WHEREAS, the cities of Auburn and Bonney Lake are responsible for operating and maintaining a public water system in accordance with federal, state and local laws and regulations; and

WHEREAS, the parties recognize the responsibility of public water utilities to provide for the highest quality of water and reliability of service to their customers at reasonable cost; and

WHEREAS, the parties further recognize that water resources are finite and vulnerable, and the prudent use and management of these resources requires cooperation among utilities;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DULY ASSEMBLED, HERewith RESOLVES THAT:

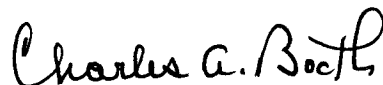
Section 1. The Mayor and City Clerk of the City of Auburn are herewith authorized to execute an Interlocal Agreement between the City of Auburn and the City of Bonney Lake for operating and maintaining a public water system in accordance with federal, state and local laws and regulations.

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2 A copy of said Agreement is attached hereto, designated as
3 Exhibit "A" and incorporated by reference in this Resolution.

4 Section 2. The Mayor is hereby authorized to implement
5 such administrative procedures as may be necessary to carry
6 out the directives of this legislation.


7 DATED and SIGNED this 15th day of August, 1994.

8 CITY OF AUBURN

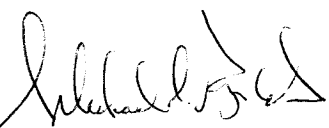
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11 MAYOR

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14 ATTEST:

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17 Robin Wohlhueter,
18 City Clerk

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20 APPROVED AS TO FORM:

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22
23 Michael J. Reynolds,
24 Acting City Attorney

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF BONNEY LAKE
AND
THE CITY OF AUBURN

ORIGINAL

This agreement made and entered into this 15th day of August, 1994, by and between the City of Auburn (hereinafter referred to as "Auburn"), and the City of Bonney Lake (hereinafter referred to as "Bonney Lake"), WITNESSETH THAT:

WHEREAS, Auburn and Bonney Lake are responsible for operating and maintaining a public water system in accordance with federal, state and local laws and regulations, and

WHEREAS, the parties recognize the responsibility of public water utilities to provide for the highest quality of water and reliability of service to their customers at reasonable cost, and

WHEREAS, The parties further recognize that water resources are finite and vulnerable, and the prudent use and management of these resources requires cooperation among utilities, and

NOW, THEREFORE, the City of Bonney Lake and the City of Auburn enter into the following agreement.

A. RECITALS

1. Bonney Lake will sell water to Auburn for the purpose of serving a maximum of two rural-residential domestic service connections for lots that abut the Pierce/King County (Auburn City Limits) line, in vicinity of Kersey Way S. E.
2. City of Auburn would install their own meters to individual services and one of these services would be to tax lot 9056 on Kersey Way S. E., adjacent to the county line.
3. The meter shall be in the Bonney Lake water service area. (Pierce County) The City of Auburn shall pay the connection charge plus the actual cost of the meter installation. The City of Bonney Lake shall own the meter.
4. The size of the meter shall be determined by the City of Auburn.
5. All the properties served within the City of Auburn water service area will be the responsibility of the City of Auburn.
6. Bonney Lake will sell water to the City of Auburn at the standard Outside the City rates. Per Bonney Lake Municipal Code Section 13.04.100(C).
7. Bonney Lake shall only furnish domestic needs for the two (2) rural residential connections. Bonney Lake is not responsible for fire flow.

RES No. 2551
Exhibit "A"

8. The City of Auburn will require new service connections from this supply to be protected by a residential fire sprinkler system in accordance with Auburn Fire Department ordinance.
9. This agreement shall become null and void at the time Auburn has water available through it's own system to serve these properties.
10. The City of Bonney Lake shall use reasonable effort to provide a regular uninterrupted supply of water to Auburn. Bonney Lake shall not be liable for any shortage or interruption in delivery of water. In addition Bonney Lake shall not be liable for any failure, interruption or shortage of water or any loss or damage resulting therefrom, occasioned by any cause beyond the control of the City of Bonney Lake
11. Auburn shall be a customer of Bonney Lake and shall be given the same consideration as any other customer under the ^{Bonney Lake} City's rules, regulations, and Municipal Codes, for domestic service only.
12. This Agreement to provide water services by Bonney Lake shall continue from year to year on the anniversary date of the later approval date shown below, unless notice of intent not to renew this Agreement is provided by the Mayor of the City of Bonney Lake in writing to the Mayor of the City of Auburn on or before the anniversary date.

CITY OF AUBURN

Charles G. Booth
MAYOR

DATED: 8-15-94
ATTEST:

Robert Wahlhutter
City Clerk, City of Auburn

CITY OF BONNEY LAKE

Rex Pulper
MAYOR

DATED: 6-28-94

ATTEST:

Kathleen L. Clayton
APPROVED AS TO FORM:

APPROVED AS TO FORM:

Craig M. Miller
BONNEY LAKE CITY ATTORNEY

Michael [Signature]
Acting City Attorney, City of Auburn

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RESOLUTION NO. 2 7 2 1

A RESOLUTION OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF AUBURN, TO EXECUTE INTERLOCAL AGREEMENT NO. 2 FOR THE LEA HILL INTERTIE PROJECT BETWEEN THE COVINGTON WATER DISTRICT, KING COUNTY WATER DISTRICT #111 AND THE CITY OF AUBURN.

THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HEREBY RESOLVES THAT:

SECTION 1. The Mayor and City Clerk of the City of Auburn, Washington, are hereby authorized to execute Interlocal Agreement No. 2 for the Lea Hill Intertie Project between the Covington Water District, King County Water District #111 and the City of Auburn. A copy of said Agreement is attached hereto, denominated as Exhibit "A" and made a part hereof as though set forth in full herein.

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

Interlocal Agreement 2
for the
Lea Hill Intertie Project
between
**Covington Water District,
King County Water District #111,
and the
City of Auburn**

- I. Project Title: Lea Hill Intertie, consisting of construction and operation of piping, pump stations, meters, and source facilities for a water supply intertie between the City of Auburn (Auburn), Covington Water District (CWD) and King County Water District #111 (WD111), jointly termed the Participants. The project facilities are as shown on Exhibit A - Facilities Plan.
- II. General:
- A. This Interlocal Agreement 2 (IA2) is consistent with the Joint Operating Agreement (JOA) of the South King County Regional Water Association (SKCRWA) dated 26 July 1995.
 - B. There is an immediate need to provide for additional water supply to meet the needs of CWD and WD111, and meet the emergency needs of Auburn.
 - C. Performance by Auburn under IA2 shall be subject to its pre-existing contractual and/or water supply obligations to Algonia, Kent, Muckleshoot Indian Tribe, and Pacific. Future Interlocal Agreements shall be subject to the terms and conditions of IA2. It is the intent of Auburn to create a first in time, first in service approach to wholesale of water within the limitations of Auburn's water rights and/or supply capacity.
 - D. Auburn has the necessary water system capacity to meet a portion of the near term, interruptable, public water supply needs of CWD and WD111. CWD and WD111 have the necessary system capacity to meet a portion of the emergency needs of Auburn.
 - E. Each Participant desires to develop firm supplies to meet long term, continuing needs.
 - F. Each Participant hereby identifies its authorized representative as the "General Manager" of CWD, the "General Manager" of WD111, and as the "City Engineer" of Auburn.
 - G. For wholesale water purposes per Section 4. C. of the JOA, the following interties exist or are expected to exist in the near future for the Participants to IA2:

1. CWD
 - a) Auburn (future)
 - b) Black Diamond (future)
 - c) Tacoma (future)
 - d) King County Water District 94 (future)
 - e) WD111, and
 - f) Cedar River Water and Sewer District.

2. WD111
 - a) Auburn,
 - b) CWD,
 - c) Kent, and
 - d) Soos Creek Water and Sewer District.

3. Auburn
 - a) Algona,
 - b) Kent,
 - c) WD111,
 - d) Pacific,
 - e) Bonney Lake,
 - f) Lakehaven Utility District (future),
 - g) Muckleshoot Indian Tribe (future), and
 - g) CWD (future).

H. Interlocal Agreement No. 1, 132nd Avenue Interim Intertie Project, dated 7 November 1995, is terminated by mutual agreement of the WD111 and Auburn upon completion of the improvements described in Exhibit B of this IA2.

III. Description of Project:

- A. The project facilities are generally described in the Engineering Report prepared by EES, dated September 1995, and any subsequent amendments thereto.

- B. The project includes design, construction, and operation of facilities to provide water as follows:

Year	Auburn Maximum Day Demand (mgd)	CWD Maximum Day Demand (mgd)	WD111 Maximum Day Demand (mgd)	Total Maximum Day Demand (mgd)
1998	2.0	1.0	2.0	5.0
2000	2.0	1.5	2.5	6.0
2002	2.0	2.5	2.5	7.0
2005	2.0	2.5	2.5	7.0
2010	2.0	2.5	2.5	7.0

Additional water may be available as mutually agreed to by the Auburn City Council and the Board of Commissioners of either District. Water is to be provided from the Auburn system to the Lea Hill Reservoir Site, and then to the pipeline on 132nd SE running north to the Districts. The project will provide for flow control facilities as necessary and a master meter which will be used to measure the water supplied. The reverse order is used for water to be provided from the Districts to Auburn.

- C. Respective Facility Ownership, Capacity Rights, and responsibility for operation, maintenance, and renewal and/or replacement (r/r) are as described in Exhibit B. Operational parameters shall be as defined in Exhibit C - Project Criteria.
- D. Auburn will design, construct and maintain the facilities constructed under IA2 in accordance with reasonably accepted water utility standards for similar municipal water utilities. Facilities will be designed in compliance with the City's adopted design standards as described in the 1995 Comprehensive Water Plan.
- E. The participants agree that an independent Value Engineering Analysis will be done at the 75 percent design level.

IV. Project Costs:

- A. The project costs are estimated as shown on Exhibit D - Project Cost. Final project costs shall be reviewed and approved by the Participants. The Participants shall maintain individual cost records on their expenses for the project. Auburn will retain a consultant to maintain total cost records for the project.
- B. Costs associated with the development of new water sources will be shared based on the basis quantity of water each Participant is allocated from the sources.

V. Project Financing: The Participants shall fully finance and pay for their proportionate share as shown in Exhibit D - Project Cost. The Districts shall deposit funds with Auburn to perform the project work for the proposed facilities in accordance with the schedule shown in Exhibit E - Project Schedule.

VI. Service Charges:

- A. Auburn has prepared a Cost of Service Study to determine the cost of service to its customers. A customer classification for "wholesale" has been created, and rates for service charges shall be based on a rate study for the wholesale customer classification. Auburn will regularly update the cost of service analysis. Wholesale water rates will be based on costs of providing the service. Cost of developing the initial Cost of Service Study and Rate Study will be included within the project costs.

- B. WD111 and CWD shall provide a rate to Auburn to be applied for emergency service charges. Such rate shall be based on costs of providing the service, or, in the interim until a Cost of Service / Rate Study is completed, shall be equal to or less than Auburn's current wholesale rate.
- C. Adjustments to the service charges will be made in accordance with Section 4.H. of the JOA.

VII. Project Coordination:

- A. The Participants shall meet monthly for project coordination, or more frequently as needed.
- B. Auburn will retain a consultant to be the overall Project Coordinator. Assignment of responsibilities to the Project Coordinator shall be by agreement of the Participants' authorized representatives.
- C. The Participants shall be responsible for design, construction management, and commissioning of facilities to be constructed in conformity to facility ownership. Responsibilities may be assigned otherwise by agreement of the Participants' authorized representatives.

VIII. Conditions of Service:

- A. Auburn does not presently have the necessary capacity (i.e., water supply and/or water rights) to guarantee delivery of firm uninterruptible water. It is acknowledged and agreed that in the event Auburn experiences any failure or decreased capacity for any reason or increased demand within its retail service area, the supply to the Districts may be immediately reduced or stopped under such conditions at the sole discretion of Auburn. The Districts agree that Auburn may take such action irrespective of any cost, investment in capacity, or other reliance which may have been placed upon the intertie facilities and interruptible water supply referenced in this IA2.
- B. The Districts specifically acknowledge and agree that failure of Auburn to obtain additional primary water rights in excess of Auburn needs shall be cause for not bringing the Districts on a par with Auburn customers. For purposes of this IA2, on par shall mean: Upon receiving new primary water rights for additional water sources in the amount of at least 7 mgd the quantities of water described in paragraph III. B., the Districts will be served on the same basis and with the same reliability as service is provided to Auburn's retail customers, and Auburn will include the maximum total quantity of water cited in paragraph III. B. in all of its water system planning as if the quantity was served to direct service customers and any curtailment, restrictions or limitations on delivery would be on the same basis as curtailment, restrictions, or limitations on delivery to retail customers.

- C. The Participants will proceed with development and implementation of projects in accordance with the project schedule shown in Exhibit E to increase firm system capacity and a wholesale supply capacity as described in paragraph III. B., designed to ensure service to the Districts. It is anticipated the necessary projects required to provide firm supply will be proposed wells numbers 6 and 7 described in the City's 1995 Comprehensive Water Plan. The City has obtained Supplemental Water Rights for the proposed wells numbers 6 and 7. It is the intent of the Auburn to obtain Primary Water Rights for wells number 6 and 7 and additional new wells, if required, sufficient to provide the quantities of water described in paragraph III. B. which shall bring the Districts on a par with Auburn customers.
 - D. It is the intent of Auburn to provide the water described in paragraph III. B. whenever it is available subject to the limitations described in paragraphs VIII. A. and B. Auburn shall use reasonable diligence and best efforts to provide immediate notice in the event it becomes aware that it may not be able to fulfill the requirements of paragraph III. B. for any reason.
- IX. Term of Duration of Agreement: This IA2 shall remain in full force unless terminated by mutual agreement of the Participants.
- X. Amendments:
- A. This IA2 may be amended only in writing by agreement signed by the Participants.
 - B. The authorized representatives shall have authority to update exhibits attached hereto. The exhibits shall be updated and/or revised only upon written agreement signed by the Participants' authorized representatives. Updates must be ratified by Auburn's City Council.
- XI. Dispute Resolution:
- A. Should a dispute arise between the participants regarding the technical aspects of the planning, design, construction, funding, or operation of the facilities contemplated under IA2, the authorized representatives of the participants, as defined in paragraph II. E., shall meet and select two persons who, along with the authorized representatives of the participants, will form a dispute resolution panel to resolve the dispute. Should the dispute resolution panel not be able to reach a mutually satisfactory resolution the dispute will be resolved as described below.
 - B. Legal disputes between the participants to IA2 shall be resolved through the use of mediation by a mediator mutually acceptable to the participants with each participant agreeing to equally share the cost of the mediator. Should the participants not be able to satisfactorily resolve the dispute through mediation, the forum for resolution shall be King County Superior Court. The substantially prevailing party will be entitled to attorney fees and costs.

to


for

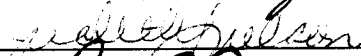
Lea Hill Intertie Project



Exhibit A
Facilities Plan
(Continued)

Exhibit A
Update Approval

Auburn: , Dated: 11-10-97

CWD: , Dated: 10-09-97

WD111: , Dated: 11/6/97

Auburn: _____, Dated: _____

CWD: _____, Dated: _____

WD111: _____, Dated: _____

Auburn: _____, Dated: _____

CWD: _____, Dated: _____

WD111: _____, Dated: _____

Exhibit B
***Facility Ownership, Capacity Rights, Operation, Maintenance,
and Renewal and Replacement Responsibilities***

to
Interlocal Agreement 2
for
Lea Hill Intertie Project

Facility	Location	Facility Ownership	Capacity Rights	Operation, Maintenance, & Renewal/Replacement Responsibility
New Lea Hill Pump Station	Green River Road & 104 th SE	Auburn	WD111 2.5 MGD CWD 2.5 MGD	Auburn
Lea Hill Booster Pump Station	Lea Hill Reservoir Site	Auburn	WD111 and CWD 95% Auburn 5% (note 2)	Auburn
Flow Control, Telemetry	Lea Hill Reservoir Site	Auburn	WD111 and CWD 95% Auburn 5% (note 2)	Auburn
Meter Station	Intersection of 132 nd SE and SE 288 th Street	Auburn	WD111 and CWD 95% Auburn 5% (note 2)	Auburn
16-inch Waterline	Green River Road 26 nd NE to 104 th SE	Auburn	Note 3	Auburn
16-inch Green River crossing	Under Green River at 26 nd NE	Auburn	Note 3	Auburn
16-inch Waterline	104 th SE, NE 8 th to Green River Road	Auburn	Note 3	Auburn
20-inch Waterline	SE 304 th , New Lea Hill Pump Station to 116 th SE	Auburn	Note 3	Auburn
Well #6	City	Auburn	Note 3	Auburn
Well #7	City	Auburn	Note 3	Auburn
16-inch Waterline & PRV	K Street SE, 22 nd Street SE to 21 st Street SE	Auburn	Note 3	Auburn
12-inch Waterline	M Street SE, Well 1 to 6 th Street SE	Auburn	Note 3	Auburn
12-inch Waterline	6 th Street SE, M Street SE to F Street SE	Auburn	Note 3	Auburn
12-inch Waterline	F Street SE, 6 th Street SE to 2 nd Street SE	Auburn	Note 3	Auburn

Note 2: Auburn capacity right is in recognition of the emergency capability of the facility.

Note 3: Capacity right is not specific to facility, however participation in constructing the facility provides capacity right to 5 MGD from Auburn's water system.

EXHIBIT "A"
CITY OF AUBURN
RESOLUTION NO. 2721
ADOPTED 09/03/96

Exhibit B
Facility Ownership, Capacity Rights, Operation, Maintenance,
and Renewal and Replacement Responsibilities
(Continued)

Exhibit B
Update Approval

1. Auburn: _____, Dated: _____
CWD: _____, Dated: _____
WD111: _____, Dated: _____

2. Auburn: _____, Dated: _____
CWD: _____, Dated: _____
WD111: _____, Dated: _____

3. Auburn: _____, Dated: _____
CWD: _____, Dated: _____
WD111: _____, Dated: _____

Exhibit C
Project Criteria

to
Interlocal Agreement 2
for
Lea Hill Intertie Project

Project Criteria:

- Waterlines shall be sized as shown on Exhibit A.
- No storage shall be included in the project. All storage required to enable the Districts to optimally use facilities constructed shall be provided by the Districts.
- Pumping Facilities shall be constructed to provide flow rates as described in paragraph III. B.
- The New Lea Hill Pump Station is to operate at design capacity with one pump in stand-by mode.
- The Lea Hill Booster Pump Station is to operate at design capacity with one pump in stand-by mode.
- Pump Stations to be designed with single speed pumps.
- Emergency Power not provided at pump stations.
- Flow rates to the Districts from Auburn through the facilities shall be set for constant flow for full 24 hour periods, subject to reasonable hydraulic and mechanical tolerances.
- The Districts will notify Auburn by 9:00 AM if the District requests adjustment of the desired pumping rate for the following day, except in case of an emergency.
- In the event Auburn desires emergency water from the Districts, the Districts will provide Auburn a daily estimate of the volume of water which will likely be available during the following 24 hour period.

Exhibit C
Update Approval

1. Auburn: _____, Dated: _____
CWD: _____, Dated: _____
WD111: _____, Dated: _____

2. Auburn: _____, Dated: _____
CWD: _____, Dated: _____
WD111: _____, Dated: _____

EXHIBIT "A"
CITY OF AUBURN
RESOLUTION NO. 2721
ADOPTED 09/03/96

Exhibit D
Project Costs
to
Interlocal Agreement No. 2
for
Lea Hill Intertie Project

Description	Total Est. Cost	Auburn Cost Percent Cost	WD111 Cost Percent Cost	CWD Cost Percent Cost
INSIDE AUBURN PIPING				
20" along 304th from Pump Station to 116th Ave SE (WS-105,106)	\$570,000	10% \$57,000	45% \$256,500	45% \$256,500
16" on approx 26th from "M" to Pump Station (under Green R., incl crossing) (WS-102,103)	\$395,000	20% \$79,000	40% \$158,000	40% \$158,000
16" east of Green River from 8th St. to Pump Station (WS-101)	\$335,000	20% \$67,000	40% \$134,000	40% \$134,000
Meter Station @ 132nd SE and SE 288th	\$35,000	5% \$1,750	47.5% \$16,625	47.5% \$16,625
12" M Street from Well 1 to 6th Street SE (WS-110)	\$120,000	5% \$6,000	47.5% \$57,000	47.5% \$57,000
12" 6th Street SE from M Street to F Street (WS-111,WS-112)	\$140,000	5% \$7,000	47.5% \$66,500	47.5% \$66,500
12" F Street from 6th Street to 2nd Street SE (WS-113)	\$85,000	5% \$4,250	47.5% \$40,375	47.5% \$40,375
K Street Parallel pipeline and PRV (WS-114)	\$65,000	5% \$3,250	47.5% \$30,875	47.5% \$30,875
PIPING SUBTOTAL	\$1,745,000	\$225,250	\$759,875	\$759,875
PUMP STATIONS				
Green River Pump Station (WS-104)	\$350,000	10% \$35,000	45% \$157,500	45% \$157,500
Intertie Pump Station (WS-107)	\$245,000	5% \$12,250	47.5% \$116,375	47.5% \$116,375
PUMP STATIONS SUBTOTAL	\$595,000	\$47,250	\$273,875	\$273,875
NEW SUPPLY FACILITIES				
Drill and Develop Well #6 and Well #7 (7 mgd) (S-106,S-108,S-109,S-110)	\$1,250,000	28.6% \$357,143	35.7% \$446,429	35.7% \$446,429
TOTAL ESTIMATED CONSTRUCTION COST	\$3,590,000	17.5% \$629,643	41.2% \$1,480,179	41.2% \$1,480,179
PRELIMINARY PROJECT COSTS				
Cost of Service Study / Rate Study	\$41,000	62.2% \$25,502	18.9% \$7,749	18.9% \$7,749
Consultant Services (Jan 91 to Dec 94)				
Feasibility Studies and Water Rights Analysis	\$41,522	33.3% \$13,841	33.3% \$13,841	33.3% \$13,841
Development of Interlocal Agreement	\$9,406	33.3% \$3,135	33.3% \$3,135	33.3% \$3,135
Final Engineering Report	\$7,198	17.5% \$1,262	41.2% \$2,968	41.2% \$2,968
PRELIMINARY PROJECT COSTS SUBTOTAL	\$99,126	\$43,740	\$27,693	\$27,693
ALLIED COST				
Contingency (15.0%)	\$538,500	17.5% \$94,446	41.2% \$222,027	41.2% \$222,027
State Sales Tax (8.2%)	\$294,380	17.5% \$51,631	41.2% \$121,375	41.2% \$121,375
Engineering Design (6.5%)	\$233,350	17.5% \$40,927	41.2% \$96,212	41.2% \$96,212
Construction Engineering (7.5%)	\$269,250	17.5% \$47,223	41.2% \$111,013	41.2% \$111,013
Legal (1.0%)	\$35,900	17.5% \$6,296	41.2% \$14,802	41.2% \$14,802
Fiscal (1.0%)	\$35,900	17.5% \$6,296	41.2% \$14,802	41.2% \$14,802
Administration (2.0%)	\$71,800	17.5% \$12,593	41.2% \$29,604	41.2% \$29,604
Permits, Agency Approvals (3.0%)	\$107,700	17.5% \$18,889	41.2% \$44,405	41.2% \$44,405
Engineering Surveys (2.5%)	\$89,750	17.5% \$15,741	41.2% \$37,004	41.2% \$37,004
Land/ROW (3.3%)	\$118,470	17.5% \$20,778	41.2% \$48,846	41.2% \$48,846
TOTAL ALLIED COST (50.0%)	\$1,795,000	\$314,821	\$740,089	\$740,089
TOTAL PROJECT COST	\$5,484,126	\$988,205	\$2,247,960	\$2,247,960

Exhibit D - Update approval

1. Auburn: _____; Dated: _____	2. Auburn: _____; Dated: _____
CWD: _____; Dated: _____	CWD: _____; Dated: _____
WD111: _____; Dated: _____	WD111: _____; Dated: _____

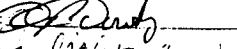

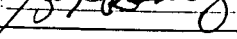
EXHIBIT "A"
CITY OF AUBURN
RESOLUTION NO. 2721
ADOPTED 09/03/96

Exhibit D
Project Costs
in
Interlocal Agreement No. 2
for
Lea Hill Intertie Project

revised 29 August 1997

DESCRIPTION	PR Numbers	Original Estimates	Revised 29-Aug-97	Auburn Cost Percent	Auburn Cost	WD111 Cost Percent	WD111 Cost	CWD Cost Percent	CWD Cost
CURRENT PROJECTS									
PIPING INSIDE AUBURN									
20" along 304th from Pump Station to 116th Ave SE (WS-105,106)	PR609	\$570,000	\$644,000	10%	\$64,400	45%	\$289,800	45%	\$289,800
Sewer Line installed in same area for Auburn			\$200,000	100%	\$200,000	0%		0%	
16" on approx 26th from "M" to Pump Station	PR610	\$395,000	\$265,000	20%	\$53,000	40%	\$106,000	40%	\$106,000
Green River Road (WS-103)	PR613		\$800,000	20%	\$160,000	40%	\$320,000	40%	\$320,000
Green River Crossing (WS-102)	PR611	\$335,000	\$379,000	20%	\$75,800	40%	\$151,600	40%	\$151,600
16" east of Green River from 8th St to Pump Station (WS-101)									
Meter Stations		\$25,000		5%	\$0	47.5%	\$0	47.5%	\$0
Covington Water District Meter			\$22,000	5%	\$1,100			95.0%	\$20,900
Water District #111 Meter			\$22,000	5%	\$1,100	95.0%	\$20,900		
PIPING SUBTOTAL		\$1,335,000	\$2,332,000	23.6%	\$555,400	38.1%	\$888,300	38.1%	\$888,300
PUMP STATIONS									
Green River Pump Station (WS-104)	PR612	\$351,000	\$660,000	10%	\$66,000	45%	\$297,000	45%	\$297,000
Intertie Pump Station (WS-107)	PR613	\$245,000	\$570,000	5%	\$28,500	47.5%	\$270,750	47.5%	\$270,750
PUMP STATIONS SUBTOTAL		\$596,000	\$1,230,000	7.7%	\$94,500	46.2%	\$567,750	46.2%	\$567,750
NEW SUPPLY FACILITIES									
Well #6 (S-106, S-108)	PR585	\$625,000	\$190,000	28.6%	\$54,286	35.7%	\$67,857	35.7%	\$67,857
Drill and Develop			\$0	28.6%	\$0	35.7%	\$0	35.7%	\$0
Conveyance Line			\$612,000	28.6%	\$174,857	35.7%	\$218,571	35.7%	\$218,571
Pump Station									
Well #6 Total		\$625,000	\$602,000		\$229,143		\$286,429		\$286,429
Well #7 (S-109, S-110)	PR591	\$625,000	\$190,000	28.6%	\$54,340	35.7%	\$67,830	35.7%	\$67,830
Drill and Develop			\$479,000	28.6%	\$136,994	35.7%	\$171,003	35.7%	\$171,003
Conveyance Line			\$630,000	28.6%	\$180,180	35.7%	\$224,910	35.7%	\$224,910
Pump Station			\$59,000	100.0%	\$59,000	0.0%		0.0%	
Conservation Garden/Parks									
Well #7 Total		\$625,000	\$1,358,000		\$430,514		\$463,743		\$463,743
NEW SUPPLY FACILITIES SUBTOTAL		\$1,250,000	\$2,160,000	30.5%	\$659,657	34.7%	\$750,172	34.7%	\$750,172
TOTAL ESTIMATED CONSTRUCTION COST		\$3,180,000	\$5,722,000	22.9%	\$1,309,657	38.6%	\$2,206,222	38.6%	\$2,206,222
ALLIED COSTS									
Contingency		\$477,000 15.0%	\$572,200 10.0%	22.9%	\$130,956	38.6%	\$220,622	38.6%	\$220,622
State Sales Tax		\$260,760 8.2%	\$492,092 8.6%	22.9%	\$112,622	38.6%	\$189,735	38.6%	\$189,735
Water Supply Program *			\$538,944	50.9%	\$274,237	24.6%	\$132,354	24.6%	\$132,354
Engineering Design		\$206,700 6.5%							
Portico Group			\$69,755	22.9%	\$15,964	38.6%	\$26,895	38.6%	\$26,895
MBE			\$292,113	22.9%	\$66,854	38.6%	\$112,630	38.6%	\$112,630
S & B			\$22,500	22.9%	\$5,149	38.6%	\$8,675	38.6%	\$8,675
CH2M & Hill - IA#2			\$247,080	22.9%	\$56,551	38.6%	\$95,271	38.6%	\$95,271
CH2M & Hill - Horizontal Direction Drilling			\$135,000	20.0%	\$27,000	40.0%	\$54,000	40.0%	\$54,000
PGG - Wells			\$48,420	22.9%	\$11,082	38.6%	\$18,669	38.6%	\$18,669
HDR			\$15,000	22.9%	\$3,433	38.6%	\$5,784	38.6%	\$5,784
Auburn			\$50,000	22.9%	\$11,443	38.6%	\$19,278	38.6%	\$19,278
Subtotal		\$238,500 7.5%	\$979,882	22.4%	\$197,476	38.8%	\$341,203	38.8%	\$341,203
Engineering Construction									
Portico Group			\$7,751	22.9%	\$1,774	38.6%	\$2,988	38.6%	\$2,988
MBE			\$32,457	22.9%	\$7,428	38.6%	\$12,514	38.6%	\$12,514
S & B			\$2,500	22.9%	\$572	38.6%	\$964	38.6%	\$964
CH2M & Hill - IA#2			\$30,077	22.9%	\$6,884	38.6%	\$11,597	38.6%	\$11,597
PGG - Wells			\$48,420	22.9%	\$11,082	38.6%	\$18,669	38.6%	\$18,669
Auburn Daily Inspection			\$350,000	22.9%	\$80,102	38.6%	\$134,949	38.6%	\$134,949
Subtotal			\$471,205	22.9%	\$107,842	38.6%	\$181,682	38.6%	\$181,682
Legal		\$31,800 1.0%	\$35,000	22.9%	\$8,010	38.6%	\$13,495	38.6%	\$13,495
Fiscal		\$31,800 1.0%							
CCA, Inc.			\$25,000	22.9%	\$5,722	38.6%	\$9,639	38.6%	\$9,639
Auburn			\$75,000	22.9%	\$17,165	38.6%	\$28,918	38.6%	\$28,918
Subtotal			\$100,000	22.9%	\$22,886	38.6%	\$38,557	38.6%	\$38,557
Administration		\$63,600 2.0%							
Auburn			\$55,000	22.9%	\$12,587	38.6%	\$21,206	38.6%	\$21,206
HCWL			\$71,486	22.9%	\$16,363	38.6%	\$27,567	38.6%	\$27,567
Subtotal			\$126,486	22.9%	\$28,950	38.6%	\$48,773	38.6%	\$48,773
Permits, Agency Approvals		\$95,400 3.0%	\$75,000	22.9%	\$17,165	38.6%	\$28,918	38.6%	\$28,918
Engineering Surveys		\$70,500 2.5%	\$60,000	22.9%	\$13,732	38.6%	\$23,134	38.6%	\$23,134
Land Purchase/Use		\$104,940 3.3%							
Green River Pump Station			\$50,000	22.9%	\$11,443	38.6%	\$19,278	38.6%	\$19,278
Well #6			\$50,000	22.9%	\$11,443	38.6%	\$19,278	38.6%	\$19,278
Well #7			\$50,000	22.9%	\$11,443	38.6%	\$19,278	38.6%	\$19,278
Subtotal			\$150,000	22.9%	\$34,330	38.6%	\$57,835	38.6%	\$57,835
TOTAL ALLIED COST		\$1,590,000 50.0%	\$3,560,819 61.2%	27.1%	\$948,205	38.5%	\$1,276,307	38.5%	\$1,276,307
PRELIMINARY PROJECT COSTS									
Cost of Service Study / Rate Study *	Fully Complete	\$41,000	\$41,000	62.2%	\$25,502	18.9%	\$7,749	18.9%	\$7,749
Consultant Services									
Feasibility Studies and Water Rights Analysis		\$41,522	\$41,522	33.3%	\$13,841	33.3%	\$13,841	33.3%	\$13,841
Development of Joint Operating Agreement		\$9,406	\$16,852	37.5%	\$6,244	25.0%	\$4,163	37.5%	\$6,245
Final Engineering Report		\$7,198	\$7,198	22.9%	\$1,647	38.6%	\$2,775	38.6%	\$2,775
PRELIMINARY PROJECT COSTS SUBTOTAL		\$99,126	\$106,372	44.4%	\$47,234	28.8%	\$28,628	28.8%	\$30,610
TOTAL COSTS - CURRENT PROJECTS		\$4,869,126	\$9,329,190	24.7%	\$2,304,995	37.6%	\$3,511,056	37.7%	\$3,513,138
FUTURE PROJECTS									
12" M Street from Well 1 to 6th Street SE (WS-110)		\$120,000	\$120,000	5%	\$6,000	47.5%	\$57,000	47.5%	\$57,000
12" 6th Street SE from M Street to F Street (WS-111, WS-112)		\$140,000	\$140,000	5%	\$7,000	47.5%	\$66,500	47.5%	\$66,500
12" F Street from 6th Street to 2nd Street SE (WS-113)		\$85,000	\$85,000	5%	\$4,250	47.5%	\$40,375	47.5%	\$40,375
K Street Parallel pipeline and PRV (WS-114)		\$65,000	\$65,000	5%	\$3,250	47.5%	\$30,875	47.5%	\$30,875
TOTAL ESTIMATED CONSTRUCTION COSTS		\$410,000	\$410,000	8.0%	\$20,500	47.5%	\$194,750	47.5%	\$194,750
TOTAL ALLIED COSTS		\$205,000 50.0%	\$205,000 50.0%	8.0%	\$10,250	47.5%	\$97,375	47.5%	\$97,375
TOTAL COSTS - FUTURE PROJECTS		\$615,000	\$615,000	5.0%	\$30,750	47.5%	\$292,125	47.5%	\$292,125
Total Lea Hill Intertie Project Costs		\$5,484,126	\$9,944,190	23.5%	\$2,335,746	38.2%	\$3,803,181	38.3%	\$3,805,263

Exhibit D - Update approval

1. Auburn: 
CWD: 
WD111: 

Date: 11-10-91
Date: 10-09-97
Date: 11-6-97

2. Auburn: _____ Date: _____
CWD: _____ Date: _____
WD111: _____ Date: _____

Exhibit E - Project Schedule

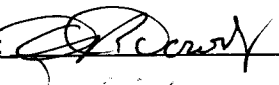
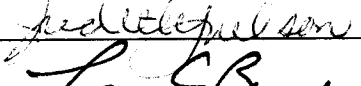
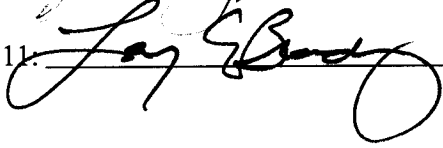
to
Interlocal Agreement 2
for
Lea Hill Intertie Project

<u>Activity</u>	<u>Date</u>
Execute IA2	September 3, 1996
Rates for service charges provided	September 15, 1996
CWD and WD111 each to provide \$200,000 deposit to Auburn	October 15, 1996
CWD and WD111 each to provide \$200,000 deposit to Auburn	January 10, 1997
CWD and WD111 each to provide \$400,000 deposit to Auburn	April 25, 1997
CWD and WD111 each to provide \$500,000 deposit to Auburn	July 6, 1997
CWD and WD111 each to provide \$500,000 deposit to Auburn	January 5, 1998
Complete Construction of Wells 6 and 7	January 15, 1998
CWD and WD111 each to provide \$600,000 deposit to Auburn	April 6, 1998
Complete River Crossing	July 6, 1998
CWD and WD111 each to provide \$500,000 deposit to Auburn	July 6, 1998
CWD and WD111 each to provide \$350,000 deposit to Auburn	October 5, 1998
CWD and WD111 each to provide \$350,000 deposit to Auburn	May 7, 1999
Complete Construction of Waterlines and Pump Stations	May 14, 1999
Commissioning	May 28, 1999

Exhibit E - Project Schedule
(Continued)

<u>Activity</u>	<u>Date</u>
Interim Project Cost Accounting	June 30, 1999
CWD and WD111 each to provide \$200,000 deposit to Auburn	July 5, 1999
Balancing Payment per Interim Accounting	July 26, 1999
Obtain Primary Water Rights for Wells 6 and 7	January 3, 2000
Final project Cost Accounting	March 17, 2000
Final CWD and WD111 Balancing Payment to Auburn	April 17, 2000

Exhibit E
Update Approval

1. Auburn: , Dated: 11-10-97
CWD: , Dated: 10-09-97
WD111: , Dated: 11/6/97
2. Auburn: _____, Dated: _____
CWD: _____, Dated: _____
WD111: _____, Dated: _____
3. Auburn: _____, Dated: _____
CWD: _____, Dated: _____
WD111: _____, Dated: _____

ORIGINAL

RESOLUTION NO. 2 7 8 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A NEW FRANCHISE AGREEMENT BETWEEN THE CITY OF AUBURN AND KING COUNTY TO CONSTRUCT, OPERATE AND MAINTAIN A WATER SYSTEM IN COUNCIL DISTRICTS 7, 9 AND 13, UNTIL YEAR 2021, AND A SHORT TERM FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A SEWER SYSTEM IN COUNCIL DISTRICT 7, 9 AND 13 UNTIL MARCH, 1998.

THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLE, HERewith RESOLVES THAT:


SECTION 1. AGREEMENT The Mayor of the City of Auburn is herewith authorized to execute a Franchise Agreement between the City of Auburn and King County to construct, operate and maintain a water system in Council Districts 7, 9 and 13, until year 2021, and a short term franchise to construct, operate and maintain a sewer system in Council Districts 7, 9, and 13 until March, 1998. A copy of said Agreement is attached hereto, denominated as Exhibit "A", and a copy of King County Ordinance No. 12473 approving the franchise is

1 attached hereto denominated as Exhibit "B", and made a part
2 hereof as though set forth in full herein.
3
4


5 SECTION 2. AUTHORIZATION. The Mayor is hereby
6 authorized to implement such administrative procedures as may
7 be necessary to carry out the directives of this legislation.

8 DATED and SIGNED this ^{18th} ~~5th~~ day of ^{November} ~~August~~, 1996.
9

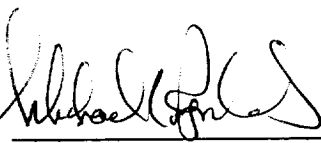
10 CITY OF AUBURN
11

12 
13 _____
14 CHARLES A. BOOTH
15 MAYOR

16 ATTEST:

17 
18 Robin Wohlhueter
19 City Clerk

20 APPROVED AS TO FORM:

21 
22 _____
23 Michael J. Reynolds,
24 City Attorney
25
26

12473

FRANCHISE NO. _____

In the matter of the application for a franchise to operate, maintain, repair, and construct water mains and service lines, and appurtenances in, over, along, and under County roads and rights-of-way in King County, Washington.

The application of the CITY OF AUBURN for a franchise to operate, maintain, repair and construct water mains and service lines, and appurtenances in, over, along, and under County roads and rights-of-way located within the area described in attached Exhibit "A" has been heard on this 30th day of September, 1996. All of the property described in Exhibit "A" lies outside the limits of any incorporated Town or City.

Legal notice of the franchise application and of the hearing has been given as is required by law.

The King County Council, having considered the interests proposed and advanced, and finding that the granting of this franchise is in the public interest, ORDERS that a franchise be granted to the CITY OF AUBURN, the Grantee, subject to the conditions set forth in Exhibit "B" attached hereto, this franchise and Ordinance No. 12473. This franchise grants the right, privilege, authority and franchise to operate, maintain, repair and construct mains and service lines and appurtenances as a part of its distribution system in, over, along, and under County roads and rights-of-way located within the area described in Exhibit "A".

12473

This franchise is granted subject to all of the terms and conditions contained herein, within Ordinance No. 12473 and Exhibit "B", and shall expire in twenty-five years on 9/30, 2024.

Dated this 14th day of October, 1996.

KING COUNTY, WASHINGTON

BY [Signature]

TITLE King County Executive

The undersigned accepts all the rights, privileges, and duties of this franchise subject to all terms, conditions, stipulations, and obligations contained herein, within Ordinance 12473 and Exhibit "B".

CITY OF AUBURN
GRANTEE

BY Charles A. Booth

TITLE Mayor

Dated this 26th day of November, 1996.

Exhibit "A"

Beginning at the northwest corner of the George E King Donation Land Claim No. 40 situate in Section 31, Township 22 North, Range 5 East, W.M. also known as the southeast corner of the R H Beatty Donation Land Claim No. 37 and No. 44 situate in Section 31, Township 22 North, Range 5 East, W.M. and in Section 36, Township 22 North, Range 4 East, W.M.; Thence westerly along the south boundary of said R H Beatty Donation Land Claim No. 37 and 44 and the south boundary of the John M. Thomas Donation Land Claim No. 42 situate in Section 36, Township 22 North, Range 4 East, W.M. to the easterly boundary of the corporate city limits of the City of Auburn as described in the City of Auburn annexation Ordinance No. 4770; Thence northerly along said easterly boundary of the corporate city limits, 49.5 feet; thence easterly along a line parallel with said south boundary of the John M Thomas Donation Land Claim No. 42 an the south boundary of said R H Beatty Donation Land Claim No. 37 and 44 to the east boundary of said R H Beatty Donation Land Claim No 37 and 44; Thence easterly along a line parallel with and 49.5 feet north, measured at right angles of the north boundary of said George E King Donation Land Claim No. 40, and along said parallel line extended easterly, to the thread of the Green River; Thence southerly along said thread of the Green River to the north boundary of said George E King Donation Land Claim No. 40, extended easterly; thence westerly to the point of beginning.

Together with:

Beginning with the northwest corner of Section 5, Township 21 North, Range 5 East, W.M. Thence easterly along the north boundary of said Section 5 to the thread of the Green River as described in the City of Auburn Annexation Ordinance No. 2511; Thence southerly along said thread of the Green River to the south boundary of Government No. 4, situate in Section 5, Township 21 North, Range 5 East, W.M., extended westerly; Thence easterly along said south boundary to the easterly margin of the Green River Road and the westerly boundary of the City of Auburn Annexation No. 4710; Thence northerly along said westerly boundary of the City of Auburn Annexation No. 4710 to the north boundary of the south 30.00 feet of Section 32, Township 22 North, Range 5 East, W.M.; Thence westerly along said north boundary to said thread of the Green River as described in the City of Auburn Annexation Ordinance No. 2511; Thence southerly along said thread of the Green River to said north boundary of Section 5.

Together with:

Beginning at the southwest corner of the S E 1/4 of the S W 1/4 of Section of Section 32, Township 22 North, Range 5 East, W.M.; Thence northerly along the west boundary of said S E 1/4 of the S W 1/4 of Section 32 to the north boundary of the South 30.00 feet of said Section 32; Thence easterly along said north boundary of Section 32 and along the north boundary of the south 30.00 feet of Section 33, Township 22 North, Range 5 East, W.M. to the west boundary of the east 285 feet of the S W 1/4 of said Section 33 as measured along the south boundary of said Section 33; Thence southerly along said west boundary to said south boundary of Section 33; Thence southerly along a line parallel with the east boundary of the West 1/2 of Section 4, Township 21 North, Range 5 East, W.M.; Thence easterly parallel with the north boundary of said Section 4, a distance of 100 feet; Thence southerly parallel with said east boundary of the West 1/2 of Section 4, a distance of 114.00 feet; Thence easterly parallel with said north boundary of Section 4, a distance of 155.00 feet to the west boundary of the east 30.00 feet of said West 1/2 of Section 4; Thence southerly along said west boundary of the east 30.00 feet to the south boundary of the North 1/2 of the South 1/2 of said Section 4; Thence easterly along said south boundary and along the south boundary of the North 1/2 of the South 1/2 of Section 3, Township 21 North, Range 5 East, W.M. to the northwesterly margin of Primary State Highway No. 2, also known as State Route 18; Thence southerly and westerly along said northwesterly margin to the easterly corporate

city limits of the City of Auburn; Thence northerly and westerly along said easterly corporate city limits of the City of Auburn to the south boundary of Government Lot No. 4 in Section 5, Township 21 North, Range 5 East, W.M. extended westerly; Thence easterly to the southeast corner of said Government Lot No 4; Thence northerly to the point of beginning.

Together with:

Beginning at the southwest corner of the N E 1/4 of the S W 1/4 of Section 21, Township 21 North, Range 5 East, W.M., said point located on the easterly corporate city limits of the City of Auburn; Thence northerly along said corporate city limits of the City of Auburn to the southeasterly margin of said Primary State Highway No. 2, also known as State Route No. 18; Thence northeasterly along said southeasterly margin to the thread of the Green River; Thence southeasterly along said thread of the Green River to the east boundary of Section 26, Township 21 North, Range 5 East, W.M.; Thence southerly along said east boundary of Section 26 and southerly along the east boundary of Section 35, Township 21 North, Range 5 East, W.M. to the southeast corner of said Section 35; Thence westerly along the south boundary of said Section 35 to the thread of the White River and the easterly corporate city limits of the City of Auburn; Thence north and westerly along said easterly corporate city limits of the City of Auburn to the point of beginning.

Together with:

Beginning at the southwest corner of Section 36, Township 22 North, Range 4 East, W.M.; Thence northerly along the westerly boundary of said Section 36 to the northerly margin of South 277th Street, also known as 52nd Street N W, which is the southerly corporate limits of the City of Kent; Thence easterly along said northerly margin of South 277th Street and along the southerly corporate limits of the City of Kent and along the northerly corporate limits of the City of Auburn to the westerly margin of Auburn Way North; Thence southeasterly along said westerly margin 2100 feet, more or less, to the westerly corporate city limits of the City of Auburn as described in the City of Auburn Ordinance No. 2511; Thence southerly along said westerly corporate city limits to the southerly boundary of the W A Cox Donation Land Claim No. 38 and 41; Thence westerly along said southerly boundary to the easterly boundary of the Plat of White River Valley Home Tracts as recorded in Volume 13 of Plats, Page 17, records of King County, Washington; Thence northerly along said easterly boundary of the Plat of White River Valley Home Tracts to the northeast corner of Tract 20 of said Plat of White River Valley Home Tracts; Thence westerly along the north boundary of said Tract 20 to the westerly margin of 80th Avenue South; Thence southerly along said westerly margin of 80th Avenue South to the southerly boundary of Section 36, Township 22 North, Range 4 East, W.M. Thence westerly to the point of beginning.

Less that portion of the above described franchise areas lying within the corporate city limits of the City of Auburn, Washington and less that portion of the above described franchise areas lying within the corporate city limits of the City of Kent, Washington.

EXHIBIT "B"

TERMS AND CONDITIONS APPLICABLE TO
UTILITIES FRANCHISES GRANTED BY KING COUNTY

THIS FRANCHISE is subject to the following terms and conditions:

1. DEFINITIONS

References to any County official or office also refers to any office that succeeds to any or all of the responsibilities of the named office or official. References to laws or "applicable laws" include federal, state, and local laws and regulations adopted pursuant to those laws; unless otherwise stated, references to laws include laws now in effect, as the same may be amended from time to time during the operation of this franchise. In addition, the following definitions shall apply:

Cable Services. The term "Cable Services" is used as defined in 47 United States Code 522 (5), as amended.

Cable System. The term "Cable System" is used as defined in 47 United States Code 522 (6), and King County Code 6.a.010 (J) as amended.

County Road Rights-of-Way. The term "County Road Rights-of-Way" includes any road, street, avenue, or alley located within the area described in the attached Exhibit "A", it does not include recreational or nature trails except where the trails intersect or are within roads, streets, avenues or alleys.

Director. The term "Director" refers to the chief executive of the King County Department of Transportation.

Grantee. The term "Grantee" refers to the CITY OF AUBURN its successors and those assignees approved pursuant to paragraph 16 herein.

Utility. The term "utility" refers either to the Grantee or, depending on the context, to any other person, firm, or corporation, public or private, which may hold a franchise to maintain and operate similar facilities in, under, over, across, and along any of the County property described in Exhibit "A".

Council. The term "Council" refers to the King County Council, acting in its official capacity.

Other Governing Body. The term "Other Governing Body" refers to any public official or other public board or body as may have the power and jurisdiction to permit or regulate the installation and maintenance of utilities and other facilities in, under, over, across, and along any of the county property described in Exhibit "A".

2. ACCEPTANCE BY GRANTEEES OF TERMS AND CONDITIONS

The full acceptance of this franchise and all of its terms and conditions shall be filed with the Clerk of the Council within forty-five (45) days from _____, 19____, by the Grantee. Full acceptance of this franchise is a condition precedent to its taking effect, and unless this franchise is accepted within the time specified, this grant will be null and void and have no force or effect.

3. NON-EXCLUSIVE FRANCHISE

This franchise is not exclusive. It does not prohibit King County from granting franchises for other public or private utilities, in, under, over, across, and along any County property, including County road rights-of-way.

This franchise does not prevent or prohibit King County from constructing, altering, maintaining or using any County road rights-of-way covered by this franchise. King County retains full power to make all changes, relocations, repair, maintenance, etc. as it may deem fit.

4. JURISDICTION

This franchise is intended to convey limited rights and interest only as to those roads and rights-of-way in which King County has an actual interest. It is not a warranty of title or of interest in County road rights-of-way.

Whenever any of the County road rights-of-way as designated in this franchise, by reason of the subsequent incorporation of any Town or City or extension of the limits of any Town or City, shall later fall within the City or Town limits, this franchise shall continue in force and effect until such time as the incorporation and/or annexation is complete according to applicable State law, after which time the County will no longer have any responsibility for maintenance of any County roads, rights-of-way or other County property within the area of annexation/incorporation.

None of the rights granted to the Grantee shall affect the jurisdiction of King County over County road rights-of-way or the County's power to perform work upon its roadways, rights-of-way or appurtenant drainage facilities including by constructing, altering, renewing, paving, widening, grading, blasting or excavating.

All of the rights herein granted shall be subject to and governed by this franchise; provided, however, that nothing in this franchise may be construed in any way as limiting King County's rights to adopt ordinances which are necessary to protect the health, safety and welfare of the general public.

5. REGULATION OF USE AND CONTROL

This franchise does not deprive King County of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the County road rights-of-way covered by this franchise.

This franchise authorizes the use of County rights-of-way solely for the delivery by the Grantee of natural gas to its customers. Additional uses of County rights-of-way by the Grantee, including for cable communication services, shall first require a separate franchise from King County which conforms to the requirements of K.C.C. 6.27 as amended, or K.C.C. 6.27A as amended, and other applicable law.

Any use of the Grantee's equipment or facilities in County rights-of-way by others, including for telecommunication or cable communication services, is prohibited unless separately authorized and approved in writing by King County. The Grantee agrees that prior to authorizing any person to use the Grantee's equipment or facilities located in County rights-of-way, the Grantee will require the user to provide the Grantee with an affidavit that it has obtained the necessary franchise or other approval from the County to operate and provide the proposed service in County rights-of-way. At least thirty (30) days prior to executing any agreement with a potential user for the use of the Grantee's equipment or facilities, the Grantee shall fax the affidavit to the King County Office of Cable Communication at 206-296-0842.

6. EMINENT DOMAIN

This franchise and the limited rights and interests for the operation, maintenance, repair, and construction of Grantee's transmission and service lines and appurtenances are subject to the exercise of eminent domain. In the event of an exercise of eminent domain by King County, the value to be attributed to all the rights and interests granted under this franchise shall not exceed the actual amount the Grantee paid to King County in obtaining this franchise.

7. ENFORCEMENT

Failure of King County, on one or more occasions to exercise a right or to require compliance or performance under this franchise or any applicable law, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing. Failure of King County to enforce or exercise its rights under any provision of this franchise or applicable law does not constitute a waiver of its rights to enforce or exercise a right in any other provision of this franchise or applicable law.

8. INDEMNITY AND HOLD HARMLESS

The Grantee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors, and assigns to defend, indemnify and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantee's exercise of rights and privileges granted by this franchise. The Grantee's obligations under this section shall include:

(a) Indemnification for such claims whether or not they arise from the sole negligence of the Grantee, the concurrent negligence of both parties, or the negligence of one or more third parties.

(b) The duty to promptly accept tender of defense and provide defense to the County at the Grantee's own expense.

(c) Indemnification of claims made by the Grantee's own employees or agents.

(d) Waiver of the Grantee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from the Grantee.

In the event it is determined that RCW 4.24.115 applies to this franchise agreement, the Grantee agrees to defend, hold harmless and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Grantee's negligence. Grantee agrees to defend, indemnify and hold harmless the County for claims by Grantee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

King County shall give the Grantee timely written notice of the making of any claim or of the commencement of any such action, suit, or other proceeding covered by the indemnity in this section. In the event any such claim arises, the County or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the duty to defend, settle, or compromise any claims arising hereunder and the County shall cooperate fully therein.

Notwithstanding the above, the County shall have no obligation to tender a defense as a condition of the indemnity where there is a material conflict between the interests of the Grantee and King County.

9. VACATION

If at any time King County vacates any County road rights-of-way covered by this franchise, King County will not be held liable for any damages or loss to the Grantee by reason of such vacation. King County may, after giving thirty (30) days written notice to the Grantee, terminate this franchise with respect to any County road rights-of-way vacated.

10. REPAIR, REMOVAL OR RELOCATION

The Grantee hereby covenants, at its own expense, to repair, remove, or relocate existing facilities including all appurtenant facilities and service lines connecting its system to users, within King County road rights-of-way if such repair, removal, or relocation is required by King County for any County road purpose. Such repair, removal, or relocation shall not be unreasonably required.

The grantee shall, at no expense to the County, adjust, remove or relocate existing facilities within County road rights-of-way, including all appurtenant facilities and service lines connecting its system to users, if the County determines such adjustment, removal or relocation is reasonably necessary to allow for an improvement or alteration planned by the County in such road right-of-way. The County shall give the Grantee written notice of such requirement as soon as practicable, at the beginning of the pre-design stage for projects that are part of the County's capital improvement program, including such available information as is reasonably necessary for the Grantee to plan for such adjustment, removal or relocation.

For projects that are a part of the County's capital improvement program, in addition to any other notice given to the Grantee, the County shall provide a vertical and horizontal profile of the roadway and drainage facilities within it, both existing and as proposed by the County, and the proposed construction schedule; notwithstanding any permit conditions that may later be applied to the County project, this initial design information shall be given at least 180 days before construction is scheduled to begin, except in cases of urgent construction or emergencies. The Grantee shall respond to this notice, and to any later notices of revised designs based on permit conditions, within no more than thirty (30) days by providing to the County the best available information as to the location of all of the Grantee's facilities, including all appurtenant facilities and service lines connecting its system to users and all facilities that it has abandoned, within the area proposed for the public works project.

The County shall offer the Grantee the opportunity to participate in the preparation of bid documents for the selection of a contractor to perform the public works project as well as all required adjustments, removals or relocations of the Grantee's facilities. Such bid documents shall provide for an appropriate cost allocation between the parties. The County shall have sole authority to choose the contractor to perform such work. The Grantee and the County may negotiate an agreement for the Grantee to pay the County for its allocation of costs, but neither party shall be bound to enter into such an agreement. Under such an agreement, in addition to the Grantee's allocation of contractor costs, the Grantee shall reimburse the County for cost, such as for inspections or soils testing, related to the Grantee's work and reasonably incurred by the County in the administration of such joint construction contracts. Such costs shall be calculated as the direct salary cost of the time of County professional and technical personnel spent productively engaged in such work, plus overhead costs at the standard rate charged by the County on other similar projects, including joint projects with other County agencies.

11. REQUIREMENT OF CONSTRUCTION PERMITS

The Grantee, its successors or assigns, has the right, privilege, and authority to enter the County road rights-of-way for the purpose of operating, maintaining, repairing or construction its transmission and service lines and appurtenances on the condition that it obtains permits approved by the Director and Property Services Division and, when applicable, by the Department of Development and Environmental Services. Applications for work permits shall be presented to the Property Services Division which may require copies of plans, blueprints, cross-sections, or further detailing of work to be done. In the event of an emergency, the Grantee may immediately commence the necessary work and shall apply the next business day for the work permit. Any work done, whether by Grantee, its contractors, or third parties will include necessary paving, patching, grading and any other reasonably necessary repair or restoration to the County road rights-of-way. All work shall be done to the satisfaction of the Director.

All equipment, lines and appurtenances which are used in the operation, maintenance, repair or construction of the Grantee's service and which are located within the County road rights-of-way shall be considered to be part of the Grantee's system and shall be the responsibility of the Grantee.

All permits for the operation, maintenance, repair or construction of said system shall be applied for and given in the name of the Grantee, who will be responsible for all work done under the permit. The Grantee remains responsible whether the work is done by the Grantee, its contractors, or by third parties.

The Grantee shall, at no expense to the County, assume the following obligations with respect to the facilities connected to its system that are within County road rights-of-way and which it does not own, including appurtenant facilities and service lines connecting its system to users:

(a) The Grantee shall apply for, upon request and on behalf of the owner of the facilities, a County right-of-way construction permit for any repairs required for such facilities; provided such owner agrees to reimburse the Grantee for all costs incurred by the Grantee and any other reasonable conditions the Grantee requires as a precondition to applying for the permit. All work to be performed in the County right-of-way shall comply with all conditions of the County permit and all applicable County requirements. The Grantee may at its option perform any part of the repair with its own forces or require the owner to employ a contractor for that purpose, provided such contractor is approved by the County;

(b) In the event that the County determines emergency repair of such facilities is necessary to halt or prevent significant damage to County road rights-of-way or significant threats to the health, safety and welfare of parties other than the owner or the occupants of the building served by such facilities, the Grantee shall take prompt remedial action to correct the emergency to the County's approval, which the County shall not unreasonably withhold;

(c) When the County or its contractor provides notice to the Grantee, pursuant to RCW 19.122, of its intent to excavate within County road rights-of-way, the Grantee shall provide to the County or its contractor the best information available from the Grantee's records or, where reasonable, from the use of locating equipment as to the location of such facilities, including surface markings where these would reasonably be of use in the excavation. If the Grantee fails to make good faith efforts to provide the above information within the deadlines provided by RCW 19.122, the Grantee shall hold the County harmless for all reasonable costs that result from damage to such facilities if such damage occurs as a result of the failure to provide such information. Nothing in this subsection is intended or shall be construed to create any rights in any third party or to form the basis for any obligation or liability on the part of the County or the Grantee toward any third party, nor is anything in this subsection intended to be construed to alter the rights and responsibilities of the parties under RCW 19.122, as amended.

12. RESTORATION OF COUNTY ROAD RIGHTS-OF-WAY

After work on, under or adjacent to County road rights-of-way, the Grantee is responsible for and will leave all County road rights-of-way in as good a condition as they were in before any work was done. In the event that the Grantee, its contractors, or third parties working under permit should fail to restore County road rights-of-way to the satisfaction of the Director, King County may make such repairs or restorations as are necessary to return the County road rights-of-way to its pre-work condition. Upon presentation of an itemized bill for repairs or restorations, including the costs of labor and equipment, the Grantee will pay the bill within thirty (30) days. If suit is brought upon the Grantee's failure to pay for repair and restoration, and if judgment in such a suit is entered in favor of King County, then the Grantee shall pay all of the actual costs, including interest from the date the bill was presented, disbursements, and attorney's fees and litigation related costs incurred.

13. PERFORMANCE OF WORK

The Grantee covenants that in consideration for the rights and privileges granted by this franchise, all work performed by the Grantee on County road rights-of-way shall conform to all County requirements including, but not limited to, the requirements of the current edition of the County Road Standards in force when the work is performed and all traffic control shall also conform to the current edition of the Manual of Uniform Traffic Control Devices in force when the work is performed.

14. BLASTING REQUIREMENTS

The right to operate, maintain, repair and construct Grantee's distribution and service lines and appurtenances granted by this franchise does not preclude King County, its agents or contractors from blasting, grading, or doing other road work to the Grantee's lines and appurtenances. Except in the case of an emergency, the Grantee will be given ten (10) business days written notice of any blasting so that the Grantee may protect its lines and appurtenances. If the Grantee notifies the County within ten (10) business days that the facilities will have to be relocated to protect them from blasting, the County will defer the blasting for up to ninety (90) days from the date of the original notice. In no event will the Grantee be given less than two (2) business days written notice of any blasting. Notification of any excavation shall be provided through the One-Call System as provided by RCW 19.122, as hereinafter amended.

15. SURVEY MARKERS AND MONUMENTS

It shall be the responsibility of the Grantee performing any construction work in the County road rights-of-way to restore any survey markers or monuments disturbed by such construction in accordance with RCW 58.09.130, and as hereinafter amended.

16. ASSIGNMENT

The Grantee shall not have the right to assign this franchise without the consent of the Metropolitan King County Council given by Ordinance. No assignment shall be effective unless an acceptance by the assignee of all rights, conditions, terms, provisions, and responsibilities contained within the franchise, as well as surety bonds which the Council deems necessary to be posted are received. Council approval of the assignment may be made subject to the assignee's acceptance of new or modified terms of the franchise.

17. EXPIRATION AND RENEWAL

To the extent described in Exhibit "A", all rights granted by this franchise to County road rights-of-way outside incorporated Towns and Cities apply to all existing County road rights-of-Way improved and unimproved and to all County road rights-of-way acquired by King County during the term of this franchise.

If the Grantee has initiated a renewal of this franchise before it expires, the County may, at its sole discretion, extend the term of the franchise on a month to month basis for up to one year. Should the County elect to extend the franchise, written notice shall be provided to the Grantee before the franchise expiration date.

If the Grantee has not applied for a renewal of this franchise before it expires, King County has the right to remove or relocate any lines and appurtenances of the Grantee as is reasonably necessary for the public's health, welfare, safety, or convenience including, but not limited to, the safe operation of County roads, franchise holders, or for the construction, renewing, altering, or improving of any County road right-of-way, or for the installation of lines and/or facilities of other franchise holders. Grantee shall be liable for the costs incurred in any removal or relocation of its lines and appurtenances under this section. Costs include the expense of labor and equipment.

Upon expiration of this franchise, the Grantee shall continue to be responsible for the operation and maintenance of existing facilities in the County road rights-of-way until removed, assigned to another franchised utility or abandoned; however, the Grantee shall not have the right to provide additional services or construct new facilities. King County will issue permits required for the repair and maintenance of the existing facilities in accordance with K.C.C. 14.44.055 as amended and Section 11 of this franchise. This section and sections 8, 10-13 and 15 of this franchise shall continue in force until such time as the lines are removed from County road rights-of-way, assigned to another franchised utility, or abandoned in place with the approval of the Manager of the Department of Transportation, Road Services Division.

18. RESERVATION OF RIGHTS

King County specifically reserves for itself the right to impose a utility tax on the Grantee if such taxing authority is granted by State of Washington and the local option is exercised by the King County Council.

King County also specifically reserves the right to exercise authority it has or may acquire in the future to secure and receive fair market compensation for the use of its property, pursuant to an ordinance. If King County elects to exercise such authority, the fair market compensation requirement for Grantee shall be imposed by ordinance not less than one hundred eighty (180) days after written notice ("Compensation Notice") is delivered to the Grantee, said Compensation Notice identifying with specificity the definition, terms and/or formula to be used in determining such fair market compensation. Acceptance of King County's definition terms and/or formula identified in the Compensation Notice will occur if the Grantee accepts in writing within thirty (30) days of receipt of the Compensation Notice; or, if Grantee takes no action in writing within thirty (30) days of receipt of the Compensation Notice; in which case the applicable ordinance that the King County Council passes will be determinative.

Nothing in this section shall be construed as an agreement by the Grantee of King County's right to exercise authority it has or may acquire in the future to secure and receive fair market compensation for the use of property. Nothing in this section shall be construed to prohibit the Grantee from challenging, in King County Superior Court or a court of competent jurisdiction, the legality of such right.

Grantee's rejection of the definition, terms, and/or formula identified in the Compensation Notice will only occur if such rejection is in written form, identifying with specificity the grounds for such rejection, and delivered to King County within thirty (30) days after receipt of the Compensation Notice, in which case the below identified arbitration terms will apply:

(a) The Grantee and King County will select one arbitrator each, and the two selected arbitrators will select a third arbitrator. If the two arbitrators have not selected a third arbitrator within thirty (30) days after the selection of the last selection of the two, either the Grantee or King County may apply to the presiding judge of the King County Superior Court for the appointment of a third arbitrator. The three arbitrators will determine the method for determining the fair market compensation for the County property used by the Grantee. The arbitration procedure employed shall be consistent with the rules and procedures of the American Arbitration Association. The decision of a majority of the arbitrators will bind both the Grantee and King County. At the conclusion of the arbitration, the arbitrators will submit written reports to the Grantee and King County which shall contain all pertinent evidence that led to their conclusion together with an explanation of their reasoning for such conclusion.

(b) The fees of the arbitrators selected by each party shall be paid by that party, and the fees of the third arbitrator shall be paid one-half by the County and the Grantee. The other costs of the proceeding shall be shared equally by the County and the Grantee.

(c) In event that the question of fair market compensation is not resolved prior to the effective date specified by the ordinance authorizing said compensation, the arbitration decision will be applied retroactively to the effective date in the ordinance. The Grantee will pay the retroactive sum plus interest in the amount of twelve percent (12%) per annum.

Nothing in this franchise may be construed to limit the exercise of authority now or later possessed by the County or any other governing body having competent jurisdiction to fix just, reasonable and compensatory rates or other requirements for services under this franchise. Nothing in this section shall be construed to prohibit the Grantee from challenging, in King County Superior Court or a court of competent jurisdiction, the authority of the County or any other governing body to fix rates or other requirements for services.

19. COMPLIANCE WITH LAWS

Grantee shall conform to all applicable federal, state and local laws and regulations including, but not limited to, the State Environmental Policy Act and King County environmental standards and ordinances.

20. NON-DISCRIMINATION CLAUSE

In all hiring or employment made possible or resulting from this franchise agreement, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this agreement on the grounds of sex, sexual orientation, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part, of the agreement by the County and may result in ineligibility for further County agreements.

The Grantee shall make the best efforts to make opportunities for employment and/or contracting services available to women and minority persons. The Grantee recognizes that King County has a policy of promoting affirmative action, equal opportunity and has resources available to assist Grantee in these efforts.

21. PENALTY FOR VIOLATION OF CONDITIONS

If the Grantee shall violate or fail to comply with any of the material terms, conditions, or responsibilities of this franchise through neglect or failure to obey or comply with any notice given the Grantee under the provisions of this franchise or if the Grantee abandons its franchise, the Council may revoke this franchise. King County shall give written notice of its intent to revoke this franchise. A public hearing shall be scheduled within forty-five (45) days following the notification. The decision to revoke this franchise will become effective ninety (90) days following the public hearing if the County, by ordinance, finds:

A. That the Grantee has not substantially cured the violation or failure to comply which was the basis of the notice; or

B. that the violation or failure to comply which was the basis of the notice is incapable of cure; or

C. that the Grantee has repeatedly violated or failed to comply with any of the material terms, conditions, or responsibilities of the franchise, even though the individual violations have been cured; and

D. that the revocation of the franchise is in the public interest.

During the forty-five (45) days following the notification, the Grantee shall have the opportunity to remedy the failure to comply.

22. RIGHT OF APPEAL

Decisions, requirements, or approvals of the Director are binding on the parties to this document. Appeals from the Director's determinations will be made by filing a complaint with the King County Superior Court.

23. SEVERANCE

This franchise gives effect to purposes and uses which are consistent with economical and efficient services rendered in the public interest. If any provision of this franchise, or its application is determined to be invalid by a court of law, then the remaining provisions of this franchise shall continue and remain valid unless the dominant purpose of the franchise would be prevented or the public interest is no longer served.

Revised 07/25/96

FRANCHISE EXTENSION AGREEMENT

RECITALS

WHEREAS, the City of Auburn currently holds water and sewer Franchise 7543 granted by King County, Washington for the operation of its sewer and water system in unincorporated King County; and

WHEREAS, the City of Auburn franchise expired on November 30, 1994; and

WHEREAS, the City of Auburn has requested a renewal of said franchise; and

WHEREAS, a water and sewer franchise was approved by the Council under Ordinance 7543 on May 22, 1989. This extension is for the sewer portion only; and

WHEREAS, the water franchise for that portion of the water system will be incorporated in the franchise for proposed Ordinance No. 96-682, which consolidates all of the City of Auburn water franchises into one franchise agreement; and

WHEREAS, the City of Auburn, King County and the Utilities Technical Review Committee recommend that said franchise be extended until March 1, 1998 to give the City the opportunity to complete and obtain approval of its updated sewer comprehensive plan; and

WHEREAS, no objections have been raised to the granting of this request; and

WHEREAS, King County has approved the extension of this franchise until March 1, 1998 through the passage of Ordinance No. 12473 subject to the conditions contained in the ordinance and this agreement.

NOW, THEREFORE, King County, Washington and the City of Auburn, agree as follows:

1. The terms of King County Water and Sewer Franchise 7543 is hereby approved and extended so that it will now expire on March 1, 1998.
2. All other conditions of King County Water and Sewer Franchise 7543 shall remain in full force and effect and are not modified or amended by this agreement or Ordinance No. _____.

THIS AGREEMENT entered into this 26th day of November, 1996.

CITY OF AUBURN, WASHINGTON

KING COUNTY, WASHINGTON

BY: Charles A. Booth

BY: Ray Liche

TITLE: Mayer

TITLE: _____

DATE: 11-26-96

DATE: October 17, 1996

09/06/96
AUBRNSB2.96/MMc

CHRISTOPHER VANCE
Introduced By: Brian Derdowski
Proposed No: 96-682

ORDINANCE NO. **12473**

AN ORDINANCE approving a franchise for the City of Auburn to construct, operate and maintain water system in Council Districts 7, 9 and 13, and a short term franchise to construct, operate and maintain a sewer system in Council Districts 7, 9 and 13, and authorizing the Executive to execute the franchise agreements.

STATEMENT OF FACTS:

1. The City of Auburn has filed an application for franchises in council districts 7, 9 and 13 to construct, operate and maintain water and sewer systems to serve residential, multi-family and commercial areas in accordance with R.C.W. 36.55.010 and K.C.C. 6.27.

2. The city's comprehensive plan for water was approved on June 17, 1996, by King County Ordinance 12342.

3. The city's sewer plan was approved in 1982. K.C.C. 13.24.110 requires that the sewer plan be updated by the end of 1996, and further, that it be updated every 6 years or that a demonstration be made that the plan is consistent with the 1994 King County Comprehensive Plan. There is no documentation offered to show that such a demonstration has been made.

4. The existing franchises expired in May of this year.

5. The application has been referred to the relevant county departments for review.

6. The King County executive has recommended approval of the franchise.

7. The Utilities Technical Review Committee reviewed and approved the district's franchise, legal description and map on April 26, 1995.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The granting of a franchise to the City of Auburn to construct, operate and maintain a water system within King County is hereby approved for a period of twenty-five years. The granting of a franchise extension to the City of Auburn to construct, operate and maintain a sewer system within King County until March 1, 1998 is hereby approved. The extension period is provided to allow time for the City to demonstrate its compliance with K.C.C. 13.24.110. The King County executive is authorized to enter into and execute the water system franchise and the sewer franchise extension for the terms specified, which by this reference is fully incorporated herein. Said franchises shall

1 include all of the general and special conditions required by the county.

2 SECTION 2. If within 45 days after the granting of this franchise, the applicant shall
3 have failed to sign the written acceptance incorporated herein, then the rights and privileges
4 granted herein shall be forfeited and said franchise shall be null and void.

5 INTRODUCED AND READ for the first time this 19th day of August, 1996.


6 PASSED by a vote of 12 to 0 this 30th day of September, 1996.

7 KING COUNTY, COUNCIL
8 KING COUNTY, WASHINGTON

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Chair

ATTEST:


Clerk of the Council

APPROVED this 14th day of October, 1996.


King County Executive

Attachments:

- A. Franchise Agreement for Water
- B. Franchise Extension for Sewer

1 WHEREAS, the parties hereto desire to enter into a
2 settlement agreement, the express intent of which is to settle
3 all claims and disputes between Auburn and Bonney Lake
4 relating to the provision of water service to Auburn's Pierce
5 County Potential Annexation Area and related water rights
6 issues; and

7 WHEREAS, Bonney Lake and Auburn are both desirous of
8 entering into cooperative arrangements to provide for the
9 efficient and cost-effective provision of water to their
10 customers.

11 NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN,
12 WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HERewith
13 RESOLVES AS FOLLOWS:

14 Section 1. The Mayor and City Clerk of the City of
15 Auburn are herewith authorized to execute the Settlement
16 Agreement between the City and the City of Bonney Lake. A
17 copy of said Settlement Agreement is attached hereto,
18 designated as Exhibit "A" and incorporated by reference in
19 this Resolution.
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21 Section 2. The Mayor is hereby authorized to implement
22 such administrative procedures as may be necessary to carry
23 out the directives of this legislation.

24 DATED and SIGNED this 2nd day of March, 1998.
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CITY OF AUBURN

Charles A. Booth

CHARLES A. BOOTH
MAYOR

ATTEST:

Danielle E. Daskam

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:

Michael J. Reynolds

Michael J. Reynolds,
City Attorney

SETTLEMENT AGREEMENT

CITY OF AUBURN AND CITY OF BONNEY LAKE

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into this 5th day of March, 1998, by and between the **CITY OF AUBURN**, ("Auburn"), a municipal corporation, and the **CITY OF BONNEY LAKE** ("Bonney Lake"), a municipal corporation.

WHEREAS, Auburn and Bonney Lake are currently involved in several related disputes regarding the provision of water service to a development known as Lakeland Hills South ("LHS") within Auburn's currently-designated Pierce County Potential Annexation Area ("PC PAA");

WHEREAS, Auburn is currently seeking to annex a portion of its PC PAA; and

WHEREAS, Bonney Lake is currently opposing said annexation proposal; and

WHEREAS, Bonney Lake has initiated litigation against Auburn in Pierce County Superior Court alleging tortious interference with a contractual relationship; and

WHEREAS, Auburn has threatened legal and/or administrative action with respect to various water rights owned by Bonney Lake; and

Exhibit "A"
Auburn Resolution No. 2925

WHEREAS, Bonney Lake has threatened legal and/or administrative action with respect to various water rights owned by Auburn; and

WHEREAS, the parties hereto desire to enter into a settlement agreement, the express intent of which is to settle all claims and disputes between Auburn and Bonney Lake relating to the provision of water service to Auburn's PC PAA and related water rights issues; and

WHEREAS, Bonney Lake and Auburn are both desirous of entering into cooperative arrangements to provide for the efficient and cost-effective provision of water to their customers.

NOW, THEREFORE, the parties agree as follows:

1. Bonney Lake's claims against Auburn in Pierce County Cause No. 97-2-05212-8 shall be dismissed with prejudice and without costs to either party.

2. Bonney Lake shall withdraw its opposition to Auburn's proposed annexation of a portion of Auburn's PC PAA in Pierce County Boundary Review Board Case No. A-97-5.

3. Auburn recognizes and agrees to Bonney Lake's exclusive right to serve with water all portions of Bonney Lake's water service area as designed by the 1995 Pierce County Coordinated Water System Plan for a period of seven years from the effective date of any Auburn annexation of

any area within such service area. It is understood that Auburn anticipates multiple annexation proceedings regarding such areas. Bonney Lake shall not oppose such annexation proposals, and pursuant to this paragraph, Bonney Lake shall have the exclusive right to serve each annexation area for seven years from the effective date of annexation.

4. Upon the expiration of each seven-year period, or sooner if requested by Bonney Lake, provided for in paragraph 3 with respect to a particular portion of Bonney Lake's water service area, Auburn shall, at its option, have the exclusive right to serve such area with water, subject to the further requirements and conditions contained in paragraphs 5 and 6 of this Agreement.

5. Upon the expiration of each seven-year period, or sooner if requested by Bonney Lake, provided for in paragraph 3 with respect to a particular portion of Bonney Lake's water service area, Bonney Lake shall, at Auburn's option, transfer to Auburn, by bill of sale, all of its ownership rights in water system facilities located within and used to serve such area, with the exception of facilities retained by Bonney Lake in accordance with paragraph 6, below. Auburn shall have no obligation to compensate Bonney Lake for such facilities as are transferred by Bonney Lake pursuant to this Section.

Facilities to be transferred pursuant to this paragraph shall include water pipes, but shall not include source or storage facilities, including but not limited to Bonney Lake's Tacoma Point Wells and Tacoma Point Reservoir, nor those facilities reserved to Bonney Lake under paragraph 6.

6. In contemplation of Auburn's anticipated eventual takeover of water service from Bonney Lake within Auburn's annexation area, and for the purpose of providing Bonney Lake a looped system after Auburn's takeover of water service within its annexed areas hereunder, Auburn shall, prior to the takeover of service within any portion of Bonney Lake's current water service area, construct or cause to be constructed and transfer or cause to be transferred to Bonney Lake, free of charge, future 12" water transmission line as shown on the attached Exhibit A to the southern boundary of Auburn's PC PAA; provided, that in the event the particular alignment shown on Exhibit A shall prove impractical or unavailable, such lines shall be constructed in an alignment as mutually agreed to by the parties. Auburn shall construct or cause these facilities to be constructed and transferred to Bonney Lake without regard to the progress or lack of progress of the development of LHS. Such facilities shall be constructed in accordance with applicable Bonney Lake standards. In addition, Auburn will

not take over water service from Bonney Lake, and Bonney Lake will retain ownership of its water system, within that area shown on Exhibit B, attached hereto. This area will remain part of Bonney Lake's water service area and the facilities serving it will remain part of Bonney Lake's water system in perpetuity, notwithstanding possible annexation of the area by Auburn at any time in the future.

7. Auburn shall guarantee Bonney Lake the right, in perpetuity, to transport water through Auburn's corporate boundaries within Pierce County, in order that Bonney Lake's ability to serve its water service area as recognized in this Agreement is not hindered or rendered impractical. Such guarantee shall be effectuated by the execution of such easements, agreements, franchises, licenses or other documents as are appropriate, on terms that are in no respect less favorable or advantageous to Bonney Lake than those governing the operations of Auburn's own water utility within its corporate limits. Auburn shall not condemn or otherwise interfere with any Bonney Lake water facilities covered by this paragraph or paragraph 8.6 *AKY* *WBB*

8. Neither Auburn nor any of its agents, employees, attorneys or contractors shall challenge, directly, indirectly or through third parties, through legal or administrative proceedings or any other means, Bonney Lake's

existing water rights, including but not limited to Bonney Lake's water rights associated with its Tacoma Point Wells. The rights associated with its Tacoma Point Wells are, specifically, as follows:

- (1) Lake Tapps Water Co. Certificate No. C 2809-A, with a date of priority 1/23/57, for 100gpm and 45af;
- (2) Tacoma Point Well No. 2 Certificate No. C G2-2685^{4-C}~~2~~, with a date of priority of 2/5/86, for 1000gpm and 800af; and
- (3) Tacoma Point Well No. 4 Permit Number G2-27693, with a date of priority of 1/30/90, for 1200gpm and 1600af.

Because of production problems associated with Bonney Lake's current wells at Tacoma Point, Auburn's agreement not to protest or interfere extends to and includes Bonney Lake's drilling of another well or wells at Tacoma Point to achieve full production of its certificated and permitted water rights. It also includes Bonney Lake's effort to proceed to certificate on its permit rights in Tacoma Point Well No. 4, referenced above. Bonney Lake agrees not to seek to increase its water rights in the Tacoma Point well field for any appropriation beyond these permitted/certificated levels. Bonney Lake shall not challenge, directly,

indirectly or through third parties, through legal or administrative proceedings or any other means, Auburn's existing water rights or Auburn's efforts to use those rights in order to serve its PC PAA with water, including any application to permit the withdrawal of water from wells located within LHS commonly known as Lakeland wells 5b and 5c, provided that such rights in Lakeland wells 5b and 5c are supplemental to Auburn's existing rights in wells 5 and 5a. For purposes of this paragraph, the word "challenge" shall include both direct actions, such as the filing of any lawsuit, complaint or letter of protest, as well as indirect actions, such as assisting, facilitating, encouraging or approving any such actions on the part of a third party. Each party will terminate and withdraw any pending challenges to the other's water rights that have been initiated.

Each party expressly reserves the right to challenge any application for new water right or change in water right that is made after the date of this Agreement; provided, that any application for certification of a water right for which a party already holds a permit shall not be deemed an application for new water right or change in water right made after the date of this Agreement.

9. In order to facilitate the practical and efficient provision of water service to the portion of LHS outside Bonney Lake's current water service area, the parties will work together cooperatively to agree on an amendment of their respective water service area boundaries in this area.

10. At such time as either party wishes to pursue the development of additional water source or supply or water storage facilities in the vicinity of LHS, the party will provide notice of same to the other party and the parties will thereupon meet to confer with respect to their respective needs and interests in regard to additional source, supply or storage. Should it appear that the interests of the parties are sufficiently aligned, the parties will mutually agree to join in the development of said additional source, supply or storage facilities, on such terms as the parties may agree are equitable.

11. In the future, at such time as Auburn's water system has been more fully developed in the area of LHS and/or on its common boundary with Bonney Lake's water service area, the parties may agree that it is in their mutual best interests, and the best interests of their respective customers, to enter into an agreement providing for one or more interties between their water systems to be constructed.

12. Each party agrees to sign such documents and to take such actions as are necessary to implement the purpose and intent of this Agreement.

13. Time is of the essence under this Agreement. The terms of this Agreement shall be specifically enforceable by the parties hereto.

14. Each of the individuals signing this Agreement on behalf of a party warrants that he/she has the authority to sign the Agreement and thereby to bind the party on whose behalf he/she signs.

15. This Agreement shall be binding on the heirs, successors and assigns of the parties.

16. This Agreement is designed strictly for the purpose of compromising disputed claims and avoiding the expense and risks of litigation. The Agreement shall be construed according to the fair intent of the language as a whole, and not for or against either party.

17. In the event of any disputes arising out of the implementation or enforcement of this Agreement, the parties agree to submit said disputes first to mediation and, if mediation is unsuccessful, then to binding arbitration in accordance with Ch. 7.04 RCW; provided, however, that each party reserves the right to seek injunctive or other similar equitable relief from a court of competent jurisdiction in

order to preserve the status quo pending any mediation or arbitration or to otherwise protect a right or remedy that might otherwise be lost if such interim relief were not obtained.

18. This Agreement shall not waive Auburn's right to assess and collect any taxes, assessments or fees which it is otherwise authorized under law to assess or collect on any water service; provided, that Auburn's assessment and collection of any such taxes, assessments or fees with respect to any area served with water by Bonney Lake shall be upon the same terms as Auburn's assessment and collection of any such taxes, assessments or fees with respect to areas served with water by Auburn.

CITY OF AUBURN

By: Charles A. Booth
CHARLES A. BOOTH

Its: Mayor

CITY OF BONNEY LAKE

By: Robert R. Roney

Its: MAYOR

EXISTING 6-INCH AND 12-INCH DIAMETER
WATER MAINS, APPURTENANCES, AND
CUSTOMERS ALONG 2ND STREET TO BE
TRANSFERRED TO AUBURN.

EXISTING 6" WATER MAIN IN 182nd AVE
BETWEEN 2nd ST AND 4th ST TO BE
TRANSFERRED TO AUBURN. BONNEY
LAKE TO RETAIN 12" DI WATER MAIN.

TACOMA POINT TANK

TACOMA POINT WELLS

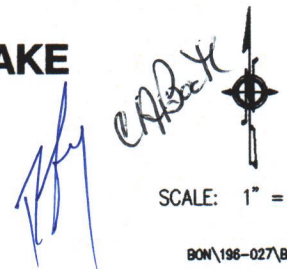
WITHIN EXISTING GAS EASEMENT

EXHIBIT A

CITY OF AUBURN AND CITY OF BONNEY LAKE SETTLEMENT AGREEMENT

LEGEND

- EXISTING BONNEY LAKE WATER MAIN
- PROPOSED 12" DIAMETER WATER MAIN TO BE PROVIDED BY AUBURN
- EXIST. BONNEY LAKE WATER MAIN IN FRANCHISE WITH AUBURN
- EXISTING BONNEY LAKE WATER MAIN TO BE TRANSFERRED TO AUBURN



SCALE: 1" = 1000'

BON\196-027\BL_AB-S2

Res 2925

King County
Pierce County

URBAN GROWTH AREA/WATER
SERVICE AREA BOUNDARY TO
FOLLOW PROPERTY LINES,
CENTERLINE OF RIGHT-OF-WAY,
OR NORTHWEST BOUNDARY OF GAS
LINE EASEMENT AS SHOWN.

NATURAL GAS PIPELINE EASEMENT

EXHIBIT B

**CITY OF AUBURN AND CITY OF BONNEY LAKE
SETTLEMENT AGREEMENT**

AREA TO REMAIN IN BONNEY
LAKE SERVICE AREA IN PERPETUITY.

BONNEY LAKE WATER SERVICE AREA BOUNDARY

SCALE: 1" = 1500'

\\BON\196-027\BL_AB-S1

Res 2925

Handwritten signature

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RESOLUTION NO. 3 0 1 8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SERVICE AREA AGREEMENT BETWEEN THE CITY AND THE CITY OF BONNEY LAKE TO ESTABLISH A BOUNDARY BETWEEN THEIR CONTIGUOUS SERVICE AREA RELATING TO WATER SERVICE.

WHEREAS, Bonney Lake is engaged in the business of providing water service to the public located in certain areas of Pierce County in the State of Washington; and

WHEREAS, the City of Auburn is engaged in the business of providing water service to the public located in certain areas of King and Pierce Counties in the State of Washington; and

WHEREAS, the parties desire to enter into a formal Service Area Agreement to establish a boundary between their contiguous service area in Pierce County in order to avoid any duplication or overlap of water service and to provide the most efficient service to their respective customers; and

WHEREAS, the City of Auburn and the City of Bonney Lake have entered into a Settlement Agreement related to water service to the Lakeland Hills South development in which, according to Section 9, the Cities have agreed to work together cooperatively to facilitate a practical efficient boundary between the two systems.

1 NOW, THEREFORE, THE COUNCIL OF THE CITY OF AUBURN,
2 WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HERewith
3 RESOLVES THAT:

4 Section 1. The Mayor and City Clerk of the City of
5 Auburn are herewith authorized to execute a Service Area
6 Agreement between the City and the City of Bonney Lake to
7 establish a boundary between their contiguous service area
8 relating to water service. A copy of said Agreement is
9 attached hereto, denominated as Exhibit "A" and made a part
10 hereof as though set forth in full herein.

11 Section 2. The Mayor is hereby authorized to implement
12 such administrative procedures as may be necessary to carry
13 out the directives of this legislation.

14 DATED this 7th day of December, 1998.


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17 CITY OF AUBURN

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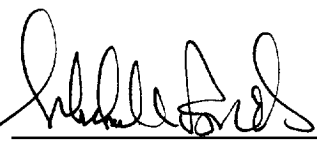
21 CHARLES A. BOOTH
22 MAYOR
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ATTEST:


Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:


Michael J. Reynolds,
City Attorney

SERVICE AREA AGREEMENT

This Agreement, dated December 10, 1998, is made and entered into by and between the City of Bonney Lake, a Washington municipal corporation, ("**Bonney Lake**") and the City of Auburn, a Washington municipal corporation ("**Auburn**").


Whereas, Bonney Lake is engaged in the business of providing water service to the public located in certain areas of Pierce County in the State of Washington. **Auburn** is engaged in the business of providing water service to the public located in certain areas of King and Pierce Counties in the State of Washington, and;

Whereas, the parties desire to enter into a formal service area agreement to so establish a boundary between their contiguous service area in Pierce county in order to avoid any duplication or overlap of water service and to provide the most efficient service to their respective customers, and;

Whereas, The City of Auburn and the City of Bonney Lake have entered into a Settlement Agreement related to water service to the Lakeland Hills South development in which, according to section 9, the Cities have agreed to work together cooperatively to facilitate a practical efficient boundary between the two systems.

Bonney Lake and **Auburn** therefore agree as follows:

1. This Agreement is entered into pursuant to the Pierce County Coordinated Water System Plan which Plan and Appendices are incorporated herein by this reference.
2. The contiguous water service boundary between **Bonney Lake** and **Auburn** is agreed upon by both parties as shown on the attached maps (Exhibit "A") and as described in Exhibit "B", which by this reference are incorporated herein.
3. **Bonney Lake** and **Auburn** may by mutual written amendment(s) to this Agreement make such adjustments to the service boundary as they may mutually agree upon from time to time so that water service to new service locations in close proximity to the service boundary may be provided in an efficient, effective and economical manner. Any such adjustments shall be documented by modifying the attached maps which when so modified and agreed to by the parties shall constitute amendments to this Agreement. Minor adjustments consisting of ten acres or less may be authorized by the Public Works Director or Superintendent of each party.
4. Except as specifically set forth herein, this Agreement shall not modify the Settlement Agreement referenced above.


BOB YOUNG, MAYOR

I certify that I know or have satisfactory evidence that Bob Young was the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the **MAYOR** of the **CITY OF BONNEY LAKE** to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

Mona R. Winsgrave
Notary Public in and for the State of Washington
residing at Bonney AK
My appointment expires 9-1-2002

Exhibit "B"

LEGAL DESCRIPTION FOR PROPOSED AUBURN/BONNEY LAKE WATER SERVICE AREAS OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 5 EAST OF W.M., PIERCE COUNTY, WASHINGTON;
LINE DESCRIBED AS THE BORDER BETWEEN THE CITY OF AUBURN AND BONNY LAKE WATER SERVICE AREAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTH QUARTER CORNER OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 5 EAST; THENCE NORTH $01^{\circ}12'59''$ EAST A DISTANCE OF 713.61 FEET TO THE NORTHERLY MARGIN OF LAKE TAPPS PARKWAY EAST;
THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTH LINE OF SAID PARKWAY, NORTH $71^{\circ}22'39''$ WEST A DISTANCE OF 440.58 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS POINT BEARING NORTH $18^{\circ}37'21''$ EAST A DISTANCE OF 960.00 FEET;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $11^{\circ}22'29''$, AN ARC DISTANCE OF 190.59 FEET;
THENCE LEAVING SAID MARGIN NORTH $01^{\circ}28'45''$ WEST A DISTANCE OF 2,629.81 FEET;
THENCE NORTH $58^{\circ}56'04''$ EAST A DISTANCE OF 532.96 FEET;
THENCE NORTH $37^{\circ}29'20''$ EAST A DISTANCE OF 178.29 FEET;
THENCE NORTH $49^{\circ}21'27''$ EAST A DISTANCE OF 410.04 FEET TO A POINT OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS POINT BEARING NORTH $49^{\circ}37'08''$ EAST HAVING A DISTANCE OF 454.00 FEET;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $27^{\circ}21'25''$ AN ARC DISTANCE OF 216.77 FEET;
THENCE SOUTH $67^{\circ}44'15''$ EAST A DISTANCE OF 47.08 FEET TO A POINT OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS POINT BEARING SOUTH $69^{\circ}16'55''$ EAST A DISTANCE OF 927.50 FEET THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $10^{\circ}09'01''$ AN ARC DISTANCE OF 164.31 FEET;
THENCE SOUTH $10^{\circ}34'04''$ WEST A DISTANCE OF 163.57 FEET;
THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTH LINE OF LOT G OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE #9808310329, NORTH $75^{\circ}13'36''$ EAST A DISTANCE OF 548.99 FEET TO THE EASTERLY LINE OF LOT G;
THENCE NORTH $11^{\circ}28'56''$ WEST A DISTANCE OF 56.64 FEET TO THE SOUTHERLY LINE OF LOT B PER SAID BOUNDARY LINE ADJUSTMENT;
THENCE NORTH $75^{\circ}13'36''$ EAST A DISTANCE OF 560.63 FEET TO THE WESTERLY MARGIN OF LAKELAND HILLS WAY S.E.;
THENCE NORTH $14^{\circ}46'24''$ WEST A DISTANCE OF 138.04 FEET;
THENCE LEAVING SAID WESTERLY MARGIN NORTH $75^{\circ}13'36''$ EAST A DISTANCE OF 63.00 FEET TO THE EASTERLY MARGIN OF LAKELAND HILLS WAY S.E.;
THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID MARGIN NORTH $14^{\circ}46'24''$ WEST A DISTANCE OF 353.16 FEET TO THE BEGINNING OF A

CURVE TO THE LEFT HAVING A RADIUS POINT BEARING SOUTH $75^{\circ} 13' 36''$ WEST A DISTANCE OF 545.67 FEET;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $19^{\circ} 07' 09''$ AN ARC DISTANCE OF 182.08 FEET TO THE POINT OF A CURVE TO THE RIGHT HAVING A RADIUS POINT BEARING NORTH $60^{\circ} 27' 56''$ EAST A DISTANCE OF 35.00 FEET;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $84^{\circ} 32' 04''$ AN ARC DISTANCE OF 51.64 FEET; THENCE NORTH $55^{\circ} 00' 00''$ EAST A DISTANCE OF 208.52 FEET; THENCE NORTH $53^{\circ} 05' 27''$ EAST A DISTANCE OF 150.08 FEET;
THENCE NORTH $55^{\circ} 00' 00''$ EAST A DISTANCE OF 166.23 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS POINT BEARING NORTH $35^{\circ} 00' 00''$ WEST A DISTANCE OF 430.00 FEET;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $37^{\circ} 44' 40''$ AN ARC DISTANCE OF 283.27 FEET TO THE POINT OF A CURVE TO THE LEFT HAVING A RADIUS POINT BEARING NORTH $72^{\circ} 44' 00''$ WEST A DISTANCE OF 1,030.00 FEET;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $00^{\circ} 56' 13''$ AND AN ARC DISTANCE OF 16.84 FEET TO THE NORTHERLY SECTION LINE OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 5 EAST;
THENCE ALONG THE NORTH LINE OF SECTION 6 SOUTH $88^{\circ} 34' 43''$ EAST A DISTANCE OF 808.23 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6 TERMINUS OF SAID BOUNDARY

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WHEREAS, by Resolution No. 2925 the City of Auburn
approved an agreement with Bonney Lake on water service; and

WHEREAS, the Lakeland PUD in Pierce County is located in the Bonney Lake water service area as defined in the 1995 Pierce County Coordinated Water System Plan; and

WHEREAS, by separate agreement The Lakeland PUD in Pierce County is served by the Auburn Fire Department, as agreed in Section 16 of the Amendment to the Lakeland Annexation and Utilities Agreement, Resolution No. 2955, and the Lakeland Annexation and Utilities Agreement, Ordinance No. 4867; and

1 **WHEREAS**, the City of Auburn's minimum fire flow service
2 standard is 2500 gpm for 3 hours with residual pressure of 20
3 psi, as defined in the 1995 Comprehensive Water Plan and
4 amended in 1997 by Ordinance No. 5051; and

5 **WHEREAS**, TLC desires to build Multi-Family Developments
6 Division 1 Phase 4 (1P4) and Lots 5, 6, and 7, hereinafter
7 referred to as the "Multifamily Development Area", in the
8 immediate future, within the Lakeland PUD in the Bonney Lake
9 Water Service Area; and

10 **WHEREAS**, TLC has requested Bonney Lake enter into an
11 agreement with the City of Auburn to provide an emergency
12 intertie for fire flow in order that TLC's development meet
13 AUBURN's fire flow service standards; and

14 **WHEREAS**, Bonney Lake is unable at this time to meet
15 AUBURN's fire flow requirements and desires to enter into an
16 agreement for an emergency intertie for fire flow for the
17 proposed Lakeland Company "Multifamily Development Area"; and

18 **WHEREAS**, the City of Auburn's water service area abuts
19 BONNEY LAKE's water service area, and Auburn's system has
20 adequate infrastructure to provide the emergency intertie for
21 fire flow protection to the "Multifamily Development Area";
22 and
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1 **WHEREAS**, AUBURN is willing to provide emergency fire flow
2 to TLC's proposed "Multifamily Development Area", in
3 consideration of Lakeland's agreement to pay to the City of
4 Auburn a fire flow development charge; and

5 **WHEREAS**, TLC, pursuant to a separate agreement, has
6 agreed to compensate the City of Auburn for Auburn's providing
7 to Bonney Lake, pursuant to this agreement, an intertie for
8 emergency fire flows to the proposed "Multifamily Development
9 Area".

10
11 NOW, THEREFORE, THE COUNCIL OF THE CITY OF AUBURN,
12 WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HERewith
13 RESOLVES THAT:

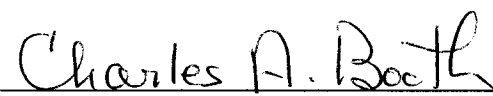
14 **Section 1.** The Mayor and City Clerk of the City of
15 Auburn are herewith authorized to execute an Emergency Fire
16 Flow Protection Agreement between the City and the City of
17 Bonney Lake. A copy of said Agreement is attached hereto,
18 denominated as Exhibit "A" and made a part hereof as though
19 set forth in full herein.

20 **Section 2.** The Mayor is hereby authorized to implement
21 such administrative procedures as may be necessary to carry
22 out the directives of this legislation.
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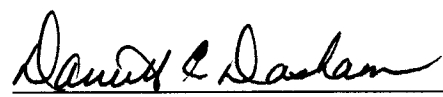
DATED this 7th day of December, 1998.

CITY OF AUBURN



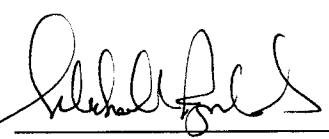
CHARLES A. BOOTH
MAYOR

ATTEST:



Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Michael J. Reynolds,
City Attorney

EMERGENCY FIRE FLOW PROTECTION AGREEMENT

City of Auburn and the City of Bonney Lake

THIS AGREEMENT made and entered into by and between the City of Auburn, hereinafter referred to as "AUBURN" and the City of BONNEY LAKE, hereinafter referred to as "BONNEY LAKE".

WITNESSETH:

WHEREAS, By Resolution 2925 AUBURN approved an agreement with BONNEY LAKE on water service, and

WHEREAS, By unanimous adoption at the March 2, 1998 Council Workshop, BONNEY LAKE approved an agreement with AUBURN on water service, and

WHEREAS, the Lakeland PUD in Pierce County is located in the BONNEY LAKE water service area as defined in the 1995 Pierce County Coordinated Water System Plan, and

WHEREAS, in the Lakeland Annexation and Utilities Agreement, Ord. 4867, and Amendment to the Lakeland Annexation and Utilities Agreement, Res. 2955, The Lakeland Company, hereinafter referred to as TLC agreed to comply with AUBURN's urban service standards, and

WHEREAS, by separate agreement The Lakeland PUD in Pierce County is served by the AUBURN Fire Department, as agreed in Section 16 of the Amendment to the Lakeland Annexation and Utilities Agreement, Res. 2955, and the Lakeland Annexation and Utilities Agreement, Ord. 4867, and

WHEREAS, AUBURN's minimum fire flow service standard is 2500 gpm for 3 hours with residual pressure of 20 psi, as defined in the 1995 Comprehensive Water Plan and amended in 1997 by Ordinance 5051, and

WHEREAS, TLC desires to build Multi-Family Developments Division 1 Phase 4 (1P4) and Lots 5, 6, and 7, hereinafter referred to as the "MULTIFAMILY DEVELOPMENT AREA", in the immediate future, within the Lakeland PUD in the BONNEY LAKE Water Service Area,

WHEREAS, TLC has requested BONNEY LAKE enter into an agreement with AUBURN to provide an emergency intertie for fire flow in order that TLC's development meet AUBURN's fire flow service standards, and

WHEREAS, BONNEY LAKE is unable at this time to meet AUBURN's fire flow requirements and desires to enter into an agreement for an emergency intertie for fire flow for the proposed Lakeland Company "MULTIFAMILY DEVELOPMENT AREA", and

WHEREAS, AUBURN's water service area abuts BONNEY LAKE's water service area, and AUBURN's system has adequate infrastructure to provide the emergency intertie for fire flow protection to the "MULTIFAMILY DEVELOPMENT AREA", and

WHEREAS, AUBURN is willing to provide emergency fire flow to TLC's proposed "MULTIFAMILY DEVELOPMENT AREA", in consideration of Lakeland's agreement to pay to AUBURN a fire flow development charge, and

WHEREAS, TLC, pursuant to a separate agreement, has agreed to compensate AUBURN for AUBURN's providing to BONNEY LAKE, pursuant to this agreement, an intertie for emergency fire flows to the proposed "MULTIFAMILY DEVELOPMENT AREA", and

NOW THEREFORE, IT IS MUTUALLY AGREED as follows:

1. In the event a fire flow emergency occurs within the Lakeland South Multi-Family Developments of Division 1 Phase 4 (1P4) and Lots 5, 6, and 7, hereinafter referred to as the "MULTIFAMILY DEVELOPMENT AREA", requiring fire flows beyond what the BONNEY LAKE System can deliver, the AUBURN Fire Chief, or his/her designee, is hereby authorized to open the valve in the water main between the two systems to provide the required fire flow.
2. The authorization granted in section 1 above herein is intended to serve as emergency fire flow protection for the "MULTIFAMILY DEVELOPMENT AREA", only. Water shall not be withdrawn from the AUBURN Water System for any other purpose than that described in section 1, without prior written approval from AUBURN.
3. A fire flow emergency is defined as a fire event that requires fire flow capacity beyond that which the BONNEY LAKE System is able to provide as required under AUBURN's 1995 Comprehensive Water Plan and amended in 1997 by Ordinance 5051, to the "MULTIFAMILY DEVELOPMENT AREA".
4. In the event if it becomes necessary for the AUBURN Fire Chief or his/her designee to open the valve as described in the above sections no fees will be charged to BONNEY LAKE for water consumed.
5. This agreement does not authorize or permit AUBURN to utilize water from the BONNEY LAKE Water System.

6. This agreement shall terminate when BONNEY LAKE provides documentation that demonstrates to AUBURN that infrastructure has been developed to meet AUBURN's urban service standards for fire flow.
7. Each participant agrees to defend, indemnify and hold harmless the other participant from and against any liability, loss, cost, damage, or expense of any kind and nature arising out of injury to person or damage to property in any manner caused by the negligent act or omission of the indemnifying individual participant in performance of its work pursuant to in connection with this agreement.
8. Should a dispute arise between the parties that cannot be resolved satisfactorily, a mediator mutually acceptable to the parties shall resolve the dispute through the use of mediation at equal cost to each party. Should the parties not be able to satisfactorily resolve the dispute through mediation, the forum for resolution shall be Pierce County Superior Court. The prevailing party will be entitled to attorney fees and costs.
9. If any provision of this agreement shall be unenforceable or invalid for any reason, the remaining sections shall be in force and effect.
10. In the event TLC fails to make payment as provided in its Emergency Fire Flow Protection Agreement with AUBURN, AUBURN is under no obligation to provide emergency fire flow to BONNEY LAKE for the MULTI-FAMILY DEVELOPMENT AREA.

1. *Phragmites australis* (Cav.) Trin. ex Steud.
 2. *Scirpus americanus* (L.) Pers.
 3. *Spartina patens* (Muhl.) B. & P.
 4. *Spartina patens* (Muhl.) B. & P.
 5. *Spartina patens* (Muhl.) B. & P.
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 8. *Spartina patens* (Muhl.) B. & P.
 9. *Spartina patens* (Muhl.) B. & P.
 10. *Spartina patens* (Muhl.) B. & P.

Charles A. Booth

ATTEST:

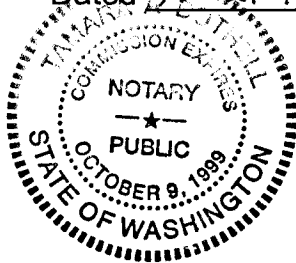
Donald E. Daskam

APPROVED AS TO FORM:

Michael J. Burke

STATE OF WASHINGTON) ss.
County of King)

Dated 1/21-98



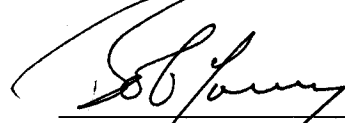
Jamara A Bothell

Tamara A. Bothell

Notary Public in and for the State of Washington
residing at King Co

My appointment expires 10-9-99

CITY OF BONNEY LAKE


BOB YOUNG, MAYOR

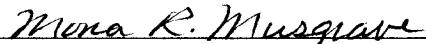
STATE OF WASHINGTON)

) ss.

County of Pierce)

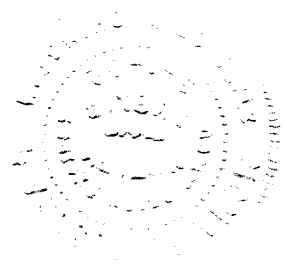
I certify that I know or have satisfactory evidence that Bob Young was the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the **MAYOR** of the CITY OF BONNEY LAKE to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

Dated 12-10-98



Notary Public in and for the State of Washington
residing at Bonney Lake

My appointment expires 9-1-2002



LM/bd

REF. H:/FAC/FAC2385/E98-1268

RESOLUTION NO. 3 1 9 0

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 1 TO THE BILATERAL COMPLIANCE AGREEMENT BETWEEN THE CITY AND THE STATE DEPARTMENT OF PUBLIC HEALTH.

WHEREAS, the City entered into a Bilateral Compliance Agreement in 1996, which identified a step plan to meet the provisions of the Lead and Copper Rule of the Safe Drinking Water Act; and

WHEREAS, the step plan must be expanded to include treatment for Well 6 and Well 7, as they are supplemental supply for the City's water system; and

WHEREAS, it has been determined the timeline for completion of the project must be expanded to account for the development of the new wells;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HEREWITH RESOLVES THAT:

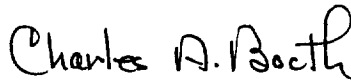
SECTION 1. The Mayor and City Clerk of the City of Auburn, Washington, are herewith authorized to execute Amendment No. 1 to the Bilateral Compliance Agreement between the City of Auburn and the State Department of Health, including treatment for Well 6 and Well 7 and modifying

the timeline for the treatment facility to be operational. A copy of said Amendment is attached hereto and denominated as Exhibit "A".

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

DATED and SIGNED this 6TH day of March, 2000.

CITY OF AUBURN



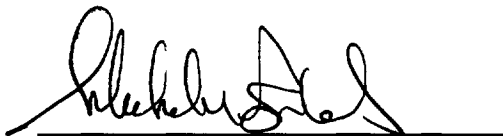
CHARLES A. BOOTH
MAYOR

ATTEST:



Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Michael J. Reynolds,
City Attorney

BILATERAL COMPLIANCE AGREEMENT Amendment No. 1

Water System Name: City of Auburn Water System

Subject: Compliance with the Lead and Copper Rule, Chapter 246-290-WAC

The following compliance agreement is hereby established between the Department of Health (hereafter, Department), and City of Auburn Water System (hereafter, City).

The Department and the City agree on the following corrosion control issues, approaches and schedules:

1. Auburn has slightly exceeded the copper action level at the 90th percentile per the Lead and Copper Rule (1.5 and 1.57 mg/L copper at 90th percentile compared to standard of 1.3 mg/L copper for medium size systems).
2. The best utility system approach is to adjust the pH of the water in the distribution system to reduce corrosiveness towards copper, and may include other appropriate measures such as replacement of susceptible materials, changes to electrical grounding practices, etc.
3. Corrosion control optimization is realized when the elevated pH levels will have caused the following:
 - Copper levels are reduced and maintained below the action level of 1.3 mg/L at the 90th percentile (see items 4 and 5 for clarifications);
 - No significant adverse impacts of the treatment on bacteriological quality in the distribution system;
 - No significant adverse impacts of the treatment on domestic customer satisfaction (e.g., red water due to disturbances in unlined cast irons); and
 - No significant adverse impact on commercial and industrial customers, health care facilities, and wastewater facilities.

Any significant adverse impacts occurring as a result of corrosion control will be investigated and documented along with possible mitigation measures in a report prepared by the City and submitted to DOH.

4. The 90th percentile copper level will be calculated using the original 60 monitoring sites per the Lead and Copper Rule plus an estimated 30 additional monitoring sites in the vicinity of untreated sources. Results of all analyses of samples from all monitoring sites in the system will be evaluated in one sampling pool to determine Lead and Copper Rule Compliance. The limits of the zones surrounding untreated sources are depicted on Exhibit 1.
5. Untreated sources of supply will be sampled within the limits of the zones of influence using the number of connections and the population of the zone and a factor of 2.5 people per connection as a conversion factor as follows:

Population	Number of Sample Sites
<100	5
101—500	10
501—3,300	20
3,301—10,000	40

Sample sites will be selected per the Lead and Copper Rule. Any previous monitoring sites in the untreated zones of influence will be retained and can be used in lieu of a new site.

6. Treatment is anticipated in 4 stages at this time.

Source	Stage
Coal Creek Springs, plus blending of well (#4)	1
Well #2, 6 and 7	1
Well #1	To be determined.
Well #4	2. if needed
West Hill Springs	3, if needed
Wells 5 and 5A (Lakeland Hills)	No treatment. Monitoring indicates supply is not corrosive.
Wells 3Aand3B	To be determined.
Future Sources	To be determined.

7. Monitoring will be conducted after each stage to determine if optimization is achieved. If optimization is achieved, no further treatment stages are needed. If optimization is not achieved, the City plans to proceed to next stage with Department approval.

8. Schedule for Stage 1.

Project Schedule for Stage 1	Date
Submit Lead and Copper Compliance Report DOH July 1, 1995 – Schedule Met	July 19, 1995
Finalized BCA (assumed start)	October 7, 1996
Submit 30% Design Reports for Coal Creek and Fulmer Field to DOH	October -- 1999
DOH Approval of 30 % Design Reports	Pending
BCA Amendment No. 1	March 20, 2000
Submit Final Plans and Specifications	September 15, 2000
DOH Approval of the Final Plans and Specifications	October 12, 2000
Complete Construction of Facilities	July 18, 2002
Monitoring Report - 2 Rounds	July 17, 2003
Submit Report to Determine if System is Optimized	October 23, 2003

9. If the Lead and Copper Rule is amended or changed, the Department and City will review the changes and their effects on the City, and if needed, will jointly renegotiate this agreement.

The City of Auburn agrees to perform the following:

Submit a project report and construction documents. In accordance with WAC 246-290-110 and 120 submit for review and approval a project report (Predesign Engineering Report) and construction documents (plans and specifications) for the installation of the corrosion control treatment equipment approved by the Department.

Construct corrosion control treatment facilities. Complete the installation of Stage 1 corrosion control treatment facilities in accordance with Department approved construction documents prior to July 18, 2002.

Monitor water quality parameters. Monitor water quality parameters in accordance with Title 40 CFR Chapter 1 Part 141.87(c), (d), and (e) beginning on July 19, 2002.

Monitor tap water quality for lead and copper. Monitor tap water quality in accordance with Title 40 CFR Chapter 1 Part 141.86 (d) and complete two six-month monitoring compliance periods prior to July 19, 2003.

Well #4. Discharge Well #4 into Reservoir #1 for blending under normal operating procedures. Monthly production records will be kept to document where the water is directed and made available to the Department upon request. Department will allow Well No. 4 to be discharged directly into the distribution system should distribution system pressure drop below 35 psi during an emergency (fire, main break, etc.).

Optimization Report. Prepare and submit an optimization report that addresses copper monitoring results, any significant adverse effects that may reasonably be associated with corrosion control, any copper staining incidents that occur in the untreated zones of influence, and any copper staining or corrosion incidents in new construction. The report will document what action the City plans to take to address these occurrences. Further, the optimization report will recommend a pH operating range for optimization and will recommend if Stage 2 treatment needs to be implemented.

The Department of Health agrees to:

Concur with Optimization. The Department agrees that optimization is achieved, that Auburn will be considered in compliance with the LCR, and that no further stages of implementation will be required when the following conditions are met.

- Copper levels are reduced and maintained below the action level of 1.3 mg/L at the 90th percentile (see items 4 and 5 for clarifications);
- No significant adverse impacts of the treatment on bacteriological quality in the distribution system;
- No significant adverse impacts of the treatment on domestic customer satisfaction; and
- No significant adverse impact on commercial and industrial customers, health care facilities, and wastewater facilities.

The Department will also consider the Optimization Report in determining compliance with the LCR.

Defer enforcement. The Department shall not initiate any enforcement actions for violations of the Lead and Copper Rule as long as the conditions of this agreement are being met.

Renegotiate agreement. The Department will negotiate the level of activity or the schedules in this agreement if requested by the City.

Terminate agreement. The Department agrees to terminate this agreement within 30 days upon request by the City.

All documents or reports required by this agreement, questions about compliance and request to modify this agreement shall be directed to DOH—Northwest Drinking Water Operations, 1511 3rd Avenue, Suite 719, Seattle, Washington 98101.

CITY OF AUBURN

Charles A. Booth

Charles A. Booth, Mayor

Date 3-6-2000

ATTEST:

Danielle E. Daskam

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Michael J. Reynolds

Michael J. Reynolds, City Attorney

WASHINGTON STATE DEPARTMENT HEALTH

BY: Robert E. James
Authorized Signature

Robert E. James
Print or Type Name

TITLE: Regional Engineer

Date February 14, 2000

Phone (206) 464-7671

LRM/bd

REF. H:\PROJ\PR629-21\E00-133

RECEIVED

FEB 14 2000

NW DRINKING WATER

Exhibit 1
Auburn Water System
Limits of Zones of Influences for Untreated Sources

RESOLUTION NO. 3374

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, REPEALING RESOLUTION NO. 3358 AND THE AUTHORIZATION THEREFOR AND APPROVING THIS RESOLUTION NO.3374 AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN EMERGENCY WATER SYSTEM INTERTIE AGREEMENT BETWEEN THE CITY OF AUBURN AND THE CITY OF KENT.

WHEREAS, Resolution No. 3358 authorizing the execution of an Emergency Water System Intertie Agreement was approved by the City Council on June 18, 2001; and

WHEREAS, the Emergency Water System Intertie Agreement attached as Exhibit "A" to Resolution No. 3358 was a draft of the final Emergency Water System Intertie Agreement agreed to by Auburn and Kent; and

WHEREAS, changes were made by both parties to the draft agreement attached to Resolution No. 3358 that were intended to be in the agreement executed by both parties; and

WHEREAS, pursuant to RCW 35A.11.040, Auburn and Kent have legal authority to exercise their powers and perform any of their functions as set forth in RCW 39.34; and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, Auburn and Kent have legal authority to cooperate with other localities on the basis of mutual advantage and provision of services; and

WHEREAS, the City of Auburn and the City of Kent currently have an emergency water system intertie; and

WHEREAS, the existing intertie station is going to be removed and relocated as part of the South 277th Street Improvement project; and

WHEREAS, a temporary emergency water system intertie will be constructed and available for use during the South 277th Street Improvement project; and

WHEREAS, an agreement outlining the design, construction and operation of the temporary and permanent emergency water system intertie is needed.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HEREWITH RESOLVES THAT:

Section 1. Pursuant to RCW 39.34, the Interlocal Cooperation Act, Auburn and Kent have legal authority to cooperate with other localities on the basis of mutual advantage and provision of services.

Section 2. The Mayor and City Clerk of the City of Auburn are herewith authorized to execute the Emergency Water System Intertie Agreement which was agreed to between the City and the City of Kent. A copy of said Agreement is attached hereto, denominated as Exhibit "A" and made a part hereof as though set forth in full herein.

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

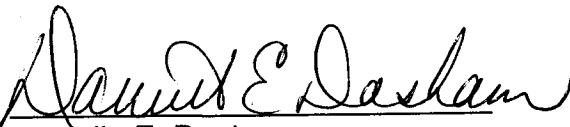
DATED this 16th day of August, 2001.

CITY OF AUBURN



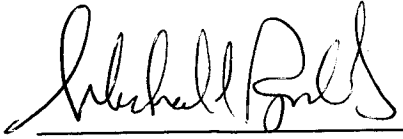
CHARLES A. BOOTH
MAYOR

ATTEST:

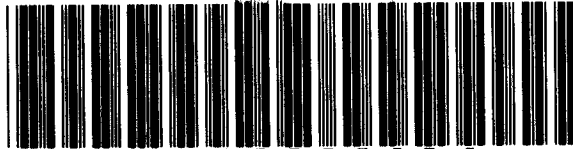


Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Michael J. Reynolds,
City Attorney



20011023000194

PACIFIC NW TIT AG
PAGE 001 OF 005
10/23/2001 09:12
KING COUNTY, WA

12.00

DEC 10 2001
CITY OF AUBURN
CITY CLERK

Return Address:
Auburn City Clerk
City of Auburn
25 West Main St.
Auburn, WA 98001

RECORDER'S COVER SHEET

Document Title(s) (or transactions contained therein):

1. EMERGENCY WATER SYSTEM INTERTIE AGREEMENT (RES 3374)

Reference Number(s) of Documents assigned or released:

5112

☐ Additional reference #'s on page _____ of document

FILED BY PNWT

61295-12

Grantor(s) (Last name first, then first name and initials)

1. Auburn, City of

Said documents were filed to
record by the City of Auburn. Only a
recommendation only. It has not been
examined as to proper execution of
the instrument upon file.

Grantee: (Last name first)

1. Kent, City of

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)

N/A Government Interlocal

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

N/A Government Interlocal

☐ Assessor Tax # not yet assigned

2001 102 3000194

EMERGENCY WATER SYSTEM INTERTIE AGREEMENT
Kent/Auburn Intertie Agreement No. 1

THIS AGREEMENT made and entered into by and between the City of Auburn, hereinafter referred to as Auburn, and, the City of Kent, hereinafter referred to as Kent, for the purposes of planning, designing, constructing, maintaining, and operating an emergency system intertie between the respective parties,

WITNESSETH:

WHEREAS, both Cities have water facilities in the vicinity, and

WHEREAS, both Cities can increase fire protection and emergency water supply reliability for their customers, and

WHEREAS, the Cities are willing to provide the necessary services to increase fire fighting and emergency supply reliability upon the terms and conditions set forth herein,

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. The emergency water system intertie is intended to be operated manually as a two way emergency supply between the Auburn and Kent Systems. The intertie facility shall be located near South 277th Street at the Water Service Area Boundaries between the two cities. An existing intertie located at B Street NE and South 277th Street will be replaced with a temporary metering station and eventually a permanent metering station. Final location and configuration of the facilities shall be determined at the time of final design.
2. The emergency water system intertie shall be operated only in the event of an emergency. For purposes of this agreement, an emergency shall be defined as resulting from a water shortage, a major water line break, fire demand, contamination to the water supply system, mechanical equipment failure, electrical equipment failure or Puget Sound Energy facility failure, or any other agreed upon emergency within the water supply system.
3. Auburn has acquired the right of way for the metering station and Kent will design and administer the contract for the construction of the temporary facilities within the right of way acquired by the City of Auburn. The permanent facilities will be constructed as part of the South 277th Street Improvement Project. All of the facilities will be designed and constructed in accordance with reasonably accepted water utility standards for similar municipal water utilities. Auburn will own and maintain the piping, interior

2001 102 3000194

equipment, emergency meter and interior appurtenances, and all piping up to the Kent side of the vault for both the temporary and permanent metering stations.

4. Upon completion of construction, Auburn will transfer ownership of all exterior appurtenances, and all piping which is located on the Kent side of the vault, to Kent. Kent will own and maintain the exterior appurtenances and all piping on Kent's side of the vault.
5. Each City will each have unlimited access to the vault via a dual padlock or ownership of keys to the vault.
6. Each City will operate the respective normally locked valve inside of the vault. Auburn will solely unlock and operate the locked valve on Auburn's side of the meter and Kent will solely unlock and operate the locked valve on Kent's side of the meter.
7. The procedure for operating the intertie in the event of such emergency shall be as follows:
 - A. Each City shall determine that an emergency of sufficient magnitude has occurred which warrants the need to request that the intertie be activated.
 - B. The Public Works Director or appointed person or authorized personnel shall provide a verbal request to the other City's Public Works Director or appointed person. Upon agreement that an emergency exists which shall allow for the intertie to be opened, the intertie will be activated as soon as reasonably possible. Both Cities' personnel shall be present at the vault to open the valves to activate the facility.
 - C. The City requesting the activation shall provide a written confirmation of the request not less than 24 hours after the verbal request, or on the first day of normal business after the verbal request.
 - D. The intertie shall remain activated until the City requesting activation determines that the need for activation of the emergency intertie has ceased and shall request in writing to close the intertie.
 - E. In case of emergency or whenever the public health, safety, or the equitable distribution of water so demands, the City supplying the water may change, reduce or limit the time for or temporarily discontinue the supply of water without notice; water service may be temporarily interrupted, limited for purposes of making repairs,

2001 102 3000194

extensions or doing other necessary work; and the City supplying the water shall not be responsible for any damage resulting from interruption, change or failure of the water supply, and the City receiving the water (City requesting activation) shall save and hold harmless the City supplying the water from any loss, damages or suites to or by customers of the City receiving the water resulting from interruption, change or failure of water supply provided by this Agreement, except damages arising out of the City supplying the water's negligence. Prior to a planned interruption or limiting of service, the City supplying the water will notify the City receiving the water of such not less than three days prior to the service disruption. The City supplying the water agrees to use best efforts and reasonable diligence to notify the City receiving the water as soon after it becomes aware of the need for service disruption and further will, to the extent practical, limit the service disruption to daylight hours.

8. Auburn shall read the meter upon activation and upon deactivation of the intertie. The city supplying the water shall verify the information and shall then calculate and invoice the other City for the water used during the request. The invoice shall be calculated by the total water used during the event. The rate shall be at the current Auburn or Kent Wholesale Rate depending on which city is supplying the water. This shall be complete payment for the water, labor, and administration of activating the intertie.
9. The total project costs shall include costs for consulting design service, and construction. These costs shall be paid for by the City of Kent. The project costs shall be reviewed and agreed upon by Public Work Directors of both Cities at the beginning and end of each stage described above. Each City is responsible for associated staff, administration and legal costs associated with the implementation of the agreement.
10. To the extent allowed by law, the City of Kent shall defend, indemnify, and hold harmless the City of Auburn, its elected officials, employees and agents from and against any and all suits, claims, actions, losses, costs, expenses of litigation, attorney's fees, penalties and damages of whatsoever kind or nature arising out of or in connection with or incident to an act or omission of the City of Kent, its employees, agents, and contractors in the performance of the City of Kent's obligations under the Agreement and this Amendment. This indemnification provision shall include, but is not limited to, all claims against the City of Auburn by an employee or former employee of the City of Kent or its contractors and, as to such claims, the City of Kent expressly waives all immunity and limitation of liability under Title 51 RCW.

2001 102 3000194

To the extent allowed by law, the City of Auburn shall defend, indemnify and hold harmless the City of Kent, its elected officials, employees and agents from and against any and all suits, claims, actions, losses, costs, expenses of litigation, attorney's fees, penalties, and damages or whatsoever kind or nature arising out of, in connection with or incident to an act or omission of the City of Auburn, its employees, agents, and contractors in the performance of the City of Auburn's obligations under this Agreement. This indemnification obligation shall include, but is not limited to, all claims against the City of Kent by an employee or former employee of the City of Auburn or its contractors and, as to such claims, the City of Auburn expressly waives all immunity and limitation of liability under Title 51 RCW.

11. This Agreement shall remain in force until terminated by either party hereto upon 60-days written notice to the other party. Any project costs, incurred up to the date of such notice, as described herein, shall be shared in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

CITY OF AUBURN
King County, Washington

By: Charles A. Barth 08-07-01
Mayor Date

Approved as to form:

By: [Signature] 7/17/01
City Attorney Date

CITY OF KENT
King County, Washington

By: [Signature]
Mayor Date 8-29-01
JIM WHITE

Approved as to form:

By: [Signature] 8-29-01
Asst. City Attorney Date
Simon Stocker

RESOLUTION NO. 3383

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO PERFORM THE NECESSARY ADMINISTRATIVE MEASURES TO APPROVE AUBURN'S WITHDRAWAL FROM THE EXISTING SOUTH KING COUNTY REGIONAL WATER ASSOCIATION JOINT OPERATING AGREEMENT, DATED OCTOBER 8, 1996, AND TO INDICATE AUBURN'S ACCEPTANCE AND CONTINUANCE AS A SIGNATORY MEMBER OF THE REVISED SOUTH KING COUNTY REGIONAL WATER ASSOCIATION JOINT OPERATING AGREEMENT DATED DECEMBER 19, 2000.

WHEREAS, Auburn is a member of the South King County Regional Water Association (SKCRWA) consisting of the cities of Algona, Black Diamond, Kent, and Pacific, and Lakehaven Utility District, Soos Creek Water & Sewer District, and King County Water District #111 as authorized by Resolution No. 2568, adopted June 5, 1995, and modified by Resolution No. 2781, adopted December 2, 1996; and

WHEREAS, the Board of Directors of the SKCRWA saw a need to make certain amendments to the Joint Operating Agreement, dated October 8, 1996, to provide clarification to the intent of the agreement; and

WHEREAS, the Board of Directors of the SKCRWA have now prepared and recommended for approval by each participatory member an update of the Joint Operating Agreement to which Auburn is a signatory member.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HERewith RESOLVES AS FOLLOWS:

Section 1. The Mayor and City Clerk of the City of Auburn are hereby authorized to perform the necessary administrative measures to approve Auburn's withdrawal from the existing SKCRWA Joint Operating Agreement, dated October 8, 1996, and to indicate Auburn's acceptance and continuance as a signatory member of the revised SKCRWA Joint Operating Agreement, dated December 19, 2000. A copy of said Agreement is attached hereto and denominated as Exhibit "A" and incorporated by reference in this Resolution.

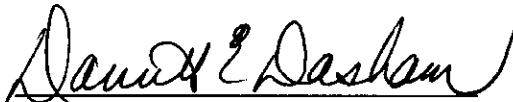
Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

DATED and SIGNED this 4th day of September, 2001.



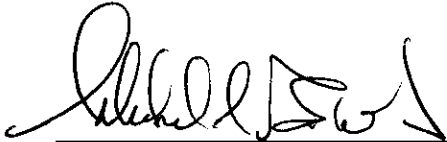
CHARLES A. BOOTH
MAYOR

ATTEST:



Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Michael J. Reynolds,
City Attorney



Return Address:
Auburn City Clerk
City of Auburn
25 West Main St.
Auburn, WA 98001

RECORDER'S COVER SHEET

Document Title(s) (or transactions contained therein):

Interlocal Agreement – South King County Regional Water Association Joint Operating Agreement

Reference Number(s) of Documents assigned or released:

☐ Additional reference #'s on page _____ of document

13/31
FILED BY PNWT
W3474-12

Grantor(s)/Borrower(s) (Last name first, then first name and initials)

Auburn, City of

Grantee/Assignee/Beneficiary: (Last name first)

South King County Regional Water Association

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)

PER RCW 39.34

☐ Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

N/A

☐ Assessor Tax # not yet assigned

examined as to its effect upon title.

20020716000760

**SOUTH KING COUNTY REGIONAL WATER ASSOCIATION
JOINT OPERATING AGREEMENT**

December 19, 2000

WHEREAS, an adequate and safe water supply for South King County Regional Water Association (SKCRWA) and its members is vital to both existing citizens and in implementing the long-term comprehensive plans of SKCRWA members; and

WHEREAS, the State and SKCRWA prepared a Coordinated Water System Plan (CWSP) for South King County; and

WHEREAS, projects that provide for the coordinated and cooperative use and operation of supply, transmission, storage, treatment, and pumping facilities to minimize cost, provide for improved water quality, protect the environment, provide for emergency needs, and maximize the best use of the resource is in the best interest of the citizens of the region;

WHEREAS, the current and near-term water needs of the local governments and SKCRWA require steps to establish a cooperative subregional water supply system; and

WHEREAS, the SKCRWA is committed to cooperate toward regional solutions for both emergency and long range water supply needs; and

WHEREAS, the SKCRWA signatory members developed a Joint Operating Agreement in 1995 and revised the Joint Operating Agreement in 1996 and now want to further revise the Agreement.

NOW THEREFORE, the SKCRWA signatory members of this Joint Operating Agreement (JOA), agree as follows:

1. **GENERAL**

- A. The Signatory Members acknowledge the requirement to incorporate land use planning as defined by the Growth Management Act with water supply planning; and
- B. The Signatory Members recognize the benefits of developing a subregional water supply system that will allow the optimum use of surface and groundwater to better manage and protect the area's water resources; and
- C. The Signatory Members will hold an Annual Meeting about September 30th to review the status of this JOA and any Amendments as well as other problems of mutual concern. The specific date, time, and location of the meeting will be set by mutual agreement.

20020716000760

- 20020716000760
- D. Merger shall mean when two signatory members merge or when a signatory member and a non-signatory member merge.
 - E. Termination – This agreement shall cease to be binding on or to any signatory member that is not in good standing or whenever a merger occurs.

2. **INTENT**

- A. The general intent is to create a method for the Signatory Members to cooperatively use certain existing facilities and construct new facilities needed to develop a subregional water system. The Signatory Members may mutually agree by Interlocal Agreement to produce additional water and distribute it within the Subregional Service Area, with or without change to their retail service area.
- B. The JOA provides a framework for joint development of specific projects that may include two or more Participants. Each facility, project, and/or intertie shall be developed under a separate Interlocal Agreement (IA) consistent with this JOA subject to approval by appropriate affected city council and/or water district boards. The specific intent of this JOA is to make provisions for a standardized form to create or expand cooperative agreements to meet the public water supply needs for both emergency and long-term use, and to establish a basis for agreement between Participants for financing, ownership, construction, and operation of mutually beneficial projects required to achieve cooperative objectives. These projects may include common facilities with other Agencies outside the SKCRWA planning area.

Interlocal Agreements (IA) negotiated under the provisions of this JOA shall speak for themselves and should reference the version of the JOA, which is in place at the time that the agreement is reached. It is the intent of the Signatory Members that any Interlocal Agreements negotiated under the JOA would survive the withdrawal of a Signatory Member from the JOA or from the South King County Regional Water Association.

It is further the specific intent of this JOA to preserve Signatory Members' existing water rights and protect the established or planned interest and needs of each Signatory Member with respect to sources of water.

Suggested content for an Interlocal Agreement is shown in Exhibit A.

- C. It is the desire of the Signatory Members that this JOA be incorporated into the South King County CWSP at the next update.
- D. The term "Participant" as used in this JOA shall mean all the signatories of an IA consistent with and implemented subsequent to this JOA.

- E. The term "Signatory Members" as used in this JOA shall mean a member, in good standing, of the South King County Regional Water Association who has signed this JOA. Good standing includes but is not limited to being current on all dues to the SKCRWA.

3. **SUBREGIONAL SERVICE AREA AND FACILITIES**

- A. "Subregional Service Area " shall mean the Signatory Members' Designated Water Service Areas identified in the CWSP or as approved by amendments to the CWSP or as identified in a Signatory Member's approved Comprehensive Water Plan.
- B. "Subregional Facilities" shall mean:
- (a) that portion of the Participants' sources, interties, transmission, and storage systems required to supply water to the service areas of the Participants or new facilities as defined by a separate IA pursuant to this JOA.
 - (b) those designated capacities within a Participant system as specifically defined in an appropriate IA.
- C. "Facility Ownership". Ownership of the physical facilities that exist on the date of this JOA shall remain with the individual Signatory Members. Unless otherwise agreed to within a specific IA, ownership and operational responsibilities of new facilities shall be based generally on location in designated service areas, with capacity rights defined by appropriate IA.

4. **WATER SUPPLY - CAPACITY RIGHTS**

- A. Capacity Rights - Participants may purchase capacity by IA. Any changes in these capacity rights shall be recognized by an IA, approved by the appropriate affected city councils and/or water district boards.
- B. Additional JOA Participants - Other agencies may purchase capacity rights in subregional facilities subject to the provisions of paragraph 4.C. Other agencies who become Signatory Members of the SKCRWA and become Participants in future projects undertaken under this JOA and future IAs will be assessed past costs associated with development of this JOA as specified in Exhibit B.

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C. Wholesaling Water -

- a) A Signatory Member may wholesale water through lease or otherwise, delivered through subregional facilities to areas outside of the Signatory Member's Service Area, so long as the other Signatory Members' capacity rights are not negatively impacted. Signatory Members of the SKCRWA agree that, where feasible and mutually beneficial, they will coordinate planning and development of water resources.
- b) Signatory Members further agree that prior to entering into any agreement to deliver long term water supply or construct joint facilities with a non-Signatory Member agency, they will first make a good faith effort to offer such supplies and/or capacities to Signatory Members (provide the right of first refusal). Such offers shall be made on a cost of service basis as established by separate IA. Signatory Members shall have 60 days to respond.
- c) Signatory Members agree that when entering into any agreement to deliver long term water supply or construct joint facilities with a non-Signatory Member agency in accordance with this JOA, they will include and collect for remittance to the SKCRWA a fee for reimbursement of the costs for development of the JOA as specified in Exhibit B.
- d) Regular meetings of the SKCRWA shall be the forum for making Signatory Members aware of discussions regarding water sales and joint projects, however all offers of participation or requests for participation shall be in writing with copies to other Signatory Members.

D. Conservation - All Participants will develop and implement a conservation plan that is consistent with State guidelines. Additional or supplemental conservation requirements beyond basic programs may be included in a specific Interlocal Agreement.

E. Curtailment - In general, curtailment for delivery of "firm water" shall be on a uniform percentage basis for both wholesale and retail customers and curtailment for delivery of "interruptible water" shall be on a "last in first out" basis as determined by the date of formal agreement. Specific curtailment requirements and provisions shall be included in Interlocal Agreements implemented under this JOA.

F. Quality - An objective of the Signatory Members is to maintain the quality of the water in the subregional facilities at or above the quality required by the State drinking water standards. The purchasing Participant will be responsible for ensuring water quality blending analyses and other water quality issues are resolved to their own satisfaction. The Signatory Members may meet periodically to ensure that water quality and operational issues are addressed, and that needed

information is exchanged in a timely fashion. The written results of these meetings will be circulated in a timely manner to all members and participants and reviewed at the annual meeting.

- G. Additional Facilities - Projected needs will be identified by the Participants based on the Participant's designated service areas. As five or more years may be needed to bring major new source capacity capabilities on line, five-year and ten-year forecasts are required, and must be updated whenever a Participant becomes aware of any significant change in their forecast demand. These will be discussed jointly as they arise, and reviewed at the annual meeting.
- H. Financing - Each Project IA will include pertinent details of financing for that project. Financial participation in existing and additional facilities will be based on each Participant's projected need for each facility, as designated capacity rights.
- I. Cost of Service Charge - The Signatory Members and Participants will establish wholesale water sales charges for both emergency and long-term supply that include: (1) capital cost, (2) fixed operating cost, and (3) a variable operating cost based on quantity of water delivered based on actual costs of providing the service.

Fixed and variable operating and maintenance costs payments will be made monthly per meter and use rates. Projected annual rate adjustments and documentation shall be provided at the annual meeting. Any rate increase will be effective beginning January 1, of the following year.

- (1) The Rates and Charges for the capital, operation, and maintenance of the system shall be based on the following:
- (a) Capital Cost - Those construction related costs incurred for Capacity Rights. Capital Costs for facilities contracted solely for a specific project (described in an IA) are allocated based on designated capacity to be purchased.

Capital costs shall include the debt service for each Participant. Such debt service shall be defined as the actual debt service on debt issued for the Participant's proportionate share of capacity rights, or if no debt is issued for the Participant's costs by the financing Participant, the amortized value at the interest rate of the most recent revenue bond issued by the financing Participant over 20 years. However, should all capital costs be paid in full by any Participant purchasing capacity rights prior to the time of the financing Participant incurring the costs, no interest charges shall be assigned to the Participant purchasing capacity rights.

Capital Costs associated with a supplying Participant's construction of their internal water system facilities may be included in the fixed and variable operating costs as appropriate, using cost of service principles, in the same manner as those costs are included in the supplying Participant's customer rate base.

- (b) Fixed Operating Cost - The cost of labor, supervision, supplies, utilities, services, taxes, insurance, and all other costs required to operate and maintain the system other than those items included under Variable Operating Cost. The operating cost will include an allocation for renewal and replacement.
- (c) Variable Operating Cost - Those costs directly proportionate to the volume of water produced, including chemicals, electric power, and other costs required to meet customer and system needs not included in (a) and (b) above.

(2) Accounting

Subregional facilities accounting shall be documented in accordance with generally accepted accounting practices acceptable to the Participants.

5. ADMINISTRATIVE, LEGAL AND OTHER PROVISIONS

- A. Each Signatory Member shall designate in writing their representative responsible for coordination and implementation of the JOA and the subsequent IAs. The designated individuals will be the primary contact for all project approvals and communication and shall prepare and publish a schedule and plan to facilitate the planning, design and day-by-day operation of facilities associated with the subsequent IAs.
- B. Signatory Members in good standing may propose Amendments to this JOA at any time. Signatory Members in good standing shall vote on proposed Amendments at the Annual Meeting. A quorum of Signatory Members present shall approve any Amendments to this JOA prior to their submittal to Signatory Members city councils and/or utility district boards for approval. A Special Meeting of the Signatory Members may be called for the purpose of amending this JOA by two thirds of the Signatory Members in good standing.
- C. A Signatory Member may withdraw from this JOA by providing 120 days notice to other Signatory Members. Notice shall be provided to each Signatory Member in writing and shall include the reason for withdrawal.

- D. Any Signatory Member that withdraws from the SKCRWA also withdraws from this JOA.
- E. This JOA shall remain in full force unless terminated in writing by mutual agreement of all Signatory Members in good standing. Termination of the JOA or withdrawal by any signatory member shall not affect any Interlocal Agreements negotiated under a JOA.
- F. A Signatory Member who merges with any Agency which is not a Signatory Member of this JOA must withdraw from the JOA. The merged agency would then be allowed to reapply for Signatory Membership in the JOA as the merged Agency.

IN WITNESS WHEREOF, the SKCRWA members hereto have caused this agreement to be executed by their proper Officers on the 21 day of May 2002.

By: Glenn Erickson
Title: Mayor
City of Algona
Date: 8-7-01

Attest:

By: [Signature]

Approved As To Form:

By: George S. Kelley

By: Charles W. Barth
Title: Mayor
City of Auburn
Date: September 4, 2001

Attest:

By: David E. Daskam

Approved As To Form:

By: Judith C. Rueman
For Michael J. Reynolds

By: _____
Title: _____
City of Black Diamond
Date: _____

Attest:

By: _____

Approved As To Form:

By: _____

By: Jim [Signature]
Title: Mayor
City of Kent
Date: 4-4-01

Attest:

By: _____

Approved As To Form:

By: [Signature]

BRETT C. VINSON
Assistant City Attorney

By: _____
Title: _____
Lakehaven Utility District
Date: _____

Attest:

By: _____

Approved As To Form:

By: _____

By: Rm. [Signature]
Title: District mn
Soos Creek Water and Sewer District
Date: 4/4/01

Attest:

By: _____

Approved As To Form:

By: _____

By: [Signature]
Title: Commissioner
King County Water District #111
Date: 4-16-01

Attest:

By: _____

Approved As To Form:

By: _____

By: _____
Title: _____
City of Pacific
Date: _____

Attest:

By: _____

Approved As To Form:

By: _____

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**South King County
Regional Water Association
Joint Operating Agreement**

**Exhibit A
Check List for Interlocal Agreements**

1. Project Title

2. General

- List of Utilities to be parties to the Interlocal Agreement (IA) and approval of the appropriate city councils and/or water district boards.
- Consistency with the Joint Operating Agreement (JOA).
- Description of need for the project.
- Listing of potential wholesale customers for the water in accordance with Section 4.C of the JOA.
- Recognition of assessment of costs associated with development of JOA in accordance with Section 4.B of the JOA.
- Recognition of right of first refusal to excess capacity of Signatory Members of the South King County Regional Water Association (SKCRWA) in accordance with Section 4.C of the JOA.
- Recognition that capacity and water rights are available to meet the needs of the IA.

3. Description of Project

- Include a drawing (or description) which identifies all the facilities to be considered within the IA. Included within the description should be all jointly or solely owned facilities that are to be operated or paid for by a party to the IA.
- Description of long term ownership of the facility.
- Identification of the party responsible for operation and/or maintenance of the facility.
- Identification of the party responsible for payment for the design and construction of the facility.

4. Project Costs, Financing, Capacity Rights

- Description of all project costs and the allocation to each party.
- Definition of capacity rights for all facilities.
- Definition of cost sharing for long-term maintenance for each facility.
- Definition of method of reimbursement for moneys expended (if required).
- Description of any applicable latecomer fees or hook-up charges.
- Description of requirements for record keeping and monitoring of costs.

5. Project Design and Construction Management

- Definition of overall project management responsibilities.
- Definition of design and construction management responsibilities for individual facilities.
- Description of basic periodic meeting schedule for review of project progress.

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6. Conditions of Service

- Limitations to source sharing or delivery of water (if any).
- Design criteria for the project facilities.
- Minimum and maximum flow rates and pressures.
- Items specifically excluded from the project.

7. Term of Duration of the Agreement

- Discussion of the length of time the agreement is in effect as well as the method to terminate the agreement and succeeding agencies' obligations.

8. Amendments

- Method by which the agreement could be amended.

9. Hold Harmless, Liability Language, etc.

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**South King County
Regional Water Association
Joint Operating Agreement**

**Exhibit B
Computation of Charges**

Initial Computation based on 8 shares.

\$ 16,652	Cost to develop JOA (from Covington and WD 111).
8	
\$ 2,081	Initial "charge" for a share.

Cost to the three participants of IA2.

Covington and Auburn, three share	\$ 6,244
WD 111, two shares =	\$ 4,163

Final Computation based on 12 shares.

\$ 16,652
12
\$ 1,388

Ultimate use charge

Algona and Black Diamond, one share =	\$ 1,388
WD 111, two shares =	\$ 2,775
Auburn, Kent, Covington WD, Lakehven	
UD, Or Soos Creek W&SD, three shares =	\$ 4,163

Reimbursement for Development and initial use (to Covington, WD 111, and Auburn)

\$ 16,652	Cost for development.		
	Covington	WD 111	Auburn
	\$ 8,326	\$ 8,326	\$ -
	\$ 6,244	\$ 4,163	\$ 6,244
	\$ 2,081	\$ 4,163	\$ (6,244)
	\$ 2,081	\$ 4,163	\$ -
			development cost use charge IA2
			recovery charge IA2 (Auburn)
	\$ 6,244	\$ 4,163	\$ 6,244
	\$ 4,163	\$ 2,775	\$ 4,163
	\$ 2,081	\$ 1,388	\$ 2,081
			ultimate use charge remaining reimb.
	\$ 463	\$ 463	\$ 463
	\$ 1,619	\$ 925	\$ 1,619
			recovery charge IA3 (Algona) remaining reimb.

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**REVISED BYLAWS
of
REGIONAL WATER ASSOCIATION OF SOUTH KING COUNTY**

I. MEMBERSHIP

A. Regular Members. Governmental Bodies providing water service in South King County are entitled to regular membership in this Corporation, upon approval by the Board of Directors and payment of any then required fees and/or dues.

The term "member" as used in these Bylaws shall mean "regular member" unless otherwise designated.

B. Affiliate Members. Any governmental body, Association of Water Purveyors, water purveyor, individual or business, may become an Affiliate Member upon approval by the Board of Directors and payment of any then required fees and/or dues,

Affiliate Members have no proprietary or other interest in the Corporation; are not entitled to vote; are not entitled to attend meetings as a matter of right; and have no right to participate in any distributions, in dissolution or otherwise, by the Corporation.

Affiliate Members may, with the approval of the Board of Directors, attend any regular meeting and participate in all discussions at any regular meeting.

C. Assignment. Neither regular nor affiliate membership in this Corporation is assignable by the member.

II. DIRECTORS

A. Number. The Articles of Incorporation provide for not less than three nor more than twenty-five Directors. At the present, there shall be as many Directors as there shall be regular members, plus the Alternate Directors provided for herein below. The number of Directors and Alternate Directors may be changed by the membership at any regular meeting or at a special meeting called for that purpose.

B. Qualifications. Directors and Alternate Directors must be elected officials or the designee of members of the Corporation. Each regular member shall be entitled to select one Director and two Alternate Directors provided herein below.

C. Selection and Term. Directors and Alternate Directors shall normally be selected by the Regular Member prior to the Annual Meeting and serve for a term of one year, or until such time

thereafter as their successors shall be selected by the Regular Member. Notice of selection shall be in a written form satisfactory to the Board of Directors.

D. Alternate Directors. In the absence of a Director at a meeting of the Board of Directors, or in the event that a Director is unavailable or unable to act on any matter between meetings, an Alternate Director representing the same member may attend the meeting and vote and/or act outside a meeting. Members may designate the order in which their Alternate Directors may act. In the absence of such designations it shall be as agreed by that member's Alternate Directors.

E. Vacancies. The Regular Member in accordance with the Selection requirements of these Bylaws shall fill any vacancies occurring among its Directors and Alternate Directors.

F. Board of Directors. The Director from each Regular Member, or in the absence of the Director, the Alternate Director shall constitute the Board of Directors of the Corporation.

No one need look beyond the fact that a vote or act was performed by either a Director or an Alternate Director. All such votes and actions shall be binding on the Corporation and may be relied upon as the act of the Board of Directors and the Corporation by all persons dealing with the Corporation.

G. Compensation. Directors shall not receive any compensation for acting as such but may be reimbursed for expenses incurred in the business of the Corporation, provided the expenses were approved in advance by the Board of Directors or Executive Committee.

III. AFFILIATE DELEGATES

A. Affiliate Delegates. Each Affiliate Member shall be entitled to an Affiliate Delegate and an Alternate Affiliate Delegate.

A. Qualifications. Affiliate Delegates and Alternate Affiliate Delegates may be elected officials of or a designee of the Affiliate Member.

C. Selection and Term. Affiliate Delegates and Alternate Affiliate Delegates shall be selected by the Affiliate Member and serve until such time thereafter as their successors shall be selected by the Affiliate Member. Notice of selection shall be in a written form satisfactory to the Board of Directors.

D. Vacancies. The Affiliate Member in accordance with the selection requirements of these Bylaws shall fill any vacancies occurring among its Affiliate Delegates and Alternate Affiliate Delegates.

F. Compensation. Affiliate Delegates and Alternate Affiliate Delegates shall not receive any compensation from the Corporation.

IV. OFFICERS AND COMMITTEES

A. Number. The Officers of the Corporation shall be a President, Vice- President, Secretary and a Treasurer. In addition to the foregoing, the Board of Directors may elect such assistant or other Officers as the Board, from time to time, deems appropriate.

B. Term. Officers shall be elected by the Board of Directors at the Annual Meeting of the Board of Directors, and shall serve for a term of one year, commencing on their election, or until such time as their successors are elected.

C. Vacancies. The Board of Directors may fill a vacancy in any office for the un-expired portion of the term.

D. Qualifications. No person may serve as an Officer of the Corporation unless he/she is also a Director or Alternate Director.

E. President. The President shall be the managing Executive Officer of the Corporation and shall be subject to the ultimate authority of the Board of Directors and/or any Executive or other committees appointed by it, have general charge of the business of the Corporation.

The President shall, together with the Secretary, execute all documents and instruments which are required in the ordinary course of the Corporation's business or which are required by law to be executed by the Corporation.

F. Vice-President. In the absence of the President, or his/her inability or refusal to act, the Vice-President shall perform the duties of the President, and, when so acting, shall have all the powers of and be subject to all of the restrictions upon the President.

G. Secretary. The Secretary shall, in person or through any Assistant Secretary or authorized employee: (a) Keep the minutes of all meetings; (b) give all notices which must be given under these Bylaws or by statute; (c) be custodian of the corporate records and seal; and (d) in general, perform all of the duties incident to the office of Secretary and such other duties as, from time to time, may be assigned to him/her by the President or by the Board of Directors.

H. Treasurer. The Treasurer shall, in person or through any Assistant Treasurer or authorized employee: (a) Have charge and custody of all funds and securities of the Corporation; (b) deposit all corporate moneys in the name of the Corporation in such Banks as shall be selected by the Board Of Directors; and (c) in general, perform all of the duties incident to the office of Treasurer

and such other duties as, from time to time, may be assigned to him/her by the President or by the Board of Directors.

I. Assistant Secretary and Assistant Treasurer. Any Assistant Secretary or Assistant Treasurer, when elected, may act in the absence, death, inability or refusal to act, of the Secretary or Treasurer, respectively. In addition, any Assistant Secretary or Treasurer shall perform such duties as shall be assigned to him/her, from time to time, by the Board of Directors or the Secretary or Treasurer.

J. Executive Committee. The President, Vice-President, Secretary and Treasurer shall constitute the Executive Committee of the Corporation and shall be allowed to act on behalf of the Board of Directors whenever action is required and it is not practicable for the Board of Directors to call a meeting and act. Any action of the Executive Committee shall require the votes of three of the Executive Committee members. Actions taken by the Executive Committee shall be brought to the next Regular Meeting of the Board of Directors for ratification.

K. Audit Committee. The President shall annually appoint an Audit Committee. The Audit Committee shall review the financial condition and financial transactions of the Corporation at the end of each calendar year. The Audit Committee shall include the Treasurer, as chair, and at least two additional Delegates or Alternate Delegates from different Members. The Audit Committee shall report its findings to a Regular Meeting of the Board of Directors.

K. Evaluation Committee. The President shall annually appoint an Evaluation Committee. The Evaluation Committee shall complete a performance review and evaluation of any employees of the Corporation. Employee reviews and evaluations shall normally be completed by December 1, and shall generally cover the previous 12 months. The President shall serve as chair of the Evaluation Committee and the committee shall include at least two additional Delegates or Alternate Delegates from different Members. The Evaluation Committee shall report its findings to a Regular Meeting of the Board of Directors.

L. Other Committees. The President, with the approval of the Board of Directors, may establish other committees as may be appropriate to conduct the business of the Corporation. The President shall appoint the members of and the chair for any committee established under this paragraph. Committees shall consist of at least three Delegates or Alternate Delegates from different Members. Affiliate Members may serve on committees established under this paragraph, with full participation in discussion and other committee work, however Affiliate Members shall have no vote in the committee. Committees established under this paragraph shall terminate in 12 months from the time of formation, unless reestablished by the Board of Directors. Committees formed under this paragraph shall report to the Board of Directors at a Regular Meeting of the Board of Directors.

V. MEETINGS

A. Regular Meetings. The Board of Directors shall generally meet monthly at a regularly scheduled time and place as necessary to conduct the business of the Corporation. The Board of Directors may change the time and place of Regular Meetings or cancel a Regular Meeting as necessary to meet the needs of the Directors and the Corporation. The Directors shall be notified in writing of the time and place of regular meetings. Upon each Director being so notified, no further notice of regular meetings need be given unless the time and place thereof is changed.

B. Annual Meeting. The Annual Meeting of the Board of Directors shall be the January Regular Meeting of the Board of Directors.

C. Joint Operating Agreement Annual Meeting. The Regular Members who are signatory members of the Joint Operating Agreement shall normally hold a Joint Operating Agreement Annual Meeting in September. The Board of Directors shall set the time and place for the Joint Operating Agreement Annual Meeting and the President shall preside. All business of the Joint Operating Agreement Annual Meeting shall be conducted with the same procedures and manner as other meetings of the Corporation, except as required by the terms of the Joint Operating Agreement. The Directors of signatory members of the Board of Directors shall be notified in writing of the time and place of the Joint Operating Agreement. Upon each Director being so notified, no further notice of regular meetings need be given unless the time and place thereof is changed.

D. Special Meetings. Special meetings of the Board of Directors may be called at any time by or at the request of the President or any three Directors. The President or Directors calling the special meeting shall give notice of the purpose thereof to the Corporation. The Secretary shall then fix the date, place and time of the meeting and give notice thereof, and of its purpose to all of the Directors at least five days in advance of the meeting.

E. Quorum. A majority of the Regular Members of the Corporation, present in person or by proxy shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

The vote of a majority of the Regular Members present, in person or by proxy, shall be necessary for the adoption of any matters unless a greater percentage is required by state law.

F. Informal Action. Any action which must or might be taken at a meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors or committee members as the case may be.

VI. VOTING

A. General. Each Regular Member shall be entitled to one vote on each matter submitted to a vote at a meeting of the Corporation. .

B. Proxies. Regular Members may vote in person or by proxy. A proxy, to be valid, must be in writing; signed by the member; and submitted to the Corporation prior to voting. No proxy shall be valid after thirteen months from the date of its execution, unless otherwise provided in the proxy

C. Mail Voting. At the discretion of the Board of Directors, voting may be conducted by mail. In such case, a written ballot shall be sent to each Regular Member at least twenty days in advance of the date for canvass of the votes. The written ballot shall contain and describe the issues or persons to be voted upon and shall provide space for the Regular Member to vote for or against the issue or for the candidates of his or her choice.

VII. CORPORATION FUNDS

A. Deposits. All funds of the Corporation, other than a reasonable amount for petty cash, shall be deposited, in the name of the Corporation, in such banks or other depositories as the Board of Directors shall select.

B. Checks. All disbursements by the Corporation, other than small amounts from petty cash, shall be by check, drawn direct to the ultimate payees and signed by at least two Directors of the Corporation.

VIII. EMPLOYEES

A. Employees. The Board of Directors may employ or appoint such organizations and persons, as it deems appropriate, and shall establish or approve salaries and/or other charges for such services. Employees shall not be elected or appointed officials, or employees of any regular member entity, and shall serve at the will of the Board of Directors. The Regional Water Association of South King County is an at will employer.

B. Annual Review. Annually, the Board of Directors, with the assistance of the Evaluation Committee, shall review the performance and compensation of any employees of the Corporation.

IX. MEMBER AGREEMENTS

A. Member Agreements. From time to time, the Board of Directors may offer member agreements to members for consideration and or participation. Approval or participation in any agreement so offered shall not be a condition of membership in the Corporation.

B. Joint Operating Agreement. The South King County Regional Water Association Joint Operating Agreement is a Member Agreement as defined in these Bylaws. As such, participation in the Joint Operating Agreement is not a condition of membership in the Corporation.

X. AMENDMENTS

The Board of Directors, may adopt new Bylaws, or may alter, amend or repeal these Bylaws, at a Regular Meeting, or at a Special Meeting, provided such meeting is held with proper notice as required by these Bylaws or through the mail voting procedures of the Corporation.

XII. DUES AND CHARGES

Membership fees, dues and/or other charges; the time for payment thereof; and procedures in the event of delinquency; shall be as established, from time to time, by the Board of Directors.

XII. CONTRACTS, LOANS AND CHECKS

A. Contracts. The Board of Directors may authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

A. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors, or the Executive Committee, if such authority is delegated it by the Board of Directors. Such authority when granted may be general or confined to specific instances.

C. Loans to Directors and Officers. The Corporation shall make no loans to its Directors or Officers. Any director who votes for or assents to the making of a loan to a Director or Officer of the Corporation, and any Officer or Officers participating in the making of such loan, shall be jointly and severally liable to the Corporation for the amount of such loan until repayment thereof.

XIII. SEAL

The Board of Directors shall provide for a corporate seal, which shall have inscribed thereon the name of the Corporation and the words. "State of Washington", and "Corporate Seal". Until changed by the Board of Directors, the Corporations seal shall be that affixed to this page.

ADOPTED this 21 day of January, 2002

Bruce Lake
DIRECTOR

Charles E. Wilson
DIRECTOR

Dee Hader
DIRECTOR

Ken Jones
DIRECTOR

Reverly Betts
DIRECTOR

Rob Ditz
DIRECTOR

RESOLUTION NO. 3 4 3 4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN EMERGENCY WATER SYSTEM INTERTIE AGREEMENT BETWEEN THE CITY OF AUBURN AND THE CITY OF BONNEY LAKE.

WHEREAS, pursuant to RCW 35A.11.040, Auburn and Bonney Lake have legal authority to exercise their powers and perform any of their functions as set forth in RCW 39.34; and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, Auburn and Bonney Lake have legal authority to cooperate with other localities on the basis of mutual advantage and provision of services; and

WHEREAS, the City of Auburn and the City of Bonney Lake currently have water facilities in the vicinity; and

WHEREAS, both cities can increase fire protection and emergency water supply reliability for their customers; and

WHEREAS, both cities are willing to provide the necessary services to increase fire fighting and emergency supply reliability upon the terms and conditions set for in the Emergency Water System Intertie Agreement.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HEREWITH RESOLVES THAT:

Section 1. Pursuant to RCW 39.34, the Interlocal Cooperation Act, Auburn and Bonney Lake have legal authority to cooperate with other localities on the basis of mutual advantage and provision of services.

Section 2. The Mayor and City Clerk of the City of Auburn are herewith authorized to execute an Emergency Water System Intertie Agreement between the City and the City of Bonney Lake. A copy of said Agreement is attached hereto, denominated as Exhibit "A" and made a part hereof as though set forth in full herein.

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

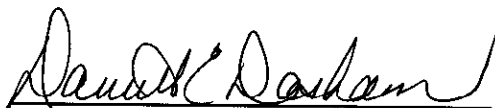
DATED this 19 day of MARCH, 2002.

CITY OF AUBURN



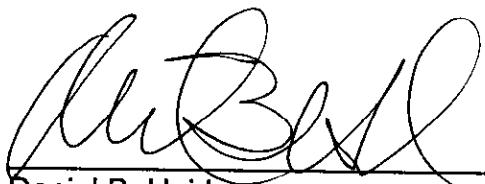
PETER B. LEWIS
MAYOR

ATTEST:



Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

20020716000761



Return Address:
Auburn City Clerk
City of Auburn
25 West Main St.
Auburn, WA 98001

RECORDER'S COVER SHEET

5/23

Document Title(s) (or transactions contained therein):

FILED BY ONIWA
W3474-12

Interlocal Agreement – Emergency Water System Intertie Agreement

Reference Number(s) of Documents assigned or released:

☐ Additional reference #'s on page _____ of document

Grantor(s)/Borrower(s) (Last name first, then first name and initials)

Auburn, City of

Grantee/Assignee/Beneficiary: (Last name first)

Bonney Lake, City of

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)

PER RCW 39.34

☐ Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

N/A

☐ Assessor Tax # not yet assigned

Examination of this document is required by law to ensure that the document is properly recorded and that the information is accurate. The document is examined as to proper form and as to its effect upon the public.

**EMERGENCY WATER SYSTEM INTERTIE AGREEMENT
Bonney Lake/Auburn Intertie Agreement No. 3**

THIS AGREEMENT made and entered into by and between the City of Auburn, hereinafter referred to as Auburn, and, the City of Bonney Lake, hereinafter referred to as Bonney Lake, for the purposes of planning, designing, constructing, maintaining, and operating an emergency system intertie between the respective parties,

WITNESSETH:

WHEREAS, both Cities have water facilities in the vicinity, and

WHEREAS, both Cities can increase fire protection and emergency water supply reliability for their customers, and

WHEREAS, the Cities are willing to provide the necessary services to increase fire fighting and emergency supply reliability upon the terms and conditions set forth herein,

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. The emergency water system intertie is designed to be operated manually as a two way emergency supply between the Auburn and Bonney Lake Systems. The facility shall be located in Evergreen Way SE at the Water Service Area Boundaries between the two cities. Final location and configuration of the facilities shall be determined at the time of final design. Initially the Intertie is assumed to be a one-way supply from Bonney Lake to Auburn.
2. The emergency water system intertie shall be operated only in the event of an emergency. For purposes of this agreement, an emergency shall be defined as resulting from a water shortage, a major water line break, fire demand, contamination to the water supply system, mechanical equipment failure, electrical equipment failure or Puget Sound Energy facility failure, or any other agreed upon emergency within the water supply system.
3. Auburn will design and administer the contract for the construction of the metering station. The facility will be designed and constructed in accordance with reasonably accepted water utility standards for similar municipal water utilities. Auburn will own and maintain the piping, interior equipment, emergency meter and interior appurtenances, and all piping up to the Bonney Lake side of the vault for the metering station.

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4. Upon completion of construction, Auburn will transfer ownership of all exterior appurtenances, and all piping, which is located on the Bonney Lake side of the vault, to Bonney Lake. Bonney Lake will own and maintain the exterior appurtenances and all piping on Bonney Lake's side of the vault.
5. Each City will each have unlimited access to the vault via a dual padlock or ownership of keys to the vault.
6. Each City will operate the respective normally locked valve inside of the vault. Auburn will solely unlock and operate the locked valve on Auburn's side of the meter and Bonney Lake will solely unlock and operate the locked valve on Bonney Lake's side of the meter.
7. The procedure for operating the intertie in the event of such emergency shall be as follows:
 - A. Each City shall determine that an emergency of sufficient magnitude has occurred which warrants the need to request that the intertie be activated.
 - B. The Public Works Director or appointed person or authorized personnel shall provide a verbal request to the other City's Public Works Director or appointed person. Upon agreement that an emergency exists which shall allow for the intertie to be opened, the intertie will be activated as soon as reasonably possible. Both Cities' personnel shall be present at the vault to open the valves to activate the facility.
 - C. The City requesting the activation shall provide a written confirmation of the request not less than 24 hours after the verbal request, or on the first day of normal business after the verbal request.
 - D. The intertie shall remain activated until the City requesting activation determines that the need for activation of the emergency intertie has ceased and shall request in writing to close the intertie.
 - E. In case of emergency or whenever the public health, safety, or the equitable distribution of water so demands, the City supplying the water may change, reduce or limit the time for or temporarily discontinue the supply of water without notice; water service may be temporarily interrupted, limited for purposes of making repairs, extensions or doing other necessary work; and the City supplying the water shall not be responsible for any damage resulting from interruption, change or failure of the water supply, and the City

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receiving the water (City requesting activation) shall save and hold harmless the City supplying the water from any loss, damages or suites to or by customers of the City receiving the water resulting from interruption, change or failure of water supply provided by this Agreement, except damages arising out of the City supplying the water's negligence. Prior to a planned interruption or limiting of service, the City supplying the water will notify the City receiving the water of such not less than three days prior to the service disruption. The City supplying the water agrees to use best efforts and reasonable diligence to notify the City receiving the water as soon after it becomes aware of the need for service disruption and further will, to the extent practical, limit the service disruption to daylight hours.

8. Auburn shall read the meter upon activation and upon deactivation of the intertie. The city supplying the water shall verify the information and shall then calculate and invoice the other city for the water used during the request. The invoice shall be calculated by the total water used during the event. The rate shall be at the current Auburn Wholesale Rate or the lowest Bonney Lake retail rate depending on which city is supplying the water. This shall be complete payment for the water, labor, and administration of activating the intertie.
9. The total project costs shall include costs for consulting design service, and construction. Auburn shall bear the total project costs, until and unless it can be demonstrated that Bonney Lake can benefit from the intertie. At such time, the parties agree to negotiate the fair share of the total actual project costs that correspond to the benefit Bonney Lake could receive. Bonney Lake agrees to pay such fair share of the total project costs upon billing for same by Auburn. Bonney Lake will have the right to build an intertie from Auburn to Bonney Lake at another location. Bonney Lake will bear the cost of building a separate intertie. Each City is responsible for associated staff, administration and legal costs associated with the implementation of the agreement.
10. To the extent allowed by law, the City of Bonney Lake shall defend, indemnify, and hold harmless the City of Auburn, its elected officials, employees and agents from and against any and all suits, claims, actions, losses, costs, expenses of litigation, attorney's fees, penalties and damages of whatsoever kind or nature arising out of or in connection with or incident to an act or omission of the City of Bonney Lake, its employees, agents, and contractors in the performance of the City of Bonney Lake's obligations under the Agreement and this Amendment. This indemnification provision shall include, but is not limited to, all claims against the City of Auburn by an employee or former employee of the City of Bonney Lake or its contractors and, as to such claims, the City of

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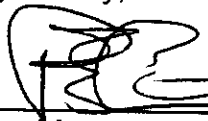
Bonney Lake expressly waives all immunity and limitation of liability under Title 51 RCW.

To the extent allowed by law, the City of Auburn shall defend, indemnify and hold harmless the City of Bonney Lake, its elected officials, employees and agents from and against any and all suits, claims, actions, losses, costs, expenses of litigation, attorney's fees, penalties, and damages or whatsoever kind or nature arising out of, in connection with or incident to an act or omission of the City of Auburn, its employees, agents, and contractors in the performance of the City of Auburn's obligations under this Agreement. This indemnification obligation shall include, but is not limited to, all claims against the City of Bonney Lake by an employee or former employee of the City of Auburn or its contractors and, as to such claims, the City of Auburn expressly waives all immunity and limitation of liability under Title 51 RCW.

11. This Agreement shall remain in force until terminated by either party hereto upon 60-days written notice to the other party. Any project costs, incurred up to the date of such notice, as described herein, shall be shared in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

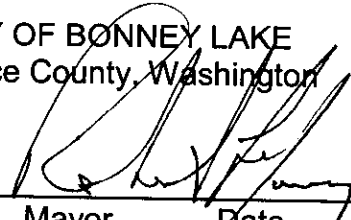
CITY OF AUBURN
King County, Washington

By:  5/15/02
Mayor Date

Approved as to form:

By: 
City Attorney Date

CITY OF BONNEY LAKE
Pierce County, Washington

By: 
Mayor Date
Col Auth 4-9-02 Res 940

Approved as to form:

By: 
City Attorney Date

RESOLUTION NO. 3443

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN EMERGENCY WATER SYSTEM INTERTIE AGREEMENT BETWEEN THE CITY OF AUBURN AND LAKEHAVEN UTILITY DISTRICT.

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, Auburn and Lakehaven Utility District (LUD) have legal authority to cooperate with other localities on the basis of mutual advantage and provision of services; and

WHEREAS, the City has water facilities in the vicinity of a water main of LUD, and

WHEREAS, the City can increase the reliability of water for its customers, including Covington Water District and Water District No. 111, if water is available from LUD in the event of an emergency, and

WHEREAS, LUD is willing to provide to the City emergency service upon the terms and conditions set forth herein,

NOW, THEREFORE, THE COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HERewith RESOLVES THAT:

Section 1. Pursuant to RCW 39.34, the Interlocal Cooperation Act, Auburn and Lakehaven Utility District have legal authority to cooperate with other localities on the basis of mutual advantage and provision of services.

Section 2. The Mayor and City Clerk of the City of Auburn are herewith authorized to execute the Emergency Water System Intertie Agreement between

the City and Lakehaven Utility District with minor administrative changes if required. A copy of said Agreement is attached hereto, denominated as Exhibit "A" and made a part hereof as though set forth in full herein.

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

DATED this 1st day of April, 2002.

CITY OF AUBURN



PETER B. LEWIS
MAYOR

ATTEST:



Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney



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PACIFIC NW TIT AG
PAGE 001 OF 009
07/15/2003 10:15
KING COUNTY, WA

27.00

Return Address:
Auburn City Clerk
City of Auburn
25 West Main St.
Auburn, WA 98001

RECORDER'S COVER SHEET

Document Title(s) (or transactions contained therein):

Interlocal Agreement – Emergency Water Supply Agreement

9/27 PNWT
W6131-12

Reference Number(s) of Documents assigned or released:

☐ Additional reference #'s on page _____ of document

Grantor(s)/Borrower(s) (Last name first, then first name and initials)

Auburn, City of

Said document(s) were filed for
record by _____ Title &
accommodation only. It has not been
examined as to the accuracy of the
information as to its effect upon title.

Grantee/Assignee/Beneficiary: (Last name first)

1. Lakehaven Utility District

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)

PER RCW 39.34

☐ Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

N/A

☐ Assessor Tax # not yet assigned

EMERGENCY WATER SUPPLY AGREEMENT

Lakehaven/Auburn Intertie No. 1

THIS AGREEMENT made and entered into by and between the City of Auburn, hereinafter referred to as "City", and Lakehaven Utility District, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, the City has water facilities in the vicinity of a water main of the District,
and

WHEREAS, the City can increase the reliability of water for its customers, including Covington Water District and Water District No. 111, if water is available from the District in the event of an emergency, and

WHEREAS, the District is willing to provide to the City emergency service upon the terms and conditions set forth herein,

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. The District hereby grants to the City the right to connect, for the purposes described herein, a water meter and appurtenances to the end of the 16-inch water main located in the vicinity of 15th Street Northwest and Terrace Drive in King County, Washington, more specifically shown on Exhibit A. The intertie facility shall be sited on property owned by the City.
2. The meter described in Paragraph No. 1 herein is installed to provide an emergency water supply. Water shall not be withdrawn from the supply without the prior written approval of the District. At the time approval is sought, the City shall state the requested time of commencement of use, the expected duration of withdrawal and the quantity of water to be withdrawn. The City shall request in writing an extension of, or reduction in the duration of the withdrawal if the duration of the withdrawal is expected to vary from the original estimate. The District and City shall read the meter upon activation and upon deactivation of the intertie. The District may periodically bill the City for water used while the intertie is in operation or may bill for all such use after the withdrawal has ended.
3. It is anticipated by the parties that because the facility will be funded by agencies with emergency or interruptible water supply agreements with the City (specifically Covington Water District and Water District #111), the City may be called upon by adjoining agencies to provide an emergency supply of water beyond the City's ability to produce such supply, and therefore requests for emergency service under this Agreement may originate on behalf of those adjoining agencies.

4. Upon completion of the Emergency Intertie construction, the District will own and maintain the meter, associated appurtenances necessary to monitor emergency use of the intertie, the gate valve upstream of the vault and all piping upstream of the meter. The City will own and maintain the vault, control valve, and all other piping and appurtenances downstream of the meter (see Exhibit B). The City and the District shall have mutual access to the vault for periodic inspection and maintenance or repair of their respective facilities.

5. The City shall comply with all District resolutions and rules applicable to a connection to the District's water system including, but not limited to, the requirement that the District provide written approval of plans and specifications for the connection of intertie facilities prior to construction.

6. The City shall pay to the District the base monthly service charge and quantity charge for any water received. Monthly service and quantity charge rates shall be established or amended by District resolution for the use of an eight (8)-inch meter and the applicable water rate. The rate for emergency water use will be the greater of the District's adopted summer non-residential (Commercial/Public Authority) water rate or the City of Tacoma's (Tacoma) adopted wholesale water rate plus a District wheeling rate determined by the District. Examples of the current rates are included in Exhibit C. The District or Tacoma may revise these rates from time to time without notice to the City and such revised rates shall apply to emergency water deliveries made pursuant to this agreement.

7. This Agreement shall not authorize or permit the City to take water from the connection described herein beyond what is described in paragraph 2, 3, and Exhibit D.

8. Conditions

- (a.) In the event the District determines that the use of the emergency intertie is or will impose a negative impact to the public health, safety, or the equitable distribution of water within the District, the District may change, reduce or limit the time for, or temporarily discontinue, the withdrawal of water without notice;
- (b.) Water service may be temporarily interrupted or otherwise limited for purposes of making repairs, extensions or doing other necessary work to the water system; and
- (c.) Prior to a planned interruption or limiting of service as set forth in (b) above the District will notify the City of such planned interruption or limiting of service. The District agrees to use best efforts to notify the City as soon after it becomes aware of the need for such a service disruption.
- (d.) Operating conditions are as described in Exhibit C

9. Payment of all invoices for services and charges from the District shall be paid within 45 days of the invoice date.

10. In the event of non-performance of any provision herein by the City, District may shut off water supplied pursuant to this Agreement.

11. The use of this intertie is contingent upon receiving approval of same from the Department of Health pursuant to applicable regulations.

12. The City agrees to indemnify, defend and hold harmless the District, its officers, directors, employees and agents, and their successors and assigns, from any and all costs or claims arising out of or in any way resulting from the City's default, failure of performance, or negligent conduct associated with this Agreement. This indemnification provision shall include, but is not limited to, all claims against the District by an employee or former employee of the City or their contractors and, as to such claims, the City expressly waives all immunity and limitation of liability under Title 51 RCW.

The District agrees to indemnify, defend and hold harmless the City, its officers, directors, employees and agents, and their successors and assigns, from any and all costs or claims arising out of or in any way resulting from the District's default, failure of performance or negligent conduct associated with this Agreement. This indemnification provision shall include, but is not limited to, all claims against the City by an employee or former employee of the District or its contractors and, as to such claims, the District expressly waives all immunity and limitation of liability under Title 51 RCW.

13. The parties shall make good faith efforts to resolve by informal discussion any dispute arising under or in connection with this Agreement. Should a dispute arise between the parties that cannot be resolved satisfactorily, a mediator mutually acceptable to the parties shall resolve the dispute through the use of mediation at equal cost to each party. Should the Parties not be able to satisfactorily resolve the dispute through mediation, the forum for resolution shall be the King County Superior Court. The prevailing party shall be entitled to attorney fees and costs.

14. This Agreement may be terminated by either party hereto upon 60-days written notice to the other party.


15. Notices should be sent to the City and the District at the following addresses:

Public Works Director
City of Auburn
25 West Main Street
Auburn, WA 98001

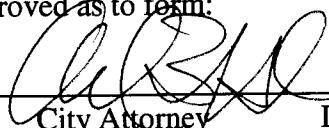
General Manager
Lakehaven Utility District
P.O. Box 4249
Federal Way, WA 98003

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

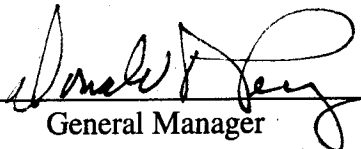
CITY OF AUBURN
King County, Washington

By:  6/13/03
Mayor Date

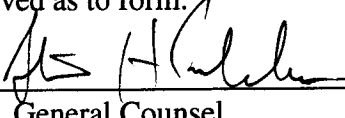
Approved as to form:

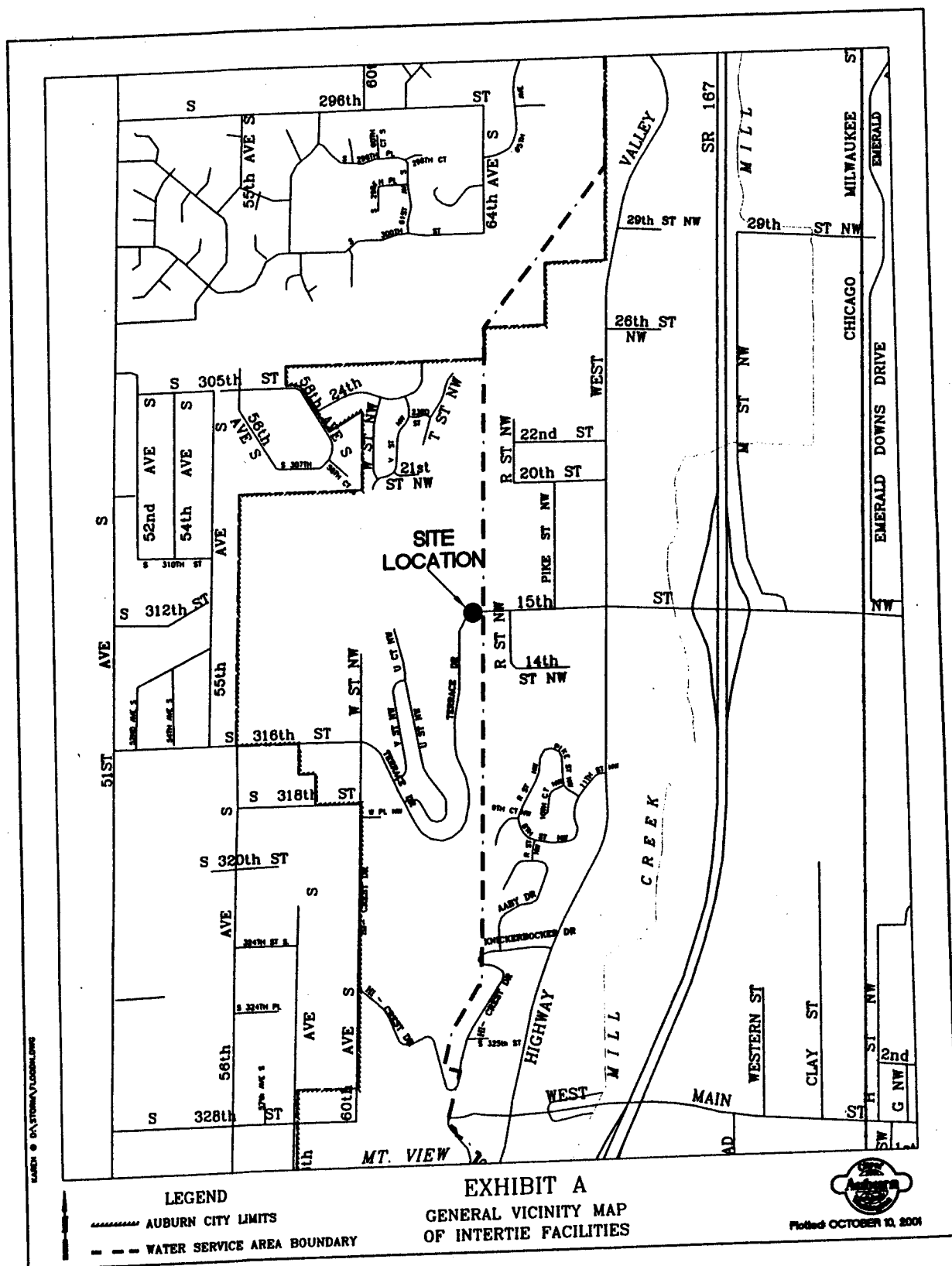
By:  6/10/03
City Attorney Date

LAKEHAVEN UTILITY DISTRICT
King County, Washington

By:  6/25/03
General Manager Date

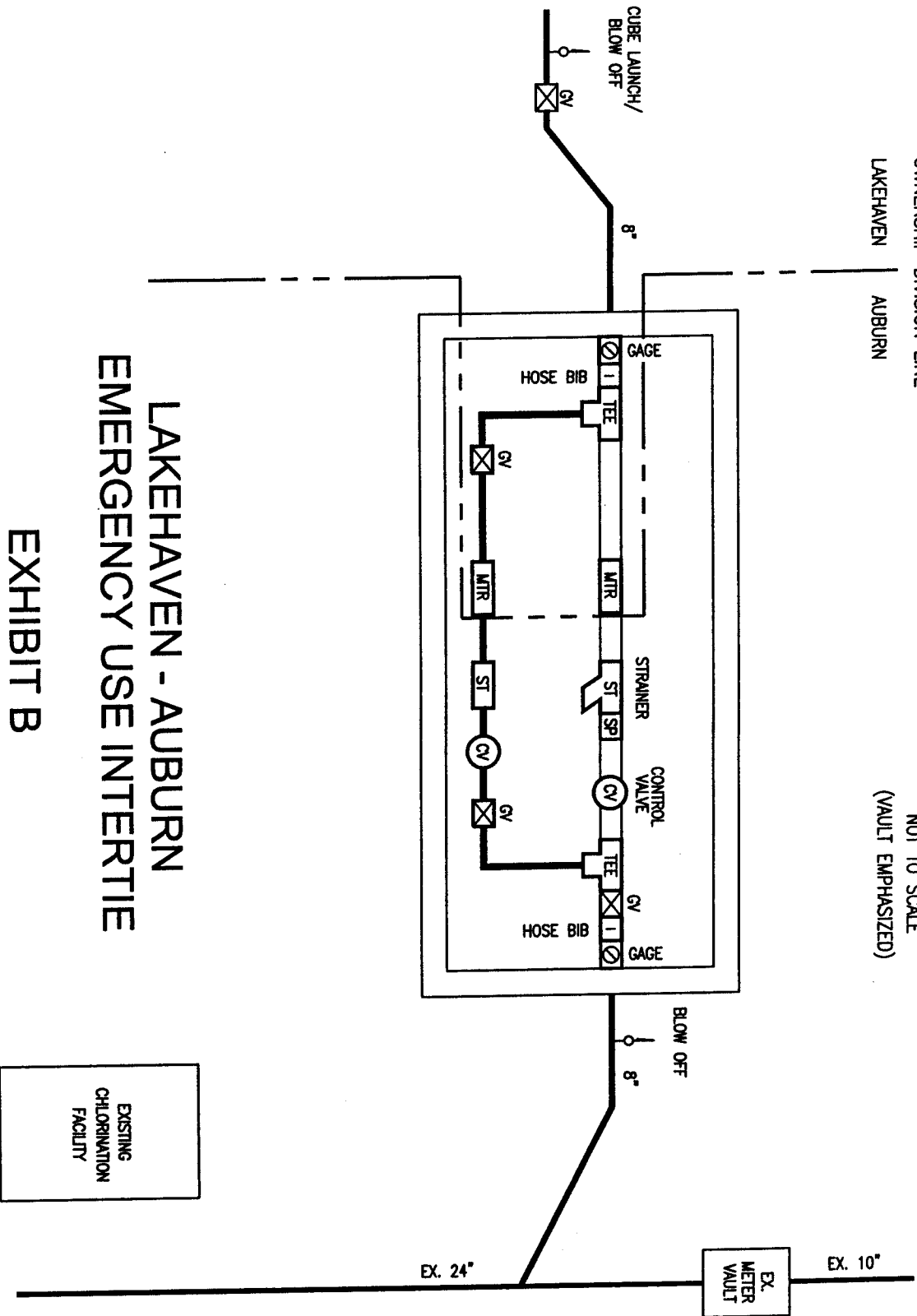
Approved as to form:

By:  6/25/03
General Counsel Date



OWNERSHIP DIVISION LINE
LAKEHAVEN AUBURN

NOT TO SCALE
(VAULT EMPHASIZED)



LAKEHAVEN - AUBURN EMERGENCY USE INTERTIE

EXHIBIT B

EXISTING
CHLORINATION
FACILITY

Exhibit C

Example of Monthly Meter Cost:

Lakehaven currently does not have an adopted monthly rate for an 8" meter, and would use an amount near Tacoma's monthly meter rate until such time as Lakehaven adopts a rate for this size meter.

Tacoma's rate for an 8" meter is	\$815.04 (Effective 4/23/01)
Lakehaven's proposed starting monthly rate:	\$804.00

Example of Emergency Water Rates in 2002

Lakehaven Utility District Rates (Resolution 99-906)

Commercial/Public Authority Water Rate	1.060 \$/ccf (Effective 1/1/2000)
--	-----------------------------------

City of Tacoma Rates (Ordinance No. 26800) plus Lakehaven Wheeling Rate

Summer Wholesale Water Rate to Lakehaven	0.912 \$/ccf (Effective 4/22/02)
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Lakehaven Wheeling Rate	0.180 \$/ccf (Current Estimate)
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Total	1.092 \$/ccf
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Emergency Water Use Rate equals	1.092 \$/ccf in 2002
---------------------------------	----------------------

Exhibit D
Operating Conditions

1. Prior to intertie activation the 16" water main upstream of the District's meter shall be flushed by the District. Any costs incurred by the District beyond labor time and the cost of water used for the flushing operation shall be paid by the City.
2. The City will maintain a back pressure-sustaining feature within the metering facility in order to maintain adequate pressure within the District's service area while also preventing uncontrolled flows. The District will maintain the right to authorize or direct the City to change the minimum up-stream pressure setting if an adjustment is warranted to increase flow capacity or maintain adequate pressure in the District's distribution system. The initial settings for the pressure-sustaining valve shall be noted on the approved construction plans and shall be stored in a waterproof container in the vault. Records of any future revised pressure settings shall be maintained and noted on the "record drawings" for the metering facility retained by the parties, and the information stored in the vault shall be updated.
3. The City will control the delivery flow rate from Lakehaven. The current estimated maximum allowable flow rate from Lakehaven is 1750 gpm (or 2.5 mgd) more or less, so long as Lakehaven customers are not impacted. The City's system has the capacity to receive water at a maximum instantaneous rate of up to approximately 5 mgd.
4. The District and City will coordinate the telemetry system so each will receive the signal required for its operation and monitoring.

RESOLUTION NO. 3444

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN EMERGENCY WATER SYSTEM INTERTIE AGREEMENT BETWEEN THE CITY OF AUBURN AND COVINGTON WATER DISTRICT AND WATER DISTRICT #111.

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, Auburn, Covington Water District (Covington) and Water District #111 (#111) have legal authority to cooperate with other localities on the basis of mutual advantage and provision of services; and

WHEREAS, Auburn has existing water interties and associated water supply agreements with Covington and #111, and

WHEREAS, Auburn will enter into Emergency Water Supply Agreement No. 1 with Lakehaven Utility District, hereinafter referred to as "LUD", whereby LUD can provide water it has available, in the event of an emergency, and

WHEREAS, the LUD Intertie No. 1 and agreement can increase the reliability of Auburn's water supply for Covington and #111 if water is available from LUD in the event of an emergency,

WHEREAS, it is in the public interest for the parties herein to enter into an emergency water supply agreement,

NOW, THEREFORE, THE COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HEREWITH RESOLVES THAT:

Section 1. Pursuant to RCW 39.34, the Interlocal Cooperation Act, Auburn, Covington and #111 have legal authority to cooperate with other localities on the basis of mutual advantage and provision of services.

Section 2. The Mayor and City Clerk of the City of Auburn are herewith authorized to execute the Emergency Water System Intertie Agreement between the City and Covington Water District and Water District #111 with minor administrative changes if required. A copy of said Agreement is attached hereto, denominated as Exhibit "A" and made a part hereof as though set forth in full herein.

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

DATED this 1st day of April, 2002.

CITY OF AUBURN



PETER B. LEWIS
MAYOR

ATTEST:



Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Held,
City Attorney

EMERGENCY WATER SUPPLY AGREEMENT

Auburn/Covington/Water District #111

THIS AGREEMENT made and entered into by and between the City of Auburn, hereinafter referred to as "Auburn", and Covington Water District, hereinafter referred to as "Covington", and Water District #111, hereinafter referred to as "#111".

WITNESSETH:

WHEREAS, Auburn has existing water interties and associated water supply agreements with Covington and #111, and

WHEREAS, Auburn has entered into Emergency Water Supply Agreement No. 1 with Lakehaven Utility District, hereinafter referred to as "LUD", whereby LUD can provide water it has available, in the event of an emergency, and

WHEREAS, the LUD Intertie No. 1 and agreement can increase the reliability of Auburn's water supply for Covington and #111 if water is available from LUD in the event of an emergency,

WHEREAS, it is in the public interest for the parties herein to enter into an emergency water supply agreement,

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. **Intertie Project Description.** LUD has granted to Auburn the right to connect, for the purposes described herein, an emergency intertie and appurtenances to the end of the 16-inch water main located in the vicinity of 15th Street Northwest and Terrace Drive in Auburn, Washington, more specifically shown on Exhibit A. The intertie facility shall be sited on property owned by Auburn.
2. **Intertie Project Payment.** Covington and #111 agree to pay for the design and construction of the emergency intertie described in Paragraph No. 1, and the replacement of +/- 140 linear feet of existing water main with a 16-inch transmission line in 15th St NW, between "R" St. NW and the proposed intertie vault. Covington will act as the contracting agency, paying for purchase and installation of the facilities described herein. Water District #111 will act as the design agency, providing design and construction support services. At the completion of construction, the total of design, construction support, purchase, and installation costs shall be summed and divided evenly between Covington and #111. The intertie facilities and piping are to be designed and constructed in accordance with Auburn's design standards. The emergency intertie shall comply with all LUD resolutions and rules applicable to a connection to LUD's water system including, but not limited to, the requirements that the LUD provide written approval of plans and specifications for the connection of intertie facilities prior to construction. Upon completion of the emergency intertie project, Covington will transfer to

Auburn through Bill of Sale all facilities constructed under this Agreement. Auburn will transfer through Bill of Sale to LUD ownership of and maintenance responsibility for the meter, associated appurtenances necessary to monitor emergency use of the intertie, the gate valve upstream of the vault and all piping upstream of that gate valve. Auburn will retain ownership of and maintenance responsibility for the vault, control valve, and all other piping and appurtenances.

3. **Intertie Project Purpose.** The emergency intertie described in Paragraph No. 1 herein is being installed to provide an emergency water supply. In the event Auburn perceives that curtailment of water supply to Covington or #111 will be necessary, Auburn will notify the parties of the situation and request whether or not the parties would like the LUD intertie activated. If Covington or #111 would like the LUD intertie activated, the requesting party must submit such request to Auburn in writing. Upon receipt of a request from Covington or #111, Auburn will submit a written request to LUD. Water shall not be withdrawn from the supply without the prior written approval of LUD. At the time approval is sought, Auburn shall state the requested time of commencement of use, the expected duration of withdrawal and quantity of water to be withdrawn. Auburn shall request an extension or termination of intertie operation in writing, if the duration of expected withdrawal is extended or shortened.
4. **Payment of Service and Quantity Charges.** Covington and #111 shall pay Auburn all monthly service charges, and quantity charges for any water received from LUD for the benefit of Covington and #111. Monthly service and quantity charge rates shall be established by LUD resolution for the use of an 8-inch meter and the applicable water rate. The rate for emergency water use will be the greater of LUD's rate to Auburn plus a wheeling charge, or the Auburn Wholesale rate for Covington and #111 as established by City Ordinance. These rates may be revised without notice to Covington and #111 and such revised rates shall apply to emergency water deliveries made pursuant to this agreement. Examples of the current rates are included in Exhibit B.
5. **Conditions of Use.**
 - (a.) In the event LUD determines that the use of the emergency intertie is or will impose a negative impact to the public health, safety, or the equitable distribution of water within LUD, LUD may change, reduce or limit the time of use, or temporarily discontinue the supply of water without notice;
 - (b.) In the event LUD must change, reduce, limit or temporarily discontinue service, Auburn may be required to change, reduce or limit the time of use, or temporarily discontinue the supply of water without notice to Covington and #111;
 - (c.) Water service may be temporarily interrupted, limited for purposes of making repairs, extensions or doing other necessary work; and
 - (d.) Prior to a planned interruption or limiting of service as set forth in (c) above the City will notify Covington and #111 of such planned

interruption or limiting of service. The City agrees to use best efforts to notify Covington and #111 as soon after it becomes aware of the need for such a service disruption.

(e.) Activation procedures are as described in Exhibit C

6. **Water Quality.** Water available to the parties to this Agreement shall be in compliance with all applicable state and federal drinking water laws, regulations and standards.
7. **Discontinuation of Use.** In the event of non-performance of any provision herein by Covington and/or #111, Auburn may shut off water supplied pursuant to this Agreement.
8. **Hold Harmless.** Covington and #111 agree to indemnify, defend and hold harmless Auburn, its officers, directors, employees and agents, and their successors and assigns, from any and all costs or claims arising out of or in any way resulting from Covington's and #111's default, failure of performance, or negligent conduct associated with this Agreement, and any failure of the Auburn water system to deliver flow to Covington and #111, in whole or in part, as described in this Agreement. This indemnification provision shall include, but is not limited to, all claims against Auburn by an employee or former employee of Covington and #111 or their contractors and, as to such claims, Covington and #111 expressly waive all immunity and limitation of liability under Title 51 RCW.

Auburn agrees to indemnify, defend and hold harmless Covington and #111, their officers, directors, employees and agents, and their successors and assigns, from any and all costs or claims arising out of or in any way resulting from Auburn's default, or negligent conduct associated with this Agreement. This indemnification provision shall include, but is not limited to, all claims against Covington and #111 by an employee or former employee of Auburn or its contractors and, as to such claims, Auburn expressly waives all immunity and limitation of liability under Title 51 RCW.

9. **Agreement Termination.** This Agreement may be terminated by mutual agreement of all parties hereto upon 60-days written notice to the other parties.
10. **Dispute Resolution.** The parties shall make good faith efforts to resolve by informal discussion any dispute arising under or in connection with this Agreement. If at any time a party to this Agreement determines that such informal discussions will not result in a resolution of the dispute, such party may request formal discussion by all parties identified in Paragraph 11. If formal discussion by the parties identified in Paragraph 11 does not resolve the dispute, a settlement conference shall be held within thirty (30) days of the unsuccessful resolution meeting. The settlement conference will be held at the Seattle office of Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The complaining party must contact JAMS to schedule the conference. The parties may agree on a retired judge from the JAMS panel.

If they are unable to agree, JAMS will provide a list of three available judges and each party may strike one. The remaining judge will serve as the mediator at the settlement conference.

11. Notices. Notices should be sent to the parties at the following addresses:


Public Works Director
City of Auburn
25 West Main Street
Auburn, WA 98001

General Manager
Covington Water District
18631 SE 300th Place
Covington, WA 98042

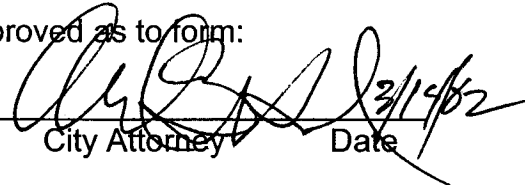
General Manager
Water District #111
27224 144th Avenue SE
Covington, WA 98042

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

CITY OF AUBURN
King County, Washington

By:  4/1/02
Mayor Date

Approved as to form:

By:  3/14/02
City Attorney Date

COVINGTON WATER DISTRICT
King County, Washington

By: _____
General Manager Date

Approved as to form:

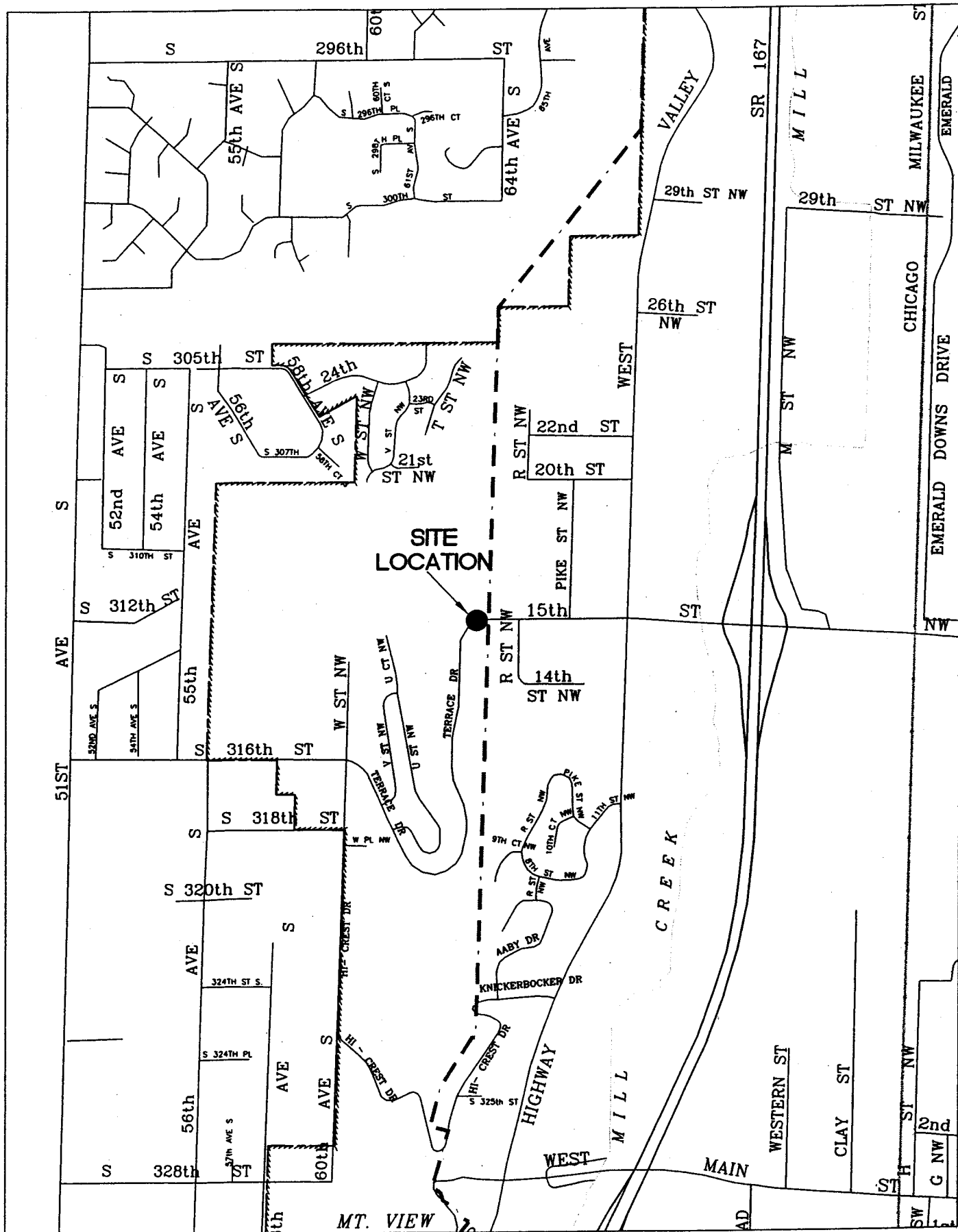
By: _____
General Counsel Date

WATER DISTRICT #111
King County, Washington

By: _____
General Manager Date

Approved as to form:

By: _____
General Counsel Date



LEGEND

- AUBURN CITY LIMITS
- WATER SERVICE AREA BOUNDARY

EXHIBIT A GENERAL VICINITY MAP OF INTERTIE FACILITIES



Plotted OCTOBER 10, 2001

Exhibit B

EMERGENCY WATER SUPPLY AGREEMENT Auburn/ Covington/Water District #111

Example of Monthly Meter Cost:

In accordance with Auburn/LUD Emergency Intertie Agreement #1, LUD currently does not have an adopted monthly rate for an 8" meter, and would use Tacoma Public Utilities' (TPU) monthly meter rate until such time as Lakehaven adopts a rate for this size meter.

TPU's rate for an 8" meter is \$804.00 (Effective 4/23/01)

Cost to Covington and #111 \$402.00 each

Example of Emergency Water Rates in 2002

Emergency Intertie Water Use Rate \$1.092 /ccf in 2002
(based on LUD rate to Auburn)

Auburn Wheeling Rate \$0.15 /ccf

Total \$1.242 /ccf

Auburn Water Utility Rates (Ord 5291)
Wholesale #111 (and Covington) \$1.10 /ccf*

Covington and #111 Water Use Rate equals \$1.242 /ccf in 2002

* Rate subject to change due to a proposed take or pay agreement between Auburn and Covington and #111

Exhibit C

EMERGENCY WATER SUPPLY AGREEMENT

Auburn/ Covington/Water District #111

Operation Procedures

1. Water supply requests of Covington and/or #111, or any combination of the two, plus Auburn water use exceeds available supply from Auburn due to an emergency.
2. Auburn determines that it can not provide requested supply and therefore must curtail flow to Covington and/or #111. Auburn notifies Covington and #111 of need to curtail.
3. Covington and/or #111 request Lakehaven Intertie be activated by Auburn.
4. Auburn notifies Lakehaven of emergency and asks how much water Lakehaven can supply and for how long.
5. Lakehaven responds with rate and duration.
6. Auburn requests Intertie be activated for a given flow rate and duration.
7. a) If Lakehaven plus Auburn supply will be greater or equal to the supply requested by Covington and #111

Flush line, read the meter and open the intertie

When the emergency is over, close intertie and read meter

- b) If Lakehaven plus Auburn supply still is less than the requested supply, Auburn notifies Covington and #111 of available supply and requests a breakdown of how the LUD supply plus the Auburn supply is to be distributed. When this information is received:

Flush line, read the meter and open the intertie

When the emergency is over, close intertie and read meter

Deactivation

8. If Auburn determines that the water supply emergency is over and it can supply Auburn plus Covington and #111's requested water supply without use of the LUD intertie, Auburn will request of LUD that the intertie be closed.
9. If LUD determines that it must reduce or terminate supply, LUD will notify Auburn (subject to Paragraph 5 (a) of this Agreement). Auburn will notify Covington and #111 (subject to Paragraph 5 (b) of this Agreement) that flow will be curtailed, and request how the parties would like any available water distributed.

RESOLUTION NO. 3 4 8 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERIM WATER SALES AGREEMENT BETWEEN THE CITY OF AUBURN AND COVINGTON WATER DISTRICT AND WATER DISTRICT No. 111.

WHEREAS, Covington Water District (Covington), King County Water District No. 111 (WD 111) and the City of Auburn (Auburn) are authorized to enter into this Agreement under the authority of their respective enabling legislation and under the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS, the parties desire to avoid unpredictable water sales and create a predictable and reliable cost for wholesale water to be sold by Auburn to Covington and WD 111, and

WHEREAS, it is in the public interest for the parties herein to enter into an interim water sales agreement,

NOW, THEREFORE, THE COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HEREWITH RESOLVES THAT:

Section 1. Pursuant to RCW 39.34, the Interlocal Cooperation Act, Auburn, Covington and WD 111 have legal authority to cooperate with other localities on the basis of mutual advantage and provision of services.

Section 2. The Mayor and City Clerk of the City of Auburn are herewith authorized to execute the Interim Water Sales Agreement between Auburn and Covington and WD 111 with minor administrative changes if required. A copy of said

Agreement is attached hereto, denominated as Exhibit "A" and made a part hereof as though set forth in full herein.

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

Section 4. This resolution shall be in full force and affect upon passage and signatures hereon.


DATED this 17th day of June, 2002.

CITY OF AUBURN



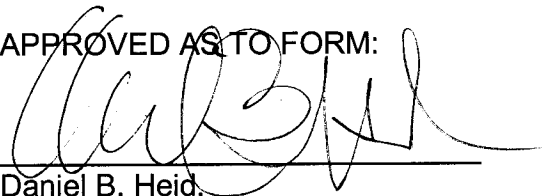
PETER B. LEWIS
MAYOR

ATTEST:



Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

Return Address:
Auburn City Clerk
City of Auburn
25 West Main St.
Auburn, WA 98001



20030714002731

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PAGE 001 OF 008
07/14/2003 15:21
KING COUNTY, WA

RECORDER'S COVER SHEET

Document Title(s) (or transactions contained therein):

Interlocal Agreement (RES 3482) Interim Water Sales Agreement

8 / 26 PNWT
W 6178-12

Reference Number(s) of Documents assigned or released:

☐ Additional reference #'s on page _____ of document

Grantor(s)/Borrower(s) (Last name first, then first name and initials)

Auburn, City of

Grantee/Assignee/Beneficiary: (Last name first)

1. Covington Water District
2. King County Water District 111

APPROVED FOR RECORDING
KING COUNTY RECORDER
07/14/2003 15:21

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)

PER RCW 39.34

☐ Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

N/A

☐ Assessor Tax # not yet assigned

Exhibit "A"

**INTERIM WATER SALES AGREEMENT
between
COVINGTON WATER DISTRICT,
KING COUNTY WATER DISTRICT NO. 111
and the
CITY of AUBURN**

This Agreement ("Agreement") is made and entered into this 14 day of June, 2002, by and between Covington Water District (Covington) a Municipal Corporation, King County Water District No. 111 (WD 111), a Municipal Corporation (collectively referred to herein as "the Districts") and the City of Auburn (Auburn), a Municipal Corporation.

Recitals:

- A. The parties to this Agreement are also parties to "Interlocal Agreement 2 for the Lea Hill Intertie Project between Covington Water District, King County Water District #111, and the City of Auburn" ("IA2").
- B. The parties desire to avoid unpredictable water sales and create a predictable and reliable cost for wholesale water to be sold by Auburn to the Districts.
- C. By guaranteeing a minimum purchase of water for a given period of time, i.e., a take or pay approach, the cost of water, which to a significant extent is based on peaking factors, can be minimized for all of Auburn's customers.

- D. This Agreement is intended to establish a rate for a fixed block of water for the mutual benefit of the parties of this Agreement.
- E. It is in the interest of the Districts to have a predictable supply of water available, and in Auburn's interest to have a predictable and consistent source of revenue from the sale of such water.
- F. The parties are authorized to enter into this Agreement under the authority of their respective enabling legislation and under the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act.
- G. The 1.5 million gallons of water per day ("MGD") take or pay water provided for in this Agreement is a portion of and not in addition to the 5 MGD as addressed in IA2.

Now, **therefore**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

- 1) **TAKE OR PAY:** The Districts agree to purchase an average of 1.5 MGD of water from Auburn on a take or pay basis. Take or pay shall mean that the Districts shall pay for 1.5 MGD whether or not the water is actually taken by the Districts (the "take or pay" water also referred to in this Agreement as "the Block" of water; provided the Block of water may be modified as set forth in Paragraph 4 "Annual Review and Adjustment" herein). If the Districts cannot accept 1.5 mgd due to an emergency, as

defined in Paragraph 6, they will be billed for the water they receive at the Block rate.

2) CHARGES FOR WATER: The Districts shall pay the rate per one hundred cubic feet of water ("CCF") for the 1.5 MGD Block shown in Exhibit 1, attached hereto, which is by this reference incorporated, except as further addressed in Paragraph 3 herein. Any water taken in excess ("Excess Water") of the Block during the winter (October 1 through May 31) shall be billed at the winter overage rate shown in Exhibit 1 and during the summer (June 1 through September 30) shall be billed at the summer overage rate shown in Exhibit 1. Any water taken during an emergency within the Covington and/or WD 111 systems, as defined in Paragraph 6, shall be billed at the 1.5 mgd Block rate. Auburn shall send one monthly bill to WD 111 for all water purchased by the Districts.

3) QUANTITY AVAILABLE / DELIVERED: The 1.5 MGD Block of water shall be defined as a block of water to be delivered at an average rate of 1.5 MGD measured over a rolling 3 day period with total quantities delivered within any single day being no more than 10% more or less than 1.5 MGD. If the Districts are unable for any reason to accept the Block of water, the minimum monthly payment shall be 1.5 MGD multiplied by the rate then in effect pursuant to Paragraph 2 above. If Auburn is unable to deliver the amount of water requested by the Districts, up to the Block of water, then Auburn will bill the Districts for the amount of water actually delivered at the

block rate pursuant to Paragraph 2 above. For the take or pay water Block provided for herein, the Districts will be served on the same basis and with the same reliability as service is provided to Auburn's retail customers, and any curtailment, restrictions or limitations on delivery shall be on same basis as curtailment, restrictions or limitations on delivery to Auburn's retail customers.

4) ANNUAL REVIEW AND ADJUSTMENT: The initial Block of 1.5 MGD

shall remain in effect through December 31, 2005. Each year, the "take or pay" Block may be adjusted by mutual agreement. By September 1 of each year the Districts shall notify Auburn of their intent to continue without change or request an increase in the Block quantity. Any requested change in the Block quantity would be effective January 1 of the year following the request. In the event that neither party communicates its intent under this provision, the Block shall be deemed to continue unchanged.

5) TERM: This Agreement shall remain in full force and effect from the first day of the month following the execution of this Agreement through December 31, 2005; provided that this Agreement shall automatically be renewed for an additional year at the conclusion of the term of this Agreement or any extension thereof unless any party provides the others with notice of an intent not to extend this Agreement, which notice shall be received by the other parties not less than one year prior to the expiration of the term of this Agreement or any extension thereof. The termination of this Agreement shall


not affect any rights or obligations under IA2.

- 6) EMERGENCIES:** For purposes of this Agreement, an emergency shall be defined as resulting from a water shortage, a major water line break, fire demand, contamination to the water supply system, mechanical equipment failure, electrical equipment failure or Puget Sound Energy facility failure, or any other mutually agreed upon emergency within the water supply system. An emergency period shall be for no more than five (5) working days without written request by the Districts and approval by Auburn in writing to extend the emergency period.
- The City may change, reduce or limit the time for or temporarily discontinue any water supplied for an emergency in excess of the Block quantity without notice. Prior to a planned interruption or limiting of emergency service, the City will notify the Districts of such not less than three days prior to the service disruption. The City agrees to use best efforts and reasonable diligence to notify the Districts as soon after it becomes aware of the need for emergency service disruption and further will, to the extent practical, limit the service disruption to daylight hours.

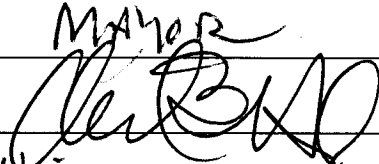
- 7) JOINT AND SEVERAL OBLIGATION:** The obligation of the Districts as set forth therein shall be a Joint and Several obligation of the Districts. Allocation of the take or pay Block of water and the payment for such water shall be negotiated between the Districts outside of this Agreement.

In witness whereof the participants hereto have caused this Agreement to
be executed by their proper officers on the 17th day of

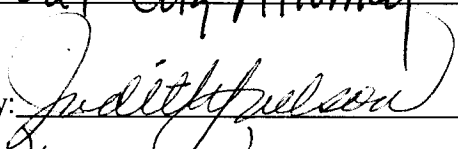
June, 2002.

City of Auburn by: 

Title: MAYOR

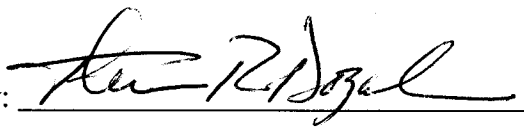
Approved as to form by: 

Title: Daniel B. Heid, City Attorney

Covington Water District by: 

Title: General Manager

King County

Water District #111 by: 

Title: GENERAL MANAGER

**Interim Water Sales Agreement
Between
Covington Water District,
King County Water District No. 111
And the
City of Auburn**

Exhibit 1

Take or Pay Monthly Rates				
Year	Base Charge*	1.5 MGD Rate	Winter Overage	Summer Overage
2002	\$175.00	\$0.70	\$0.80	\$1.85
2003	\$175.00	\$0.75	\$0.85	\$2.00
2004	\$175.00	\$0.80	\$0.90	\$2.10
2005	\$175.00	\$0.85	\$0.95	\$2.20

* Covington and WD 111 are each responsible for paying a Base Charge of \$175.00 per month per district.

RESOLUTION NO. 3 5 3 4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A REVISED WATER SYSTEM INTERTIE AGREEMENT NO. 3A BETWEEN THE CITY OF AUBURN AND THE CITY OF ALGONA.

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, Auburn and Algona have legal authority to cooperate with other localities on the basis of mutual advantage and provision of services; and

WHEREAS, the City of Auburn and the City of Algona executed Interlocal Agreement No. 3 (IA No. 3), dated August 19, 1996; and

WHEREAS, information and exhibits in IA No. 3 need to be updated to reflect current status; and

WHEREAS, the Algona well and water right were not completely conveyed by Algona to Auburn as intended under IA No. 3; and

WHEREAS, it is the desire of Algona and Auburn to finalize the IA No. 3 agreement with respect to facilities constructed and agree on a method of payment for constructed and proposed facilities.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HERewith RESOLVES THAT:

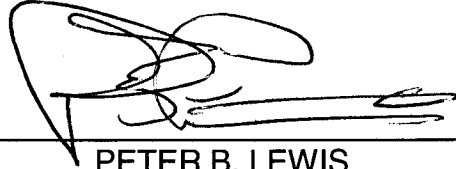
Section 1. Pursuant to RCW 39.34, the Interlocal Cooperation Act, Auburn and Algona have legal authority to cooperate with other localities on the basis of mutual advantage and provision of services.

Section 2. The Mayor and City Clerk of the City of Auburn are herewith authorized to execute a revised Water System Intertie Agreement No. 3A between the City and the City of Algona. A copy of said Agreement is attached hereto, denominated as Exhibit "1" and made a part hereof as though set forth in full herein.

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

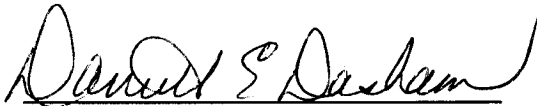
DATED this 21st day of October, 2002.

CITY OF AUBURN



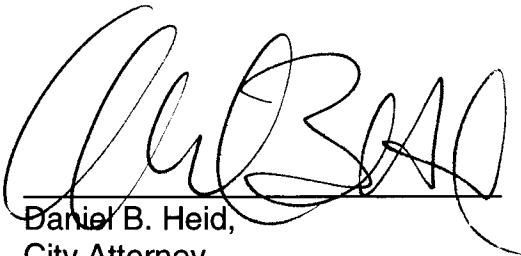
PETER B. LEWIS
MAYOR

ATTEST:



Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney



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PAGE 001 OF 032
01/13/2003 09:44
KING COUNTY, WA

50.00

Return Address:
Auburn City Clerk
City of Auburn
25 West Main St.
Auburn, WA 98001

RECORDER'S COVER SHEET

Document Title(s) (or transactions contained therein):

Interlocal Agreement

31/49
PNWT
W4881-12

Reference Number(s) of Documents assigned or released:

☐ Additional reference #'s on page _____ of document

Grantor(s)/Borrower(s) (Last name first, then first name and initials)

Auburn, City of

Grantee/Assignee/Beneficiary: (Last name first)

Algona, City of

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)

PER RCW 39.34

☐ Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

N/A

☐ Assessor Tax # not yet assigned

WATER SYSTEM INTERTIE AGREEMENT
Algona/Auburn Intertie Agreement No. 3A

THIS AGREEMENT made and entered into by and between the City of Auburn, hereinafter referred to as "Auburn", and, the City of Algona, hereinafter referred to as "Algona", for the purposes of modifying Interlocal Agreement 3 between Algona and Auburn and establishing a payment schedule for the system intertie between the respective parties,

WITNESSETH:

WHEREAS, both Cities have executed Interlocal Agreement 3 (IA#3) for the Algona Intertie Project dated August 19, 1996; and

WHEREAS, both Cities agreed that the following facilities were to be built and funded in part or in whole by Algona as a part of IA#3:

1. Five (5) Meter Stations
2. A Future Reservoir in Lakeland Hills
3. Wells 6 and 7; and

WHEREAS, this agreement identifies one time capital facilities charges for the above referenced projects that serve to increase the capacity of service to the City of Algona; and

WHEREAS, Algona agreed to deed over its primary Water Right(s) (instantaneous flow rate (Qi) of 500 gpm, annual flow rate (Qa) of 175 acre feet per year), well facilities and well property protection zone easement to Auburn in exchange for Auburn providing a portion of the Algona long term water supply; and

WHEREAS, the Cities agreed to terminate a number of preexisting agreements; and

WHEREAS, Algona agreed to implement a water conservation program consistent with Auburn's conservation program; and

WHEREAS, Algona agreed to maintain its 100,000 gallons of system storage, participate in an additional 100,000 gallons of storage in the Auburn system or provide for the storage otherwise; and

WHEREAS, Algona granted Auburn permission to construct, own, operate, maintain, repair and replace Auburn water facilities within Algona right of way at Auburn expense; and

WHEREAS, the Boeing Company "Welded Duct Facility" was transferred to Algona as a direct service customer and the existing meter was converted to a master meter; and

WHEREAS, a 180,000 gallon share of the IA#3 proposed 1.7 million gallon Lakeland Hills Reservoir was to be financed by Algona in accordance with the Algona January 1997 Water

System Plan and with Auburn storage criteria in accordance with the schedule contained in Exhibit D of IA#3; and

WHEREAS, Auburn agreed to provide Algona up to 525,000 gallons of average day demand (ADD) and 1,114,000 gallons of maximum day demand (MDD) through 2014; and

WHEREAS, the estimated project costs were shown in Exhibit D of IA#3 and those estimated costs were understated; and

WHEREAS, the Algona City well and associated water rights were not completely conveyed by Algona to Auburn as intended under IA#3, and

WHEREAS, it is the desire of Algona and Auburn to finalize the IA#3 agreement with respect to facilities constructed and agree on a method of payment for constructed and proposed facilities

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

In order to provide for the construction and operation of water supply facilities, piping and meters for a water supply intertie, and reservoir capacity, all between Auburn and Algona, the Participants mutually agree:

1. Interlocal Agreement 3 (IA#3) for the Algona Intertie Project between the City of Algona and the City of Auburn, dated August 19, 1996 and adopted by City of Auburn Resolution No. 2770 is hereby superceded by this Agreement.
2. Algona shall convey to Auburn Algona's City well and any and all associated water rights by Bill of Sale, included as Exhibit F. The well location is depicted on Exhibit A. In addition, Algona shall convey a Well Site Easement included as Exhibit G, and Access Easement included as Exhibit H for the aforementioned well. All costs for said conveyances will be included within the costs of projects planned under this Agreement. In event of future well abandonment by Auburn, any and all related easements shall be vacated by Auburn, and Algona and others shall no longer be bound thereby.
3. Algona shall have and implement a conservation program. The conservation program shall, at a minimum, be consistent with Auburn's conservation program and include field testing for leak detection, repair of leaks and public information actions equal to Auburn's public information actions. Algona's water conservation plan shall be included in the 2002 Algona Water System Plan.
4. So long as it continues to purchase wholesale water from Auburn, Algona shall continue to maintain and provide no less than the existing storage in its 100,000 gallon reservoir in its westerly service area. Alternately, Algona may elect to increase participation by 100,000 gallons within the future Auburn reservoir per Exhibit B herein, or acquire storage otherwise (such as

from Lakehaven Utility District) and terminate the continued operation of the existing reservoir in its westerly service area.

5. Algona hereby grants Auburn the right to construct, own, operate, maintain, repair, and replace Auburn's municipal water system including pipes, fire hydrants, valves, meters, and other appurtenances located within Algona right-of-way as shown on Exhibit A, in perpetuity per the terms and conditions herein.

5.1. Auburn shall provide to Algona copies of available record drawings showing the location of Auburn's water system within Algona right-of-way.

5.2. Except for the normal operation of Auburn's water system, Auburn shall notify Algona prior to any major waterline improvements or replacements which may interfere with or disrupt any other utilities and/or passage of traffic within Algona. Algona shall notify Auburn prior to any street or other utility improvement which may interfere or disrupt Auburn's water system.

5.3. Auburn shall be responsible to pay for costs associated with improvements to Auburn's water system including necessary street patches. In the event that Algona constructs any street improvements on those rights-of-way containing Auburn's water system, Auburn shall be responsible to adjust all water system appurtenances to finish grade, including lowering or raising said pipelines at conflict with Algona improvements.

6. Algona agrees to financially participate in the supplemental supply development of a portion of Auburn's Well # 6 and Well # 7, in accordance with Exhibit D.

7. This Agreement shall include construction and operation of up to five individual master meter stations. Three master meter stations, including the one currently serving the Boeing "Welded Duct Facility", and two installed under IA#3 are as shown on Exhibit A. The remaining two meter stations will be located and constructed at the discretion of Algona. For adequate water distribution to be obtained, it may also be necessary for Algona to construct additional piping and connections, at its own expense.

8. Algona agrees to transfer title to Auburn for any water lines between existing master meter stations and the existing Auburn mains. Any piping between future master meter stations and Auburn mains will be similarly transferred by Algona to Auburn. Title will be transferred with a bill of sale and the water pipe will be regulated under Paragraphs 5 and 13 of this Agreement.

9. This Agreement shall include future construction of a reservoir by Auburn within the Lakeland Hills development area within Pierce County, Washington. The volume of the new reservoir is presently estimated to be approximately 2.65 million gallons, and this capacity is to be shared with Algona. Financial participation is to be based on a capacity percentage basis by any and all municipalities sharing in the capacity, whether the actual storage volume usage for

any such municipality is directly derived from the reservoir or not. Algona's capacity shall be 180,000 gallons, exclusive of the provision of Paragraph 4 of this Agreement.

10. Algona projects the need for supply source in the following quantities:

<u>Year</u>	<u>Average Daily Demand (mgd)</u>	<u>Maximum Daily Demand (mgd)</u>
2004	0.457	0.945
2009	0.491	1.029
2014	0.525	1.114

11. Additional water supply may be available as mutually agreed to in writing by the Auburn City Council and the Algona City Council.

12. Respective facility ownership, capacity rights, and responsibility for operation, maintenance, and renewal and/or replacement (r/r) are as specifically described in Exhibit B. Operational parameters shall be as specifically defined in Exhibit C.

13. Distribution water pipelines within the city limits of a Participant shall be owned and the responsibility of that Participant, with the exception of Auburn facilities specifically identified on Exhibit A, and permitted by Paragraph 5.

14. Retail customers whose property lies within the city limits of a Participant shall be the retail customers of that Participant.

15. For Auburn facilities within Algona, as specifically identified on Exhibit A, Algona hereby grants a franchise to Auburn.

16. Auburn shall design, construct and maintain its facilities constructed under this Agreement in accordance with the design standards described in the 2001 Auburn Comprehensive Water Plan, and the updates thereto.

17. Both Participants shall exercise good faith and use best efforts in estimating project costs. However, the foregoing notwithstanding, each Participant shall be responsible for and shall pay for one hundred percent (100%) of its actual, proportionate share of the project costs, regardless of the estimate. The project costs are estimated as shown in Exhibit D. The Participants shall maintain individual cost records of their expenses for the project. Auburn will maintain overall coordinated project cost records. Algona has the right to review the design of each project in Exhibit D, prior to the project being bid. Auburn shall allow sufficient time in the project schedule for this review. Should potential cost savings to the design be identified that are not in conflict with accepted industry design standards, Algona and Auburn shall work in good faith and cooperatively to incorporate the potential cost savings into the final design.

18. The Participants shall fully finance and pay for their proportionate share of cost as shown in Exhibit D. Algona shall deposit funds with Auburn to perform the project work for the proposed facilities in accordance with the schedule shown in Exhibit E. As future actual costs of projects in Exhibit D are determined, Auburn will notify Algona of such updates and the authorized representatives will execute an update to Exhibit D which will supercede all prior dated versions of Exhibit D.

19. Auburn has prepared a cost of service study to determine the cost of service to its customers. A customer classification for "wholesale-Algona" has been created, and rates for service charges are based on a rate study for this customer classification. Auburn will regularly update the cost of service analysis. Wholesale water rates to Algona will be based on costs of providing the service.

20. For purposes of this Agreement, each Participant identifies its authorized representative as the "Mayor" of Algona and as the "City Engineer" of Auburn.

21. The Participants shall meet as needed for project coordination.

22. The Participants shall be responsible for design, construction management, and commissioning of all facilities to be constructed in accordance with ownership of the facility. Responsibilities may be assigned otherwise by agreement of the Participants' authorized representatives.

23. It is acknowledged and agreed that in the event Auburn experiences any system failure or decreased capacity for any reason, the supply to Algona may be curtailed to an equal percentage of use as Auburn's curtailment is implemented. Such curtailment shall be imposed by Algona on Algona retail customers immediately and simultaneously as such curtailment is imposed by Auburn on Auburn retail customers.

24. It is the intent of Auburn to provide the water described in Paragraph 10 whenever it is available subject to the limitations described in Paragraph 23. Auburn shall use reasonable diligence and best efforts to provide immediate notice in the event it becomes aware that it may not be able to fulfill the requirements of Paragraph 10 for any reason.

25. Auburn possesses the short-term (approximately five (5) years) capacity to meet the storage requirements for Algona. Long-term storage requirements for Algona shall be met by Algona financial participation within the next increment of storage to be constructed by Auburn. Algona's minimum financial participation shall provide for construction of storage volume capacity of 180,000 gallons, inclusive of standby, equalization, and fire protection volume storage. Such 180,000 gallon capacity is in addition to Algona's existing 100,000 gallon reservoir storage in its westerly service area.

26. Algona's water supply needs above the 0.525 mgd average daily demand, and the 1.114 mgd maximum daily demand, both identified in Paragraph 10 will be dependent upon negotiation of an amendment to this Agreement.

27. This Agreement shall remain in full force unless terminated by mutual agreement of the Participants.

28. This Agreement may be amended only in writing by approval signed by the Participants.

29. The authorized representatives shall have authority to update Exhibits attached hereto. The Exhibits shall be updated and/or revised only upon written agreement signed by the Participants' authorized representatives. Updates must be ratified by each Participant's City Council.

30. Algona agrees to indemnify, defend and hold harmless Auburn, its officers, directors, employees and agents, and their successors and assigns, from any and all costs or claims arising out of or in any way resulting from Algona's default, failure of performance, or negligent conduct associated with this Agreement. It is further agreed that Auburn shall provide water to Algona consistent with its provision of water to all of its retail water customers, and the failure of the Auburn water system to deliver flow to Algona, in whole or in part, as described in this Agreement, so long as Auburn is providing water to Algona consistent with its provision of water to the rest of its retail water customers, and consistent herewith, shall not give rise to an action against Auburn, and Algona agrees to indemnify, defend and hold harmless Auburn, its officers, directors, employees and agents, and their successors and assigns, from any and all costs or claims arising out of or in any way resulting from any such failure of the Auburn water system to deliver flow to Algona, in whole or in part. This indemnification provision shall include, but is not limited to, all claims against Auburn by an employee or former employee of Algona or their contractors and, as to such claims, Algona expressly waives all immunity and limitation of liability under Title 51 RCW.

Auburn agrees to indemnify, defend and hold harmless Algona, their officers, directors, employees and agents, and their successors and assigns, from any and all costs or claims arising out of or in any way resulting from Auburn's default, or negligent conduct associated with this Agreement. This indemnification provision shall include, but is not limited to, all claims against Algona by an employee or former employee of Auburn or its contractors and, as to such claims, Auburn expressly waives all immunity and limitation of liability under Title 51 RCW.

31. The parties shall make good faith efforts to resolve by informal discussion any dispute arising under or in connection with this Agreement. If at any time either party to this Agreement determines that such informal discussions will not result in a resolution of the dispute, such party may request formal discussion by both parties. If formal discussion by the parties does not resolve the dispute, a settlement conference shall be held within thirty (30) days of the unsuccessful resolution meeting. The settlement conference will be held at the Seattle office of Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The complaining party must contact JAMS to schedule the conference. The parties may agree on a retired judge from the JAMS panel. If they are unable to agree, JAMS will provide a list of three available judges and each party may strike one. The remaining judge will serve as the mediator at the settlement conference.

32. If any provision of this Agreement is invalid or unenforceable the remaining provisions shall remain in force and effect.

IN WITNESS WHEREOF, the Participants hereto have caused this Agreement to be executed by their proper Officers on the date shown below.

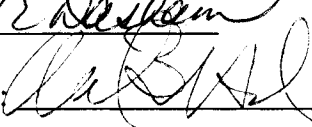
City of Auburn

By: 

Its: Mayor

Date: 10/21/02

Attest by: 

Approved as to Form by: 

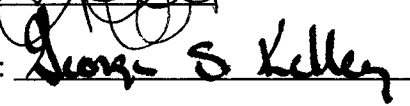
City of Algona

By: 

Its: Mayor

Date: 11-6-02

Attest by: 

Approved as to Form by: 



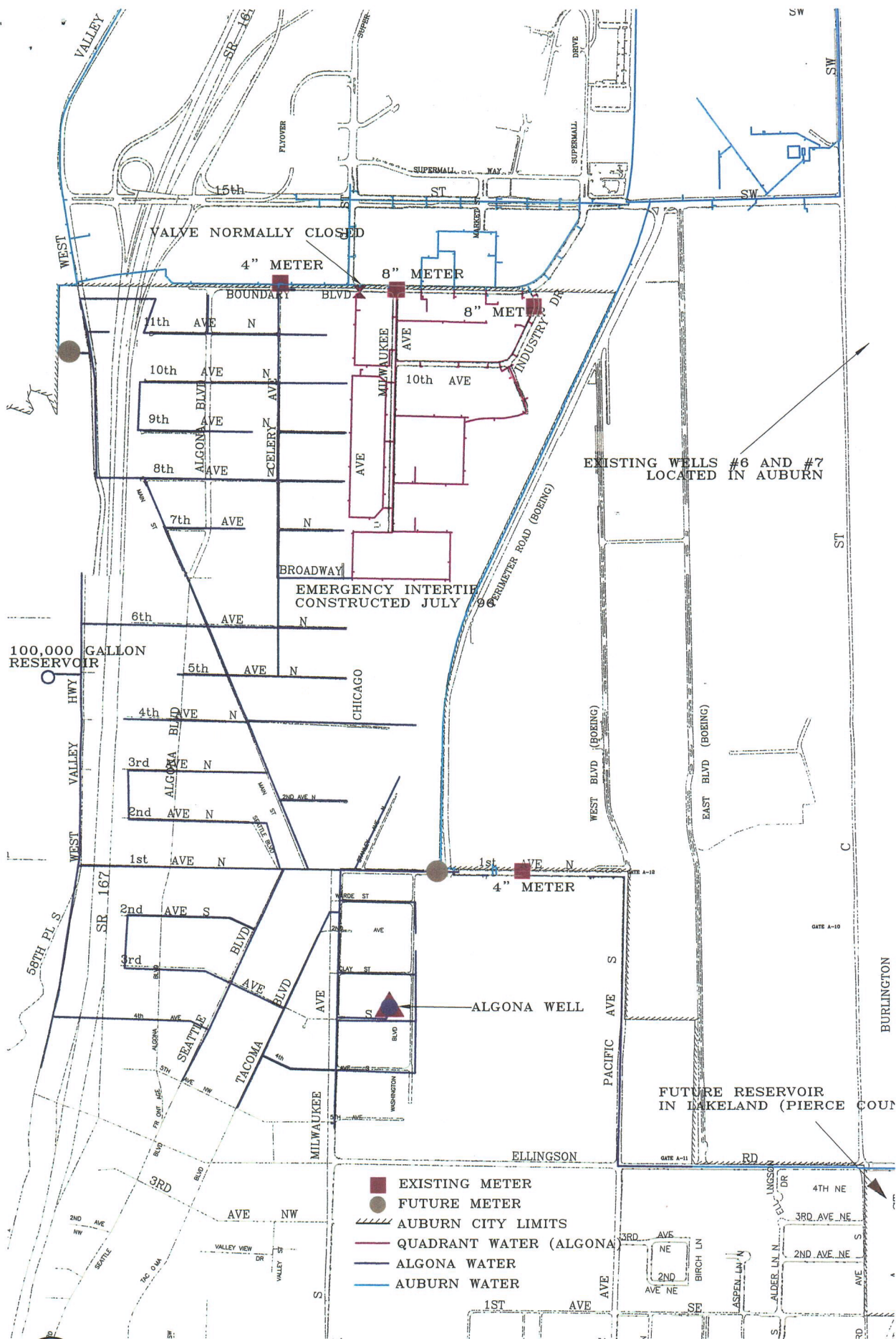


EXHIBIT A - FACILITIES LAYOUT PLAN
IA #3A
ALGONA INTERTIE PROJECT

SCALE: 1"=800'

Exhibit A
Facilities Layout Plan

WATER SYSTEM INTERTIE AGREEMENT
Algona/Auburn Intertie Agreement No. 3A
(continued)

Update Approval

1. Auburn: _____, Dated: _____
Algona: _____, Dated: _____
2. Auburn: _____, Dated: _____
Algona: _____, Dated: _____
3. Auburn: _____, Dated: _____
Algona: _____, Dated: _____

Exhibit B
Facility Ownership, Capacity Rights, Operation, Maintenance, and
Renewal and Replacement Responsibilities
to
WATER SYSTEM INTERTIE AGREEMENT
Algona/Auburn Intertie Agreement No. 3A

Facility	Location	Facility Ownership	Capacity Rights	Operation, Maintenance, & Renewal/Replacement Responsibility
Meter Station 1, existing for Boeing	200' easterly of the Intersection of 1st Avenue North and Perimeter Road	Auburn	100% Algona	Auburn
Meter Station 2, existing	Intersection of Milwaukee Avenue and Boundary Boulevard	Auburn	100% Algona	Auburn
Meter Station 3, existing	Intersection of Industry Drive North and Boundary Boulevard	Auburn	100% Algona	Auburn
Meter Station 4 future	Presently unknown, but probably near intersection of West Valley Highway and Boundary Boulevard extended	Auburn	100% Algona	Auburn
Meter Station 5 future	Presently unknown, but probably near intersection of UP RR and 1st Avenue North	Auburn	100% Algona	Auburn
Algona Well, existing	+/-150' northwesterly of intersection of Washington Boulevard and 3rd Ave South	Auburn	100% Auburn	Auburn
Lakeland Hills Reservoir, future	Lakeland Hills, Pierce County	Auburn	180,000 gallons Algona; remainder Auburn	Auburn
Supply (Qi) existing supplemental water rights	Well #6, Fulmer Field Well #7, City Park	Auburn	1,114,000 gpd Algona; remainder Auburn	Auburn

Exhibit B
Facility Ownership, Capacity Rights, Operation, Maintenance, and
Renewal and Replacement Responsibilities
to
WATER SYSTEM INTERTIE AGREEMENT
Algona/Auburn Intertie Agreement No. 3A
(continued)

Update Approval

1. Auburn: _____, Dated: _____
Algona: _____, Dated: _____
2. Auburn: _____, Dated: _____
Algona: _____, Dated: _____

Exhibit C
Project Criteria
to
WATER SYSTEM INTERTIE AGREEMENT
Algona/Auburn Intertie Agreement No. 3A

Project Criteria:

- Meter Stations to be sized on flow volume criteria as opposed to line size.
- Maximum (Qi) daily demand flow is 1.114 million gallons per day for total of all meter stations supply to Algona, except in case of fire or emergency.
- Maximum annual (Qa) average daily demand flow is 0.525 million gallons per day for total of all meter stations supply to Algona.
- Each meter station shall be calibrated annually for the first three years of operations, and thereafter at the discretion of Auburn.
- Reservoir capacity for Algona is 180,000 gallons of the estimated 2.65 mg total capacity in the proposed Lakeland Hills Reservoir.
- Total of all meter stations supply to Algona necessary for peak hourly flow and fire flow shall be determined by Algona, and such data provided to Auburn for meter station design and/or station design review.

Update Approval

1. Auburn: _____, Dated: _____
Algona: _____, Dated: _____
2. Auburn: _____, Dated: _____
Algona: _____, Dated: _____

Exhibit D
Project Cost Estimate
to
WATER SYSTEM INTERTIE AGREEMENT
Algona/Auburn Intertie Agreement No. 3A

	IA#3		Incurred Costs To Date	
Description	Estimated Cost	Expenditures to Date	Auburn	Algona
<u>METER STATIONS</u>	(includes allied costs)			
2-inch @ Boeing	N/A	N/A	N/A	N/A
8-inch @ Industry Drive	\$25,740	\$76,723	\$31,757	\$44,966
8-inch @ Milwaukee	\$25,740	\$76,723	\$31,757	\$44,966
8-inch (Future)	\$28,600	N/A	0%	100%
8-inch (Future)	\$31,460	N/A	0%	100%
Subtotal Meter Stations	\$111,540	\$153,446	\$63,514	\$89,932
SUPPLY FACILITIES				
Well #6		\$1,057,507	\$990,514	\$66,993
Well #7		\$2,387,050	\$2,235,829	\$151,221
Subtotal Supply Facilities	\$1,787,500	\$3,444,557	\$3,226,343	\$218,214
PRELIMINARY COSTS				
Algona Well/Water Rights Conveyance	\$5,000	\$5,000	\$5,000	\$0
Algona Water Rights	N/A	N/A	\$30,000	(\$30,000)
Well Easements	\$2,000	\$2,000	\$2,000	\$0
SKCRWA JOA Development	\$5,800	\$5,800	\$0	\$5,800
COS/Rate Study	\$1,627	\$1,627	\$0	\$1,627
Subtotal Preliminary Costs	\$14,427	\$14,427	\$37,000	(\$22,573)
COSTS TO DATE	N/A	\$3,612,430	\$3,326,857	\$285,573
PAYMENTS TO DATE	N/A	N/A	(\$3,326,857)	(\$85,300)
BALANCE OWING	N/A	N/A	\$0	\$200,273
STORAGE FACILITIES				
Lakeland Hills Res.	\$2,700,000	N/A	\$2,520,000	\$180,000
Subtotal Storage Facilities	\$2,700,000	N/A	\$2,520,000	\$180,000
Estimated Total PROJECT COST	\$4,613,467	\$6,312,430	\$5,846,857	\$465,573

Update Approval

1. Auburn: _____, Dated: _____

Algona: _____, Dated: _____

2. Auburn: _____, Dated: _____

Algona: _____, Dated: _____

Exhibit E - Project Schedule
to
WATER SYSTEM INTERTIE AGREEMENT
Algona/Auburn Intertie Agreement No. 3A

<u>Activity</u>	<u>Date</u>
Execute Interlocal Agreement #3	Completed
Complete master meter stations design for initial two stations	Completed
Algona to provide well, water rights and easements conveyance to Auburn	November 2002
Award master meter stations construction contract	Completed
Complete construction of master meter stations #2 and #3	Completed
Final master meter stations and conveyance project cost accounting	Completed
Interim payment of \$85,300 from Algona	Completed
Final Auburn Wells 6 and 7 cost accounting	Completed
Execute Interlocal Agreement #3A	November 2002
Future construction of master meter stations #4 and #5	To be determined
Algona to provide \$200,273 to Auburn for partial payment of cost incurred to date	31 March 2003
Algona to provide \$180,000 to Auburn for partial payment for future Reservoir	Due at Construction Contract Award
Final project cost accounting	31 March 2008
Final IA #3A balancing payment from Algona	30 April 2008

Exhibit E - Project Schedule
to
WATER SYSTEM INTERTIE AGREEMENT
Algona/Auburn Intertie Agreement No. 3A

Update Approval

1. Auburn: _____, Dated: _____
Algona: _____, Dated: _____
2. Auburn: _____, Dated: _____
Algona: _____, Dated: _____

Exhibit F – Bill of Sale for Algona’s Well
to
WATER SYSTEM INTERTIE AGREEMENT
Algona/Auburn Intertie Agreement No. 3A
(follows)

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001

Above this line reserved for recording information.

BILL OF SALE

Reference # (if applicable):	N/A	Additional on page:	_____
Grantor/Borrower:	1) City of Algona	2)	_____
		Additional on page:	_____
Grantee/Assignee/Beneficiary:	City of Auburn		
Legal Description/STR:	NW, SW1/4, 25-21-4E	Additional on page:	_____
Assessor's Tax Parcel ID#:	954300-0570		

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of ONE DOLLAR (\$1.00), and for the consideration of incorporating the facilities into the City system, and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned Grantor City of Algona, a Municipal Corporation in King County, Washington, do by these presents hereby convey, setover, assign, transfer and warrant to the City of Auburn, a Municipal Corporation in King County, Washington, a well and waterworks supplying water for public use, the associated ground water right (EXHIBIT 'A', Certificate Number GI-22769C), and all appurtenances or any other associated public facility generally consisting of a ten (10) inch casing to approximately 65 feet below ground surface. Situated within the following described real property.

See EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

and the said Grantor(s) hereby warrant(s) that they are the sole owner(s) of all the property above conveyed; that they have full power to convey the same and that they will defend the title of the said Grantee against any and all persons lawfully making claim thereto, and indemnify the City of Auburn for any costs, including Attorney fees in defending title.

IN WITNESS WHEREOF the Grantor(s) has/have executed these presents this _____
day of _____, 2002.

City of Algona, GRANTOR

GLENN WILSON, MAYOR

STATE OF WASHINGTON)

County of King)ss.
)

I certify that I know or have satisfactory evidence that _____
_____ is the person who appeared before me, and said person acknowledged that he/she signed
this instrument, on oath stated that he/she was authorized to execute the instrument and
acknowledged it as the _____ of _____
_____, a Municipal Corporation, to be the free and voluntary act
of such party for the uses and purposes mentioned in this instrument.
Dated _____

Notary Public in and for the State of Washington
residing at _____
My appointment expires _____

File: 4.1
REF. H:\FORMS\FC089 (R 4/01)

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CERTIFICATE OF WATER RIGHT

- ☐ Surface Water (Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments therein, and the rules and regulations of the Department of Ecology.)
- ☒ Ground Water (Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1915, and amendments therein, and the rules and regulations of the Department of Ecology.)

PRIORITY DATE December 10, 1976	APPLICATION NUMBER G1-22769	PERMIT NUMBER G1-22769P	CERTIFICATE NUMBER G1-22769C
------------------------------------	--------------------------------	----------------------------	---------------------------------

NAME CITY OF ALGONA	CITY Algona	STATE Washington	ZIP CODE 98002
ADDRESS (STREET) 402 Karde Street			

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown.

PUBLIC WATER TO BE APPROPRIATED

SOURCE Well	TRIBUTARY OF (IF SURFACE WATERS)		
----------------	----------------------------------	--	--

MAXIMUM CUBIC FEET PER SECOND	MAXIMUM GALLONS PER MINUTE 500	MAXIMUM ACRE-FOOT PER YEAR 175.0
-------------------------------	-----------------------------------	-------------------------------------

QUANTITY, TYPE OF USE, PERIOD OF USE Municipal supply - continuously

LOCATION OF DIVERSION/WITHDRAWAL

APPROXIMATE LOCATION OF DIVERSION-WITHDRAWAL 400 feet east and 1200 feet south from west quarter corner of Sec. 25

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION) M-5-34	SECTION 25	TOWNSHIP N. 21	RANGE, E. OR W. J. W.M. 4 E.	W.A.L.A. 10	COUNTY King
---	---------------	-------------------	---------------------------------	----------------	----------------

RECORDED PLATTED PROPERTY

LOT 28	BLOCK 4	OF (GIVE NAME OF PLAT OR ADDITION) Woods Algona Add. Div. 1
-----------	------------	--

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

Area served by City of Algona

PROVISIONS

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in RCW 90.03.380, 90.03.390, and 90.44.020.

This certificate of water right is specifically subject to relinquishment for nonuse of water as provided in RCW 90.14.180.

Given under my hand and the seal of this office at Redmond Washington, this 15th day
of November, 1978.

Department of Ecology

ENGINEERING DATA

OK

by

Robert K. McCornick
ROBERT K. MCCORNICK, Regional Manager

FOR COUNTY USE ONLY

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PROOF OF APPROPRIATION OF WATER

APPLICATION NUMBER		PERMIT NUMBER	
		GI - 22760P	
NAME OF PERMITTEE			
CITY OF ALBANY			
POST OFFICE ADDRESS		CITY	STATE
402 W. 2nd Street		Albany	WA
ZIP CODE		99002	
ACTUAL SOURCE OF APPROPRIATION			
Well			
PURPOSE OF APPROPRIATION IS USED FOR			
Principal Water Supply			
DATE WATER WAS FIRST APPLIED TO PERMITTED USE		IF USED FOR IRRIGATION, NUMBER OF ACRES APPLIED IRRIGATED	
April 27, 1977			
IF SOURCE IS A WELL, IS AN ACCESS PORT NOW INSTALLED		WATERING DURING GROWING SEASON IS	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		ALL	
PUMP RATE			
500 gal per minute			
ACTUAL AMOUNT WITHDRAWN OR DIVERTED FROM PERMITTED SYSTEM			
Average 11,554 CF per day		<input type="checkbox"/> GPM <input type="checkbox"/> CFS	
HAVE ALL PROVISIONS AS REQUIRED BY PERMIT BEEN ACCOMPLISHED		IF NOT, EXPLAIN	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS USED (USE ADDITIONAL SHEET IF NECESSARY)

Well site: Block 4, Lots 23-30; Woods Albany Division No. 1 as recorded in book of Plats, Vol 10 Page 36, records of King County, Washington

Water used in City of Albany, Washington.

Description of City Limits: All that portion of Sections 23, 24, 25, 26 and 35 and 36 Township 21 North, Range 4 East, W.M., described as follows:
BEGINNING at the northwest corner of the southeast one-quarter of Section 23, Township 21 North, Range 4 East W.M. and running thence easterly along the North line of said southeast one-quarter to the northeast corner thereof; thence easterly along the north line of the southwest one-quarter of Section 24, Township 21 North, Range 4 East, W.M. to a point on the easterly margin of the joint C.M. & St. P. & O.W.R.R. Railway's right-of-way; thence southwesterly along said easterly margin to an intersection with the northerly margin of the right-of-way of South 350th Street; thence easterly along said northerly margin of South 350th Street to an intersection with the easterly margin of the right-of-way of 76th Avenue South; thence southerly along said easterly margin of 76th Avenue South to an intersection with the northerly line of the Southwest one-quarter of the Southeast one-quarter of Section 25, Township 21

STATE OF WASHINGTON,

County of King

ss.

I, John F. Mitchell, being first sworn, depose and say that I have

read the above and foregoing proof of appropriation; that I know the contents thereof; and that the facts therein stated are true.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of October, 1978.

John F. Mitchell
Permitter Signature

Subscribed and sworn to before me this 10th day of October, 1978.

W. C. [Signature]
Notary Public

Exhibit G – Well Site Easement
to
WATER SYSTEM INTERTIE AGREEMENT
Algona/Auburn Intertie Agreement No. 3A
(follows)

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001

Above this line reserved for recording information.

EASEMENT
Well Site Easement

Reference # (if applicable):	N/A	Additional on page:	_____
Grantor/Borrower:	1) City of Algona	2)	_____
		Additional on page:	_____
Grantee/Assignee/Beneficiary:	City of Auburn		
Legal Description/STR:	NW, SW1/4, 25-21-4E	Additional on page:	_____
Assessor's Tax Parcel ID#:	954300-0570		

For and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, and for benefits to be derived by the Grantor herein, Grantor, City of Algona, a municipal corporation of King County, Washington, hereby conveys and warrants to the City of Auburn, Grantee herein, a municipal corporation of King County, Washington, its successors and assigns, a perpetual Nonexclusive Easement under, over, through and across the following described real property for the purpose of operating, maintaining, installing and decommissioning a well and waterworks supplying water for public use AND APPURTENANCES THEREOF, said real property being described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND BY THIS REFERENCE
MADE A PART HEREOF.

This easement is given under the threat of and in lieu of Eminent Domain.

Said Grantee shall have the absolute right, at times as may be necessary, for immediate entry upon said Easement for the purpose of maintenance, inspection, construction, repair, reconstruction or decommissioning of the above improvements without incurring any legal obligation or liability therefore.

Said Grantee shall have the absolute right to place any type of driving surface within said Easement deemed necessary by the Grantee.

Said Grantor shall not in any way block, restrict or impede access and egress to or from said Easement, and/or in any way block, restrict or impede full use of the real property within the above-described Easement by said Grantee for the above-described purposes. Said Grantor may fence across said Easement and/or along the boundaries of said Easement provided that a gate is constructed in said fence. Said gate shall be of sufficient length and location to allow the Grantee full use of, and access and egress to and from the real property within the above-described Easement. If said gate is to be locked, keys shall be provided to the Grantee.

This Easement shall be a covenant running with the above-described real property and burden said real estate, and shall be binding on the successors, heirs and assigns of all parties hereto.

Dated this _____ day of _____, 2002.

City of Algona, GRANTOR

GLENN WILSON, MAYOR

STATE OF WASHINGTON)

County of King)ss.
)

I certify that I know or have satisfactory evidence that _____
_____ and _____
is/are the person(s) who appeared before me, and said individual(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated _____

Notary Public in and for the State of Washington
residing at _____
My appointment expires _____

REF. H:\FORMS\FC087 (4/98)

EASEMENT

Page 2 of 4

EXHIBIT "A"

ALGONA WATER WELL EASEMENT
3RD AVENUE SOUTH AND WASHINGTON BOULEVARD

THAT PORTION OF LOTS 23 AND 24 AND 25 AND 26 AND 27 AND 28 AND 29 AND 30, ALL IN BLOCK 4 OF WOOD'S ALGONA ADDITION, DIVISION NUMBER 1 TO THE CITY OF SEATTLE AS RECORDED IN VOLUME 19 OF PLATS, PAGE 36, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 30; THENCE NORTH 01°31'15" EAST ALONG THE WEST BOUNDARY OF SAID LOT 30, A DISTANCE OF 13.12 FEET; THENCE SOUTH 88°28'45" EAST, 49.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01°31'15" EAST, 100.00 FEET; THENCE SOUTH 88°28'45" EAST, 100.00 FEET; THENCE SOUTH 01°31'15" WEST, 80.00 FEET; THENCE SOUTH 88°28'45" EAST, 117 FEET MORE OR LESS TO THE WEST MARGIN OF WASHINGTON BOULEVARD; THENCE SOUTHERLY 20.00 FEET MORE OR LESS ALONG SAID WEST MARGIN OF WASHINGTON BOULEVARD TO A POINT WHICH BEARS SOUTH 88°28'45" EAST FROM SAID TRUE POINT OF BEGINNING; THENCE NORTH 88°28'45" WEST, 217 FEET MORE OR LESS TO SAID TRUE POINT OF BEGINNING.

SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 4 EAST, W. M.

EXHIBIT "B"

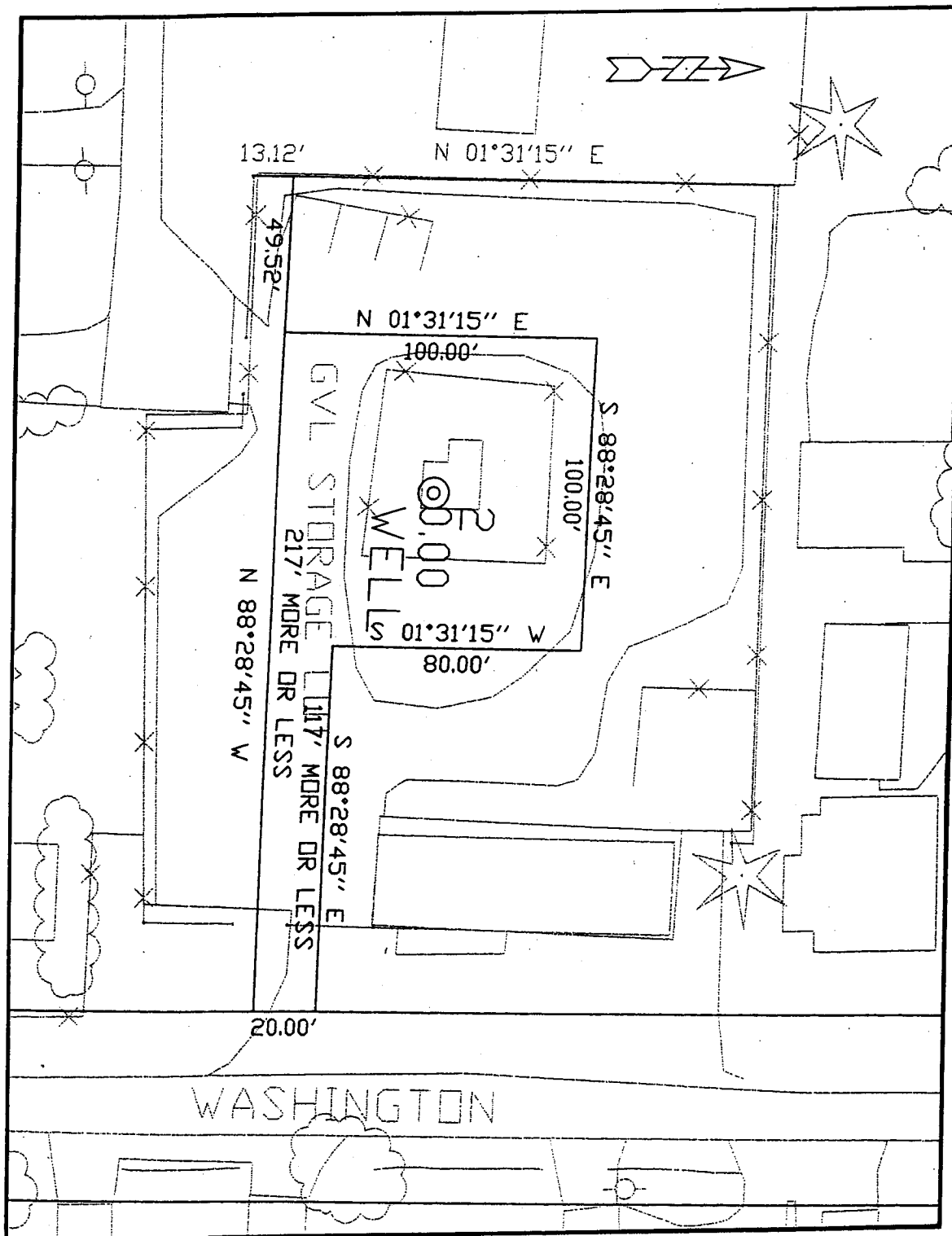


Exhibit H – Access Easement
to
WATER SYSTEM INTERTIE AGREEMENT
Algona/Auburn Intertie Agreement No. 3A
(follows)

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001

Above this line reserved for recording information.

EASEMENT

Access Easement

Reference # (if applicable):	N/A	Additional on page:	_____
Grantor/Borrower:	1) City of Algona	2)	_____
		Additional on page:	_____
Grantee/Assignee/Beneficiary:	City of Auburn		
Legal Description/STR:	NW, SW1/4, 25-21-4E	Additional on page:	_____
Assessor's Tax Parcel ID#:	954300-0570		

For and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, and for benefits to be derived by the Grantor herein, Grantor, City of Algona, a municipal corporation of King County, Washington, hereby conveys and warrants to the City of Auburn, Grantee herein, a municipal corporation of King County, Washington, its successors and assigns, a perpetual Nonexclusive Easement under, over, through and across the following described real property for the purpose of ingress and egress, said real property being described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND BY THIS REFERENCE
MADE A PART HEREOF.

This easement is given under the threat of and in lieu of Eminent Domain.

Said Grantee shall have the absolute right, at times as may be necessary, for immediate entry upon said Easement for the purpose of maintenance, inspection, construction, repair or reconstruction of the above improvements without incurring any legal obligation or liability therefore.

Said Grantee shall have the absolute right to place any type of driving surface within said Easement deemed necessary by the Grantee.

Said Grantor shall not in any way block, restrict or impede access and egress to or from said Easement, and/or in any way block, restrict or impede full use of the real property within the

EASEMENT

Page 1 of 4

above-described Easement by said Grantee for the above-described purposes. Said Grantor may fence across said Easement and/or along the boundaries of said Easement provided that a gate is constructed in said fence. Said gate shall be of sufficient length and location to allow the Grantee full use of, and access and egress to and from the real property within the above-described Easement. If said gate is to be locked, keys shall be provided to the Grantee.

This Easement shall be a covenant running with the above-described real property and burden said real estate, and shall be binding on the successors, heirs and assigns of all parties hereto.

Dated this _____ day of _____, 2002.

City of Algona, GRANTOR

GLENN WILSON, MAYOR

STATE OF WASHINGTON)

County of King)ss.
)

I certify that I know or have satisfactory evidence that _____
_____ and _____
is/are the person(s) who appeared before me, and said individual(s) acknowledged that
he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act
for the uses and purposes mentioned in this instrument.
Dated _____

Notary Public in and for the State of Washington
residing at _____
My appointment expires _____

REF. H:\FORMS\FC087 (4/98)

EXHIBIT "A"

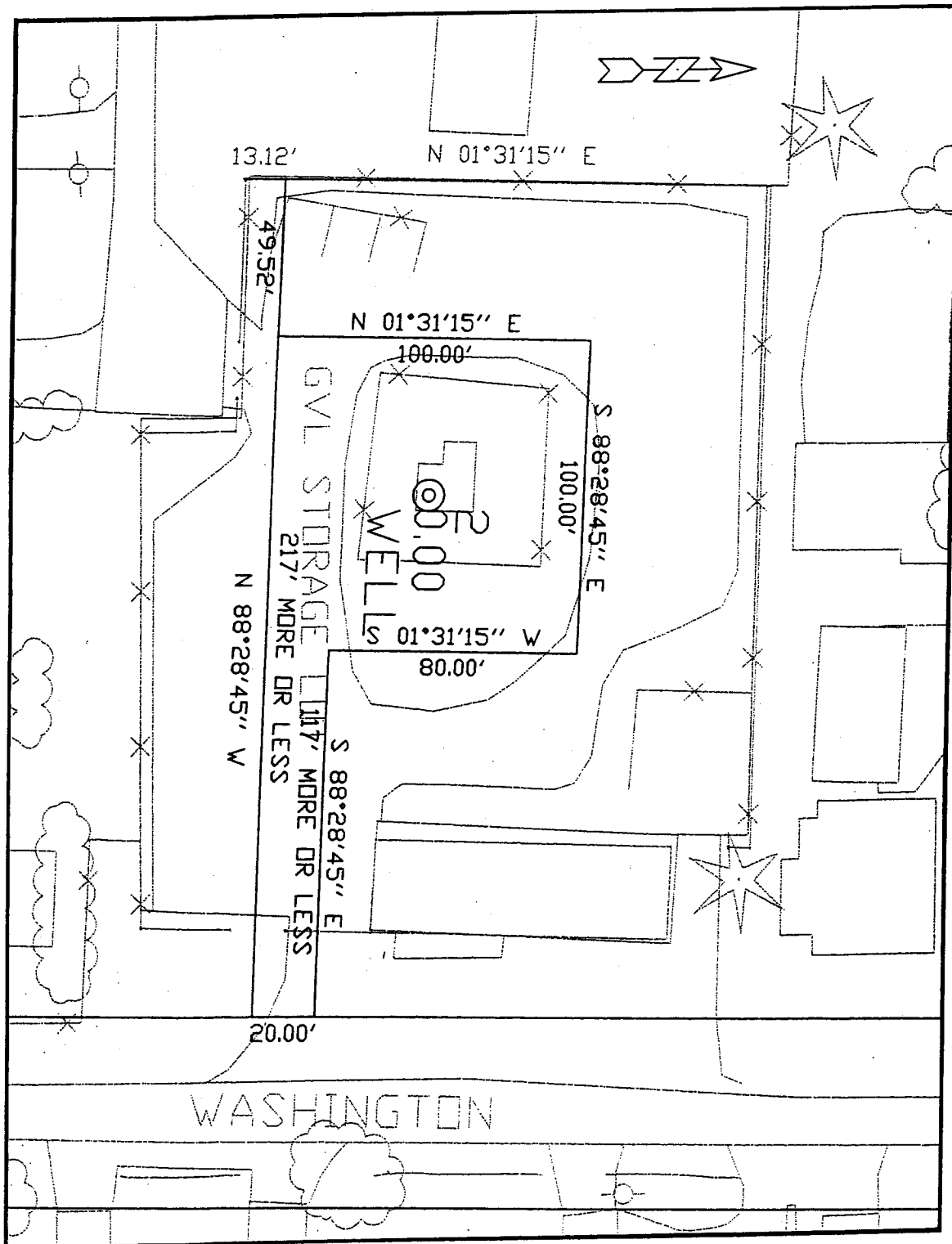
ALGONA WATER WELL EASEMENT
3RD AVENUE SOUTH AND WASHINGTON BOULEVARD

THAT PORTION OF LOTS 23 AND 24 AND 25 AND 26 AND 27 AND 28 AND 29 AND 30, ALL IN BLOCK 4 OF WOOD'S ALGONA ADDITION, DIVISION NUMBER 1 TO THE CITY OF SEATTLE AS RECORDED IN VOLUME 19 OF PLATS, PAGE 36, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 30; THENCE NORTH 01°31'15" EAST ALONG THE WEST BOUNDARY OF SAID LOT 30, A DISTANCE OF 13.12 FEET; THENCE SOUTH 88°28'45" EAST, 49.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01°31'15" EAST, 100.00 FEET; THENCE SOUTH 88°28'45" EAST, 100.00 FEET; THENCE SOUTH 01°31'15" WEST, 80.00 FEET; THENCE SOUTH 88°28'45" EAST, 117 FEET MORE OR LESS TO THE WEST MARGIN OF WASHINGTON BOULEVARD; THENCE SOUTHERLY 20.00 FEET MORE OR LESS ALONG SAID WEST MARGIN OF WASHINGTON BOULEVARD TO A POINT WHICH BEARS SOUTH 88°28'45" EAST FROM SAID TRUE POINT OF BEGINNING; THENCE NORTH 88°28'45" WEST, 217 FEET MORE OR LESS TO SAID TRUE POINT OF BEGINNING.

SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 4 EAST, W. M.

EXHIBIT "B"



RESOLUTION NO. 3 6 1 4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE AN EMERGENCY WATER SYSTEM INTERTIE
AGREEMENT BETWEEN THE CITY OF AUBURN AND KING
COUNTY WATER DISTRICT NO. 111

WHEREAS, Auburn and King County Water District No. 111 have legal authority to exercise their powers and perform any of their functions as set forth in RCW 39.34, the Interlocal Cooperation Act; and

WHEREAS, pursuant to RCW 39.34, Auburn and King County Water District No. 111 have legal authority to cooperate with other localities on the basis of mutual advantage and provision of services; and

WHEREAS, the City of Auburn and King County Water District No. 111 currently have water facilities in the vicinity; and

WHEREAS, both agencies can increase fire protection and emergency water supply reliability for their customers; and

WHEREAS, both agencies are willing to provide the necessary services to increase fire fighting and emergency supply reliability upon the terms and conditions set forth in the Emergency Water System Intertie Agreement.

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

Section 1. Pursuant to RCW 39.34, the Interlocal Cooperation Act, Auburn and King County Water District No. 111 have legal authority to cooperate with other localities on the basis of mutual advantage and provision of services.

Section 2. The Mayor is hereby authorized to execute an Emergency Water System Intertie Agreement between the City and King County Water District No. 111 in the form substantially as the agreement attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

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

Section 4. That this Resolution shall take effect and be in full force upon passage and signatures hereon.


DATED this 2nd day of June, 2003.

CITY OF AUBURN



PETER B. LEWIS
MAYOR

ATTEST:



Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

**EMERGENCY WATER SYSTEM INTERTIE AGREEMENT
Water District No. 111/Auburn Intertie Agreement No. 1**

THIS AGREEMENT made and entered into by and between the City of Auburn, hereinafter referred to as Auburn, and the Water District No. 111, hereinafter referred to as the District, for the purposes of maintaining and operating emergency system interties between the respective parties.

WITNESSETH:

WHEREAS, Auburn and the District executed an interlocal agreement regarding the Duberry Hill Development Project on July 17, 2000; and

WHEREAS, Section I(b) of that agreement states that a new interlocal agreement shall be adopted for the operation of the emergency interties established under that agreement; and

WHEREAS, both Auburn and the District have water facilities in the vicinity, and

WHEREAS, the District can increase fire protection and emergency water supply reliability for their customers in the Duberry Hill development, and

WHEREAS, Auburn can increase fire protection and emergency water supply reliability for their customers in the vicinity of the Duberry Hill development when the District connects the development to the District water system, and

WHEREAS, Auburn and the District are willing to provide the necessary services to increase fire fighting and emergency supply reliability upon the terms and conditions set forth herein,

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Interlocal Agreement regarding the Duberry Hill Development Project between the City of Auburn and Water District No. 111, dated July 17, 2000 and adopted by City of Auburn Resolution No. 3237 is hereby superseded by this Agreement.
2. The emergency water system interties are to be operated manually as a emergency supply whereby Auburn can supply water to the Duberry Hill development for the District and the District can provide water to the Auburn system once the District connects it's system to the Duberry Hill development. There are two intertie facilities, which are located near the intersection of 124th Avenue SE and SE 300th and the intersection of 127th Place SE and SE 300th at the Water Service Area Boundary between Auburn and the District.

3. The emergency water system interties shall be closed during normal operating conditions and will be opened only with prior authorization by Auburn or the District in the event of an emergency. For purposes of this agreement, an emergency shall be defined as resulting from a water shortage (not to exceed seven (7) calendar days), a major water line break, fire demand, contamination to the water supply system, mechanical equipment failure, electrical equipment failure or Puget Sound Energy facility failure, or any other agreed upon emergency within the water supply system.
4. The two valves that constitute the emergency water system interties and all piping leading up to the valves from the Auburn distribution system shall be owned and maintained by Auburn. All piping leading up to the valves from the District distribution system shall be owned and operated by the District.
5. The procedure for operating the intertie in the event of such emergency shall be as follows:
 - A. Auburn or the District shall determine that an emergency of sufficient magnitude has occurred which warrants the need to request that the intertie be activated.
 - B. Authorized personnel shall provide a verbal request to the system that will be supplying the water. Upon agreement that an emergency exists which shall allow for the intertie to be opened, the intertie will be activated as soon as reasonably possible. Personnel from Auburn and the District shall be present to activate the valve(s).
 - C. The party requesting emergency water shall provide a written confirmation of the request not less than 24 hours after the verbal request, or on the first day of normal business after the verbal request.
 - D. The intertie shall remain activated until the party requesting emergency water determines that the need for activation of the emergency intertie has ceased and shall request in writing that the intertie be closed.
 - E. In case of emergency or whenever the public health, safety, or the equitable distribution of water so demands, either party may change, reduce or limit the time for or temporarily discontinue the supply of water without notice; water service may be temporarily

interrupted, limited for purposes of making repairs, extensions or doing other necessary work; and shall not be responsible for any damage resulting from interruption, change or failure of the water supply, and the receiving party shall save and hold harmless the providing party from any loss, damages or suits to or by customers of the receiving party resulting from interruption, change or failure of water supply provided by this Agreement, except damages arising out of the providing party's negligence. Prior to a planned interruption or limiting of service, the providing party will notify the receiving party of such not less than three days prior to the service disruption. The providing party agrees to use best efforts and reasonable diligence to notify the receiving party as soon after it becomes aware of the need for service disruption and further will, to the extent practical, limit the service disruption to daylight hours.

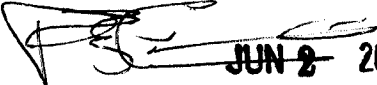
6. To the extent allowed by law, the District shall defend, indemnify, and hold harmless Auburn, its elected officials, employees and agents from and against any and all suits, claims, actions, losses, costs, expenses of litigation, attorney's fees, penalties and damages of whatsoever kind or nature arising out of or in connection with or incident to an act or omission of the District, its employees, agents, and contractors in the performance of the District's obligations under this Agreement. This indemnification provision shall include, but is not limited to, all claims against Auburn by an employee or former employee of the District or its contractors and, as to such claims, the District expressly waives all immunity and limitation of liability under Title 51 RCW.

To the extent allowed by law, Auburn shall defend, indemnify and hold harmless the District, its elected officials, employees and agents from and against any and all suits, claims, actions, losses, costs, expenses of litigation, attorney's fees, penalties, and damages of whatsoever kind or nature arising out of, in connection with or incident to an act or omission of Auburn, its employees, agents, and contractors in the performance of Auburn's obligations under this Agreement. This indemnification obligation shall include, but is not limited to, all claims against the District by an employee or former employee of Auburn or its contractors and, as to such claims, Auburn expressly waives all immunity and limitation of liability under Title 51 RCW.


7. This Agreement shall remain in force until terminated by either party hereto upon 60-days written notice to the other party.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

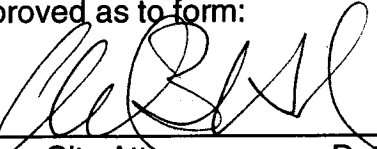
CITY OF AUBURN
King County, Washington

By:  JUN 2 2003
Mayor Date

WATER DISTRICT NO. 111
King County, Washington

By:  6-9-03
District Manager Date

Approved as to form:

By: 
City Attorney Date

Approved as to form:

By: _____
General Counsel Date

H:\WQWATER UTILITY\INTERTIES\WD111\DUBERRY EIA 051403.DOC

RESOLUTION NO. 3 6 3 7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, SUPERCEDING RESOLUTION NO. 3543 AND AUTHORIZING THE MAYOR TO EXECUTE A TURNOUT CONSTRUCTION AGREEMENT BETWEEN THE CITY OF AUBURN AND THE CITY OF TACOMA WATER DIVISION

WHEREAS, Auburn and Tacoma are responsible for operating and maintaining public water systems in accordance with federal, state and local laws and regulations, and

WHEREAS, the parties recognize that water resources are finite and vulnerable, and the prudent use and management of these resources requires cooperation among water utilities, and

WHEREAS, Auburn and Tacoma entered into a Turnout Construction Agreement authorized by City of Auburn Resolution No. 3543, dated November 18, 2002, for the construction of one turnout, and

WHEREAS, Auburn and Tacoma have determined that it would be beneficial to construct two additional turnouts, and

WHEREAS, Auburn has water facilities in the vicinity of the Tacoma Second Supply Project pipeline, and Auburn will have an agreement with one or more SSP Partner to purchase water that will be delivered via the SSP, and

pursuant to this agreement construction of the turnout to the SSP is set forth which turnout will be used for delivering and metering the purchased water, and

WHEREAS, this agreement will supercede the Turnout Construction Agreement authorized by City of Auburn Resolution No. 3543, dated November 18, 2002.

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

Section 1. This resolution shall supercede Resolution No. 3543, and authorizes the Mayor to execute the Turnout Construction Agreement between the City and the City of Tacoma Water Division, in substantial conformity with the agreement attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

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

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

Dated and Signed this 15th day of September 2003.

CITY OF AUBURN



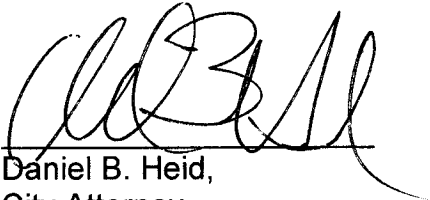
PETER B. LEWIS
MAYOR

ATTEST:



Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

TURNOUT
CONSTRUCTION AGREEMENT
BETWEEN TACOMA WATER
AND CITY OF AUBURN

This agreement made and entered into this 9th day of Oct, 2003, by and between the City of Auburn (hereinafter referred to as "Auburn") and City of Tacoma Water Division (dba Tacoma Water and hereinafter referred to as "Tacoma"),
WITNESSETH THAT:

A. RECITALS:

WHEREAS, Auburn and Tacoma are responsible for operating and maintaining public water systems in accordance with federal, state and local laws and regulations, and

WHEREAS, the parties recognize that water resources are finite and vulnerable, and the prudent use and management of these resources requires cooperation among water utilities, and

WHEREAS, Auburn and Tacoma have previously entered into a Turnout Construction Agreement authorized by City of Auburn Resolution No. 3543, dated November 18, 2002, for the construction of one turnout, and

WHEREAS, Auburn and Tacoma have determined that it would be beneficial to construct two additional turnouts, and

WHEREAS, Auburn has water facilities in the vicinity of the Tacoma Second Supply Project (SSP) pipeline, and Auburn will have an agreement with one or more SSP Partner to purchase water that will be delivered via the SSP, and pursuant to this agreement construction of the turnout to the SSP is set forth which turnout will be used for delivering and metering the purchased water.

NOW THEREFORE, IT IS MUTUALLY AGREED as follows:

- B. The Turnout Construction Agreement between Tacoma Water and City of Auburn dated November 8, 2002, and adopted by City of Auburn Resolution 3543 dated November 18, 2002, is hereby superceded by this Agreement.

C. DEFINITIONS:

The definition of certain terms, when used in this agreement, are as follows:

TURNOUT means a physical connection between water mains of the two parties to this agreement, at specifically identified points, where water may be transferred

from the supplies of one system to the transmission or distribution facilities of the other.

ISOLATION VALVE means a positive shut-off valve that shall be installed immediately downstream of the water meter vault at the point in each water system that is used to accept or deliver water through the turnout. The isolation valve is defined as part of the system connected to the turnout and not part of the turnout. Each connected system has sole responsibility for providing and operating their isolation valve.

TURNOUT CAPACITY means the maximum flow capacity for water to be delivered through a turnout as agreed upon by the parties to this agreement. Turnout facilities shall be designed so as to be capable of conveying no less than the maximum agreed upon flow.

SSP means the Second Supply Project (to bring water to the SSP Partners)

SSP ISOLATION VALVE means a positive shut-off valve that shall be installed at the point in each water system that is used to accept or deliver water through the turnout. The SSP isolation valve is defined as part of the system connected to the turnout upstream of the meter vault. Each connected system has sole responsibility for providing the SSP isolation valve. Tacoma will be responsible for operating the SSP isolation valve.

SSP PARTNERS refers to the City of Kent, Tacoma Water, Covington Water District and Lakehaven Utility District.

D. PURCHASE OF WATER FOR THIS TURNOUT:

The purchase of water to be delivered via this subject turnout shall be by a separate agreement with one or more of the SSP Partners and Auburn. This Turnout Construction Agreement does not guarantee any rights to use or purchase water from any of the SSP Partners. Tacoma will only allow Auburn, its successors and assigns, to obtain water via the subject turnout after the applicable SSP partner has advised Tacoma in writing that an acceptable agreement for water purchase has been executed. In delivering water via the subject turnouts, Tacoma will be relying on directions and/or confirmation from the SSP partner as to the timing and quantities of water deliveries and all other aspects of providing water via the subject turnouts. In the event of a disagreement between Auburn and the applicable SSP Partner pertaining to entitlement to continued water delivery via the subject turnouts, Tacoma is entitled to rely on the written directions or instructions of the SSP partner. Therefore, Auburn agrees that it shall not file any claim or legal action against Tacoma when Tacoma's actions are consistent with the written directions or instructions from the applicable SSP partner from which Auburn has contractual arrangements to purchase water.

E. CONDITIONS:

1. The TURNOUTS described in Exhibits A, B-1, B-2 and B-3 attached to this agreement shall be governed by the terms of this agreement. No future TURNOUTS shall be permissible without a subsequent and separate written agreement between the parties.
2. The cost of design and construction of the TURNOUTS and installation of the meters shall be the responsibility of Auburn, and the design and construction shall be subject to Tacoma's review, inspection and approval.
3. By this agreement Auburn agrees that the ownership of the SSP ISOLATION VALVES directly off of the SSP Project, piping from the SSP ISOLATION VALVES to the meters or spools, the meters or spools, meter vaults, pipe stubs out from the vaults and telemetry shall be with Tacoma (see Exhibit A for more information), with all capital costs to be paid by Auburn. Maintenance and operation of the SSP ISOLATION VALVES, piping and meters will be performed solely by Tacoma, and Auburn will be invoiced for such costs and shall reimburse Tacoma. Meter vault maintenance costs and any cost for maintaining any equipment such as pumps, buildings and other appurtenances downstream of the meter shall also be the responsibility of Auburn. In addition, in the event any of the facilities require replacement or upgrading, this cost is Auburn's responsibility. In the event that access or other permits are necessary for Tacoma to operate and maintain the subject facilities, Auburn shall provide the necessary permits, which shall also become an exhibit to this agreement. (See Exhibit A for a plan showing the facilities and the responsibility of the parties).
4. Upon completion of the construction of the Turnouts, Tacoma will own the meters and associated appurtenances necessary to monitor use of the turnouts.
5. Auburn shall comply with all applicable laws and requirements including City of Tacoma ordinances/resolutions and Customer Service Policies and/or other rules applicable to a connection to Tacoma's water system including, but not limited to, the requirements that Tacoma provide written approval of plans and specifications for the connection of turnout facilities prior to construction.
6. Auburn agrees that it shall make payment of all invoices for services and charges from Tacoma within 45 days of the invoice date. Late payment shall result in a late payment charge of 1% on the unpaid balance, and failure to pay any invoice or bill related to this agreement within 60 days of mailing may result in Tacoma's termination of water service at the turnout.

7. Notices should be sent to Auburn and to Tacoma at the following addresses:

Water Superintendent
Tacoma Water
P. O. Box 11007
Tacoma, WA 98411

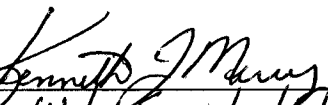
Public Works Director
City of Auburn
25 West Main
Auburn, WA 98001-4998

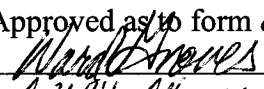
8. Neither this Agreement nor any right or privilege herein shall be assigned by any party without the written consent of the other parties.
9. Uncontrollable forces or state or federal law changes may occur during the time this Agreement is in place. Neither of the parties hereto shall be considered to be in default in respect to any obligations hereunder if prevented from fulfilling such obligations by reason or uncontrollable forces or material changes in state or federal law or enforcement thereof. Parties rendered unable to fulfill any obligation hereunder by reason of an uncontrollable force or material change in state or federal law shall exercise due diligence to deal with such uncontrollable force with all reasonable dispatch and to take actions consistent with the purpose of this agreement.
10. This Agreement describes the entire relationship of the parties with regard to the subject matter herein concerned. Except as maybe explicitly provided otherwise herein, the parties are independent agencies and shall not be deemed to be partners, joint ventures, principals, or agents or each other for any purpose whatsoever. Each party shall have and maintain sole and complete control over all of its employees, agents and operations. Except as may otherwise be explicitly provided herein, or in separate agreement, each and all of the obligations, responsibilities, and liabilities of the parties under and in connection with this Agreement are several, and not joint, and no separate legal or administrative entity will be created to fulfill the purposes of this Agreement.
11. Except as expressly set forth in this Agreement, none of the provisions of this Agreement shall inure to the benefit or be enforceable by any third party.

12. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
13. No change, amendment or modification or any provision of this Agreement shall be valid unless set forth in a written amendment to this Agreement signed by all parties.
14. The SSP Partners must approve this Agreement.


IN WITNESS WHEREOF, the following parties have duly executed this agreement on the date written above:

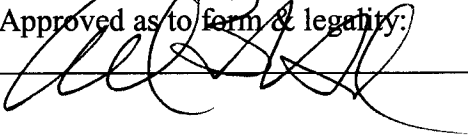
City of Tacoma
Department of Public Utilities
Water Division

By: 
Title: Water Superintendent

Approved as to form & legality:

Asst City Attorney

City of Auburn

By: 
Title: [illegible]

Approved as to form & legality:


Approved by the SSP Project Partners at their Project Committee meeting held on September 12, 2003.

EXHIBIT A

TURNOUT DESCRIPTION

- A. TURNOUT #1: A turnout between a 60" diameter water line owned by Tacoma and a 16" diameter water line containing Auburn water. The turnout is located at the intersection of 132nd Avenue SE and SE 296th Street extended. The turnout consists of 12" diameter piping with 12" diameter valves to control flow. A 6-inch diameter water meter will be used to measure the volume of water transferred between the two systems. The meter will be contained in a concrete vault buried in the Second Supply Pipeline right-of-way. Second Supply Pipeline construction drawings 15-19-62 and 15-19-69 are attached and show the detail for the turnout vault construction.

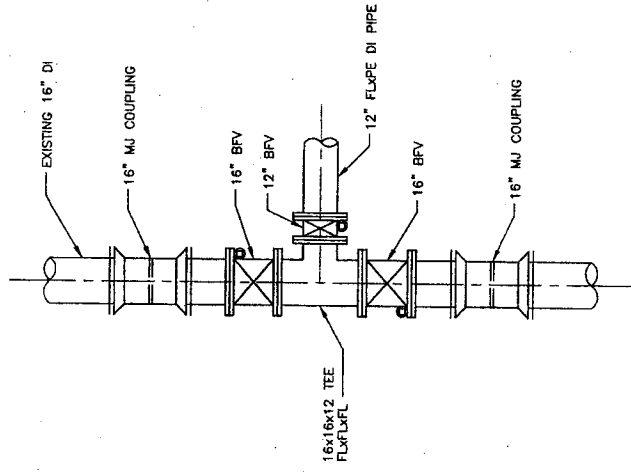
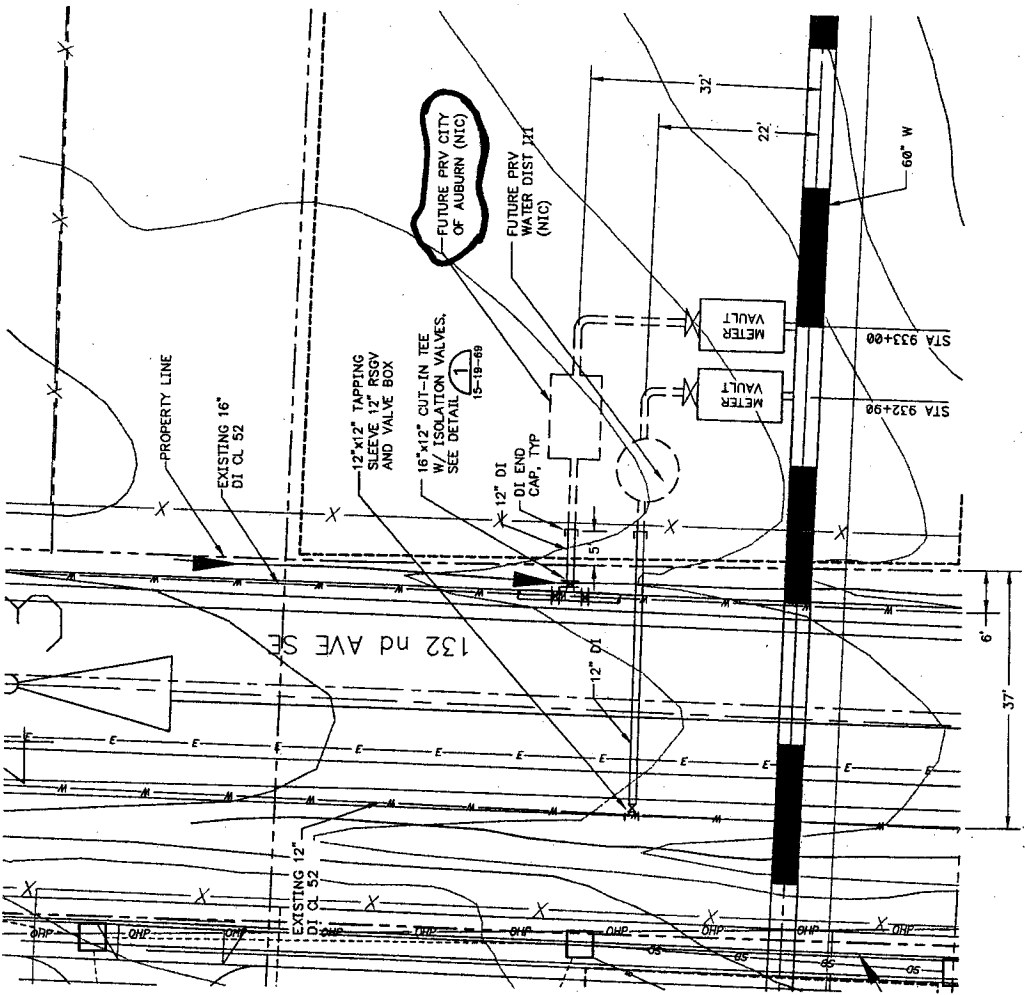
The turnout is designed to be capable of conveying at least 3000 gallons per minute from Tacoma owned facilities to Auburn with approximately 125-foot differential in hydrostatic pressure under normal operating conditions.

- B. TURNOUT #2: A 12-inch turnout connection located on the east side of B Street NW and approximately 32nd Street NW between Tacoma's 60" diameter Second Supply Pipeline and Auburn's 16" diameter water line in B Street. An 8-inch diameter water meter will be used to measure the volume of water transferred between the two systems. Second Supply Pipeline construction drawings 15-25-29 and 15-21-62 are attached and show the details for the turnout vault construction.

The turnout is designed to be capable of conveying at least 8300 gallons per minute from Tacoma owned facilities to Auburn with approximately 405-foot differential in hydrostatic pressure under normal operating conditions.

- C. TURNOUT #3: A 12-inch turnout connection located at approximately K Street NE and approximately 32nd Street NE between Tacoma's 60" diameter Second Supply Pipeline and Auburn's adjacent water line. An 8-inch diameter water meter will be used to measure the volume of water transferred between the two systems. Second Supply Pipeline construction drawings 15-25-29 and 15-21-66 are attached and show the details for the turnout vault construction.

The turnout is designed to be capable of conveying at least 8300 gallons per minute from Tacoma owned facilities to Auburn with approximately 405-foot differential in hydrostatic pressure under normal operating conditions.



16" CONNECTION DETAIL
SCALE: 1/2" = 1'-0"

SERVICE CONNECTION PLAN
SCALE: 1" = 20'

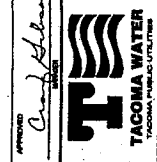
- NOTE:
- 1. DUCTILE IRON PIPE TO BE CLASS 52 WITH RESTRAINED JOINTS.
 - 2. PROVIDE 14 DAYS NOTICE TO WATER DISTRICT NO III PRIOR TO MAKING INTERCONNECTIONS.
 - 3. TRENCH BACKFILL AND SURFACE RESTORATION SHALL BE PER DETAIL 15-28-72
 - 4. BUTTERFLY VALVES SHALL CONFORM TO AWWA/C504 250 PSI RATING. PROVIDE EXTENSION STEM AND VALVE BOX TO GRADE.

DATUM
HORIZONTAL DATUM:
WASHINGTON COORDINATE
SYSTEM, NORTH ZONE
VERTICAL DATUM:
NGVD-28

VERIFY SCALE
BAR IS ONE INCH ON
DRAWING
IF NOT ONE INCH ON
DRAWING, SCALE IS
SHOWN IN DETAIL

SCALE
HORIZ. 1" = 10'
VERT. 1" = 10'
SHEET NO. 15-19-69
SHEET 50 OF 115

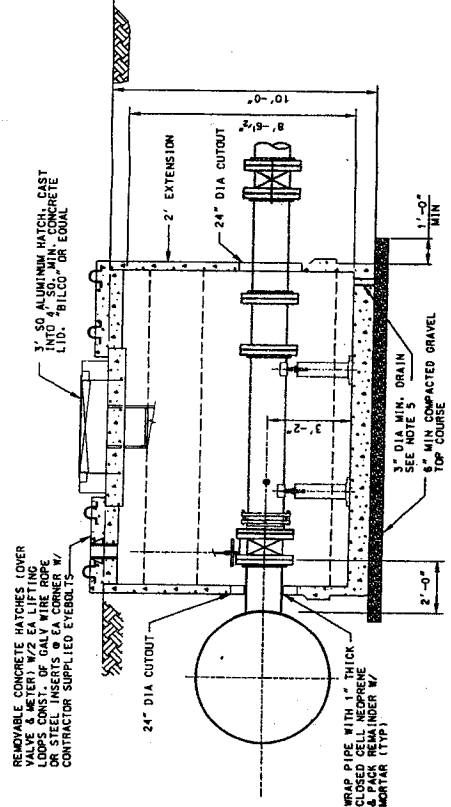
TACOMA SECOND SUPPLY PROJECT
MIDDLE REACH - EASTERN SECTION
SERVICE CONNECTION DETAILS
132ND AVE SE



DATE: APRIL 16, 2002
DESIGNER: M. BLANCHETTE
DRAWN: J. KEEVER
CHECKED: _____
FIELD WORK: _____
DATA FILE: _____

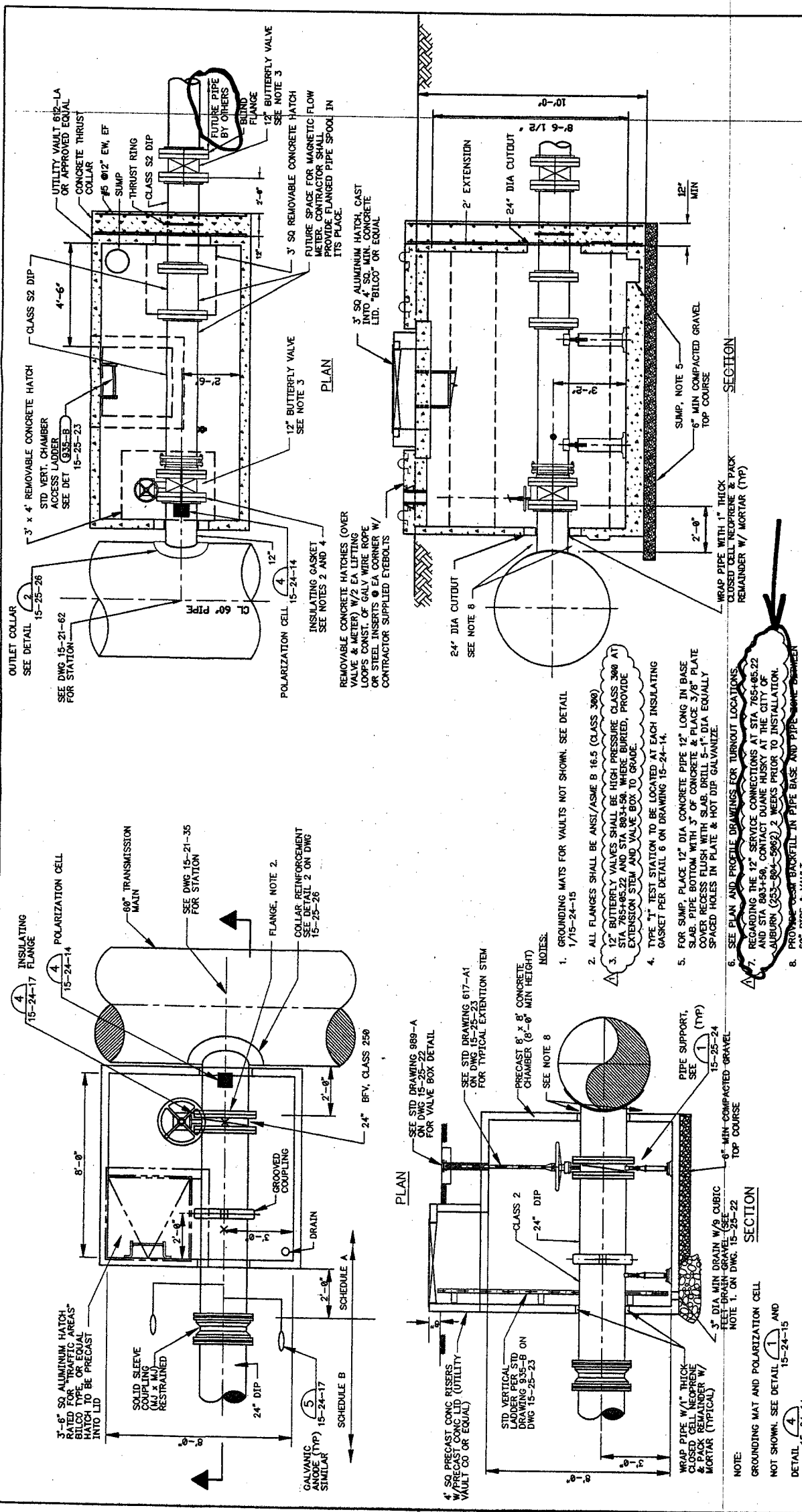
CH2MHILL
MWH
MONTGOMERY WATSON HARRIS
FDR
FDR Engineering, Inc.





LOCATION	SIZE	WATER PURVEYOR	CONTACT	TELEPHONE NUMBER	PRV VALT	LINE TAP SEE NOTE 6
STA 909+35	12	CITY OF AUBURN	DOAN BLOSTROM	253-856-9500		FUTURE
STA 933+00	12	CITY OF AUBURN	DIANE HENRY	253-804-0682		FUTURE
STA 932+00	12	WATER DISTRICT 111	TOM GOZDALL	253-431-3170		YES
STA 955+35	12	CONVENTION WATER DISTRICT	JAY GIBSON	253-431-0945		FUTURE
STA 1150+00	12	CONVENTION WATER DISTRICT	JAY GIBSON	253-431-0960		FUTURE

- SERVICE CONNECTION AND
METER TURNOUT VAULT 1
3/8" x 1" x 0"



24" TURNOUT VALVE VAULT

SCALE 1/2" = 1'-0"

1

12" SERVICE CONNECTION AND METER TURNOUT VAULT

SCALE 1/2" = 1'-0"

2

NOTES:

GROUNDING MAT AND POLARIZATION CELL NOT SHOWN. SEE DETAIL 15-24-15 AND 15-24-14

DETAIL 15-24-14

PLAN

SECTION

VERIFICATION SCALE

FOR ITS ONE INCH ON ONE INCH SCALE

IF NOT ONE INCH ON ONE INCH SCALE, INDICATE SCALE ACCORDINGLY

CH2MHILL

MWH

ENVIRONMENTAL WATER MARK

HR

AS SHOWN

15-25-29

WESTERN SECTION STANDARD DETAILS TURN-OUT VALVE VAULTS

TACOMA WATER TACOMA PUBLIC UTILITIES

Exhibit B-1

General Vicinity Map of Turnout #1 Facilities

(SSP construction drawing 15-19-23)

Exhibit B-2

General Vicinity Map of Turnout #2 Facilities

(SSP construction drawing 15-21-62)

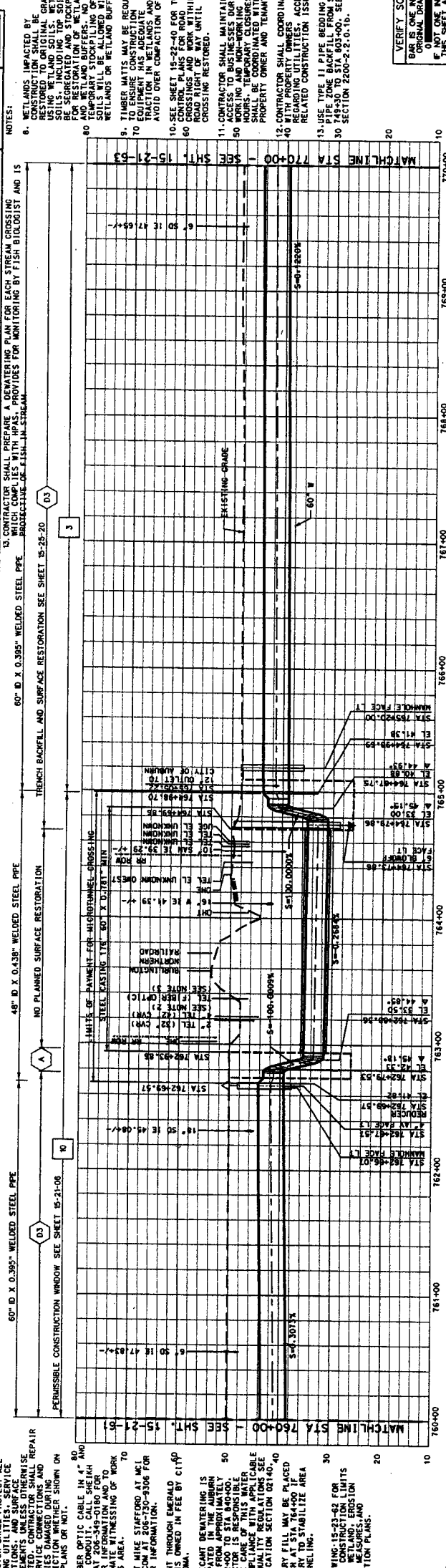
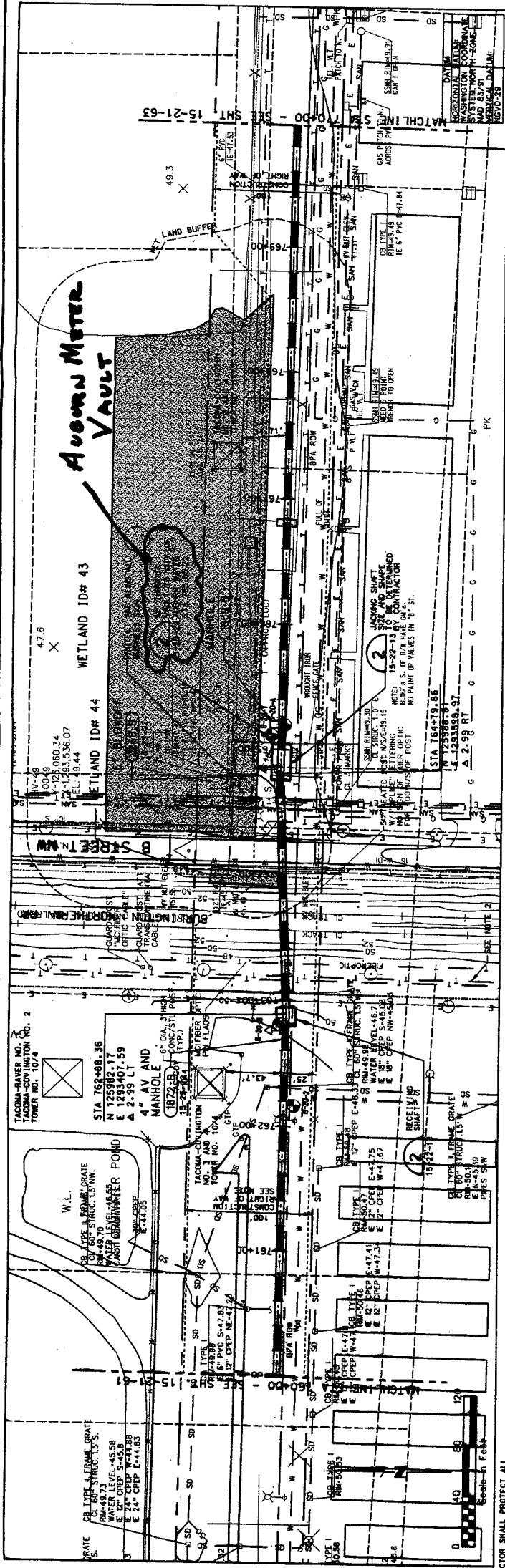
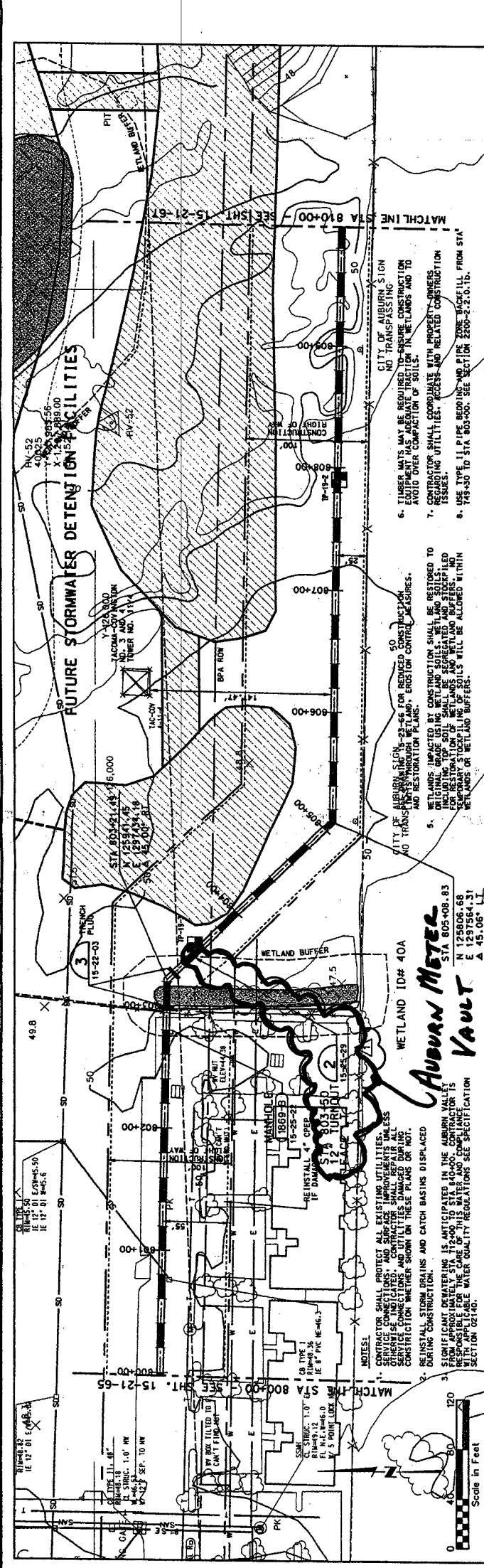
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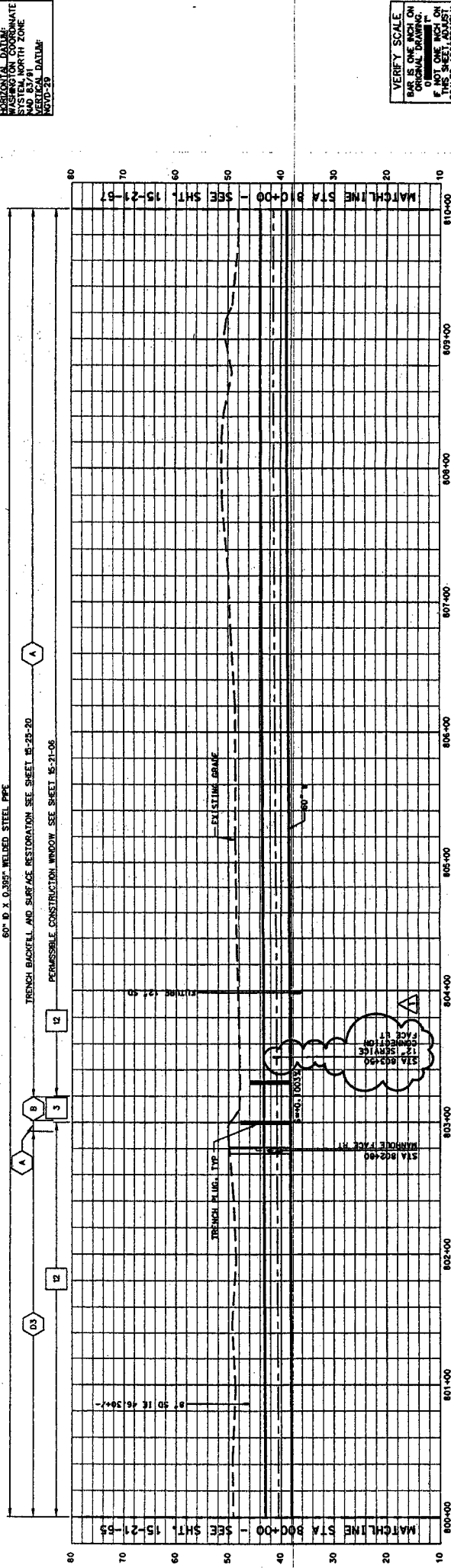
Exhibit B-3

General Vicinity Map of Turnout #3 Facilities

(SSP construction drawing 15-21-66)

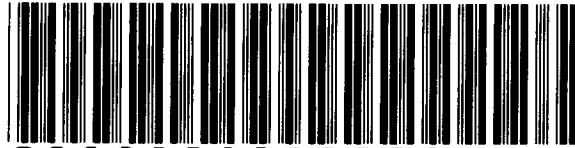


DATUM
WASHINGTON COORDINATE
SYSTEM, NORTH ZONE
ELEVATION 1609.29
UNIT: FEET
SCALE: AS SHOWN



CH2MHILL		MWH	HR	TACOMA SECOND SUPPLY PROJECT
DATE: JAN 2003 DESIGN: LCS DRAWN: DGP/SH/LES CHECKED: TAC/OSH		TACOMA WATER TACOMA PUBLIC UTILITIES		MIDDLE REACH - WESTERN SECTION PLAN AND PROFILE STA 800+00 TO STA 810+00
ADENDUM NO. 1		DATE: 02/18/03		15-21-66
DATE: 02/18/03		DATE: 02/18/03		15-21-66

Return Address:
Auburn City Clerk
City of Auburn
25 West Main St.
Auburn, WA 98001



20060210002263

PACIFIC NW TIT INTERLOCA 91.00
PAGE001 OF 050
02/10/2006 15:46
KING COUNTY, WA

RECORDER'S COVER SHEET

Document Title(s) (or transactions contained therein):

Interlocal Agreement (RES 3644)

Grant - W332618

(60)/91

Reference Number(s) of Documents assigned or released:

☐ Additional reference #'s on page _____ of document

Grantor(s)/Borrower(s) (Last name first, then first name and initials)

Auburn, City of

Grantee/Assignee/Beneficiary: (Last name first)

1. Pacific, City of

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)

PER RCW 39.34

☐ Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

N/A

☐ Assessor Tax # not yet assigned

Said document(s) were filed for
record by Pacific Northwest Title as
accommodation only. It has not been
examined as to proper execution or
as to its affect upon title.

RESOLUTION NO. 3 6 4 4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO THE ANNEXATION OF A PORTION OF PROPERTY TO THE CITY OF AUBURN SIMULTANEOUSLY TO ITS DEANNEXATION FROM THE CITY OF PACIFIC, PURSUANT TO RCW 35.10.217(2)

WHEREAS, the City Council of the City of Auburn adopted Resolution No. 3617 on May 19, 2003, and Resolution No. 3619 on June 16, 2003, notifying the King County Boundary Review Board of the City's intent to annex property to the City of Auburn simultaneous to its de-annexation from the City of Pacific; and

WHEREAS, the City Council of the City of Pacific has concurred with the annexation and de-annexation through its Resolution No. 527 on May 27, 2003, and Resolution No. 530 on June 9, 2003; and

WHEREAS, the King County Boundary Review Board has consented to and approved the annexation and de-annexation; and

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

WHEREAS, the annexation/de-annexation will result in a change in the water service areas of the cities; and

WHEREAS, Pacific desires to be granted the right to a future franchise for ingress, egress and utilities in the vicinity of the King/Pierce County line on East Valley Highway in order to access the parcels to the west of the Burlington Northern Santa Fe right-of-way; and

WHEREAS, Auburn desires to be granted a franchise for its existing facilities in A Street SE remaining in Pacific after the annexation/de-annexation; and

WHEREAS, the cities wish to amend the existing emergency intertie agreements and relocate the emergency intertie facility serving Pacific on Lakeland Hills Way; and

WHEREAS, the cities have mutual interests in the development "Vista Heights" that currently straddles the existing cities' boundaries and will be completely contained within Auburn when the annexation/de-annexation is finalized; and

WHEREAS, Auburn desires to treat and retain public storm water in public facilities; and

WHEREAS, Auburn and Pacific have agreed that Pacific will, by bill of sale, transfer their interest in the public facilities within the annexation/de-annexation area to Auburn; and

WHEREAS, Auburn and Pacific have agreed that Auburn will provide operation and maintenance services for the portion of A Street SE remaining in Pacific; and

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

WHEREAS, a Public Hearing was held on October 6, 2003, for which notice was provided pursuant to the requirements of RCW 35.10.217(2) and at which hearing all persons wishing to speak to the annexation and de-annexation were heard; and

WHEREAS, the City Council of the City of Auburn passed its Resolution No. 3643 on October 6, 2003, finalizing the annexation of a portion of property to the City of Auburn and simultaneous to its de-annexation from the City of Pacific.

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

Section 1. The Mayor is hereby authorized to execute agreements in substantial conformity with the following agreements attached hereto and incorporated herein by this reference:

The Water Service Area Adjustment Agreement marks as Exhibit A,

The Emergency Water System Intertie Agreement marked as Exhibit B,

The Auburn Franchise Agreement With the City of Pacific marked as Exhibit C,

The Pacific Franchise Agreement with the City of Auburn marked as Exhibit D

The Vista Heights Development Agreement marked as Exhibit E,

The Bill of Sale for infrastructure being transferred from Pacific to Auburn marked as Exhibit F, and

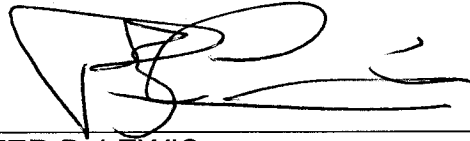
An interlocal agreement for maintenance and operation services on a portion of A Street SE attached as Exhibit G.

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation, including transmitting a copy of this Resolution to the City Clerk of Pacific.

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

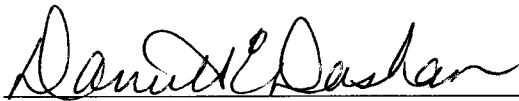
DATED and SIGNED this 20th day of October 2003.

CITY OF AUBURN



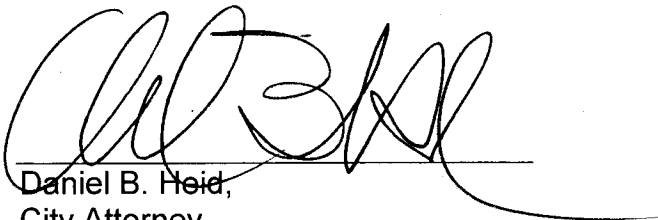
PETER B. LEWIS
MAYOR

ATTEST:



Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

EXHIBIT A WATER SERVICE AREA AGREEMENT

This Agreement made and entered into by and between the City of Pacific, a Washington municipal corporation, ("**Pacific**") and the City of Auburn, a Washington municipal corporation ("**Auburn**").

Whereas, Pacific is engaged in the business of providing water service to the public located in certain areas of King County in the State of Washington. Auburn is engaged in the business of providing water service to the public located in certain areas of King and Pierce Counties in the State of Washington, and;

Whereas, the parties desire to enter into a formal service area agreement to revise the boundary between their contiguous service areas in King county in order to avoid any duplication or overlap of water service and to provide the most efficient service to their respective customers, and;

Whereas, Auburn and Pacific have by resolution annexed/de-annexed an area legally described in Attachment "1" attached hereto and shown on the map (Attachment "2") attached hereto. The Cities have agreed to work together cooperatively to facilitate a practical efficient boundary between the two systems.


Pacific and Auburn therefore agree as follows:

1. This Agreement is entered into pursuant to the South King County Coordinated Water System Plan which Plan and Appendices are incorporated herein by this reference.
2. The contiguous water service boundary between **Pacific** and **Auburn** is agreed upon by both parties as shown on the attached map (Attachment "2") and as legally described in Attachment "3", which by this reference are incorporated herein.
3. **Pacific** and **Auburn** may by mutual written amendment(s) to this Agreement make such adjustments to the service boundary as they may mutually agree upon from time to time so that water service to new service locations in close proximity to the service boundary may be provided in an efficient, effective and economical manner. Any such adjustments shall be documented by modifying the attached maps which when so modified and agreed to by the parties shall constitute amendments to this Agreement. Minor adjustments consisting of ten acres or less may be authorized by the Public Works Director of the City of Auburn and the Community Development Director of the City of Pacific.
4. Except as specifically set forth herein, this Agreement shall not modify the Resolutions regarding the Annexation/De-annexation process referenced above.

5. **Auburn** will work with Pacific to assist in the negotiations with a Tacoma Second Supply Project Partner (SSP Partner) for future water supply for **Pacific**. The rate for water sold to Pacific from a SSP Partner shall be the rate charged Auburn for the water plus a wheeling charge to be established using cost of service principles.
6. **Pacific** will pay Auburn its costs associated with increasing the capacity of the Auburn Tacoma Second Supply Pipeline connection(s) to allow the wheeling of up to one (1) million gallon per day peak day demand and up to one half million gallon per day average day demand through Auburn to Pacific.
7. Water available to the **Pacific** pursuant to this Agreement shall be in compliance with all applicable state and federal drinking water laws, regulations and standards.
8. If **Pacific** requires additional or different treatment facilities in order for the wheeled water to comply with their water quality goals or standards then **Pacific** will install such treatment facilities on the **Pacific** side of the intertie meters at their expense. If **Auburn** and **Pacific** determine that treatment is required to meet the mutual water quality goals and standards then the treatment facilities will be installed as near the point of connection to the Tacoma pipeline as practical. The treatment facility costs will be shared based upon the capacity required by each city.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date last written below.

CITY OF AUBURN
King County, Washington



PETER B. LEWIS, MAYOR

OCT 20 2003

Date _____

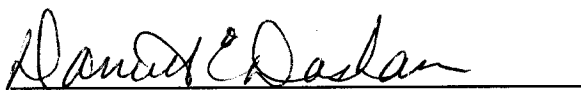
CITY OF PACIFIC
King County, Washington



HOWARD ERICKSON, MAYOR


Date October 31, 2003

ATTEST:



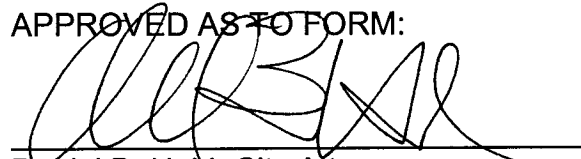
Danielle E. Daskam, CMC, City Clerk

ATTEST:



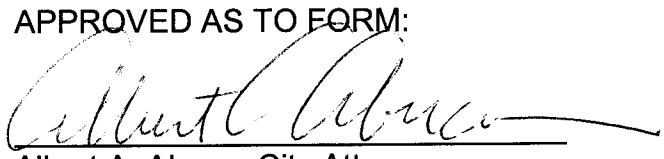
Randy Reed, CMC, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

APPROVED AS TO FORM:



Albert A. Abuan, City Attorney

ATTACHMENT 1

ANNEXATION LEGAL DESCRIPTION AREA IN VICINITY OF "A" STREET SOUTHEAST (EAST VALLEY HIGHWAY) AND LAKELAND HILLS WAY SOUTHEAST

THAT PORTION OF GOVERNMENT LOTS 3 AND 4 IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 21 NORTH, RANGE 5 EAST, W. M., AND THE EAST HALF OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3 IN SECTION 31, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., SAID CORNER ALSO BEING AN ANGLE POINT IN THE WEST BOUNDARY OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN CITY OF PACIFIC ANNEXATION ORDINANCE NUMBER 319;

THENCE EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3, AND THE BOUNDARY COMMON TO SAID LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 319 A DISTANCE OF 1280 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3;

THENCE SOUTH ALONG THE EAST LINE OF SAID GOVERNMENT LOTS 3 AND 4, AND THE BOUNDARY COMMON TO SAID LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 319 TO THE SOUTHEAST CORNER OF SAID CITY OF PACIFIC ORDINANCE 319 AND TO A LINE PARALLEL WITH AND 825 FEET NORTHERLY OF THE SOUTH LINE OF SAID GOVERNMENT LOT 4;

THENCE WEST ALONG THE BOUNDARY COMMON TO SAID LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 319, AND ALONG SAID PARALLEL LINE A DISTANCE OF 1300 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SECTION 31;

THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 31 AND THE BOUNDARY COMMON TO THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 226 TO THE SOUTHWEST CORNER OF SAID SECTION 31;

THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 4 EAST AND ALONG THE SOUTH LINE OF THE LANDS ANNEXED TO THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 226 A DISTANCE OF 70 FEET, MORE OR LESS, TO THE EAST LINE OF THE BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD RIGHT-OF-WAY (100 FEET IN WIDTH);

THENCE NORTH ALONG SAID EAST LINE OF THE BNSF RAILROAD RIGHT-OF-WAY TO A LINE PARALLEL WITH AND 100 FEET NORTHERLY OF SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36;

THENCE WEST ALONG LAST SAID PARALLEL LINE 100 FEET TO THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD RIGHT-OF-WAY;

THENCE NORTH ALONG SAID WEST LINE OF THE BNSF RAILROAD RIGHT-OF-WAY A DISTANCE OF 3280 FEET, MORE OR LESS, TO A LINE PARALLEL WITH AND 1884 FEET SOUTHERLY (WHEN MEASURED ALONG THE WEST LINE OF SAID RAILROAD RIGHT-OF-WAY) FROM THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36;

THENCE EASTERLY ALONG LAST SAID PARALLEL LINE A DISTANCE OF 175 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF EAST VALLEY HIGHWAY ("A" STREET SE);

THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 150 FEET, MORE OR LESS, TO THE NORTH BANK OF THE WHITE RIVER (STUCK RIVER);

THENCE NORTHEASTERLY ALONG SAID NORTH BANK OF THE WHITE RIVER A DISTANCE OF 200 FEET, MORE OR LESS, TO THE LINE COMMON TO THE LANDS ANNEXED TO THE CITY OF

AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 226, AND THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.;
THENCE SOUTH ALONG SAID LINE COMMON TO THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 226, AND THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31 A DISTANCE OF 700 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN KING COUNTY, WASHINGTON.

ATTACHMENT 3

WATER SERVICE AGREEMENT LINE – BOUNDARY AFTER ANNEXATION (IN THE E 1/2 OF SEC. 36 TWP 21N, R 4E, AND W 1/2 OF SEC. 31 TWP 21N, R 5E. W.M.)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE SOUTHEAST CORNER OF THE LANDS ANNEXED TO THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 226;

THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, AND ALONG SAID SOUTH LINE OF THE LANDS ANNEXED TO THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 226 A DISTANCE OF 70 FEET, MORE OR LESS, TO THE EAST LINE OF THE BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD RIGHT-OF-WAY (100 FEET IN WIDTH) AND THE TRUE POINT OF BEGINNING OF THIS WATER SERVICE AGREEMENT LINE;

THENCE NORTH ALONG SAID EAST LINE OF THE BNSF RAILROAD RIGHT-OF-WAY TO A LINE PARALLEL WITH AND 100 FEET NORTHERLY OF SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36;

THENCE WEST ALONG SAID PARALLEL LINE 100 FEET TO THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD RIGHT-OF-WAY;

THENCE NORTH ALONG SAID WEST LINE OF THE BNSF RAILROAD RIGHT-OF-WAY A DISTANCE OF 3280 FEET, MORE OR LESS, TO A LINE PARALLEL WITH AND 1884 FEET SOUTHERLY (WHEN MEASURED ALONG THE WEST LINE OF SAID RAILROAD RIGHT-OF-WAY) FROM THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36;

THENCE EASTERLY ALONG LAST SAID PARALLEL LINE A DISTANCE OF 175 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF EAST VALLEY HIGHWAY ("A" STREET SE);

THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 150 FEET, MORE OR LESS, TO THE NORTH BANK OF THE WHITE RIVER (STUCK RIVER);

THENCE NORTHEASTERLY ALONG SAID NORTH BANK OF THE WHITE RIVER A DISTANCE OF 200 FEET, MORE OR LESS, TO THE LINE COMMON TO THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 226, AND THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36;

THENCE NORTH ALONG THE LINE COMMON TO THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 226, AND THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36 A DISTANCE OF 258 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE LANDS CONVEYED TO THE CITY OF AUBURN BY DEED RECORDED UNDER RECORDING NUMBER 8009050525, RECORDS OF SAID COUNTY;

THENCE EAST 50 FEET ALONG THE NORTH LINE OF SAID LANDS TO THE NORTHEAST CORNER THEREOF;

THENCE NORTH 346.82 FEET TO A POINT 50 FEET EAST OF THE SOUTHWEST CORNER OF TRACT "B" OF CITY OF AUBURN LOT LINE ADJUSTMENT LLA-5-87 RECORDED UNDER RECORDING NUMBER 8704220781, RECORDS OF KING COUNTY;

THENCE WEST ALONG THE SOUTH LINE OF SAID TRACT "B" TO THE SOUTHWEST CORNER OF SAID TRACT "B" AND THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36;

THENCE NORTH ALONG THE WEST LINE OF SAID TRACT "B", THE LINE COMMON TO THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 226, AND THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36 A DISTANCE OF 54.22 FEET, MORE OR LESS, TO SAID EAST RIGHT-OF-WAY LINE OF EAST VALLEY HIGHWAY ("A" STREET SE);

THENCE SOUTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 1171;

THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN SAID CITY OF AUBURN ORDINANCE NUMBER 1171;
THENCE NORTHERLY ALONG THE WEST LINE OF THE LANDS DESCRIBED IN SAID CITY OF AUBURN ORDINANCE NUMBER 1171 TO THE NORTH LINE OF SAID SECTION 36 AND THE TERMINUS OF THIS WATER SERVICE AGREEMENT LINE.

SITUATE IN KING COUNTY, WASHINGTON.

EXHIBIT B

EMERGENCY WATER SYSTEM INTERTIE AGREEMENT Pacific/Auburn Intertie Agreement No. 3

THIS AGREEMENT made and entered into by and between the City of Auburn, hereinafter referred to as Auburn, and, the City of Pacific, hereinafter referred to as Pacific, for the purposes of planning, designing, constructing, maintaining, and operating an emergency system intertie between the respective parties,

WITNESSETH:

WHEREAS, both Cities have water facilities in the vicinity, and

WHEREAS, both Cities can increase fire protection and emergency water supply reliability for their customers, and

WHEREAS, the Cities are willing to provide the necessary services to increase fire fighting and emergency supply reliability upon the terms and conditions set forth herein,

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. The Cities hereby concurrently terminate, with the execution of this Agreement the Water Sales Agreement Between City of Auburn and City of Pacific, dated November 4, 1991 and the Water Service Agreement dated July 27, 1984.
2. The four-inch (4") water service connection on Ellingson Road near Pacific's well field will continue to function as an emergency water supply under the terms and conditions of this agreement and the supply of emergency water through this facility will be one-way from Auburn to Pacific.
3. The new emergency water system intertie will be designed to be operated manually as a two way emergency supply between the Auburn and Pacific Systems. The facility shall be located on East Valley Highway in the vicinity of the Water Service Area Boundaries between the two cities. Final location and configuration of the facilities shall be determined at the time of final design.
4. The emergency water system interties shall be operated only in the event of an emergency. For purposes of this agreement, an emergency shall be defined as resulting from a water shortage, a major water line break, fire demand, contamination to the water supply system, mechanical

equipment failure, electrical equipment failure or Puget Sound Energy facility failure, or any other agreed upon emergency within the water supply system.

5. Auburn will design and administer the contract for the construction of the new metering station. The facility will be designed and constructed in accordance with reasonably accepted water utility standards for similar municipal water utilities. Construction of the metering station will occur in the future at a mutually agreed upon time. Auburn will own and maintain the piping, interior equipment, emergency meter and interior appurtenances, and all piping up to the Pacific side of the vault for the metering station.
6. Upon completion of construction, Auburn will transfer ownership of all exterior appurtenances, and all piping that is located on the Pacific side of the vault, to Pacific. Pacific will own and maintain the exterior appurtenances and all piping on Pacific's side of the vault.
7. Each City will have unlimited access to the vault via a dual padlock or ownership of keys to the vault.
8. Each City will operate the respective normally locked valve inside of the vault. Auburn will solely unlock and operate the locked valve on Auburn's side of the meter and Pacific will solely unlock and operate the locked valve on Pacific's side of the meter.
9. The procedure for operating the interties in the event of such emergency shall be as follows:
 - A. Each City shall determine that an emergency of sufficient magnitude has occurred which warrants the need to request that the one or both interties be activated.
 - B. Upon agreement that an emergency exists, the authorized representative of each City shall allow for one or both of the interties to be opened. The intertie(s) will be activated as soon as reasonably possible. Both Cities' personnel shall be present at the vault(s) to open the valves to activate the facility.
 - C. The City requesting the activation shall provide a written confirmation of the request not less than 24 hours after the verbal request, or on the first day of normal business after the verbal request.

- D. The intertie(s) shall remain activated until the City requesting activation determines that the need for activation of the emergency intertie(s) has ceased and shall request in writing to close the intertie.
 - E. In case of emergency or whenever the public health, safety, or the equitable distribution of water so demands, the City supplying the water may change, reduce or limit the time for or temporarily discontinue the supply of water without notice; water service may be temporarily interrupted, limited for purposes of making repairs, extensions or doing other necessary work; and the City supplying the water shall not be responsible for any damage resulting from interruption, change or failure of the water supply, and the City receiving the water (City requesting activation) shall save and hold harmless the City supplying the water from any loss, damages or suites to or by customers of the City receiving the water resulting from interruption, change or failure of water supply provided by this Agreement, except damages arising out of the City supplying the water's negligence. Prior to a planned interruption or limiting of service, the City supplying the water will notify the City receiving the water of such not less than three days prior to the service disruption. The City supplying the water agrees to use best efforts and reasonable diligence to notify the City receiving the water as soon after it becomes aware of the need for service disruption and further will, to the extent practical, limit the service disruption to daylight hours.
- 10. Auburn shall read the meter(s) upon activation and upon deactivation of the intertie(s). The City supplying the water shall verify the information and shall then calculate and invoice the other City for the water used during the request. The total water used during the event shall be used to calculate the invoice. The rate for water consumed through the emergency interties shall be at the Auburn Wholesale Rate to Algona in effect at the time the water is used. This shall be complete payment for the water, labor, and administration of activating the intertie(s).
 - 11. The total project costs for the construction of the new intertie shall include costs for consulting design service, and construction. Auburn shall bear the project costs in exchange for facilities transferred to Auburn as a part of the Lakeland Hills area annexation/de-annexation. Each City is responsible for associated staff, administration and legal costs associated with this implementation of the agreement.
 - 12. To the extent allowed by law, the City of Pacific shall defend, indemnify, and hold harmless the City of Auburn, its elected officials, employees and agents from and against any and all suits, claims, actions, losses, costs,


expenses of litigation, attorney's fees, penalties and damages of whatsoever kind or nature arising out of or in connection with or incident to an act or omission of the City of Pacific, its employees, agents, and contractors in the performance of the City of Pacific's obligations under the Agreement and this Amendment. This indemnification provision shall include, but is not limited to, all claims against the City of Auburn by an employee or former employee of the City of Pacific or its contractors and, as to such claims; the City of Pacific expressly waives all immunity and limitation of liability under Title 51 RCW.

To the extent allowed by law, the City of Auburn shall defend, indemnify and hold harmless the City of Pacific, its elected officials, employees and agents from and against any and all suits, claims, actions, losses, costs, expenses of litigation, attorney's fees, penalties, and damages or whatsoever kind or nature arising out of, in connection with or incident to an act or omission of the City of Auburn, its employees, agents, and contractors in the performance of the City of Auburn's obligations under this Agreement. This indemnification obligation shall include, but is not limited to, all claims against the City of Pacific by an employee or former employee of the City of Auburn or its contractors and, as to such claims, the City of Auburn expressly waives all immunity and limitation of liability under Title 51 RCW.

13. This Agreement shall remain in force until terminated by either party hereto upon 60-days written notice to the other party. Any project costs, incurred up to the date of such notice, as described herein, shall be shared in accordance with the provisions of this Agreement.
14. Water available to the Pacific pursuant to this Agreement shall be in compliance with all applicable state and federal drinking water laws, regulations and standards.
15. If Pacific requires additional or different treatment facilities in order for the water received under this agreement to comply with their water quality goals or standards then Pacific will install such treatment facilities on the Pacific side of the intertie meters at their expense.
16. If Auburn requires additional or different treatment facilities in order for the water received under this agreement to comply with their water quality goals or standards then Auburn will install such treatment facilities on the Auburn side of the intertie meters at their expense.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date last written below.

CITY OF AUBURN
King County, Washington



PETER B. LEWIS, MAYOR
OCT 20 2003

Date _____

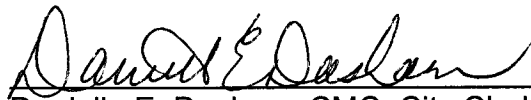
CITY OF PACIFIC
King County, Washington



HOWARD ERICKSON, MAYOR

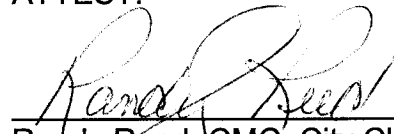
Date October 31, 2003

ATTEST:



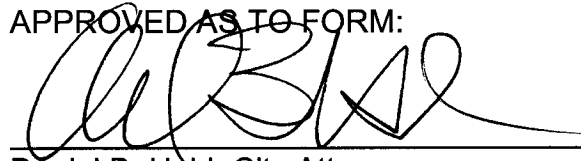
Danielle E. Daskam, CMC, City Clerk

ATTEST:



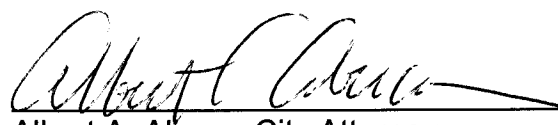
Randy Reed, CMC, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

APPROVED AS TO FORM:



Albert A. Abuan, City Attorney

EXHIBIT "C"

CITY OF AUBURN, WASHINGTON FRANCHISE AGREEMENT WITH THE CITY OF PACIFIC

WHEREAS, the City of Auburn (Auburn) and the City of Pacific (Pacific) have agreed to the annexation/de-annexation a portion of property described in Attachment "1" relating to among other things East Valley Highway (EVH) from the north end of the White River bridge to the King-Pierce County line in which, Auburn recognizes and agrees to Pacific's right to access a portion of EVH near the King/Pierce County line for ingress, egress and utilities; and

WHEREAS, Auburn and Pacific have entered into a Water Service Area Agreement, which revised the boundary between their respective water service areas; and

WHEREAS, the City of Auburn and Pacific have entered into an Emergency Water System Intertie Agreement; and

WHEREAS, according to said Emergency Water System Intertie Agreement, Auburn guaranteed Pacific the right to wheel water through Auburn's water system for an associated wheeling charge; and

WHEREAS, in order to maintain control over the use of Auburn right-of-ways by Pacific within Auburn, it is appropriate to enter into franchise agreements with Pacific; and

WHEREAS, Pacific has negotiated this franchise agreement with Auburn acceptable to both parties; and

WHEREAS, Auburn has determined that it is in the best interests of the public to grant Pacific a franchise on the terms and conditions set forth in this Agreement.

NOW, THEREFORE THE CITY OF AUBURN AND THE CITY OF PACIFIC
AGREE AS FOLLOWS:

SECTION 1 DEFINITION

Where used in this franchise ("Franchise"), the following definitions shall apply:

1.1 "Franchisee" means the City of Pacific, a Washington municipal corporation, and its respective successors and assigns.

1.2 "City" means the City of Auburn, a Washington municipal corporation.

1.3 "Franchise Area" means that portion of East Valley Highway where Pacific will own, operate and maintain utilities as described with Attachment 2" attached hereto, which is by this reference incorporated, as if fully set forth herein; provided, that the Franchise Area shall not include or convey any right to Franchisee to install facilities on or to otherwise use City owned or leased properties outside the Franchise Area.

1.4 "Facilities" means the Franchisee's utility system, lines, mains, appurtenances, and all other necessary or convenient facilities for the purpose of providing water service.

1.5 "Agreement" means this Agreement setting forth the terms and conditions of the franchise granted to the Franchisee.

SECTION 2 FRANCHISE GRANT

Subject to the terms and conditions set forth in this Agreement, the City grants to the Franchisee the right to construct and install water pipelines and appurtenances and to excavate trenches in City roads for the purposes of constructing, installing, operating, maintaining, removing, and replacing mains and pipes and making connections between the same to the dwellings and other buildings of the consumers. In exercising the foregoing rights, the Franchisee shall be governed by and conform to the general rules adopted by the Public Works Department of the City of Auburn, and the Franchisee, at no expense to the City, shall complete all work and shall replace and restore the City roads to the condition of the City roads existing immediately prior to such disturbance; PROVIDED, HOWEVER, that no such work shall be done prior to the obtaining of a permit therefor issued by the City's Public Works Director (hereinafter "Director"), which permit shall set forth conditions pertaining to the work to be done and specifications for the restoration of the roads to the same condition as they were prior to such work. If the Franchisee does not repair the City roads to the satisfaction of the Director, the City may, at its sole discretion, repair such City roads, or cause them to be repaired, and the Franchisee hereby agrees to reimburse the City for the cost of such work, including overhead costs.

SECTION 3 FRANCHISE TERM

This Franchise is and shall remain in full force and effect from the effective date of this Agreement forward, for a period not to exceed twenty-five (25) years from the effective date of this Agreement provided, that this Franchise shall not take effect and the Franchisee shall have no rights under this Franchise unless the Franchisee files a written acceptance of this Franchise with the City pursuant to Section 4 of this Agreement.

SECTION 4 ACCEPTANCES BY GRANTEE OF TERMS AND CONDITIONS

The full acceptance of this Franchise and all of its terms and conditions shall be filed with the City Clerk within forty-five (45) days from the date of this Agreement, by the Franchisee. Full acceptance of this Franchise is a condition precedent to its taking effect, and unless this Franchise is accepted within the time specified, this grant will be null and void and have no force or effect.

SECTION 5 NON-EXCLUSIVE FRANCHISE

This Franchise is not exclusive. It does not prohibit the City from granting franchises for other public or private utilities in, over, along, across, and under any City property, including the Franchise Area. This Franchise does not prevent or prohibit the City from constructing, altering, maintaining or using any of the Franchise Area. The City retains full power to make all changes, relocations; repair, maintenance or other work to or in the Franchise Area as the City deems fit.

SECTION 6 JURISDICTIONS

This Franchise is intended to convey limited rights and interest only as to those roads and rights-of-way in which the City has an actual interest. It is not a warranty of title or of interest in City road rights-of-way. None of the rights granted to the Franchisee shall affect the jurisdiction of the City over City road rights-of-way or the City's power to perform work upon its roadways, rights-of-way or appurtenant drainage facilities including by constructing, altering, renewing, paving, widening, grading, blasting or excavating.

SECTION 7 REGULATIONS OF USE AND CONTROL

This Franchise does not deprive the City of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the City road rights-of-way covered by this Franchise. The City reserves the right and power at all times to exercise its police powers with respect to the time, manner and location of the placement of the Franchisee's Facilities.

SECTION 8 EMINENT DOMAIN

This Franchise and the limited rights and interests granted by this Franchise are subject to the exercise of eminent domain. In the event of an exercise of eminent domain by the City, the value to be attributed to all the rights and interests granted under this Franchise shall not exceed the actual amount the Franchisee paid to the City in obtaining this Franchise.

SECTION 9 VACATION

If at any time the City vacates any City rights-of-way covered by this Franchise, the City will not be held liable for any damages or loss to the Franchisee by reason of such vacation. The City may, after giving thirty (30) days written notice to the Franchisee terminate this Franchise with respect to any City road or rights-of-way vacated.

SECTION 10 ENFORCEMENT

The City's failure to enforce any provision of this Franchise does not constitute a waiver of its right to enforce that provision or any other provision of this Franchise.

SECTION 11 INDEMNITIES AND HOLD HARMLESS

11.1 The Franchisee shall defend, indemnify and hold harmless the City, its appointed and elected officials, and its employees and agents from and against liability for all claims, actions, injuries, demands, liabilities, losses, costs, damages and

judgments, including costs of defense thereof, (collectively referred to as "damages") for injury to persons, death or property damage caused by, arising out of, or incidental to the Franchisee's exercise of the rights and privileges granted by this Franchise, except for damages caused by or arising out of the City's sole negligence. In the event that any such claim or demand for damages is presented to or filed with the City, or if any suit or action is initiated against the City based on such claims or demands for damages, the City shall promptly notify the Franchisee of the claim, demand, suit or action and the Franchisee shall have the right, at its election and its sole cost and expense, to settle and compromise such claim, demand, suit or action, or defend the same at the Franchisee's sole cost and expense.

11.2 If it is determined that RCW 4.24.115 applies to this Franchise, the Franchisee agrees to defend, hold harmless and indemnify the City to the maximum extent permitted under that statute, and specifically for the Franchisee's negligence concurrent with that of the City to the full extent of the Franchisee's negligence.

SECTION 12 INSURANCE

12.1 The Franchisee shall keep a policy of insurance in force with a minimum limit of five million dollars (\$5,000,000.00). Verification of insurance coverage is a condition precedent to the effectiveness of this Agreement.

12.2 The insurance shall be maintained in full force and effect at the Franchisee's sole expense throughout the term of the Franchise, and, should such insurance be terminated, this Agreement shall terminate as of the date of the termination of insurance coverage.

12.3 The coverage provided by the Franchisee's insurance policies shall be primary to any insurance maintained by the City except as to losses or damages attributable to the sole negligence of the City. Any insurance maintained by the City that might relate to this Franchise shall be in excess to the Franchisee's insurance and shall not contribute with or to it. The City has no obligation to report occurrences to the insurance companies unless a claim is filed with the City's City Council; and the City has no obligations to pay the Franchisee's premiums.

12.4 The Franchisee shall be solely and completely responsible to perform all work related to this Franchise in compliance with all applicable federal, state, county and city statutes, rules, regulations, Ordinances, orders and codes. The Franchisee's attention is directed to the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW. The Franchisee shall be solely and completely responsible for safety and safety conditions on its job sites and for its work within the Franchise Area, including the safety of all persons and property during performance of any works therein. The services of the City or City's consultant personnel in conducting construction review of the Franchisee's work relating to the Franchise is not intended to include review of the adequacy of the Franchisee's work methods, equipment, scaffolding, or trenching, or safety measures in, on or near such Franchise Area or job site. The Franchisee shall provide safe access for the City and its inspectors to adequately inspect the work and its conformance with applicable statutes, Ordinances, rules, regulations, and the Franchise.

SECTION 13 INSTALLATIONS, REPAIR, REMOVAL OR RELOCATION

13.1 The Franchisee shall, at no expense to the City, expeditiously repair all existing Facilities that it owns within the Franchise Area, including any damage caused directly or indirectly by its Facilities, all appurtenant Facilities and service lines connecting its system to users, if the City requires such repair for any reasonable purpose.

13.2 The Franchisee shall, at no expense to the City, adjust, remove or relocate existing Facilities within the Franchise Area, including all appurtenant Facilities and service lines connecting its system to users, if the City determines such adjustment, removal or relocation is reasonably necessary to allow for an improvement or alteration planned by the City. The City shall give the Franchisee written notice of such requirement as soon as practicable. The written notice shall include all available information, such as plans and specifications, as is reasonably necessary for the Franchisee to plan for such adjustment, removal or relocation.

13.3 Franchisee's Facilities shall be constructed, installed, maintained and repaired within the Franchise Area so as to provide safety of persons and property, and not interfere with the free passage of traffic, all in accordance with the laws of the State of Washington, and the Ordinances, resolutions, rules and regulations of the City.

13.4 For projects that are a part of the City's capital improvement program, in addition to any other notice given to the Franchisee, the City shall provide a copy of the capital improvement plan and six (6) year transportation improvement plan when requested. Further the City shall provide a vertical and horizontal profile of the roadway and drainage facilities within it, both existing and as proposed by the City, and the proposed construction schedule. The initial design information shall be given at least one hundred and eighty (180) days before construction is scheduled to begin, except in cases of urgent construction or emergencies. The Franchisee shall respond to this notice, and to any later notices of revised designs, within twenty (20) days of the date of the notice, by providing to the City the Franchisee's best available information as to the location of all the Franchisee's Facilities, including all appurtenant Facilities and service lines connecting its system to users and all Facilities that it has abandoned, within the area proposed for the project.

13.5 The City shall offer the Franchisee the opportunity to participate in the preparation of bid documents for the selection of a contractor to perform the public works project as well as all required adjustments, removals or relocations of the Franchisee's Facilities. The City shall have sole authority to choose the contractor to perform such work. Such bid documents shall provide for an appropriate cost allocation between the parties. In addition to the Franchisee's allocation of contractor costs, the Franchisee shall reimburse the City for all costs, to include but not be limited to legal, engineering, inspections, administration and/or soils testing, related to the Franchisee's work and reasonably incurred by the City in the administration of such joint construction contracts. Such costs shall include the direct salary cost of the time of City professional and technical personnel, including the City's consultants, spent productively engaged in such work, plus overhead costs at the standard rate charged by the City on other similar projects.

- 13.6 It is understood that emergency situations may arise that could threaten public health and/or continued operation of the Franchisee's utility system and the Franchisee may be unable to notify the City in the manner prescribed in Section 14 of this Franchise. In such a situation the Franchisee shall immediately correct the hazardous situation and continue to use best efforts to contact the City staff. The Emergency Phone Number for the City of Auburn is (253) 931-3010, and the City of Pacific is (253) 929-1110. Dialing 911 is advised for emergency situations.

SECTION 14 REQUIREMENTS OF CONSTRUCTION PERMITS

14.1 The Franchisee has the right, privilege and authority to enter the City road rights-of-way for the purpose of constructing, installing, operating, maintaining, replacing or repairing its Facilities on the condition that it obtains construction, excavation, and right-of-way use permits issued by the City. Any work performed, whether by Franchisee, its contractors, or third parties, shall include necessary paving, patching, grading and any other reasonably necessary repair or restoration to the City rights-of-way. All work shall be done to the City's satisfaction.

14.2 All equipment, pipelines and appurtenances which are used in the construction, installation, operation, maintenance or repair of the Franchisee's Facilities and which are located within the City road rights-of-way and owned by the Franchisee shall be considered to be part of the Franchisee's system and shall be the responsibility of the Franchisee. All permits for the construction, installation, operation, maintenance or repair of the Franchisee's system shall be applied for and given in the name of the Franchisee, who will be responsible for all work done under the permit. The Franchisee remains responsible whether the work is performed by the Franchisee, its contractors, or by third parties.

14.3 When required by the Public Works Director, the Franchisee shall post a bond to the City in the amount sufficient for any road repair or restoration. The amount of the bond shall be set by the City and must be filed with the City before a permit will be issued.

SECTION 15 PERFORMANCE OF WORK

15.1 Any work performed by the Franchisee in the Franchise Area shall conform to all City Ordinances and requirements including, but not limited to, Auburn City Code and the City's Design and Construction Standards in force when the work is performed. All traffic control shall conform to the current edition of the Uniform Traffic Control Devices in force when the work is performed.

15.2 If work performed under this Franchise makes it necessary to turn off or diminish water pressure to any fire hydrant, the Franchisee shall notify the City's Fire Department by telephone and by written notice, that water pressure or fire flow conditions have been affected. Except in the case of an emergency, the notice shall be provided at least 48 hours prior to the water pressure being turned off or diminished.

If more than one fire hydrant will be affected, the Franchisee shall provide a map of the affected area to the Fire Department. Out-of-service fire hydrants must be identified as not operational by covering with a properly secured burlap or plastic bag. Fire hydrants should be returned to full service as soon as reasonably possible or no longer than two working days from the date service was diminished. The Franchisee shall notify the City's Fire Department when the hydrant is returned to full service.

SECTION 16 RESTORATION OF CITY RIGHTS-OF-WAY

After performing work on, under or adjacent to City road rights-of-way, the Franchisee is responsible for and shall leave all City road rights-of-way in the condition of the City roads rights-of-way existing immediately prior to such disturbance. If the Franchisee, its contractors, or third parties working under permit should fail to diligently restore City road rights-of-way to the satisfaction of the City, the City may make such repairs or restorations as are necessary to return the City road rights-of-way to a condition reasonably comparable to the condition of the City roads rights-of-way existing immediately prior to such disturbance. Upon presentation of an itemized bill for repairs or restorations, including all applicable costs, both direct and indirect, to include but not be limited to the cost of labor, tools, materials and equipment, the Franchisee shall pay the bill within sixty-five (65) days.

SECTION 17 GUARANTEES

The Franchisee shall guarantee work and materials furnished and completed by the Franchisee under this Franchise for a period of two (2) years from the date the City accepts the work and/or restoration.

SECTION 18 INFORMATION ON LOCATION OF FACILITIES

Prior to the effective date of this Agreement, the Franchisee shall provide the City with all information requested by the City regarding the location of the Franchisee's current Facilities, including but not limited to copies of all record drawings for such Facilities. If the Franchisee performs any work to install, repair, reconstruct, or replace Facilities in the Franchise Area after this Agreement's effective date, the Franchisee shall provide the City with all information requested by the City regarding the location of those Facilities, including but not limited to copies of record drawings.

SECTION 19 COORDINATION OF WORK IN FRANCHISE AREA

To facilitate the coordination of work in City rights-of-way, if either the Franchisee or the City plans to make excavations in the Franchise Area, the party planning such excavation shall provide written notice to the other of the planned excavation, affording the other party the opportunity to share in the excavation; provided, that (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made, (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties, and (3) either party may deny such request for safety reasons.

SECTION 20 REIMBURSEMENTS OF COSTS

The Franchisee shall reimburse and pay to the City the amount of actual administrative expenses incurred by the City, which are directly or indirectly related to the receipt, review and approval of this Franchise. In the event of non-payment thereafter, the Franchisee shall pay the City's reasonable attorneys' fees and other costs incurred in collecting such amount. Payment must be made within sixty-five (65) days of the Franchisee's receipt of the City's bill/invoice. If payment is not paid in full within the sixty-five (65) days, this Franchise shall become null and void.

SECTION 21 BLASTING REQUIREMENTS

The Franchisee's right to construct, install, operate, maintain and repair Facilities does not preclude the City, its agents or contractors from blasting, grading, or doing other road work contiguous to the Franchisee's Facilities. When practical, the City shall give the Franchisee forty-eight (48) hours notice of blasting or excavating.

SECTION 22 SURVEY MARKERS AND MONUMENTS

Before any work is performed under this Franchise, the Franchisee shall establish two or more reference marks to all monuments and markers of every nature relating to subdivisions, plats, rights-of-way, and all other surveys. The reference points shall be located so that they will not be disturbed during any of Franchisee's operations under this Franchise. The method of referencing monuments or other markers or points shall be approved by the City before placement. The replacement of all markers or monuments disturbed during any construction of the Franchisee shall be made as promptly as conditions permit. The cost of monuments or markers lost, destroyed, or disturbed and the expense or replacement with approved markers or monuments shall be borne by the Franchisee.

SECTION 23 RESERVATIONS OF RIGHTS

The City reserves the right, upon thirty (30) days written notice to the Franchisee, to amend or modify the provisions or conditions of this Franchise to conform to any state, county, federal, or city statute, ordinance, rule or regulation. The City may terminate this Franchise upon thirty (30) days written notice to the Franchisee if the Franchisee fails or refuses to comply with such amendment or modification.

SECTION 24 ASSIGNMENT

The Franchisee shall not have the right to assign this Franchise without the written consent of the City. No assignment shall be effective unless an acceptance by the assignee of all rights, conditions, terms, provisions and responsibilities contained within the Franchise, as well as surety bonds which the City deems necessary to be posted, are received as allowed by law. The City's approval of the assignment may be made subject to the assignee's acceptance of new or modified terms of the Franchise.

SECTION 25 PENALTY FOR VIOLATION OF CONDITIONS

If the Franchisee fails to comply with any material term, condition or responsibility under this Franchise, the City may provide the Franchisee with written notice of the City's intent to revoke the Franchise if the Franchisee's failure is not cured within thirty (30) days of the date of the notice. During the thirty (30) days following the date of the notice, the Franchisee shall have the opportunity to remedy the failure to comply. A public hearing shall be scheduled before the Auburn City Council at least thirty (30) days following the notification on the issue of the revocation. If at the hearing, the City Council finds that grounds exist to revoke the Franchise under this paragraph and that the revocation is in the public interest, the City Council may by ordinance revoke the Franchise. The revocation shall be effective ninety (90) days after the public hearing.

SECTION 26 EXPIRATION AND RENEWAL

26.1 If the Franchisee requests a renewal of this Franchise prior to its expiration date, the City may, at the City's sole discretion, extend the term of this Franchise for up to one year beyond the expiration date to allow for processing of the renewal. If the City elects to extend the term of this Franchise, written notice of the extension shall be provided to the Franchisee prior to the Franchise expiration date.

26.2 If the Franchisee has not requested a renewal of this Franchise prior to its expiration date, the City has the right, upon thirty (30) day's prior notice to the Franchisee, to remove or relocate any of the Franchisee's Facilities as is reasonably necessary for the public's health, welfare or safety, or for the construction, alteration, or improvement of the Franchise Area, or for the construction or installation of lines or facilities of other franchise holders. The Franchisee shall be liable for costs incurred in any removal or relocation of the Franchisee's Facilities under this section.

26.3 Upon the expiration of this Franchise, the Franchisee shall continue to be responsible for the operation and maintenance of the Franchisee's existing facilities in the Franchise Area, but shall not have the right to provide additional services. This Section and Sections 11, 13, 14, 15, 16, 19, and 22 of this Franchise shall continue in force until such time as the Franchisee's Facilities are abandoned to the City in accordance with the terms and conditions of the Annexation Resolution.

SECTION 27 COMPLIANCE WITH LAWS

The Franchisee shall conform to all applicable federal, state and local laws and regulations including, but not limited to, the State Environmental Policy Act and the City's Environmental Standards and Ordinances.

SECTION 28 NON-DISCRIMINATION CLAUSES

In all hiring or employment made possible or resulting from this Franchise, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupation qualification. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this agreement

on the grounds of sex, sexual orientation, race, color, national origin, age, except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

SECTION 29 NOTICES

Any notice or information required or permitted under this Franchise may be sent to the following addresses unless otherwise specified:

City of Auburn:
City Engineer
25 West Main Street
Auburn, WA 98001-4998
253-931-3010

City of Pacific:
Community Development Director
100 3rd Avenue S.E.
Pacific, WA 98047
253-929-1110

SECTION 30 ATTORNEYS' FEES

If either party commences litigation against the other party relating to the performance or alleged breach of this Franchise, the prevailing party shall be entitled to all costs, including reasonable attorneys' fees incurred, relating to such litigation, including those incurred in any appeal.

SECTION 31 SEVERANCES

If any term, provision, condition or portion of this Franchise is held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise which shall continue in full force and effect, unless the dominant purpose of the Franchise would be prevented or the public interest would no longer be served, as determined by the City.

SECTION 32 EFFECTIVE DATE

This Agreement having been introduced at least five days prior to its date of passage and submitted to the city attorney, and being approved by at least a majority of the entire city council at a regular city council meeting, shall take effect and be in force five days after its passage, approval and publication as required by law.

SECTION 33 EXISTING UTILITIES

This Franchise shall govern City of Pacific, new utility Facilities within the City of Auburn.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date last written below.

CITY OF AUBURN
King County, Washington



PETER B. LEWIS, MAYOR

Date OCT 20 2003

CITY OF PACIFIC
King County, Washington



HOWARD ERICKSON, MAYOR


Date October 31, 2003

ATTEST:



Danielle E. Daskam, CMC, City Clerk

ATTEST:



Randy Reed, CMC, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

APPROVED AS TO FORM:



Albert A. Abuan, City Attorney

ATTACHMENT 1

ANNEXATION LEGAL DESCRIPTION AREA IN VICINITY OF "A" STREET SOUTHEAST (EAST VALLEY HIGHWAY) AND LAKELAND HILLS WAY SOUTHEAST

THAT PORTION OF GOVERNMENT LOTS 3 AND 4 IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 21 NORTH, RANGE 5 EAST, W. M., AND THE EAST HALF OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3 IN SECTION 31, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., SAID CORNER ALSO BEING AN ANGLE POINT IN THE WEST BOUNDARY OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN CITY OF PACIFIC ANNEXATION ORDINANCE NUMBER 319;

THENCE EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3, AND THE BOUNDARY COMMON TO SAID LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 319 A DISTANCE OF 1280 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3;

THENCE SOUTH ALONG THE EAST LINE OF SAID GOVERNMENT LOTS 3 AND 4, AND THE BOUNDARY COMMON TO SAID LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 319 TO THE SOUTHEAST CORNER OF SAID CITY OF PACIFIC ORDINANCE 319 AND TO A LINE PARALLEL WITH AND 825 FEET NORTHERLY OF THE SOUTH LINE OF SAID GOVERNMENT LOT 4;

THENCE WEST ALONG THE BOUNDARY COMMON TO SAID LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 319, AND ALONG SAID PARALLEL LINE A DISTANCE OF 1300 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SECTION 31;

THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 31 AND THE BOUNDARY COMMON TO THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 226 TO THE SOUTHWEST CORNER OF SAID SECTION 31;

THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 4 EAST AND ALONG THE SOUTH LINE OF THE LANDS ANNEXED TO THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 226 A DISTANCE OF 70 FEET, MORE OR LESS, TO THE EAST LINE OF THE BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD RIGHT-OF-WAY (100 FEET IN WIDTH);

THENCE NORTH ALONG SAID EAST LINE OF THE BNSF RAILROAD RIGHT-OF-WAY TO A LINE PARALLEL WITH AND 100 FEET NORTHERLY OF SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36;

THENCE WEST ALONG LAST SAID PARALLEL LINE 100 FEET TO THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD RIGHT-OF-WAY;

THENCE NORTH ALONG SAID WEST LINE OF THE BNSF RAILROAD RIGHT-OF-WAY A DISTANCE OF 3280 FEET, MORE OR LESS, TO A LINE PARALLEL WITH AND 1884 FEET SOUTHERLY (WHEN MEASURED ALONG THE WEST LINE OF SAID RAILROAD RIGHT-OF-WAY) FROM THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36;

THENCE EASTERLY ALONG LAST SAID PARALLEL LINE A DISTANCE OF 175 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF EAST VALLEY HIGHWAY ("A" STREET SE);

THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 150 FEET, MORE OR LESS, TO THE NORTH BANK OF THE WHITE RIVER (STUCK RIVER);

THENCE NORTHEASTERLY ALONG SAID NORTH BANK OF THE WHITE RIVER A DISTANCE OF 200 FEET, MORE OR LESS, TO THE LINE COMMON TO THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 226, AND THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.;

THENCE SOUTH ALONG SAID LINE COMMON TO THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 226, AND THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31 A DISTANCE OF 700 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN KING COUNTY, WASHINGTON.

Attachment 2

CITY OF PACIFIC – DESCRIPTION CROSSING EAST VALLEY HIGHWAY

BEGINNING AT INTERSECTION OF THE EAST MARGIN OF THE EAST VALLEY HIGHWAY ("A" STREET SOUTHEAST) AND THE NORTH LINE OF TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M.;

THENCE SOUTHERLY ALONG SAID EAST MARGIN OF THE EAST VALLEY HIGHWAY A DISTANCE OF 50 FEET;

THENCE WEST TO THE EAST LINE OF THE BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD RIGHT-OF-WAY (100 FEET IN WIDTH);

THENCE NORTHERLY ALONG SAID EAST LINE OF THE BNSF RAILROAD RIGHT-OF-WAY A DISTANCE OF 150 FEET;

THENCE EAST TO SAID EAST MARGIN OF THE EAST VALLEY HIGHWAY;

THENCE SOUTHERLY ALONG SAID EAST MARGIN OF THE EAST VALLEY HIGHWAY A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

SITUATE IN KING AND PIERCE COUNTIES, WASHINGTON.

EXHIBIT D

CITY OF PACIFIC, WASHINGTON FRANCHISE AGREEMENT WITH THE CITY OF AUBURN

WHEREAS, the City of Auburn (Auburn) and the City of Pacific (Pacific) have agreed to the annexation/de-annexation a portion of property described in Attachment "1" relating to among other things East Valley Highway (EVH) from the north end of the White River bridge to the King-Pierce County line in which, Auburn recognizes and agrees to Pacific's right to access a portion of EVH near the King/Pierce County line for ingress, egress and utilities; and

WHEREAS, Auburn and Pacific have entered into a Water Service Area Agreement, which revised the boundary between their respective water service areas; and

WHEREAS, the City of Auburn and Pacific have entered into an Emergency Water System Intertie Agreement; and

WHEREAS, in order to maintain control over the use of City of Pacific right-of-way by utilities operating within the City of Pacific, it is appropriate to enter into franchise agreements with such utilities; and

WHEREAS, City of Auburn is such a utility, and has negotiated this franchise agreement with the City of Pacific acceptable to both parties; and

WHEREAS, the City of Pacific has determined that it is in the best interests of the public to grant the City of Auburn a franchise on the terms and conditions set forth in this Agreement; now, therefore

THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1 DEFINITIONS

Where used in this franchise ("Franchise"), the following definitions shall apply:

1.1 "Franchisee" means the City of Auburn, a Washington municipal corporation, and its respective successors and assigns.

1.2 "City" means the City of Pacific, a Washington municipal corporation.

1.3 "Franchise Area" means the Right of Way of A Street SE as described in Attachment "2" attached hereto, which is by this reference incorporated, as if fully set forth herein; provided, that the Franchise Area shall not include or convey any right to Franchisee to install facilities on or to otherwise use City owned or leased properties outside the Franchise Area.

1.4 "Facilities" means the Franchisee's water system, lines, mains, appurtenances, and all other necessary or convenient facilities for the purpose of providing water service.

1.5 "Agreement" means this Agreement setting forth the terms and conditions of the franchise granted to the Franchisee.

SECTION 2 FRANCHISE GRANT

Subject to the terms and conditions set forth in this Agreement, the City grants to the Franchisee the right for the construction and installation of water pipeline, appurtenances and the excavation of trenches on City roads for the purposes of constructing, installing, operating, maintaining, removing, and replacing mains and pipes and making connections between the same to the dwellings and other buildings of the consumers, the Franchisee shall be governed by and conform to the general rules adopted by the Public Works Department of the City of Pacific, and the Franchisee, at no expense to the City, shall complete all such work and shall replace and restore the City roads to a condition reasonably comparable to the condition of the City roads existing immediately prior to such disturbance; PROVIDED, HOWEVER, that no such work shall be done prior to the obtaining of a permit therefor issued by the City's Community Development Director (hereinafter "Director"), which permit shall set forth conditions pertaining to the work to be done and specifications for the restoration of the roads to the same condition as they were prior to such work. If the Franchisee does not repair the City roads to the satisfaction of the Director, the City may, at its sole discretion, repair such City roads, or cause them to be repaired, and the Franchisee hereby agrees to reimburse the City for the cost of such work, including overhead costs.

SECTION 3 FRANCHISE TERM

This Franchise is and shall remain in full force and effect for a period of twenty-five (25) years from the effective date of this Agreement; provided, that this Franchise shall not take effect and the Franchisee shall have no rights under this Franchise unless the Franchisee files a written acceptance of this Franchise with the City pursuant to Section 4 of this Agreement.

SECTION 4 ACCEPTANCE BY GRANTEE OF TERMS AND CONDITIONS

The full acceptance of this Franchise and all of its terms and conditions shall be filed with the City Clerk within forty-five (45) days from the date of this Agreement, by the Franchisee. Full acceptance of this Franchise is a condition precedent to its taking effect, and unless this Franchise is accepted within the time specified, this grant will be null and void and have no force or effect.

SECTION 5 NON-EXCLUSIVE FRANCHISE

This Franchise is not exclusive. It does not prohibit the City from granting franchises for other public or private utilities in, over, along, across, and under any City property,

including the Franchise Area. This Franchise does not prevent or prohibit the City from constructing, altering, maintaining or using any of the Franchise Area. The City retains full power to make all changes, relocations, repair, maintenance or other work to or in the Franchise Area as the City deems fit.

SECTION 6 JURISDICTIONS

This Franchise is intended to convey limited rights and interest only as to those roads and rights-of-way in which the City has an actual interest. It is not a warranty of title or of interest in City road rights-of-way. None of the rights granted to the Franchisee shall affect the jurisdiction of the City over City road rights-of-way or the City's power to perform work upon its roadways, rights-of-way or appurtenant drainage facilities including by constructing, altering, renewing, paving, widening, grading, blasting or excavating.

SECTION 7 REGULATION OF USE AND CONTROL

This Franchise does not deprive the City of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the City road rights-of-way covered by this Franchise. The City reserves the right and power at all times to exercise its police powers with respect to the time, manner and location of the placement of the Franchisee's Facilities.

SECTION 8 EMINENT DOMAIN

This Franchise and the limited rights and interests granted by this Franchise are subject to the exercise of eminent domain. In the event of an exercise of eminent domain by the City, the value to be attributed to all the rights and interests granted under this Franchise shall not exceed the actual amount the Franchisee paid to the City in obtaining this Franchise.

SECTION 9 VACATION

If at any time the City vacates any City rights-of-way covered by this Franchise, the City will not be held liable for any damages or loss to the Franchisee by reason of such vacation. The City may, after giving thirty (30) days written notice to the Franchisee terminate this Franchise with respect to any City road or rights-of-way vacated.

SECTION 10 ENFORCEMENT

The City's failure to enforce any provision of this Franchise does not constitute a waiver of its right to enforce that provision or any other provision of this Franchise.

SECTION 11 INDEMNITIES AND HOLD HARMLESS

11.1 The Franchisee shall defend, indemnify and hold harmless the City, its appointed and elected officials, and its employees and agents from and against liability for all claims, actions, injuries, demands, liabilities, losses, costs, damages and judgments, including costs of defense thereof, (collectively referred to as "damages") for injury to persons, death or property damage caused by, arising out of, or incidental

to the Franchisee's exercise of the rights and privileges granted by this Franchise, except for damages caused by or arising out of the City's sole negligence. In the event that any such claim or demand for damages is presented to or filed with the City, or if any suit or action is initiated against the City based on such claims or demands for damages, the City shall promptly notify the Franchisee of the claim, demand, suit or action and the Franchisee shall have the right, at its election and its sole cost and expense, to settle and compromise such claim, demand, suit or action, or defend the same at the Franchisee's sole cost and expense.

11.2 If it is determined that RCW 4.24.115 applies to this Franchise, the Franchisee agrees to defend, hold harmless and indemnify the City to the maximum extent permitted under that statute, and specifically for the Franchisee's negligence concurrent with that of the City to the full extent of the Franchisee's negligence.

SECTION 12 INSURANCE

12.1 The Franchisee being a municipality in the State of Washington shall be self-insured through the Washington Cities Insurance Association (WCIA). If required by Pacific, Auburn shall request the WCIA to provide Pacific with a letter sent from the WCIA evidencing such an insurance policy to be in force.

12.2 The insurance shall be maintained in full force and effect at the Franchisee's sole expense throughout the term of the Franchise. The City shall be given at least forty-five (45) days written notice that the Franchisee is no longer a member of the WCIA. Such notice to the City shall be by certified mail, sent to City of Pacific; Public Works Dept.; 100 3rd SE; Pacific, Washington 98047

12.3 The coverage provided by Auburn's insurance policies shall be primary to any insurance maintained by Pacific except as to losses or damages attributable to the sole negligence of Pacific. Any insurance maintained by Pacific that might relate to this Franchise shall be in excess to Auburn's insurance and shall not contribute with or to it. Pacific has no obligation to report occurrences to the insurance companies unless a claim is filed with Pacific's City Council; and Pacific has no obligations to pay Auburn's premiums.

12.4 The Franchisee shall be solely and completely responsible to perform all work related to this Franchise in compliance with all applicable federal, state, county and city statutes, rules, regulations, ordinances, orders and codes. The Franchisee's attention is directed to the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW. The Franchisee shall be solely and completely responsible for safety and safety conditions on its job sites and for its work within the Franchise Area, including the safety of all persons and property during performance of any works therein. The services of the City or City's consultant personnel in conducting construction review of the Franchisee's work relating to the Franchise is not intended to include review of the adequacy of the Franchisee's work methods, equipment, scaffolding, or trenching, or safety measures in, on or near such Franchise Area or job site. The Franchisee shall provide safe access for the City and its inspectors to

adequately inspect the work and its conformance with applicable statutes, ordinances, rules, regulations, and the Franchise.

SECTION 13 INSTALLATION, REPAIR, REMOVAL OR RELOCATION

13.1 The Franchisee shall, at no expense to the City, expeditiously repair all existing Facilities that it owns within the Franchise Area, including any damage caused directly or indirectly by its Facilities, all appurtenant Facilities and service lines connecting its system to users, if the City requires such repair for any reasonable purpose.

13.2 The Franchisee shall, at no expense to the City, adjust, remove or relocate existing Facilities within the Franchise Area, including all appurtenant Facilities and service lines connecting its system to users, if the City determines such adjustment, removal or relocation is reasonably necessary to allow for an improvement or alteration planned by the City. The City shall give the Franchisee written notice of such requirement as soon as practicable. The written notice shall include all available information, such as plans and specifications, as is reasonably necessary for the Franchisee to plan for such adjustment, removal or relocation.

13.3 Franchisee's Facilities shall be constructed, installed, maintained and repaired within the Franchise Area so as to provide safety of persons and property, and not interfere with the free passage of traffic, all in accordance with the laws of the State of Washington, and the ordinances, resolutions, rules and regulations of the City.

13.4 For projects that are a part of the City's capital improvement program, in addition to any other notice given to the Franchisee, the City shall provide a vertical and horizontal profile of the roadway and drainage facilities within it, both existing and as proposed by the City, and the proposed construction schedule. The initial design information shall be given at least thirty (30) days before construction is scheduled to begin, except in cases of urgent construction or emergencies. The Franchisee shall respond to this notice, and to any later notices of revised designs, within twenty (20) days of the date of the notice, by providing to the City the Franchisee's best available information as to the location of all the Franchisee's Facilities, including all appurtenant Facilities and service lines connecting its system to users and all Facilities that it has abandoned, within the area proposed for the project.

13.5 The City shall offer the Franchisee the opportunity to participate in the preparation of bid documents for the selection of a contractor to perform the public works project as well as all required adjustments, removals or relocations of the Franchisee's Facilities. The City shall have sole authority to choose the contractor to perform such work. Such bid documents shall provide for an appropriate cost allocation between the parties. In addition to the Franchisee's allocation of contractor costs, the Franchisee shall reimburse the City for all costs, to include but not be limited to legal, engineering, inspections, administration and/or soils testing, related to the Franchisee's work and reasonably incurred by the City in the administration of such joint construction contracts. Such costs shall include the direct salary cost of the time of City professional

and technical personnel, including the City's consultants, spent productively engaged in such work, plus overhead costs at the standard rate charged by the City on other similar projects.

13.6 It is understood that emergency situations may arise that could threaten public health and/or continued operation of the Franchisee's utility system and the Franchisee may be unable to notify the City in the manner prescribed in Section 14 of this Franchise. In such a situation the Franchisee shall immediately correct the hazardous situation and continue to use best efforts to contact the City staff. The Emergency Phone Number for the City of Pacific is 253-929-1110, and the City of Auburn is 253-931-3048. Dialing 911 is advised for emergency situations.

SECTION 14 REQUIREMENT OF CONSTRUCTION PERMITS

14.1 The Franchisee has the right, privilege and authority to enter the City road rights-of-way for the purpose of constructing, installing, operating, maintaining, replacing or repairing its Facilities on the condition that it obtains construction, excavation, and right-of-way use permits issued by the City. Any work performed, whether by Franchisee, its contractors, or third parties, shall include necessary paving, patching, grading and any other reasonably necessary repair or restoration to the City rights-of-way. All work shall be done to the City's satisfaction.

14.2 All equipment, lines and appurtenances which are used in the construction, installation, operation, maintenance or repair of the Franchisee's Facilities and which are located within the City road rights-of-way and owned by the Franchisee shall be considered to be part of the Franchisee's system and shall be the responsibility of the Franchisee. All permits for the construction, installation, operation, maintenance or repair of the Franchisee's system shall be applied for and given in the name of the Franchisee, who will be responsible for all work done under the permit. The Franchisee remains responsible whether the work is performed by the Franchisee, its contractors, or by third parties.

14.3 When required by the Director, the Franchisee shall post a bond to the City in the amount sufficient for any road repair or restoration. The amount of the bond shall be set by the City and must be filed with the City before a permit will be issued.

SECTION 15 PERFORMANCE OF WORK

15.1 Any work performed by the Franchisee in the Franchise Area shall conform to all City ordinances and requirements including, but not limited to, Chapter 13.12 PMC and the City's Road Standards in force when the work is performed. All traffic control shall conform to the current edition of the Uniform Traffic Control Devices in force when the work is performed.

15.2 If work performed under this Franchise makes it necessary to turn off or diminish water pressure to any fire hydrant, the Franchisee shall notify the City's Fire Department by telephone and by written notice, that water pressure or fire flow conditions have been affected. Except in the case of an emergency, the notice shall be

provided at least 48 hours prior to the water pressure being turned off or diminished. If more than one fire hydrant will be affected, the Franchisee shall provide a map of the affected area to the Fire Department. Out-of-service fire hydrants must be marked to indicate that it is not operational.

SECTION 16 RESTORATION OF CITY RIGHTS-OF-WAY

After performing work on, under or adjacent to City road rights-of-way, the Franchisee is responsible for and shall leave all City road rights-of-way in a condition reasonably comparable to the condition of the City roads rights-of-way existing immediately prior to such disturbance. If the Franchisee, its contractors, or third parties working under permit should fail to diligently restore City road rights-of-way to the satisfaction of the City, the City may make such repairs or restorations as are necessary to return the City road rights-of-way to a condition reasonably comparable to the condition of the City roads rights-of-way existing immediately prior to such disturbance. Upon presentation of an itemized bill for repairs or restorations, including all applicable costs, both direct and indirect, to include but not be limited to the cost of labor, tools, materials and equipment, the Franchisee shall pay the bill within sixty-five (65) days.

SECTION 17 GUARANTEE

The Franchisee shall guarantee work and materials furnished and completed by the Franchisee under this Franchise for a period of two (2) years from the date the City approves the work and/or restoration.

SECTION 18 INFORMATION ON LOCATION OF FACILITIES

Prior to the effective date of this Agreement, the Franchisee shall provide the City with all information requested by the City regarding the location of the Franchisee's current Facilities, including but not limited to copies of all record drawings for such Facilities. If the Franchisee performs any work to install, repair, reconstruct, or replace Facilities in the Franchise Area after this Agreement's effective date, the Franchisee shall provide the City with all information requested by the City regarding the location of those Facilities, including but not limited to copies of record drawings.

SECTION 19 COORDINATION OF WORK IN FRANCHISE AREA

To facilitate the coordination of work in City rights-of-way, if either the Franchisee or the City plans to make excavations in the Franchise Area, the party planning such excavation shall provide written notice to the other of the planned excavation, affording the other party the opportunity to share in the excavation; provided, that (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made, (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties, and (3) either party may deny such request for safety reasons.

SECTION 20 REIMBURSEMENT OF COSTS

The Franchisee shall reimburse and pay to the City the amount of actual administrative expenses incurred by the City which are directly or indirectly related to the receipt, review and approval of this Franchise. In the event of non-payment thereafter, the Franchisee shall pay the City's reasonable attorneys' fees and other costs incurred in collecting such amount. Payment must be made within sixty-five (65) days of the Franchisee's receipt of the City's bill/invoice. If payment is not paid in full within the sixty-five (65) days, this Franchise shall become null and void.

SECTION 21 BLASTING REQUIREMENTS

The Franchisee's right to construct, install, operate, maintain and repair Facilities does not preclude the City, its agents or contractors from blasting, grading, or doing other road work contiguous to the Franchisee's Facilities. When practical, the City shall give the Franchisee forty-eight (48) hours notice of blasting or excavating.

SECTION 22 SURVEY MARKERS AND MONUMENTS

Before any work is performed under this Franchise, the Franchisee shall establish two or more reference marks to all monuments and markers of every nature relating to subdivisions, plats, rights-of-way, and all other surveys. The reference points shall be located so that they will not be disturbed during any of Franchisee's operations under this Franchise. The method of referencing monuments or other markers or points shall be approved by the City before placement. The replacement of all markers or monuments disturbed during any construction of the Franchisee shall be made as promptly as conditions permit. The cost of monuments or markers lost, destroyed, or disturbed and the expense or replacement with approved markers or monuments shall be borne by the Franchisee.

SECTION 23 RESERVATION OF RIGHTS

The City reserves the right, upon thirty (30) days written notice to the Franchisee, to amend or modify the provisions or conditions of this Franchise to conform to any state, county, federal, or city statute, ordinance, rule or regulation. The City may terminate this Franchise upon thirty (30) days written notice to the Franchisee if the Franchisee fails or refuses to comply with such amendment or modification.

SECTION 24 ASSIGNMENT

The Franchisee shall not have the right to assign this Franchise without the written consent of the City. No assignment shall be effective unless an acceptance by the assignee of all rights, conditions, terms, provisions and responsibilities contained within the Franchise, as well as surety bonds which the City deems necessary to be posted, are received. The City's approval of the assignment may be made subject to the assignee's acceptance of new or modified terms of the Franchise.

SECTION 25 PENALTY FOR VIOLATION OF CONDITIONS

If the Franchisee fails to comply with any material term, condition or responsibility under this Franchise, the City may provide the Franchisee with written notice of the City's intent to revoke the Franchise if the Franchisee's failure is not cured within thirty (30) days of the date of the notice. During the thirty (30) days following the date of the notice, the Franchisee shall have the opportunity to remedy the failure to comply. A public hearing shall be scheduled before the Pacific City Council at least thirty (30) days following the notification on the issue of the revocation. If at the hearing, the City Council finds that grounds exist to revoke the Franchise under this paragraph and that the revocation is in the public interest, the City Council may by Agreement revoke the Franchise. The revocation shall be effective ninety (90) days after the public hearing.

SECTION 26 EXPIRATION AND RENEWAL

26.1 If the Franchisee requests a renewal of this Franchise prior to its expiration date, the City may, at the City's sole discretion, extend the term of this Franchise for up to one year beyond the expiration date to allow for processing of the renewal. If the City elects to extend the term of this Franchise, written notice of the extension shall be provided to the Franchisee prior to the Franchise expiration date.

26.2 If the Franchisee has not requested a renewal of this Franchise prior to its expiration date, the City has the right, upon thirty (30) day's prior notice to the Franchisee, to remove or relocate any of the Franchisee's Facilities as is reasonably necessary for the public's health, welfare or safety, or for the construction, alteration, or improvement of the Franchise Area, or for the construction or installation of lines or facilities of other franchise holders. The Franchisee shall be liable for costs incurred in any removal or relocation of the Franchisee's Facilities under this section.

26.3 Upon the expiration of this Franchise, the Franchisee shall continue to be responsible for the operation and maintenance of the Franchisee's existing facilities in the Franchise Area, but shall not have the right to provide additional services. This Section and Sections 11, 13, 14, 15, 16, 19, and 22 of this Franchise shall continue in force until such time as the Franchisee's Facilities are removed from the Franchise Area or abandoned in place with approval of the City.

SECTION 27 COMPLIANCE WITH LAWS

The Franchisee shall conform to all applicable federal, state and local laws and regulations including, but not limited to, the State Environmental Policy Act and the City's Environmental Standards and Ordinances.

SECTION 28 NON-DISCRIMINATION CLAUSES

In all hiring or employment made possible or resulting from this Franchise, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, national origin, marital status or the presence of any

sensory, mental, or physical handicap, unless based upon a bona fide occupation qualification. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this agreement on the grounds of sex, sexual orientation, race, color, national origin, age, except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

SECTION 29 NOTICES

Any notice or information required or permitted under this Franchise may be sent to the following addresses unless otherwise specified:

City of Pacific:

City Community Development Director
100 - 3rd Avenue S.E.
Pacific, Washington 98047
253-929-1110

City of Auburn:

City Engineer
25 West Main Street
Auburn, WA 98001-4998
253-931-3010

SECTION 30 ATTORNEYS' FEES

If either party commences litigation against the other party relating to the performance or alleged breach of this Franchise, the prevailing party shall be entitled to all costs, including reasonable attorneys' fees incurred, relating to such litigation, including those incurred in any appeal.

SECTION 31 SEVERANCE

If any term, provision, condition or portion of this Franchise is held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise which shall continue in full force and effect, unless the dominant purpose of the Franchise would be prevented or the public interest would no longer be served, as determined by the City.

SECTION 32 EFFECTIVE DATE

This Agreement having been introduced at least five days prior to its date of passage and submitted to the city attorney, and being approved by at least a majority of the entire city council at a regular city council meeting, shall take effect and be in force five days after its passage, approval and publication as required by law.

SECTION 33 EXISTING UTILITIES

This Franchise shall govern Franchisee's new and existing Facilities within the City of Pacific.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date last written below.

CITY OF AUBURN
King County, Washington



PETER B. LEWIS, MAYOR

Date **OCT 20 2003**_____


CITY OF PACIFIC
King County, Washington



HOWARD ERICKSON, MAYOR

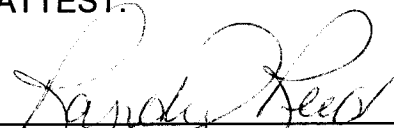
Date October 31, 2003_____

ATTEST:



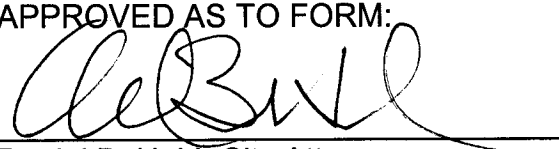
Danielle E. Daskam, CMC, City Clerk

ATTEST:



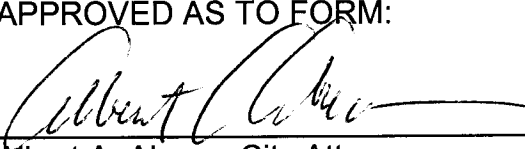
Randy Reed, CMC, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

APPROVED AS TO FORM:



Albert A. Abuan, City Attorney

ATTACHMENT 1

ANNEXATION LEGAL DESCRIPTION AREA IN VICINITY OF "A" STREET SOUTHEAST (EAST VALLEY HIGHWAY) AND LAKELAND HILLS WAY SOUTHEAST

THAT PORTION OF GOVERNMENT LOTS 3 AND 4 IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 21 NORTH, RANGE 5 EAST, W. M., AND THE EAST HALF OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3 IN SECTION 31, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., SAID CORNER ALSO BEING AN ANGLE POINT IN THE WEST BOUNDARY OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN CITY OF PACIFIC ANNEXATION ORDINANCE NUMBER 319;

THENCE EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3, AND THE BOUNDARY COMMON TO SAID LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 319 A DISTANCE OF 1280 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3;

THENCE SOUTH ALONG THE EAST LINE OF SAID GOVERNMENT LOTS 3 AND 4, AND THE BOUNDARY COMMON TO SAID LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 319 TO THE SOUTHEAST CORNER OF SAID CITY OF PACIFIC ORDINANCE 319 AND TO A LINE PARALLEL WITH AND 825 FEET NORTHERLY OF THE SOUTH LINE OF SAID GOVERNMENT LOT 4;

THENCE WEST ALONG THE BOUNDARY COMMON TO SAID LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 319, AND ALONG SAID PARALLEL LINE A DISTANCE OF 1300 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SECTION 31;

THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 31 AND THE BOUNDARY COMMON TO THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 226 TO THE SOUTHWEST CORNER OF SAID SECTION 31;

THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 4 EAST AND ALONG THE SOUTH LINE OF THE LANDS ANNEXED TO THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 226 A DISTANCE OF 70 FEET, MORE OR LESS, TO THE EAST LINE OF THE BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD RIGHT-OF-WAY (100 FEET IN WIDTH);

THENCE NORTH ALONG SAID EAST LINE OF THE BNSF RAILROAD RIGHT-OF-WAY TO A LINE PARALLEL WITH AND 100 FEET NORTHERLY OF SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36;

THENCE WEST ALONG LAST SAID PARALLEL LINE 100 FEET TO THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD RIGHT-OF-WAY;

THENCE NORTH ALONG SAID WEST LINE OF THE BNSF RAILROAD RIGHT-OF-WAY A DISTANCE OF 3280 FEET, MORE OR LESS, TO A LINE PARALLEL WITH AND 1884 FEET SOUTHERLY (WHEN MEASURED ALONG THE WEST LINE OF SAID RAILROAD RIGHT-OF-WAY) FROM THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36;

THENCE EASTERLY ALONG LAST SAID PARALLEL LINE A DISTANCE OF 175 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF EAST VALLEY HIGHWAY ("A" STREET SE);

THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 150 FEET, MORE OR LESS, TO THE NORTH BANK OF THE WHITE RIVER (STUCK RIVER);

THENCE NORTHEASTERLY ALONG SAID NORTH BANK OF THE WHITE RIVER A DISTANCE OF 200 FEET, MORE OR LESS, TO THE LINE COMMON TO THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 226, AND THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.;

THENCE SOUTH ALONG SAID LINE COMMON TO THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 226, AND THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31 A DISTANCE OF 700 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN KING COUNTY, WASHINGTON.

ATTACHMENT 2

PORTION OF "A" STREET SOUTHEAST WITHIN THE CITY OF PACIFIC (IN THE NE QUARTER OF SECTION 36, TWP 21N, R 4E, W.M.)

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 1171, SAID CORNER BEING ON THE EAST MARGINAL LINE OF THE EAST VALLEY HIGHWAY (ALSO KNOWN AS STATE HIGHWAY NO. 5 AND AS "A" STREET SOUTHEAST);
THENCE SOUTHWESTERLY 600 FEET, MORE OR LESS, ALONG SAID EAST MARGINAL LINE TO A LINE PARALLEL WITH AND 1884 FEET SOUTHERLY (WHEN MEASURED ALONG THE WEST LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY) FROM THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36;
THENCE WESTERLY ALONG SAID PARALLEL LINE TO THE WESTERLY RIGHT-OF WAY LINE OF SAID EAST VALLEY HIGHWAY ("A" STREET SE);
THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 600 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID LANDS ANNEXED UNDER CITY OF AUBURN ORDINANCE NUMBER 1171;
THENCE EASTERLY ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

SITUATE IN KING COUNTY, WASHINGTON.

Exhibit E

INTERLOCAL AGREEMENT regarding the PROPOSED VISTA HEIGHTS DEVELOPMENT AT LAKELAND City of Pacific and City of Auburn

This Agreement is entered into between the City of Pacific, a municipal corporation under the laws of Washington State, hereinafter referred to as "Pacific", and the City of Auburn, a municipal corporation formed under the laws of Washington State, hereinafter referred to as "Auburn".

WHEREAS, Pacific and Auburn have agreed that Auburn will assume SEPA lead agency responsibilities for a proposed residential development known as "Vista Heights at Lakeland," hereinafter referred to as the "Development," that is situated on adjoining parcels, one with tax identification number 312105-9008 (hereinafter referred to as "Site 7"), in Pacific, and one with tax identification number 312105-9006 (hereinafter referred to as "Site 8"), in Auburn; and

WHEREAS, Pacific and Auburn have agreed that Site 7 will be annexed into Auburn; and

WHEREAS, Pacific and Auburn previously executed an Interlocal Agreement dated July 24, 2000 regarding Emergency Fire Flow Protection for Site 7 from Auburn and domestic water service for Site 7 from Pacific; and

WHEREAS, upon completion of the Annexation, Site 7 will be served with water for domestic use and emergency fire flow protection by Auburn;

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. The *Interlocal Agreement regarding Emergency Fire Flow Protection for the Proposed Vista Heights Development At Lakeland, City of Pacific and City of Auburn* is superceded by this agreement.
2. Pacific shall be responsible for collecting Auburn's traffic mitigation fee of \$677.71 per single family residential lot if building permits are issued by Pacific prior to the completion of the annexation and the funds will be transmitted to Auburn.
3. Auburn shall be responsible for collecting Pacific's parks mitigation fee of \$600.00 per single-family residential lot as authorized by applicable Pacific SEPA finding, Ordinance or Resolution if building permits are issued by Auburn subsequent to the completion of the annexation and the funds will be transmitted to Pacific.

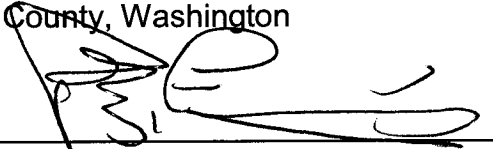
4. Pacific shall be responsible for assisting Auburn in obtaining clear title to the storm water facilities and the underlying property that store and treat public storm water.

5. Each participant to this Agreement shall indemnify and hold the other harmless from and against any liability, loss, cost, damage, or expense of any kind and nature arising out of injury to person or damage to property in any manner, caused by the negligent act or omission of the indemnifying individual participant to this Agreement in the performance of its work or execution of its obligations under the terms of this Agreement. Each participant to this Agreement shall indemnify and hold the other harmless from all damages, which may occur as a result of any failure to comply with the provisions of Chapter 82.02 RCW or other applicable law.

6. Should a dispute arise between the parties that cannot be resolved satisfactorily, a mediator mutually acceptable to the parties shall resolve the dispute through the use of mediation at equal cost to each party. Should the Parties not be able to satisfactorily resolve the dispute through mediation, the forum for resolution shall be the King County Superior Court. The prevailing party shall be entitled to attorney fees and costs.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date last written below.

CITY OF AUBURN
King County, Washington



PETER B. LEWIS, MAYOR

Date OCT 20 2003


CITY OF PACIFIC
King County, Washington



HOWARD ERICKSON, MAYOR

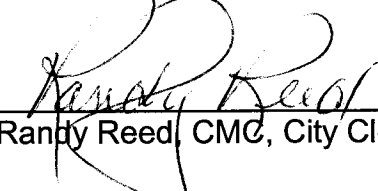
Date October 31, 2003

ATTEST:



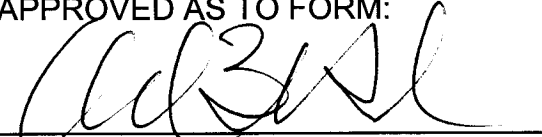
Danielle E. Daskam, CMC, City Clerk

ATTEST:



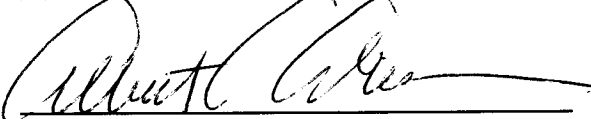
Randy Reed, CMC, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

APPROVED AS TO FORM:



Albert A. Abuan, City Attorney

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001



20040211001982

PACIFIC NW TIT BS 24.00
PAGE 001 OF 006
02/11/2004 15:13
KING COUNTY, WA

Exhibit F

Above this line reserved for recording information.

BILL OF SALE

Reference # (if applicable):	N/A
Grantor/Borrower:	City of Pacific
Grantee/Assignee/Beneficiary:	City of Auburn
Legal Description/STR:	SW ¼, 31-21-05E, & E ½, 36-21-04E
Assessor's Tax Parcel ID#:	312105-9007, 9008, 9016, 9025, 9026, 9027, 9036, 9041, 9044, 9064, 9065, 9066, 9068. 362104-9018, 9020, 9044, 9045, 9057, 9059, & 9068. 362104-9018 & 9045. 335440-0680.

6/24 PNWT
W7634-12

*Not a valid title. It has not been
submitted as to proper execution of
the 10-00-0000-0000-0000.*

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the relocation of the water system Emergency Intertie Facility, and for the consideration of incorporating the facility into the City system, and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned Grantor, City of Pacific, a Municipal Corporation in King County, Washington does by these presents hereby convey, setover, assign, transfer and warrant to the City of Auburn, a Municipal Corporation in King County, Washington,

STREETS

Lakeland Hills Way
Lakeland Hills Way
East Valley Highway
Oravetz Rd.
Oravetz Place SE
S 376th ST.

775 LF of 72 foot wide ROW,
725 LF of 60 foot wide ROW,
2,650 LF of 70 foot wide ROW,
744 LF of 60foot wide ROW,
1,030 LF of 10 wide ROW,
120 LF of 30 foot wide ROW.

STREETLIGHTS

Lakeland Hills Way	7 each 400-watt luminaire, & 4 each 250-watt luminaire
East Valley Highway	6 each 400-watt luminaire
Oravetz Rd.	4 each 250-watt luminaire, & 1 each 150-watt luminaire

WATER MAIN

Lakeland Hills Way	1,650 LF of 12-inch pipe
East Valley Highway	2,000 LF of 12-inch pipe
Oravetz Rd.	900 LF of 12-inch pipe
Oravetz Place SE	1,250 LF of 12-inch pipe

PRESSURE REDUCING STATION

Lakeland Hills Way	One Water Pressure Reducing Station
--------------------	-------------------------------------

STORM SEWER

Lakeland Hills Way	920 LF of 24-inch, 740 LF of 18-inch & 380 LF of 12-inch storm pipe
East Valley Highway	141 LF of 24-inch, 1,405 LF of 12-inch, & 37 LF of 8-inch storm pipe
Oravetz Rd.	900 LF of 24-inch, and 156 LF of 12-inch storm pipe

STORM DETENTION PONDS

Lakeland Hills Way	Detention Pond #1, Detention Pond #2 and 130 LF of 24-inch storm pipe
--------------------	--

BRIDGE

East Valley Highway	White "Stuck" River Bridge.
---------------------	-----------------------------

and all appurtenances or any other associated public facility as shown on the public facility extension plans constructed by Public or Private entities associated with the Pacific Annexation. Situated within the following described real property.

See ATTACHMENTS '1' and '2' ATTACHED HERETO AND BY
THIS REFERENCE MADE A PART HEREOF

and the said Grantor hereby warrants that it is the sole owner of all the property above conveyed; that it has full power to convey the same and that it will defend the title of the said Grantee against any and all persons lawfully making claim thereto, and indemnify the City of Auburn for any costs, including Attorney fees in defending title.

IN WITNESS WHEREOF the Grantor has executed these presents this 31st day of October, 2003.

Howard Erickson October 31, 2003
Mayor Date

ATTEST:

Randy Reed
City Clerk

APPROVAL AS TO FORM

Albert A. Abuan
City Attorney

STATE OF WASHINGTON)
County of King)ss.

On this 31 day of October, 2003 before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Howard Erickson Randy Reed and Albert A. Abuan, to me known to be the Mayor and City Clerk of the City of Pacific, the municipal corporation of the State of Washington, in the forgoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument on behalf of said municipal corporation.

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



Catherine A Roppo
CATHERINE A ROPPO
Notary Public in and for the State of Washington
residing at Graham
My appointment expires 10.9.2007

ATTACHMENT 1

PROPOSED ANNEXATION LEGAL DESCRIPTION AREA IN VICINITY OF "A" STREET SOUTHEAST (EAST VALLEY ROAD) AND LAKELAND HILLS WAY SOUTHEAST

THAT PORTION OF GOVERNMENT LOTS 3 AND 4 IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 21 NORTH, RANGE 5 EAST, W. M., AND THE EAST HALF OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3 IN SECTION 31, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., SAID CORNER ALSO BEING AN ANGLE POINT IN THE WEST BOUNDARY OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN CITY OF PACIFIC ANNEXATION ORDINANCE NUMBER 319;

THENCE EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3, AND THE BOUNDARY COMMON TO SAID LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 319 A DISTANCE OF 1280 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3;

THENCE SOUTH ALONG THE EAST LINE OF SAID GOVERNMENT LOTS 3 AND 4, AND THE BOUNDARY COMMON TO SAID LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 319 TO THE SOUTHEAST CORNER OF SAID CITY OF PACIFIC ORDINANCE 319 AND TO A LINE PARALLEL WITH AND 825 FEET NORTHERLY OF THE SOUTH LINE OF SAID GOVERNMENT LOT 4;

THENCE WEST ALONG THE BOUNDARY COMMON TO SAID LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 319, AND ALONG SAID PARALLEL LINE A DISTANCE OF 1300 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SECTION 31;

THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 31 AND THE BOUNDARY COMMON TO THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 226 TO THE SOUTHWEST CORNER OF SAID SECTION 31;

THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 4 EAST AND ALONG THE SOUTH LINE OF THE LANDS ANNEXED TO THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 226 A DISTANCE OF 70 FEET, MORE OR LESS, TO THE EAST LINE OF THE BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD RIGHT-OF-WAY (100 FEET IN WIDTH);

THENCE NORTH ALONG SAID EAST LINE OF THE BNSF RAILROAD RIGHT-OF-WAY TO A LINE PARALLEL WITH AND 100 FEET NORTHERLY OF SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36;

THENCE WEST ALONG LAST SAID PARALLEL LINE 100 FEET TO THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD RIGHT-OF-WAY;

THENCE NORTH ALONG SAID WEST LINE OF THE BNSF RAILROAD RIGHT-OF-WAY A DISTANCE OF 3280 FEET, MORE OR LESS, TO A LINE PARALLEL WITH AND 1884 FEET SOUTHERLY (WHEN MEASURED ALONG THE WEST LINE OF SAID RAILROAD RIGHT-OF-WAY) FROM THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36;

THENCE EASTERLY ALONG LAST SAID PARALLEL LINE A DISTANCE OF 175 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF EAST VALLEY HIGHWAY ("A" STREET SE);

THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 150 FEET, MORE OR LESS, TO THE NORTH BANK OF THE WHITE RIVER (STUCK RIVER);

THENCE NORTHEASTERLY ALONG SAID NORTH BANK OF THE WHITE RIVER A DISTANCE OF 200 FEET, MORE OR LESS, TO THE LINE COMMON TO THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 226, AND THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.;

THENCE SOUTH ALONG SAID LINE COMMON TO THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2271 AND THE CITY OF PACIFIC BY CITY OF PACIFIC ORDINANCE NUMBER 226, AND THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31 A DISTANCE OF 700 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN KING COUNTY, WASHINGTON.

ATTACHMENT 2

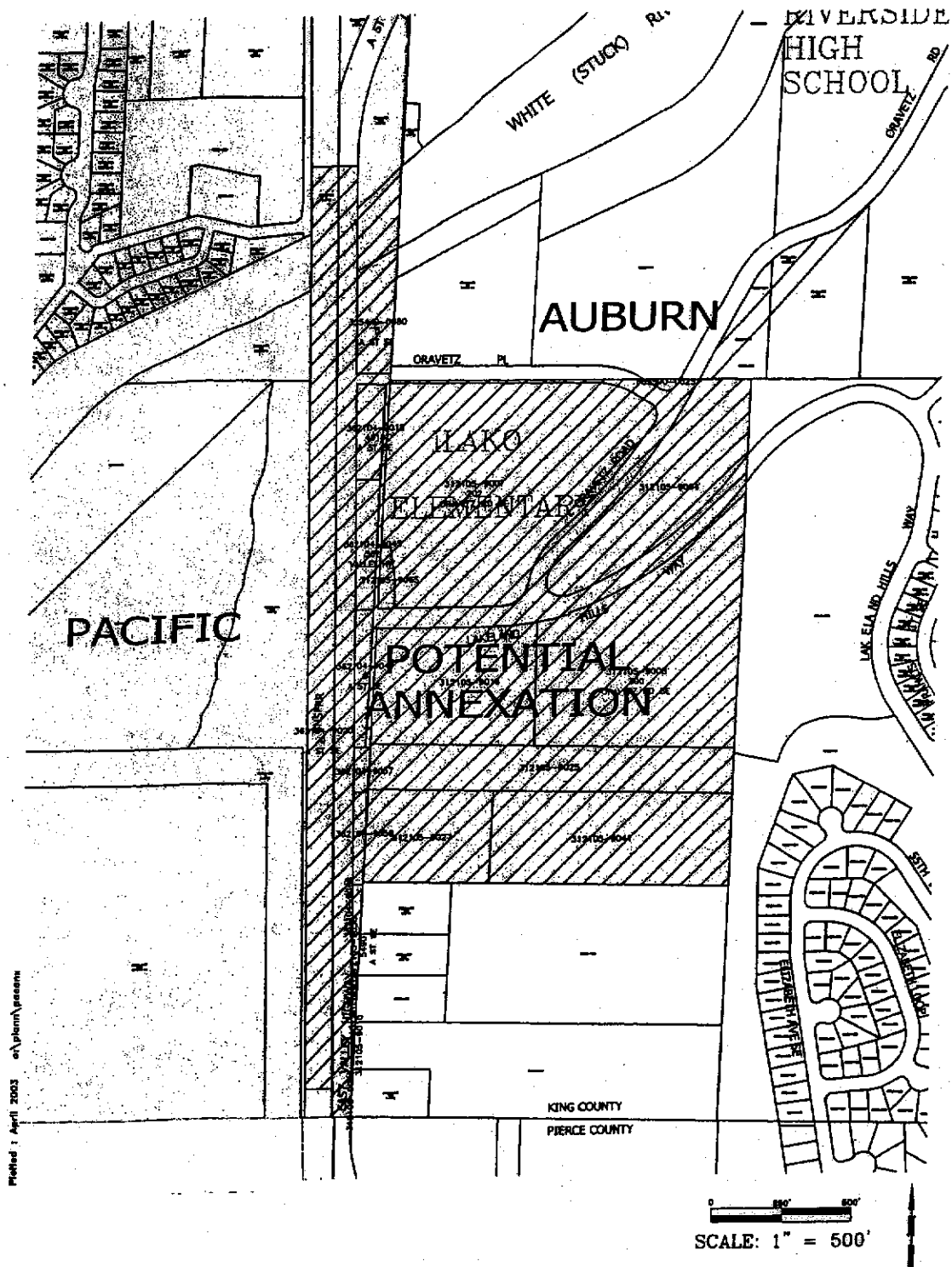


EXHIBIT G

AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND THE CITY OF PACIFIC FOR MAINTENANCE AND OPERATION SERVICES ON 'A' STREET SE

Pursuant to the Interlocal Cooperation Act codified as RCW 39.34, this Agreement is made and entered into this day by and between the **CITY OF AUBURN**, hereafter called "**AUBURN**", and the **CITY OF PACIFIC**, hereafter called "**PACIFIC**", to provide Right of Way maintenance and operation services on A Street SE as legally described on Attachment 1 and shown on Attachment 2.

WHEREAS, PACIFIC will not have the organization and personnel to provide Right of Way maintenance and operation services at the stated location; and

WHEREAS, PACIFIC desires to provide quality maintenance and operation activities for it's Right of Way; and

WHEREAS, AUBURN is able to provide such maintenance and operation services for PACIFIC, and

WHEREAS, it is for the public benefit that AUBURN and PACIFIC cooperate to provide safe and effective maintenance and operation activities; and

NOW THEREFORE, AUBURN and PACIFIC hereby agree:

1. BASIC SERVICES:

AUBURN will provide maintenance and operation activities at the area legal activities described in Attachment 1 and shown on Attachment 2:

- A. Locate underground facilities for utilities or other digging operations except the Pacific waterlines.
- B. Maintain public storm drainage facilities.
- C. Maintain the existing street light system.
- D. Maintain subgrade, pavement and pavement markings.
- E. Maintain signing per the "Manual of Uniform Traffic Control Devices".

2. AUBURN AND PACIFIC COORDINATION:

AUBURN will identify a contact person to handle day-to-day operational problems related to the Basic Services. PACIFIC will identify a contact person for the same purposes. Emergency work to protect the public safety will be handled, as the AUBURN contact person deems necessary.

3. PERSONNEL AND EQUIPMENT:

- A. AUBURN is acting herein as an independent contractor so that:
 - 1. Control of personnel standards of performance, discipline and all other aspects of performance shall be governed entirely by AUBURN
 - 2. Except as described in Sections 3.C. below, all persons rendering services hereunder shall be for all purposes employees of AUBURN
- B. AUBURN shall furnish all personnel, resources, and materials deemed by AUBURN as necessary to provide maintenance services as outlined in Section 1 above.
- C. In the event AUBURN uses contract services to perform one or more of the Basic Services for PACIFIC, the appropriate supervision and inspection of the contractor's work will be performed by AUBURN.

4. PACIFIC'S RESPONSIBILITIES

In support of AUBURN providing services for PACIFIC in Sections 1 and 2, PACIFIC shall:

- A. Authorize AUBURN to perform maintenance services outlined in Section 1 within the City Limits of PACIFIC for the purposes of carrying out this Agreement.
- B. PACIFIC will adopt by reference all AUBURN codes necessary to provide authority for AUBURN to perform service of this Agreement.

5. INDEMNIFICATION:

- A. In executing this Agreement, AUBURN does not assume liability or responsibility for or in any way release PACIFIC's responsibility or liability which arises in part from the existence, validity or effect of PACIFIC's ordinances, rule, or regulations. In any such cause, claim, suit, action and administration proceeding commences, PACIFIC shall defend the same at its sole expense and if judgment is entered or damages are awarded against PACIFIC, AUBURN, or both, PACIFIC shall satisfy the same, including chargeable costs and attorney's fees.
- B. PACIFIC shall indemnify and hold harmless AUBURN and its officers, agents, and employees, from and against any and all claims, actions, suits liability, loss costs and expense, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of AUBURN, its officers, agents, and employees in performing services pursuant to this Agreement.

6. NON-DISCRIMINATION:

AUBURN and PACIFIC certify that both agencies are equal opportunity employers.

7. AUDITS AND INSPECTIONS:

All records and documents with respect to this Agreement shall be subjected to inspection, review or audit by AUBURN or PACIFIC for the duration of this Agreement.

8. AMENDMENTS:

The Agreement may be amended in writing at any time by mutual agreement of both parties.

9. ENTIRE AGREEMENT:

The two parties agree that this Agreement is a complete expression of the terms hereto and any oral representations or understandings are not incorporated herein.

10. AGREEMENT ADMINISTRATION:

The parties shall appoint representatives to review Agreement performances and resolve problems, which cannot be dealt with by PACIFIC and AUBURN's contact persons.

11. INVALID PROVISIONS:

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purpose and objective of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date last written below.

CITY OF AUBURN
King County, Washington



PETER B. LEWIS, MAYOR

Date OCT 20 2003

CITY OF PACIFIC
King County, Washington



HOWARD ERICKSON, MAYOR

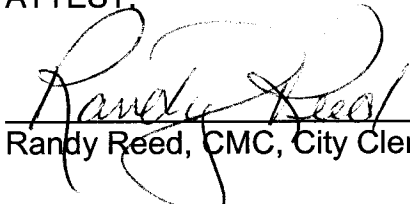
Date October 31, 2003

ATTEST:



Danielle E. Daskam, CMC, City Clerk

ATTEST:



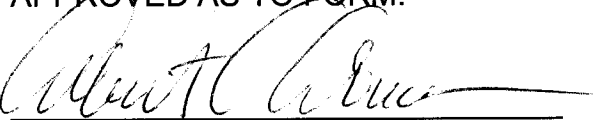
Randy Reed, CMC, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

APPROVED AS TO FORM:



Albert A. Abuan, City Attorney

ATTACHMENT 1

PORTION OF "A" STREET SOUTHEAST WITHIN THE CITY OF PACIFIC (IN THE NE QUARTER OF SECTION 36, TWP 21N, R 4E, W.M.)

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 1171, SAID CORNER BEING ON THE EAST MARGINAL LINE OF THE EAST VALLEY HIGHWAY (ALSO KNOWN AS STATE HIGHWAY NO. 5 AND AS "A" STREET SOUTHEAST);
THENCE SOUTHWESTERLY 600 FEET, MORE OR LESS, ALONG SAID EAST MARGINAL LINE TO A LINE PARALLEL WITH AND 1884 FEET SOUTHERLY (WHEN MEASURED ALONG THE WEST LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY) FROM THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36;
THENCE WESTERLY ALONG SAID PARALLEL LINE TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID EAST VALLEY HIGHWAY ("A" STREET SE);
THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 600 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID LANDS ANNEXED UNDER CITY OF AUBURN ORDINANCE NUMBER 1171;
THENCE EASTERLY ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

SITUATE IN KING COUNTY, WASHINGTON.

RESOLUTION NO. 3 6 4 9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY AND VOICESTREAM PCS III CORPORATION, FOR THE PURPOSE OF LEASING SPACE ON THE LAKELAND HILLS WATER TOWER FOR COMMUNICATION EQUIPMENT

WHEREAS, the City of Auburn has facilities from which cellular and telecommunication equipment could be attached; and

WHEREAS, Voicestream PCS III Corporation has sought use of such facilities and has negotiated an agreement for use thereof with terms acceptable to the City.

THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HEREBY RESOLVES as follows:

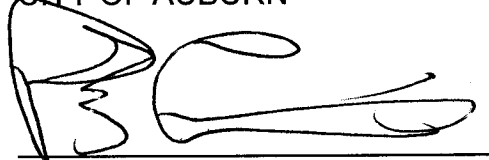
Section 1. The Mayor and City Clerk of the City of Auburn are herewith authorized to execute a Lease Agreement between the City and VoiceStream PCS III Corporation, for the purpose of leasing space on the Lakeland Hills water tower for communication equipment, in substantial conformity with the agreement attached hereto, marked as Exhibit "I" and incorporated herein by this reference.

Section 2. That the Mayor is authorized to implement such other administrative procedures as may be necessary to carry out the directives of this legislation.

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

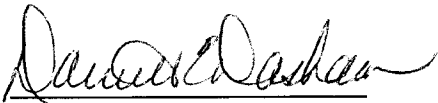
Dated and Signed this 17th day of Nov, 2003.

CITY OF AUBURN



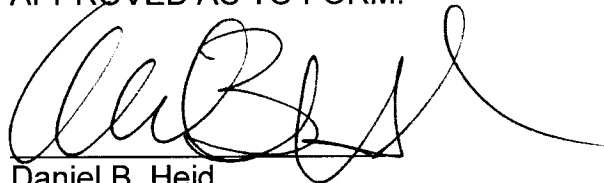
PETER B. LEWIS
MAYOR

ATTEST:



Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

Exhibit "I"

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease") is by and between City of Auburn, ("Landlord") and VoiceStream PCS III Corporation, a Delaware corporation (Tenant").

1. Lease Agreement.

(a) Landlord hereby leases to Tenant a portion of the real property legally described as follows: THE SOUTH 175.00 FEET OF THE EAST 110.00 FEET OF THE WEST 1,393.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., CITY OF AUBURN, RECORDS OF KING COUNTY, WASHINGTON, (collectively referred to hereinafter as the "Property"). The lease includes the right to operate a personal communications service antenna installation on the Landlord's water reservoir, on the terms and conditions set forth herein.

(b) The Tenant agrees to the lease, subject to the following terms and conditions. Landlord hereby leases to Tenant the use of that portion of the Property as generally described and depicted in the attached Exhibit A, (collectively referred to hereinafter as the "Lease Area"). The Lease Area, located at Lakeland Hills Water Reservoir facility, Auburn, Washington, comprises approximately an area not to exceed 2,740 square feet.

(c) The lease shall be nonexclusive and shall not preclude the Landlord from granting a similar lease, right, license, franchise, etc., to other carriers or other persons for telecommunications or any other purpose.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of execution of the Agreement (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Antenna Facilities. Tenant may use the Lease Area for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities necessary for the operation of a telecommunications facility as well as for access and utilities. Tenant may only place its ground based telecommunications equipment within the portion of the Lease Area identified as the "Compound" on Exhibit A. Tenant may install and maintain landscape plantings within the Lease Area. In addition to using the Lease Area, Tenant may utilize the Property to install and use underground conduits that begin at the Lease Area, cross the Property in a generally straight line to the base of the water reservoir (Reservoir) and then extend up the side of the Reservoir to antennas which Tenant will install on the railing of the Reservoir, as shown in Exhibit A (hereinafter referred to as "Antenna Facilities").

4. Rent. Tenant shall pay Landlord, as rent, Twelve Thousand and no/100 dollars (\$12,000.00) per year ("Rent"). Rent shall be payable within twenty (20) days following the Commencement Date and thereafter the Rent will be payable yearly, no later than the anniversary of the Commencement Date to City of Auburn Water Utility Fund, Account Number 430.369.900, at Landlord's address specified in Section 12 below. The Rent shall increase annually over the Rent payable the preceding year by not less than three and one half percent (3.5%). If the average increase in the Consumer Price Index – Urban for the Seattle – Tacoma – Bremerton area (CPI) is greater than three and one half percent (3.5%) over the period of the Term, or any Renewal Term, then the rate at which the Rent is increased annually during the following Renewal Term shall be adjusted to that CPI based average percentage rate. If the average increase in the CPI is less than or equal to three and one half percent (3.5%) over the period of the Term, or any Renewal Term, then the rate at which the Rent is increased annually during the following Renewal Term shall be three and one half percent (3.5%). It shall be the responsibility of the Landlord to track the CPI and notify the Tenant of increases or reductions in the Rent. Landlord shall notify Tenant within 90

days of the commencement of the Renewal Term as to the revised rate at which the Rent shall be increased annually thereafter. Landlord will invoice Tenant for back Rent due or refund over payment as necessary to correct the payment received for the first year of the Renewal Term. If at any time the CPI ceases to incorporate a significant number of items, if a substantial change is made in the method of establishing the CPI, or if issuance of the CPI shall be discontinued, then the Landlord and Tenant shall mutually agree upon another standard recognized cost of living index issued by the United States Government, provided that if the parties cannot reach agreement on such other standard cost of living index, then the Landlord shall select the index closest to the CPI. In either case, the substitute index chosen shall result in increases in the Rent similar to those that had been, or would have been, generated by the CPI. If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be refunded to Tenant within sixty (60) days.

5. Renewal. Tenant may extend this Lease for (5) additional, five-year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, including the Rent increase set forth in Section 4, above. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. Landlord may, during any Renewal Term, notify Tenant, in writing, of Landlord's intention not to renew this Lease for an additional Renewal Term, which notice shall be provided to Tenant at least one hundred and eighty (180) days prior to the expiration of the then in effect Renewal Term. If Tenant shall remain in possession of the Lease Area at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Tenant shall not use the Lease Area in any way which interferes with the use of the Property by Landlord. Tenant's Antenna Facilities and the use thereof shall not interfere with the use of any other communication or similar equipment of any kind and nature owned or operated by Landlord or other lessee, licensees, franchisees etc., on the Property except as might be permitted by applicable laws, provided, however that subsequent to the installation by Tenant of the Antenna Facilities, Landlord agrees to exercise reasonable care to assure equipment of subsequent providers leasing space on the Property does not interfere with Tenants Antenna Facilities operations. The Landlord, however, is not in any way responsible or liable for any interference with Tenants use of Landlords Property, which may be caused by the use and operation of any other tenant's equipment, even if caused by new technology. In the event that any other tenant's activities interfere with Tenant's use of Landlord's property, and Tenant cannot work out this interference with other tenant's, Tenant may, upon 30 days notice to Landlord, terminate this lease and restore the Landlord's Property to its original condition, reasonable wear and tear excepted.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Lease Area, improvements, personal property and facilities necessary to operate its communications system, including, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including coaxial cable, base units and other associated equipment as such location based system may be permitted by any county, state or federal agency/department. Tenant shall have the right, at its expense, to erect and maintain on the Property including on Landlord's water reservoir, improvements, personal property and facilities necessary to operate its communications system, including, radio transmitting and receiving antennas and related cables and conduits and other associated equipment as such location based system may be permitted by any county, state or federal agency/department. Tenant shall have the right to alter, replace, and expand within the confines of the Lease Area as defined in Section 1 and without interference to other providers / tenants, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall not interfere with any aspects of construction, including, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities. The

Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Compound, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Lease Area and Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear excepted. Upon termination or expiration of this Lease, the Lease Area and Antenna Facilities areas shall be returned to Landlord in good, usable condition, normal wear and tear excepted, within ninety (90) days.

(d) Tenant shall have the right to install utilities, power and telephone, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to cooperate with Tenant in its reasonable efforts to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. Landlord shall diligently correct any variation, interruption or failure of utility service within Landlord's control.

(e) Prior to installation of equipment, Tenant shall submit for Landlord review and approval, which approval shall not be unreasonably withheld or delayed, an electrical and grounding connection plan that assures no interference with the water tank cathodic protection system. The plan shall include a 3 " minimum diameter common use conduit enclosure for cables from the ground level to top of tank. This conduit may be utilized by other telecommunication providers until such time as it is filled to capacity, at which time new providers will need to pay for upsizing. Upon Landlord approval of the plans, Tenant may proceed to install and operate the Antenna Facilities.

(f) Tenant shall have the right during the Initial Term and of this Lease and any Renewal Term for ingress and egress to the Property over the south fifteen (15) feet of Lot 6, Lakeland Hills Division Number 3, Extension, according to the plat thereof recorded in Volume 145 of Plats, pages 72 and 73, in King County Washington.

(g) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Lease Area ("Access") at all times during the Initial Term of this Lease and any Renewal Term. In the event Landlord, its employees or agents unreasonably deny Access to Tenant, its employees or agents, Tenant shall, without waiving any other rights that it may have at law or in equity, deduct from Rent amounts due under this Lease an amount equal to fifty and no/100 dollars per day for each day that Access is impeded or denied. Access to Landlord facilities beyond the Lease Area, including but not limited to the water reservoir site and the water reservoir, require 48 hours notice to the Water Division Supervisor of the City of Auburn Water Utility (phone: 253-931-3066). Access to Landlord facilities will only occur with Landlord supervision. Tenant agrees to reimburse Landlord for Landlord expenses attributed to supervising Tenant while accessing Landlord facilities. The hourly rate for Landlord supervision during City standard office hours will be \$31.50 per hour in calendar year 2003. The hourly rate shall increase annually on January 1st over the hourly rate payable the preceding year by not less than three and one half percent (3.5%) or the CPI – Urban for the Seattle / Tacoma area whichever is the greater, unless a different hourly rate amount is negotiated.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Lease Area, or if Tenant is unable to

obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon ninety (90) days' written notice by Tenant if the Lease Area or the Antenna Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(d) immediately upon written notice by Tenant if the Lease Area or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement on a prorated basis of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Lease Area and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Lease Area unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking.

(f) Landlord may terminate this Lease if Landlord needs the Lease Area for expansion of Landlord's responsibility to provide its services, and Landlord has no reasonable or economical alternative site available, provided Landlord provides Tenant written notice 12 months in advance of Landlord's need to re establish the Landlord's sole use of the Lease Area. Upon Tenant's receipt of written notice, Tenant shall have six (6) months to submit to Landlord alternative locations for its Antenna Facilities. Such alternative locations may be on the Property or other properties owned or managed by Landlord. Landlord shall evaluate such alternatives and advise Tenant in writing if one or more of the alternatives is suitable to accommodate Tenant's Antenna Facilities. If so requested by the Landlord, Tenant shall submit additional relevant information to assist the Landlord in making such evaluation. Landlord shall give each alternative proposed by Tenant full and fair consideration, within a reasonable time so as to allow for the relocation work to be performed in a timely manner. In the event Landlord ultimately determines not less than ninety (90) days from the termination date that there is no other reasonable alternative, Tenant shall remove its Antenna Facilities as otherwise provided in this Section 7 (c) of this Lease. If an alternative location for Tenant's Antenna Facilities is found, Landlord and Tenant agree to enter into a new Lease Agreement with the same terms and conditions of this Lease.

(g) If for reasons related to public health, safety or welfare, or for any operational need of the Water Utility, Landlord determines that this Lease must be terminated, then Landlord reserves rights of unilateral termination and will do so by providing Tenant with a six month written notice.

(h) Tenant shall be entitled to a pro rata refund of its prepaid Rent for any termination of this Lease by Landlord pursuant to Subsection 8(f) or 8(g).

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party (i) fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this Lease and fails to diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting party.

10. Taxes. Landlord shall pay when due all real property taxes or other fees and assessments for the Property, including the Lease Area. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the

foregoing, Tenant shall pay any personal property tax, State leasehold tax, excise tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of the Tenant's Antenna Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments, State leasehold tax or excise tax that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment, State leasehold tax or excise tax against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

11. Insurance and Subrogation and Indemnification.

(a) Tenant shall provide Commercial General Liability Insurance naming Landlord (the City of Auburn) as additional insured in an aggregate amount of Two Million and no/100 dollars (\$2,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Tenant shall indemnify, protect, defend and hold Landlord and its employees and agents harmless from and against any and all claims, liabilities, judgments, costs, damages, and expenses, including reasonable attorney's fees, arising out of or in any way related to the Antenna Facilities, including, but not limited to, the installation, maintenance, operation or removal thereof, except to the extent that such claim, liability, judgment, cost, damage or expense arises out of the sole negligent act or omission, or willful misconduct of Landlord or its employees or agents. Landlord shall not be liable to Tenant, its agents, employees and contractors for damage to the Antenna Facilities or any other property belonging to Tenant from any cause, except for any damage caused by the sole negligent act or omission or willful misconduct of Landlord or its employees or agents. Tenant waives all claims against Landlord and its employees and agents for damage to persons or Antenna Facilities or property arising for any reason other than a claim based on the sole negligent act or omission or willful misconduct of Landlord or its employees or agents. Landlord and its employees and agents shall have no liability to Tenant for any interruption of any utility service unless solely caused by the negligent act or omission or willful misconduct of Landlord or its employees or agents.

Should a court of competent jurisdiction determine that this Lease is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Tenant and the Landlord, its officers, officials, employees and volunteers, the Landlord's liability hereunder shall be only to the extent of the Landlord's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Tenant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Lease.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

VoiceStream Wireless Corporation
Attn: PCS Lease Administrator
12920 SE 38th Street
Bellevue, WA 98006

With a copy to:

VoiceStream PCS III Corporation
Attn: Lease Administration Manager
19807 North Creek Parkway
Bothell, WA 98011

With a copy to:

VoiceStream Wireless Corporation
Attn: Legal Department
12920 SE 38th Street
Bellevue, WA 98006

If to Landlord, to:

Public Works Director
City of Auburn
25 West Main St.
Auburn, WA 98001

With a copy to:

City Attorney
City of Auburn
25 West Main St.
Auburn, WA 98001

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Lease Area; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, for all spills or other releases of any Hazardous Substance not caused in whole or in part by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall not be assigned by Tenant without the express written consent of the Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Any attempted assignment in violation of this Section shall be void. The transfer of the rights and obligations of Tenant to a parent, subsidiary, or other affiliate of Tenant, or to any successor-in-interest or entity

acquiring fifty-one percent (51%) or more of Tenant's stock or assets, shall not be deemed an assignment. Tenant shall give to Landlord thirty (30) days' prior written notice of any such transfer.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Lease Area, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Lease Area.

16. Successors and Assigns. This Lease granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns. This Agreement shall not be assigned by Tenant without the express written consent of the Landlord, which consent shall not be unreasonably withheld, delayed or conditioned.

17. Removal of Antenna Facilities. The Antenna Facilities are and shall remain the property of the Tenant and upon the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, remove the Antenna Facilities and restore the Lease Area to its original condition, normal wear and tear excluded.

18. Miscellaneous.

(a) The substantially prevailing party in any litigation, including any arbitration to which the parties shall submit, arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties. At such time as the Auburn City Council approves any regulation affecting telecommunications, Tenant agrees to amend this Lease, as determined by the Landlord in order to comply with any future ordinance related to telecommunications provided, however, that in no event shall such regulation (i) materially interfere with or affect Tenant's operation of its Antenna Facilities; or (ii) increase Tenant's financial obligations under the terms of this Lease, except as provided herein, or impose some new financial obligations not already contemplated by this Lease. No amendment, change or modification of this Lease shall be valid, unless in writing and signed by all parties hereto.

(c) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit B) necessary to protect its rights or use of the Lease Area. The Memorandum of Lease may be recorded in place of this Lease by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Lease Area.

(d) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(e) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(f) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(g) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(h) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the Lease Area, Compound, and Antenna Facilities location within the Property), and Exhibit B (Memorandum of Lease) are attached to this Site Lease Agreement. The terms of all Exhibits are incorporated herein for all purposes.

(i) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fees or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

19. Headings. The caption and paragraph headings used in this Lease are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

20. Liens. Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on, and for services rendered or material furnished to, the Antenna Facility, and shall keep the Antenna Facility free from all liens.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD:

City of Auburn

By:

Printed Name: Peter B. Lewis

Its: Mayor

Date: 12-4-03

Taxpayer ID Number: 91-6001228

TENANT: VoiceStream PCS III Corporation, a Delaware corporation

By:

Printed Name: Beth Pearson ~~Director of Legal Affairs~~ ~~Regional Corporate Attorney~~

Its: Vice President, Western Region ~~Director of Legal Affairs~~

Date: 12/3/03

Approved as to form:

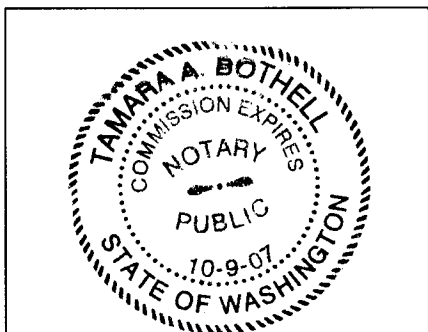
Regional Corporate Attorney

[Handwritten signature]

STATE OF WA)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Peter B. Lewis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of City of Auburn, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-4-03



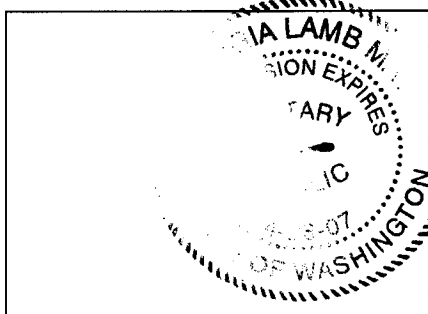
(Use this space for notary stamp/seal)

Tamara A Bothell
Notary Public
Print Name Tamara A. Bothell
residing at King Co.
My commission expires 10-9-07

STATE OF WA)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Beth Pearson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President, Western Region of VoiceStream PCS III Corporation, a Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

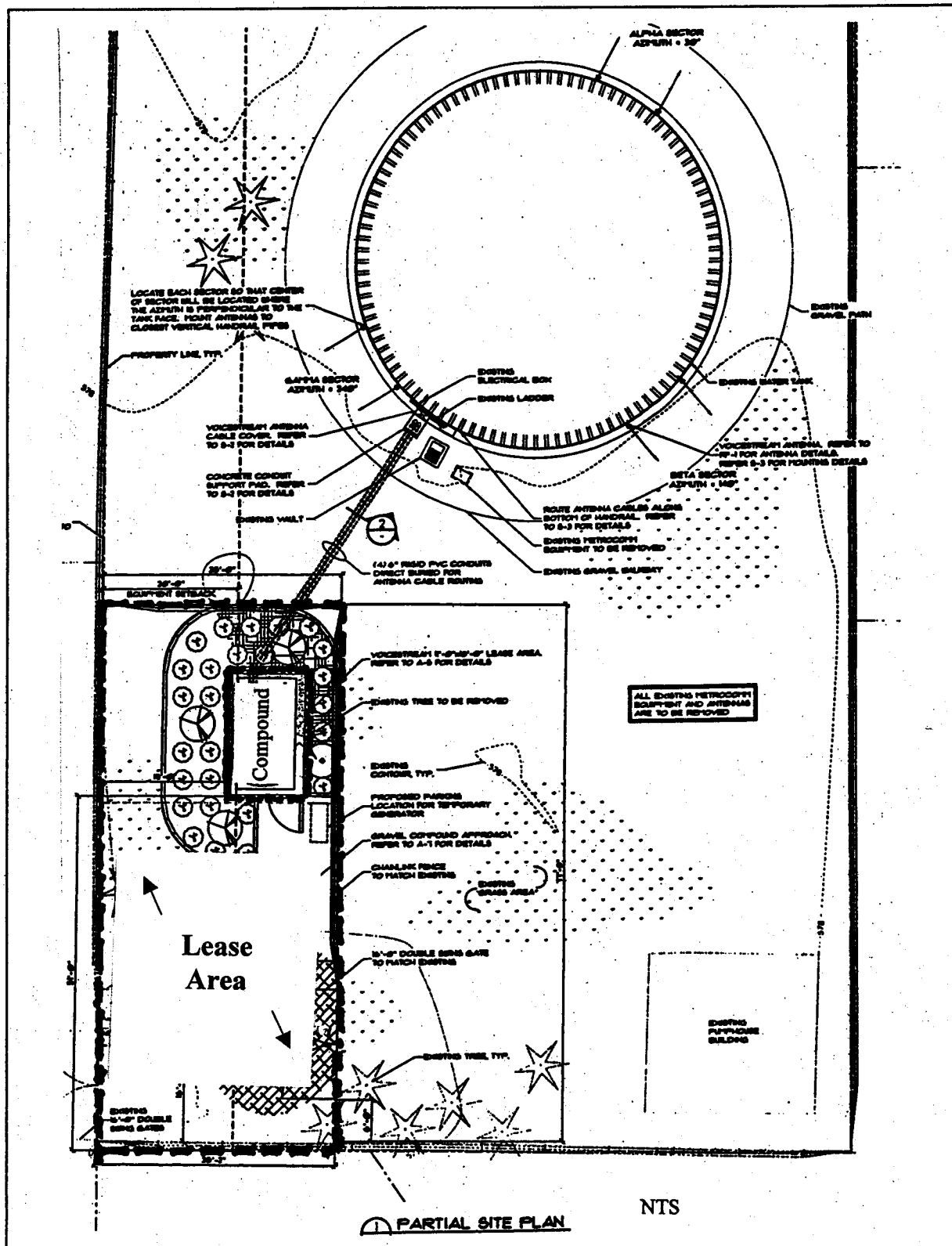
Dated: 12/3/03



(Use this space for notary stamp/seal)

Georgia Lamb May
Notary Public
Print Name Georgia Lamb May
residing at Bellevue, WA
My commission expires 4/28/07

EXHIBIT A



RESOLUTION NO. 3 6 5 0

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE AGREEMENT BETWEEN THE LAKEHAVEN UTILITY DISTRICT AND THE CITY OF AUBURN, ALLOWING THE LAKEHAVEN UTILITY DISTRICT TO CONNECT, INSTALL, OPERATE, MAINTAIN AND REPAIR WATER SYSTEM, FACILITIES, AND APPURTENANCES IN, OVER, ALONG, ACROSS AND UNDER THE FRANCHISE AREA FOR THE PURPOSE OF PROVIDING WATER SERVICE

WHEREAS, the Lakehaven Utility District currently owns, operates, and maintains a water system within Auburn's public right of way located in the franchise area; and

WHEREAS, the Lakehaven Utility District is seeking a new comprehensive franchise with Auburn for public water facilities installed within Auburn's current and future public right of way; and

WHEREAS, in order to maintain control over the use of City of Auburn right-of-ways by utilities operating within the City of Auburn, it is appropriate to enter into franchise agreements with such utilities; and

WHEREAS, Lakehaven Utility District is such a utility, and has negotiated this franchise agreement with the City of Auburn acceptable to both parties; and

WHEREAS, the City of Auburn has determined that it is in the best interests of the public to grant the Lakehaven Utility District a water franchise on the terms and conditions set for in this Agreement.

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

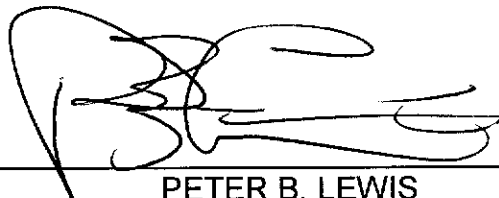
Section 1. The Mayor of the City of Auburn is herewith authorized to execute a Franchise Agreement between the Lakehaven Utility District and the City of Auburn in substantial conformity with the Agreement attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

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

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


DATED this 2nd day of February, 2004.

CITY OF AUBURN



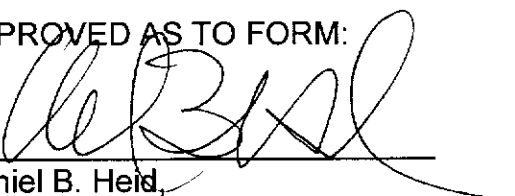
PETER B. LEWIS
MAYOR

ATTEST:



Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney



20041108001724

PACIFIC NW TIT AG
PAGE 001 OF 016
11/08/2004 14:48
KING COUNTY, WA

34.00

Return Address:
Auburn City Clerk
City of Auburn
25 West Main St.
Auburn, WA 98001

RECORDER'S COVER SHEET

Document Title(s) (or transactions contained therein):

Franchise Agreement (Resolution No. 3650)

16/34 PNWT
W 9249-12

Reference Number(s) of Documents assigned or released:

☐ Additional reference #'s on page _____ of document

Grantor(s)/Borrower(s) (Last name first, then first name and initials)

Auburn, City of

Grantee/Assignee/Beneficiary: (Last name first)

1. Lakehaven Utility District

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)

PER RCW 39.34

☐ Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

N/A

☐ Assessor Tax # not yet assigned

EXHIBIT "A"

CITY OF AUBURN, WASHINGTON WATER FRANCHISE AGREEMENT WITH THE LAKEHAVEN UTILITY DISTRICT

THIS FRANCHISE AGREEMENT, made and entered into this 23rd day of September, 2004, by and between the CITY OF AUBURN, Washington and the LAKEHAVEN UTILITY DISTRICT:

WITNESSETH:

WHEREAS, the Lakehaven Utility District currently owns, operates, and maintains a water system within Auburn's public right-of-way located in the franchise area; and

WHEREAS the Lakehaven Utility District is seeking to establish a comprehensive franchise with the City of Auburn for water system lines within Auburn's current and future public right-of-way; and

WHEREAS, in order to maintain control over the use of City of Auburn rights-of-way by utilities operating within the City of Auburn, it is appropriate to enter into franchise agreements with such utilities; and

WHEREAS, Lakehaven Utility District is such a utility, and has negotiated this franchise agreement with the City of Auburn acceptable to both parties; and

WHEREAS, the City of Auburn has determined that it is in the best interests of the public to grant the Lakehaven Utility District a franchise on the terms and conditions set forth in this franchise agreement.

NOW, THEREFORE THE CITY OF AUBURN AND THE LAKEHAVEN UTILITY DISTRICT AGREE AS FOLLOWS:

SECTION 1 DEFINITIONS

Where used in this franchise agreement ("Franchise"), the following definitions shall apply:

1.1 "Franchisee" means the Lakehaven Utility District, a Washington municipal corporation, and its respective successors and assigns.

1.2 "City" means the City of Auburn, a Washington municipal corporation.

1.3 "Franchise Area" means all of the public roads, streets, avenues, alleys, highways, and other rights-of-way of the City as now laid out, platted, dedicated or improved; and any and all public City roads, streets, avenues, alleys, highways, and other rights-of-way that may hereafter be laid out, platted, dedicated or improved within the area in which the City has jurisdiction, as described in Attachment 1 and as depicted in

Attachment 2, both attachments attached hereto, which is by this reference incorporated as if fully set forth herein; provided, that the Franchise Area shall not include or convey any right to the Franchisee to install facilities on, or to otherwise use, City owned or leased properties; and provided that the terms of this franchise (i.e., permitting and enforcement) shall not apply to those public roads, streets, avenues, alleys, highways, and other rights-of-way that may hereafter be laid out, platted, dedicated or improved within the area as described in Attachment 1 and depicted in Attachment 2 until such time that the City has assumed jurisdiction thereof.

1.4 "Facilities" means the Franchisee's water system, lines, mains, pump stations, appurtenances, and all other necessary or convenient appurtenances for the purpose of providing water service.

SECTION 2 FRANCHISE GRANT

Subject to the terms and conditions set forth in this Franchise, the City grants to the Franchisee the right to construct, own and maintain its Facilities, including, but not limited to, water pipelines, pump stations, and appurtenances within the City's public right-of-way and the Franchisee's water service area. In exercising authority to construct and install its Facilities and to excavate trenches in City roads for the purposes of constructing, installing, operating, maintaining, removing, and replacing its Facilities, and making connections between the same to the dwellings and other buildings of the consumers, the Franchisee shall be governed by and conform to the general rules adopted by the Public Works Department of the City, and the Franchisee, at no expense to the City, shall complete all work and shall replace and restore the City roads to the condition of the City roads existing immediately prior to such disturbance; PROVIDED, HOWEVER, that no such work shall be done prior to the obtaining of a permit therefor issued by the City's Public Works Director (hereinafter "Director"), which permit shall set forth conditions pertaining to the work to be done and specifications for the restoration of the roads to the same condition as they were immediately prior to such work. If the Franchisee does not repair the City roads to the satisfaction of the Director, the City may, at its sole discretion, repair such City roads, or cause them to be repaired, and the Franchisee hereby agrees to reimburse the City for the cost of such work, including reasonable overhead costs.

SECTION 3 FRANCHISE TERM

This Franchise shall take full force and effect five calendar days after being approved by the City, and shall be valid for a period of 25 years, expiring in 2029; provided, that this Franchise shall not take effect and the Franchisee shall have no rights under this Franchise unless the Franchisee files a written acceptance of this Franchise with the City pursuant to Section 4 of this Franchise.

SECTION 4 ACCEPTANCE BY FRANCHISEE OF TERMS AND CONDITIONS

The full acceptance of this Franchise and all of its terms and conditions shall be filed with the City Clerk within forty-five (45) days from the date of the resolution approving this Franchise by the Franchisee's duly elected Board of Commissioners. Full acceptance of this Franchise is a condition precedent to its taking effect, and unless this Franchise is

accepted within the time specified, this grant will be null and void and have no force or effect.

SECTION 5 NON-EXCLUSIVE FRANCHISE

This Franchise is not exclusive. It does not prohibit the City from granting franchises for other public or private utilities in, over, along, across, and under any City property, including the Franchise Area. This Franchise does not prevent or prohibit the City from constructing, altering, maintaining or using any of the Franchise Area. The City retains full power to make all changes, relocations; repair, maintenance or other work to or in the Franchise Area as the City deems fit.

SECTION 6 JURISDICTION

This Franchise is intended to convey limited rights and interest only as to those roads and rights-of-way in which the City has an actual interest within the Franchise Area. It is not a warranty of title or of interest in City road rights-of-way. None of the rights granted to the Franchisee shall affect the jurisdiction of the City over City road rights-of-way or the City's power to perform work upon its roadways, rights-of-way or appurtenant drainage facilities including by constructing, altering, renewing, paving, widening, grading, blasting or excavating. The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

SECTION 7 REGULATION OF USE AND CONTROL

This Franchise does not deprive the City of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the City road rights-of-way covered by this Franchise. The City reserves the right and power at all times to exercise its police powers with respect to the time, manner and location of the placement of the Franchisee's Facilities.

SECTION 8 EMINENT DOMAIN

This Franchise and the limited rights and interests granted by this Franchise are subject to the exercise of eminent domain. In the event of an exercise of eminent domain by the City, the value to be attributed to all the rights and interests granted under this Franchise shall not exceed the actual amount the Franchisee paid to the City in obtaining this Franchise.

SECTION 9 VACATION

If at any time the City vacates any City rights-of-way covered by this Franchise, the City will not be held liable for any damages or loss to the Franchisee by reason of such vacation. The City may, after giving thirty (30) days written notice to the Franchisee, terminate this Franchise with respect to any City road or rights-of-way vacated. However, should Franchisee notify the City that an easement is required for existing or proposed facilities within the proposed vacation area, the City shall withhold approval of such vacation until the Franchisee has notified the City that the necessary easement(s) have been secured, or provisions otherwise made to maintain the viability and use of existing Facilities.

SECTION 10 ENFORCEMENT

The City's failure to enforce any provision of this Franchise does not constitute a waiver of its right to enforce that provision or any other provision of this Franchise.

SECTION 11 INDEMNITY AND HOLD HARMLESS

11.1 The Franchisee shall defend, indemnify and hold harmless the City, its appointed and elected officials, and its employees and agents from and against liability for all claims, actions, injuries, demands, liabilities, losses, costs, damages and judgments, including costs of defense thereof, (collectively referred to as "damages") for injury to persons, death or property damage caused by, arising out of, or incidental to the Franchisee's exercise of the rights and privileges granted by this Franchise, except for damages caused by or arising out of the City's sole negligence. In the event that any such claim or demand for damages is presented to or filed with the City, or if any suit or action is initiated against the City based on such claims or demands for damages, the City shall promptly notify the Franchisee of the claim, demand, suit or action and the Franchisee shall have the right, at its election and its sole cost and expense, to settle and compromise such claim, demand, suit or action, or defend the same at the Franchisee's sole cost and expense.

11.2 If it is determined that RCW 4.24.115 applies to this Franchise, the Franchisee agrees to defend, hold harmless and indemnify the City to the maximum extent permitted under that statute, and specifically for the Franchisee's negligence concurrent with that of the City to the full extent of the Franchisee's negligence.

SECTION 12 INSURANCE

12.1 The Franchisee shall keep a policy of insurance in force with a minimum limit of five million dollars (\$5,000,000.00). Verification of insurance coverage is a condition precedent to the effectiveness of this Franchise.

12.2 The insurance shall be maintained in full force and effect at the Franchisee's sole expense throughout the term of the Franchise, and, should such insurance be terminated, this Franchise shall terminate as of the date of the termination of insurance coverage.

12.3 The coverage provided by the Franchisee's insurance policies shall be primary to any insurance maintained by the City, except as to losses or damages attributable to the sole negligence of the City. Any insurance maintained by the City that might relate to this Franchise shall be in excess to the Franchisee's insurance and shall not contribute with or to it. The City has no obligation to report occurrences to the insurance companies unless a claim is filed with the City's City Council; and the City has no obligations to pay the Franchisee's premiums.

12.4 The Franchisee shall be solely and completely responsible to perform all work related to this Franchise in compliance with all applicable federal, state, county and city statutes, rules, regulations, ordinances, orders and codes. The Franchisee's attention is directed to the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW. The Franchisee shall be solely and completely responsible for

safety and safety conditions on its job sites and for its work within the Franchise Area, including the safety of all persons and property during performance of any works therein. The services of the City or City's consultant personnel in conducting construction review of the Franchisee's work relating to the Franchise is not intended to include review of the adequacy of the Franchisee's work methods, equipment, scaffolding, or trenching, or safety measures in, on or near such Franchise Area or job site. The Franchisee shall provide safe access for the City and its inspectors to adequately inspect the work and its conformance with applicable statutes, ordinances, rules, regulations, and the Franchise.

SECTION 13 INSTALLATION, REPAIR, REMOVAL OR RELOCATION

13.1 The Franchisee shall, at no expense to the City, expeditiously repair all existing Facilities that it owns within the Franchise Area, including any damage caused directly or indirectly by its Facilities, all appurtenant Facilities and service lines connecting its system to users, if the City requires such repair for any reasonable purpose.

13.2 The Franchisee shall, at no expense to the City, adjust, remove or relocate existing Facilities within the Franchise Area, including all appurtenant Facilities and service lines connecting its system to users, if the City determines such adjustment, removal or relocation is reasonably necessary to allow for an improvement or alteration planned by the City. The City shall give the Franchisee written notice of such requirement as soon as practicable. The written notice shall include all available information, such as plans and specifications, as is reasonably necessary for the Franchisee to plan for such adjustment, removal or relocation.

13.3 Franchisee's Facilities shall be constructed, installed, maintained and repaired within the Franchise Area so as to provide safety of persons and property, and not interfere with the free passage of traffic, all in accordance with the laws of the State of Washington, and the ordinances, resolutions, rules and regulations of the City.

13.4 For projects that are a part of the City's capital improvement program, in addition to any other notice given to the Franchisee, the City shall provide a copy of the capital improvement plan and six (6) year transportation improvement plan when requested. Further, the City shall provide a horizontal plan and vertical profile of the roadway and drainage facilities within it, both existing and as proposed by the City, and the proposed construction schedule. The initial design information shall be given at least one hundred and eighty (180) days before construction is scheduled to begin, except in cases of urgent construction or emergencies. The Franchisee shall respond to this notice, and to any later notices of revised designs, within twenty (20) days of the date of the notice, by providing to the City the Franchisee's best available information as to the location of all the Franchisee's Facilities, including all appurtenant Facilities and service lines connecting its system to users, and all Facilities that it has abandoned, within the area proposed for the project.

13.5 The City shall offer the Franchisee the opportunity to participate in the preparation of bid documents for the selection of a contractor to perform the public works project as well as all required adjustments, removals or relocations of the Franchisee's Facilities. The City shall have sole authority to choose the contractor to perform such

work. Such bid documents shall provide for an appropriate cost allocation between the parties. In addition to the Franchisee's allocation of contractor costs, the Franchisee shall reimburse the City for all costs, to include but not be limited to legal, engineering, inspections, administration and/or soils testing, related to the Franchisee's work and reasonably incurred by the City in the administration of such joint construction contracts. Such costs shall include the direct salary cost of the time of City professional and technical personnel, including the City's consultants, spent productively engaged in such work, plus overhead costs at the standard rate charged by the City on other similar projects. The specific terms of the joint participation on any public work shall be as set forth in a written agreement between the parties.

13.6 It is understood that emergency situations may arise that could threaten public health and/or continued operation of the Franchisee's utility system and the Franchisee may be unable to notify the City in the manner prescribed in Section 14 of this Franchise. In such a situation the Franchisee shall immediately correct the hazardous situation and continue to use best efforts to contact the City staff. The Emergency Phone Number for the City of Auburn is (253) 931-3048, and that for the Lakehaven Utility District is (253) 941-1516. Dialing 911 is advised for emergency situations that may result in imminent threats to life and/or property.

SECTION 14 REQUIREMENT OF CONSTRUCTION PERMITS

14.1 The Franchisee has the right, privilege and authority to enter the City road rights-of-way for the purpose of constructing, installing, operating, maintaining, replacing or repairing its Facilities on the condition that it obtains construction, excavation, and right-of-way use permits issued by the City. Any work performed, whether by Franchisee, its contractors, or third parties, shall include necessary paving, patching, grading and any other reasonably necessary repair or restoration to the City rights-of-way. All work shall be done to the City's satisfaction.

14.2 All equipment, pipelines and appurtenances which are used in the construction, installation, operation, maintenance or repair of the Franchisee's Facilities and which are located within the City road rights-of-way and owned by the Franchisee shall be considered to be part of the Franchisee's system and shall be the responsibility of the Franchisee. All permits for the construction, installation, operation, maintenance or repair of the Franchisee's system shall be applied for and given in the name of the Franchisee, who will be responsible for all work done under the permit. The Franchisee remains responsible whether the work is performed by the Franchisee, its contractors, or by third parties.

14.3 When required by the City's Public Works Director, the Franchisee shall post a bond to the City in the amount sufficient for any road repair or restoration. The amount of the bond shall be set by the City and must be filed with the City before a permit will be issued.

SECTION 15 PERFORMANCE OF WORK

15.1 Any work performed by the Franchisee in the Franchise Area shall conform to all City ordinances and requirements including, but not limited to, Auburn City Code and the City's Design and Construction Standards in force when the work is performed. All traffic control shall conform to the current edition of the Manual of Uniform Traffic Control Devices in force when the work is performed.

15.2 If work performed under this Franchise makes it necessary to turn off or diminish water pressure or potential flow to any fire hydrant, the Franchisee shall notify the City's Fire Department by telephone and by written notice, that water pressure or fire flow conditions have been affected. Except in the case of an emergency, the notice shall be provided at least 48 hours prior to the water pressure or potential flow being suspended or diminished. If more than one fire hydrant will be affected, the Franchisee shall provide a map of the affected area to the Fire Department. Out-of-service fire hydrants must be identified as not operational by covering with a properly secured burlap or plastic bag. Fire hydrants should be returned to full service as soon as reasonably possible or no longer than two working days from the date service was suspended or diminished. The Franchisee shall notify the City's Fire Department when the hydrant(s) is/are returned to full service.

SECTION 16 RESTORATION OF CITY RIGHTS-OF-WAY

After performing work on, under or adjacent to City road rights-of-way, the Franchisee is responsible for and shall leave all City road rights-of-way in the condition of the City road rights-of-way existing immediately prior to such disturbance. If the Franchisee, its contractors, or third parties working under permit should fail to diligently restore City road rights-of-way to the satisfaction of the City, the City may make such repairs or restorations as are necessary to return the City road rights-of-way to a condition reasonably comparable to the condition of the City road rights-of-way existing immediately prior to such disturbance. Upon presentation of an itemized invoice for repairs or restorations, including all applicable costs, both direct and indirect, to include, but not be limited to, the cost of labor, tools, materials and equipment, the Franchisee shall pay the invoice within sixty-five (65) days of its receipt and approval.

SECTION 17 INFORMATION ON LOCATION OF FACILITIES

The Franchisee shall provide the City with all information requested by the City regarding the location of the Franchisee's current Facilities, including, but not limited to, copies of all record drawings for such Facilities. If the Franchisee performs any work to install, repair, reconstruct, or replace Facilities in the Franchise Area after this Franchise's effective date, the Franchisee shall provide the City with all information requested by the City regarding the location of those Facilities, including, but not limited to, copies of record drawings.

SECTION 18 COORDINATION OF WORK IN FRANCHISE AREA

To facilitate the coordination of work in City rights-of-way, if either the Franchisee or the City plans to make excavations in the Franchise Area, the party planning such excavation shall provide written notice to the other of the planned excavation, affording the other party the opportunity to share in the excavation; provided, that (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made, (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties, and (3) either party may deny such request for safety reasons.

SECTION 19 BLASTING REQUIREMENTS

The Franchisee's right to construct, install, operate, maintain and repair Facilities does not preclude the City, its agents or contractors from blasting, grading, or doing other road work contiguous to the Franchisee's Facilities. When practical, the City shall give the Franchisee forty-eight (48) hours notice of blasting or excavating.

SECTION 20 SURVEY MARKERS AND MONUMENTS

Before any work is performed under this Franchise, the Franchisee shall establish two or more reference marks to all monuments and markers of every nature relating to subdivisions, plats, rights-of-way, and all other surveys. The reference points shall be located so that they will not be disturbed during any of Franchisee's operations under this Franchise. The method of referencing monuments or other markers or points shall be approved by the City before placement. The replacement of all markers or monuments disturbed during any construction of the Franchisee shall be made as promptly as conditions permit. The cost of monuments or markers lost, destroyed, or disturbed and the expense or replacement with approved markers or monuments shall be borne by the Franchisee.

SECTION 21 RESERVATION OF RIGHTS

21.1 The City reserves the right to impose, to the extent authorized by law, a utility tax on the Franchisee and/or to charge the Franchisee a reasonable fee for services provided or rights granted under this Franchise.

21.2 The Franchisee agrees that it shall be subject to all authority now or later possessed by the City or any other governing body having competent jurisdiction to fix just, reasonable and compensatory rates for services under this Franchise.

21.3 The City reserves the right, upon thirty (30) days written notice to the Franchisee, to amend or modify the provisions or conditions of this Franchise to conform to any state, county, federal, or City statute, ordinance, rule or regulation. The City may terminate this Franchise upon thirty (30) days written notice to the Franchisee if the Franchisee fails or refuses to comply with such amendment or modification.

SECTION 22 ASSIGNMENT

The Franchisee shall not have the right to assign this Franchise without the written consent of the City. No assignment shall be effective unless an acceptance by the assignee of all rights, conditions, terms, provisions and responsibilities contained within the Franchise, as well as surety bonds which the City deems necessary to be posted, are received as allowed by law. The City's approval of the assignment may be made subject to the assignee's acceptance of new or modified terms of the Franchise.

SECTION 23 PENALTY FOR VIOLATION OF CONDITIONS

If the Franchisee fails to comply with any material term, condition or responsibility under this Franchise, the City may provide the Franchisee with written notice of the City's intent to revoke the Franchise if the Franchisee's failure is not cured within thirty (30) days of the date of the notice. During the thirty (30) days following the date of the notice, the Franchisee shall have the opportunity to remedy the failure to comply. A public hearing shall be scheduled before the Auburn City Council at least thirty (30) days following the notification on the issue of the revocation. If at the hearing, the City Council finds that grounds exist to revoke the Franchise under this paragraph and that the revocation is in the public interest, the City Council may by resolution revoke the Franchise. The revocation shall be effective ninety (90) days after the public hearing.

SECTION 24 EXPIRATION AND RENEWAL

24.1 If the Franchisee requests a renewal of this Franchise prior to its expiration date, which renewal shall be granted, on terms reasonable to the parties, unless the City can demonstrate, in good faith, that such renewal would be contrary to its operation of the right of way, the City may, at the City's sole discretion, extend the term of this Franchise for up to one year beyond the expiration date to allow for processing of the renewal. If the City elects to extend the term of this Franchise, written notice of the extension shall be provided to the Franchisee prior to the Franchise expiration date.

24.2 If the Franchisee has not requested a renewal of this Franchise prior to its expiration date, the City has the right, upon thirty (30) day's prior notice to the Franchisee, to remove or relocate any of the Franchisee's Facilities as is reasonably necessary for the public's health, welfare or safety, or for the construction, alteration, or improvement of the Franchise Area, or for the construction or installation of lines or facilities of other franchise holders. The Franchisee shall be liable for costs incurred in any removal or relocation of the Franchisee's Facilities under this section.

24.3 Upon the expiration of this Franchise, the Franchisee shall continue to be responsible for the operation and maintenance of the Franchisee's existing facilities in the Franchise Area, but shall not have the right to provide additional services. This Section and Sections 11, 13, 14, 15, 16, 18, and 20 of this Franchise shall continue in force until such time as the Franchisee's Facilities are abandoned to the City's satisfaction.

SECTION 25 COMPLIANCE WITH LAWS

The Franchisee shall conform to all applicable federal, state and local laws and regulations including, but not limited to, the State Environmental Policy Act and the City's Environmental Standards and Ordinances.

SECTION 26 NON-DISCRIMINATION CLAUSE

In all hiring or employment made possible or resulting from this Franchise, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupation qualification. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Franchise on the grounds of sex, sexual orientation, race, color, national origin, age, except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

SECTION 27 NOTICE

All notices between the two agencies hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

City of Auburn:
City Engineer
25 West Main Street
Auburn, WA 98001-4998
Tel: 253-931-3010

Lakehaven Utility District:
General Manager
31627 1st Ave South
PO Box 4249
Federal Way, WA 98063-4249
Tel: 253-941-1516

or to such other representative addresses as either party may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing. If an emergency situation develops, it is recommended that the City or the Franchisee call 911 to solicit an emergency response.

SECTION 28 ATTORNEYS' FEES

If either party shall be required to bring any action to enforce any provision of this Franchise, or shall be required to defend any action brought by the other party with respect to this Franchise, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in trial court and in appellate courts.

SECTION 29 SEVERANCE

If any term, provision, condition or portion of this Franchise is held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise which shall continue in full force and effect, unless the dominant purpose of the Franchise would be prevented or the public interest would no longer be served, as determined by the City.

SECTION 30 EFFECTIVE DATE

The resolution approving the Franchise, having been introduced at least five days prior to its date of passage and submitted to the city attorney, and being approved by at least a majority of the entire city council at a regular city council meeting, shall take effect and be in force five calendar days after its passage and approval by both parties to this Franchise.

SECTION 31 EXISTING UTILITIES

This Franchise shall govern existing and future water system facilities currently owned, operated and maintained by Lakehaven Utility District within the City of Auburn.

SECTION 32 DISPUTE RESOLUTION

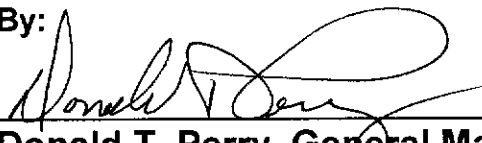
In the event that a dispute arises with regard to the terms of this Franchise Agreement, either party may request that the dispute be submitted to non-binding mediation or arbitration prior to court action. Such request for non-binding mediation or arbitration shall be made in writing and mailed by first class, U.S. Mail to the other party. The mediator or arbitrator shall be chosen by agreement of the parties. Either party may refuse to submit to the dispute resolution process. Refusal to engage in the dispute resolution process shall not prejudice the refusing party in any way.

IN WITNESS WHEREOF the parties hereto have executed this Franchise Agreement as of the day and year first above written.

LAKEHAVEN UTILITY DISTRICT

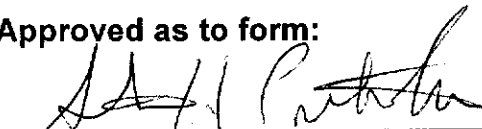
Approved by Resolution No. 2004-1006 of the Lakehaven Utility District, Federal Way, Washington, at its regular meeting held on the 8th day of January, 2004.

By:



Donald T. Perry, General Manager
Lakehaven Utility District

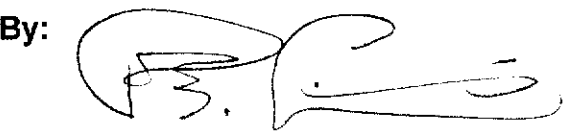
Approved as to form:



Steven H. Pritchett, General Counsel
Lakehaven Utility District


CITY OF AUBURN

By:



Peter B. Lewis, Mayor
City of Auburn

Attest:



Danielle Daskam, City Clerk

Approved as to form:



Daniel B. Heid, City Attorney

AUBURN RESOLUTION NO: 3650

LAKEHAVEN REFERENCE NUMBER: 2004-1006

Attachment 1

Auburn Ordinance No. 3650

Description of Lakehaven Utility District's Water Franchise Area

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.;

THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 23 TO THE NORTHWEST CORNER OF SAID SECTION 23 AND THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 15 TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15;

THENCE NORTHERLY ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 15 TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.;

THENCE NORTHERLY ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 10 TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.;

THENCE NORTHERLY ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 3 TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M.;

THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 34;

THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 34 TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M.;

THENCE EASTERLY ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 35 TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M.;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36 TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SAID SECTION 36;

THENCE SOUTHERLY ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 36 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.;

THENCE SOUTHERLY ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 1 TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 1;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 1 TO THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.;

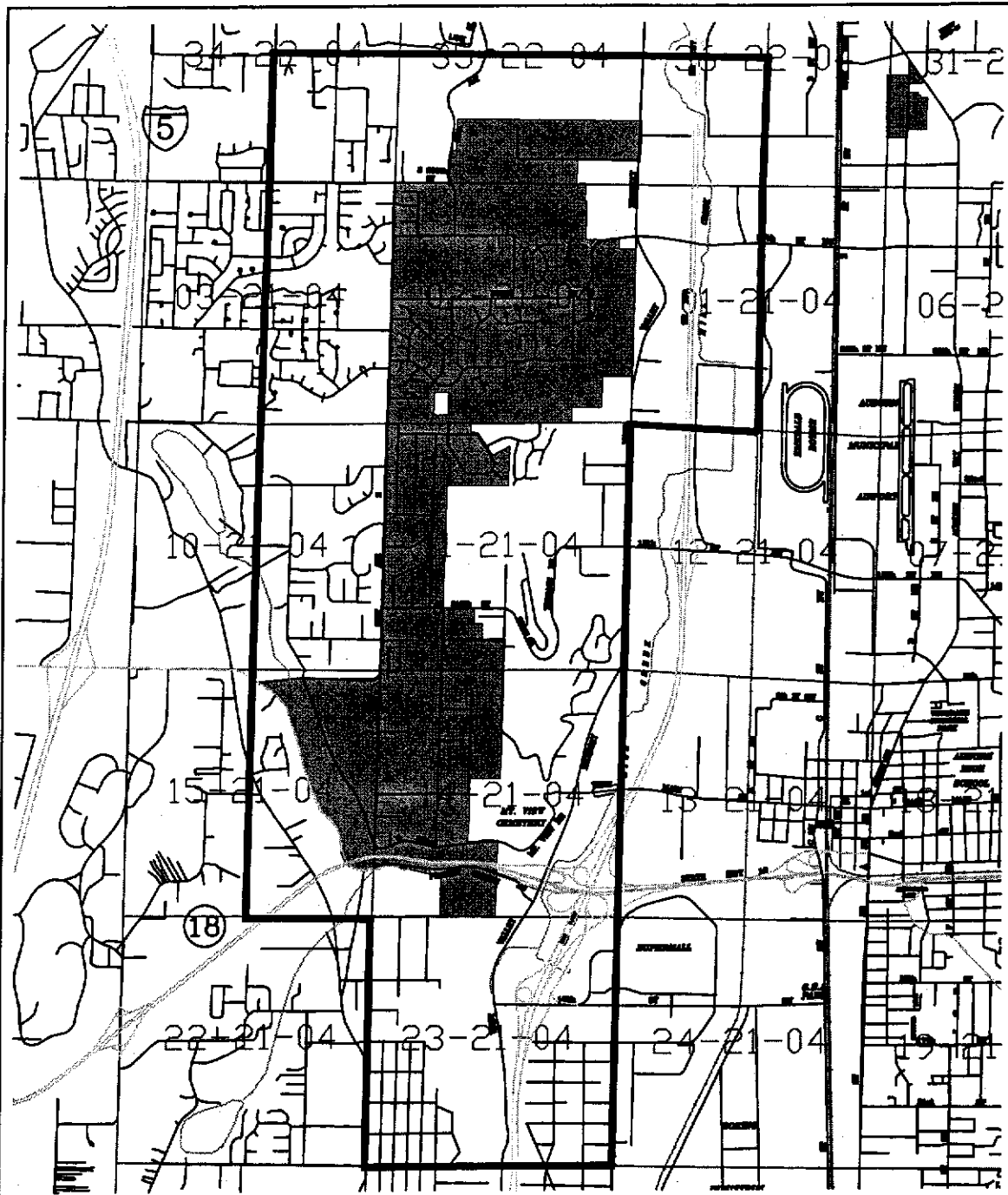
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 11 TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 14 TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.;




THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 23 TO THE SOUTHEAST CORNER OF SAID SECTION 23;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 23 TO THE POINT OF BEGINNING.

SITUATE IN KING COUNTY, WASHINGTON.



Legend:

-  Water Franchise Area
-  City of Auburn
-  Potential Annexation Area

Attachment 2
Auburn Ordinance
No. 3650



RESOLUTION NO. 3 6 5 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT ESTABLISHING WATER SERVICE BOUNDARIES BETWEEN THE LAKEHAVEN UTILITY DISTRICT AND THE CITY OF AUBURN

WHEREAS, pursuant to RCW 35.A.11.040, Auburn has the legal authority to exercise its powers and perform any of its functions as set forth in RCW 39.34; and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, Auburn has the legal authority to cooperate with other localities and utilities on the basis of mutual advantage and the efficient provision of municipal services; and

WHEREAS, pursuant to RCW 35A.21.150, Auburn has the legal authority to maintain a water system; and

WHEREAS, pursuant to RCW 57.08.044, Lakehaven has the legal authority, whether by contract or otherwise, to provide water service to property owners in areas outside existing district boundaries; and

WHEREAS, the parties recognize the responsibility of public water utilities to provide efficient and reliable service to their customers at reasonable cost; and

WHEREAS, Lakehaven's 1998 Draft Comprehensive Water System Plan notes a region within Auburn's Potential Annexation Area (hereinafter referred to as "Auburn's PAA") to which Lakehaven intends to provide water service; and

WHEREAS, Lakehaven is currently providing water service within Auburn's PAA; and

WHEREAS, portions of the Lakehaven water system have been sized and are situated so as to be capable of affording water to a portion of Auburn's PAA; and

WHEREAS, Auburn has evaluated water service issues and determined that it is not cost feasible to provide direct water service within its PAA adjacent to Lakehaven's water infrastructure; and

WHEREAS, Lakehaven's delivery of water service to these areas will provide the maximum efficiency in the use of existing and future facilities and water planning;

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

Section 1. The Mayor of the City of Auburn is herewith authorized to execute a Water Service Boundary Agreement between the Lakehaven Utility District and the City of Auburn in substantial conformity with the agreement

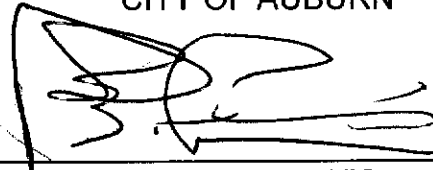
attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

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

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

DATED this 2nd day of February, 2004.

CITY OF AUBURN

A handwritten signature in black ink, appearing to read "P. B. Lewis", written over a horizontal line.

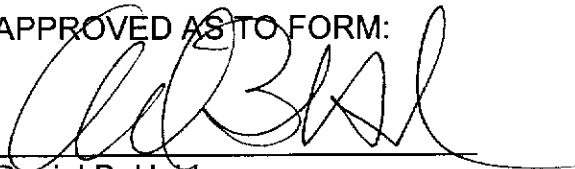
PETER B. LEWIS
MAYOR

ATTEST:

A handwritten signature in black ink, appearing to read "Danielle E. Daskam", written over a horizontal line.

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Daniel B. Heid", written over a horizontal line.

Daniel B. Heid,
City Attorney



20041129000250

PACIFIC NW TIT AG
PAGE 001 OF 019
11/29/2004 10:09
KING COUNTY, WA

37.00

Return Address:
Auburn City Clerk
City of Auburn
25 West Main St.
Auburn, WA 98001

RECORDER'S COVER SHEET

Document Title(s) (or transactions contained therein):

Interlocal Agreement (RES 3652)

19/37 PWT
W 9278-12

Reference Number(s) of Documents assigned or released:

☐ Additional reference #'s on page _____ of document

Grantor(s)/Borrower(s) (Last name first, then first name and initials)

Auburn, City of

Grantee/Assignee/Beneficiary: (Last name first)

1. Lakehaven Utility District

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)

PER RCW 39.34

☐ Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

N/A

☐ Assessor Tax # not yet assigned

EXHIBIT "A"

LAKEHAVEN UTILITY DISTRICT and CITY OF AUBURN INTERLOCAL AGREEMENT ESTABLISHING WATER SERVICE BOUNDARIES

THIS AGREEMENT, made and entered into this 23rd day of September, 2004, by and between **LAKEHAVEN UTILITY DISTRICT**, a Washington municipal corporation (hereinafter referred to as "Lakehaven"), and the **CITY OF AUBURN**, a Washington municipal corporation, (hereinafter referred to as "Auburn"), both being duly organized and existing under and by virtue of the laws of the State of Washington,

WITNESSETH:

WHEREAS, pursuant to RCW 35.A.11.040, Auburn has the legal authority to exercise its powers and perform any of its functions as set forth in RCW 39.34; and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, Auburn has the legal authority to cooperate with other localities and utilities on the basis of mutual advantage and the efficient provision of municipal services; and

WHEREAS, pursuant to RCW 35A.80.010, Auburn has the legal authority to maintain a water system; and

WHEREAS, pursuant to RCW 57.08.005(3) and 57.08.044, Lakehaven, as a special purpose water/sewer district, has the legal authority, whether by contract or otherwise, to provide water service to property owners in areas outside existing district boundaries; and

WHEREAS, the parties recognize the responsibility of public water utilities to provide efficient and reliable service to their customers at reasonable cost; and

WHEREAS, Lakehaven's adopted and approved 1998 Comprehensive Water System Plan notes a region within Auburn's Potential Annexation Area (hereinafter referred to as "Auburn's PAA") to which Lakehaven intends to provide water service; and

WHEREAS, Lakehaven is currently providing water service within Auburn's PAA; and

WHEREAS, portions of the Lakehaven water system have been sized and are situated so as to be capable of affording water service to a portion of Auburn's PAA; and

WHEREAS, Auburn has evaluated water service issues and determined that it is not cost effective to provide direct water service within its PAA adjacent to Lakehaven's water infrastructure; and

WHEREAS, Lakehaven's delivery of water service to these areas will provide the maximum efficiency in the use of existing and future facilities and water planning;

NOW, THEREFORE:

IT IS HEREBY AGREED by and between the parties hereto as follows:

1. Water Service Area. The parties have agreed to a mutual water service planning boundary as depicted on the maps attached hereto as Attachment 1 and legally described in Attachment 2, which are by this reference incorporated herein. Both parties further agree that, through this designation of the service boundary, Lakehaven shall provide water service to properties mutually within its water service area and Auburn's PAA, also depicted on Attachment 1, in accordance with and subject to the terms and conditions of this Agreement.

2. Management, Regulation and Control of Water System. Lakehaven shall have the sole responsibility and authority to construct, maintain, manage, conduct and operate its water system within the area mutually designated as Lakehaven's water service area and Auburn's PAA as depicted in Attachment 1, together with any additions, extensions and betterments thereto. Lakehaven shall also be responsible for obtaining all necessary governmental franchises, approvals, easements and permits for the installation of the water system and improvements to be located therein.

3. Service Rates and Connection Charges.

- a) **Permit Required.** No connection shall be made to Lakehaven's water system unless the property owner first pays the associated fees and submits the proper information to obtain a Lakehaven water connection permit, and otherwise meets the requirements for service as provided in duly adopted Resolutions of Lakehaven. The connection shall be subject to inspection for compliance with Lakehaven's standards as adopted at the time the connection is made.
- b) **Rates.** The rates charged to the water customer by Lakehaven mutually within Lakehaven's water service area and Auburn's PAA, as depicted on Attachment 1, shall be fixed, altered, regulated and otherwise controlled by Lakehaven pursuant to the limitation on such authority as set forth in Chapter 57 RCW, or other applicable laws.

4. Water Availability Certificates. Lakehaven shall continue to issue water availability certificates for property located both within Auburn's PAA, as depicted in Attachment 1 and Lakehaven's Water Service Area.

5. Future Annexations. Each of the parties agree that Lakehaven shall provide water service to the area depicted in Attachment 1 without regard to the present corporate boundaries of the parties and without regard to future corporate boundaries as they may be periodically altered through annexation.

6. Lakehaven Comprehensive Water Planning. The terms of this Agreement will be included as an amendment to Lakehaven's Comprehensive Water System Plan. Lakehaven will submit to Auburn all Comprehensive Water System Plans and amendments thereto involving areas and/or system improvements within Auburn's PAA, as depicted in Attachment 1.

7. Auburn Comprehensive Water Planning. The terms of this Agreement will be included as an amendment to Auburn's Comprehensive Water Plan. Auburn will submit to Lakehaven all Comprehensive Water System Plans and amendments thereto involving area and/or system improvements within Auburn's PAA, as depicted in Attachment 1.

8. Reliance. Each party hereto acknowledges that the terms hereof will be relied upon by the other in its comprehensive planning to meet the needs of the service area designated herein.

9. Liability. The parties agree that this Agreement shall not be a source of liability for either party for any failure or interruption of service in the service area of the other party, as designated herein.

10. Government Approvals. Auburn will give notice of the adoption of this Agreement to Metropolitan/King County, to the Department of Ecology, to the Department of Health, and to any other agency with jurisdiction over, or other interest in, the terms hereof, and the parties shall cooperate and assist each other in all reasonable manner in procuring any necessary approvals hereof by those agencies.

11. Boundary Review Board. In the event that implementation of the terms hereof results in permanent water service to areas that will be outside the respective service boundaries of Lakehaven or Auburn, the parties will, at the time of such service, jointly seek King County Boundary Review Board approval of such service in accordance with RCW 57.08.047.

12. Service Amendments. Any changes to the service areas described herein shall be by mutual written agreement. Each party, through Auburn's Director of Public Works and Lakehaven's General Manager respectively, may give written permission to the other, on a case-by-case basis, to provide service to the other party's adjacent or

nearby water service area based upon considerations of economic efficiency. Such written permission(s) shall be filed with this agreement for future reference.

13. Alteration, Amendment or Modification. Lakehaven and Auburn hereby reserve the right to alter, amend or modify the terms and conditions of this Agreement only upon written consent of both parties to such alteration, amendment or modification.

14. Indemnification and Hold Harmless. Each Party hereto agrees to protect, defend, and indemnify the other Party, its officers, officials, employees and agents from any and all cost, claims judgements and/or awards of damages, arising out of or in any way resulting from the Party's default, failure of performance, or negligent conduct associated with this agreement, by the Party, its employees, subcontractors or agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Party's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

15. Miscellaneous. Auburn and Lakehaven agree that within the area depicted in Attachment 3, existing water customers are currently served by Auburn and that for the purposes of efficiency, water service to these customers shall be transferred to Lakehaven. Service shall be provided by a direct connection with Lakehaven's system at "R" Street NW and Abby Drive, and temporarily by a Booster Pump Station from Auburn's water system on Knickerbocker Drive until such time as a secondary waterline is constructed from Lakehaven's system and paid for pursuant to Attachment 4.

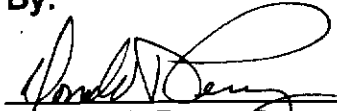
16. Integration. This agreement constitutes the entire agreement of the parties regarding the subject matter hereof, and there are no other representations or oral agreements other than those listed herein, which vary the terms of this agreement. Future agreements may occur between the parties to transfer additional or future service areas by mutual agreement.

17. Obligation Intact. Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either Lakehaven or Auburn regarding provision of water service, except as specifically set forth herein.

LAKEHAVEN UTILITY DISTRICT

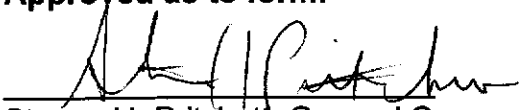
Approved by Resolution No. 2004-1006 of the Lakehaven Utility District, Federal Way, Washington, at its regular meeting held on the 8th day of January, 2004.

By:



Donald T. Perry, General Manager
Lakehaven Utility District

Approved as to form:



Steven H. Pritchett, General Counsel
Lakehaven Utility District

CITY OF AUBURN

Approved by Resolution No. 3652 of the City of Auburn, Washington, at its regular meeting held on the 2nd day of February, 2004.

By:



Peter B. Lewis, Mayor
City of Auburn

Attest:



Danielle Daskam, City Clerk

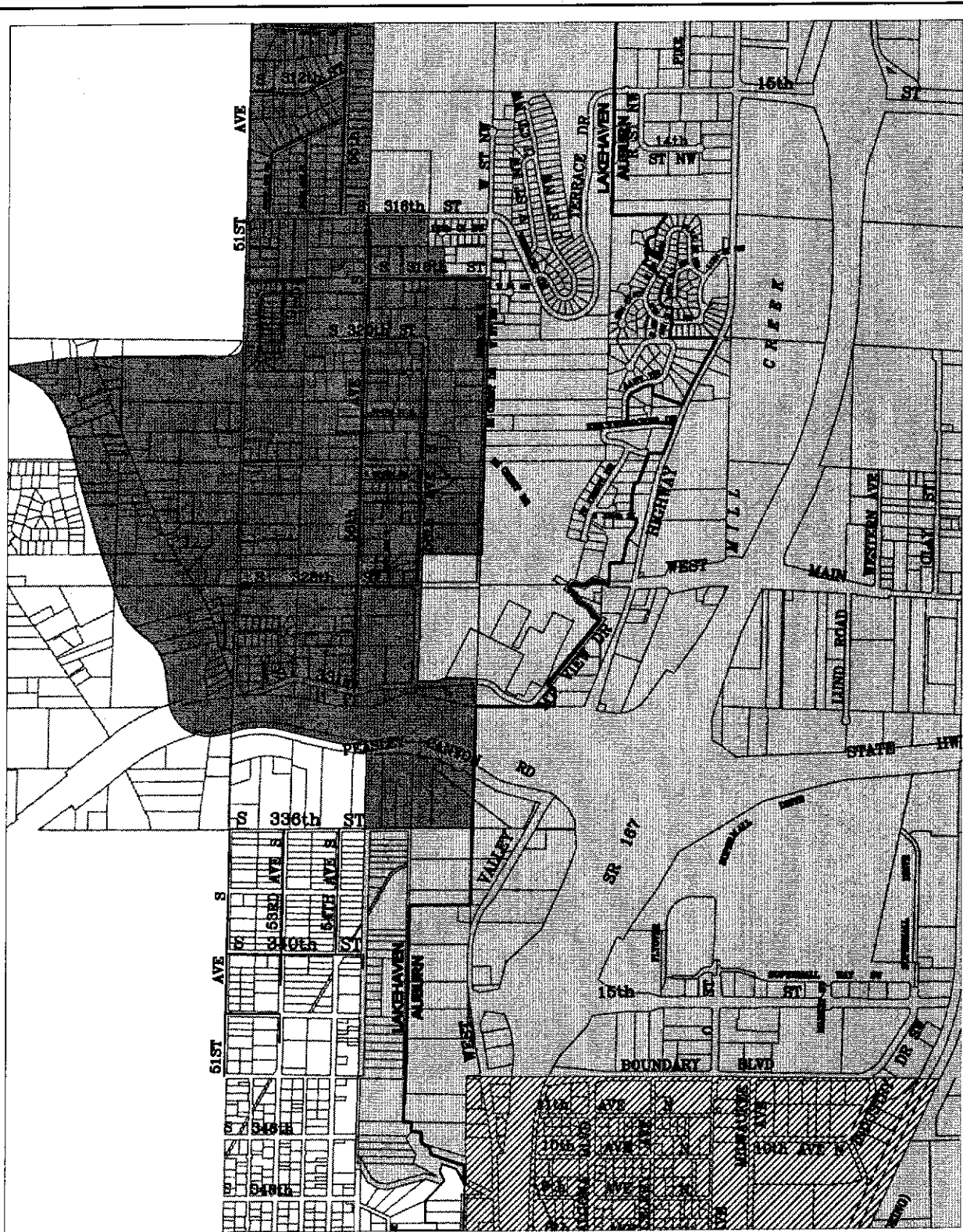
Approved as to form:



Daniel B. Heid, City Attorney



SUMMARY



LEGEND

- AUBURN CITY LIMITS
- AUBURN PAA
- PROPOSED WATER SERVICE BOUNDARY
- ALGONA CITY LIMITS



SCALE 1" = 100'

Note: Information shown is for general reference purpose only and does not necessarily represent actual geographic or cartographic data as mapped.

ATTACHMENT 1

LAKEHAVEN - AUBURN INTERLOCAL AGREEMENT ESTABLISHING WATER SERVICE BOUNDARIES

PLEASE INITIAL IF APPROVED

DEC 2000

LAKEHAVEN

AUBURN

PAGE 2/2

Attachment 2

LAKEHAVEN UTILITY DISTRICT and CITY OF AUBURN INTERLOCAL AGREEMENT ESTABLISHING WATER SERVICE BOUNDARIES

BOUNDARY DESCRIPTION

BEGINNING at a point 170 feet east of the Northwest corner of the Northeast quarter of the Southwest quarter of Section 35, Township 22 North, Range 4 East, W.M., in King County, Washington;

THENCE south 1990 feet, more or less, to the North line of the South half of the South half of the Southwest quarter of said Section 35;

THENCE easterly along said North line to a point 300 feet west of the East line of the Southwest quarter of said Section 35;

THENCE south to a point 170 feet north of the South line of the Southwest quarter of said Section 35;

THENCE east 300 feet, more or less, to the East line of the Southwest quarter of said Section 35;

THENCE southerly along said East line to the South line of said Section 35;

THENCE continuing southerly along the West line of the Northeast quarter of Section 2, Township 21 North, Range 4 East, W.M., in King County, Washington, a distance of 221.12 feet;

THENCE easterly, parallel with the North line of said subdivision, 220.20 feet;

THENCE southerly, parallel with the West line of said subdivision, 130 feet;

THENCE easterly along the North line of Lots 1 and 2 of King County Short Plat No. 781092 as recorded under Recording Number 8112210440, records of King County, Washington, a distance of 1306.40 feet, more or less, to the Northeast corner of said Lot 2;

THENCE south along the East line of said Lot 2 a distance of 802.22 feet, more or less, to the Southeast corner of said Lot 2;

THENCE easterly, a distance of 6 feet, more or less to the Northeast corner of Tract A of Eastview Vista according to the plat thereof recorded in Volume 108, Pages 51 through 53, records of King County, Washington;

THENCE south, a distance of 34 feet, more or less, to an angle point in the boundary of said Tract A;

THENCE west, a distance of 34.80 feet, more or less, to an angle point in the boundary of said Tract A;

THENCE south, a distance of 400.44 feet, along the East line of said Tract A to a point 835.56 feet north of the South line of the Northeast quarter of said Section 2;

THENCE east, parallel the South line of the Northeast quarter of said Section 2, a distance of 1140.8 feet, more or less, to the East line of said Section 2;

THENCE south, a distance of 835.56 feet along said East line, to the Northwest corner of the Southwest quarter of Section 1, Township 21 North, Range 4 East, W.M., in King County, Washington;

THENCE east, parallel to the North line of the Southwest quarter of said Section, a distance of 149.18 feet;

THENCE south, parallel to the West line of the Southwest quarter of said Section, a distance of 450 feet;

THENCE west, parallel to the North line of the Southwest quarter of said Section, a distance of 149.18 feet to the East line of Southeast quarter of Section 2, Township 21 North, Range 4 East, W.M., in King County, Washington;

THENCE south, a distance of 532.51 feet along said East line to the North line of the South half of the South half of the North half of said subdivision;

THENCE westerly, along said North line of said subdivision, 518.77 feet;

THENCE southerly, parallel with the East line of said subdivision, 328.01 feet, more or less, to the South line of said subdivision;

THENCE westerly, along the South line of said subdivision, 130.02 feet, more or less to the Northeast corner of the West half of the Southeast quarter of the Southeast quarter of said Section 2;

THENCE southerly, along the East line of said subdivision, 984.40 feet, to the North line of the South half of the South half of last said subdivision;

THENCE westerly, along the North line of said subdivision, 650 feet, more or less, to the East line of the Southwest quarter of the Southeast quarter of said Section 2;

THENCE southerly, along said East line, 328.77 feet, more or less, to the South line of last said subdivision;

THENCE continuing southerly, along the West line of the East half of the East half of Section 11 Township 21 North, Range 4 East, W.M., in King County, Washington, a distance of 3950.28 feet, more or less to the Northwest corner of the Southeast quarter of the Southeast quarter of said Section;

THENCE easterly, along the North line of said subdivision, a distance of 588.55 feet to the most Easterly corner of Tract A of Vistara Division 2 according to the plat thereof recorded in Volume 186, Pages 70 through 76, records of King County, Washington;

THENCE southwesterly along the most Easterly line of said Tract A, a distance of 184.6 feet to the Northeast corner of Lot 16 of said plat of Vistara Division 2;

THENCE southerly along the Easterly line of said Lot 16 a distance of 76 feet;

THENCE southwesterly along last said Easterly line 77.96 feet;

THENCE southerly along last said Easterly line 51.73 feet;

THENCE southeasterly along last said Easterly line 78.15 feet;

THENCE southeasterly along said Easterly line and along the Northeast line of tract B of said plat 168 feet to the West Right-of-Way line of "R" Street Northwest as recorded in said plat;

THENCE southerly along said West Right-of Way line, a distance of 40 feet, more or less, to the most Easterly corner of Lot 18 of said plat;

THENCE northwesterly along the Northeast boundary of said Lot 18, a distance of 188.08 feet;

THENCE southeasterly along the Westerly boundary of said Lot 18, a distance of 83.72 feet, more or less, to the most Northerly corner of Lot 19 of said plat;

THENCE southwesterly along the Westerly boundary of said Lot 19, a distance of 64.76 feet;

THENCE southeasterly along the Southwesterly boundary of said Lot 19, a distance of 154.16 feet, to the most Southerly corner of said Lot 19;

THENCE southeasterly along a line crossing said Right-of-Way to the most Northerly corner of Lot 26 of said plat;

THENCE southeasterly along the Northeast boundary of said Lot 26, a distance of 97.69 feet;

THENCE southerly along the Easterly boundaries of Lots 26, 25, 24 of said plat, a distance of 177.26 ft, more or less, to the Northeast corner of Lot 31 of Vistara Division 1 according to the plat thereof recorded in Volume 174, Pages 78 through 83 and according to Alteration Number 1 thereof recorded in Volume 186, Pages 31 through 33, records of King County, Washington;

THENCE southerly and southeasterly along the Eastern boundaries of Lots 31, 32, and 33 of said plat, a distance of 152.14 feet to the Northwest corner of Lot 34 of said plat;

THENCE easterly along the Northerly boundaries of Lots 34 and 35 of said plat, a distance of 80.00 feet to the Northeast corner of Lot 35 of said plat;

THENCE southerly along the Easterly boundary of Lot 35, a distance of 118.02 feet, to the Southeast corner of said lot 35;

THENCE southerly along a line, crossing the 8th Street Northwest Right-of-Way, to the Northeast corner of Lot 14 of said plat;

THENCE continuing southerly along the Eastern boundaries of Lots 14 and 13 of said plat, a distance of 153.10 feet to the North Line of Section 14, Township 21 North, Range 4 East, W.M., in King County, Washington;

THENCE East along said North line, a distance of 501.28 feet, more or less, to the West Right-of-Way line of State Route 181, also known as West Valley Highway;

THENCE southwesterly along said West Right-of-Way line, a distance of 790.91 feet to the Northeast corner of Lot 3 according to the Replat of Lot 4 Block 1 Knickerbocker Heights as recorded in Volume 90, Page 39, records of King County, Washington;

THENCE northwesterly along the Northerly boundary of said Lot 3 a distance of 342.6 feet, more or less, to the Southwest corner of Lot 2 of said Replat;

THENCE north a distance of 100 feet, more or less, along the East line of Lot 1, Auburn Short Plat 0001-89, as recorded under Recording No. 8906271138, records of King County, Washington;

THENCE westerly and southwesterly a distance of 253.5 feet, more or less, along the Northern boundary of said Lot 1 to the most Northerly corner of Lot 2 of said Short Plat;

THENCE southerly a distance of 359.06 feet, more or less, along the Westerly boundaries of Lots 2, 3, and 4 of said Short Plat to the North margin of the Knickerbocker Drive Right-of Way;

THENCE easterly along said North margin of Knickerbocker Drive Right-of Way, a distance of 475 feet, more or less, to the West line of the State Route 181 Right-of-Way which parallels the centerline of State Route 181 Right-of-Way;

THENCE southwesterly along said West line of said State Route 181 Right-of-Way to the Southern terminus of the Northeast corner radius of Lot 2, Block 3, of Knickerbocker Addition, according to the plat thereof, as recorded in Volume 45, Page 93, records of King County, Washington;

THENCE continuing southwesterly along said West line of said State Route 181 Right-of-Way, a distance of 246.18 feet, to the Southeast corner of said Lot 2;

THENCE west along the South line of said Lot 2, a distance of 150 feet;

THENCE southerly and parallel to said Right-of-Way, a distance of 343.66 feet, more or less, to a point on the North line of Lot 3, King County Short Plat No. SP-18-76, as recorded under Recording No. 7611240117, records of King County, Washington;

THENCE westerly along said North line, a distance of 43.82 feet, more or less, to the Northwest corner of said Lot 3;

THENCE southerly along the West line of said Lot 3, a distance of 120.53 feet, to the Southwest corner of said Lot 3;

THENCE westerly along the South line of Lot 2 of last said short plat, a distance of 5 feet more or less to the Northeast corner of Hi-Crest Number 2, according to the Plat thereof recorded in Volume 64, Page 58, records of King County, Washington;

THENCE south along the East line of said plat, a distance of 270 feet, to the Southeast corner of Lot 13 of said plat;

THENCE easterly along the Easterly extension of the South line of said Lot 13, a distance of 58.92 feet;

THENCE southerly, a distance of 94.97 feet to the Northeast corner of Lot B of City of Auburn Lot Line Adjustment 10-87 recorded under Recording Number 8705190464, records of King County, Washington;

THENCE southerly along the easterly boundary of said Lot B a distance of 9.82 feet;

THENCE southwesterly along said Easterly boundary a distance of 127.12 feet;

THENCE southerly parallel with said State Route 181 Right of Way to a line parallel with and 228 feet Northerly of the South line of the Northeast quarter of said Section 14.

THENCE west along said parallel line to a point 80 feet East of the West line of the Southeast quarter of the Northeast quarter of said Section 14;

THENCE south along last said parallel line a distance of 228 feet to the South line of the Northeast quarter of said Section 14 and the centerline of Mountain View Drive;

THENCE westerly along said centerline, a distance of 10 feet, more or less to the point where the centerline of said Mountain View Drive diverges from the South line of said Section 14;

THENCE northwesterly along said centerline, a distance of 154 feet;

THENCE southwesterly along said centerline, a distance of 140 feet;

THENCE northwesterly along said centerline, a distance of 138 feet;

THENCE southwesterly along said centerline, a distance of 80 feet;

THENCE southeasterly along said centerline, a distance of 114 feet;

THENCE southeasterly along said centerline, a distance of 63 feet;

THENCE southeasterly along said centerline, a distance of 140 feet;

THENCE southeasterly along said centerline, a distance of 95 feet;

THENCE southeasterly along said centerline, a distance of 101 feet;

THENCE southwesterly along said centerline, a distance of 910 feet, more or less, to the intersection of the Northwesterly prolongation of the Southwesterly line of the lands described in instrument filed under Recording Number 8512300596, Records of King County, Washington;

THENCE southwesterly along last said line to a point on the West line of the east 470.26 feet of the Northwest quarter of the Southeast quarter of said Section 14 which is 190.27 feet northerly of the South line of said subdivision;

THENCE southerly along the West line of the east 470.26 feet of said Northwest quarter of said Southeast quarter of said Section 14, a distance of 190.27 feet, more or less to the North line of Southwest quarter of the Southeast quarter of said Section 14;

THENCE west along said North line, a distance of 839.29 feet, more or less, to the Northwest corner of said subdivision;

THENCE south along the West line of said subdivision, a distance of 1313.19 feet, more or less, to the Northeast corner of the Northwest quarter of Section 23, Township 21 North, Range 4 East, W.M.;

THENCE south along the East line of said subdivision, a distance of 821.24 feet;

THENCE west, parallel to the North line of the Northwest quarter of said Section 23, a distance of 653.06 feet, more or less, to the Northerly projection of the centerline of 58th Avenue South;

THENCE southerly, along said centerline of 58th Avenue South, to the North line of the Southwest quarter of said Section 23;

THENCE south parallel to the East line of said subsection, a distance of 496 feet, more or less, to the North line of Lot 3, Block 25 of Jovita Heights, according to the plat thereof, as recorded in Volume 20, Page 12, records of King County, Washington;

THENCE east along the North line of said Lot 3, a distance of 80 feet, more or less, to the Northeast corner of said Lot 3;

THENCE southerly along the East line of said Lot 3 and the East line of Lot 4 of said plat to the Northerly margin of Iowa Drive according to said Plat of Jovita Heights, a distance of 92.82 feet;

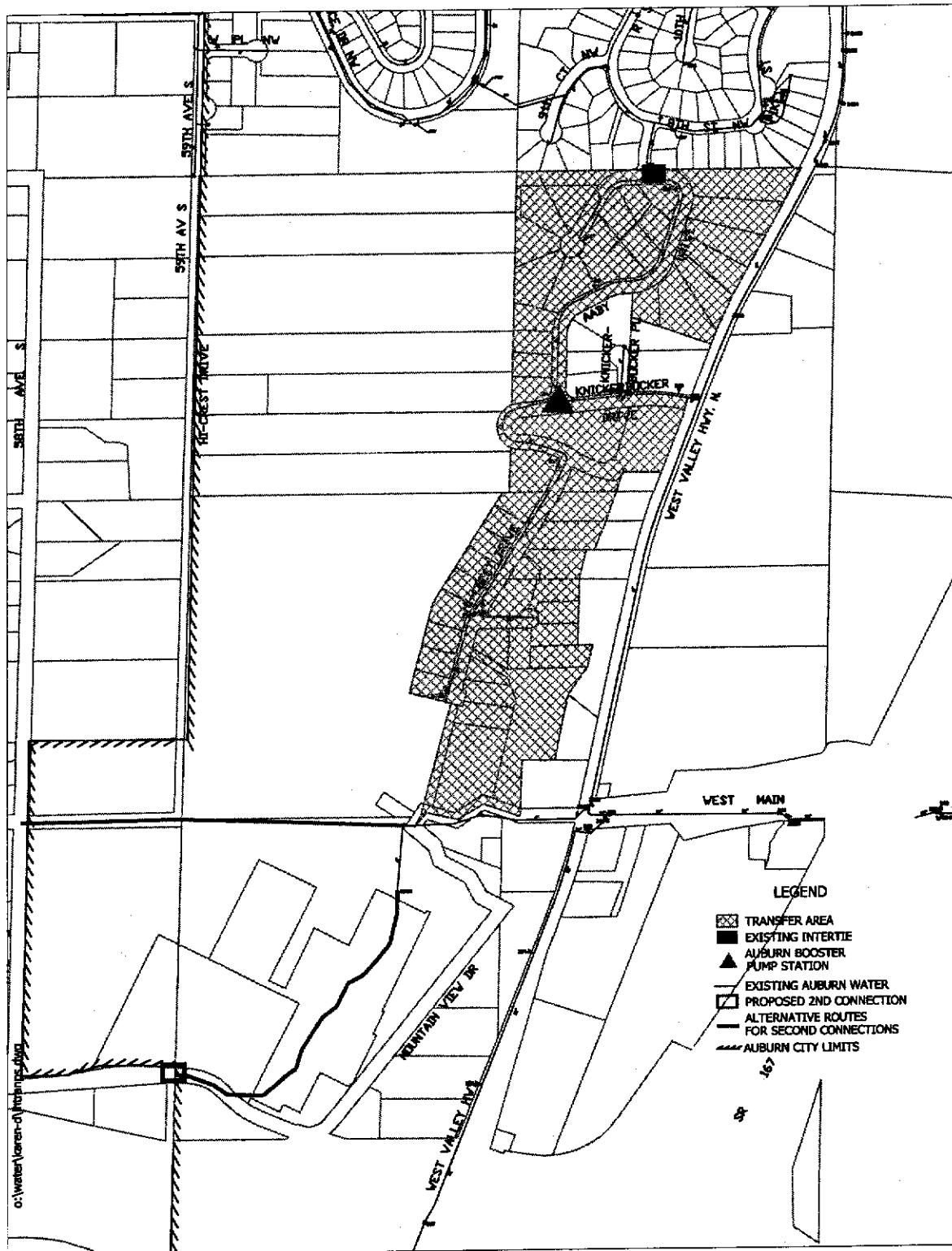
THENCE easterly along said Northerly margin, a distance of 107.89 feet;

THENCE southerly along said Northerly margin, a distance of 114.85 feet;

THENCE southeasterly along said Northerly margin, a distance of 93.86 feet;

THENCE southeasterly along said Northerly margin, a distance of 81.99 feet;

THENCE southeasterly along said Northerly margin, a distance of 390 feet, more or less, to the East line of the Southwest quarter of said Section 23 and the terminus of this boundary description.



ATTACHMENT 3
LAKEHAVEN - AUBURN INTERLOCAL AGREEMENT
ESTABLISHING WATER SERVICE BOUNDARIES
TRANSFER AREA MAP

Attachment 4

LAKEHAVEN UTILITY DISTRICT and CITY OF AUBURN INTERLOCAL AGREEMENT ESTABLISHING WATER SERVICE BOUNDARIES TRANSFER AREA CONDITIONS

1. Auburn will transfer ownership of the water infrastructure within the area depicted on Attachment 3, including but not limited to, the Booster Pump Station on Knickerbocker Drive, via Bill-of-Sale to Lakehaven. Auburn will also ensure the subject water facilities are in good operational condition and provide all documents and drawings pertaining to as-built information and operational manuals for the facilities.
2. Since Lakehaven's existing system alone can not currently provide minimum fire flow requirements, additional water system facility improvements will be required. The facility improvements (hereinafter referred to as the "secondary water line") include approximately 2000 feet of 8-inch water main and a Pressure Reducing Valve (PRV) station. The water main will connect between Lakehaven's water system in its 578-pressure zone, through a PRV station, to the existing water main in Hi-Crest Drive. Two possible routes for the secondary water line are depicted on Attachment 3, but the actual route for the secondary water line shall be the one deemed by both parties to the Agreement to be most beneficial and efficient of all alternatives identified and analyzed at the time design commences, and not necessarily limited to the two routes depicted.
3. Auburn shall design the secondary water line in accordance with Lakehaven's standards, and provide permanent easements as necessary.
4. Lakehaven shall have the secondary water line constructed and will be reimbursed for funds used to construct the secondary water line, including interest, by a Charge-in-lieu-of-Assessment applied to adjacent benefiting lands (currently Auburn's property) that the secondary water line is intended to serve and by applying a surcharge on Lakehaven's water rates to the transferring customers. The surcharge shall be the difference between Auburn's water rates and Lakehaven's water rates and shall remain in place until all amounts owing from the construction of the secondary water line are paid. When all costs have

been reimbursed, the surcharge will no longer apply and the transferred customers will revert to Lakehaven's then-current rates.

5. Auburn shall permanently make available to Lakehaven the current equivalent annual and instantaneous quantity of water necessary to serve the transferring area in exchange for full credit against applicable Capital Facilities Charges of Lakehaven.
6. The current equivalent annual quantity of water is approximately 255 gallons/day/Equivalent Residential Unit (transfer area has ~ 42 ERU's). The instantaneous quantities are defined historically by the total existing Booster Pump Station capacity. The existing Booster Pump Station has a 90 gpm pump and a 300 gpm pump. The water shall be used as needed to provide domestic water service or emergency fire flows. The water rate Lakehaven will pay Auburn shall be Auburn's current wholesale water rate it charges the City of Algona, or the Lakehaven emergency water rate as determined in accordance with the Emergency Water Supply Agreement for the Lakehaven/Auburn Intertie No. 1 as adopted by Auburn Resolution 3443, whichever is less.



200508220499 8 PGS
08-22-2005 10:30am \$0.00
PIERCE COUNTY, WASHINGTON

Return Address:
Auburn City Clerk
City of Auburn
25 West Main St.
Auburn, WA 98001

RECORDER'S COVER SHEET

Document Title(s) (or transactions contained therein):

Interlocal Agreement (RES 3760)

Reference Number(s) of Documents assigned or released:

☐ Additional reference #'s on page ____ of document

Grantor(s)/Borrower(s) (Last name first, then first name and initials)

Auburn, City of

Grantee/Assignee/Beneficiary: (Last name first)

1. Bonney Lake, City of

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)

PER RCW 39.34

☐ Additional legal is on page ____ of document.

Assessor's Property Tax Parcel/Account Number

N/A

☐ Assessor Tax # not yet assigned

RESOLUTION NO. 3 7 6 0

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN ADDENDUM TO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND THE CITY OF BONNEY LAKE FOR THE ESTABLISHMENT OF SANITARY SEWER SERVICE BOUNDARIES

WHEREAS, in March of 1998 the City Council of the City of Auburn adopted Resolution No. 2925 authorizing the Mayor and City Clerk to execute a settlement agreement that was subsequently signed by the City of Auburn and the City of Bonney Lake; and

WHEREAS, among other items, that settlement agreement set forth a water service area boundary between the City of Auburn and the City of Bonney Lake; and

WHEREAS, subsequent to approval of the settlement agreement the Potential Annexation Areas (PAA) for the City of Auburn and City of Bonney Lake were amended to coincide with the water service area boundary; and

WHEREAS, since the time of the agreement it has been found that a parcel was divided by the water service area boundary set forth in said settlement agreement, and by the subsequent PAA boundary established based on the water service area boundary, and said parcel lies partially within and partially outside of the Auburn PAA; and

WHEREAS, part of the Lake Tapps Parkway East extension's right-of-way also lies partially within and partially outside of the Auburn water service area boundary established by the settlement agreement, and partially within and partially outside the subsequent PAA boundary established based on the water service area boundary; and

WHEREAS, sound growth management and transportation planning principles are best served by including entire parcels and entire street right-of-ways entirely within a PAA.

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

Section 1. The Mayor and City Clerk are hereby authorized to execute Addendum No. 1 to the Settlement Agreement between the City of Auburn and the City of Bonney Lake in substantial conformity with the Addendum attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

Section 2. That the Mayor is authorized to implement such other administrative procedures as may be necessary to carry out the directives of this legislation.

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

Dated and Signed this 7th day of February, 2005.

CITY OF AUBURN



PETER B. LEWIS
MAYOR

ATTEST:



Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

ADDENDUM NO. 1

ADDENDUM TO SETTLEMENT AGREEMENT BETWEEN THE CITY OF BONNEY LAKE AND THE CITY OF AUBURN RELATING TO WATER SERVICE AREA BOUNDARY

THIS ADDENDUM is made and entered into this 14th day of February, 2005, by and between the **CITY OF BONNEY LAKE**, a municipal corporation of the State of Washington (hereinafter referred to as "Bonney Lake") and the **CITY OF AUBURN**, a municipal corporation of the State of Washington (hereinafter referred to as the "Auburn"), as an addendum to the Settlement Agreement between the parties executed on the 5th day of March, 1998.

WITNESSETH:

WHEREAS, in March 1998 the City Council of the City of Auburn passed Resolution No. 2925 authorizing the Mayor and City Clerk to execute a settlement agreement that was subsequently signed by the City of Auburn and the City of Bonney Lake; and

WHEREAS, among other items, the settlement agreement set forth a water service area boundary between the City of Auburn and the City of Bonney Lake; and

WHEREAS, Exhibit B to the settlement agreement implied that Auburn's Urban Growth Area (UGA) was established to conform with the water service area boundary set forth in the settlement agreement; and

WHEREAS, subsequent to approval of the settlement agreement the Potential Annexation Area (PAA) for the City of Auburn was amended to coincide with the water service area boundary; and

WHEREAS, Exhibit B to the settlement agreement stated that the UGA and water service area boundary was established to follow property lines; and

WHEREAS, since the time of the agreement it has been found that a parcel was divided by the water service area boundary set forth in said settlement agreement, and by the subsequent PAA boundary established based on the water service area boundary, and said parcel lies partially within and partially outside of the Auburn PAA; and

WHEREAS, part of the Lake Tapps Parkway East extension's right-of-way also lies partially within and partially outside of the Auburn water service area boundary established by the settlement agreement, and partially within and partially outside the subsequent PAA boundary established based on the water service area boundary; and

WHEREAS, sound growth management and planning principles are best served by including entire parcels within a PAA.

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the PARTIES DO HEREBY AGREE as follows:

ITEM ONE: ADDITION OF PROPERTY

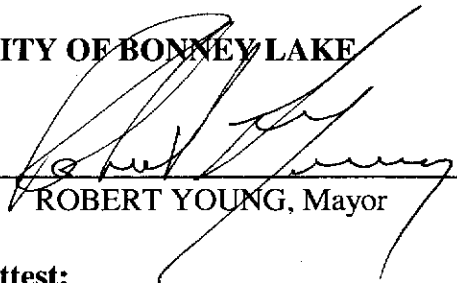
The Settlement Agreement is revised to include a portion of Pierce County parcel # 052005-4046, a portion of the Lake Tapps Parkway as it extends from the west boundary of 182nd Ave East west to Auburn's existing Urban Growth Area, and a portion of the natural gas pipe line parcel as noted in the attached Exhibit C. Exhibit C, attached hereto and incorporated by reference as if fully set forth herein, shall provide both a graphical representation and a legal description for the parcels that are to be included in Auburn's UGA for urban services and incorporated into the area that Bonney Lake shall be the water purveyor for within Auburn's UGA as defined in the original settlement agreement between Auburn and Bonney Lake.

ITEM TWO: REMAINING TERMS UNCHANGED:

That all other provisions of the Settlement Agreement between the parties executed on the 5th day of March, 1998, shall remain unchanged, and in full force and effect.


IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF BONNEY LAKE



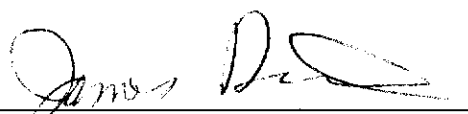
ROBERT YOUNG, Mayor

Attest:



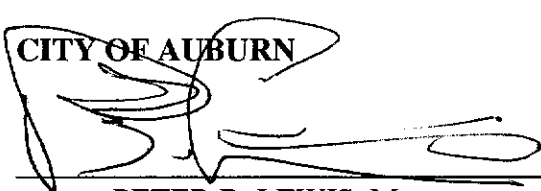
Harwood Edvalson, City Clerk

Approved as to form:




James Dionne, City Attorney

CITY OF AUBURN



PETER B. LEWIS, Mayor

Attest:



Danielle E. Daskam, City Clerk

Approved as to form:



Daniel B. Heid, City Attorney

EXHIBIT C
ADDENDUM 1
AUBURN BONNEY LAKE SETTLEMENT AGREEMENT

LEGAL DESCRIPTION OF AREA

THAT PORTION OF SECTION 5, TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M. IN PIERCE COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 5 A DISTANCE OF 1360 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF THE LANDS CONVEYED TO EL PASO NATURAL GAS COMPANY BY DEED RECORDED UNDER PIERCE COUNTY AUDITOR'S NUMBER 2410280;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE A DISTANCE OF 1880 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 700 FEET, MORE OR LESS, TO THE WEST LINE OF THE LANDS GRANTED TO PIERCE COUNTY FOR 182ND AVENUE EAST DESCRIBED IN DEED RECORDED UNDER PIERCE COUNTY AUDITOR'S NUMBER 2257762;

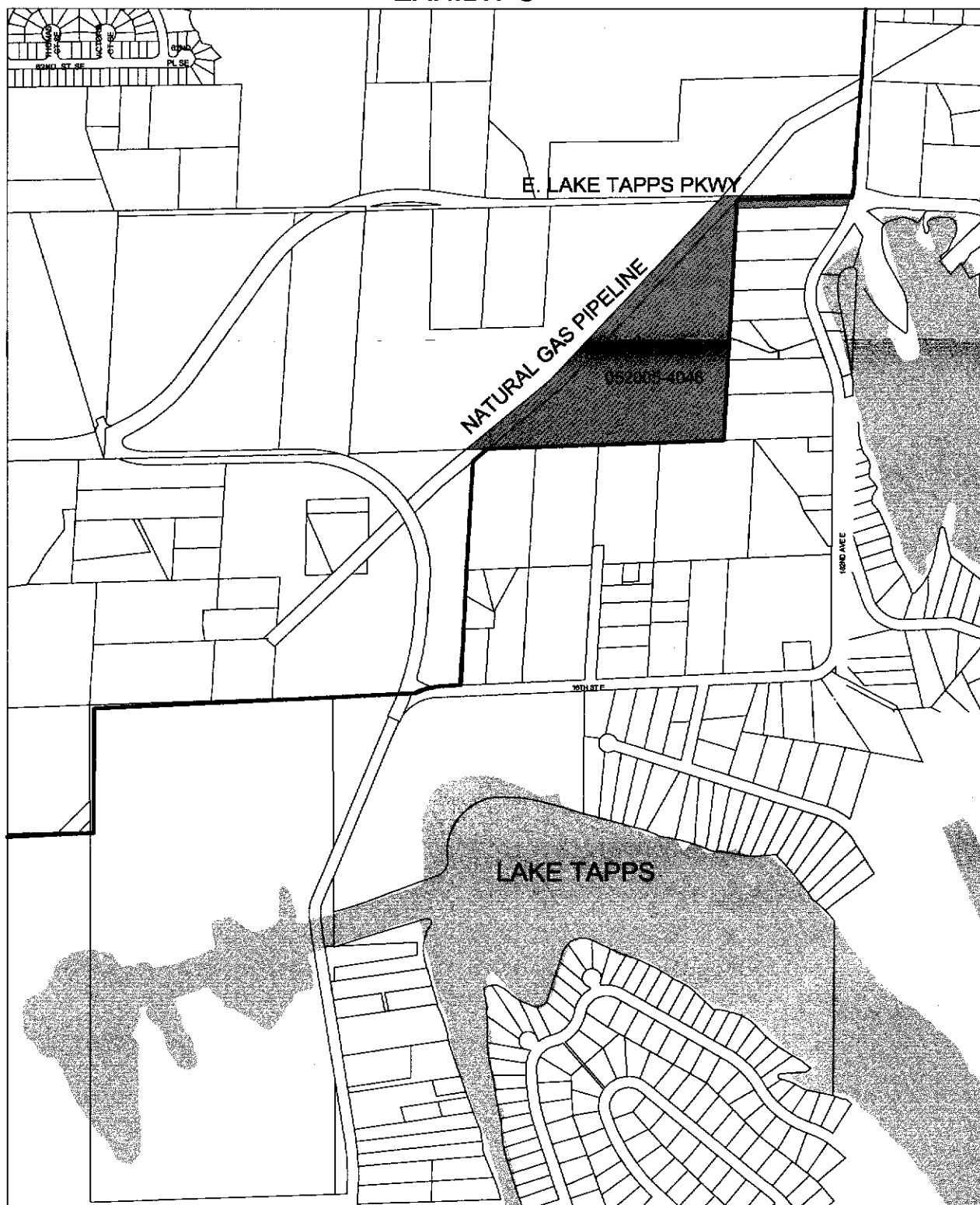
THENCE SOUTHERLY ALONG THE WEST LINE OF 182ND AVENUE EAST AS DESCRIBED IN SAID INSTRUMENT A DISTANCE OF 40 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE LANDS CONVEYED TO PIERCE COUNTY IN DEED RECORDED UNDER AUDITORS FILE NUMBER 9902110924;

THENCE WESTERLY ALONG LAST SAID SOUTH LINE AND ALONG THE SOUTH LINE OF THE LANDS CONVEYED TO PIERCE COUNTY IN DEED RECORDED UNDER AUDITORS FILE NUMBER 200405180889 AND DEPICTED IN MAP ON FILE IN THE OFFICE OF THE DIRECTOR OF PIERCE COUNTY PUBLIC WORKS AND UTILITIES IN TACOMA, WASHINGTON, ENTITLED "LAKE TAPPS PARKWAY EAST - RIGHT OF WAY PLAN - CRP 5486" AND BEARING APPROVAL DATE OF NOVEMBER 17, 2003, A DISTANCE OF 600 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5 A DISTANCE OF 1220 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

H:\StaffFiles\WQ\Utility - Sewer\Auburn\Bonne Lake\Addendum Settlement Legal Description.DOC

EXHIBIT C



Return Address:
Auburn City Clerk
City of Auburn
25 West Main St.
Auburn, WA 98001



20060210002255

PACIFIC NW TIT INTERLOCA 44.00
PAGE 001 OF 013
02/10/2006 15:46
KING COUNTY, WA

RECORDER'S COVER SHEET

Document Title(s) (or transactions contained therein):

Interlocal Agreement (Resolution No. 3817)

PNWT-W3326-12

⑬/44

Reference Number(s) of Documents assigned or released:

☐ Additional reference #'s on page _____ of document

Grantor(s)/Borrower(s) (Last name first, then first name and initials)

Auburn, City of

Grantee/Assignee/Beneficiary: (Last name first)

1. Covington Water District
2. King County Water District No. 111

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)

PER RCW 39.34

☐ Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

N/A

☐ Assessor Tax # not yet assigned

Said document(s) were filed for
record by Pacific Northwest Title as
accommodation only. It has not been
examined as to proper execution or
as to its affect upon title.

RESOLUTION NO. 3817

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERIM WATER SALES AGREEMENT BETWEEN THE CITY OF AUBURN AND COVINGTON WATER DISTRICT AND WATER DISTRICT NO. 111

WHEREAS, the City Council of the City of Auburn, Washington, adopted Resolution No. 3482 on June 17, 2002, authorizing the execution of an Interim Water Sales Agreement between Covington Water District (Covington), King County Water District No. 111 (WD 111) and the City of Auburn (Auburn) under the authority of their respective enabling legislation and under the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS, the parties desire to continue the intent of the Agreement to avoid unpredictable water sales and create a predictable and reliable cost for wholesale water to be sold by Auburn to Covington and WD 111; and

WHEREAS, it is in the public interest for the parties herein to continue the intent of the interim water sales agreement; and

WHEREAS, this Agreement supersedes and replaces the Interim Water Sales Agreement between Auburn, Covington and WD 111, which was approved by Resolution No. 3482 and executed on June 17, 2002.

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

Section 1. The Mayor is hereby authorized to execute an Interim Water Sales Agreement between Auburn and Covington and WD 111 in substantial conformity with the agreement attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

Section 2. That the Mayor is authorized to implement such other administrative procedures as may be necessary to carry out the directives of this legislation.

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

Dated and Signed this 22nd day of February, 2005.

CITY OF AUBURN



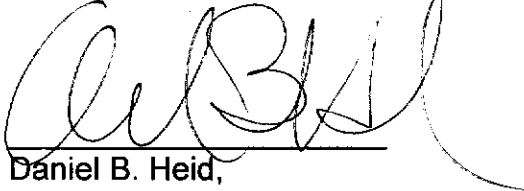
PETER B. LEWIS
MAYOR

ATTEST:



Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

Exhibit "A"

**INTERIM WATER SALES AGREEMENT
between
COVINGTON WATER DISTRICT,
KING COUNTY WATER DISTRICT NO. 111
and the
CITY of AUBURN**

This Agreement ("Agreement") is made and entered into this 22nd day of February 2005, by and between Covington Water District (Covington) a Municipal Corporation, King County Water District No. 111 (WD III), a Municipal Corporation (collectively referred to herein as "the Districts") and the City of Auburn (Auburn), a Municipal Corporation.

Recitals:

- A. The parties to this Agreement are also parties to "Interlocal Agreement 2 for the Lea Hill Intertie Project between Covington Water District, King County Water District #111, and the City of Auburn" ("IA2").
- B. The parties desire to avoid unpredictable water sales and create a predictable and reliable cost for wholesale water to be sold by Auburn to the Districts.
- C. By guaranteeing a minimum purchase of water for a given period of time, i.e., a take or pay approach, the cost of water, which to a significant extent is based on peaking factors, can be minimized for all of Auburn's customers.

- D. This Agreement is intended to establish a rate for a fixed block of water for the mutual benefit of the parties of this Agreement.
- E. It is in the interest of the Districts to have a predictable supply of water available, and in Auburn's interest to have a predictable and consistent source of revenue from the sale of such water.
- F. The parties are authorized to enter into this Agreement under the authority of their respective enabling legislation and under the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act.
- G. The 1.5 million gallons of water per day ("MGD") take or pay water provided for in this Agreement is a portion of and not in addition to the 5 MGD as addressed in IA2.

Now, therefore, in consideration of the mutual covenants and promises

contained herein, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

- 1) **TAKE OR PAY:** The Districts agree to purchase an average of 1.5 MGD of water from Auburn on a take or pay basis. Take or pay shall mean that the Districts shall pay for 1.5 MGD whether or not the water is actually taken by the Districts (the "take or pay" water also referred to in this Agreement as "the Block" of water; provided

the Block of water may be modified as set forth in Paragraph 5 "Annual Review and Adjustment" herein). If the Districts cannot accept 1.5 mgd due to an emergency, as defined in Paragraph 7, they will be billed for the water they receive at the Block rate.

2) CHARGES FOR WATER: The Districts shall pay the rate per one hundred cubic feet of water ("CCF") for the 1.5 MGD Block shown in Exhibit 1, attached hereto, which is by this reference incorporated, except as further addressed in Paragraph 3 herein. Any water taken in excess ("Excess Water") during the summer (June 1 through September 30) shall be billed at the summer overage rate shown in Exhibit 1. Any water taken during an emergency within the Covington and/or WD 111 systems, as defined in Paragraph 7, shall be billed at the 1.5 mgd Block rate. Auburn shall send one monthly bill to WD 111 for all water purchased by the Districts.

3) QUANTITY AVAILABLE / DELIVERED: The 1.5 MGD Block of water shall be defined as a block of water to be delivered at an average rate of 1.5 MGD measured over a rolling 3 day period with total quantities delivered within any single day being no more than 10% more or less than 1.5 MGD at the Auburn Intertie Pump Station meter (Master Meter). If the Districts are unable for any reason to accept the Block of water, the minimum monthly payment shall be 1.5 MGD multiplied by the rate then in effect pursuant to Paragraph 2 above. If Auburn is

unable to deliver the amount of water requested by the Districts, up to the Block of water, then Auburn will bill the Districts for the amount of water actually delivered at the block rate pursuant to Paragraph 2 above. For the take or pay water Block provided for herein, the Districts will be served on the same basis and with the same reliability as service is provided to Auburn's retail customers, and any curtailment, restrictions or limitations on delivery shall be on same basis as curtailment, restrictions or limitations on delivery to Auburn's retail customers.

4) ANNUAL TRUE UP OF THE TAKE OR PAY QUANTITY

DELIVERED: The Master Meter is located at the Lea Hill Intertie Pump Station to measure the flow of water.

The Master Meter will be read in January of each year to adjust for differences between the Master Meter and the water calculated to have been sold under this "take or pay" agreement. Billing for differences between the Master Meter and the calculated quantities will be charged or credited at the "take or pay" rate to the District's accounts.

5) ANNUAL REVIEW AND ADJUSTMENT: The initial Block of 1.5 MGD shall remain in effect through December 31, 2010. Each year, the "take or pay" Block may be increased by mutual agreement. By September 1 of each year the Districts shall notify Auburn of their

intent to continue without change or request an increase in the Block quantity. Any requested change in the Block quantity would be effective January 1 of the year following the request. In the event that neither party communicates its intent under this provision, the Block shall be deemed to continue unchanged.

6) TERM: This Agreement shall remain in full force and effect from the first day of the month following the execution of this Agreement through December 31, 2010; provided that this Agreement shall automatically be renewed for an additional year at the conclusion of the term of this Agreement or any extension thereof unless any party provides the others with notice of an intent not to extend this Agreement, which notice shall be received by the other parties not less than one year prior to the expiration of the term of this Agreement or any extension thereof. The termination of this Agreement shall not affect any rights or obligations under IA2.

7) EMERGENCIES: For purposes of this Agreement, an emergency shall be defined as resulting from a water shortage, a major water line break, fire demand, contamination to the water supply system, mechanical equipment failure, electrical equipment failure or Puget Sound Energy facility failure, or any other mutually agreed upon emergency within the water supply system. An emergency period shall be for no more than five (5) working days without written request

by the Districts and approval by Auburn in writing to extend the emergency period. The City may change, reduce or limit the time for or temporarily discontinue any water supplied for an emergency in excess of the Block quantity without notice. Prior to a planned interruption or limiting of emergency service, the City will notify the Districts of such not less than three days prior to the service disruption. The City agrees to use best efforts and reasonable diligence to notify the Districts as soon after it becomes aware of the need for emergency service disruption and further will, to the extent practical, limit the service disruption to daylight hours.

8) JOINT AND SEVERAL OBLIGATION: The obligation of the Districts as set forth therein shall be a Joint and Several obligation of the Districts. Allocation of the take or pay Block of water and the payment for such water shall be negotiated between the Districts outside of this Agreement.

9) PRIOR AGREEMENT SUPERSEDED: This Agreement supersedes and replaces the Interim Water Sales Agreement between Auburn, Covington and WD 111 executed on June 17, 2002.

In witness whereof the participants hereto have caused this
Agreement to be executed by their proper officers on the
22nd day of February, 2005.

CITY OF AUBURN



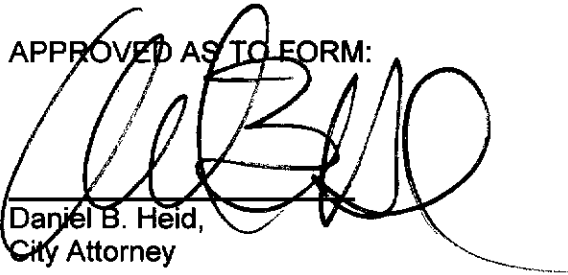
PETER B. LEWIS
MAYOR

ATTEST:



Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



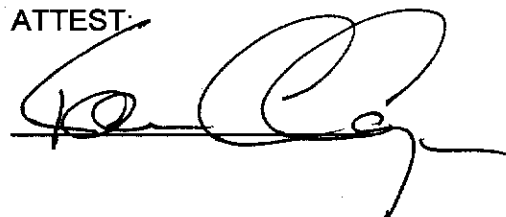
Daniel B. Heid,
City Attorney



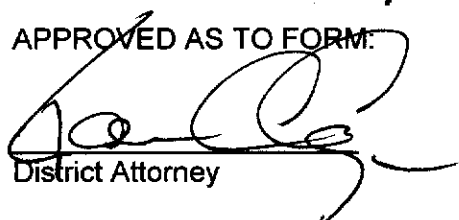
COVINGTON WATER DISTRICT


JUDY NELSON
GENERAL MANAGER

ATTEST:



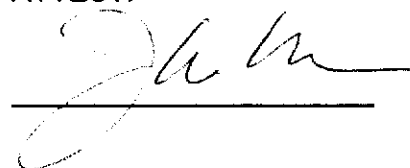
APPROVED AS TO FORM:


District Attorney

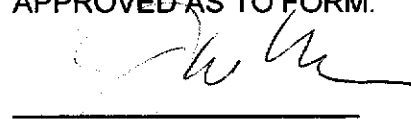
KING COUNTY WATER DISTRICT NO. 111


WILLIAM C. HALL
GENERAL MANAGER

ATTEST:



APPROVED AS TO FORM:


District Attorney



Interim Water Sales Agreement
Between
Covington Water District,
King County Water District No. 111
And the
City of Auburn

Exhibit 1

Take or Pay Monthly Rates				
Year	Base Charge*	1.5 MGD and Winter Overage Rate	Summer Overage	
2005	\$175.00	\$0.85	1.5 MGD rate + \$0.25	
2006	\$175.00	\$0.85	1.5 MGD rate + \$0.25	
2007	\$175.00	\$0.85	1.5 MGD rate + \$0.25	
2008	\$175.00	0.85 X CPI**	1.5 MGD rate + \$0.25	
2009	\$175.00	2008 Rate X CPI**	1.5 MGD rate + \$0.25	
2010	\$175.00	2009 Rate X CPI**	1.5 MGD rate + \$0.25	

*Covington and WD 111 are each responsible for paying a Base Charge of \$175.00 per month per district.

** CPI means the Consumer Price Index – Urban for the Seattle – Tacoma – Bremerton area for the month of October of the prior year, divided by the October value of the year prior to that (see example below).

Example:

CPI for 2008 equals the October 2007 CPI value divided by the October 2006 value.

RESOLUTION NO. 3886

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY AND NEW CINGULAR WIRELESS PCS, LLC, FOR THE PURPOSE OF LEASING PROPERTY FOR COMMUNICATION EQUIPMENT

THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HEREBY RESOLVES as follows:

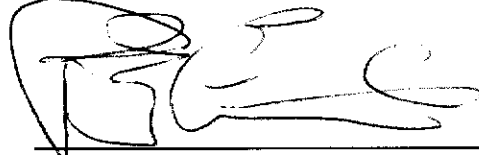
Section 1. The Mayor and City Clerk of the City of Auburn are herewith authorized to execute a Lease Agreement between the City and New Cingular Wireless PCS, LLC, in substantial conformity with the agreement attached hereto, for the purpose of leasing property at 5702 South 316th Street, Auburn, for communication equipment. A copy of said Agreement is attached hereto and denominated Exhibit "A" and incorporated herein by this reference.

Section 2. That the Mayor is authorized to implement such other administrative procedures as may be necessary to carry out the directives of this legislation.

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

Dated and Signed this 19th day of Sept, 2005.

CITY OF AUBURN



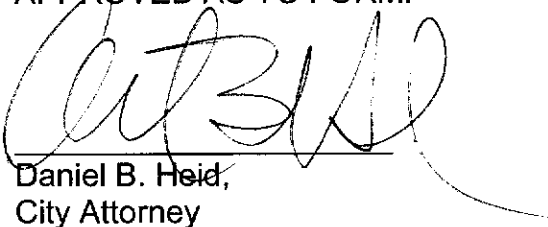
PETER B. LEWIS
MAYOR

ATTEST:



Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease") is by and between the City of Auburn, a municipal corporation under the existing laws of the State of Washington, having a mailing address of 25 West Main, Auburn, WA 98001 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless Services of Washington, LLC, an Oregon limited liability company, dba AT&T Wireless, by AT&T Wireless Services, Inc., a Delaware corporation, its Member, having a mailing address of 6100 Atlantic Boulevard, Norcross, GA 30071 ("Tenant").

1. Lease Agreement.

(a) Landlord hereby leases to Tenant a portion of the real property legally described as follows:

"THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 4 EAST W.M., EXCEPT THE WEST 663 FEET OF THE NORTH 663 FEET OF THE SOUTH 693 FEET THEREOF, AND EXCEPT THE SOUTH 30 FEET THEREOF CONVEYED TO THE CITY OF AUBURN FOR SOUTH 316TH STREET, BY INSTRUMENT RECORDED UNDER RECORDING NO. 8503210865 AS PROVIDED BY RESOLUTION NO. 1565 OF THE CITY OF AUBURN; SITUATE IN THE CITY OF AUBURN, COUNTY OF KING, STATE OF WASHINGTON",

(collectively referred to hereinafter as the "Property").

The Lease includes the right to operate a personal communications service antenna installation on Landlord's property, on the terms and conditions set forth herein.

(b) Tenant agrees to the Lease, subject to the following terms and conditions. Landlord hereby leases to Tenant the use of that portion of the Property as legally described as follows:

"COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 663.0 FEET OF THE NORTH 663.0 FEET OF THE SOUTH 693.0 FEET OF THE NORTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 4 E., W.M.; THENCE NORTH 0° 25' 35" EAST ALONG THE EAST LINE OF SAID PARCEL 249.00 FEET; THENCE SOUTH 89 ° 34' 25" EAST 40.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 ° 34' 25" EAST 80.00 FEET; THENCE SOUTH 0 ° 25' 35" WEST 75.00 FEET; THENCE NORTH 89 ° 34' 25" WEST 80.00 FEET; THENCE NORTH 0 ° 25' 35" EAST 75.00 FEET TO THE TRUE POINT OF BEGINNING; SITUATED IN THE CITY OF AUBURN, RECORDS OF KING COUNTY, WASHINGTON"

(collectively referred to hereinafter as the "Lease Area").

The Lease Area, located at 5702 South 316th Street, Auburn, Washington, comprises approximately an area not to exceed 6,000 square feet.

(c) The Lease shall be nonexclusive and shall not preclude Landlord from granting a similar lease, right, license, franchise, etc., to other carriers or other persons for telecommunications or any other purpose, so long as the subsequent agreement protects Tenant's rights granted by this Lease.

(d) Landlord further hereby leases to Tenant the use of that portion of the Property as legally described as follows:

"BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 663.0 FEET OF THE NORTH 663.0 FEET OF THE SOUTH 693.0 FEET OF THE NORTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 11, TOWNSHIP 21 NORTH RANGE 4 E., W.M.; THENCE NORTH 0 ° 25' 35" EAST 249.00 FEET; THENCE SOUTH 89 ° 34' 25" EAST 40.00 FEET; THENCE SOUTH 0 ° 25' 35" WEST 75.00 FEET THENCE SOUTH 89 ° 34' 25" EAST 80.00 FEET; THENCE SOUTH 0 ° 25' 35" WEST 47.00 FEET; THENCE NORTH 89 ° 34' 25" WEST 90.00 FEET; THENCE SOUTH 0 ° 25' 35" WEST 40.00 FEET; THENCE SOUTH 48 ° 00' 00" EAST 80.00 FEET; THENCE SOUTH 23 ° 30' 00" EAST 33.60 FEET MORE OR LESS TO THE NORTH MARGIN OF SOUTH 316TH STREET; THENCE SOUTH 88 ° 39' 09" WEST ALONG SAID NORTH MARGIN 103.52 TO THE POINT OF BEGINNING; SITUATED IN THE CITY OF AUBURN, RECORDS OF KING COUNTY, WASHINGTON"

(collectively referred to hereinafter as the "Access and Utility Easement").

The Access and Utility Easement comprises approximately an area not to exceed 16,155 square feet.

2. Term. The initial term of this Lease shall be five (5) years commencing on September 1, 2005 ("Commencement Date"), and terminating at midnight on the last day of the initial term ("Initial Term").

3. Antenna Facilities. Tenant may use the Lease Area for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities necessary for the operation of a telecommunications facility as well as for access and utilities. These facilities include an antenna tower (not to exceed 150 feet in height) and base, together with a supporting outbuilding for housing of electronic equipment related to the antennas and wireless communications system and an emergency generator (collectively, the "Antenna Facilities"), the maintenance of which shall not violate ACC 8.28.010 regarding noise.

4. Rent. Tenant shall pay Landlord, as rent, Twelve Thousand and no/100 dollars (\$12,000.00) per year ("Rent"). Rent shall be payable within twenty (20) days following the Commencement Date and thereafter the Rent will be payable yearly, no later than the anniversary of the Commencement Date to City of Auburn Water Utility Fund, Account Number 430.369.900, at Landlord's address specified in Section 12 below. The Rent shall increase annually over the Rent payable the preceding year in proportion to the increase of the "All Items" category of the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics of the U.S. Department of Labor for Seattle-Everett Metropolitan Area (the "Index"). The first adjustment shall be based on the amount, if any, by which the Index for the 12th month of the Lease term has increased over the Index for the month preceding the commencement of the lease term. Subsequent adjustments will be based on the amount, if any, by which the Index for each subsequent 12th month of the Lease term has increased over the Index for the 12th month of the preceding 12-month period. It shall be the responsibility of the Landlord to track the CPI and notify the Tenant of increases or reductions in the Rent. Landlord shall notify Tenant within 90 days of the commencement of the Renewal Term as to the revised

rate at which the Rent shall be increased annually thereafter. Landlord will invoice Tenant for back Rent due or refund over payment as necessary to correct the payment received for the first year of the Renewal Term. If at any time the CPI ceases to incorporate a significant number of items, if a substantial change is made in the method of establishing the CPI, or if issuance of the CPI shall be discontinued, then the Landlord and Tenant shall mutually agree upon another standard recognized cost of living index issued by the United States Government, provided that if the parties cannot reach agreement on such other standard cost of living index, then the Landlord shall select the index closest to the CPI. In either case, the substitute index chosen shall result in increases in the Rent similar to those that had been, or would have been, generated by the CPI. If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be refunded to Tenant within sixty (60) days.

5. Renewal. Tenant may extend this Lease for (5) additional, five-year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, including the Rent increase set forth in Section 4, above. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. Landlord may, during any Renewal Term, notify Tenant, in writing, of Landlord's intention not to renew this Lease for an additional Renewal Term, which notice shall be provided to Tenant at least one hundred and eighty (180) days prior to the expiration of the then in effect Renewal Term. Landlord may, during the final one hundred and eighty (180) days of the Initial Term or any Renewal Term, conduct a market survey to determine the fair market value of the Lease. The Rent for the next Renewal Term will be established by the results of the market survey with each subsequent years Rent governed by the terms of Section 4, however, under no circumstance will the Rent decrease as a result of the market survey below the amount of the most recently established rate in existence prior to the market survey. If Landlord and Tenant cannot reach agreement on the Rent for the next Renewal Term **prior to the end of the initial or any renewal term** the Lease will not renew. If Tenant shall remain in possession of the Lease Area at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Tenant and Landlord shall not operate in a manner which interferes with the other party's operations on the Property. Tenant's Antenna Facilities and the use thereof shall not interfere with the use of any other communication or similar equipment of any kind and nature owned or operated by Landlord or other lessee, licensees, franchisees, etc., existing and operating on the Property prior in time to the commencement of this Lease, and subsequent to the installation by Tenant of the Antenna Facilities, Landlord agrees to exercise reasonable care to assure equipment of subsequent providers leasing space on the Property does not interfere with Tenant's Antenna Facilities operations. The Landlord, however, is not in any way responsible or liable for any interference with Tenant's use of Landlord's Property, which may be caused by the use and operation of any other tenant's equipment, even if caused by new technology, so long as such equipment continues to operate within its existing frequencies and in compliance with all applicable laws and FCC rules and regulations. In the event there is interference between Tenant and any third party, such interference will be resolved by and between the parties affected; however, if such interference cannot be resolved to Tenant's satisfaction within forty-eight (48) hours from commencement of such interference, then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, to terminate this Lease upon 30 days notice to Landlord and restore the Landlord's Property to its original condition, reasonable wear and tear and loss due to casualty or other causes beyond Tenant's control excepted.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Lease Area, improvements, personal property and facilities necessary to operate its communications system, including, antenna tower and base, radio transmitting and receiving antennas, and related cables and conduits, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including coaxial cable, base units and other associated equipment as such location based system may be permitted by any county, state or federal agency/department. Tenant shall have the right to alter, replace, and expand within the confines of the Lease Area as defined in Section 1 and without interference to other providers / tenants, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall not interfere with any aspects of construction, including, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant shall, at its sole expense, secure the Lease Area with a perimeter security fence including a gate at the entrance.

(c) Tenant shall, at Tenant's expense, keep and maintain the Lease Area and Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and loss due to casualty or other causes beyond Tenant's control excepted. Upon termination or expiration of this Lease, the Lease Area and Antenna Facilities areas shall be returned to Landlord in good, usable condition, normal wear and tear and loss due to casualty or other causes beyond Tenant's control excepted, within ninety (90) days.

(d) Tenant shall have the right to install utilities, power and telephone, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to cooperate with Tenant in its reasonable efforts to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. Landlord shall diligently correct any variation, interruption or failure of utility service within Landlord's control.

(e) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Lease Area ("Access") at all times during the Initial Term of this Lease and any Renewal Term. In the event Landlord, its employees or agents unreasonably deny Access to Tenant, its employees or agents, Tenant shall, without waiving any other rights that it may have at law or in equity, deduct from Rent amounts due under this Lease an amount equal to Fifty and no/100 Dollars (\$50.00) per day for each day that Access is impeded or denied.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) immediately if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon ninety (90) days' written notice by Tenant if the Lease Area or the Antenna Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(e) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Lease Area unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking.

(f) Landlord may terminate this Lease if Landlord needs the Lease Area for expansion of Landlord's responsibility to provide its services, and Landlord has no reasonable or economical alternative site available, provided Landlord provides Tenant written notice twelve (12) months in advance of Landlord's need to re-establish Landlord's sole use of the Lease Area. Upon Tenant's receipt of written notice, Tenant shall have six (6) months to submit to Landlord alternative locations for its Antenna Facilities. Such alternative locations may be on the Property or other properties owned or managed by Landlord. Landlord shall evaluate such alternatives and advise Tenant in writing if one or more of the alternatives is suitable to accommodate Tenant's Antenna Facilities. To be a suitable alternative location, such location will not unreasonably result in any interruption of the communications service of Tenant on Landlord's Property; nor will it impair, or in any manner alter, the quality of communications service provided by Tenant on and from Landlord's owned or managed properties. Tenant shall submit additional relevant information to assist the Landlord in making such evaluation. Landlord shall give each alternative location proposed by Tenant full and fair consideration, within a reasonable time so as to allow for the relocation work to be performed in a timely manner. If, in Tenant's reasonable judgment, no suitable alternative location can be found, Tenant shall remove its Antenna Facilities as otherwise provided in this Section 7 (c) of this Lease. If an alternative location for Tenant's Antenna Facilities is found, Landlord and Tenant agree to enter into a new Lease Agreement with the same terms and conditions of this Lease.

(g) If, during the term of this Lease there is a determination made pursuant to an official unappealable order of the Federal Communications Commission or any other applicable law, order, ordinance, regulation, directive, or standard as stated above that use of the Antenna Facilities by the Tenant poses a human health hazard which cannot be remediated, then (a) Tenant shall immediately cease all operations of the Antenna Facilities, and (b) the Lease shall terminate as of the date of such order without further liability. If for reasons related to public health, safety or welfare, Landlord determines that this Lease must be terminated, then Landlord reserves rights of unilateral termination and will do so by providing Tenant with a six (6) month written notice.

(h) Tenant shall be entitled to a pro rata refund of its prepaid Rent for any termination of this Lease by Landlord pursuant to Subsection 8(f) or 8(g).

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party (i) fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this Lease and fails to diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting party.

10. Taxes. Landlord shall pay when due all real property taxes or other fees and assessments for the Property, including the Lease Area. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, State leasehold tax, excise tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments, State leasehold

(d) immediately upon written notice by Tenant if the Lease Area or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement on a prorated basis of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Lease Area and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Lease Area unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking.

(f) Landlord may terminate this Lease if Landlord needs the Lease Area for expansion of Landlord's responsibility to provide its services, and Landlord has no reasonable or economical alternative site available, provided Landlord provides Tenant written notice twelve (12) months in advance of Landlord's need to re-establish Landlord's sole use of the Lease Area. Upon Tenant's receipt of written notice, Tenant shall have six (6) months to submit to Landlord alternative locations for its Antenna Facilities. Such alternative locations may be on the Property or other properties owned or managed by Landlord. Landlord shall evaluate such alternatives and advise Tenant in writing if one or more of the alternatives is suitable to accommodate Tenant's Antenna Facilities. To be a suitable alternative location, such location will not unreasonably result in any interruption of the communications service of Tenant on Landlord's Property; nor will it impair, or in any manner alter, the quality of communications service provided by Tenant on and from Landlord's owned or managed properties. Tenant shall submit additional relevant information to assist the Landlord in making such evaluation. Landlord shall give each alternative location proposed by Tenant full and fair consideration, within a reasonable time so as to allow for the relocation work to be performed in a timely manner. If, in Tenant's reasonable judgment, no suitable alternative location can be found, Tenant shall remove its Antenna Facilities as otherwise provided in this Section 7 (c) of this Lease. If an alternative location for Tenant's Antenna Facilities is found, Landlord and Tenant agree to enter into a new Lease Agreement with the same terms and conditions of this Lease.

(g) If, during the term of this Lease there is a determination made pursuant to an official unappealable order of the Federal Communications Commission or any other applicable law, order, ordinance, regulation, directive, or standard as stated above that use of the Antenna Facilities by the Tenant poses a human health hazard which cannot be remediated, then (a) Tenant shall immediately cease all operations of the Antenna Facilities, and (b) the Lease shall terminate as of the date of such order without further liability. If for reasons related to public health, safety or welfare, Landlord determines that this Lease must be terminated, then Landlord reserves rights of unilateral termination and will do so by providing Tenant with a six (6) month written notice.

(h) Tenant shall be entitled to a pro rata refund of its prepaid Rent for any termination of this Lease by Landlord pursuant to Subsection 8(f) or 8(g).

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party (i) fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this Lease and fails to diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting party.

10. Taxes. Landlord shall pay when due all real property taxes or other fees and assessments for the Property, including the Lease Area. In the event that Landlord fails to pay

any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, State leasehold tax, excise tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments, State leasehold tax or excise tax that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment, State leasehold tax or excise tax against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

11. Insurance and Subrogation and Indemnification.

(a) Tenant shall provide Commercial General Liability Insurance naming Landlord (the City of Auburn) as additional insured in an aggregate amount of Two Million and no/100 dollars (\$2,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Tenant shall indemnify, protect, defend and hold Landlord and its employees and agents harmless from and against any and all claims, liabilities, judgments, costs, damages, and expenses, including reasonable attorney's fees, arising out of or in any way related to Tenant's operation of the Antenna Facilities, including, but not limited to, the installation, maintenance, operation or removal thereof, except to the extent that such claim, liability, judgment, cost, damage or expense arises out of the negligent act or omission, or willful misconduct of Landlord or its employees or agents. Landlord shall not be liable to Tenant, its agents, employees and contractors for damage to the Antenna Facilities or any other property belonging to Tenant from any cause, except for any damage caused by the negligent act or omission or willful misconduct of Landlord or its employees or agents. Tenant waives all claims against Landlord and its employees and agents for damage to persons or Antenna Facilities or property arising for any reason other than a claim based on the negligent act or omission or willful misconduct of Landlord or its employees or agents. Landlord and its employees and agents shall have no liability to Tenant for any interruption of any utility service unless caused by the negligent act or omission or willful misconduct of Landlord or its employees or agents.

Should a court of competent jurisdiction determine that this Lease is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Tenant and the Landlord, its officers, officials, employees and volunteers, the Landlord's liability hereunder shall be only to the extent of the Landlord's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Tenant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Lease.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

c/o Cingular Wireless LLC
Attn: Network Real Estate Administration
6100 Atlantic Boulevard
Norcross, GA 30071
Re: Site – SS02_Auburn

With a copy to:

Cingular Wireless PCS, LLC
Attn: Legal Department
15 East Midland Avenue
Paramus, NJ 07652
Re: Site – SS02_Auburn

If to Landlord, to:

Public Works Director
City of Auburn
25 West Main St.
Auburn, WA 98001

With a copy to:

City Attorney
City of Auburn
25 West Main St.
Auburn, WA 98001

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Lease Area; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, for all spills or other releases of any Hazardous Substance not caused in whole or in part by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall not be assigned by Tenant without the express written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Any attempted assignment in violation of this Section shall be void. The transfer of the rights and obligations of Tenant to a parent, subsidiary, or other affiliate of Tenant, or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of Tenant's stock or assets, shall not be deemed an assignment. Tenant shall give to Landlord thirty (30) days' prior written notice of any such transfer.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Lease Area, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Lease Area.

The Lease Area shall be used exclusively as a site for a wireless telecommunications facility. The Tenant may allow use of all or a portion of the Lease Area or their Antenna Facilities by others, with prior written approval of the Landlord.

16. Removal of Antenna Facilities. The Antenna Facilities are and shall remain the property of the Tenant and upon the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, remove the Antenna Facilities and restore the Lease Area to its original condition, normal wear and tear and loss due to casualty or other causes beyond Tenant's control excluded.

17. Miscellaneous.

(a) The substantially prevailing party in any litigation, including any arbitration to which the parties shall submit, arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties. At such time as the Auburn City Council approves any regulation affecting telecommunications, Tenant agrees to amend this Lease, as determined by the Landlord in order to comply with any future ordinance related to telecommunications provided, however, that in no event shall such regulation (i) materially interfere with or affect Tenant's operation of its Antenna Facilities; or (ii) increase Tenant's financial obligations under the terms of this Lease, except as provided herein, or impose some new financial obligations not already contemplated by this Lease. No amendment, change or modification of this Lease shall be valid, unless in writing and signed by all parties hereto.

(c) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit A) necessary to protect its rights or use of the Lease Area. The Memorandum of Lease may be recorded in place of this Lease by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Lease Area.

(d) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(e) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(f) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(g) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(h) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (Memorandum of Lease) is attached to this Site Lease Agreement. The terms of all Exhibits are incorporated herein for all purposes.

(i) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fees or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

18. Headings. The caption and paragraph headings used in this Lease are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

19. Liens. Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on, and for services rendered or material furnished to, the Antenna Facility, and shall keep the Antenna Facility free from all liens.

LANDLORD: City of Auburn

By: _____

Peter B. Lewis

Its: Mayor

SEP 19 2005

Date: _____

Taxpayer ID Number: 91-6001228

TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: _____

Print Name: E. DON MACLEOD

Its: EXECUTIVE DIRECTOR

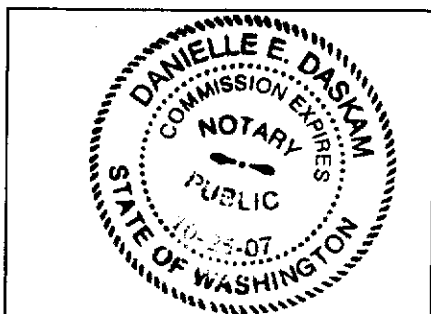
Date: 8-15-05

(acknowledgements to follow on next page)

STATE OF WA)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that Peter B Lewis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the MAYOR, of City of Auburn, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Sept. 19, 2005



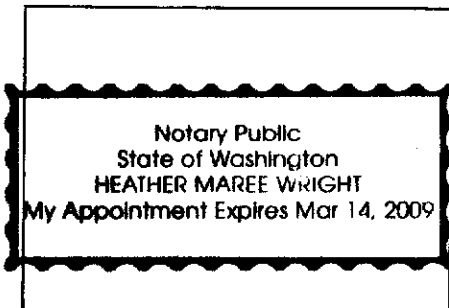
(Use this space for notary stamp/seal)

Danielle E Daskam
Notary Public
Print Name Danielle E Daskam
residing at Enumclaw
My commission expires 10-25-07

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that E DON MACLEOD is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the EXECUTIVE DIRECTOR, of New Cingular Wireless PCS, LLC, the limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8.10.05



(Use this space for notary stamp/seal)

Heather M. Wright
Notary Public
Print Name HEATHER M WRIGHT
residing at SEATTLE, WA
My commission expires 3.14.09

Exhibit A

MEMORANDUM OF LEASE

to the Site Lease Agreement executed on the 19th day of Sept, 2005, by and between the City of Auburn, as Landlord, and New Cingular Wireless PCS, LLC, as Tenant.

(MOL to follow on next page)

Return to:

Graham & Dunn PC/Busch
Pier 70
2801 Alaskan Way
Suite 300
Seattle, WA 98121

Re: Cell Site #SS02; Cell Site Name: Auburn

State: Washington
County: King

MEMORANDUM
OF
LEASE

THIS MEMORANDUM OF LEASE is by and between the City of Auburn, a municipal corporation under the existing laws of the State of Washington, having a mailing address of 25 West Main, Auburn, WA 98001 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, GA 30071 ("Tenant").

1. Landlord and Tenant entered into a certain Site Lease Agreement ("Lease") on the 19th day of Sept, 2005, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Lease.
2. Landlord is leasing to Tenant a portion of the Property described in Exhibit A annexed hereto.
3. The initial term of the five (5) years commences on September 1, 2005. The Lease will automatically renew for five (5) separate consecutive periods of five (5) years each upon the same terms and conditions of the Lease, unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Lease at least ninety (90) days prior to the expiration of the existing term. Unless earlier terminated, the Lease will expire on August 31, 2035.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control.

5. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD: City of Auburn

By: 

Peter B. Lewis

Its: Mayor

SEP 19 2005

Date: _____

Taxpayer ID Number: 91-6001228

TENANT: 

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: 

Print Name: E. DAN MACLEOD

Its: EXECUTIVE DIRECTOR

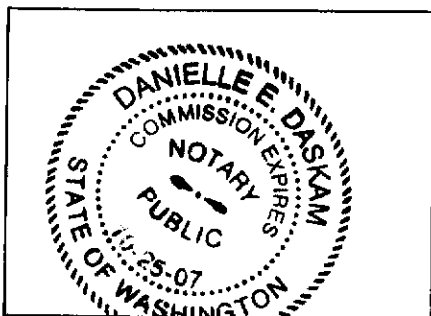
Date: 8-10-05

(acknowledgements to follow on next page)

STATE OF WA)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that Peter B. Lewis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the MAYOR of City of Auburn to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Sept 19, 2005



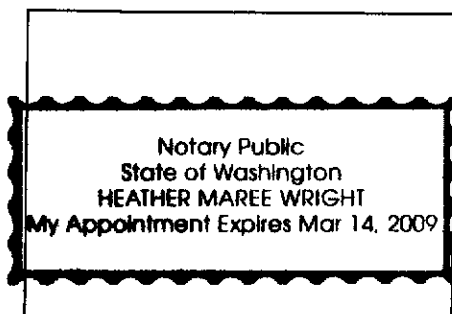
(Use this space for notary stamp/seal)

Danielle E Daskam
Notary Public
Print Name Danielle E Daskam
residing at Enumelaw
My commission expires 10-25-07

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that E. DON MACLEOD is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the EXECUTIVE DIRECTOR of New Cingular Wireless PCS, LLC, the limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8.10.05



(Use this space for notary stamp/seal)

Heather M Wright
Notary Public
Print Name HEATHER M. WRIGHT
residing at SEATTLE, WA
My commission expires 3.14.09

EXHIBIT A
DESCRIPTION OF PROPERTY

to the Memorandum of Lease executed on the 19th day of Sept, 2005 by and between the City of Auburn, as Landlord, and New Cingular Wireless PCS, LLC, as Tenant.

The Property is described and/or depicted as follows:

"THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 4 EAST W.M., EXCEPT THE WEST 663 FEET OF THE NORTH 663 FEET OF THE SOUTH 693 FEET THEREOF, AND EXCEPT THE SOUTH 30 FEET THEREOF CONVEYED TO THE CITY OF AUBURN FOR SOUTH 316TH STREET, BY INSTRUMENT RECORDED UNDER RECORDING NO. 8503210865 AS PROVIDED BY RESOLUTION NO. 1565 OF THE CITY OF AUBURN; SITUATE IN THE CITY OF AUBURN, COUNTY OF KING, STATE OF WASHINGTON",

RESOLUTION NO. 3920

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT ESTABLISHING WATER SERVICE BOUNDARIES BETWEEN THE CITY OF KENT, KING COUNTY WATER DISTRICT NO. 111, AND THE CITY OF AUBURN

WHEREAS, pursuant to RCW 35.A.11.040, Auburn has the legal authority to exercise its powers and perform any of its functions as set forth in RCW 39.34; and

WHEREAS, pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, Auburn has the legal authority to cooperate with other localities and utilities on the basis of mutual advantage and the efficient provision of municipal services; and

WHEREAS, pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, Kent has the legal authority to cooperate with other localities and utilities on the basis of mutual advantage and the efficient provision of municipal services; and

WHEREAS, pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, WD #111 has the legal authority to cooperate with other localities and utilities on the basis of mutual advantage and the efficient provision of municipal services; and

WHEREAS, the parties recognize the responsibility of public water utilities to provide efficient and reliable service to their customers at reasonable cost; and

WHEREAS, Kent owns, and desires to be the water service provider for a property currently within the corporate limits of Kent, and within the service areas of Auburn and WD #111; and

WHEREAS, pursuant to Chapter 70.116 RCW, Public Water System Coordination Act, the Parties determined and agreed upon the water service areas between the Parties as set forth in the South King County Coordinated Water System Plan ("Plan") and the Parties now desire to modify their water service area boundaries as agreed in this Agreement.

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

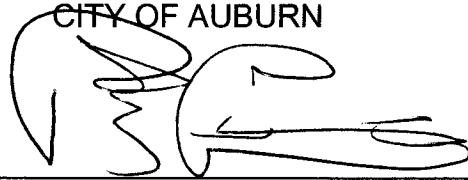
Section 1. The Mayor of the City of Auburn is herewith authorized to execute a Water Service Boundary Agreement between the City of Kent, King County Water District No. 111, and the City of Auburn in substantial conformity with the agreement attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

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

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

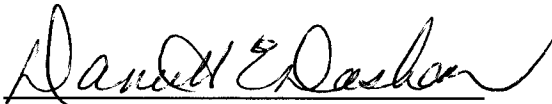
DATED this 5th day of September, 2006.

CITY OF AUBURN



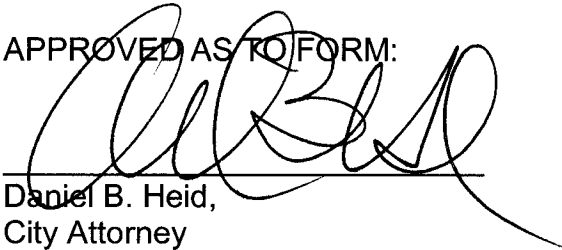
PETER B. LEWIS
MAYOR

ATTEST:



Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

Return Address:
Auburn City Clerk
City of Auburn
25 West Main St.
Auburn, WA 98001



RECORDER'S COVER SHEET

Document Title(s) (or transactions contained therein):

Interlocal Agreement (Resolution No. 3920)

Reference Number(s) of Documents assigned or released:

☐ Additional reference #'s on page _____ of document

PNT-WS083-12

6/4

Grantor(s)/Borrower(s) (Last name first, then first name and initials)

Auburn, City of

Grantee/Assignee/Beneficiary: (Last name first)

1. Kent, City of
2. King County Water District No. 111

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)

PER RCW 39.34

☐ Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

N/A

☐ Assessor Tax # not yet assigned

Said document(s) were filed for
record by Pacific Northwest Title as
accommodation only. It has not been
examined as to proper execution or
as to its affect upon title.

EXHIBIT "A"

CITY OF KENT, KING COUNTY WATER DISTRICT NO. 111 and CITY OF AUBURN INTERLOCAL AGREEMENT ESTABLISHING WATER SERVICE BOUNDARIES

September **THIS AGREEMENT** ("Agreement"), made and entered into this 5th day of *September*, 2006, by and between the **City of Kent**, a Washington municipal corporation ("Kent"), **King County Water District No. 111**, a Washington municipal corporation ("WD #111"), and the **CITY OF AUBURN**, a Washington municipal corporation, ("Auburn"), all being duly organized and existing under and by virtue of the laws of the State of Washington (individually a "Party" and collectively the "Parties).

WITNESSETH:

WHEREAS, pursuant to RCW 35.A.11.040, Auburn has the legal authority to exercise its powers and perform any of its functions as set forth in RCW 39.34; and

WHEREAS, pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, Auburn has the legal authority to cooperate with other localities and utilities on the basis of mutual advantage and the efficient provision of municipal services; and

WHEREAS, pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, Kent has the legal authority to cooperate with other localities and utilities on the basis of mutual advantage and the efficient provision of municipal services; and

WHEREAS, pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, WD #111 has the legal authority to cooperate with other localities and utilities on the basis of mutual advantage and the efficient provision of municipal services; and

WHEREAS, the parties recognize the responsibility of public water utilities to provide efficient and reliable service to their customers at reasonable cost; and

WHEREAS, Kent owns, and desires to be the water service provider for a property currently within the corporate limits of Kent, and within the service areas of Auburn and WD #111; and

WHEREAS, pursuant to Chapter 70.116 RCW, Public Water System Coordination Act, the Parties determined and agreed upon the water service areas between the Parties as set forth in the South King County Coordinated Water System

Plan ("Plan") and the Parties now desire to modify their water service area boundaries as agreed in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. Water Service Area. WD #111 and Auburn agree to relinquish to Kent the water service area depicted on the map attached hereto as Attachment 1 and legally described in Attachment 2, which are by this reference incorporated herein. The Parties agree that the South King County Coordinated Water System Plan and the water service area boundaries as set forth in the Plan shall be modified to be in accordance with the Parties' water service area boundaries as set forth in Attachment 1.

2. Management, Regulation and Control of Water System. Kent, WD #111 and Auburn shall have the sole responsibility and authority to construct, maintain, manage, conduct and operate their water systems within their designated water service areas as depicted in Attachment 1, together with any additions, extensions and betterments thereto.

3. Future Annexations. The Parties agree that Kent shall provide water service to the area depicted in Attachment 1 without regard to the present corporate boundaries of the Parties and without regard to future corporate boundaries as they may be periodically altered through annexation.

4. Kent Comprehensive Water Planning. The terms of this Agreement will be included as an amendment to Kent's Comprehensive Water System Plan. Kent will submit to Auburn and WD #111 its Comprehensive Water System Plans and amendments thereto.

5. WD #111 Comprehensive Water Planning. The terms of this Agreement will be included as an amendment to WD #111's Comprehensive Water Plan. WD #111 will submit to Kent and Auburn its Comprehensive Water System Plans and amendments thereto.

6. Auburn Comprehensive Water Planning. The terms of this Agreement will be included as an amendment to Auburn's Comprehensive Water Plan. Auburn will submit to Kent and WD #111 its Comprehensive Water System Plans and amendments thereto.

7. Reliance. Each Party hereto acknowledges that the terms hereof will be relied upon by the other in its comprehensive planning to meet the needs of the service area designated herein.

8. Liability. Except as set forth in Section 12 regarding default, failure to perform or negligent conduct, the Parties agree that this Agreement shall not be a source of liability between the Parties for any failure or interruption of service in the service area of any Party as designated in this Agreement.

9. Government Notifications. Auburn will give notice of the adoption of this Agreement to Metropolitan/King County, to the Washington State Department of Health, to the South King County Regional Water Association, to the Water Utility Coordinating Committee, and to any other agency with jurisdiction over, or interest in, the terms hereof, and the Parties shall cooperate and assist each other in all reasonable manner in procuring any necessary approvals hereof by those agencies.

10. Boundary Review Board. In the event that implementation of the terms herein result in permanent water service to areas that will be outside the respective service boundaries of Kent, WD #111 or Auburn, the Parties will, at the time of such service, jointly file a notice of intention with the King County Boundary Review Board in accordance with Chapter 36.93.090 RCW and Chapter 57.08.047 RCW.

11. Alteration, Amendment or Modification. Kent, WD #111 and Auburn hereby reserve the right to alter, amend or modify the terms and conditions of this Agreement only upon written agreement of the Parties to such alteration, amendment or modification.

12. Indemnification and Hold Harmless. Each Party hereto agrees to protect, defend, and indemnify the other Parties, their officers, officials, employees and agents from any and all cost, claims, judgments and/or awards of damages, arising out of or in any way resulting from the indemnifying Party's, its employees, subcontractors or agents default, failure of performance, or negligent conduct associated with this agreement. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Parties only, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Party's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

13. Integration. This Agreement constitutes the entire agreement of the Parties regarding the subject matter hereof, and there are no other representations or oral agreements other than those listed herein, which vary the terms of this Agreement. Future agreements may occur between the Parties to transfer additional or future service areas by mutual agreement.

14. Obligation Intact. Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of Kent, WD #111 or Auburn regarding provision of water service, except as specifically set forth herein.

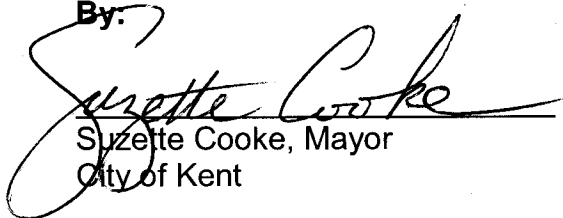
15. Duration. This Agreement shall take effect on the last day approved by all of the Parties and shall remain in effect until modified by written agreement of the Parties.

16. Recording. Pursuant to RCW 39.34.040, following the approval and execution of this Agreement by the Parties, this Agreement shall be filed with the King County Auditor.


CITY OF KENT

Approved by Motion No. _____ of the City of Kent, Kent, Washington, at its regular meeting held on the 1st day of August, 2006.

By:


Suzette Cooke, Mayor
City of Kent


Approved as to form:


Kristin M. Lamson, Asst, City Attorney
City of Kent

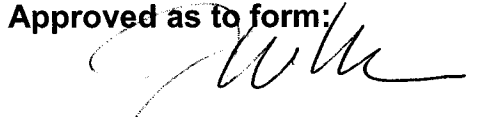
KING COUNTY WATER DISTRICT NO. 111

Approved by Resolution No. _____ of the King County Water District No. 111, Kent, Washington, at its regular meeting held on the 8th day of June, 2006.

By:


Patrick Hanis, President
King County Water District No. 111

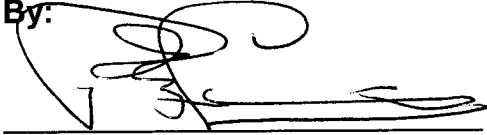
Approved as to form:


John W. Milne, General Counsel
King County Water District No. 111

CITY OF AUBURN

Approved by Resolution No. 3920 of the City of Auburn, Washington, at its regular meeting held on the 5th day of September, 2006.

By:



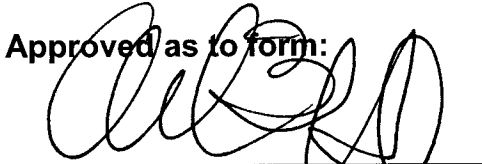
Peter B. Lewis, Mayor
City of Auburn

Attest:



Danielle Daskam, City Clerk

Approved as to form:



Daniel B. Heid, City Attorney



CITY OF KENT
KING COUNTY WATER DISTRICT NO. 111
AND CITY OF AUBURN
INTERLOCAL AGREEMENT ESTABLISHING
WATER SERVICE BOUNDARIES
ATTACHMENT 1

Attachment 2

Legal Description

THAT PORTION OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M. IN KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3 IN SAID SECTION 4;

THENCE WEST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 30 FEET TO THE WEST MARGIN OF 124TH AVENUE SOUTHEAST AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH ALONG SAID WEST MARGIN TO THE NORTHERLY MARGIN OF SOUTHEAST 304TH STREET;

THENCE WESTERLY ALONG SAID NORTHERLY MARGIN OF SE 304TH STREET TO THE SOUTHEAST CORNER OF THE PLAT OF CRYSTAL MEADOWS AS RECORDED IN VOLUME 194 OF PLATS AT PAGES 66 AND 67, RECORDS OF KING COUNTY;

THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY EDGE OF SAID PLAT TO THE MOST NORTHERLY CORNER OF LOT 10 OF SAID PLAT;

THENCE WESTERLY ALONG THE NORTH EDGE OF SAID PLAT TO THE NORTHWEST CORNER OF LOT 15 OF SAID PLAT;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 15 TO A POINT 50 FEET NORTH OF THE SOUTHEAST CORNER OF TRACT 11 OF THE PLAT OF THE SOUND TRUSTEE COMPANY'S THIRD ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS AT PAGE 100, RECORDS OF KING COUNTY, WASHINGTON;

THENCE NORTHWESTERLY TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID TRACT 11, SAID POINT LYING 135 FEET WEST OF THE EAST LINE OF SAID TRACT 11;

THENCE CONTINUING NORTHWESTERLY TO A POINT ON THE NORTH LINE OF SAID TRACT 11, SAID POINT LYING 313.36 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT 11;

THENCE WESTERLY ALONG THE LINE COMMON TO TRACTS 10 AND 11 OF SAID PLAT OF THE SOUND TRUSTEE COMPANY'S THIRD ADDITION TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTH 120 FEET OF SAID TRACT 10;

THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTH 120 FEET OF SAID TRACT 10 TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTH 120 FEET OF SAID TRACT 10;

THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 120 FEET OF SAID TRACT 10 TO THE WEST LINE OF SAID TRACT 10;

THENCE NORTH ALONG SAID WEST LINE OF SAID TRACT 10 AND THE WEST LINE OF TRACT 9 OF SAID PLAT OF THE SOUND TRUSTEE COMPANY'S THIRD ADDITION TO THE NORTHWEST CORNER OF SAID TRACT 9;

THENCE EAST ALONG THE NORTH LINE OF SAID TRACT 9 TO THE NORTHEAST CORNER OF SAID TRACT 9 AND THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4;

THENCE NORTH ALONG LAST SAID WEST LINE AND THE WEST LINE OF GOVERNMENT LOT 3 OF SAID SECTION 4 TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3;

THENCE EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3 TO THE TRUE POINT OF BEGINNING.

RESOLUTION NO. 4008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO TERMINATE EMERGENCY WATER SUPPLY INTERTIE AGREEMENT NO. 2 BETWEEN THE CITY OF AUBURN AND LAKEHAVEN UTILITY DISTRICT

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the City of Auburn and Lakehaven Utility District entered into Emergency Water Supply Intertie Agreement #2 in 1998; and

WHEREAS, Lakehaven Utility District and City of Auburn Interlocal Agreement (Resolution No. 3652) establishing water service boundaries has been executed; and

WHEREAS, portions of the Lakehaven water system have been constructed to supply water to apportion of Auburn's PAA; and

WHEREAS, Auburn has evaluated water service issues and determined that it is not cost feasible to provide direct water service within its PAA above the 160-foot elevation adjacent to Lakehaven's water infrastructure; and

WHEREAS, Lakehaven's delivery of water service to these areas will provide the maximum efficiency in the use of existing and future facilities and water planning; and

WHEREAS, the constructed intertie facility is within the Lakehaven Utility District water service area and would need to be relocated to serve as an emergency connection; and

WHEREAS, if an emergency intertie is required one would be constructed at the location covered under emergency water supply agreement no.1.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HEREWITH RESOLVES THAT:

Section 1. The Mayor of the City of Auburn is herewith authorized to terminate the Emergency Water Supply Intertie Agreement No. 2 between the City and Lakehaven Utility District attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

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

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

DATED this 17th day of April, 2006.

CITY OF AUBURN

A handwritten signature in black ink, appearing to read 'PETER B. LEWIS', is written over a horizontal line.

PETER B. LEWIS
MAYOR

ATTEST:

A handwritten signature in cursive script, appearing to read "Danielle E. Daskam", written over a horizontal line.

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "Daniel B. Heid", written over a horizontal line.

Daniel B. Heid,
City Attorney

EMERGENCY WATER SUPPLY AGREEMENT
Lakehaven/Auburn Intertie No. 2

THIS AGREEMENT made and entered into by and between the City of Auburn, hereinafter referred to as City, and Lakehaven Utility District, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, the City has water facilities in the vicinity of a water main of the District,
and

WHEREAS, the City can increase fire protection reliability for its customers if water is available from the District, and

WHEREAS, the District is willing to provide to the City service necessary to increase fire fighting reliability upon the terms and conditions set forth herein,

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. The District hereby grants to the City the right to connect a water meter and appurtenances to the end of the 8-inch water main located in a vault at the intersection of "R" Street NW on Abby Drive in King County, Washington.
2. The meter described in Paragraph No. 1 herein is installed to increase fire fighting reliability or emergency water supply. Water shall not be withdrawn from the supply without the prior written approval of the District. At such time the City shall state the requested time of commencement, duration of use and quantity of water to be so used.
3. The City shall comply with all District resolutions and rules relating to connection to the District's water system including, but not limited to, the District's written approval of plans and specifications for the connection prior to construction.
4. The City shall pay to the District the same connection fee, rates and charges and monthly service charges, except for capital facilities charge, as are established from time to time by District resolution and as are applicable to the use of a six (6)-inch meter. The current monthly service charge for a six (6)-inch meter is \$238.20 per month. The current rate for water use is \$ 0.48/ccf for winter usage (November - June) and \$ 0.96/ccf for summer usage (July - October) and these rates shall be in effect until such time as the District amends its rate resolution or until a meter of different size is utilized.
5. This Agreement shall not authorize or permit the City to take water from the connection described herein beyond what is described in paragraph 2.

Exhibit "A", Resolution No. 2954

ORIGINAL

6. The cost of the meter installation pursuant to this Agreement shall be fully reimbursed by the City and shall become the property of the District upon completion of installation.

7. (a.) In case of emergency or whenever the public health, safety, or the equitable distribution of water so demands, the District may change, reduce or limit the time for or temporarily discontinue the supply of water without notice; (b.) Water service may be temporarily interrupted, limited for purposes of making repairs, extensions or doing other necessary work; and (c.) The District shall not be responsible for any damage resulting from interruption, change or failure of the water supply, and the City shall save and hold harmless the District from any loss, damages or suites to or by customers of the City resulting from interruption, change or failure of water supply provided by this Agreement, except damages arising out of the District's negligence. Prior to a planned interruption or limiting of service, the District will notify the City of such not less than three days prior to the service disruption. The District agrees to use best efforts and reasonable diligence to notify City as soon after it becomes aware of the need for service disruption and further will, to the extent practical, limit the service disruptions to daylight hours.

8. In the event of non-performance of any provision herein by the City, District may shut off water supplied pursuant to this Agreement.

9. This Agreement may be terminated by either party hereto upon 60-days written notice to the other party.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

CITY OF AUBURN
King County, Washington

By: Charles R. Booth 5-6-98
Mayor Date

Approved as to form:
By: [Signature] 4/23/98
City Attorney Date

LAKEHAVEN UTILITY DISTRICT
King County, Washington

By: [Signature] 5/15/98
General Manager Date

Approved as to form:
By: [Signature] 5/18/98
General Counsel Date

ORIGINAL

RESOLUTION NO. 4018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF AUBURN, WASHINGTON, AUTHORIZING THE
MAYOR AND CITY CLERK TO EXECUTE A LEASE
AGREEMENT BETWEEN THE CITY AND CLEARWIRE
LLC, FOR THE PURPOSE OF LEASING PROPERTY FOR
COMMUNICATION EQUIPMENT

THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A
REGULAR MEETING DULY ASSEMBLED, HEREBY RESOLVES as follows:

Section 1. The Mayor and City Clerk of the City of Auburn are herewith
authorized to execute a Lease Agreement between the City and Clearwire LLC,
for the purpose of leasing space on the Lakeland Hills water reservoir, for
communication equipment. A copy of said Agreement is attached hereto and
denominated Exhibit "A" and incorporated herein by this reference.

Section 2. That the Mayor is authorized to implement such other
administrative procedures as may be necessary to carry out the directives of
this legislation.

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

Dated and Signed this 1st day of May, 2006.

CITY OF AUBURN



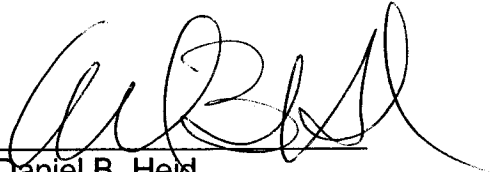
PETER B. LEWIS
MAYOR

ATTEST:



Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Held,
City Attorney

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease") is by and between the City of Auburn, a municipal corporation under the existing laws of the State of Washington, having a mailing address of 25 West Main, Auburn, WA 98001 ("Landlord") and, Clearwire LLC, a Nevada limited liability company, ("Tenant").

1. Lease Agreement. Landlord hereby leases to Tenant the property generally described and depicted in Exhibit A, Memorandum of Lease, attached hereto and incorporated by reference ("Lease Area"), including space on Landlord's water tank located on the Property ("Water Tank Area"), said lease area being a portion of the real property legally described in Exhibit A ("Property"). The Lease shall be nonexclusive and shall not preclude Landlord from granting a similar lease, right, license, franchise, etc., to other carriers or other persons for telecommunications or any other purpose, so long as the subsequent agreement protects Tenant's rights granted by this Lease.

2. Term. This Lease shall commence on the date of full execution hereof ("Commencement Date"), and run for a period of five (5) years terminating at midnight on the fifth anniversary of the Commencement Date ("Initial Term").

3. Tenant's Use of the Lease Area - Antenna Facilities.

(a) Tenant's use of the Lease Area and Property shall be strictly limited to those uses set forth in this Section 3. Tenant may use the Lease Area for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities necessary for the operation of a telecommunications facility as well as for access and utilities. Tenant may place its ground based telecommunications equipment only within the portion of the Lease Area identified as the "Compound" on Exhibit A. Tenant may install antennas within the Water Tank Area.

(b) Tenant shall have the right, at its expense, to erect and maintain on the Lease Area, improvements, personal property and facilities necessary to operate its communications system, including, radio transmitting and receiving antennas, and related cables and conduits, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including coaxial cable, base units and other associated equipment as such location based system may be permitted by any county, state or federal agency/department. Tenant shall have the right to alter, replace, and expand within the confines of the Lease Area as defined in Section 1 and without interference to other providers / tenants, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction and operation to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall not interfere with any aspects of construction, including, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(c) Tenant shall, at Tenant's expense, keep and maintain the Lease Area and Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and loss due to casualty or other causes beyond Tenant's control excepted. Tenant may install and maintain landscape plantings within the Lease Area. Tenant shall replace any existing landscape plantings damaged during the installation or operation of Tenant's Antenna Facilities. Upon termination or expiration of this Lease, the Lease Area shall be returned to Landlord in good, usable condition, normal wear and

tear and loss due to casualty or other causes beyond Tenant's control excepted, within ninety (90) days.

(d) Tenant shall remove any and all telecommunications equipment and appurtenances installed by Metricom, Inc. on the Water Tank or Property. Rather than removing Metricom, Inc. equipment and appurtenances, Tenant may choose to utilize all or a portion of the equipment and appurtenances if it is in good and safe working order. Any Metricom, Inc. equipment removed by Tenant is to be disposed of legally at Tenant's expense.

(e) In addition to using the Lease Area, Tenant may utilize the Property to install and use underground conduits running from the Compound in a generally straight line to the base of the Water Tank and then extend up the side of the Water Tank to the Antenna Facilities.

(f) Tenant shall have the right to install utilities, power and telephone, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to cooperate with Tenant in its reasonable efforts to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. Landlord shall diligently correct any variation, interruption or failure of utility service within Landlord's control.

(g) Prior to installation of equipment, Tenant shall submit for Landlord review and approval, which approval shall not be unreasonably withheld or delayed, an electrical and grounding connection plan that assures no interference with the Water Tank cathodic protection system. The plan shall include a 3" minimum diameter common use conduit enclosure for cables from the ground level to top of tank. This conduit may be utilized by other telecommunication providers until such time as it is filled to capacity, at which time new providers will need to pay for upsizing. Upon Landlord approval of the plans, Tenant may proceed to install and operate the Antenna Facilities.

4. Rent.

(a) Tenant shall pay Landlord, as rent, \$12,000 Thousand and no/100 dollars (\$12,000.00) per year ("Rent"). Rent shall be payable within twenty (20) days following the Commencement Date and thereafter the Rent will be payable yearly, no later than the anniversary of the Commencement Date to City of Auburn Water Utility Fund, Account Number 430.369.900, at Landlord's address specified in Section 13 below. The Rent shall increase annually over the Rent payable the preceding year in proportion to the increase of the "All Items" category of the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics of the U.S. Department of Labor for Seattle-Everett Metropolitan Area (the "Index"). The first adjustment shall be based on the amount, if any, by which the Index for the 12th month of the Lease term has increased over the Index for the month preceding the commencement of the lease term. Subsequent adjustments will be based on the amount, if any, by which the Index for each subsequent 12th month of the Lease term has increased over the Index for the 12th month of the preceding 12-month period. It shall be the responsibility of the Landlord to track the CPI and notify the Tenant of increases or reductions in the Rent. Landlord shall notify Tenant within 90 days of the commencement of the Renewal Term as to the revised rate at which the Rent shall be increased annually thereafter. Landlord will invoice Tenant for back Rent due or refund over payment as necessary to correct the payment received for the first year of the Renewal Term. If at any time the CPI ceases to incorporate a significant number of items, if a substantial change is made in the method of establishing the CPI, or if issuance of the CPI shall be discontinued, then the Landlord and Tenant shall mutually agree upon another standard recognized cost of living index issued by the United States Government, provided that if the parties cannot reach agreement on such other standard cost of living index, then the Landlord shall select the index closest to the CPI. In either case, the substitute index chosen shall result in increases in the Rent similar to those that had been, or would have been, generated by the CPI. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on

the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination and all prepaid Rent shall be refunded to Tenant within sixty (60) days.

(b) In addition to the monetary rent described in section 4 (a), Tenant shall provide Landlord with twenty-five (25) Clearwire base data service accounts, or equivalent, for Landlord use. Tenant shall cover any service charges for the accounts provided to Landlord under this Agreement for the duration of the Initial Term and any Renewal Terms. Landlord may require additional service accounts, each additional account requested by Landlord and provided by Tenant, shall reduce the annual rent by Twenty-Five Dollars (\$25.00) per month. Landlord agrees to purchase from Tenant, at Tenant's cost, any communication hardware required to utilize the accounts provided by Tenant under this Agreement.

5. Renewal. Tenant may extend this Lease for (5) additional, five-year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, including the Rent increase set forth in Section 4, above. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. Landlord may, during any Renewal Term, notify Tenant, in writing, of Landlord's intention not to renew this Lease for an additional Renewal Term, which notice shall be provided to Tenant at least one hundred and eighty (180) days prior to the expiration of the then in effect Renewal Term. If Tenant shall remain in possession of the Lease Area at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Tenant and Landlord shall not operate in a manner which interferes with the other party's operations on the Property. Tenant's Antenna Facilities and the use thereof shall not interfere with the use of any other communication or similar equipment of any kind and nature owned or operated by Landlord or other lessee, licensees, franchisees, etc., existing and operating on the Property prior in time to the commencement of this Lease, and subsequent to the installation by Tenant of the Antenna Facilities, Landlord agrees to exercise reasonable care to assure equipment of subsequent providers leasing space on the Property does not interfere with Tenant's Antenna Facilities operations. The Landlord, however, is not in any way responsible or liable for any interference with Tenant's use of Landlord's Property, which may be caused by the use and operation of any other tenant's equipment, even if caused by new technology, so long as such equipment continues to operate within its existing frequencies and in compliance with all applicable laws and FCC rules and regulations. In the event there is interference between Tenant and any third party, such interference will be resolved by and between the parties affected; however, if such interference cannot be resolved to Tenant's satisfaction within forty-eight (48) hours from commencement of such interference, then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, to terminate this Lease upon 30 days notice to Landlord and restore the Landlord's Property to its original condition, reasonable wear and tear and loss due to casualty or other causes beyond Tenant's control excepted.

7. Access.

(a) Tenant shall have the right during the Initial Term and of this Lease and any Renewal Term for ingress and egress to the Property over the south fifteen (15) feet of Lot 6, Lakeland Hills Division Number 3, Extension, according to the plat thereof recorded in Volume 145 of Plats, pages 72 and 73, in King County Washington.

(b) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Lease Area ("Access") at all times during the Initial Term of this Lease and any Renewal Term. In the event Landlord, its employees or agents unreasonably deny Access to Tenant, its employees or agents, Tenant shall, without waiving any other rights that it may have at law or in equity, deduct from Rent

amounts due under this Lease an amount equal to fifty and no/100 dollars per day for each day that Access is impeded or denied. Access to Landlord facilities beyond the Lease Area, including but not limited to the water reservoir site and the water reservoir, require 48 hours notice to the Water Division Supervisor of the City of Auburn Water Utility (phone: 253-931-3066). Access to Landlord facilities will only occur with Landlord supervision. Tenant agrees to reimburse Landlord for Landlord expenses attributed to supervising Tenant while accessing Landlord facilities. The hourly rate for Landlord supervision during City standard office hours will be \$32.50 per hour in calendar year 2006. The hourly rate shall increase annually on January 1st over the hourly rate payable the preceding year by not less than three and one half percent (3.5%) or the CPI – Urban for the Seattle / Tacoma area whichever is the greater, unless a different hourly rate amount is negotiated.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) immediately if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon ninety (90) days' written notice by Tenant if the Lease Area or the Antenna Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(d) immediately upon written notice by Tenant if the Lease Area or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement on a prorated basis of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Lease Area and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Lease Area unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking.

(f) Landlord may terminate this Lease if Landlord needs the Lease Area for expansion of Landlord's responsibility to provide its services, and Landlord has no reasonable or economical alternative site available, provided Landlord provides Tenant written notice twelve (12) months in advance of Landlord's need to re-establish Landlord's sole use of the Lease Area. Upon Tenant's receipt of written notice, Tenant shall have six (6) months to submit to Landlord alternative locations for its Antenna Facilities. Such alternative locations may be on the Property or other properties owned or managed by Landlord. Landlord shall evaluate such alternatives and advise Tenant in writing if one or more of the alternatives is suitable to accommodate Tenant's Antenna Facilities. To be a suitable alternative location, such location will not unreasonably result in any interruption of the communications service of Tenant on Landlord's Property; nor will it impair, or in any manner alter, the quality of communications service provided by Tenant on and from Landlord's owned or managed properties. Tenant shall submit additional relevant information to assist the Landlord in making such evaluation. Landlord shall give each alternative location proposed by Tenant full and fair consideration, within a reasonable time so as to allow for the relocation work to be performed in a timely manner. If, in Tenant's reasonable judgment, no suitable alternative location can be found, Tenant shall remove its Antenna Facilities as otherwise provided in this Section 3 (c) of this Lease. If an alternative location for Tenant's Antenna Facilities is found,

Landlord and Tenant agree to enter into a new Lease Agreement with the same terms and conditions of this Lease.

(g) If, during the term of this Lease there is a determination made pursuant to an official unappealable order of the Federal Communications Commission or any other applicable law, order, ordinance, regulation, directive, or standard as stated above that use of the Antenna Facilities by the Tenant poses a human health hazard which cannot be remediated, then (a) Tenant shall immediately cease all operations of the Antenna Facilities, and (b) the Lease shall terminate as of the date of such order without further liability. If for reasons related to public health, safety or welfare, Landlord determines that this Lease must be terminated, then Landlord reserves rights of unilateral termination and will do so by providing Tenant with a six (6) month written notice.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 13 hereof, to take effect immediately, if the other party (i) fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this Lease and fails to diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting party.

10. Taxes. Landlord shall pay when due all real property taxes or other fees and assessments for the Property, including the Lease Area. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, State leasehold tax, excise tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments, State leasehold tax or excise tax that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment, State leasehold tax or excise tax against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section.

11. Indemnification.

(a) Tenant shall defend, indemnify, and hold harmless the Landlord, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Tenant's use of Premises, or from the conduct of Tenant's business, or from any activity, work or thing done, permitted, or suffered by Tenant in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Landlord.

(b) Should a court of competent jurisdiction determine that this Lease is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Tenant and the Landlord, its officers, officials, employees and volunteers, the Landlord's liability hereunder shall be only to the extent of the Landlord's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Tenant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This

waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Lease.

(c) The Tenant and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Lease or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

12. Insurance.

The Tenant shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Tenant, its agents, representatives, or employees.

(a) Minimum Scope of Insurance. Tenant shall obtain insurance of the types described below:

(1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

(2) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent tenants, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The Landlord shall be named as an additional insured under the Tenant's Commercial General Liability insurance policy with respect to the work performed for the Landlord using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(b) Minimum Amounts of Insurance. Tenant shall maintain the following insurance limits:

(1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

(2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

(c) Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

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

(2) The Tenant's insurance shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Landlord.

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

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

(f) Subcontractors. The Tenant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractors. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Tenant.

(g) No Limitation. Tenant's maintenance of insurance as required by the Lease shall not be construed to limit the liability of the Tenant to the coverage provided by such insurance, or otherwise limit the Landlord's recourse to any remedy available at law or in equity.

13. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

Clearwire LLC
Attn: Site Property Manager
5808 Lake Washington Blvd NE, Suite 300
Kirkland, WA 98033
Telephone: 425-216-7600
Fax: 425-216-7900

With a copy to:

Clearwire LLC
Attention: Legal Department
5808 Lake Washington Blvd NE, Suite 300
Kirkland, WA 98033
Telephone: 425-216-7600
Fax: 425-216-7900

If to Landlord, to:

Public Works Director
City of Auburn
25 West Main St.
Auburn, WA 98001

With a copy to:

City Attorney
City of Auburn
25 West Main St.
Auburn, WA 98001

14. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Lease Area; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

15. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any

applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, for all spills or other releases of any Hazardous Substance not caused in whole or in part by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 15 shall survive the termination or expiration of this Lease.

16. Assignment and Subleasing.

(a) The Tenant may not sublease any portion of the Lease Area, or grant any rights to the Lease Area to any third parties except as specifically set for in this Lease.

(b) All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall not be assigned by Tenant without the express written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Any attempted assignment in violation of this Section shall be void. The transfer of the rights and obligations of Tenant to a parent, subsidiary, or other affiliate of Tenant, or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of Tenant's stock or assets, shall not be deemed an assignment. Tenant shall give to Landlord thirty (30) days' prior written notice of any such transfer.

(c) Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Lease Area, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Lease Area.

17. Removal of Antenna Facilities. The Antenna Facilities are and shall remain the property of the Tenant and upon the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, remove the Antenna Facilities and restore the Lease Area to its original condition, normal wear and tear and loss due to casualty or other causes beyond Tenant's control excluded.

18. Miscellaneous.

(a) The substantially prevailing party in any litigation, including any arbitration to which the parties shall submit, arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties. At such time as the Auburn City Council approves any regulation affecting telecommunications, Tenant agrees to amend this Lease, as determined by the Landlord in order to comply with any future ordinance related to telecommunications provided, however, that in no event shall such regulation (i) materially interfere with or affect Tenant's operation of its Antenna Facilities; or (ii) increase Tenant's financial obligations under the terms of this Lease, except as provided herein, or impose some new financial obligations not already contemplated by this Lease. No amendment, change or modification of this Lease shall be valid, unless in writing and signed by all parties hereto.

(c) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit A) necessary to protect its rights or use of the Lease Area. The Memorandum of Lease may be recorded in place of this Lease by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Lease Area.

(d) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(e) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(f) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(g) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(h) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (Memorandum of Lease) is attached to this Site Lease Agreement. The terms of all Exhibits are incorporated herein for all purposes.

(i) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fees or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

19. Headings. The caption and paragraph headings used in this Lease are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

20. Liens. Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on, and for services rendered or material furnished to, the Antenna Facility, and shall keep the Antenna Facility free from all liens.

LANDLORD: City of Auburn

By: 

Peter B. Lewis, Mayor

Date: MAY 1 2006

Taxpayer ID Number: 91-6001228

TENANT: Clearwire LLC, a Nevada limited liability company

By: 

Print Name: John Saw

Its: VP

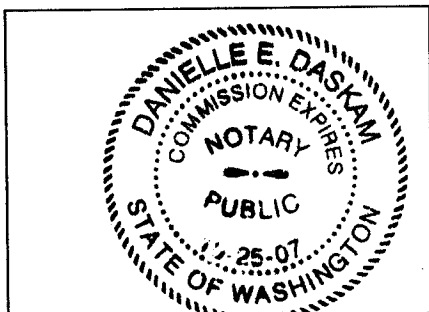
Date: 5/12/06

(acknowledgements to follow on next page)

STATE OF WA)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that Peter Blew is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of City of Auburn to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 1, 2006



(Use this space for notary stamp/seal)

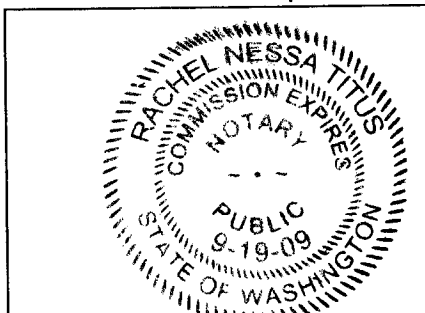
Danielle E Daskam

Notary Public
Print Name Danielle E Daskam
residing at Enumelaw
My commission expires 10-25-07

STATE OF Washington)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that John Saw is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the VP of CLEARVIEW the limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: MAY 12, 2006



(Use this space for notary stamp/seal)

Rachel Nessa Titus
Notary Public
Print Name RACHEL NESSA TITUS
residing at Seattle
My commission expires 9/19/09

Exhibit A

MEMORANDUM OF LEASE

to the Site Lease Agreement executed on the 1st day of MAY, 2006, by and between the City of Auburn, as Landlord, and Clearwater, as Tenant.

(MOL to follow on next page)

Return to:

Auburn City Clerk
25 West Main Street
Auburn, WA 98001

MEMORANDUM
OF
LEASE

THIS MEMORANDUM OF LEASE is by and between the City of Auburn, a municipal corporation under the existing laws of the State of Washington, having a mailing address of 25 West Main, Auburn, WA 98001 ("Landlord") and Clearwire LLC ("Tenant").

1. Landlord and Tenant entered into a certain Site Lease Agreement ("Lease") on the 1st day of May, 2006, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Lease.
2. Landlord is leasing to Tenant a portion of the Property described in Exhibit 1 annexed hereto.
3. The initial term of the five (5) years commences on September 1, 2005. The Lease will automatically renew for five (5) separate consecutive periods of five (5) years each upon the same terms and conditions of the Lease, unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Lease at least ninety (90) days prior to the expiration of the existing term. Unless earlier terminated, the Lease will expire on August 31, 2035.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control.
5. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD: City of Auburn

By: 

Peter B. Lewis

Its: Mayor

Date: MAY 1 2006

Taxpayer ID Number: 91-6001228

TENANT: 

By: 

Print Name: John Saw

Its: VP

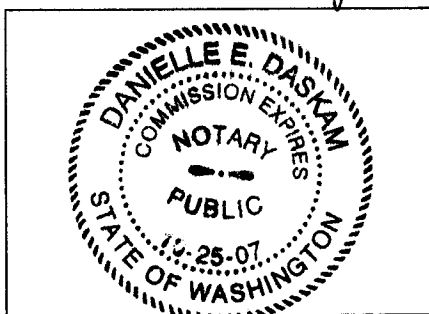
Date: 5/12/06

(acknowledgements to follow on next page)

STATE OF WA)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that Peter B. Lewis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of City of Auburn to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 1, 2006



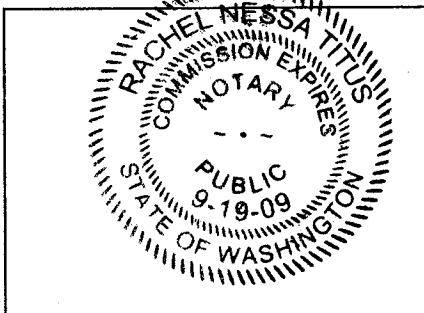
(Use this space for notary stamp/seal)

Danielle E. Daskam
Notary Public
Print Name Danielle E. Daskam
residing at Enumelaw
My commission expires 10-25-07

STATE OF Washington)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that John Sam is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the VP of Creamline, the limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/12/06



(Use this space for notary stamp/seal)

Rachel Nessa Titus
Notary Public
Print Name Rachel Nessa Titus
residing at Seattle
My commission expires 9/19/09

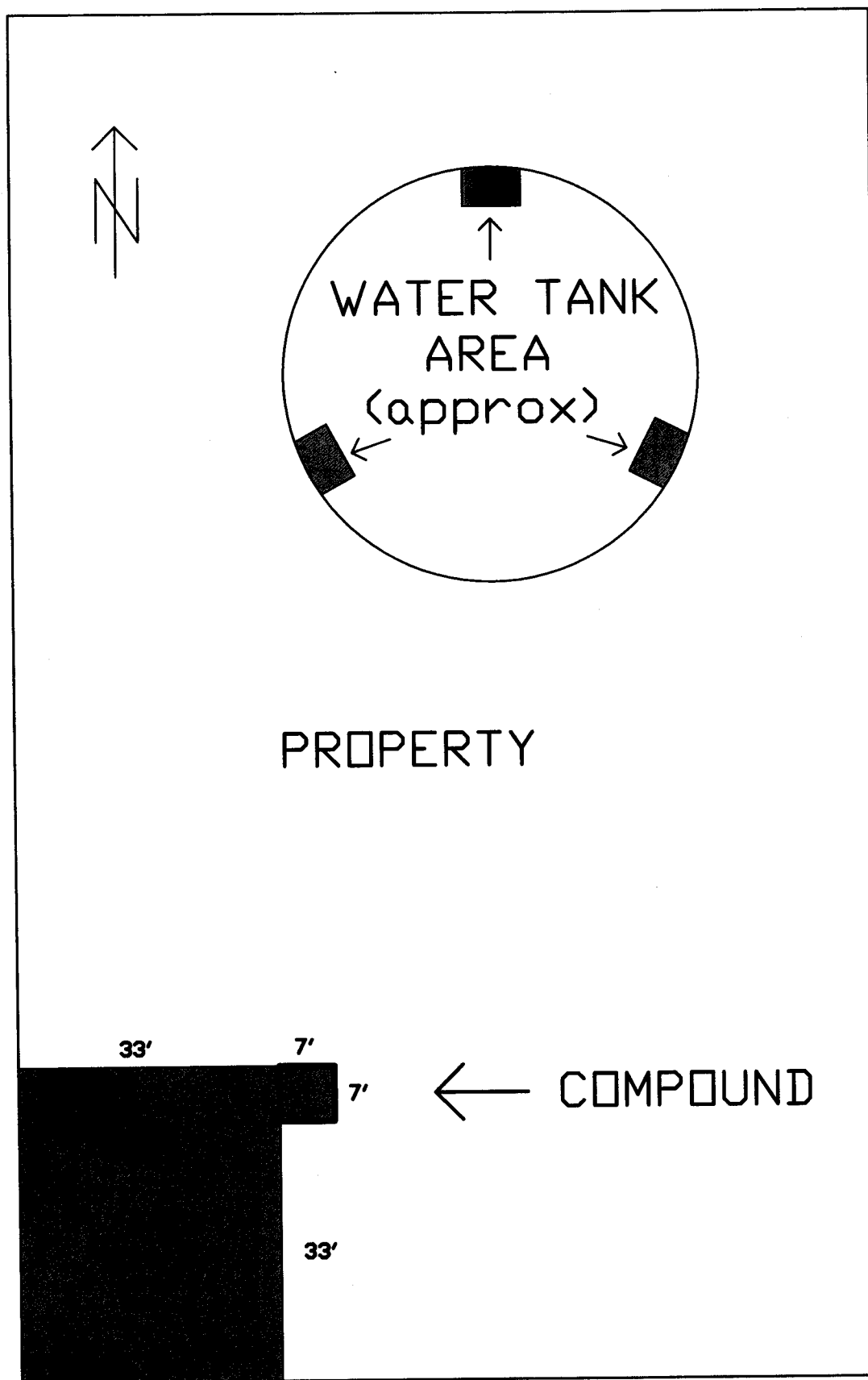
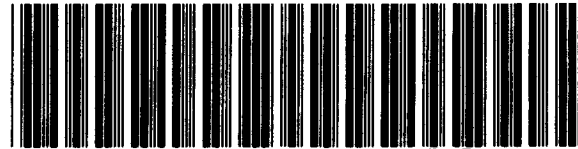


Exhibit 1 - Description of
Lease Area

89-3121-85 (1710)
A-3-17 Public Works



20060714002416

PACIFIC NW TIT MEMO 37.00
PAGE 001 OF 006
07/14/2006 15:57
KING COUNTY, WA

Return Address:
Auburn City Clerk
City of Auburn
25 West Main St.
Auburn, WA 98001

RECORDER'S COVER SHEET

Document Title(s) (or transactions contained therein): Memorandum of Lease Reference Number(s) of Documents assigned or released: <input type="checkbox"/> Additional reference #'s on page _____ of document	⑥/37 PNT- WY295-12
---	---------------------------

Grantor(s)/Borrower(s) (Last name first, then first name and initials) City of Auburn

Grantee/Assignee/Beneficiary: (Last name first) 1. Clearwire LLC
--

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range) South 175 feet of east 110 feet of the west 1,393 feet of SE ¼ of Section 31, Township 21 North, Range 5 East <input checked="" type="checkbox"/> Additional legal is on page <u>5</u> of document.

Assessor's Property Tax Parcel/Account Number 3121059047 <input type="checkbox"/> Assessor Tax # not yet assigned
--

Said document(s) were filed for record by Pacific Northwest Title as accommodation only. It has not been examined as to proper execution or as to its effect upon title.

Return to:

Auburn City Clerk
25 West Main Street
Auburn, WA 98001

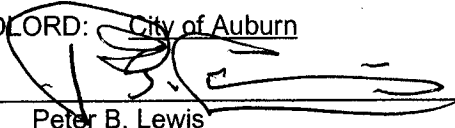
MEMORANDUM
OF
LEASE

THIS MEMORANDUM OF LEASE is by and between the City of Auburn, a municipal corporation under the existing laws of the State of Washington, having a mailing address of 25 West Main, Auburn, WA 98001 ("Landlord") and Clearwire LLC ("Tenant").

1. Landlord and Tenant entered into a certain Site Lease Agreement ("Lease") on the 1st day of May, 2006, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Lease.
2. Landlord is leasing to Tenant a portion of the Property described in Exhibit 1 annexed hereto.
3. The initial term of the five (5) years commences on September 1, 2005. The Lease will automatically renew for five (5) separate consecutive periods of five (5) years each upon the same terms and conditions of the Lease, unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Lease at least ninety (90) days prior to the expiration of the existing term. Unless earlier terminated, the Lease will expire on August 31, 2035.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control.
5. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD: City of Auburn

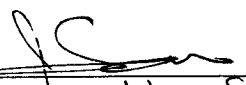
By: 
Peter B. Lewis

Its: Mayor

Date: MAY 1 2006

Taxpayer ID Number: 91-6001228

TENANT: 

By: 

Print Name: John Saw

Its: VP

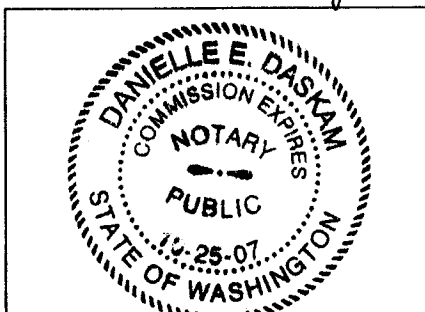
Date: 5/12/06

(acknowledgements to follow on next page)

STATE OF WA)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that Peter B. Lewis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Mayor, of City of Auburn, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 1, 2006



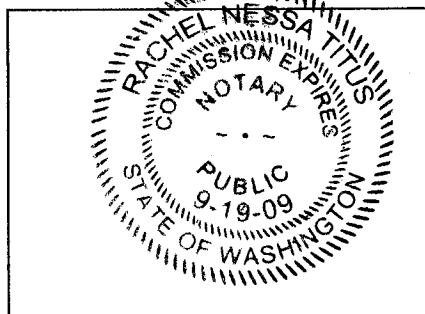
(Use this space for notary stamp/seal)

Danielle E. Daskam
Notary Public
Print Name Danielle E Daskam
residing at Enumelaw
My commission expires 10-25-07

STATE OF Washington)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that John Sam is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the VP, of Creamline, the limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/12/06



(Use this space for notary stamp/seal)

Rachel Nessa Titus
Notary Public
Print Name RACHEL NESSA TITUS
residing at Wash
My commission expires 9/19/09

EXHIBIT 1

1. DESCRIPTION OF PROPERTY

The Property is described and/or depicted as follows:

THE SOUTH 175.00 FEET OF THE EAST 110.00 FEET OF THE WEST
1,393.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP
21 NORTH, RANGE 5 EAST, W.M., CITY OF AUBURN, RECORDS OF KING
COUNTY, WASHINGTON

2. DESCRIPTION OF LEASE AREA

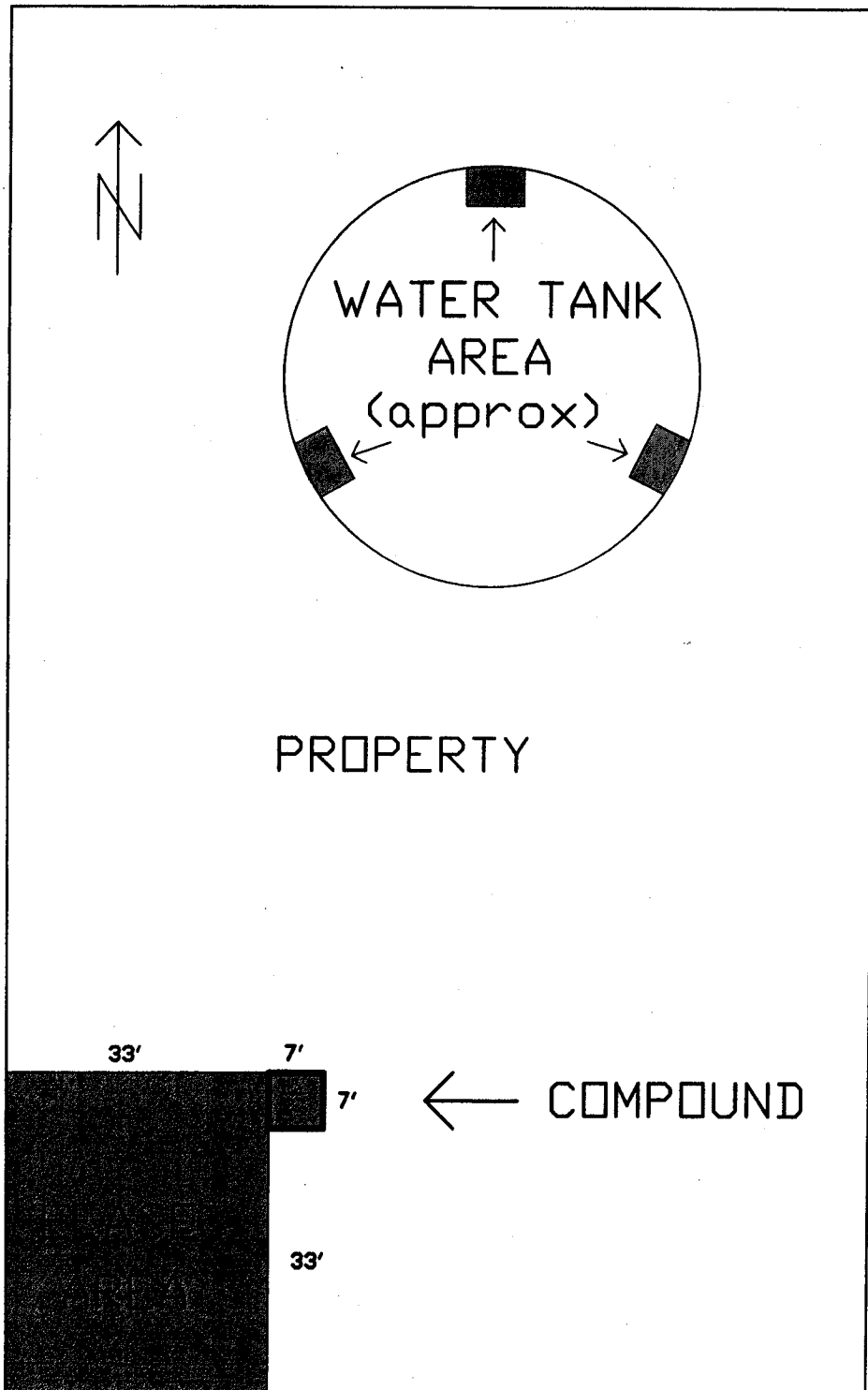


Exhibit 1 - Description of
Lease Area

PROJECTED POPULATION, ADD, AND MDD

Methodology for Population and Employment Projections

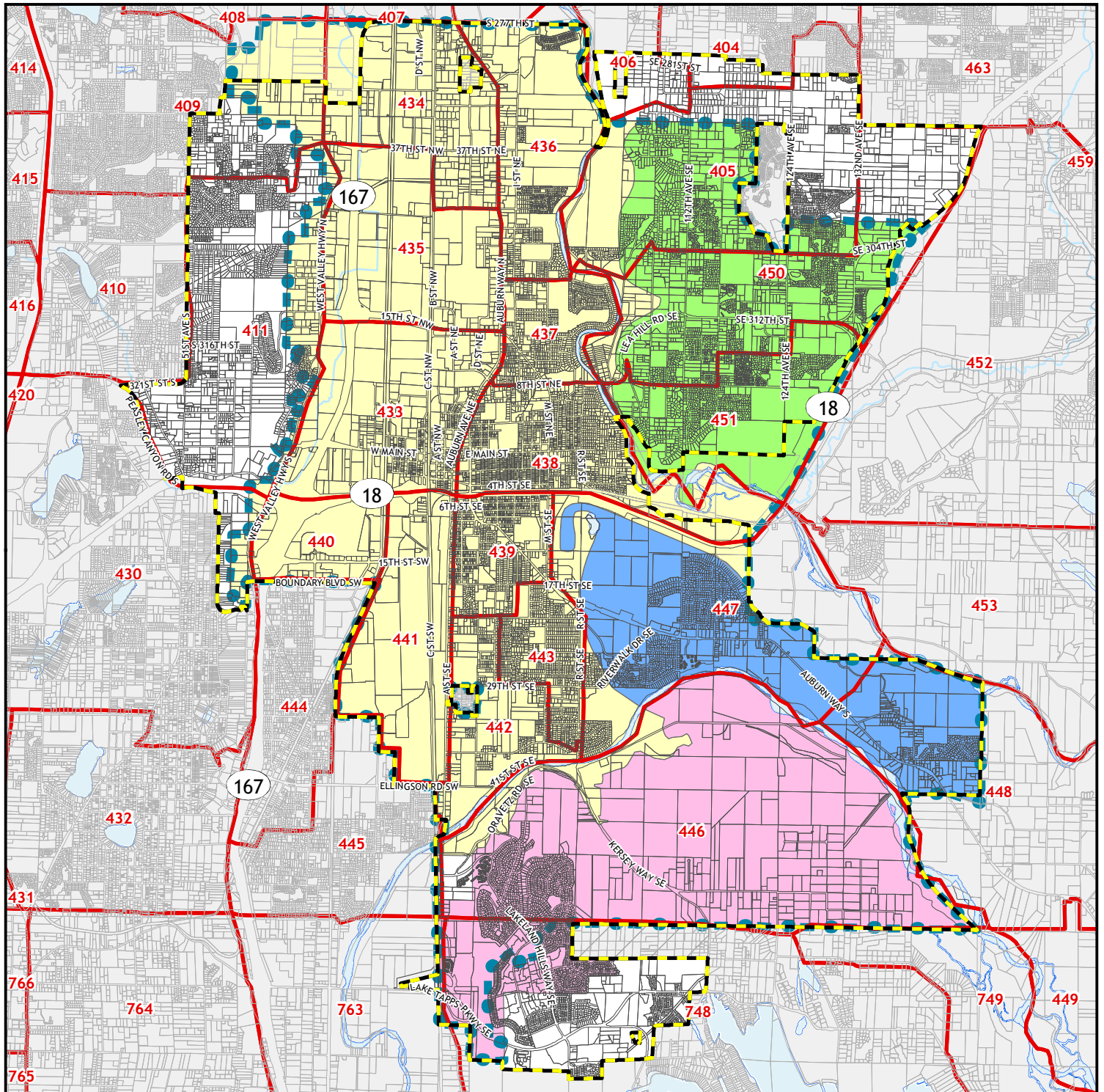
Data was obtained from the Puget Sound Regional Council (PSRC) for the years 2010, 2020, and 2030. The City utilized PSRC data for year 2005 along with permit activity to estimate the population and employment for years 2007 and 2008. Data used was delineated in the 2000 Transportation Analysis Zones (TAZ) established by PSRC for population and employment data. Population projections for 2014 were computed by averaging data for years 2010 and 2020 provided by PSRC.

The PSRC data was provided in geographic subdivisions, TAZs, and is illustrated in the figure attached to this appendix. Each TAZ includes projected growth of population and employment. The TAZ projections were allocated by individual water service area using an area-allocation procedure. This procedure allocated population and employment growth projections based on the percentage of each TAZ within the individual water service area. The resulting total population and employment growth projections can be seen in Table 4.8 within Chapter 4. The resulting household (by ERU) projections can be seen in Table 4.X within Chapter 4. A full table of projections by TAZ is included in this appendix.

The individual service area of Lakeland encompasses a small portion of the City that lies within Pierce County. The affected TAZ is number 748 (see the attached figure); however, this TAZ is quite large and extends to the mid-point of Lake Tapps. In projecting the population and employment for the Pierce County portion of the Lakeland Service Area, staff utilized existing developments to determine number of households and permit data, as well as a portion of the TAZ data based on the percentage of land within the TAZ.

Information was also provided for each school and its capacity within the Water Service Area. The data source for each school came from the six-year Capital Facilities Plan each school district prepares annually.

City of Auburn Water Comprehensive Plan-Transportation Analysis Zones



Auburn City Limits



Transportation Analysis Zones 2000



Parcels Outside City Limits



Auburn Water Service Boundary



Parcels Inside City Limits



Water Features



Potential Annexation Areas

Pressure Zones Boundaries



Academy Service Area



Lakeland Service Area



Lea Hill Service Area



Valley Service Area

0 1,600 3,200 4,800 6,400 8,000 9,600
FEET



Printed On: 07/02/09
Map ID: 3319

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.

Existing and Projected Average and Maximum Daily Demands (Lea Hill)

Classification	2008					2014					2018					2028					Ultimate			
	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (gpd)	Max. Day (mgd)	Annual Total (MG)	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (gpd)	Max. Day (mgd)	Annual Total (MG)	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (gpd)	Max. Day (mgd)	Annual Total (MG)	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (gpd)	Max. Day (mgd)	Annual Total (MG)	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (mgd)	Annual Total (MG)
Single-family/Duplex	735,065	0.74	1,330,938	1.33	268.3	826,365	0.83	1,496,251	1.50	301.6	936,392	0.94	1,695,469	1.70	341.8	1,082,290	1.08	1,959,638	1.96	395.0	1,697,170	1.70	3.07	619.5
Multifamily	109,943	0.11	199,067	0.20	40.1	123,496	0.12	223,608	0.22	45.1	159,414	0.16	288,642	0.29	58.2	202,682	0.20	366,985	0.37	74.0	267,300	0.27	0.48	97.6
Commercial	9,269	0.01	16,783	0.02	3.4	12,644	0.01	22,893	0.02	4.6	14,779	0.01	26,760	0.03	5.4	20,204	0.02	36,582	0.04	7.4	30,306	0.03	0.05	11.1
Mfg/Industry	0	0.00	0	0.00	0.0	0	0.00	0	0.00	0.0	0	0.00	0	0.00	0.0	0	0.00	0	0.00	0.0	0	0.00	0.00	0.0
Schools	40,825	0.04	73,920	0.07	14.9	45,889	0.05	83,088	0.08	16.7	53,393	0.05	96,675	0.10	19.5	63,031	0.06	114,127	0.11	23.0	94,547	0.09	0.17	34.5
City Accounts	0	0.00	0	0.00	0.0	0	0.00	0	0.00	0.0	0	0.00	0	0.00	0.0	0	0.00	0	0.00	0.0	0	0.00	0.00	0.0
Irrigation	57,669	0.06	104,418	0.10	21.0	74,713	0.07	135,278	0.14	27.3	87,087	0.09	157,684	0.16	31.8	122,810	0.12	222,364	0.22	44.8	184,214	0.18	0.33	67.2
Non-Revenue	80,282	0.08	145,362	0.15	29.3	91,264	0.09	165,246	0.17	33.3	105,417	0.11	190,872	0.19	38.5	125,636	0.13	227,481	0.23	45.9	191,572	0.19	0.35	69.9
Total	1,033,053	1.03	1,870,488	1.87	377	1,174,371	1.17	2,126,364	2.13	429	1,356,483	1.36	2,456,102	2.46	495	1,616,652	1.62	2,927,176	2.93	590	2,465,109	2.47	4.46	900

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125636

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191572

0

Existing and Projected Average and Maximum Daily Demands (Valley)

Classification	2008					2014					2018					2028					Ultimate			
	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (gpd)	Max. Day (mgd)	Annual Total (MG)	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (gpd)	Max. Day (mgd)	Annual Total (MG)	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (gpd)	Max. Day (mgd)	Annual Total (MG)	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (gpd)	Max. Day (mgd)	Annual Total (MG)	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (mgd)	Annual Total (MG)
Single-family/Duplex	1,175,035	1.18	2,127,566	2.13	428.9	1,036,423	1.04	1,876,589	1.88	378.3	1,064,263	1.06	1,926,997	1.93	388.5	1,128,224	1.13	2,042,808	2.04	411.8	1,879,100	1.88	3.40	685.9
Multifamily	1,240,948	1.24	2,246,911	2.25	452.9	2,459,019	2.46	4,452,399	4.45	897.5	2,641,586	2.64	4,782,963	4.78	964.2	2,890,980	2.89	5,234,525	5.23	1,055.2	2,890,800	2.89	5.23	1,055.1
Commercial	1,134,669	1.13	2,054,478	2.05	414.2	1,472,507	1.47	2,666,182	2.67	537.5	1,637,084	1.64	2,964,171	2.96	597.5	1,976,710	1.98	3,579,112	3.58	721.5	1,976,710	1.98	3.58	721.5
Mfg/Industry	812,627	0.81	1,471,375	1.47	296.6	957,205	0.96	1,733,154	1.73	349.4	999,700	1.00	1,810,097	1.81	364.9	1,077,948	1.08	1,951,776	1.95	393.5	1,077,948	1.08	1.95	393.5
Schools	140,041	0.14	253,564	0.25	51.1	168,460	0.17	305,020	0.31	61.5	176,822	0.18	320,161	0.32	64.5	190,434	0.19	344,808	0.34	69.5	190,434	0.19	0.34	69.5
City Accounts	16,658	0.02	30,162	0.03	6.1	20,039	0.02	36,283	0.04	7.3	21,034	0.02	38,084	0.04	7.7	22,653	0.02	41,016	0.04	8.3	22,653	0.02	0.04	8.3
Irrigation	450,210	0.45	815,168	0.82	164.3	555,627	0.56	1,006,041	1.01	202.8	598,768	0.60	1,084,154	1.08	218.6	685,017	0.69	1,240,320	1.24	250.0	685,017	0.69	1.24	250.0
Non-Revenue	418,796	0.42	758,289	0.76	152.9	561,965	0.56	1,017,517	1.02	205.1	601,566	0.60	1,089,220	1.09	219.6	671,731	0.67	1,216,263	1.22	245.2	734,986	0.73	1.33	268.3
Total	5,388,985	5.39	9,757,513	9.76	1,967	7,231,245	7.23	13,093,185	13.09	2,639	7,740,823	7.74	14,015,847	14.02	2,825	8,643,698	8.64	15,650,629	15.65	3,155	9,457,649	9.46	17.12	3,452

iterate418796

check = 0

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561965

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601566

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671731

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734986

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Existing and Projected Average and Maximum Daily Demands (Lakeland)

Classification	2008					2014					2018					2028					Ultimate			
	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (gpd)	Max. Day (mgd)	Annual Total (MG)	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (gpd)	Max. Day (mgd)	Annual Total (MG)	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (gpd)	Max. Day (mgd)	Annual Total (MG)	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (gpd)	Max. Day (mgd)	Annual Total (MG)	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (mgd)	Annual Total (MG)
Single-family/Duplex	267,886	0.27	485,045	0.49	97.8	357,052	0.36	646,493	0.65	130.3	415,080	0.42	751,561	0.75	151.5	444,133	0.44	804,164	0.80	162.1	1,020,280	1.02	1.85	372.4
Multifamily	90,782	0.09	164,374	0.16	33.1	99,915	0.10	180,909	0.18	36.5	103,557	0.10	187,504	0.19	37.8	106,655	0.11	193,114	0.19	38.9	169,950	0.17	0.31	62.0
Commercial	1,123	0.00	2,034	0.00	0.4	1,287	0.00	2,331	0.00	0.5	1,502	0.00	2,719	0.00	0.5	2,019	0.00	3,656	0.00	0.7	7,269	0.01	0.01	2.7
Mfg/Industry	0	0.00	0	0.00	0.0	0	0.00	0	0.00	0.0	0	0.00	0	0.00	0.0	0	0.00	0	0.00	0.0	0	0.00	0.00	0.0
Schools	6,200	0.01	11,227	0.01	2.3	7,796	0.01	14,116	0.01	2.8	8,783	0.01	15,904	0.02	3.2	9,306	0.01	16,850	0.02	3.4	33,502	0.03	0.06	12.2
City Accounts	2,309	0.00	4,181	0.00	0.8	2,903	0.00	5,256	0.01	1.1	3,271	0.00	5,922	0.01	1.2	3,465	0.00	6,275	0.01	1.3	12,475	0.01	0.02	4.6
Irrigation	26,819	0.03	48,559	0.05	9.8	27,150	0.03	49,159	0.05	9.9	29,964	0.03	54,255	0.05	10.9	36,917	0.04	66,844	0.07	13.5	132,903	0.13	0.24	48.5
Non-Revenue	33,293	0.03	60,282	0.06	12.2	41,802	0.04	75,688	0.08	15.3	47,368	0.05	85,766	0.09	17.3	50,767	0.05	91,921	0.09	18.5	115,976	0.12	0.21	42.3
Total	428,412	0.43	775,700	0.78	156	537,905	0.54	973,953	0.97	196	609,525	0.61	1,103,631	1.10	222	653,263	0.65	1,182,824	1.18	238	1,492,355	1.49	2.70	545

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Existing and Projected Average and Maximum Daily Demands (Academy)

Classification	2008					2014					2018					2028					Ultimate			
	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (gpd)	Max. Day (mgd)	Annual Total (MG)	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (gpd)	Max. Day (mgd)	Annual Total (MG)	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (gpd)	Max. Day (mgd)	Annual Total (MG)	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (gpd)	Max. Day (mgd)	Annual Total (MG)	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (mgd)	Annual Total (MG)
Single-family/Duplex	298,871	0.30	541,149	0.54	109.1	297,381	0.30	538,450	0.54	108.5	301,614	0.30	546,114	0.55	110.1	346,090	0.35	626,644	0.63	126.3	755,090	0.76	1.37	275.6
Multifamily	170,783	0.17	309,226	0.31	62.3	258,423	0.26	467,911	0.47	94.3	296,955	0.30	537,680	0.54	108.4	297,928	0.30	539,440	0.54	108.7	338,250	0.34	0.61	123.5
Commercial	76,180	0.08	137,934	0.14	27.8	153,969	0.15	278,783	0.28	56.2	178,519	0.18	323,235	0.32	65.2	239,636	0.24	433,894	0.43	87.5	383,417	0.38	0.69	139.9
Mfg/Industry	0	0.00	0	0.00	0.0	0	0.00	0	0.00	0.0	0	0.00	0	0.00	0.0	0	0.00	0	0.00	0.0	0	0.00	0.00	0.0
Schools	40,732	0.04	73,751	0.07	14.9	45,149	0.05	81,748	0.08	16.5	47,599	0.05	86,184	0.09	17.4	52,397	0.05	94,871	0.09	19.1	83,835	0.08	0.15	30.6
City Accounts	1,445	0.00	2,616	0.00	0.5	1,601	0.00	2,899	0.00	0.6	1,688	0.00	3,056	0.00	0.6	1,858	0.00	3,365	0.00	0.7	2,973	0.00	0.01	1.1
Irrigation	29,395	0.03	53,224	0.05	10.7	58,063	0.06	105,132	0.11	21.2	67,156	0.07	121,595	0.12	24.5	89,596	0.09	162,227	0.16	32.7	143,354	0.14	0.26	52.3
Non-Revenue	52,024	0.05	94,197	0.09	19.0	68,638	0.07	124,279	0.12	25.1	75,290	0.08	136,323	0.14	27.5	86,579	0.09	156,763	0.16	31.6	143,828	0.14	0.26	52.5
Total	669,429	0.67	1,212,096	1.21	244	883,225	0.88	1,599,202	1.60	322	968,821	0.97	1,754,187	1.75	354	1,114,084	1.11	2,017,205	2.02	407	1,850,747	1.85	3.35	676

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Existing and Projected Average and Maximum Daily Demands (Total)

Classification	2008					2014					2018					2028					Ultimate			
	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (gpd)	Max. Day (mgd)	Annual Total (MG)	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (gpd)	Max. Day (mgd)	Annual Total (MG)	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (gpd)	Max. Day (mgd)	Annual Total (MG)	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (gpd)	Max. Day (mgd)	Annual Total (MG)	Avg. Day (gpd)	Avg. Day (mgd)	Max. Day (mgd)	Annual Total (MG)
Single-family/Duplex	2,476,857	2.48	4,484,698	4.48	904.1	2,517,221	2.52	4,557,783	4.56	918.8	2,717,349	2.72	4,920,141	4.92	991.8	3,000,736	3.00	5,433,255	5.43	1,095.3	5,351,640	5.35	9.69	1,953.3
Multifamily	1,612,455	1.61	2,919,577	2.92	588.5	2,940,853	2.94	5,324,827	5.32	1,073.4	3,201,513	3.20	5,796,788	5.80	1,168.6	3,498,245	3.50	6,334,065	6.33	1,276.9	3,666,300	3.67	6.64	1,338.2
Commercial	1,221,242	1.22	2,211,229	2.21	445.8	1,640,408	1.64	2,970,189	2.97	598.7	1,831,885	1.83	3,316,885	3.32	668.6	2,238,570	2.24	4,053,245	4.05	817.1	2,397,703	2.40	4.34	875.2
Mfg/Industry	812,627	0.81	1,471,375	1.47	296.6	957,205	0.96	1,733,154	1.73	349.4	999,700	1.00	1,810,097	1.81	364.9	1,077,948	1.08	1,951,776	1.95	393.5	1,077,948	1.08	1.95	393.5
Schools	227,799	0.23	412,462	0.41	83.1	267,294	0.27	483,973	0.48	97.6	286,597	0.29	518,924	0.52	104.6	315,168	0.32	570,656	0.57	115.0	402,317	0.40	0.73	146.8
City Accounts	20,412	0.02	36,959	0.04	7.5	24,543	0.02	44,439	0.04	9.0	25,993	0.03	47,063	0.05	9.5	27,976	0.03	50,655	0.05	10.2	38,101	0.04	0.07	13.9
Irrigation	564,093	0.56	1,021,369	1.02	205.9	715,554	0.72	1,295,610	1.30	261.2	782,975	0.78	1,417,687	1.42	285.8	934,341	0.93	1,691,755	1.69	341.0	1,145,489	1.15	2.07	418.1
Non-Revenue	584,395	0.58	1,058,129	1.06	213.3	763,670	0.76	1,382,732	1.38	278.7	829,641	0.83	1,502,182	1.50	302.8	934,713	0.93	1,692,429	1.69	341.2	1,186,362	1.19	2.15	433.0
Total	7,519,879	7.52	13,615,797	13.62	2,745	9,826,748	9.83	17,792,707	17.79	3,587	10,675,652	10.68	19,329,768	19.33	3,897	12,027,697	12.03	21,777,836	21.78	4,390	15,265,860	15.27	27.64	5,572

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DESIGN & CONSTRUCTION STANDARDS

PREFACE FOR THE CITY OF AUBURN CONSTRUCTION STANDARDS

Grading, Utility, Street and other civil construction work within the City of Auburn shall utilize applicable Washington State Department of Transportation (WSDOT) Standard Plans for Road and Bridge Construction as supplemented by the City of Auburn Standard Details and the 2002 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (English Version) as supplemented and amended by the City of Auburn Standard Specifications contained herein. These standards are to be used in addition to the information supplied on the approved plans.

Contractors are required to have the City of Auburn Construction Standards, WSDOT Standard Plans for Road and Bridge Construction, and the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction available at the job site during construction.

WSDOT Standard Plans and Specifications are available at a nominal charge from the Washington State Department of Transportation at (360) 705-7430.

The City of Auburn Construction Standards is available at a nominal charge from the City of Auburn Public Works Department at (253) 931-3010. The City of Auburn Construction Standards were last updated April 2002. It is the responsibility of the user to verify future changes with the City of Auburn.

All references to pay items are not applicable.

Also incorporated into the City of Auburn Construction Standards by reference are the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, current edition, and the American Water Works Association Standards (AWWA), current edition.

DIVISION 7: DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

7-01 DRAINS

Deleted: ¶
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7-01.2 MATERIALS Replacement

All drainpipe shall be manufactured of polyvinyl chloride meeting the requirements of Section 9-05.12 (Polyvinyl Chloride (PVC) Pipe). Trench drains shall be Polydrain Part No. 420 with stainless steel grates Polydrain Part No. 440 or approved equal placed on cement concrete Class 3000 per Section 6-02 (Concrete Structures).

7-01.3 CONSTRUCTION REQUIREMENTS Supplement

PVC drainpipe shall be used to connect existing roof drains and downspouts to the roadway drainage system. The amount of pipe shown in the proposal is approximate and provided for bidding purposes only.

Wherever a drain pipe trench is located in the roadway, sidewalk, or other area where minor settlement would be detrimental and where the Engineer determines that the native material is not suitable for backfill, the trench shall be backfilled with "Select Pipe Trench Backfill" per trench detail(s) shown in the plans or as directed by the Engineer.

The trench drain shall be installed per the manufacturer's recommendations and shall be flush with the cement concrete surface to provide the proper surface drainage control. The trench drain shall be connected to the nearest catch basin with "PVC Drain Pipe – 4 inches or 6 inches Diameter" as shown on the plans or as directed by the Engineer.

7-04 STORM SEWERS

7-04.2 MATERIALS Revision

Replace the first paragraph and list of materials with the following:

Only the pipe materials listed are approved for use on City storm sewer systems. Materials shall be in accordance with all provisions of the following sections:

Concrete Storm Sewer Pipe	9-05.7(1)&(2) (Plain Concrete Storm Sewer Pipe & Reinforced Concrete Storm Sewer Pipe)
Solid Wall Polyvinyl Chloride (PVC) Pipe, SDR-35	9-05.12(1) (Solid Wall PVC Culvert Pipe, Solid Wall PVC Storm Sewer Pipe, and Solid Wall PVC Sanitary Sewer Pipe)
Polyvinyl Chloride (PVC) pipe, SDR-21	9-30.1(5) (Polyvinyl Chloride (PVC))
Ductile Iron Pipe, Special Class 52	9-30.1(1) (Ductile Iron Pipe)
High Density Polyethylene Pipe (HDPE)	9-05.21 (High Density Polyethylene Pipe (HDPE))

The laying length for PVC (SDR-35) shall not exceed 12 feet 6 inches.

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The last paragraph prior to the Table of "Storm Sewer Pipe Schedules" and the Storm Sewer Pipe Schedules Table are deleted.

7-04.3(1)F LOW PRESSURE AIR TEST FOR STORM SEWERS
CONSTRUCTED OF NON-PERMEABLE MATERIALS Supplement

If the test shows zero leakage after a five minute test time, the Engineer has the authority to accept and end the test immediately.

7-04.3(1)G TELEVISION INSPECTION New Section

All of the provisions of 7-17.3(2)H shall apply.

7-05 MANHOLES, INLETS AND CATCH BASINS

7-05.1 DESCRIPTION Replacement

This work shall consist of constructing manholes, inlets, drywells, trash racks, and catch basins and connecting to existing structures of the types and sizes designated in accordance with the Plans, all provisions of the Specifications, and the Standard Plans, in conformity with the lines and grades staked.

7-05.2 MATERIALS Supplement

Manholes shall be complete with frames and covers. Catch Basins shall be complete with frames and grates unless otherwise specified on the plans to be provided with solid metal covers or manhole frames and covers. All storm sewer grates shall have the words "OUTFALL TO STREAMS, DUMP NO POLLUTANTS" cast in place. All frames, grates, and covers shall be ductile iron. Manhole and catch basin steps and handholds shall be steel-reinforced copolymer polypropylene (ASTM D4101) with ½ inch steel reinforcing bar (ASTM A615 Grade 60) and in conformance with ASTM C478.

The fabricator of all precast Sanitary manholes shall seal them with Tamoseal Cement Based Waterproof Finish or approved equal applied to all interior and exterior surfaces in accordance with the manufacturers recommendations. The Contractor shall have adequate product on hand to seal any field modifications to sanitary sewer manholes.

Trash racks shall be constructed in accordance with Section 6-02 (Concrete Structures), 6-03 (Steel Structures), as shown on Standard Detail No. STORM-09 in Section II of this Document, or as detailed in the plans.

7-05.3 CONSTRUCTION REQUIREMENTS Supplement

All pipes entering or leaving new or existing manholes, catch basins or inlets shall be placed on firmly compacted bedding, particularly within the area of the manhole excavation which

DIVISION 7: DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

normally is deeper than that of the pipe trench. Special care shall be taken to see that the openings through which pipes or adapters (see below) penetrate the manhole are completely and firmly rammed full of non-shrink grout to ensure watertightness.

Manhole adapters will be provided when connecting PVC or Polyethylene pipes to any new or existing manholes, catch basins or inlets. All manhole adapters for PVC and Polyethylene pipe shall be of a style as required and manufactured for the specific application with sufficient tangent at the ends to allow for proper joint connections. Field fabrication manhole adapters will not be permitted. All manhole adapters to be provided on this project must have approval from the Engineer in writing before be installed on this project.

7-05.3(1) ADJUSTING MANHOLES CATCH BASINS & WATER VALVES TO GRADE

Supplement

Adjustment shall also be in accordance with Standard Detail No. TRAFFIC-12 in Section II of this Document. Manholes, catch basins, and water valves shall not be adjusted until the asphalt paving is completed, at which time the center of each structure shall be carefully relocated from references previously established by the Contractor. The pavement shall be cut in a restricted area and the base material removed to permit removal of the frame or ring. The structure shall be adjusted to finish street grade. Temporary access to manholes, catch basins, and water valves shall be provided as soon as practical after paving.

The frame or ring shall be placed on concrete blocks and/or wedged up to the desired grade. The asphalt concrete pavement shall be cut and removed, the dimensions of which shall be equal to the inside dimensions of the opening plus 2 feet. The base materials and crushed rock shall be removed and Class 3000 cement concrete shall be placed so that the entire volume of the excavation is replaced to within, but not to exceed 1½ inches of the finished pavement surface. Once manholes or catch basins have been adjusted to finished grade and the cement concrete backfill has cured (the day following placing the cement concrete), the asphalt concrete class B patches shall be placed and compacted with hand tampers and a patching roller within 48 hours or as directed by the engineer. A quick setting admixture shall be added to the cement concrete backfill.

7-05.3(3) CONNECTIONS TO EXISTING MANHOLES

Supplement

Where shown in the plans or as directed by the Engineer, existing storm drain lines shall be extended to connect to a new manhole. The pipe extension shall be the same diameter as the existing pipe. Dissimilar pipes shall be joined per Section 7-08.3(2)G (Jointing of Dissimilar Pipe) of these Special Provisions.

7-05.3(5) CHANNELS FOR MANHOLES

New Section

Channels for manholes shall be made to conform accurately to the sewer grade, and shall be brought together smoothly with well-rounded junctions. Channel sides shall be carried up vertically to the crown elevation of the various pipes, and the concrete shelf between

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channels shall be smoothly finished and warped evenly with slopes to drain in accordance with WSDOT Standard Plans No. B-23a, b and c.

Channels for manholes shall be constructed with non-shrinking mortar. Mortar shall be composed of approximately one part Type II Portland Cement, 1½ to 2 parts sand, 2 to 3 fluid ounces of water-reducing retarder per sack of cement. Sand, cement, and water shall be as specified for concrete. Water-reducing retarder shall be Master Builder's Pozzoloth, Sika Chemical Corporation Plastiment, or an equal product and shall meet ASTM C494 specification for chemical admixture for concrete.

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.1 DESCRIPTION Replacement

This information shall cover the general requirements for installing culverts, storm sewers, sanitary sewers, and water mains. The Contractor shall also follow all provisions of Sections 7-02 (Culverts), 7-04 (Storm Sewers), 7-10 Trench Exc., Bedding, and Backfill For Water Mains), 7-17 (Sanitary Sewers), and 1-07.23 (Public Convenience and Safety) as it applies to the specific kind of work.

7-08.2 MATERIALS Replacement

Imported bedding, backfill and foundation materials shall meet the requirements of the following sections:

Bedding Materials and Select Trench Backfill	9-03.9(3)	(Crushed Surfacing)
Foundation Material	9-03.17	(Foundation Material Class A and Class B)
Trench Backfill	9-03.19	(Back Run Gravel for Trench Backfill)
Controlled Density Fill	2-09.3(1)E	(Backfilling)

7-08.3 CONSTRUCTION REQUIREMENTS

All pipes shall be installed in accordance with Standard Detail Nos. TRAFFIC-02, TRAFFIC-03, and TRAFFIC-04 in Section II of this Document.

All references in this section (7-08) to the Standard Plan shall refer to the Standard Detail Nos. TRAFFIC-02, TRAFFIC-03, and TRAFFIC-04 in Section II of this Document.

If any of the excavated (also referred to as native) material meets the specifications of material listed in Section 7-08.2 (Materials), the Engineer may require that such material, in the quantity required, be selectively removed, stockpiled separately, and used as pipe bedding, foundation material, or trench backfill instead of the quantities of pipe bedding, foundation material, or trench backfill respectively.

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7-08.3(1) EXCAVATION AND PREPARATION OF TRENCH

7-08.3(1)A TRENCHES

Revision

The Second Sentence of the Third Paragraph is deleted and replaced with the following:

Above the top of the pipe zone, the Contractor may over excavate for L&I considerations in non-critical, off street areas. Shoring is required in all street excavations. Shoring is the responsibility of the Contractor, refer to Section 2-09.3(3)D (Shoring and Cofferdams).

The First Sentence of the Eighth Paragraph is deleted and replaced with the following:

If any of the excavated (also referred to as native) material meets the specifications of material listed in Section 7-08.2 (Materials), the Engineer may require that such material, in the quantity required, be selectively removed, stockpiled separately, and used as pipe bedding, foundation material, or trench backfill instead of the quantities of pipe bedding, foundation material, or trench backfill respectively.

7-08.3(1)B SHORING

Supplement

The requirements of the Occupational Safety and Health Act (OSHA) and the Washington Industrial Safety and Health Act of 1973 (WISHA), RCW Chapter 49.17, shall apply to all excavation, trenching and ditching operation on this project. All trenches 4 feet and over in depth shall be shored in compliance with applicable Federal and State regulations.

7-08.3(1)C BEDDING THE PIPE

Revision

Delete first sentence of the second paragraph and replace with the following:

Pipe bedding shall be per trench detail(s) shown on the plans or as directed by the Engineer.

7-08.3(2)B PIPE LAYING - GENERAL

Supplement

The Contractor shall use neat, vertical full-depth saw cuts for trenching through existing asphalt or cement concrete pavement surfaced areas.

All pipe shall be neatly cut using an approved mechanical cutter without causing damage to the pipe.

7-08.3(2)G JOINTING OF DISSIMILAR PIPE

Supplement

Where new pipe is connected to existing pipe, the Contractor shall verify the type of existing pipe and join pipes with a pipe adapter specifically manufactured for joining the pipes involved or as directed by the Engineer.

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7-08.3(2)J JOINING HIGH DENSITY POLYETHYLENE PIPE (HDPE) PIPE

New Section

Section of HDPE shall be joined into continuous lengths on the job site above ground. The joining shall be the butt fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. The butt fusion equipment used in the joining procedures shall be capable of meeting all conditions recommended by the pipe manufacturer, including but not limited to, temperature requirements of 400 degrees F, alignment, and 75 psi interfacial fusion pressure.

7-08.3(2)K PACKAGING, HANDLING, STORAGE HIGH DENSITY POLYETHYLENE PIPE (HDPE) PIPE

New Section

The manufacturer shall package the pipe in a manner designed to deliver the pipe to the project neatly, intact, and without physical damage. The transportation carrier shall use appropriate methods and intermittent checks to insure the pipe is properly supported, stacked, and restrained during transport such that the pipe is not nicked, gouged, or physically damaged. Pipe shall be stored on clean, level ground to prevent undue scratching or gouging of the pipe. If the pipe must be stacked for storage, such stacking shall be done in accordance with the pipe manufacturer's recommendations. The handling of the pipe shall be done in such a manner that it is not damaged by dragging over sharp objects or cut by chokers or lifting equipment.

Section of pipe having been discovered with cuts or gouges in excess of 10% of the wall thickness of the pipe shall be cut out and removed. The undamaged portions of the pipe shall be rejoined using butt fusion joining method.

Fused segments of pipe shall be handled so as to avoid damage to the pipe. When lifting fused sections of pipe, chains or cable type chokers must be avoided. Nylon slings are preferred. Spreader bars are recommended when lifting long fused sections. Care must be exercised to avoid cutting or gouging the pipe.

7-08.3(2)L DEWATERING TRENCHES

New Section

Where water is encountered in the trench, it shall be removed during pipe-laying operations and the trench so maintained until the end of the pipe are sealed and provisions are made to prevent floating of the pipe. Trench water or other deleterious materials shall not be allowed to enter the pipe at any time.

7-08.3(3) BACKFILLING

Supplement

Unless otherwise shown in the plans "Select Pipe Trench Backfill" shall be used where trenches are excavated across existing paved streets.

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Unless otherwise shown in the plans "Controlled Density Fill" shall be used where trenches are transverse to major arterial roadways. The Engineer may require "Controlled Density Fill" where uniform compaction around other utilities, foundations or other fixed objects is not possible.

7-08.3(3)A VERTICAL CLEARANCE BETWEEN UTILITY LINES New Section

Where the vertical clearance between adjacent storm drainage lines, water or sanitary sewer lines is 2 to 6 inches a pad is required. The pad shall be 3 feet x 3 feet x 2.5 inches minimum, and placed between the storm drainage pipe and the utility pipe. The pad shall be ethylene vinyl acetate, Rubatex Laboratories R-5010-A, or an approved equal. All costs necessary to furnish and install the pad shall be considered incidental to pipe laying.

7-08.3(4) PLUGGING EXISTING PIPE Replacement

All existing pipes shown on the plans or designated by the Engineer to be abandoned shall be plugged on the inlet and outlet ends for a distance of three times the diameter with Class 3000 cement concrete. Care shall be used in placing the concrete in the pipe to insure that the openings are completely filled and thoroughly plugged.

All existing pipes shown on the plans or designated by the Engineer to be filled shall be filled with controlled density fill (CDF) for the entire length of pipe specified.

7-08.3(5) PIPE TRENCH RESTORATION New Section

Trenches excavated as part of a new street construction shall be completed to subgrade before placing surfacing materials and sidewalks. Final restoration will be completed with the street surfacing.

In existing streets, sidewalks and other native or landscaped areas, the restoration shall be to a minimum of the existing adjacent surfaces. Asphalt and cement concrete pavement, sidewalks, etc., shall be replaced upon a firm unyielding base to match existing surface thickness as directed by the Engineer. The minimum asphalt concrete pavement repair section shall be 2 inches thick.

7-09 WATER MAINS

7-09.3(24)J PREVENTING REVERSE FLOW Supplement

Prior to beginning the water main installation the Contractor shall prepare a plan showing the intended method, in detail, which will be incorporated to insure the prevention of reverse flows from entering the existing distribution system. The plan shall meet the requirement of WAC 246-290-490.

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The Contractor shall consider this plan as a submittal, and submit it per the specifications provided in Section 1-06 (Submittals). The City must approve this plan prior to the Contractor starting work on the water main.

7-10 TRENCH EXC., BEDDING, AND BACKFILL FOR WATER MAINS

7-10.1 DESCRIPTION Supplement

The Contractor shall also follow the requirements of 7-08 (General Pipe Installation Requirements).

7-11 PIPE INSTALLATION FOR WATER MAINS

7-11.1 GENERAL Supplement

Water main shut-offs shall be in accordance with Section 1-07.17(1) (Disruption to City Water Services).

Water mains shall be installed with 42 inch minimum finished pipe cover, unless the Engineer determines less cover is adequate where existing facilities, not to be relocated, might interfere with the pipe laying operation.

7-11.3 CONSTRUCTION REQUIREMENTS

7-11.3(9)A CONNECTIONS TO EXISTING MAINS Supplement

The Contractor shall field verify all existing piping, dimensions, and elevations to ensure proper fit prior to any connections being made to existing mains. Utilities Underground Location Center (One-Call-Center) shall be used per Section 1-07.17 to determine if there are additional pipelines not shown in the Contract Plans.

7-11.3(11) HYDROSTATIC PRESSURE TEST Supplement

Sections of pipe between valves shall be pressure tested immediately upon completion of each section. Each section shall be immediately backfilled upon the Engineer approving the hydrostatic pressure test results.

Hydrostatic tests shall be made on all new pipeline in accordance with the applicable portions of this Standard Specification and ANSI/AWWA C600, except as modified in this document.

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The quantity of water lost from the main being tested shall not exceed the number of gallons per hour as determined by the formulas:

$$L = \frac{S D \sqrt{P}}{133,200} \quad \text{or} \quad L = \frac{N D \sqrt{P}}{7,400}$$

in which;

L = Allowable leakage in gallons per hour

S = Length of pipe being tested, in feet

N = Number of joints in the length of pipeline being tested

D = Nominal diameter of the pipe in inches

P = Average test pressure during the leakage test in psi (gauge)

Hydrostatic pressure tests shall be made on all piping and appurtenances installed under this Contract (including all connections to existing mains) at a test pressure of 200 psi. Test pressures shall not exceed the rated pressure of the valves when the pressure boundary of the test section includes closed, resilient-seated gate valves or butterfly valves.

7-11.3(12) DISINFECTION OF WATER MAIN Supplement

The City will take bacteriological test samples. The Contractor shall insert corporation stops in the main at all locations required to take bacteriological test samples. If original test samples prove unsatisfactory, a charge of \$25.00 will be made for processing each additional sample.

7-11.3(12)N FINAL FLUSHING AND TESTING Supplement

Accomplish line flushing in accordance with the latest provisions of AWWA C601. Flush all dead end mains with a temporary blow off in conformance with the Standard Detail No. WATER-04 in Section II of this Document and as directed by the Engineer. The Contractor is responsible for disposal of water flushed from the line. An approved bacteriological test is required before connection to the existing system. The City will measure water consumed for flushing.

7-11.3(13) CONCRETE THRUST BLOCKING Supplement

All bends, tees, dead-ends and crosses shall be blocked in accordance with Standard Detail No. WATER-01 in Section II of this Document or anchored in accordance with WSDOT Standard Plan B-22.

Where trench conditions are such that thrust restraint is not accomplishable with concrete, the Contractor shall provide restrained joints in accordance with Section 9-30.2(6) (Restrained Joints) to replace or supplement concrete blocking or anchors and any such costs thereof shall

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be incidental. Supplement and replacement restrained joints shall be provided as recommended by the manufacturer and approved by the Engineer.

7-11.3(14) BLOW OFF ASSEMBLY Replacement

Blow off assemblies shall be constructed at the locations shown on the Plans and in accordance with Standard Detail No. WATER-03 in Section II of this Document.

7-12 VALVES FOR WATER MAINS

7-12.3(2) ADJUST VALVE BOXES New Section

“Adjust Valve Box” shall be in accordance with Standard Detail No. TRAFFIC-12 in Section II of this Document and the applicable portion of Section 7-05.3(1) (Adjusting Manholes and Catch Basins to Grade).

7-12.3(3) COMBINATION AIR RELEASE/AIR VACUUM VALVE ASSEMBLY New Section

“Combination Air Release/Air Vacuum Valve Assemblies” shall be constructed at locations shown on the plans and shall be 1 inch diameter in accordance with Standard Detail No. WATER-02 in Section II of this Document.

7-12.3(4) VALVE WRENCH EXTENSION BOX New Section

The Contractor shall provide “Valve Wrench Extension Boxes” in accordance with Standard Detail No. WATER-18 for deep buried valves, where directed by the Engineer. Install “Valve Wrench Extension Boxes” where the valve nut will exceed 48 inches below the top of the finished valve box and finish grade for this project.

7-14 HYDRANTS

7-14.3 CONSTRUCTION REQUIREMENTS Supplement

A type 2BB Blue Raised Pavement Marker(s) is required at each hydrant location. Location of the blue marker shall be 1 foot offset centerline in the direction of the hydrant at each hydrant location and as directed by the Engineer. Hydrants located within 50-feet of the curb face of an intersection shall be marked on both streets. The reflective surfaces of the raised pavement markers shall be perpendicular to the flow of traffic. The Raised Pavement Markers shall be installed in accordance with Section 8-09 (Raised Pavement Markers).

7-14.3(1) SETTING HYDRANTS Replacement

Where shown in the plans “Hydrant Assemblies” shall be installed perpendicular to the supply main in accordance with Standard Detail No. WATER-07 in Section II of this

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Document. A 6 inch resilient-wedge gate-valve with valve box in accordance with Section 7-12 (Valves for Water Mains) shall be installed on each hydrant supply line.

All hydrants shall be inspected upon delivery in the field to ensure proper working order. After installation, fire hydrants, auxiliary gate valves, and other appurtenances thereto shall be subjected to a hydrostatic test and disinfection procedures as specified in Section 7-11 (Pipe Installation for Water Mains).

After installation each hydrant shall receive 2 field-coats of paint. The first coat shall be Formula B-1-57 iron oxide, and the second coat shall be Safety Yellow Enamel conforming to Federal Specification TT-E-489C Enamel, Alkyd, Gloss, Federal Color No. 1063. The outside surface below the ground shall be coated with asphalt varnish.

During the chlorination process for the newly laid pipe, all valves associated with "Hydrant Assemblies" shall be operated while the pipeline is filled with the chlorinating agent and under normal operating pressure.

Any hydrant not in service shall be identified by covering with a burlap or plastic bag properly secured.

7-14.3(4) MOVING EXISTING HYDRANTS Supplement

Existing Hydrants shall be moved where shown in the Plans. "Moving Existing Hydrants" shall include removal of all component parts from the water main to the hydrant. The Contractor shall provide and install the following at the locations shown on the plans: 6 inch ductile iron, "Special" Class 52 pipe; 6 inch tee or tapping tee and gate valve with box; shackle rods; and blocking. Construction shall conform to Standard Detail No. WATER-07 in Section II of this Document.

7-15 SERVICE CONNECTIONS

7-15.2 MATERIALS Supplement

Saddles (1½ inch & 2 inch services)	9-30.6(1) (Saddles)
Corporation Stops	9-30.6(2) (Corporation Stops)
Service Pipe & Tail Piece	9-30.6(3) (Service Pipes)
Meter Yoke	9-30.6(5) (Meter Yokes)
Meter Stops	9-30.6(5)A (Meter Stops)
Meter Check Valves	9-30.6(5)B (Meter Check Valves)
Curb Valves	9-30.6(5)C (Curb Valves)
Meter Boxes	9-30.6(7) (Meter Boxes)

7-15.3 CONSTRUCTION REQUIREMENTS Supplement

Water service connections shall be installed where shown on the drawings or where directed by the Engineer in accordance with these documents and Standard Details listed in Section II

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of this Document. Meter box and water meters shall not be placed in locations which are subjected to vehicular traffic (including driveways, etc.) unless approved by the Engineer and a traffic bearing meter box is provided. Tail pieces (that portion of the service line between the meter and the property line) shall be furnished and installed and shall be of the same material and size as the service line. Connection of the tail piece to the service line from the building shall be made with compression couplings or capped as appropriate. Service pipes shall be installed without joints from the water main to the curb valve near or within the meter box. Tailpieces shall also be installed without joints from the water meter outlet to its termination (18 inches minimum beyond the meter but to the right-of-way line). Location of water services shall be marked by neatly imprinting the letter "W" 2 inches high in the top of the curb before the concrete hardens.

All new materials (service line, meter setter, tailpiece, and meter box) shall be used for water meter relocations. Materials shall match existing size unless otherwise shown on the plans.

7-17 SANITARY SEWERS

7-17.2 MATERIALS Replacement

Materials shall be in accordance with following Sections:

Concrete Sewer pipe	9-05.7(1) and (2)
Solid Wall Polyvinyl Chloride (PVC) Pipe, SDR-35	9-05.12(1)
Polyvinyl Chloride (PVC) Pipe, SDR-21	9-30.1(5)
Ductile Iron Pipe, Special Class 52	9-30.1(1)
High Density Polyethylene Pipe (HDPE)	9-30.21

The laying length for PVC (SDR-35) shall not exceed 12 feet 6 inches.

7-17.3 CONSTRUCTION REQUIREMENTS

7-17.3(1) PROTECTIONS OF EXISTING SEWAGE FACILITIES Supplement

Connections to the existing system shall be plugged during the entire period of sewer construction to prevent dirt, water, and debris from entering the existing system

7-17.3(2)A GENERAL Revision

First paragraph deleted and replaced with the following:

Sewers and appurtenances, where required in the Plans, shall be cleaned and tested after backfilling by the low pressure air method except if the Engineer approves hydrostatic testing of short sections of small diameter pipe.

Special sealants shall not be used to seal leaks and the use of any such materials will be cause for rejection of the sewer lines.

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Before final acceptance, the Contractor shall have all sewer lines inspected by the use of a television camera, utilizing a City approved private inspection services. An approved list of inspection services may be obtained from the Project Engineer.

Manholes and other structures shall be cleaned and tested per section 7-07 (Cleaning Existing Drainage Structures).

7-17.3(2)E LOW PRESSURE AIR TEST FOR SANITARY SEWERS
CONSTRUCTED OF AIR-PERMEABLE MATERIALS Supplement

Acceptability of the test will be determined by the minimum decompression time allowed for the pressure to drop from 3.5 to 2.5 psig greater than the average back pressure of the groundwater above the centerline of the pipe as determined by the following:

Groundwater Pressure:

$P = 0.4332(Z)$ where

Z = Distance between groundwater surface and the centerline of the pipe in feet; and

P = Average pressure of groundwater in psi and shall be added to the specified test pressure

Minimum air test time:

$$T = \frac{3.206 (D^2L + d^2l)}{R} \quad \text{where;}$$

$$R = 0.00925(DL + dl) \quad \text{when;}$$

R is equal to or greater than 2.0 and less than or equal to 3.5. When the calculation for R is less than 2.0, R = 2.0 and when the calculation for R is greater than 3.5, R = 3.5.

Where:

T = minimum test time in seconds

D = sewer main diameter in feet

d = side sewer diameter in feet

L = sewer main length being test in feet, and

l = side sewer length being tested in feet

For convenience, the City has herein included minimum decompression timetables for air-permeable pipe (concrete, etc.) for various sanitary sewer pipe sizes with 6 inch side sewer lengths.

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Air Test Times for Air-permeable Sanitary Sewer Pipe

All times are in seconds

Linear feet of 8" concrete pipe	Linear feet of 6 inch Side Sewer									
		0	50	100	150	200	250	300	350	400
	0	0	20	40	60	80	100	120	140	160
	50	36	56	76	96	116	136	156	176	178
	100	71	91	111	131	151	171	188	186	184
	150	107	127	147	167	187	195	193	191	189
	200	142	163	183	203	202	199	197	195	193
	250	178	198	214	209	205	202	200	198	196
	300	214	220	215	211	208	205	202	202	214
	350	227	221	217	213	210	207	211	223	234
	400	227	222	218	214	211	220	232	243	254

Linear feet of 10" concrete pipe	Linear feet of 6 inch Side Sewer									
		0	50	100	150	200	250	300	350	400
	0	0	20	40	60	80	100	120	140	160
	50	56	76	96	116	136	156	176	192	190
	100	111	131	151	171	191	211	211	207	203
	150	167	187	207	227	233	227	222	217	214
	200	223	243	257	248	241	235	230	225	222
	250	278	271	262	253	247	241	236	239	251
	300	283	273	265	257	251	248	260	271	282
	350	283	274	267	260	268	280	291	303	314
	400	283	276	277	289	300	312	323	335	346

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Air Test Times for Air-permeable Sanitary Sewer Pipe

Linear feet of 12" concrete pipe	Linear feet of 6 inch Side Sewer									
		0	50	100	150	200	250	300	350	400
	0	0	20	40	60	80	100	120	140	160
	50	80	100	120	140	160	180	200	208	204
	100	160	180	200	220	240	246	238	232	227
	150	240	260	280	283	272	263	255	249	243
	200	321	321	306	294	283	275	267	263	275
	250	340	325	312	301	292	286	298	309	321
	300	340	327	316	309	321	332	343	355	366
	350	340	332	343	355	366	378	389	401	412
	400	366	378	389	401	412	424	435	447	458

Linear feet of 15" concrete pipe	Linear feet of 6 inch Side Sewer									
		0	50	100	150	200	250	300	350	400
	0	0	20	40	60	80	100	120	140	160
	50	125	145	165	185	205	225	245	237	231
	100	250	270	291	311	312	298	286	276	268
	150	376	395	371	352	336	323	312	302	306
	200	425	402	383	366	352	343	355	366	378
	250	425	406	390	392	404	415	426	438	449
	300	429	441	452	464	475	487	498	509	521
	350	501	512	524	535	547	558	570	581	592
	400	572	584	595	607	618	630	641	653	664

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Air Test Times for Air-permeable Sanitary Sewer Pipe

Linear feet of 18" concrete pipe	Linear feet of 6 inch Side Sewer									
		0	50	100	150	200	250	300	350	400
	0	0	20	40	60	80	100	120	140	160
	50	180	200	220	240	260	280	283	272	263
	100	361	381	401	397	374	356	340	327	316
	150	510	476	448	425	406	389	378	389	401
	200	510	484	462	447	458	469	481	492	504
	250	515	527	538	550	561	572	584	595	607
	300	618	630	641	653	664	675	687	698	710
	350	721	733	744	756	767	779	790	801	813
	400	824	836	847	859	870	882	893	904	916

Linear feet of 21" concrete pipe	Linear feet of 6 inch Side Sewer									
		0	50	100	150	200	250	300	350	400
	0	0	20	40	60	80	100	120	140	160
	50	245	265	286	306	326	345	327	312	299
	100	491	511	501	468	441	418	399	383	372
	150	595	558	527	501	478	478	489	501	512
	200	595	572	584	595	607	618	630	641	653
	250	701	713	724	736	747	758	770	781	793
	300	841	853	864	876	887	899	910	922	933
	350	982	993	1005	1016	1028	1039	1050	1062	1073
	400	1122	1133	1145	1156	1168	1179	1191	1202	1214

Air Test Times for Air-permeable Sanitary Sewer Pipe

Linear feet of 24" concrete pipe	Linear feet of 6 inch Side Sewer									
		0	50	100	150	200	250	300	350	400
	0	0	20	40	60	80	100	120	140	160
	50	321	341	361	381	401	397	374	356	340
	100	641	624	578	541	510	484	462	447	458
	150	680	641	607	584	595	607	618	630	641
	200	733	744	756	767	779	790	801	813	824
	250	916	927	939	950	962	973	985	996	1008
	300	1099	1111	1122	1133	1145	1156	1168	1179	1191
	350	1282	1294	1305	1317	1328	1340	1351	1362	1374
	400	1465	1477	1488	1500	1511	1523	1534	1546	1557

Linear feet of 30" concrete pipe	Linear feet of 6 inch Side Sewer									
		0	50	100	150	200	250	300	350	400
	0	0	20	40	60	80	100	120	140	160
	50	501	521	541	561	548	510	479	454	432
	100	850	788	737	693	656	630	641	653	664
	150	859	870	882	893	904	916	927	939	950
	200	1145	1156	1168	1179	1191	1202	1214	1225	1236
	250	1431	1443	1454	1465	1477	1488	1500	1511	1523
	300	1717	1729	1740	1752	1763	1775	1786	1797	1809
	350	2004	2015	2026	2038	2049	2061	2072	2084	2095
	400	2290	2301	2313	2324	2336	2347	2358	2370	2381

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7-17.3(2)F LOW PRESSURE AIR TEST FOR SANITARY SEWERS
CONSTRUCTED OF NON AIR-PERMEABLE MATERIALS Supplement

If the test shows zero leakage after a five minute test time, the Engineer has the authority to accept and end the test immediately.

Cleaning and testing of pipes and structures shall be incidental to the pipe and structure bid item.

7-17.3(2)H TELEVISION INSPECTION Replacement

Before final acceptance, the City shall require all sewer lines to be inspected by the use of a television camera, utilizing City approved private inspection services.

After completion of the following, authorization from the City shall be required before the Contractor can perform the initial television camera work:

1. The acceptable placement of applicable pipe, ballast, bedding, and backfill material.
2. The acceptable completion of all applicable channels and grout work.
3. The acceptable debris removal, cleaning, and flushing of all applicable pipes and structures.

The television inspection requirements shall include the provisions of:

1. A color VHS television camera with a pan and tilt capacity in order to view all main lines, lateral lines, and structures including channels.
2. A dye solution to be introduced in sufficient quantity to travel from the structure that is the highest point of inspection to the to the downstream terminus of the inspection limits. Red or purple dye shall be used for PVC pipe and green dye for ductile iron and concrete pipe.
3. A one-inch reference ball to be mounted to the camera in order to drag along the bottom of the pipe during the entire inspection procedure.
4. Linear measure references to be measured from the center of the beginning structure to the center of the next inline structure and include the direction of flow. The locations of lateral pipes and all distinctive pipe conditions shall be referenced to the centerline of the beginning structure. All structure references shall utilize the designated structure reference numbers shown on the plans.

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The following television inspection information shall be provided to the City:

1. A clear VHS color tape which encompasses the limits of the inspection area and including all reference data as described herein. A tape reference time and date for the start of each run shall also be indicated.
2. A written report shall be provided corresponding to the taped inspection and including all reference data as described herein. The report shall consist of a written narrative of all distinctive pipe conditions including ponding areas in excess of ¼ inch.

7-18 SIDE SEWERS

7-18.3 CONSTRUCTION REQUIREMENT Supplement

7-18.3(1) GENERAL Supplement | Formatted

Side sewers shall be connected (where shown on the plans or directed by the Engineer), using approved sewer saddle tees. Quantities of tees will vary depending upon conditions encountered. All joints shall be approved rubber-gasketed joints except the joint between the new and existing pipe which shall be made with approved flexible transition couplings. Side sewers shall be installed to a minimum slope of two percent or as shown on the plans unless otherwise directed by the Engineer and shall be 6-inches diameter from the street sewer to the private property line. The location of side sewers shall be marked at the end of the line inside the property, by a pressure treated 4-foot long 2x4-inch board buried in the ground to a depth of 3-feet. The lower side shall have a 2x4-inch cleat nailed to it to prevent withdrawal of the stake. The exposed one-foot shall be painted traffic-yellow and the depth to the side sewer or tee shall be indicated in black paint on the 2x4-inch board. In addition, a length of 9-gauge galvanized wire shall extend from the plugged end of the side sewer or tee to grade at the property line. The lower end of the wire shall be securely fastened to a 1-foot length of 2x4-inch board placed near the plugged end of the side sewer or tee. The upper end shall emerge at the 4-foot stake but shall not be fastened to it. In addition, the letter "S", 2 inches high, shall be neatly imprinted in the top of the curb before the concrete hardens to designate the side sewer location. The City shall furnish the brand for this work.

During construction in areas with more than one side sewer per structure, the Contractor shall test each connected structure to verify which side sewer is used by that structure. The test shall involve flushing every toilet or running every sink or tub on each floor of each structure and directly observing which side sewer the effluent discharges from. Only these side sewers shall be connected. All others are to be abandoned in place per Section 7-00.3(8) (Pipe Abandonment and Filling).

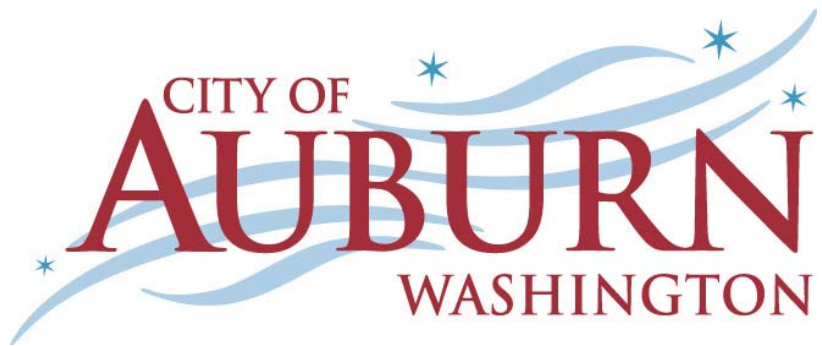
Existing side sewers to be connected shall be trimmed to the limit of the right-of-way except where otherwise shown on the plans and connected to the new sewer with PVC SDR-35 with a diameter to match the existing side sewer or 6 inches, whichever is greater.

DIVISION 7: DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

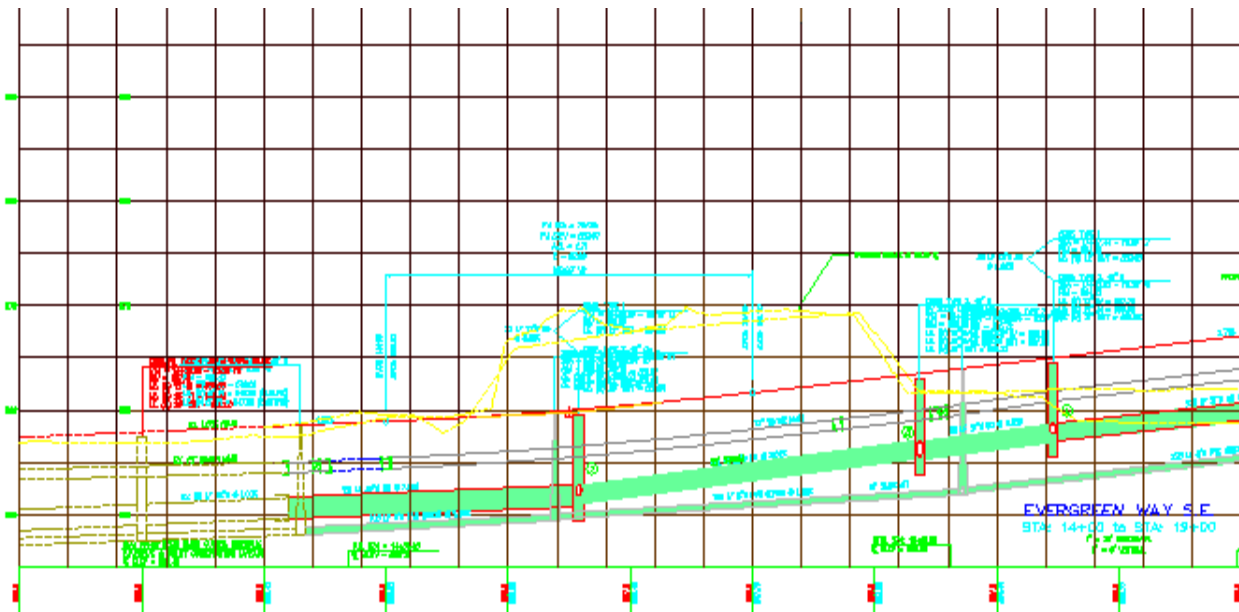
The Contractor shall be responsible for verifying all City customers originally connected to the sanitary sewer conveyance line are connected to the new sanitary sewer conveyance line. Prior to project completion the Contractor shall document to the City that all City customers have had their services re-established.

All pipes for side sewer and sewer stubs (pipes not ending in a manhole) shall be adequately plugged or capped as directed by the Engineer.

END OF DIVISION 7



DESIGN STANDARDS



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Chapter 7 – Water Facilities

7.00 Preface

The design of Public Water Facilities shall conform to the State of Washington Department of Health (DOH) Design Standards for Group A Public Water Systems, Standard Specifications of the American Water Works Association (AWWA), and the most recent published and adopted edition of the Uniform Plumbing Code (UPC), unless modified herein.

Compliance with these standards does not alleviate the design engineer from using sound professional engineering practices. The design criteria contained herein are the minimum acceptable under standard conditions. Special conditions may require more stringent requirements that will be addressed during the plan review process.

The design criteria used to estimate future line capacities are established in the City's Comprehensive Water Plan. Anyone proposing to extend or modify the City's water system should contact the Public Works Department for information. Developers needing to construct water improvements shall enter into a Facility Extension Agreement (FAC) with the City. The Public Works Department can provide information on this agreement as well as applicable permit and connection fee estimates.

7.01 Design Criteria

7.01.1 Water Mains

The design of water mains shall meet the following requirements:

7.01.1.1 Water Main Sizing

Public water mains shall be sized using the following criteria:

- A. Water mains in single-family residential areas shall be a minimum of eight inches (8") in diameter.
- B. Water mains in multi-family residential and non-residential areas shall be a minimum of twelve inches (12") in diameter. Onsite water main loops, with no possibility of future extension, serving two or less fire hydrants may be reduced to a minimum diameter of eight inches (8").
- C. New mains shall be sized as indicated in the City's Comprehensive Water Plan.
- D. Under fire flow and other emergency demand conditions, the flow velocity shall not exceed eight feet per second (8 fps) in distribution mains or five feet per second (5 fps) in transmission mains.
- E. Exceptions to the minimum diameter allowed might be made in small cul-de-sacs and in areas where looping of a main is not feasible. In these cases the main stubs could be a minimum of four inches (4") in diameter if no fire hydrants are connected.

If a conflict arises between two or more of these criteria, the water main should be designed using the largest pipe diameter required.

7.01.1.2 Water Main Location

- A. Water mains shall be installed with no less than forty-two inches (42") and no more than seventy-two inches (72") finished cover.
- B. Water mains shall be located in the public right-of-way or within a public water utility easement. Water mains located in the public right-of-way shall meet the requirements of Section 9.01.2.
- C. Water mains shall be located a minimum horizontal distance of ten feet (10') from buildings and sanitary sewer mains and a minimum horizontal distance of five feet (5') from all other utilities.
- D. When crossing, water mains shall be located a minimum vertical distance of eighteen inches (18") above sanitary sewer mains and a minimum vertical distance of twelve inches (12") from all other utilities.
- E. Water mains shall be extended through the full width of the property to be served. Whenever possible, provisions shall be made for looping all existing and new dead-end mains associated with the project. If at the time of project approval this is not feasible, an easement shall be provided to the adjacent property line or right-of-way for future looping of the dead-end main.

7.01.1.3 Water Main Fittings

- A. Blowoffs (See Standard Detail WATER-03 or WATER-04) are required on dead-end water mains with a diameter of six inches (6") or less; hydrants are required for dead-end mains over six inches (6") in diameter. Blowoffs shall also be installed at the low point of a depressed "sag" section of a water main, except where a fire hydrant is installed within fifty feet (50') of said area. Blowoffs shall be placed in a level clear area within the right-of-way or easement and be easily accessible to the City.
- B. Combination air release valves (See Standard Detail WATER-02) are required at high points in water mains when an abrupt vertical change in pipe elevation exceeds one pipe diameter, except where fire hydrants are installed within fifty feet (50'). Combination air release valves shall be placed within a level clear area within the right-of-way or easement and be easily accessible to the City.
- C. All bends shall have mechanical or flanged joints and concrete thrust blocking (See Standard Detail WATER-01). The City may require restrained joints in lieu of thrust blocking in special conditions.
- D. Tees shall have mechanical or flanged joints and concrete thrust blocking (See Standard Detail WATER-01). When connecting to an existing public water main, a tapping tee and valve shall be used unless otherwise approved or required by the City.
- E. The maximum allowable deflection per joint for ductile iron water mains shall be four degrees (4°).

7.01.2 Water Services
17

See Standard Details WATER-06, -13 through -

The City owns and shall maintain the service line to the meter, the meter and setter, the meter tailpiece, and the meter box. The property owner owns and shall maintain the tailpiece connection fitting, service line, and other facilities such as pressure reducing valves, pumps, or backflow prevention assemblies behind the meter. For fire sprinkler connections, City ownership and maintenance responsibilities cease at the edge of the public right-of-way or public water utility easement.

7.01.2.1 Domestic Services

Domestic Services are defined as any service that connects directly to plumbing within a structure and is used for drinking, cooking, washing, and other standard uses of potable water. Domestic services shall meet the following requirements:

- A. Installation of corporation stops, water services, and meters shall be per City of Auburn Standard Details. The City may, at the City's option, install services from public water mains to the meter in existing right-of-ways and easements. The developer/contractor will install and/or replace all applicable services when installing new water mains required for the project. The City will furnish and install the meter for services of two inches (2") and smaller.
- B. Water services and meters of three inches (3") and larger will be purchased and installed by the developer/contractor under City observation. Where vaults are required, the meter shall be equipped with a remote read device that records water use in cubic feet. The remote read device shall be located near the hatch opening in a weather-tight enclosure.
- C. Water meters shall be located in a level unobstructed area as close to the City main as possible with the distance not to exceed fifty feet (50').
- D. Residential sites should have water meters placed in landscape strips within the right-of-way. If no unpaved areas exist in the right-of-way, water meters may be placed outside the right-of-way in unpaved areas within a public water utility easement.
- E. Commercial and industrial sites should have meters located near driveway entrances within the right-of-way or within public water utility easements in landscape islands located near access driveways when placement in right-of-way is not practical.
- F. Domestic water meter sizing calculations shall be per the most recent adopted Uniform Plumbing Code and will be provided by the Developer when requested. The length of the service between the meter and the structure should not exceed one hundred fifty feet (150').
- G. When installing multiple services to a public main, a minimum spacing of two feet (2') shall be used between corporation stops and a minimum spacing of ten feet (10') shall be used between tapping tees.
- H. Domestic services shall protect the City's water system from contamination by installing backflow prevention assemblies required by and in accordance with Washington State Law (WAC 246.290.490 or subsequent revisions), Auburn City Code (ACC), and the City of Auburn "Cross Connection Control Program Manual." Prior to installation, four (4) sets of backflow prevention assembly plans, including the connection point to the City main, shall be submitted to City for approval by the City's Cross Connection Specialist.

7.01.2.2 Other Services

Irrigation and other non-domestic services must meet all the above requirements as well as the following:

- A. Backflow prevention assemblies shall be installed on all non-domestic services. Double Check Valve Assemblies (DCVA) shall be used for "low hazard" services and Reduced Pressure Backflow Assemblies (RPBA) shall be used for "high hazard" services. (For lists of low and high hazard services contact the City of Auburn's Cross Connection Specialist.) Assemblies installed shall be on the current Washington State Department of Health (DOH) Approved List. Backflow prevention shall be installed within one hundred feet (100') of the City water main and inspected by the City. These assemblies shall be installed as required by and in accordance with Washington State Law (WAC 246.290.490 or subsequent revisions), Auburn City Code (ACC), and the City of Auburn "Cross Connection Control Program Manual." Prior to installation, four (4) sets of backflow prevention assembly plans, including the connection point to the City main, shall be submitted to the City for approval by the Cross Connection Specialist.
- B. An Irrigation meter shall be installed in cases where water is used for landscape purposes and will not enter the sanitary sewer system.
- C. A sewer deduct meter, if applicable, shall be installed between the domestic water meter and the point of connection for an approved industrial use. Sewer deduct meters shall be installed in accordance with the City of Auburn Standard Detail WATER-06.
- D. For fire sprinkler service line requirements, see Section 7.01.5.2.

7.01.3 Water Valves

Water valves shall meet the following requirements:

7.01.3.1 Water Valve Sizing

- A. Water valves for twelve-inch (12") diameter and smaller water mains shall be of the resilient wedge gate variety. When water mains exceed twelve inches (12") in diameter, butterfly valves shall be used.

7.01.3.2 Water Valve Location

See Standard Details WATER-18

- A. Water valves shall be installed along the water mains at a maximum spacing of four hundred feet (400') and at the intersection of lateral lines.
- B. Water valves shall be located in clusters when possible and shall be located so that each leg of the main line system can be isolated separately.
- C. When extending public water mains, a water valve may be required near the end of lines where future extensions are projected.
- D. Water valves should not be placed within the wheel path of vehicle traffic.
- E. An all-weather maintenance road shall be provided within the public water utility easement to allow access to valves and other appurtenances located outside of the paved roadway.

7.01.4 Pressure Reducing Stations See Standard Details WATER-10A through -12C

Pressure Reducing Station installation may be required to maintain adequate pressure in the water system between pressure zones. Contact the City Water Utility Engineer for specific requirements when applicable.

7.01.5 Fire Systems

7.01.5.1 Fire Hydrant Assemblies See Standard Detail WATER-07 & -08

Fire Hydrant Assemblies shall meet the following requirements:

- A. Fire hydrant assemblies shall conform to the standard details listed above.
- B. Fire hydrant assembly service lines shall be installed at right angles to eight-inch (8") minimum diameter supply mains.
- C. Fire hydrant assemblies shall stand plumb, be set such that the lowest outlet is a minimum of twenty-one inches (21") above finish grade, and have a clear, level area around the hydrant with a radius of no less than sixty inches (60").
- D. Fire hydrant assemblies shall be located no closer than fifty feet (50') to the surrounding structures.
- E. Fire hydrant assemblies shall be provided with two 2-1/2" National Standard Thread (NST) hose ports and one 4-1/2" NST by 5" hose port with a Storz adapter and cap.
- F. The pumper port shall face the street or fire access road and be readily accessible to any fire vehicle for fire fighting and pumping operations.
- G. The service line from the supply main to the fire hydrant assembly shall be six inches (6") in diameter unless the line extends over fifty feet (50') in length, in which case pipe eight inches (8") in diameter shall be used.
- H. Fire hydrant assemblies shall be installed with a maximum spacing of six hundred feet (600') along streets in single-family zones and three hundred feet (300') in all other zones.
- I. Buildings, other than single-family residences, located with portions of the building more than one hundred fifty feet (150') in vehicular travel from a fire hydrant assembly or with building fire flow over 2500 gpm shall require on-site fire hydrant assemblies. These hydrants shall be served by a public water main that loops around the building, or complex of buildings, and reconnects back to a distribution supply main.

7.01.5.2 Fire Sprinkler Systems

Fire Sprinkler Systems shall meet the following requirements:

- A. Fire sprinkler systems shall be required in commercial/industrial and multifamily buildings according to the current fire code regulations. Sprinkler systems may also be required in single-family residences when the length of the private access road exceeds one hundred fifty feet (150').
- B. Fire sprinkler supply lines for commercial buildings, unless designed by a Fire Protection Engineer, shall be the same diameter as the supplying water main.
- C. Fire sprinkler supply lines shall be separated from the public water main by a valve located at the point of connection.

- D. The design of fire sprinkler supply lines for single-family/duplex shall be in accordance with City of Auburn Standard Detail No. WATER-09.
- E. A backflow prevention assembly shall be installed on all fire sprinkler lines as required by and in accordance with Washington State Law (WAC 246.290.490 or subsequent revisions), Auburn City Code (ACC), and the City of Auburn "Cross Connection Control Program Manual." When the distance from the point of connection at the main to the fire sprinkler riser assembly is less than one hundred feet (100'), the backflow prevention assembly may be part of the sprinkler riser assembly and placed within the building's riser room. Prior to installation, four (4) sets of backflow prevention assembly plans, including the connection point to the City main, shall be submitted to City for approval by the City's Cross Connection Specialist.
- F. A Washington State Certified Level "U" contractor shall install underground fire sprinkler supply lines in accordance with WAC 212-80-010. Prior to installation, four (4) sets of underground fire sprinkler supply line plans shall be submitted to the City for approval by the Fire Marshal. Both a State Certified Level "U" contractor and a Fire Protection Engineer shall stamp these plans. A letter from a state certified sprinkler system designer stating "FOR DESIGN PURPOSES ONLY" may be attached in lieu of a stamp from the Fire Protection Engineer.
- G. A post indicator valve (PIV) shall be installed on the fire sprinkler supply line between the public water main and the building. PIV's shall be located in such a manner as to be easily visible to Fire Department personnel. A wall-mounted PIV may be installed when the exterior wall of the building is of non-combustible construction. A detail containing this information shall be included with the submitted plans.
- H. Fire Department Connections (FDC's) shall be placed within fifty feet (50') of a fire hydrant assembly or as directed by the Fire Marshal.
- I. Fire sprinkler supply lines will require the installation of detector check meters.

7.01.5.3 Fire Flows

New developments or redevelopment of existing sites are required to meet the minimum City fire flow requirements listed below. The developer shall provide information to the City to define the building specific fire flow requirements. If the building specific fire flow requirements are greater than the minimums listed below, facilities shall be designed to meet the greater requirement.

The minimum fire flow requirements are as follows:

- | | |
|---------------------------------------|---------------------|
| 1) Single Family Residential | 1,500 GPM @ 2 Hours |
| 2) Industrial/Commercial/Multi-Family | 2,500 GPM @ 3 Hours |

Developers are responsible for installing all facilities necessary to serve their property, complying with development standards, and providing the required fire flow established by the Fire Marshal. If off-site water system improvements are necessary to meet these requirements, the Developer shall be responsible for said improvements. The change of use of existing structures or areas may also require the installation of new facilities.

7.01.5.4 Fire Department and Hydrant Access

Fire Department and hydrant access shall meet the following requirements:

- A. Access roads shall be a minimum of twenty feet (20') wide with a minimum vertical clearance of thirteen and a half feet (13½').
- B. Turns in the access road shall be designed using a minimum inside radius of twenty-eight feet (28') and a minimum outside radius of forty-eight feet (48').
- C. Private access roads that exceed one hundred fifty feet (150') in length and do not return to a public road shall be provided with a turnaround with a diameter of sixty-five feet (65').
- D. On sites where the primary access may become blocked, a secondary access road that is for emergency vehicles only may be required.

7.02 Public Water Utility Easements

Public Water Utility Easements are required for the placement, operation, and maintenance of water mains upon private property.

Public Water Utility Easements shall meet the following requirements:

- A. Public Water Utility Easements shall extend a minimum of seven and one-half feet (7½') to each side of the centerline of the main, water meters, and all fire hydrants.
- B. Public Water Utility Easements shall be provided on the City's standard easement form. Legal description of the easement and the property that the easement encumbers, along with a sketch showing both, shall be stamped and signed by a licensed land surveyor and incorporated into the easement form as exhibits. The legal descriptions and sketch shall be on plain bond paper with margins acceptable to the County of recording.
- C. Public Water Utility Easements shall be reviewed by the City and then recorded in the appropriate County prior to acceptance of the public water main.

7.03 Material Requirements For Water Systems

Unless otherwise approved by the City, all water mains shall be constructed using Special Class 52 Cement Lined Ductile Iron Pipe. The list of acceptable valves, fittings, and other appurtenances for water facility construction is subject to change as new and improved components become available. Please refer to the City of Auburn's Construction Standards manual (latest edition) for the most current information on these requirements.

FACILITY CONDITIONS ASSESSMENT

TABLE H1. SOURCE EVALUATION

Evaluation Criteria	Coal Creek Spring	West Hill Spring	Well 1	Wells 2 and 6	Wells 3A and 3B	Well 4	Well 5	Well 5A	Well 5B	Well 7	Braunwood
Water Source and Treatment											
Reliable water quantity	●	●	○	○ Aquifer collapsing around screen	●	●	●	○ Aquifer not recharging quickly around October	○	●	●
Treatment	● Onsite site at CI facility and offsite at Howard Rd	● Off site at CI facility	○	● Off site at Fulmer	○ Chlorination facility removed	● Onsite at well and off site at Howard Rd	○	●	●	● Off site at Fulmer	●
Type of treatment	CI at spring and corrosion control at Howard Rd	CI	NA	CI and corrosion control at Fulmer	NA	CI at well 4, Corrosion control at Howard Rd	NA	CI	CI, metals removal	CI and corrosion control at Fulmer	CI
Reliable treatment, treated water quality	●	●	●	●	○ Mn too high	●	●	●	○ Difficulty producing hypochlorite	○ High Mg, brown water complaints when turn well on	●
Civil - Sitework											
Space for expansion	●	●	○	●	●	●	○	●	○	○	○
Outside the 100 year flood plain	●	●	●	●	●	●	●	●	●	●	●
Positive drainage	●	●	●	●	●	●	○	●	●	●	●
Located 50 ft from sanitary sewers	●	●	●	●	●	●	●	●	●	●	●
Equipment secured	●	●	●	●	●	●	●	●	●	●	●
Site secured	●	●	●	●	●	●	●	○	●	○	●
Structural											
Adequately freeze protected	NA	NA	●	●	○	●	○	●	●	●	○
Enclosed	○	○	●	●	●	●	●	●	●	●	●
Adequate space	NA	NA	●	●	●	●	○	○ Not a lot of space in CI room	●	●	NA
Exterior in good condition	NA	NA	●	●	●	●	●	●	●	●	●
Excessive corrosion	NA	NA	●	●	●	●	●	●	●	●	●
Mechanical											
Alternate Power Source	NA	NA	○ Manual transfer switch for mobile generator	○ Alternate power provided at Fulmer	●	○	○	○ Manual transfer switch for mobile generator	●	○	●
Excessive vibrations	NA	NA	●	●	●	●	●	●	NA	●	●
Excessive noise	NA	NA	●	●	●	●	●	●	NA	●	●
Excessive corrosion	NA	NA	●	●	●	●	○	○	●	●	●
Paint in good condition			●	●	●	●	○	●	●	●	●
Excessive leaks	NA	NA	●	●	●	○	●	●	NA	●	●
Electrical motor thermal load protection	NA	NA									
Access for maintenance	NA	NA	●	●	●	●	○	●	●	●	○
Piping											
Sampling port	NA	NA	●	●	●	●	●	●	●	●	●
Pressure gauge on discharge line	NA	NA	●	●	●	●	●	●	●	●	●
Check valve on discharge side	NA	NA	●	●	●	●	●	●	●	●	●
Instrumentation											
Critical indications functioning	NA	NA	NA	●	○ PLC cannot communicate with reservoir	●	●	●	○ Leaks in instrumentation panel	●	○ No alarms

● Good
○ Adequate

○ Improvements Recommended
NA = not applicable

CI = chlorination
Mn = manganese

TABLE H2. PUMP STATION EVALUATION

Evaluation Criteria	Intertie PS and Chlorination	Academy PS	Lea Hill PS	Green River PS	Lakeland Hills PS	Janssen's PS	Game Farm Park PS
Civil - Sitework							
Space for expansion	●	●	○	●	●	○	○
Outside the 100 year flood plain	●	●	●	●	●	●	●
Equipment secured	●	●	●	●	●	●	●
Site secured	●	●	●	○	●	○	○
Structural							
Adequately freeze protected	●	●	●	●	●	NA	○
Enclosed	●	●	●	●	●	○	●
Adequate space	●	● space for one additional pump	○	●	○	○	○
Exterior in good condition	●	●	●	●	●	NA	●
Excessive corrosion	●	●	●	●	●	●	●
Mechanical							
Alternate Power Source	○ WD 111 & CWD will provide service during power failure	●	●	○ WD 111 & CWD will provide service during power failure	●	○	○
Excessive vibrations	●	●	●	●	●	●	●
Excessive noise	●	●	●	●	●	●	○
Excessive corrosion	●	●	●	●	○	○	○
Paint in good condition	●	●	●	●	○	●	○
Excessive leaks	●	●	○	○	●	●	○
Electrical motor thermal load protection	●	●	●	●	●	●	●
Access for maintenance	●	●	●	●	●	○	○
Piping							
Bypass provided	○	NA treatment criteria	NA treatment criteria	NA treatment criteria	NA treatment criteria	NA treatment criteria	NA treatment criteria
Sampling port	●	NA treatment criteria	NA treatment criteria	NA treatment criteria	NA treatment criteria	NA treatment criteria	NA treatment criteria
Pressure guage on discharge line	●	●	●	●	●	○	●
Check valve on discharge side	●	●	●	●	●	●	●
Instrumentation							
Critical indications functioning	●	●	●	●	●	NA	NA
Treatment							
Type of treatment	Chlorination only provided for intertie	NA treatment criteria	NA treatment criteria	NA treatment criteria	NA treatment criteria	NA treatment criteria	NA treatment criteria
Reliable treatment, treated water quality	●	NA treatment criteria	NA treatment criteria	NA treatment criteria	NA treatment criteria	NA treatment criteria	NA treatment criteria

● Good
○ Adequate
○ Improvements Recommended
NA = not applicable
WD 111 = Water District 111
CWD = Covington Water District

TABLE H3. RESERVOIR EVALUATION

Evaluation Criteria	Reservoir 1	Reservoir 2	Reservoir 4A and 4B	Reservoir 5	Reservoir 8A and 8B	Braunwood
Civil - Sitework						
Space for expansion	●	○	○	○	○	○
Outside the 100 year flood plain	●	●	●	●	●	●
Positive drainage	●	●	●	●	●	●
Located 50 ft from sanitary sewers	●	●	●	●	●	●
Site secured	●	●	●	●	○ (fence old and breached in places)	●
Secure access ways and ladders	●	●	●	●	●	●
Locks on all hatches, access entries	●	●	●	●	●	●
Structural						
Overflow pipe	●	●	●	●	●	●
Tank atmosp hic vents screened	●	●	●	●	●	●
Water tight access hatches	●	●	●	●	●	●
Enclosed	●	●	●	●	●	●
Slope of reservoir roof at a minimum of 2%	●	●	●	●	●	●
Date inside coated			A = 1998, B = 2003		2002	
Date exterior painted	NA, not painted	NA, not painted	1998	Scheduled for 2008	2002	NA, not painted
Exterior in good condition	○	●	●	○	●	○
Excessive corrosion	●	●	●	○	●	●
Piping						
Bypass provided	● Reservoir 2 serves as backup	● Reservoir 1 serves as backup	●	○ Can bypass reservoir, but no alternate reservoir	●	○
Sampling port	○	○	○	○	○	○
Reservoir isolation valve	●	●	●	●	●	○
Separate inlet and outlet	○	○	○	○	○	●
Automatic seismic valve	○	○	○	○	○	○
Instrumentation						
Critical indications functioning	○ Reservoir and Wells 3A and 3B cannot communicate	○ Reservoir and Wells 3A and 3B cannot communicate	●	●	●	●
High and low level alarms	●	●	●	●	●	●
Local level indicator	●	●	●	●	●	●

● Good
○ Adequate
○ Improvements Recommended
NA = not applicable

TABLE H4. TREATMENT FACILITY EVALUATION

Evaluation Criteria	Fulmer Field and Booster Pump Station	Howard Road and Booster Pump Station	Coal Creek Chlorination	West Hill Spring Chlorination
Treatment				
Type of treatment	Cl and corrosion control	Corrosion control	Cl	Cl
Reliable treatment, treated water quality	●	●	●	●
Civil - Sitework				
Space for expansion	○	○	●	●
Outside the 100 year flood plain	●	●	●	●
Located 50 ft from sanitary sewers	●	●	●	●
Equipment secured	●	●	●	●
Site secured	●	●	●	●
Structural				
Adequately freeze protected	●	●	●	●
Enclosed	●	●	●	●
Adequate space	●	●	●	○
Paint in good condition	●	●	●	●
Excessive corrosion	●	●	●	●
Mechanical				
Alternate Power Source	●	●	●	○
Excessive vibrations	●	●	●	●
Excessive noise	●	●	●	●
Excessive corrosion	●	●	●	○
Paint in good condition	●	●	●	●
Excessive leaks	○	●	●	●
Electrical motor thermal load protection	●	●	NA	NA
Access for maintenance	●	●	●	●
Piping				
Bypass provided	● (Can bypass treatment)	○ (Can bypass treatment)	● (Can bypass chlorination)	○ (Cannot bypass chlorination)
Sampling port	●	●	●	●
Pressure guage on discharge line	●	●	NA Booster pump station critieria	NA Booster pump station critieria
Check valve on discharge side	●	●	NA Booster pump station critieria	NA Booster pump station critieria
Instrumentation				
Critical indications functioning	●	●	●	NA

● Good
○ Adequate
○ Improvements Recommended
NA = not applicable
Cl = chlorination

WATER RIGHTS CERTIFICATES

Department of Health Table 3, Existing Water Right(s) Status

Permit Certificate or Claim #	Name of Rightholder or Claimant	Priority Date	Source Name/ Number	Primary or Supplemental	Existing District Water Rights		Existing Production Capacity		Current Water Right Status (Excess/Deficiency)	
					Maximum Instantaneous Flow Rate (Qi)	Maximum Annual Volume (Qa)	Maximum Instantaneous Flow Rate	Maximum Annual Volume (Qa)	Maximum Instantaneous Flow rate (Qi)	Maximum Annual Volume (Qa)
Permits/ Certificates										
1. 857	City of Auburn	1925	Coal Creek Springs	Primary	6,730	9,410	2,000	3,226	4,730	6,184
1. 3560-A	City of Auburn	1960	Well 1	Primary	2,200	1,120	-	-	2,200	1,120
2. G1-00277C	City of Auburn	1972	Well 2	Primary	2,400	3,840	1,600	2,581	800	1,259
3. G1-23629C	City of Auburn	1980	Wells 3A & 3B	Primary	2,800	3,600	-	-	2,800	3,600
4. G1-20391C	City of Auburn	1972	Well 4	Primary	2,800	3,600	2,600	3,600	200	-
5. G1-23633P	City of Auburn	1980, 1989, 2004	Wells 5, 5A, 5B	Primary	1,000	720	830	720	170	-
6. Supplemental to Wells 1, 2, 3A, 3B and 4	City of Auburn	1995	Well 6	Supplemental	-	-	1,800	2,904	(1,800)	(2,904)
7. Supplemental to Wells 1, 2, 3A, 3B and 4	City of Auburn	1995	Well 7	Supplemental	-	-	2,000	3,226	(2,000)	(3,226)
8. G1-25173C	City of Auburn	1988	Braunwood		20	6.5				
9. G1-22769C	City of Auburn	1976	Algona Well 1	Primary	500	175	-	-	500	175
Claims										
1. 2174049364	City of Auburn	1907	West Hill Springs	Primary	625	1,010	600	968	25	42
TOTAL					19,075	23,482	11,430	17,072	7,625	6,410
Intertie Name/Identifier		Name of Purveyor Providing Water			Existing Limits on Intertie Water Use		Existing Consumption Through Intertie		Current Intertie Supply Status (Excess/Deficiency)	
					Maximum Instantaneous Flow rate (Qi)	Maximum Annual Volume (Qa)	Maximum Instantaneous Flow rate (Qi)	Maximum Annual Volume (Qa)	Maximum Instantaneous Flow rate (Qi)	Maximum Annual Volume (Qa)
TOTAL										
Pending Water Right	Name on Permit	Date Submitted		Primary or Supplemental	Pending Water Rights					
					Maximum Instantaneous Flow		Maximum Annual Volume (Qa)			
G1-28404	City of Auburn	01/05/06		Primary	12500		13433			

Note: Total Qa water right for wells 1, 2, 3A, 3B, 4, 6 and 7 is 12,160 ac-ft/yr.

Department of Health Table 4, Forecasted Water Right(s) Status

Permit Certificate or Claim #	Name of Rightholder or Claimant	Priority Date	Source Name/ Number	Primary or Supplemental	Existing Water Rights		Forecasted Water Use from Sources (20 Year Demand)		Forecasted Water Right Status (Excess/Deficiency - 20 Yr. Demand in Water Right)	
					Maximum Instantaneous Flow rate (Qi)	Maximum Annual Volume (Qa)	Maximum Instantaneous Flow rate (Qi)	Maximum Annual Volume (Qa)	Maximum Instantaneous Flow rate (Qi)	Maximum Annual Volume (Qa)
Permits/ Certificates										
1. 857	City of Auburn	1925	Coal Creek	Primary	6,730	9,410	3,735	6,025	2,995	3,385
1. 3560-A	City of Auburn	1960	Well 1	Primary	2,200	1,120	2,200	1,120	-	-
2. G1-00277C	City of Auburn	1972	Well 2	Primary	2,400	3,840	1,600	2,581	800	1,259
3. G1-23629C	City of Auburn	1980	Wells 3A & 3B	Primary	2,800	3,600	-	-	2,800	3,600
4. G1-20391C	City of Auburn	1972	Well 4	Primary	2,800	3,600	2,600	3,600	200	-
5. G1-23633P	City of Auburn	1980, 1989, 2004	Wells 5, 5A, 5B	Primary	1,000	720	830	720	170	-
6. Supplemental to Wells 1, 2, 3A, 3B and 4	City of Auburn	1995	Well 6	Supplemental	-	-	1,800	2,904	(1,800)	(2,904)
7. Supplemental to Wells 1, 2, 3A, 3B and 4	City of Auburn	1995	Well 7	Supplemental	-	-	2,000	3,226	(2,000)	(3,226)
8. G1-25173C	City of Auburn	1988	Braunwood	Primary	20	6.5	-	-	20	
9. G1-22769C	City of Auburn	1976	Algona Well 1		500	175	-	-	500	175
Claims										
1. 2174049364	City of Auburn	1907	West Hill	Primary	625	1,010	600	968	25	42
2.										
TOTAL PRIMARY					19,075	23,482	15,365	17,913	3,710	5,569
TOTAL SUPPLEMENTAL										
Intertie Name/Identifier		Name of Purveyor Providing Water		Existing Limits on Intertie Water Use		Existing Consumption Through Intertie		Current Intertie Supply Status (Excess/Deficiency)		
				Maximum Instantaneous Flow rate (Qi)	Maximum Annual Volume (Qa)	Maximum Instantaneous Flow rate (Qi)	Maximum Annual Volume (Qa)	Maximum Instantaneous Flow rate (Qi)	Maximum Annual Volume (Qa)	
To be determined		To be determined		1875	3025	1,875	3,025	-	-	
TOTAL										
Pending Water Right Application	Name on Permit	Date Submitted	Primary or Supplemental	Pending Water Rights						
				Maximum Instantaneous Flow Rate (Qi) Requested		Maximum Annual Volume (Qa) Requested				
G1-28404	City of Auburn	01/05/06	Primary	12500		13433				

Note: Total Qa water right for wells 1, 2, 3A, 3B, 4, 6 and 7 is 12,160 ac-ft/yr and Qi is 10,200 gpm.

Qi reported in gpm (gallons per minute)

Qa reported in acre-feet per year

RECEIVED
SEP 18 1997
KING COUNTY
RECORDER

City of Auburn
Public Works Department
25 West Main Street
Auburn, WA 98001



STATE OF WASHINGTON
SUPERSEDING CERTIFICATE OF WATER RIGHT

*Replaces Certificate of Water Right issued on March 11, 1935
and Certificate of Change issued on November 18, 1964*

Document Title: Certificate of Water Right

Agency: Department of Ecology
Northwest Regional Office
3190 160th Avenue Southeast
Bellevue, WA 98008-5452

Applicant: City of Auburn/Public Works
25 West Main Street
Auburn, WA 98001

Reference Number: N/A

PRIORITY DATE	APPLICATION NUMBER	PERMIT NUMBER	CERTIFICATE NUMBER
April 22, 1925	1304	549	857

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown, but is limited to an amount actually beneficially used.

PUBLIC WATERS TO BE APPROPRIATED

SOURCE	TRIBUTARY OF (IF SURFACE WATERS)		
Coal Creek Springs	Stuck River		
MAX. CUBIC FEET PER SECOND	MAX. GALLONS PER MINUTE	MAX. ACRE-FEET PER YEAR	
15.0	N/A	9410	
QUANTITY	TYPE OF USE	PERIOD OF USE	
N/A	Municipal	Continuously	

LEGAL DESCRIPTION OF LOCATION OF DIVERSION/WITHDRAWAL

1/4 1/4	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	W.R.I.A.	COUNTY
SE SW	28	21	SE	10	King

PARCEL # N/A

ADDITIONAL LEGAL IS ON PAGE 2

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

1/4 1/4	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	W.R.I.A.	COUNTY
N/A	N/A	N/A	N/A	N/A	King

PARCEL # N/A

ADDITIONAL LEGAL IS ON PAGE 2

LEGAL DESCRIPTION FOR LOCATION OF DIVERSION/WITHDRAWAL

256 feet north and 2548 feet west of the SE corner of Section 28.

LEGAL DESCRIPTION FOR PROPERTY ON WHICH WATER IS TO BE USED

Area served by the City of Auburn as identified in their latest approved water system plan and periodic updates consistent with coordinated water supply plans, including interties for wholesale water delivery to the service areas of any water purveyors that have approved interlocal agreements with the City of Auburn.

PROVISIONS

All conditions and requirements contained in reports of examination or permits previously issued apply to this certificate unless specifically noted below.

Issuance of this water right may be subject to implementation of the minimum requirements established in the Conservation Planning Requirements, Guidelines and Requirements for Public Water Systems Regarding Water Use Reporting, Demand Forecasting Methodology, and Conservation Programs, July 1994, and as revised.

Under RCW 90.03.005 and 90.54.020(6), conservation and improved water use efficiency must be emphasized in the management of the State's water resources, and must be considered as a potential new source of water. Accordingly, as part of the terms of this water right, the applicant may be required to prepare and implement a water conservation plan approved by Department of Health. The standards for such a plan may be obtained from either the Department of Health or the Department of Ecology.

The right to use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in RCW 90.03.380, 90.03.390, and 90.44.020.

This certificate of water right is specifically subject to relinquishment for non-use of water as provided in RCW 90.14.180.

Given under my hand and the seal of this office at Bellevue, Washington,
16 day of Sept, 1997.

Tom Fitzsimmons
Department of Ecology

By Ray Hellwig
Ray Hellwig, Section Supervisor

ENGINEERING DATA
OK
ECY 0404-2 (Rev. 8-97)

STATE OF WASHINGTON, COUNTY OF King

CERTIFICATE OF WATER RIGHT

(For rights perfected under original, independent or secondary permits.)
(In accordance with the provisions of Chapter 117, Laws of Washington for 1917, and the regulations of the State
Superintendent of Hydraulics thereunder.)

This is to certify, that City of Auburn

Auburn, State of Washington, has made

do to the satisfaction of the State Supervisor of Hydraulics of Washington, of a right to the use of

waters of Coal Creek Springs, a tributary of Stuck River

for the purposes of Municipal purposes and power

under Appropriation Permit No. 549 issued by the State Supervisor of Hydraulics, and

and that the use of said waters has been perfected in accordance with the laws of Washington,

and hereby confirmed by the State Supervisor of Hydraulics of Washington and entered of record in

at Page 857, on the 11th day of March, 1935, that

hereby confirmed dates from April 22nd, 1925, that the amount of water to

each right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount

beneficially used for said purposes, and shall not exceed 15.0 cubic feet per second.

A description of the lands under such right, and to which the water hereby confirmed is appurtenant

for other purposes, the place where such water is put to beneficial use, is as follows:

PLACE OF USE			ACRES		PERCENTAGE	
Section	Township	Range	Acres	Percentage	Acres	Percentage
20	21 N.	5 E.W.M. - N $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$				
13	21 N.	4 E.W.M. - S $\frac{7}{8}$ of E $\frac{1}{2}$				
18	21 N.	5 E.W.M. - South $\frac{7}{8}$				
18	21 N.	5 E.W.M. - North $\frac{1}{2}$				
24	21 N.	4 E.W.M. - North $\frac{1}{2}$ of East $\frac{1}{2}$				

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of

herein described, except as provided in Section 79, Chapter 117, Session Laws 1917.

WITNESS the said Supervisor of Hydraulics of Washington on the 11th day

1935

E. J. Borchert
State Supervisor of Hydraulics

5812517

FILE
AC
LID
IMPV
SUBJT. <i>Coal Creek</i>


CERTIFICATE OF CHANGE OF PURPOSE OF USE OF WATER

In accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto and rules thereunder of the State Supervisor of the Division of Water Resources.

THIS IS TO CERTIFY That the City of Auburn of Auburn, Washington, has complied with all of the requirements of Section 90.03.380 Revised Code of Washington, and is hereby granted a permit to change the purpose of use of waters of Coal Creek Springs in the amount of 15 cubic feet per second as granted in water right certificate No. 857; That such water had been used for the purpose of municipal water supply and power.

That the purpose of use of said waters has been changed to municipal water supply.

WITNESS THE SEAL and SIGNATURE of the Supervisor of the Division of Water Resources of the State of Washington, affixed this 13 day of November, 1964.


M. G. WALKER, SUPERVISOR
DIVISION OF WATER RESOURCES

RECORDED:
Volume 2, Page 826
Records of Change
of Purpose of Use
of Water
ENGINEERING DATA

O.K. 4.72



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
WATER RIGHT CLAIMS REGISTRATION

WATER RIGHT CLAIM

JAN 28 1974
CITY OF AUBURN
DEPT. OF PUBLIC
WORKS

RECEIVED
DEPARTMENT OF ECOLOGY

DEC 11 73 082285

CASH OTHER NONE

City of Auburn

ADDRESS 20 "A" St. N. W.

Auburn, WA

ZIP CODE 98002

2. SOURCE FROM WHICH THE RIGHT TO TAKE AND MAKE USE OF WATER IS CLAIMED: Surface
(SURFACE OR GROUND WATER)

W.R.I.A. 09

(LEAVE BLANK)

A. IF GROUND WATER, THE SOURCE IS N/A

B. IF SURFACE WATER, THE SOURCE IS Springs

3. THE QUANTITIES OF WATER AND TIMES OF USE CLAIMED:

A. QUANTITY OF WATER CLAIMED 625 G.P.M. PRESENTLY USED 625 G.P.M.
(CUBIC FEET PER SECOND OR GALLONS PER MINUTE)

B. ANNUAL QUANTITY CLAIMED 1010 PRESENTLY USED 1010
(ACRE FEET PER YEAR)

C. IF FOR IRRIGATION, ACRES CLAIMED N/A PRESENTLY IRRIGATED N/A

D. TIME(S) DURING EACH YEAR WHEN WATER IS USED: Continually - January through December

4. DATE OF FIRST PUTTING WATER TO USE: MONTH Prior to 1907 See Attached Ordinance No. 123
YEAR

5. LOCATION OF THE POINT(S) OF DIVERSION/WITHDRAWAL: 500 FEET North AND 150

FEET East FROM THE Center of Section 11 CORNER OF SECTION N/A

BEING WITHIN SE 1/4 of the NW 1/4 and the SW 1/4 of the NE 1/4 and OF SECTION 11 T. 21 N. R. 4 (E. OR V.) W. M.

the NE 1/4 of the SW 1/4 LESS the SW 1/4 of the NE 1/4 of the SW 1/4
THIS IS WITHIN THE LIMITS OF A RECORDED PLATTED PROPERTY, LOT N/A BLOCK N/A OF

N/A
(GIVE NAME OF PLAT OR ADDITION)

6. LEGAL DESCRIPTION OF LANDS ON WHICH THE WATER IS USED: Corporate limits of the

City of Auburn.

COUNTY King

7. PURPOSE(S) FOR WHICH WATER IS USED: Municipal Supply

8. THE LEGAL DOCTRINE(S) UPON WHICH THE RIGHT OF CLAIM IS BASED: Vested Right

(Continuous use since prior to 1907)

THE FILING OF A STATEMENT OF CLAIM DOES NOT CONSTITUTE AN ADJUDICATION OF ANY CLAIM TO THE RIGHT TO USE OF WATERS AS BETWEEN THE WATER USE CLAIMANT AND THE STATE OR AS BETWEEN ONE OR MORE WATER USE CLAIMANTS AND ANOTHER OR OTHERS. THIS ACKNOWLEDGEMENT CONSTITUTES RECEIPT FOR THE FILING FEE.

DATE RETURNED THIS HAS BEEN ASSIGNED
WATER RIGHT CLAIM REGISTRY NO.

JAN 2 1974 49354

I HEREBY SWEAR THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

X CITY OF AUBURN
By Pat Nevins

DATE December 7, 1973

IF CLAIM FILED BY DESIGNATED REPRESENTATIVE, PRINT OR TYPE FULL NAME AND MAILING ADDRESS OF AGENT BELOW.

Pat Nevins, P.E., Director of Public Works
City of Auburn

20 "A" St. N. W., Auburn, WA 98002

☐ ADDITIONAL INFORMATION RELATING TO WATER QUALITY AND/OR WELL CONSTRUCTION IS AVAILABLE.

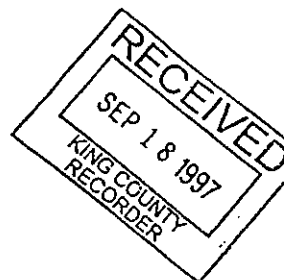
SECTION - DEPARTMENT OF ECOLOGY

RETURN ALL THREE COPIES WITH CARBONS INTACT, ALONG WITH YOUR FEE TO:
DEPARTMENT OF ECOLOGY
WATER RIGHT CLAIMS REGISTRATION
OLYMPIA, WASHINGTON 98504

City of Auburn
Public Works Department
25 West Main Street
Auburn, WA 98001



STATE OF WASHINGTON
SUPERSEDING CERTIFICATE OF WATER RIGHT
Replaces Certificate of Water Right issued on February 5, 1960



Document Title: Certificate of Water Right

Agency: Department of Ecology
Northwest Regional Office
3190 160th Avenue Southeast
Bellevue, WA 98008-5452

Applicant: City of Auburn
Public Works Dept.
25 West Main Street
Auburn, WA 98001

Reference Number: N/A

PRIORITY DATE	APPLICATION NUMBER	PERMIT NUMBER	CERTIFICATE NUMBER
November 12, 1957	4731	4592	3560-A

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown, but is limited to an amount actually beneficially used.

PUBLIC WATERS TO BE APPROPRIATED

SOURCE	TRIBUTARY OF (IF SURFACE WATERS)		
Well #1	N/A		
MAX. CUBIC FEET PER SECOND	MAX. GALLONS PER MINUTE	MAX. ACRE-FEET PER YEAR	
N/A	2200	1120	
QUANTITY	TYPE OF USE	PERIOD OF USE	
N/A	Municipal	Continuously	

LEGAL DESCRIPTION OF LOCATION OF DIVERSION/WITHDRAWAL

1/4 1/4	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	W.R.L.A.	COUNTY
NE NE	19	21	5E	9	King

PARCEL # N/A

ADDITIONAL LEGAL IS ON PAGE 2

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

1/4 1/4	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	W.R.L.A.	COUNTY
N/A	N/A	N/A	N/A	N/A	King

PARCEL # N/A

ADDITIONAL LEGAL IS ON PAGE 2

3709260278

LEGAL DESCRIPTION FOR LOCATION OF DIVERSION/WITHDRAWAL

North and 125 feet east of SW corner of NE quarter NE quarter Section 19.

LEGAL DESCRIPTION FOR PROPERTY ON WHICH WATER IS TO BE USED

used by the City of Auburn as identified in their latest approved water system plan and periodic
consistent with coordinated water supply plans, including interties for wholesale water delivery to
of any water purveyors that have approved interlocal agreements with the City of Auburn.

PROVISIONS

and requirements contained in reports of examination or permits previously issued apply to
unless specifically noted below.

of this water right is subject to the implementation of the minimum requirements established in
Conservation Planning Requirements, Guideline and Requirements for Public Water Systems
Water Use Reporting, Demand Forecasting Methodology, and Conservation Programs, July
as revised.

90.03.005 and 90.54.020(6), conservation and improved water use efficiency must be
in the management of the states water resources, and must be considered as a potential new
water. Accordingly, as part of the terms of this water right, the applicant shall prepare and
a water conservation plan approved by Department of Health. The standards for such a plan
determined from either the Department of Health or the Department of Ecology.

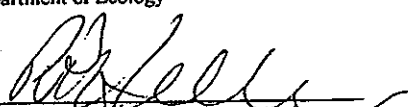
to monitor the resource, static water level (SWL) shall be measured at least once each month.
measurements shall be taken after the pump has been shut off and the water level in the well has been
The data shall be maintained and made available to Ecology upon request. However,
Water Resources Section (NWRO) shall be notified if the SWL is determined to be below the
usually recorded at that time of year.

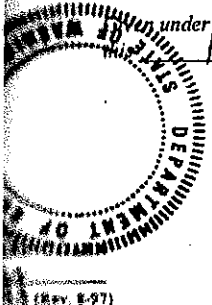
of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided
RCW 90.03.390, and 90.44.020.

of water right is specifically subject to relinquishment for non-use of water as
RCW 90.14.180.

under my hand and the seal of this office at Bellevue, Washington,
16 day of Sept, 1997.

Tom Fitzsimmons
Department of Ecology

By 
Ray Hellwig, Section Supervisor



CERTIFICATE RECORD No. 8 PAGE No. 3560-A

STATE OF WASHINGTON, COUNTY OF King

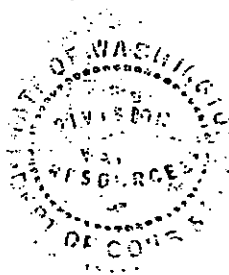
Certificate of Ground Water Right

Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the State Supervisor of Water Resources thereunder.

THIS IS TO CERTIFY That CITY OF AUBURN WATER DEPARTMENT
of Auburn, Washington, has made proof
to the satisfaction of the State Supervisor of Water Resources of Washington, of a right to the use of
the ground waters of a well
located within (NE $\frac{1}{4}$ NE $\frac{1}{4}$) Government Lot 8
Sec. 19, Twp. 21 N., R. 5 E. W. M.,
for the purpose of municipal supply
under and subject to provisions contained in Ground Water Permit No. 4592 issued by the State
Supervisor of Water Resources and that said right to the use of said ground waters has been perfected
in accordance with the laws of Washington, and is hereby confirmed by the State Supervisor of Water
Resources of Washington and entered of record in Volume 8 at page 3560-A;
that the right hereby confirmed dates from November 12, 1957; that the quantity of ground
water under the right hereby confirmed for the purposes aforesaid, is limited to an amount actually
beneficially used for said purposes, and shall not exceed 2200 gallons per minute; 1120
acre-feet per year for municipal supply.

A description of the lands to which such ground water right is appurtenant, and the place where
such water is put to beneficial use, is as follows:

City of Auburn, King County, Washington.



The right to the use of the ground water aforesaid hereby confirmed is restricted to the lands or
place of use herein described, except as provided in Sections 6 and 7, Chapter 122, Laws of 1929.

WITNESS the seal and signature of the State Supervisor of Water Resources affixed this

5th day of February, 1960.

ENGINEERING DATA

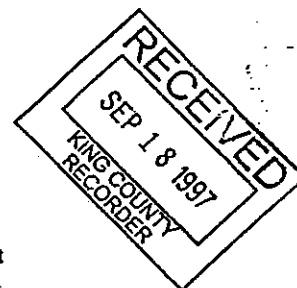
O.K. sk

M. G. Walker
State Supervisor of Water Resources.

City of Auburn
Public Works Department
25 West Main Street
Auburn, WA 98001



STATE OF WASHINGTON
SUPERSEDING CERTIFICATE OF WATER RIGHT
Replaces Certificate of Water Right issued on November 14, 1972



Document Title: Certificate of Water Right

Agency: Department of Ecology
Northwest Regional Office
3190 160th Avenue Southeast
Bellevue, WA 98008-5452

Applicant: City of Auburn
Public Works Dept.
25 West Main Street
Auburn, WA 98001

Reference Number: N/A

PRIORITY DATE	APPLICATION NUMBER	PERMIT NUMBER	CERTIFICATE NUMBER
February 26, 1968	9229	8732	G1-00277C

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown, but is limited to an amount actually beneficially used.

PUBLIC WATERS TO BE APPROPRIATED

SOURCE	TRIBUTARY OF (IF SURFACE WATERS)	
Well #2	N/A	
MAX. CUBIC FEET PER SECOND	MAX. GALLONS PER MINUTE	MAX. ACRE-FEET PER YEAR
N/A	2400	3840
QUANTITY	TYPE OF USE	PERIOD OF USE
N/A	Municipal	Continuously

LEGAL DESCRIPTION OF LOCATION OF DIVERSION/WITHDRAWAL

1/4 1/4	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	W.R.I.A.	COUNTY
N/A	18	21	5E	9	King

PARCEL # N/A

ADDITIONAL LEGAL IS ON PAGE 2

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

1/4 1/4	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	W.R.I.A.	COUNTY
N/A	N/A	N/A	N/A	N/A	King

PARCEL # N/A

ADDITIONAL LEGAL IS ON PAGE 2

9709260279

LEGAL DESCRIPTION FOR LOCATION OF DIVERSION/WITHDRAWAL

685 feet south and 610 feet east from North quarter of Section 18.
Within Government Lots 9 & 10

LEGAL DESCRIPTION FOR PROPERTY ON WHICH WATER IS TO BE USED

Area served by City of Auburn as identified in their latest approved water system plan and periodic updates consistent with coordinated water supply plans, including interties for wholesale water delivery to the service areas of any water purveyors that have approved interlocal agreements with the City of Auburn.

PROVISIONS

All conditions and requirements contained in reports of examination or permits previously issued apply to this certificate unless specifically noted below.

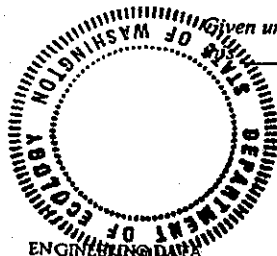
Issuance of this water right is subject to the implementation of the minimum requirements established in the Conservation Planning Requirements, Guideline and Requirements for Public Water Systems Regarding Water Use Reporting, Demand Forecasting Methodology, and Conservation Programs, July 1994, and as revised.

Under RCW 90.03.005 and 90.54.020(6), conservation and improved water use efficiency must be emphasized in the management of the states water resources, and must be considered as a potential new source of water. Accordingly, as part of the terms of this water right, the applicant shall prepare and implement a water conservation plan approved by Department of Health. The standards for such a plan may be obtained from either the Department of Health or the Department of Ecology.

In order to monitor the resource, static water level (SWL) shall be measured at least once each month. Measurements shall be taken after the pump has been shut off and the water level in the well has been stabilized. The data shall be maintained and made available to Ecology upon request. However, Ecology's Water Resources Section (NWRO) shall be notified if the SWL is determined to be below the level normally recorded at that time of year.

The right to use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in RCW 90.03.380, 90.03.390, and 90.44.020.

This certificate of water right is specifically subject to relinquishment for non-use of water as provided in RCW 90.14.180.



OK W
ECY 040-1-2 (Rev. 8-97)

Given under my hand and the seal of this office at Bellevue, Washington,
10th day of Sept., 1997.

Tom Fitzsimmons
Department of Ecology

By Ray Hellwig
Ray Hellwig, Section Supervisor

9709260279

STATE OF WASHINGTON, COUNTY OF King**CERTIFICATE OF GROUND WATER RIGHT**

(Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology thereunder.)

THIS IS TO CERTIFY That CITY OF AUBURNof Auburn, Washington, has made proofto the satisfaction of the Department of Ecology of a right to the use of the public ground waters of the State of Washington from a welllocated within abandoned White River bed, in the City of Auburn, between Government Lots 9 and 10.Sec. 18, Twp. 21 N., R. 5 E W.M.,for the purpose(x) of municipal supplyunder and specifically subject to provisions contained in Ground Water Permit No. 8732

issued by the Department of Ecology and that said right to the use of said ground waters has been perfected in accordance with the laws of Washington, and is hereby confirmed by the Department of Ecology

GL-00277C

and entered of record in Volume - at page /; that the priority of the right hereby confirmeddates from February 26, 1968; that the quantity of ground water under the right hereby confirmed

for the aforesaid purposes, is limited to an amount actually beneficially used for said purposes,

and shall not exceed 2400 gallons per minute; 3840 acre-feet per year, to supply aprojected population of 40,000 by 1980 continuously each year

A description of the lands to which such ground water right is appurtenant is as follows:

Area served by the City of Auburn.

The right to use of water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in RCW 90.03.380, 90.03.390 and 90.44.020.

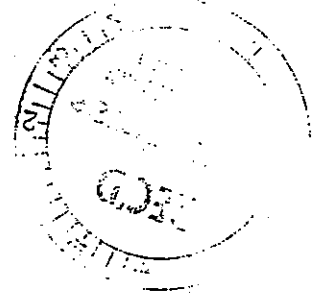
This certificate of ground water right is specifically subject to relinquishment for nonuse of water as provided in RCW 90.14.180.



Engineering Data

OK et alUnder my hand and seal of this office at Olympia, Washington, this 14th day of July, 19 72.JOHN A. BIGGS, Director
Department of Ecologyby R. Jerry Bullen

Nov-30-72 00107 7211300129 --- RF 2.00 *Wheat*



Ground Water Permit No. 8732

**Certificate of Ground
Water Right**

Recorded in the Department of Ecology,
Olympia, Washington, in Book No. _____
_____ of Ground Water Right
Certificates, on page G1-00277C, on the
14th day of November
19 72

STATE OF WASHINGTON, } ss.
County of _____

I certify that the within was received
and duly recorded by me in Volume _____
of Book of Water Right Certificates, at
page _____ on the _____ day of
_____, 19____

STATE PRINTING PLANT, OLYMPIA, WASHINGTON

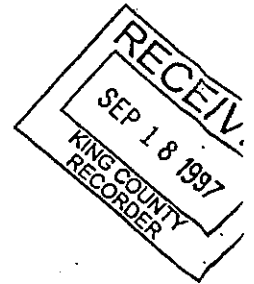
For Record at Request of
City of Auburn
20 A W 76
Auburn Wash 98002

RECORDED
1972 NOV 30 11 11
DIRECTOR
RECORDS & ELECTIONS
KING COUNTY, WASH.

City of Auburn
Public Works Department
25 West Main Street
Auburn, WA 98001



STATE OF WASHINGTON
SUPERSEDING CERTIFICATE OF WATER RIGHT
Replaces Certificate of Water Right issued on September 15, 1988



Document Title: Certificate of Water Right

Agency: Department of Ecology
Northwest Regional Office
3190 160th Avenue Southeast
Bellevue, WA 98008-5452

Applicant: City of Auburn
Public Works Dept.
25 West Main Street
Auburn, WA 98001

Reference Number: N/A

PRIORITY DATE	APPLICATION NUMBER	PERMIT NUMBER	CERTIFICATE NUMBER
July 8, 1980	G1-23629	G1-23629 P	G1-23629 C

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown, but is limited to an amount actually beneficially used.

PUBLIC WATERS TO BE APPROPRIATED

SOURCE	TRIBUTARY OF (IF SURFACE WATERS)	
Wells (3A & 3B)	N/A	
MAX. CUBIC FEET PER SECOND	MAX. GALLONS PER MINUTE	MAX. ACRE-FEET PER YEAR
N/A	2800	3600
QUANTITY	TYPE OF USE	PERIOD OF USE
N/A	Municipal	Continuously

LEGAL DESCRIPTION OF LOCATION OF DIVERSION/WITHDRAWAL

1/4 1/4	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	W.R.I.A.	COUNTY
NE SW	30	21	5E	9	King

PARCEL # N/A

ADDITIONAL LEGAL IS ON PAGE 2

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

1/4 1/4	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	W.R.I.A.	COUNTY
N/A	N/A	N/A	N/A	N/A	King

PARCEL # N/A

ADDITIONAL LEGAL IS ON PAGE 2

9709260281

LEGAL DESCRIPTION FOR LOCATION OF DIVERSION/WITHDRAWAL

Well 3A: 853 feet west and 326 feet south of center of Section 30.

Well 3B: 812 feet west and 326 feet south of center of Section 30.

LEGAL DESCRIPTION FOR PROPERTY ON WHICH WATER IS TO BE USED

Area served by City of Auburn as identified in their latest approved water system plan and periodic updates consistent with coordinated water supply plans, including interties for wholesale water delivery to the service areas of any water purveyors that have approved interlocal agreements with the City of Auburn.

PROVISIONS

All conditions and requirements contained in reports of examination or permits previously issued apply to this certificate unless specifically noted below.

All water wells constructed within the State shall meet the minimum standards for well construction and maintenance as provided under RCW 18.104, Washington Water Well Construction Act of 1972, and Chapter 173-160 WAC, Minimum Standards for Construction and Maintenance of Wells.

An approved metering device shall be installed and maintained in accordance with RCW 90.03.360, WAC 508-64-020 through -040. Meter readings shall be recorded at least monthly.

The well or wells under this appropriation right shall not be screened, perforated or open to water bearing materials shallower than 180 feet below ground surface at the well site.

Issuance of this water right is subject to the implementation of the minimum requirements established in the Conservation Planning Requirements, Guideline and Requirements for Public Water Systems Regarding Water Use Reporting, Demand Forecasting Methodology, and Conservation Programs, July 1994, and as revised.

Under RCW 90.03.005 and 90.54.020(6), conservation and improved water use efficiency must be emphasized in the management of the states water resources, and must be considered as a potential new source of water. Accordingly, as part of the terms of this water right, the applicant shall prepare and implement a water conservation plan approved by Department of Health. The standards for such a plan may be obtained from either the Department of Health or the Department of Ecology.

In order to monitor the resource, static water level (SWL) shall be measured at least once each month. Measurements shall be taken after the pump has been shut off and the water level in the well has been stabilized. The data shall be maintained and made available to Ecology upon request. However, Ecology's Water Resources Section (NWRO) shall be notified if the SWL is determined to be below the level normally recorded at that time of year.

The right to use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in RCW 90.03.380, 90.03.390, and 90.44.020.

This certificate of water right is specifically subject to relinquishment for non-use of water as provided in RCW 90.14.180.



Given under my hand and the seal of this office at Bellevue, Washington,
16th day of Sept, 1997.

Tom Fitzsimmons
Department of Ecology

By Ray Hellwig
Ray Hellwig, Section Supervisor

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CERTIFICATE OF WATER RIGHT

☐ Surface Water

(Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the Department of Ecology.)

☒ Ground Water

(Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology.)

8809190660

PRIORITY DATE July 8, 1980	APPLICATION NUMBER G1-23629	PERMIT NUMBER G1-23629P	CERTIFICATE NUMBER G1-23629C
-------------------------------	--------------------------------	----------------------------	---------------------------------

NAME

City of Auburn

ADDRESS (STREET)

25 West Main Street

(CITY)

Auburn

(STATE)

Washington

(ZIP CODE)

98002

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown, but is limited to an amount actually beneficially used.

PUBLIC WATER TO BE APPROPRIATED

SOURCE

Well

TRIBUTARY OF (IF SURFACE WATERS)

MAXIMUM CUBIC FEET PER SECOND

MAXIMUM GALLONS PER MINUTE

2,800

MAXIMUM ACRE-Feet PER YEAR

3,600.0

QUANTITY, TYPE OF USE, PERIOD OF USE

Municipal Water Supply - continuously

LOCATION OF DIVERSION/WITHDRAWAL

APPROXIMATE LOCATION OF DIVERSION-WITHDRAWAL

762' West and 267' South of center of Section 30.

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION)

NE 1/4 SW 1/4

SECTION

30

TOWNSHIP N.

21

RANGE, (E. OR W.) W.M.

5E

W.R.I.A.

9

COUNTY

King

RECORDED PLATTED PROPERTY

LOT

BLOCK

OF (GIVE NAME OF PLAT OR ADDITION)

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

Area served by City of Auburn, situated within King County, Washington.

88/09/19
RECD F
CRSHSL

6.00

#0660

****6.0

11

FILED for Record at Request of

Name

City of Auburn

Address

25 West Main St
Auburn, WA 98001

88/09/19
BY THE DEPARTMENT OF
RECORDS & COMMUNICATIONS
KING COUNTY

RECORDED - 11/11/88

PROVISIONS

All water wells constructed within the state shall meet the minimum standards for construction and maintenance as provided under RCW 18.104 (Washington Water Well Construction Act of 1971) and Chapter 173-160 WAC (Minimum Standards for Construction and Maintenance of Water Wells).

An approved measuring device shall be installed and maintained in accordance with RCW 90.03.360, WAC 508-64-020 through WAC 508-64-040 (Installation, operation and maintenance requirements attached hereto).

The well or wells under this appropriation right shall not be screened, perforated or open to water bearing materials shallower than 180' below ground surface at the well site.

8809190660

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use here described, except as provided in RCW 90.03.380, 90.03.390, and 90.44.020.

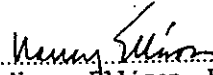
This certificate of water right is specifically subject to relinquishment for nonuse of water as provided in RCW 90.14.180.

Given under my hand and the seal of this office at Redmond Washington, this 15th day of September, 1988.

Department of Ecology

ENGINEERING DATA

OK 

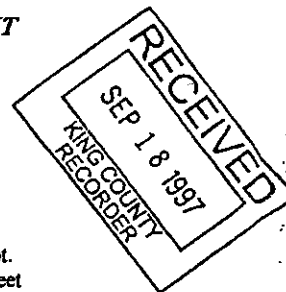
by 
Nancy Ellison, Regional Manager

FOR COUNTY USE ONLY

City of Auburn
Public Works Department
25 West Main Street
Auburn, WA 98001



STATE OF WASHINGTON
SUPERSEDING CERTIFICATE OF WATER RIGHT
Replaces Certificate of Water Right issued on September 15, 1988



Document Title: Certificate of Water Right

Agency: Department of Ecology
Northwest Regional Office
3190 160th Avenue Southeast
Bellevue, WA 98008-5452

Applicant: City of Auburn
Public Works Dept.
25 West Main Street
Auburn, WA 98001

Reference Number: N/A

PRIORITY DATE	APPLICATION NUMBER	PERMIT NUMBER	CERTIFICATE NUMBER
December 29, 1972	G1-20391	G1-20391 P	G1-20391 C

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown, but is limited to an amount actually beneficially used.

PUBLIC WATERS TO BE APPROPRIATED

SOURCE	TRIBUTARY OF (IF SURFACE WATERS)	
Well #4	N/A	
MAX. CUBIC FEET PER SECOND	MAX. GALLONS PER MINUTE	MAX. ACRE-Feet PER YEAR
N/A	2800	3600
QUANTITY	TYPE OF USE	PERIOD OF USE
N/A	Municipal	Continuously

LEGAL DESCRIPTION OF LOCATION OF DIVERSION/WITHDRAWAL

1/4 1/4	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	W.R.I.A.	COUNTY
NW NE	30	21	SE	9	King

PARCEL # N/A

ADDITIONAL LEGAL IS ON PAGE 2

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

1/4 1/4	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	W.R.I.A.	COUNTY
N/A	N/A	N/A	N/A	N/A	King

PARCEL # N/A

ADDITIONAL LEGAL IS ON PAGE 2

9709260280

LEGAL DESCRIPTION FOR LOCATION OF DIVERSION/WITHDRAWAL

900 feet east and 500 feet south of North quarter corner of Section 30.

LEGAL DESCRIPTION FOR PROPERTY ON WHICH WATER IS TO BE USED

Area served by City of Auburn as identified in their latest approved water system plan and periodic updates consistent with coordinated water supply plans, including interties for wholesale water delivery to the service areas of any water purveyors that have approved interlocal agreements with the City of Auburn.

PROVISIONS

All conditions and requirements contained in reports of examination or permits previously issued apply to this certificate unless specifically noted below.

The well or wells under this appropriation right shall not be screened, perforated or open to water bearing materials shallower than 180 feet below ground surface at the well site.

All water wells constructed within the State shall meet the minimum standards for well construction and maintenance as provided under RCW 18.104, Washington Water Well Construction Act of 1972, and Chapter 173-160 WAC, Minimum Standards for Construction and Maintenance of Wells.

An approved metering device shall be installed and maintained in accordance with RCW 90.03.360, WAC 508-64-020 through -040. Meter readings shall be recorded at least monthly.

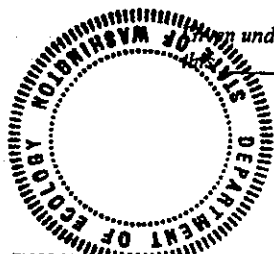
Issuance of this water right is subject to the implementation of the minimum requirements established in the Conservation Planning Requirements, Guideline and Requirements for Public Water Systems Regarding Water Use Reporting, Demand Forecasting Methodology, and Conservation Programs, July 1994, and as revised.

Under RCW 90.03.005 and 90.54.020(6), conservation and improved water use efficiency must be emphasized in the management of the states water resources, and must be considered as a potential new source of water. Accordingly, as part of the terms of this water right, the applicant shall prepare and implement a water conservation plan approved by Department of Health. The standards for such a plan may be obtained from either the Department of Health or the Department of Ecology.

In order to monitor the resource, static water level (SWL) shall be measured at least once each month. Measurements shall be taken after the pump has been shut off and the water level in the well has been stabilized. The data shall be maintained and made available to Ecology upon request. However, Ecology's Water Resources Section (NWRO) shall be notified if the SWL is determined to be below the level normally recorded at that time of year.

The right to use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in RCW 90.03.380, 90.03.390, and 90.44.020.

This certificate of water right is specifically subject to relinquishment for non-use of water as provided in RCW 90.14.180.



ENGINEER
OK
ECY 0401-2 (Rev. 8-97)

under my hand and the seal of this office at Bellevue, Washington,
16th day of Sept., 1997.

Tom Fitzsimmons
Department of Ecology

By Ray Hellwig
Ray Hellwig, Section Supervisor

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CERTIFICATE OF WATER RIGHT

- ☐ Surface Water (Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the Department of Ecology.)
- ☒ Ground Water (Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology.)

8809190659

PRIORITY DATE December 29, 1972	APPLICATION NUMBER G1-20391	PERMIT NUMBER G1-20391P	CERTIFICATE NUMBER G1-20391C
NAME City of Auburn			
ADDRESS (STREET) 25 West Main Street	(CITY) Auburn	(STATE) Washington	(ZIP CODE) 98001-4998

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown, but is limited to an amount actually beneficially used.

PUBLIC WATER TO BE APPROPRIATED

SOURCE
Well #4

TRIBUTARY OF (IF SURFACE WATERS)

MAXIMUM CUBIC FEET PER SECOND ---	MAXIMUM GALLONS PER MINUTE 2,800	MAXIMUM ACRE-FOOT PER YEAR 3,600.0
--------------------------------------	-------------------------------------	---------------------------------------

QUANTITY, TYPE OF USE, PERIOD OF USE
Municipal Water Supply - continuously

LOCATION OF DIVERSION/WITHDRAWAL

APPROXIMATE LOCATION OF DIVERSION-WITHDRAWAL

900' East and 500' South of NW $\frac{1}{4}$ corner of Section 30.

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION) NW $\frac{1}{4}$ NE $\frac{1}{4}$	SECTION 30	TOWNSHIP N. 21	RANGE, (E. OR W.) W.M. 5	W.R.I.A. 9	COUNTY King
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RECORDED PLATTED PROPERTY

LOT	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION)
-----	-------	------------------------------------

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

Area served by City of Auburn, situated within King County, Washington.

88/09/19 #0659
RECD F 6.00
CASHSL *****
11

FILED for Record at Request of

Name City of Auburn
Address 25th West Main St.
Auburn, WA. 98001

SEP 19 2 04 PM '88
BY THE CLERK OF
RECORDS & EVIDENCE
KING COUNTY

RECORDED AND INDEXED

The well or wells under this appropriation right shall not be screened, perforated or open to water bearing materials shallower than 180' below ground surface at the well site.

All water wells constructed within the state shall meet the minimum standards for construction and maintenance as provided under RCW 18.104 (Washington Water Well Construction Act of 1971) and Chapter 173-160 WAC (Minimum Standards for Construction and Maintenance of Water Wells).

An approved measuring device shall be installed and maintained in accordance with RCW 90.03.360, WAC 508-64-020 through WAC 508-64-040 (Installation, operation and maintenance requirements attached hereto).

8809190659

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use here described, except as provided in RCW 90.03.380, 90.03.390, and 90.44.020.

This certificate of water right is specifically subject to relinquishment for nonuse of water as provided in RCW 90.14.180.

Given under my hand and the seal of this office at Redmond Washington, this...15th... day
ofSeptember....., 19.....88.....

Department of Ecology

ENGINEERING DATA

OK

by Nancy Ellison
Nancy Ellison, Regional Manager

FOR COUNTY USE ONLY



20040305001181

AUBURN CITY OF CERT 20.00
PAGE 001 OF 002
03/05/2004 12:14
KING COUNTY, WA

City of Auburn
25 West Main Street
Auburn, WA 98001



STATE OF WASHINGTON
SUPERSEDING CERTIFICATE OF WATER RIGHT

Document Title: Certificate of Water Right

Agency: Department of Ecology
Northwest Regional Office
3190 160th Avenue Southeast
Bellevue, WA 98008-5452

Applicant:
City of Auburn
25 West Main Street
Auburn, WA 98001

Reference Number:

PRIORITY DATE	APPLICATION NUMBER	PERMIT NUMBER	CERTIFICATE NUMBER
June 23, 1980	G1-23633	G1-23633P	G1-23633C

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown, but is limited to an amount actually beneficially used

PUBLIC WATERS TO BE APPROPRIATED

SOURCE	TRIBUTARY OF (IF SURFACE WATERS)	
Wells 5, 5A, 5B, & 5C	N/A	
MAX CUBIC FEET PER SECOND	MAX GALLONS PER MINUTE	MAX ACRE-FOOT PER YEAR
N/A	1000	720

QUANTITY/TYPE OF USE/PERIOD OF USE

720 Acre-feet per year Municipal supply Year-round, as needed

LEGAL DESCRIPTION OF LOCATION OF DIVERSION/WITHDRAWAL

--	--	--	--	--	--

Parcel # 1421049093

Well 5: SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, T. 21 N., R. 5 E.W.M., located 556 feet East, 328 feet North of the South quarter corner of Section 31; King County

Well 5A: SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, T. 21 N., R. 5 E.W.M., located 880 feet North, 1050 feet west of the Southeast corner of Section 31,

Well 5B: SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 6, T. 20 N., R. 5 E.W.M., located approximately 1450 feet West, 2250 feet South of the Northeast corner of Section 6; Pierce County

Well 5C: SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 6, T. 20 N., R. 5 E.W.M., located approximately 1525 feet West and 2400 feet South of the Northeast corner of Section 6, Pierce County.

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

--	--	--	--	--	--

The area served by the City of Auburn as identified in their latest approved water system plan and periodic updates consistent with coordinated water supply plans, including interties for wholesale water delivery to the service areas of any water purveyors that have approved inter local agreements with the City of Auburn

SUPERSEDING CERTIFICATE OF WATER RIGHT

PROVISIONS

"The total instantaneous withdrawal rate for Well 5, Well 5A, Well 5B, and Well 5C authorized by this certificate shall not exceed 1,000 gpm. The total annual withdrawal rate for Well 5, Well 5A, Well 5B, and Well 5C shall not exceed 720 acre-feet per year."

An approved measuring device shall be installed and maintained for each of the sources identified by this water right in accordance with the rule "Requirements for Measuring and Reporting Water Use," Chapter 173-173 WAC.

Water use data shall be recorded monthly. The maximum rate of diversion/withdrawal and the annual total volume shall be submitted to Ecology by January 31 of each calendar year.

The following information shall be included with each submittal of water use data: owner, contact name if different, mailing address, daytime phone number, WRIA, Permit/Certificate/Claim No., source name, annual quantity used including units, maximum rate of diversion including units,

- 1 monthly meter readings including units,
- 2 peak monthly flow including units,
- 3 Department of Health WFI water system number and source number(s),

and period of use. In the future, Ecology may require additional parameters to be reported or more frequent reporting. Ecology prefers web based data entry, but does accept hard copies. Ecology will provide forms and electronic data entry information.

Chapter 173-173 WAC describes the requirements for data accuracy, device installation and operation, and information reporting. It also allows a water user to petition Ecology for modifications to some of the requirements. Installation, operation and maintenance requirements are contained in the document entitled "Water Measurement Device Installation and Operation Requirements."

Department of Ecology personnel, upon presentation of proper credentials, shall have access at reasonable times, to the records of water use that are kept to meet the above conditions, and to inspect at reasonable times any measuring device used to meet the above conditions.

Issuance of this water right is subject to the implementation of the minimum requirements established in the Conservation Planning Requirements, Guideline and Requirements for Public Water Systems Regarding Water Use Reporting, Demand Forecasting Methodology, and Conservation Programs, July 1994 and as revised.

Under RCW 90.03.005 and 90.54.020(6), conservation and improved water use efficiency must be emphasized in the management of the State's water resources, and must be considered as a potential new source of water. Accordingly, as part of the terms of this water right, the applicant shall prepare and implement a water conservation plan approved by Department of Health. The standards for such a plan may be obtained from either the Department of Health or the Department of Ecology.

Water Resources Act of 1971 specifies certain criteria regarding utilization and management of the waters of the state in the best public interest. Use of water may be subject to regulation at certain times, based on the necessity to maintain water quantities sufficient for preservation of the natural environment.

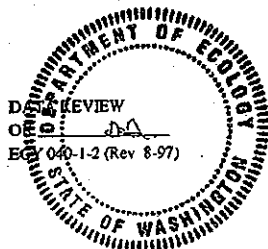
The right to use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in RCW 90.03.380, 90.03.390, and 90.44.020.

This certificate of water right is specifically subject to relinquishment for non-use of water as provided in RCW 90.14.180.

Given under my hand and the seal of this office at Bellevue, Washington,
this 19th day of FEBRUARY, 2004

Linda Hoffman
Department of Ecology

By Daniel Swenson
Daniel Swenson, Section Supervisor





Water Rights 8C

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Northwest Regional Office, 3190 - 160th Ave S.E. • Bellevue, Washington 98008-5452 • (206) 649-7000

July 20, 1995

City of Auburn
25 West Main Street
Auburn, Washington 98001-4998

Dear Sir or Madam:

Re: Change Application for Ground Water Certificates 3560-A, G1-00277C, G1-20391C, and G1-23629C

Your change application has been approved. However, superseding certificates for 3560-A, G1-00277C, G1-20391C, and G1-23629C will not be issued until the authorized change has been accomplished. If the 30 day appeal period expires with no appeal, this letter and the accompanying Report of Examination (ROE) would become the legal instruments authorizing the change.

When wells 6 and 7 have been drilled and connected to Auburn's delivery system, notify this office in writing that the change as authorized in the ROE is completed. The notice shall include water well reports documenting well development in the same aquifer and statutory recording fees for issuing superseding certificates as indicated below.

\$20.00 payable to the Department of Ecology and
\$32.00 payable to the County Auditor.

This letter and the enclosed Report of Examination constitute our determination and order. Any person wishing to appeal this action may obtain review by submitting a written request, within thirty (30) days of receipt of this order, to the Washington Pollution Control Hearings Board, 4224 - 6th Avenue S.E., Bldg. #2, Lacey, WA 98504-0903. Concurrently send to the Director of the Department of Ecology, Mail Stop 7600, P.O. Box 47600, Olympia, Washington 98504-7600, a copy of the request for review. These procedures are consistent with the provisions of Chapter 43.21B RCW and the rules and regulations adopted thereunder.

Sincerely,


Raymond K. Hellwig
Northwest Regional Office

RKH:ms
Enclosures

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
REPORT OF EXAMINATION
FOR CHANGE OF WATER RIGHTS

Request: The City of Auburn wants to change existing ground water certificates 3560-A, G1-00277C, G1-20391C, and G1-23629C by adding two supplemental wells (#6 and #7) to each of the four certificates.

Recommend: That two supplemental wells (well 6 and well 7) be added to certificates 3560-A, G1-00277C, G1-20391C, and G1-23629C. All other conditions and terms pertaining to the certificates remain unchanged.

Superseding certificates will be issued when the following conditions are met.

Both wells (#6 and #7) are drilled, completed, and connected to Auburn's water delivery system.

Water well reports for wells (#6 and #7) are filed with Ecology documenting development in the same aquifer as wells under certificates 3560-A, G1-00277C, G1-20391C, and G1-23629C.

SUPPORT DATA

Background

Application of Change for: Ground Water Certificates 3560-A, G1-00277C, G1-20391C, and G1-23629C.

Name: City of Auburn

Date submitted: May 19, 1995

Request: Add two supplemental wells (#6 and #7) to each of the referenced certificates which share a common ground water source.

Use: Municipal water supply

Legal notice: Published in the Valley Daily News on June 9 and 16, 1995. No protests filed.

Investigation

Location: City of Auburn in southeast King County

Water supply sources: Auburn has seven wells plus West Hill Springs, and Coal Creek Springs.

Service area: The City of Auburn and surrounding areas including interties as described in their current water system plan.

Water rights: Auburn currently holds a combined total of 12,520 Acre Feet per year (AF/yr) in certificated water rights. The certificates pertaining to this application for change were issued as follows:

Cert. 3560-A (well 1), 2200 gallons per minute (gpm), 1120 AF/yr.

Cert. G1-00277C (well 2), 2400 gpm, 3840 AF/yr.

Cert. G1-20391C (well 4), 2800 gpm, 3600 AF/yr.

Cert. G1-23629C (wells 3A & 3B), 2800 gpm, 3600 AF/yr.

The proposed change would add wells (#6 and #7) as yet to be drilled to each of the four certificates to provide system flexibility and operational reliability. The instantaneous and annual quantities authorized by each certificate would remain unchanged.

Valley aquifer: According to a hydrogeologic study and report prepared by the consulting firm of Hart Crowser for Auburn, wells 1,2,3A,3B, and 4 are all developed in the same aquifer known as the Auburn Valley Aquifer.

Well 1 is in the NE1/4NE1/4, Sec. 19, T. 21N, R. 5E

Well 2 is in the NE1/4, Sec. 18, T. 21N, R. 5E

Wells 3A & 3B are in the NE1/4SW1/4, Sec. 30, T. 21N, R. 5E

Well 4 is in the NW1/4NE1/4, Sec. 30, T. 21N, R. 5E

The proposed supplemental wells are to be located as follows:

Well 6 in the NE1/4, Sec. 18, T. 21N, R. 5E

Well 7 in the NW1/4, Sec. 18, T. 21N, R. 5E

Staff hydrogeologist reviewed data on existing wells and the Hart Crowser report and confirms that all existing wells are developed in the same aquifer and are hydraulically connected to each other; therefore, it can be considered as being part of a very large well field. The aquifer covers an area of approximately four miles by one and one half miles. The proposed wells will be located between the other existing wells and within the area covered by the Auburn Valley Aquifer.

Well development: Auburn plans to drill well 6 by December 1996 and drill well 7 by October 1997. Both wells will be connected to Auburn's water delivery system by December 1997.

Prior to issuing any superseding certificates, copies of the water well reports must be filed with Ecology to document completion and document that the wells are developed in the same aquifer as the certificated wells.

Conclusion:

In accordance with RCW Chapters 90.03 and 90.44, I find that Auburn has water rights to approve the request for change to add supplemental wells, that the change is for a beneficial use and will not impair existing rights or be detrimental to the public welfare.

REPORT BY:

Janet Jorg

DATE:

7/24/95

WATER SHORTAGE EMERGENCY RESPONSE PLAN

AUBURN WATER UTILITY

WATER SHORTAGE CONTINGENCY PLAN (WSCP)

SUPPLEMENT TO THE AUBURN
COMPREHENSIVE WATER PLAN

July 2009

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B. Enforcement Procedural Check List	

AUBURN WATER UTILITY WATER SHORTAGE CONTINGENCY PLAN

SECTION 1

Introduction

The City of Auburn adopted Ordinance 5787 on August 4, 2003, enacting Auburn City Code (ACC), Chapter 13.14 titled "Water Shortage Emergency Response Regulations" in response to a water shortage in the Lakeland Hills Water Service Area. ACC 13.14 gives the Mayor the authority to declare various stages of water emergencies and to implement water conservation measures.

The objective of this Water Shortage Contingency Plan (WSCP) is to establish actions and procedures for implementing ACC 13.14 during impending or actual water shortages. The plan will help Auburn maintain levels of service essential for public health and safety, minimize adverse impacts on economic activity, and protect our customer's lifestyle. This plan addresses both progressive situations, such as those that are weather-related, and more drastic and immediate situations such as facility emergencies (e.g., a pipeline break).

SECTION 2

Phased Curtailment Plan

This plan provides five stages of response. The first three stages are intended for response to seasonal or long-term supply shortages. The fourth stage will be used in response to a sudden loss of distribution capability, such as a pipeline break or well failure. The fifth stage is to be implemented in response to regional emergencies. The five stages include a variety of communications, internal operations, and supply and demand management strategies as appropriate, and are characterized as follows:

- **Stage I. Anticipated Water Shortage. Internal preparations** – If a shortage appears imminent, the City will conduct public education regarding the benefits and necessity of water curtailment.
- **Stage II. Serious Water Shortage. Voluntary curtailment** – During this stage, the City will recommend specific voluntary curtailment actions for both residential and commercial customers.
- **Stage III. Critical Water Shortage. Limited outdoor restrictions** – If the Voluntary Stage does not result in the reduction needed, the City may prohibit or limit certain activities. This stage would be accompanied by an enforcement plan, which could include fines for repeated violation.
- **Stage IV. Emergency Water Shortage. Mandatory outdoor restrictions and indoor curtailment** – In the event that immediate curtailment is required to maintain supply for human consumption, medical uses, sanitation and fire protection, the City may prohibit all non-essential uses.
- **Stage V. Regional Disaster. Water rationing** – In the event of a regional disaster or water shortage, the City may require rationing water by Auburn's customers.

Stage I. Anticipated Water Shortage.

Objectives

- To prepare the City, relevant agencies and water users for potential water shortage thereby allowing all parties adequate planning and coordination time.
- To undertake supply management actions that forestall or minimize the need later for more stringent demand or supply management actions.

Triggers

Declining source levels and/or increased demand, and no indication of trend reversal in the immediate future.

Public Message

“Potential exists for lower than normal supply; conditions may return to normal or, later on, we may need to reduce consumption. We’ll keep you informed.”

Anticipated Water Shortage Stage Actions

Coordinate tracking of supply and demand conditions by Auburn staff.

Stage II. Serious Water Shortage. Voluntary Stage.

Objectives

- To maintain or reduce demand to meet target consumption levels by customers through voluntary actions.
- To forestall or minimize need later for more stringent demand or supply management actions.
- To minimize the disruption to customers’ lives and businesses while meeting target consumption goals.
- To maintain the highest water quality standards throughout the shortage.

Triggers

1. Decreasing static or pumping levels at our sources.
2. Source water levels are significantly below historical “normals” for the current time of year, and historic use patterns indicate that expected demands may not be met if this trend continues or worsens.

Public Message

“We are relying on the support and cooperation of all water users to stretch the available water supply. Demand needs to be reduced by ____%. Customers are responsible for determining how they will meet that goal. If everyone cooperates, we may avoid imposing more stringent restrictions.”

Serious Water Shortage Stage Actions

Staff will meet frequently to re-evaluate the situation based on current and projected supply conditions and the season, and determine the appropriate actions and strategies. They will determine target consumption goals to be achieved on a voluntary basis, which may be revised as necessary.

Based on the consumption goal, some or all of the following actions will be taken:

Communication Actions

- Staff communicates the nature and scope of voluntary measures and strategy to Mayor, Council and wholesale customers.
- Evaluate whether targeted consumption levels and supply conditions warrant a rate surcharge to reinforce voluntary actions and/or to recover revenue losses.
- Prepare appropriate legislation regarding emergency surcharges, if required.
- Initiate major public information, media and advertising campaign:
 - Promote consumption goals for typical households, and a percentage reduction goal for commercial customers.
 - Develop and implement a marketing plan, potentially including paid advertising, to 1) keep customers informed about supply and demand conditions, 2) reinforce desired customer actions; recommend customer actions to reduce demand, and 3) depending on conditions, remind customers that if goals are not achieved, restrictions may be necessary.
 - Identify what potential next steps will be used to reduce demand including timing, what type of restrictions and/or surcharges will be imposed.
 - Include water quality information in public information so that if flushing is necessary, the public understands that it is essential for water quality maintenance.
- Publicize water supply conditions on the City web page, update regularly. Ensure the information provided covers the needs of all key interests: the public, news media and purveyors.
- Contact largest customers (including wholesale customers) (refer to Attachment A) to request percentage reduction. Contact City employees and other public agencies to inform them of conditions and request their cooperation.
- Contact nurseries and landscape contractors to inform them of conditions and request their cooperation.
- Establish regular communication mechanism to keep City employees, especially utility account representatives, up to date on goals, conditions, and actions.
- Initiate remaining planning and preparation for Stage III.

Auburn Internal Operating Actions

- Intensify data collection actions and monitoring of weather forecasts.
- Intensify supply side management techniques to optimize existing sources.
- Assess current water main flushing and reservoir cleaning activities to determine whether they should be accelerated for completion prior to the peak season or postponed to conserve supply.
- Assess water quality in reservoirs and distribution system to target for correction areas that may be predicted to experience severe degradation with reduced consumption.
- Increase water quality monitoring actions.
- Communicate flushing and reservoir cleaning policy to wholesale customers.
- Review current wholesale customer agreements in regards to curtailment actions.
- Implement staffing reassignments as needed, and plan staging changes, which may be needed for the Stage III, including staff to enforce mandatory restrictions.

Supply and Demand Management Actions

- Restrict hydrant meter assembly permits to essential purposes.
- Activate any existing interties to increase supply availability.
- Request that Fire Department limit training exercises that use water.
- Request that City departments eliminate washing fleet vehicles unless recycling car washes are used.
- Request that City of Auburn spray parks reduce hours of operation.
- Request that hosing sidewalks, driveways, parking lots, etc. be limited to situations that require it for public health and safety.
- Have Auburn field personnel “tag” observed obvious water waste such as hoses without shutoff nozzles, irrigation overspray, etc. with notice that informs customer about the supply conditions and need to reduce consumption.
- Evaluate ability to accelerate or enhance or expand long-term curtailment programs; implement as appropriate.
- Request that wholesale customers who have alternative sources use them.

Stage III. Critical Water Shortage. Limited outdoor restrictions.

Objectives

- To achieve targeted consumption reduction goals by restricting defined water uses.
- To ensure that adequate water supply will be available during the duration of the situation to protect public health and safety.
- To minimize the disruption to customers' lives and businesses while meeting target consumption goals.
- To maintain the highest water quality standards throughout the shortage.
- To promote equity among customers by establishing clear restrictions that affect all customers.

Triggers

The Mayor may approve progression to this stage if goals established in Stage II are not met and additional action is needed.

Public Message

“It is necessary to impose mandatory restrictions to reduce demand because the voluntary approach has not resulted in the necessary savings. We are continuing to rely on the support and cooperation of the public to comply with these restrictions but need the certainty and predictability of restricting certain water uses in order to ensure that throughout the duration of this shortage an adequate supply of water is maintained for public health and safety.”

Critical Water Shortage Stage Actions

Communication Actions

- The Director recommends to the Mayor to move to Stage III and other appropriate actions.
- The Council adopts legislation on emergency surcharges, if needed.
- The public is informed about the nature and scope of the mandatory restrictions through a press conference, paid advertising and other means, including direct mail. The enforcement mechanisms, rate surcharges, target consumption goals, projections for how long restrictions will be in place and the reasons for imposing restrictions will also be identified, as will the possible consequences if goals are not met.
- Any exemptions from restrictions will be clearly identified.
- In communicating mandatory restrictions to the public, a clear distinction will be made between lawn/turf watering and watering gardens and ornamental plantings. The type and amount of watering allowed will be clearly defined.
- A “Customer Hotline” will be set up to report violations of restrictions.
- Customers with private wells that are conducting activities prohibited by the City will be urged to install signs to let the public know that private well water is being used.
- Communication actions from Stages I and II will be continued and expanded upon as needed.

Auburn Internal Operating Actions

- Continue appropriate actions from Stages I and II.
- Evaluate options for using seasonal sources of supply.
- Finalize and implement procedures for exemptions from restrictions and/or emergency surcharges.
- Finalize and implement enforcement procedures for restrictions including highly visible “Water Watchers.” (See Attachment B)
- Increase water quality monitoring actions at storage reservoirs.

Supply and Demand Management Actions

The City will consider current supply and demand conditions before recommending restrictions. The specific restrictions imposed during Stage III would be determined based on the season of the year, targeted demand levels, and other considerations previously mentioned. Variations of the specific restrictions may be applied based on water supply conditions. For example, lawn and landscape irrigation restrictions may simply consist of time of day restrictions; or, if conditions warrant, lawn watering could be restricted to certain times of day and allowed only once a week. If supply conditions continue to deteriorate, lawn and landscape irrigation may be banned. Newly installed lawns may be exempted from this ban if the procedures listed below are followed. The City may also consider temporarily reducing water supply to wholesale customers.

POSSIBLE RESTRICTIONS

Watering Restrictions

The following are several possible approaches to watering restrictions.

- The nature of the restrictions used will depend on the situation, and may change as severity of the situation changes.
- Prohibit all watering during the warmest hours of the day, for example between 10:00 a.m. and 7:00 p.m., (see exemption below).
- Limit all watering to specific number of days per week or per month.
- This choice will depend on target consumption goals, the time of year and the extent to which watering is occurring, and how much demands have already decreased.

Other Restrictions

- Prohibit use of any ornamental fountain using drinking water for operation or make-up.
- Close City of Auburn spray park(s).
- Prohibit car washing except at commercial car wash facilities that recycle water.
- Rescind hydrant permits.
- Prohibit washing of sidewalks, streets, decks or driveways except as necessary for public health and safety.
- Limit washing of buildings to situations that require it as part of scheduled building rehabilitation project (e.g., painting or staining).
- Prohibit water waste including untended hoses without shut-off nozzles, obvious leaks and water running to waste such as gutter flooding and sprinklers/irrigation whose spray pattern unnecessarily and significantly hits impervious areas.

Exemptions from Water Use Restrictions

Lawn watering ban exemption- The City may exempt newly installed lawns from a watering ban. Those wishing to request this exemption would need to contact the Public Works Director in writing and request a variance. The Public Works Director would consider the size of lawn and type of watering system to quantify the amount of water to be used under this exemption and to spot check for compliance.

The procedures relating to the exemption and the requirements of the exemption would be clearly outlined at the time of the ban. The following procedures are subject to change:

- Each person requesting a variance would be mailed a packet stating the requirements.
- Once the requirements are met, an authorization packet would be mailed to the customer including a sign to be posted indicating that utility requirements are being complied with.
- New lawns must be properly installed, meaning that two inches of organic soil amendment, such as composted yard waste, is cultivated into the top six inches of existing soil, at a minimum.
- New lawns must be watered according to guidelines to be provided in the packet mentioned above.
- For purposes of this exemption, “new lawn” refers to a lawn newly installed during the current year only. Over seeded or otherwise renovated lawns would not be exempt.

- In the event that the shortage continues to worsen, this exemption would be revoked. It would also be revoked on a case-by-case basis if the rules stated above are not followed, or in the case of a water system emergency.

Monitoring and enforcement are at the discretion of the utility. The existence of an exemption to a watering ban would be announced early in the response process, for example, when the Stage II is invoked.

Other Exemptions –

For purposes of dust control, water may be applied to construction areas or other areas needing to comply with air quality requirements. Ball fields and playfields may be watered at the minimum rate necessary for dust control and safety purposes. The City will exempt customers with special medical needs such as home dialysis from any emergency surcharge provided individual customers notify the utility of such a need.

Water Supply Actions

If not already implemented, activate interties and any other alternative sources of supply.

Stage IV. Emergency Water Shortage. Mandatory outdoor restrictions and indoor curtailment.

Objectives

- To maximize consumption reduction by restricting defined water uses.
- To ensure that adequate water supply will be available during the duration of the emergency situation to protect public health and safety.
- To minimize the disruption to customer's lives and businesses while meeting target consumption goals.
- To maintain the highest water quality standards throughout the shortage.
- To promote equity among customers by establishing clear restrictions that affect all customers.

Triggers

The Mayor may approve implementation of this stage in the event of a sudden disruption within the City's water system, or to a source of supply, which prevents the City from providing the usual level of service to our customers.

Public Message

"Due to failure (break) in the water supply system (or source), it is necessary to impose mandatory restrictions to reduce water use. We are requesting the support and cooperation of our customers (within this defined geographic area) to immediately reduce their use of water in order to ensure that, throughout the duration of this emergency, an adequate supply of water is maintained for public health and safety."

Emergency Water Shortage Stage Actions

Communication Actions

- The director recommends to the Mayor to move to Stage IV and other appropriate actions.
- The public is informed about the nature and scope of the emergency and mandatory restrictions through a press conference, door hangers, paid advertising and other means, including direct mail.
- Any exemptions from restrictions will be clearly identified.

Auburn Internal Operating Actions

- Assess options for supplying emergency water to affected customers.
- Monitor water quality as required.

Supply and Demand Management Actions

The City will consider current supply and demand conditions before recommending restrictions. The specific restrictions imposed during Stage IV would be determined based on water supply conditions and the expected duration of the emergency situation.

POSSIBLE RESTRICTIONS

Watering Restrictions

The following are several possible approaches to water use restrictions.

- Prohibit all lawn watering and other outdoor water uses.
- Promote indoor curtailment.

Other Restrictions

- Prohibit hydrant permit withdrawals from within the affected water service area.

Exemptions from Water Use Restrictions

The Public Works Director will exempt customers with special medical needs such as home dialysis from any emergency surcharge provided individual customers notify the utility of such a need.

Water Supply Actions

If not already implemented, activate interties and any other alternative sources of supply.

Stage V. Regional Disaster. Water rationing.

Introduction

Although many of the demand reduction measures employed would be similar to those used during a progressive, weather-related shortage, short term emergencies are unique because of a lack of preparation time and the urgency of immediate, large-scale demand reductions. Each emergency scenario is different, but most of them require major curtailment actions by customers.

Also, unlike drought, some emergencies would be localized, requiring demand reduction for only a limited geographic area.

There are several criteria by which to decide which demand management measures are appropriate to initially reduce demand during an emergency:

- Timing: can the measure(s) or action(s) deliver the necessary water savings in the necessary timeframe, i.e., are immediate savings needed or can the system support a gradual reduction in demand.
- Magnitude of savings: will the measure produce enough savings to make a meaningful difference i.e., reduce demand to the level the impaired water system can handle.
- Season: does the action make any impact at the time of year that the emergency occurs, i.e., banning lawn watering will have little impact in November.
- Costs: How severe are the cost implications of the measure to the customer, including local business and industry.

Supply and Demand Management During Emergencies

No single strategy can be created which will meet the needs of the department for all emergency scenarios. The criteria listed above create a framework for decision making. Emergencies initially require quick and immediate response. Once an assessment is made as to how long it will take to restore the system, the immediate response strategy may change if it appears that the repair process will be lengthy. The strategy for most emergencies can be narrowed to measures having the most immediate impact on water supply and consumption. All needed and available back up supplies would be activated during an emergency: interties, well-fields, off-loading wholesale customers who have other sources, etc.

Attachment A

Auburn Water Shortage Contingency Plan

CONTACT LIST

A working list of contacts for easy reference in case of a drought or emergency should be developed and regularly updated by the Water Utility Engineer in consultation with others in the Department. In addition to the communication elements contained in the WSCP, the following will be contacted directly in the event of a drought or emergency to inform them and ask for their support and cooperation in reducing demand.

Customers

List of large irrigators, including those using alternate sources.

List of large commercial and industrial customers.

City of Auburn Contacts

Department Directors

Other public agencies with high visibility water use

Business Groups

Attachment B

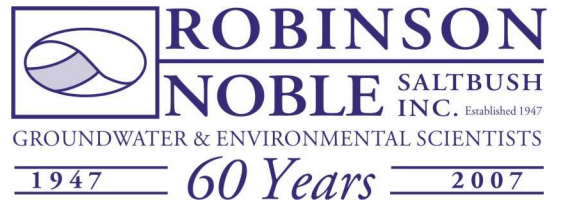
Auburn Water Shortage Contingency Plan

Enforcement Procedural Check List

MANDATORY RESTRICTIONS

- ✓ Determine number of warnings before surcharges applied
- ✓ Self-duplicating "Notice of Violation" forms printed; one to record violation with billing
- ✓ Staff with customer service and communication experience assigned to "Water Watch"
- ✓ Establish procedure for "Water Watchers" to record warnings and penalties on customer accounts
- ✓ Establish "hotline" for customers to report violations
- ✓ Vehicles for "Water Watch" made available; vehicles that are signed as "Water Watchers" will increase visibility and effectiveness of enforcement
- ✓ High priority routes established, e.g. areas with large lawns
- ✓ All field and customer service staff provided "fact sheets", Question and Answer sheets; briefed on restrictions, enforcement procedures; field staff trained on tagging obvious violations

WELLHEAD PROTECTION REPORT



WELLHEAD PROTECTION UPDATE
CITY OF AUBURN

SEPTEMBER 2008

by

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WELLHEAD PROTECTION UPDATE
CITY OF AUBURN
SEPTEMBER 2008

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DRAFT

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COMPLETE PI REPORT (ON CD)

WELLHEAD PROTECTION UPDATE

CITY OF AUBURN

SEPTEMBER 2008

Executive Summary

A wellhead protection area (WHPA) is a representation of where the water produced by a given well comes from. It is based upon capture zones, which describe the area of an aquifer (and all overlying material) that can contribute water to the well in a given period of time. Capture zones are typically defined for time-of-travel periods of one-half, one, five, and ten years.

Pacific Groundwater Group (PGG) initially delineated the City of Auburn wellhead protection areas in 1997 by using a two-dimensional analytical model. In 2000, PGG delineated capture zones for the City of Auburn utilizing MODPATH Version 2, a three-dimensional particle-tracking program that utilizes steady-state head distribution to calculate time related capture zones. Numerical models are typically highly detailed, three-dimensional representations of water flow through identified hydrogeologic layers, and are considered the most accurate approach for delineating wellhead protection areas by the Washington State Department of Health. Robinson, Noble, & Saltbush Inc. used the modeled capture zones to perform a hazard assessment within the wellhead protection area. We then provided the City with Implementation Tasks and Strategies to help effectively implement this plan.

Existing and Potential Contamination Hazard Identification

The inventory of potential contamination sources within the WHPA was performed according to the Washington State Department of Health publication: *"Inventory of Potential Contaminant Sources in Washington's Wellhead Protection Areas (1993)." Parcel Insight (PI)*, an environmental database research company, reviewed 27 federal and state databases for any known or potential contaminant sites within a 4.5-mile radius of the center of the City of Auburn's service area. The sites in this radial search were narrowed further by their location in relation to WHPAs. An evaluation of various land-use categories and activities was also performed. The results of the contamination source inventory include a list of potential and known environmental hazards in proximity to the Auburn water system. From this process, 352 sites or categories of land-use activities were identified as known or potential hazards to the City's wells. These were prioritized and ranked such that the Wellhead Protection implementation process can address each site or land use in a systematic manner. Each site was ranked according to four factors which include proximity of potential hazard to the WHPA; type of contamination; straight-line distance from the wells to the potential hazard; and type of contaminated media, whether potential or actual.

Protection Strategies and Implementation Tasks

The completion of wellhead protection planning provides no safeguards unless effective management strategies are implemented to prevent potential contamination of groundwater sources. With the hazards identified, the Wellhead Protection Plan provides for six strategic strategies and 26 specific tasks for the City to undertake to complete the process. Also included is a detailed review of the State spill response plan and a contingency plan to address the possible loss of one or more water sources.

Introduction

In response to the 1986 Amendments to Section 1428 of the Federal Safe Drinking Water Act, the Washington Administrative Code (WAC) was modified in July 1994 to include mandatory wellhead protection measures¹ for Group A public water systems (WAC 246-290). The overall goal of the state wellhead protection program is to prevent the contamination of ground waters used by Group A public water systems. This is to be accomplished by the definition of management zones around public wells, detection of any existing groundwater contamination sources, and through the management of potential sources of groundwater contamination prior to their entry into the drinking water system. The state requires that a Wellhead Protection Plan (WHPP) shall, at a minimum, include the following aspects:

- A completed susceptibility assessment
- A delineated wellhead protection area
- An inventory of potential contamination threats
- Distribution of findings to required entities
- Contingency plans for alternative sources of drinking water
- Appropriate spill/incident response measures

Under the WAC, local public water systems have primary responsibility for developing and implementing local wellhead protection programs. Due to the limited jurisdictional and regulatory authority afforded most purveyors, it is essential that they work with other local, state, and federal agencies possessing the appropriate authority. The State Department of Health (Health) oversees the wellhead protection program.

Scope of City Wellhead Protection Plan

The City of Auburn is located in the Kent Valley, south of the City of Seattle, Washington. Figure 1 shows the location of the City's wells and the approximate study area. The majority of the City is located in the valley, separated from the City of Kent to the north by the Green River. To the west is the Federal Way upland and to the east are the outlets of the Green and White Rivers into the Kent Valley. The City of Pacific resides to the south of the City, with the White River just beyond it. Auburn's last census in 2004 stated that the population was 48,850 residents.

The City is solely dependent on groundwater sources to serve its needs. The City of Auburn's Public Works Department is responsible for the maintenance of the City's water and sewer utilities, along with many other important parts of the City's infrastructure. Approximately 64,000 retail customers are served through 12,947 connections. Twelve production wells and two spring collection facilities are currently used to supply the City's needs. At the present time and into the near future, the use of ground water constitutes the City's primary and most economical guaranteed source of water.

This wellhead protection plan focuses on three primary areas:

- The review of previous characterizations for the City of Auburn's water sources,
- An inventory of potentially hazardous materials inside all of the delineated WHPAs for the City, and
- The development of management, spill response, and contingency plans.

¹ The legislative authority to require wellhead protection planning can be found in the Revised Code of Washington (RCW) Chapters 43.20.050, 70.119A.060, and 70.119A.080.

WHPA Delineation

Travel-time boundaries can be determined with technical or non-technical methods, although technical methods are preferred so that the WHPA better protects the actual capture zones of protected wells. The Washington State Department of Ecology has identified four methods which are acceptable for the delineation of travel-time boundaries. They are, from generally least to generally most accurate: the calculated fixed radius method, analytical modeling, hydrogeologic mapping, and numerical modeling. The particular method employed (and the accuracy of that method) depends largely on the availability of hydrogeologic data. Numerical modeling, for example, can be highly accurate, but requires the collection of a relatively large amount of data. For areas with typical data availability, time-travel boundaries are commonly delineated using a combination of analytical modeling and hydrogeologic mapping, which provides a reasonably technical level of delineation.

For this project, the City of Auburn elected to use a numerical model of capture zones for WHPA characterization of their wells. Pacific Groundwater Group (PGG) initially delineated the City of Auburn wellhead protection areas in 1997 by using a two-dimensional analytical model. In 2000, PGG delineated capture zones for the City of Auburn utilizing MODPATH Version 2, a three-dimensional particle-tracking program that utilizes steady-state head distribution to calculate time related capture zones. Numerical models are typically highly detailed, three-dimensional representations of water flow through identified hydrogeologic layers, and are considered the most accurate approach for delineating wellhead protection areas. These WHPAs can be found on Figure 2.

Hazard Inventory and Risk Assessment

The inventory of potential contaminant sources within the wellhead protection area (WHPA) was performed according to the December 1993 Washington Department of Health guidance document entitled "Inventory of Potential Contaminant Sources in Washington's Wellhead Protection Areas." This section summarizes the basic steps for conducting an inventory, including:

- Review and identification of potential and known contaminant sources
- Data management
- Prioritizing risks to the WHPA

A summary of potential contaminant sources presented in the DOH document is reproduced in Table 1. These sources were considered when performing the contaminant inventory for the Auburn WHPA. The inventory was completed for the area surrounding Auburn, its 12 water-supply wells, and two water-supply springs.

Contaminant Source Inventory Methodology

Parcel Insight, Inc. (PI), an environmental database research company, reviewed federal and state environmental databases for any known or potential contaminant sites within a designated area surrounding delineated wellhead protection areas for the City of Auburn. The area researched can be found in the PI report presented in Appendix A as well as the Hazard Inventory Maps (Plates 1-7). This report searched government databases in a radius from a fixed point within the City of Auburn's service area. However, the list of sites generated by the PI report was too large to be easily managed. Therefore, sites were removed from the list if they were not within a reasonable buffer or capture zone of any of the wells. The Hazard Inventory List can be found in Appendix B.

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The following Washington State Department of Ecology and EPA databases were reviewed in order to locate sites of known or potential soil and groundwater contamination:

- Brownfields Grant Sites (BROWNFIELDS)
- Comprehensive Environmental Response, Compensation, and Liability Information System- (CERCLIS)
 - - No Further Remedial Action Planned (CERCLIS NFRAP)
- Confirmed and Suspected Contaminated Sites List- (CSCSL)
 - - No Further Action (CSCSL NFA)
 - - Hazardous Sites List (CSCSL HSL)
- Ecology Digest 26 (Catalog of Formal Oversight Decision Documents, Orders and Decrees)
- Emergency Response Notification Systems (ERNS)
- Hazardous Materials Information Reporting System (HMIRS)
- Institutional and Engineering Controls (INS ENG CONTROLS)
- King County Abandoned Landfills (SWLF KING)
- Leaking Underground Storage Tanks (LUST)
- National Priority List (NPL)
- Resource Conservation and Recovery Act- (RCRA)
 - - Conditionally Exempt Small Quantity Generator (CESQG)
 - - Corrective Action Report (CORRACTS)
 - - Large Quantity Generator (LQG)
 - - No Designation (ND)
 - - Non CorRACTs TSD (TSD)
 - - Small Quantity Generator (SQG)
- Seattle Abandoned Landfills (SWLF SEA)
- Solid Waste Facility Database (SWLF STATE)
- Toxic Chemical Release Inventory (TRIS)
- Tribal Leaking Underground Storage Tanks Active (LUST ACTIVE TRIBAL)
- Tribal Leaking Underground Storage Tanks Inactive (LUST INACTIVE TRIBAL)
- Underground Storage Tanks (UST)
- Washington Unauthorized Tire Piles

Table 1: Potential Contaminant Sources Listed by Type

Category I

Sources Designed to Discharge Substances

Subsurface Percolation (e.g. septic tanks and cess-pools)
Injection Wells
 Hazardous waste
 Non-hazardous waste (e.g. brine disposal and drainage)
 Non-waste (e.g. enhanced recovery, artificial recharge solution mining, and *in situ* mining)
Land Application
 Wastewater (e.g. spray irrigation)
 Wastewater by-products (e.g. sludge)
 Hazardous waste
 Non-hazardous waste

Category II

Sources Designed to Store, Treat, and/or Dispose of Substances; Discharge through Unplanned Release

Landfills
 Industrial hazardous waste
 Industrial non-hazardous waste
 Municipal sanitary
Open Dumps, Including Illegal Dumping (Waste)
Residential (or Local) Disposal (Waste)
Surface Impoundments
 Hazardous waste
 Non-hazardous waste
Waste Tailings
Waste Piles
 Hazardous waste
 Non-hazardous waste
Materials Stockpiles (Non-waste)
Graveyards
Animal Burial
Above-ground Storage Tanks
 Hazardous waste
 Non-hazardous waste
 Non-waste
Underground Storage Tanks
 Hazardous waste
 Non-hazardous waste
 Non-waste
Containers
 Hazardous waste
 Non-hazardous waste
 Non-waste
Open Burning Sites
Detonation Sites

Radioactive Disposal Sites

Category III

Sources Designed to Retain Substances during Transport or Transmission

Pipelines
 Hazardous waste
 Non-hazardous waste
 Non-waste
Materials Transport and Transfer Operations
 Hazardous waste
 Non-hazardous waste
 Non-waste

Category IV

Sources Discharging Substances as a Consequence of Other Planned Activities

Irrigation Practices (e.g. return flow)
Pesticide Applications
Fertilizer Applications
Animal Feeding Operations
De-Icing Salt Applications
Urban Runoff
Percolation of Atmospheric Pollutants
Mining and Mine Drainage
 Surface mine-related
 Underground mine-related

Category V

Sources Providing Conduit or Inducing Discharge through Altered Flow Patterns

Production Wells
 Oil (and gas) wells
 Geothermal and heat recovery wells
 Water supply wells
Other Wells (non-waste)
 Monitoring wells
 Exploration wells
Construction Excavation

Category VI

Naturally Occurring Sources whose Discharge is Created and/or Exacerbated by Human Activity

Ground Water - Surface Water Interactions
Natural Leaching
Saltwater Intrusion/Brackish Water
 Upconing (or intrusion of other poor-quality natural water)

Field Survey

A field verification or “windshield survey” was performed by City of Auburn staff based on guidance provided by Robinson, Noble & Saltbush, Inc (RNS). The sites provided by the PI report were organized and plotted onto maps by their respective database listing. A windshield survey checklist was also designed based on the Washington State Department of Health publication, “*Wellhead Protection Program Guidance Document – Sample Inventory Form.*” Once the survey checklist, PI database list, and map of database sites were produced, they were given to the City to allow field staff to confirm the presence/condition of the sites. Furthermore, the City’s staff was instructed to search for additional sites not identified in the PI database search. City staff also provided a map of unsewered areas within the WHPA zones. These areas are mapped on Figure 3.

Methodology for Establishing Risk Priority

The methodology for prioritizing risks in the City’s WHPA was partially based on the EPA Guidance document entitled, “*Managing Ground Water Contamination Sources in Wellhead Protection Areas: a Priority Setting Approach*” (1991). The ranking effort was also based on the level of confidence in data and information that is currently available for known and potential contamination sites.

Each site was ranked according to four decision levels. The decision levels are listed below in Table 2 (Level I represents the highest hazard risk criteria, Level IV is the lowest).

Table 2: Overall Risk Prioritization

Decision Level	Available Data and Information
I	Proximity of potential hazard to the WHPA
II	Type of contamination per Ecology database
III	Straight-line distance from the wells to the potential hazard
IV	Type of contaminated media

Each known or potential hazard was first scored and then ranked using decision level one. Sites with equal level one rankings were then further scored and ranked using decision level two. If sites were still equal in priority, they were further sub-prioritized under decision level three, etc. Once sites were differentiated in priority, no further ranking was necessary. The criteria for scoring sites within each level are discussed below.

Decision Level I –Proximity to WHPA

For the first decision level, the sub-prioritization of contaminated sites was based on their location in the WHP zones; the shorter the travel time to a groundwater source, the higher the priority. Typically there are only five zones ranked within a Wellhead Protection Plan, however, previous studies for the City of Auburn have identified a large area within the Kent Valley where the confining layer above the aquifer is not present. This may reduce the vertical travel time of material to the aquifer, therefore reducing the travel time to nearby wells. Sites within this zone are considered a higher risk to the City’s wells, and are therefore ranked between the 6-month and 1-year time of travel zones. Scores for each site and hazard category are summarized on Table 3.

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Table 3: Decision Level I: Proximity to Source

Sub-Priority Score	Proximity to Source
1	½-year time-of-travel from the source, Zone 1
1.5	Zone 1A, an area with no confining layer above the aquifer
2	1-year time-of-travel from the source, Zone 2
3	5-year time-of-travel from the source, Zone 3
4	10-year time-of-travel from the source, Zone 4
5	Outside of Zone 4, but within the WHPA Buffer Zone

Decision Level II –Type of Contamination

For the second decision level, the sites were ranked as either known contamination or potential contamination sites. Known contamination sites were defined as those with known releases of contaminants according to the environmental database survey results. Potential contamination sites are sites or land areas that are used in ways that could pose a risk to the ground water. This category's scoring is summarized on Table 4.

Table 4: Decision Level II: Type of Contamination

Sub-Priority Score	Known or Suspected Contamination	Type of Contaminated Site	Assumption
1	Known	Confirmed and Suspected Contaminated Sites (CSCSL) and Comprehensive Environmental Response, Compensation, and Liability Information (CERCLIS)	As a worst case scenario, contamination is assumed to be comprised of the most toxic chemical identified for the site, based on information contained in the Ecology and EPA databases.
2	Known	Leaking Underground Storage Tanks (LUST)	All contamination sites assumed to contain petroleum products.
3	Known	Washington Independent Cleanup Report (WA ICR)	Since not confirmed as totally cleaned, assumes cleanup not 100% effective.
4	Potential	Septic Systems	Nitrates and bacterial contamination are assumed to be health risks, along with potential chemical hazards, but it is not known what the likelihood is for sites to contaminate the wells.
5	Potential	Resource Conservation and Recovery Act Sites (RCRA)	It is assumed that hazardous chemicals may be stored on site, but contamination has not necessarily occurred. FINDS sites are included with this category.
6	Potential	Underground Storage Tanks (UST)	It is assumed that petroleum products are stored in underground storage tanks on site, but contamination is not imminent.
7	Potential	Accidental Spills	This category includes highways and railroad tracks that pass through the WHPA. The risk is based on the possibility of hazardous material spill (e.g., gasoline).
8	Potential	Pesticide Application	Pesticide use appears to be concentrated along transportation corridors and power lines.
9	Potential	Storm Water	This category includes the potential release of lead, petroleum products, and/or solvents.
10	Potential	Fertilized Sites	This category is predominantly represented by fertilized lawns and hobby farms.

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Decision Level III – Straight–line Distance from Wells

For potentially hazardous sites with similar characteristics for prioritization decision levels I and II, the straight-line distance from the site to the closest City well was used to further rank the sites. Those sites closest to the wells were given a higher priority.

Decision Level IV–Type of Contaminated Media

If sites were found at the same distance from the wellhead, the type of contaminated media was then taken into account. Sites that appeared to represent a greater risk to the wells were ranked higher.

Land Use

Land use/zoning within the study area includes: single-family residential, moderate-family residential, high-density residential, office residential, neighborhood commercial, light commercial, heavy commercial, downtown, light industrial, heavy industrial, public and quasi-public, and open space (See Figure 4). Since most of these zones share many features and types of uses, many of the potential contaminants will likewise be similar. The large majority will fall into one of the two categories listed below.

Residential Land Use

Most of the residential land use is found throughout the City, with the exception of the Highway 167 and Highway 18 corridors, which are mostly commercial and industrial. The majority of residential land use within the City is categorized as single-family. Potential contaminant sources related to low-to-medium density residential land use include: nitrate loading from and disposal of chemicals through septic systems (in areas without sewers), small livestock operations, fertilizer and pesticide applications, and leaking sewer mains.

Commercial and Industrial Land Use

A large portion of the commercial and industrial land use is found along the major transportation corridors in the valley, in addition to the downtown area of Auburn. The most likely contaminants related to either commercial or industrial land use include, but are not limited to, petroleum hydrocarbons and metals. These potential contaminants are generally due to the presence, historical or current, of heating oil and petroleum based fuel in underground storage tanks (USTs). Additional potential contaminants could also be associated with the presence of auto, aviation, and rail facilities in this area.

Petroleum hydrocarbons can become a serious concern for wellhead protection in commercial and industrial areas. There are numerous potential sources for petroleum hydrocarbons within the WHPA. These include gasoline stations, industrial and commercial operations that fuel and maintain equipment and vehicles, home/commercial heating oil tanks, and bulk transport of such fuels. Petroleum hydrocarbons are typically stored in USTs in volumes ranging from hundreds of gallons (residential use) to thousands of gallons per tank (gasoline service stations). Large spills involving petroleum hydrocarbons are a greater risk than small spills (leaks, etc.). The location of Highway 18 within Zone 1A, in addition to the 5- and 10-year time of travel zones, represents a high risk if a large-scale spill were to occur there.

Groundwater contamination from metals is a potential threat at commercial and industrial sites that handle or use materials with significant metallic constituents (paints, waste oil, etc.) and historical pesticide use areas (historical pesticides were typically metal-based compounds).

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Major highways and City arterials represent a potential hazard due to the transportation of hazardous materials (e.g. petroleum products). Figure 4 identifies the two major highways (Highway 167 and Highway 18) as transportation corridors of concern. Also major City arterials should be considered a similar potential hazard.

Of additional concern are the portions of the WHPAs that are not sewered and thus use septic systems for waste disposal. Septic systems are considered to be a potential hazard because they deliver bacteria, nitrate-rich water, and other contaminants (if disposed of improperly into a drain or toilet) directly into the subsurface. This is a particular concern for unsewered industrial and commercial areas where there is the potential for the use (and improper disposal) of numerous hazardous chemicals.

Undeveloped Areas

All of the identified WHPAs are within zoned areas but not all land is developed. Undeveloped areas in the WHPA are expected to have the lowest potential for contamination due to the nature and low impact of activities occurring there.

Exceptions to this low-potential condition are sand and gravel pits located throughout the area. Two large pits are located within the 6-month time of travel zone and Zone 1A. Openwork mining of sand and gravel deposits allows a direct route for potential contaminants to enter the groundwater system. While it is assumed that the pit operates under best-management practices and conforms to all appropriate state regulations, the lack of vegetated cover and continued disturbance of the pit when in operation makes it a potential site for contamination. Contaminates of particular concern associated with sand and gravel pits are petroleum based fuels and hydraulic fluid.

Identified Potential and Confirmed Contaminant Sources

In the federal and state databases reviewed by PI, 352 sites within the WHPP study area were identified as either potential hazards (214) or sites where actual contamination has occurred (113). The hazard sites are mapped on Plates 1-7, and are separated by listing type due to the large number of sites throughout the City. Furthermore, 25 additional potential contaminant sources were identified during this study. These included land use throughout the WHPAs, stormwater and corrosion control facilities, various utilities, and transportation corridors. These sites are listed on Figures 3 and 4, which shows land use and additional hazard sites throughout the WHPAs. Table 5 lists all of the Reported Potential and Confirmed Contamination Sites within the 6-month time of travel zone. The complete hazard inventory list can also be found in Appendix B.

Table 5: Reported Potential and Confirmed Contamination Sites

Overall Ranking	Map Reference No.	Land Use/Site Description	Source List	Hazard Ranking				Plate or Figure
				I	II	III	IV	
1	196	CHURCH OF JESUS CHRIST LDS	CSCSL	1	1			Plate 2
2	539	Unsewered Areas		1	4	0		Figure 3
3	536	Fulmer Field Corrosion Control Facility		1	4	150		Figure 4
4	197	B & G CLEANERS	RCRA CESQG	1	5			Plate 6

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5	540	Light Commercial		1	7	0		Figure 4
6	541	Transportation Corridors		1	7	10		Figure 4
7	542	Gravel Quarries and Mines		1	7	100		Figure 4
8	543	Heavy Commercial		1	7	550		Figure 4
9	544	Downtown		1	7	700		Figure 4
10	545	Public and Quasi-public		1	8	0		Figure 4
11	546	Rural		1	8	800		Figure 4
12	547	Stormwater		1	9			Figure 3
13	548	Sewer Mains		1	10	1		Figure 3
14	549	Single-Family Residential		1	10	50		Figure 4
15	550	High-Density Residential		1	10	100		Figure 4
16	551	Moderate-Density Residential		1	10	101		Figure 4
17	552	Office Residential		1	10	102		Figure 4
18	553	Neighborhood Commercial		1	10	103		Figure 4

* Sites in ALL CAPS are listings from the PI report.

Potential Groundwater Concerns

For wellhead protection planning, it is important to understand the potential sources and types of contamination that threaten the City's WHPAs. It is also important to understand the potential pathways for contaminant migration since these contaminant pathways can increase the vulnerability of an aquifer by decreasing travel time from a contamination source to a wellhead. The following section will briefly summarize the main mechanisms for transport of contaminants to the subsurface.

Discharge onto the ground surface: Direct discharge to the ground surface occurs when a material encounters bare soil. With the help of rainfall infiltration, the materials percolate into the subsurface and, if a sufficient volume of material is released, they eventually reach the water table and migrate downgradient within the shallow aquifer. In large enough quantities, spills can impact the deeper aquifers where the City water supply wells are completed.

Direct discharge to the subsurface: Discharge to the subsurface occurs from septic systems and dry wells. Discharge into the subsurface can be a direct mechanism for entry into aquifer systems. The contaminant has a shorter vertical travel distance (some times none) to reach aquifer systems. Once in the aquifer, the contaminants can disperse throughout the aquifer horizontally and negatively impact water quality.

Abandoned wells: Old, improperly constructed, or improperly abandoned wells² can act as direct conduits for contaminant transport to the aquifer. In such wells, transport can occur between the ground surface and aquifer zones because of a lack of a well seal or inadequately constructed seal.

Stormwater runoff: Rainfall onto the ground either induces infiltration into the subsurface or runoff. The quality of the water which infiltrates or runs off is dependent on the type of land use and the potential presence of contaminants which may be located on the ground surface. Stormwater infiltration issues are similar to those of discharge to the ground surface. Stormwater runoff is considered differently because it runs over the surface of the ground, picking up and dissolving potential contaminants, and may eventually discharge these contaminants to ground water via

² Washington State has standards for construction and abandonment of wells, WAC 173-160.

infiltration from ditches or ponds designed to percolate water into the sub-surface or into surface-water bodies nearby.

The potential concerns due to water infiltration or runoff are diverse and reflect the land use activities in the area of interest. Paved roadways, parking areas, and residential developments can contribute heavy metals and petroleum hydrocarbons which originate primarily from vehicle-related emissions. Industrial and commercial operations commonly process and release a variety of organic pollutants (e.g., solvents, paints, and dry cleaning solutions) as well as petroleum products which are potential hazards to WHPAs.

Management Strategies and Implementation Tasks

The completion of wellhead protection planning provides no safeguards unless effective management strategies are implemented to prevent potential contamination of groundwater sources. The City of Auburn does not own or control all of the land within its WHPA. Maximum effectiveness can be achieved in implementing the WHPP through a cooperative effort between the City, neighboring purveyors, and the state and local agencies, which regulate potentially harmful activities within a WHPA. A key component to its management of the area will be the notification of the existence and extent of the management area to the proper agencies in King County, neighboring communities, and to local residents.

Wellhead Protection Management Strategies

The following sections detail proposed strategies developed to protect the integrity of the City's water sources.

Long-Term Management and Cooperation

This WHP program is designed to be a continuing management activity to meet the City's future planning needs or to adapt to changes in the City's use of the aquifer system. As such, the management strategies and practices outlined within this study provide a general direction, but will periodically need to be refined to fit specific conditions. Additional adaptations may be needed to address future activities and regulations, or changes in current regulations that may affect the WHPA.

Land Management Activities:

The City should encourage owners or agencies responsible for large land parcels and developments to use and monitor best management practices (BMP) for control, reduction, and restriction of potential contaminants into the WHPA.

WHP Land Use Strategies

The City of Auburn has no authority to directly control land use for those areas of the WHPA that are outside the city limits. Therefore, the City must develop a cooperative relationship with those state and local agencies that administer land use programs. At the present time, the best strategy for the City is to seek special designations for the WHPA from pertinent agencies. The City should evaluate and seek the different designations that may be most beneficial.

Possible Special Protection Area Designations:

- A *Special Protection Area* designation under the state ground water quality standards (WAC-173-200),

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- A *Special Use Area* by the Department of Agriculture,
- An *Environmentally Sensitive Area* under various County-level programs

WHP Regulatory Strategies

This WHPP is designed to use the existing statutory rules and regulations to protect groundwater quality. The City, in coordination with state and local agencies having statutory authority in the area, would monitor regulated activities within the WHPA. The following regulatory strategies are recommended.

Well Drilling Inspections inside the WHPA: The City should support the delegation by Ecology of well construction inspection authority to the King and Pierce County Health Departments. Regardless of the responsible agency, the City should encourage more frequent well construction inspection than currently occurs.

Washington State Environmental Policy Act (SEPA)/Hydrogeologic Evaluations: The City should request the King County Department of Assessments (Department of Assessments?, should this be King County Department of Development and Environmental Services and Pierce County Planning and Land Services) to require hydrogeologic evaluations that specifically address impacts to groundwater quality and quantity parameters for any development within the WHPA which requires SEPA action or seeks Determination of Non-Significance (DNS) designation. Additionally, the City should enter into a Memorandum of Understanding (MOU) with PALS seeking City comment on the effects such development will have on the groundwater system. Designation of the area as a Special Protection Area will be the first step toward gaining such an agreement.

Septic Tanks: The City should request King County and Pierce County to require that as-builts, drafted by a septic design professional, of new septic systems be recorded with property deeds. Additionally, the City should support the implementation of laws and regulations requiring proper inspection and maintenance of septic systems. The City currently has an active sewer system throughout the majority of the City, however, septic systems still exist in many areas. In areas that are sewered, septic tanks are not allowed for new construction, as everything must be connected to the sewer.

Planning Strategies

A substantial degree of future protection for the WHPA will be achieved through present-day planning and coordination. In order to accomplish the required level of future protection, the following strategies are recommended.

Sewers: The City, in coordination with the managers of local sewer systems, should develop emergency plans to be implemented in the advent of sewage leaks or spills. The City could encourage the County to require all industrial and commercial facilities within the WHPA to connect to sanitary sewers, if such services are reasonably available.

Storm Water Management: The City should conduct or promote research on the impact of storm water discharge on water quantity and quality. Additionally, the City, in coordination with the responsible agencies, should evaluate the adequacy of stormwater facilities, including proper routing, retention, and detention. A balance must be found that allows optimum recharge of storm water to groundwater systems while adequately protecting the water quality of the aquifers.

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Emergency Response for Transportation Corridors: The City should notify the appropriate emergency response organizations of the location of the WHPA and establish formal communication protocols with the first-response emergency units. This should be especially focused along major transportation corridors within the 6-month and 1-year time of travel zones, and Zone 1A.

Petroleum Pipelines: The City should document the location and use of petroleum pipelines and establish emergency response plans for pipeline failure. These efforts should be coordinated with the pipeline companies and the federal, state, and county agencies responsible for emergency, petroleum-product spill response.

Hazardous Material Transport: The City should investigate the feasibility of re-routing the transport of hazardous materials away from the WHPA one-year time of travel zone and Zone 1A. This option may necessarily have to exclude Highway 18 and SR 164 (Auburn Way South), since they represent major regional transportation routes. While Highway 18 does not travel directly through the 6-month or 1-year time of travel zones, it does pass through Zone 1A, an area with no confining layer above the main aquifer utilized by the City. A stronger emphasis on emergency response for this area could be an alternative to the rerouting of hazardous material transportation.

Data Management Strategies

One of the principal goals of the WHPP is the development of a data collection network and analysis plan capable of providing the City with advance warning of contamination to the City's water supply. The following data management strategies seek to establish and maintain scientific data upon which future WHPP actions can be based.

Groundwater Monitoring Plan

The City should actively participate in the collection and analysis of regional and local groundwater information. The development of a proper groundwater-monitoring plan will be crucial to the City's capability to protect their water sources. This can be accomplished in cooperation with the Regional Water Associations of South King County, Seattle-King County Health Department, Health, Department of Natural Resources (DNR), Ecology, and other entities seeking to monitor the groundwater resources of the region.

Abandoned Well Inventory: The City should locate and inventory decommissioned, abandoned, and unused wells. Owners of these wells could be notified of the potential liability such wells cause and be educated on the benefits of well decommissioning.

Herbicide and Pesticide Survey: The City should inventory and monitor major herbicide and pesticide use within the WHPA. This inventory may be used to guide future groundwater monitoring and WHP-related education programs. In addition, the City could encourage county, state, and private land managers to use vegetation management practices that protect groundwater quality.

Underground Storage Tanks Inventory: The City should inventory and locate underground storage tanks. Besides those presently identified by the current hazard inventory, this inventory should include new tanks placed after the hazard inventory was finished, and residential home heating-oil USTS/and or other tanks that were not previously identified.

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Drywell Monitoring: The City should encourage stormwater management agencies to develop an evaluation and monitoring plan for drywells within the WHPA.

Education Strategies

Education of the public and industrial/commercial occupants of the WHPA concerning groundwater protection is a critical portion of the WHPP. Through proper education, the degree and potential for future contamination can be greatly reduced; therefore, the following recommendations are made.

If not already begun, the City should begin groundwater educational programs to educate the WHPA residents, particularly on groundwater quality issues. The WHPA could be targeted for distribution of literature regarding septic tank maintenance, fuel oil storage tank maintenance and abandonment, residential use of herbicides and pesticides, and hazardous material use, disposal and storage. TPCHD maintains a cooperative program to assist water purveyors in Pierce County with their WHPPs. This includes educational materials that will support this process.

In addition to City-run programs, the City should participate in and support small-quantity waste disposal programs and actively work with state and local government in developing and creating public education programs concerning ground water.

Wellhead Protection Implementation Tasks

In order to accomplish the protection of the WHPA, it is recommended that the City adopt the WHP Implementation Tasks listed below. These tasks have been ordered in their recommended priority of implementation. The City may institute all or a portion of these tasks, depending upon available funding, time, or other concerns.

Task 1: Include the City's Emergency Management Department (or its equivalent) in the WHP planning process. This group will:

- Promote adoption of the WHPA into the Comprehensive Plans of King County and Pierce County (The emergency management department will do this??)
- Focus the applicable state and local programs to the area
- Review management strategies
- Incorporate new data
- Evaluate new requirements
- Evaluate new approaches to WHP

Task 2: Establish formal communication with first responders.

Task 3: The City should also notify the Health and Planning/Land-Use departments of King County, Pierce County and the State of the existence of the City's WHPAs. The City should request that:

- 1) The (State) health department assist small water systems with wellhead protection by initiating a small system WHP Coordination Program, and
- 2) County planning departments consider the WHPA in their designations of critical areas regulations, susceptibility mapping, and development permitting.

The City should provide susceptibility data to King County and Pierce County to update their maps.

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Task 4: Consider seeking designation of the WHPA as a special protection area. As mentioned previously, there are numerous special designations the City may wish to seek in order to protect the WHPA. The City should evaluate the protection offered by these designations and seek those most appropriate for the WHPA.

Task 5: It is recommended that the City seek to create awareness of the wellhead protection area by posting metal "WATER SUPPLY PROTECTION AREA" signs at the borders of the WHPA.

Task 6: Communicate the location of the WHPA, explain basic WHP concepts, and address specific WHP concerns to industrial/commercial site owners and local gravel mine owners.

Task 7: Increase public awareness of homeowners who are connected to the City's water system through notification letters to customers within the WHPA. This notification letter should be given to homeowners either at the time of service hookup or as part of property escrow.

The City should deliver a copy of the wellhead protection plan to the King County and Pierce County library systems. This will allow interested residents to learn more about the wellhead protection program of the water system.

In addition, inform local residents of the WHPA through a press release sent to Auburn Reporter, Tacoma News Tribune, Seattle Times and the Seattle Post Intelligencer for publication in the local or "Your Town" sections of each paper.

Task 8: Initiate coordination with King County and Pierce County to require engineering as-builts of new septic systems be recorded with property deeds. These as-builts should be drawn and submitted by septic tank designers who are registered professional designers licensed by Washington State. Support the implementation of state laws and regulations regarding septic system inspection and maintenance programs. Participate in public education programs to notify public concerning the impact of septic systems on the WHPA. Promote and coordinate public education programs concerning proper septic tank maintenance and proper hazardous waste disposal.

Task 9: Review routine leak detection procedures for sewer lines. Request utilities use "leakproof" piping for new sewer construction and replace older lines. There are currently multiple sewer force mains located throughout the City. The City currently has contingency plans in place for pump and line failure, however, the City should develop an emergency response procedure for sewer force main breaks within the 1-year travel zone of the WHPA.

Task 10: Document the location and use of petroleum pipelines and develop appropriate emergency procedures.

Task 11: Participate in a regional groundwater data development and management program. This would be a cooperative effort with neighboring water purveyors and any state or county agency efforts to monitor groundwater trends. Sharing of monitoring data across the various groups will help assure that an adequate regional database is developed. If a program does not exist, the City should consider initiating one and inviting other regional users to participate.

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Task 12: Encourage King and Pierce Counties to maintain their delegated authority of well drilling inspection. Coordinate with this program to gain advance notice of drilling in or near the City's WHPAs.

Task 13: Assure that the hydrogeologic impact of surface development is adequately evaluated during the SEPA process.

Task 14: Document the type and amount of herbicide and pesticide application. This activity should focus upon transportation corridors and recreation parcels. Data collected should be used to guide which water quality analyses are to be performed as monitoring progresses.

Task 15: Annually review the CSCSL, LUST and other significant environmental database listings within the WHPA. Also, the City could monitor Ecology's progress in the cleanup of contaminated sites within the WHPA and encourage Ecology and county inspection of RCRA hazardous waste generator facilities.

Task 16: Review the annual Superfund Amendments and Re-authorization Act (SARA) Title III reports in order to document and inventory the chemicals used in the WHPA. This review could be used to guide groundwater monitoring and WHP-related education programs.

Task 17: Promote and coordinate public education programs regarding household hazardous materials use, storage and disposal with county and local hazardous waste management programs.

Task 18: The City should develop data on the number and size of exempt underground tanks within the one-year WHPA. Also, the City should promote and coordinate public education programs concerning underground tank hazards, leak detection methods, and proper removal and closure procedures. These programs should target owners of exempt underground tanks.

Task 19: Seek to have Ecology prioritize the investigation of contaminated and potentially contaminated sites within the WHPA. This could assure that those areas with existing contamination within the WHPA and any subsequent contamination events are given highest priority in relation to the amount and type of contamination in clean-up activities and budgets.

Task 20: Encourage development and use of best management practices. This effort should focus upon large land units including residential developments, schools, golf courses, parks, gravel mining operations, and forest parcels.

Task 21: Request County, State, and private landowners to utilize vegetation management practices to protect water quality.

Task 22: Encourage thorough analysis of groundwater impacts for siting, operation and reclamation of gravel quarries and mines. Seek to have the proper agencies require mine operators to install monitoring wells. These wells should be capable of monitoring for potential impacts from site operations for mines within and adjacent to the WHPA. Seek to have the owners document the use of hazardous materials in mining activities within and near the WHPA.

Task 23: The City should inventory abandoned or unused wells in the six-month, one- and five-year time of travel zones. The owners of these wells should be informed about proper well decommissioning procedures.

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Task 24: The City could seek to have appropriate agencies require sewer hook-up for all industrial-commercial facilities within the WHPA if sewer service is reasonably available.

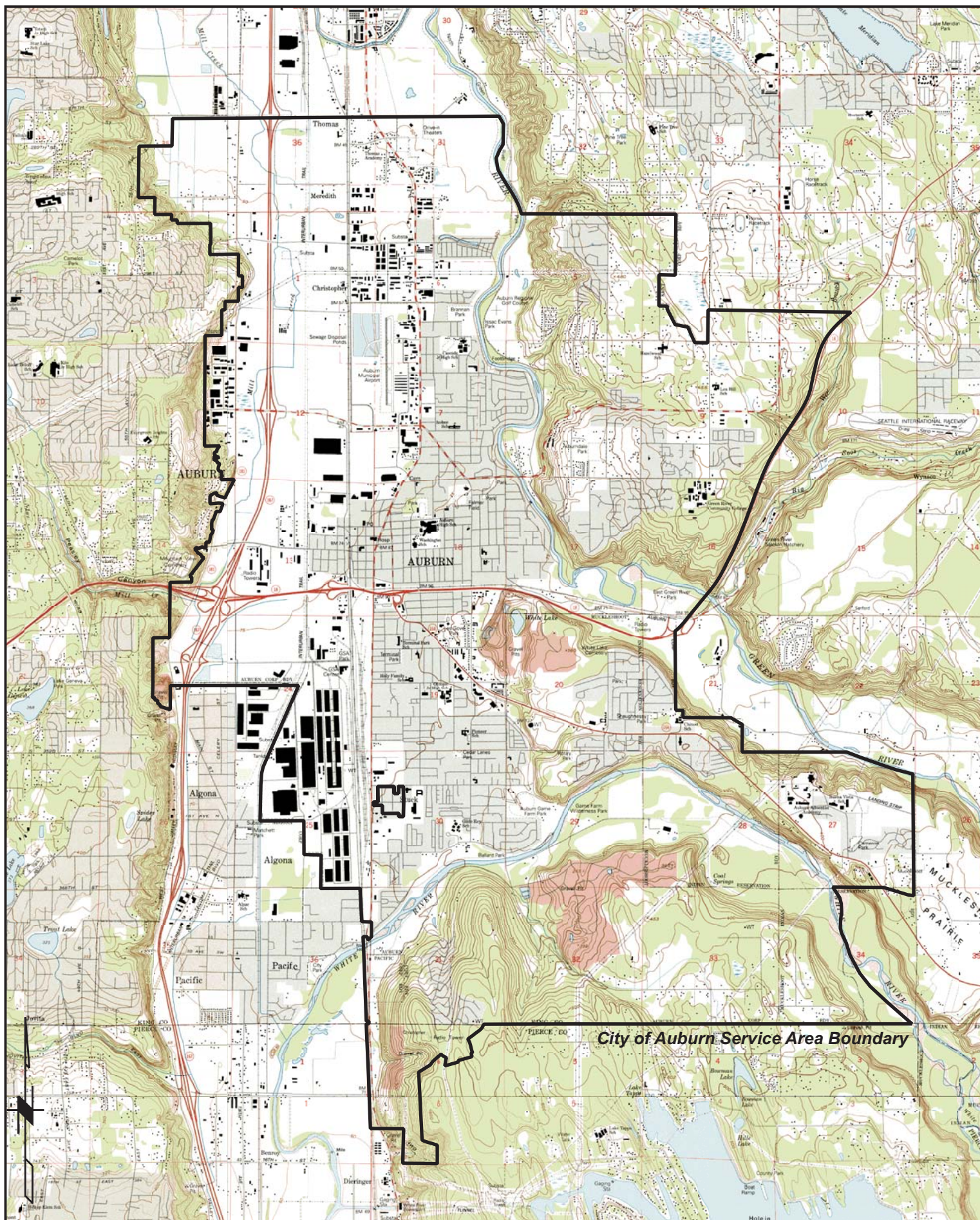
Task 25: Investigate the need for re-routing transport of hazardous materials through the WHPA.

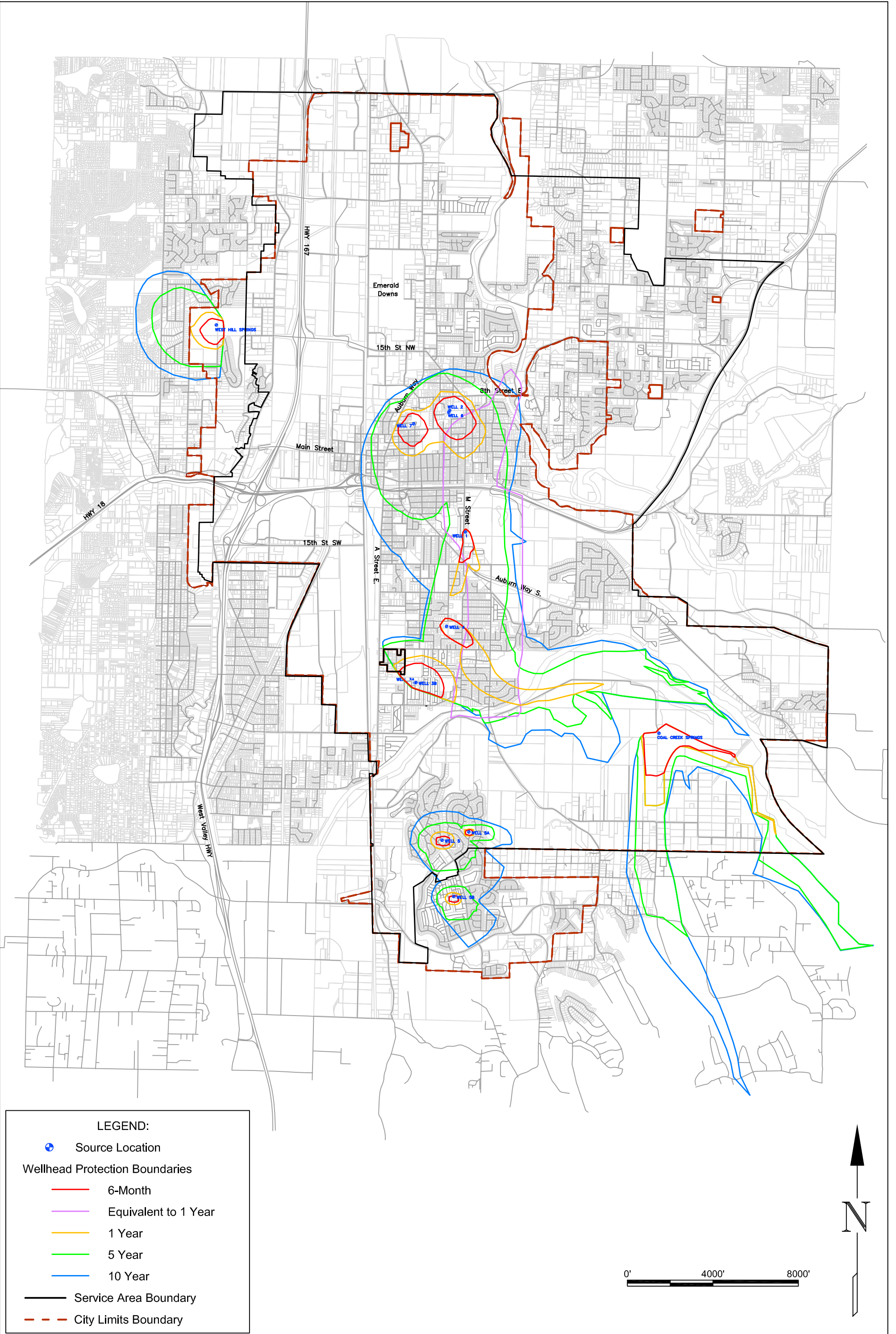
Task 26: Work with responsible parties to assess adequacy of stormwater systems. This task should evaluate the existing stormwater detention facilities, establish priority for stormwater upgrades, and seek maximum infiltration of storm water where possible. An evaluation of local stormwater detention, retention, and routing priorities should likewise be considered. Promote research on the impacts of stormwater discharge from residential areas. Encourage the periodic monitoring of drywells. Review water quality data generated under general National Pollutant Discharge Elimination System (NPDES) Storm Water Permit.

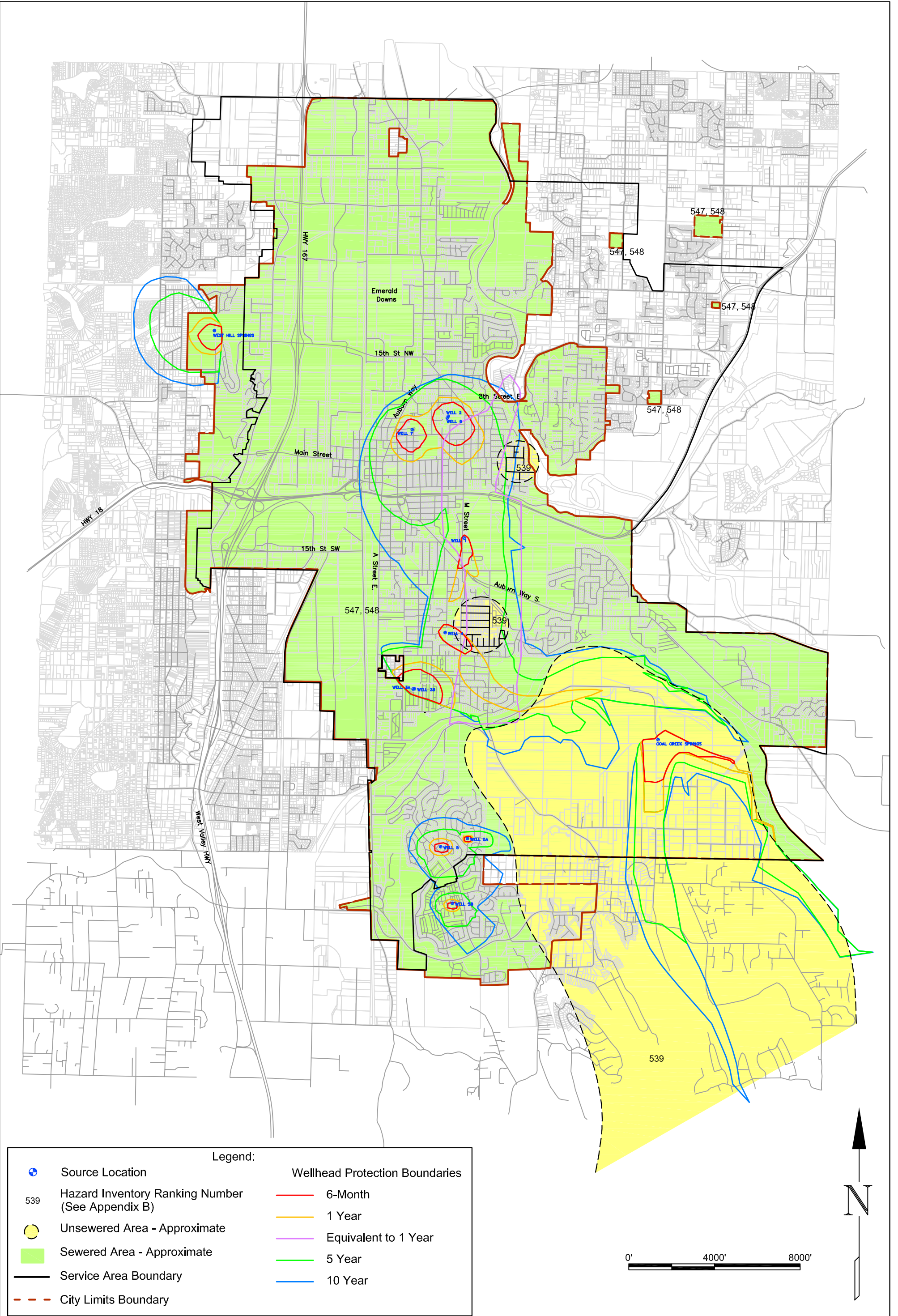
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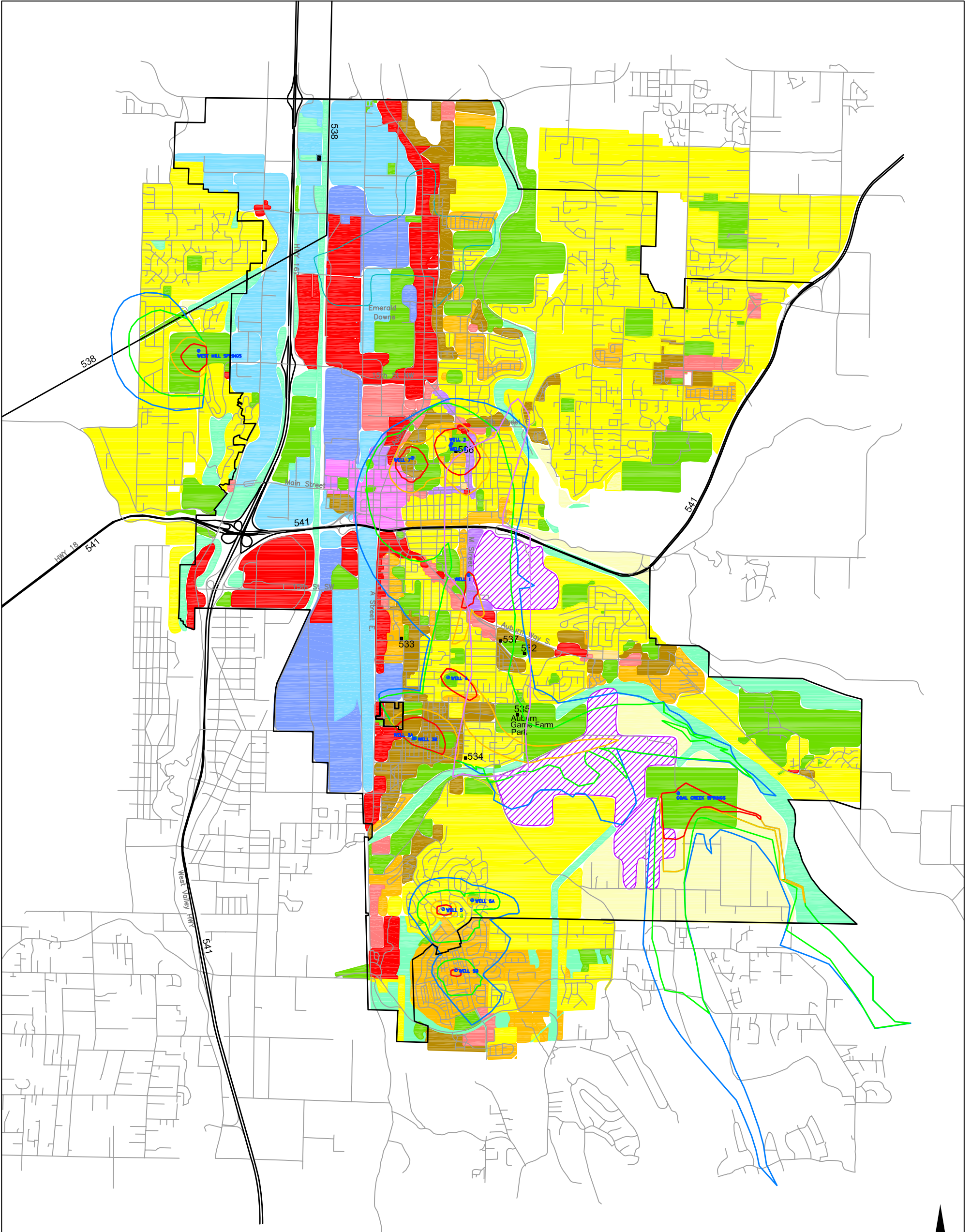
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The statements, conclusions, and recommendations provided in this report are to be exclusively used within the context of this document. They are based upon generally accepted hydrogeologic and environmental practices and are the result of analysis by Robinson, Noble & Saltbush, Inc. staff. This report, and any attachments to it, is for the exclusive use of the City of Auburn. Unless specifically stated in the document, no warranty, expressed or implied, is made.









Legend:

Land Use Areas - Ranking (See Appendix B)

540	Light Commercial	551	Moderate Density Residential
542	Gravel Quarries/Mines	552	Office Residential
543	Heavy Commercial	553	Neighborhood Commercial
544	Downtown	554	Open Space
545	Public and Quasi-public	555	Heavy Industrial
546	Rural	556	Light Industrial
549	Single-family Residential		
550	High Density residential		

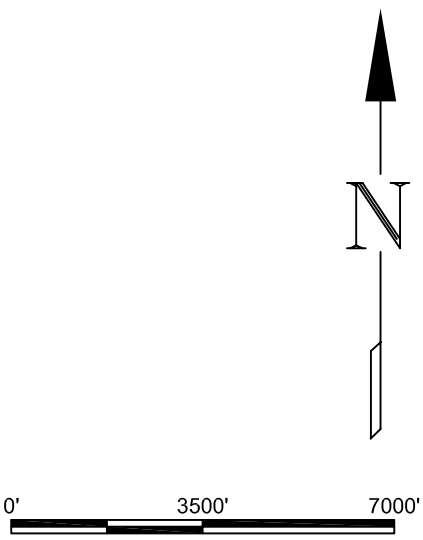
Source Location

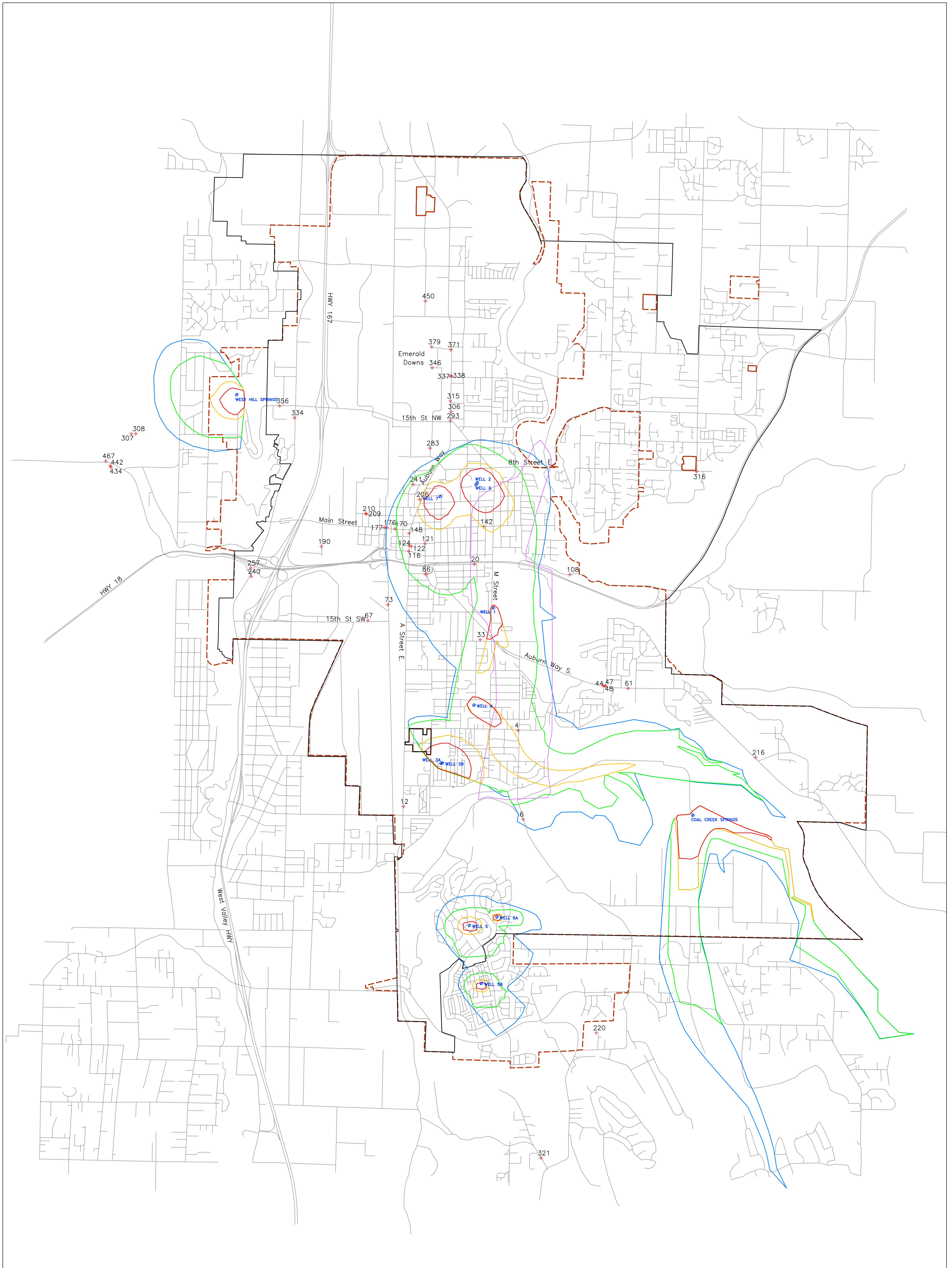
Service Area Boundary

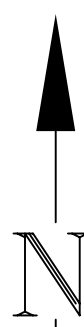
Wellhead Protection Boundaries

- 6-Month
- Equivalent to 1 Year
- 1 Year
- 5 Year
- 10 Year

Additional Hazard Site





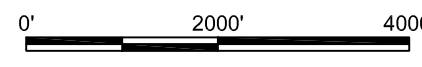
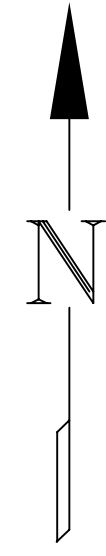
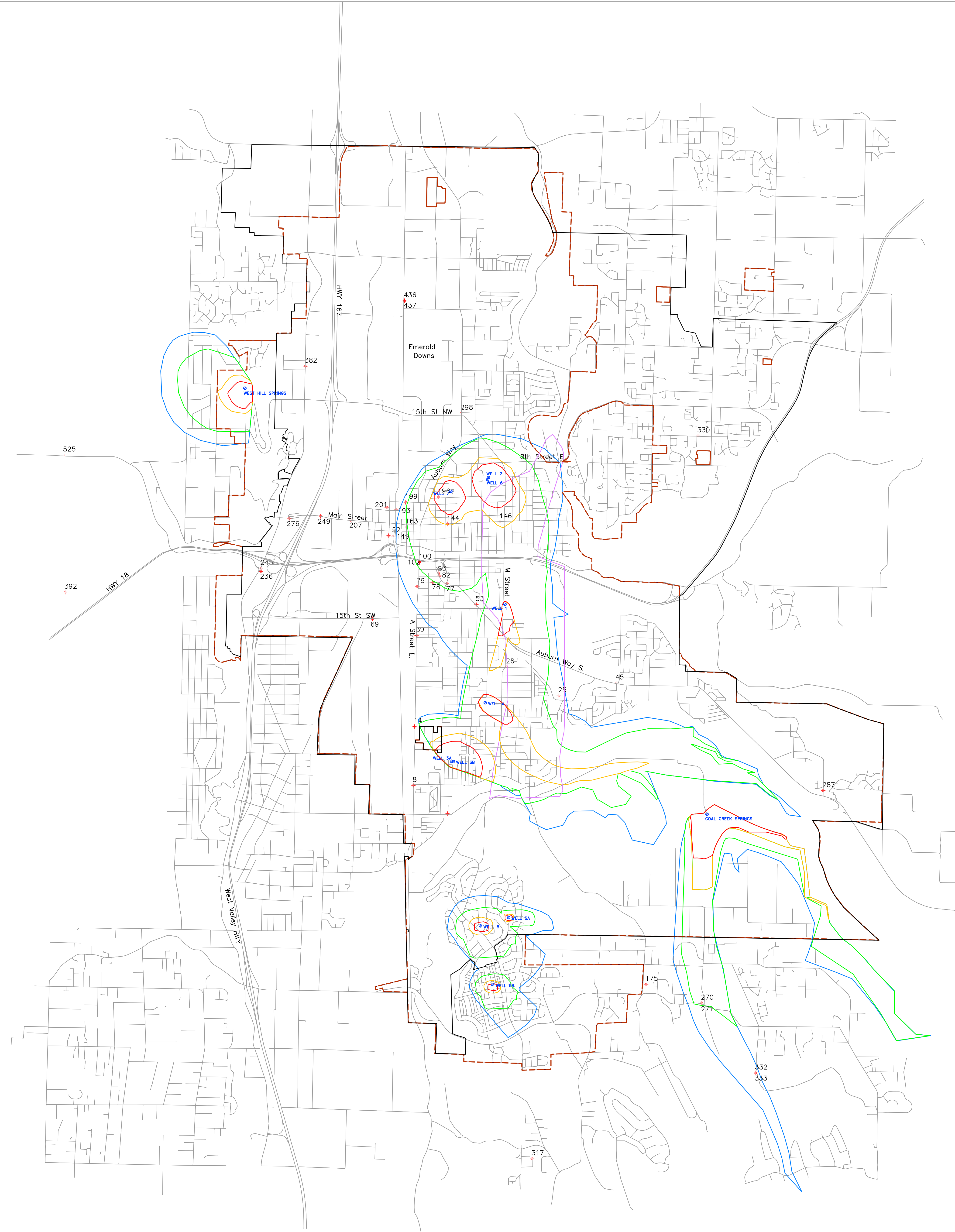


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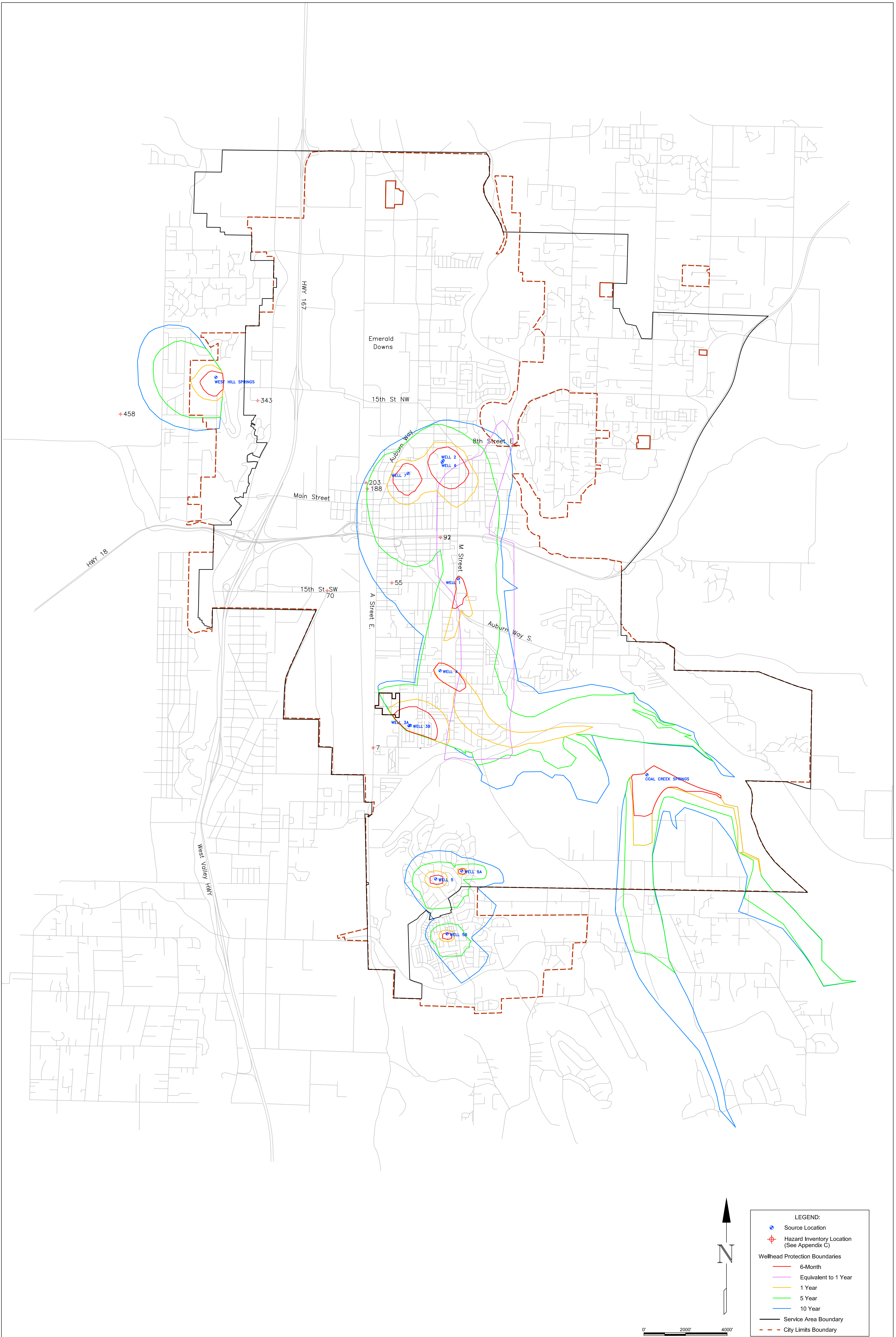
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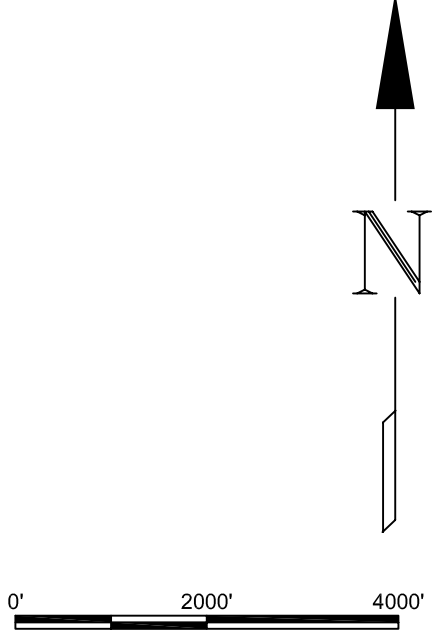
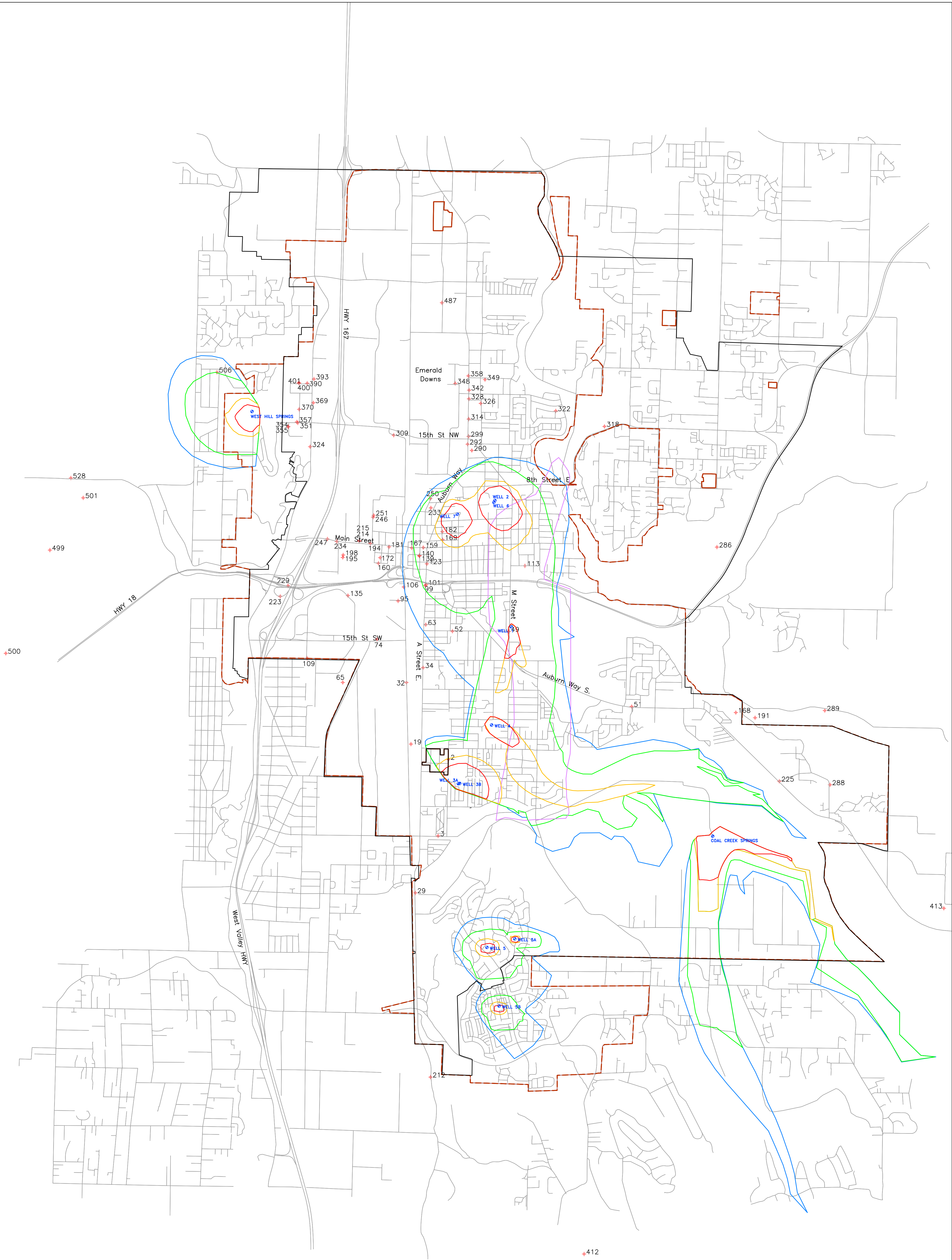
- Source Location
- Hazard Inventory Location (See Appendix C)
- Wellhead Protection Boundaries
 - 6-Month
 - Equivalent to 1 Year
 - 1 Year
 - 5 Year
 - 10 Year
- Service Area Boundary
- City Limits Boundary

0' 2000' 4000'



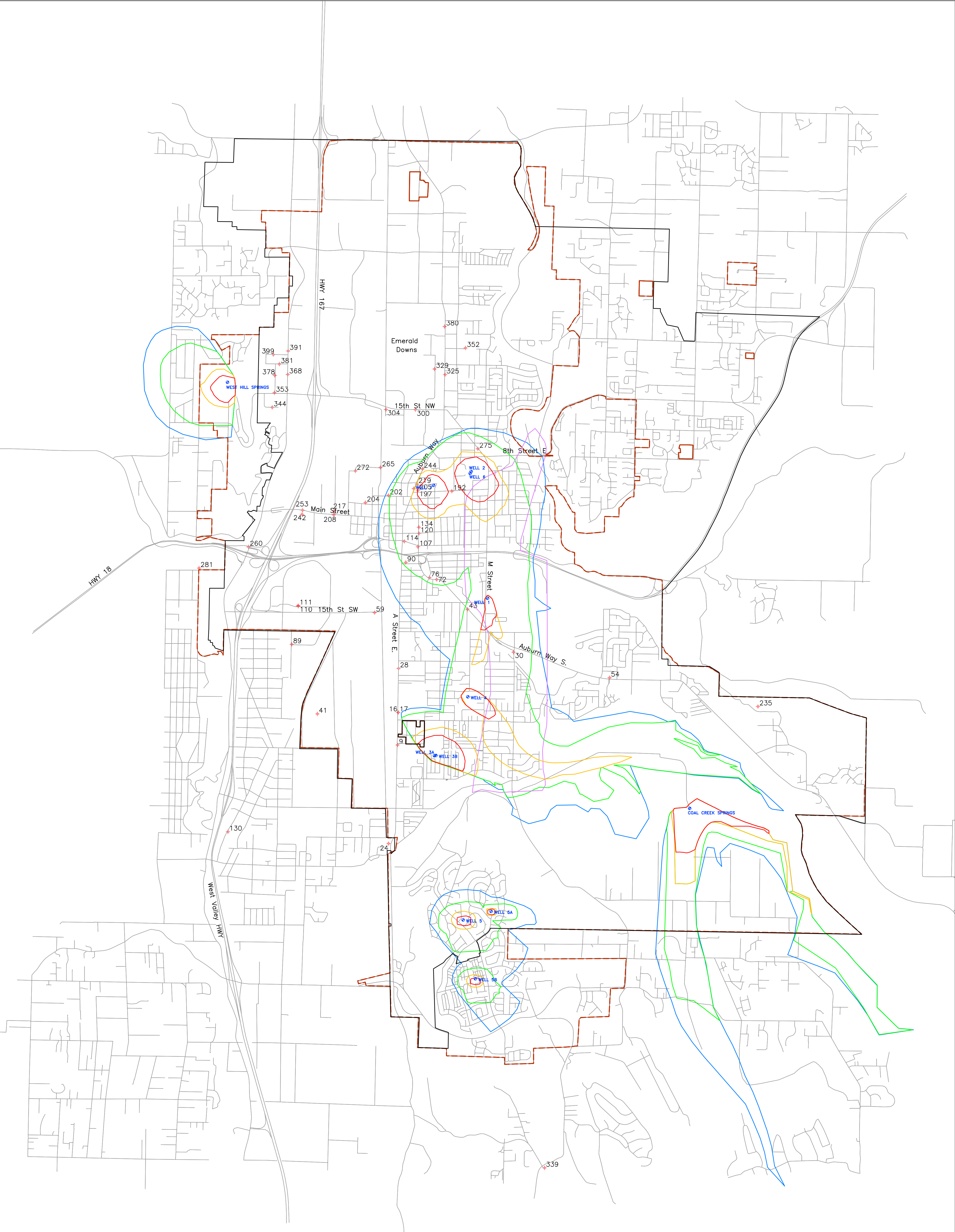
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	Hazard Inventory Location (See Appendix C)
Wellhead Protection Boundaries	
	6-Month
	Equivalent to 1 Year
	1 Year
	5 Year
	10 Year
	Service Area Boundary
	City Limits Boundary






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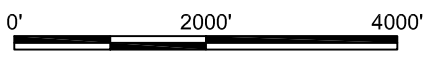
- Source Location
- Hazard Inventory Location (See Appendix C)
- Wellhead Protection Boundaries
 - 6-Month
 - Equivalent to 1 Year
 - 1 Year
 - 5 Year
 - 10 Year
- Service Area Boundary
- City Limits Boundary





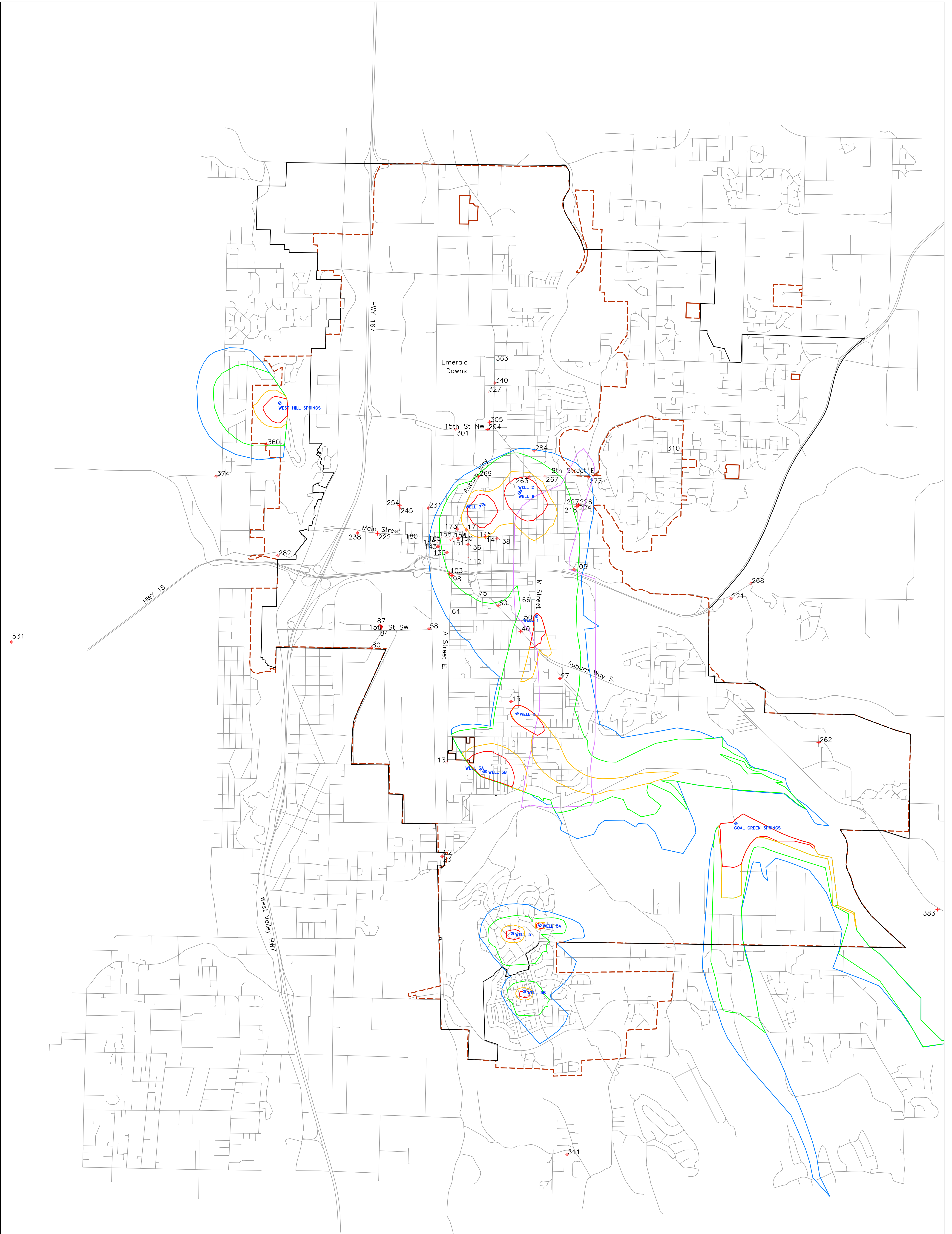
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0' 2000' 4000'



LEGEND:

- Source Location
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LEGEND:

- Source Location
- Hazard Inventory Location (See Appendix C)

Wellhead Protection Boundaries

- 6-Month
- Equivalent to 1 Year
- 1 Year
- 5 Year
- 10 Year

Service Area Boundary

City Limits Boundary

PI REPORT SEARCH MAPS



PARCEL INSIGHT

I N C O R P O R A T E D

Parcel Insight Radius Map Report

Report ID: 292

Date: 1/7/2008

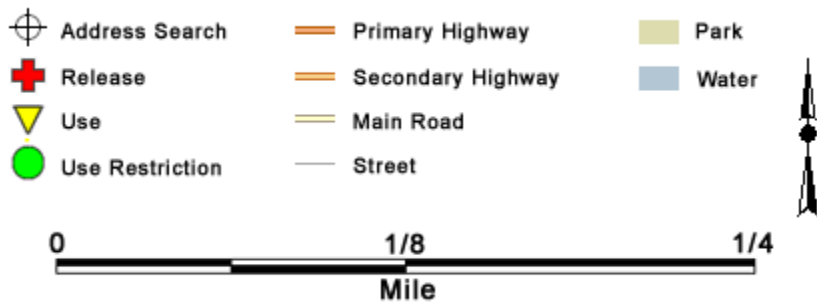
Auburn WHP Update

*3600 I ST SE
AUBURN, WA 98002*

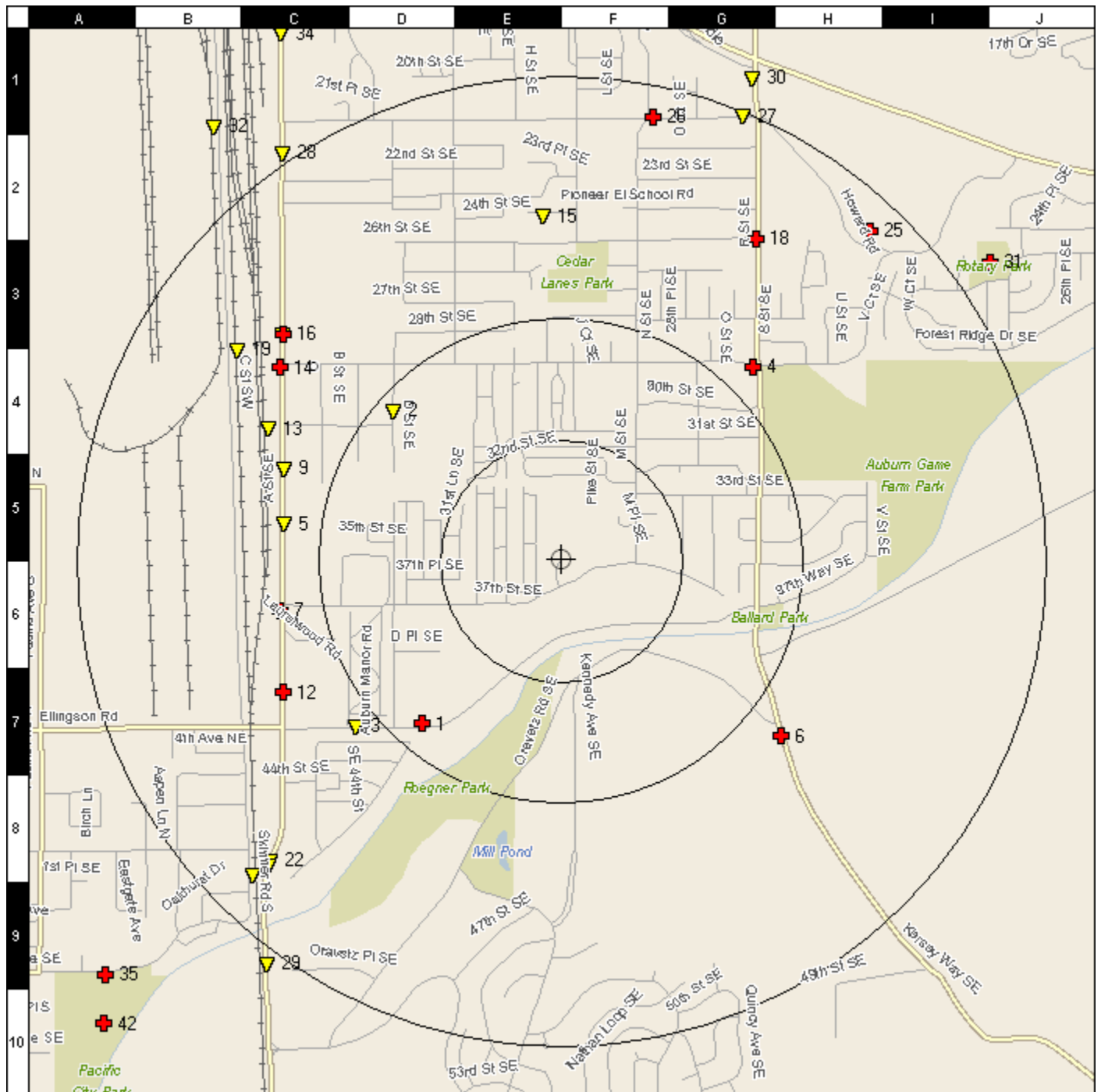
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<i>Non-Exact Match Map</i>	<i>3</i>
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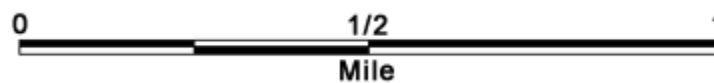
1/4 Mile Detail Map



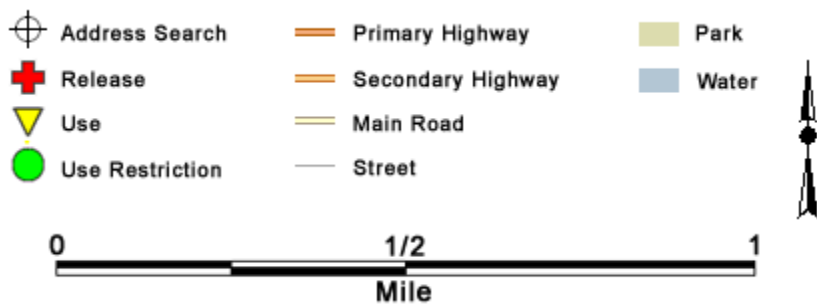
Overview Map



- | | | | | | |
|--|-----------------|--|-------------------|--|-------|
| | Address Search | | Primary Highway | | Park |
| | Release | | Secondary Highway | | Water |
| | Use | | Main Road | | |
| | Use Restriction | | Street | | |



Non-Exact Match Map



HAZARD INVENTORY LIST BY RANKING ORDER

Appendix B: Hazard Inventory List

Overall Ranking	Map Reference No.	Land Use/Site Description	Source List	Hazard Ranking				Plate #
				I	II	III	IV	
1	196	CHURCH OF IESUS CHRIST LDS	CSCSL	1	1			2
2	539	Unsewered Areas		1	4	0		Figure 3
3	536	Fulmer Field Corrosion Control Facility		1	4	150		Figure 4
4	197	B & G CLEANERS	RCRA CESQG	1	5			6
5	540	Light Commercial		1	7	0		Figure 4
6	541	Transportation Corridors		1	7	10		Figure 4
7	542	Gravel Quarries and Mines		1	7	100		Figure 4
8	543	Heavy Commercial		1	7	550		Figure 4
9	544	Downtown		1	7	700		Figure 4
10	545	Public and Quasi-public		1	8	0		Figure 4
11	546	Rural		1	8	800		Figure 4
12	547	Stormwater		1	9			Figure 4
13	548	Sewer Mains		1	10	1		Figure 4
14	549	Single-Family Residential		1	10	50		Figure 4
15	550	High-Density Residential		1	10	100		Figure 4
16	551	Moderate-Density Residential		1	10	101		Figure 4
17	552	Office Residential		1	10	102		Figure 4
18	553	Neighborhood Commercial		1	10	103		Figure 4
19	93	CITY OF AUBURN (CRITES-HUFF PROPERTY)	USE RESTRICTION, BROWNFIELDS	1.5	1	1025	1	3
20	94	DELTA TRAIN CORP.	USE RESTRICTION, BROWNFIELDS	1.5	1	1025	2	3
21	91	KING CO-FEDERAL WAY LDFL (CLOSED)	CERCLIS NFRAP	1.5	1	1075	1	4
22	92	BAHNMILLER AUTOBODY WORKSHOP	CERCLIS NFRAP	1.5	1	1075	2	4
23	26	CANHAM PROPERTY	CSCSL	1.5	1	1350		2
24	146	ARCO 6120	CSCSL NFA, UST, RCRA ND	1.5	1.5	925		2
25	25	AUBURN SHOPPING CENTER	CSCSL NFA	1.5	1.5	2325		2
26	142	AUBURN CITY IMPORTS	LUST, UST, RCRA ND	1.5	2	900		1
27	4	WA PARKS PUGET SOUND REGION HQ	LUST, UST, RCRA ND	1.5	2	2750		1
28	20	YELLOW TRANSPORTATION	HMIRS	1.5	3	1025	1	1
29	21	RELEASE	ERNS	1.5	3	1025	2	1
30	18	AUBURN (M&R STREET)	SWLF KING	1.5	3	2100		3
31	534	37th Street SE Stormwater Facility		1.5	4	2200		Figure 4
32	537	Howard Road Corrosion Control Facility		1.5	4	2800		Figure 4
33	532	Riverwalk Regional Storm Facility		1.5	4	3300		Figure 4
34	49	PCL CONSTRUCTION SERVICES INC	RCRA ND	1.5	5	50		5
35	36	RITE AID 5172	RCRA SQG	1.5	5	575		3
36	30	MIKES HONDA PARTS INC	RCRA CESQG	1.5	5	1275		6
37	113	1342 SE 3RD ST AUBURN	RCRA ND	1.5	5	1350		5
38	50	AUBURN VALLEY YMCA	UST	1.5	6	225		7
39	66	GREEN RIVER HOMES	UST	1.5	6	350		7
40	27	7 ELEVEN STORE 230314481L	UST	1.5	6	1200		7
41	218	CORLISS REDI MIX INC	UST	1.5	6	1275		7
42	227	FRITO LAY SALES DIST CENTER UST 10545	UST	1.5	6	1299		7
43	105	ART FETTER LOGGING CO INC	UST	1.5	6	1300		7
44	224	DASCOMP INC	UST	1.5	6	1301		7
45	226	WR GRACE & CO CONST PROD DIV	UST	1.5	6	1302		7
46	277	LEA HILL PUMP STATION	UST	1.5	6	1510		7
47	535	Game Farm Park		1.5	8	2500		Figure 4
48	554	Open Space		1.5	15			Figure 4
49	144	HOLIDAY CLEANERS	CSCSL, RCRA CESQG	2	1			2
50	219	SCARFF FORD ISUZU	RCRA CESQG, UST	2	5	300		6
51	192	AUBURN SCHOOL DIST 408 AUBURN HS	RCRA CESQG, UST	2	5	350		6
52	205	GOODYEAR GEMINI AUTO SERVICE	RCRA CESQG, UST	2	5	375		6
53	182	GOSNEY MOTOR PARTS INC	RCRA ND	2	5	450		5
54	2	ROHR INC	RCRA LQG, UST	2	5	510		5
55	169	VICS RADIATOR AUBURN	RCRA ND	2	5	600		5
56	263	GREEN RIVER AUTOMOTIVE	UST	2	6	300		7
57	171	PHILLIPS 66 COMPANY SS070816	UST	2	6	625		7
58	141	EAST MAIN SHORT STOP	UST	2	6	650		7
59	145	AUBURN TIRE CENTER FORMER	UST	2	6	675		7
60	188	AUBURN INK SITE	CERCLIS NFRAP	3	1	975		4
61	100	AUBURN AUTO WRECKING FORMER	CSCSL	3	1	1450		2
62	102	ELECTROFINISHING CO	CSCSL, CSCSL HSL, RCRA ND	3	1	1451		2
63	77	BROWN BEAR CAR WASH 5473	CSCSL NFA, LUST, UST	3	1.5	1300		2
64	82	AUBURN ABANDONED FIRE STA	CSCSL NFA, LUST, UST	3	1.5	1525		2
65	83	AUBURN CITY MAINTENANCE FACILITY	CSCSL NFA	3	1.5	1575		2
66	270	LAKE TAPPS GROCERY	CSCSL NFA, UST	3	1.5	3200		2
67	271	LAKE TAPPS GROCERY	CSCSL NFA, UST	3	1.5	3201		2
68	206	JACKPOT FOOD MART 309	LUST, UST	3	2	400		1
69	241	AUBURN PRINT33 LS051 3RDSUB MP	LUST, UST	3	2	600		1
70	33	BP SERVICE STATION 11065	LUST, UST, RCRA CESQG	3	2	700		1
71	148	PACIFIC FIRST FACILITY	LUST, UST	3	2	1025		1
72	121	SHELL STATION 120849	LUST, UST, RCRA ND	3	2	1050		1
73	122	CHEVRON USA A ST AUBURN	LUST, UST, RCRA ND	3	2	1225		1
74	124	A STREET AUTOMOTIVE	LUST, UST, RCRA ND	3	2	1250		1
75	116	SHELL STATION ALS SHELL	LUST, UST	3	2	1375		1
76	86	CONOCOPHILLIPS SITE 2705928	LUST, UST, RCRA ND	3	2	1650		1
77	244	AUBURN FOREIGN CAR INC	RCRA CESQG	3	5	375		6
78	275	AUBURN ONE HOUR CLEANERS	RCRA CESQG	3	5	450	1	6
79	43	AUBURN MUFFLER & BRAKE INC	RCRA CESQG	3	5	450	2	6
80	233	MIL LOR CO INC	RCRA ND	3	5	525		5
81	250	MOHAWK NORTHERN PLASTICS INC	RCRA LQG	3	5	625		5
82	138	NORAL PRECISION	UST, RCRA ND	3	5	750		7
83	134	FRONTIER CLEANERS	RCRA CESQG	3	5	925		6
84	159	W MAIN ST AUBURN	RCRA ND	3	5	1000		5
85	120	TEXACO STATION 632320508	RCRA CESQG, UST	3	5	1050		6
86	72	U HAUL CO OF AUBURN	RCRA CESQG, UST	3	5	1150		6
87	506	FEDERAL WAY WATER DIST 305TH S	RCRA LQG	3	5	1200	1	5
88	140	BILLS REPAIR 132ND	RCRA ND	3	5	1200	2	5
89	139	DALES AUTOBODY	RCRA ND	3	5	1200	3	5
90	123	SCHUCKS AUTO SUPPLY 4204	RCRA ND	3	5	1225		5
91	76	CAR WASH ENTERPRISES CWE	RCRA CESQG	3	5	1300	1	6
92	133	QWEST COMMUNICATIONS W00015	UST, RCRA ND	3	5	1300	2	7
93	107	UNOCAL SS NO 5377	RCRA CESQG, UST	3	5	1325		6
94	114	AUBURN SUNSHINE CTR CLEANERS	RCRA CESQG	3	5	1350		6
95	101	ARD LLC	RCRA ND	3	5	1650		5
96	99	PUGET SOUND RECYCLING	RCRA ND	3	5	1700		5
97	90	BNSF RAILWAY COMPANY AUBURN1	RCRA CESQG	3	5	1750		6
98	15	SITE SE12 BOTHELL	UST	3	6	200		7
99	40	ROGERS FURNITURE	UST	3	6	425		7
100	269	FRED MEYER FUEL	UST	3	6	590		7
101	267	7 ELEVEN FOOD STORE 230320249	UST	3	6	600		7
102	173	LYLE & LOUISE SCHNEIDER	UST	3	6	725		7
103	360	AT&T WIRELESS AUBURN 2	UST	3	6	800		7
104	150	WEST MAIN SHORT STOP	UST	3	6	890		7
105	136	SAFEWAY FUEL CTR 531	UST	3	6	900		7
106	153	VENTURE CONSTRUCTION INC	UST	3	6	950	1	7
107	154	PALMER G LEWIS CO INC	UST	3	6	950	2	7
108	151	DISTRICT OFFICE REDONDO	UST	3	6	1000		7
109	158	CAVANAUGH ACE HARDWARE	UST	3	6	1025		7
110	165	AUBURN CITY PARKS	UST	3	6	1125		7
111	112	Q LUBE 1540	UST	3	6	1200		7
112	75	7 ELEVEN STORE 230325087J	UST	3	6	1350		7
113	103	BURLINGTON NORTHERN RAILROAD UST 10211	UST	3	6	1675		7
114	98	QUICK STUFF 7758	UST	3	6	1700		7
115	555	Heavy Industrial		3	7	1800		Figure 4
116	538	BP Olympic Liquid Gas Pipeline	Liquid Gas	3	7	2000		Figure 4
117	556	Light Industrial		3	7	3000		Figure 4
118	203	GROW GROUP INC	CERCLIS NFRAP	4	1	950		4
119	199	UNOCAL BULK PLANT 0028	CSCSL, LUST, UST, RCRA CE	4	1	975		2
120	163	WICKHAM & SONS	CSCSL, LUST, UST, RCRA ND	4	1	1200		2
121	127	CRITES AUTO REBUILD (CITY OF AUBURN)	USE RESTRICTION, BROWNFIELDS	4	1	1450		3
122	55	HARTUNG PROPERTIES	CERCLIS NFRAP	4	1	1525		4
123	78	CENEX HARVEST STATES AUBURN	CSCSL, CSCSL HSL, LUST, UST, DECISIONS, RCRA ND	4	1	1600		2

124	79	BURLINGTON NORTHERN RR AUBURN	CSCSL, CSCSL HSL	4	1	1925		2
125	53	AUBURN VALLEY CHEVRON	CSCSL NFA, UST, RCRA ND	4	1.5	575		2
126	332	LAKE TAPPS COUNTY PARK	CSCSL NFA, UST	4	1.5	4850		2
127	333	LAKE TAPPS COUNTY PARK	CSCSL NFA, UST	4	1.5	4850		2
128	170	V DUB CENTRAL	LUST, UST, RCRA CESQG	4	2	1175		1
129	176	AUBURN COLLISION CENTER	LUST, UST, RCRA SQG	4	2	1325		1
130	202	GROW GROUP INC CONSUMER PROD D	RCRA CORRACTS, UST, RCRA ND	4	5	975		6
131	167	LINCOLN APARTMENTS	RCRA ND	4	5	1200		5
132	52	US EPA HARTUNG PROPERTY AUBURN RESIDENT	RCRA LQG	4	5	1250		5
133	63	STEVES QUALITY AUTO REFINISHIN	RCRA ND	4	5	1850		5
134	106	ASSOCIATED SIGN GRAPHICS	RCRA ND	4	5	1950		5
135	60	RENTAL MARTS UST 4275	UST	4	6	825		7
136	284	MILES SAND & GRAVEL COMPANY INC AUBURN	UST	4	6	900		7
137	155	SKAAR CONST INC	UST	4	6	1275		7
138	143	AUBURN PRINT466 LS51 3RDSUB MP 22	UST	4	6	1310		7
139	64	TERN BOAT PROPERTY	UST	4	6	1875		7
140	7	TYEE LUMBER & MANUFACTURING	CERCLIS NFRAP,	5	1	950		4
141	8	TYEE LUMBER & MFG	CSCSL, CSCSL HSL	5	1	950		2
142	14	AUBURN SALVAGE & RECYCLING	CSCSL, CSCSL HSL	5	1	1075		2
143	343	ESPRI INC	CERCLIS NFRAP	5	1	1100	1	4
144	1	DELTA TRAIN CORP	CSCSL	5	1	1100	2	2
145	193	202 C ST NW DELS FARM SUPPLY	CSCSL	5	1	1200		2
146	201	CUSTOM BUILT METALS	CSCSL, UST	5	1	1400		2
147	298	CHEVRON 94998	CSCSL, LUST, UST, RCRA ND	5	1	1500		2
148	297	P-3/PARKWAY LLC PROPERTY	USE RESTRICTION, BROWNFIELDS	5	1	1850		3
149	39	JACKPOT STATION 308	CSCSL, LUST, UST	5	1	2025		2
150	458	WEST VALLEY HWY SITE	CERCLIS NFRAP	5	1	2300		4
151	287	NORTHWEST PIPELINE ENUMCLAW BUCKLEY MS	CSCSL, CSCSL HSL, RCRA ND	5	1	2400		2
152	459	LA TERRA LIMITED PARCEL	USE RESTRICTION, BROWNFIELDS	5	1	2401		3
153	460	402 MOUNTAIN VIEW DRIVE	USE RESTRICTION, BROWNFIELDS	5	1	2402		3
154	461	ELECTROFINISHING COMPANY	USE RESTRICTION, BROWNFIELDS	5	1	2403		3
155	69	BOEING COMPANY AUBURN	CSCSL, CSCSL HSL, LUST, UST, RCRA CORRACTS, RCRA TSD, RCRA LQG	5	1	2900	1	2
156	249	TEX ENTERPRISES INC	CSCSL, LUST, UST, RCRA CE	5	1	2900	2	2
157	70	BOEING COMPANY AUBURN	CERCLIS NFRAP	5	1	3100		4
158	175	LAKE TAPPS MINI MART	CSCSL, LUST, UST	5	1	3500		2
159	317	NORTHWEST PIPELINE CORP SUMNER CS	CSCSL, UST, RCRA ND	5	1	3800		2
160	243	WA DOT PARCEL 1-6361 AUBURN	CSCSL	5	1	3900		2
161	236	PEASLEY CANYON OLD GAS STN	CSCSL, CSCSL HSL	5	1	3950		2
162	436	STARROW ENTERPRISES INC	CSCSL, RCRA ND	5	1	4100	1	2
163	437	MATLACK INC B STREET	CSCSL, RCRA ND	5	1	4100	2	2
164	435	STARROW ENTERPRISES PROPERTY	USE RESTRICTION, BROWNFIELDS	5	1	4100	3	3
165	525	ALL AMERICAN HOMES	CSCSL	5	1	4200		2
166	330	BELDEN PROPERTY	CSCSL	5	1	4700		2
167	392	PUGET POWER AUBURN SERV CTR	CSCSL, LUST, UST	5	1	5800		2
168	382	PROVISIONERS EXPRESS INC	CSCSL NFA, UST	5	1.5	1450		2
169	149	THOROUGHbred AUTO BODY	CSCSL NFA, UST, RCRA SQG	5	1.5	1575		2
170	152	WR GRACE	CSCSL NFA, RCRA ND	5	1.5	1650		2
171	207	CORTECH	CSCSL NFA, UST	5	1.5	2275		2
172	276	PSE AUBURN OPERATING BASE	CSCSL NFA, UST, RCRA ND	5	1.5	2900	1	2
173	45	ARCO 6093	CSCSL NFA, RCRA ND	5	1.5	2900	2	2
174	356	AMERICAN TRANSPORTATION UST 200490	LUST, UST	5	2	900		1
175	283	NORTH AUBURN FIRE DEPT	LUST, UST, RCRA ND	5	2	1050		1
176	12	7 ELEVEN 230323938	LUST, UST	5	2	1225		1
177	334	MUTUAL MATERIALS CO AUBURN	LUST, UST	5	2	1300		1
178	127	GROUP W CABLE INC	LUST, UST	5	2	1400		1
179	293	SHELL STATION 120654	LUST, UST, RCRA ND	5	2	1450		1
180	306	AUBURN CHEVROLET	LUST, UST, RCRA CESQG	5	2	1650		1
181	209	AUBURN RENTAL EQUIP REPR SHOP INC	LUST, UST	5	2	1675		1
182	210	LEATHERBACK INDUSTRIES	LUST, UST	5	2	1676		1
183	108	CONTINENTAL DIRT CONTRACTORS INC AUBURN ADVENTIST ACADEMY UST 343327	LUST, UST	5	2	1800		1
184	216	DOUGS AUTO ROW 76	LUST, UST	5	2	1900	1	1
185	315	ICON MATERIALS	LUST, UST, RCRA CESQG	5	2	1900	2	1
186	6	AUBURN CITY M & O BUILDING	LUST, UST, RCRA CESQG	5	2	2200		1
187	73	SOUTHLAND STORE 27219	LUST, UST, RCRA ND	5	2	2325		1
188	338	BREWER CHRYSLER PLYMOUTH	LUST, UST, RCRA ND	5	2	2409		1
189	337	DIERINGER SCHOOL DIST 343	LUST, UST, RCRA ND	5	2	2410		1
190	220	AUBURN MUNICIPAL AIRPORT	LUST, UST, RCRA ND	5	2	2700		1
191	346	AUBURN SCHOOL DIST 408 TRANSP CENTER	LUST, UST, RCRA ND	5	2	2725		1
192	67	MCKESSON WATER PRODUCTS	LUST, UST, RCRA CESQG	5	2	2800		1
193	190	ARCO FACILITY #6093	LUST, UST, RCRA ND	5	2	2825		1
194	44	CIRCLE K #1477 (NOW MUCKLESHOOT MARKET & DELI)	LUST INACTIVE TRIBAL	5	2	2900		1
195	48	CIRCLE K #1477 (MUCKLESHOOT MARKET & DELI)	LUST ACTIVE TRIBAL	5	2	2975	1	1
196	47	FAA - SEATTLE AIR ROUTE TRAFFIC CONTROL CENTER	LUST INACTIVE TRIBAL	5	2	2975	2	1
197	61	HINSHAWS HONDA	LUST, UST, RCRA ND	5	2	3000	1	1
198	371	PACIFIC CONCRETE PRODUCTS AUBURN	LUST, UST, RCRA ND	5	2	3000	2	1
199	379	MILITARY CHEVRON	LUST, UST, RCRA CESQG	5	2	3000		1
200	442	TEXACO STATION 63232101	LUST, UST, RCRA ND	5	2	3175		1
201	434	ARCO 6175	LUST, UST, RCRA ND	5	2	3200		1
202	467	WA DOT PEASLEY CANYON RD	LUST, UST	5	2	3225		1
203	257	AUBURN CITY GOEDECKE S PROPERTY	LUST, UST, RCRA ND	5	2	3250		1
204	240	LAKE TAPPS DELI & GAS	LUST, UST	5	2	3800		1
205	321	SAFETY KLEEN SYSTEMS INC AUBURN 118101	LUST, UST, RCRA CORRACT	5	2	3975		1
206	450	GREEN RIVER COMMUNITY COLLEGE	LUST, UST, RCRA SQG	5	2	4050		1
207	316	UTILITY VAULT	Release	5	3	4200		1
208	16	INTERWEST DEVELOPMENT, INC.	SWLF STATE	5	3	4950		1
209	386	INTERWEST DEVELOPMENT, INC.	SWLF STATE	5	3	1200		3
210	387	AUBURN (ROTARY PARK)	SWLF KING	5	3	1500		3
211	31	RELEASE	ERNS	5	3	2250		1
212	308	BOEING COMMERCIAL AIRPLANES AUBURN	Release	5	3	2375		1
213	307	21st Street SE Stormwater Facility	RCRA SQG	5	3	2450		1
214	41	UAP DISTRIBUTION INC AUBURN	RCRA SQG,	5	4	2700		1
215	533	GM NAMEPLATE INC AUBURN	RCRA LQG	5	5	2500		Figure 4
216	361	CUSTOM FABRICATION & WELDING	RCRA CESQG	5	5	750	1	3
217	5	VALLEY AUTO REBUILD	RCRA ND	5	5	750	2	3
218	354	TR EGGERT CONSTRUCTION INC	RCRA CORRACTS, RCRA ND	5	5	800	1	5
219	9	TOM CRAFT CONSTRUCTION	RCRA ND	5	5	800	2	6
220	355	FISHER SERVICE CO	RCRA ND	5	5	800	3	5
221	344	AMERICAN TRANSPORT	RCRA SQG	5	5	1000	1	6
222	357	AERO CONTROLS INC AUBURN	RCRA ND	5	5	1000	2	5
223	351	AERO CONTROLS INC	RCRA SQG	5	5	1005		5
224	362	ALLIANCE ENVIRONMENTAL SERVICE	RCRA ND	5	5	1025		3
225	370	SOUTHEND MACHINE INC	RCRA SQG	5	5	1050		5
226	353	UNI SELECT NW DIVISION	RCRA CESQG	5	5	1075		6
227	378	VILLA DRY CLEANERS	RCRA SQG	5	5	1100	1	6
228	366	BERNARD MOTORS	RCRA ND	5	5	1100	2	3
229	290	UNITED STATES GYPSUM CO	RCRA SQG,	5	5	1150		5
230	28	RECYCLING TECHNOLOGIES	RCRA LQG	5	5	1175	1	6
231	265	AIM AVIATION AUBURN INC	RCRA CESQG	5	5	1175	2	6
232	3	NORTHWEST TECHNICAL PLASTICS	RCRA ND	5	5	1200		5
233	399	AERO INTERIOR CORP	RCRA CESQG	5	5	1225	1	6
234	400	BRANDRUD FURNITURE INC	RCRA LQG	5	5	1225	2	5
235	401	WA GA STATE SURPLUS	RCRA ND	5	5	1225	3	5
236	381		RCRA CESQG	5	5	1250		6
237	19		RCRA ND	5	5	1325	1	5

238	292	ERNST HOME NURSERY 248	RCRA ND	5	5	1325	2	5
239	368	COMPOSITE SOLUTIONS CORP	RCRA CESQG	5	5	1375	1	6
240	369	TRM COPY CENTERS USA CORP	RCRA ND	5	5	1375	2	5
241	324	AIM AVIATION AUBURN INC W VALLEY	RCRA ND	5	5	1400	1	5
242	390	RWG ENTERPRISES INC	RCRA ND	5	5	1400	2	5
243	204	U HAUL ABURN RERS	RCRA CESQG	5	5	1500	1	6
244	299	AUBURN CAR CORNER	RCRA ND	5	5	1500	2	5
245	391	COMPETITION SPECIALTIES	RCRA CESQG	5	5	1575		6
246	393	IMAGETECH	RCRA ND	5	5	1600		5
247	181	KING CNTY AMBULANCE CO AUBURN	RCRA ND	5	5	1625	1	5
248	305	MASTER TECH	UST, RCRA ND	5	5	1625	2	7
249	300	GREASE MONKEY AUBURN	RCRA CESQG	5	5	1650		6
250	272	PENINSULA TRUCK LINES AUBURN	RCRA CESQG	5	5	1700	1	6
251	17	UTILITY VAULT CO	RCRA CESQG, UST	5	5	1700	2	6
252	301	ARCO 5926 PSI 5435	UST, RCRA ND	5	5	1750		7
253	246	LEONARDS METAL INC	RCRA ND	5	5	1800		5
254	251	HENRY COMPANY	RCRA LQG	5	5	1805		5
255	314	MALONES FINE DRY CLEANING	RCRA ND	5	5	1825	1	5
256	225	AUBURN CITY AUBURN WAY S	RCRA ND	5	5	1825	2	5
257	172	NATIONAL CONCRETE CUTTING INC	RCRA LQG	5	5	1925	1	5
258	304	PHILIPS ORAL HEALTHCARE DISTRIBUTION CTR	RCRA CESQG	5	5	1925	2	6
259	29	ZIP VAC INC	RCRA ND	5	5	1950		5
260	194	PUGET SOUND OIL CO INC	RCRA ND	5	5	2000	1	5
261	160	BURKE GIBSON INC	RCRA LQG	5	5	2000	2	5
262	212	PORT CITY EXPRESS INC	RCRA ND	5	5	2100		5
263	326	VALLEY COLLISION CENTER	RCRA ND	5	5	2125	1	5
264	34	AUBURN STOR MORE	RCRA LQG	5	5	2125	2	5
265	24	THOROUGHNBRED COLLISION CTR	RCRA CESQG	5	5	2150		6
266	32	US NAVY SEADET PERA CV AUBURN	RCRA LQG	5	5	2175	1	5
267	325	SUNSET DAEWOO OF AUBURN	RCRA CESQG, UST	5	5	2175	2	6
268	309	UPS SUPPLY CHAIN SOLUTIONS AUBURN 2	RCRA ND	5	5	2200		5
269	215	DIVISION TRANSPORT	RCRA ND	5	5	2205	1	5
270	214	MS CARRIERS SEATTLE	RCRA ND	5	5	2205	2	5
271	217	FAIRWAY ORNAMENTAL IRON INC CLAY ST	RCRA CESQG	5	5	2225		6
272	208	BNSF RAILWAY COMPANY AUBURN	RCRA CESQG	5	5	2250		6
273	95	SONOCO PRODUCTS CO AUBURN	RCRA ND	5	5	2300	1	5
274	328	ROYAL A DRUG LAB	RCRA ND	5	5	2300	2	5
275	322	AERO CONTROLS INC 20TH ST NW	RCRA LQG	5	5	2350	1	5
276	329	NORTHWEST PROPELLER SERVICE INC	RCRA CESQG	5	5	2350	2	6
277	319	MCKESSON CORPORATION	RCRA SQG	5	5	2375		3
278	340	OLYMPIC AUTO BODY	UST, RCRA ND	5	5	2450		7
279	342	AUBURN NATIONAL AUTO PARTS	RCRA ND	5	5	2475	1	5
280	59	GSA AUBURN PROPERTY MGMT TEAM	RCRA CESQG	5	5	2475	2	6
281	262	AUBURN ADVENTIST ACADEMY WYMAN DR	UST, RCRA ND	5	5	2525		7
282	191	BERRY GOOD PRODUCTS LP	RCRA LQG	5	5	2600		5
283	347	ROBERTS OLDS JEEP EAGLE	RCRA SQG, UST	5	5	2625	1	3
284	168	GREEN VALLEY RD ABANDONED CONTAINERS	RCRA ND	5	5	2625	2	5
285	198	MCCLARY COLUMBIA CORP AUBURN	RCRA LQG	5	5	2650	1	5
286	235	AUBURN ADVENTIST ACADEMY	RCRA CESQG	5	5	2650	2	6
287	349	AUBURN DRUG LAB 0190	RCRA ND	5	5	2650	3	5
288	195	RENTAL SERVICES 568	RCRA ND	5	5	2675		5
289	234	FEDERAL WAY DISPOSAL CO INC	RCRA ND	5	5	2700	1	5
290	348	TAYLOR AUBURN AUTO BODY	RCRA ND	5	5	2700	2	5
291	352	CASCADE MIDDLE SCHOOL AUBURN	RCRA CESQG	5	5	2700	3	6
292	358	KIRMACS FITZ AUTO REBUILD	RCRA LQG	5	5	2775		5
293	238	WASTE MANAGEMENT OF SOUTH KING CNTY	UST, RCRA ND	5	5	2850		7
294	288	NORTHWEST PIPELINE CORP ENUMC	RCRA ND	5	5	2900	1	5
295	318	AUBURN PAINT	RCRA ND	5	5	2900	2	5
296	247	ASSOCIATED TRUCK	RCRA ND	5	5	2900	3	5
297	248	J & J WOODWORKING INC	RCRA SQG	5	5	2900	4	3
298	253	EAGLE HYDRAULICS INC	RCRA CESQG	5	5	2925	1	6
299	242	AC WRIGHT & SONS INC	RCRA CESQG	5	5	2925	2	6
300	256	J & J WOODWORKING INC AUBURN	RCRA SQG	5	5	2925	3	3
301	74	SUPERVALU FROZEN FOODS	RCRA LQG, UST	5	5	2950		5
302	135	WAL MART 2385	RCRA ND	5	5	3000		5
303	375	HINSHAWS HONDA SHOP	RCRA SQG	5	5	3050		3
304	54	CIRCLE K 01477	RCRA CESQG	5	5	3150	1	6
305	51	FOREST VILLA CLEANERS LAUNDERETTE	RCRA ND	5	5	3150	2	5
306	380	ARMSTRONG LUMBER CO INC AUBURN WA	RCRA CESQG, UST	5	5	3225		6
307	282	AUBURN CITY MOUNTAIN VIEW CEMETERY	UST, RCRA ND	5	5	3300		7
308	57	US FAA AUBURN	RCRA SQG	5	5	3400		3
309	65	BEHR PROCESS CORP	RCRA ND	5	5	3450		5
310	260	NATIONAL CONSTRUCTION RENTALS	RCRA CESQG	5	5	3525		6
311	289	KING CNTY PATTEN BRG NO 3015	RCRA ND	5	5	3700		5
312	229	BUCK BAKER TRUCKING	RCRA ND	5	5	3800		5
313	281	AUBURN REGIONAL MEDICAL CENTER	RCRA CESQG, UST	5	5	4000		6
314	223	HWY 167 MEDIAN WASTE	RCRA ND	5	5	4050		5
315	501	WEYERHAEUSER DUMP SITE	RCRA ND	5	5	4125		5
316	110	KITS CAMERAS 1025	RCRA CESQG	5	5	4150	1	6
317	89	THARCO CONTAINERS COLORADO INC	RCRA CESQG	5	5	4150	2	6
318	111	SAMS CLUB 6688 AUBURN	RCRA CESQG	5	5	4150	3	6
319	528	BOEING CO FEDERAL WAY SITE	RCRA ND	5	5	4200		5
320	377	US EPA EDWARDS RD	RCRA SQG	5	5	4300		3
321	339	PIERCE CNTY FIRE DIST 22 LAKE TAPPS	RCRA CESQG, UST	5	5	4400		6
322	487	WICKHAM SONS	RCRA ND	5	5	4525		5
323	413	HOMEBASE 49	RCRA ND	5	5	4575	1	5
324	109	WILSONART INTERNATIONAL INC	RCRA ND	5	5	4575	2	5
325	130	CLEAN HARBORS ENVIRONMENTAL SERVICES INC	RCRA CESQG	5	5	4825		6
326	286	KING CNTY NEELY BRG 3014	RCRA ND	5	5	4875		5
327	499	WEYERHAEUSER TECHNOLOGY CENTER	RCRA LQG	5	5	5400		5
328	412	NORTHWEST PIPELINE CORP AUBURN	RCRA LQG	5	5	5850		5
329	522	BADEN SPORTS INC	RCRA CESQG	5	5	7600	1	6
330	500	ALGEMENE BANK NEDERLAND NV	RCRA ND	5	5	7600	2	5
331	13	AUBURN ELECTRIC	UST	5	6	800		7
332	231	FUEL FARM	UST	5	6	1175		7
333	294	FIRESTONE STORE 31E9 010944	UST	5	6	1500		7
334	180	HENRY F KRATOVEL	UST	5	6	1525		7
335	245	HUGH MCNIVEN COMPANY AUBURN	UST	5	6	1825	1	7
336	254	VALCO CORP	UST	5	6	1825	2	7
337	22	COOLS INC	UST	5	6	2050		7
338	23	AUBURN CITY UST 425547	UST	5	6	2055		7
339	374	HUBNER BROTHERS CONSTRUCTION INC	UST	5	6	2075		7
340	327	PRECISION TUNE CLOSED	UST	5	6	2300		7
341	58	US GSA AUBURN	UST	5	6	2400	1	7
342	222	SCHNEIDER SPECIALIZED CARRIERS AUB	UST	5	6	2400	2	7
343	363	AUBURN MOBILE HOMES INC	UST	5	6	2925		7
344	84	ELEPHANT CAR WASH AUBURN	UST	5	6	3450		7
345	87	TEXACO STAR MART UST 535577	UST	5	6	3500		7
346	80	MBM INC PROFICIENT FOODS CO	UST	5	6	3600		7
347	310	VALLEY AUTO REBUILD INC	UST	5	6	3675		7
348	311	FIRE STATION 2 SUMNER	UST	5	6	3700		7
349	383	BROWNS CORNER SHORT STOP	UST	5	6	4000		7
350	221	BROOKSIDE DELI & GAS 619	UST	5	6	4350		7
351	268	FENSTER	UST	5	6	4825		7
352	531	EVERGONE INC FED WAY	UST	5	6	8000		7

HAZARD INVENTORY LIST BY PLATE NUMBER

Appendix C: Hazard Inventory List

Overall Ranking	Map Reference No.	Land Use/Site Description	Source List	Hazard Ranking				Plate #
				I	II	III	IV	
Plate 1								
26	142	AUBURN CITY IMPORTS	LUST, UST, RCRA ND	1.5	2	900		1
27	4	WA PARKS PUGET SOUND REGION HQ	LUST, UST, RCRA ND	1.5	2	2750		1
28	20	YELLOW TRANSPORTATION	HMIRS	1.5	3	1025	1	1
29	21	RELEASE	ERNS	1.5	3	1025	2	1
68	206	JACKPOT FOOD MART 309	LUST, UST	3	2	400		1
69	241	AUBURN PRINT33 LS051 3RDSUB MP 21.5	LUST, UST	3	2	600		1
70	33	BP SERVICE STATION 11065	LUST, UST, RCRA CESQG	3	2	700		1
71	148	PACIFIC FIRST FACILITY	LUST, UST	3	2	1025		1
72	121	SHELL STATION 120849	LUST, UST, RCRA ND	3	2	1050		1
73	122	CHEVRON USA A ST AUBURN	LUST, UST, RCRA ND	3	2	1225		1
74	124	A STREET AUTOMOTIVE	LUST, UST, RCRA ND	3	2	1250		1
75	116	SHELL STATION ALS SHELL	LUST, UST	3	2	1375		1
76	86	CONOCOPHILLIPS SITE 2705928	LUST, UST, RCRA ND	3	2	1650		1
128	170	V DUB CENTRAL	LUST, UST, RCRA CESQG	4	2	1175		1
129	176	AUBURN COLLISION CENTER	LUST, UST, RCRA SQG	4	2	1325		1
174	356	AMERICAN TRANSPORTATION UST 200490	LUST, UST	5	2	900		1
175	283	NORTH AUBURN FIRE DEPT	LUST, UST, RCRA ND	5	2	1050		1
176	12	7 ELEVEN 230323938	LUST, UST	5	2	1225		1
177	334	MUTUAL MATERIALS CO AUBURN	LUST, UST	5	2	1300		1
178	177	GROUP W CABLE INC	LUST, UST	5	2	1400		1
179	293	SHELL STATION 120654	LUST, UST, RCRA ND	5	2	1450		1
180	306	AUBURN CHEVROLET	LUST, UST, RCRA CESQG	5	2	1650		1
181	209	AUBURN RENTAL EQUIP REPR SHOP INC	LUST, UST	5	2	1675		1
182	210	LEATHERBACK INDUSTRIES	LUST, UST	5	2	1676		1
183	108	CONTINENTAL DIRT CONTRACTORS INC	LUST, UST	5	2	1800		1
184	216	AUBURN ADVENTIST ACADEMY UST 343327	LUST, UST	5	2	1900	1	1
185	315	DOUGS AUTO ROW 76	LUST, UST	5	2	1900	2	1
186	6	ICON MATERIALS	LUST, UST, RCRA CESQG	5	2	2200		1
187	73	AUBURN CITY M & O BUILDING	LUST, UST, RCRA CESQG	5	2	2325		1
188	338	SOUTHLAND STORE 27219	LUST, UST, RCRA ND	5	2	2409		1
189	337	BREWER CHRYSLER PLYMOUTH	LUST, UST, RCRA ND	5	2	2410		1
190	220	DIERINGER SCHOOL DIST 343	LUST, UST, RCRA ND	5	2	2700		1
191	346	AUBURN MUNICIPAL AIRPORT	LUST, UST, RCRA ND	5	2	2725		1
192	67	AUBURN SCHOOL DIST 408 TRANSP	LUST, UST, RCRA CESQG	5	2	2800		1
193	190	MCKESSON WATER PRODUCTS	LUST, UST, RCRA ND	5	2	2825		1
194	44	ARCO FACILITY #6093	LUST INACTIVE TRIBAL	5	2	2900		1
195	48	CIRCLE K #1477 (NOW MUCKLESHOOT MARKET & DELI)	LUST ACTIVE TRIBAL	5	2	2975	1	1
196	47	CIRCLE K #1477 (MUCKLESHOOT MARKET & DELI)	LUST INACTIVE TRIBAL	5	2	2975	2	1
197	61	FAA - SEATTLE AIR ROUTE TRAFFIC CONTROL CENTER	LUST INACTIVE TRIBAL	5	2	3000	1	1
198	371	HINSHAWS HONDA	LUST, UST, RCRA ND	5	2	3000	2	1
199	379	PACIFIC CONCRETE PRODUCTS AUBURN	LUST, UST, RCRA CESQG	5	2	3175		1
200	442	MILITARY CHEVRON	LUST, UST, RCRA CESQG	5	2	3200		1
201	434	TEXACO STATION 63232101	LUST, UST, RCRA ND	5	2	3225		1
202	467	ARCO 6175	LUST, UST, RCRA ND	5	2	3250		1
203	257	WA DOT PEASLEY CANYON RD	LUST, UST	5	2	3800		1
204	240	AUBURN CITY GOEDECKE S PROPERTY	LUST, UST, RCRA ND	5	2	3975		1
205	321	LAKE TAPPS DELI & GAS	LUST, UST	5	2	4050		1
206	450	SAFETY KLEEN SYSTEMS INC AUBURN 118101	LUST, UST, RCRA CORRACT	5	2	4200		1
207	316	GREEN RIVER COMMUNITY COLLEGE	LUST, UST, RCRA SQG	5	2	4950		1
208	16	UTILITY VAULT	Release	5	3	1200		1
212	308	RELEASE	ERNS	5	3	2375		1
213	307	RELEASE	ERNS	5	3	2450		1
214	41	BOEING COMMERCIAL AIRPLANES AUBURN	Release	5	3	2700		1
Plate 2								
1	196	CHURCH OF JESUS CHRIST LDS	CSCSL	1	1			2
23	26	CANHAM PROPERTY	CSCSL	1.5	1	1350		2
24	146	ARCO 6120	CSCSL NFA, UST, RCRA ND	1.5	1.5	925		2
25	25	AUBURN SHOPPING CENTER	CSCSL NFA	1.5	1.5	2325		2
49	144	HOLIDAY CLEANERS	CSCSL, RCRA CESQG	2	1			2
61	100	AUBURN AUTO WRECKING FORMER	CSCSL	3	1	1450		2
62	102	ELECTROFINISHING CO	CSCSL, CSCSL HSL, RCRA ND	3	1	1451		2
63	77	BROWN BEAR CAR WASH 5473	CSCSL NFA, LUST, UST	3	1.5	1300		2
64	82	AUBURN ABANDONED FIRE STA	CSCSL NFA, LUST, UST	3	1.5	1525		2
65	83	AUBURN CITY MAINTENANCE FACILITY	CSCSL NFA	3	1.5	1575		2
66	270	LAKE TAPPS GROCERY	CSCSL NFA, UST	3	1.5	3200		2
67	271	LAKE TAPPS GROCERY	CSCSL NFA, UST	3	1.5	3201		2
119	199	UNOCAL BULK PLANT 0028	CSCSL, LUST, UST, RCRA CE	4	1	975		2
120	163	WICKHAM & SONS	CSCSL, LUST, UST, RCRA ND	4	1	1200		2
123	78	CENEX HARVEST STATES AUBURN	CSCSL, CSCSL HSL, LUST, UST, DECISIONS, RCRA ND	4	1	1600		2
124	79	BURLINGTON NORTHERN RR AUBURN	CSCSL, CSCSL HSL	4	1	1925		2
125	53	AUBURN VALLEY CHEVRON	CSCSL NFA, UST, RCRA ND	4	1.5	575		2
126	332	LAKE TAPPS COUNTY PARK	CSCSL NFA, UST	4	1.5	4850		2
127	333	LAKE TAPPS COUNTY PARK	CSCSL NFA, UST	4	1.5	4850		2
141	8	TYEE LUMBER & MFG	CSCSL, CSCSL HSL	5	1	950		2
142	14	AUBURN SALVAGE & RECYCLING	CSCSL, CSCSL HSL	5	1	1075		2
144	1	DELTA TRAIN CORP	CSCSL	5	1	1100	2	2
145	193	202 C ST NW DELS FARM SUPPLY	CSCSL	5	1	1200		2
146	201	CUSTOM BUILT METALS	CSCSL, UST	5	1	1400		2
147	298	CHEVRON 94998	CSCSL, LUST, UST, RCRA ND	5	1	1500		2
149	39	JACKPOT STATION 308	CSCSL, LUST, UST	5	1	2025		2
151	287	NORTHWEST PIPELINE ENUMCLAW BUCKLEY MS	CSCSL, CSCSL HSL, RCRA ND	5	1	2400		2
155	69	BOEING COMPANY AUBURN	CSCSL, CSCSL HSL, LUST, UST, RCRA CORRACTS, RCRA TSD, RCRA LQG	5	1	2900	1	2
156	249	TEX ENTERPRISES INC	CSCSL, LUST, UST, RCRA CE	5	1	2900	2	2
158	175	LAKE TAPPS MINI MART	CSCSL, LUST, UST	5	1	3500		2
159	317	NORTHWEST PIPELINE CORP SUMNER CS	CSCSL, UST, RCRA ND	5	1	3800		2
160	243	WA DOT PARCEL 1-6361 AUBURN	CSCSL	5	1	3900		2
161	236	PEASLEY CANYON OLD GAS STN	CSCSL, CSCSL HSL	5	1	3950		2
162	436	STARROW ENTERPRISES INC	CSCSL, RCRA ND	5	1	4100	1	2
163	437	MATLACK INC B STREET	CSCSL, RCRA ND	5	1	4100	2	2
165	525	ALL AMERICAN HOMES	CSCSL	5	1	4200		2
166	330	BELDEN PROPERTY	CSCSL	5	1	4700		2
167	392	PUGET POWER AUBURN SERV CTR	CSCSL, LUST, UST	5	1	5800		2
168	382	PROVISIONERS EXPRESS INC	CSCSL NFA, UST	5	1.5	1450		2
169	149	THOROUGHBRED AUTO BODY	CSCSL NFA, UST, RCRA SQG	5	1.5	1575		2
170	152	WVR GRACE	CSCSL NFA, RCRA ND	5	1.5	1650		2
171	207	CORTECH	CSCSL NFA, UST	5	1.5	2275		2
172	276	PSE AUBURN OPERATING BASE	CSCSL NFA, UST, RCRA ND	5	1.5	2900	1	2
173	45	ARCO 6093	CSCSL NFA, RCRA ND	5	1.5	2900	2	2
Plate 3								
19	93	CITY OF AUBURN (CRITES-HUFF PROPERTY)	USE RESTRICTION, BROWNFIELDS	1.5	1	1025	1	3
20	94	DELTA TRAIN CORP.	USE RESTRICTION, BROWNFIELDS	1.5	1	1025	2	3
30	18	AUBURN (M&R STREET)	SWLF KING	1.5	3	2100		3
35	36	RITE AID 5172	RCRA SQG	1.5	5	575		3
121	127	CRITES AUTO REBUILD (CITY OF AUBURN)	USE RESTRICTION, BROWNFIELDS	4	1	1450		3
148	297	P-3/PARKWAY LLC PROPERTY	USE RESTRICTION, BROWNFIELDS	5	1	1850		3
152	459	LA TERRA LIMITED PARCEL	USE RESTRICTION, BROWNFIELDS	5	1	2401		3
153	460	402 MOUNTAIN VIEW DRIVE	USE RESTRICTION, BROWNFIELDS	5	1	2402		3
154	461	ELECTROFINISHING COMPANY	USE RESTRICTION, BROWNFIELDS	5	1	2403		3

164	435	STARROW ENTERPRISES PROPERTY	USE RESTRICTION, BROWNFIELDS	5	1	4100	3	3
209	386	INTERWEST DEVELOPMENT, INC.	SWLF STATE	5	3	1500		3
210	387	INTERWEST DEVELOPMENT, INC.	SWLF STATE	5	3	1500		3
211	31	AUBURN (ROTARY PARK)	SWLF KING	5	3	2250		3
216	361	UAP DISTRIBUTION INC AUBURN	RCRA SQG	5	5	750	1	3
217	5	GM NAMEPLATE INC AUBURN	RCRA SQG,	5	5	750	2	3
224	362	AERO CONTROLS INC AUBURN	RCRA SQG	5	5	1025		3
228	366	LUNI SELECT NW DIVISION	RCRA SQG	5	5	1100	2	3
277	319	MCKESSON CORPORATION	RCRA SQG	5	5	2375		3
283	347	ROBERTS OLDS JEEP EAGLE	RCRA SQG, UST	5	5	2625	1	3
297	248	I & J WOODWORKING INC	RCRA SQG	5	5	2900	4	3
300	256	I & J WOODWORKING INC AUBURN	RCRA SQG	5	5	2925	3	3
303	375	HINSHAWS HONDA SHOP	RCRA SQG	5	5	3050		3
308	57	US FAA AUBURN	RCRA SQG	5	5	3400		3
320	377	US EPA EDWARDS RD	RCRA SQG	5	5	4300		3
Plate 4								
21	91	KING CO-FEDERAL WAY LDFL (CLOSED)	CERCLIS NFRAP	1.5	1	1075	1	4
22	92	BAHNMILLER AUTOBODY WORKSHOP	CERCLIS NFRAP	1.5	1	1075	2	4
60	188	AUBURN INK SITE	CERCLIS NFRAP	3	1	975		4
118	203	GROW GROUP INC	CERCLIS NFRAP	4	1	950		4
122	55	HARTUNG PROPERTIES	CERCLIS NFRAP	4	1	1525		4
140	7	TYEE LUMBER & MANUFACTURING	CERCLIS NFRAP,	5	1	950		4
143	343	ESPRI INC	CERCLIS NFRAP	5	1	1100	1	4
150	458	WEST VALLEY HWY SITE	CERCLIS NFRAP	5	1	2300		4
157	70	BOEING COMPANY AUBURN	CERCLIS NFRAP	5	1	3100		4
Plate 5								
34	49	PCL CONSTRUCTION SERVICES INC	RCRA ND	1.5	5	50		5
37	113	I342 SE 3RD ST AUBURN	RCRA ND	1.5	5	1350		5
53	182	GOSNEY MOTOR PARTS INC	RCRA ND	2	5	450		5
54	2	ROHR INC	RCRA LQG, UST	2	5	510		5
55	169	VICS RADIATOR AUBURN	RCRA ND	2	5	600		5
80	233	MIL LOR CO INC	RCRA ND	3	5	525		5
81	250	MOHAWK NORTHERN PLASTICS INC	RCRA LQG	3	5	625		5
84	159	W MAIN ST AUBURN	RCRA ND	3	5	1000		5
87	506	FEDERAL WAY WATER DIST 305TH S	RCRA LQG	3	5	1200	1	5
88	140	BILLS REPAIR 132ND	RCRA ND	3	5	1200	2	5
89	139	DALES AUTOBODY	RCRA ND	3	5	1200	3	5
90	123	SCHUCKS AUTO SUPPLY 4204	RCRA ND	3	5	1225		5
95	101	ARD LLC	RCRA ND	3	5	1650		5
96	99	PUGET SOUND RECYCLING	RCRA ND	3	5	1700		5
131	167	LINCOLN APARTMENTS	RCRA ND	4	5	1200		5
132	52	US EPA HARTUNG PROPERTY AUBURN RESIDENT	RCRA LQG	4	5	1250		5
133	63	STEVES QUALITY AUTO REFINISHIN	RCRA ND	4	5	1850		5
134	106	ASSOCIATED SIGN GRAPHICS	RCRA ND	4	5	1950		5
218	354	CUSTOM FABRICATION & WELDING	RCRA LQG	5	5	800	1	5
220	355	TR EGGERT CONSTRUCTION INC	RCRA ND	5	5	800	3	5
222	357	FISHER SERVICE CO	RCRA ND	5	5	1000	2	5
223	351	AMERICAN TRANSPORT	RCRA ND	5	5	1005		5
225	370	AERO CONTROLS INC	RCRA ND	5	5	1050		5
229	290	VILLA DRY CLEANERS	RCRA ND	5	5	1150		5
232	3	RECYCLING TECHNOLOGIES	RCRA ND	5	5	1200		5
234	400	NORTHWEST TECHNICAL PLASTICS	RCRA LQG	5	5	1225	2	5
235	401	AERO INTERIOR CORP	RCRA ND	5	5	1225	3	5
237	19	WA GA STATE SURPLUS	RCRA ND	5	5	1325	1	5
238	292	ERNST HOME NURSERY 248	RCRA ND	5	5	1325	2	5
240	369	TRM COPY CENTERS USA CORP	RCRA ND	5	5	1375	2	5
241	324	AIM AVIATION AUBURN INC W VALLEY	RCRA ND	5	5	1400	1	5
242	390	RWG ENTERPRISES INC	RCRA ND	5	5	1400	2	5
244	299	AUBURN CAR CORNER	RCRA ND	5	5	1500	2	5
246	393	IMAGETECH	RCRA ND	5	5	1600		5
247	181	KING CNTY AMBULANCE CO AUBURN	RCRA ND	5	5	1625	1	5
253	246	LEONARDS METAL INC	RCRA ND	5	5	1800		5
254	251	HENRY COMPANY	RCRA LQG	5	5	1805		5
255	314	MALONES FINE DRY CLEANING	RCRA ND	5	5	1825	1	5
256	225	AUBURN CITY AUBURN WAY S	RCRA ND	5	5	1825	2	5
257	172	NATIONAL CONCRETE CUTTING INC	RCRA LQG	5	5	1925	1	5
259	29	ZIP VAC INC	RCRA ND	5	5	1950		5
260	194	PUGET SOUND OIL CO INC	RCRA ND	5	5	2000	1	5
261	160	BURKE GIBSON INC	RCRA LQG	5	5	2000	2	5
262	212	PORT CITY EXPRESS INC	RCRA ND	5	5	2100		5
263	326	VALLEY COLLISION CENTER	RCRA ND	5	5	2125	1	5
264	34	AUBURN STOR MORE	RCRA LQG	5	5	2125	2	5
266	32	US NAVY SEADET PERA CV AUBURN	RCRA LQG	5	5	2175	1	5
268	309	UPS SUPPLY CHAIN SOLUTIONS AUBURN 2	RCRA ND	5	5	2200		5
269	215	DIVISION TRANSPORT	RCRA ND	5	5	2205	1	5
270	214	MS CARRIERS SEATTLE	RCRA ND	5	5	2205	2	5
273	95	SONOCO PRODUCTS CO AUBURN	RCRA ND	5	5	2300	1	5
274	328	ROYAL A DRUG LAB	RCRA ND	5	5	2300	2	5
275	322	AERO CONTROLS INC 20TH ST NW	RCRA LQG	5	5	2350	1	5
279	342	AUBURN NATIONAL AUTO PARTS	RCRA ND	5	5	2475	1	5
282	191	BERRY GOOD PRODUCTS LP	RCRA LQG	5	5	2600		5
284	168	GREEN VALLEY RD ABANDONED CONTAINERS	RCRA ND	5	5	2625	2	5
285	198	MCCLARY COLUMBIA CORP AUBURN	RCRA LQG	5	5	2650	1	5
287	349	AUBURN DRUG LAB 0190	RCRA ND	5	5	2650	3	5
288	195	RENTAL SERVICES 568	RCRA ND	5	5	2675		5
289	234	FEDERAL WAY DISPOSAL CO INC	RCRA ND	5	5	2700	1	5
290	348	TAYLOR AUBURN AUTO BODY	RCRA ND	5	5	2700	2	5
292	358	KIRMACS FITZ AUTO REBUILD	RCRA LQG	5	5	2775		5
294	288	NORTHWEST PIPELINE CORP ENUMC	RCRA ND	5	5	2900	1	5
295	318	AUBURN PAINT	RCRA ND	5	5	2900	2	5
296	247	ASSOCIATED TRUCK	RCRA ND	5	5	2900	3	5
301	74	SUPERVALU FROZEN FOODS	RCRA LQG, UST	5	5	2950		5
302	135	WAL MART 2385	RCRA ND	5	5	3000		5
305	51	FOREST VILLA CLEANERS LAUNDERETTE	RCRA ND	5	5	3150	2	5
309	65	BEHR PROCESS CORP	RCRA ND	5	5	3450		5
311	289	KING CNTY PATTEN BRG NO 3015	RCRA ND	5	5	3700		5
312	229	BUCK BAKER TRUCKING	RCRA ND	5	5	3800		5
314	223	HWY 167 MEDIAN WASTE	RCRA ND	5	5	4050		5
315	501	WEYERHAEUSER DUMP SITE	RCRA ND	5	5	4125		5
319	528	BOEING CO FEDERAL WAY SITE	RCRA ND	5	5	4200		5
322	487	WICKHAM SONS	RCRA ND	5	5	4525		5
323	413	HOMEBASE 49	RCRA ND	5	5	4575	1	5
324	109	WILSONART INTERNATIONAL INC	RCRA ND	5	5	4575	2	5
326	286	KING CNTY NEELY BRG 3014	RCRA ND	5	5	4875		5
327	499	WEYERHAEUSER TECHNOLOGY CENTER	RCRA LQG	5	5	5400		5
328	412	NORTHWEST PIPELINE CORP AUBURN	RCRA LQG	5	5	5850		5
330	500	ALGEMENE BANK NEDERLAND NV	RCRA ND	5	5	7600	2	5
Plate 6								
4	197	B & G CLEANERS	RCRA CESQG	1	5			6
36	30	MIKES HONDA PARTS INC	RCRA CESQG	1.5	5	1275		6
50	219	SCARFF FORD ISUZU	RCRA CESQG, UST	2	5	300		6
51	192	AUBURN SCHOOL DIST 408 AUBURN HS	RCRA CESQG, UST	2	5	350		6
52	205	GOODYEAR GEMINI AUTO SERVICE	RCRA CESQG, UST	2	5	375		6
77	244	AUBURN FOREIGN CAR INC	RCRA CESQG	3	5	375		6
78	275	AUBURN ONE HOUR CLEANERS	RCRA CESQG	3	5	450	1	6
79	43	AUBURN MUFFLER & BRAKE INC	RCRA CESQG	3	5	450	2	6
83	134	FRONTIER CLEANERS	RCRA CESQG	3	5	925		6
85	120	TEXACO STATION 632320508	RCRA CESQG, UST	3	5	1050		6
86	72	U HAUL CO OF AUBURN	RCRA CESQG, UST	3	5	1150		6
91	76	CAR WASH ENTERPRISES CWE	RCRA CESQG	3	5	1300	1	6
93	107	UNOCAL SS NO 5377	RCRA CESQG, UST	3	5	1325		6
94	114	AUBURN SUNSHINE CTR CLEANERS	RCRA CESQG	3	5	1350		6
97	90	BNSF RAILWAY COMPANY AUBURN I	RCRA CESQG	3	5	1750		6
130	202	GROW GROUP INC CONSUMER PROD D	RCRA CORRACTS, UST, RCRA ND	4	5	975		6
219	9	VALLEY AUTO REBUILD	RCRA CESQG	5	5	800	2	6
221	344	TOM CRAFT CONSTRUCTION	RCRA CORRACTS, RCRA ND	5	5	1000	1	6
226	353	ALLIANCE ENVIRONMENTAL SERVICE	RCRA CESQG	5	5	1075		6
227	378	SOUTHEND MACHINE INC	RCRA CESQG	5	5	1100	1	6
230	28	BERNARD MOTORS	RCRA CESQG	5	5	1175	1	6
231	265	UNITED STATES GYPSUM CO	RCRA CESQG	5	5	1175	2	6
233	399	AIM AVIATION AUBURN INC	RCRA CESQG	5	5	1225	1	6
236	381	BRANDRUD FURNITURE INC	RCRA CESQG	5	5	1250		6
239	368	COMPOSITE SOLUTIONS CORP	RCRA CESQG	5	5	1375	1	6
243	204	U HAUL ABURN RERS	RCRA CESQG	5	5	1500	1	6
245	391	COMPETITION SPECIALTIES	RCRA CESQG	5	5	1575		6
249	300	GREASE MONKEY AUBURN	RCRA CESQG	5	5	1650		6
250	272	PENINSULA TRUCK LINES AUBURN	RCRA CESQG	5	5	1700	1	6

251	17	UTILITY VAULT CO	RCRA CESQG, UST	5	5	1700	2	6
258	304	PHILIPS ORAL HEALTHCARE DISTRIBUTION CTR	RCRA CESQG	5	5	1925	2	6
265	24	THOROUGHGBRED COLLISION CTR	RCRA CESQG	5	5	2150		6
267	325	SUNSET DAEWOO OF AUBURN	RCRA CESQG, UST	5	5	2175	2	6
271	217	FAIRWAY ORNAMENTAL IRON INC CLAY ST	RCRA CESQG	5	5	2225		6
272	208	BNSF RAILWAY COMPANY AUBURN	RCRA CESQG	5	5	2250		6
276	329	NORTHWEST PROPELLER SERVICE INC	RCRA CESQG	5	5	2350	2	6
280	59	GSA AUBURN PROPERTY MGMT TEAM	RCRA CESQG	5	5	2475	2	6
286	235	AUBURN ADVENTIST ACADEMY	RCRA CESQG	5	5	2650	2	6
291	352	CASCADE MIDDLE SCHOOL AUBURN	RCRA CESQG	5	5	2700	3	6
298	253	EAGLE HYDRAULICS INC	RCRA CESQG	5	5	2925	1	6
299	242	AC WRIGHT & SONS INC	RCRA CESQG	5	5	2925	2	6
304	54	CIRCLE K 01477	RCRA CESQG	5	5	3150	1	6
306	380	ARMSTRONG LUMBER CO INC AUBURN WA	RCRA CESQG, UST	5	5	3225		6
310	260	NATIONAL CONSTRUCTION RENTALS	RCRA CESQG	5	5	3525		6
313	281	AUBURN REGIONAL MEDICAL CENTER	RCRA CESQG, UST	5	5	4000		6
316	110	KITS CAMERAS 1025	RCRA CESQG	5	5	4150	1	6
317	89	THARCO CONTAINERS COLORADO INC	RCRA CESQG	5	5	4150	2	6
318	111	SAMS CLUB 6688 AUBURN	RCRA CESQG	5	5	4150	3	6
321	339	PIERCE CNTY FIRE DIST 22 LAKE TAPPS	RCRA CESQG, UST	5	5	4400		6
325	130	CLEAN HARBORS ENVIRONMENTAL SERVICES INC	RCRA CESQG	5	5	4825		6
329	522	BADEN SPORTS INC	RCRA CESQG	5	5	7600	1	6
Plate 7								
38	50	AUBURN VALLEY YMCA	UST	1.5	6	225		7
39	66	GREEN RIVER HOMES	UST	1.5	6	350		7
40	27	7 ELEVEN STORE 230314481L	UST	1.5	6	1200		7
41	218	CORLISS REDI MIX INC	UST	1.5	6	1275		7
42	227	FRITO LAY SALES DIST CENTER UST 10545	UST	1.5	6	1299		7
43	105	ART FETTER LOGGING CO INC	UST	1.5	6	1300		7
44	224	DASCOMP INC	UST	1.5	6	1301		7
45	226	WR GRACE & CO CONST PROD DIV	UST	1.5	6	1302		7
46	277	LEA HILL PUMP STATION	UST	1.5	6	1510		7
56	263	GREEN RIVER AUTOMOTIVE	UST	2	6	300		7
57	171	PHILLIPS 66 COMPANY S5070816	UST	2	6	625		7
58	141	EAST MAIN SHORT STOP	UST	2	6	650		7
59	145	AUBURN TIRE CENTER FORMER	UST	2	6	675		7
82	138	NORAL PRECISION	UST, RCRA ND	3	5	750		7
92	133	QWEST COMMUNICATIONS W00015	UST, RCRA ND	3	5	1300	2	7
98	15	SITE SE12 BOTHELL	UST	3	6	200		7
99	40	ROGERS FURNITURE	UST	3	6	425		7
100	269	FRED MEYER FUEL	UST	3	6	590		7
101	267	7 ELEVEN FOOD STORE 230320249	UST	3	6	600		7
102	173	LYLE & LOUISE SCHNEIDER	UST	3	6	725		7
103	360	AT&T WIRELESS AUBURN 2	UST	3	6	800		7
104	150	WEST MAIN SHORT STOP	UST	3	6	890		7
105	136	SAFEWAY FUEL CTR 531	UST	3	6	900		7
106	153	VENTURE CONSTRUCTION INC	UST	3	6	950	1	7
107	154	PALMER G LEWIS CO INC	UST	3	6	950	2	7
108	151	DISTRICT OFFICE REDONDO	UST	3	6	1000		7
109	158	CAVANAUGH ACE HARDWARE	UST	3	6	1025		7
110	165	AUBURN CITY PARKS	UST	3	6	1125		7
111	112	Q LUBE 1540	UST	3	6	1200		7
112	75	7 ELEVEN STORE 230325087J	UST	3	6	1350		7
113	103	BURLINGTON NORTHERN RAILROAD UST 10211	UST	3	6	1675		7
114	98	QUICK STUFF 7758	UST	3	6	1700		7
135	60	RENTAL MARTS UST 4275	UST	4	6	825		7
136	284	MILES SAND & GRAVEL COMPANY INC AUBURN	UST	4	6	900		7
137	155	SKAAR CONST INC	UST	4	6	1275		7
138	143	AUBURN PRINT466 L551 3RDSUB MP 22	UST	4	6	1310		7
139	64	TERN BOAT PROPERTY	UST	4	6	1875		7
248	305	MASTER TECH	UST, RCRA ND	5	5	1625	2	7
252	301	ARCO 5926 PSI 5435	UST, RCRA ND	5	5	1750		7
278	340	OLYMPIC AUTO BODY	UST, RCRA ND	5	5	2450		7
281	262	AUBURN ADVENTIST ACADEMY WYMAN DR	UST, RCRA ND	5	5	2525		7
293	238	WASTE MANAGEMENT OF SOUTH KING CNTY	UST, RCRA ND	5	5	2850		7
307	282	AUBURN CITY MOUNTAIN VIEW CEMETERY	UST, RCRA ND	5	5	3300		7
331	13	AUBURN ELECTRIC	UST	5	6	800		7
332	231	FUEL FARM	UST	5	6	1175		7
333	294	FIRESTONE STORE 31E9 010944	UST	5	6	1500		7
334	180	HENRY F KRATOVEL	UST	5	6	1525		7
335	245	HUGH MCNIVEN COMPANY AUBURN	UST	5	6	1825	1	7
336	254	VALCO CORP	UST	5	6	1825	2	7
337	22	COOLS INC	UST	5	6	2050		7
338	23	AUBURN CITY UST 425547	UST	5	6	2055		7
339	374	HUBNER BROTHERS CONSTRUCTION INC	UST	5	6	2075		7
340	327	PRECISION TUNE CLOSED	UST	5	6	2300		7
341	58	US GSA AUBURN	UST	5	6	2400	1	7
342	222	SCHNEIDER SPECIALIZED CARRIERS AUB	UST	5	6	2400	2	7
343	363	AUBURN MOBILE HOMES INC	UST	5	6	2925		7
344	84	ELEPHANT CAR WASH AUBURN	UST	5	6	3450		7
345	87	TEXACO STAR MART UST 535577	UST	5	6	3500		7
346	80	MBM INC PROFICIENT FOODS CO	UST	5	6	3600		7
347	310	VALLEY AUTO REBUILD INC	UST	5	6	3675		7
348	311	FIRE STATION 2 SUMNER	UST	5	6	3700		7
349	383	BROWNS CORNER SHORT STOP	UST	5	6	4000		7
350	221	BROOKSIDE DELI & GAS 619	UST	5	6	4350		7
351	268	FENSTER	UST	5	6	4825		7
352	531	EVERGONE INC FED WAY	UST	5	6	8000		7
Figures 3 and 4								
2	539	Unsewered Areas		1	4	0		Figure 3
3	536	Fulmer Field Corrosion Control Facility		1	4	150		Figure 4
5	540	Light Commercial		1	7	0		Figure 4
6	541	Transportation Corridors		1	7	10		Figure 4
7	542	Gravel Quarries and Mines		1	7	100		Figure 4
8	543	Heavy Commercial		1	7	550		Figure 4
9	544	Downtown		1	7	700		Figure 4
10	545	Public and Quasi-public		1	8	0		Figure 4
11	546	Rural		1	8	800		Figure 4
12	547	Stormwater		1	9			Figure 4
13	548	Sewer Mains		1	10	1		Figure 4
14	549	Single-Family Residential		1	10	50		Figure 4
15	550	High-Density Residential		1	10	100		Figure 4
16	551	Moderate-Density Residential		1	10	101		Figure 4
17	552	Office Residential		1	10	102		Figure 4
18	553	Neighborhood Commercial		1	10	103		Figure 4
31	534	37th Street SE Stormwater Facility		1.5	4	2200		Figure 4
32	537	Howard Road Corrosion Control Facility		1.5	4	2800		Figure 4
33	532	Riverwalk Regional Storm Facility		1.5	4	3300		Figure 4
47	535	Game Farm Park		1.5	8	2500		Figure 4
48	554	Open Space		1.5	15			Figure 4
115	555	Heavy Industrial		3	7	1800		Figure 4
116	538	BP Olympic Liquid Gas Pipeline	Liquid Gas	3	7	2000		Figure 4
117	556	Light Industrial		3	7	3000		Figure 4
215	533	21st Street SE Stormwater Facility		5	4	2500		Figure 4

WATER QUALITY MONITORING PLAN

Water Quality Monitoring Plan
for the
City of Auburn's
Public Water Systems

Water Quality Monitoring Plan
for the
City of Auburn's
Public Water Systems

Prepared For: Auburn Water Utility
Maintenance and Operations
1305 "C" Street S.W.
Auburn, WA 98001
(253) 876-1998

System ID Numbers: City of Auburn 03350V
Hidden Valley 03336E

Counties: King
Pierce

Water Supervisor: Allen Hunter, WSDOH Certificate Number 9698

Water Utility Engineer: Cynthia Lamothe P.E., Utilities Engineer

Prepared By: Chris Thorn
Water Quality Programs Coordinator
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Preparation Date: February 11, 2000

Latest Revision: March 4, 2008

Water Quality Monitoring Plan
for the
City of Auburn's
Public Water Systems

Summary

- 1 System Information
- 2 Monitoring Parameters
- 3 Routine Monitoring Protocol
- 4 Monitoring Waivers
- 5 Sample Analysis
- 6 Monitoring Schedule
- 7 Documentation and Record Keeping
- 8 Plan Maintenance

Attachments

Water System Monitoring Schedule
Monitoring Request Form
Procedures

WQM-01	Coliform Monitoring
WQM-02	Inorganic Chemical and Physical Parameter Monitoring
WQM-02a	Asbestos Monitoring
WQM-02b	Nitrate/Nitrite Monitoring
WQM-03	Trihalomethane Monitoring (Replaced by D/DBP Monitoring)
WQM-04	Volatile Organic Chemical Monitoring
WQM-05	Synthetic Organic Chemical Monitoring
WQM-06	Radionuclide Monitoring
WQM-07	Residual Disinfection Concentration Monitoring

Appendix

- A. 2005 – 2007 Monitoring Waiver Application
- B. Stage 1 Disinfectants / Disinfection Byproduct Rule Monitoring Plan

Summary

The goal of this water quality monitoring plan is to protect our customers through early detection of contaminants that may threaten public health. Early detection will allow public notification if warranted and a prompt and cost effective remedy to the problem.

This plan has been written to comply with Washington State Department of Health regulations that require Group A Public Water Systems to prepare written monitoring plans for certain water quality parameters. Regulations governing Group A Public Water System monitoring are found in Chapter 246-290 of the Washington Administrative Code (WAC), and in the Code of Federal Regulations (CFR) Protection of Environment Sections and Subsections of Title 40 Parts 141 and 143.

Section 1 of the plan provides information about the water system and our sources of supply. Sections 2 through 6 cover which parameters are to be analyzed, monitoring protocol, waivers that modify the sampling requirements, where our samples are analyzed, and scheduling. Sections 7 and 8 discuss record keeping and plan updates. Included as attachments are parameter specific monitoring plans.

This plan provides Auburn's water system operators with the information required to ensure that monitoring occurs for the required parameters, that the sample collection and analysis is done correctly, that the monitoring is done at the required time, and that the required records are maintained.

1 System Information

The City of Auburn Water Division (system) is classified as a Group A Public Water System by the Washington State Department of Health (DOH). The system has approximately 13,000 connections serving around 45,000 customers. It provides wholesale water to the City of Algona, King County Water District #111, and Covington Water District. Interties exist between the Auburn system and the City of Kent, City of Bonney Lake, Lakehaven Utility District and City of Pacific for emergency purposes.

Auburn also owns and operates a satellite Group A Public Water System serving a 13 lot development that currently has 11 water services in southeast Auburn. The development is served by the Hidden Valley (AKA Braunwood, AKA Saltmark) well.

The service areas of the two systems are described as follows:

1. Valley Service Area – served by Reservoirs No. 1 and 2 and all supply sources except Wells No. 5, No. 5A, No. 5B (unless pressure in the Valley Service Area falls below 35 psi) and Hidden Valley.

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2. Academy Service Area – served by Academy Reservoirs 1.0 MG and 1.5 MG which are supplied water from Reservoir No. 1 through the Academy Pump Stations.
3. Lea Hill Service Area – served by the Lea Hill and Green River pump stations from the Valley Service Area. Storage is provided by Lea Hill Reservoirs 1.0 MG and 1.5 MG.
4. Lakeland Hills Service Area – served by Wells No. 5, No. 5A, No. 5B and the Lakeland Hills Reservoir. Water from this system can enter the Valley Service Area through pressure reducing valves if the pressure in the Valley Service Area drops below 35 psi.
5. Covington Service Area – this interruptible wholesale customer is served via intertie with the Lea Hill Service Area. Supply is delivered from the Green River and Lea Hill pumpstations from the Valley Service Area, and the Intertie pumpstation.
6. Water District #111 Service Area – this interruptible wholesale customer is served via intertie with the Lea Hill Service Area. Supply is delivered from the Green River and Lea Hill pumpstations from the Valley Service Area, and the Intertie pumpstation.
7. Algona Service Area – this wholesale customer is served via interties with the Valley Service Area.
8. Hidden Valley Acres Service Area – this is a satellite Group A Public Water System serving 11 domestic services and 1 irrigation meter with water from the Hidden Valley well and reservoir.

Water is provided by a combination of thirteen sources, which include eleven wells and two springs. Table 1.1 provides source identification, category and location information.

Water Quality Monitoring Plan
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Auburn Water Division System 03350V							
DOH ID	Water Utility ID	Source Category	Well Depth	¼, ¼ Sec	Sec. No.	TWP.	RNG.
S01	Coal Creek Springs (CCS)	Spring	NA	SE/SW	28	21N	05E
S02	West Hill Springs (WHS)	Spring	NA	SW/NE	11	21N	04E
S03	Well No. 1	Well	134'	NE/NE	19	21N	05E
S05	Well No. 3A	Well	365'	NE/SW	30	21N	05E
S06	Well No. 5	Well	325'	SW/SE	31	21N	05E
S07	Well No. 4	Well	320'	NW/NE	30	21N	05E
S08	Well No. 3B	Well	375'	NE/SW	30	21N	05E
S10	Well No. 5A	Well	565'	SE/SE	34	21N	05E
S13	Well No. 5B	Well	781'	SW/NE	06	20N	05E
S14	Well No. 2	Wellfield	290'	NW/NE	18	21N	05E
	Well No. 7		300'	NE/NW	18	21N	05E
	Well No. 6		298'	NW/NE	18	21N	05E

Hidden Valley Satellite System 03336E							
DOH ID	Water Utility ID	Source Category	Well Depth	¼, ¼ Sec	Sec. No.	TWP.	RNG.
S01	Hidden Valley	Well	352'	SE/NE	33	21N	05E

Table 1.1 Source Information

Water quality treatment is provided to address three issues, control of biological organisms, manganese removal and reduction of water corrosiveness. Auburn utilizes chlorination for control of biological organisms throughout the distribution system. Water from Coal Creek Springs and Wells 2, 6 and 7 is processed at two corrosion control facilities via air-stripping towers to remove naturally occurring carbon dioxide (CO₂). Removing CO₂ from our water increases the pH making the water less corrosive to copper and lead solder in our customers piping. Water from Well No. 5B is treated by pressure filtration to remove iron and manganese. Service area and treatment information are provided in Table 1.2.

Water Quality Monitoring Plan
for the
City of Auburn's
Public Water Systems

Auburn Water Division System 03350V			
DOH ID	Water Utility ID	Service Area	Treatment
S01	Coal Creek Springs (CCS)	All except Lakeland and Hidden Valley	pH adjustment via Air-stripping and Gas Chlorination
S02	West Hill Springs (WHS)	All except Lakeland and Hidden Valley	Gas Chlorination
S03	Well No. 1	All except Lakeland and Hidden Valley	None
S05	Well No. 3A	All except Lakeland and Hidden Valley	None
S06	Well No. 5	Lakeland Hills	None
S07	Well No. 4	All except Lakeland and Hidden Valley	Gas Chlorination
S08	Well No. 3B	All except Lakeland and Hidden Valley	None
S10	Well No. 5A	Lakeland Hills	Sodium Hypochlorite
S13	Well No. 5B	Lakeland Hills	Iron and Manganese Pressure Filtration and Sodium Hypochlorite
S14	Well No. 2 Well No. 6 Well No. 7	All except Lakeland and Hidden Valley	pH adjustment via Air-stripping and Sodium Hypochlorite

Hidden Valley Satellite System 03336E			
DOH ID	Water Utility ID	Service Area	Treatment
S01	Hidden Valley	Hidden Valley Acres	Sodium Hypochlorite

Table 1.2 Service Area and Treatment

Water storage is provided by eight reservoirs located throughout the water service area. Table 1.3 provides reservoir names, service areas, and volumes.

Auburn Water Division System 03350V		
Reservoir	Service Area	Volume
Reservoir No. 1	Valley	5.0 MG
Reservoir No. 2	Valley	3.6 MG
Lea Hill Reservoir 1.0	Lea Hill	1.0 MG
Lea Hill Reservoir 1.5	Lea Hill	1.5 MG
Academy Reservoir 1.0	Academy	1.0 MG
Academy Reservoir 1.5	Academy	1.5 MG
Lakeland Hills Reservoir	Lakeland Hills	1.0 MG
Hidden Valley Satellite System 03336E		
Reservoir	Service Area	Volume
Hidden Valley Reservoir	Hidden Valley Acres	33,000 gal.

Table 1.3 Reservoir Information

2 Monitoring Parameters

Monitoring parameters, analysis methods and sampling frequency are based on regulations from the DOH as provided in Chapter 246-290 Washington Administrative Code (WAC). These supplement the Code of Federal Regulations (CFR) Protection of Environment Sections and Subsections of Title 40 Parts 141 and 143.

We are currently required to monitor for the following types of parameters:

- bacteriological (coliform)
- chlorine residual
- inorganic chemical / physical parameters
- disinfection byproducts
- organic chemicals (volatile and synthetic organics)
- unregulated chemicals
- radionuclides

3 Routine Monitoring Protocol

Samples are collected at the source unless otherwise specified in the monitoring procedures. The monitoring procedures for specific parameters that are attached to this document provide guidance on where in the system, or from which sources, the samples are collected, and whether the samples are collected before or after treatment.

Methods of collection, sampling containers, preservatives, sample handling and holding times allowed are consistent with industry standards. Sampling instructions are included with the specific monitoring procedures.

4 Monitoring Waivers

Monitoring waivers allow reduced monitoring frequency based on the presumption that certain contaminants are not present in the region, a source is protected from potential contamination, and/or historical monitoring data indicates no detection's. Auburn has applied for waivers during the 2005 – 2007 compliance cycle (see Appendix A).

5 Sample Analysis

Sample analysis is performed at the DOH certified laboratories listed in Table 5.1.

Analysis	Laboratory	Address/Phone
Bacteriological (Coliform) Inorganic Chemical and Physical Synthetic Organic (SOC) Disinfection Byproducts Volatile Organic (VOC)	Water Management Laboratories	1515 – 80 th St E Tacoma, WA 98404 tel: (253) 531-3121
Asbestos	Lab / Cor Inc.	7619 6 th St NW Seattle, WA 98117 tel: (206) 781-0155
Radionuclide	Washington State Department of Health - Public Health Laboratories	1610 NE 150 th St Seattle, WA 98155-9701 tel: (206) 361-2898

Table 5.1 Laboratory Information

6 Monitoring Schedule

Monitoring frequency varies depending upon the constituent being monitored and whether a monitoring waiver has been granted.

Note: *If a source is not used during a monitoring period the Utility must notify the Dept of Health that the source wasn't used and request that they override the sampling requirement.*

Coliform testing is conducted in five sampling areas consisting of all, or combinations of portions of the water service areas. Coliform is tested in one distribution system sampling area per week during the first four weeks of the month, so that the entire system, and the Hidden Valley system, is tested every month. Coliform sampling sites are listed in a table attached to the Coliform Monitoring Procedure.

Inorganic chemicals are required to be tested once every 36 months, though we have typically tested for inorganics annually. Nitrates and disinfection byproducts are tested once every twelve months. Asbestos is tested once every nine (9) years.

Volatile organic chemicals are tested once every 36 months, except for Wells No. 2 and 6, which are tested once every 12 months. Synthetic organic chemicals are tested twice every thirty-six months unless the City receives a monitoring waiver from the Washington State Department of Health.

Radium 228 is tested twice every 36 months.

Residual disinfection concentration testing is conducted daily (Monday through Friday) at the chlorinated sources for dosing concentrations, and chlorine residual is sampled when the system coliform sample is collected.

Sources that are operated to meet seasonal demand (and may not be utilized in a particular year or monitoring period), must be sampled after they are put into operation. When the source begins supplying water to the distribution system a coliform sample must be collected and IOC and VOC sample containers requested from the lab. Sample for IOC's and VOC's when the containers are available if the source is still in operation. *Any seasonal sources that are not used during a compliance period must obtain an extension of the monitoring compliance period from DOH (see note above).*

7 Documentation and Record Keeping

Chlorination station dosing and turbidity sample results are reported monthly to the DOH on the Chlorination Plant & Turbidity Report form provided by DOH. Copies of the Chlorination Plant & Turbidity Report will be maintained at the Maintenance and Operation facility for five years minimum, before disposal (per WAC 246-290-480). Records of corrosion control facility discharge pH levels are recorded and maintained at the Maintenance and Operation facility for a minimum of twelve (12) years in accordance with CFR Title 40 Section 141.91. Results from bacteriological samples (coliform) collected from the distribution system will be kept on file at the Maintenance and Operation facility in files separated by year. After the five-year minimum maintenance period the results will be archived for a minimum of five additional years before disposal.

Original chemical analysis laboratory reports will be kept on file at the Maintenance and Operation facility in files separated by year. Chemical analysis reports are to be kept indefinitely (per WAC 246-290-480). On an annual basis, copies of the laboratory reports will be forwarded to the Water Quality Programs Coordinator for inclusion in a water quality database.

8 Plan Maintenance

This water quality monitoring plan will be reviewed and updated by the Water Quality Programs Coordinator as required every five years, or as needed based upon revisions to State or Federal regulations, changes to the water distribution system or significant changes to the plan.

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CJT

Attachments

Water System Monitoring Schedule

Monitoring Request Form

Procedures

WQM-01	Bacteriological (Coliform) Monitoring
WQM-02	Inorganic Chemical and Physical Parameter Monitoring
WQM-02a	Asbestos Monitoring
WQM-02b	Nitrate/Nitrite Monitoring
WQM-03	Trihalomethane Monitoring (Replaced by D/DBP Monitoring)
WQM-04	Volatile Organic Chemical Monitoring
WQM-05	Synthetic Organic Chemical Monitoring
WQM-06	Radionuclide Monitoring
WQM-07	Residual Disinfection Concentration Monitoring

Appendix

- A. 2005 – 2007 Monitoring Waiver Application
- B. Stage 1 Disinfectants / Disinfection Byproduct Rule Monitoring Plan

Water System Monitoring Schedule

	2002	2003	2004	2005	2006	2007	2008	2009	2010
Asbestos									
	State Waiver through 2010								
VOC-524.2									
S01 CCS		X	X				X		
S02 WHS		X	X				X		
S03 W#1	Not used	Not used	Not used	Not used	Not used	Not used	Not used		
S14 W#2	X		X	X	X	X	X		
S05 W#3A	Not used	Not used	Not used	Not used	Not used	Not used	Not used		
S06 W#5		X	X				X		
S07 W#4		X		X			X		
S08 W#3B	Not used	Not used	Not used	Not used	Not used	Not used	Not used		
S10 W#5A		X	X				X		
S13 W#5B				X		Not used			
S14 W#7		X	X		X	X	X		
S14 W#6	X	X	X	X	X	X	X		
Braunwood			X			X			
SOC-515.1									
S01 CCS		X	X						
S02 WHS		X	X						
S03 W#1	Not used	Not used	Not used	Not used	Not used				
S14 W#2			X	X					
S05 W#3A	Not used	Not used	Not used	Not used	Not used				
S06 W#5		X	X						
S07 W#4		X	X						
S08 W#3B	Not used	Not used	Not used	Not used	Not used				
S10 W#5A		X	X						
S13 W#5B									
S14 W#7		X	X						
S14 W#6		X	X						
Braunwood			X	X					
SOC-525.1									
S01 CCS		X	X						
S02 WHS		X	X						
S03 W#1	Not used	Not used	Not used	Not used	Not used				
S14 W#2			X	X					
S05 W#3A	Not used	Not used	Not used	Not used	Not used				
S06 W#5		X	X						
S07 W#4		X	X						
S08 W#3B	Not used	Not used	Not used	Not used	Not used				
S10 W#5A		X	X						
S13 W#5B									
S14 W#7		X	X						
S14 W#6		X	X						
Braunwood			X	X					

		2002	2003	2004	2005	2006	2007	2008	2009	2010
SOC-531.1										
S01	CCS		X	X						
S02	WHS		X	X						
S03	W#1	Not used	Not used	Not used	Not used	Not used				
S14	W#2			X	X					
S05	W#3A	Not used	Not used	Not used	Not used	Not used				
S06	W#5		X	X						
S07	W#4		X	X						
S08	W#3B	Not used	Not used	Not used	Not used	Not used				
S10	W#5A		X	X						
S13	W#5B									
S14	W#7		X	X						
S14	W#6		X	X						
Braunwood				X	X					
IOC										
S01	CCS		X	X	X		X			
S02	WHS		X	X	X		X			
S03	W#1		X	Not used	Not used	Not used	Not used			
S14	W#2		X	X	X	X	X			
S05	W#3A		X	Not used	Not used	Not used	Not used			
S06	W#5		X	X	X	X	X			
S07	W#4		X	X	X	X	X			
S08	W#3B		X	Not used	Not used	Not used	Not used			
S10	W#5A		X	X	X	X	X			
S13	W#5B					X	Not used			
S14	W#7		X	X	X	X	X			
S14	W#6		X	X	X	X	X			
Braunwood			X	X	X	X	X			
Nitrate										
S01	CCS		X	X	X	X	X			
S02	WHS		X	X	X	X	X			
S03	W#1		X	Not used	Not used	Not used	Not used			
S14	W#2		X	X	X	X	X			
S05	W#3A		X	Not used	Not used	Not used	Not used			
S06	W#5		X	X	X	X	X			
S07	W#4		X	X	X	X	X			
S08	W#3B		X	Not used	Not used	Not used	Not used			
S10	W#5A		X	X	X	X	X			
S13	W#5B					X	X			
S14	W#7		X	X	X	X	X			
S14	W#6		X	X	X	X	X			
Braunwood			X	X	X	X	X			

Monitoring Request Form

City of Auburn

Monitoring Request Form

Date: _____

Analysis requested: _____

Sample before: _____

Sources to be sampled:

System ID No. 03350V

Well #1	<input type="checkbox"/>	Source	
Well #2	<input type="checkbox"/>	Source	<input type="checkbox"/> CCTF discharge
Well #3A	<input type="checkbox"/>	Source	
Well #3B	<input type="checkbox"/>	Source	
Well #4	<input type="checkbox"/>	Source	<input type="checkbox"/> After Cl ₂
Well #5	<input type="checkbox"/>	Source	
Well #5A	<input type="checkbox"/>	Source	<input type="checkbox"/> After Cl ₂
Well #5B	<input type="checkbox"/>	Source	<input type="checkbox"/> After Treatment
Well #6	<input type="checkbox"/>	Source	<input type="checkbox"/> CCTF discharge
Well #7	<input type="checkbox"/>	Source	<input type="checkbox"/> CCTF discharge
Coal Creek Springs	<input type="checkbox"/>	Collection Box	<input type="checkbox"/> CCTF discharge
West Hill Springs	<input type="checkbox"/>	Collection Box	<input type="checkbox"/> After Cl ₂
Wells 2, 6 & 7	<input type="checkbox"/>	Well field	<input type="checkbox"/> CCTF discharge

System ID No. 03336E

Braunwood Well	<input type="checkbox"/>	Source	<input type="checkbox"/> Reservoir
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Special Directions: _____

.....

Date(s) samples collected: _____

Notes: _____

Procedures

COLIFORM MONITORING

Procedure: WQM-01
Prepared: December 30, 1999
Prepared by: Chris Thorn, Water Quality Programs Coordinator
Updated: March 4, 2008
Reference: Chapter 246-290 WAC, Effective April 9, 1999

Analysis: Coliform

Sampling Schedule: 52 samples from representative locations throughout the distribution system (including one from the Hidden Valley system) are analyzed each month. Sampling to be conducted at one quarter of the routine sample locations each week during the first four weeks of a month, to allow complete system sampling each month. Samples are collected Monday mornings and are transported to the laboratory by Utility staff.

Week 1	Sample locations A1 through A12
Week 2	Sample locations B1 through B14
Week 3	Sample locations C1 through C13
Week 4	Sample locations D1 through D13

In addition, weekly samples water are to be collected at the following locations:

- Coal Creek Springs collector vault
- West Hill Springs #2 collector vault
- After treatment at West Hill Springs
- After treatment at Coal Creek Springs
- After treatment at the corrosion control facilities
- At wholesale customer interties

Quarterly samples of untreated water are to be collected at each operating well.

Sampling Location: Collect one sample at each routine sample location. Confirmation samples, if required, are to be collected at a minimum, from the original sample location where the positive sample was collected, and within five active services upstream and downstream of the original sample location. Five (5) samples are required during the month following any coliform presence in the Hidden Valley system. A listing of routine and repeat sample locations are attached to this procedure document.

Coal Creek Springs collector vault, West Hill Springs #2 collector vault, after treatment at Coal Creek Springs and West Hill Springs, and after treatment at both corrosion control facilities.

Each operating source prior to treatment.

Method Information:

COLIFORM SAMPLING SITES

Water System Name: City of Auburn, System ID Number 03350V, 03336E
 Sampling Area: Valley Serv Area South of Main St. & Lakeland Hills, Braunwood Serv Area
 Prepared: 13-Oct-00
 Prepared By: Chris Thorn, Water Quality Programs Coordinator
 Updated: 30 June 05 CT

Site Number	Type	Location
A-1	Routine	1505 West Valley Hwy
	Repeat	1207 West Valley Hwy
	Repeat	1602 West Valley Hwy
A-2	Routine	3602 A ST SE
	Repeat	3414 A ST SE
	Repeat	4026 A ST SE
A-3	Routine	210 14th ST SE
	Repeat	218 14th ST SE
	Repeat	202 14th ST SE
A-4	Routine	404 26th St SE
	Repeat	412 26th ST SE
	Repeat	2614 D ST SE
A-5	Routine	710 47th ST SE
	Repeat	706 47th ST SE
	Repeat	722 47th ST SE
A-6	Routine	5110 Mill Pond DR SE
	Repeat	801 52nd ST SE
	Repeat	5018 Mill Pond DR SE
A-7	Routine	5503 Elizabeth AVE SE
	Repeat	5407 Elizabeth AVE SE
	Repeat	5521 Elizabeth AVE SE
A-8	Routine	4431 47th St SE**
	Repeat	4101 47th St SE
	Repeat	4512 Bridget AVE SE

COLIFORM SAMPLING SITES

Water System Name: City of Auburn, System ID Number 03350V, 03336E
 Sampling Area: Valley Serv Area South of Main St. & Lakeland Hills, Braunwood Serv Area
 Prepared: 13-Oct-00
 Prepared By: Chris Thorn, Water Quality Programs Coordinator
 Updated: 30 June 05 CT

Site Number Type Location

A-9	Routine	2001 36th ST SE
	Repeat	2002 36th ST SE
	Repeat	3320 V ST SE

A-10	Routine	2808 R PL SE
	Repeat	2817 R PL SE
	Repeat	2807 R PL SE

A-11	Routine	810 37th ST SE
	Repeat	918 37th ST SE
	Repeat	746 37th ST SE

A-12	Routine	921 H ST SE
	Repeat	918 H ST SE (White R Museum)
	Repeat	724 9th ST SE

A-13	Routine	5208 Nathan Loop SE
	Repeat	5128 Nathan Loop SE
	Repeat	5226 Nathan Loop SE

** Sampling site not located on residential service line. Site
 is 300 feet west of Braunwood well access road.

COLIFORM SAMPLING SITES

Water System Name: City of Auburn, System ID Number 03350V
Sampling Area: Valley Service Area North of Main St
Prepared: 13-Oct-00
Prepared By: Chris Thorn, Water Quality Programs Coordinator
Updated: 30 June 05 CT

Site Number Type Location

B-1	Routine	1025 W. Main ST
	Repeat	899 W. Main ST
	Repeat	1045 W. Main ST

B-2	Routine	1011 Pike St NW
	Repeat	1502 10th CT NW
	Repeat	1003 PIKE ST NW

B-3	Routine	2001 R ST NW
	Repeat	2101 R ST NW
	Repeat	1501 20th ST NW

B-4	Routine	3705 W. Valley Hwy
	Repeat	3615 W. Valley Hwy
	Repeat	3719 W. Valley Hwy

B-5	Routine	4430 B ST NW
	Repeat	4302 B ST NW
	Repeat	4450 B ST NW

B-6	Routine	21 49th ST NE
	Repeat	108 49th ST NE
	Repeat	29 49th ST NE

B-7	Routine	4002 Auburn Way N
	Repeat	3902 Auburn Way N
	Repeat	4020 Auburn Way N

B-8	Routine	1211 30th ST NE
	Repeat	1217 30th ST NE
	Repeat	1209 30th ST NE

COLIFORM SAMPLING SITES

Water System Name: City of Auburn, System ID Number 03350V
 Sampling Area: Valley Service Area North of Main St
 Prepared: 13-Oct-00
 Prepared By: Chris Thorn, Water Quality Programs Coordinator
 Updated: 30 June 05 CT

Site Number Type Location

B-9	Routine	2300 E ST NE
	Repeat	2113 E ST NE
	Repeat	2326 E ST NE

B-10	Routine	1905 19th DR NE
	Repeat	2005 19th DR NE
	Repeat	1810 19th DR NE

B-11	Routine	1212 12th ST NE
	Repeat	1208 12th ST NE
	Repeat	1302 12th ST NE

B-12	Routine	1101 D ST NE (Fire Dept)
	Repeat	340 15th ST NE
	Repeat	901 Auburn Way N

B-13	Routine	318 2nd St NE
	Repeat	322 2nd ST NE
	Repeat	312 2nd ST NE

B-14	Routine	408 V PL SE
	Repeat	414 V PL SE
	Repeat	406 V PL SE

COLIFORM SAMPLING SITES

Water System Name: City of Auburn, System ID Number 03350V
 Sampling Area: Lea Hill Service Area
 Prepared: 13-Oct-00
 Prepared By: Chris Thorn, Water Quality Programs Coordinator
 Updated: 30 June 05 CT

Site Number Type Location

C-1	Routine	31512 115TH PL SE
	Repeat	31512 116th AVE SE
	Repeat	31506 115th PL SE

C-2	Routine	11655 323rd PL SE
	Repeat	11643 323rd PL SE
	Repeat	11803 323rd PL SE

C-3	Routine	31914 120th PL SE
	Repeat	31922 120th PL SE
	Repeat	31906 120th PL SE

C-4	Routine	12444 318th Way SE
	Repeat	12436 318th Way SE
	Repeat	31709 125th PL SE

C-5	Routine	13006 305th PL SE
	Repeat	13002 305th PL SE
	Repeat	13021 305th PL SE

C-6	Routine	30038 125th CT SE
	Repeat	30021 125th CT SE
	Repeat	30022 125th CT SE

C-7	Routine	30510 122nd PL SE
	Repeat	30518 122nd PL SE
	Repeat	30420 122nd PL SE

C-8	Routine	11517 305th PL SE
	Repeat	11522 305th PL SE
	Repeat	11511 305th PL SE

COLIFORM SAMPLING SITES

Water System Name: City of Auburn, System ID Number 03350V
Sampling Area: Lea Hill Service Area
Prepared: 13-Oct-00
Prepared By: Chris Thorn, Water Quality Programs Coordinator
Updated: 30 June 05 CT

Site Number Type Location

C-9	Routine	30121 114th PL SE
	Repeat	30115 114th PL SE
	Repeat	30211 114th PL SE

C-10	Routine	10823 292nd AVE SE
	Repeat	10803 292nd AVE SE
	Repeat	10827 292nd AVE SE

C-11	Routine	29309 112th AVE SE
	Repeat	29222 112th AVE SE
	Repeat	29401 112th AVE SE

C-12	Routine	10804 299TH PL. SE
	Repeat	29909 108th AVE SE
	Repeat	10891 299th PL SE

C-13	Routine	10417 301st ST SE
	Repeat	10422 301st ST SE
	Repeat	10411 301st ST SE

COLIFORM SAMPLING SITES

Water System Name: City of Auburn, System ID Number 03350V
 Sampling Area: Academy Service Area and SW Lea Hill
 Prepared: 13-Oct-00
 Prepared By: Chris Thorn, Water Quality Programs Coordinator
 Updated: 30 June 05 CT

Site Number	Type	Location
D-1	Routine	2820 V CT SE
	Repeat	2816 V CT SE
	Repeat	2836 V CT SE
D-2	Routine	2705 Forest Ridge DR SE
	Repeat	2650 Forest Ridge DR SE
	Repeat	2750 Forest Ridge DR SE
D-3	Routine	3501 Auburn Way S, #1
	Repeat	3545 Auburn Way S
	Repeat	3501 Auburn Way S #5
D-4	Routine	5413 33rd ST SE
	Repeat	5420 33rd ST SE
	Repeat	5401 33rd ST SE
D-5	Routine	3615 Orchard ST SE
	Repeat	3611 Orchard ST SE
	Repeat	6316 37th ST SE
D-6	Routine	5705 37TH ST. SE
	Repeat	5819 37TH ST.SE
	Repeat	3706 Lemon Tree Lane
D-7	Routine	2015 Fir ST SE
	Repeat	2005 Fir ST SE
	Repeat	3030 21st ST SE
D-8	Routine	3022 Scenic DR SE
	Repeat	3028 Scenic DR SE
	Repeat	3008 Scenic DR SE

COLIFORM SAMPLING SITES

Water System Name: City of Auburn, System ID Number 03350V
Sampling Area: Academy Service Area and SW Lea Hill
Prepared: 13-Oct-00
Prepared By: Chris Thorn, Water Quality Programs Coordinator
Updated: 30 June 05 CT

Site Number Type Location

D-9	Routine	32013 104th PL SE
	Repeat	32003 104th PL SE
	Repeat	32201 104th PL SE

D-10	Routine	32313 105th PL SE
	Repeat	32323 105th PL SE
	Repeat	10528 323rd ST SE

D-11	Routine	32307 111th PL SE
	Repeat	32313 111th PL SE
	Repeat	11007 322nd ST SE

D-12	Routine	11307 313th PL SE
	Repeat	11315 313th PL SE
	Repeat	11209 313th PL SE

D-13	Routine	31423 Lea Hill RD
	Repeat	31261 Lea Hill RD
	Repeat	31929 Lea Hill RD

INORGANIC CHEMICAL AND PHYSICAL PARAMETER MONITORING

Procedure: WQM-02
Prepared: December 30, 1999
Prepared by: Chris Thorn, Water Quality Programs Coordinator
Updated: June 12, 2006
Reference: Chapter 246-290 WAC, Effective April 9, 1999
40 CFR 141.23 (a) – (j) and 40 CFR 141.62

Analysis: Primary chemical substances include antimony, arsenic, asbestos (see Asbestos Monitoring Procedure), barium, beryllium, cadmium, chromium, cyanide, fluoride, mercury, nickel, nitrate (as N), nitrite (as N), selenium, sodium, and thallium. Secondary chemical substances and physical parameters include chloride, color, hardness, iron, manganese, specific conductivity, silver, sulfate, turbidity, total dissolved solids (required if specific conductivity is >700 umhos/cm), and zinc. Analytical method varies dependant on parameter.

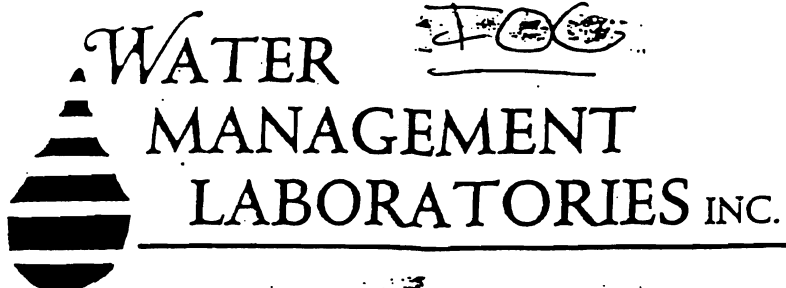
Sampling Schedule: One round of samples collected every 12 months during the month of July.

Sampling Location: Collect one sample at each entry point to the distribution system after treatment (if applicable).

Auburn Water Division System 03350V		
DOH ID	Name	Sample Point
S01	Coal Creek Springs	Howard Road CCTF-EP
S02	West Hills Springs	EP
S03	Well No. 1	EP
S05	Well No. 3A	EP
S06	Well No. 5	EP
S07	Well No. 4	EP
S08	Well No. 3B	EP
S10	Well No. 5A	EP
S13	Well No. 5B	EP
S14	Well No. 2 Well No. 6 Well No. 7	Fulmer Field CCTF-EP
Hidden Valley System 03336E		
DOH ID	Name	Sample Point
S01	Hidden Valley Well	EP

Method Information:

Confirmation Samples: If a sample exceeds the nitrate or nitrite maximum contaminant level (MCL) a confirmation sample collected at the same location must be taken within 24 hours of receipt of notification of analytical results of the first sample. If



INORGANIC CHEMICAL SAMPLING

1. For the complete inorganic chemistry, one quart of water is needed. Cubitainer needs to be blown up like a balloon before filling. Breath will not affect the chemical tests.
2. A cubitainer must be used for all official samples. Washed food quality glass or plastic jars are accepted, although not recommended for taking official samples.
3. Take the sample as near to the source as possible, such as an outside tap near the well.
4. If the water is not used daily, allow the water to run at least 15 minutes to make sure the plumbing is not going to influence the results.
5. Container must be filled completely.

Sample must be cold and received at laboratory within 48 hours of sampling.

**1515 80th St E * Tacoma, WA 98404
(253) 531-3121**

Updated: 6-98

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b:\inorgani

ASBESTOS MONITORING

Procedure: WQM-02a
Prepared: December 30, 1999
Prepared by: Chris Thorn, Water Quality Programs Coordinator
Updated:
Reference: Chapter 246-290 WAC, Effective April 9, 1999
40 CFR 141.23 (a) – (j) and 40 CFR 143.4

Analysis: Asbestos by Transmission Electron Microscopy

Sampling Schedule: One sample every 36 months.

Sampling Location: Collect one sample at a tap served by asbestos-cement pipe.

Site	Location
Routine	309 – 49 th St NE
Routine	29709 – 110 th Ave SE
Routine	11028 SE 295 th St

Method Information: Use sample kits/instructions provided by Lab/Cor, Inc. (206) 781-0155.
Instructions follow.

Lab/Cor Sampling Guide

The following materials are enclosed:

1. Sampling Instructions
2. WSI Forms
3. Additional labels

Lab/Cor, Inc.

A Professional Service Corporation in the Northwest

INSTRUCTIONS FOR THE COLLECTION OF SAMPLES FOR DRINKING WATER ANALYSIS

To help us serve you better, the following information is requested from you before sending water samples to our laboratory. Please check the appropriate box which applies to why you are testing your drinking water:

- ☐ To comply with State and Federal regulations for Public Water Systems. If so, then you will have to complete the enclosed WSI form. The results of the test will be reported to the State and Regional offices on this form and a copy will be sent to you.
- ☐ For your own information or concern. You only need to fill out your name, address and phone number on the WSI form. We will report results directly to you, however, we will send reports to other locations or agencies if you indicate so in the "Remarks" box on the form.

Introduction

You have received a sampling kit from Lab/Cor, Inc. which contains precleaned, certified asbestos-free polyethylene containers, labelled ziplock baggies, specific instructions dealing with issues of sampling for drinking waters suspected of containing asbestos, gelpacks for cooling samples after collection and a WSI form to fill out before sample delivery to the laboratory. You do not have to fill in the "Lab Number" box, this will be done at the laboratory. Each bottle has been precleaned, tested for residual asbestos content and sealed before leaving the laboratory. You should not break the seal until you are ready to begin your collection of water samples to prevent accidental contamination of the bottle with foreign asbestos particulate.

Types of Samples

Water samples may be collected from several distribution sources including wellheads, water taps, residential faucets, fire hydrants, city mains, groundwaters, water treatment effluents, etc. If there is a potential for hazardous chemicals, radiological or biological agents in the sample, you must warn us by indicating the suspected potential in the "Remarks" box or by letter which accompanies the samples. In general, if it is a public drinking water, you do not have to make any comments.

Collection of Samples

- ▶ Water is allowed to flow through the system until the temperature of the sampling water stabilizes.
- ▶ Two (2) samples are taken from the same source and sent to the laboratory. We analyze one of the samples and retain the other as a backup.
- ▶ Fill the sample only until it reaches the 800 ml line on the bottle to leave enough airspace for agitation at the laboratory during preparation. Grasp the bottle at the neck for accurate measurement of volume.
- ▶ Write the sample reference number, location, date and time of collection on the plastic ziplock bag and any specific information such as sample conditions, etc. Use indelible ink, if possible.
- ▶ Cap the bottle, place in the properly labelled baggie and seal. Two bottles from the same source are placed in one baggie.

Transportation of Samples

- ▶ Samples should immediately be sent to Lab/Cor, Inc. with the attached WSI form(s) and any other information that may be pertinent. Gel packs should be placed in between rows of bottles.
- ▶ Samples should arrive at the laboratory within 24 hours of collection so that the laboratory can process the water within 48 hours of the time of collection.

Samples arriving past the 48 hour window will be prepared using UV/ozone to destroy organics and will incur an additional charge. If sample arrival is expected later than 24 hours, please notify the laboratory so we may expedite sample processing.

HELPFUL HINTS IN FILLING OUT THE WATER SAMPLE INFORMATION (WSI)
FORM

The following sections apply to you, the sample collector:

PWS System ID Number: (DOH assigned six digit number)

PWS System Name: Water system/ utility name

Date Collected: Date of sample collection

DOH Source Number: The DOH identification number of the actual water source(s) sampled by you (examples: S01, S02,..., S89). When multiple or special sampling locations are indicated, the following special Source Number codes should be used:

- 92 - Flowing Distribution Sample:** Used for distribution based treatment and chemical monitoring.
- 93 - Standing Distribution Sample:** Lead/copper distribution based sampling source number. Occasionally individual sources number are used for lead/copper water quality studies.
- 95 - Composite Sample:** Laboratory composited sample used for SDWA chemical monitoring; must include individual source numbers under the multi-source code. VOC's can composite up to 5 sources from the same system and SOC's up to 3 sources. When this source code is used, the multi-source field must be completed.
- 96 - Blended Sample:** A multi-source sample taken by the water system at a point after treatment and prior to entry to the distribution system reflecting equally blended water sources. Up to 5 sources can be blended by a water system. When this source code is used the multiple-source field must be completed.
- 00 - Coliform Sample:** (Standard Coliform sample source code)

Multiple Sources: This is a listing of the individual sources sampled to make either a composite sample (S95) or a blended sample (S96). This is a required field whenever these two source codes are used. (Not required for distribution sampling (S00, S92, S93)),

Sample Type: The following are possible sample type codes (required):

- D - Drinking Water Sample (COLI only)**
- R - Raw Water Sample (COLI only)**
- B - Before Treatment (Chemical)**
- A - After Treatment (Chemical)**
- U - Unknown (Chemical)**

Sample Purpose: The following are possible sample purpose codes (required):

R - Repeat Drinking Water Sample (COLI only)

B - Other Purpose (not used for compliance)

I - Investigate Sample

C - Compliance (most chemical monitoring samples)

County: County where water system/source is located.

Group A, B, or Other: Circle the appropriate water system classification. Use "Other" when reporting on private or other non-public water supplies. (Not a DOH required field).

Sample Location: This a "note" field indicating the specific location where the sample was collected. This could include a street address, local source name, or descriptive phrase such as pump house or wellhead. The description is provided by you on the water sample information sheet. This is a required field for all distribution samples (S00, S92, S93). This field should be completed for any source when information has been provided by you. For distribution samples where you have not provided any location information, the laboratory must enter: "no info provided".

Send Report To: Client mailing address (Not a DOH required field).

Bill To: Client billing address (Not a DOH required field).

ALL OTHER FIELDS ARE TO BE FILLED OUT BY THE TESTING LAB.

Lab/Cor, Inc.

A Professional Service Corporation in the Northwest

INORGANIC CHEMICALS (IOCS) REPORT FOR ASBESTOS EPA TEST METHOD - 100.1/100.2

System ID No:		System Name:	
Lab Sample No:		Date Collected:	DOH Source No: *
Multiple Source Nos:		Sample Type:	Sample Purpose:
Date Received:	Date Reported:	Supervisor:	
	Date Analyzed:	Analyst	
County:		Group: A B Other	
Sample Location:			
Send Report To:		Bill To:	

*Most ground water & spring sources will need to take a distribution sample for SDWA compliance. For these samples the source number "92" should be used and a sample location (address) must be included. Surface waters may be taken either as a distribution sample ("92") or an individual source sample.

DOH #	ANALYTES	RESULTS	UNITS	SRL	TRIGGER	MCL	EXCEEDS	
		EPA REGULATED					Trigger?	MCL?
119	ASBESTOS		MFL	7	7	7		

NOTES:

SRL (State Reporting Level): Indicates the minimum reporting level required by the Washington Department of Health (DOH).

Trigger Level: DOH Drinking Water response level. Systems with compounds detected at concentrations in excess of this level are required to take additional samples. Contact your regional DOH office for further information.

MCL (Maximum Contaminant Level): If the contaminant amount exceeds the MCL, immediately contact your regional DOH office.

NA (Not Analyzed): In the results column, indicates this compound was not included in the current analysis.

ND (Not Detected): In the results column, indicates this compound was analyzed and not detected at a level greater than or equal to the SRL.

<0.001: Indicates the compound was not detected in the sample at or above the concentration indicated.

TELEPHONE NUMBERS FOR ASSISTANCE

Questions regarding drinking water regulations, system monitoring requirements, and sampling information as to location, source type or method:

- | | |
|------------------|--|
| A. Belle Fuchs | SW Regional Office (360) 586-5179 |
| B. Steve Hulsman | NW Regional Office (206) 464-7962 |
| C. Scott Fink | Eastern Regional Office (509) 456-2475 |

Comments:

Phone:	Fax:
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NITRATE/NITRITE MONITORING

Procedure: WQM-02b
Prepared: December 30, 1999
Prepared by: Chris Thorn, Water Quality Programs Coordinator
Updated: June 12, 2006
Reference: Chapter 246-290 WAC, Effective April 9, 1999

Analysis: Nitrate (as N) and Nitrite (as N)

Sampling Schedule: Annual sampling in July.

Sampling Location: Collect one sample at the source after treatment.

Auburn Water Division System 03350V		
DOH ID	Name	Sample Point
S01	Coal Creek Springs	Howard Road CCTF-EP
S02	West Hills Springs	EP
S03	Well No. 1	EP
S05	Well No. 3A	EP
S06	Well No. 5	EP
S07	Well No. 4	EP
S08	Well No. 3B	EP
S10	Well No. 5A	EP
S13	Well No. 5B	EP
S14	Well No. 2 Well No. 6 Well No. 7	Fulmer Field CCTF-EP
Hidden Valley System 03336E		
DOH ID	Name	Sample Point
S01	Hidden Valley Well	EP

Method Information:

VOLATILE ORGANIC CHEMICAL MONITORING

Procedure: WQM-04
Prepared: December 30, 1999
Prepared by: Chris Thorn, Water Quality Programs Coordinator
Updated: June 12, 2006
Reference: Chapter 246-290 WAC, Effective April 9, 1999
40 CFR 141.24 (f)(1) – (f)(15) and 40 CFR 141.61 (a) (1) through (21)
1999 – 2001 SOC/VOC Chemical Monitoring Waiver(s)

Analysis: Test method 524.2
Trihalomethane monitoring is not included in this monitoring procedure.
See the Trihalomethane Monitoring Procedure.

Sampling Schedule: All sources are tested once every 36 months.

Sampling Location: Collect one sample at each entry point to the distribution system after treatment (if applicable).

Auburn Water Division System 03350V		
DOH ID	Name	Sample Point
S01	Coal Creek Springs	Howard Road CCTF-EP
S02	West Hills Springs	EP
S03	Well No. 1	EP
S05	Well No. 3A	EP
S06	Well No. 5	EP
S07	Well No. 4	EP
S08	Well No. 3B	EP
S10	Well No. 5A	EP
S13	Well No. 5B	EP
S14	Well No. 2 Well No. 6 Well No. 7	Fulmer Field CCTF-EP
Hidden Valley System 03336E		
DOH ID	Name	Sample Point
S01	Hidden Valley Well	EP

Method Information:

Confirmation Samples:



VOC SAMPLING **BY METHOD 524.2**

This kit contains a pair of gloves, 3 vials (2 clear & 1 amber) in a foam holder and a capped test tube with 3 small vials. **CAUTION: THE SMALL VIALS CONTAIN DILUTE HYDROCHLORIC ACID. GLOVES MUST BE WORN WHEN HANDLING THESE VIALS. WE STRONGLY RECOMMEND THE USE OF SAFETY GLASSES TO PROTECT YOUR EYES** (these are not included). If you spill Hydrochloric Acid on yourself, wash the affected area with water for 10 minutes. The amber vial contains pure water to be used as a Field Blank. **Do not** open the Field Blank until instructed in step 6.

1. Samples must be collected in duplicate.
2. If the source **is not** treated, take the sample as close as possible to the source. If **treated**, take sample after treatment.
3. Do not rinse out the vials, they contain Ascorbic Acid. **Ascorbic Acid is not a health hazard.**
4. If sampling from a water tap or faucet, turn on and let run for 10 minutes to allow the water temperature to stabilize. Turn flow down to a thin steady stream. Fill the vials completely, then fill the cap with water and close. There should be no air bubbles in the vials.
5. If sampling a pond, stream, or lake, dip a clean 1 quart glass bottle below the surface, then fill the vials.
6. Shake the vials till all Ascorbic Acid is dissolved, then place upright in a stable position. Using the gloves provided, remove the lid from 1 vial. Then take 1 of the small vials and remove it's cap. **Using caution to avoid splashing**, slowly lower the uncapped small vial into the larger vial. Immediately cap the larger vial and place small vial cap back in test tube and return both to lab with sample. Repeat to the remaining 2 vials, **including** Field Blank.

Keep samples cold, 4°C (39°F). Samples must be kept cold during storage and shipment. **Any sample older than 7 days or the Field Blank expiration date, is not cold, or with air bubbles cannot be accepted.**

MSDS for Hydrochloric Acid (HCl) on reverse side of these instructions.

MATERIAL SAFETY DATA SHEET (in compliance with 29CFR 1910.1200, OSHA Hazard Communication Standard)

HAZARDOUS INGREDIENTS IDENTIFICATION INFORMATION			SECTION I	
Hazardous Ingredients (CAS No.)	Concentration in Product	OSHA PEL	ACGIH TLV	
Hydrochloric Acid (7647-01-0)	5% HCl 95% Water	C 7mg/m ³	C 7mg/m ³	6 7mg/m ³
<p>Remainder of composition is either water or other non-hazardous substance(s) and/or hazardous ingredient(s) below reportable hazardous level(s).</p>				

PHYSICAL AND CHEMICAL DATA		SECTION II	
Melting Point, °C, approx.	0	Boiling Point, °C, approx.	100
Specific Gravity, approx.	1.0	Solubility in Water	Infinite
Description: Clear, pale green liquid, color-Hydrochloric Acid odor.			

FIRE AND EXPLOSION HAZARD DATA		SECTION III	
Flash Point, °C, approx.	N/A	Extinguishing Media	
Self-Heating Potential	N/A	Special Fire Fighting Procedures	
Unusual Fire and/or Explosion Hazards	N/A		

REACTIVITY DATA		SECTION IV	
Conditions under which reacts to form	50	Other normal conditions of use and storage.	
Avoids most metals, alkalis, active metals, cyanides, sulfides, sulfoxides, formaldehydes, metal oxides.			
Hazardous decomposition or byproducts: Hazardous polymerization will not occur.			

HEALTH HAZARD DATA		SECTION V	
Routes of Entry:	Inhalation	Yes	Skin
Carcinogenicity:	HTP	No	IAIIC: Monographs
Health Hazards:	OSHA regulated as		
Hydrochloric Acid solutions are corrosive. Target organs include: Respiratory System, skin, eyes. LD 50, Oral, Rat (HCL): 900mg/kg.			
Signs and Symptoms of Exposure			
Inflammation of nose, throat, cough, choking. Burns of eyes and skin. Dermatitis, erosion of teeth.			
Medical Conditions Generally Aggravated by Exposure			
Chronic Respiratory Disease, Pre-existing Eye Problems, Pre-existing Skin Disorders.			
Emergency and First Aid Procedures			
In all cases seek qualified evaluation.			
EYE CONTACT: Irrigate immediately with large quantities of running water.			
SKIN CONTACT: Water flush immediately. Remove any contaminated clothing.			
INHALATION: Remove to fresh air. Give artificial respiration if necessary.			
INGESTION: Dilute immediately with water or milk. Do not induce vomiting. Get Medical Help.			
PRECAUTIONS FOR SAFE HANDLING AND USE		SECTION VI	
Steps to be Taken in Case Material is Released or Spilled			
Cover contaminated surface with Sodium Bicarbonate or soda ash-slushed lime mixture (50 mix) and add water if necessary to form slurry. Scoop up slurry and wash down the drain with excess water. Wash site with soda ash solution.			
Waste Disposal Method			
Add slowly to agitated solution of soda ash and slaked lime. Flush neutralized solution to drain with excess running water.			
Precautions to be Taken in Handling and Storing			
Store away from incompatible materials.			
CONTROL MEASURES		SECTION VII	
Ventilation/Respiratory Protection: Natural room ventilation is adequate.			
Eye Protection: Safety glasses with side shields, or goggles.			
Protective Gloves: Rubber			
Other Protective Clothing or Equipment: Lab Coat or Lab Apron.			
Work Hygiene Practices: Wash hands after handling this or any other chemical before eating, drinking or smoking.			

When handled properly by qualified personnel, this product described herein does not present a significant health or safety hazard. Because of the relatively low volume of this product that will be dispersed or used at a time, alteration of its characteristics by CO₂ evolution, evaporation, addition of other substances, or other means may prevent hazards not specifically addressed herein and which are evaluated by the user. The information furnished herein is believed to be accurate and represents the best data currently available. Warranty, expressed or implied, is made and WATER MANAGEMENT, L.A.S. assumes no legal responsibility or liability and resulting from its use.

SYNTHETIC ORGANIC CHEMICAL MONITORING

Procedure: WQM-05
Prepared: December 30, 1999
Prepared by: Chris Thorn, Water Quality Programs Coordinator
Updated: June 12, 2006
Reference: Chapter 246-290 WAC, Effective April 9, 1999
40 CFR 141.24 (h)(1) – (h)(11), 40 CFR 141.40 (a) – (e) and 40 CFR
141.61 (c) (1) - (33)
1999 – 2001 SOC/VOC Chemical Monitoring Waiver(s)

Analysis: Test Methods 515.1, 525.1 and 531.1

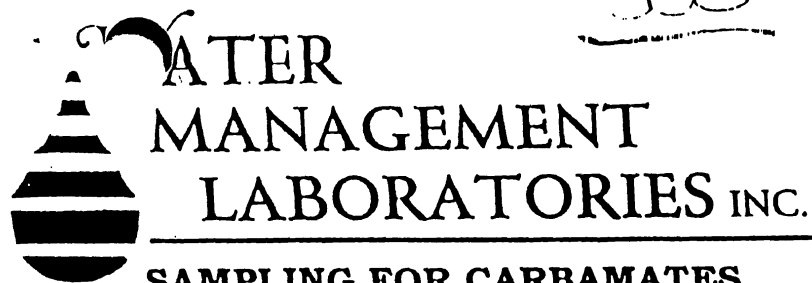
Sampling Schedule: Collect two (2) quarters of samples at all sources every 36 months, in July.

Sampling Location: Collect one sample at each entry point to the distribution system after treatment.

Auburn Water Division System 03350V		
DOH ID	Name	Sample Point
S01	Coal Creek Springs	Howard Road CCTF-EP
S02	West Hills Springs	EP
S03	Well No. 1	EP
S05	Well No. 3A	EP
S06	Well No. 5	EP
S07	Well No. 4	EP
S08	Well No. 3B	EP
S10	Well No. 5A	EP
S13	Well No. 5B	EP
S14	Well No. 2 Well No. 6 Well No. 7	Fulmer Field CCTF-EP
Hidden Valley System 03336E		
DOH ID	Name	Sample Point
S01	Hidden Valley Well	EP

Method Information:

Confirmation Samples:



SAMPLING FOR CARBAMATES BY METHOD 531.1

1. You will receive 2 small glass vials with white caps that have a soft plastic liner. One vial is full; this is a field blank. **DO NOT OPEN THIS**, it is for quality control.
2. If sampling from a water tap or faucet, turn the water on and let run to allow the water temp to stabilize. After the water has run for 10 minutes, turn the flow down to a thin steady stream and take the samples.
3. If sampling an open body of water such as a pond, stream, or lake first dip a clean 1 quart glass bottle 6 to 12 inches below the surface. From this 1 quart container fill vials.

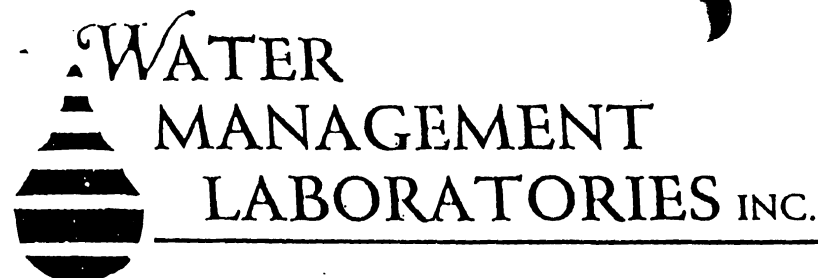
After taking the samples, chill to 4°C (39°F). Samples must be kept cold during storage and shipment. Any sample that is older than 7 days or is not cold can not be analyzed.

**1515 80th St E * Tacoma, WA 98404
(253) 531-3121**

Updated: 6-98

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SAMPLING FOR HERBICIDES & PESTICIDES (SOC) BY METHODS 515.1 & 525.2

1. You will receive 2-4 quart bottles with white caps. One bottle is labeled FIELD BLANK. **DO NOT OPEN THIS BOTTLE!** Simply take it with you to the sampling site and return unopened.
2. If source is not treated, take the sample as close as possible to the source. If **treated**, take sample after treatment before distribution.
3. **DO NOT** rinse out the bottles. Turn the water on. Let run for 10 minutes, reduce to a steady stream, fill directly to overflowing and cap. Small air bubbles are acceptable. 1 bottle is for Herbicide (515.1) and 2 bottles are for Pesticide (525.2).
4. If sampling surface water such as a pond, stream or lake, dip the bottle 6" to 12" below the surface. If necessary, use a thoroughly cleaned glass container to transfer sample into the bottle. Please inform us if this was done.

Samples must be kept cold. Any sample older than 2 days and/or is not cold cannot be analyzed.

**1515 80th St E * Tacoma, WA 98404
(253) 531-3121**

Updated: 6-98

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RADIONUCLIDE MONITORING

Procedure: WQM-06
Prepared: December 30, 1999
Prepared by: Chris Thorn, Water Quality Programs Coordinator
Updated: June 12, 2006
Reference: Chapter 246-290 WAC, Effective April 9, 1999

Analysis: Radium-226, Radium-228 and Gross Alpha Particle Activity

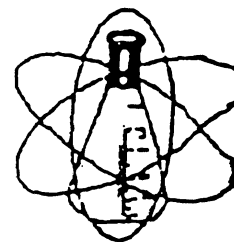
Sampling Schedule: Two samples every 36 months.

Sampling Location: Collect one sample at each source prior to treatment (as close to the source as possible).

Auburn Water Division System 03350V		
DOH ID	Name	Sample Point
S01	Coal Creek Springs	CB-SR
S02	West Hills Springs	SR
S03	Well No. 1	EP
S05	Well No. 3A	EP
S06	Well No. 5	EP
S07	Well No. 4	SR
S08	Well No. 3B	EP
S10	Well No. 5A	EP
S13	Well No. 5B	SR
S14	Well No. 2 Well No. 6 Well No. 7	SR
Hidden Valley Satellite System 03336E		
DOH ID	Name	Sample Point
S01	Hidden Valley Well	SR

Method Information: Use sample kits/instructions provided by the Washington State Public Health Laboratory (206) 361-2898. Instructions follow.

Fax Machine Location: Office of RADIATION LABORATORIES
Public Health Laboratories
1610 N. E. 150th Street MS: K17-9
Seattle, WA 98155-9701



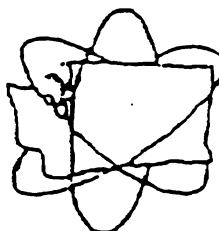
Fax Phone Number: Scan: 245-2899 or (206) 361-2899

**** FAX MESSAGE ****

TO: Chris Thorn Phone #: _____
FROM: DOH Phone #: 206) 361-2898
Number of Pages to Follow: 2 COMMENTS: General Instructions

For problems with messages from this machine call: (206) 361-2909.

*OUR MISSION: is the
protection of public health
and the environment through
quality analyses.*



Our Product is Service.

General Instruction for Sampling:

1. If you are sampling for Radon, please read the instructions on the back of this form.
2. For all other tests, proceed as follows:
Fill the container from your system near the primary source and replace the cap, making sure the container is tightly closed.

3. Package your sample in the box provided and send it to the lab.

If you have any questions, please call the laboratory at (206) 361-2896.

ANALYSES REQUESTED (PLEASE CHECK)

ANALYTE	COST	ANALYTE	COST
<input type="checkbox"/> Gross Alpha	\$ 57.00	<input type="checkbox"/> Strontium	\$ 208.00
<input type="checkbox"/> Gross Beta	\$ 57.00	<input type="checkbox"/> Cesium 134	\$ 99.00
<input type="checkbox"/> Gross Alpha & Beta	\$ 73.00	<input type="checkbox"/> Iodine 131	\$ 99.00
<input type="checkbox"/> Radium 226	\$ 78.00	SPAN UNREGULATED	
<input type="checkbox"/> Radium 228	\$ 78.00	<input type="checkbox"/> Uranium	\$ 109.00
<input type="checkbox"/> Tritium	\$ 57.00	<input type="checkbox"/> Radon	\$ 52.00

C Gross Alpha results greater than 5.0 pCi/L require an additional analysis for Radium. Gross Alpha results greater than 15.0 pCi/L require additional analyses for Radium-226 and Uranium. You will be contacted if additional analyses are required.

**INSTRUCTIONS FOR COLLECTION
AND SHIPMENT OF WATER SAMPLES FOR RADON ANALYSIS**

1. Samples should be collected from a non-aerated faucet (such as a bathtub faucet) or spigot. Use cold water only.
2. Select a clean container (approximately 1/2 gallon or larger) which is large enough to allow the sample bottle to be turned end for end inside the container. The container may be made of aluminum, plastic, glass, or stainless steel. Fill the container from the source and allow it to overflow gently.
3. Open the sample bottle and submerge it in the container with the mouth of the bottle pointed down.
4. Rotate the bottle so that it fills with water. Cap the bottle with the blue teflon-lined cap while the bottle is still under water, making sure that no air bubbles are trapped in the bottle and that the cap is on tightly. Write the date and time on the bottom of these instructions.
5. Wipe the bottle dry and place it in the shipment box provided.
6. Finish filling out the water sample information form (reverse side) and place the form in the shipment box with the sample.
7. It is important that your water sample be analyzed within three days after the sample is collected; therefore, please ship your sample to the laboratory as soon as possible.

If you have any questions please call David Robbins at (206) 361-2896.

Date of collection for this Radon sample: _____ Time: _____

RESIDUAL DISINFECTION CONCENTRATION MONITORING

Procedure: WQM-07
Prepared: December 30, 1999
Prepared by: Chris Thorn, Water Quality Programs Coordinator
Updated: June 12, 2006
Reference: Chapter 246-290-451 WAC, Effective April 9, 1999

Analysis: Total chlorine, free chlorine or combined chlorine.

Sampling Schedule: Daily, and at the same time as routine and repeat coliform sample collection.

Sampling Location: Chlorine dosing and concentration levels are sampled daily at the system chlorination sites. Chlorine residual samples are tested at the same location and time as routine and repeat coliform sample collection. See the Coliform Monitoring Plan for routine and repeat coliform sampling locations.

Auburn Water Division System 03350V		
DOH ID	Name	Sample Point
S01	Coal Creek Springs	Howard Road RCCTF-EP
S02	West Hills Springs	EP
S07	Well No. 4	EP
S10	Well No. 5A	EP
S13	Well No. 5B	EP
S14	Well No. 2 Well No. 6 Well No. 7	Fulmer Field CCTF-EP
Hidden Valley Satellite System 03336E		
DOH ID	Name	Sample Point
S01	Hidden Valley Well	EP

Method Information: Free chlorine is analyzed in the field with a Hach Company, Pocket Colorimeter™ using the DPD Method.

POCKET COLORIMETER™

Analysis System Instruction Manual

Chlorine (Cl₂)

Hach Company, 1991-1998. Printed in the U.S.A.
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tc/dk/sm 5/97 7ed
Rev. 1, 2/98

OPERATION

All instrument functions are performed using two keys and the digital display. For the normal operation of measuring the concentration of chlorine in the sample solution, a simple, five step procedure is performed as follows. This is a general procedure. When measuring actual samples for chlorine, follow the more detailed procedure on page 31 for free chlorine, page 43 for low range total chlorine or page 56 for high range total chlorine.

1. Fill a clean sample cell to the 10-mL mark with the blank solution (usually untreated sample). Fill another clean sample cell to the 10-mL mark with sample.
2. Add the contents of one pillow of the appropriate DPD Chlorine Reagent to the cell containing the sample. Cap and shake the cell for 20 seconds. This is the prepared sample.
3. Place the blank in the cell compartment. Cover the sample cell with the instrument cap as shown in Figure 3.

NOTE

When using the instrument cap as a light shield during measurements, place the cap with the curved surface toward the keyboard. This position will allow the cap to match the grooves in the instrument case to provide a good seal against stray light.

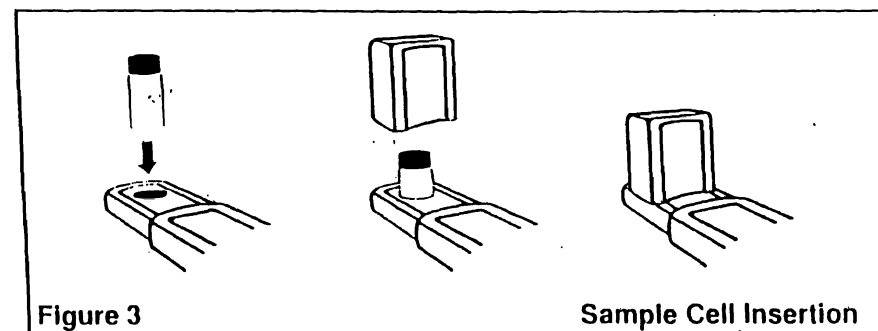


Figure 3

Sample Cell Insertion

4. Press the **ZERO** key. After approximately 2 seconds, the display will read:

5. Place the sample cell containing the prepared sample into the cell holder and cover with the instrument cap. Press the **READ** key. After approximately 2 seconds, the display will indicate the chlorine concentration in milligrams per liter (mg/L). For example: 1.15 on the display means 1.15 mg/L as Cl_2 .

NOTE

For accurate readings, make sure sample cells are wiped free of liquid or fingerprints. Any liquid entering the sample cell compartment can damage the instrument.

CALIBRATION

The Pocket Colorimeter instrument is factory calibrated to save you the time and expense required to construct your own calibration curve. It is ready for use without calibration by the user. See *USING SPECCHIEK™ SECONDARY STANDARDS* on page 61 to verify consistent instrument calibration.

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By testing a standard before calibration, you can calculate the difference between the instrument's readings and the expected values. This difference will indicate the shift in results for comparable samples when the calibration is adjusted.

Preparing a Chlorine Calibration Standard Solution

1. Snap the neck off a Chlorine Voluette Ampule Standard Solution.
2. Pipet 2.00 mL of chlorine standard from the Voluette Ampule into a 100-mL graduated cylinder.
3. Use the following formula to calculate the final volume of the diluted chlorine standard:
$$1.11 \times \text{concentration of chlorine standard in Voluette Ampule} = \text{final volume (mL)}$$
4. Using demineralized water, dilute the 2.00 mL of chlorine standard transferred to the graduated cylinder to the final volume calculated in Step 3. This is the chlorine standard working solution. Use this solution for calibration immediately-- the chlorine concentration will decrease with time.

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The instrument also will accept a user calibration if you have a regulatory official or agency requests that you use one. The following calibration section will show you how to perform your own calibration to meet these regulatory requests. Using the factory calibration, however, is generally recommended when permitted.

User-entered Calibration

The instrument accepts two user-entered, two-point calibrations. One calibration is for the 0 to 4.5 mg/L (high range) Total Chlorine test. The other calibration is for the 0 to 2.00 mg/L Free Chlorine and Total Chlorine tests.

To perform a user-entered calibration, make a chlorine standard solution (a sample of known chlorine concentration can be used). Then, use DPD reagents to develop the color in the solution or the sample. The chlorine concentration of the solution must be between 1.60 to 2.00 mg/L Cl_2 . In addition, the concentration of the prepared chlorine standard or sample must be determined with an alternate laboratory instrument such as a spectrophotometer, suitable colorimeter using DPD reagents, or by amperometric titration.

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This procedure should produce a final chlorine concentration of approximately 1.8 mg/L Cl_2 . Due to possible chlorine demand in the dilution water and other factors, the concentration may actually be higher or lower. Because of the difference between the planned and actual chlorine concentration, it is necessary to determine the chlorine concentration of the working chlorine standard with an alternate instrument or method. You can use the working chlorine standard as long as the chlorine concentration for the solution is between 1.60 to 2.00 mg/L Cl_2 .

INSTRUMENT CALIBRATION

1. Begin calibrating the Pocket Colorimeter instrument by ensuring it is in the correct range you wish to calibrate. To determine which range the instrument is in, press the **ZERO** or **READ** key and look at the display. The low range mode display will show 0.01 mg/L resolution. The high range mode display will show 0.1 mg/L resolution. The low range mode is used to calibrate the 0 to 2.00 mg/L Free Chlorine and Total Chlorine tests. The high range mode is used to calibrate the 0 to 4.5 mg/L Total Chlorine test. To change modes, press both the **ZERO** and **READ** keys.

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simultaneously. After one second, release the **ZERO** key and hold the **READ** key until "III" or "LO" appears in the display. Repeat until the instrument displays the desired mode. Release the key when the instrument is in the correct mode.

2. Press both the **ZERO** and **READ** keys simultaneously and hold them down for two seconds. The display will show "CAL", followed by a flashing "0".

3. Insert the blank into the cell holder. Cover the sample cell with the instrument cap (the blank is untreated sample water).

NOTE

Wipe all liquids off the sample cell. Any liquid entering the sample cell compartment can damage the instrument.

4. Press the **ZERO** key. The instrument will display "- - -" followed by "1.60".

5. Follow the appropriate colorimetric procedure to develop the color in 10 mL of the working standard solution. This is the prepared chlorine standard solution.

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NOTE

The following steps must be done quickly to prevent changes in the chlorine concentration which may affect calibration accuracy.

7. Press the **ZERO** or **READ** key to change (by scrolling up) the displayed "1.60" ("1.6" for high range) to the concentration value determined for the prepared chlorine standard solution. If you scroll up past the value, keep scrolling. The display will "wrap around" to 1.60 again. Pressing the **READ** key increases the display by hundredths, pressing the **ZERO** key increases the display by tenths.

8. Press both the **ZERO** and **READ** keys simultaneously and hold them until "Std" appears in the display.

9. For the *high range* calibration only- transfer at least 1 mL of the reacted chlorine standard solution from the 10-mL cell to a 1-cm sample cell.

For the *low range* calibration- use the 10-mL sample cell. Insert the reacted chlorine standard solution into the cell holder. Cover the sample cell with the instrument cap.

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6. Using 10-mL sample cells, measure the prepared chlorine standard solution concentration against a deionized water blank with an alternative instrument. The DR/2000, DR/2010, DR/3000 and DR/4000 will need the AccuVac adapter inserted into the cell holder to use the 10-mL round cell.

If you use amperometric titration, two aliquots of diluted chlorine standard are necessary. Develop the color in one 10-mL aliquot using the DPD chlorine reagents. Titrate the second aliquot using amperometric determination of the chlorine concentration. Use the concentration of the chlorine standard determined amperometrically along with the standard developed with DPD for instrument calibration.

If the prepared chlorine standard concentration is outside the range of 1.60-2.00 mg/L Cl_2 (1.6 to 2.0 mg/L for high range), make another dilution of the Chlorine Voluette Ampule Standard solution. Adjust the volume of the standard by the appropriate amount so the diluted chlorine standard falls within the specified range.

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10. Press the **READ** key. The instrument will compute the calibration and then display the value entered for the standard.

11. The calibration is complete. The instrument will use this calibration to determine the displayed concentration for future sample measurements. To exit from the calibration routine or return to the factory calibration, follow the instructions on page 23.

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Calibration Quick Reference

Step	Keystroke	Display
1. Turn power on	READ	---, then a number
2. Determine if in high or low range mode	ZERO	X.XX for low range, X.X for high range
3. Select desired range mode	ZERO & READ hold READ	Hi or LO
4. Select Calibration mode	ZERO & READ	CAL, then flashing 0
5. Place blank into cell holder	ZERO	---, then 1.60 or 1.6
6. Determine standard concentration by other means	---	---
7. Immediately scroll to concentration value	ZERO or READ	1.60, then scrolls up with key stroke
8. Enter std. concentration value	ZERO & READ	STD
9. Place standard in cell holder. Instrument exits calibration mode	READ	Shows standard concentration
10. To exit in middle of calibration mode	ZERO & READ ZERO & READ	STD ESC

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be in the low range mode. See Step 1 of *Instrument Calibration* to determine which mode the instrument is in.

2. To retrieve the factory calibration, press both the **ZERO** and **READ** keys simultaneously and hold them for three seconds. "CAL" will appear in the display, followed by a flashing "0".

3. While the display is flashing, press and hold the **READ** key for two seconds. The display will show "dFL" and the calibration mode is exited. "dFL" is displayed until the **ZERO** or **READ** key is pressed (which also performs the function of the pressed key) or until automatic shut-off occurs. The instrument will use the factory calibration to determine chlorine concentrations of measured samples.

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EXITING THE CALIBRATION ROUTINE

When the display flashes "0", or when "Std" appears in the display, exit the calibration routine by pressing both the **ZERO** and **READ** keys simultaneously and hold them for two seconds. The instrument exits to normal mode and "Esc" will appear and remain displayed until the **ZERO** or **READ** is pressed (this also performs the function of the pressed key) or until automatic shut-off occurs. The instrument uses the last completed user-entered calibration or the factory calibration if no user-entered calibration has been completed to determine sample chlorine concentrations.

To exit when "0" or "Std" are not displayed, press both keys until "Std" is displayed, then press both keys to exit. Or, let the instrument sit 10 minutes until it automatically shuts off.

RETRIEVING THE FACTORY CALIBRATION

1. If you have entered both a low and high range user-entered calibration, be sure the instrument is in the same range mode as the range you want to retrieve. To retrieve a low range factory calibration, the instrument must

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ERROR MESSAGES

When the instrument cannot perform the function initiated by the operator, an error message will appear in the display. Refer to the appropriate message information below to determine what the problem is and how it can be corrected. Resolve error messages in the order they appear on the display. Hach Service Centers are listed on page 29.

1. E-1--Unstable Reading

- Verify instrument cap is correctly sealed.
- Check for light blockage.
- Verify LED lights up when a key is pressed.
- Contact a Hach Service Center.

2. E-2--Low Light Error

- Check for light blockage.
- Verify LED lights up when a key is pressed.
- Contact a Hach Service Center.

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3. Low Battery Message

- Verify batteries are installed properly.
- Replace batteries.
- Contact a Hach Service Center.

4. E-4--EEPROM failure

- Verify low battery message (E-3) is not displayed before E-4.
- Contact a Hach Service Center.

5. E-5--EEPROM failure on zeroing function

- Verify low battery message (E-3) is not displayed before E-5.
- Contact a Hach Service Center.

6. E-6--EEPROM failure on calibration

- Verify low battery message (E-3) is not displayed before E-6.
- Contact a Hach Service Center.

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POCKET COLORIMETER INSTRUMENT PROCEDURES

Before testing, make sure the instrument is in the correct range mode. For the 0 to 2.00 mg/L Free and Total Chlorine tests, the instrument should be in the low (LO) range mode. The display will read to hundredths (0.00).

For the high range Total Chlorine test, the instrument should be in the high (HI) range mode. The display will show tenths (0.0).

To access the alternative range mode, press both the **ZERO** and **READ** keys simultaneously. After one second, release the **ZERO** key and continue to hold the **READ** key until the letters "HI" or "LO" appear in the display. These letters designate the calibration range the instrument will use to determine chlorine in samples.

7. E-7--Improper calibration

- Verify instrument cap is correctly seated.
- Check for light blockage.
- Verify LED lights when a key is pressed.
- Verify chlorine standard was measured after zeroing.
- Contact a Hach Service Center.

8. Flashing 0.00 (under range)

- Verify instrument cap is correctly seated.
- Check zero by reading a blank. If error recurs, re-zero the instrument.
- Contact a Hach Service Center.

9. Flashing 2.20 (over range in LO range)

- Overrange-- dilute and re-measure the sample.
- Check for light blockage.

10. Flashing 5.0 (over range in HI range)

- Overrange-- dilute and re-measure the sample.
- Check for light blockage.

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CHLORINE, FREE (0 to 2.00 mg/L Cl₂)

Method 8021

For water, wastewater and seawater

DPD Method*

USEPA accepted for reporting**

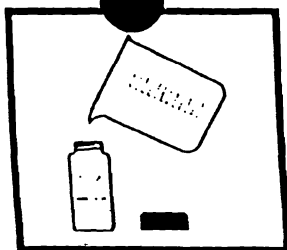
Measuring Hints

If the sample temporarily turns yellow after reagent addition, or the display shows overrange (flashing 2.20 in display), dilute a fresh sample and repeat the test. A slight loss of chlorine may occur because of the dilution. Multiply the result by the appropriate dilution factor.

*Adapted from *Standard Methods for the Examination of Water and Wastewater*

**Procedure is equivalent to USEPA method 330.5 for wastewater and Standard Method 4500-Cl G for drinking water.

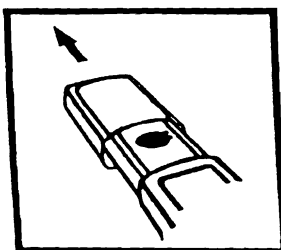
CHLORINE, FREE, continued



1. Fill a 10-mL cell to the 10-mL line with sample (the blank). Cap.

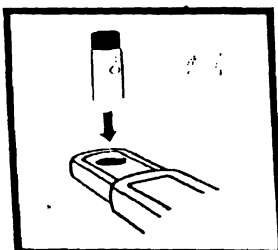
Note: Sample must be analyzed immediately and cannot be preserved for later analysis.

Note: Be sure the instrument is in the low range mode. See page 30.



2. Remove the instrument cap.

Note: For best results, zero the instrument and read the sample under the same lighting conditions.

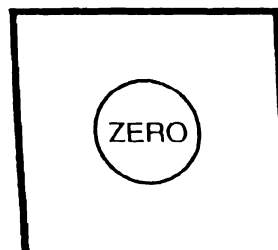


3. Place the blank in the cell holder, with the diamond mark facing you. Tightly cover the cell with the instrument cap (flat side should face the back of the instrument).

Note: Wipe liquid off sample cells.

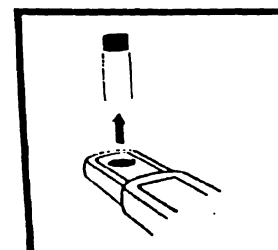
32

CHLORINE, FREE, continued

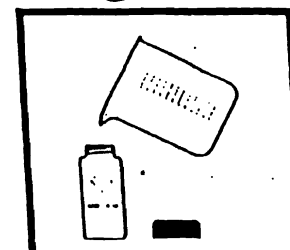


4. Press: **ZERO**
The instrument will turn on and the display will show - - - then 0.00

*Note: The instrument automatically shuts off after one minute and the last zero is stored in memory. Press **READ** to complete the analysis.*



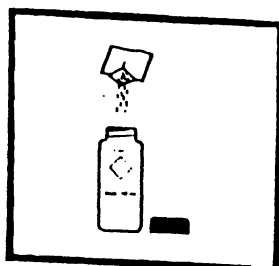
5. Remove the cell from the cell holder.



6. Fill a 10-mL cell to the 10-mL line with sample.

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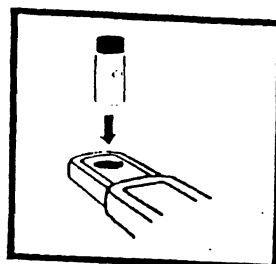
CHLORINE, FREE, continued



7. Add the contents of one DPD Free Chlorine Powder Pillow to the sample cell (the prepared sample). Cap and shake gently for 20 seconds.

Note: Accuracy is not affected by undissolved powder.

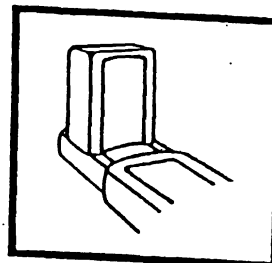
Note: Shaking dissipates bubbles which may form in samples with dissolved gases.



8. Within 1 minute after adding DPD to the sample, place the prepared sample in the cell holder.

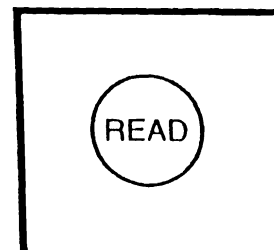
Note: A pink color will develop if chlorine is present.

Note: Wipe liquid off sample cells or damage to the instrument may occur.



9. Tightly cover the cell with the instrument cap (flat side should face the back of the instrument).

CHLORINE, FREE, continued



10. Press: **READ**
The instrument will show - - - followed by the results in mg/L. free chlorine.

Note: If the sample temporarily turns yellow after reagent addition, or shows over range (flashing 2.20), dilute a fresh sample and repeat

DPD Chlorine Reagent Powder Pillows and AccuVac Ampuls contain a buffer formulation that withstands high levels (at least 1000 mg/L) of hardness without interference.

REQUIRED REAGENTS

Description	Cat. No.
DPD Free chlorine Reagent Powder Pillows, 100/pkg.....	21055-69
OR	
DPD Free Chlorine Reagent AccuVac Ampuls, 25/pkg.....	25020-25

REQUIRED APPARATUS (AccuVac Ampuls)

Beaker, 50 mL, each	500-41
---------------------------	--------

OPTIONAL REAGENTS

Chlorine Standard Solution, Voluette	
Ampule, 50-75 mg/L, 10 mL, 16/pkg.....	14268-10
Chlorine Standard, secondary, SpecChek™,	
0.0, 0.2, 0.8 and 1.5 mg/L.....	26353-00
DPD Free Chlorine Reagent w/dispensing cap, 250 tests	21055-29

Potassium Iodide Solution, 30 g/L, 100 mL MDB*	343-32
Sodium Arsenite Solution, 5 g/L, 100 mL MDB.....	1047-32
Sodium Hydroxide Standard Solution, 1 N, 100 mL MDB.....	1045-32
Sulfuric Acid Standard Solution, 1 N, 100 mL MDB	1270-32
Water, demineralized, 4 L	272-56

OPTIONAL APPARATUS

AccuVac Snapper Kit, each	24052-00
Batteries, AAA, alkaline, 4/pkg.....	46743-00
Cap for 10-mL sample cell, 12/pkg	24018-12
Cylinder, graduated, 25 mL, poly, each	1081-40
Cylinder, graduated, 100 mL, PMP, each	2172-42
pH Meter, EC10 portable, each.....	50050-00
Pipet, TenSette, 0.1 to 1.0 mL, each	19700-01
Pipet Tips, For 19700-01 TenSette, 50/pkg	21856-96
Sample Cell, 10-mL with screw cap, 6/pkg.....	24276-06

*Marked Dropper Bottle

Appendix

Stage 1 Disinfectants / Disinfection Byproduct Rule

Monitoring Plan

System Information:

Name	Auburn Water Utility		
Address	1305 “C” Street SW Auburn, WA 98001		
Phone	(253) 876-1998		
System ID Numbers	City of Auburn	03350V	
	Braunwood	03336E	
Counties	King and Pierce		
System Manager	Allen Hunter, WSDOH Cert No. 9698		
Water Utility Engineer	Cynthia Lamothe, PE		
Prepared By:	Chris Thorn, Water Quality Programs Coordinator		
Preparation Date:	January 23, 2004		
Updated:	March 11, 2008		

Background:

The Stage I D/DBP rule requires the development of a "Monitoring Plan" as described in Federal regulations (40 CFR 141.132 (f)), and the Washington State Department of Health (WSDOH) regulations (Chapter 246-290 WAC). This monitoring plan must identify:

1. Specific locations and schedules for collecting samples for required parameters.
2. How the system will calculate compliance with Maximum Contaminant Levels (MCLs) and Maximum Residual Disinfectant Levels (MRDLs).
3. If approved for monitoring as a consecutive system, or if providing water to a consecutive system, under the provisions of 40 CFR § 141.29, the sampling plan must reflect the entire distribution system.

The Maximum Contaminant Level (MCL) is the highest level of a contaminant that is allowed in drinking water. The Maximum Residual Disinfectant Level (MRDL) is the maximum level of a disinfectant added for water treatment at which no known or anticipated adverse effect on the health of persons would occur, and which allows a margin of safety.

The City of Auburn operates and manages two water systems that utilize groundwater for sources of supply. The Auburn Water System serves a population of approximately 45,000 and wholesales water to the City of Algona, King County Water District Number 111 and Covington Water District. The Braunwood Satellite System serves approximately 30 people.

Treatment plants are listed in the following table.

System	Source	Description of Treatment
03350V	S01 Coal Creek Spring	Chlorine gas at headworks and pH adjustment at corrosion control treatment facility
03350V	S02 West Hill Springs	Chlorine gas at source
03350V	S07 Well #4	Chlorine gas at source
03350V	S14 (Well Field) Well #2 Well #6 Well #7	Chlorine (sodium hypochlorite) and pH adjustment at corrosion control treatment facility where sources are combined
03350V	S10 Well #5A	Chlorine (sodium hypochlorite) at source
03350V	S13 Well #5B	Chlorine (sodium hypochlorite) and iron and manganese removal at source
03336E	S01 Braunwood	Chlorine (sodium hypochlorite) at source

Update:

Sample results from 2004 were well below the concentrations that the WSDOH uses to determine whether a water system qualifies for reduced monitoring.

In 2004, the system 03350V Total Trihalomethanes (TTHM) annual average was 0.003 mg/L and the Haloacetic Acids (HAA5) annual average was 0.007 mg/L. The reduced monitoring trigger for

TTHM is an annual average of ≤ 0.040 mg/L and for HAA5 an annual average of ≤ 0.030 mg/L.

For system 03336E, both the TTHM and HAA5 in 2004 were non-detect. The reduced monitoring trigger for TTHM is an annual average of ≤ 0.020 mg/L and for HAA5 an annual average of ≤ 0.015 mg/L.

Based on these results, Auburn updated this plan in 2005 to reflect monitoring reductions allowed by the WSDOH.

Required Sampling:

Disinfectant Residual Monitoring

Chlorine Residual

MRDL = 4.0 mg/L as Cl₂

Disinfectant Byproduct Monitoring

Total Trihalomethanes (TTHM)

MCL = 0.080 mg/L

Haloacetic Acids (HAA5)

MCL = 0.060 mg/L

Scheduling:

Compliance monitoring began January 1, 2004.

- Disinfectant residual monitoring is to be performed monthly for both Auburn water systems, in association with currently mandated coliform monitoring.
- Starting in 2005, in accordance with the monitoring reduction allowed by the WSDOH, disinfectant byproduct monitoring will occur one (1) time per year during the month with the warmest water temperature (assumed to be August) in the City of Auburn water system (03350V). Disinfectant byproduct monitoring in the Braunwood satellite system (03336E) will occur one (1) time per year during the month with the warmest water temperature (assumed to be August).

Sampling schedule table:

System	Disinfectant Residual	Disinfection Byproduct
	Sample for Chlorine Residual	Sample for TTHM and HAA5
03350V – City of Auburn	Monthly	August
03336E - Braunwood	Monthly	August

Sampling Locations:

Disinfectant residual sampling will occur at all of the coliform monitoring sites identified in the City of Auburn Water Quality Monitoring Program. There are fifty-three (53) coliform monitoring sites utilized by the Water Utility.

Disinfectant byproduct sampling will occur at seven (7) locations in the City of Auburn water system (one (1) per treatment plant) representing the maximum residence time within the distribution system. Information used to select these sites includes system water age modeling, historic chlorine residual measurement data and existing sample station locations. Sites were selected that are located in different geographical regions of the water distribution system and also represent the different sources of supply.

The Braunwood satellite system will be sampled at a site representing the maximum residence time.

Disinfectant byproduct sample sites table:

System	Site Address	Auburn Site ID#*
03350V – City of Auburn	3705 West Valley Hwy N	B-4
	31512 115 th Pl SE	C-1
	2001 36 th St SE	A-9
	3615 Orchard St SE	D-5
	710 47 th St SE	A-5
	5208 Nathan Loop SE	A-13
03336E - Braunwood	4431 47 th St SE	A-8

*Site ID refers to coliform sampling stations identified in the Water Quality Monitoring Plan for the City of Auburn's Public Water Systems.

Compliance Calculation:

Disinfectant residual compliance is based on a running annual arithmetic average, computed quarterly, of monthly averages of all samples collected.

Disinfection byproducts compliance is based on a running annual arithmetic average, computed quarterly, of quarterly arithmetic averages of all samples collected.

The WSDOH will determine compliance utilizing disinfectant residual data provided by the City and disinfection byproduct data provided by the laboratory that analyzes the City's samples.

Reporting and Recordkeeping:

Disinfectant Residual Monitoring

The sample results on the Water Bacteriological Analysis form shall be tabulated and averaged monthly. This information shall be submitted to the WSDOH by the 10th day of the following month with the chlorination report form.

Disinfection Byproducts Sampling

Sample results will be reported directly to the WSDOH by the laboratory, so no reporting by the City is required.

H:\STAFFFILES\WQ\PROJECTS\WQPROG\DDPB STAGE 1\MONITORING PLAN

ATTACHMENT 9 OF THE MUNICIPAL WATER LAW

Reclaimed Water Potential Use Checklist



Est. Annual
Use

Est.
Annual
Savings

Crop Irrigation

- Trees
- Sod
- Nursery
- Pasture
- Irrigation of Food Crops

☐
☐
☐
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☐

Landscape Irrigation

- Cemeteries
- Freeway Landscapes
- Other Restricted Landscape Areas
- Golf Courses
- Parks
- Playgrounds
- Schoolyards
- Other Open Access Areas
- Residential Landscapes

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Ponds

- Landscape Impoundments
- Recreational Impoundments

☒
☐

Water Trucks

- Street Sweeping
- Fire fighting & protection
- Washing of Corporation Yards, Lots, and Sidewalks
- Dust Control (Dampening Unpaved Roads, Other
- Dampening Soil for Compaction (Construction Sites, Landfills, Pipelines, etc.)

☒
☒
☐
☐
☒

Other

- Toilet and Urinal Flushing
- Lift Stations
- Ship Ballast
- Fish Hatchery Basins
- Washing Aggregate and Making Concrete
- Flushing of Sanitary Sewers
- Industrial Boiler Feed
- Industrial Cooling
- Industrial Process

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Environmental Uses

- Streamflow Augmentation
- Aquifer recharge
- Wetland Mitigation
- Other

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*Other uses not listed above:

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DISTRIBUTION SYSTEM COST ESTIMATES

Table N.1 Pipe Improvements Projects - High Priority Comprehensive Water Plan City of Auburn					
Project Location	Pipe Length	Existing Pipe Diameter (in)	Proposed Pipe Diameter (in)	Project Cost	Year
Along 13th ST SE from B street to C street	134		8	\$ 27,675	2014
From D street and 22nd St SE, to the west	155	4	8	\$ 47,228	2014
Along E street from 4th to Park	171	4	8	\$ 52,103	2014
Along 2nd from E to D	235	6	8	\$ 71,603	2014
Along 15th Street, East of B Street	249	6	8	\$ 75,869	2014
Along 7th from A to B	294	4	8	\$ 89,580	2014
Along R street and 4th, south of 3rd	304	6	10	\$ 108,902	2014
Along 35th ST NE, west of Auburn Way N	347	6	8	\$ 105,729	2014
Along Poplar Street SE, south west of Auburn Way S	371	6	8	\$ 113,042	2014
Along View Drive, west of W Valley Highway	398	6	8	\$ 121,268	2014
In apartment complex North of 8th Street Between Harvey and Pike	406	4	8	\$ 123,706	2014
Along R street and 4th, south of 3rd	439	6	8	\$ 133,761	2014
At the Gildorey Elementary School	468	6	10	\$ 167,652	2014
Along 37th ST SE from M to O	495		8	\$ 102,232	2014
Along 111th and 291st, south from 290th	495	4	8	\$ 150,824	2014
From M street east in 600 block to apartment hydrant	500		8	\$ 103,265	2014

Table N.1 Pipe Improvements Projects - High Priority Comprehensive Water Plan City of Auburn					
Project Location	Pipe Length	Existing Pipe Diameter (in)	Proposed Pipe Diameter (in)	Project Cost	Year
Along 6th east of M	507		8	\$ 154,480	2014
Along 111th from 295th to 294th	510	4	8	\$ 155,394	2014
Along R street and 4th, south of 3rd	520	4	8	\$ 158,441	2014
Along 13th from A to B	538	4	8	\$ 163,926	2014
Along B street south from 29th ST	572	6	8	\$ 174,285	2014
Along 28th St SE from F street to I street	682	6	8	\$ 207,802	2014
Along 122 from 304th south	685	6	8	\$ 208,716	2014
Along 27th ST SE from F St to D St	880	6	8	\$ 268,131	2014
Along 49th between D and G streets	896	6	10	\$ 320,974	2014
Along 49th, east from G street	998		10	\$ 250,756	2014
Along Garden Ave, north of SE 320th ST	1072	6	8	\$ 326,633	2014
From 8th Street south on the west side of C street	1074		8	\$ 221,813	2014
Along N street from 2nd to 5th	1090	4	8	\$ 332,117	2014
Along Wyman Drive from 32nd SE to Maple Dr	1102	8	12	\$ 438,057	2014
Along Elm Street, south of Auburn Way S	1106	6	8	\$ 336,992	2014
Along S and T from R to 26th	1235	6 and 4	8	\$ 376,298	2014
At the Chinook Elementary school. The 8" lines could be connected to the 530 zone as an alternative	1244	8	10	\$ 445,638	2014

Table N.1 Pipe Improvements Projects - High Priority Comprehensive Water Plan City of Auburn					
Project Location	Pipe Length	Existing Pipe Diameter (in)	Proposed Pipe Diameter (in)	Project Cost	Year
Chinook Elementary School	1244	8	10	\$ 312,566	2014
Along Green River Blvd, south of SE 320th ST	1250	6	8	\$ 380,868	2014
From West Main St to Knickerbockers Drive along West Valley Highway North	1805	6	8	\$ 549,974	2014
East along Auburn Way South, then north along 148th.	3200		8	\$ 660,895	2014
From 295th to the northwest	3280	6	8	\$ 999,398	2014
TOTAL SHORT-TERM				\$ 9,038,590	
Along 13th ST between B and C	538	4	8	\$ 163,917	2028
Along 102 from approximate 10th to the end of the road	463	6	8	\$ 141,066	2028
East of A street at about 35th	587	8	10	\$ 210,269	2028
Into apartment complex south of SE 312 at 127th	558	8	12	\$ 221,799	2028
Between 130 and 132nd SE at approximately S 309th ST	697		8	\$ 143,943	2028
Along 118th, south of 304th	647	8	12	\$ 189,884	2028
TOTAL LONG-TERM				\$ 1,070,878	

Table N.2 Pipe Improvements Projects - Capacity Comprehensive Water Plan City of Auburn					
Project Location	Pipe Length	Existing Pipe Diameter (in)	Proposed Pipe Diameter (in)	Project Cost	Year
Along K from Fulmer Clearwell north to 8th and south to 4th	700	12	12	\$ 205,439	2014
Along K from Fulmer Clearwell north to 8th and south to 4th	710	12	20	\$ 317,912	2014
From Lakeland PS to Evergreen way	334	8	12	\$ 132,761	2014
TOTAL SHORT-TERM				\$ 656,111	
From 8th & R street to Reservoir 2	755	20	18	\$ 309,889	2028
TOTAL LONG-TERM				\$ 309,889	

Table N.3 Pipe Improvements Projects - Condition Comprehensive Water Plan City of Auburn					
Project Location	Pipe Length	Existing Pipe Diameter (in)	Proposed Pipe Diameter (in)	Project Cost	Year
ASBESTOS-CEMENT PIPE					
Along 108th Ave SE, from 293rd St to 295th St	223	8	10	\$ 79,811	2028
Along 298th St. SE, from 112th Ave SE to 111th Ave SE	271	6	8	\$ 82,624	2028
Along 298th St. SE, from 110th Ave SE to 109th Ave SE	359	6	8	\$ 109,331	2028
Along 11th St SE, from H St SE to I St SE	413	4	8	\$ 125,954	2028
Along 12th St NE, from Auburn Ave NE to I St NE	802	6	8	\$ 244,299	2028
Along 298th St. SE, from 110th Ave SE to 111th Ave SE	470	4	8	\$ 143,278	2028
Along 85th Ave S, from Auburn Way N to 284th St	1388	6	8	\$ 422,849	2028
Along 49th St N, from D St. NE to B St. NE	1658	8	10	\$ 593,783	2028
NE from 15th St SW near C St. SW	2127	8	10	\$ 761,849	2028
Along 108th Ave SE, from 298th St. SE to 299th St. SE	820	6	8	\$ 249,910	2028
Along 112th Ave SE, from 290th St. SE to 294th St. SE	1132	8	10	\$ 405,355	2028
Along Auburn Way N, from 49th St. NE to 43rd St. NE	2180	6	8	\$ 664,335	2028
Along L St SE and 8th St. SE from 12th St. SE to M St. SE	1515	6	8	\$ 461,464	2028
Along 111th Ave SE, from 299th St. SE to 297th St. SE, along 297th St. SE, from 111th Ave SE to 110th Ave SE, and along 110th Ave SE, from 297th St. SE to 298th St. SE.	1734	4	8	\$ 528,364	2028
TOTAL ASBESTOS-CEMENT PIPES				\$4,873,205	

Table N.3 Pipe Improvements Projects - Condition Comprehensive Water Plan City of Auburn					
Project Location	Pipe Length	Existing Pipe Diameter (in)	Proposed Pipe Diameter (in)	Project Cost	Year
AGED & UNDERSIZED PIPES					
Along 319th St SE, from 109th Ave SE to 119' west	119	4	8	\$ 36,186	2028
Extending from V St SE and 5th St SE to 132' south	150	8	10	\$ 53,776	2028
Along 2nd St SE, from N St SE to O St SE	144	4	8	\$ 43,986	2028
Along 118th Ave SE, from 316th St SE to 318th St SE	570	6	8	\$ 173,609	2028
Along 5th St NE from N Division St to A St NE	199	8	10	\$ 71,186	2028
Along 1st St NE, from U St NE to V St NE	199	4	8	\$ 60,684	2028
Along 2nd St SE, from Pike St SE to O St SE	260	4	8	\$ 79,182	2028
Along 2nd St NE, from C St NE to D St NE	233	6	8	\$ 70,900	2028
Along 29th St SE, from T St SE to U St SE	243	8	10	\$ 87,051	2028
Along 3rd St NE, from C St NE to D St NE	261	6	8	\$ 79,502	2028
Along R St SE, from E Main St to 3rd St SE	485	8	10	\$ 173,654	2028
Along 9th St SE from B St SE to 270' West	270	4	8	\$ 82,411	2028
Along U St NE from 19th Dr NE to 20th St NE	286	6	8	\$ 87,207	2028
Along 3rd St NE, from K St NE to M St NE	575	4	8	\$ 175,108	2028
Along S St SE, from 28th St Se to 27th St SE	303	6	8	\$ 92,197	2028
Parallel to A St SE, from 8th St SE to 13th St SE	1442	6	8	\$ 439,357	2028
Perpendicular to A St SE, between 7th and 8th St SE	348	6	8	\$ 105,915	2028

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Table N.3 Pipe Improvements Projects - Condition Comprehensive Water Plan City of Auburn					
Project Location	Pipe Length	Existing Pipe Diameter (in)	Proposed Pipe Diameter (in)	Project Cost	Year
Along Division St, from Main St to 2nd St SE	602	4	8	\$ 183,544	2028
Along 11th St SE, from B St SE to 350' west	351	6	8	\$ 107,075	2028
Perpendicular to I St NE, between 14th St NE and 15th St NE	378	2	8	\$ 115,113	2028
Along A St NW, from Main St to 3rd St NE	1014	6	8	\$ 308,952	2028
Along N Division St, from 5th St NE to 7th St NE	386	6	8	\$ 117,675	2028
Along 7th St NE from A St NE to B St NE	390	6	8	\$ 118,824	2028
Along N St SE, from 3rd St SE to 2nd St SE	409	4	8	\$ 124,585	2028
Along 10th St SE from B St SE to A St SE	461	4	8	\$ 140,495	2028
Along 316th St SE, from 118th St SE to 119th St SE	412	6	8	\$ 125,546	2028
Along private drive between 318th St SE and 319th St SE	447	4	8	\$ 136,323	2028
Along O St SE, from 2nd St SE to 3rd St SE	471	6	8	\$ 143,587	2028
Along R St NE, from 19th Dr NE to 20th St NE	497	6	8	\$ 151,486	2028
Along U St NE, from E Main St to 2nd St NE	479	6	8	\$ 145,959	2028
Loop around 17th Drive SE	792	4	8	\$ 241,389	2028
Along 28th St SE, from R St SE to M St Se	1260	6	8	\$ 383,998	2028
Along N St NE, from 6th St EN to 511' north	511	4	8	\$ 155,578	2028
Along Riverview Dr NE, from E Main St to 3rd St NE	871	6	8	\$ 284,371	2028
Along 28th Pl SE, from 26th St SE to 28th St SE	515	6	8	\$ 157,002	2028

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Table N.3 Pipe Improvements Projects - Condition
Comprehensive Water Plan
City of Auburn

Project Location	Pipe Length	Existing Pipe Diameter (in)	Proposed Pipe Diameter (in)	Project Cost	Year
Along N St SE, from 26th St SE to 28th St SE	519	6	8	\$ 158,073	2028
Along Pike St SE from 37th St SE to 38th St SE	519	6	8	\$ 158,188	2028
Along 26th St SE, from M St SE to O St SE	785	6	8	\$ 239,166	2028
Along 109th Ave SE, from 318th St SE to 320th St SE	540	6	8	\$ 164,667	2028
Along M St from 25St SE to 29th ST SE	1309	6	8	\$ 417,418	2028
Along L St SE, from 3rd St SE to 4th St SE	551	6	8	\$ 167,901	2028
Along 14th St SE, from B St SE to C St SE	554	4	8	\$ 168,755	2028
Along O St SE, from 26th St SE to 28th St SE	563	8	10	\$ 201,540	2028
Along O St NE, from E Main St to 2nd St NE	582	8	10	\$ 208,595	2028
Perpendicular to Auburn Way, parallel to 10th St NE	599	2	8	\$ 182,589	2028
Along E St SE, from E Main St to 3rd St NE	864	8	10	\$ 309,316	2028
Along T St SE, from E Main St to 4th St SE	1204	6	8	\$ 366,706	2028
Along V St SE, from 2nd St SE to 4th St SE	646	6	8	\$ 198,521	2028
Along J St SE, from E Main St to 4th St SE	1209	8	10	\$ 401,621	2028
Along N St NE, from E Main St to 2nd St NE	631	8	10	\$ 226,053	2028
Along 25th St SE, from D St SE to F St SE	632	6	8	\$ 192,564	2028
Along 22nd St SE from M St SE to R St SE	1276	6	8	\$ 388,831	2028
Along 31st St SE, from M St SE to R ST SE	1269	6	8	\$ 386,496	2028

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Table N.3 Pipe Improvements Projects - Condition Comprehensive Water Plan City of Auburn					
Project Location	Pipe Length	Existing Pipe Diameter (in)	Proposed Pipe Diameter (in)	Project Cost	Year
Along 4th St SE, from R St SE to V St SE	1268	6	8	\$ 388,191	2028
Along 24th St SE, from M St SE to R St SE	1264	6	8	\$ 385,243	2028
Along 315th St, from 108th Ave SE to 110th Ave SE	663	6	8	\$ 202,152	2028
Along 3rd St SE, from M St SE to R St SE	1280	6	8	\$ 390,054	2028
Along 34th St SE, along Pike St SE, and along 35th St SE	674	4	8	\$ 205,362	2028
Along 24th ST NE, from I St NE to M St NE	1386	6	8	\$ 422,237	2028
Along 23rd St SE, from M St SE to R St SE	1262	6	8	\$ 384,469	2028
Along Pike St NE, from 19th Dr NE to 22nd St NE	1266	6	8	\$ 385,725	2028
Along E Main St, from R St to Riverview Dr	1496	8	10	\$ 493,090	2028
Along Pike St NE, from E Main St to 4th St NE	1295	6	8	\$ 394,591	2028
Along 317th St SE, from 118th St SE to 119th St SE, and around 317th PI SE	707	6	8	\$ 215,450	2028
Along 21st St NE, from Pike St NE to Riverview Dr NE	1400	6	8	\$ 426,700	2028
Along 25th St SE, from K St SE to R St SE	1894	6	8	\$ 577,050	2028
Along 323rd PI SE, from 116th Ave SE to 1,319' east	1319	6	8	\$ 401,973	2028
Along R PI SE, from R St SE to 29th St SE	735	6	8	\$ 223,960	2028
Along Pike St SE, from E Main St to 3rd St SE	750	8	10	\$ 268,580	2028
Along 19th Dr NE, from Pike St NE to Riverview Dr NE	1478	6	8	\$ 450,254	2028

Table N.3 Pipe Improvements Projects - Condition Comprehensive Water Plan City of Auburn					
Project Location	Pipe Length	Existing Pipe Diameter (in)	Proposed Pipe Diameter (in)	Project Cost	Year
Along 318th St SE, from 118th St SE to 121st St SE	798	6	8	\$ 243,143	2028
Along 10th St NE, from Auburn Ave NE to I St NE	842	6	8	\$ 256,427	2028
Along 20th St NE, from U St NE to R St NE	981	6	8	\$ 299,040	2028
Along E St NE, from 23rd St NE to 26th St NE	866	6	8	\$ 263,721	2028
Along M St SE, from 21st St SE to 24th St Se	965	6	8	\$ 293,875	2028
Along K St NE, from E Main St to 4th St NE	1155	6	8	\$ 351,869	2028
Along 17th St NE from I St NE to M St NE	1185	6	8	\$ 360,932	2028
Parallel to Auburn Black Diamond Rd SE, from R St SE to 1302' east	1302	2	8	\$ 396,725	2028
Along 112th Pl SE from 116th Pl SE to 320th St SE	2280	8	10	\$ 816,620	2028
Along H St NE, from 8th St NE to 4th St NE	1423	6	8	\$ 433,500	2028
Along 118th St SE, along 319th St SE, and along 120th St SE to 318th St SE	1466	6	8	\$ 446,580	2028
Along 108th Ave SE, from 320th St SE to 312th St SE	2370	6	8	\$ 722,033	2028
Along Auburn Way N, from 28th St NE to 40th St NE	3839	8	10	\$ 1,375,063	2028
Miscellaneous Short Segments				\$ 67,014	2028
TOTAL AGED & UNDERSIZED PIPES				\$22,132,040	

PUBLIC WORKS EMERGENCY RESPONSE PROGRAM TOC

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21	2	CONTRACTORS - HAZARDOUS WASTE CLEANUP
22	2	CONTRACTORS - STORM SYSTEM, SEWER SYSTEM AND TANK CLEANING
23	2	<p>VENDORS AND SUPPLIERS - THREE (3) LISTS</p> <p>Pipe, Valves and Fittings Aggregate, Sand, Materials, and Concrete Motor Service Pumps and Motors Chlorination Equipment Chlorine Telemetry Fuel Water Sawdust Portable Toilets Sand Sandbag Distributors Government Sandbag Sources Disaster Supplies Barricades Fencing (Rental) Welding (Mobile)</p>

TAB	VOL	SUBJECT
24	2	<p>EQUIPMENT RENTAL COMPANIES</p> <p>Cummins Northwest, Inc. MP&E Star Rentals United Rentals</p>
25	2	<p>SANDBAG INFORMATION</p> <p>Washington State Military Department State Sandbag Bulk Distribution/Storage and Emergency Usage Policy Sandbag Techniques</p> <p>US Army Corps of Engineers Sandbagging Techniques</p> <p>Note: See Vendors and Suppliers (Tab 23) for purchase of sandbags</p>
26	2	<p>FORMS AND INFORMATION SHEETS</p> <p>Site Maps - Color Key - Map Page (8.5" X 11" to hang near site maps) Site Maps - Color Key (business cards to keep near work area) USGS News Release - Aftershocks Information (for residents and staff) Emergency Public Works Contract - Blank Copy (for staff) Emergency Purchases Log (for staff) Emergency Workorder List (for staff) Manual Purchase Orders (for staff)</p>

CROSS CONNECTION CONTROL PROGRAM



Water Operations

Cross-Connection Control Program

Purpose:

This document establishes minimum standards for the City of Auburn Cross-Connection Control Program to protect the public water system, as defined in WAC 246-290-010, from contamination via cross-connections. It describes minimum Cross-Connection Control Program operating policies, provides guidelines for installation, testing and maintenance of approved backflow prevention assemblies, permitting process, inspection and survey requirements for existing and new water service connections.

The City's proactive and ongoing Cross-Connection Control Program is an effort to protect the health of its consumers by preventing contaminants and pollutants from entering the public water supply. Washington State Department of Health, Division of Drinking Water requires all public water systems to implement a Cross-Connection Control Program. Elements of the city's Cross-Connection Control Program must be documented and included in the Comprehensive Water System Plan. Washington Administrative Code WAC 246.290.490 mandates Cross-Connection Control Programs contain the following minimum elements:

- Element 1: The purveyor shall adopt a local ordinance, resolution, code, bylaw, or other written legal instrument that:
 - (i) Establishes the purveyor's legal authority to implement a cross-connection control program;
 - (ii) Describes the operating policies and technical provisions of the purveyor's cross connection control program; and
 - (iii) Describes the corrective actions used to ensure that consumers comply with the purveyor's cross-connection control requirements.

The City of Auburn has adopted ordinance 5851 amending Auburn City Code Chapter 13.12 entitled "Protection of Water Supply" which establishes the City's authority for implementing the Cross-Connection Control Program.

The Federal Safe Drinking Water Act of 1974 and the statutes of the State of Washington, Title 43 RCW, require purveyors to protect the public water supply from contamination.

Enforcement of this Cross-Connection Control Program in the area(s) served by the City of Auburn Water will be in accordance with:

- Washington Administrative Code WAC 246-290-490, Cross-Connection Control, effective April 9, 1999;*
- Auburn City Code, ACC1.20.010 Right of entry for Inspection*
- Auburn City Code, ACC13.06.260 Service Premises Isolation*
- Auburn City Code, ACC13.12 Protection of Water Supply;*
- City of Auburn Water Division, Cross-Connection Control Program; and/or any subsequent revisions, together with any future manuals of standard practice pertaining to Cross-Connection Control approved by Washington State Department of Health, Division of Drinking Water.*

Consumers and/or premises violating any provisions of this document and/or subsequent revisions shall be subject to enforcement action such as, but not limited to, discontinuance (TURN OFF) of water service to the premises and/or a maximum penalty of \$250.00 each day.

- Element 2: The purveyor shall develop and implement procedures and schedules for evaluating new and existing service connections to assess the degree of hazard posed by the consumer's premises to the purveyor's distribution system and notifying the consumer within a reasonable time frame of the hazard evaluation results. At a minimum, the program shall meet the following:
 - (i) For connections made on or after April 9, 1999, procedures shall ensure that an initial evaluation is conducted before water service is provided;
 - (ii) For all other connections, procedures shall ensure that an initial evaluation is conducted in accordance with a schedule acceptable to the department; and
 - (iii) For all service connections, once an initial evaluation has been conducted, procedures shall ensure that periodic reevaluations are conducted in accordance with a schedule acceptable to the department and whenever there is a change in the use of the premises.

The City's Cross-Connection Control Program evaluation of new and existing connections is as follows: New connections must comply with the City's Construction Standards for water, Design Standards 7.01.2.1 Domestic Service, 7.01.2.2 Other Services (Irrigation), and 7.01.5.2 Fire Sprinkler Systems, Backflow Assembly Installation Standards (Technical Memo), and evaluated by the City's Cross-Connection Control Specialist during the permit and plan review process and before service is provided. Water service connection(s) to new consumers and/or premises shall be locked off until the City's Cross-Connection Control Specialist has conducted a risk assessment, and determine if the backflow

protection is commensurate with the degree of hazard. Existing connections are given a risk assessment by the City's Cross-Connection Specialist to determine if the backflow protection is commensurate with the degree of hazard. A preliminary assessment (site survey) is conducted of all industrial, commercial, multi-family, private water systems consumers and/or non-residential premises for the purpose of determining the need for premises isolation. The City has identified possible Table 9 (high hazard) facilities within its jurisdiction and has a prioritize list for surveying each site. Consumers and/or premises identified as Table 9 (high hazard) facility require premises isolation with an Approved Air Gap and/or Reduced Pressure Backflow Assembly. Consumers and/or premises identified as a (low hazard) facility require premises isolation with an Approved Double Check Valve Assembly if the City's Cross-Connection Control Specialist (CCS) deems necessary. The consumer and/or premises have the option to install an Approved Air Gap and/or Reduced Pressure Backflow Assembly to avoid future plumbing changes of the premises isolation assembly if the City's Cross-Connection Control Specialist (CCS) deems necessary.

After the initial risk assessment of new and existing connections is conducted, a re-evaluation of the service connection is conducted every five (3) years for Table 9 facilities and every three (5) years for industrial, commercial, multi-family, private water systems and/or non-residential premises.

The cost/fees of installation, initial and annual testing, maintenance, and repair or replacement of the backflow assembly shall be the responsibility of the consumer as a condition of water service.

- Element 3: The purveyor shall develop and implement procedures and schedules for ensuring that:
 - (i) Cross-connections are eliminated whenever possible;
 - (ii) When cross-connections cannot be eliminated, they are controlled by installation of approved backflow preventers commensurate with the degree of hazard; and
 - (iii) Approved backflow preventers are installed in accordance with the requirements of subsection (6) of this section.

The City's Cross-Connection Control Program endeavors to eliminate all actual or potential physical Cross-Connections where possible, and not allow any actual or potential physical Cross-Connections unless protected by an approved air gap or backflow prevention assembly. Consumers and/or premises shall be responsible for following the provisions of the City's Cross-Connection Control Program to eliminate and/or install approved backflow protection on all Cross-Connection within their premises. The City's Cross-Connection program will inventory and track all backflow prevention assemblies on the consumers' premises used for the protection of the public water supply, but it is the consumer and/or premises responsibility to test, maintain, repair, or replace all backflow prevention assemblies within their premises.

- Element 4: The purveyor shall ensure that personnel, including at least one person certified as a CCS, are provided to develop and implement the cross-connection control program.

The City's Cross-Connection Control Program employs State Certified personnel. The program currently staffs (2) two full time employees certified as Cross-Connection Control Specialist, Backflow Assembly Tester, and Water Distribution Manager.

- Element 5: The purveyor shall develop and implement procedures to ensure that approved backflow preventers relied upon to protect the public water system are inspected and/or tested (as applicable) under subsection (7) of this section.
Subsection (7) Approved backflow preventer inspection and testing.
 - (a) For backflow preventers that protect the public water system, the purveyor shall ensure that:
 - (i) A CCS inspects backflow preventer installations to ensure that protection is provided commensurate with the assessed degree of hazard;
 - (ii) Either a BAT or CCS inspects:
 - (A) Air gaps installed in lieu of approved backflow prevention assemblies for compliance with the approved air gap definition; and
 - (B) Backflow prevention assemblies for correct installation and approval status.
 - (iii) A BAT tests approved backflow prevention assemblies for proper operation.
 - (b) The purveyor shall ensure that inspections and/or tests of approved air gaps and approved backflow assemblies that protect the public water system are conducted:
 - (i) When any of the following occur:
 - (A) Upon installation, repair, reinstallation, or relocation of an assembly;
 - (B) Upon installation or replumbing of an air gap;
 - (C) After a backflow incident involving the assembly or air gap; and
 - (ii) Annually thereafter, unless the purveyor requires more frequent testing for high hazard premises or for assemblies that repeatedly fail.
 - (c) The purveyor shall ensure that inspections of AVBs installed on irrigation systems are conducted:
 - (i) At the time of installation;
 - (ii) After a backflow incident; and
 - (iii) After repair, reinstallation, or relocation.
 - (d) The purveyor shall ensure that approved backflow prevention assemblies are tested using procedures acceptable to the department, such as those specified in the most recently published edition of the USC Manual. When circumstances, such as, but not limited to, configuration or location of the assembly, preclude the use of USC test procedures, the purveyor may allow, on a case-by-case basis, the use of alternate (non-USC) test procedures acceptable to the department.

(e) The purveyor shall ensure that results of backflow prevention assembly inspections and tests are documented and reported in a manner acceptable to the purveyor.

(f) The purveyor shall ensure that an approved backflow prevention assembly or AVB, whenever found to be improperly installed, defective, not commensurate with the degree of hazard, or failing a test (if applicable) is properly reinstalled, repaired, overhauled, or replaced.

(g) The purveyor shall ensure that an approved air gap, whenever found to be altered or improperly installed, is properly replumbed or, if commensurate with the degree of hazard, is replaced by an approved RPBA.

The City's Cross-Connection Control Program requires all backflow prevention assemblies installed within the consumers and/or premises be tested and/or inspected at time of installation, annually (yearly anniversary date), after a backflow incident, repair, reinstallation, or relocation. Consumers and/or premises are responsible for all cost/fee to test, maintain, repair, or replace backflow prevention assemblies within their premises. Consumers and/or premises are also responsible for submitting all test reports for backflow prevention assemblies within their premises to the City's Cross-Connection Control Program within 30 days of testing the backflow prevention assemblies. Test reports received over the 30 days grace period may be returned to the consumer and/or premises for re-testing of the backflow prevention assemblies. Person testing the backflow prevention assemblies shall be a State Certified Backflow Assembly Tester on the City's Approved List, and only test reports approved by City of Auburn shall be accepted. Test reports not approved for use by the City of Auburn shall be returned to the consumer and/or premises. Test report forms shall be complete, accurate, and legible.

Procedures for inspection and/or testing of backflow prevention assemblies for existing consumers and/or premises are as follows:

Annual Testing

The City mails notices to existing consumers and/or premises of the annual testing or re-testing of the backflow prevention assemblies within their premises. The First Notice is mailed 30 days prior to anniversary test due date. If test reports are not received by anniversary test due date then a Second Notice is mailed giving the consumer and/or premises 15 days to test the backflow prevention assemblies. A Third Notice is mailed if the test reports are not received from the consumer and/or premises by date given on second notice. The third notice gives the consumer and/or premises 7 days to test the backflow prevention assemblies. The final notification before enforcement action is a Door Hanger hand carried to the consumer(s) and/or premises. The door hanger gives the consumer and/or premises 48 hours to have the backflow prevention assemblies tested and certified to be functioning correctly. Enforcement action includes, but is not limited to, a \$250.00 fine each day and/or discontinuance (TURN OFF) of water service.

Repair, Reinstallation, or Relocation Testing

The City mails notices to existing consumers and/or premises of the repair, reinstallation, or relocation for the testing of the backflow prevention assemblies within their premises. Failure notices for backflow assemblies used for high health hazards are as follows: The First Notification is mailed after receiving written notice from the backflow assembly tester identifying the failed test, reinstallation or relocation of the backflow assembly. A valid test report showing the repairs made with passing results, and/or initial testing of the reinstalled or relocated backflow assembly must be received within 7 days of the written notice. If a valid test report is not received within the 7 days, then a Second Notification is mailed giving the consumer and/or premises 5 days to submit a valid test report showing the repairs made with passing results, and/or initial testing of the reinstalled or relocated backflow assembly. If a valid test report is not received within the 5 days, then a Third Notification is mailed giving the consumer and/or premises 3 days to submit a valid test report showing the repairs made with passing results, and/or initial testing of the reinstalled or relocated backflow assembly. The final notification before enforcement action is a Door Hanger hand carried to the consumer(s) and/or premises. The door hanger gives the consumer and/or premises 48 hours to have the backflow prevention assemblies tested and certified to be functioning correctly. Enforcement action includes, but is not limited to, a \$250.00 fine each day and/or discontinuance (TURN OFF) of water service. Failure notices for backflow assemblies used for low health hazards are as follows: The First Notification is mailed after receiving written notice from the backflow assembly tester identifying the failed test, reinstallation or relocation of the backflow assembly. A valid test report showing the repairs made with passing results, and/or initial testing of the reinstalled or relocated backflow assembly must be received within 15 days of the written notice. If a valid test report is not received within the 15 days, then a Second Notification is mailed giving the consumer and/or premises 10 days to submit a valid test report showing the repairs made with passing results, and/or initial testing of the reinstalled or relocated backflow assembly. If a valid test report is not received within the 10 days, then a Third Notification is mailed giving the consumer and/or premises 5 days to submit a valid test report showing the repairs made with passing results, and/or initial testing of the reinstalled or relocated backflow assembly. The final notification before enforcement action is a Door Hanger hand carried to the consumer(s) and/or premises. The door hanger gives the consumer and/or premises 48 hours to have the backflow prevention assemblies tested and certified to be functioning correctly. Enforcement action includes, but is not limited to, a \$250.00 fine each day and/or discontinuance (TURN OFF) of water service.

Procedures for inspection and/or testing of backflow prevention assemblies for new consumers and/or premises are as follows:

Initial Testing & Inspection of Backflow Prevention Assemblies

The consumer, contractor, and/or premises is required to comply with the City's Construction Standards, Design Standards, Backflow Assembly Installation Standards (Technical Memo), and evaluated by the City's Cross-Connection Control Specialist during the permit and plan review process and before service is provided. A Backflow Assembly Plumbing Permit (BFL) shall be issued for all backflow prevention assemblies installed within the City's water distribution system. The backflow prevention assemblies shall be tested by a State Certified Backflow Assembly Tester, approved to test within the City's water distribution system. The City's Cross-Connection Control Specialist shall inspect the installation on the backflow prevention assemblies and collect all valid test reports certifying the backflow prevention assemblies are functioning correctly. The Backflow Assembly Plumbing Permit (BFL) is then finalized in CRW. The City's Cross-Connection Control Specialist may require corrections and/or additions during the inspection process. If so, corrections and/or additions shall be completed to the satisfaction of the City's Cross-Connection Control Specialist before occupancy of the facility.

City Owned Backflow Assemblies:

The Cross-Connection Control Program currently test and maintain 160 backflow prevention assemblies within City owned facilities. The City employs (4) four Certified Backflow Assembly Testers, (2) two in the Parks Department and (2) two in Water Operations. The backflow prevention assemblies are tested and inspected annually (anniversary date is May 30th of each year), or more often if needed (type B hydrant meter carts are tested when returned).

February 2005 Hydrant Meter Permit Regulations:

Water quality, accountability, safety, infrastructure reliability and security were the catalyst for creation of the Hydrant Meter Permit Regulations for private party customer withdrawal of water from fire hydrants. (See regulations for requirements)

- Element 6: The purveyor shall develop and implement a backflow prevention assembly testing quality control assurance program, including, but not limited to, documentation of BAT certification and test kit calibration, test report contents, and time frames for submitting completed test reports.
- **CERTIFIED BACKFLOW ASSEMBLY TESTER**
 1. Backflow Assembly Tester MUST be currently certified to test in Washington State and approved by the City's Cross-Connection Control Program prior to testing any backflow assemblies within the City's Water Distribution System.
 2. Certified Backflow Assembly Tester MUST submit the following information before any Test Report Forms will be accepted:
 - Copy of the (Current Year) BAT Validation Card issued by Washington State Department of Health.

- *Copy of the Current Calibration Certificate for all testing equipment clearly stating whom the testing equipment belongs to and/or is used by.*
 - ***Original Certified Backflow Assembly Tester Agreement Form** completed, signed and dated for the (Current Year). No copies or faxes of this form will be accepted.*
By signing the Tester Agreement, the BAT Tester understands and will abide with the City's Tester Program Requirements.
 - *Contact information including company name, address, and phone number(s)*
 - *Auburn Business Registration Number*
3. ***NEW FOR 2008** - BAT Tester may be asked to demonstrate test procedures using current Backflow Prevention Assemblies Field Test Procedure Approved for Use in Washington State to a Cross Connection Control Specialist and/or Certified Backflow Assembly Tester employed by the City. Failure to abide to this request may result in backflow assembly testing privileges discontinued within the City's Water Distribution System.*
 4. *Tester demonstrating gross negligence or suspected of being fraudulent will be investigated and reported to Washington State Department of Health Certification Office. Test Report Forms from Backflow Assembly Tester under investigation will NOT be accepted and returned to the owner of the assembly.*
 5. *Failure to comply with any part of the City's Tester Program Requirements will result in the Backflow Assembly Test Report Form being rejected and returned to the owner of the assembly, and/or Backflow Assembly testing privileges discontinued within the City's Water Distribution System.*
 6. *Auburn Municipal Code requires business operating within the City limits to obtain a business registration number from the permit center located at city hall.*
- ***BACKFLOW ASSEMBLY TESTING EQUIPMENT***
 1. *Backflow assembly testing equipment MUST meet all requirements set by Washington State Department of Health.*
 2. *A copy of the Current Calibration Certificate of all testing equipment clearly stating whom the testing equipment belongs to and/or is used by MUST be submitted.*
 3. *Backflow assembly testing equipment suspected of being damaged, malfunctioning and/or fraudulent will require re-calibration and/or repair. The new Calibration Certificate MUST be submitted to the City's Cross Connection Control Program before any Test Report Forms will be accepted.*
 - ***BACKFLOW ASSEMBLY TESTING/INSPECTION***
 1. *Tester MUST use current Backflow Prevention Assemblies Field Test Procedures Approved for Use in Washington State. No other test procedures will be accepted.*

2. The City's Cross-Connection Control Program MUST be notified of Initial Testing for all New Backflow Assemblies. Tester shall provide the Backflow Assembly Plumbing Permit Number (example BFL07-0000) when notifying of Initial Testing. Backflow Assembly installed within the City's Water Distribution System requires a Backflow Assembly Plumbing Permit.
 3. Initial Inspection of Backflow Assembly will NOT be conducted without a valid Backflow Assembly Plumbing Permit and Test Report Form. Backflow Assembly Plumbing Permit will NOT be finalized without a valid Test Report Form and site inspection of assembly installation.
 4. The City's Cross-Connection Control Program MUST be notified within 24hrs, if a Reduced Pressure Backflow Assembly (RPBA), used for High Hazard Protection, FAILS an initial, annual and/or repeat test.
 5. Backflow assemblies MUST have all test ports plugged in areas subject to flooding.
- **BACKFLOW ASSEMBLY TEST REPORT FORMS**
 1. Only the Original Copy of the City of Auburn Test Report Form will be accepted. (NO OTHER TEST REPORT WILL BE ACCEPTED WITHOUT PRIOR APPROVAL) Tester MUST contact the City's Cross-Connection Control Program for prior approval of private Test Report Form. Private Test Report Form MUST used the same format as the City's Test Report Form. Test Report Form NOT approved will be returned to the owner of the assembly.
 2. Backflow Assembly Test Report Form MUST be submitted to the City's Cross Connection Control Program within 30 days of completing the test. Test Report Form over 30 days will NOT be accepted and returned to the owner of the assembly.
 3. Backflow Assembly Test Report Form MUST be Complete, Accurate and Legible.
 4. Test Report Form MUST have documentation of any repairs, cleaning or flushing of backflow assembly.
 5. Test Report Form will be returned to the owner of the Backflow Assembly if the tester fails to comply with any part of the City's Tester Program Requirements.
 6. Test Report Form suspected of be fraudulent will be investigated and reported to Washington State Department of Health Certification Office.
 7. Test Report Form received from any BAT tester under investigation will be rejected and returned to the owner of the backflow assembly.
 - **APPROVED BACKFLOW ASSEMBLY TESTER**
 1. The City's Cross-Connection Control Program MUST mail BAT Requirement Letter to previously registered tester no later than December 31st of each year. Tester not previously registered with the City's Cross Connection Control Program will receive a BAT Requirement Letter upon request.
 2. Tester will NOT be allowed to test backflow assembly within the City's Water Distribution System until all required information is received.
 3. Tester NOT registered with the City's Cross-Connection Control Program by the Washington State Department of Health renewal cut-off date, will NOT be

allowed to test backflow assembly within the City's Water Distribution System until all required information is received.

- 4. Tester NOT registered with the City's Cross-Connection Control Program by the Washington State Department of Health renewal cut-off date, will NOT be listed on the City's Approved Tester List given to customers upon request.*
- 5. Tester NOT registered with the City's Cross-Connection Control Program by the Washington State Department of Health renewal cut-off date, will NOT have Test Report Form accepted by the City's Cross-Connection Control Program and returned to the owner of backflow assembly.*
- 6. The City's Cross-Connection Control Program will only list the testers Name, Phone Number(s), and BAT Certification Number on the City's Approved Tester List given to customers upon request.*
- 7. The City's Cross-Connection Control Program will list tester in the order received. Tester will NOT be listed until all information requested is submitted. The City's Approved Tester List does not indicate any preference, is completely at our discretion and subject to space availability.*
- 8. The City's Approved Tester List is updated on the 1st of every month.*
- 9. The City's Approved Tester List is available as a hard copy or on h-drive under Cross-Connection in electronic form.*
- 10. Tester may request approval to test within the City's Water Distribution System and NOT listed on the City's Approved Tester List.*

- ***BACKFLOW ASSEMBLY TESTER RECORDS & RECORD KEEPING***

- 1. All paperwork received from Tester MUST be date stamped the day they are received.*
- 2. Information from paperwork MUST be date stamped and recorded in Tokay.*
- 3. All paperwork received from Tester for the (Current Year) MUST be stapled together and placed into a file folder marked with the company name the Tester is employed by.*
- 4. All paperwork MUST be stapled in the following order:*
 - Original Tester Agreement Form for the (Current Year)*
 - Copy of the DOH/BAT Validation Card for the (Current Year)*
 - Copy of the Test Equipment Calibration for the (Current Year)*
- 5. All certification paperwork received from Tester MUST be kept for a minimum of two years.*
- 6. Paperwork such as questionable Test Report Form, Annual Tester Requirement Letter and/or Department of Health Complaint Form MUST be kept on file for as long as the Tester is Currently Registered in Washington State. (Verify annually on WETRC web-site)*
- 7. The following information MUST be recorded in Tokay:*
 - Assigned Code for new and existing Testers*
 - Tester Status (active/inactive)*
 - Company Name, Address and Phone Number(s)*
 - BAT Certification Number issued by the Department of Health*
 - "Date stamped" received*
 - Expiration date for BAT Validation*

- Test equipment serial number and calibration date
 - Tester Agreement and Customer List Status
 - Certification Status
8. When all required paperwork is received and recorded, then the Tester name, certification number and phone number(s) is placed on the “City’s Approved Tester List distributed to customers upon request”. **(This is only for Tester requesting to be on the City’s Approved Tester List)**
 9. Tester NOT requesting to be on the City’s Approved Tester List will only be track by Tokay.
- **BACKFLOW ASSEMBLY TESTER INVESTIGATION/COMPLAINT**
 1. Cross Connection Specialist MUST notify Supervisor(s) for approval before starting investigation.
 2. Send a Certified Letter to the Tester informing them of the intended investigation. (This letter will require the Tester to Stop Testing Backflow Assemblies within the City’s Water Distribution System until the investigation is complete and the Tester has been cleared by the City’s Cross Connection Control Program in writing (No time frame will be set for investigation).
 3. Remove the Tester name, certification number and phone number(s) from the City’s Approved Tester List and place status in Tokay as Inactive.
 4. Review all Test Report Forms received from Tester for the (Current Year) to look for other discrepancies.
 5. Compare previous history of Test Report Forms for each backflow assembly in question.
 6. Conduct an on-site investigation and test of each backflow assembly in question.
 7. Take pictures and documentation of each backflow assembly in question.
 8. Review current Backflow Prevention Assemblies Field Test Procedures Approved for Use in Washington State to verify test procedures.
 9. Review current Backflow Prevention Assemblies Approved for Installation in Washington State to verify status of backflow assembly.
 10. Require Tester meet a Cross Connection Control Specialist and/or Certified Backflow Assembly Tester employed by the City to demonstrate test procedures using current Backflow Prevention Assemblies Field Test Procedure Approved for Use in Washington State.
 11. Review findings of investigation with Supervisor(s) and acquire approval to discuss with Tester and Washington State Department of Health
 12. Review finding of investigation with Tester.
 13. Tester may submit a written rebuttal to the finding of the investigation after the review with the City’s Cross Connection Control Program.
 14. Review finding of investigation with Washington State Department of Health Certification office. (Fill out State Complaint Form) The State will conduct its own investigation and deliver its finding in writing.
 15. Review the States finding with Supervisor(s) to determine status of Tester.
 - Tester Cleared – Send Certified Letter reinstating testing privileges within the City’s Water Distribution System.

- *Tester Not Cleared – Send Certified Letter revoking testing privileges within the City's Water Distribution System for as long as the Tester is Currently Registered in Washington State.*

16. All paperwork from the investigation MUST be kept on file for as long as the Tester is Currently Registered in Washington State

Tester(s) not complying with any part of the aforementioned requirements shall be removed from the City's Approved Tester List. Test report forms shall be returned to the consumer and/or premises of the backflow prevention assemblies tested. The City reserves the right to deny a Backflow Assembly Tester from performing testing within the City's water distribution system. Tester(s) are responsible for obtaining all certifications needed to perform duties and responsibilities for testing and maintaining backflow prevention assemblies.

- Element 7: Develop and implement (when appropriate) procedures for responding to backflow incidents.

The City's Cross-Connection Control Program has outlined a Backflow Incident Response Procedure to be followed if the City's water supply becomes contaminated or polluted due to a backflow incident.

BACKFLOW INCIDENT RESPONSE PLAN (Supplement to the Emergency Plan)

General:

This backflow incident response plan is a supplement to the City's Response Emergency Plan. The City of Auburn Water Division is hereinafter referred to as the Purveyor.

- *Whenever the initial evaluation of a water quality complaint indicates that a backflow incident has occurred (potable water supply has been contaminated/polluted), may have occurred, or the reason for the complaint can not be explained as a "normal" aesthetic problem, a backflow incident investigation should be immediately initiated. Whenever a water main break or power outage (pumped systems) causes a widespread loss of water pressure (backsiphonage conditions) it is prudent to initiate a check of distribution water quality as a precursor to the need for a backflow incident investigation. It is wise to be conservative when dealing with public health matters.*
- *Within 24 hours of knowledge of any incident of possible contamination of the potable water supply, both in the distribution system and/or in the customer's plumbing system, the state and local county personnel should be notified (see list of emergency telephone numbers in the Public Works Emergency Response M. & O. Manual).*

- *A backflow incident investigation is often a team effort. The investigation should be made or (initially) lead by a Certified Cross-Connection Control Specialist employed by the Purveyor. The investigation team should include local health and plumbing inspectors.*

General guidance on how to respond to a backflow incident may be obtained from the manual BACKFLOW INCIDENT INVESTIGATION PROCEDURES, First Edition, 1996, published by the Pacific Northwest Section, American Water Works Association, P. O. Box 19581, Portland, Oregon, 97280, telephone (877) 767-2992 (toll free).

Short-List of Tasks:

The following points are included for initial guidance for dealing with a backflow incident; the above referenced manual BACKFLOW INCIDENT INVESTIGATION PROCEDURES should be consulted as soon as possible.

1. *As soon as possible, notify customers not to consume or use water. Start the notification with the customers nearest the assumed source of contamination (usually the customer(s) making the water quality complaint).*

The customer should be informed about the reason for the backflow incident investigation, and the Purveyor's efforts to restore water quality as soon as possible. State that the customer will be informed when he may use water, the need to boil water used for consumption until a satisfactory bacteriological test result is obtained from the lab, etc.

Where a customer cannot be contacted immediately, the Purveyor shall place a written notice on the front door handle, and a follow-up visit will be made to confirm that the customer received notice about the break and possible contamination of the water supply.

2. *Give consideration to the distribution system as a potential source of the contaminant (e.g., air valve inlet below ground).*
3. *Do not start flushing the distribution system until the source of contamination is identified. Flushing may aggravate the backflow situation and will likely remove the contaminant before a water sample can be collected to fully identify the contaminant.*
4. *Conduct a house-to-house survey to search for the source of contamination and the extent that the contaminant has spread through the distribution system. A check of water meters may show a return of water (meter running backward).*
5. *Isolate the portions of the system that are suspected of being by closing isolating valves; leave one valve open to ensure that positive water pressure is maintained throughout the isolated system.*
6. *Be sure to notify all affected customers in the isolated area, then the other customers in the system.*

7. *The public health and plumbing authorities should deal with all customers that may have consumed the contaminant, or had their plumbing systems contaminated.*
8. *Develop and implement a program for cleaning the contaminated distribution system.*
9. *For the customer where a cross-connection responsible for the system contamination is located, the Purveyor should discontinue water service until the Purveyor ordered corrective action is completed by the customer.*

Identification of the source and type of contaminant, and cleaning of a distribution system could take several days.

Most chemical or physical contaminants can be flushed from the water distribution system or customer's plumbing system with adequate flushing velocity. This may not be the case where scale and corrosion deposits (e.g., tuberculation on old cast iron mains) provides a restriction to obtaining adequate flushing velocity, or a chemical deposit or bacteriological slime (biofilm) on which the chemical contaminant may adhere.

To remove a chemical or physical contaminant, it may be necessary to provide a physical cleaning, using foam swabs (pigs), and/or to alter the form or the chemical contaminant, e.g., through oxidation using chlorination, or addition of detergents.

When adding any chemical (including chlorine) to remove a contaminant, it is essential that the chemistry of the contaminant is fully understood. The wrong chemical reaction could make the contaminant more toxic, more difficult to remove, or both.

Where both a chemical and bacteriological contamination has occurred, disinfection should follow the removal of the chemical contaminant.

Where any bacteriological contamination is suspected, field disinfection should be done. To disinfect water mains using the "slug" or "continuous flow" method, a field unit should be used for chlorine injection, such as a chemical feed - metering or proportioning pump for sodium hypochlorite.

NOTE: Refer to the City's Backflow Incident Response Manual for additional information.

- **Element 8:** The purveyor shall include information on cross-connection control in the purveyor's existing program for educating consumers about water system operation. The public education program may include periodic bill inserts, public service announcements, pamphlet distribution, notification of new consumers and consumer confidence reports.

Public education is a key part of the City's Cross-Connection Control Program. Through public education, the City informs consumers of:

1. *The public health impacts of actual or potential Cross-Connection hazards.*

2. *The consumer's responsibility to protect the public water supply from contamination.*
3. *The City's requirement to comply with Washington State Department of Health regulations.*
4. *The City's policies on Cross-Connection Control.*

The following educational material is provided to the City's water consumers and available at City Hall, Maintenance & Operations, and by mail if requested.

- *Annual Consumer Confidence Report CCR*
- *City of Auburn internet home page, Water Quality*
- *Brochure – AWWA Caution Your Hose May Be Hazardous To Your Health*
- *Brochure – USC Working Together For Safe Water*
- *Brochure – AWWA Residential Fire Sprinkler Systems And Backflow Prevention*
- *Brochure – AWWA Lawn Irrigation Systems And Backflow Prevention*
- *Brochure – AWWA Help Protect Your Drinking Water From Contamination (Household Hazards)*
- *Brochure – AWWA Protect Your Water Heater From Thermal Expansion*
- *Brochure – AWWA Cross-Connections Can Create Health Hazards*
- *Comic Books – ABPA Buster Backflow, book 1 & 2*

The Cross-Connection Control Program annually participates at "Kids Day" where displays and information are presented to the City's water consumers. Future educational programs shall include video presentations and public school visits.

- Element 9: The purveyor shall develop and maintain cross-connection control Records including, but not limited to, the following:
 - (i) A master list of service connections and/or consumer's premises where the purveyor relies upon approved backflow preventers to protect the public water system from contamination, the assessed hazard level of each, and the required backflow preventer(s);
 - (ii) Inventory information on backflow preventers that protect the public water system including:
 - (A) Approved air gaps installed in lieu of approved assemblies including exact air gap location, assessed degree of hazard, installation date, history of inspections, inspection results, and person conducting inspections;
 - (B) Approved backflow assemblies including exact assembly location, assembly description (type, manufacturer, model, size, and serial number), assessed degree of hazard, installation date, history of inspections, tests and repairs, test results, and person performing tests; and
 - (C) Approved AVBs used for irrigation system applications including location, description (manufacturer, model, and size), installation date,

history of inspection(s), and person performing inspection(s).

(iii) Cross-connection program summary reports and backflow incident reports required under subsection (8) of this section.

Subsection 8 – Recordkeeping and reporting

- (a) Purveyors shall keep cross-connection records for the following time frames:
 - (ii) Records pertaining to the master list of service connections and/or consumer's premises required in subsection (3)(j)(i) of the section shall be kept as long as the premises pose a cross-connection hazard to the purveyor's distribution system;
 - (iii) Records regarding inventory information required in subsection (3)(j)(ii) of this section shall be kept for five years or for the life of the approved backflow preventer whichever is shorter: and
 - (iv) Records regarding backflow incidents and annual summary reports required in subsection (3) (j) (iii) of this section shall be kept for five years.
- (b) Purveyors may maintain cross-connection control records in original form or transfer data to tabular summaries.
- (c) Purveyor may maintain records or data in any media, such as paper, film, or electronic format.
- (d) The purveyor shall complete the cross-connection control program summary report annually. Report forms and guidance on completing the report are available from the department.
- (e) The purveyor shall make all records and reports required in subsection (3) (j) of this section available to the department or its representative upon request.

The City's Cross-Connection Control Program currently uses Tokay electronic software to track level of hazard, location, installation date, inspection history, test and repair history, test results, and inspecting personnel on backflow prevention assemblies used for the protection of the City's water supply and/or backflow prevention assemblies used on fixtures in lieu of premises isolation. Backflow prevention assemblies under the control of the Local Administrative Authority (City of Auburn Building Department), which include consumers and/or premises with premises isolation (backflow assemblies installed on the water service lines) or consumers and/or premises not within the jurisdiction of the City's water distribution system (Bonney Lake Water and Lake Haven Water Districts), are tracked on a Microsoft Word Spreadsheet.

Annual summary report:

WAC 246.290.490, part 8d – The purveyor shall complete the cross-connection control program summary report annually.

- The annual summary report is reviewed and signed by the Water Operations Manager, and submitted to the Department of Health via mail, or secured web site.*
- Copies of the annual summary report are available in the Cross-Connection Program Manual.*

Records & Reports:

Purveyors must develop and maintain records of their Cross-Connection Control program, as mandated by WAC 246.290.490. At a minimum, purveyors must maintain the following records:

- Master list of service connections and/or premises where backflow prevention assemblies are installed to protect the public water system.*
 - Assessed hazard level of each backflow prevention assembly.*
 - Inventory information on approved air gaps, including location, degree of hazard, installation date, inspection history & results, and personnel conducting inspection.*
 - Backflow prevention assembly inventory information including location, assembly description, installation date & history, test & repair history, test results, and personnel conducting inspection.*
 - Program summary and backflow incident reports.*
- Element 10: Purveyors who distribute and/or have facilities that receive reclaimed water within their water service area shall meet any additional cross-connection control requirements imposed by the department in a permit issued under chapter 90.46 RCW.

No reclaimed water within the purveyor's water system.

General Program Requirements:

WAC246-290-490(1) (c): The purpose of the purveyor's cross-connection program shall be to protect the public water system, as defined in WAC 246-290-010, from contamination via cross-connections.

This is covered under Element 1 of the City's Cross Connection Control Program.

WAC 246-290-490(1) (d): The purveyor's responsibility for cross-connection control shall begin at the water supply source, include all the public water treatment, storage, and distribution facilities, and end at the point of delivery to the consumer's water system, which begins at the downstream end of the service connection or water meter located on the public right-of-way or utility-held easement.

The City's Cross Connection Control Program is not responsible for Cross Connection Control inside the consumer's building and/or property. The jurisdiction falls under the Local Administrative Authority as per the Uniform Plumbing Code for Cross Connection Control 603.0

WAC 246-290-490(1) (e): Under this section, purveyors are not responsible for eliminating or controlling cross-connections within the consumer's water system. Under chapter 19.27 RCW, the responsibility for cross-connection control within the consumer's water system, i.e., within the property lines of the consumer's premises, lies with the authority having jurisdiction.

The City's Cross Connection Control Program is responsible for all eliminating and/or controlling Cross Connections from the consumer's water system to the public water system. Service connections from the water main shall have backflow protection that is commensurate with the degree of hazard as accessed by the City's Cross Connection Control Specialist. Examples of service connections include but are not limited to, domestic water, irrigation water and fire protection water.

WAC 246-290-490(2) (a) The purveyor shall develop and implement a cross-connection control program that meets the requirements of this section, but may establish a more stringent program through local ordinances, resolutions, codes, bylaws, or operating rules.

This is covered under Element 1 of the City's Cross Connection Control Program.

WAC 246-290-490(2) (b) Purveyors shall ensure the good engineering and public health protection practices are used in the development and implementation of cross-connection control programs. Department publications and the most recently published editions of references, such as, but not limited to, those listed below, may be used as guidance for cross-connection program development and implementation:

- (i) Manual of Cross-Connection Control published by the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California (USC Manual); or
- (ii) Cross-Connection Control Manual, Accepted Procedure and Practice published by the Pacific Northwest Section of the American Water Works Association (PNWS-AWWA Manual)
- (iii) Guidance document: *Cross-Connection Control for Small Water Systems* published by the department.

The following reference guides and publications were used in the development of the City's Cross-Connection Control Program;

- *Washington Administrative Code WAC 246-290, Group A Public Water Systems, effective April 27, 2003*
- *Cross-Connection Control Manual Accepted Procedures and Practice 6th Edition, December 1995*
- *Cross-Connection Control Manual Supplement 1st Edition, December 1995*
- *Cross-Connection Control for Small water Systems Guidance Document, September 2003*
- *Backflow Incident Investigation Procedures 1st Edition, December 1996*
- *Environmental Protection Agency Cross-Connection Control Manual, revised February 2003*
- *American Society of Sanitary Engineering, Performance Requirements for Outdoor Enclosures for Backflow Prevention Assemblies*
- *Backflow Prevention Assemblies Field Test Procedures Approved for use in Washington State, July 1998*
- *Uniform Plumbing Code 2000 Edition, September 1999*
- *Backflow Prevention Assemblies Approved for Installation in Washington State, published annually*
- *University of Southern California Manual of Cross-Connection Control 9th Edition, December 1993*
- *American Water Works Association Recommended Practice for Backflow Prevention and Cross-Connection Control M14 3rd Edition, 2004*
- *American water Works Association Distribution System Requirements for Fire Protection M31 3rd Edition, 1998*

WAC 246-290-490(2) (c) The purveyor may implement the cross-connection control program, or any portion thereof, directly or by means of a contract with another agency or party acceptable to the department.

The City's Water Division implements the Cross-Connection Control Program

WAC 246-290-490(2) (d) The purveyor shall coordinate with the authority having jurisdiction in all matters concerning cross-connection control. The purveyor shall document and describe the coordination, including delineation of responsibilities, in the written cross-connection control program required in (e) of this subsection.

- *The Local Administrative Authority shall enforce the Uniform Plumbing Code and Uniform Plumbing Code Standards for Cross-Connection Control, or subsequent revisions:*
 1. *603.0 Cross-Connection Control*
 2. *603.1 Approval of Devices or Assemblies*

3. 603.2 Backflow Prevention Devices, Assemblies, and Methods
4. 603.3 General Requirements
5. 603.4 Specific Requirements

Amended 2000 UPC, effective July 1, 2002

The control of Cross-Connections requires cooperation between the water purveyor, local administrative authority, health officer and the consumer.

The City of Auburn Water Division shall make available to all Local Administrative agencies the information maintained in the purveyors Cross-Connection Control program files, which may include, but is not limited to:

1. *A master list of all premises that have been isolated from the purveyor water system in accordance with the purveyors' cross-connection control program.*
2. *Information concerning any internal cross-connections that come to the attention of the purveyor during risk assessment evaluations of premises.*
3. *Notification of any termination of water service for failure to comply with the requirements of WAC 246-290-490, Auburn City Code 13.12, and/or the City of Auburn Water Department Cross-Connection Control Program and/or any subsequent revisions.*

UPC 603.3.3 For devices and assemblies other than those regulated by the Washington Department of health in conjunction with the local water purveyor for the protection of the public water systems, the Administrative Authority shall ensure that the owner or responsible person shall have the backflow prevention assembly tested by a Washington State Department of Health certified backflow assembly tester:

- *At the time of installation, repair, or relocation; and*
- *At least on an annual schedule thereafter, unless more frequent testing is required by the Administrative Authority.*

WAC 246-290-490(2) (e) The purveyor shall include a written description of the cross-connection control program in the water system plan required under WAC 246-290-100 or the small water system management program required under WAC 246-290-105. The cross-connection control program shall include the minimum program elements described in subsection (3) Minimum elements of a cross-connection control program

The City's Water System plan in under revision

WAC 246-290-490(2) (f) The purveyor shall ensure that cross-connection between the distribution system and a consumer's water system are eliminated or controlled by the installation of an approved backflow preventer commensurate

with the degree of hazard. This can be accomplished by implementation of a cross-connection program that relies on:

- (i) Premises isolation as defined in WAC 246-290-010; or
- (ii) Premises isolation and in-premises protection as defined in WAC 246-290-010

The City's Cross Connection Control Program relies on premises isolation to protect the public water system. All domestic water service with the exception of single family residential shall be required to install a Reduced Pressure Backflow Assembly (RPBA). Fire protection systems and landscape irrigation system with chemical addition or injection shall be required to install a Reduced Pressure Backflow Assembly (RPBA). Backflow assembly type may be reduced to a lesser by submitting plumbing, irrigation and fire protection plans for the City's Cross Connection Specialist to review and conduct a hazard evaluation and risk assessment posed on the public water system. All changes shall be approved by the City's Cross Connection Specialist in writing.

WAC 246-290-490(2) (g) Purveyor with cross-connection control programs that rely both on premises isolation and in-premises protection:

- (i) Shall comply with the premises isolation requirements specified in subsection (4) (b) of this section; and
- (ii) May reduce premises isolation requirements and rely on in-premises protection for premises other than the type not addressed in subsection (4) (b) of this sections, if the conditions in (h) of this subsection are met:
 - (A) The in-premises backflow preventers provide a level of protection commensurate with the purveyor's assessed degree of hazard;
 - (B) Backflow preventers which provide the in-premises backflow protection meet the definition of approved backflow preventers as described in WAC 246-290-010;
 - (C) The approved backflow preventers are installed, inspected, tested (if applicable), maintained, and repaired in accordance with subsections (6) and (7) of this section;
 - (D) Records of the backflow preventers are maintained in accordance with subsections (3)(j) and (8) of this section; and
 - (E) The purveyor has reasonable access to the consumer's premises to conduct an initial hazard evaluation and periodic reevaluations to determine whether the in-premises protection is adequate to protect the purveyor's distribution system.

The City's Cross-Connection Control Program CAN NOT rely on in-premises protection to protect the distribution system for the following reasons:

- *Consumer can make plumbing changes at any time without notifying the city.*
- *Backflow preventers installed inside consumers buildings and/or premises are under the control of the Authority having Jurisdiction.*
- *Not enough staff to conduct initial inspections and re-inspections of consumer's premises.*

WAC 246-290-490(2) (h) The purveyor shall take appropriate corrective action as authorized by the legal instrument required by subsection (3)(b) of this section, when:

- (i) A cross-connection exists that is not controlled commensurate to the degree of hazard assessed by the purveyor; or
- (ii) A consumer fails to comply with the purveyor's requirements regarding the installation, inspection, testing, maintenance or repair of approved backflow preventers required by this chapter.

The City's Cross-Connection Control Program enforcement action includes, but is not limited to, a \$250.00 fine each day and/or discontinuance (TURN OFF) of water service.

WAC 246-290-490(2) (i) The purveyor's corrective action may include, but is not limited to:

- (i) Denying or discontinuing water service to a consumer's premises until the cross connection hazard is eliminated or controlled to the satisfaction of the purveyor;
- (ii) Requiring the consumer to install an approved backflow preventer for premises isolation commensurate with the degree of hazard; or
- (iii) The purveyor installing an approved backflow preventer for premises isolation commensurate with the degree of hazard.

The City's Cross-Connection Control Program enforcement action includes, but is not limited to, a \$250.00 fine each day and/or discontinuance (TURN OFF) of water service.

WAC 246-290-490(2) (j) Except in the event of an emergency, purveyors shall notify the authority having jurisdiction prior to denying or discontinuing water service to a consumer's premises for one or more of the reasons listed in (h) of this subsection.

The City's Cross-Connection Control Program shall notify the Local Administrative Authority prior to denying and/or discontinuing water service except in the event of an emergency and/or backflow incident.

WAC 246-290-490(2) (k) The purveyor shall prohibit the intentional return of used water to the purveyor's distribution system. Used water includes, but is not limited to, water used for heating, cooling, or other purposes within the consumer's water system.

The City's Cross Connection Control Program relies on premises isolation to protect the public water system. All domestic water service with the exception of single family residential shall be required to install a Reduced Pressure Backflow Assembly (RPBA). Fire protection systems and landscape irrigation system with chemical addition or injection shall be required to install a Reduced Pressure Backflow Assembly (RPBA). Backflow assembly type may be reduced to a lesser by submitting plumbing, irrigation and fire protection plans for the City's Cross

Connection Specialist to review and conduct a hazard evaluation and risk assessment posed on the public water system. All changes shall be approved by the City's Cross Connection Specialist in writing.

WAC 246-290-490(3) (a) To be acceptable to the department, the purveyor's cross-connection control program shall include the minimum elements identified in the subsection.

The City's Cross Connection Control Program includes the Ten Elements as required by the WAC.

WAC 246-290-490(4) (a) The purveyor shall ensure that a Cross Connection Control Specialist:

- (i) Assesses the degree of hazard posed by the consumer's water system upon the purveyor's distribution system; and
- (ii) Determines the appropriate method of backflow protection for premises isolation in accordance with Table 8

*Table 8
Appropriate Methods of Backflow Protection for Premises Isolation*

<i>Degree of Hazard</i>	<i>Application Condition</i>	<i>Appropriate Approved Backflow Preventer</i>
<i>High health cross-connection hazard</i>	<i>Backsiphonage or backpressure backflow</i>	<i>AG, RPBA or RPDA</i>
<i>Low health cross-connection hazard</i>	<i>Backsiphonage or backpressure backflow</i>	<i>AG, RPBA, RPDA, DCVA or DCDA</i>

WAC246-290-490(4) (b) Premises isolation requirements.

- (i) The purveyor shall ensure that an approved air gap, RPBA, or RPDA is installed for premises isolation for service connections to premises posing a high health cross-connection hazard including, but not limited to, those premises listed in Table 9, except those premises identified as severe in (b)(ii) of this subsection.
- (ii) For service connections to premises posing a severe health cross-connection hazard including wastewater treatment plants, radioactive material processing plants, and nuclear reactors, the purveyor shall ensure that either an:
 - (A) Approved air gap is installed for premises isolation; or
 - (B) Approved RPBA or RPDA is installed for premises isolation in combination with an in-plant approved air gap.
- (iii) If the purveyor's CCS determines that no hazard exists for a connection serving premises of the type listed in Table 9, the purveyor may grant an exception to the
- (iv) The purveyor shall document, on a case-by-case basis, the reasons for granting an exception under (b)(i) of this subsection and include the documentation in the cross-connection control program annual summary report required in subsection (8) of this section.

Table 9
*High Health Cross-Connection Hazard Premises Requiring Premises Isolation by
 AG or RPBA/RPDA*

- *Agricultural (farms and dairies)*
- *Beverage bottling plants*
- *Car washes*
- *Chemical plants*
- *Commercial laundries and dry cleaners*
- *Premises where both reclaimed water and potable water are provided*
- *Film processing facilities*
- *Food processing plants*
- *Hospitals, medical centers, nursing homes, veterinary, medical and dental clinics, and blood plasma centers;*
 1. *Hospitals (include psychiatric hospitals and alcohol and drug treatment centers)*
 2. *Same day surgery centers*
 3. *Out-patient clinics and offices*
 4. *Alternative health out-patient clinics and offices*
 5. *Psychiatric out-patient clinics and offices*
 6. *Chiropractors*
 7. *Hospice care centers*
 8. *Kidney dialysis centers*
 9. *Blood centers*
 10. *Dental clinics and offices*
 11. *Nursing homes*
 12. *Boarding homes*
 13. *Residential treatment centers*
 14. *Mortuaries*
 15. *Morgues and autopsy (not in hospitals)*
 16. *Veterinarian offices, clinics, and hospitals*
- *Premises with separate irrigation systems using the purveyor's water supply and with chemical addition*
- *Laboratories*
- *Metal plating industries*
- *Mortuaries*
- *Petroleum processing or storage plants*
- *Piers and docks*
- *Radioactive material processing plants or nuclear reactors**
- *Survey access denied or restricted*
- *Wastewater lift stations and pumping stations*
- *Wastewater treatment plants**
- *Premises with an unapproved auxiliary water supply interconnected with the potable water supply (private well, pond, tanks, etc.)*

WAC 246-290-490(4) (c) Backflow protection for single-family residences.

- (i) For single-family residential service connections, the purveyor shall comply with the requirements of (b) of this subsection when applicable.
- (ii) If the requirements of (b) of this subsection do not apply and the requirements specified in subsection (2)(g)(ii) of this section are met, the purveyor may rely on backflow protection provided at the point of hazard in accordance with WAC 51-56-0600 of the UPC for hazards such as, but not limited to:
 - (A) Irrigation systems;
 - (B) Swimming pools or spas;
 - (C) Ponds; and
 - (D) Boilers.

For example, the purveyor may accept an approved AVB on a residential irrigation system, if the AVB is properly installed under the UPC.

The City's Cross Connection Control Program is not responsible for Cross Connection Control inside the consumer's property. The jurisdiction falls under the Local Administrative Authority as per the Uniform Plumbing Code for Cross Connection Control 603.0

WAC 246-290-490(4) (d) Backflow protection for fire protection systems.

- (i) Backflow protection is not required for residential flow-through or combination fire protection systems constructed of potable water piping and materials.
- (ii) For service connections with fire protection systems other than flow-through or combination systems, the purveyor shall ensure that backflow protection consistent with WAC 51-56-0600 of the UPC is installed. The UPC requires minimum protection as follows:
 - (A) An RPBA or RPDA for fire protection systems with chemical addition or using unapproved auxiliary water supply; and
 - (B) A DCVA or DCDA for all other fire protection systems.
- (iii) For connections made on or after April 9, 1999, the purveyor shall ensure that backflow protection is installed before water service is provided.
- (iv) For existing fire protection systems:
 - (A) With chemical addition or using unapproved auxiliary supplies, the purveyor shall ensure that backflow protection is installed within ninety days of the purveyor notifying the consumer of the high health crossconnection hazard or in accordance with an alternate schedule acceptable
 - (B) Without chemical addition, without on-site storage, and using only the purveyor's water (i.e., no unapproved auxiliary supplies on or available to the premises), the purveyor shall ensure that backflow protection is installed in accordance with a schedule acceptable to the purveyor or at an earlier date if required by the code official administering the State Building Code as defined in chapter 51-04 WAC.
 - (C) When establishing backflow protection retrofitting schedules for fire protection systems that have the characteristics listed in (d)(iv)(B) of this subsection, the purveyor may consider factors such as, but not limited to,

impacts of assembly installation on sprinkler performance, costs of retrofitting, and difficulty of assembly installation.

The City's Cross-Connection Control Program evaluation of new and existing fire protection system connections is as follows: New connections must comply with the City's Construction Standards for water, Design Standards 7.01.5.2 Fire Sprinkler Systems, Backflow Assembly Installation Standards (Technical Memo), along with any additional requirements by the Fire Authority and Authority having Jurisdiction and evaluated by the City's Cross-Connection Control Specialist during the permit and plan review process and before service is provided. Fire Sprinkler System service connection(s) to new consumers and/or premises shall have a risk assessment conducted by the City's Cross-Connection Control Specialist to determine if the backflow protection is commensurate with the degree of hazard, the backflow assembly is correctly installed and a valid test of the backflow assembly is conducted before the BFL permit is finalized.

Existing Fire Sprinkler System service connections are given a risk assessment by the City's Cross-Connection Specialist to determine if the backflow protection is commensurate with the degree of hazard. If the Fire Sprinkler System has the characteristics of WAC 246-290-490 (d) (iv) (a) – i.e. chemical addition or unapproved auxiliary supplies – the consumers and/or premises shall install backflow protection commensurate with the degree of hazard within (90) ninety days of the City notifying the consumers and/or premises or within an alternate schedule acceptable to the City's Cross-Connection Control Program. If the Fire Sprinkler System does not have chemical addition or unapproved auxiliary supplies, the consumer and/or premises shall install backflow protection commensurate with the degree of hazard within (90) ninety days of the City notifying the consumers and/or premises or within an alternate schedule acceptable to the City's Cross-Connection Control Program. Factors such as, but not limited to, impact of the backflow assembly installation on the fire sprinklers performance, costs of retrofitting, and difficulty of installation are consideration for an alternate schedule.

The cost/fees of installation, initial and annual testing, maintenance, and repair or replacement of the backflow assembly shall be the responsibility of the consumer as a condition of water service.

WAC 246-290-490(4) (e) Purveyors may require backflow preventers commensurate with the degree of hazard determines by the purveyor to be installed for premises isolation for connections serving premises that have characteristics such as, but not limited to, the following:

- (i) Complex plumbing arrangements or plumbing potentially subject to frequent changes that make it impracticable to assess whether cross-connection hazards exist;
- (ii) A repeated history of cross-connections being established or reestablished;
or
- (iii) Cross-connection hazard are unavoidable or not correctable, such as, but not limited to, tall buildings.

The City's Cross-Connection Control Program requires commensurate backflow protection for consumers and/or premises with the following defined characteristics:

- *Complex plumbing arrangements –*
- *Plumbing subject to frequent changes –*
- *Repeat history of cross-connections –*
- *Unavoidable cross-connection hazards –*
- *Non-correctable cross-connection hazards –*

WAC 246-290-490(5) (a) The purveyor shall ensure that all backflow prevention assemblies relied upon by the purveyor are models included on the current list of backflow prevention assemblies approved for use in Washington state.

The City's Cross-Connection Control Program verifies new backflow assemblies installed within the distribution system are on the current DOH Approved Assemblies List.

WAC 246-290-490(5) (b) The purveyor may rely on testable backflow prevention assemblies that are not currently approved by the department, if the assemblies:

- (i) Were included on the department and/or USC list of approved backflow prevention assemblies at the time of installation;
- (ii) Have been properly maintained;
- (iii) Are commensurate with the purveyor's assessed degree of hazard; and
- (iv) Have been inspected and tested at least annually and have successfully passed the annual test

The City's Cross-Connection Control Program archives DOH Approved Assemblies List for verification.

WAC 246-290-490(5) (c) The purveyor shall ensure that an unlisted backflow prevention assembly is replaced by an approved assembly commensurate with the degree of hazard, when the unlisted assembly:

- (i) Does not meet the conditions specified in (b) (i) through (iv) of this subsection;
- (ii) Is moved; or
- (iii) Cannot be repaired using spare parts from the original manufacturer.

This is covered under Element 5 of the City's Cross Connection Control Program.

WAC 246.290.490(6) (a) The purveyor shall ensure that approved backflow preventers are installed in the orientation for which they are approved (if applicable).

The City's Cross-Connection Control Program requires all approved backflow assemblies to be installed in the orientation for which they are approved and provides installation standards for assembly size and type. Reduced Pressure Backflow Assemblies (RPBA) installed inside of a building shall be engineered by the plumbing contractor to meet the following: "The plumbing system needs to

have adequate capacity to carry continuous discharge from relief valve of RPBA”.

WAC 246.290.490(6) (b) The purveyor shall ensure that approved backflow preventers are installed in a manner that:

- (i) Facilitates their proper operation, maintenance, inspection, and/or in-line testing (as applicable) using standard installation procedures acceptable to the department such as those in the USC Manual or PNWS-AWWA Manual;
- (ii) Ensures that the assembly will not become submerged due to weather-related conditions such as flooding; and
- (iii) Ensures compliance with all applicable safety regulations.

The City’s Cross-Connection Control Program requires all approved backflow assemblies to be installed in the orientation for which they are approved and meets all the City’s standards, USC Manual and PNWS-AWWA Manual. Backflow assemblies under the jurisdiction of the water purveyor shall not be installed in areas subject to flooding and shall meet all applicable safety regulations.

WAC 246.290.490(6) (c) The purveyor shall ensure that approved backflow assemblies for premises isolation are installed at a location adjacent to the meter or property line or an alternate location acceptable to the purveyor.

WAC 246.290.490(6) (d) When premises isolation assemblies are installed at an alternate location acceptable to the purveyor, the purveyor shall ensure that there are no connections between the point of delivery from the public water system and the approved backflow assembly, unless the installation of such a connection meets the purveyor’s cross-connection control requirements and is specifically approved by the purveyor.

The City’s Cross-Connection Control Program requires all approved backflow assemblies used for premises isolation be installed at a location adjacent to the meter or property line, however if the location is not feasible then the facilities property owner and/or representative shall submit a set of plans for approval by the City’s Cross-Connection Control Specialist showing the new location of the backflow assembly and the piping from the meter.

WAC 246.290.490(6) (e) The purveyor shall ensure that approved backflow preventers are installed in accordance with the following time frames:

- (i) For connections made on or after April 9, 1999, the following conditions shall be met before service is provided:
 - (A) The provisions of subsection (3)(d)(ii) of this section; and
 - (B) Satisfactory completion of the requirements of subsection (7) of this section.
- (ii) For existing connections where the purveyor identifies a high health cross connection hazard, the provisions of (3)(d)(ii) of this section shall be met:
 - (A) Within ninety days of the purveyor notifying the consumer of the high health cross-connection hazard; or

- (B) In accordance with an alternate schedule acceptable to the purveyor.
- (iii) For existing connections where the purveyor identifies a low cross-connection hazard, the provisions of subsection (3)(d)(ii) of this section shall be met in accordance with a schedule acceptable to the purveyor.

This is covered under Element 2 of the City's Cross Connection Control Program.

WAC 246.290.490(6) (f) The purveyor shall ensure that bypass piping installed around any approved backflow preventer is equipped with an approved backflow preventer that:

- (i) Affords at least the same level of protection as the approved backflow preventer that is being bypassed; and
- (ii) Complies with all applicable requirements of this section.

The City's Cross-Connection Control Program requires all bypass piping and/or parallel connections to have the same level of protection as required the City's Cross Connection Specialist.

WAC 246.290.490(8) (f) The purveyor shall notify the department, local administrative authority, and local health jurisdiction as soon as possible, but no later than the end of the next business day, when a backflow incident is known by the purveyor to have:

- (i) Contaminated the public water system; or
- (ii) Occurred within the premises of a consumer served by the purveyor.

This is covered under Element 7 of the City's Cross Connection Control Program.

WAC 246.290.490(8) (g) – The purveyor shall:

- Document details of backflow incidents on a form acceptable to the department such as the backflow incident report form included in the most recent edition of the PNWS-AWWA Manual; and
- Include all backflow incident report(s) in the annual cross0connection program summary report.

This is covered under Element 7 of the City's Cross Connection Control Program.

Definitions:

“Accessible” means reference to the installation of backflow preventers; accessible shall mean that such backflow preventers shall be placed so that they can be reached for testing and/or maintenance safely.

“Approval/approved” means authorized in writing by the health authority, department, purveyor, or other agency having jurisdiction.

“Approved air gap,” means a physical separation between the free-flowing end of a potable water supply pipeline and the overflow rim of an open or non-pressurized receiving vessel.

To be an air gap approved by the department, the separation must be at least:

- Twice the diameter of the supply piping measured vertically from the overflow rim of the receiving vessel, and in no case be less than one inch, when unaffected by vertical surfaces (sidewalls); and:
- Three times the diameter of the supply piping, if the horizontal distance between the supply pipe and a vertical surface (sidewall) is less than or equal to three times the diameter of the supply pipe, or if the horizontal distance between the supply pipe and intersecting vertical surfaces (sidewalls) is less than or equal to four times the diameter of the supply pipe and in no case less than one and one-half inches.

“Approved atmospheric vacuum breaker” means an AVB of make, model, and size that is approved by the department. AVBs that appear on the current approved backflow prevention assemblies list developed by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research or that are listed or approved by other nationally recognized testing agencies (such as IAPMO, ANSI, or UL) acceptable to the local administrative authority are considered approved by the department.

“Approved backflow preventer” means an approved air gap, an approved backflow prevention assembly, or an approved AVB. The terms “approved backflow preventer,” “approved air gap,” or “approved backflow prevention assembly” refer only to those approved backflow preventers relied upon by the purveyor for the protection of the public water system. The requirements of WAC 246-290-490 do not apply to backflow preventers installed for other purposes.

“Approved backflow prevention assembly” means an RPBA, RPDA, DCVA, DCDA, PVBA, or SVBA of make, model, and size that is approved by the department. Assemblies that appear on the current approved backflow prevention assemblies list developed by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research or other entity acceptable to the department are considered approved by the department.

“As-built drawing” means the drawing created by an engineer from the collection of the original design plans, including changes made to the design or to the system that reflects the actual constructed condition of the water system.

“Assessment of risk” shall express the results of an evaluation (site survey) of a health, system, or plumbing hazard. The evaluation (site survey) required in making a determination of the type of backflow preventer needed to isolate a specific cross-connection (e.g., a plumbing fixture), or a group of cross-connections contained within a facility or complex of facilities (e.g. a shopping mall) is comprised of the following steps:

- Determine the degree of potential health hazard risk to the public water system. (In assessing the purveyor’s risk of contamination of the public water system, if knowledge of the degree of hazard posed by a substance is not known, the purveyor must assume that it is high. Generally, almost all substance other than potable water is considered a health hazard of some degree).
- Determine the high or low probability that a cross-connection may occur.
 1. The probability increases that an existing cross-connection will go undetected as the complexity of a piping system increases.
 2. Piping changes will create new cross-connections, or change the operating conditions from backsiphonage to backpressure conditions.
 3. A backflow preventer could be by-passed or removed from service.
 4. A substance could be changed or increased in strength.
 5. A substance may deteriorate, and thus become a health hazard.
 6. A substance, when combined with the chemicals in the potable water supply, or when exposed to certain piping material, may react and form a compound that poses a health hazard, such as CO₂ mixing with water to form carbonic acid that leaches copper from a service pipe.
 7. A substance, if it contains a bacteriological contaminant, could become a health hazard long after it enters the potable water supply, though bacteria re-growth.
- Determine the risk level acceptable to the purveyor, and
- Determine the reliability required of the backflow preventer.

“Auxiliary water supply” means any water supply on, or available to, a premise in addition to the purveyor’s approved public potable water supply.

“Auxiliary water supply – approved” means an auxiliary water supply which has been investigated and approved by the health authority, meets water quality regulations, and is accepted by the water purveyor.

“Auxiliary water supply – unapproved” means an auxiliary water supply, which is not approved by the health authority and the water purveyor.

“Backflow” means the undesirable reversal of flow of water or other substances through a cross-connection into the public water system or consumer’s potable water system.

“Backflow assembly tester” means a person holding a valid BAT certificate issued in accordance with chapter 246-292 WAC.

“Backflow prevention assembly” means the nomenclature “assembly” refers to a backflow preventer which are designed to be in-line tested and repaired, and to meet the head loss and flow requirements of the recognized approval authority. The “assembly” consists of the backflow prevention unit, two resilient seated shutoff valves, and test cock(s).

“Backflow prevention device” means the nomenclature “device” refers to a backflow preventer that is not designed for in-line testing.

“Backpressure” means a pressure (caused by a pump, elevated tank or piping, boiler, or other means) on the consumer’s side of the service connection that is greater than the pressure provided by the public water system and which may cause backflow.

“Backsiphonage” means backflow due to a negative or reduced pressure within the purveyor’s potable water supply.

“Combination fire protection system” means a fire sprinkler system that:

- Is supplied only by the purveyor’s water.
- Does not have a fire department pumper connection; and
- Is constructed of approved potable water piping and materials that serve both the fire sprinkler system and the consumer’s potable water system.

“Consumer” means any person receiving water from a public water system from either the meter, or the point where the service line connects with the distribution system if no meter is present. For purposes of cross-connection control, “consumer” means the owner or operator of a water system connected to a public water system through a service connection.

“Consumer’s water system” as used in WAC 246-290-490, means any potable and/or industrial water system that begins at the public water system point of delivery; that is, at the immediate downstream side of the water meter, and is located on the consumer’s premises. The consumer’s water system includes all auxiliary sources of supply, storage, treatment, and distribution facilities, piping, plumbing, and fixtures under the control of the consumer.

“Contaminant” means a substance present in drinking water that may adversely affect the health of the consumer or the aesthetic qualities of the water.

“Cross-connection” means any actual or potential physical connection between a public water system or the consumer’s water system and any source of non-potable liquid, solid, or gas that could contaminate the potable water supply by backflow.

“Cross-connection control program” means the administrative and technical procedures the purveyor implements to protect the public water system from contamination via cross-connections as required in WAC 246-290-490.

“Cross-connection control specialist” means a person holding a valid Washington State Cross-Connection Control Specialist certificate issued in accordance with Chapter 246-292 WAC.

“Cross-connection control summary report” means the annual report required by the department that describes the status of the purveyor’s cross-connection control program.

“Check valve” the term “check valve” is a generic term used for a variety of valves that specifically allow flow in one direction only. The variety of such valves includes slanting disc checks, silent check, (wafer or globe), automatic control checks, rubber flapper checks, double disc swing checks, swing checks (internally or externally weighted), and a spring-loaded check. A check valve in an approved assembly must be an approved check valve (components of double check valve assemblies, reduced pressure backflow assemblies, pressure vacuum breakers, and spill resistant vacuum breaker) that is drip-tight in the normal direction of flow when the inlet pressure is at least one p.s.i.

“Confined space,” means any space having a limited means of egress and not intended for continuous occupancy, which is subject to the accumulation of toxic or flammable contaminants or an oxygen deficient atmosphere.

“Containment” means to restrict or limit the flow of contaminated or polluted water to the meter or service connection where the public water enters the private (consumer’s) water system. The two systems are separated by a backflow preventer commensurate with the degree of hazard.

“Contamination” means an impairment of the quality of the potable water, which creates an actual hazard to the public health through poisoning or through the spread of diseases by sewage, industrial fluids or waste. Also defined as severe or high hazard. The term “contamination” used in EPA and drinking water regulations “maximum contamination level” bestows a different meaning than that used in describing a cross-connection hazard.

“Department” means the Washington State Department of Health or health officer as identified in a joint plan of operation in accordance with WAC 246-290-030 (1).

“Design and construction standards” means department design guidance and other peer reviewed documents generally accepted by the engineering profession as containing fundamental criteria for design and construction of water facility projects. Design and construction standards are comprised of performance and sizing criteria and reference general construction materials and methods.

“Direct service connection,” means a service hookup to a property that is contiguous to a water distribution main and where additional mains or extensions are not needed to provide service.

“Distribution system” means all piping components of a public water system that serve to convey water from transmission mains linked to source, storage and treatment facilities to the consumer excluding individual services.

“Dual distribution system” means a facility with two water systems, one potable and the other non-potable. The purpose of the non-potable water system is to reduce the cost of the potable water supply.

“Double check detector assembly” (DCDA) means an approved assembly consisting of two approved double check valve assemblies, set in parallel, equipped with a meter on the bypass line to detect small amounts of water leakage or use.

“Double check valve assembly” (DCVA) means an approved assembly consisting of two independently operating check valves, loaded to the closed position by springs or weights, and installed as a unit with, and between, two resilient seated shutoff valves and having suitable connections for testing.

“Emergency” means an unforeseen event that causes damage or disrupts normal operations and requires immediate action to protect public health and safety.

“Fire Flow” means the maximum rate and duration of water flow needed to suppress a fire under WAC246.293.640 or as required under local fire protection authority standards.

“Fire Suppression Storage” means the volume of stored water available during fire suppression activities to satisfy minimum pressure requirements per WAC 246.290.230.

“First Consumer” means the first service connection associated with any source (i.e., the point where water is first withdrawn for human consumption, excluding connections where water is delivered to another water system covered by these regulations).

“Flow-through fire protection system” means a fire sprinkler system that:

- Is supplied only by the purveyor’s water;
- Does not have a fire department pumper connection;
- Is constructed of approved potable water piping and materials to which sprinkler heads are attached; and
- Terminates at a connection to a toilet or other plumbing fixture to prevent the water from becoming stagnant.

“Flood level,” means the highest level to

“Guideline” means a department document assisting the purveyor in meeting a rule requirement.

“Health officer” means the health officer of the city, county, city-county health department or district, or an authorized representative.

“High health cross-connection hazard” means a cross-connection, which could impair the quality of potable water and create an actual public health hazard through poisoning or spread of disease by sewage, industrial liquids or waste.

“High health hazard” means a physical or toxic hazard, which could be detrimental to ones, health.

“Human Consumption” means the use of water for drinking, bathing or showering, hand washing, food preparation, cooking, or oral hygiene.

“Internally-loaded check valve” means a check valve which is internally loaded, either by springs or weights, to the extent it will be drip tight with a 1 p.s.i. differential in the direction of flow.

“Industrial piping system” refers to that piping system that transmits, confines, or stores any fluids that are not approved potable water. Such a system would include all pipes, tanks, fixtures, equipment and other extensions of the non-potable water system.

“In-premises protection” means a method of protecting the health of consumers served by the consumer’s potable water system, located within the property lines of the consumer’s premises by the installation of an approved air gap or backflow prevention assembly at the point of hazard, which is generally a plumbing fixture.

“Local administrative authority” means the local official, board, department, or agency authorized to administer and enforce the provisions of the Uniform Plumbing Code as adopted under chapter 19.27 RCW.

“Low health cross-connection hazard” means a cross-connection that could cause an impairment of the quality of potable water to a degree that does not create a hazard to the public health, but does adversely and unreasonably affect the aesthetic qualities of such potable waters for domestic use.

“Non-potable fluid” means any water, other liquid, gas, or other substance, which is not safe for human consumption, or is not a part of the public potable water supply as described by the health authority.

“Non-potable piping system” means a piping system, which is made of non-potable material. Such materials are to be considered non-potable if they can affect either the aesthetics or degradation of the healthfulness of the water. Examples of such pipe are black iron and certain plastics.

“Plumbing hazard” is a cross-connection in a consumer’s potable water system.

“Potable water” means water, which is safe for human consumption, free from harmful or objectionable materials, as described by the health authority/department.

“Premises isolation” means a method of protecting a public water system by installation of approved air gap or approved backflow prevention assemblies at or near the service connection or alternative location acceptable to the purveyor (at the point where the water purveyor no longer has legal jurisdiction and/or authority to control the water system) to isolate the consumer’s water system from the purveyor’s distribution system.

“Pressure vacuum breaker assembly” (PVBA) means an approved assembly consisting of a spring loaded check valve loaded to the closed position, an independently operating air inlet valve loaded to the open position and installed as a unit with and between two resilient seated shutoff valves and with suitable connections for testing. It is designed to protect against backsiphonage only.

“Private hydrant” means any hydrant, which is not owned, operated or maintained by the local water purveyor or his agent.

“Process water” means water that is directly connected to, or could come in contact with, an extreme high hazard situation, and must never be consumed by humans.

“Public health hazard” means a condition, device or practice which is conducive to the introduction of waterborne disease organisms, or harmful chemical, physical, or radioactive substance into a potable water system and which presents an unreasonable risk to health.

“Public water system” is defined and referenced under WAC 246-290-020.

“Purchased source,” means water a purveyor purchases from a public water system not under the control of the purveyor for distribution to the purveyor’s consumers.

“Purveyor” means an agency, subdivision of the state, municipal corporation, firm, company, mutual or cooperative association, institution, partnership, or person or other entity owning or operating a public water system. Purveyor also means the authorized agents of such entities.

“Reasonable risk” means the amount of risk acceptable to a prudent and reasonable water purveyor using reasonable diligence.

“Reclaimed water,” means wastewater that has been treated for non-potable water use within the same facility or premise. Examples of use would be irrigation and industrial use.

“Reduced pressure backflow assembly” (RPBA) means an approved assembly consisting of two independently operating check valves, spring loaded to the closed position, separated by a spring loaded differential pressure relief valve loaded to the open position, and installed as a unit with and between two resilient seated shutoff valves and having four suitable test cocks for checking the water tightness of the check valves and the operation of the relief valve.

“Reduced pressure detector assembly” (RPDA) means an approved assembly consisting of two approved reduced pressure backflow assemblies, set in parallel, equipped with a meter on the bypass line to detect small amounts of water leakage or use. This unit must be purchased as a complete assembly. The assembly may be allowed on fire line water services in place of an approved reduced pressure backflow assembly upon approval by the local water purveyor.

“Regional public water supplier” means a water system that provides drinking water to one, or more, other public water systems.

“Resident” means an individual living in a dwelling unit served by a public water system.

“Safe drinking water act” was legislation that was enacted by the United States Congress in 1974 to ensure that the public is provided with safe drinking water, thereby protecting the public welfare.

“Safe drinking water” means water which has sufficiently low concentrations of microbiological, inorganic chemical, organic chemical, radiological or physical substance so that individuals drinking such water at normal levels of consumption will not be exposed to disease organisms or other substances which may produce harmful physiological effects.

“Service connection” means a connection to a public water system designed to provide potable water to a single-family residence, or other residential or non-residential population.

“Toxicity” means the degree to which a substance is toxic that is poisonous, in relating to affecting the potability of the water supply.

“Unapproved auxiliary water supply” means a water supply (other than the purveyor’s water supply) on or available to the consumer’s premises that is either not approved for human consumption by the health agency having jurisdiction or is not otherwise acceptable to the purveyor.

“Unreasonable risk to health” means a risk to health, which is not necessary or acceptable to the water purveyor and/or consumer; a term used to distinguish what type of backflow prevention should be required.

“Uniform Plumbing Code” means the code adopted under RCW 19.27.031(4) and amended under chapter 51-46 WAC. This code establishes statewide minimum plumbing standards applicable within the property lines of the consumer’s premises.

“USC FCCCHR” is the abbreviation for the University of Southern California Foundation for Cross Connection Control and Hydraulic Research. It is an agency, which test and approves backflow prevention assemblies by approved standards.

“Used water,” means water which has left the control of the purveyor. In most cases, the potable water has moved past (downstream of) the water meter and/or the property line.

